



CITY OF TAMARAC REGULAR CITY COMMISSION MEETING

Chamber
October 13, 2021
7:00 PM

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Commissioner Gelin

INTRODUCTION

1. CITY ATTORNEY REPORT

2. CITY MANAGER REPORT

a. Proclamation - Fire Prevention Month

Requested by Fire Rescue Community Risk Reduction Division

b. Proclamation - Honoring Mr. Adam Dahari and Mr. Ron Barr

Requested by Fire Marshal Tommy Demopoulos

c. Request For Extension of the Second Public Hearing Date for the Woodlands Land Use Plan Amendment (LUPA)

Requested by Scott Backman, on behalf of the Petitioner, 13th Floor Woodlands HB GP

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. 13, 2021 - Special City Commission Minutes

b. Approval of the Sept. 22, 2021 - City Commission Minutes

c. Approval of the Sept. 28, 2021 - Special City Commission Minutes

d. TR13610 - EMS Internship Program

A Resolution of the City Commission of the City of Tamarac, Florida, approving a five (5) year-term Agreement for Emergency Medical Services (EMS) Internship program between the City of Tamarac and the School Board of Broward County to allow EMS students to ride along on the City's fire rescue vehicles as part of the Internship Program and receive education and training from Tamarac Fire Rescue personnel with an effective date upon execution by all parties and with an expiration date of June 30, 2026, authorizing appropriate City Officials to execute the Agreement for EMS Internship Program; providing for conflicts; providing for severability; and providing for an effective date.

e. TR13679 - Broward Health Physician Resident Internship Program

A Resolution of the City Commission of the City of Tamarac, Florida, approving the execution of a five (5) year-term Program Letter of Agreement for Emergency Medical Services (EMS) Physician Resident Internship Program between the City of Tamarac and North Broward Hospital District d/b/a Broward Health to allow resident physicians to ride along on City's Fire Rescue vehicles as part of the physician resident internship program for the emergency room physician certification and receive training from Tamarac Fire Rescue personnel with an effective date upon execution by all parties and effective for a period of five (5) years from the execution date, authorizing appropriate City Officials to execute the Agreement for EMS Physician Resident Internship Program; providing for conflicts; providing for severability; and providing for an effective date.

f. TR13690 - D4 Sister Cities Committee Appointment

A Resolution of the City Commission of the City of Tamarac, Florida, appointing Kate Confare to the Sister Cities Committee to serve a term concurrent with the appointing Commission member, or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

g. TR13693 - D3 Charter Board Appointment

A Resolution of the City Commission of the City of Tamarac, Florida, appointing one member to the

Charter Board, from District 3, to serve the remainder of the one-year term previously set by Resolution R-2021-044, with new appointments to be made in six years; providing for conflicts; providing for severability; and providing for an effective date.

h. TR13695 - Horticultural Chemical Purchase

A Resolution of the City Commission of the City of Tamarac, Florida, approving the purchase of Horticultural Chemicals; authorizing the appropriate City Officials to Select, Approve and Award the purchase of Horticultural Chemicals annually utilizing competitive procurement methods with prequalified vendors; authorizing an annual expenditure from the appropriate accounts not to exceed the approved annual budget for said purpose; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): Citywide

i. TR13699 - Authorize and Approve Purchase of Wastewater Pumps and Appurtenances

A Resolution of the City Commission of the City of Tamarac, Florida, designating Hydra Service, Inc., as a sole source provider for pumps and appurtenances utilized at sixty-five (65) City wastewater pump stations, and to authorize expenditures for the purchase of pumps and appurtenances from Hydra Service, Inc., for an amount not to exceed the annual budget for said purpose for a period of twenty-four (24) months; authorizing an annual expenditure from the appropriate accounts not to exceed the annual budget for said purpose; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): Citywide

j. TR13700 - Authorization to Execute a Certain Purchase and Sale Agreement between Medalist Restaurant Group II, LLC, d/b/a Culver's of Tamarac and the City of Tamarac for City Owned Vacant Parcel, located on the north side of Commercial Boulevard, 280 feet West of NW 82nd Avenue

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to execute that certain purchase and sale agreement between Medalist Restaurant Group II, LLC, D/B/A Culver's of Tamarac and the City of Tamarac, attached hereto as Exhibit "1", for the sale of a 29,300 square ft. or approximately .67 acres of real property located on the north side of Commercial Boulevard, approximately 280 feet west of NW 82 Avenue, known as Lot 3, less south 7 feet thereof, Block 7, Lyons commercial subdivision, according to the plat thereof, as recorded in Plat Book 69, page 42, of the public records of Broward County, Florida, being more particularly described in Exhibit "A", attached hereto and incorporated herein; providing for conflicts; providing for severability; and providing an effective date.

Commission District(s): District 2

5. REGULAR AGENDA

a. TR13689 - Authorize and Approve ILA for Solid Waste Processing

A Resolution of the City Commission of the City of Tamarac, Florida, approving the Second Amendment to the Interlocal Agreement with Broward County and participating communities providing for Solid Waste Disposal Support Services through July 2, 2028; authorizing the appropriate City Officials to execute said Second Amendment to the Interlocal Agreement and take all steps necessary to effectuate the intent of the Resolution; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): Citywide

6. ORDINANCE(S) - FIRST READING

a. TO2485 - Amending Section 2-29(c), of the City's Code, entitled "Regular meetings"

An Ordinance of the City Commission of the City of Tamarac, Florida, amending Article II, Section 2-29(c) of the Tamarac City Code, entitled "Regular meetings", providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

7. **PUBLIC HEARING(S)**

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

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

10. **OTHER**

- a. **Discussion and consensus on Inspiration Way art piece purchase and permanent placement**

Commission District(s): District 2

- b. **Discussion and direction related to a "majority" not a "super majority" when it comes to the censure and/or removal of a member of the City Commission**

Requested by Vice Mayor Villalobos

- c. **Discussion related to City Commission activity on all Social Media Platforms**

Requested by Vice Mayor Villalobos

- d. **City Commission Questions/Direction to the Interim City Manager or the City Attorney**

Requested by Commissioner Bolton

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 Gelin



Title - Proclamation - Fire Prevention Month

Requested by Fire Rescue Community Risk Reduction Division

ATTACHMENTS:

Description	Upload Date	Type
Proclamation	10/6/2021	Proclamation



Requested by Fire Rescue Community Risk Reduction Division

Whereas, fire is a serious public safety concern both locally and nationally as home fires represent a great risk for people; and

Whereas, smoke alarms alert you to danger in the event of a fire, in which you may have as little as 2 minutes to escape safely; and

Whereas, working smoke alarms cut the risk of dying in reported home fires in half; and

Whereas, Tamarac residents should be sure everyone in the home understands the sounds of the alarms and knows how to respond; and

Whereas, Tamarac residents will make sure their smoke and carbon monoxide alarms meet the needs of all family members, including those with sensory or physical disabilities; and

Whereas, Tamarac Fire Rescue is dedicated to reducing the occurrences of home fires and home fire injuries through prevention and public education; and

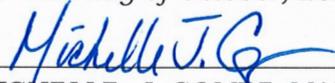
Whereas, the theme for the 2021 Fire Prevention Month, is “Learn the Sounds of Fire Safety”; and

NOW, THEREFORE, I, Michelle Gomez, Mayor of the City of Tamarac, Broward County, Florida, do hereby proclaim the month of October 2021 as

“Fire Prevention Month”

in the City of Tamarac and commend the Community Risk Reduction Division for not only minimizing dangers to guests and residents from fire, but adopting an “all hazards” approach to property and life safety.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 13th day of October, 2021.


MICHELLE J. GOMEZ, MAYOR





Title - Proclamation - Honoring Mr. Adam Dahari and Mr. Ron Barr

Requested by Fire Marshal Tommy Demopoulos

ATTACHMENTS:

Description	Upload Date	Type
Proclamation	10/6/2021	Proclamation



Requested by Division Chief/Fire Marshal Tommy Demopoulos

Whereas, while a meeting was being conducted at the Community Club House of Sun Vista Apartments on Monday, July 19, 2021, at approximately 11:40 a.m., they noticed smoke coming from a unit across the pool area, and

Whereas, Mr. Adam Dahari, who is the President of the Association and Mr. Ron Barr a community architect were attending the meeting; and

Whereas, Mr. Dahari and Mr. Barr ran to the unit to assist a resident who was trying to enter the unit to save the pets trapped inside; and

Whereas, Mr. Dahari and Mr. Barr were able to get access to the unit and rescue the animals; and

Whereas, Mr. Dahari and Mr. Barr actions saved the pets in distress and allowed the Firefighters to manage the fire as they had already ensured that the pets were safely removed from the unit; and

Whereas, Mr. Dahari and Mr. Barr exhibited the "Spirit of Tamarac", thinking not of themselves, but of the animal's safety, demonstrating what it truly means to care for your neighbors; and

NOW, THEREFORE, I, Michelle Gomez, Mayor of the City of Tamarac, Broward County, Florida, hereby acknowledge and commend

"Mr. Adam Dahari and Mr. Ron Barr"

for performing an unselfish act of gallantry and bravery by attempting to save lives and exemplifying the "Spirit of Tamarac".

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 13th day of October, 2021.

MICHELLE J. GOMEZ, MAYOR





Title - Request For Extension of the Second Public Hearing Date for the Woodlands Land Use Plan Amendment (LUPA)

Requested by Scott Backman, on behalf of the Petitioner, 13th Floor Woodlands HB GP

ATTACHMENTS:

Description	Upload Date	Type
Correspondence	10/7/2021	Backup Material

From: [Kathleen Gunn](#)
To: [Michelle J. Gomez](#); [Elvin Villalobos](#); [Marlon Bolton](#); [Mike Gelin](#); [Debra Placko](#)
Cc: [Maxine Calloway](#); [R. Max Lohman](#); [Jennifer Johnson](#); [Percy Sayles](#)
Subject: FW: [EXTERNAL] Fw: Woodlands - Request to Place Extension of LUPA Adoption Hearing on 10/13 Commission Agenda
Date: Wednesday, October 6, 2021 10:26:50 AM
Attachments: [Letter Requesting 10.13 Agenda Item for Woodlands Extension.v3 .pdf](#)

Good morning Mayor and Commissioners,

On advice of special counsel Max Lohman, the attached request from 13th Floor will be placed on the 10/13 Regular Commission meeting agenda for your consideration.

Please see below and attached for additional details.

Please reach out to Max or I to discuss as needed.

Thank you,
Kathleen

From: R. Max Lohman <max@lohmanlawgroup.com>
Sent: Tuesday, October 5, 2021 5:24 PM
To: Kathleen Gunn <Kathleen.Gunn@tamarac.org>
Subject: [EXTERNAL] Fw: Woodlands - Request to Place Extension of LUPA Adoption Hearing on 10/13 Commission Agenda

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

Dear Kathleen,

In light of the attached letter from Atty. Backman I recommend placing this item on the 10/13 Agenda under "City Manager Report" as you will be seeking direction from the Commission regarding 13th Floor's request for an extension of time to conduct the adoption hearing of the LUPA Application.

Additionally, since the City' code requires a 15-day direct mail hearing notice and since that notice was not provided, the LUPA Application can no longer be heard on 10/20 because it has not been properly noticed and we cannot achieve legally sufficient notice for the 10/20 meeting. When we informed Mr. Backman via email on Friday, 10/1 we were not privy to the complexities involved with getting the mailed notices put together and out to the USPS to be post marked by 10/5.

Accordingly, the procedural recommendations that I made in my email from this past Friday are the same for 10/13.

Unless the Applicant withdraws the application, which would serve to automatically obviate the need for a meeting, it would appear the Commission has the following options:

1. To grant, deny, or grant with conditions the Applicant's request for a third extension of time pursuant to Section 163.3184(3)(c)1, Fla. Stat.
2.
 - a. If the Commission grants or grants with conditions the third request for an extension of time, the entire application should be continued to a time certain with the understanding that the entire application package (LUPA, rezoning, site plan, and development agreement) will be brought back for a hearing in accordance with the extension of time.
 - b. If the Commission denies the third request for an extension of time, the LUPA application and rezoning application should be heard and acted upon by the Commission at the 11/10 meeting. The Commission might also choose a different date for a Special Meeting as scheduling might permit. If this occurs the hearing on the LUPA would be conducted as a legislative hearing and the hearing on the rezoning would be conducted as a quasi-judicial hearing.

It is also my understanding that Mr. Backman will be present to answer any questions that may arise during the Commission's discussion of this request.

Sincerely,

R. Max Lohman, Esq.



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



CITY, COUNTY &
LOCAL
GOVERNMENT LAW

From: Scott Backman <sbackman@dmbblaw.com>

Sent: Tuesday, October 5, 2021 2:43 PM

To: Kathleen Gunn <Kathleen.Gunn@tamarac.org>

Cc: Maxine A. Calloway Esq. (maxine.calloway@tamarac.org) <maxine.calloway@tamarac.org>; R. Max Lohman <max@lohmanlawgroup.com>; Michael W. Moskowitz (mmoskowitz@msslaw.com) <mmoskowitz@msslaw.com>; Christina Bilenki <cbilenki@dmbblaw.com>

Subject: Woodlands - Request to Place Extension of LUPA Adoption Hearing on 10/13 Commission Agenda

Kathleen,

Please see attached letter. I am available to discuss at your convenience.

Thank you,

Scott

Scott Backman
Dunay, Miskel & Backman, LLP
14 S.E. 4th Street, Suite 36
Boca Raton, FL 33432
Tel (direct): 561-405-3325
Tel (main): 561-405-3300
Fax: 561-409-2341
Email: sbackman@dmbblaw.com



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**DUNAY
MISKEL
BACKMAN** LLP

Gary Dunay
Bonnie Miskel
Scott Backman
Eric Coffman

Hope Calhoun
Dwayne Dickerson
Ele Zachariades
Matthew H. Scott

Christina Bilenki
Lauren G. Odom
Nicole Jaeger
Rachael Bond Palmer

October 5, 2021

Kathleen Gunn
City of Tamarac
Interim City Manager
7525 NW 88th Avenue
Tamarac, FL 33321

**RE: Request to Place Extension of Adoption Hearing for the Woodlands Land Use Plan
Amendment on October 13th City Commission Agenda**

Dear Ms. Gunn,

As you are aware, this firm represents 13th Floor Woodlands HB GP (“Petitioner”), the applicant of the proposed Large Scale Land Use Plan Amendment covering approximately 165.53 gross acres of the former Woodlands Golf Course from Commercial Recreation to Low (5) Residential (“LUPA”), as well as the accompanying Rezoning, Site Plan and Plat applications for the Property for the development of single family homes (“Project”). The subject property is located within the City of Tamarac (“City”) and is generally bound by Commercial Boulevard to the north, NW 44th Street to the south, Rock Island Road to the east and NW 64th Avenue to the west (“Property”).

On September 23, 2021, Petitioner submitted the attached letter to the City requesting an extension of the adoption hearing deadline for the LUPA pursuant to Florida Statute Section 163.3184(3)(c)1. (“Extension Request”). During multiple discussions and in correspondence with City staff and the special counsel appointed by the City for the LUPA, it was expressly stated and communicated to Petitioner that the extension would be processed administratively. Petitioner was also informed by City staff that the October 20th hearing would not proceed forward and that staff’s concurrence with the administrative extension had been communicated to the Mayor and Commissioners.

Petitioner was unexpectedly informed on October 4, 2021 of the City’s abrupt change in direction related to the extension and now understands that the City is requiring the Commission to authorize the requested extension associated with adoption of the pending LUPA. Although the Petitioner believes the LUPA, Rezoning and Development Agreement applications are ready to move forward, the Site Plan has not yet been approved by the City’s Development Review Committee (“DRC”) to move forward to public hearings, and neither Petitioner, nor City staff, are ready to move forward with a complete package that includes all required applications. Prior guidance and action by the City (under the leadership and direction of its now former City Manager) made it clear that the Site Plan was not expected to be complete for this hearing. Accordingly, Petitioner respectfully requests that i) the Extension Request be placed on the October 13, 2021 City Commission meeting agenda for discussion, and ii) the City Commission

authorizes a ten (10) month extension of time pursuant to Section 163.3184(3)(c)1, Florida Statutes, for Petitioner and Staff to continue processing and reviewing the Site Plan. Should you have any questions or require anything further, please do not hesitate to contact me.

Sincerely,

Scott Backman

Scott Backman, Esq.

Dunay, Miskel & Backman, LLP

cc: R. Max Lohman, Esq. – *Lowman Law Group*
Maxine Calloway – *Director, Community Development, City of Tamarac*
Michael Moskowitz, Esq. – *Moskowitz, Mandell, Salim & Simowitz, P.A.*



**DUNAY
MISKEL
BACKMAN** LLP

Gary Dunay
Bonnie Miskel
Scott Backman
Eric Coffman

Hope Calhoun
Dwayne Dickerson
Ele Zachariades
Matthew H. Scott

Christina Bilenki
Lauren G. Odom
Nicole Jaeger
Rachael Bond Palmer

September 28, 2021

Maxine Calloway, AICP, Director
City of Tamarac
Community Development Department
7525 NW 88th Avenue
Tamarac, FL 33321

**RE: Request for Extension of Adoption Hearing for the Woodlands Land Use Plan Amendment
(Amendment No. 20-01ESR; 1-LUA-19)**

Dear Ms. Calloway,

As you are aware, this firm represents 13th Floor Woodlands HB GP (“Petitioner”), the applicant of the proposed Large Scale Land Use Plan Amendment covering approximately 165.53 gross acres of the former Woodlands Golf Course from Commercial Recreation to Low (5) Residential (“LUPA”), as well as the accompanying Rezoning, Site Plan and Plat applications for the Property. The subject property is located within the City of Tamarac (“City”) and is generally bound by Commercial Boulevard to the north, NW 44th Street to the south, Rock Island Road to the east and NW 64th Avenue to the west (“Property”).

The LUPA and Rezoning were submitted to the City on February 12, 2019 and are currently being processed for adoption/approval by the City Commission. On July 10, 2019, the City Commission approved transmittal of the LUPA to the Department of Economic Opportunity (“DEO”) for the State of Florida, and to Broward County (“County”) for review. At the same July 10, 2019 transmittal hearing, the City requested, and Petitioner agreed, that the Site Plan would be processed concurrent with the remaining approval process such that the Site Plan was presented to the City Commission at the same adoption/approval hearing for the LUPA and Rezoning. As noted in more detail below, Petitioner submitted the Site Plan application shortly thereafter and has gone through several rounds of review, comments and meetings with the City specifically related to the Site Plan.

Although the LUPA was submitted to Broward County for review immediately following the July 2019 City transmittal hearing, the County’s review and approval process was substantially impacted by the COVID pandemic. The County Commission finally considered and approved transmittal of the LUPA on October 20, 2020, at which time both the City and County LUPA’s were transmitted to the DEO for review and comment. The DEO reviewed the LUPA and provided the City and County with comments related to the LUPA on November 23, 2020. A copy of the letter from the DEO to the City is attached hereto. Pursuant to Florida Statute Section 163.3184(3)(c)1., the local government shall hold its second public hearing, which shall be a hearing on whether to adopt a LUPA, within one hundred eighty (180) days after receipt of agency comments, unless extended by agreement with notice to the state land planning agency and

any affected person that provided comments on the amendment. Based on the foregoing, the County and City deadline for holding the second public hearing for the LUPA was May 24, 2021. However, the COVID pandemic continued to delay the County LUPA, which was not adopted by the County Commission until May 4, 2021. To date, Petitioner and City have agreed to prior extensions as evidenced by the attached letters from the DEO dated May 24, 2021 and July 9, 2021, which confirm the new deadline for the City adoption hearing of November 10, 2021.

As noted above, Petitioner submitted a Site Plan application (PE19-10000015) to the City on November 5, 2019 ("Site Plan") proposing development of three hundred ninety-seven (397) single family homes on the Property ("Project"). A Development Review Committee ("DRC") meeting was subsequently held on December 18, 2019. Petitioner revised the Site Plan to address initial comments from City reviewers and resubmitted the Site Plan on February 27, 2020. Petitioner received subsequent comments to the Site Plan on April 20, 2020 and again resubmitted the Site Plan to the City on August 25, 2020. A subsequent DRC meeting was held with City staff on September 24, 2020, shortly before the County Commission considered transmittal of the LUPA. Dating to the July 2019 City transmittal hearing, Petitioner has been working on the Site Plan to address comments issued by City staff, as well as continuing to work with residents of the Woodlands community to address potential concerns and incorporate solutions into the Site Plan application being reviewed by the City. Petitioner continues to do so and has had multiple meetings with City staff and residents over the course of the last several months. Given the foregoing, Petitioner believes that an extension for the adoption hearing deadline to January 10, 2023 will afford Petitioner the opportunity to continue working with City staff and residents of the Woodlands community to refine the Site Plan and address outstanding comments and concerns.

As you know, the LUPA, Rezoning and Development Agreement are tentatively scheduled for the October 20, 2021 City Commission meeting. Although the Site Plan has gone through two rounds of the DRC process, the DRC has not yet approved the Site Plan for review by the City Commission. As such, in order to afford Petitioner its due process rights and opportunity for the LUPA to be heard by the City Commission, Petitioner is respectfully requesting the City to provide written notice in accordance with Section 163.3184(3)(c)1. to extend the deadline for the City to hold the second hearing to no later than January 10, 2023. Should you have any questions or require anything further, please do not hesitate to contact me.

Sincerely,



Scott Backman, Esq.

Dunay, Miskel & Backman, LLP

Cc: Kathleen Gunn, Interim City Manager
Max Lohman, Esq.
Michael Moskowitz, Esq.

The 2020 Florida Statutes

[Title XI](#)

COUNTY ORGANIZATION AND INTERGOVERNMENTAL
RELATIONS

[Chapter 163](#)

INTERGOVERNMENTAL
PROGRAMS

[View Entire
Chapter](#)

163.3184 Process for adoption of comprehensive plan or plan amendment.—

(1) DEFINITIONS.—As used in this section, the term:

(a) “Affected person” includes the affected local government; persons owning property, residing, or owning or operating a business within the boundaries of the local government whose plan is the subject of the review; owners of real property abutting real property that is the subject of a proposed change to a future land use map; and adjoining local governments that can demonstrate that the plan or plan amendment will produce substantial impacts on the increased need for publicly funded infrastructure or substantial impacts on areas designated for protection or special treatment within their jurisdiction. Each person, other than an adjoining local government, in order to qualify under this definition, shall also have submitted oral or written comments, recommendations, or objections to the local government during the period of time beginning with the transmittal hearing for the plan or plan amendment and ending with the adoption of the plan or plan amendment.

(b) “In compliance” means consistent with the requirements of ss. [163.3177](#), [163.3178](#), [163.3180](#), [163.3191](#), [163.3245](#), and [163.3248](#), with the appropriate strategic regional policy plan, and with the principles for guiding development in designated areas of critical state concern and with part III of chapter 369, where applicable.

(c) “Reviewing agencies” means:

1. The state land planning agency;
2. The appropriate regional planning council;
3. The appropriate water management district;
4. The Department of Environmental Protection;
5. The Department of State;
6. The Department of Transportation;
7. In the case of plan amendments relating to public schools, the Department of Education;
8. In the case of plans or plan amendments that affect a military installation listed in s. [163.3175](#), the commanding officer of the affected military installation;
9. In the case of county plans and plan amendments, the Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services; and
10. In the case of municipal plans and plan amendments, the county in which the municipality is located.

(2) COMPREHENSIVE PLANS AND PLAN AMENDMENTS.—

(a) Plan amendments adopted by local governments shall follow the expedited state review process in subsection (3), except as set forth in paragraphs (b) and (c).

(b) Plan amendments that qualify as small-scale development amendments may follow the small-scale review process in s. [163.3187](#).

(c) Plan amendments that are in an area of critical state concern designated pursuant to s. [380.05](#); propose a rural land stewardship area pursuant to s. [163.3248](#); propose a sector plan pursuant to s. [163.3245](#) or an amendment to an adopted sector plan; update a comprehensive plan based on an evaluation and appraisal pursuant to s. [163.3191](#); propose a development that is subject to the state coordinated review process pursuant

to s. 380.06; or are new plans for newly incorporated municipalities adopted pursuant to s. 163.3167, must follow the state coordinated review process in subsection (4).

(3) EXPEDITED STATE REVIEW PROCESS FOR ADOPTION OF COMPREHENSIVE PLAN AMENDMENTS.—

(a) The process for amending a comprehensive plan described in this subsection shall apply to all amendments except as provided in paragraphs (2)(b) and (c) and shall be applicable statewide.

(b)1. The local government, after the initial public hearing held pursuant to subsection (11), shall transmit within 10 working days the amendment or amendments and appropriate supporting data and analyses to the reviewing agencies. The local governing body shall also transmit a copy of the amendments and supporting data and analyses to any other local government or governmental agency that has filed a written request with the governing body.

2. The reviewing agencies and any other local government or governmental agency specified in subparagraph 1. may provide comments regarding the amendment or amendments to the local government. State agencies shall only comment on important state resources and facilities that will be adversely impacted by the amendment if adopted. Comments provided by state agencies shall state with specificity how the plan amendment will adversely impact an important state resource or facility and shall identify measures the local government may take to eliminate, reduce, or mitigate the adverse impacts. Such comments, if not resolved, may result in a challenge by the state land planning agency to the plan amendment. Agencies and local governments must transmit their comments to the affected local government such that they are received by the local government not later than 30 days after the date on which the agency or government received the amendment or amendments. Reviewing agencies shall also send a copy of their comments to the state land planning agency.

3. Comments to the local government from a regional planning council, county, or municipality shall be limited as follows:

a. The regional planning council review and comments shall be limited to adverse effects on regional resources or facilities identified in the strategic regional policy plan and extrajurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the region. A regional planning council may not review and comment on a proposed comprehensive plan amendment prepared by such council unless the plan amendment has been changed by the local government subsequent to the preparation of the plan amendment by the regional planning council.

b. County comments shall be in the context of the relationship and effect of the proposed plan amendments on the county plan.

c. Municipal comments shall be in the context of the relationship and effect of the proposed plan amendments on the municipal plan.

d. Military installation comments shall be provided in accordance with s. 163.3175.

4. Comments to the local government from state agencies shall be limited to the following subjects as they relate to important state resources and facilities that will be adversely impacted by the amendment if adopted:

a. The Department of Environmental Protection shall limit its comments to the subjects of air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, and conservation easements; solid waste; water and wastewater treatment; and the Everglades ecosystem restoration.

b. The Department of State shall limit its comments to the subjects of historic and archaeological resources.

c. The Department of Transportation shall limit its comments to issues within the agency's jurisdiction as it relates to transportation resources and facilities of state importance.

d. The Fish and Wildlife Conservation Commission shall limit its comments to subjects relating to fish and wildlife habitat and listed species and their habitat.

e. The Department of Agriculture and Consumer Services shall limit its comments to the subjects of agriculture, forestry, and aquaculture issues.

f. The Department of Education shall limit its comments to the subject of public school facilities.

g. The appropriate water management district shall limit its comments to flood protection and floodplain management, wetlands and other surface waters, and regional water supply.

h. The state land planning agency shall limit its comments to important state resources and facilities outside the jurisdiction of other commenting state agencies and may include comments on countervailing planning policies and objectives served by the plan amendment that should be balanced against potential adverse impacts to important state resources and facilities.

(c)1. The local government shall hold its second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments pursuant to subsection (11). If the local government fails, within 180 days after receipt of agency comments, to hold the second public hearing, the amendments shall be deemed withdrawn unless extended by agreement with notice to the state land planning agency and any affected person that provided comments on the amendment. The 180-day limitation does not apply to amendments processed pursuant to s. 380.06.

2. All comprehensive plan amendments adopted by the governing body, along with the supporting data and analysis, shall be transmitted within 10 working days after the second public hearing to the state land planning agency and any other agency or local government that provided timely comments under subparagraph (b)2.

3. The state land planning agency shall notify the local government of any deficiencies within 5 working days after receipt of an amendment package. For purposes of completeness, an amendment shall be deemed complete if it contains a full, executed copy of the adoption ordinance or ordinances; in the case of a text amendment, a full copy of the amended language in legislative format with new words inserted in the text underlined, and words deleted stricken with hyphens; in the case of a future land use map amendment, a copy of the future land use map clearly depicting the parcel, its existing future land use designation, and its adopted designation; and a copy of any data and analyses the local government deems appropriate.

4. An amendment adopted under this paragraph does not become effective until 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, an amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

(4) STATE COORDINATED REVIEW PROCESS.—

(a) *Coordination.*—The state land planning agency shall only use the state coordinated review process described in this subsection for review of comprehensive plans and plan amendments described in paragraph (2)(c). Each comprehensive plan or plan amendment proposed to be adopted pursuant to this subsection shall be transmitted, adopted, and reviewed in the manner prescribed in this subsection. The state land planning agency shall have responsibility for plan review, coordination, and the preparation and transmission of comments, pursuant to this subsection, to the local governing body responsible for the comprehensive plan or plan amendment.

(b) *Local government transmittal of proposed plan or amendment.*—Each local governing body proposing a plan or plan amendment specified in paragraph (2)(c) shall transmit the complete proposed comprehensive plan or plan amendment to the reviewing agencies within 10 working days after the first public hearing pursuant to subsection (11). The transmitted document shall clearly indicate on the cover sheet that this plan amendment is subject to the state coordinated review process of this subsection. The local governing body shall also transmit a copy of the complete proposed comprehensive plan or plan amendment to any other unit of local government or government agency in the state that has filed a written request with the governing body for the plan or plan amendment.

(c) *Reviewing agency comments.*—The agencies specified in paragraph (b) may provide comments regarding the plan or plan amendments in accordance with subparagraphs (3)(b)2.-4. However, comments on plans or plan amendments required to be reviewed under the state coordinated review process shall be sent to the state land planning agency within 30 days after receipt by the state land planning agency of the complete proposed plan or plan amendment from the local government. If the state land planning agency comments on a plan or plan amendment adopted under the state coordinated review process, it shall provide comments according to paragraph (d). Any other unit of local government or government agency specified in paragraph (b) may provide comments to the state land planning agency in accordance with subparagraphs (3)(b)2.-4. within 30 days after receipt by the state land planning agency of the complete proposed plan or plan amendment. Written comments submitted by the public shall be sent directly to the local government.

(d) *State land planning agency review.*—

1. If the state land planning agency elects to review a plan or plan amendment specified in paragraph (2)(c), the agency shall issue a report giving its objections, recommendations, and comments regarding the proposed plan or plan amendment within 60 days after receipt of the proposed plan or plan amendment. Notwithstanding the limitation on comments in sub-subparagraph (3)(b)4.g., the state land planning agency may make objections, recommendations, and comments in its report regarding whether the plan or plan amendment is in compliance and whether the plan or plan amendment will adversely impact important state resources and facilities. Any objection regarding an important state resource or facility that will be adversely impacted by the adopted plan or plan amendment shall also state with specificity how the plan or plan amendment will adversely impact the important state resource or facility and shall identify measures the local government may take to eliminate, reduce, or mitigate the adverse impacts. When a federal, state, or regional agency has implemented a permitting program, a local government is not required to duplicate or exceed that permitting program in its comprehensive plan or to implement such a permitting program in its land development regulations. This subparagraph does not prohibit the state land planning agency in conducting its review of local plans or plan amendments from making objections, recommendations, and comments regarding densities and intensities consistent with this part. In preparing its comments, the state land planning agency shall only base its considerations on written, and not oral, comments.

2. The state land planning agency review shall identify all written communications with the agency regarding the proposed plan amendment. The written identification must include a list of all documents received or generated by the agency, which list must be of sufficient specificity to enable the documents to be identified and copies requested, if desired, and the name of the person to be contacted to request copies of any identified document.

(e) *Local government review of comments; adoption of plan or amendments and transmittal.*—

1. The local government shall review the report submitted to it by the state land planning agency, if any, and written comments submitted to it by any other person, agency, or government. The local government, upon receipt of the report from the state land planning agency, shall hold its second public hearing, which shall be a hearing to determine whether to adopt the comprehensive plan or one or more comprehensive plan amendments pursuant to subsection (11). **If the local government fails to hold the second hearing within 180 days after receipt of the state land planning agency's report, the amendments shall be deemed withdrawn unless extended by agreement with notice to the state land planning agency and any affected person that provided comments on the amendment.** The 180-day limitation does not apply to amendments processed pursuant to s. 380.06.

2. All comprehensive plan amendments adopted by the governing body, along with the supporting data and analysis, shall be transmitted within 10 working days after the second public hearing to the state land planning agency and any other agency or local government that provided timely comments under paragraph (c).

3. The state land planning agency shall notify the local government of any deficiencies within 5 working days after receipt of a plan or plan amendment package. For purposes of completeness, a plan or plan amendment shall be deemed complete if it contains a full, executed copy of the adoption ordinance or ordinances; in the case of a text amendment, a full copy of the amended language in legislative format with new words inserted in the text underlined, and words deleted stricken with hyphens; in the case of a future land use map amendment, a copy of the future land use map clearly depicting the parcel, its existing future land use designation, and its adopted designation; and a copy of any data and analyses the local government deems appropriate.

4. After the state land planning agency makes a determination of completeness regarding the adopted plan or plan amendment, the state land planning agency shall have 45 days to determine if the plan or plan amendment is in compliance with this act. Unless the plan or plan amendment is substantially changed from the one commented on, the state land planning agency's compliance determination shall be limited to objections raised in the objections, recommendations, and comments report. During the period provided for in this subparagraph, the state land planning agency shall issue, through a senior administrator or the secretary, a notice of intent to find that the plan or plan amendment is in compliance or not in compliance. The state land planning agency shall post a copy of the notice of intent on the agency's Internet website. Publication by the state land planning agency of the notice

of intent on the state land planning agency's Internet site shall be prima facie evidence of compliance with the publication requirements of this subparagraph.

5. A plan or plan amendment adopted under the state coordinated review process shall go into effect pursuant to the state land planning agency's notice of intent. If timely challenged, an amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

(5) ADMINISTRATIVE CHALLENGES TO PLANS AND PLAN AMENDMENTS.—

(a) Any affected person as defined in paragraph (1)(a) may file a petition with the Division of Administrative Hearings pursuant to ss. 120.569 and 120.57, with a copy served on the affected local government, to request a formal hearing to challenge whether the plan or plan amendments are in compliance as defined in paragraph (1)(b). This petition must be filed with the division within 30 days after the local government adopts the amendment. The state land planning agency may not intervene in a proceeding initiated by an affected person.

(b) The state land planning agency may file a petition with the Division of Administrative Hearings pursuant to ss. 120.569 and 120.57, with a copy served on the affected local government, to request a formal hearing to challenge whether the plan or plan amendment is in compliance as defined in paragraph (1)(b). The state land planning agency's petition must clearly state the reasons for the challenge. Under the expedited state review process, this petition must be filed with the division within 30 days after the state land planning agency notifies the local government that the plan amendment package is complete according to subparagraph (3)(c)3. Under the state coordinated review process, this petition must be filed with the division within 45 days after the state land planning agency notifies the local government that the plan amendment package is complete according to subparagraph (4)(e)3.

1. The state land planning agency's challenge to plan amendments adopted under the expedited state review process shall be limited to the comments provided by the reviewing agencies pursuant to subparagraphs (3)(b)2.-4., upon a determination by the state land planning agency that an important state resource or facility will be adversely impacted by the adopted plan amendment. The state land planning agency's petition shall state with specificity how the plan amendment will adversely impact the important state resource or facility. The state land planning agency may challenge a plan amendment that has substantially changed from the version on which the agencies provided comments but only upon a determination by the state land planning agency that an important state resource or facility will be adversely impacted.

2. If the state land planning agency issues a notice of intent to find the comprehensive plan or plan amendment not in compliance with this act, the notice of intent shall be forwarded to the Division of Administrative Hearings of the Department of Management Services, which shall conduct a proceeding under ss. 120.569 and 120.57 in the county of and convenient to the affected local jurisdiction. The parties to the proceeding shall be the state land planning agency, the affected local government, and any affected person who intervenes. No new issue may be alleged as a reason to find a plan or plan amendment not in compliance in an administrative pleading filed more than 21 days after publication of notice unless the party seeking that issue establishes good cause for not alleging the issue within that time period. Good cause does not include excusable neglect.

(c) An administrative law judge shall hold a hearing in the affected local jurisdiction on whether the plan or plan amendment is in compliance.

1. In challenges filed by an affected person, the comprehensive plan or plan amendment shall be determined to be in compliance if the local government's determination of compliance is fairly debatable.

2.a. In challenges filed by the state land planning agency, the local government's determination that the comprehensive plan or plan amendment is in compliance is presumed to be correct, and the local government's determination shall be sustained unless it is shown by a preponderance of the evidence that the comprehensive plan or plan amendment is not in compliance.

b. In challenges filed by the state land planning agency, the local government's determination that elements of its plan are related to and consistent with each other shall be sustained if the determination is fairly debatable.

3. In challenges filed by the state land planning agency that require a determination by the agency that an important state resource or facility will be adversely impacted by the adopted plan or plan amendment, the local government may contest the agency's determination of an important state resource or facility. The state land planning agency shall prove its determination by clear and convincing evidence.

(d) If the administrative law judge recommends that the amendment be found not in compliance, the judge shall submit the recommended order to the Administration Commission for final agency action. The Administration Commission shall make every effort to enter a final order expeditiously, but at a minimum within the time period provided by s. 120.569.

(e) If the administrative law judge recommends that the amendment be found in compliance, the judge shall submit the recommended order to the state land planning agency.

1. If the state land planning agency determines that the plan amendment should be found not in compliance, the agency shall make every effort to refer the recommended order and its determination expeditiously to the Administration Commission for final agency action, but at a minimum within the time period provided by s. 120.569.

2. If the state land planning agency determines that the plan amendment should be found in compliance, the agency shall make every effort to enter its final order expeditiously, but at a minimum within the time period provided by s. 120.569.

3. The recommended order submitted under this paragraph becomes a final order 90 days after issuance unless the state land planning agency acts as provided in subparagraph 1. or subparagraph 2. or all parties consent in writing to an extension of the 90-day period.

(f) Parties to a proceeding under this subsection may enter into compliance agreements using the process in subsection (6).

(6) COMPLIANCE AGREEMENT.—

(a) At any time after the filing of a challenge, the state land planning agency and the local government may voluntarily enter into a compliance agreement to resolve one or more of the issues raised in the proceedings. Affected persons who have initiated a formal proceeding or have intervened in a formal proceeding may also enter into a compliance agreement with the local government. All parties granted intervenor status shall be provided reasonable notice of the commencement of a compliance agreement negotiation process and a reasonable opportunity to participate in such negotiation process. Negotiation meetings with local governments or intervenors shall be open to the public. The state land planning agency shall provide each party granted intervenor status with a copy of the compliance agreement within 10 days after the agreement is executed. The compliance agreement shall list each portion of the plan or plan amendment that has been challenged, and shall specify remedial actions that the local government has agreed to complete within a specified time in order to resolve the challenge, including adoption of all necessary plan amendments. The compliance agreement may also establish monitoring requirements and incentives to ensure that the conditions of the compliance agreement are met.

(b) Upon the filing of a compliance agreement executed by the parties to a challenge and the local government with the Division of Administrative Hearings, any administrative proceeding under ss. 120.569 and 120.57 regarding the plan or plan amendment covered by the compliance agreement shall be stayed.

(c) Before its execution of a compliance agreement, the local government must approve the compliance agreement at a public hearing advertised at least 10 days before the public hearing in a newspaper of general circulation in the area in accordance with the advertisement requirements of chapter 125 or chapter 166, as applicable.

(d) The local government shall hold a single public hearing for adopting remedial amendments.

(e) For challenges to amendments adopted under the expedited review process, if the local government adopts a comprehensive plan amendment pursuant to a compliance agreement, an affected person or the state land planning agency may file a revised challenge with the Division of Administrative Hearings within 15 days after the adoption of the remedial amendment.

(f) For challenges to amendments adopted under the state coordinated process, the state land planning agency shall issue a cumulative notice of intent addressing both the remedial amendment and the plan or plan amendment

that was the subject of the agreement within 20 days after receiving a complete plan or plan amendment adopted pursuant to a compliance agreement.

1. If the local government adopts a comprehensive plan or plan amendment pursuant to a compliance agreement and a notice of intent to find the plan amendment in compliance is issued, the state land planning agency shall forward the notice of intent to the Division of Administrative Hearings and the administrative law judge shall realign the parties in the pending proceeding under ss. 120.569 and 120.57, which shall thereafter be governed by the process contained in paragraph (5)(a) and subparagraph (5)(c)1., including provisions relating to challenges by an affected person, burden of proof, and issues of a recommended order and a final order. Parties to the original proceeding at the time of realignment may continue as parties without being required to file additional pleadings to initiate a proceeding, but may timely amend their pleadings to raise any challenge to the amendment that is the subject of the cumulative notice of intent, and must otherwise conform to the rules of procedure of the Division of Administrative Hearings. Any affected person not a party to the realigned proceeding may challenge the plan amendment that is the subject of the cumulative notice of intent by filing a petition with the agency as provided in subsection (5). The agency shall forward the petition filed by the affected person not a party to the realigned proceeding to the Division of Administrative Hearings for consolidation with the realigned proceeding. If the cumulative notice of intent is not challenged, the state land planning agency shall request that the Division of Administrative Hearings relinquish jurisdiction to the state land planning agency for issuance of a final order.

2. If the local government adopts a comprehensive plan amendment pursuant to a compliance agreement and a notice of intent is issued that finds the plan amendment not in compliance, the state land planning agency shall forward the notice of intent to the Division of Administrative Hearings, which shall consolidate the proceeding with the pending proceeding and immediately set a date for a hearing in the pending proceeding under ss. 120.569 and 120.57. Affected persons who are not a party to the underlying proceeding under ss. 120.569 and 120.57 may challenge the plan amendment adopted pursuant to the compliance agreement by filing a petition pursuant to paragraph (5)(a).

(g) This subsection does not prohibit a local government from amending portions of its comprehensive plan other than those that are the subject of a challenge. However, such amendments to the plan may not be inconsistent with the compliance agreement.

(h) This subsection does not require settlement by any party against its will or preclude the use of other informal dispute resolution methods in the course of or in addition to the method described in this subsection.

(7) MEDIATION AND EXPEDITIOUS RESOLUTION.—

(a) At any time after the matter has been forwarded to the Division of Administrative Hearings, the local government proposing the amendment may demand formal mediation or the local government proposing the amendment or an affected person who is a party to the proceeding may demand informal mediation or expeditious resolution of the amendment proceedings by serving written notice on the state land planning agency if a party to the proceeding, all other parties to the proceeding, and the administrative law judge.

(b) Upon receipt of a notice pursuant to paragraph (a), the administrative law judge shall set the matter for final hearing no more than 30 days after receipt of the notice. Once a final hearing has been set, no continuance in the hearing, and no additional time for post-hearing submittals, may be granted without the written agreement of the parties absent a finding by the administrative law judge of extraordinary circumstances. Extraordinary circumstances do not include matters relating to workload or need for additional time for preparation, negotiation, or mediation.

(c) Absent a showing of extraordinary circumstances, the administrative law judge shall issue a recommended order, in a case proceeding under subsection (5), within 30 days after filing of the transcript, unless the parties agree in writing to a longer time.

(d) For a case following the procedures under this subsection, absent written consent of the parties or a showing of extraordinary circumstances, if the administrative law judge recommends that the amendment be found not in compliance, the Administration Commission shall issue a final order within 45 days after issuance of the recommended order. If the administrative law judge recommends that the amendment be found in compliance, the state land planning agency shall issue a final order within 45 days after issuance of the recommended order. If

the state land planning agency fails to timely issue a final order, the recommended order finding the amendment to be in compliance immediately becomes the final order.

(8) ADMINISTRATION COMMISSION.—

(a) If the Administration Commission, upon a hearing pursuant to subsection (5), finds that the comprehensive plan or plan amendment is not in compliance with this act, the commission shall specify remedial actions that would bring the comprehensive plan or plan amendment into compliance.

(b) The commission may specify the sanctions provided in subparagraphs 1. and 2. to which the local government will be subject if it elects to make the amendment effective notwithstanding the determination of noncompliance.

1. The commission may direct state agencies not to provide funds to increase the capacity of roads, bridges, or water and sewer systems within the boundaries of those local governmental entities which have comprehensive plans or plan elements that are determined not to be in compliance. The commission order may also specify that the local government is not eligible for grants administered under the following programs:

a. The Florida Small Cities Community Development Block Grant Program, as authorized by ss. 290.0401-290.048.

b. The Florida Recreation Development Assistance Program, as authorized by chapter 375.

c. Revenue sharing pursuant to ss. 206.60, 210.20, and 218.61 and chapter 212, to the extent not pledged to pay back bonds.

2. If the local government is one which is required to include a coastal management element in its comprehensive plan pursuant to s. 163.3177(6)(g), the commission order may also specify that the local government is not eligible for funding pursuant to s. 161.091. The commission order may also specify that the fact that the coastal management element has been determined to be not in compliance shall be a consideration when the department considers permits under s. 161.053 and when the Board of Trustees of the Internal Improvement Trust Fund considers whether to sell, convey any interest in, or lease any sovereignty lands or submerged lands until the element is brought into compliance.

3. The sanctions provided by subparagraphs 1. and 2. do not apply to a local government regarding any plan amendment, except for plan amendments that amend plans that have not been finally determined to be in compliance with this part, and except as provided in this paragraph.

(9) GOOD FAITH FILING.—The signature of an attorney or party constitutes a certificate that he or she has read the pleading, motion, or other paper and that, to the best of his or her knowledge, information, and belief formed after reasonable inquiry, it is not interposed for any improper purpose, such as to harass or to cause unnecessary delay, or for economic advantage, competitive reasons, or frivolous purposes or needless increase in the cost of litigation. If a pleading, motion, or other paper is signed in violation of these requirements, the administrative law judge, upon motion or his or her own initiative, shall impose upon the person who signed it, a represented party, or both, an appropriate sanction, which may include an order to pay to the other party or parties the amount of reasonable expenses incurred because of the filing of the pleading, motion, or other paper, including a reasonable attorney's fee.

(10) EXCLUSIVE PROCEEDINGS.—The proceedings under this section shall be the sole proceeding or action for a determination of whether a local government's plan, element, or amendment is in compliance with this act.

(11) PUBLIC HEARINGS.—

(a) The procedure for transmittal of a complete proposed comprehensive plan or plan amendment pursuant to subparagraph (3)(b)1. and paragraph (4)(b) and for adoption of a comprehensive plan or plan amendment pursuant to subparagraphs (3)(c)1. and (4)(e)1. shall be by affirmative vote of not less than a majority of the members of the governing body present at the hearing. The adoption of a comprehensive plan or plan amendment shall be by ordinance. For the purposes of transmitting or adopting a comprehensive plan or plan amendment, the notice requirements in chapters 125 and 166 are superseded by this subsection, except as provided in this part.

(b) The local governing body shall hold at least two advertised public hearings on the proposed comprehensive plan or plan amendment as follows:

1. The first public hearing shall be held at the transmittal stage. It shall be held on a weekday at least 7 days after the day that the first advertisement is published pursuant to the requirements of chapter 125 or chapter 166.

2. The second public hearing shall be held at the adoption stage. It shall be held on a weekday at least 5 days after the day that the second advertisement is published pursuant to the requirements of chapter 125 or chapter 166.

(c) Nothing in this part is intended to prohibit or limit the authority of local governments to require a person requesting an amendment to pay some or all of the cost of the public notice.

(12) **CONCURRENT ZONING.**—At the request of an applicant, a local government shall consider an application for zoning changes that would be required to properly enact any proposed plan amendment transmitted pursuant to this section. Zoning changes approved by the local government are contingent upon the comprehensive plan or plan amendment transmitted becoming effective.

(13) **AREAS OF CRITICAL STATE CONCERN.**—No proposed local government comprehensive plan or plan amendment that is applicable to a designated area of critical state concern shall be effective until a final order is issued finding the plan or amendment to be in compliance as defined in paragraph (1)(b).

History.—s. 9, ch. 75-257; s. 1, ch. 77-174; s. 4, ch. 77-331; s. 7, ch. 83-308; s. 8, ch. 84-254; s. 8, ch. 85-55; s. 9, ch. 86-191; s. 7, ch. 92-129; s. 77, ch. 92-279; s. 55, ch. 92-326; s. 10, ch. 93-206; s. 34, ch. 94-356; s. 1445, ch. 95-147; s. 5, ch. 95-181; s. 11, ch. 95-310; s. 2, ch. 95-322; s. 26, ch. 96-410; s. 16, ch. 97-99; s. 2, ch. 97-253; s. 3, ch. 98-146; s. 12, ch. 98-176; s. 15, ch. 2000-158; s. 34, ch. 2001-254; s. 7, ch. 2002-296; s. 2, ch. 2004-384; s. 6, ch. 2005-290; s. 19, ch. 2006-1; s. 3, ch. 2007-198; s. 7, ch. 2009-96; s. 6, ch. 2011-14; s. 17, ch. 2011-139; s. 15, ch. 2012-5; s. 1, ch. 2012-75; s. 8, ch. 2012-99; s. 3, ch. 2015-30; s. 3, ch. 2016-148.

Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

May 24, 2021

Ms. Maxine A. Calloway, AICP
Director Community Development Department
City of Tamarac
7525 NW 88th Avenue
Tamarac, Florida 33321

Dear Ms. Calloway:

This letter is in response to the e-mail dated May 21, 2021, notifying of an extension for the adoption of a proposed amendment DEO 20-01ESR to the City of Tamarac Comprehensive Plan pursuant to Section 163.3184(3), Florida Statutes.

The Department acknowledges receipt of the extension notification. The new extended adoption date is July 14, 2021. The Department reminds the City that all citizens who commented on the amendment need to be notified of the extension.

If the proposed amendment is adopted, please submit the amendments to the Florida Department of Economic Opportunity, Bureau of Community Planning, Plan Processing Team within 10 working days of adoption pursuant to Section 163.3184(3), Florida Statutes.

If you have any questions concerning this matter, please do not hesitate to contact Ms. Kelly Corvin at (850) 717-8499, or myself, at (850) 717-8503.

Sincerely,

D. Ray Eubanks
Plan Processing Administrator

DRE/me

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Eubanks, Ray

From: Maxine Calloway <Maxine.Calloway@tamarac.org>
Sent: Friday, May 21, 2021 11:34 AM
To: Eubanks, Ray; Stansbury, James
Cc: Michael Cernech; Scott Backman; Ann Johnson; Robert Johnson III; Jennifer Johnson
Subject: [EXTERNAL] - Notice of Extension of City of Tamarac Amendment No. 20-01ESR - Woodlands
Attachments: Response Letter.pdf; 4-12-21 Letter to DEM re Tolling Extension Interpretation (w exhibits).pdf; [EXTERNAL] RE: Woodlands LUPA Public Hearings
Importance: High

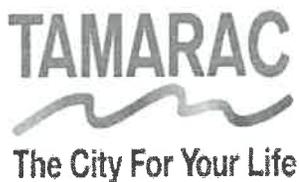
Good Morning Mr. Eubanks,

In accordance with Florida Statutes 163.3184 (3)(c)(1), please allow this email to serve as the City's formal notice of extension of the second public hearing date of Amendment No. 20-01ESR to July 14, 2021.

Based on the attached Department of Emergency Management (DEM) communication, the City has determined that two (2) public meetings were not held during the state of emergency, specifically March 25, 2020 and April 8, 2020. Additionally, the City received the attached communication from the Executive Director of the Broward County Planning Council, acknowledging the cancellation of the December 10, 2020 Broward County Planning Council meeting, due to its inability to achieve a quorum, during the Covid 19 declared state and local emergency. The City's decision to notify the state land planning agency of its intent to extend the second public hearing date to July 14, 2021 is predicated on the Department of Emergency Management's findings.

The City will provide notice to any affected person that provided comments on the amendment of the new date, consistent with Florida Statutes 163.3184(3)(c)(1). Please acknowledge receipt of the Notice to Extend, and agreement on the extension. Thanks in advance.

Maxine



Maxine A. Calloway, AICP
Director
Community Development Department
7525 NW 88th Ave, Tamarac, FL 33321
Tel: 954-597-3530 Fax: 954-597-3540
www.tamarac.org

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.



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

April 29, 2021

Scott Backman, Esq.
Dunay, Miskel, and Backman, LLP
14 S.E. Fourth Street, Suite 36
Boca Raton, FL 33432
sbackman@dmbblaw.com

***Re: Request for Interpretation of section 252.36, Florida Statutes
(Tolling and extension of permits and other authorizations)***

Dear Mr. Backman,

We are in receipt of your letter dated April 12, 2021. The COVID-19 pandemic has had a substantial and often detrimental impact on individuals' lives for now over a year. It has similarly affected the operational components of countless organizations, including both state and local government agencies, creating difficulties with and delays to what were once normal business practices and timeframes. In most cases, difficulties and delays are widely accepted to be the direct cause of COVID-19's impact on all facets of daily life.

Thus, in consideration of the above, and in the spirit of the many COVID-19 Executive Orders issued by Governor Ron DeSantis throughout Florida's state of emergency, the Division is of the opinion that due process rights should not be abridged during such extraordinary times and, therefore, the one hundred eighty (180) day period referenced in subsection 163.3184(3)(c)1, Florida Statutes, should be tolled for the period in which public meetings were not held.

Respectfully,

Division of Emergency Management



Gary Dunay
Bonnie Miskel
Scott Backman
Eric Coffman

Hope Cathoun
Dwayne Dickerson
Ele Zachariades
Matthew H. Scott

Christina Bilenki
Lauren C. Odom
Nicole Jaeger
Rachael Bond Palmer

April 12, 2021

VIA E-MAIL (jared@em.myflorida.com)

Jared Moskowitz, Director
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399

RE: Request for Interpretation of Section 252.363, Florida Statutes (Tolling and extension of permits and other authorizations)

Dear Mr. Moskowitz,

This firm represents 13th Floor Woodlands HB GP ("Petitioner"), the applicant of a proposed Large Scale Land Use Plan Amendment covering approximately 165.53 gross acres of the former Woodlands Golf Course from Commercial Recreation to Low (3) Residential ("LUPA"). The subject property is located within the City of Tamarac ("City") and is generally bound by Commercial Boulevard to the north, CW 44th Avenue to the south, Rock Island Road to the east and NW 64th Street to the west ("Property").

The LUPA was submitted to the City on February 12, 2019 and is currently being processed by both the City and Broward County ("County") in accordance with Florida Statute Section 163.3184. On July 10, 2019, the City Commission approved the transmittal of the LUPA to the Department of Economic Opportunity ("DEO") for the State of Florida, and to the County for review. On October 20, 2021, the County Commission also approved the transmittal of the LUPA to the DEO. The DEO reviewed the LUPA and provided the City with comments related to the LUPA on November 23, 2020. A copy of the letter from the DEO to the City is attached hereto as Exhibit "A".

Pursuant to the letter from the DEO and Florida Statute Section 163.3184(3)(c)1., the local government shall hold its second public hearing, which shall be a hearing on whether to adopt a LUPA, within one hundred eighty (180) days after receipt of agency comments, unless extended by agreement with notice to the state land planning agency and any affected person that provided comments on the amendment. As the state provided comments on November 23, 2020, the City must hold the adoption hearing for the LUPA on or before May 22, 2021 in order to meet this one hundred eighty (180) day requirement. A copy of Florida Statute Section 163.3184(3)(c)1. is attached hereto as Exhibit "B". Unfortunately, the coronavirus pandemic has caused several delays in the adoption process at the County, which, in turn, will also delay consideration of the LUPA at the City level. As such, it is unlikely that the City will be able to schedule the LUPA adoption hearing prior to expiration of the above-referenced one hundred eighty (180) day period.

The Florida Division of Emergency Management oversees statutory requirements under Florida Statutes Chapter 252, Emergency Management. Specifically, Florida Statutes Section 252.363, *Tolling and extension of permits and other authorizations*, is intended to extend the period remaining to exercise certain permits and other authorizations where a declaration of a state of emergency has been issued by the Governor for a natural emergency, such as the coronavirus pandemic. A copy of Florida Statutes Section 252.363 is attached hereto as Exhibit "C". As you know, the Governor has issued multiple executive orders declaring a state of emergency due to the ongoing pandemic. Unfortunately, the pandemic has had a detrimental impact on Petitioner's ability to complete the LUPA process within the one hundred eighty (180) day statutory requirement. As such, Petitioner is seeking an interpretation from your office that the tolling and extension language within Section 252.363 is applicable under the foregoing circumstances and that the one hundred eighty (180) day period in Section 163.3184(3)(c)1. should be tolled accordingly.

Should you have any questions or wish to discuss this matter further, please do not hesitate to contact me at 561-405-3325 or sbackman@dmbblaw.com.

Sincerely,

A handwritten signature in black ink that reads "Scott Backman". The signature is written in a cursive, slightly slanted style.

Scott Backman, Esq.
Dunay, Miskel & Backman, LLP

Exhibit "A"

Ron DeSantis
GOVERNOR



Dane Eagle
EXECUTIVE DIRECTOR

November 23, 2020

The Honorable Michelle J. Gomez
Mayor, City of Tamarac
7525 NW 88th Avenue
Tamarac, Florida 33321

Dear Mayor Gomez:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for the City of Tamarac (Amendment No. 20-01ESR) received on October 29, 2020. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

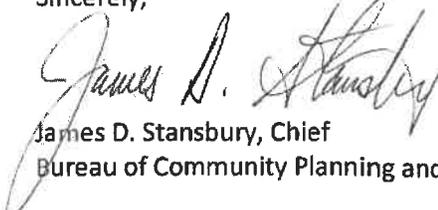
- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711

If you have any questions concerning this review, please contact Melissa Corbett, Planning Analyst, by telephone at 850-717-8505 or by email at Melissa.Corbett@deo.myflorida.com.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/mc

Enclosure(s): Procedures for Adoption

cc: Maxine A. Calloway, Community Development Director, City of Tamarac
Isabel Cosio Carballo, MPA, Executive Director, South Florida Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

Exhibit "B"

The 2020 Florida Statutes

[Title XI](#)
COUNTY ORGANIZATION AND INTERGOVERNMENTAL
RELATIONS

[Chapter 163](#)
INTERGOVERNMENTAL
PROGRAMS

[View Entire
Chapter](#)

163.3184 Process for adoption of comprehensive plan or plan amendment.—

(1) DEFINITIONS.—As used in this section, the term:

(a) “Affected person” includes the affected local government; persons owning property, residing, or owning or operating a business within the boundaries of the local government whose plan is the subject of the review; owners of real property abutting real property that is the subject of a proposed change to a future land use map; and adjoining local governments that can demonstrate that the plan or plan amendment will produce substantial impacts on the increased need for publicly funded infrastructure or substantial impacts on areas designated for protection or special treatment within their jurisdiction. Each person, other than an adjoining local government, in order to qualify under this definition, shall also have submitted oral or written comments, recommendations, or objections to the local government during the period of time beginning with the transmittal hearing for the plan or plan amendment and ending with the adoption of the plan or plan amendment.

(b) “In compliance” means consistent with the requirements of ss. [163.3177](#), [163.3178](#), [163.3180](#), [163.3191](#), [163.3245](#), and [163.3248](#), with the appropriate strategic regional policy plan, and with the principles for guiding development in designated areas of critical state concern and with part III of chapter 369, where applicable.

(c) “Reviewing agencies” means:

1. The state land planning agency;
2. The appropriate regional planning council;
3. The appropriate water management district;
4. The Department of Environmental Protection;
5. The Department of State;
6. The Department of Transportation;
7. In the case of plan amendments relating to public schools, the Department of Education;
8. In the case of plans or plan amendments that affect a military installation listed in s. [163.3175](#), the commanding officer of the affected military installation;
9. In the case of county plans and plan amendments, the Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services; and
10. In the case of municipal plans and plan amendments, the county in which the municipality is located.

(2) COMPREHENSIVE PLANS AND PLAN AMENDMENTS.—

(a) Plan amendments adopted by local governments shall follow the expedited state review process in subsection (3), except as set forth in paragraphs (b) and (c).

(b) Plan amendments that qualify as small-scale development amendments may follow the small-scale review process in s. [163.3187](#).

(c) Plan amendments that are in an area of critical state concern designated pursuant to s. [380.05](#); propose a rural land stewardship area pursuant to s. [163.3248](#); propose a sector plan pursuant to s. [163.3245](#) or an amendment to an adopted sector plan; update a comprehensive plan based on an evaluation and appraisal pursuant to s. [163.3191](#); propose a development that is subject to the state coordinated review process pursuant

to s. 380.06; or are new plans for newly incorporated municipalities adopted pursuant to s. 163.3167, must follow the state coordinated review process in subsection (4).

(3) EXPEDITED STATE REVIEW PROCESS FOR ADOPTION OF COMPREHENSIVE PLAN AMENDMENTS.—

(a) The process for amending a comprehensive plan described in this subsection shall apply to all amendments except as provided in paragraphs (2)(b) and (c) and shall be applicable statewide.

(b)1. The local government, after the initial public hearing held pursuant to subsection (11), shall transmit within 10 working days the amendment or amendments and appropriate supporting data and analyses to the reviewing agencies. The local governing body shall also transmit a copy of the amendments and supporting data and analyses to any other local government or governmental agency that has filed a written request with the governing body.

2. The reviewing agencies and any other local government or governmental agency specified in subparagraph 1. may provide comments regarding the amendment or amendments to the local government. State agencies shall only comment on important state resources and facilities that will be adversely impacted by the amendment if adopted. Comments provided by state agencies shall state with specificity how the plan amendment will adversely impact an important state resource or facility and shall identify measures the local government may take to eliminate, reduce, or mitigate the adverse impacts. Such comments, if not resolved, may result in a challenge by the state land planning agency to the plan amendment. Agencies and local governments must transmit their comments to the affected local government such that they are received by the local government not later than 30 days after the date on which the agency or government received the amendment or amendments. Reviewing agencies shall also send a copy of their comments to the state land planning agency.

3. Comments to the local government from a regional planning council, county, or municipality shall be limited as follows:

a. The regional planning council review and comments shall be limited to adverse effects on regional resources or facilities identified in the strategic regional policy plan and extrajurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the region. A regional planning council may not review and comment on a proposed comprehensive plan amendment prepared by such council unless the plan amendment has been changed by the local government subsequent to the preparation of the plan amendment by the regional planning council.

b. County comments shall be in the context of the relationship and effect of the proposed plan amendments on the county plan.

c. Municipal comments shall be in the context of the relationship and effect of the proposed plan amendments on the municipal plan.

d. Military installation comments shall be provided in accordance with s. 163.3175.

4. Comments to the local government from state agencies shall be limited to the following subjects as they relate to important state resources and facilities that will be adversely impacted by the amendment if adopted:

a. The Department of Environmental Protection shall limit its comments to the subjects of air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, and conservation easements; solid waste; water and wastewater treatment; and the Everglades ecosystem restoration.

b. The Department of State shall limit its comments to the subjects of historic and archaeological resources.

c. The Department of Transportation shall limit its comments to issues within the agency's jurisdiction as it relates to transportation resources and facilities of state importance.

d. The Fish and Wildlife Conservation Commission shall limit its comments to subjects relating to fish and wildlife habitat and listed species and their habitat.

e. The Department of Agriculture and Consumer Services shall limit its comments to the subjects of agriculture, forestry, and aquaculture issues.

f. The Department of Education shall limit its comments to the subject of public school facilities.

g. The appropriate water management district shall limit its comments to flood protection and floodplain management, wetlands and other surface waters, and regional water supply.

h. The state land planning agency shall limit its comments to important state resources and facilities outside the jurisdiction of other commenting state agencies and may include comments on countervailing planning policies and objectives served by the plan amendment that should be balanced against potential adverse impacts to important state resources and facilities.

(c)1. The local government shall hold its second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments pursuant to subsection (11). If the local government fails, within 180 days after receipt of agency comments, to hold the second public hearing, the amendments shall be deemed withdrawn unless extended by agreement with notice to the state land planning agency and any affected person that provided comments on the amendment. The 180-day limitation does not apply to amendments processed pursuant to s. 380.06.

2. All comprehensive plan amendments adopted by the governing body, along with the supporting data and analysis, shall be transmitted within 10 working days after the second public hearing to the state land planning agency and any other agency or local government that provided timely comments under subparagraph (b)2.

3. The state land planning agency shall notify the local government of any deficiencies within 5 working days after receipt of an amendment package. For purposes of completeness, an amendment shall be deemed complete if it contains a full, executed copy of the adoption ordinance or ordinances; in the case of a text amendment, a full copy of the amended language in legislative format with new words inserted in the text underlined, and words deleted stricken with hyphens; in the case of a future land use map amendment, a copy of the future land use map clearly depicting the parcel, its existing future land use designation, and its adopted designation; and a copy of any data and analyses the local government deems appropriate.

4. An amendment adopted under this paragraph does not become effective until 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, an amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

(4) STATE COORDINATED REVIEW PROCESS.—

(a) *Coordination.*—The state land planning agency shall only use the state coordinated review process described in this subsection for review of comprehensive plans and plan amendments described in paragraph (2)(c). Each comprehensive plan or plan amendment proposed to be adopted pursuant to this subsection shall be transmitted, adopted, and reviewed in the manner prescribed in this subsection. The state land planning agency shall have responsibility for plan review, coordination, and the preparation and transmission of comments, pursuant to this subsection, to the local governing body responsible for the comprehensive plan or plan amendment.

(b) *Local government transmittal of proposed plan or amendment.*—Each local governing body proposing a plan or plan amendment specified in paragraph (2)(c) shall transmit the complete proposed comprehensive plan or plan amendment to the reviewing agencies within 10 working days after the first public hearing pursuant to subsection (11). The transmitted document shall clearly indicate on the cover sheet that this plan amendment is subject to the state coordinated review process of this subsection. The local governing body shall also transmit a copy of the complete proposed comprehensive plan or plan amendment to any other unit of local government or government agency in the state that has filed a written request with the governing body for the plan or plan amendment.

(c) *Reviewing agency comments.*—The agencies specified in paragraph (b) may provide comments regarding the plan or plan amendments in accordance with subparagraphs (3)(b)2.-4. However, comments on plans or plan amendments required to be reviewed under the state coordinated review process shall be sent to the state land planning agency within 30 days after receipt by the state land planning agency of the complete proposed plan or plan amendment from the local government. If the state land planning agency comments on a plan or plan amendment adopted under the state coordinated review process, it shall provide comments according to paragraph (d). Any other unit of local government or government agency specified in paragraph (b) may provide comments to the state land planning agency in accordance with subparagraphs (3)(b)2.-4. within 30 days after receipt by the state land planning agency of the complete proposed plan or plan amendment. Written comments submitted by the public shall be sent directly to the local government.

(d) *State land planning agency review.*—

1. If the state land planning agency elects to review a plan or plan amendment specified in paragraph (2)(c), the agency shall issue a report giving its objections, recommendations, and comments regarding the proposed plan or plan amendment within 60 days after receipt of the proposed plan or plan amendment. Notwithstanding the limitation on comments in sub-subparagraph (3)(b)4.g., the state land planning agency may make objections, recommendations, and comments in its report regarding whether the plan or plan amendment is in compliance and whether the plan or plan amendment will adversely impact important state resources and facilities. Any objection regarding an important state resource or facility that will be adversely impacted by the adopted plan or plan amendment shall also state with specificity how the plan or plan amendment will adversely impact the important state resource or facility and shall identify measures the local government may take to eliminate, reduce, or mitigate the adverse impacts. When a federal, state, or regional agency has implemented a permitting program, a local government is not required to duplicate or exceed that permitting program in its comprehensive plan or to implement such a permitting program in its land development regulations. This subparagraph does not prohibit the state land planning agency in conducting its review of local plans or plan amendments from making objections, recommendations, and comments regarding densities and intensities consistent with this part. In preparing its comments, the state land planning agency shall only base its considerations on written, and not oral, comments.

2. The state land planning agency review shall identify all written communications with the agency regarding the proposed plan amendment. The written identification must include a list of all documents received or generated by the agency, which list must be of sufficient specificity to enable the documents to be identified and copies requested, if desired, and the name of the person to be contacted to request copies of any identified document.

(e) *Local government review of comments; adoption of plan or amendments and transmittal.*—

1. The local government shall review the report submitted to it by the state land planning agency, if any, and written comments submitted to it by any other person, agency, or government. The local government, upon receipt of the report from the state land planning agency, shall hold its second public hearing, which shall be a hearing to determine whether to adopt the comprehensive plan or one or more comprehensive plan amendments pursuant to subsection (11). If the local government fails to hold the second hearing within 180 days after receipt of the state land planning agency's report, the amendments shall be deemed withdrawn unless extended by agreement with notice to the state land planning agency and any affected person that provided comments on the amendment. The 180-day limitation does not apply to amendments processed pursuant to s. 380.06.

2. All comprehensive plan amendments adopted by the governing body, along with the supporting data and analysis, shall be transmitted within 10 working days after the second public hearing to the state land planning agency and any other agency or local government that provided timely comments under paragraph (c).

3. The state land planning agency shall notify the local government of any deficiencies within 5 working days after receipt of a plan or plan amendment package. For purposes of completeness, a plan or plan amendment shall be deemed complete if it contains a full, executed copy of the adoption ordinance or ordinances; in the case of a text amendment, a full copy of the amended language in legislative format with new words inserted in the text underlined, and words deleted stricken with hyphens; in the case of a future land use map amendment, a copy of the future land use map clearly depicting the parcel, its existing future land use designation, and its adopted designation; and a copy of any data and analyses the local government deems appropriate.

4. After the state land planning agency makes a determination of completeness regarding the adopted plan or plan amendment, the state land planning agency shall have 45 days to determine if the plan or plan amendment is in compliance with this act. Unless the plan or plan amendment is substantially changed from the one commented on, the state land planning agency's compliance determination shall be limited to objections raised in the objections, recommendations, and comments report. During the period provided for in this subparagraph, the state land planning agency shall issue, through a senior administrator or the secretary, a notice of intent to find that the plan or plan amendment is in compliance or not in compliance. The state land planning agency shall post a copy of the notice of intent on the agency's Internet website. Publication by the state land planning agency of the notice

of intent on the state land planning agency's Internet site shall be prima facie evidence of compliance with the publication requirements of this subparagraph.

5. A plan or plan amendment adopted under the state coordinated review process shall go into effect pursuant to the state land planning agency's notice of intent. If timely challenged, an amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

(5) ADMINISTRATIVE CHALLENGES TO PLANS AND PLAN AMENDMENTS.—

(a) Any affected person as defined in paragraph (1)(a) may file a petition with the Division of Administrative Hearings pursuant to ss. 120.569 and 120.57, with a copy served on the affected local government, to request a formal hearing to challenge whether the plan or plan amendments are in compliance as defined in paragraph (1)(b). This petition must be filed with the division within 30 days after the local government adopts the amendment. The state land planning agency may not intervene in a proceeding initiated by an affected person.

(b) The state land planning agency may file a petition with the Division of Administrative Hearings pursuant to ss. 120.569 and 120.57, with a copy served on the affected local government, to request a formal hearing to challenge whether the plan or plan amendment is in compliance as defined in paragraph (1)(b). The state land planning agency's petition must clearly state the reasons for the challenge. Under the expedited state review process, this petition must be filed with the division within 30 days after the state land planning agency notifies the local government that the plan amendment package is complete according to subparagraph (3)(c)3. Under the state coordinated review process, this petition must be filed with the division within 45 days after the state land planning agency notifies the local government that the plan amendment package is complete according to subparagraph (4)(e)3.

1. The state land planning agency's challenge to plan amendments adopted under the expedited state review process shall be limited to the comments provided by the reviewing agencies pursuant to subparagraphs (3)(b)2.-4., upon a determination by the state land planning agency that an important state resource or facility will be adversely impacted by the adopted plan amendment. The state land planning agency's petition shall state with specificity how the plan amendment will adversely impact the important state resource or facility. The state land planning agency may challenge a plan amendment that has substantially changed from the version on which the agencies provided comments but only upon a determination by the state land planning agency that an important state resource or facility will be adversely impacted.

2. If the state land planning agency issues a notice of intent to find the comprehensive plan or plan amendment not in compliance with this act, the notice of intent shall be forwarded to the Division of Administrative Hearings of the Department of Management Services, which shall conduct a proceeding under ss. 120.569 and 120.57 in the county of and convenient to the affected local jurisdiction. The parties to the proceeding shall be the state land planning agency, the affected local government, and any affected person who intervenes. No new issue may be alleged as a reason to find a plan or plan amendment not in compliance in an administrative pleading filed more than 21 days after publication of notice unless the party seeking that issue establishes good cause for not alleging the issue within that time period. Good cause does not include excusable neglect.

(c) An administrative law judge shall hold a hearing in the affected local jurisdiction on whether the plan or plan amendment is in compliance.

1. In challenges filed by an affected person, the comprehensive plan or plan amendment shall be determined to be in compliance if the local government's determination of compliance is fairly debatable.

2.a. In challenges filed by the state land planning agency, the local government's determination that the comprehensive plan or plan amendment is in compliance is presumed to be correct, and the local government's determination shall be sustained unless it is shown by a preponderance of the evidence that the comprehensive plan or plan amendment is not in compliance.

b. In challenges filed by the state land planning agency, the local government's determination that elements of its plan are related to and consistent with each other shall be sustained if the determination is fairly debatable.

3. In challenges filed by the state land planning agency that require a determination by the agency that an important state resource or facility will be adversely impacted by the adopted plan or plan amendment, the local government may contest the agency's determination of an important state resource or facility. The state land planning agency shall prove its determination by clear and convincing evidence.

(d) If the administrative law judge recommends that the amendment be found not in compliance, the judge shall submit the recommended order to the Administration Commission for final agency action. The Administration Commission shall make every effort to enter a final order expeditiously, but at a minimum within the time period provided by s. 120.569.

(e) If the administrative law judge recommends that the amendment be found in compliance, the judge shall submit the recommended order to the state land planning agency.

1. If the state land planning agency determines that the plan amendment should be found not in compliance, the agency shall make every effort to refer the recommended order and its determination expeditiously to the Administration Commission for final agency action, but at a minimum within the time period provided by s. 120.569.

2. If the state land planning agency determines that the plan amendment should be found in compliance, the agency shall make every effort to enter its final order expeditiously, but at a minimum within the time period provided by s. 120.569.

3. The recommended order submitted under this paragraph becomes a final order 90 days after issuance unless the state land planning agency acts as provided in subparagraph 1. or subparagraph 2. or all parties consent in writing to an extension of the 90-day period.

(f) Parties to a proceeding under this subsection may enter into compliance agreements using the process in subsection (6).

(6) COMPLIANCE AGREEMENT.—

(a) At any time after the filing of a challenge, the state land planning agency and the local government may voluntarily enter into a compliance agreement to resolve one or more of the issues raised in the proceedings. Affected persons who have initiated a formal proceeding or have intervened in a formal proceeding may also enter into a compliance agreement with the local government. All parties granted intervenor status shall be provided reasonable notice of the commencement of a compliance agreement negotiation process and a reasonable opportunity to participate in such negotiation process. Negotiation meetings with local governments or intervenors shall be open to the public. The state land planning agency shall provide each party granted intervenor status with a copy of the compliance agreement within 10 days after the agreement is executed. The compliance agreement shall list each portion of the plan or plan amendment that has been challenged, and shall specify remedial actions that the local government has agreed to complete within a specified time in order to resolve the challenge, including adoption of all necessary plan amendments. The compliance agreement may also establish monitoring requirements and incentives to ensure that the conditions of the compliance agreement are met.

(b) Upon the filing of a compliance agreement executed by the parties to a challenge and the local government with the Division of Administrative Hearings, any administrative proceeding under ss. 120.569 and 120.57 regarding the plan or plan amendment covered by the compliance agreement shall be stayed.

(c) Before its execution of a compliance agreement, the local government must approve the compliance agreement at a public hearing advertised at least 10 days before the public hearing in a newspaper of general circulation in the area in accordance with the advertisement requirements of chapter 125 or chapter 166, as applicable.

(d) The local government shall hold a single public hearing for adopting remedial amendments.

(e) For challenges to amendments adopted under the expedited review process, if the local government adopts a comprehensive plan amendment pursuant to a compliance agreement, an affected person or the state land planning agency may file a revised challenge with the Division of Administrative Hearings within 15 days after the adoption of the remedial amendment.

(f) For challenges to amendments adopted under the state coordinated process, the state land planning agency shall issue a cumulative notice of intent addressing both the remedial amendment and the plan or plan amendment

that was the subject of the agreement within 20 days after receiving a complete plan or plan amendment adopted pursuant to a compliance agreement.

1. If the local government adopts a comprehensive plan or plan amendment pursuant to a compliance agreement and a notice of intent to find the plan amendment in compliance is issued, the state land planning agency shall forward the notice of intent to the Division of Administrative Hearings and the administrative law judge shall realign the parties in the pending proceeding under ss. 120.569 and 120.57, which shall thereafter be governed by the process contained in paragraph (5)(a) and subparagraph (5)(c)1., including provisions relating to challenges by an affected person, burden of proof, and issues of a recommended order and a final order. Parties to the original proceeding at the time of realignment may continue as parties without being required to file additional pleadings to initiate a proceeding, but may timely amend their pleadings to raise any challenge to the amendment that is the subject of the cumulative notice of intent, and must otherwise conform to the rules of procedure of the Division of Administrative Hearings. Any affected person not a party to the realigned proceeding may challenge the plan amendment that is the subject of the cumulative notice of intent by filing a petition with the agency as provided in subsection (5). The agency shall forward the petition filed by the affected person not a party to the realigned proceeding to the Division of Administrative Hearings for consolidation with the realigned proceeding. If the cumulative notice of intent is not challenged, the state land planning agency shall request that the Division of Administrative Hearings relinquish jurisdiction to the state land planning agency for issuance of a final order.

2. If the local government adopts a comprehensive plan amendment pursuant to a compliance agreement and a notice of intent is issued that finds the plan amendment not in compliance, the state land planning agency shall forward the notice of intent to the Division of Administrative Hearings, which shall consolidate the proceeding with the pending proceeding and immediately set a date for a hearing in the pending proceeding under ss. 120.569 and 120.57. Affected persons who are not a party to the underlying proceeding under ss. 120.569 and 120.57 may challenge the plan amendment adopted pursuant to the compliance agreement by filing a petition pursuant to paragraph (5)(a).

(g) This subsection does not prohibit a local government from amending portions of its comprehensive plan other than those that are the subject of a challenge. However, such amendments to the plan may not be inconsistent with the compliance agreement.

(h) This subsection does not require settlement by any party against its will or preclude the use of other informal dispute resolution methods in the course of or in addition to the method described in this subsection.

(7) MEDIATION AND EXPEDITIOUS RESOLUTION.—

(a) At any time after the matter has been forwarded to the Division of Administrative Hearings, the local government proposing the amendment may demand formal mediation or the local government proposing the amendment or an affected person who is a party to the proceeding may demand informal mediation or expeditious resolution of the amendment proceedings by serving written notice on the state land planning agency if a party to the proceeding, all other parties to the proceeding, and the administrative law judge.

(b) Upon receipt of a notice pursuant to paragraph (a), the administrative law judge shall set the matter for final hearing no more than 30 days after receipt of the notice. Once a final hearing has been set, no continuance in the hearing, and no additional time for post-hearing submittals, may be granted without the written agreement of the parties absent a finding by the administrative law judge of extraordinary circumstances. Extraordinary circumstances do not include matters relating to workload or need for additional time for preparation, negotiation, or mediation.

(c) Absent a showing of extraordinary circumstances, the administrative law judge shall issue a recommended order, in a case proceeding under subsection (5), within 30 days after filing of the transcript, unless the parties agree in writing to a longer time.

(d) For a case following the procedures under this subsection, absent written consent of the parties or a showing of extraordinary circumstances, if the administrative law judge recommends that the amendment be found not in compliance, the Administration Commission shall issue a final order within 45 days after issuance of the recommended order. If the administrative law judge recommends that the amendment be found in compliance, the state land planning agency shall issue a final order within 45 days after issuance of the recommended order. If

the state land planning agency fails to timely issue a final order, the recommended order finding the amendment to be in compliance immediately becomes the final order.

(8) ADMINISTRATION COMMISSION.—

(a) If the Administration Commission, upon a hearing pursuant to subsection (5), finds that the comprehensive plan or plan amendment is not in compliance with this act, the commission shall specify remedial actions that would bring the comprehensive plan or plan amendment into compliance.

(b) The commission may specify the sanctions provided in subparagraphs 1. and 2. to which the local government will be subject if it elects to make the amendment effective notwithstanding the determination of noncompliance.

1. The commission may direct state agencies not to provide funds to increase the capacity of roads, bridges, or water and sewer systems within the boundaries of those local governmental entities which have comprehensive plans or plan elements that are determined not to be in compliance. The commission order may also specify that the local government is not eligible for grants administered under the following programs:

a. The Florida Small Cities Community Development Block Grant Program, as authorized by ss. 290.0401-290.048.

b. The Florida Recreation Development Assistance Program, as authorized by chapter 375.

c. Revenue sharing pursuant to ss. 206.60, 210.20, and 218.61 and chapter 212, to the extent not pledged to pay back bonds.

2. If the local government is one which is required to include a coastal management element in its comprehensive plan pursuant to s. 163.3177(6)(g), the commission order may also specify that the local government is not eligible for funding pursuant to s. 161.091. The commission order may also specify that the fact that the coastal management element has been determined to be not in compliance shall be a consideration when the department considers permits under s. 161.053 and when the Board of Trustees of the Internal Improvement Trust Fund considers whether to sell, convey any interest in, or lease any sovereignty lands or submerged lands until the element is brought into compliance.

3. The sanctions provided by subparagraphs 1. and 2. do not apply to a local government regarding any plan amendment, except for plan amendments that amend plans that have not been finally determined to be in compliance with this part, and except as provided in this paragraph.

(9) GOOD FAITH FILING.—The signature of an attorney or party constitutes a certificate that he or she has read the pleading, motion, or other paper and that, to the best of his or her knowledge, information, and belief formed after reasonable inquiry, it is not interposed for any improper purpose, such as to harass or to cause unnecessary delay, or for economic advantage, competitive reasons, or frivolous purposes or needless increase in the cost of litigation. If a pleading, motion, or other paper is signed in violation of these requirements, the administrative law judge, upon motion or his or her own initiative, shall impose upon the person who signed it, a represented party, or both, an appropriate sanction, which may include an order to pay to the other party or parties the amount of reasonable expenses incurred because of the filing of the pleading, motion, or other paper, including a reasonable attorney's fee.

(10) EXCLUSIVE PROCEEDINGS.—The proceedings under this section shall be the sole proceeding or action for a determination of whether a local government's plan, element, or amendment is in compliance with this act.

(11) PUBLIC HEARINGS.—

(a) The procedure for transmittal of a complete proposed comprehensive plan or plan amendment pursuant to subparagraph (3)(b)1. and paragraph (4)(b) and for adoption of a comprehensive plan or plan amendment pursuant to subparagraphs (3)(c)1. and (4)(e)1. shall be by affirmative vote of not less than a majority of the members of the governing body present at the hearing. The adoption of a comprehensive plan or plan amendment shall be by ordinance. For the purposes of transmitting or adopting a comprehensive plan or plan amendment, the notice requirements in chapters 125 and 166 are superseded by this subsection, except as provided in this part.

(b) The local governing body shall hold at least two advertised public hearings on the proposed comprehensive plan or plan amendment as follows:

1. The first public hearing shall be held at the transmittal stage. It shall be held on a weekday at least 7 days after the day that the first advertisement is published pursuant to the requirements of chapter 125 or chapter 166.

2. The second public hearing shall be held at the adoption stage. It shall be held on a weekday at least 5 days after the day that the second advertisement is published pursuant to the requirements of chapter 125 or chapter 166.

(c) Nothing in this part is intended to prohibit or limit the authority of local governments to require a person requesting an amendment to pay some or all of the cost of the public notice.

(12) **CONCURRENT ZONING.**—At the request of an applicant, a local government shall consider an application for zoning changes that would be required to properly enact any proposed plan amendment transmitted pursuant to this section. Zoning changes approved by the local government are contingent upon the comprehensive plan or plan amendment transmitted becoming effective.

(13) **AREAS OF CRITICAL STATE CONCERN.**—No proposed local government comprehensive plan or plan amendment that is applicable to a designated area of critical state concern shall be effective until a final order is issued finding the plan or amendment to be in compliance as defined in paragraph (1)(b).

History.—s. 9, ch. 75-257; s. 1, ch. 77-174; s. 4, ch. 77-331; s. 7, ch. 83-308; s. 8, ch. 84-254; s. 8, ch. 85-55; s. 9, ch. 86-191; s. 7, ch. 92-129; s. 77, ch. 92-279; s. 55, ch. 92-326; s. 10, ch. 93-206; s. 34, ch. 94-356; s. 1445, ch. 95-147; s. 5, ch. 95-181; s. 11, ch. 95-310; s. 2, ch. 95-322; s. 26, ch. 96-410; s. 16, ch. 97-99; s. 2, ch. 97-253; s. 3, ch. 98-146; s. 12, ch. 98-176; s. 15, ch. 2000-158; s. 34, ch. 2001-254; s. 7, ch. 2002-296; s. 2, ch. 2004-384; s. 6, ch. 2005-290; s. 19, ch. 2006-1; s. 3, ch. 2007-198; s. 7, ch. 2009-96; s. 6, ch. 2011-14; s. 17, ch. 2011-139; s. 15, ch. 2012-5; s. 1, ch. 2012-75; s. 8, ch. 2012-99; s. 3, ch. 2015-30; s. 3, ch. 2016-148.

Exhibit "C"

The 2020 Florida Statutes

[Title XVII](#)

MILITARY AFFAIRS AND RELATED MATTERS

[Chapter 252](#)

EMERGENCY MANAGEMENT

[View Entire Chapter](#)

252.363 Tolling and extension of permits and other authorizations.—

(1)(a) The declaration of a state of emergency issued by the Governor for a natural emergency tolls the period remaining to exercise the rights under a permit or other authorization for the duration of the emergency declaration. Further, the emergency declaration extends the period remaining to exercise the rights under a permit or other authorization for 6 months in addition to the tolled period. This paragraph applies to the following:

1. The expiration of a development order issued by a local government.
2. The expiration of a building permit.
3. The expiration of a permit issued by the Department of Environmental Protection or a water management district pursuant to part IV of chapter 373.
4. The buildout date of a development of regional impact, including any extension of a buildout date that was previously granted as specified in s. [380.06\(7\)\(c\)](#).

(b) Within 90 days after the termination of the emergency declaration, the holder of the permit or other authorization shall notify the issuing authority of the intent to exercise the tolling and extension granted under paragraph (a). The notice must be in writing and identify the specific permit or other authorization qualifying for extension.

(c) If the permit or other authorization for a phased construction project is extended, the commencement and completion dates for any required mitigation are extended such that the mitigation activities occur in the same timeframe relative to the phase as originally permitted.

(d) This subsection does not apply to:

1. A permit or other authorization for a building, improvement, or development located outside the geographic area for which the declaration of a state of emergency applies.
2. A permit or other authorization under any programmatic or regional general permit issued by the Army Corps of Engineers.
3. The holder of a permit or other authorization who is determined by the authorizing agency to be in significant noncompliance with the conditions of the permit or other authorization through the issuance of a warning letter or notice of violation, the initiation of formal enforcement, or an equivalent action.
4. A permit or other authorization that is subject to a court order specifying an expiration date or buildout date that would be in conflict with the extensions granted in this section.

(2) A permit or other authorization that is extended shall be governed by the laws, administrative rules, and ordinances in effect when the permit was issued, unless any party or the issuing authority demonstrates that operating under those laws, administrative rules, or ordinances will create an immediate threat to the public health or safety.

(3) This section does not restrict a county or municipality from requiring property to be maintained and secured in a safe and sanitary condition in compliance with applicable laws, administrative rules, or ordinances.

History.—s. 494, ch. 2011-142; s. 12, ch. 2018-158; s. 13, ch. 2019-165.

Eubanks, Ray

From: Blake Boy, Barbara <BBLAKEBOY@broward.org>
Sent: Tuesday, May 18, 2021 2:19 PM
To: Maxine Calloway
Cc: Robert Johnson III; Ann Johnson; Michael Cernech; Andrew S. Maurodis (amaurodis@wsh-law.com)
Subject: [EXTERNAL] RE: Woodlands LUPA Public Hearings

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

Hi Maxine—

I can only speak to the Planning Council's calendar and schedule of meetings. Per the following video link <https://vimeo.com/showcase/7896825/video/488274326>, the Planning Council's December 10, 2020, meeting was cancelled as the Council was unable to achieve a physical quorum, as the County did not adopt Ordinance No. 2021-02 to update its Code of Ordinances Section 1-233(g)(1) to state that hybrid quorums (physical and communications media technology) could be utilized to meet quorum requirements during a declared state or local emergency, until January 12, 2021.



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: Maxine Calloway <Maxine.Calloway@tamarac.org>
Sent: Tuesday, May 18, 2021 1:59 PM
To: Blake Boy, Barbara <BBLAKEBOY@broward.org>
Cc: Robert Johnson III <Robert.Johnson@tamarac.org>; Ann Johnson <Ann.Johnson@tamarac.org>; Michael Cernech <Michael.Cernech@tamarac.org>
Subject: Woodlands LUPA Public Hearings

External Email Warning: This email originated from outside the Broward County email system. Do not reply, click links, or open attachments unless you recognize the sender's **email address** (not just the name) as legitimate and know the content is safe. Report any suspicious emails to ETSSecurity@broward.org.

Barbara,

The developer's Counsel for the above captioned application has submitted a Division of Emergency Management interpretation of Section 252.363 Florida Statutes, to our office, establishing a tolling period in which public meetings were not held as the basis for an extension of the 180 day period referenced in subsection 163.3184(3)(c)(1), Florida

Statutes. For the purpose of determining the total period of time in which public meetings were not held, please advise as to meetings not held at the County, due to the Covid 19 Executive Orders, that might have impacted the scheduling of the above captioned application. Thank you in advance;

Maxine

**TAMARAC**
The City For Your Life

Maxine A. Calloway, AICP
Director
Community Development Department
7525 NW 88th Ave, Tamarac, FL 33321
Tel: 954-597-3530 Fax: 954-597-3540
www.tamarac.org

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.

Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

July 9 2021

Ms. Maxine A. Calloway, AICP
Director Community Development Department
City of Tamarac
7525 NW 88th Avenue
Tamarac, Florida 33321

Dear Ms. Calloway:

This letter is in response to the e-mail dated July 8, 2021, notifying of a second extension for the adoption of a proposed amendment DEO 20-01ESR to the City of Tamarac Comprehensive Plan pursuant to Section 163.3184(3), Florida Statutes.

The Department acknowledges receipt of the second extension notification. The new extended adoption date is November 10, 2021. The Department reminds the City that all citizens who commented on the amendment need to be notified of the extension.

If the proposed amendment is adopted, please submit the amendments to the Florida Department of Economic Opportunity, Bureau of Community Planning, Plan Processing Team within 10 working days of adoption pursuant to Section 163.3184(3), Florida Statutes.

If you have any questions concerning this matter, please do not hesitate to contact Ms. Kelly Corvin at (850) 717-8499, or myself, at (850) 717-8503.

Sincerely,

D. Ray Eubanks
Plan Processing Administrator

DRE/me

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Eubanks, Ray

From: Maxine Calloway <Maxine.Calloway@tamarac.org>
Sent: Thursday, July 8, 2021 4:30 PM
To: Eubanks, Ray; Stansbury, James
Cc: Michael Cernech; Scott Backman; Ann Johnson; Robert Johnson III; Jennifer Johnson; max@lohmanlawgroup.com; Scott Backman
Subject: [EXTERNAL] - RE: Notice of Extension of City of Tamarac Amendment No. 20-01ESR - Woodlands
Attachments: Ltr to S. Backman - LUPA Extension 6-18-2021.pdf

Good Afternoon Mr. Eubanks,

In accordance with Florida Statutes 163.3184 (3)(c)(1), please allow this email to serve as the City's formal notice of extension of the second public hearing date of Amendment No. 20-01ESR to November 10, 2021.

The City has determined that additional time is needed to prepare and consider the application for the adoption public hearing. The City's decision to notify the state land planning agency of its intent to extend the second public hearing date to November 10, 2021 is predicated on the Department of Emergency Management's findings, the Applicant's request and the City's own need for additional time to prepare the application for Commission consideration. The Applicant has agreed to the November 10, 2021 extension date, and have been notified of same (see attachment).

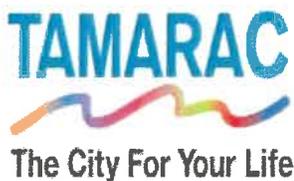
The City will provide notice to any affected person that provided comments on the amendment of the new date, consistent with Florida Statutes 163.3184(3)(c)(1). Please acknowledge receipt of the Notice to Extend, and agreement on the extension. Thanks in advance.

Maxine

RECEIVED
Bur. of Community Planning and Dev.

JUL - 8 2021

Div. of Community Development
Dept. Economic Opportunity



Maxine A. Calloway, AICP
Director
Community Development Department
7525 NW 88th Ave, Tamarac, FL 33321
Tel: 954-597-3530 Fax: 954-597-3540
www.tamarac.org

From: Maxine Calloway
Sent: Friday, May 21, 2021 11:34 AM
To: Eubanks, Ray <Ray.Eubanks@deo.myflorida.com>; James Stansbury (james.stansbury@deo.myflorida.com) <james.stansbury@deo.myflorida.com>
Cc: Michael Cernech <Michael.Cernech@tamarac.org>; Scott Backman <sbackman@dmbblaw.com>; Ann Johnson <Ann.Johnson@tamarac.org>; Robert Johnson III <Robert.Johnson@tamarac.org>; Jennifer Johnson <Jennifer.Johnson@tamarac.org>
Subject: Notice of Extension of City of Tamarac Amendment No. 20-01ESR - Woodlands
Importance: High

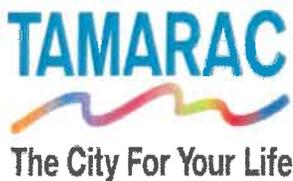
Good Morning Mr. Eubanks,

In accordance with Florida Statutes 163.3184 (3)(c)(1), please allow this email to serve as the City's formal notice of extension of the second public hearing date of Amendment No. 20-01ESR to July 14, 2021.

Based on the attached Department of Emergency Management (DEM) communication, the City has determined that two (2) public meetings were not held during the state of emergency, specifically March 25, 2020 and April 8, 2020. Additionally, the City received the attached communication from the Executive Director of the Broward County Planning Council, acknowledging the cancellation of the December 10, 2020 Broward County Planning Council meeting, due to its inability to achieve a quorum, during the Covid 19 declared state and local emergency. The City's decision to notify the state land planning agency of its intent to extend the second public hearing date to July 14, 2021 is predicated on the Department of Emergency Management's findings.

The City will provide notice to any affected person that provided comments on the amendment of the new date, consistent with Florida Statutes 163.3184(3)(c)(1). Please acknowledge receipt of the Notice to Extend, and agreement on the extension. Thanks in advance.

Maxine



Maxine A. Calloway, AICP
Director
Community Development Department
7525 NW 88th Ave, Tamarac, FL 33321
Tel: 954-597-3530 Fax: 954-597-3540
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R. MAX LOHMAN^{1,2}
WALTER H. PORR, JR.³
BRADLEY W. BIGGS, P.A.^{1,4,5}



Attorneys at Law

1 Board Certified Specialist – City, County and Local Government Law
2 Admitted to Practice in Florida and the District of Columbia
3 Admitted to Practice in Florida and California
4 Florida Supreme Court Certified County and Circuit Court Mediator
5 Of Counsel

500 S. Australian Avenue
Suite 531
West Palm Beach, FL 33401
(O) 561.203.8208
(F) 561.295.4900

LohmanLawGroup.com

June 18, 2021

Dunay Miskel Backman, LLP
Attn: Scott Backman, Esq.
14 S.E. 4th Street, Ste. 36
Boca Raton, Florida 33432

Dear Mr. Backman:

This firm has been retained as special counsel to the City of Tamarac (the “city”) in re: the Woodlands Land Use Plan Amendment and Redevelopment Project, which includes Amendment No. 20-01ESR; 1-LUA-19 (the “LUPA”). The city is in receipt of your letter, dated May 17, 2021.

It is my understanding that in response to the above referenced letter, as well as the letter from the Florida Division of Emergency Management (the “FDEM”), dated April 29, 2021, the city has tolled the time to hold the second reading and adoption hearing of the LUPA until July 14, 2021. It is further my understanding that the subject extension was granted in the interest of affording your client due process, as a certain number of public meetings were cancelled due to the COVID-19 pandemic, rendering it impractical if not impossible to timely conduct the adoption hearing on the LUPA.

In your letter you assert that Section 252.363, Fla. Stat., specifically Section 252.363(1)(a), is applicable to your client’s LUPA, which entitles them to a tolling period that would extend the deadline for the adoption hearing out to March 10, 2023. In support of this assertion, you further assert that the letter from FDEM confirms that the subject statute is applicable to the expiration of the adoption period of the LUPA. However, neither assertion is supported by and does not comport with the plain reading of the letter or the subject statute. The FDEM letter merely suggests that the adoption period should be tolled as a matter of basic fairness, due to the cancellation of several public meetings precipitated by the COVID-19 pandemic.

Additionally, Section 252.363 provides for tolling and/or extensions to the period during which the rights under a permit or other authorization may be exercised. Your client’s LUPA is not a permit or other authorization, it is merely an application to obtain a permit or other authorization. Therefore, Section 252.363, Fla. Stat. is not applicable to your client’s LUPA or any other development application that may be pending before the city.

Page 2

Ltr to S. Backman re: Woodlands LUPA extension

However, pursuant to Section 163.3184(3)(c)1, Fla. Stat. the city and the applicant may agree to extend the statutory 180-day deadline so long as the city provides written notice to the state land planning agency and any affected person who provided comments on the LUPA. Accordingly, the city will agree to extend the deadline within which to hold the required adoption hearing to November 10, 2021.

Furthermore, the city will provide the required written notice to both the state land planning agency and all affected persons who provided comments on the LUPA. The cost for such notice will be born by your client and will be recoverable by the city prior to the issuance of any development permit related to this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Max Lohman", with a long horizontal flourish extending to the right.

R. Max Lohman, Esq.



Title - Approval of the Sept. 13, 2021 - Special City Commission Minutes

ATTACHMENTS:

Description	Upload Date	Type
09132021 Draft Special Mtg Minutes	9/28/2021	Backup Material

City of Tamarac
Special City Commission Minutes
Monday, Sept. 13, 2021

CALL TO ORDER: Mayor Gomez called the Monday, Sept. 13, 2021, Special City Commission meeting, being held in Commission Chamber to order at 5:05 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 John Herin, and City Clerk Jennifer Johnson.

PLEDGE OF ALLEGIANCE: Vice Mayor Villalobos led the Pledge of Allegiance.

Mayor Gomez stated this is a Special Meeting of the City Commission of the City of Tamarac to hold Public Hearings on the Annual Fire Assessment, the Annual Stormwater Utility Management Fee Assessment, the Annual Solid Waste Collection Services Assessment, the Nuisance Abatement Assessment and the setting of the Tentative Millage Rate and the Tentative City Budget for Fiscal Year 2022. These public hearings are the culmination of an entire year's work by this City Commission, the City Manager and staff. For the benefit of the public tonight, the City Commission held workshops throughout the year as well as a budget workshop on July 7, 2021 to provide direction to the staff on this submittal. I would like to thank my colleagues on the dais for their participation at the workshops and for their suggestions as we deliberated on the staff recommendations.

1. TR13657 – FY2022 Fire Rescue Assessment

A Resolution of the City Commission of the City of Tamarac, Florida, relating to the provision of Fire Rescue Services, facilities and programs in the City of Tamarac, Florida, reimposing Fire Rescue Assessments against Assessed Property located with the City of Tamarac for the fiscal year beginning October 1, 2021; approving the rate of assessment; approving the Assessment Roll; providing for conflicts; providing for severability; providing for an effective date.

Interim City Manager, Kathleen Gunn stated, the City of Tamarac has used the Fire Rescue Assessment since 1997 to provide specific funding for the purpose of providing fire rescue services in the City of Tamarac. As the City Commission is aware, the Fire Rescue Assessment has been determined to be an equitable and efficient methodology to use in apportioning the cost of Fire Rescue Services to improved properties thus reducing the overall burden on the ad valorem tax rate. The residential rate for FY 2022 will remain at \$350 per dwelling unit with no change from last year. The City conducted a study on the Fire Rescue Assessment in 2016 and based upon calls for service and a five- year budget forecast for the cost of providing Fire Rescue Services, Staff recommends the City Commission approve the rates that have been proposed and approved for publication at the July 14, 2021 Preliminary Fire Assessment Rate hearing and subsequently advertised for public hearing on August 15, 2021.

City Attorney, John Herin, read the title for the record.

Director of Financial Services, Christine Cajuste, provided a presentation, which is on file in the City Clerk's Office.

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

Commissioner Placko made a motion to adopt Temporary Resolution Number 13657 establishing the Fire Service Assessment Rates for Fiscal Year 2022. Vice Mayor Villalobos seconded.

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

2. TR13658 – FY2022 Stormwater Management Fee Assessment

A Resolution of the City Commission of the City of Tamarac, Florida, relating to the levy and collection of the City's Stormwater Management Utility Fee within the municipal boundaries of the City of Tamarac for the fiscal year beginning October 1, 2021; approving, confirming, and adopting the Stormwater Management Utility Fee and Stormwater Management Utility Fee roll; providing for other matters relating to the levy and collection of the Stormwater Management Utility Fee on the annual property tax bills; providing for conflict; providing for severability; and providing for an effective date. Interim City Manager, Kathleen Gunn stated the City of Tamarac has been using a special assessment for the collection of the Stormwater Utility Management Services Fees since 2014. This assessment is an equitable and efficient method of allocating and collecting the Stormwater Utility Management Services Fee Assessed Cost among all the parcels in the City. The rate per equivalent residential unit (ERU) for FY 2022 is \$142.27 and is an increase of \$6.74 or 5% over the previous year in accordance with our Code of Ordinances. Staff recommends the City Commission approve the rate that has been proposed and approved for publication at the July 14, 2021 Preliminary Stormwater Utility Management Fee Assessment Rate hearing and subsequently advertised for public hearing on August 15, 2021.

City Attorney, John Herin, read the title for the record.

Director of Financial Services, Christine Cajuste, provided a presentation, which is on file in the City Clerk's Office.

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

Commissioner Placko made a motion to adopt Temporary Resolution Number 13658 establishing the Stormwater Utility Management Services Fee Assessment Rates for Fiscal Year 2022. Vice Mayor Villalobos seconded.

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

3. TR13659 – FY2022 Solid Waste Assessment

A Resolution of the City of Tamarac, Florida, relating to the provision of Residential Solid Waste Collection Services in the City of Tamarac, Florida; approving the Assessment Rate for Residential Solid Waste Collection Services for the fiscal year beginning on October 1, 2021; imposing a Residential Solid Waste Collection Assessment against Assessed Property located within the City of Tamarac for the fiscal year beginning on October 1, 2021; providing for severability; providing for conflicts; and providing for an effective date.

Interim City Manager Kathleen Gunn stated, the City of Tamarac has been using a special assessment for residential solid waste collection services since 2013. This assessment is an equitable and efficient method of allocating and collecting the Residential Solid Waste Collection Services Assessed Cost among single-family residential type parcels. The residential rate for FY 2022 is \$278.75 per residential dwelling unit receiving curbside pickup, which is no change from Fiscal Year 2021 and includes the cost of RecycleBank for recycling services approved by the City Commission. Staff recommends the City Commission approve the rate that has been proposed and approved for publication at the July 14, 2021 Preliminary Solid Waste Collection Services Assessment Rate hearing and subsequently advertised for public hearing on August 15, 2021.

City Attorney, John Herin, read the title for the record.

Director of Financial Services, Christine Cajuste, provided a presentation, which is on file in the City Clerk's Office.

Mayor Gomez opened for comments from the public.

1. Darcy Schiller, of Kings Point, asked the members of the Commission to check with the waste hauler about recycling. She stated she has heard they are not recycling.

Mayor Gomez closed public comments.

Commissioner Placko made a motion to adopt Temporary Resolution Number 13659 establishing the Residential Solid Waste Services Assessment Rate for Fiscal Year 2022. Commissioner Gelin seconded.

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

4. TR13660 – FY2022 Nuisance Abatement Assessment

A Resolution of the City Commission of the City of Tamarac, Florida, relating to the provision of Nuisance Abatement on certain real properties by the City in accordance with Chapter 9, Article II, Division V of the City's Code of Ordinances; approving the collection of a Nuisance Abatement Special Assessment on real property that has been specially benefitted by the City's abatement of nuisances thereon; approving a Nuisance Abatement Assessment Roll; providing for conflict; providing for severability; and providing for an effective date.

Interim City Manager, Kathleen Gunn stated in 2012, the City Commission adopted the Public Nuisance Abatement Ordinance. As part of that ordinance, the City Commission authorized the use of special assessments for amounts billed but unpaid as of June 1 of the year following the abatement of the public nuisance. The City abated four (4) public nuisances between June 1, 2020 and May 31, 2021 on two (2) properties. The amounts are delinquent as of this date. City Staff has prepared the special assessments against each property with unsettled liens, the total of which is \$3,582.89 to be collected on the tax bills for Fiscal Year 2022. This is the ninth year using this type of assessment. Staff recommends the City Commission approve the Public Nuisance Abatement Special Assessment that was approved for publication at the July 14, 2021 Preliminary Public Nuisance Abatement Assessments hearing and subsequently advertised for public

hearing on August 15, 2021.

City Attorney, John Herin, read the title for the record.

Director of Financial Services, Christine Cajuste, provided a presentation, which is on file in the City Clerk's Office.

Mayor Gomez opened for comments from the public. Mayor Gomez closed public comments.

Commissioner Bolton made a motion to adopt Temporary Resolution Number 13660 establishing the Public Nuisance Abatement Special Assessments for Fiscal Year 2022. Commissioner Placko seconded.

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

5. TO2480 – FY2022 Millage Rate Ordinance

An Ordinance of the City Commission of the City of Tamarac, Florida, to establish and Levy Ad Valorem Taxes within the Corporate Limits of the City of Tamarac, Florida, for the Tax Year 2021; providing for the Levy of Ad Valorem Taxes in the amount of 7.2899 Mills (\$7.2899 per \$1,000) based upon the taxable value on non-exempt real and personal property located within the city limits of the City of Tamarac; providing for conflicts; providing for severability; and providing for an effective date.

Mayor Gomez stated this is the first public hearing for establishing the Operating Millage Rate for Fiscal Year 2022. A second public hearing on Temporary Ordinance Number 2480 will be held on Tuesday, September 28, 2021 at 5:05 pm.

Interim City Manager, Kathleen Gunn stated in accordance with the Truth in Millage requirements of Florida Statutes, the City is required to announce the percentage difference between the proposed millage rate and the rolled-back rate. As such, the following is read into the record: The proposed operating millage rate of 7.2899 mills for Fiscal Year 2022 is .4480 mills or 6.55% more than the rolled-back rate of 6.8419 mills.

City Attorney, John Herin, read the title for the record.

Director of Financial Services, Christine Cajuste, and Budget Manager, Jeff Streder, provided a presentation, which is on file in the City Clerk's Office.

Mayor Gomez opened for comments from the public.

1. Darcy Schiller, of Kings Point, stated she hoped the Commission would accept the millage. The average increase would be \$30, and Tamarac has a lot of work that needs to be done. If we go back, while our services are good, they will not be enough.
2. Kimberly Hayden, of Tamarac, asked if we were to receive \$5 million, how would that be factored into the budget. Cajuste stated the budget is a plan of action with revenues we can expect. We have not factored the American Rescue Funds into the budget, because we have not received a guarantee that we are receiving, and there are limitations on what the money can be used for.

Mayor Gomez closed comments from the public.

Commissioner Placko made a motion to set the tentative operating millage rate at 7.2899 mills which is .4480 mills or 6.55% more than the rolled-back rate of 6.8419 mills. Vice Mayor Villalobos seconded.

Commissioner Gelin motioned to amend to adopt the majority rate of 7.1450 mills. The motion failed for a lack of a second.

Clerk Johnson conducted a roll call vote, and the motion failed 3-2. Commissioner Bolton, Commissioner Gelin and Vice Mayor Villalobos voted no. Commissioner Placko and Mayor Gomez voted yes.

Discussion by the Commission ensued.

Commissioner Bolton made a motion to set the tentative operating millage rate at 7.2000 mills which is .3581 mills or 5.23% more than the rolled-back rate of 6.8419 mills. Vice Mayor Villalobos seconded.

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

6. TO2481 – FY2022 Budget Ordinance

An Ordinance of the City Commission of the City of Tamarac, Florida, adopting the operating budget, revenues and expenditures, the capital budget, and the financial policies for the Fiscal Year 2022; providing for conflicts; providing for severability; and providing for an effective date.

Mayor Gomez stated this is the first public hearing to establish the Fiscal Year 2022 Operating Budget, Capital Budget and Financial Policies. A second public hearing on Temporary Ordinance Number 2481 will be held on Tuesday, September 28, 2021 at 5:05 p.m.

Interim City Manager, Kathleen Gunn stated the tentative operating and capital budget for Fiscal Year 2022 is \$221,385,010, which is \$33,418,619 more than the Amended Budget of \$187,966,391 for Fiscal Year 2021. The tentative general fund budget, which is the primary fund for providing governmental services such as, our contract with BSO, general and administrative services, public services, and parks and recreation, is \$71,794,386, which is \$276,965 less than the Amended Budget of \$72,071,351 for Fiscal Year 2021. In addition, the financial policies are included as part of the adoption of the annual budget. These financial policies are an integral part of our long-term financial planning for the City. These policies set parameters for operating management, including establishing reserves for specific purposes, establishing accounts management and financial planning policies and establishing policies on economic resources.

City Attorney, John Herin, read the title for the record.

Director of Financial Services, Christine Cajuste, and Budget Manager, Jeff Streder, provided a presentation, which is on file in the City Clerk's Office. Cajuste stated the budget would be amended to reflect a new total that reduces the budget, due to the

millage that was adopted tonight at 7.200. The presentation before you tonight is presented at the 7.2899.

Discussion by the Commission ensued.

Mayor Gomez opened for public comments.

1. Nicole Bushue, of Tamarac, expressed her concern with the termination of the former City Manager Michael Cernech. She stated the citizens and employees should not be punished for the Commission's bad decision.
2. Darcy Schiller, of Kings Point, provided comments about the Commission's discretionary fund being increased. She also stated that the Commission should lower their salaries, decrease their phone allowance and consolidate events into the One Tamarac event.

Mayor Gomez closed public comments.

Discussion by the Commission ensued.

Cajuste stated the items in the budget, to reflect the 7.2000 mills, has not be adjusted yet. Cajuste clarified the approval tonight, at the 7.2000 mills; the general fund budget will be \$71,388,801, which is \$405,585 less, than the original proposed budget of \$71,794,386, which was at the 7.2899 mills. The operating budget will be reduced from \$221,385,010, to \$220,979,425.

Vice Mayor Villalobos motioned to approve. Commissioner Placko seconded.

Clerk Johnson conducted a roll call vote, on the motion to approve the budget as amended. The motion carried unanimously 5-0.

Mayor Gomez reminded residents that the final budget hearing will be held Tuesday, Sept. 28, 2021 at 5:05 p.m.

There being nothing further to discuss, Mayor Gomez adjourned the meeting at 7:04 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 Special City Commission Meeting held Monday, Sept. 13, 2021.

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

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City Clerk's Office at (954) 597-3505 of such need at least 48 hours (2 days) in advance.

Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at either of the following numbers: 1-800-955-8770 or 1-800-955-8771.

DRAFT

From: [Bernie Burawski](#)
To: [Michelle J. Gomez](#); [Debra Placko](#); [Mike Gelin](#); [Marlon Bolton](#); [Elvin Villalobos](#); [Kathleen Gunn](#); [Jennifer Johnson](#); jherin@foxrothschild.org
Subject: [EXTERNAL]
Date: Sunday, September 12, 2021 9:39:53 PM

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

Good evening City Commissioners, Attorney and Clerk,

The following statement pertains to the special meeting commencing Monday evening on September 13th, 2021. As I am unable to participate in this special meeting, I request that my statement be considered on record, otherwise I would make my statement in person.

This special hearing involves the following items:

TR 13657 FY 2022 Fire Rescue Assessment
TR 13658 FY 2022 Stormwater Management Fee Assessment
TR 13659 FY 2022 Solid Waste Assessment
TR 13660 FY 2022 Nuisance Abatement Assessment
TO 2480 FY 2022 Millage Rate Ordinance
TO 2481 FY 2022 Budget Ordinance

The reason for my statement arises over my concern that Tamarac municipal government practice fiscal responsibility by implementing a balance between government spending and tax. I doubt (which I believe is justified) that sound fiscal responsibility is practiced by Tamarac City Government.

Based on my copy of the 2021 Notice of Proposed Property Taxes and Proposed or Adopted Non-Ad Valorem Assessments from the Broward County Tax Collector, my taxes will raise from a total of \$4,199.19 for 2021 to a total of \$4,277.83 for 2022.

This has been a tough year on taxpayers and it we are not back to normal yet. We are still in danger of COVID due to the Delta Variant. Why not give us a break from raising taxes this year? We've all been through a lot and it doesn't appear to be abating soon. You will probably say that these tax increases are moderate. However, the economy is not helping taxpayers. Inflation is real and we see it everyday in the supermarket with the surreptitious raising of prices by making the packaging smaller and smaller yet the prices either remain the same or rise ever so slightly. Who are we trying to kid? This is an example of the government always keeping one step ahead by not allowing taxpayers to save their hard-earned money.

Hey, money really doesn't grow on trees! It is coming out of our pockets. It seems to me that the least you could do is cut the taxpayers of Tamarac a break this year by not raising our taxes. We deserve better.

Sincerely,

Bernard Michael Burawski
Chief Yeoman, U.S. Navy (Ret.)

5706 NW 84 Avenue
Tamarac, FL 33321-4542

Phone: work 786-792-3771
home 407-371-8525

U.S. Department of Health and Human Services
Office of Medicare Hearing and Appeals
51 SW 1st Avenue, Ste. 1536
Miami, FL 33130



Title - Approval of the Sept. 22, 2021 - City Commission Minutes

ATTACHMENTS:

Description	Upload Date	Type
09222021 Draft Reg Minutes	9/29/2021	Backup Material

City of Tamarac
City Commission Minutes
Wednesday, Sept. 22, 2021

CALL TO ORDER: Mayor Gomez called the Wednesday, Sept. 22, 2021, Special City Commission meeting, being held in Commission Chamber to order at 7:00 p.m.

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

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

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

1. **CITY ATTORNEY REPORT**

City Attorney Herin provided an update on the Aidone settlement, stating he hoped to have the matter resolved by the end of the week.

2. **CITY MANAGER REPORT – None**

3. **PUBLIC PARTICIPATION**

City Attorney Herin announced the rules and expectations for members who participate during public participation.

- a. Rudy Delgado, of Fairhaven 11, provided a statement, which is attached as part of the record.

5. **CONSENT AGENDA**

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

Mayor Gomez asked if there were any additions or deletions.

Interim City Manager, Kathleen Gunn, asked to move items 9.a., b. and c. to be heard at the same time as item 7.a. (Parkside ALF)

Commissioner Bolton asked to remove Item 4.e. "TR13676 - BSO Special Detail for Parks & Recreation Department" for discussion.

Commissioner Bolton motioned to approve the consent agenda as amended. Commissioner Placko seconded.

Clerk Johnson conducted a roll call vote, and motion to approve carried unanimously 4-0.

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

City Attorney Herin read the following title for the record.

Commissioner Bolton motioned to approve. Commissioner Placko seconded.

Commission discussion ensued, and Director of Parks & Recreation Greg Warner, answered questions relative to the agreement.

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

Clerk Johnson conducted a roll call vote, and the motion to approve carried unanimously 4-0.

6. 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.

City Attorney Herin read the title for the record.

Commissioner Placko motioned to approve, and Vice Mayor Villalobos seconded.

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

No discussion by the Commission.

Clerk Johnson conducted a roll call vote, and the motion carried unanimously 4-0.

7. ORDINANCE(S) - FIRSTREADING – None.

8. 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

City Attorney reviewed the rules for quasi-judicial hearings with members of the Commission and the public.

Mayor Gomez asked each of the Commissioners if they had any disclosures regarding the item.

Commissioner Bolton and Vice Mayor Villalobos did not have any disclosures. Commissioner Placko and Mayor Gomez stated they each met with the applicant and her attorney following the previous meeting.

Clerk Johnson swore in Maxine Calloway, Deena Gray, and the applicant Rosa Ramos-Botta. There were no questions or a presentation.

Mayor Gomez asked that the presentations from the June 23, 2021, City Commission meeting be entered into the record. Mayor Gomez stated Ms. Calloway was available for questions, and the applicant has a presentation should a member of the Commission wish to receive it.

City Attorney Herin read the title for the record.

Commissioner Placko motioned to approve. Commissioner Bolton seconded.

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

No discussion from the Commission.

Clerk Johnson conducted a roll call vote, and the motion carried unanimously 4-0.

QUASI-JUDICIAL HEARING(S)

b. 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

City Attorney Herin read the title for the record.

Commissioner Placko motioned to approve, and Commissioner Bolton seconded.

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

No discussion by the Commission.

Clerk Johnson conducted a roll call vote, and the motion carried unanimously 4-0.

c. 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

City Attorney Herin read the title for the record.

Commissioner Bolton motioned to approve, and Commissioner Placko seconded.

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

No discussion by the Commission.

Clerk Johnson conducted a roll call vote, and the motion carried unanimously 4-0.

d. 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

City Attorney Herin read the title for the record.

Commissioner Placko motioned to approve, and Vice Mayor Villalobos seconded.

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

No discussion by the Commission.

Clerk Johnson conducted a roll call vote, and the motion carried unanimously 4-0.

9. ORDINANCE(S) - SECONDDREADING

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

City Attorney Herin read the title for the record.

Commissioner Placko motioned to approve, and Vice Mayor Villalobos seconded.

Mayor Gomez opened for public comments, there being none, Mayor Gomez closed public comments.

No discussion by the Commission.

Clerk Johnson conducted a roll call vote, and the motion carried unanimously 4-0.

10. OTHER - None

There being nothing further to discuss, Mayor Gomez adjourned the meeting at 7:30 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 Wednesday, Sept. 22, 2021.

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hearing, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is based.

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Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at either of the following numbers: 1-800-955-8770 or 1-800-955-8771.

DRAFT

I am Rudy Delgado from Section Eleven, Fairhaven Eleven, District 2.

I am discussing two issues.

First: Madame Mayor Gomez and Mr. Gelin, my commissioner, at my HOA we need your attention. Yes, we are a small community of only 255 single homes for people over 55. I tend to believe that we have been neglected. I also understand that we still are under Covid restrictions.

It is obvious that my association president, Arthur Rose, takes this Covid restrictions opportunity to not have home-owner meetings and his administration makes all the decisions without input from the community. In April we had what an election meeting which, if considered a home-owners meeting, was not properly advertised and there was no quorum. As a result the incumbents reelected themselves. Furthermore, Arthur Rose being president again took on the task of selecting board members and ignored petitions from three candidates for board members at that meeting and installed three other board members that were not even present at that same April meeting.

This is only an example of the kind of manipulation that we are subjected to. In addition his right hand man, Mr. Ricardo Villella, is a bully who screams at people. In general, meetings are conducted with aggression. Intelligent dialog is not appreciated. The treasurer sold her house and moved out early August and we do not know who the new treasurer is. The latest newsletter does not show the names of the board members. They do not show financial records as stated in the bylaws.

Second, as you all recall I have been here talking about a mediocre irrigation system that was installed in our community recently. From what I can tell in the early 70's when several communities were developed in Tamarac they all seemed to have been equipped with the same kind of group irrigation system which was using canal water, pumps and mechanical timers that were in fashion at that time.

After all these years these systems need rebuilding and brought in to the digital era but according to Mr. George Folles, Chief Building Official, who replied to my concerns, in his response he tells me that under Florida Law, the Building Code Section, there are no inspections or permits needed for irrigation. I understand and I am all done with this but I hope I understood his answer correctly.

Based on this and to finish this on a positive note, I kindly request that the City of Tamarac get involved in monitoring new installations of community irrigation and to have a standard model tested and approved so that we don't get unscrupulous companies that cheat the system and use incoherent battery operated timers. I know community irrigation and I am available if needed.

Rudy Delgado * rudydelgado@hotmail.com * 954-529-7575



Title - Approval of the Sept. 28, 2021 - Special City Commission Minutes

ATTACHMENTS:

Description	Upload Date	Type
09282021 Draft Special Minutes	9/29/2021	Backup Material

City of Tamarac
Special City Commission Minutes
Tuesday, Sept. 28, 2021

CALL TO ORDER: Mayor Gomez called the Tuesday, Sept. 28, 2021, Special City Commission meeting, being held in Commission Chamber to order at 5:05 p.m.

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

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

PLEDGE OF ALLEGIANCE: Director of Financial Services, Christine Cajuste, led the Pledge of Allegiance.

Mayor Gomez stated this is a Special Meeting of the City Commission of the City of Tamarac to hold Public Hearings to establish the Millage Rate and adopt the City Budget for Fiscal Year 2022. I'm pleased you could join us this evening. These public hearings are the culmination of an entire year or more of work by this City Commission, the City Manager and the staff. For the benefit of the public tonight, the City Commission held several workshops during the year and a budget workshop on July 7, 2021 to provide direction to staff on this submittal. In addition, the first public hearing on the tentative millage rate and tentative budget was held on September 13, 2021. I would like to thank my colleagues on the dais for their participation at the workshops and for their suggestions as we deliberated on the staff recommendations.

1. TO2480 – FY2022 Millage Ordinance

An Ordinance of the City Commission of the City of Tamarac, Florida to Establish and Levy Ad Valorem Taxes Within the Corporate Limits of the City of Tamarac, Florida, for the Tax Year 2021; Providing for the Levy of Ad Valorem Taxes in the Amount of 7.2000 Mills (\$7.2000 Per \$1,000) Based Upon the Taxable Value on Non-Exempt Real and Personal Property Located Within the City Limits of the City of Tamarac; Providing for Conflicts; Providing for Severability; and Providing for an Effective Date.

Interim City Manager, Kathleen Gunn stated in accordance with the Truth in Millage requirements of Florida Statutes, the City is required to announce the percentage difference between the proposed millage rate and the rolled-back rate. As such, the following is read into the record: The tentative operating millage rate of 7.2000 mills for Fiscal Year 2022 is .3581 mills or 5.23% more than the rolled-back rate of 6.8419 mills. That concludes my statement.

City Attorney, John Herin, read the title for the record.

Director of Financial Services, Christine Cajuste, and Budget Manager, Jeff Streder, provided a presentation, which is on file in the City Clerk's Office.

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

Commissioner Bolton made a motion to set the operating millage rate at 7.2000 mills,

which is .3581 mills or 5.23% more than the rolled-back rate of 6.8419 mills.
Commissioner Placko seconded.

No discussion by the members of the Commission.

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

1. TO2481 – FY2022 Budget Ordinance

An Ordinance of the City Commission of the City of Tamarac, Florida, adopting the operating budget, revenues and expenditures, the capital budget, and the financial policies for the Fiscal Year 2022; providing for conflicts; providing for severability; and providing for an effective date.

Interim City Manager, Kathleen Gunn stated the tentative operating and capital budget for Fiscal Year 2022 is \$220,979,425, which is \$33,013,034 more than the Amended Budget of \$187,966,391 for Fiscal Year 2021. The tentative general fund budget, which is the primary fund for providing governmental services such as our contract with BSO, general and administrative services, public services, and parks and recreation, is \$71,388,801, which is \$682,550 less than the Amended Budget of \$72,071,351 for Fiscal Year 2021. In addition, the financial policies are included as part of the adoption of the annual budget. These financial policies are an integral part of our long-term financial planning for the City. These policies set parameters for operating management, including establishing reserves for specific purposes, establishing accounts management and financial planning policies and establishing policies on economic resources.

City Attorney, John Herin, read the title for the record.

Director of Financial Services, Christine Cajuste, and Budget Manager, Jeff Streder, provided a presentation, which is on file in the City Clerk's Office.

Mayor Gomez opened for comments from the public.

1. Darcy Schiller, of Kings Point, stated the residents are outraged over the salary and initiatives budget for the Commissioners. She suggested the Commission cut their salaries, car allowance, etc. to help cover the contribution to the ADRC, Family Central and other lost revenue.

Mayor Gomez closed public comments.

Vice Mayor Villalobos made a motion to adopt Temporary Ordinance Number 2481 establishing the operating budget, capital budget and financial policies for Fiscal Year 2022, and taking \$62,808 from the contingency fund back to Broward Aging and Disability [ADRC, Area Agency on Aging – Broward County]. Commissioner Placko seconded.

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

There being nothing further to discuss, Mayor Gomez adjourned the meeting at 7:39 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 Special City Commission Meeting held Tuesday, Sept. 28, 2021.

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

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



Title - TR13610 - EMS Internship Program

A Resolution of the City Commission of the City of Tamarac, Florida, approving a five (5) year-term Agreement for Emergency Medical Services (EMS) Internship program between the City of Tamarac and the School Board of Broward County to allow EMS students to ride along on the City's fire rescue vehicles as part of the Internship Program and receive education and training from Tamarac Fire Rescue personnel with an effective date upon execution by all parties and with an expiration date of June 30, 2026, authorizing appropriate City Officials to execute the Agreement for EMS Internship Program; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
TR13610 Memo	9/22/2021	Cover Memo
TR13610 Resolution	9/27/2021	Resolution
TR13610 Exhibit 1	9/22/2021	Exhibit
TR13610 Exhibit 2	9/22/2021	Exhibit
TR13610 Exhibit 3	9/22/2021	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 13610 – School Board Broward County Agreement Renewal for EMS Internship Program

Recommendation:

To place TR13610 on the agenda for the September 8, 2021, City Commission meeting for the approval and execution of an Agreement for Emergency Medical Services (EMS) Internship Program between the City and the School Board of Broward County to allow EMS students to ride on City Fire Rescue vehicles as part of the Internship Program for Emergency Medical Technician (EMT) and Paramedic clinical experience

Issue:

The School Board of Broward County requires an Agreement for the EMS Internship Program to be signed by participating agencies for their EMS students to ride along with each prospective agency. This will allow EMT and Paramedic students to ride along on the City's Fire Rescue vehicles to gain the required experience needed to become a State of Florida Certified EMT and/or Paramedic under Chapter 64J-1, Florida Administrative Code. The Agreement for EMS Internship Program also enables the City to have our own personnel if attending school to ride on our rescue vehicles.

The EMS Internship Program from the School Board of Broward County requires an Agreement with the Tamarac Fire Rescue; the term of the Agreement is a five (5) year-term maintaining consistency throughout our student rider agreements and to become effective upon execution of all parties and with an expiration date of June 30 2026.

The City Acknowledgement of Responsibility to Maintain Confidentiality of Medical Information (Exhibit 1), the Hold Harmless Agreement (Exhibit 2), and the 2021 Agreement for EMS Internship Program (Exhibit 3) are attached hereto.

Fiscal Impact

There is no direct fiscal impact to the City for the Agreement for EMS Internship Program and student riders are covered under the School Board of Broward County's required liability insurance.

Attachments:

Exhibit 1 – City Acknowledgement of Responsibility

Exhibit 2 – Hold Harmless Agreement

Exhibit 3 – 2021 Agreement

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. 2021-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING A FIVE (5) YEAR-TERM AGREEMENT FOR EMERGENCY MEDICAL SERVICES (EMS) INTERNSHIP PROGRAM BETWEEN THE CITY OF TAMARAC AND THE SCHOOL BOARD OF BROWARD COUNTY TO ALLOW EMS STUDENTS TO RIDE ALONG ON CITY'S FIRE RESCUE VEHICLES AS PART OF THE INTERNSHIP PROGRAM AND RECEIVE EDUCATION AND TRAINING FROM TAMARAC FIRE RESCUE PERSONNEL WITH AN EFFECTIVE DATE UPON EXECUTION BY ALL PARTIES AND WITH AN EXPIRATION DATE OF JUNE 30, 2026, AUTHORIZING APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT FOR EMS INTERNSHIP PROGRAM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac through the Fire Department provides Emergency Medical Services (EMS) and Advanced Life Support (ALS) transport; and

WHEREAS, the School Board of Broward County requires an agreement for its EMS Internship Program to be executed with participating agencies for their EMS students to ride along with each prospective agency; and

WHEREAS, the School Board of Broward County has requested that the City of Tamarac allow Emergency Medical Technician (EMT) and Paramedic students to ride along on the City's Fire Rescue vehicles as part of the Internship Program in order to gain the required experience needed to become a State of

Florida Certified EMT and/or Paramedic under Chapter 64J-1, Florida
Administrative Code; and

WHEREAS, the City's Acknowledgement of Responsibility to Maintain Confidentiality of Medical Information, the Hold Harmless Agreement and the Agreement for EMS Internship Program are attached hereto as Exhibits 1, 2, and 3 respectively; and

WHEREAS, the Agreement for EMS Internship Program also enables the City to have our own personnel if attending school to ride on our rescue vehicles; and

WHEREAS, the Fire Chief recommends the approval and execution of the Agreement for EMS Internship Program with the School Board of Broward County; 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 for EMS Internship Program with the School Board of Broward County to allow EMS students to ride on Tamarac Fire Rescue vehicles.

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 expressly incorporated herein and made a part hereof.

SECTION 2: That the Commission hereby approves the Agreement for EMS Internship Program between the City of Tamarac and the School Board of Broward County to allow EMS students to ride on City Fire Rescue vehicles as part of the Internship Program. The appropriate City Officials are hereby authorized to execute the School Board of Broward County Agreement for EMS Internship Program (attached hereto as Exhibit 3) for a five (5) year term effective upon execution of the Agreement and with an expiration date of June 30, 2026.

SECTION 3: That 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, CMC
CITY CLERK

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

JOHN R. HERIN
CITY ATTORNEY



CITY OF TAMARAC

ACKNOWLEDGMENT OF RESPONSIBILITY TO MAINTAIN CONFIDENTIALITY OF MEDICAL INFORMATION

By virtue of your internship program or other association with the City of Tamarac, you may need to know and, therefore, may be informed of certain patient medical information that is necessary to perform your assigned duties.

State law, and in some instances federal law, mandates that personal information and protected health information ("medical information") be kept confidential unless the patient gives specific written authorization or unless compelled by court order or subpoena, when certain conditions are met for release of medical information.

By signing this form, you acknowledge that you must maintain as confidential all medical information regarding any patient which you obtain in conjunction with your internship duties and responsibilities, and you further acknowledge that you may not disseminate this medical information to or discuss the medical condition of a patient with any person except those persons directly necessary to the performance of your duties and responsibilities.

Breach of this confidentiality may result in monetary liability, civil, and/or criminal penalties imposed by law, and shall subject interns to discipline up to and including dismissal for violation of City rules.

Print Name of Student: _____ MI _____ Last _____ Suffix _____

Signature of Student: _____

Date: _____

Received by: _____ on _____ (Name) (Date)

For internal use only: Date Received: _____ Recipient: _____



**CITY OF TAMARAC
FIRE RESCUE DEPARTMENT
HOLD HARMLESS AGREEMENT**

IN CONSIDERATION of the permission I have been granted to accompany one or more agents of the City of Tamarac Fire Rescue Department, Tamarac, Florida, a municipal corporation, in the course of his or her duty I, the undersigned, do by these presents release the City of Tamarac and its Fire Rescue agents, public officials, servants and employees of the City of Tamarac from any and all liability, claims, demands, actions and causes of action resulting from any and all damage to me or my property, injuries, illnesses, or my death, arising out of or relating to any happening or occurrence while I am accompanying any agent of Tamarac Fire Rescue on duty, or incidental thereto, and for the same consideration, I promise to release and forever hold each of them harmless from any such liability, claims, demands, illnesses, actions or causes of action.

The terms of this Agreement shall be in full force and effect on the date hereof and on any other occasion hereafter when I accompany City of Tamarac agents.

I have read and understand the conditions of this program as stated above, and hereby voluntarily assume all risks of loss, damage, injury or illnesses to me or my property, including death, which may be sustained while a passenger of the City vehicle or incidental to accompanying one or more City of Tamarac Fire Rescue agents while on duty.

This Release and Agreement shall be binding upon me and my heirs, executors, administrators, personal representatives and assigns, and shall inure to the benefit of the said City, agents, public officials and any person herein designated, and their heirs, executors, administrators, personal representatives, assigns and successors in office.

Dated this _____ day of _____ 20____.

Print Name

Signature

FOR DEPARTMENTAL USE

Citizen Assigned To: _____

Date Civilian Rode: _____ **Shift:** _____

Shift Supervisor's Signature: _____

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2021, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as “SBBC”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CITY OF TAMARAC, FLORIDA
(hereinafter referred to as (“City”)),
whose principal place of business is
7525 NW 88th Avenue, Tamarac, Florida 33321

WHEREAS, the City agrees to collaborate in the education and ride-along training of students in the Broward Emergency Medical Technician (EMT)/Firefighter Program (“Program”) of the City; and

WHEREAS, the City acknowledges the value of this collaboration and offers to provide optimum facilities, resources, and expertise at its disposal for the comprehensive education of students; and

WHEREAS, this Program will benefit both parties by providing trained EMT/Paramedics for the benefit of the entire community.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** This Agreement begins on the date it is fully executed by both parties and concludes on June 30, 2026, unless terminated earlier pursuant to Section 3.05 of this Agreement.

2.02 **Program Purpose.** The Program's primary purpose is to educate and prepare students to provide initial care to sick or injured persons taught by certified first responder personnel.

- a) SBBC shall coordinate clinical rotations in consultation with appropriate personnel of the City. These rotations will be selected in accordance with the specific learning required and opportunities accessible.
- b) SBBC shall accept administrative responsibility for the Program and provide didactic and performance-based instruction as required.
- c) SBBC shall ensure the quality of course content in accordance with existing accreditation standards.
- d) SBBC shall acknowledge and consult with proper City personnel for administrative matters.
- e) SBBC shall comply with existing operational policies and procedures of the City.

2.03 **Instruction and Curriculum.**

- a) The City shall provide information and training to Program students and faculty on any City of Tamarac Policies and Procedures related to the Agreement.
- b) The City shall provide the clinical facilities necessary for the students to obtain experience for emergency patients who are not admitted to hospitals.
- c) The City shall provide students with opportunities for observations and participation in patient evaluation, treatment, and transportation in the out-of-hospital environment.
- d) The City shall provide clinical supervision of students including clinical skills.
- e) The City shall communicate pertinent information related to student clinical performance to SBBC.
- f) The City shall be responsible for providing Program students with gloves, N95 or equivalent face mask, and additional personal protective equipment commensurate with the type of call.

2.04 **SBBC Disclosure of Education Records.**

- (a) The purpose: SBBC will provide City with education records listed in this section to schedule students to specific stations on specific dates for the Program.

(b) SBBC will provide City with the following education records, via email:

- 1) Students' first and last name
- 2) Name of students' school of record

(c) SBBC will obtain written consent from each adult student prior to disclosing the education records listed in this section. The Release and Waiver attached hereto as Exhibit A and the Request for Permission to Ride as an Observer and Hold-Harmless Agreement attached hereto as Exhibit B are maintained by SBBC. These completed forms will be provided to the City. Participating students will be required by SBBC to execute a Request For Permission To Ride As An Observer And Hold-Harmless Agreement substantially complying with the form attached hereto as Exhibit B, and incorporated herein by reference. SBBC understands that a provided City of Tamarac Liability Hold Harmless & Indemnification agreement, as well as a student rider HIPAA form must be completed and on file with the City of Tamarac, prior to the commencement of any ride time. Students further agree to keep confidential anything which they may observe when requested to do so by members of the Tamarac Fire-Rescue Department. Additionally, students understand that they cannot take any photographs, video, or other imaging (analog or digital) without the express written consent of the Fire Chief or his/her designee. The students further understand and agree that any medically related patient information shall not be disseminated in any form under penalty of law (HIPAA).

2.05 **City's Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, City shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

2.06 **Telephone Consultation.** SBBC shall provide faculty or school administration for consultation with the City by telephone at any given time during which students are on the City's premises without supervision by an instructor.

2.07 **Course Materials.** Upon request, SBBC shall provide the City copies of current course outlines, course objectives, curriculum, philosophy and a list of faculty and their qualifications.

2.08 **Approval/Accreditation Status.** Through its administrators and faculty, SBBC shall maintain approval/accreditation status for the Fire Academy program.

2.09 **Supervision of Educational Experiences.** Students participating in the Program, for clinical education experiences directly related to patient care shall be supervised by City personnel employed or contracted by City.

2.10 **Faculty Orientation.** The City shall provide an orientation for SBBC faculty prior to the commencement of the students' clinical educational experiences, if requested by SBBC faculty.

2.11 **Student Experience.** SBBC shall be responsible for guidance, direction and supervision of students participating in the Program.

2.12 **Patient Confidentiality.** SBBC and its participating students and faculty shall keep strictly confidential and hold in trust all confidential information of the City and/or its patients and shall not disclose or reveal any confidential information to any third party without the express prior written consent of the City. Participating students will be required by SBBC to execute a Request For Permission To Ride As An Observer And Hold-Harmless Agreement substantially complying with the form attached hereto as Exhibit B, and incorporated herein by reference. Students further agree to keep confidential anything which they may observe when requested to do so by members of the Tamarac Fire-Rescue Department. Additionally, students understand that they cannot take any photographs, video, or other imaging (analog or digital) without the express written consent of the Fire Chief or his/her designee. The students further understand and agree that any medically related patient information shall not be disseminated in any form under penalty of law (HIPAA). SBBC and its participating students shall comply with any applicable state or federal laws or regulations concerning patient confidentiality or protected health information. SBBC students shall receive orientation and training on the City's privacy policies and procedures prior to beginning the educational programs, pursuant to this Agreement. Unauthorized disclosure of confidential information, patient information, or protected health information shall be a material breach of this Agreement and shall constitute cause for the immediate termination of this Agreement. SBBC shall immediately notify the City of any unauthorized disclosure of confidential information, patient information, or protected health information that comes to its knowledge. SBBC will not enter into any contracts related to this Agreement with third persons to whom confidential information, patient information, or protected health information would be provided without the express written consent of the City and the imposition upon such third persons of the same duty to safeguard said information. SBBC's records relating to the use and disclosure of said information shall be available for inspection upon reasonable notice to the City or any federal or state authority entitled to access to such information. The provisions of this section survive the expiration or termination of this Agreement.

2.13 **Number of Assigned Students.** SBBC and the City agree that the determination of the number of students to be assigned to the City shall be at the discretion of the City, based on a variety of factors including, but not limited to, staff, space availability and the number of students enrolled in the Program.

2.14 **Program Uniforms.** SBBC shall require students participating in the educational Program to wear the uniform of the Program and approved nametag while on the City's premises.

2.15 **Students are Not City Employees.** SBBC, its faculty and its students shall in no event become or be deemed to be employees, servants, agents, or volunteers of the City. Students shall be considered employees, servants, agents, or volunteers of SBBC.

2.16 **No Compensation.** Each party shall perform the duties and responsibilities specified in this Agreement without compensation. Participating students shall be treated by the City as trainees and shall have no expectation of receiving compensation or future employment from either party. Any courtesy appointments to City's staff for the purposes of this Program shall be without entitlement of the appointee to compensation or benefits. Students shall pay for their own means while participating in the Program

2.17 **Discontinued Student Placement.** SBBC reserves the right to refuse or discontinue the placement of students if the City does not meet the professional educational requirements and standards of SBBC. The City reserves the right to discontinue the availability of its facilities and services to any student who does not continuously meet professional or other requirements, qualifications, and standards of the City as determined by the City, following collaboration with SBBC personnel. The City reserves the right to immediately remove from its premises and to prohibit from future participation any student who behaves unprofessionally or poses an immediate threat or danger to patients or personnel or to the quality of medical services. However, the parties agree that only SBBC can dismiss a student from Program participation.

2.18 **Personal Property.** The City is not responsible for the personal property belonging to SBBC faculty or students participating in the Program.

2.19 **Participant's Medical Care.** SBBC and/or the students participating in the Program are responsible for arranging for the student's medical care and/or treatment, if necessary, including transportation in the event of illness or injury while participating in the Program provided at the City's premises. In no event will the City be financially or otherwise responsible for said medical care and treatment.

2.20 **Emergency Health Care Services.** The City shall provide immediate emergency health care services to students participating in the Program in the event of accidental injury or illness while on the City's premises. At the time of providing such services, the City and emergency health care facility shall accept assignment of the affected individual's personal or Broward County Schools Student Basic Accident insurance policy. Neither City nor SBBC will be responsible for costs involved in the provision of such services, the follow-up care, or hospitalization.

2.21 **City Accreditation/Licensure.** Upon request, the City shall provide proof of its accreditation/licensure status to SBBC.

2.22 **Inspection of City Records by SBBC.** City shall establish and maintain books, records, and documents (including electronic storage media) related to this Agreement. All of City's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations, and/or reproductions, SBBC's agent or authorized representative shall have access to City's Records from the effective date of this Agreement, for the duration of the term of the Agreement, and until the later of three (3) years after the termination of this Agreement or three (3) years to City's pursuant to this Agreement. SBBC's agent or its authorized representative shall provide City with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and/or reproduction. SBBC's agent or its authorized representative shall have access to the City's facilities and to any and all records related to the Agreement and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section. City shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.23 **City Insurance.** The City maintains insurance for the benefit of its employees, servants, and agents. Nothing contained in this Agreement shall constitute a waiver of sovereign immunity by the City if the City possesses sovereign immunity.

2.24 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County,
Florida 600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director
Career, Technical, Adult and Community
Education
The School Board of Broward County, Florida
1701 Northwest Twenty-Third Avenue
Fort Lauderdale, Florida 33311

With a Copy to: Curriculum Supervisor, Health Science
Career, Technical, Adult and Community Education
The School Board of Broward County, Florida
1701 Northwest Twenty-Third Avenue

Fort Lauderdale, Florida 33311

To City: Michael Cernech, City Manager
City of Tamarac
6000 Hiatus Road
Tamarac, Florida 33321

With a Copy to: Percy Sayles, Fire Chief
City of Tamarac, Fire Rescue
6000 Hiatus Rd. 2nd Floor
Tamarac, Florida 33321

2.25 **Background Screening.** The City agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of the City or its personnel providing any services under the conditions described in the previous sentence. The City shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the City and its personnel. The parties agree that the failure of the City to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Nothing herein shall be construed as a waiver by SBBC or the City of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2.26 **Criminal Background Check and Drug Screening.** All emergency medical technician firefighting students, must take and successfully pass a criminal background check and a ten-panel drug screening test. In accordance with the reemployment regulations and guidelines of the hospital, nursing home, clinical facility, or rescue station students may be denied Program entrance. The results of the criminal background check and drug screening tests will be discussed with the student and his/her parent or guardian, if required.

2.26 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. City shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, City shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. City shall 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 Agreement's term and following completion of the Agreement if City does not transfer the public records to SBBC. Upon completion of the Agreement, City shall transfer, at no cost, to SBBC all public records in possession of City or keep and maintain public records required

by SBBC to perform the services required under the Agreement. If City transfers all public records to SBBC upon completion of the Agreement, City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If City keeps and maintains public records upon completion of the Agreement, City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.27 **Indemnification**. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence subject to the limits set forth in Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.28 **Professional Liability Insurance Coverage**. SBBC shall provide the City proof of professional liability insurance coverage with a minimum of \$1,000,000/\$3,000,000 for each student and faculty member. Students shall be required to be covered by their own health or accident insurance.

2.29 **Equal Opportunity Provision**. 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 Agreement.

2.30 **Incorporation by Reference**. Exhibits A and B attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

2.31 **Hold Harmless**. SBBC agrees to advise all faculty and students that the City requires each student to sign the Hold Harmless Agreement before participating in the Program. SBBC shall ensure that its faculty and students execute the Hold Harmless Agreement attached hereto as Exhibit B to this Agreement. SBBC shall provide all executed faculty and student Hold Harmless Agreements to the City prior to any faculty and/or student participation pursuant to this Agreement.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **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. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination,

conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** If any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal,

unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **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.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **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.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of

the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.22 **Compliance with HIPAA.** SBBC shall ensure that all students have received proper training with respect to the requirements of the Health Insurance Probability and Accountability Act 1996 (“HIPAA”). SBBC shall ensure that its students comply with all applicable requirements of HIPAA.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Dr. Vickie L. Cartwright
Interim Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CITY:

(Corporate Seal)

CITY OF TAMARAC, FLORIDA

ATTEST:

By _____
Kathleen Gunn, Interim City Manager

Jennifer Johnson, CMC, City Clerk

John R. Herin, Jr., City Attorney

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary’s Attestation or Two (2) Witnesses.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification and who did/ did not first take an oath this _____ day of _____, 2021.

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary’s Commission No.

EXHIBIT A

RELEASE AND WAIVER

I, _____, in consideration for being allowed to enroll and participate in the Broward Emergency Medical Technician (EMT)/Firefighter Program (“Program”), hereby agree to sign this Release and Waiver.

Accordingly, I agree to unconditionally release, waive, and discharge the City of Tamarac, Florida, its Commission members, employees, agents, and servants, all hereafter referred to as “releasees”, from all claims and courses of action, that I, my personal representatives, assigns, heirs, and next of kin, may have for any loss, damage, or injury to person or property, whether caused by negligence, or otherwise of the releasees. In addition, I agree to release against all claims, demands, and actions arising out of either my own actions or involvement with the City of Tamarac, Florida, and/or the above listed educational programs.

I certify and warrant that I am in good health and physical condition and am able to participate in the above activity.

I HAVE CAREFULLY READ THE FOREGOING RELEASE AND WAIVER AND KNOW THE CONTENTS THEREOF AND HAVE SIGNED THIS RELEASE AND WAIVER AS MY OWN FREE ACT.

I expressly agree that this Release and Waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Florida, and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding, continue in full force and effect.

In Witness Whereof, I have executed this Release and Waiver on _____,
20____.

By: _____
(Signature of Student age 18 or Over)

By: _____
(Printed Name of Student age 18 or Over)

I have asked the Participant if he/she understood what is being signed.

WITNESS: _____
(Signature of Witness)

(Printed Name of Witness)

EXHIBIT B

**REQUEST FOR PERMISSION TO RIDE AS AN OBSERVER
AND
HOLD-HARMLESS AGREEMENT**

The undersigned being over the age of eighteen, does hereby request the City of Tamarac Fire-Rescue Department permission to ride solely as an observer in an authorized City of Tamarac Fire-Rescue Department motor vehicle. This observation is for the purpose of educational benefit. If permission is granted, I hereby agree at all times to obey all instructions, orders and directives given me by the officer or officers in command whether it be in or at the fire station, on any fire department vehicle or any incident scene. I fully realize and appreciate the basic nature of fire department work and the possibility that situations will arise which might result in exposure to danger or physical harm or injury, including, but not limited to, motor vehicle accidents. I nevertheless freely and voluntarily accept these risks. I further agree to keep confidential anything which I may observe when requested to do so by members of the City of Tamarac Fire-Rescue Department. Additionally, I understand that I cannot take any photographs, video or other imaging (analog or digital) without the express written consent of the Fire Chief or their designee. I further understand and agree that any medically related patient information shall not be disseminated in any form under penalty of law (HIPAA). Finally, I understand that the privilege of riding as an observer may be terminated at any time without notice by the City of Tamarac Fire-Rescue Department.

WHEREOF, in consideration of the educational benefit to be received and the granting of the above request, I hereby agree to hold the City of Tamarac, Florida, its Commission, Tamarac Fire-Rescue Department and its Fire Chief, City of Tamarac, Florida employees, agents and servants harmless from any and all liability to me for bodily injury or property damage whether proximate or remote, sustained during the period of time I may be in the capacity of an observer as aforesaid.

_____	_____	_____
(Print Name)	(Home Address)	(Telephone Number)
_____	_____	_____
(Signature)	(City)	(State, Zip)
_____	_____	_____
(Age)	(Date of Birth)	(Occupation)
_____	_____	_____
(Fire Department Witness – Print)	(Witness – Signature)	(Rank)

Approved: _____ For _____
(Deputy Fire Chief – Print & Signature) (Date and Time Period)

Unit Assigned: _____



Title - TR13679 - Broward Health Physician Resident Internship Program

A Resolution of the City Commission of the City of Tamarac, Florida, approving the execution of a five (5) year-term Program Letter of Agreement for Emergency Medical Services (EMS) Physician Resident Internship Program between the City of Tamarac and North Broward Hospital District d/b/a Broward Health to allow resident physicians to ride along on City's Fire Rescue vehicles as part of the physician resident internship program for the emergency room physician certification and receive training from Tamarac Fire Rescue personnel with an effective date upon execution by all parties and effective for a period of five (5) years from the execution date, authorizing appropriate City Officials to execute the Agreement for EMS Physician Resident Internship Program; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
TR13679 Memo	9/16/2021	Cover Memo
TR13679 Resolution	9/16/2021	Resolution
TR13679 Exhibit A	9/16/2021	Exhibit
TR13679 Exhibit B	9/16/2021	Exhibit
TR13679 Exhibit C	9/21/2021	Exhibit

**City of Tamarac
Interoffice Memorandum
Fire Department**

To: Kathleen Gunn, Interim City Manager
From: Michael Annese, Acting Fire Chief
Date: September 16, 2021
Re: TR 13679 –Broward Health Physician Resident Internship Program Agreement

Recommendation:

To place TR13679 on the agenda for the October 13, 2021, City Commission meeting for the approval and execution of a Program Letter of Agreement (PLA) for Emergency Medical Services (EMS) Physician Resident Internship Program between the City and the North Broward Hospital District D/B/A Broward Health to allow resident physicians to ride on City's Fire Rescue vehicles as part of the physician resident internship program for emergency room physician certification.

Issue:

The Broward Health Hospital District requires an Agreement for the Internship Program to be signed by participating agencies for their resident physicians to ride along with each prospective agency. This will allow resident physicians to ride along on the City's Fire Rescue vehicles to gain the required experience needed to become an emergency room certified physician. The agreement for resident internship program also enables the City to have our personnel work side by side with a fully trained physician to use as a sounding board for medical diagnosis and treatment modalities.

The resident physician emergency room certification program requires a PLA with the City of Tamarac through Tamarac Fire Rescue; the term of the PLA is a five (5) year-term maintaining consistency throughout other ridership agreements Tamarac Fire Rescue has already in place with other entities; the PLA will become effective upon execution of all parties.

The City Acknowledgement of Responsibility to Maintain Confidentiality of Medical Information (Exhibit A), the Hold Harmless Agreement (Exhibit B), and the PLA for Physician Internship Program (Exhibit C) are attached hereto.

Fiscal Impact

There is no direct fiscal impact to the City for this Agreement for physician internship program and physician riders are covered under the Broward Hospital District's required liability insurance.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. 2021-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE EXECUTION OF A FIVE (5) YEAR-TERM PROGRAM LETTER OF AGREEMENT FOR EMERGENCY MEDICAL SERVICES (EMS) PHYSICIAN RESIDENT INTERNSHIP PROGRAM BETWEEN THE CITY OF TAMARAC AND NORTH BROWARD HOSPITAL DISTRICT D/B/A/ BROWARD HEALTH TO ALLOW RESIDENT PHYSICIANS TO RIDE ALONG ON CITY'S FIRE RESCUE VEHICLES AS PART OF THE PHYSICIAN RESIDENT INTERNSHIP PROGRAM FOR THE EMERGENCY ROOM PHYSICIAN CERTIFICATION AND RECEIVE TRAINING FROM TAMARAC FIRE RESCUE PERSONNEL WITH AN EFFECTIVE DATE UPON EXECUTION BY ALL PARTIES AND EFFECTIVE FOR A PERIOD OF FIVE (5) YEARS FROM THE EXECUTION DATE, AUTHORIZING APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT FOR EMS PHYSICIAN RESIDENT INTERNSHIP PROGRAM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac through the Fire Department provides Emergency Medical Services (EMS) and Advanced Life Support (ALS) transport; and

WHEREAS, the North Broward Hospital District D/B/A Broward Health requires a Program Letter of Agreement (PLA) for its physician resident internship program for emergency room physician certification to be executed with participating agencies to ride along; and

WHEREAS, the North Broward Hospital District D/B/A Broward Health has requested that the City of Tamarac allow resident physicians to ride along on the City's Fire Rescue vehicles as part of the physician resident internship program in order to gain the required experience needed to become an emergency room certified physician; and

WHEREAS, the City's Acknowledgement of Responsibility to Maintain Confidentiality of Medical Information, the Hold Harmless Agreement and the PLA for EMS for Physician Resident Internship Program is attached hereto as Exhibits A, B, and C respectively; and

WHEREAS, the PLA for EMS for Physician Resident Internship Program also enables the City to have our personnel work side by side with a fully trained physician to use as a sounding board for medical diagnosis and treatment modalities; and

WHEREAS, the Fire Chief recommends the approval and execution of the PLA for EMS Physician Resident Internship Program with the North Broward Hospital District D/B/A Broward Health; 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 PLA for EMS Physician Resident Internship Program with the North Broward Hospital District D/B/A Broward Health to allow resident physicians to ride on Tamarac Fire Rescue vehicles.

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 expressly incorporated herein and made a part hereof.

SECTION 2: That the Commission hereby approves the Program Letter of Agreement for EMS Physician Resident Internship Program between the City of Tamarac and the North Broward Hospital District D/B/A Broward Health to allow physician residents to ride on City Fire Rescue vehicles as part of the Physician Resident Internship Program. The appropriate City Officials are hereby authorized to execute the North Broward Hospital District D/B/A Broward Health Physician Letter of Agreement for Physician Resident Internship Program (attached hereto as Exhibit C) for a five (5) year term and effective upon execution of the Agreement.

SECTION 3: That 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, CMC
CITY CLERK

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

JOHN R. HERIN JR.,
CITY ATTORNEY



CITY OF TAMARAC

ACKNOWLEDGMENT OF RESPONSIBILITY TO MAINTAIN CONFIDENTIALITY OF MEDICAL INFORMATION

By virtue of your internship program or other association with the City of Tamarac, you may need to know and, therefore, may be informed of certain patient medical information that is necessary to perform your assigned duties.

State law, and in some instances federal law, mandates that personal information and protected health information ("medical information") be kept confidential unless the patient gives specific written authorization or unless compelled by court order or subpoena, when certain conditions are met for release of medical information.

By signing this form, you acknowledge that you must maintain as confidential all medical information regarding any patient which you obtain in conjunction with your internship duties and responsibilities, and you further acknowledge that you may not disseminate this medical information to or discuss the medical condition of a patient with any person except those persons directly necessary to the performance of your duties and responsibilities.

Breach of this confidentiality may result in monetary liability, civil, and/or criminal penalties imposed by law, and shall subject interns to discipline up to and including dismissal for violation of City rules.

Print Name of Student: _____ MI _____ Last _____ Suffix _____

Signature of Student: _____

Date: _____

Received by: _____ on _____ (Name) (Date)

For internal use only: Date Received: _____ Recipient: _____



**CITY OF TAMARAC
FIRE RESCUE DEPARTMENT
HOLD HARMLESS AGREEMENT**

IN CONSIDERATION of the permission I have been granted to accompany one or more agents of the City of Tamarac Fire Rescue Department, Tamarac, Florida, a municipal corporation, in the course of his or her duty I, the undersigned, do by these presents release the City of Tamarac and its Fire Rescue agents, public officials, servants and employees of the City of Tamarac from any and all liability, claims, demands, actions and causes of action resulting from any and all damage to me or my property, injuries, illnesses, or my death, arising out of or relating to any happening or occurrence while I am accompanying any agent of Tamarac Fire Rescue on duty, or incidental thereto, and for the same consideration, I promise to release and forever hold each of them harmless from any such liability, claims, demands, illnesses, actions or causes of action.

The terms of this Agreement shall be in full force and effect on the date hereof and on any other occasion hereafter when I accompany City of Tamarac agents.

I have read and understand the conditions of this program as stated above, and hereby voluntarily assume all risks of loss, damage, injury or illnesses to me or my property, including death, which may be sustained while a passenger of the City vehicle or incidental to accompanying one or more City of Tamarac Fire Rescue agents while on duty.

This Release and Agreement shall be binding upon me and my heirs, executors, administrators, personal representatives and assigns, and shall inure to the benefit of the said City, agents, public officials and any person herein designated, and their heirs, executors, administrators, personal representatives, assigns and successors in office.

Dated this _____ day of _____ 20____.

Print Name

Signature

FOR DEPARTMENTAL USE

Citizen Assigned To: _____

Date Civilian Rode: _____ **Shift:** _____

Shift Supervisor's Signature: _____

PROGRAM LETTER OF AGREEMENT
BETWEEN
NORTH BROWARD HOSPITAL DISTRICT
D/B/A BROWARD HEALTH
AND
CITY OF TAMARAC

THIS PROGRAM LETTER OF AGREEMENT (“PLA”), is entered into by and between **NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH**, a special taxing district of the State of Florida (“Broward Health”), and City of Tamarac through its Fire Rescue Department (“Participating Site”), to be effective as of September 2, 2021 or upon the date of the last signature of the parties to this PLA, whichever date is later (the “Effective Date”).

This PLA, pursuant to the requirements of the Accreditation Council for Graduate Medical Education (“ACGME”) provides the details on faculty, supervision, evaluation, educational content, length of assignment, and the policy and procedures for each required assignment of Broward Health’s physician residents and fellows (individually, a “Resident” and collectively, “Residents”) that occurs outside of Broward Health. Accordingly, the parties to this PLA agree as follows:

1. Persons Responsible for Education and Supervision

At Broward Health: Program Director: Kevin Boehm, D.O.

At Participating Site: Site Director: Benny Menendez, M.D.

The above-mentioned individuals are responsible for the education and supervision of the Residents while rotating at Participating Site.

2. Responsibilities

The faculty at Participating Site must provide appropriate supervision of Residents in patient care activities and maintain a learning environment conducive to educating the Residents in the ACGME competency areas. The faculty must evaluate resident performance in a timely manner during each rotation or similar educational assignment and document this evaluation at completion of the assignment.

3. Content and Duration of the Educational Experiences

The content of the educational experiences has been developed according to ACGME Residency Program Requirements, and include the goals and objectives outlined in Exhibit A attached hereto and incorporated herein by reference.

In cooperation with the Program Director, Site Director and the faculty at Participating Site are responsible for the day-to-day activities of the Residents to ensure that the outlined goals and objectives are met during the course of the educational experiences at Participating Site.

The duration(s) of the assignment(s) to Participating Site is (are): four (4) weeks, PGY-1

4. Policies and Procedures that Govern Resident Education

Residents will be under the general direction of Broward Health's Graduate Medical Education Committee's Residency Program's Policy and Procedure Manual, Broward Health's policies related to the Compliance Program, Broward Health's Policies and Procedures Manual, and Participating Site's policies which apply to the educational experience of the Residents.

5. Term and Termination

The term of this PLA shall be effective as of the Effective Date and shall continue in full force and effect for a period of five (5) years from the Effective Date, unless otherwise terminated as provided herein (the "Term").

Either party may terminate this PLA without cause upon ninety (90) days prior written notice to the other party or upon completion of the then-current academic year, whichever date is longer.

This PLA may be terminated by either party for cause. For purposes of this PLA, "cause" shall mean any act or omission of either party which is contrary to the other's business interests, reputation, or good will, or for any material breach of this PLA, and failure to cure such breach within fifteen (15) days following written notice of such breach. Notwithstanding the foregoing, if Broward Health or Participating Site seek to terminate this PLA for cause, and either party determines in its sole discretion that the event giving rise to the "cause" termination cannot be remedied or cured, then no cure period will be provided and Broward Health or Participating Site may immediately terminate this PLA.

In the event this PLA is terminated early for any reason, the parties shall continue to perform their respective obligations pursuant to the terms hereof with regard to any current Residents rotating at the Participating Site until the such Residents complete their respective rotation; provided, however, that Broward Health may immediately terminate this PLA if Broward Health determines, in its sole discretion, that Resident rotations at the Participating Site pose a direct threat to the health or safety of the Residents or others, or if Broward Health believes, in its sole discretion, that continuing Resident rotations at the Participating Site is not in the best interest of Broward Health or Broward Health's Residents.

6. Salary and Benefits

Both parties understand and agree that the Residents' salaries and fringe benefits (including travel and lodging where applicable) shall be paid by Broward Health during the time the Residents' rotate at the Participating Site.

7. Participating Site's Representations and Warranties

Participating Site hereby represents and warrants to Broward Health that:

- a. Neither Participating Site nor Participating Site's principals, employees, representatives, agents, assistants, associates, and subcontractors (individually, "Employee" and collectively, "Employees"), nor the immediate family of Participating Site or Employee has a compensation arrangement of any kind with Broward Health. For purposes of this subsection, the term "immediate family" shall include a spouse, natural or adoptive parent, child or sibling, stepparent, stepchild, stepbrother or stepsister, father-in-law, mother-in-law, grandparent, grandchild or spouse of a grandparent or grandchild. For purposes of this subsection, compensation shall be defined as any type of remuneration directly or indirectly, overtly or

covertly, paid in cash or in kind. The Corporate Compliance Office and the General Counsel's Office of Broward Health are authorized, in their sole discretion, to waive this requirement upon a showing of good cause and a demonstration that such waiver does not violate any applicable Federal or State statute, rule or regulation.

- b. Neither Participating Site nor any Employees have been indicted for, charged with, or convicted of: (i) a felony offense, including a felony offense for which revocation of enrollment and billing privileges in the Medicare program is authorized under 42 C.F.R. § 424.535; (ii) a misdemeanor or felony offense related to the delivery of health care services; (iii) a misdemeanor or felony offense related to the practice of medicine; (iv) a crime of moral turpitude; (v) a misdemeanor or felony offense related to Participating Site's or any Employee's conduct as an employee of a public entity; or (vi) a misdemeanor or felony offense within the scope of 42 U.S.C § 1320a – 7(a).
- c. Neither Participating Site nor any Employees are undergoing any type of audit or are under investigation by a public or private, state, or regulatory body or auditing entity at the time of entering into or extending this PLA.
- d. Participating Site and its Employees have not engaged in, and during the Term of this PLA shall not engage in, any activities prohibited under the federal anti-kickback laws (42 U.S.C. 1320a-7, 1320a-7a, 1320a-7b), the regulations promulgated pursuant to such federal statutes, related state or local statutes or regulations, or rules of professional conduct.
- e. Neither Participating Site nor any Employees are or have been excluded, debarred, suspended, or has been otherwise determined to be, or identified as, ineligible to participate (including revocation of enrollment and billing privileges) in any Federal or State Health Care Program, including but not limited to, the Medicare and Medicaid Programs, nor has Participating Site or any Employees received notice that he or she is to be excluded, debarred, suspended or otherwise determined to be, or identified as, ineligible to participate (including revocation of enrollment and billing privileges) in any Federal or State Health Care Program. Neither Participating Site nor any Employees further have received any information or notice, or has become aware, by any means or methods, that Participating Site or any Employees are the subject of any investigation or review regarding Participating Site's or any Employees' participation in any Federal or State Health Care Program or is subject to investigation related to his or her conduct as an employee of a public entity.
- f. Participating Site shall, prior to and during the Term of this PLA, conduct periodic reviews of all Employees, including any officers, directors and persons or entities with any ownership interest in Participating Site, to ensure that no Employee has been debarred, disqualified, excluded, suspended, or is otherwise ineligible to participate in any federal health care program ("Exclusion Checks"). If Participating Site fails to perform Exclusion Checks or otherwise fails to prevent or permits an Employee who has been debarred, disqualified, excluded, suspended, or who is ineligible to participate in any federal health care program, to perform any services or obligations under this PLA, Broward Health may terminate this PLA for cause. This subsection f. shall survive the expiration or termination of this PLA.
- g. Participating Site shall provide the names and any other information requested by Broward Health of any and all Employees who will be performing any services or obligations pursuant to this PLA. The Participating Site's use of any Employee is subject to the prior written consent of Broward Health, in its sole discretion.
- h. Participating Site has not employed or retained any company or person, other than a bona fide employee working solely for Participating Site, to solicit or secure this PLA 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 Participating Site, any fee, commission, percentage, gift or

other consideration contingent upon or resulting from the award or making of this PLA. For a breach or violation of this provision, Broward Health shall have the right to terminate this PLA without liability at its discretion, or to deduct from the PLA price or otherwise recover the fully amount of such fee, commission, percentage, gift or consideration.

- i. Participating Site agrees to notify Broward Health in writing immediately, but in no event more than one (1) business day, after it becomes actually aware (or should have been aware) that any of the foregoing warranties has changed.
- j. Participating Site acknowledges and understands that the failure to comply with the foregoing constitutes a material breach of this PLA and that Broward Health may determine, in its sole discretion and notwithstanding any other provision of this PLA to the contrary, that the material breach may be not able to be cured. In such event, Broward Health may immediately terminate this PLA.

8. Public Records

In order to comply with Florida's public records laws, Broward Health and the Participating Site shall:

- a. Keep and maintain public records required by either party to perform the Services required under this PLA.
- b. Upon request from either party's custodian of public records, provide the other party with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. 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 PLA's term and following completion of the PLA if both parties do not transfer their public records to each other.
- d. Upon completion of the PLA, transfer, at no cost to the other party, all public records in possession of either party or keep and maintain public records required by either party to perform the services required under the PLA.
- e. If either party transfers all public records to the other party upon completion of the PLA, the party conveying the records shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- f. If both parties keep and maintain public records upon completion of the PLA, both parties shall meet all applicable requirements for retaining public records.
- g. All records stored electronically must be provided to the other party, upon request from the other party's custodian of public records, in a format that is compatible with the other party's information technology systems.

IF THE PARTICIPATING SITE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTICIPATING SITE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 473-7303, PUBLICRECORDSREQUEST@BROWARDHEALTH.ORG, OR NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD

HEALTH, 1800 NW 49TH STREET, FORT LAUDERDALE, FL 33309.

IF BROWARD HEALTH HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BROWARD HEALTH'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 597-3505, CITYCLERK@TAMARAC.ORG , OR CITY CLERK, 7525 NW 88TH AVENUE, ROOM 101, TAMARAC, FL 33321

9. Compliance Education

Each party agrees that if it provides patient care items or services or performs billing or coding functions on behalf of Broward Health under this PLA, it shall complete at least one (1) hour of training regarding the Anti-Kickback Statute and the Stark Law in accordance with the training plan of Broward Health under the Corporate Integrity PLA, effective as of August 31, 2015 between Broward Health and the Office of Inspector General of the United States Department of Health and Human Services. By executing this PLA, each party certifies that it shall not violate the Anti-Kickback Statute or the Stark Law, as applicable with respect to their performance of this PLA. Broward Health shall provide each party to this PLA with a copy of its Code of Conduct and Stark Law and Anti-Kickback Statute Policies and Procedures.

10. Sovereign Immunity

The parties to this Contract are agencies or subdivisions of the State of Florida per the provisions of §768.28, Florida Statute. Each party maintains its own insurance program. Each party is insured up to its legal limits of liability. As agencies or subdivisions of the State of Florida the parties are entitled to sovereign immunity, and thus each party agrees to be liable to the limits as set forth in §768.28, F.S., for its independent acts of negligence or omissions or intentional tortious acts which result in claims or suits against it, and agrees to be liable to the limits set forth in §768.28, F.S., for any damages proximately caused by said acts or omissions. Resident will be entitled to the protection of sovereign immunity pursuant to Section 768.28, Florida Statutes, from claims filed during or after Resident's completion of the Residency Program if the alleged acts or omissions of Resident are within the course and scope of Resident's duties, as part of the Residency Program, when acting at Participating Site. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of any contract. Nothing herein shall create or be construed to create an employer-employee, agency, joint venture, or partnership relationship between the parties. Nothing in this section is intended to alter or waive either party's entitlement to statutory or common law sovereign immunity, or to extend either party's liability beyond the limits established in section §768.28, Florida Statutes, as amended.

11. Governing Law

This PLA shall be interpreted, construed and enforced pursuant to and in accordance with, the laws of the State of Florida without regard to its conflict of laws principles. All disputes directly or indirectly related to this PLA shall be litigated solely within the state and federal courts with jurisdiction in Broward County, Florida and no other place, and Participating Site and Broward Health hereby agree to waive any jurisdictional, venue, or inconvenient forum objections to such courts.

12. Counterparts

This PLA may be executed in one or more counterparts, each of which when so executed and delivered (whether by facsimile, e-mail, or other electronic means) shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument. A facsimile, PDF, or other electronic signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed), and shall be deemed an original signature for all purposes under this Agreement.

13. Master List of Contracts

Participating Site or some or all of the physicians of the Participating Site may have other contractual arrangements with Broward Health to provide services to Broward Health. Broward Health maintains a master list of contracts (“Master List”) that is maintained and updated centrally and that is available for review by the Secretary of the U.S. Department of Health and Human Services. Such Master List includes any and all other contracts the Participating Site or any physician at the Participating Site has with Broward Health. This PLA shall be maintained within the Master List along with all the other contracts Broward Health has with Participating Site or the physicians of the Participating Site.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed this Program Letter of Agreement on the dates set forth below to be effective as of the Effective Date. By executing this Program Letter of Agreement, each party certifies that it will not violate the Anti-Kickback Statute or the Stark Law with respect to such party's performance of its obligations under this Program Letter of Agreement.

BROWARD HEALTH

North Broward Hospital District,
d/b/a Broward Health

By:  _____
33F25634BF1442F...
Alex Fernandez
SVP, Chief Financial Officer

Date: 9/21/2021

PARTICIPATING SITE

City of Tamarac

By: _____
Mike Cernech, City Manager

Date: _____

By:  _____
[Kevin Boehm, DO \(Sep 21, 2021 14:44 EDT\)](#)
Kevin Boehm, D.O.
Program Director of Emergency Medicine,
Broward Health

Date: 9/21/2021

By:  _____
Patricia Rowe-King, M.D.
Designated Institutional Officer
Broward Health

Date: 9/21/2021

Exhibit A

Goals and Objectives

Emergency Medicine Residency PGY-1 Emergency Medical Services Rotation

Location: Broward Health North/ EMS Unit

Goals

Develop a solid, working knowledge of the pre-hospital system that includes but is not limited to:

- Common organizational structures of EMS
- Principles of pre-hospital triage and patient care
- Essential elements of disaster management

Educational Objectives

At the end of the rotation, the resident is expected to achieve competency in all the non-milestone-based objectives and achieve at least a level 2 (defined as advancing and demonstrating additional milestones but is not yet performing at a mid-residency level) for all milestones.

Patient Care

Non- Milestone Objectives

1. Review the results of problem-focused and physical examination as performed by the pre-hospital care provider and describe the limitations of the history and physical examination as obtained in the prehospital environment.
2. Discuss the importance of gathering information about the patient presentation (specifically about environmental factors and scene clues) that may only be available from the prehospital care provider.
3. Demonstrate the ability to use information from the pre-hospital provider to initiate urgent treatment in patients prior to arrival in the ED.

❖ **Assessment Method:** Direct Observation, rotation evaluations, procedure logs

Medical Knowledge

Non- Milestone Objectives

1. Describe the roles of pre-hospital care providers and the differences between basic and advanced life support prehospital care providers.

2. Describe the roles of the administrators and committees in the local system, particularly those related to field supervision, quality management processes and protocol development.
3. Describe the roles of each component of the system in a mass casualty incident.
4. Demonstrate an understanding of the environment, mechanisms, treatment options, radio protocol and problems associated with the EMS system, including helicopter transport.

❖ **Assessment Method:** Direct observation, rotation evaluations

System-Based Practice

Non- Milestone Objectives

1. Demonstrate the ability to function as an integral part of the EMS system.
2. Recognize the role of the pre-hospital care provider as a link in the continuum of emergency medical care a patient receives prior to presentation to the ED.
3. Demonstrate an understanding of the administrative hierarchy and structure of the EMS system.
4. Describe the basic elements of disaster and multiple casualty incident planning, drills and emergency responses by attending classes, administrative meetings, drills, incidents and incident evaluation sessions under the supervision of the appropriate EMS personnel and BH EM Faculty.
5. Demonstrate familiarity with system operations including:
 - Patient care protocols
 - Medical control, system quality assurance, and skill maintenance
 - Transport vehicles
 - EMS administration and quality assurance methods.

❖ **Assessment Method:** Direct observation, rotation evaluations

Milestone Objectives

A. Patient Safety

Level 1: Adheres to standards for maintenance of safe working environment. Describe medical errors and adverse events.

Level 2: Routinely uses basic patient safety practices, such as time-outs and ‘calls for help’

❖ **Assessment Method:** Direct observation, rotation evaluation

Practice-Base Learning and Improvement

Non- Milestone Objectives

1. Demonstrate familiarity with the educational resources available and able to locate resources pertaining to the provision of pre-hospital care and governmental policies regulating such care and oversight of EMS systems.
2. Demonstrate the ability to form a focused clinical question and use the available resources to develop a prehospital CQI/PI project.
3. Perform an evidence-based review of one of the EMS system's medical treatment protocols.
4. Demonstrate the ability to provide initial Basic Life Support (BLS) and stabilization techniques in the field both for the ambulance and helicopter services.
5. Demonstrate familiarity with the communication system, radio configuration, dispatch, and communication protocols

❖ **Assessment Method:** Direct observation, rotation evaluations, procedure logs

A. Practice-based Performance Improvement

Level 1: Describes basic principles of evidence-based medicine.

Level 2: Performs patient follow-up.

❖ **Assessment Method:** Direct observation, rotation evaluation

Professionalism

Non- Milestone Objectives

1. Describe the role of the EM physician and the pre-hospital care provider as an advocate for the patient.
2. Demonstrate an understanding of the ethical principles pertaining to provision or withholding of clinical care, confidentiality of patient information, informed consent, and business practices in the pre-hospital environment.
3. Provide patient care that incorporates sensitivity to the patient's age, ethnic, and social background and how these factors influence the goals of care.

❖ **Assessment Method:** Direct observation, rotation evaluations, procedure logs

Milestone Objectives

A. Professional values

Level 1: Demonstrates behavior that conveys caring, honesty, genuine interest and tolerance when interacting with a diverse population of patients and families.

Level 2: Demonstrates an understanding of the importance of compassion, integrity, respect, sensitivity and responsiveness and exhibits these attitudes consistently in common/uncomplicated

situations and with diverse populations.

- ❖ **Assessment Method:** Direct observation, rotation evaluation

B. Accountability

Level 1: Demonstrates basic professional responsibilities such as timely reporting for duty, appropriate dress/grooming, rested and ready to work, delivery of patient care as a functional physician. Maintain patient confidentiality. Uses social media ethically and responsibly. Adheres to professional responsibilities, such as conference attendance, timely chart completion, duty hour reporting, procedure reporting.

Level 2: Identifies basic principles of physician wellness, including sleep hygiene. Consistently recognizes limits of knowledge in common and frequent clinical situations and asks for assistance. Demonstrates knowledge of alertness management and fatigue mitigation principles.

- ❖ **Assessment Method:** Direct observation, rotation evaluation

Interpersonal and Communication Skills

Non- Milestone Objectives

1. Describe how to gather information efficiently from pre-hospital care providers.
2. Effectively and professionally interact with other members of the pre-hospital care team.
3. Demonstrate the ability to develop a professional relationship with pre-hospital care providers in order to maximize information exchange and provide a smooth transition of patient care from the pre-hospital to the inpatient and ED hospital environments.

- ❖ **Assessment Method:** Direct observation, rotation evaluation

Milestone Objectives

A. Patient Centered Communication

Level 1: Establishes rapport with and demonstrate empathy toward patients and their families. Listens effectively to patients and their families.

Level 2: Elicits patients' reasons for seeking care and expectations from the ED visit. Negotiates and manages simple patient/family-related conflicts.

- ❖ **Assessment Method:** Direct observation, rotation evaluation

B. Team Management

Level 1: Participates as a member of a patient care team.

Level 2: Communicates pertinent information to emergency physicians and other health colleagues.

- ❖ **Assessment Method:** Direct observation, rotation evaluation

Rotation Experience

EM-1 Year, 1 block (4 Week)

The resident will spend 36 hours or 3 shifts per week riding along with Fire/EMS.

Description of Didactic Experience

The resident will be expected to attend EM weekly didactic series during this rotation.

Evaluation Process

At the time of completion of the rotation, the preceptor will submit a formal evaluation of the rotation.

Feedback Mechanism

Direct feedback from attending physicians, as well as a written formatted rotation evaluation. Residents will also receive feedback on their rotation performance at their semi-annual evaluation.



Title - TR13690 - D4 Sister Cities Committee Appointment

A Resolution of the City Commission of the City of Tamarac, Florida, appointing Kate Confare to the Sister Cities Committee to serve a term concurrent with the appointing Commission member, or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
TR13690 - Memo	9/27/2021	Cover Memo
TR13690 - Reso	9/24/2021	Resolution
Confare - Board Application	9/24/2021	Backup Material

**City of Tamarac
Interoffice Memorandum
(City Clerk's Dept)**

To: Kathleen Gunn, Interim City Manager
From: Jennifer Johnson, City Clerk
Date: Sept. 24, 2021
Re: TR13690 – “Appointing Kate Confare to the Sister Cities Committee”

RECOMMENDATION:

Commissioner Placko has selected Kate Confare as the District 4 appointment to the Sister Cities Committee. I am requesting TR13690 “Appointing Kate Confare to the Sister Cities Committee” be added to the Oct. 13, 2021, City Commission agenda for consideration.

ISSUE:

Effective Sept. 13, 2021, Adam Reynolds resigned as the District 4 appointee to the Sister Cities Committee, resulting in a board member vacancy. Commissioner Placko has selected Kate Confare to fill the vacancy, and in accordance with Sec. 2-59(a), Ms. Confare’s term will expire Nov. 8, 2022, or until such time new appointments are made.

BACKGROUND:

DIVISION 13. – Sister Cities COMMITTEE^[11]

Sec. 2-234.31. - Creation. The sister cities committee which shall be a permanent agency of the city and which shall consist of seven (7) members appointed by the city commission.

Sec. 2-234.32. - Membership; compensation.

The members of the sister cities committee shall be appointed by the city commission and serve at the pleasure of the city commission without compensation.

Sec. 2-234.33. - Residency requirements.

Each member of the committee shall be a resident of the city or an owner or employee of a business, including, but not limited to, representatives from the Tamarac North Lauderdale Chamber of Commerce, educational institutions, cultural and other relevant non-profit organizations serving Tamarac residents located in the city. Failure to be a resident of the city or employed by a business located in the city shall result in forfeiture of the position on the committee. This section does not apply to staff appointed to the committee as part of their work responsibilities. The city commission may waive the requirements of this section.

Sec. 2-234.34. - Appointment process.

The appointment process shall occur in accordance with the terms and provisions of sections [2-57](#) and [2-58](#).

Sec. 234.35. - Terms of appointees.

Terms of appointees shall occur in accordance with the terms and provisions of [section 2-59](#).

Sec. 234.36. - Annual review.

The annual review shall occur in accordance with the terms and provisions of [section 2-60](#).

Sec. 2-234.37. - Powers and duties.

The sister cities committee shall be authorized to research and report to the city commission on matters related to sister cities programs or relationships. The sister cities committee may perform such other duties as may be prescribed by resolution by the city commission.

Sec. 2-234.38. - Meetings.

(a) The sister cities committees shall conduct its meetings pursuant to Robert's Rules of Order, Newly Revised, and all applicable laws. A quorum shall consist of a majority of the membership.

(b) The committee shall meet at the request of the chairperson or a majority of the members upon no less than forty-eight-hours notice to each member and the public.

Sec. 2-234.39. - Liaisons.

Staff liaison. The sister cities committee may have a staff person assigned to it by the city manager to serve in an advisory capacity. Any requests on the part of the committee for information or services from the administration shall be made by the chairman of the committee to the city manager or through the staff liaison if one (1) is assigned.

Sec. 2-234.40. - Vacancies

(a) *Removal of members.* A sister cities committee member appointed by the city commission serves at the pleasure of the city commission and shall be removed at any time by majority vote of the city commission.

(b) *Resignation of members.* A resignation by a committee member made either orally or in writing will be deemed accepted by the city commission when the committee member announces his resignation to the committee, city manager or city commission. The city commission need not take any formal action to accept the resignation. Failure to attend three (3) consecutive meetings without being excused by the chairman shall be deemed a resignation.

FISCAL IMPACT:

No fiscal impact.

District: 4

ATTACHMENT(S):

Advisory Board Application: Kate Confare

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPOINTING KATE CONFARE TO THE SISTER CITIES COMMITTEE TO SERVE A TERM CONCURRENT WITH THE APPOINTING COMMISSION MEMBER, OR UNTIL SUCH TIME AS NEW APPOINTMENTS ARE MADE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission is desirous of appointing members to the Sister Cities Committee ; and

WHEREAS, Adam Reynolds resigned as a member of the Sister Cities Committee effective Sept. 13, 2021, resulting in a board member vacancy; and

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

WHEREAS, Kate Confare has been identified to the fill vacancy on the Sister Cities Committee; and

WHEREAS, the City Commission of the City of Tamarac, deems it to be in the best interest of the citizens and residents of the City of Tamarac to appoint one (1) member to the Sister Cities Committee, in accordance with the procedures set out in §2-58 of the Tamarac Code ; and

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

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

SECTION 2: That the following individual is hereby appointed to serve as a member of the Sister Cities Committee that is concurrent with the appointing commission member, or until such time as new appointments are made.

<u>Name of Appointee</u>	<u>Board/Committee</u>	<u>Commission District</u>	<u>Term Ending</u>
Kate Confare	Sister Cities	4	Nov. 8, 2022

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

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

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

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2021.

Michelle J. Gomez
MAYOR

ATTEST:

Jennifer Johnson, CMC
CITY CLERK

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

John R. Herin, Jr.
CITY ATTORNEY



CITY OF TAMARAC
APPLICATION FOR BOARD AND COMMITTEE
APPOINTMENTS

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

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

- | | |
|---|--|
| <input type="checkbox"/> Parks and Recreation Board | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Public Art Committee | <input type="checkbox"/> Veteran's Affairs Committee |
| <input checked="" type="checkbox"/> Sister Cities Committee | Other (Please specify): _____ |

Application is for: Reappointment New appointment

PERSONAL:

Name: Kate Confare Telephone Number: 9546290514

Home Address: 7400 NW 83 Ave (La Reserve, Woodmont) Zip Code: 33321

Length of Residence in Tamarac (If applicable) 1 Years 4 Months

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

E-Mail Address: kateconfare@gmail.com

Development/Section Name and Number: _____

Commission District Number: 4 Voting Precinct Number: J021

EDUCATION:

Name and location of High School: James Madison High School, Milwaukee, Wisconsin

College (if appropriate): University of Wisconsin - Madison

Years Completed: 4 Degree: BA

Field of Study: Journalism, Public Relations

Other professional or technical training (Name of school, course name, etc.):

Miami Dade Technical College
Television Production (completed program)

EMPLOYMENT:

Current or most recent employer: Plantation United Methodist Church (retired)

Address: 1001 NW 70 Ave, Plantation, FL 33313

Position: Full-time teacher Years of Service: 10

Duties: Taught four-year-old students in a nurturing, creative environment

OTHER QUALIFICATIONS:

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

I'm rather new to Tamarac, but I love living here and welcome the opportunity to serve this beautiful city. I have a varied background that I think will be an asset to the new Sister Cities Committee. In addition to teaching, I was a newspaper reporter for many years, and still research, write and do photography on a freelance basis. I also have a strong interest in travelling and had planned to visit San Sebastian, Spain earlier this year. My volunteer experience includes several leadership positions at my Tamarac church. I enjoy collaborating with others and would enjoy helping Tamarac partner with other global cities to share cultural and educational activities.

MEMBERSHIPS:

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

Tamarac Organization

Years Member

Office Held (if any)

Outside City of Tamarac

ACKNOWLEDGMENT

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

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

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

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

eSigned via ScanlessDocs.com
Kathryn Confare
Key: 218b3feaddb8d9ee64ead33ce2d137e75

November 22, 2020

Signature of Applicant

Date

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

ADDENDUM TO ADVISORY BOARD AND COMMITTEE APPLICATION FORM

Applicant Name: Kate Confare

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

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

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

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

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

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

If yes, please list:



Title - TR13693 - D3 Charter Board Appointment

A Resolution of the City Commission of the City of Tamarac, Florida, appointing one member to the Charter Board, from District 3, to serve the remainder of the one-year term previously set by Resolution R-2021-044, with new appointments to be made in six years; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
TR13691 - Memo	10/7/2021	Cover Memo
TR13692 - Reso	10/7/2021	Resolution
Charter Board Applications	10/6/2021	Backup Material

City of Tamarac
Interoffice Memorandum
(City Clerk's Dept)

To: Kathleen Gunn, Interim City Manager
From: Jennifer Johnson, City Clerk
Date: Oct. 13, 2021
Re: TR13693 – “D3 Charter Board Appointment”

RECOMMENDATION:

I am requesting TR13693 “District 3 Appointment the Charter Board” be added to the Oct. 13, 2021, Commission agenda for consideration.

ISSUE:

Through Resolution R-2021-044, the City Commission appointed five (5) members, one from each of the Commission Districts, and one appointed at-large by the Mayor, to the Charter Board. Effective Sept. 27, 2021, Vice Mayor Villalobos removed Anthony Figueroa as the District 3 member of the Charter Board. The City Clerk’s Office posted the vacancy on the website, at City Hall, on the City’s website, through the City’s social media channels, and by direct email to residents. Following the outreach, the City Clerk’s Office received five (5) applications who met the residency requirements. The applicants are listed, and each of their applications were provided for review.

Marcela Denis Perez	Alexander Rozo	David Levin	Jesus Rivera	Joseph Kientzy
------------------------	----------------	-------------	--------------	----------------

Vice Mayor Villalobos selected Alexander Rozo be appointed to the 2021/22 Charter Board. In accordance with the City’s Charter, Mr. Rozo will serve the remainder of a one- year term, which is set to expire April 28, 2022.

BACKGROUND:

Sec. 8.01. - Terms and qualifications.

- (a) *Membership.* The charter board shall consist of five (5) members. Four (4) members shall reside in each of the different districts, and each member shall be appointed by the commissioner from that district for a term of office. One (1) member may reside anywhere in the city and shall be appointed by the mayor. The charter board shall be appointed on a date to be set by resolution of the city commission, but not before March, 2003, and every six (6) years thereafter. The term of each member shall be one (1) year.
- (b) Effective upon the date of appointment set by resolution, the existing elected charter board is replaced by a charter board appointed pursuant to the charter and all subsequent charter board members shall be appointed pursuant to the charter.

- (c) *Removal from office.* Charter board members serve at the pleasure of the district's commissioner or mayor. Any charter board member may be removed by the commissioner from the district represented or by the mayor for the at-large position.
- (d) *Chairman and Vice-Chairman.* Each term, as soon as possible after new members have taken office, the board shall elect a chairman and a vice-chairman.
- (e) *Extended Absence from Office.* Any charter board member who is absent from three (3) consecutive regular board meetings or five (5) out of seven (7) consecutive regular board meetings shall forfeit his office. Any absence excused by the chairman shall not be counted as an absence for the purpose of this section. The charter board shall declare a vacancy due to its member's absence. The vacancy shall be filled pursuant to the provisions of this Charter.
- (f) *Filling of Vacancy.* In the event of a vacancy, the commissioner or mayor, consistent with the Charter, shall select a replacement from the district where the vacancy exists; however, if the at-large position is vacant, the replacement may be any elector resident of the city. A charter board member appointed to fill a vacancy shall serve for the remainder of the unexpired term.
- (g) *Member Must be Elector.* Any elector resident of the city may serve on the charter board only as long as he is an elector of the city.

FISCAL IMPACT:

No fiscal impact.

District: Citywide

ATTACHMENT(S): Charter Board Applicants

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPOINTING ONE MEMBER TO THE CHARTER BOARD, FROM DISTRICT 3, TO SERVE THE REMAINDER OF THE ONE-YEAR TERM PREVIOUSLY SET BY RESOLUTION R-2021-044, WITH NEW APPOINTMENTS TO BE MADE IN SIX YEARS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 10, 2002, Tamarac electors approved Ordinance No. O-2002-12, which provided for an appointed Charter Board rather than an elected Charter Board; and

WHEREAS, Section 8.01 of the Tamarac Charter was amended to provide for appointment of Charter Board members by the City Commission, four members to be appointed by the Commissioner from each district and one member appointed at-large by the Mayor; and

WHEREAS, Section 8.01 of the Tamarac charter provides that Charter Board members are to be appointed for one year with new appointments to be made in six years; and

WHEREAS, by Resolution R-2021-044, the City Commission appointed five (5) members to serve as members of the Charter Board, whose terms are scheduled to expire April 28, 2022; and

WHEREAS, Anthony Figueroa, was removed from his position as the District 3 Charter Board member effective September 27, 2021, creating a vacancy for the remainder of the one-year term; 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 fill the District 3 vacancy, and to have a full complement of five (5) Charter Board member.

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

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

SECTION 2: That the appointment of a Charter Board member from District 3, made by Vice Mayor Elvin Villalobos, is Alexander Rozo. Said member will serve the remainder of the one-year term.

SECTION 7: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8: 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 9: This Resolution shall become effective immediately upon adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____,
2021.

Michelle J. Gomez
MAYOR

ATTEST:

Jennifer Johnson, CMC
CITY CLERK

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

JOHN R. HERIN, JR
CITY ATTORNEY



CITY OF TAMARAC
APPLICATION FOR BOARD AND COMMITTEE
APPOINTMENTS

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

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

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

Application is for: Reappointment New appointment

PERSONAL:

Name: Marcela Denis-Perez Telephone Number: 9545588515

Home Address: 9722 NW 75th CT Zip Code: 33321

Length of Residence in Tamarac (If applicable) 10 Years Months

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

E-Mail Address: marcela.denis@yahoo.com

Development/Section Name and Number: Spring Lake II

Commission District Number: 3 Voting Precinct Number: J013

EDUCATION:

Name and location of High School: Escuela y Liceo Elbio Fernandez

College (if appropriate): Nova Southeastern University

Years Completed: 2 Degree: Master Degree

Field of Study: Business Administration - Leadership

Other professional or technical training (Name of school, course name, etc.):
Bachelor degree in Business Management - Phoenix University
Associate in Arts - International Relations - Miami Dade College

EMPLOYMENT:

Current or most recent employer: Miami Dade County - Aviation Department

Address: Miami Airport - PO Box 025504

Position: Terminal Operations Chief Years of Service: 4

Duties: In charge of three International Immigrations facilities

OTHER QUALIFICATIONS:

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

I would like to participate in the decisions making in my city and bring my years of expertise to help and assist the community to reach the the status of best city to live in the county. I believe that my contribution could help the city and its citizens to have a better environment and a better place to live.

MEMBERSHIPS:

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

Tamarac Organization

Years Member

Office Held (if any)

Outside City of Tamarac

ACKNOWLEDGMENT

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

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

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

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

eSigned via SeamlessDocs.com
Marcela Denis-Perez

Key: 218b3fe9ddb8d5e94ead33ce2d137d75

Signature of Applicant

Date

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

ADDENDUM TO ADVISORY BOARD AND COMMITTEE APPLICATION FORM

Applicant Name: Marcela Denis-Perez

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

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

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

3 Do you presently have monies owed to the City of Tamarac which are delinquent?
If yes, please explain: _____

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

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

If yes, please list:



CITY OF TAMARAC
APPLICATION FOR BOARD AND COMMITTEE
APPOINTMENTS

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

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

Application is for: Reappointment New appointment

PERSONAL:

Name: Alexander Rozo Telephone Number: 9048660374

Home Address: 7403 Northwest 94th Avenue Zip Code: 33321

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

Length of Time as Business Person in Tamarac (If applicable) 6 Years Months

E-Mail Address: alexrozo5@gmail.com

Development/Section Name and Number: Westwood Community 3

Commission District Number: District 3 Voting Precinct Number: J012

EDUCATION:

Name and location of High School: Coral Springs High School

College (if appropriate): University of South Florida

Years Completed: 4 Degree: B.S.

Field of Study: Finance

Other professional or technical training (Name of school, course name, etc.):

EMPLOYMENT:

Current or most recent employer: Together Health

Address: 1300 Sawgrass Corporate Pkwy

Position: Analytics Manager Years of Service: 1

Duties: Metric and Operational Management

OTHER QUALIFICATIONS:

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

As an active resident, I would like to further get involved to assist with the local community.

MEMBERSHIPS:

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

Tamarac Organization

Years Member

Office Held (if any)

Planning Board

1

Outside City of Tamarac

ACKNOWLEDGMENT

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

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

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

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eSigned via SeamlessDocs.com
Alexander Rozo

Key: 218b3fe9ddb8d8e94ead33ce2d137d75

September 29, 2021

Signature of Applicant

Date

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

ADDENDUM TO ADVISORY BOARD AND COMMITTEE APPLICATION FORM

Applicant Name: Alexander Rozo

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

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

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

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

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

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

If yes, please list:



CITY OF TAMARAC
APPLICATION FOR BOARD AND COMMITTEE
APPOINTMENTS

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

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

Application is for: Reappointment New appointment

PERSONAL:

Name: David Levin Telephone Number: 954 722-8318
 Home Address: 10569 East Clairmont Circle Tamarac Florida Zip Code: 33321-7800
 Length of Residence in Tamarac (If applicable) 15 Years 3 Months
 Length of Time as Business Person in Tamarac (If applicable) _____ Years _____ Months
 E-Mail Address: vulcansarecool@aim.com
 Development/Section Name and Number: Kings Point Clairmont C2 107
 Commission District Number: 3 Voting Precinct Number: j024

EDUCATION:

Name and location of High School: Francis Lewis High School Flushing, New York
 College (if appropriate): Queens College of the City University of New York
 Years Completed: four Degree: Bachelor of Arts
 Field of Study: political science

Other professional or technical training (Name of school, course name, etc.):
 University of Michigan Master of Arts
 Indiana University Doctor of Jurisprudence

EMPLOYMENT:

Current or most recent employer: Walmart Inc.

Address: 3850 Turtle Creek Drive Coral Springs, Florida 33067

Position: people greeter Years of Service: eleven

Duties: greet customers, put stickers on returns, retrieve shopping cars when needed, give customers directions.

OTHER QUALIFICATIONS:

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

I would like to give back to the City of Tamarac after the city has given so much to me. My education has included the study of laws and their effects on those governed. I am a retired member of the Indiana Bar.

MEMBERSHIPS:

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

Tamarac Organization

Kings Point Republican Club

Clairmont C Condominium

Years Member

five

three

Office Held (if any)

secretary

treasurer

Outside City of Tamarac

Broward Republican Executive

precinct committeeman

ACKNOWLEDGMENT

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

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

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

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eSigned via SeamlessDocs.com
David Sheldon Levin

Key: 218b3fe9ddb8d8e94ead33ce2d137d75

Signature of Applicant

Date

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

ADDENDUM TO ADVISORY BOARD AND COMMITTEE APPLICATION FORM

Applicant Name: David Levin

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

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

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

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

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

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

If yes, please list:



CITY OF TAMARAC APPLICATION FOR BOARD AND COMMITTEE APPOINTMENTS

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

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

Application is for: Reappointment New appointment

PERSONAL:

Name: Dr. Jesus Rivera Telephone Number: 7862958193

Home Address: 10610 NW 70 ST Zip Code: 33321

Length of Residence in Tamarac (If applicable) 1 Years 0 Months

Length of Time as Business Person in Tamarac (If applicable) 0 Years 0 Months

E-Mail Address: jayrivs@gmail.com

Development/Section Name and Number: Isles of Tamarac

Commission District Number: District 3 Voting Precinct Number: J003

EDUCATION:

Name and location of High School: Miami Southridge Senior High

College (if appropriate): Florida International University

Years Completed: 1998 Degree: Bachelors in Arts/Science

Field of Study: Psychology/English

Other professional or technical training (Name of school, course name, etc.):
Graduate level coursework resulting in doctorate degree

EMPLOYMENT:

Current or most recent employer: Keiser University

Address: 2101 NW 117 Avenue

Position: Director and Professor Years of Service: 15

Duties: Administrative and Instructional

OTHER QUALIFICATIONS:

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

MEMBERSHIPS:

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

Tamarac Organization

Friends of the Tamarac Library

Years Member

New member

Office Held (if any)

Veterans Affairs Committee

New member

Outside City of Tamarac

ACKNOWLEDGMENT

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

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

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

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eSigned via SeamlessDocs.com
Jesus Rivera

Key: 218b3fe9ddb8d9e94ead33ce2d137c75

September 22, 2021

Signature of Applicant

Date

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

ADDENDUM TO ADVISORY BOARD AND COMMITTEE APPLICATION FORM

Applicant Name: Dr. Jesus Rivera

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

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

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

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

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

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

If yes, please list:



CITY OF TAMARAC
APPLICATION FOR BOARD AND COMMITTEE
APPOINTMENTS

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

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

Application is for: Reappointment New appointment

PERSONAL:

Name: Joseph C. Kientzy Telephone Number: 561-236-7456

Home Address: 10621 West Clairmont Cir Zip Code: 33321

Length of Residence in Tamarac (If applicable) 3 Years 10 Months

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

E-Mail Address: jckientzy@gmail.com

Development/Section Name and Number: Kingspoint - Clairmont Blg H

Commission District Number: 3 Voting Precinct Number: J024

EDUCATION:

Name and location of High School: Merchantville High School Merchantville, NJ

College (if appropriate): _____

Years Completed: 4 Degree: _____

Field of Study: General

Other professional or technical training (Name of school, course name, etc.):
 Gemological Institute of America -
 Graduate Diamonds
 Graduate Color Stones
 Accredited Jewelry Professional
 State and Federal Officer - Connecticut Coast Guard - Captain

EMPLOYMENT:

Current or most recent employer: Kientzy & Co. Fine Jewelers

Address: Delray Beach (Store Closed (2017))

Position: Retired Years of Service: 30

Duties: Manager

OTHER QUALIFICATIONS:

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

I currently serve as vice president of my Kings Point condo association and also as treasurer of the Kings Point Tamarac Democratic Club. I believe that involvement is key to being an integral part of my community.

Since I am very familiar with the contribution a small business owner provides to the community, I think that my experience will bring strengths to the table and that my insights and ideas will well serve the city of Tamarac.

MEMBERSHIPS:

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

Tamarac Organization

H Blg.Kings Point Clairmont

Years Member

3.10

Office Held (if any)

Vice President

Kings Point Democratic Club

6 months

Treasurer

Outside City of Tamarac

ACKNOWLEDGMENT

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

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

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

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eSigned via SeamlessDocs.com
Joseph C Kientzy

Key: 218b3fe9ddb8d8e94ead33ce2d137d75

Signature of Applicant

September 30, 2021
Date

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

ADDENDUM TO ADVISORY BOARD AND COMMITTEE APPLICATION FORM

Applicant Name: Joseph C. Kientzy

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

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

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

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

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

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

If yes, please list:



Title - TR13695 - Horticultural Chemical Purchase

A Resolution of the City Commission of the City of Tamarac, Florida, approving the purchase of Horticultural Chemicals; authorizing the appropriate City Officials to Select, Approve and Award the purchase of Horticultural Chemicals annually utilizing competitive procurement methods with prequalified vendors; authorizing an annual expenditure from the appropriate accounts not to exceed the approved annual budget for said purpose; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
TR 13695 MEMO	9/30/2021	Cover Memo
TR 13695 RESO	9/30/2021	Resolution
TR 13695 EXHIBIT 1	9/30/2021	Exhibit

City of Tamarac
Interoffice Memorandum
Public Services Department

To: Kathleen Gunn, Interim City Manager
Thru: Jack Strain, Public Services Director  For J.S.
From:  Troy Gies, Budget and Contracts Manager 
Date: September 29, 2021
Re: Temp. Reso. #13695 – Horticultural Chemical Purchase FY 2022 – October 13, 2021 Commission Agenda

Recommendation:

I recommend the City Commission approve the purchase of horticultural chemicals for aquatic weed control and grounds maintenance; and authorize the appropriate City Officials to select, approve, and award annually the purchase of horticultural chemicals to prequalified vendors utilizing competitive procurement methods in the best interest of the City in an amount not to exceed the approved annual budget for said purpose for a period of twenty-four (24) months; and that this item be placed on the October 13, 2021 Commission Meeting Agenda.

Issue:

The annual purchase of horticultural chemicals for aquatic weed control and grounds maintenance utilizing competitive procurement methods with prequalified vendors in the best interest of the City.

Background:

Per the City of Tamarac's Strategic Goal #3, the City is committed to providing a Healthy Financial Environment, and per Strategic Goal #4, A Vibrant Community. To help achieve these goals, the City provides care and maintenance of the canals, waterways, parks, and other public spaces within the City.

Canals and Waterways: In addition to removing trash, debris and other impediments to the flow of stormwater, the City routinely applies horticultural chemicals in order to treat and prevent weed growth in canals and drainage areas. The potential for flooding is greatly reduced by keeping the canals and drainage areas free from excess plant growth. In addition, managing aquatic plant growth maintains the aesthetics of the waterways in a manner consistent with the standards of appearance that have been set.

Grounds Maintenance: The City maintains several sports fields and recreational areas at several City parks. The City utilized horticultural chemicals to control weed growth and to maintain healthy grass and turf year-round.

Availability and pricing of horticultural chemicals is extremely variable and volatile, and there are no cooperative contracts available for use. Therefore, the City will seek out competitive quotes from prequalified vendors for chemicals at the time of purchase; such purchases will adhere to

the City's Ordinances and Purchasing Policies. Per City Policy and Code, the City Commission must approve purchases of supplies and materials in excess of \$65,000.

The City of Tamarac Public Services staff shall maintain a list of prequalified vendors for the purchase of horticultural chemicals to be utilized during the current fiscal year. Prequalification shall be granted or revoked by Public Services staff in cooperation with Purchasing and Contracts Division staff; and shall be based on proper vetting of potential vendors. Such vetting shall take into consideration past experience with the vendor and shall incorporate other factors including, but not limited to, competitive pricing, availability of the product, quality of product, and vendor's capability to provide timely fulfillment of orders.

Approval of this proposed Resolution will allow the City to continue a practice that has proven effective, and allow City staff to obtain necessary supplies and services in a timely manner.

Out of an abundance of caution, and based on historic spending, City staff are requesting the City Commission approve expenditures in excess of \$65,000 from each of the prequalified vendors (listed below) for the purchase of horticultural chemicals for the purpose of controlling aquatic weeds utilizing the competitive procurement method described above. In order to ensure continuity, this procurement method will be authorized for twenty-four (24) months.

Prequalified Vendors

Diamond R Fertilizer Co., Inc.
Harrels, Inc.
Helena Chemical Company
Nutrien Ag Solutions
SiteOne Landscape Supply
Winfield Solutions

Fiscal Impact:

The Fiscal Year 2022 Adopted Budget includes \$340,736.00 for the Stormwater Division in Account Number 410-5050-538.52-07 and \$48,300 for the Grounds Maintenance Division in Account 001-5090-541.52-07 for the purchase of horticultural chemicals.

The estimated fiscal impact for FY 2023 includes \$357,736.00 for the Stormwater Division in Account Number 410-5050-538.52-07 and \$48,300 for the Grounds Maintenance Division in Account 001-5090-541.52-07 for the purchase of horticultural chemicals. The estimated increase of \$17,000 for the Stormwater Division represents an approximate 5% escalator due to the historic usage and cost of the specific chemicals used to control aquatic weeds.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA APPROVING THE PURCHASE OF HORTICULTURAL CHEMICALS; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO SELECT, APPROVE AND AWARD THE PURCHASE OF HORTICULTURAL CHEMICALS ANNUALLY UTILIZING COMPETITIVE PROCUREMENT METHODS WITH PREQUALIFIED VENDORS FOR A PERIOD OF TWENTY-FOUR (24) MONTHS; AUTHORIZING AN ANNUAL EXPENDITURE FROM THE APPROPRIATE ACCOUNTS NOT TO EXCEED THE APPROVED ANNUAL BUDGET FOR SAID PURPOSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac is responsible for treating canals and drainage areas within the City to protect against flooding and to enhance the aesthetic appeal of the City's waterways; and

WHEREAS, an excess of aquatic vegetation may impede water flow and drainage and is not consistent with the standards of appearance which have been set; and

WHEREAS, the City is responsible for maintaining athletic fields and recreation areas within City parks; and

WHEREAS, application of horticultural chemicals is an effective means to treat and prevent excessive growth of aquatic plants in canals and drainage areas and maintain healthy grass and turf in City parks and athletic fields; and

WHEREAS, the City shall maintain a list of prequalified vendors for the purpose of purchasing horticultural chemicals at the time of purchase, a copy of current prequalified

vendors is hereto attached as Exhibit "1"; and

WHEREAS, said prequalification shall be granted or revoked by the City of Tamarac Public Services Staff and Purchasing and Contracts Division Staff, and shall be based on proper vetting of potential vendors, and shall take into consideration past experience with the vendor and shall incorporate other factors including, but not limited to, competitive pricing, availability of the product, quality of product, and vendor's capability to provide timely fulfillment of orders; and

WHEREAS, approval and award of competitive procurement methods with prequalified vendors, if utilized, shall be subject to City Manager and/or City Commission approval per City of Tamarac Code §6-145; and

WHEREAS, the Director of Public Services, Director of Financial Services, and Purchasing and Contracts Manager have determined that it is in the City's economic interests to purchase horticultural chemicals utilizing competitive procurement methods; and

WHEREAS, it is in the best interest of the City to authorize the appropriate City officials to select, approve, and award the most cost-effective procurement method utilizing competitive procurement methods with prequalified vendors, in the best interest of the City; and

WHEREAS, funds are available in the General Fund and the Stormwater Fund for the purchase of horticultural chemicals; and

WHEREAS, City Commission approval is required for expenditures in excess of the State of Florida threshold for Category Three as defined in the F.S. §287.017(3), currently set at \$65,000 per City of Tamarac Code §6-145; and

WHEREAS, the City Commission of the City of Tamarac Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to authorize purchase of horticultural chemicals utilizing competitive procurement methods at the time of purchase.

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

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

SECTION 2: The annual purchase of horticultural chemicals in quantities needed utilizing competitive procurement methods, for a period of twenty-four (24) months, with pre-qualified vendors, as more particularly set forth in "Exhibit 1", at the time of purchase is HEREBY authorized.

SECTION 3: The appropriate City Officials are hereby authorized to select, approve, and award annually utilizing competitive procurement methods at the time of purchase from pre-qualified vendors through a competitive quotation process, and to take all steps necessary to effectuate the intent of this Resolution.

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

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

SECTION 6: This Resolution shall become effective immediately upon 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

Horticultural Chemicals Vendor List

(Valid as of October 13, 2021)

Prequalified Vendors

Diamond R Fertilizer Co., Inc.
Harrels, Inc.
Helena Chemical Company
Nutrien Ag Solutions
SiteOne Landscape Supply
Winfield Solutions

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Title - TR13699 - Authorize and Approve Purchase of Wastewater Pumps and Appurtenances

A Resolution of the City Commission of the City of Tamarac, Florida, designating Hydra Service, Inc., as a sole source provider for pumps and appurtenances utilized at sixty-five (65) City wastewater pump stations, and to authorize expenditures for the purchase of pumps and appurtenances from Hydra Service, Inc., for an amount not to exceed the annual budget for said purpose for a period of twenty-four (24) months; authorizing an annual expenditure from the appropriate accounts not to exceed the annual budget for said purpose; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
TR 13699 MEMO	10/4/2021	Cover Memo
TR 13699 RESOLUTION	10/4/2021	Resolution
EXHIBIT 1 - SOLE SOURCE CERT	10/4/2021	Exhibit

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

To: Kathleen Gunn, Interim City Manager

Thru: Jack Strain, Public Services Director

From: Chet Jablonka, Maintenance Supervisor

Handwritten initials "R.J. Strain" and a signature in blue ink.

Date: September 30, 2021

Re: Temporary Resolution No. 13699 Purchase of Pumps and Appurtenances from Hydra Service, Inc. for FY 2022; October 13, 2021 Commission Agenda

Recommendation:

I recommend that the City Commission approve the purchase of pumps and appurtenances from Hydra Service, Inc., as a Sole-Source Vendor, for an amount not to exceed the annual budget for a period of twenty-four (24) months, as provided under City of Tamarac Code Section 6-148 (b); and that this item be placed on the October 13, 2021 Commission Agenda.

Issue:

The purchase of pumps and appurtenances from Hydra Service, Inc., (regional distributor of Sulzer (ABS) Pumps Solutions, Inc.) to maintain, operate, and replace wastewater pump station equipment for a twenty-four (24) month period.

Background:

Currently, the City operates and maintains eighty-seven (87) wastewater pump stations, sixty-five (65) of which are utilizing Sulzer (ABS) pumps and appurtenances. These wastewater pump stations are physically configured in a manner where only equipment manufactured by Sulzer (ABS) Pumps Solutions, Inc., will be compatible, since Sulzer (ABS) Pumps, Inc., provided the original equipment in those stations. For instance, the guide rails in these pump stations and the mounting brackets and pipe connections are specifically configured for Sulzer (ABS) pumps. The use of pumps from other manufacturers would require extensive and costly renovations to those pumping stations, which would not be in the best interest of the City.

Hydra Service, Inc., is the contracted Sulzer sole distributor for Sulzer (formerly ABS) wastewater products, including pumps, mixers, blowers, and aerators for the Municipal Wastewater Collection and Treatment Market. Hydra Service's territory includes the entire state of Florida. Additionally, the designation of Hydra Service, Inc. as a sole source distributor will allow the City to maintain standardization of equipment and eliminate the need for the City to stock a diverse and expensive parts inventory. See Exhibit 1 to Temporary Resolution Number 13699, sole source authorization letter from Sulzer (ABS) Pumps Solutions, Inc.

Annually, the City Commission appropriates funding for the operation and maintenance of our wastewater pump stations. The Public Services Wastewater Collection Division projects and plans for the anticipated purchase and installation of replacement pumps and related equipment; and this is reflected in the annual Budget.

Several of our wastewater pumps stations are more than twenty (20) years old. In past years, the procedure has been to order each pump on an as-needed basis, which has required obtaining a separate sole source justification for each request. Based on the City's current aggressive replacement schedule, the costs of these pumps have increased to the point where our aggregate purchases are now in excess of the City's bid threshold of \$65,000 for capital equipment and construction.

Accordingly, Public Services staff members have been working with the Purchasing & Contracts Manager to find a more efficient method for purchasing these pumps. Although all submersible pumps have the same functionality, each manufacturer has their own unique housings and appurtenances to install each pump. To eliminate costly conversions of wastewater pump stations when a new pump is purchased, the Public Services Department replaces Sulzer (ABS) pumps and appurtenances with only original Sulzer (ABS) equipment. The use of a blanket sole source approval was determined to be the most effective method to accomplish the goal of improving the efficiency and timeliness of pump replacements and wastewater pump station repairs. This method provides the City with a not-to-exceed ceiling, but still allows us the flexibility required to obtain the individual pricing for each pump replacement. In order to ensure continuity, this procurement method will be authorized for twenty-four (24) months.

The Director of Public Services and the Purchasing & Contracts Manager recommend the City Commission authorize the blanket purchase order on an "as-needed" basis from Hydra Service, Inc., a sole source distributor of Sulzer (ABS) pumps and equipment, in an amount not to exceed the annual budget for said purposes for a twenty-four (24) month period.

Fiscal Impact:

The Fiscal Year 2022 Adopted Budget includes \$96,000.00 in Account Number 425-6040-535.64-01; and the estimated fiscal impact for FY 2023 is \$108,000.00.

Citywide Commission Districts

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, DESIGNATING HYDRA SERVICE, INC., AS A SOLE SOURCE PROVIDER FOR PUMPS AND APPURTENANCES UTILIZED AT SIXTY-FIVE (65) CITY WASTEWATER PUMP STATIONS, AND TO AUTHORIZE EXPENDITURES FOR THE PURCHASE OF PUMPS AND APPURTENANCES FROM HYDRA SERVICE, INC., FOR AN AMOUNT NOT TO EXCEED THE ANNUAL BUDGET FOR SAID PURPOSE FOR A PERIOD OF TWENTY-FOUR (24) MONTHS; AUTHORIZING AN ANNUAL EXPENDITURE FROM THE APPROPRIATE ACCOUNTS NOT TO EXCEED THE ANNUAL BUDGET FOR SAID PURPOSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City operates and maintains eighty-seven (87) wastewater pump stations; and

WHEREAS, sixty-five (65) of the eighty-seven (87) pump stations utilize installed pumps and appurtenances manufactured by Sulzer (ABS) Pumps Solutions, Inc.; and

WHEREAS, Sulzer (ABS) Pumps Solutions, Inc., manufactured the pumps originally installed at these stations; and

WHEREAS, the compatibility of pumps and appurtenances is necessary due to unique physical constraints within the wastewater pump stations, requiring the use of specialized equipment only available through Sulzer (ABS) Pumps Solutions, Inc., sole regional distributor, Hydra Service, Inc., a copy of the Sole Source Letter is hereto

attached as "Exhibit 1"; and

WHEREAS, the purchase of pumps from other manufacturers would require the City to perform expensive renovations of the pump stations; and

WHEREAS, standardization of pump equipment is desirable in order to maintain continuity of replacement parts; and

WHEREAS, Hydra Service, Inc., is the contracted Sulzer sole distributor for Sulzer (formerly ABS) wastewater products, including pumps, mixers, blowers, and aerators for the Municipal Wastewater Collection and Treatment Market, Hydra Service's territory includes the entire state of Florida; and

WHEREAS, the Director of Public Services, Director of Financial Services, and the Purchasing & Contracts Manager have recognized Hydra Service, Inc., as the contracted sole source distributor of Sulzer (ABS) pumps, based on the fact that no other manufacturer will be able to meet the physical compatibility requirements of the City as provided under City Code 6-148 (b); and

WHEREAS, available funds exist in the various accounts within the Utilities Operating and Renewal & Replacement funds for said purpose; and

WHEREAS, the Director of Public Services and the Purchasing & Contracts Manager recommend the designation of Hydra Service, Inc., as the contracted sole source distributor of Sulzer (ABS) pumps, and recommend approval of the expenditure of funds to purchase pumps and appurtenances from Hydra Service, Inc., in an amount not to exceed the annual approved budget for said purpose; 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 designate Hydra Service, Inc. as the contracted sole source distributor of Sulzer (ABS) pumps, for pumps and appurtenances utilized at sixty-five (65) wastewater pump stations, and to authorize expenditures for the purchase of said supplies from Hydra Service, Inc., in an amount not to exceed the annual approved budget for said purpose, for a twenty-four (24) month period.

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

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

SECTION 2: Hydra Service, Inc., is the contracted sole source distributor for pumps and appurtenances utilized at sixty-five (65) pumping stations, and the appropriate City Officials are hereby authorized to purchase pumps and appurtenances from Hydra Service, Inc., in an amount not to exceed the annual approved budget for said purpose, for a twenty-four (24) month period.

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.

ATTEST:

MICHELLE J. GOMEZ
MAYOR

JENNIFER JOHNSON, CMC
CITY CLERK

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

JOHN R. HERIN, JR.
CITY ATTORNEY



Sulzer Pumps Solutions Inc.

140 Pond View Drive
Meriden, CT 06450
Phone (203) 238 2700
Fax (203) 514 4364
www.sulzer.com

September 30, 2021

Subject: Hydra Service Inc. as Contracted Sulzer Distributor for Sulzer (ABS) type products

To the City of Tamarac, Florida:

The purpose of this letter is to confirm that **Hydra Service Inc.** located in DeBary, Florida is the contracted Sulzer sole distributor for Sulzer wastewater (formerly ABS) products, including pumps, mixers, blowers and aerators, for the Municipal Wastewater Collection and Treatment market. **Hydra Service's** territory includes the entire state of Florida.

Nationally we utilize a network of independent distributors/service centers to serve Municipal, Industrial, Building Trades and Dewatering market segments in specific territories. The authorized distributor for Sulzer products in these segments/territories has the expertise, knowledge, training and access to the latest product developments and upgrades, along with genuine OEM parts. **Hydra Service, Inc.** is trained in the latest methods in care and start-up of our equipment and has the ability to execute warranty claims.

Please do not hesitate to contact me if I can provide any additional information.

Sincerely,

A handwritten signature in black ink that reads "Anne Chalmers".

Anne Chalmers
Regional Sales Manager
Southeast Region



Title - TR13700 - Authorization to Execute a Certain Purchase and Sale Agreement between Medalist Restaurant Group II, LLC, d/b/a Culver's of Tamarac and the City of Tamarac for City Owned Vacant Parcel, located on the north side of Commercial Boulevard, 280 feet West of NW 82nd Avenue

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to execute that certain purchase and sale agreement between Medalist Restaurant Group II, LLC, D/B/A Culver's of Tamarac and the City of Tamarac, attached hereto as Exhibit "1", for the sale of a 29,300 square ft. or approximately .67 acres of real property located on the north side of Commercial Boulevard, approximately 280 feet west of NW 82 Avenue, known as Lot 3, less south 7 feet thereof, Block 7, Lyons commercial subdivision, according to the plat thereof, as recorded in Plat Book 69, page 42, of the public records of Broward County, Florida, being more particularly described in Exhibit "A", attached hereto and incorporated herein; providing for conflicts; providing for severability; and providing an effective date.

Commission District(s):

District 2

ATTACHMENTS:

Description	Upload Date	Type
1 - TR13700 -Culver's Contract for Sale and Purchase Memo	10/4/2021	Cover Memo
2 - TR13700 - Resolution	10/4/2021	Resolution
3 - Exhibit 1 - Purchase and Sale Agreement_ Culver's Site Parcel (Final	10/4/2021	Exhibit
4 - Exhibit A - Legal Description - Culver's Site Parcel	10/4/2021	Exhibit
5 - Exhibit B - Miller Appraisal Report	10/4/2021	Backup Material
6 - Exhibit C - Vance Appraisal Report	10/4/2021	Backup Material
7 - Culver's Restaurant Existing Location Photos	10/4/2021	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 21 10 001M
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Kathleen Gunn,
Interim City Manager

FROM: Maxine A. Calloway
Community Development Director

DATE: October 4, 2021

RE: TR# 13700: Authorization to Execute a Certain Purchase and Sale Agreement between Medalist Restaurant Group II, LLC, d/b/a Culver's of Tamarac and the City of Tamarac for City Owned Vacant Parcel, located on the North side of Commercial Boulevard, 280 feet West of NW 82nd Avenue

RECOMMENDATION:

The Director of Community Development recommends that the Mayor and City Commission approve the resolution authorizing the appropriate city officials to execute that certain Purchase and Sale Agreement with Medalist Restaurant Group, LLC for the sale of a vacant .67-acre commercial property at its October 13, 2021 meeting.

ISSUE:

City Commission approval is needed for authorization to sell a .67-acre vacant commercial property to Medalist Restaurant Group, LLC d/b/a Culver's of Tamarac for the purpose of developing a Culver's restaurant with drive-through service on the site.

BACKGROUND:

On November 30, 2010, the City acquired a vacant parcel of commercial property (the "Property") from the then owner, ELF LLC for One Hundred and Fifty Thousand (\$150,000.00) Dollars. The property is located just west of the intersection of N.W. 82nd Avenue and W. Commercial Boulevard, specifically on the immediate east side of the existing Comfort Suites Hotel property located at 8301 W. Commercial Boulevard in the City of Tamarac, Broward County, Florida (on the North side of Commercial Boulevard), zoned MU-G, the City's Mixed Use – General District.

In November of 2020, the City received an inquiry from SRS Real Estate Partners a brokerage firm, inquiring as to whether the parcel was available for sale for the intended purpose of constructing a restaurant with drive-thru service on the site. To ascertain the value of the Property, and consistent with the requirements of Section 6-156.2 of the City of Tamarac Code of Ordinances, staff commissioned two appraisals in February 2021. The appraisal reports completed by Miller Appraisal Group, Inc and Vance Real Estate Service yielded the respective values of Five Hundred and Twenty-Five Thousand (\$525,000.00) Dollars and Five Hundred and Ninety Thousand (\$590,000) Dollars or (\$17.92) and (\$20.14) per square foot of land area

(see attached appraisals). Upon receipt of the appraisal values for the subject property, the prospective Buyer submitted a Letter of Intent to purchase the property from the City in March 2021.

The Buyer is proposing to purchase the Property for Five Hundred and Fifty Thousand (\$550,000.00) Dollars for the purpose of constructing a Culver's restaurant with drive-thru service on the site. It should also be noted that the Buyer is in negotiations to buy the adjoining vacant property immediately to the east owned by a separate entity to develop a more viable site plan. The Buyer's interest in the Property is motivated by the proximity of the Property to the Commercial Boulevard Corridor and its surrounding built environment. Specifically, the Buyer's interest is predicated on the potential ability to grow its customer base in the regional market and expand the reach of its brand.

On April 28, 2021, the City Commission accepted the LOI as submitted by the Buyer and authorized staff to negotiation a Contract for Sale and Purchase, which is outline below and attached for consideration.

ANALYSIS: The Contract for Sale and Purchase provides for the intent of the Buyer to purchase the City owned vacant commercial property, approximately .67 acres in size, for the purpose of developing a Culver's restaurant with drive- thru service. Culver's is a privately owned and operated American casual fast food restaurant chain that currently operates almost 800 locations throughout the United States. More widely known in northern and western areas of Florida for their cooked to order burgers and frozen custard, the restaurant chain desires to expand their market reach by opening its second location in Broward County in the City of Tamarac.

Deposits: The Contract calls for an initial deposit of Twenty Five Thousand (\$25,000) Dollars paid by the Buyer within three (3) business days following the opening of Escrow, applicable to the Purchase Price which will become non-refundable (except in the event of Seller's default or a failure of one of Buyer's conditions to close) upon approval of Buyer's Inspection Period as described below. There is also a Second Deposit of \$25,000 that is paid by the Buyer within three (3) calendar days of the date of the expiration of the Approvals.

Inspection Period: The Contract calls for a 120-day inspection period from the effective date of the Purchase Agreement, to allow the Buyer to access the Property and conduct certain inspections which will enable the Buyer to make an informed decision as to whether Buyer would like to purchase the Property "As Is". Prior to the expiration of the One Hundred and Twenty (120) day Inspection Period, Buyer is required to provide written notice to the City of its decision to accept the Property in its "AS IS" condition, or its decision that the Property is unsuitable for its intended purpose and it is terminating the Contract for Purchase and Sale.

Permitting Period: The Contract allows the Buyer an additional 120 days after the Inspection Period to obtain all approvals relative to the construction and development of a new restaurant with drive-thru service. This approval includes site plan, special permit and any variances that might be required and replatting if necessary. This Approval Period will only commence if Buyer accepts the Property after the 120-day Inspection Period. Additionally, the Contract allows the Buyer to terminate the Contract during the Permitting Period if it is unsuccessful in its efforts in

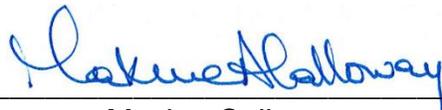
securing all government approvals and permits it deems necessary for the reasonable development of the project and all deposits shall be refundable.

Closing: The Contract provides for Closing to be no later than thirty (30) calendar days from the completion of the Approvals Period.

Fiscal Impact: This city-owned surplus land sale of .67-acres will generate Five Hundred and Fifty Thousand (\$550,000) Dollars in revenue for the City.

The City will receive an outstanding return on its initial investment in 2010 of One Hundred and Fifty Thousand (\$150,000) Dollars and can utilize the funds to further additional Economic Development initiatives.

This item supports the City's Strategic Plan, Goal #3 "Tamarac is Economically Resilient" by ensuring the ongoing development of vacant unimproved parcels which effectively stabilize communities and revitalize major corridors. In addition, a new restaurant facility along the Commercial Boulevard Corridor would continue to support the synergy of the surrounding land uses and create residual economic opportunities for businesses in the surrounding area.



Maxine Calloway,
Community Development Director

Attachment: Temporary Resolution No. 13700/ Draft Resolution
Exhibit 1 – Contract for Sale and Purchase
Exhibit A – Legal Description
Exhibit B – Appraisal Summary Page-Miller
Exhibit C – Appraisal Summary Page-Vance
Culver's Restaurant Existing Location Photos

MAC/ct

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021 - _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THAT CERTAIN PURCHASE AND SALE AGREEMENT BETWEEN MEDALIST RESTAURANT GROUP II, LLC, d/b/a CULVER'S OF TAMARAC AND THE CITY OF TAMARAC, ATTACHED HERETO AS EXHIBIT "1", FOR THE SALE OF A 29,300 SQUARE FT. OR APPROXIMATELY .67 ACRES OF REAL PROPERTY LOCATED ON THE NORTH SIDE OF COMMERCIAL BOULEVARD, APPROXIMATELY 280 FEET WEST OF NW 82 AVENUE, KNOWN AS LOT 3, LESS SOUTH 7 FEET THEREOF, BLOCK 7, LYONS COMMERCIAL SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 69, PAGE 42, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac, a Florida municipal corporation ("Seller") is the owner of certain unimproved real property located in the City of Tamarac, Broward County, Florida, and more particularly described on Exhibit "A" (the "Property") to that certain Purchase and Sale Agreement (the "Agreement") attached hereto as Exhibit "1" and made a part hereof; and

WHEREAS, Medalist Restaurant Group II, LLC, a Florida Limited Liability Company d/b/a Culver's of Tamarac (the "Buyer"), desires to purchase and the Seller desires to sell the Property for the development of a Culver's Restaurant, upon the terms and conditions set forth in the Agreement; and

WHEREAS, a Purchase and Sale is mutually beneficial to the parties given that it will provide the opportunity for development of the Property, enhance economic development along the Commercial Boulevard corridor, and return the property to the tax rolls; and

WHEREAS, in accordance with Section 6-156.2 of the City of Tamarac Code of Ordinances, an appraisal was obtained for the proposed disposition of the City owned Property; and

WHEREAS, the sale price for the Property, consistent with the recent appraisal, is Five Hundred and Fifty Thousand and no/100 Dollars (\$550,000.00), and the Buyer will purchase the Property for the agreed upon price subject to the terms and conditions of the Agreement; and

WHEREAS, the Director of Community Development and the Director of Financial Services recommends that the appropriate City Officials execute the Purchase and Sale Agreement with Medalist Restaurant Group II, LLC, d/b/a Culver's of Tamarac; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to authorize the execution of the Sale and Purchase Agreement between the City of Tamarac and Medalist Restaurant Group II, LLC for the development of a Culver's Restaurant; a copy of said Agreement is included herein as Exhibit "1" (attached hereto, incorporated herein, and made a specific part thereof).

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: It is hereby found and determined that the authorization to execute the Agreement with Medalist Restaurant Group II, LLC, d/b/a Culver's of Tamarac is in the best interest of the City of Tamarac and the residents and businesses located within the described area.

SECTION 3: The appropriate City officials are hereby authorized to execute a Purchase and Sale Agreement with Medalist Restaurant Group II, LLC, d/b/a Culver's of Tamarac, a copy of said Agreement is attached hereto as Exhibit "1".

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 GOMEZ,
MAYOR

ATTEST:

JENNIFER JOHNSON
CITY CLERK

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

JOHN R. HERIN,
CITY ATTORNEY

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE (this "Contract") is made this ____ of October, 2021 by and between the *City of Tamarac, a Florida municipal corporation*, whose address for purposes of this contract is 7525 NW 88th Avenue, Tamarac, FL, 33321 ("Seller") and *Medalist Restaurant Group II, LLC, d/b/a Culver's of Tamarac*, whose business address is 5510 W Copans Road, Margate, FL 33063 ("Buyer").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Sale and Purchase.

The Seller hereby agrees to sell to the Buyer and the Buyer hereby agrees to Purchase the real property generally known as Lot 3, less South 7 feet thereof, Block 7, LYONS COMMERCIAL SUBDIVISION, according to the plat thereof, as recorded in Plat Book 69, Page 42, of the Public Records of Broward County, Florida, ("Property"), hereinafter described for the purchase price and upon the terms and conditions set forth in this Contract.

2. Property.

The Property being purchased and sold is identified as approximately 29,300 square feet, or approximately .67 acres of real property located in the City of Tamarac, Broward County, Florida, generally known as Tax Parcel 4941-09-04-0120, more particularly described on Exhibit "A" attached hereto, together with all improvements, easements, tenements, and appurtenances belonging thereto subject to the terms of this Contract. The Property is further deemed to include all existing land use entitlements, governmental permits and allocations, and other such governmental and agency agreements and approvals, together with all feasibility studies, reports, maps leases plans and other materials concerning the use and development of the Property as may exist and in the City's possession. The Property will be acquired from Seller free and clear of all liens for Buyer to construct a Culver's Restaurant with drive-thru service.

3. Purchase Price.

The purchase price ("Purchase Price") for the Property shall be FIVE HUNDRED AND FIFTY THOUSAND and 00/100 (\$550,000.00) DOLLARS, payable as follows:

a. Initial Deposit. An initial deposit of Twenty Five Thousand and 00/100 (\$25,000.00) Dollars (the "Initial Deposit") shall be paid by the Buyer within three calendar (3) days of the date of execution of this Contract by all parties which Escrow Agent agrees to hold according to the terms of this Contract. The Escrow Agent shall be Donald Dufresne of Fox Rothschild, LLP with offices located at West Tower, 777 S Flagler Dr., West Palm Beach, FL 33401 (the "Escrow Agent"). The Initial Deposit shall be applied to the Purchase Price at Closing.

b. Second Deposit. A second deposit of Twenty Five Thousand and 00/100 (\$25,000.00) Dollars (the "Second Deposit" and together with the Initial Deposit, collectively, the "Deposits")

shall be paid by the Buyer within three calendar (3) days of the date of expiration of the Approvals Period, which Escrow Agent agrees to hold according to the terms of this Contract. The Second Deposit shall be applied to the Purchase Price at Closing.

4. Inspection Period.

The Buyer shall have a period of One Hundred Twenty (120) calendar days from the Effective Date of this Contract, (the "Inspection Period") to determine, in its sole discretion, whether the Property is suitable for the Buyer's intended use. Buyer shall have the right to enter upon the Property to make all inspections of the condition of the Property which it may deem necessary, including, but not limited to, soil borings, percolation tests, engineering, environmental and topographical studies, inspections of zoning and the availability of utilities, all of which inspections shall be undertaken at Buyer's sole cost and expense. After completing its inspection of the Property, Buyer shall, at its sole cost and expense, repair and replace any damage it has caused to the Property and shall indemnify and hold the Seller harmless from any and all claims, damages, suits, actions arising from Buyer's inspection of the Property. Prior to 5:00 p.m. of the expiration of last day of the Inspection Period, Buyer shall provide written Notice of its decision to accept the Property in its "AS IS" condition, or its decision that the Property is unsuitable for its intended purpose, upon which this Contract automatically terminates. Notwithstanding the Buyer's right to enter the Property for inspections, prior to engaging in any inspection, Buyer shall first provide written notice to Seller of the proposed testing and receive Seller's authorization to proceed. In conducting any inspections or tests of the Property, Buyer shall keep the Property free and clear of any liens arising from work performed on behalf of Buyer, and in the event a lien is filed as a result of Buyer's due diligence, then following notice to Buyer and a ten (10) day opportunity to cure, Seller shall be entitled to make a claim to Escrow Agent for payment of such lien amounts recorded against the Property caused by Buyer out of the Initial Deposit or Second Deposit. Buyer shall restore the Property to the substantially same condition as existed prior to the tests and inspections, and shall defend, indemnify, and hold Seller harmless from and against any claims and liabilities asserted against Seller arising out of Buyer's inspections. During the Inspection Period and through Closing, Buyer shall maintain and cause to be maintained by its employees, agents and contractors that enter the Property, and prior to any entry upon the Property by Buyer, its employees, agents and contractors, shall have provided to Seller evidence of, commercial general liability insurance in the amount of at least \$1 million per occurrence and \$2 million in the aggregate against any loss, liability or damage on, about or relating to all or any portion of the Property naming Seller as additional insured. Such insurance shall not be cancelled or changed without at least ten (10) days prior written notice to Seller. This provision shall survive the termination of this Contract.

5. Effective Date of Contract.

The effective date of this Contract (the "Effective Date") shall be the date when the last one of the Buyer or Seller executes the Contract.

6. Title Evidence.

Within twenty (20) days of the Effective Date Buyer shall, at Buyer's expense, obtain a title insurance commitment (the "Commitment") for the Property to be issued by a major title insurance company, wherein the title insurance company agrees to issue an ALTA owner's policy of title insurance in the full amount of the Purchase Price, insuring title to the Property subject only to the Permitted Exceptions as set forth below. If the title insurance commitment shows any exceptions to title unacceptable to Buyer, then Buyer shall provide written notice to the Seller within fifteen (15) days specifying such exceptions. If Seller chooses in its sole discretion not to correct the title objections Buyer shall waive such exceptions and proceed under the terms and conditions of this Contract, or, terminate this Contract and receive a return of the Deposit(s). If Buyer elects to accept the title subject to the matters disclosed in the title commitment, the exceptions shall be known thereafter as the "Permitted Exceptions."

7. Approvals Period.

a. Buyer shall have one hundred and twenty (120) calendar days commencing on the expiration of the one hundred twenty (120) day Inspection Period, to obtain all necessary "Approvals" to construct a Culver's Restaurant with drive-thru service (the "Approvals Period"). The Approvals are defined as a final and unappealable approval, special exception, variances, if applicable, and site plan approval from the applicable governmental authorities having jurisdiction over the Property, including, specifically, site plan approval by the Planning Board and City Commission of Tamarac, to facilitate the construction, completion and operation of the contemplated restaurant on the Property and all related structures, amenities and improvements "Approvals"). The parties agree that they will cooperate and act promptly throughout the approval process to obtain the Approvals in as short a period as is possible within the applicable laws that define the approval process and applicable case law (e.g., *Chung v. Sarasota County*, 686 So. 2d 1358 (Fla. 2d DCA 1996)). With respect to such Approvals, Buyer shall not be deemed to have obtained or received the Approvals until all appeal periods shall have passed without any appeal having been taken or, if any such appeal shall have been taken, such appeal(s) shall have been finally and conclusively resolved in favor of Buyer. Seller shall allow Buyer to simultaneously seek the Approvals. At such time Buyer receives written evidence that all Approvals have been obtained by the expiration of the Approvals Period, then the Second Deposit shall be paid to the Seller, deemed non-refundable and credited to the Purchase Price at Closing.

b. If Buyer does not receive written evidence that the Approvals have been obtained by the expiration of the Approvals Period, then prior to 5:00 p.m. on the last day of the Approval Period, Buyer may terminate this Contract by delivering written notice to the Seller, whereupon all Deposits shall be immediately returned to Buyer and the parties shall be relieved of any further liability or obligation hereunder. Buyer's notice of termination shall be effective upon delivery and shall be delivered prior to the end of the Approvals Period.

c. Additionally, Buyer shall have two (2) options to extend the Approvals Period for thirty (30) days each. In the event Buyer elects to exercise its option(s), Buyer shall (i) notify Seller and the Escrow Agent seven (7) days prior to the scheduled closing date; and (ii) deposit an

additional \$10,000 with Escrow Agent for each thirty (30) day extension, which together with the Deposits shall be nonrefundable (except in the event of Seller's default or a failure of Buyer's condition to close including receipt of Approvals for its intended use) and shall be applied towards the Purchase Price.

8. Closing Date.

The closing date shall be no later than thirty (30) calendar days from the completion of the Approvals Period.

a. The Closing shall be an escrow closing with neither Seller nor Buyer required to attend a formal settlement or may occur in the office of Fox Rothschild, LLP in Palm Beach County, located at West Tower, 777 S Flagler Dr, West Palm Beach, FL 33401.

b. Seller shall execute and deliver a Special Warranty Deed conveying title to the Property subject to the Permitted Exceptions and in conformance with the terms and conditions of this Contract, which deed shall be in form acceptable to the Title Insurance Company for the purpose of issuing its title insurance policy pursuant to the commitment described in paragraph 7.b.

c. Buyer shall cause the balance of the Purchase Price to be paid to Seller by bank wire transfer or other immediately available funds. Buyer shall also execute and deliver to Seller a copy of a Closing Statement showing the computation of the funds payable to Seller pursuant to this Contract.

9. Contingencies.

Seller's obligations under the Contract are contingent upon the following the City Commission of the City of Tamarac approving and authorizing the transaction as contemplated by the terms and provisions of this Contract.

10. Conditions Precedent to Closing.

The obligations of Buyer to pay the Purchase Price, and to perform Buyer's other obligations at the Closing are and shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date:

a. Seller shall have delivered Seller's executed closing documents to Escrow Agent.

b. Title to the Property shall be free of all encumbrances other than the Permitted Exceptions and the Property shall be free of violations of record of any applicable law.

c. The title company shall be able to deliver at Closing an ALTA Form B Marketability Owner's Title Insurance Policy ("Title Policy") insuring Buyer's right, title and interest in the Property in the amount of the Purchase Price, excepting no matters other than the Permitted Exceptions.

d. All of the representations and warranties of Seller contained in this Contract shall have been true and correct when made and shall be true and correct on the Closing Date with the same effect as if made on and as of such date.

e. Buyer shall be solely responsible for the payment of all impact fees in connection with or associated with the Property.

f. Buyer shall have acquired the .69 acres privately owned parcel contiguous to the Property to facilitate the construction of the Culver's restaurant with drive through on both parcels.

g. All the Approvals from the applicable governmental authorities contained in this Contract have been granted and all appeal periods have expired.

11. Expenses.

The cost of recording the Deed and any corrective instruments shall be paid by the Buyer. Buyer shall pay all expenses associated with the inspection, the survey, title insurance charges, recording fees, and all costs associated with any related loan closing. Seller shall pay the cost of Documentary Stamp Tax on the Deed. All other closing costs and expenses shall be paid in accordance with the custom in Broward County, Florida.

12. Prorations.

The Property is currently exempt from ad valorem taxes and there are no taxes or other matters to prorate.

13. Representations and Warranties of the Seller.

The Seller represents and warrants that to the best of Seller's actual knowledge and belief:

a. All notices of or violations of law or municipal ordinances, order, rules noted or issued by any governmental authority having jurisdiction over the Property have been complied with or will be complied with by the Closing Date.

b. The Seller has good and marketable fee title interest in the Property and possesses the present right, legal power, and authority to enter this Contract and perform according to its terms.

c. The Property will, as of the Closing Date, be free and clear of all liens, security interests, all encumbrances, leases or other restrictions or objections to title except for the Permitted Title Exceptions and those to be discharged by the Seller at Closing.

d. If, at any time prior to the date of Closing, the Seller acquires knowledge of events or circumstances which render the representations set forth in this paragraph inaccurate in any respect, the Sellers shall immediately notify the Buyer in writing.

e. Notwithstanding the warranties set forth above, Seller makes and shall make no warranty regarding the title to the Property except as to any warranties which will be contained in the instruments to be delivered by Seller at Closing in accordance with this Contract, and Seller makes and shall make no representation or warranty either expressed or implied (except as specifically set forth in the Contract) regarding condition, operability, safety, fitness for intended purpose, use, governmental requirements, development potential, utility availability, legal access, economic feasibility or any other matters whatsoever with respect to the Property. The Buyer specifically acknowledges and agrees that Seller shall sell and Buyer shall purchase the Property on an “AS IS, WHERE IS, AND WITH ALL FAULTS” basis and that, except for the Seller’s representations and warranties specifically set forth in this Contract, Buyer is not relying on any representations or warranties of any kind whatsoever, express or implied, from Seller its agents, officers, or employees, as to any matters concerning the Property including, without limitation, any matters relating to (1) the quality, nature, adequacy, or physical condition of the Property, (2) the quality nature, adequacy or physical condition of soils, fill, geology, or any groundwater, (3) the existence, quality, nature, adequacy or physical condition of utilities serving the Property, (4) the development potential, income potential, expenses of the Property, (5) the Property’s value, use, habitability, or merchantability, (6) the fitness, suitability, or adequacy of the Property for any particular use or purpose, (7) the zoning or other legal status of the Property, (8) the compliance of the Property or its operation with any applicable codes, laws, rules, regulations, statutes, ordinances, covenants, judgments, orders, directives, decisions, guidelines, conditions, or restrictions of any governmental or quasi-governmental entity or of any other person or entity, including, without limitation, environmental person or entity, including without limitation, environmental laws, (9) the presence of Hazardous Materials (as defined herein) or any other hazardous or toxic matter on, under, or about the Property or adjoining or neighboring property, (10) the freedom of the Property from latent or apparent vices or defects, (11) peaceable possession of the Property, (12) environmental matters of any kind or nature whatsoever relating to the Property, (13) any development order or agreement, or (14) any other matter or matters of any nature or kind whatsoever relating to the Property.

As used herein, the term “Hazardous Materials” means (i) those substances included within the definitions of “hazardous substances”, “hazardous materials”, “toxic substances” or “solid waste” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §960 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S. C. §1801 et seq., or the Clean Water Act, 33 U.S.C. §1321 et seq., as amended, and in the regulations promulgated pursuant thereto; (ii) those substances listed in the United States Department of Transportation Table (49 CFR §172.101) or by the Environmental Protection Agency as “hazardous substances”, “hazardous materials”, “toxic substances” or “solid waste”, (iii) such other substances, materials and wastes which are regulated, or classified as hazardous or toxic, under applicable local, state or federal laws, ordinances or regulations; and any material, waste or substance which is petroleum, asbestos, polychlorinated, biphenyls, flammable explosives or radioactive materials.

14. Buyer’s Representations.

Buyer represents and warrants to the best of Buyer’s knowledge that the following are true and correct:

a. Buyer has full power and authority to enter this Contract and to assume and perform all obligations hereunder.

b. The execution and delivery of this Contract and the consummation of the transaction contemplated hereunder on the part of the Buyer do not and will not violate the corporate or organizational documents of Buyer and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the Buyer is a party.

c. No action by any federal, state, municipal or other governmental department, CRA, board, bureau or instrumentality is necessary to make this Contract a valid instrument binding upon Buyer in accordance with its terms and conditions.

All of the representations, warranties and covenants of Buyer contained in this Contract or in any other document, delivered to Seller in connection with the transaction contemplated herein shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made at such time.

15. Assignability.

The Buyer shall not be entitled to assign this Contract without the prior written consent of the Seller which approval shall not be unreasonably withheld. An assignment to an entity owned and controlled by the principals of Buyer shall require the approval of Seller, which approval shall not be unreasonably withheld.

16. Attorney's Fees and Costs.

In the event any litigation or other controversy arises out of this Contract, the prevailing party in such litigation or controversy shall be entitled to recover from the non-prevailing party its reasonable attorney's fees, costs, and expenses.

17. Default.

a. If Buyer fails to materially perform or observe any of the covenants, restrictions, requirements and/or stipulations to be performed and/or observed by Buyer hereunder and such failure to perform or observe is not cured within thirty (30) days after written notice thereof from Seller to Buyer (or in the case of a default which cannot be cured in thirty (30) days, Buyer has failed to commence curing the default within such thirty (30) day period), then, as Seller's sole remedy, any deposits placed under this Contract shall be delivered by the Escrow Agent to the Seller as liquidated and agreed upon damages.

b. If Seller fails to materially perform or observe any of the covenants, restrictions, requirements and/or stipulations to be performed and/or observed by Seller hereunder, and such failure to perform or observe is not cured within thirty (30) days after written notice thereof from

Buyer to Seller, then, without limitation, at the option of the Buyer, any Deposit placed under this Contract shall be promptly returned by the Escrow Agent to the Buyer, together with all interest earned thereon.

18. Signs.

Buyer shall have the right at Buyer's expense to place and maintain reasonable signs on the Property in compliance with applicable sign ordinances and regulations to assist Buyer in obtaining the Approvals for the proposed use of the Property.

19. Broker Fees.

The Buyer and the Seller acknowledge and agree that no real estate brokers are involved in this transaction except for the Buyer's broker SRS Real Estate Partners Southeast, LLC ("Broker"). Buyer and Seller shall each pay 2% of the Broker's commission of 4%. Buyer agrees to indemnify and hold harmless the Seller from and against any and all liability, loss, cost, damage and expense, including but not limited to attorneys' fees and costs of litigation both prior to and on appeal, which Seller shall suffer or incur because of any claim by any agent, broker or finder engaged by Buyer, whether or not meritorious, for any fee, commission or other compensation with respect to this Contract or to the sale and purchase of the Property contemplated herein.

20. Notices.

Any notice, request, demand, instruction, or other communication to be given to either party, except where required by the terms of this Contract to be delivered at the Closing, shall be in writing and shall be sent as follows:

If to Buyer: Medalist Restaurant Group II, LLC
d/b/a Culver's of Tamarac
Attn: Eric Pierce
5510 W. Copans Road
Margate, FL 33063
Email: ejp715@yahoo.com

With a copy to: Steven Wherry, Esq.
Wherry Law, P.A.
736 SW 12 Ave.
Fort Lauderdale, FL 33312
Email: steve@wherrylaw.com
Phone: 754-581-8373

If to Seller: City of Tamarac
Attn: Kathleen Gunn, Interim City Manager
7525 NW 88th Ave.
Tamarac, FL 33321
Email: Kathleen.Gunn@tamarac.org

Phone: (954) 597-3516

With a copy to:

Donald Dufresne, Escrow Agent
c/o Fox Rothschild, LLP
West Tower, 777 S. Flagler Dr.
West Palm Beach, Florida 33401
Email: ddufresne@foxrothschild.com
Phone: (561) 835-9600

and

John Herin, City Attorney
Fox Rothschild, LLP.
2 S. Biscayne Blvd., Suite 2750
Miami, Florida
Email: jherin@foxrothschild.com
Phone: (305) 442-6540

22. Time.

Time is of the essence. If both parties have not executed this Contract within thirty days of each other it shall become null and void. If the time for performance of any obligation ends on a holiday or weekend, the time-period shall be extended until 5 p.m. of the next business day.

23. Miscellaneous.

This Contract shall bind and inure to the benefit of the parties and their successors in interest. All notices required to be given under this Contract must be in writing and must be made by personal delivery, a recognized courier service or certified mail, return receipt requested, postage prepaid. There are no understandings or representations relied upon in entering this Contract except as written herein. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it. Venue for any action concerning this Contract shall lie in the 17th Judicial Circuit in and for Broward County, Florida. **THE PARTIES WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING CONCERNING THE CONTRACT.**

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates indicated above:

BUYER:

Medalist Restaurant Group II, LLC



By: ERIC PIERCE

Title: MANAGER

Signed on: 9-29-2021

SELLER:

City of Tamarac, a Florida municipal corporation

By: _____

Title: _____

Signed on: _____

ESCROW AGENT:

Accepted and Agreed to

By: Donald Dufresne, Esq.

Signed on: _____

APPROVED AS TO FORM:

John R. Herin, Jr., City Attorney

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates indicated above:

BUYER:

Medalist Restaurant Group II, LLC

By: _____

Title: _____

Signed on: _____

SELLER:

City of Tamarac, a Florida municipal corporation

By: _____

Title: _____

Signed on: _____

ESCROW AGENT:

Accepted and Agreed to

By: Donald Dufresne, Esq.

Signed on: _____

APPROVED AS TO FORM:

John R. Herin, Jr., City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 3, less South 7 feet thereof, Block 7, LYONS COMMERCIAL SUBDIVISION, according to the plat thereof, as recorded in Plat Book 69, Page 42, of the Public Records of Broward County, Florida.

(SUBJECT TO VERIFICATION BY SURVEY TO BE OBTAINED BY BUYER)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 3, less South 7 feet thereof, Block 7, LYONS COMMERCIAL SUBDIVISION, according to the plat thereof, as recorded in Plat Book 69, Page 42, of the Public Records of Broward County, Florida.

(SUBJECT TO VERIFICATION BY SURVEY TO BE OBTAINED BY BUYER)

**APPRAISAL REPORT
OF**



**A 29,300 SQUARE FOOT VACANT SITE
ZONED MU-G**

**LOCATED ON THE NORTH SIDE OF COMMERCIAL BOULEVARD
280 FEET WEST OF NW 82ND AVENUE
TAMARAC, FLORIDA**

**AS OF
FEBRUARY 8, 2021**

**PREPARED FOR
MS. CHRISTINE CAJUSTE, CPA, MBA
DIRECTOR OF FINANCIAL SERVICES
CITY OF TAMARAC
7525 NW 88TH AVENUE
TAMARAC, FLORIDA 33321**

**MILLER
APPRAISAL
GROUP, INC.**

February 15, 2021

Ms. Christine Cajuste, CPA
Director of Financial Services
City of Tamarac
7525 NW 88th Avenue
Tamarac, Florida 33321

Re: Appraisal of Vacant Land Parcel
North side of Commercial Boulevard, 280 feet west of NW 82nd Avenue
Tamarac, Florida
Owner: City of Tamarac

Dear Ms. Cajuste:

Per your request, we have reviewed the above captioned property for the purpose of providing you with a current valuation on the property, which consists of a 0.673 acres (29,300 square feet) site that is currently vacant. The subject property is located on the North side of Commercial Boulevard, 280 feet west of NW 82nd Avenue with frontage on both NW 57th Street and Commercial Boulevard in Tamarac. The purpose of our analysis is to form an opinion of the market value of the fee simple ownership of the subject property. The function of this report is for client's internal use as an aid in the potential sale of the property under the ownership of the City of Tamarac.

Market value is defined as "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress."

We have prepared the attached **Appraisal Report**, which contains a recapitulation of the data utilized to form an opinion of the market value as of February 8, 2021. If any additional data is required, please advise.

Ms. Christine Cajuste, CPA, MBA
February 15, 2021
Page 2

Based upon our inspection of the property and market data analysis, it is our opinion that the market value of the subject property (0.673 Acres of land), as described herein, as of February 8, 2021, is:

**FIVE HUNDRED TWENTY-FIVE THOUSAND DOLLARS
(\$525,000)**

Sincerely,

A handwritten signature in black ink, appearing to read "Robert D. Miller". The signature is written in a cursive style with a large initial "R" and "M".

Robert D. Miller, ASA
State Certified General R.E. Appraiser No. RZ1270

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ADDENDUM

- Photographs of Subject Property
- Most Recent Deed
- Qualifications of the Appraiser

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROPERTY LOCATION: Located on the North side of Commercial Boulevard, 280 feet west of NW 82nd Avenue in Tamarac, Florida 33351.

OWNER'S NAME/ADDRESS: City of Tamarac
7620 NW 88th Avenue
Tamarac, Florida 33321

INSPECTION DATES: February 8, 2021

FOLIO NUMBER: 49-41-09-04-0120

ASSESSED VALUE (2020): \$380,900 Market Value
\$298,130 SOH Value

REAL ESTATE TAXES: \$0.00 (Exempt under Municipal Ownership)

SITE SIZE: 0.673 Acres or 29,300 +/- Square Feet

BUILDING: None. The property is currently vacant.

DIMENSIONS: We were not provided a survey of the property and based on the subject plat; the dimensions of the site are 100 feet by 293 feet.

ZONING/LAND USE: MU-G, Mixed Use-General, by the City of Tamarac

PRESENT USE: Vacant Land.

HIGHEST AND BEST USE: The highest and best use is for future mixed-use development as allowed under the current zoning and land use. See highest and best use section for more detail.

IMPROVEMENTS: Not applicable.

COST APPROACH: N/A

INCOME APPROACH: N/A

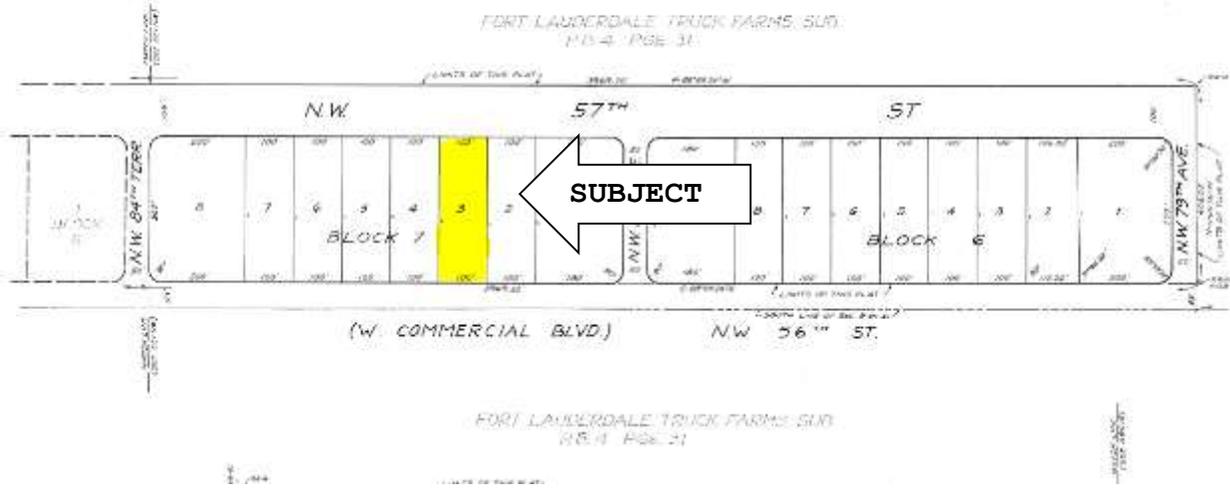
SALES COMPARISON APPROACH TO VALUE: \$525,000

RECONCILIATION: \$525,000

PLAT OF THE SUBJECT PROPERTY

SHEET 2 OF 2 SH

LYONS COMMERCIAL SUBDIVISION



AERIAL VIEW OF SUBJECT PROPERTY



DEFINITION OF MARKET VALUE

Market value is defined in the 2020-2021 Edition of the Uniform Standards of Professional Practice from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990 and August 24, 1990 as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. Buyer and seller are typically motivated.
- 2. Both parties are well informed or well advised and acting in what they consider their own best interests.
- 3. A reasonable time is allowed for exposure in the open market.
- 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto, and.
- 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

COMPETENCY PROVISION

The appraiser has completed similar type appraisals throughout the Broward County area during his 38 years as a real estate appraiser in South Florida. Further, the appraiser has completed numerous appraisals of vacant and improved properties for the City of Tamarac over the past 10 years. As a result of these experiences, the appraiser meets the competency provision of USPAP.

TYPE OF PROPERTY:

The subject is a 0.673-acre site, which is currently vacant and has a mixed-use zoning. The purpose of the appraisal is to value the site as vacant based on the highest and best use.

SALES HISTORY OF THE SUBJECT PROPERTY

A review of the property records for the whole property which contains a total of .673 acres indicated that the property was purchased by the City of Tamarac for \$150,000 in November 2010. (OR BOOK 47642 PAGE 1964-see copy in addendum)

PRIOR SERVICES

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

PURPOSE AND FUNTION OF THE APPRAISAL

The purpose of this appraisal report is to estimate the market value of the fee simple interest as of February 8, 2021. The property rights appraised are the fee simple interest in the property assuming no unusual liens and/or encumbrances. The function of the report is for internal use in the potential sale of the property.

INTENDED USE

The function and intended use of the report is for use by the client in the potential sale of the property by the client, City of Tamarac.

INTENDED USER

The intended users of the report are the client, City of Tamarac, and their legal and financial representatives.

LEGAL DESCRIPTION

Lot 3 less the south 7 feet thereof, Block 7 of Lyons Commercial Subdivision according to the plat thereof recorded in Plat Book 69, Page 62 of the Public Records of Broward County.

The legal description for the subject property was taken from the most recent transfer and from the Property Appraiser website.

ESTIMATE EXPOSURE TIME AND MARKETING PERIOD

Based on recent sales transactions and interviews with real estate market participants, i.e., brokers and real estate agents, it is our opinion that the probable exposure time for the property is 6 to 12 months. Because we foresee no significant changes in market conditions in the near term, it is our judgment that a reasonable marketing period is likely to be the same as the exposure time. Therefore, the subject's marketing period is estimated to be 6 to 12 months.

PUBLIC AND PRIVATE RESTRICTIONS

We were not provided a title report for the property. We are not aware of any unusual public or private restrictions of the property.

PROPERTY INTEREST APPRAISED

The property interest appraised is all rights existing in fee simple as of the appraisal date. These rights are the legal and economic properties of the owner that may rightfully be exchanged for money or equivalent goods. The Fee Simple Absolute Interest implies absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

SCOPE OF SERVICES

The scope of our services for this appraisal assignment included a systematic analysis of the factors that bear upon the value of real estate. The appraisal process is an orderly program by which the problem is defined, the work necessary to solve the problem is planned, and the data involved is acquired, classified, analyzed, and interpreted into an estimate of value.

We inspected the subject property, the immediate neighborhood and the comparable sales utilized in the Sales Comparison Approach to Value. To derive a land value for the whole property, we have utilized the Sales Comparison Approach.

I have compiled all the necessary data in order to formulate an opinion of market value and market rent. I have presented the applicable data in this Appraisal Report. Any additional supporting data can be found in my working file. The scope of the appraisal involved inspections of the subject property and surrounding area to develop a better understanding of the growth patterns, property types and economic uses of the subject neighborhood. In preparing my report, I have reviewed and relied upon the following data.

1. I reviewed sales and listings of vacant land sales in the overall Broward County area over the past four years.
2. Review of public records for all pertinent sales data including appraiser land records, deeds, etc. I retrieved sales data from CoStar, LoopNet, IRIS, MLS, news articles, the Property Appraiser's Office, and local contacts. In addition, conversations were held with local real estate brokers concerning local conditions, development activity and a review of valuations.
3. Reviewed and considered the sales history of the subject property and neighborhood.
4. Review of Broward County, the City of Tamarac, neighborhood trends.
5. Inspection of neighborhood and analysis of land use patterns and trends in the City of Tamarac and Broward County overall.
6. Physical inspection of subject property and all comparable land sales utilized in this report. Furthermore, the data relied upon was confirmed through knowledgeable parties to the transactions. Copies of the sale sheets and deeds are included in the Addenda of the report. The data relied upon is believed to be accurate, but the appraiser assumes no responsibility for its accuracy.

PROPERTY DESCRIPTION

PROPERTY LOCATION: The north side of Commercial Boulevard, 280 feet west of NW 82nd Avenue, Tamarac, Florida. The property has frontage on both Commercial Boulevard and NW 57th Street.

OWNER'S NAME/ADDRESS: City of Tamarac
7525 NW 88th Avenue
Tamarac, Florida 33321

FOLIO NUMBER: 49-41-09-04-0120

ASSESSED VALUE (2020): \$380,900 Market Value
\$298,130 SOH Value

REAL ESTATE TAXES: \$0-Exempt under Municipal Ownership

SITE SIZE: 0.673 acres or 29,300 square feet

DIMENSIONS: 100 feet on the north and south boundaries and 293 feet on the east and west boundaries. See plat on page 3.

ZONING: MU-G, Mixed Use-General, Tamarac

PRESENT USE: Site is currently vacant.

HIGHEST AND BEST USE: Development with a mixed-use development as allowed under the current zoning and land use

FLOOD ZONE: Flood Zone X500 (not in Flood Hazard area), according to Flood Insurance Rate Map Community Panel Number 12011C0335-H dated August 18, 2014.

IMPROVEMENTS: None



MAP DATA

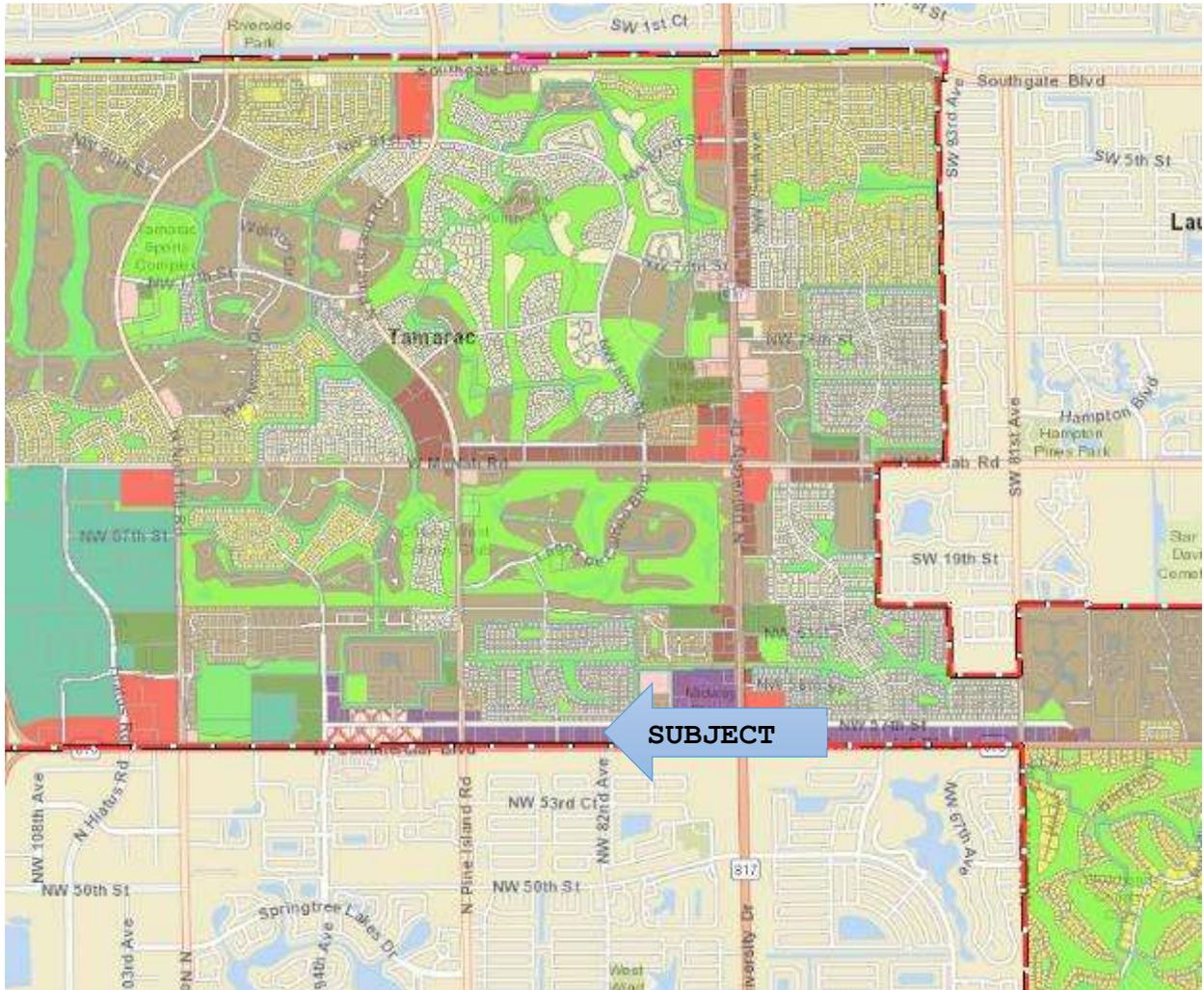
FEMA Special Flood Hazard Area: No
 Map Number: 12011C0335H
 Zone: X500
 Map Date: August 18, 2014
 FIPS: 12011

MAP LEGEND

- Areas inundated by 500-year flooding
- Areas inundated by 100-year flooding
- Velocity Hazard
- Protected Areas
- Floodway
- Subject Area

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ZONING MAP



REAL ESTATE TAXES

The subject is assessed under one folio number by the Broward County Property Appraiser's Office.

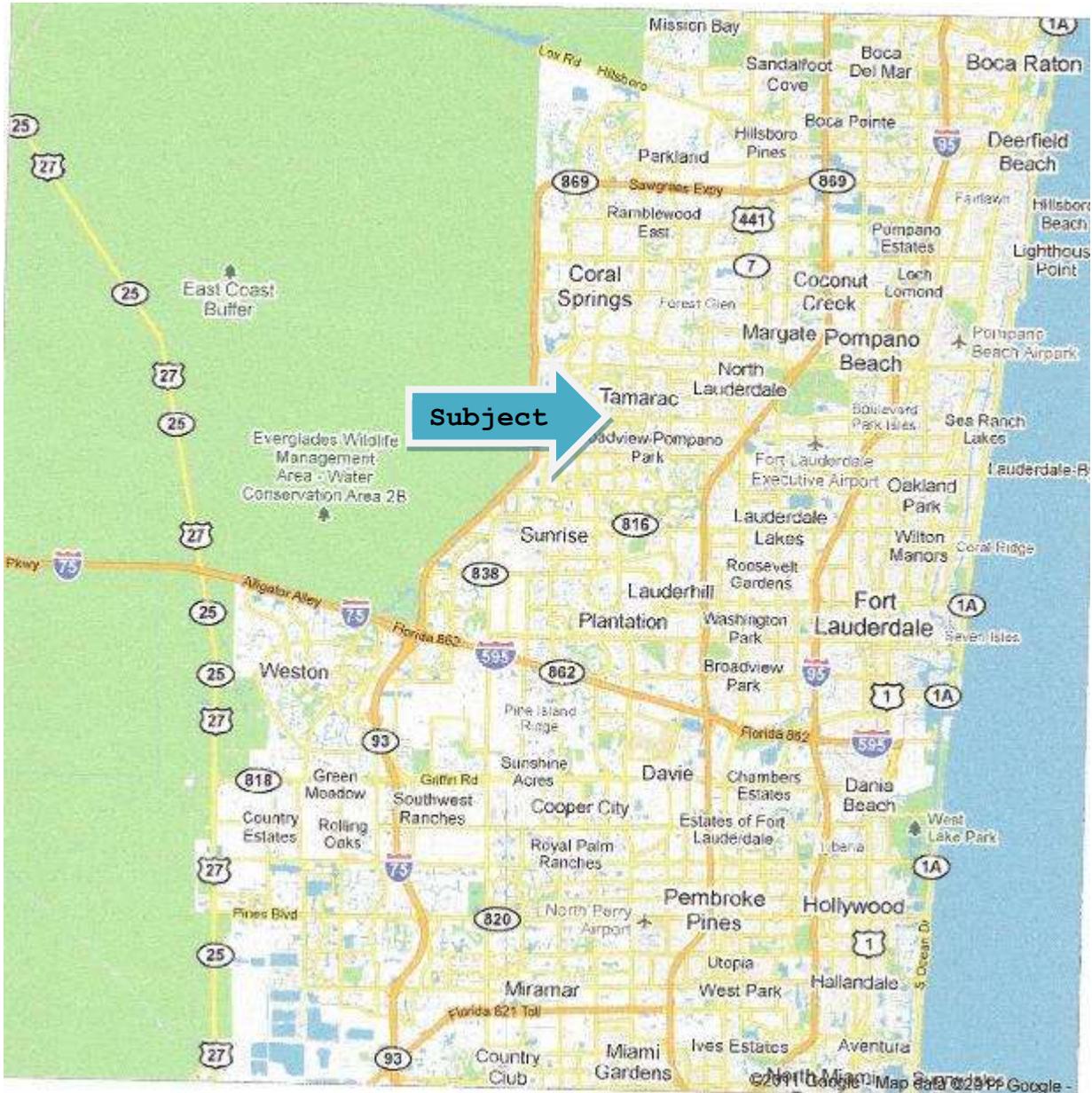
FOLIO NUMBER:	49-41-09-04-0120
ASSESSED VALUE	(2020)
Land	\$380,900
Building	<u>\$0</u>
Total	\$380,900

SOH Assessment	\$298,130
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Real Estate Taxes	\$0
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The site is currently exempt from real estate taxes under the municipal ownership and will become taxable under private ownership with the assessment reflecting the sale price.

AREA MAP



NEIGHBORHOOD DESCRIPTION

The neighborhood is located within the city limits of Tamarac. Generally, the neighborhood boundaries are considered to be Southgate Boulevard to the north, Commercial Boulevard to the south, Northwest 88th Avenue (Pine Island Road) to the east and the Sawgrass Expressway to the west. Nob Hill Road, Pine Island Road and University Drive provide access to the neighborhood from the north and south. Access from the east and west is via Southgate Boulevard, McNab Road and Commercial Boulevard. Commercial Boulevard has an interchange with Interstate 95, the Florida Turnpike, and the Sawgrass Expressway. The Sawgrass Expressway provides access from Commercial Boulevard North to Coral Springs and makes a turn eastward ending at the Florida Turnpike and then the expressway turns into SW 10th Street beyond the Florida Turnpike. Access is considered good.

The neighborhood is primarily improved with a mixture of single-family residential, multifamily residential, commercial, and industrial-including University Hospital, Tamarac Commerce Park, as well as several public improvements including the City's Town Hall, Parks, Library, and the Tamarac Community Center. The single-family residential uses are primarily in the interior portions of the neighborhood with Kings Point a large retirement community consisting of various multi-family developments. The commercial uses are primarily located on the major roadways including Commercial Boulevard, Pine Island Road, University Drive, McNab Road and Nob Hill Road. The industrial uses are primarily located near the Sawgrass Expressway and within Tamarac Commerce Park including an Infiniti Auto Dealership and the City Furniture Distribution and Showroom. This is one of the more recent commerce parks developed in all of Broward County. The majority of the neighborhood has been developed with some vacant residential or commercial parcels within the neighborhood available for development. Commercial uses include freestanding retail stores, offices and restaurants and several smaller strip centers.

In summary, the neighborhood contains a good mixture of compatible uses with some industrial, commercial, residential, public and transportation uses. Access to the neighborhood is good. The long-term outlook for the market in this area is for values to remain stable. Overall, the subject neighborhood would be rated as stable after the downturn of the market in early 2007. The local, state, and national economy has been negatively impacted by the Covid-19 Pandemic, with housing remaining strong due to the influx of new residents from the northern part of the country. As noted in the appraisal assumptions later in this report, the full impact of the Pandemic is still being monitored but overall, it appears that any impact may be short term in nature as the increase in population will relate to increased commercial demand. The highest and best use for mixed use development allows for new developments to utilize the property to meet the demand for new housing in South Florida.

NEIGHBORHOOD MAP



DEFINITION OF HIGHEST AND BEST USE

That reasonable and probable use that will support the highest and present value, as defined, as of the effective date of the appraisal. Alternatively, that use, from among reasonable, probable, and legal alternative uses, found to be physically possible, appropriately supported, financially feasible and which results in the highest land value. Implied within this definition is recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization of individual owners.

Also implied is that the determination of the highest and best use results from the appraiser's judgment and analytical skill, i.e., that the use determined from the analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon which value is based. In the context of probable selling price (Market Value), another appropriate term to reflect highest and best use would be "most probable use". In the context of investment value, an alternative term would be "most profitable use".

HIGHEST AND BEST USE

The size and dimensions of the subject property are small for many types of development and may limit the demand of this parcel. The subject is zoned MU-G, Mixed Use-General by the City of Tamarac. According to the Land Development Code, the MU-G district is intended to “encourage the creation of community-serving mixed commercial and residential development on a higher scale than is appropriate for the MU-N or MU-C Districts. The district is intended for use at important nodes in the City on larger sites. The district is intended to include commercial, institutional, recreational, and service facilities needed to support surrounding neighborhoods and the community at-large. Medium to higher density housing should be encouraged within or located around this district.” The property can physically be developed with commercial, residential, or industrial uses.

The surrounding properties include a hotel, vacant land, and commercial uses. The assemblage of this site with the adjoining lot would be beneficial to maximizing the development potential of the site. The financially feasible use would be for a mixed-use development as allowed under the more liberal zoning classification.

CONCLUSION-VACANT LAND

Based on the four criteria for the estimation of the highest and best use, it is our opinion that the subject property would have a highest and best use, as vacant for future development with a commercially oriented mixed-use development allowed under the current zoning and land use.

HIGHEST AND BEST USE IMPROVED

The subject is vacant land and the highest and best as improved is not applicable.

APPRAISAL PROCESS

In order to arrive at the market value for the property, special attention must be given to the typical purchaser who might have an interest in a particular property. Market Value is the most probable sales price, which a property will bring, and this price depends upon the typical purchaser's reaction to the various supply and demand factors that affect the market value.

The Appraisal Process is basically an economic analysis consisting of a review of the factors that affect market value. There are three approaches to value to be considered in any appraisal, The Cost, Income and Market Approaches. The highest and best use of the site is for future commercial development and a land appraisal was considered applicable.

As a result of our review of the market for this type of property (vacant land), the Cost and Income Approaches to Value have not been considered in our analysis. Therefore, the Market Approach to Value will be considered as the most applicable method of valuation for the subject property as vacant land. On the following pages, we will submit the comparable sales considered in our analysis followed by a sales table, map, analysis, and value conclusion.

ESTIMATE OF LAND VALUE

The land value is estimated by the Sales Comparison Approach. This approach is often referred to as the Direct Comparison Approach because the comparison procedure is its basic technique.

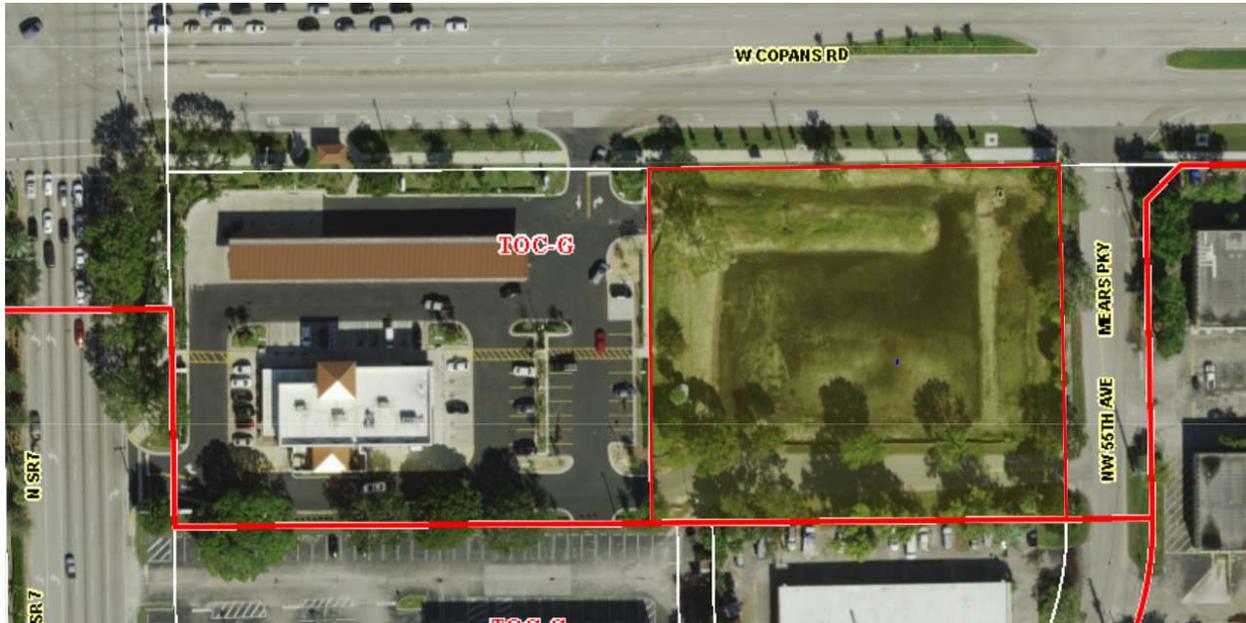
The Sales Comparison Approach requires careful selection of sale properties to ensure that they are relatively similar to the subject. No two properties are exactly alike. Therefore, a comparison between the subject and the sales must be considered in arriving at an indication of value for the subject.

We have reviewed vacant land sales located in the surrounding area and throughout Broward County which were deemed to have similar highest and best use as the subject land. Careful consideration was given to sales with a similar highest and best use for commercial and or mixed-use development. We have utilized a unit sale price per square foot of land area as the unit of measurement in this appraisal. This is the typical units of comparison in the marketplace. The subject land area is 29,300 square feet.

The following sales are deemed physically and economically comparable to the subject vacant land. An analysis sheet for each sale is included in the report.

The normal items of comparison are discussed following the presentation of the sales data. We will submit the comparable sales considered in our analysis followed by a sales table, map, analysis, and value conclusion for the subject vacant land.

COMPARABLE VACANT LAND SALE NUMBER 1 - DATA SHEET



RECORDING DATA: County: Broward
Instrument No.: 116044454
Folio No.: 48-42-30-05-0020

LOCATION OF SALE: SWC of Copans Road and NW 55th Avenue
Margate, Florida

GRANTOR: TVC Margate Co., LLC

GRANTEE: Culvers of Margate, LLC

LEGAL DESCRIPTION: A portion of Tract "A" of Margate District Headquarters Plat, according to the plat thereof as recorded in Plat Book 88, Page 14 of the Public Records of Broward County, Florida

DATE OF SALE: September 5, 2019

SIZE: 72,993 square feet

CONSIDERATION: \$1,325,000

FINANCING: Cash to Seller

COMPARABLE VACANT LAND SALE NUMBER 1 (CONTINUED)

SALE PRICE PER SQ FT: \$18.15 per square foot

TYPE OF INSTRUMENT: Special Warranty Deed

ZONING: TOC-G, Transit Oriented Corridor-General, by the City of Margate

PRESENT USE: Vacant land

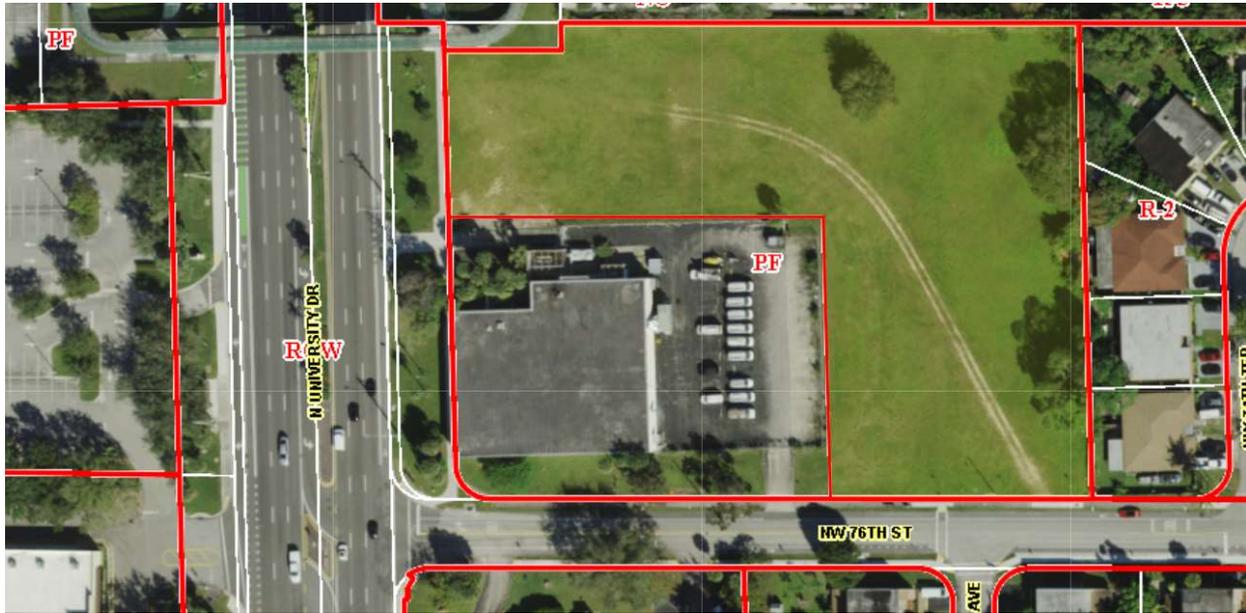
CONDITIONS OF SALE: Arm's-length

ENCUMBRANCES: Restrictions, covenants, limitations, and easement of record. No apparent effect on sale price.

VARIOUS ON-SITE UTILITIES: All utilities available to the site

COMMENTS: Located adjacent to WAWA gas and convenience store

COMPARABLE VACANT LAND SALE NUMBER 2 - DATA SHEET



RECORDING DATA:

County: Broward
Instrument No.: 115805285
Folio No.: 49-41-03-23-0030

LOCATION OF SALE:

NEQ of University Drive and NW 76th Street,
Tamarac, Florida

GRANTOR:

Tamarac Real Estate, LLC

GRANTEE:

Serena Properties Pembroke Pines Place, LLC

LEGAL DESCRIPTION:

Portion of Tract A of Southern Bell-Tamarac Plat,
according to the plat thereof as recorded in Plat Book
89, Page 39 of the Public Records of Broward
County, Florida

DATE OF SALE:

May 9, 2019

SIZE:

101,378 square feet

CONSIDERATION:

\$1,460,000

FINANCING:

Cash to Seller

COMPARABLE VACANT LAND SALE NUMBER 2 (CONTINUED)

SALE PRICE PER SQ FT: \$14.40 per square foot

TYPE OF INSTRUMENT: Special Warranty Deed

ZONING: BO, Business Park, City of Tamarac

PRESENT USE: Vacant land

CONDITIONS OF SALE: Arm's-length

ENCUMBRANCES: Restrictions, covenants, limitations, and easement of record. No apparent effect on sale price.

VARIOUS ON-SITE UTILITIES: All utilities available to the site

COMMENTS: "L" shaped parcel purchased for development with an adult retirement facility

COMPARABLE VACANT LAND SALE NUMBER 3 - DATA SHEET



RECORDING DATA:	County: Broward Instrument No.: 116310298 Folio No.: 49-41-15-14-0110
LOCATION OF SALE:	7040 West Commercial Boulevard, Lauderhill, Florida
GRANTOR:	DTRT Management Group, LLC
GRANTEE:	GI of Commercial, LLC
LEGAL DESCRIPTION:	Lot 11 of Commercial Boulevard Shoppes No. 2, according to the Plat thereof as recorded in Plat Book 107, Page 43 of the Public Records of Broward County, Florida.
DATE OF SALE:	January 24, 2000
SIZE:	28,999 square feet
CONSIDERATION:	\$475,000

COMPARABLE VACANT LAND SALE NUMBER 3 (CONTINUED)

FINANCING:	Cash to Seller
SALE PRICE PER SQ FT:	\$16.38 per square foot
TYPE OF INSTRUMENT:	Special Warranty Deed
ZONING:	CG Commercial General by City of Lauderhill
PRESENT USE:	Vacant land
CONDITIONS OF SALE:	Arm's-length
ENCUMBRANCES:	Restrictions, covenants, limitations, and easement of record. No apparent effect on sale price.
VARIOUS ON-SITE UTILITIES:	All utilities available to the site
COMMENTS:	Similar width and depth as the subject property

COMPARABLE VACANT LAND SALE NUMBER 4 - DATA SHEET



RECORDING DATA:	County: Broward Instrument No.: 116176887 Folio No.: 49-42-06-20-1030
LOCATION OF SALE:	850 S. State Road 7 Margate, Florida
GRANTOR:	Florida Conference Assn of 7 th Day Adventists
GRANTEE:	Iglesia de Dios Ministerario De Jesuscristo Internacional, Inc.
LEGAL DESCRIPTION:	North 250 feet of Parcel B of Heritage Pines Plat, according to the plat thereof, as recorded in Plat Book 99, at Page 10 of the Public Records of Broward County, Florida.
DATE OF SALE:	November 12, 2019
SIZE:	78,751 square feet
CONSIDERATION:	\$1,650,000

COMPARABLE VACANT LAND SALE NUMBER 4 (CONTINUED)

FINANCING: Cash to Seller

SALE PRICE PER SQ FT: \$20.96 per square foot

TYPE OF INSTRUMENT: Special Warranty Deed

ZONING: TOC-C, Tourist Oriented Corridor Commercial,
Margate, Florida

PRESENT USE: Vacant land

CONDITIONS OF SALE: Arm's-length

ENCUMBRANCES: Restrictions, covenants, limitations, and easement of
record. No apparent effect on sale price.

VARIOUS ON-SITE
UTILITIES: All utilities available to the site

COMMENTS: Sale between two religious' organizations.

COMPARABLE VACANT LAND SALE NUMBER 5 - DATA SHEET



RECORDING DATA:

County: Broward
Instrument No.: Under Contract
Folio No.: 49-41-03-02-0080 & -0090

LOCATION OF SALE:

7001 W McNab Road
Tamarac, Florida

GRANTOR:

6980 West McNab, LLC

GRANTEE:

Unknown-Under Contract

LEGAL DESCRIPTION:

Lots 8 and 9 Block V of McNab Commercial Sub. No. 1, according to the plat thereof, as recorded in Plat Book 71, at Page 13 of the Public Records of Broward County, Florida.

DATE OF SALE:

February 2021 Contract

SIZE:

56,873 square feet

CONSIDERATION:

\$1,400,000-Asking Price

COMPARABLE VACANT LAND SALE NUMBER 5 (CONTINUED)

FINANCING: Cash to Seller

SALE PRICE PER SQ FT: \$24.62 per square foot-Asking Price

TYPE OF INSTRUMENT: Special Warranty Deed

ZONING: MU-N Mixed-Use Neighborhood, Tamarac

PRESENT USE: Vacant land

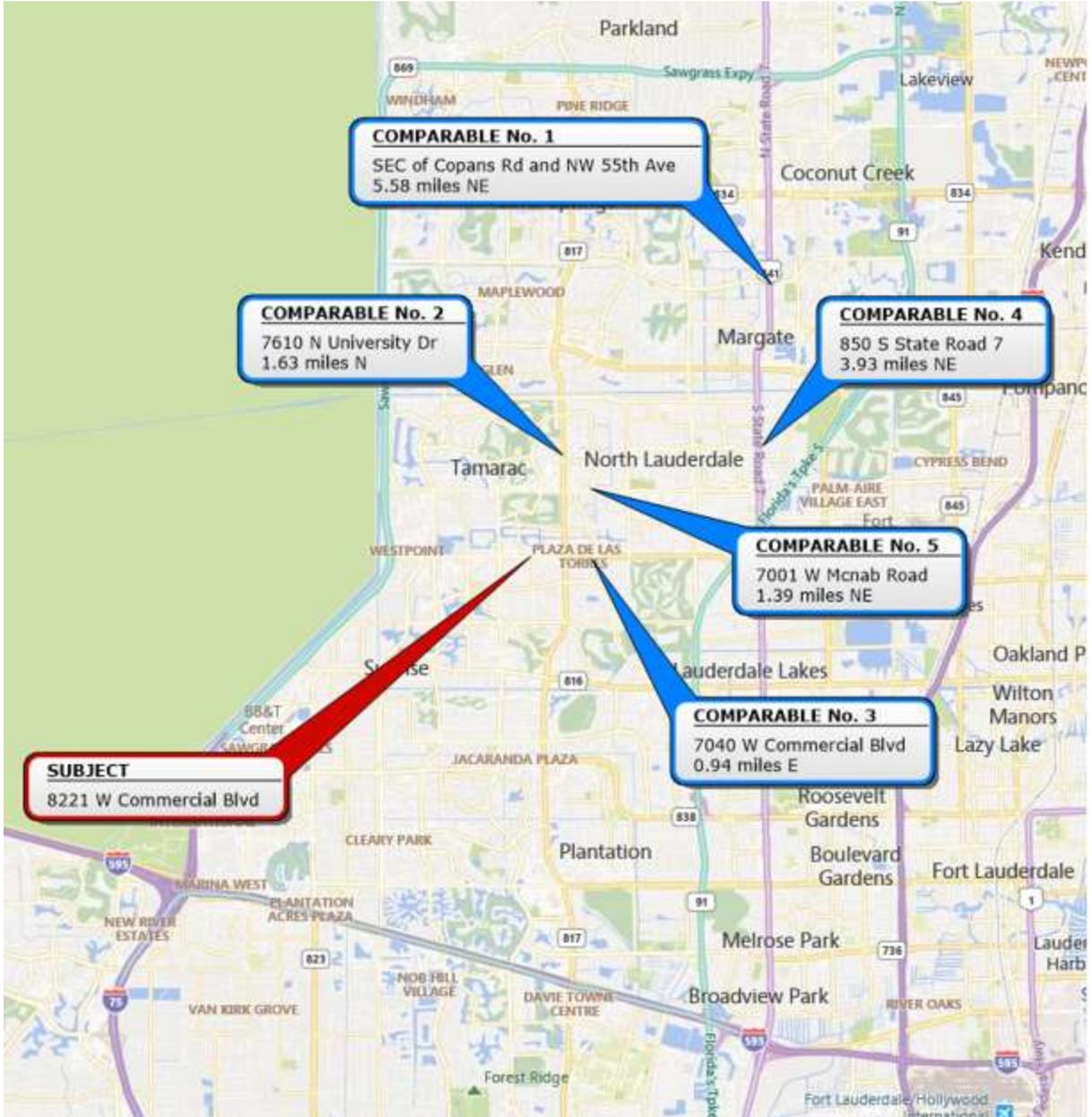
CONDITIONS OF SALE: Arm's-length

ENCUMBRANCES: Restrictions, covenants, limitations, and easement of record. No apparent effect on sale price.

VARIOUS ON-SITE UTILITIES: All utilities available to the site

COMMENTS: Reportedly under contract with listing price at \$1,400,000. Sold for \$860,000 or \$15.12 in August of 2018.

COMPARABLE VACANT LAND SALES LOCATION MAP



COMPARABLE VACANT SALES TABLE

	DATE OF SALE	SALE PRICE	LOCATION	LAND SIZE (SF)	PRICE/SF OF LAND	ZONING
1	9/5/2019	\$1,325,000	SWC of Copans Road and NW 55 th Avenue Margate	72,993	\$18.15	TOC-G
2	5/9/2019	\$1,460,000	NEQ University Drive and NW 76 th Street, Tamarac	101,378	\$14.40	BP
3	1/24/2020	\$475,000	7040 W. Commercial Boulevard, Lauderhill	28,999	\$16.38	CG
4	11/12/2019	\$1,650,000	850 S. State Road 7 Margate	78,751	\$20.96	TOC-C
5	Current Contract	\$1,400,000	7001 W McNab Road Tamarac	56,873	\$24.62	MU-N
		SUBJECT	Commercial Boulevard Tamarac	29,300		MU-G

MARKET DATA ANALYSIS

Overall, the sale properties range in size from 28,999 square feet of land area to 101,378 square feet of land area. Although the subject property is smaller than most of the sales, these sales were considered most similar of all the sales reviewed. There are few small commercial land sales in the marketplace due in part to the built-up nature of the county. The sales indicated a unit sale price range from \$14.40 per square foot of land area to \$24.62 per square foot of land area for a property under contract. The primary differences with the sales are size, zoning, date of sale and locations.

Conditions of Sales

All of the comparable sales utilized in direct comparison were arm's-length transactions. Thus, no adjustment for conditions of sales is indicated. Sale 5 is a current contract, and the sale price was not reported to us, so some downward adjustment for that was considered applicable as our review of other commercial sales indicate a reduction in the sale price from the asking prices.

Property Rights Conveyed

The property rights appraised for the subject are fee simple. The property rights conveyed for the sales utilized in direct comparison are fee simple with existing easements of record. Thus, no adjustment for property rights is indicated.

Financing

Vacant land of this type is generally acquired for cash with institutional financing. Often times, the financing is obtained in the form of an acquisition and development loan. However, it is not uncommon for the seller to provide short term financing. All of the sales presented for direct comparison were acquired for cash or with market-based financing. Therefore, no adjustment for financing is indicated.

Market Conditions

We have analyzed numerous sales in the subject area in the time period from roughly 2018 to the present. All of the subject sales occurred within the past 21 months of the date of value and were considered to be applicable. Due in part to the Pandemic, there were limited sales that occurred in 2020 for commercial sites in the northwest Broward County area that were considered similar. The sales sold in similar market conditions and within a more recent time frame. We will consider the actual sale dates in our final analysis, but no adjustment was warranted with the exception of the previously discussed negative adjustment for Sale 5.

SALES COMPARISON APPROACH – LAND (CONT.)

Location

Locational characteristics deemed significant for this type of land includes access, surrounding demographics, surrounding properties, supply of competitive land, etc.

The subject is located on the North side of Commercial Boulevard in western Tamarac. Access and frontage to the property will be from a driveway on the North side of Commercial Boulevard and the south side of NW 57th Street. The subject is located in a less intensive commercial district with several other vacant land sites available at this location. Sales 1 and 4 are located in Margate with Sale 4, an interior site on State Road 7 and Sale 1 located on Copans Road at a corner location, just east of State Road 7. Sales 2 and 5 were both located in Tamarac with Sale 5 being a corner location on McNab Road, east of University Drive and Sale 2 having access and frontage on University Drive and NW 76th Street. Sale 3 is located further east on Commercial Boulevard and is located on the south side of Commercial as an interior site in the City of Lauderhill.

Although some differences were noted in our review, no adjustment for location was derived from our review of the sales data.

Platting/Concurrency

The subject is platted as are each of the comparable sales; therefore, no adjustment is warranted for this factor.

Size

The subject land area is estimated at 29,300 square feet of land area. Sale 2 is the largest site considered with 101,378 square feet of land area. Sale 3 is the smallest site at 28,999 square feet and these two sales reflect the two lowest unit sale prices. This is due to other factors and was not the basis for a size adjustment. The larger sites have superior development potential as the larger sizes allow for a more intense development. Sale 3 is almost identical in width and depth and was considered most applicable from a size standpoint. Typical commercial developments are in the one acre to two-acre size range, similar to the sales reviewed. Historically, smaller sites have indicated a higher unit sale price, however that is not always the case as zoning restrictions such as setback, green space, etc. make some smaller sites more expensive to develop. The size differentials will be considered in our final analysis.

SALES COMPARISON APPROACH – LAND (CONT.)

Zoning

The subject is zoned MU-G, Mixed Use-General by the City of Tamarac. Sale 5 is located in a Mixed-Use zoning classification in the City of Tamarac with Sales 1 and 4 located within a special Tourist Oriented Corridor zoning classification that allows for similar mixed-use developments. Sale 2 was considered to be an inferior zoning classification and was considered inferior overall. Sale 3 with a CG commercial zoning was also considered inferior as the development of this site would not allow for a mixed-use development.

FINAL CONCLUSION OF VALUE- SALES COMPARISON APPROACH- LAND

Based upon our review of the sales data, it is our opinion that these land sales are most comparable and indicative of the land value of the subject property. We have considered various factors in our analysis. Based upon the factors discussed, it is our opinion that a unit price in the range of the more similar sales would be applicable.

We have considered five comparable sales which range in price per square foot of land area from \$14.40 to \$24.62 asking price. Sale 3 is considered inferior overall in consideration of the zoning, although most similar in size and location. Sale 2 sets the lower limit of the market value at \$14.40 per square foot of land area due to its inferior zoning. Sale 5 was given the least amount of weight since this is based on the asking price only. This property was considered similar in zoning with a superior corner location and a larger size. Sales 1 and 4 were the next closest in size and indicated a range in values from a low of \$18.15 to \$20.96 with the higher unit sale price having a State Road 7 location. Considering the subject location, size and access and the potential for future development of the property, we are of the opinion that a market value conclusion within the range of Sales 1, 3 and 4 (\$16.38 to \$20.96) would be applicable. Based on our overall review, it is our opinion that a unit sale price for the subject land would be at \$18.00 per square foot of land area. This indicates the following valuation for the subject 0.673-acre tract of land as part of the whole property.

SUBJECT LAND

29,300 SF X \$18.00 per SF = \$527,400
SAY \$525,000

RECONCILIATION

We have considered the Sales Comparison, Cost, and Income Approaches to value in this assignment. The Cost and Income Approaches were not considered applicable due to our review of the motivations of the buyers for this type of property. Based upon the quantity and quality of the market data, i.e., the comparable sales, it is our opinion that the Sales Comparison Approach to Value is the most reliable indicator of the value of the subject land. The use of the Sales Comparison Approach to Value allowed us the opportunity to review the value of the property considering the unit sale price per square foot of land area. Considering the subject and surrounding uses, the review of the unit sale price and overall sale prices of the comparable sales were considered most applicable and the sales considered, in our opinion, reflect the market value of the subject land as a standalone parcel.

The Sales Comparison Approach for the land was considered the most applicable method of valuation for the subject land and that indicated a market value of \$525,000 for the 29,300-square foot site or \$18.00 per square foot of land area.

Based upon review of the market data and our analysis, it is our opinion that the market value of the subject property (land only) based on our estimation of the highest and best use of the property as indicated in this report, as of February 8, 2021, is:

MARKET VALUE OF SUBJECT PROPERTY

**FIVE HUNDRED TWENTY-FIVE THOUSAND DOLLARS
(\$525,000)**

ASSUMPTIONS AND LIMITING CONDITIONS

The legal description furnished to the appraiser is assumed to be correct.

All existing liens and encumbrances have been considered; however, the property is appraised as though free and clear, under responsible ownership and competent management.

The information identified in this report as being furnished to the appraiser by others is believed to be reliable; however, the appraiser assumes no responsibility for its accuracy.

It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

The distribution, if any, of the total valuation in this report between land and any improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

Possession of this report, or copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualifications and only in its entirety.

Disclosure of the contents of this appraisal is governed by the Bylaws and regulations of the American Society of Appraisers.

The appraiser herein by reason of the appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in questions unless arrangements have been previously made.

Neither all, nor part of the contents of this report, especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected, shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

We assume that the site size is accurate subject to a formal survey.

ASSUMPTIONS AND LIMITING CONDITIONS (Continued)

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on, or in the property. The appraiser is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

In light of the COVID-19 pandemic impacting the country as of the date of this valuation, we are qualifying this appraisal to state that there is insufficient empirical market data as of yet to definitively measure what impact, if any, this pandemic has on the subject property's value and marketability. As financial markets struggle to quantify the events that are still unfolding, we believe it is premature to draw strong inferences about the economy and its impact on real estate values at this time due to lack of supporting data.

Many market participants understandably report that they are unable to assess risk at this early stage of the pandemic. While as of the effective date of this report the industry's most directly impacted are the tourism and retail sectors, a prolonged outbreak could have a significant (and yet unknown or quantifiable) impact on other market sectors as well. Given the heightened uncertainty, a degree of caution should be exercised when relying upon our valuation.

Real estate appraisals rely on historic and current market data. Based on unemployment rates on other economic metrics, economic conditions declined relative to the pre-pandemic time period. Based on economic conditions as of the date of the appraisal, it appears some sectors of the real estate market will be more impacted than others. The State of Florida has been very proactive in limiting the shutdowns and the economy has rebounded in Florida faster than many other areas of the country.

The retail and office sectors are the most impacted while it appears industrial has seen the least impact. We believe there will always be a demand for housing in Florida with a daily influx of new residents from northern states.

Value, marketing times, vacancy rates, cap rates and income streams may change more rapidly and significantly than during standard market conditions, however based on the type of property, we do not foresee any negative impacts on the property currently.

CERTIFICATION

I certify that, to the best of our knowledge and belief:

- ___ The statements of fact contained in this report are true and correct.

- ___ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, unbiased professional analyses, opinions, and conclusions.

- ___ I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

- ___ My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimated, the attainment of a stipulated result, or the occurrence of a subsequent event.

- ___ My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice of The American Society of Appraisers and The Appraisal Foundation.

- ___ No one provided professional assistance to the undersigned appraiser with research and market data as part of this appraisal report.

- ___ I have conducted an inspection of the property that is the subject of this report. I have not performed any services regarding the subject property within the three-year period immediately preceding acceptance of this assignment as an appraiser or in any other capacity.

- ___ My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice.

- ___ I have met or exceeded the minimum prescribed educational requirements for Recertification as an Accredited Senior Appraiser (ASA) of the American Society of Appraisers.



Robert D. Miller, ASA
State Certified General R.E. Appraiser No. RZ1270

ADDENDUM

SUBJECT PHOTOGRAPHS



View looking northerly from Commercial Boulevard



Street view looking easterly along Commercial Boulevard



View looking easterly from Commercial Boulevard



View looking westerly along NW 57th Street



Street View looking easterly along NW 57th Street at entrance to site

MOST RECENT DEED

CEN # 109804160, OR BK 47642 Page 1964, Page 1 of 3, Recorded 01/10/2011 at 10:32 AM, Broward County Commission, Doc. D \$1050.00 Deputy Clerk 3405

Prepared by and return to:

Erik Wisnolowski, Esq.
Wisnolowski Carlson, P.A.
848 Brickell Avenue Suite 300
Miami, FL 33131

File Number: 109 7011a
Will Call No.:

(Space Above This Line For Recording Data)

Warranty Deed

This Warranty Deed made this 30th day of November, 2010 between ELF LLC, a Florida limited liability company whose post office address is 231 SW 65th Avenue, Hollywood, FL 33023, grantor, and City of Tamarac, a Florida Municipality Corporation, a Florida municipality whose post office address is 8261 W. Commercial Boulevard, Fort Lauderdale, FL 33351, grantee;

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of said individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NOBHO DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida to-wit:

Lot 3, Less the South 7 Feet thereof, Block 7, of LYONS COMMERCIAL SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 69, Page 43, of the Public Records Broward County, Florida.

Parcel Identification Number: 49-4109-04-0120

Together with all the covenants, encumbrances and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whatsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2009.

In Witness Whereof, grantor has hereunto set grantor's hand and seal this day and year first above written.

DoubleTime

3

Signed, sealed and delivered in our presence:

Witness Name: Terecita Somonte
Witness Name: [Signature]

Witness Name: _____

Witness Name: _____

ELF LLC

By: _____
Carlos Friss, as Manager

By: [Signature]
Christine M. Friss, as Manager

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 30th day of November, 2010 by Christine M. Friss as manager of ELF LLC, on behalf of the corporation. They are personally known to me or have produced a driver's license as identification.

[Notary Seal]



[Signature]
Notary Public
Printed Name: Terecita Somonte
My Commission Expires: 11/15/2013

Signed, sealed and delivered in our presence:


Witness Name: Carlos P. Fris

Carleen Sanchez
Witness Name: CARLEEN SANCHEZ

Witness Name: _____

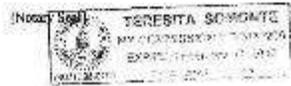
Witness Name: _____

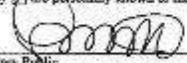
ELF LLC
By: 
Carlos Fris, as Manager

By: _____
Christine M. Fris, as Manager

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 30th day of November, 2010 by Carlos Fris, as Manager and Christine M. Fris of ELF LLC, on behalf of the corporation. They are personally known to me or have produced a driver's license as identification.




Notary Public
Printed Name: Teresita Somonte
My Commission Expires: 11/22/2012

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 30th day of November, 2010 by Christine M. Fris, who is personally known or has produced a driver's license as identification.

[Notary Seal]

Notary Public
Printed Name: _____
My Commission Expires: _____

QUALIFICATIONS OF APPRAISER

ROBERT D. MILLER, ASA

EDUCATION:

Appraisal Institute Courses

SSP Standards of Professional Practice
I-A Fundamentals of Real Estate Appraisal
I-B Capitalization Theory and Techniques
8 Appraising a Single-Family Residence
Case Studies in Real Estate Valuation

Report Writing
Business Valuation Seminar

Litigation Valuation

Other Appraisal Courses

Mass Appraisal of Residential Properties
Florida State Law and USPAP
Factory Built Housing
Automated Valuation Models

PROFESSIONAL AFFILIATION:

Senior Member of American Society of Appraisers-
South Florida Chapter No. 82 – Accredited Senior Appraiser (ASA) Real
Property Urban

LICENSED:

Certified General Real Estate Appraiser RZ#1270- State of Florida

EXPERIENCE:

Vice President-The Urban Group, Inc.

1995-Present Real Estate Appraiser- Owner Appraisal Firm
1993-Present

1978-1993 Real Property Analysts, Inc., Fort Lauderdale,
Florida, Executive Vice President

1987 Involved in United States Senate Study Right-of-Way
Acquisition Procedures

QUALIFIED AS EXPERT WITNESS FOR:

Condemnation proceeding in Lake, Kankakee, Cook and DuPage Counties,
Illinois and Broward, Dade, Monroe, Palm Beach and Duval Counties, Florida.
Testified in Bankruptcy Court in Florida and Texas and Federal Court in Miami,
Florida

HAS COMPLETED:

Appraisal Assignments

Commercial, vacant, and improved
Condemnation projects
Industrial, vacant, and improved
Multi-family residential,
Mobile Home Parks
Office, vacant and improved
Special purpose properties

Counseling

Acquisition projects
Income tax analysis
Investment analysis
Tax assessments
ROW Cost Analysis
Special assessments
Review Services

VARIOUS CLIENTS OVER THE PAST TEN YEARS

GOVERNMENT

BROWARD COUNTY
BROWARD COUNTY SCHOOL BOARD
CHARLOTTE COUNTY
CITY OF CORAL SPRINGS
CITY OF DELRAY BEACH
CITY OF FORT LAUDERDALE
CITY OF FORT MYERS
CITY OF HALLANDALE BEACH
CITY OF HOLLYWOOD
CITY OF LAUDERDALE LAKES
CITY OF OAKLAND PARK
CITY OF KEY WEST
CITY OF MIAMI SPRINGS
CITY OF POMPANO BEACH
CITY OF RIVIERA BEACH
CITY OF SUNRISE
CITY OF TAMARAC
FEDERAL AVIATION ADMINISTRATION
FLORIDA DEPARTMENT OF TRANSPORTATION
LEE COUNTY
PALM BEACH COUNTY
PALM BEACH COUNTY SCHOOL BOARD
SMALL BUSINESS ADMINISTRATION
SOUTH FLORIDA WATER MANAGEMENT
TOWN OF DAVIE
US DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

PRIVATE

ALTMAN DEVELOPMENT CORPORATION
BELLSOUTH MOBILITY
CLEAR CHANNEL OUTDOOR
CLEVELAND CLINIC
LENNAR HOMES
THE TAUBMAN COMPANY
SBA TOWERS INC.
UNITED HOMES
WAL-MART CORPORATION

ATTORNEY

AKERMAN-SENERFITT
ARNSTEIN & LEHR
BECKER & POLIAKOPF
BRIGHAM-MOORE
COKER AND FEINER
BRIAN PATCHEN PA
HOLLAND & KNIGHT
RUDEN MCCLOSKEY
TEW CARDENAS
VANCE DONEY & MACGIBBON
GOREN CHEROF DOODY & EZROL PA
WEISS-SEROTA-HELFMAN

A P P R A I S A L R E P O R T

**VACANT LAND
8251 WEST COMMERCIAL BOULEVARD
TAMARAC, FL 33351**

by

**Vance Real Estate Service
7481 Northwest Fourth Street
Plantation, Florida 33317-2204**

for

**City of Tamarac, FL
Attention: Ms. Christine Cajuste, CPA, MBA
Director of Financial Services
7525 NW 88 Avenue
Tamarac, Florida 33321**

February 10, 2021



February 10, 2021
City of Tamarac, FL
Attn.: Ms. Christine Cajuste, CPA, MBA
Director of Financial Services
7525 NW 88 Avenue
Tamarac, FL 33351

Re: Appraisal of Vacant Land, 8251 W Commercial Blvd, Tamarac, Florida 33351
(*Legal Description is in the Report.*)

Dear Ms. Cajuste:

In fulfillment of our agreement, we transmit our appraisal report, in which we develop an opinion of market value for the fee simple estate in the referenced real property as of February 10, 2021. The report sets forth the value conclusion, along with data and reasoning supporting the opinion.

This report was prepared for and our professional fee billed to the City of Tamarac. Our analyses have been prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP 2020 - 2021). This report is for exclusive use of the client for possible sale of the property.

Jesse B. Vance, Jr. and Claudia Vance visited the property. If you have questions or further needs, please contact the undersigned.

As a result of our analyses, we have developed the following opinion of the market value, subject to definitions, certifications, and limiting conditions set forth in the attached report.

FIVE HUNDRED NINETY THOUSAND DOLLARS
\$590,000

(THIS LETTER MUST REMAIN ATTACHED TO THE REPORT WITH SIXTY-NINE (69) NUMBERED PAGES FOR THE VALUE OPINION SET FORTH TO BE CONSIDERED VALID.)

Respectfully submitted,

A handwritten signature in cursive script that reads "Jesse B. Vance, Jr.".

Jesse B. Vance, Jr., MAI, SRA, ASA, MBA
State-Certified General Real Estate Appraiser #RZ-85

A handwritten signature in cursive script that reads "Claudia Vance".

Claudia Vance, MAI
State-Certified General Real Estate Appraiser #RZ-173

MBA in Real Estate Development & Management

7481 Northwest 4th Street, Plantation, FL 33317-2204 954/583-2116

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INTRODUCTION



Looking North @ Appraised Property



Looking East on Commercial Boulevard



Looking West on Commercial Boulevard



Joint Access with the Property on the Right (East)



Appraised Property Looking South

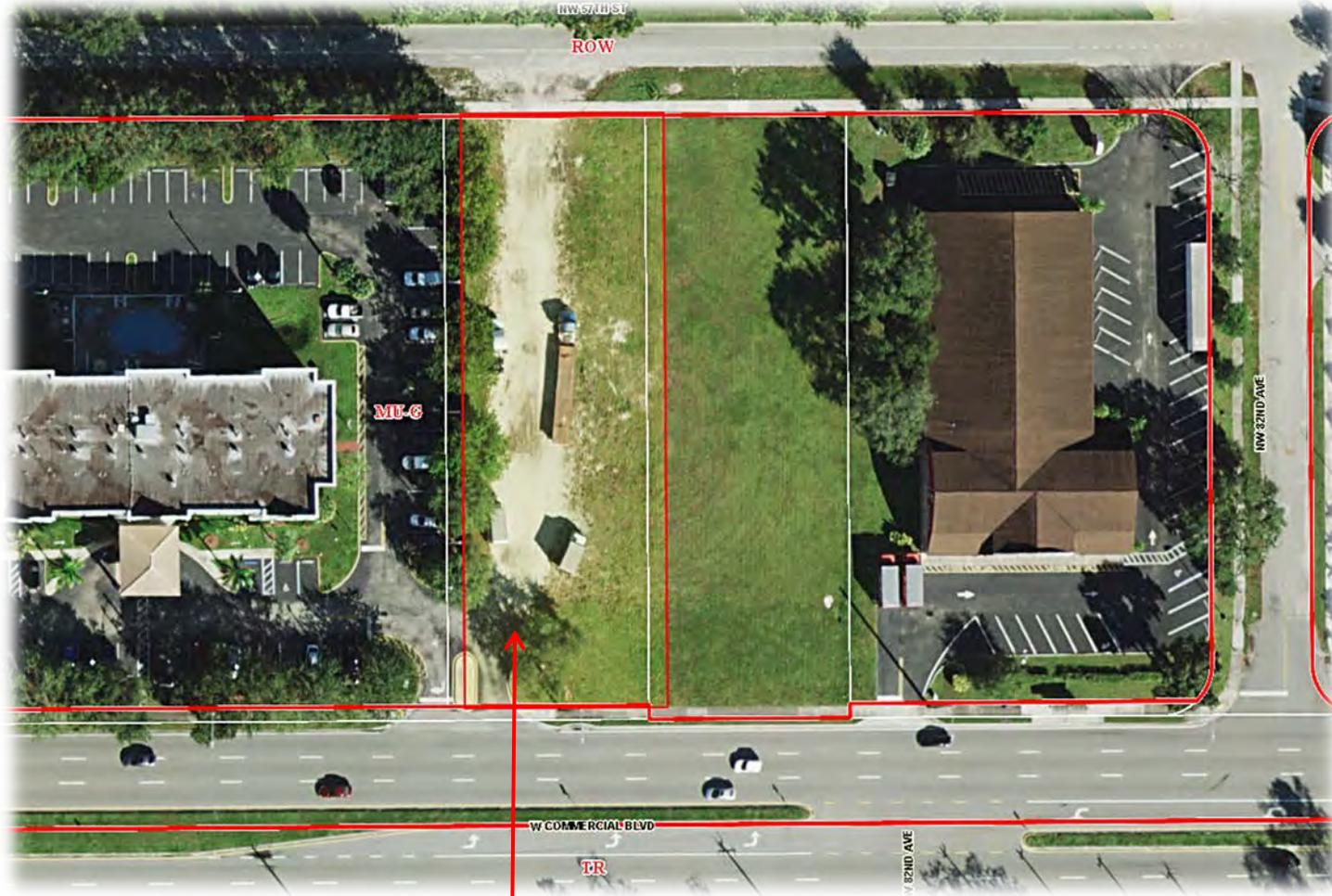


NW 57th Street Looking West

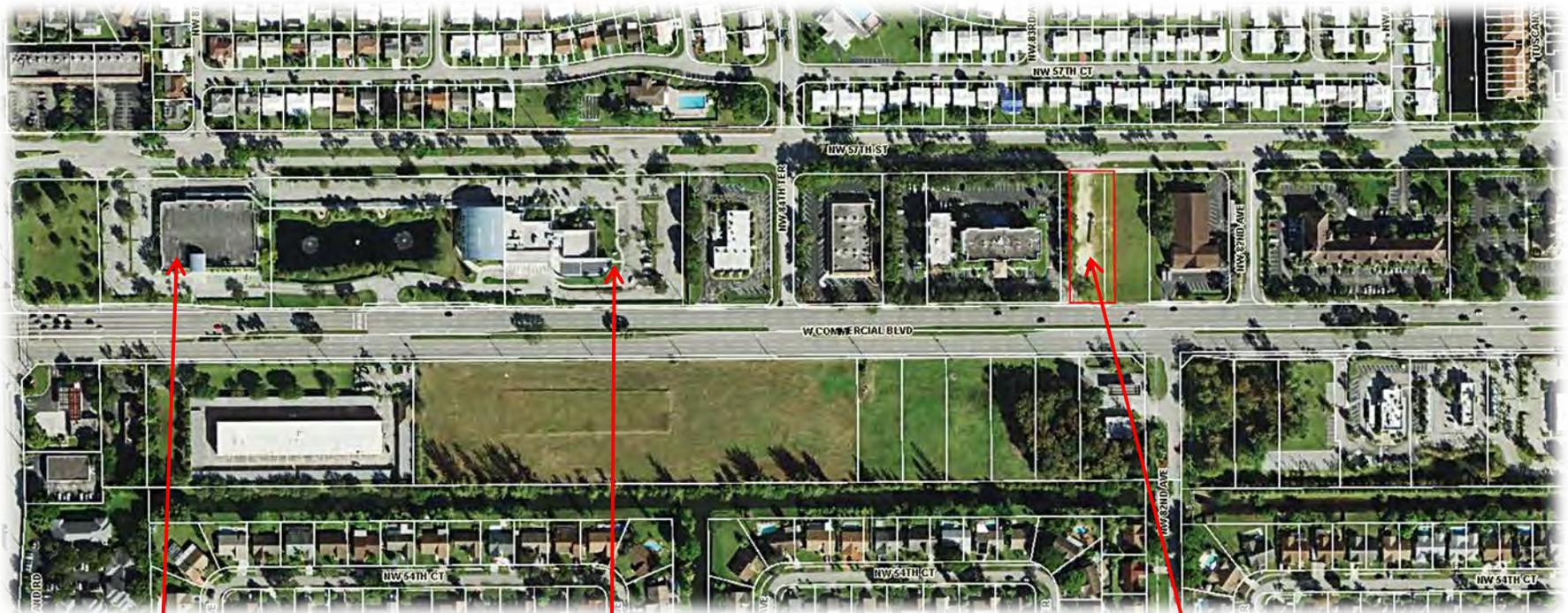


NW 57th Street Looking East

**Photos of the Valued Property
8251 W. Commercial Blvd., Tamarac, Florida**



**AERIAL VIEW OF THE APPRAISED PROPERTY
8251 WEST COMMERCIAL BOULEVARD
TAMARAC, FL 33351**

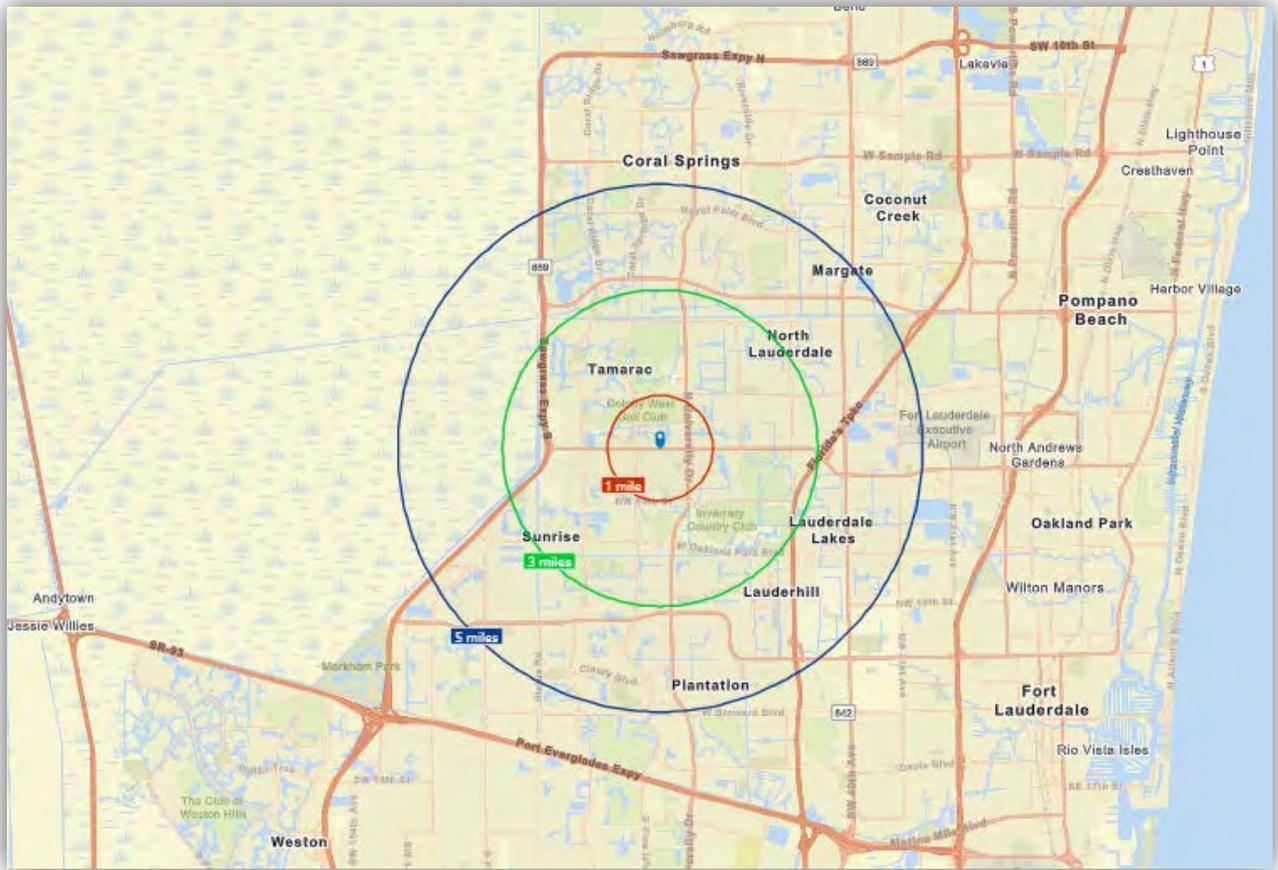


Broward County Library

Tamarac Community Center

Appraised Property

AERIAL VIEW OF THE IMMEDIATE SUBJECT MARKET AREA



**1-3-5 Mile Radii from the Valued Real Estate
8251 W. Commercial Boulevard
Tamarac, Florida 33351**



Demographics

VANCE REAL ESTATE SERVICE
 8251 W Commercial Blvd, Fort Lauderdale, Florida, 33351
 Rings: 1, 3, 5 mile radii

Latitude: 26.19393
 Longitude: -80.26047

	1 mile	3 miles	5 miles
Population			
2000 Population	18,177	158,860	394,034
2010 Population	20,336	164,961	399,596
2020 Population	22,026	177,745	433,204
2025 Population	22,953	183,653	451,164
2000-2010 Annual Rate	1.13%	0.38%	0.14%
2010-2020 Annual Rate	0.78%	0.73%	0.79%
2020-2025 Annual Rate	0.83%	0.66%	0.82%
2020 Male Population	46.0%	45.7%	46.5%
2020 Female Population	54.0%	54.3%	53.5%
2020 Median Age	43.6	43.5	41.1

In the identified area, the current year population is 433,204. In 2010, the Census count in the area was 399,596. The rate of change since 2010 was 0.79% annually. The five-year projection for the population in the area is 451,164 representing a change of 0.82% annually from 2020 to 2025. Currently, the population is 46.5% male and 53.5% female.

Median Age

The median age in this area is 43.6, compared to U.S. median age of 38.5.

Race and Ethnicity

2020 White Alone	49.4%	46.9%	45.2%
2020 Black Alone	37.2%	40.6%	43.0%
2020 American Indian/Alaska Native Alone	0.3%	0.3%	0.3%
2020 Asian Alone	4.2%	3.4%	3.5%
2020 Pacific Islander Alone	0.1%	0.1%	0.1%
2020 Other Race	5.0%	4.9%	4.4%
2020 Two or More Races	3.9%	3.7%	3.6%
2020 Hispanic Origin (Any Race)	31.4%	28.2%	25.7%

Persons of Hispanic origin represent 25.7% of the population in the identified area compared to 18.8% of the U.S. population. Persons of Hispanic Origin may be of any race. The Diversity Index, which measures the probability that two people from the same area will be from different race/ethnic groups, is 75.9 in the identified area, compared to 65.1 for the U.S. as a whole.

Households

2020 Wealth Index	62	64	69
2000 Households	7,787	68,621	158,723
2010 Households	8,025	68,614	156,977
2020 Total Households	8,451	72,487	167,354
2025 Total Households	8,733	74,298	173,113
2000-2010 Annual Rate	0.30%	0.00%	-0.11%
2010-2020 Annual Rate	0.51%	0.54%	0.63%
2020-2025 Annual Rate	0.66%	0.49%	0.68%
2020 Average Household Size	2.59	2.44	2.57

The household count in this area has changed from 156,977 in 2010 to 167,354 in the current year, a change of 0.63% annually. The five-year projection of households is 173,113, a change of 0.68% annually from the current year total. Average household size is currently 2.57, compared to 2.53 in the year 2010. The number of families in the current year is 107,365 in the specified area.

Data Note: Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025. Esri converted Census 2000 data into 2010 geography.



Demographics

VANCE REAL ESTATE SERVICE
8251 W Commercial Blvd, Fort Lauderdale, Florida, 33351
Rings: 1, 3, 5 mile radii

Latitude: 26.19393
Longitude: -80.26047

	1 mile	3 miles	5 miles
Mortgage Income			
2020 Percent of Income for Mortgage	17.8%	16.6%	17.7%
Median Household Income			
2020 Median Household Income	\$49,092	\$49,914	\$51,790
2025 Median Household Income	\$53,751	\$53,090	\$55,688
2020-2025 Annual Rate	1.83%	1.24%	1.46%
Average Household Income			
2020 Average Household Income	\$66,177	\$65,021	\$69,846
2025 Average Household Income	\$74,320	\$71,773	\$77,891
2020-2025 Annual Rate	2.35%	2.00%	2.20%
Per Capita Income			
2020 Per Capita Income	\$26,331	\$26,485	\$26,955
2025 Per Capita Income	\$29,319	\$29,000	\$29,809
2020-2025 Annual Rate	2.17%	1.83%	2.03%

Households by Income

Current median household income is \$51,790 in the area, compared to \$62,203 for all U.S. households. Median household income is projected to be \$55,688 in five years, compared to \$67,325 for all U.S. households

Current average household income is \$69,846 in this area, compared to \$90,054 for all U.S. households. Average household income is projected to be \$77,891 in five years, compared to \$99,510 for all U.S. households

Current per capita income is \$26,955 in the area, compared to the U.S. per capita income of \$34,136. The per capita income is projected to be \$29,809 in five years, compared to \$37,691 for all U.S. households

Housing			
2020 Housing Affordability Index	124	134	125
2000 Total Housing Units	8,335	74,674	172,840
2000 Owner Occupied Housing Units	6,063	51,687	111,474
2000 Renter Occupied Housing Units	1,724	16,934	47,249
2000 Vacant Housing Units	548	6,053	14,117
2010 Total Housing Units	9,117	79,478	181,758
2010 Owner Occupied Housing Units	6,351	50,404	107,074
2010 Renter Occupied Housing Units	1,674	18,210	49,903
2010 Vacant Housing Units	1,092	10,864	24,781
2020 Total Housing Units	9,291	81,711	188,667
2020 Owner Occupied Housing Units	6,222	49,550	104,605
2020 Renter Occupied Housing Units	2,229	22,937	62,749
2020 Vacant Housing Units	840	9,224	21,313
2025 Total Housing Units	9,511	83,256	194,021
2025 Owner Occupied Housing Units	6,361	50,756	107,958
2025 Renter Occupied Housing Units	2,372	23,542	65,155
2025 Vacant Housing Units	778	8,958	20,908

Currently, 55.4% of the 188,667 housing units in the area are owner occupied; 33.3%, renter occupied; and 11.3% are vacant. Currently, in the U.S., 56.4% of the housing units in the area are owner occupied; 32.3% are renter occupied; and 11.3% are vacant. In 2010, there were 181,758 housing units in the area - 58.9% owner occupied, 27.5% renter occupied, and 13.6% vacant. The annual rate of change in housing units since 2010 is 1.67%. Median home value in the area is \$219,324, compared to a median home value of \$235,127 for the U.S. In five years, median value is projected to change by 2.89% annually to \$252,864.

Data Note: Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025. Esri converted Census 2000 data into 2010 geography.

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

PROPERTY APPRAISED:	Vacant land 8251 West Commercial Boulevard Tamarac, FL 33351
OWNERSHIP:	City of Tamarac, FL 7525 NW 88 Avenue Tamarac, FL 33351
LAND AREA:	29,300 square feet
IMPROVEMENTS:	No permanent building structures on the site
LAND USE:	Regional Activity Center
ZONING:	“MU-G”, Mixed-Use General in the city of Tamarac
APPRAISAL PURPOSE:	To develop an opinion of market value
INTEREST APPRAISED:	Fee simple
CURRENT USE:	Vacant land
HIGHEST AND BEST USE:	Single occupant commercial building such as an office, store, restaurant, bank

FINAL VALUE OPINION BY SALES COMPARISON APPROACH:

29,300 square feet x \$20.14 per square foot =

FIVE HUNDRED NINETY THOUSAND DOLLARS

\$590,000

VALUATION DATE: **February 10, 2021**

Exposure Time: 6-9 months prior to selling at the appraised value.

Marketing Time: 6-9 months immediately following the effective date of appraisal during which time the subject property could sell at the appraised value.

DESCRIPTIONS, ANALYSES, CONCLUSIONS

APPRAISAL REPORT

This is an APPRAISAL REPORT that complies with Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP 2020 - 2021)

2-2(a)(i) State the identity of the client;

The client and intended user of this report is the City of Tamarac, FL.

2-2(a)(ii) State the identity of any other intended users by name or type;
None

2-2(a)(iii) State the intended use of the appraisal;

The intended use of this appraisal is to assist the City of Tamara, FL in establishing the market value of the property concerned for sale purposes. Any other use is not intended.

2-2(a)(iv) Contain information, documentation, and/or exhibits sufficient to identify the real estate involved in the appraisal, including the physical, legal and economic property characteristics relevant to the assignment;

Ownership: City of Tamarac, FL
7525 NW 88 Avenue
Tamarac, FL 33321

Property Address: 8251 West Commercial Boulevard
Tamarac, FL 33351

Census Tract No. 601.12

APPRAISAL REPORT (continued)

Legal Description: Lot 3 less the south 7 feet for street, Block 7, LYONS COMMERCIAL SUB, Plat Book 69, page 42, Broward County, FL

Real Estate Tax:	Folio Number:	49 41 09 04 0120
	Land Value:	\$380,900
	Improvement Value:	<u> - 0 -</u>
	Total Value:	\$380,900
	Assessed Value:	\$298,130
	Exemption Amount:	\$327,940
	Tax:	\$ - 0 -

The appraised property is exempt from taxation because it is owned by a municipality. Therefore, no real estate tax is paid by the property owner.

When a property is exempt from taxation, the market value assigned to it by the county appraiser may not be current or accurate. The appraised value of the property in this report is \$590,000, greater than the market value ascribed by the county property appraiser. The appraised value is based on current sales of similar properties.

Market Area Description: Boundaries and Market Composition & Transportation Infrastructure

The subject market area is the West Commercial Boulevard corridor from University Drive on the east to the Sawgrass Expressway on the west, extending through the municipalities of Tamarac, Sunrise and Lauderdale. This market area is in central, western Broward County. This three mile section of West Commercial Boulevard is the dividing line of the municipalities with Tamarac to the north and Sunrise and Lauderdale to the south. The appraised property is in the city of Tamarac to the north of Commercial Boulevard. Current population of Tamarac is approximately 67,000 residents; land area of the city is 11.62 square miles.

APPRAISAL REPORT (continued)

Commercial Boulevard is one of the most heavily trafficked east-west principal arterials in Broward County because of its central location and interchanges with expressways. It extends the east-west width of developable Broward County, commencing at the Atlantic Ocean on the east and terminating at the Sawgrass Expressway on the west. Commercial Boulevard has interchanges with Interstate 95, Florida's Turnpike and the Sawgrass Expressway, along with intersections of all major north-south surface arteries. Both local and countywide residents travel on Commercial Boulevard.

Main north-south arteries in the market area are University Drive, Pine Island Road, Nob Hill Road and Hiatus Road. The most prominent of these is University Drive, the principal arterial in western Broward County, ranging its length.

The completion of the Sawgrass Expressway in the mid-1980s was the catalyst for projects to be constructed in commerce parks in the western end of the Commercial Boulevard corridor. The Sawgrass Expressway commences in the south where it has an interchange with Interstates 75 and 595. It travels north along the western edge of developable Broward County into Coral Springs where it turns to the east. In the northern, central part of the county, the Sawgrass Expressway terminates in an interchange with Florida's Turnpike, thus closing a transportation loop around the western and northwestern part of Broward County.

The western part of the corridor is improved mainly with industrial properties; the eastern part is lined with commercial uses including stores, restaurants, hotels, offices, et cetera. Tamarac Community Center and a Broward County library border the north side of the corridor. Tamarac Village is a recent addition to the market area consisting of 401 rental apartments and 3,500 square feet of commercial space, along with a park. The City assembled land for this project over years to offer a location for a new lifestyle center.

Population Trends

Included in the beginning of the report are the demographics of 1, 3, and 5-mile radial circles from the appraised property.

APPRAISAL REPORT (continued)

In the one mile circle, the population is 22,026 people. Within three miles, there are 177,745 residents. In five miles, the number increases to 433,204, characteristic of densely populated central Broward County. Annual population change for the past decade was about 0.80%, with little variance for the next five years. The data show the median household income in the one mile circle is \$49,092. In three miles, it is \$48,730, and \$51,155 for the five-mile circle. All close to the median household income for Broward County of \$48,800. Median home value in the area is \$219,324 lower than the country's median of \$235,127 due to many multi-family dwellings in the middle of the county. 55% of dwelling units are owner occupied, about on par for the county at 56%. 33% of the housing units are renter occupied. Reportedly, with 12% of housing is vacant; however, this percentage appears greater than actual.

Economic Trends

In South Florida, as in the rest of the United States, real estate prices climbed from 2003-2006. In 2007-2008, concerns were expressed about an unsustainable upward price trend in the market. Then, the economic collapse came in fall of 2008 along with the crash in real estate prices. In 2009, there were very few sales of any type of real estate. By 2010, it appeared that the worst was over. Cash buyers started making purchases. From 2013 to present, sales activity and prices recuperated. The upswing in prices is due in part to scarcity of developable land, especially fronting major arteries.

The life cycle stage of the market area is mostly stability, a period of equilibrium without marked gains or losses; however, there is new construction on the in-fill site for Tamarac Village. The City of Tamarac created the Mixed Use District (MXD) on the north side of Commercial Boulevard from University Drive on the east to NW 94 Avenue on the west. The district will foster more intense use of the land for commercial and/or residential projects. Tamarac Village will be the heart of the district consisting of 17 acres of land and improved with a mixed use project. The associated Community Development District was established to construct roads, parking and drainage improvements to ready the center for buildings.

APPRAISAL REPORT (continued)

Conclusion

The Commercial Boulevard is one of only three principal arterials in the northern part of Broward County with extensive commercial and light industrial uses, along with residential projects. The corridor is heavily traveled, making it a popular location for local and national businesses. As mentioned, it has interchanges with the north-south expressways and principal arterials. Properties fronting Commercial Boulevard will continue to be in demand and have prices reflective of their locations.

Land Use: Regional Activity Center

Zoning: “MU-G”, Mixed Use General in the City of Tamarac. Intended use is to create community servicing mixed use commercial and residential development at a higher scale than in less intensely zoned districts. Minimum lot area is 30,000 square feet; minimum width is 100 feet. Excerpt from the zoning ordinance is in the Addenda.
The appraised lot size on the Broward County tax roll is 29,300 square feet. Width appears to be 100 feet. The subject lot was platted prior to the zoning ordinance being in effect. Most probably the lot could be independently improved, though it is size is substandard to the current code. However, City officials make that decision.

Platting: The appraised land is one platted lot.

Site Description: The shape of the site is rectangular. Dimension and land size are from public records. No sketch of survey is available for review.

North boundary on NW 57 Street:	100 feet
East boundary on adjacent property:	293 feet
South boundary on Commercial Blvd:	100 feet
West boundary on adjacent property:	293 feet

Land size is 29,300 square feet on the tax roll.

APPRAISAL REPORT (continued)

- Utilities: All utilities are available to the site.
- Access: The lot is accessible via West Commercial Boulevard on the south and NW 57 Street on the north. As can be noted on the photo of the appraised land in the beginning of the report, there appears to be a joint access easement for the subject and the property to the west improved with the Comfort Suites. This access point is a right-turn in and a right-turn out directly onto Commercial Boulevard. There is no sketch of survey to confirm this joint access; however, it obviously exists. The joint access is not noted on the original plat. This access point is essential to travelers making a last minute decision to turn into the property.
- Easement: Utility easements are presumed to be around the perimeter of the site.

Environmental conditions: There was no current environmental site assessment for the appraisers to review.

Improvement Description: There are no permanent building improvements on the site.

2-2(a)(v) State the real property interest appraised;

A person who owns all the property rights is said to have *fee simple title*. A *fee simple title implies absolute ownership unencumbered by any other interest or estate*. Partial interests in real estate are created by selling, leasing, et cetera. Partial estates include *leased fee and leasehold estates*.

The interest appraised is fee simple.

APPRAISAL REPORT (continued)

2-2(a)(vi) State the type and definition of value and cite the source of the definition;

The purpose of the appraisal is to develop an opinion of market value of the subject property as of February 10, 2021.

MARKET VALUE: a type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal. The conditions included in market value definitions establish market perspectives for development of the opinion. These conditions may vary from definition to definition but generally fall into three categories:

1. the relationship, knowledge, and motivation of the parties (i.e., seller and buyer);
2. the terms of sale (e.g., cash, cash equivalent, or other terms); and
3. the conditions of sale (e.g., exposure in a competitive market for a reasonable time prior to sale).

Market value appraisals are distinct from appraisals completed for other purposes because market value appraisals are based on a market perspective and on a normal or typical premise. These criteria are illustrated in the following definition of *Market Value**, provided here only as an example.

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. *buyer and seller are typically motivated;*
2. *both parties are well informed or well advised and acting in what they consider their own best interests;*
3. *a reasonable time is allowed for exposure in the open market;*
4. *payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
5. *the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

* This example definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the *Interagency Appraisal and Evaluation Guidelines*, dated December, 2010.

Florida Court Definition: “Market Value is the price that a seller willing, but not compelled to sell, and a buyer willing, but not compelled to buy, would agree to in fair negotiations with knowledge of all the facts.” [Source: *Fla. Power & Light Co., v. Jennings*, 518 So.2d 895 (Fla. 1987)]

APPRAISAL REPORT (continued)

2-2(a)(vii) State the effective date of the appraisal and the date of the report;

A) Effective Date of the Appraisal: February 10, 2021

B) Date of the Report: February 10, 2021

2-2(a)(viii) Summarize the scope of work used to develop the appraisal;

The appraisal problem is to develop an opinion of value of the property based on its highest and best use. The appraisers viewed the vicinity of the property and photographed the area. An investigation was made into the physical characteristics of the property that could affect its value. The market area was surveyed to determine its stage of the life cycle. Research was conducted to ascertain economic factors that might influence value. Data research consisted of collecting, confirming, and reporting land sales. The process included searches and analyses, inspections and confirmations, and final reporting. The appraiser examined several sources of sales data, including CoStar Group, Corelogic, Realquest, Loopnet, Broward County Property Appraiser records, public records, and data from the appraisers' plant.

2-2(a)(ix) Summarize the extent of any significant real property appraisal assistance;

The two signatory appraisers are the only people involved in the appraisal process.

2-2(a)(x)(1) Summarize the appraisal methods and techniques employed;

(2) State the reasons for excluding any of the valuation approaches;

(3) Summarize the results of analyzing the subject sales, options and listings;

(4) State the value opinion and conclusion

(5) Summarize the information analyzed and the reasoning that supports the analyses, opinions, and conclusions

APPRAISAL REPORT (continued)

For Sales Comparison Approach, land sales are compared to each other and to the property under appraisal to arrive at an opinion of value.

The information analyzed and the appraisal method used is detailed in the valuation section of the report. Further, the reasoning that supports the analyses, opinions, and conclusions is explained in the valuation section. Cost Approach is not used because there are no permanent structures to consider. The Income Approach is not employed in this appraisal because most sites like the subject are purchased and not leased. Exclusion of these approaches to value still produces a creditable report.

The value opinion and conclusion is stated at the end of the Sales Comparison Approach – Land Valuation.

SR 1-5 ***When the value opinion to be developed is market value, if such information is available in the normal course of business:***

a) analyze all agreements of sale, options, or listings of the subject property current as of the effective date of the appraisal; and

There are no known agreements for sale, options or listings of the subject property as of the effective date of the appraisal. Reportedly, there is a potential buyer for the land concerned; however, no offer for the property is available for review.

b) analyze all sales of the subject property that occurred within the three (3) years prior to the effective date of the appraisal.

There have been no sales of the property during the past three years. The City of Tamarac acquired the land in a transaction in November, 2010 for \$150,000. A copy of the deed is in the Addenda. The transaction took place 10 years ago with no relevance to market value on the effective date of appraisal.

APPRAISAL REPORT (continued)

2-2(a)(xi) *State the use of the real estate existing as of the effective date and use of the real estate reflected in the appraisal;*

The use of the real property on the date of valuation is vacant land, and it is this use which is reflected in the appraisal. No personal property is included in the valuation.

HIGHEST AND BEST USE OF THE PROPERTY AS VACANT

2-2(a)(xii) *When an opinion of highest and best use was developed by the appraiser, state that opinion and summarize the support and rationale for that opinion;*

Physically Possible as Vacant

No soil or subsoil tests were available for review to ascertain if they are capable of supporting modern buildings. However, there are commercial buildings flanking Commercial Boulevard. The site is level and filled to street grade. The shape of the land is rectangular which optimum to meet setback requirements. Access to Commercial Boulevard is via a joint access point at the southwest corner of the lot. All utilities are available to the site. The main physical factor is the size of the site which governs the size and number of potential improvements.

Legally Permissible as Vacant

Legal constraints to the development of the site consist of land use designation, building and zoning codes, platting restrictions, and recorded deed restrictions of which none came to light during the investigation of the land. Land Use designation is Regional Activity Center. Zoning is "MU-G", Mixed-Use General. Commercial, retail, office and residential uses are permitted; mix of two uses is encouraged.

Financially Feasible as Vacant

The third test of Highest and Best Use is economic feasibility. Demand for a certain property type must be evident for it to be feasible.

HIGHEST AND BEST USE OF THE PROPERTY AS VACANT

For it to be financially feasible, the use must be marketable and provide the investor with a competitive return when compared with alternate uses. There is little vacant land in the subject market area and in the county in general. Demand is greater than supply for land in South Florida. The land fronting West Commercial Boulevard was platted into small lots many years ago, prior to the more recent approach to development of larger mixed-use projects. Minimum lot size in the “MU-G” district is 30,000 square feet. Platted lot size established prior to the current zoning code is 29,300 square feet for the land concerned and other lots fronting Commercial Boulevard. The property to the west of the subject is improved with a Comfort Suites. To the east of the subject is a vacant lot under other ownership than the City. A potential buyer of the subject might also purchase the lot to the east if available, forming a site of 58,600 square feet or 1.35 acres. Larger sites have greater functional utility. For now, there is only the subject lot under consideration. The size of the lot under appraisal suggests the financially feasible highest and best use is for a single occupant building such as a store, office, bank, restaurant or the like. There are numerous examples of such uses lining Commercial Boulevard. Similar uses are also found among the land sales cited in this report such as a fast-food restaurant and a daycare facility.

The most probable buyer would be a local owner-occupant or investor in small commercial properties. Time for land development is now with little competition from other projects under construction. Further, Tamarac Village will bring interest to the immediate subject market area.

Maximally Productive as Vacant

In summary, the Highest and Best Use of the site appraised is for a single-occupant commercial building. Such use would be physically possible, legally permissible, financially feasible and maximally productive.

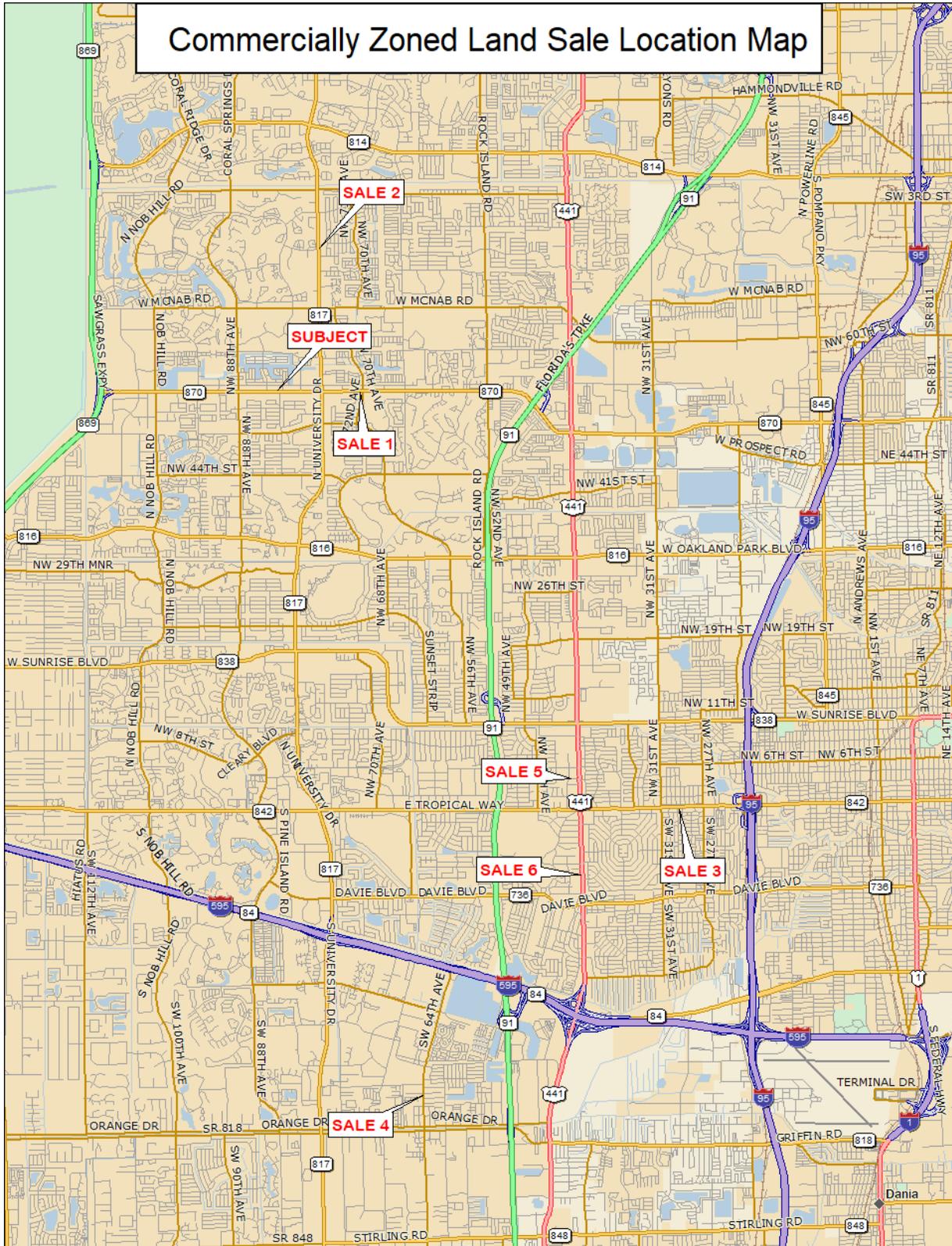
2-2(a)(xiii) Clearly and Conspicuously: State all extraordinary assumptions and hypothetical conditions; and state that their use might have affected the assignment result.

There are no extraordinary assumptions or hypothetical conditions in this report.

2-2(a)(xiv) Include a signed certification in accordance with Standards Rule 2-1
See signed certification in report.

**SALES
COMPARISON
APPROACH
LAND
VALUATION**

Commercially Zoned Land Sale Location Map



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MN (6.8° W)



0 1/2 1 1 1/2 2 2 1/2 mi

Data Zoom 11-0

VACANT LAND SALES

SALE NO.	1
LEGAL DESCRIPTION	Lot 11, COMMERCIAL BOULEVARD SHOPPES NO. 2, Plat Book 107, page 43, Broward County, FL
RECORDED	Instrument #116310298, Broward County, FL
GRANTOR	DTRT Management Group, LLC
GRANTEE	G I of Commercial LLC
DATE OF SALE	January 24, 2020
LOCATION	7050 W Commercial Boulevard Lauderhill, FL
ZONING	“C-G”, General Commercial
SALE PRICE	\$475,000
LAND SIZE	29,000 square feet
UNITS OF COMPARISON	\$16.38 per square foot
FOLIO NUMBER	49 41 15 14 0110
CONDITIONS OF SALE	Cash sale. Arm’s length transaction.
CONFIRMED	Matthew Geller, for grantor
COMMENTS	Land purchased for future commercial use. Grantee also owns the property to the west which is improved with a Popeye’s fast food restaurant. Neither the sale property nor restaurant to the west has direct access to W Commercial Boulevard. There is a shared access easement across the north parts of the sites with several driveways on to the boulevard.

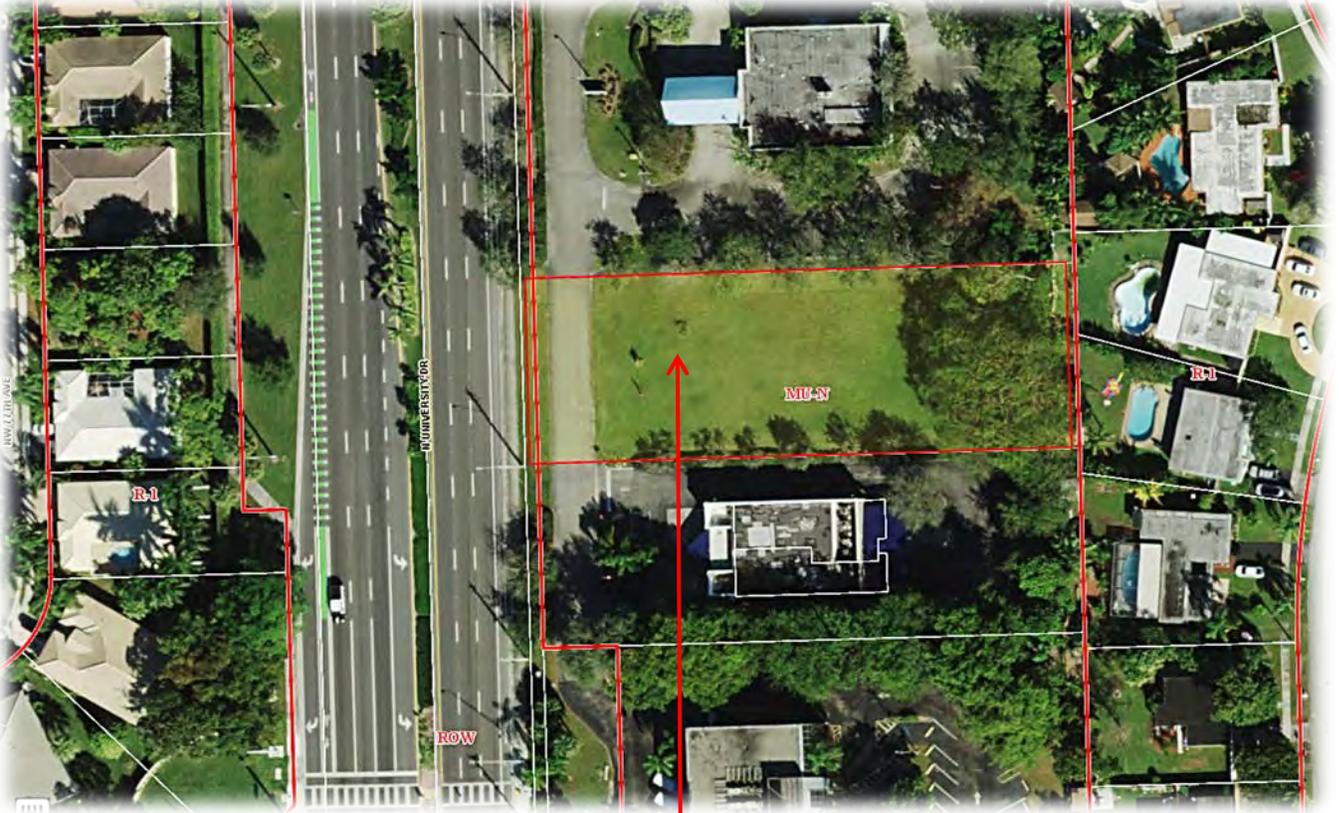


ADJACENT PROPERTY OWNER
Improved with POPEYE'S

LAND SALE 1
7040 W COMMERCIAL BLVD
LAUDERHILL, FL

VACANT LAND SALES

SALE NO.	2
LEGAL DESCRIPTION	Lot 20, Block 11, LYONS COMMERCIAL SUB NO. 3, Plat Book 76, page 31, Broward County, FL
RECORDED	Instrument #116360208, Broward County, FL
GRANTOR	Varghese Development, LLC
GRANTEE	7830 University Development, LLC
DATE OF SALE	February 14, 2020
LOCATION	7830 North University Drive Tamarac, FL
ZONING	“MU-N”, Mixed-Use Neighborhood
SALE PRICE	\$500,000
LAND SIZE	29,300 square feet
UNITS OF COMPARISON	\$17.06 per square foot
FOLIO NUMBER	49 41 03 15 0200
CONDITIONS OF SALE	Financing provided by Anchor Bank in the amount of \$1,450,000 for an acquisition and construction loan at the market rate of interest. Arm’s length transaction.
CONFIRMED	Daniel Shepherd, closing attorney
COMMENTS	Land purchased to construct a child daycare center (not yet built). The site does not have direct access to University Drive. There is a shared access easement across the west parts of the sites fronting University Drive with several driveways on to the main road.



**LAND SALE 2
7830 NORTH UNIVERSITY DRIVE
TAMARAC, FL**

VACANT LAND SALE

SALE NO. 3

LEGAL DESCRIPTION Lengthy. Multiple lots in Westwood Heights (legal description in included Warranty Deed)

RECORDED Instrument #115911813, Broward County Florida Public Records.

GRANTOR Nashrah Maryam Inc.

GRANTEE Estel Development LLC

DATE OF SALE June 25, 2019

LOCATION 2890 W. Broward Boulevard
Fort Lauderdale, FL

ZONING “B-1”, Boulevard Business

LAND USE: “60” Commerce

SALE PRICE \$950,000

LAND SIZE 47,266 square feet

UNITS OF COMPARISON \$20.10 per square foot

FOLIO NUMBER 5042-08-01-0071

CONDITIONS OF SALE Arm’s length transaction. Sale included a mortgage with K & B Capital Corporation in the amount of \$223,870.

CONFIRMATION Law office of Tripp Scott, closing agent

COMMENTS Site with direct access to Broward Boulevard.

Prepared By:
Gregory A. McAloon, Esq.
Tripp Scott, P.A.
110 SE 6th Street, Suite 1500
Fort Lauderdale, FL 33301

Property Appraiser's Parcel
Identifying No. : 5042-08-01-0071

WARRANTY DEED

THIS WARRANTY DEED is made this 26 day of June, 2019, between NASHRAH MARYAM INC., a Florida corporation, hereinafter called the "Grantor", and ESTEL DEVELOPMENT LLC, a Florida limited liability company, whose post office address is 763 NE 193 Terrace, Miami, FL 33179, hereinafter called the Grantee:

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, the real property hereinafter described, and rights and interest in said real property located in the County of Broward, State of Florida, to wit:

(SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A")

Subject to taxes for the year 2019 and subsequent years; covenants, restrictions and public utility easements of record; and existing zoning and governmental regulations.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances.

*(Wherever used herein the terms "Grantor" and "Grantee" shall include all parties to this instrument, the singular and plural, the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations and other legal entities, wherever the context so admits or requires.)

IN WITNESS WHEREOF, the Grantor has caused this Warranty Deed to be executed the day and year first above written.

Signed, sealed and delivered in our presence:

NASHRAH MARYAM INC., a Florida corporation

[Signature]

By: [Signature]

Name: Gregory McAlain
(type or print)

MASUM RAHMAN
Its: President

Post Office address:

[Signature]

2320 SW 6th Court

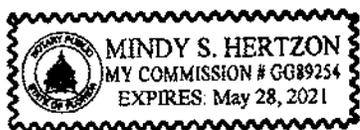
Name: MINDY S. HERTZON
(type or print)

Pembroke Pines, FL 33025

STATE OF FLORIDA

COUNTY OF BROWARD

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me this 25th day of JUNE, 2019, by MASUM RAHMAN, as President of NASHRAH MARYAM INC., a Florida corporation, to me personally known or produced identification. Type of identification produced: _____



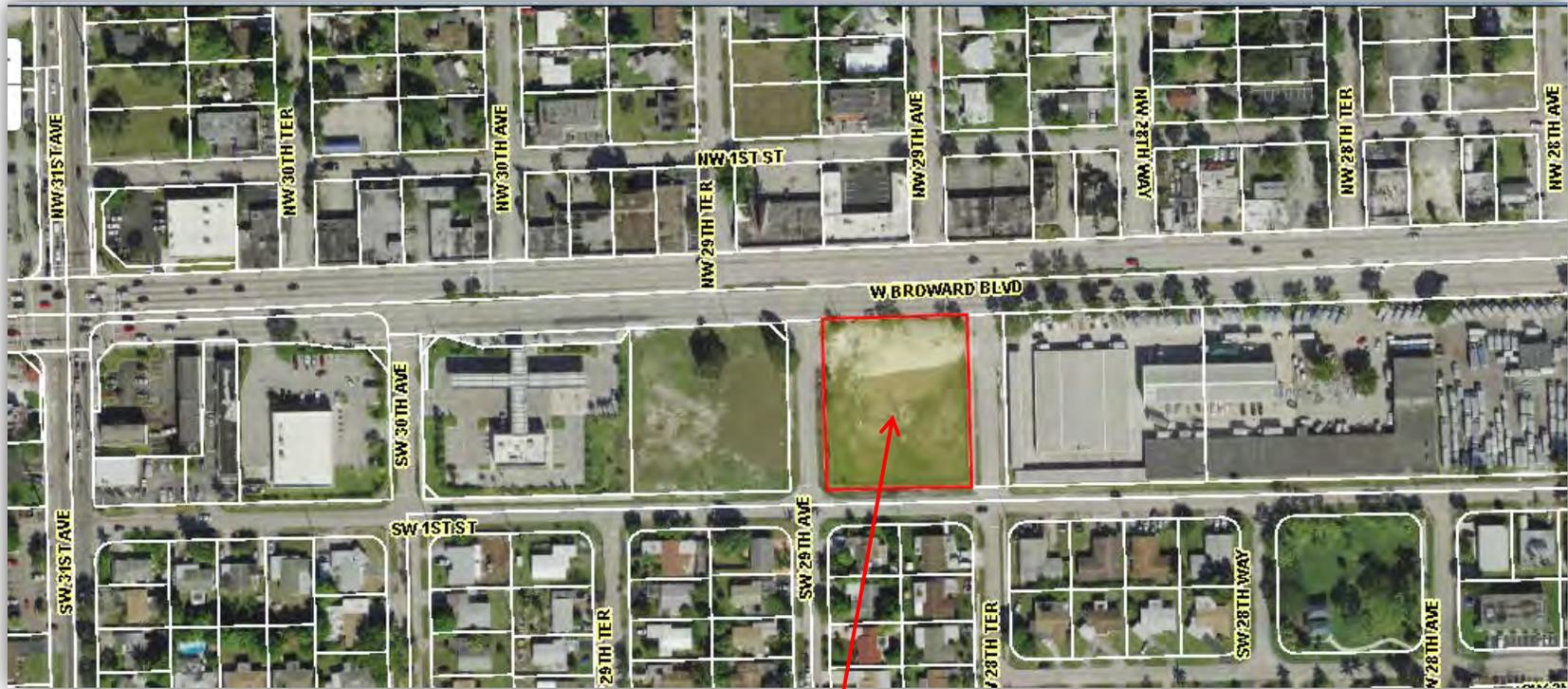
[Signature]

Name: _____
Notary Public
My Commission Expires: 5-28-21
Commission No.: GG89254

EXHIBIT "A"

LEGAL DESCRIPTION

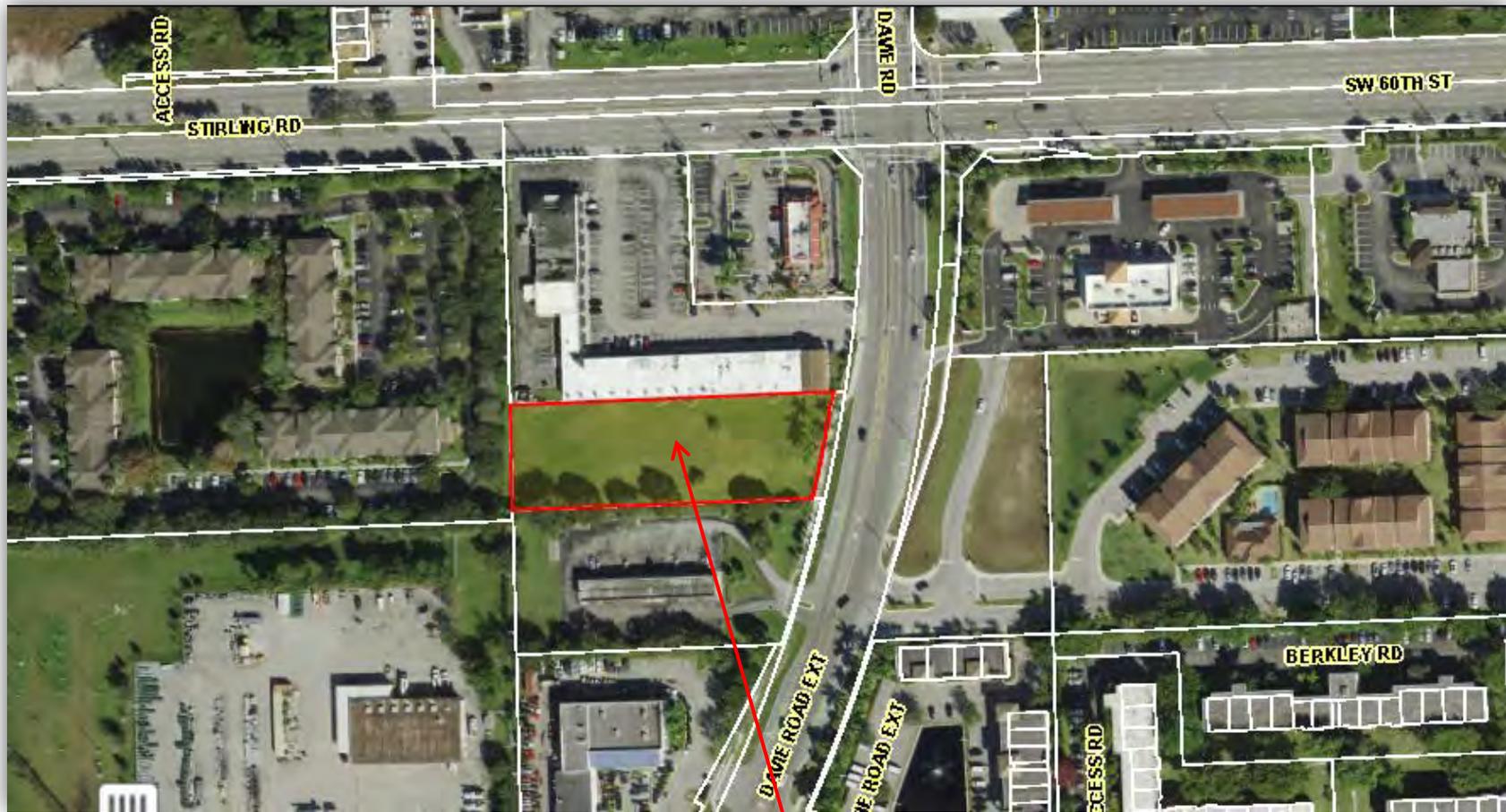
Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, in Block 4, of WESTWOOD HEIGHTS, according to the Plat thereof, recorded in Plat Book 6, Page 34, of the Public Records of Broward County, Florida, together with that now vacated alley running East and West through said Block 4 bounded on the West by West line of said Block 4 and on the East by the East line of said Lot 6 extended also together with the North 10 feet of Taylor Avenue as shown on said plat now vacated bounded on the West by the said West line of Block 4 extended and bounded on the East by the said East line of said Lot 15 extended less the following described property dedicated to the city of Fort Lauderdale, Florida on July 3, 1968 to be used for street purposes to wit: Lots 6 and 15, Block 4, WESTWOOD HEIGHTS, according to the plat thereof, recorded in Plat Book 6, page 34, of the Public Records of Broward County, Florida, together with that portion of the now vacated alley running East and West through Block 4 line between Lot 6 and Lot 15 together with the North 10 feet of Taylor Avenue line within the Southerly extension of the East and West line of Lot 15 to the North R.C.W. line of S.W. First Street (east Taylor Avenue) as shown on plat to be now vacated; LESS the right-of-way of West Broward Boulevard.



Land Sale No. 3
2890 W. Broward Boulevard
Fort Lauderdale, FL

VACANT LAND SALES

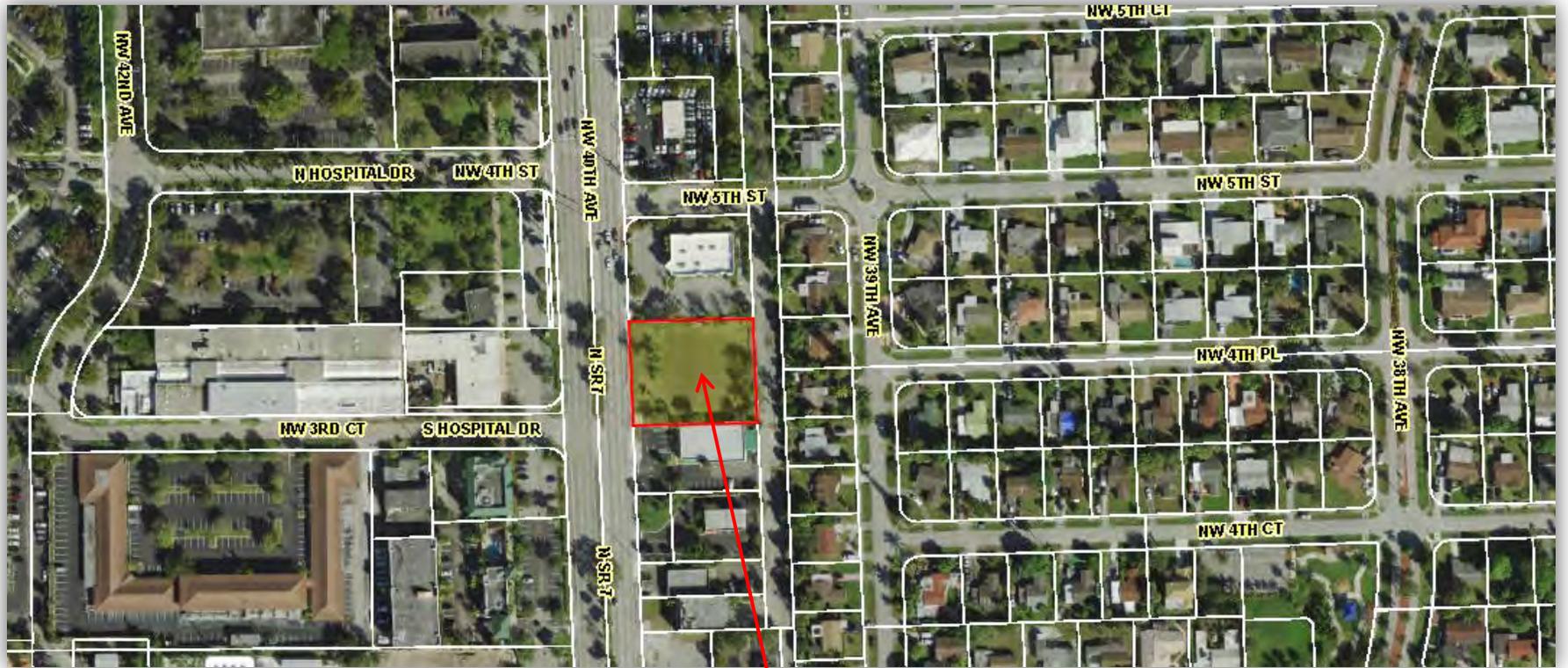
SALE NO.	4
LEGAL DESCRIPTION	Parcel "A", TRIPLE "J" PLAT, Plat Book 151, page 45, Broward County, FL
RECORDED	Instrument #115790167, Broward County, FL
GRANTOR	Davie Investments LLC
GRANTEE	Davie Storage LLC
DATE OF SALE	May 6, 2019
LOCATION	4101 Davie Road Extension Davie, FL
ZONING	"B-2", General Business
SALE PRICE	\$1,000,000
LAND SIZE	49,945 square feet
UNITS OF COMPARISON	\$20.02 per square foot
FOLIO NUMBER	51 41 02 29 0010
CONDITIONS OF SALE	Cash sale. Arm's length transaction.
CONFIRMED	Steve Tedder, for grantor
COMMENTS	Grantee plans to improve the site with a self-storage facility.



**Land Sale No. 4
4101 Davie Road Extension
Davie, FL**

VACANT LAND SALES

SALE NO.	5
LEGAL DESCRIPTION	Tract "A", SWINDELL'S SUBDIVISION NO. 3, Plat Book 68, page 45, Broward County, FL
RECORDED	Instrument #116215052, Broward County, FL
GRANTOR	Amicus Plantation Property LLC
GRANTEE	The Fantastic Four Group LLC
DATE OF SALE	December 4, 2019
LOCATION	460 North State Road 7 Plantation, FL
ZONING	"SPI-2 AM", Special Public Interest, Auto Mall
SALE PRICE	\$525,000
LAND SIZE	26,999 square feet
UNITS OF COMPARISON	\$19.44 per square foot
FOLIO NUMBER	50 42 06 33 0010
CONDITIONS OF SALE	Cash sale. Arm's length transaction.
CONFIRMED	David Rodriguez, for grantor
COMMENTS	Site purchased for future commercial use.



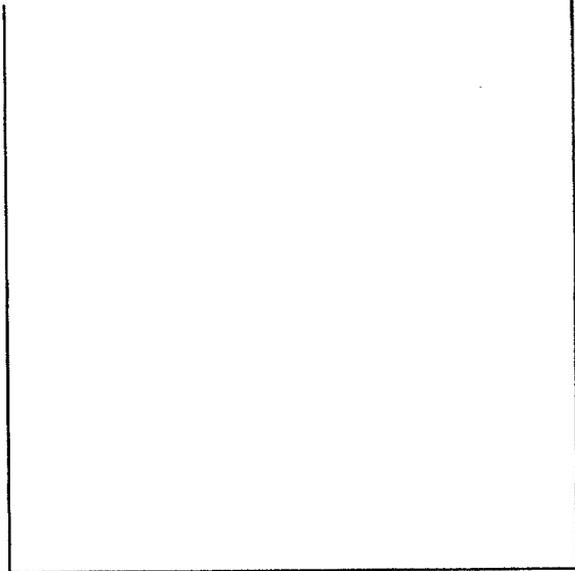
Land Sale 5
460 N. State Road 7
Plantation, FL

VACANT LAND SALES

SALE NO.	6
LEGAL DESCRIPTION	Lengthy description. See deed.
RECORDED	Instrument #115425125, Broward County, FL
GRANTOR	441 Industrial LLC
GRANTEE	Seven Real Estate Holdings, LLC
DATE OF SALE	November 1, 2018
LOCATION	939 South State Road 7 Plantation, FL
ZONING	“SPI-2 AC”, Special Public Interest, Artisan Commercial
SALE PRICE	\$825,000
LAND SIZE	42,898 square feet
UNITS OF COMPARISON	\$19.23 per square foot
FOLIO NUMBER	50 41 12 38 0010
CONDITIONS OF SALE	Financing provided by City National Bank in the amount of \$1,920,000 at the market rate of interest for an acquisition and construction loan. Arm’s length transaction.
CONFIRMED	Leo Leon, for grantee
COMMENTS	The grantee paid for platting. New plat is “BK Plantation”, Plat Book 183, page 279. Grantee improved the site with a Burger King restaurant.

327199843JC

Prepared by and return to:
Robert A. Brandt, P.A.
696 N.E. 125th Street
North Miami, Florida 33161



Parcel/Property ID #: 504112000160/504112000170

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 1st day of November, 2018, BETWEEN 441 INDUSTRIAL, LLC, a Florida limited liability company, having an address at: 696 N.E. 125th Street, North Miami, FL 33161, GRANTOR and SEVEN REAL ESTATE HOLDINGS, LLC, a Delaware limited liability company, having an address at 117 Hidden Glen Way, Dothan, AL 36303, GRANTEE.

WITNESSETH that the GRANTOR, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs and assigns forever, the following described land, situate, lying and being in the County of Broward, State of Florida, to wit:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF

Subject to:

1. Taxes for the year 2019, which are not yet due or payable.
2. Zoning restrictions imposed by governmental authority.
3. Restrictions, reservations and easements of record, if any, which are not reimposed hereby.
4. Matters shown on Exhibit "B" attached hereto and made a part hereof.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever,

EXHIBIT 'A'

LEGAL DESCRIPTION

PARCEL 1:

All that part of the South 72 feet of the North 464 feet of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 12, Township 50 South, Range 41 East, lying West of the right-of-way of State Road No.7, as now located, less and except the West 300 feet thereof.

PARCEL 2:

All that part of the South 72 feet of the North 392 feet of the East one-half (E 1/2) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 12, Township 50 South, Range 41 East, lying West of the right-of-way of State Road No.7, as now located, less and except the West 300 feet thereof;

Said lands situate, lying and being in Broward County, Florida.



LAND SALE 6
939 S STATE ROAD 7
PLANTATION, FL

COMMERCIAL- ZONED LAND SALE COMPARISON & ADJUSTMENT CHART

A D J U S T M E N T S

<u>LAND SALE LOCATIONS</u>	<u>SALE DATE</u>	<u>LAND Sq.Ft. Size</u>	<u>SALE PRICE Price/Sq.Ft.</u>	<u>Site Zoning</u>	<u>TRANSACTIONAL ADJUSTMENTS</u>		<u>PROPERTY ADJUSTMENTS</u>		<u>Adjusted Price per Square Foot</u>
					<u>Market Conditions Time (+ 3%/Year)</u>	<u>Adjusted Price</u>	<u>Access Adjustment</u>	<u>Final Adjusted Sale Price</u>	
1 7050 W Commercial Blvd Lauderhill, FL	01/24/2020	29,000	\$475,000 \$16.38	"C-G"	\$14,250 Inferior + 3%	\$489,250	\$48,925 Inferior +10%	\$538,175	\$18.56
2 7830 N University Drive Tamarac, FL	02/14/2020	29,300	\$500,000 \$17.06	"MU-N"	\$15,000 Inferior + 3%	\$515,000	\$51,500 Inferior +10%	\$566,500	\$19.33
3 2890 W. Broward Blvd Ft. Lauderdale, FL	6/25/2019	47,266	\$950,000 \$20.10	"B-1"	\$47,500 Inferior + 5%	\$997,500	\$0 Equal	\$997,500	\$21.10
4 4101 Davie Rd. Extension Davie, FL	5/6/2019	49,945	\$1,000,000 \$20.02	"B-2"	\$50,000 Inferior + 5%	\$1,050,000	\$0 Equal	\$1,050,000	\$21.02
5 460 N. State Rd. 7 Plantation, FL	12/4/2019	26,999	\$525,000 \$19.45	"SP1-2 AM"	\$21,000 Inferior + 4%	\$546,000	\$0 Equal	\$546,000	\$20.22
6 939 South State Road 7 Plantation, FL	11/01/2018	42,898	\$825,000 \$19.23	"SPI-2 AC"	\$57,750.00 Inferior +7%	\$882,750	\$0 Equal	\$882,750	\$20.58
<u>SUBJECT</u> 8251 W Commercial Blvd Tamarac, FL	<u>Value Date</u> 02/10/2021		<u>LAND VALUE</u> \$590,000	"MU-G"	----	----	----	----	<u>Subj. Value/Sq.Ft.</u> \$20.14 (Equal Weight)

SALES COMPARISON APPROACH

LAND VALUATION

OVERVIEW

Of the several methods to develop an opinion of land value, the one considered to be the most reliable is the Sales Comparison Approach. In this method, sales of other similar vacant parcels are compared to the site concerned; then adjusted for differences to arrive at land value

The steps of Sales Comparison in Land Valuation are:

- 1) Locate and collect information of recent sales of sites most similar to the land being appraised.
- 2) Verify the sales information with the most reliable sources, including details of financing and any special considerations or non-typical market features.
- 3) Select relevant units of comparison and develop a comparative analysis.
- 4) Compare and adjust the sales to the subject using significant, market-derived units of comparison.
- 5) Reconcile all value indications from the comparisons into a value opinion by this approach.

The appraised land contains 29,300 square feet, located at 8251 West Commercial Boulevard, Tamarac, FL. Zoning is “MU-General”, Mixed Use General, permitting a wide range of commercial uses, service facilities and higher density residential.

A search was made to find recent transactions of sites which would provide indications of value for the appraised land. The first phase of the search covered the subject market area and northwest Broward County. Few sites remain vacant along main arteries; hence, the search widened to the mid-central part of the county to find similar parcels. Of the sales reviews, six of the most relevant transactions are included in this analysis. Details of the six sales are on individual land sales sheets and the Land Sales Comparison & Adjustment Chart in the report.

A unit of comparison used by buyers and sellers of this type land is the Sale Price per Square Foot of Land. The range of unit prices of the land sales used (before adjustments) is from \$16.38 to \$20.10 per square foot.

ELEMENTS OF COMPARISON

*Elements of comparison are the characteristics of transactions and properties that cause variation in prices paid for real estate. **The Appraisal of Real Estate** states that there are several basic elements of comparison to consider in sales comparison analysis for land valuation. The first group is termed **transactional elements** being: real property rights conveyed, financing terms, conditions of sale and market conditions. Adjustments for transactional elements are made, then, attention is focused on the second group, **property elements**. This second group of property elements consists of location, physical characteristics and use. The relevant elements are hereafter discussed.*

SALES COMPARISON APPROACH

(Continued)

Real Property Rights Conveyed

A transaction price is always predicated on the real property interest conveyed. Property interests conveyed can either be fee simple (without tenants) or leased fee (subject to leases). An adjustment for property rights conveyed is based on whether a leased fee interest was sold with leases at, below, or above market rent.

The interest valued for the subject property is fee simple. The land sales were all conveyances of fee simple interests without leases or easements which were significant enough to affect the price. No adjustment is necessary for this element of comparison.

Financing Terms

Financing terms may have a bearing on the price paid for a property. Such terms that may affect price include assuming a mortgage at lower than current interest rates, the seller paying a buydown for the buyer to have a lower interest rate, or the seller providing financing for a transaction at lower than typical institutional rates. In all of these cases, the buyer could have paid higher prices in such transactions to obtain favorable financing. The reverse is also a possibility in which lower sale prices result from above market financing.

With financing from lenders readily available, the grantees of Land Sales 2 and 6 took advantage of this situation and obtained acquisition and construction loans for new projects on the sites. Grantee of Land Sale 3 gave a small (24% of sale price) mortgage to a third party lender. Reportedly, there were no inducements to take the financings which would have affected the sale prices. Land Sales 1, 4 and 5 were in cash. No adjustment is required for this element of comparison.

Conditions of Sale

Condition of sale addresses the motivation of buyers and sellers. Such motivations include a seller accepting a lower than market price for needed cash, a lender selling a previously foreclosed property to comply with regulations imposed on the institution, or a buyer purchasing an adjacent property. Even arm's length transactions may be the result of atypical motivation, such as lack of exposure time to the market, the result of an eminent domain proceeding, or tax consideration.

None of the land sales are transactions by lenders after foreclosures of prior mortgages on the properties. Each of the land sales was exposed to the open market for a reasonable time. The buyers had specific uses in mind when the purchases were made. Conditions of sale were typical for the market, with no adjustment necessary.

(Continued)

SALES COMPARISON APPROACH

(Continued)

Market Conditions

Comparable sales that occurred under different market conditions than those applicable to the subject on the effective date of the value estimate require adjustment for any differences that affect their value. The most common adjustment for market condition is time; however, the passage of time itself is not the cause of the adjustment. Market conditions which change over time are the reason to make the adjustment, such as appreciation or depreciation due to building inventory, changes in tax laws, investor's criteria, building moratoriums, fluctuation in supply and demand, et cetera. It is also possible that there is no change in market condition over time.

Two of the land sales closed in 2020. Three occurred in 2019; one closed in late 2018. There is an upward trend in real estate prices due in large part to scarcity of vacant parcels. The upward trend exceeds the annual inflation rate of 2% per year. Each of the land sales is adjusted upward 3% annually for market conditions to the effective date of appraisal. The amounts of the adjustments are shown on the chart.

Adjustments have been made to the improved sales for transactional elements of comparison. Next, adjustments for property elements of comparison are considered.

Location

The location of a property is a key factor in prompting a buyer to purchase it. Location encompasses many aspects such as road frontage, access, proximity to other competing properties, proximity to a market that will use the goods and services housed in a property, governmental influences, average daily traffic flow, etc. Typically, properties in a neighborhood share some of the same locational characteristics such as age, condition, and style.

The appraised parcel and the land sales front principal arterials or main roads. Each of the land sales is in a direct permitting commercial uses. The locational characteristic among the sites is access. The subject appears to have a joint access point with the property to the west which permits vehicular access directly to and from West Commercial Boulevard. This access allows impulse entrance on to the site without having to find a frontage road or have to drive over adjacent properties to reach it. Land Sales 3, 4, 5 and 6 also have direct access to the main roads they border. Land Sales 1 and 2 do not have direct access to the main road; their access is via an easement or driveway over adjacent properties, then eventually to an outlet on to the artery. This aspect of location for Sales 1 and 2 is inferior to the other sales and the appraised lot. Land Sales 1 and 2 are each adjusted upward 10% for this factor.

Physical Characteristics

Physical characteristics to be considered for adjustments are those that cause a difference in price to be paid by the market. A wide range of such items includes land size, shape, frontage, topography, view, access, functional utility, degree of readiness for development, et cetera. Adjustments for physical characteristics are best derived from the market by paired sales comparison.

(Continued)

SALES COMPARISON APPROACH

(Continued)

Through the process of searching for comparable sales, the physical characteristics are of great import. From the universe of possible comparable sales, those that are most similar to the site appraised are presented in the report for analysis and comparison to the subject. The lesser the number of physical differences, the better.

The land under appraisal contains 29,300 square feet. Land Sales 1, 2 and 5 are more similar in size. However, there does not appear to be a direct relationship between land size and unit price due to the dearth of any remaining vacant land along main arteries. All of the sites are cleared and filled, ready for improvement. There are some minor differences in physical characteristics; although, they are not significant enough to make quantitative adjustments for this element of comparison.

Use

For sites to be comparable, they should have similar uses. The highest and best use for the appraised property is for commercial, office or restaurant. Each of the land sales could be put to the same uses. Location and use are closely linked, and the adjustment for location has already been made. No further adjustment is made for this element of comparison.

FINAL VALUATION

The adjusted unit prices for the sales are as follows:

Land Sale No.	Adjusted Price/ SF
1	\$18.56
2	\$19.33
3	\$21.10
4	\$21.02
5	\$20.58

The range of adjusted unit prices is narrow due to the similarity of the sites. Since each of the sales has already been adjusted to the land concerned, equal weight can be placed on them. Considering all of the foregoing discussion, the unit value for the land concerned is \$20.14 per square foot.

The quantity of the comparable data is sufficient to have an overview of the market for land similar to the appraised parcel. The quality of the data is good in that it provides a sound basis to develop opinions of value for the land under appraisal. Based on the analysis and conclusions presented within the report, it is our opinion that the Market Value of the Fee Simple Estate of the Subject Property as of February 10, 2021 is:

29,300 square feet x \$20.14 per square foot =

VALUE BY SALE COMPARISON APPROACH

FIVE HUNDRED NINETY THOUSAND DOLLARS

\$590,000

CERTIFICATION

I certify that, to the best of my knowledge and belief, the statements contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions. I have no present or prospective interest in the property that is the subject of this report, and I have no bias or personal interest with the parties involved.

The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. The analyses, opinions and conclusions were also developed and the report prepared in conformity with the Uniform Standards of Professional Appraisal Practice, which is included in the Appraisal Institute's Standards, and Chapter 475, Part II F.S.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. The use of this report is *(also)* subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board.

I have visited the property that is the subject of this report on February 10, 2021.

Jesse B. Vance, Jr. and Claudia Vance are responsible for the analyses, conclusions and opinions concerning real estate set forth in this report. No one else has provided significant professional service to the persons signing this report.

The Appraisal Institute and the American Society of Appraisers each conduct programs of continuing education for their designated members. As of the date of this report, Jesse B. Vance, Jr. and Claudia Vance have completed the requirements of the continuing education program of the Appraisal Institute. Continuing educational requirements are also completed for the American Society of Appraisers and the State of Florida.



February 10, 2021

Jesse B. Vance, Jr., MAI, SRA, ASA
Florida State-Certified General Real Estate Appraiser No. RZ-85



February 10, 2021

Claudia Vance, MAI
Florida State-Certified General Real Estate Appraiser No. RZ-173

CERTIFICATION AND LIMITING CONDITIONS

The statements and conclusions contained in this report, subject to the limiting conditions hereafter cited, are correct to the best of the writers' knowledge.

1. The undersigned have personally inspected the subject of this report. No pertinent information has been knowingly withheld.
2. Unless specifically included, the subject is analyzed as though free and clear of liens and encumbrances.
3. No responsibility is assumed for legal matters, nor is an opinion of title rendered. Title is assumed to be good and held in Fee Simple, unless excepted.
4. Legal descriptions and property dimensions have been furnished by others; no responsibility for their correctness is assumed. Sketches which may be in the report are for illustrative purposes only.
5. Possession of any copy of this report does not carry with it the right of publication, duplication, or advertising using the writers' names or professional designations or membership organizations.
6. The writers are not required to testify without prior agreement.
7. Neither the employment to make this appraisal nor compensation therefore is contingent on the value reported.
8. Where divisions are made between land, improvements, etc., the values estimated for each apply only under the cited use or uses.
9. The value applies ONLY as of the date of valuation stated within the report.
10. The writers certify that they have no present, past or contemplated interest in the subject of this report - unless specifically stated.
11. This report is the property of the indicated client. It may not be used by any other party for any purpose not consistent with the written function of this report without the express written consent of the writers AND client.
12. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice and Conduct of the Appraisal Institute. The work also conforms to the Uniform Standards of Professional Appraisal Practice.
13. Soil or sub-soil contamination may exist from current or prior users, or users outside the property concerned. The appraisers are not qualified to detect such substances. We urge the client to retain an expert in this field if desired.
14. The appraisers have not been provided a Habitat Survey, Endangered Species Survey, or analysis by a qualified environmental specialist indicating the presence of or proximity to environmentally sensitive and/or protected land or species which could affect the use, and possibly, value of the appraised property. The appraisers are not qualified to identify these factors. We recommend that an expert be hired where there may be reasonable cause to expect the presence of any of the cited elements.
15. Jesse B. Vance, Jr. and Claudia Vance are responsible for the analyses, conclusions, and opinions of real estate set forth in this report. No one else provided significant professional assistance to the signers of this report.
16. Prospective value is based on current conditions and trends. The appraisers cannot be held responsible for unforeseeable events which might alter market conditions upon which market value opinion has been developed.
17. The appraisers certify that they have the knowledge and experience required to perform this appraisal assignment.
18. The appraisers reserve the right to amend or change this report at any time additional market information is obtained which would significantly affect the value.



Jesse B. Vance, Jr., MAI, SRA, ASA
State-Certified General Real Estate Appraiser No. RZ 85 February 10, 2021



Claudia Vance, MAI
State-Certified General Real Estate Appraiser No. RZ 173 February 10, 2021

ADDENDA

Prepared by and return to:

Erik Wesoloski, Esq.
Wesoloski Carlson, P.A.
848 Brickell Avenue Suite 300
Miami, FL 33131

File Number: F09-7011a
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 30th day of November, 2010 between ELF LLC, a Florida limited liability company whose post office address is 231 SW 65th Avenue, Hollywood, FL 33023, grantor, and City of Tamarac, a Florida Municipality Corporation, a Florida municipality whose post office address is 8261 W. Commercial Boulevard, Fort Lauderdale, FL 33351, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Broward County, Florida** to-wit:

Lot 3, Less the South 7 Feet thereof, Block 7, of LYONS COMMERCIAL SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 69, Page 42, of the Public Records Broward County, Florida.

Parcel Identification Number: 49-4109-04-0120

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

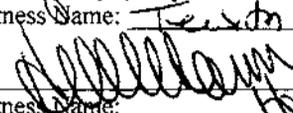
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2009**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

DoubleTimes

3

Signed, sealed and delivered in our presence:


 Witness Name: Teresita Somonte

 Witness Name: _____

 Witness Name: _____

 Witness Name: _____

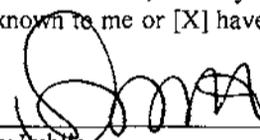
ELF LLC
 By: _____
 Carlos Frias, as Manager

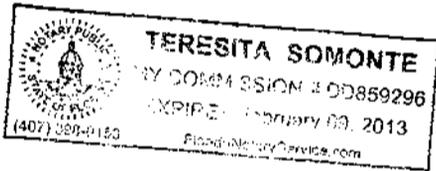
By: 
 Christine M. Frias, as Manager

State of Florida
 County of Miami-Dade

The foregoing instrument was acknowledged before me this 30th day of November, 2010 by Christine M. Frias as manager of ELF LLC, on behalf of the corporation. They are personally known to me or have produced a driver's license as identification.

[Notary Seal]


 Notary Public
 Printed Name: Teresita Somonte
 My Commission Expires: 2/9/2013



Signed, sealed and delivered in our presence:

Witness Name: [Signature]

Witness Name: Carmen Sanchez
Carmen Sanchez

Witness Name: _____

Witness Name: _____

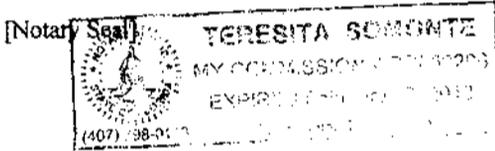
ELF LLC

By: [Signature]
Carlos Frias, as Manager

By: _____
Christine M. Frias, as Manager

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 30th day of November, 2010 by Carlos Frias, as Manager and Christine M. Frias of ELF LLC, on behalf of the corporation. They are personally known to me or have produced a driver's license as identification.



[Signature]
Notary Public
Printed Name: Teresita Somonte
My Commission Expires: 11/17/2012

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 30th day of November, 2010 by Christine M. Frias, who is personally known or has produced a driver's license as identification.

[Notary Seal]

Notary Public
Printed Name: _____
My Commission Expires: _____

MU-G: Mixed-Use General. This district is intended to encourage the creation of community-serving mixed commercial and residential development at a higher scale than is appropriate for the MU-N or MU-C districts. The district is intended for use at important nodes in the City on larger sites. The district is intended to include commercial, institutional, recreational, and service facilities needed to support surrounding neighborhoods and the community at-large. Medium- to higher-density housing should be incorporated within or located around the district.

Table 10-2.3: Dimensional Standards for Mixed-Use and Nonresidential Districts

		MU-N	MU-C	MU-G	NC	BP
Lot Standards, Min						
Lot Area (sq ft)		20,000	30,000	30,000	20,000	
Width (ft)		100	150	150	100	100
Lot Cover, max (%)	Roofed area	40	40	40	40	60
	Total impervious	70	70	70	70	70
Landscaped pervious area, min (%)		30	30	30	30	30
Setbacks, Min (ft)						
Front [1]		25	25	0	25	50
Side	Interior	10	10	10	10	35
	Corner	15	15	15	15	35
Rear		10	10	10	10	35

Table 10-2.3: Dimensional Standards for Mixed-Use and Nonresidential Districts

	MU-N	MU-C	MU-G	NC	BP
Adjacent to Residential District	25	25	25	25	50
Building Standards					
Height, max (ft)	40	50	70	40	50; if adjacent to residential then 35
Net Floor Area, max (%)	40	40	-	35	-
Density Standards					

SUMMARY OF 2020-2021 USPAP (Uniform Standards of Professional Appraisal Practice)
Standard Rule 2: Real Property Appraisal, Reporting

In reporting the results of a real property appraisal, an appraiser must communicate each analysis, opinion, and conclusion in a manner that is not misleading. STANDARD 2 addresses the content and level of information required in a report that communicates the results of the real property appraisal. STANDARD 2 does not dictate the form, format, or style of real property appraisal reports. The substantive content of a report determines its compliance.

STANDARDS RULE 2-1

Each written or oral real property appraisal report must:

- (a) clearly and accurately set forth the appraisal in a manner that will not be misleading;*
- (b) contain sufficient information to enable the intended users of the appraisal to understand the report properly; and*
- (c) clearly and accurately disclose all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment.*

STANDARDS RULE 2-2

Each written real property appraisal report must be prepared under one of the following options and prominently state which option is used: Appraisal Report or Restricted Appraisal Report.

An appraiser may use any other label in addition to, but not in place of, the labels set forth in this Standards Rule for the type of report produced. The use of additional labels such as analysis, consultation, evaluation, study, or valuation does not exempt an appraiser from adherence to USPAP. The report content and level of information requirements in this Standards Rule are minimal for each type of report. An appraiser must supplement a report form, when necessary, to insure that any intended user of the appraisal is not misled and that the report complies with the applicable content requirements.

(a) The content of an appraisal report must be appropriate for the intended use or the appraisal and, at a minimum:

- (i) state the identity of the client, or if the client requested anonymity, state that the identity is withheld at the client's request but is retained in the appraiser's workfile;*
- (ii) state the identity of any other intended users by name or type;*
- (iii) state the intended use of the appraisal;*
- (iv) contain information, documents, and/or exhibits sufficient to identify the real estate involved in the appraisal, including the physical, legal, and economic property characteristics relevant to the assignment;*
- (v) state the real property interest appraised;*
- (vi) state the type and definition of value and cite the source of the definition;*
- (vii) state the effective date of the appraisal and the date of the report;*
- (viii) summarize the scope of work used to develop the appraisal;*
- (ix) summarize the extent of any significant real property appraisal assistance;*

SUMMARY OF 2020–2021 USPAP (Uniform Standards of Professional Appraisal Practice)
Standard Rule 2: Real Property Appraisal, Reporting

- (x) *provide sufficient information to indicate that the appraiser complied with the requirements of STANDARD 1 by:*
- (1) *summarizing the appraisal methods and techniques employed;*
 - (2) *stating the reasons for excluding the sales comparison, cost, or income approach(es) if any have not been developed;*
 - (3) *summarizing the results of analyzing the subject sales, options, and listings in accordance with Standards Rule 1-5;*
 - (4) *stating the value opinion(s) and conclusions(s); and*
 - (5) *summarizing the information analyzed and the reasoning that supports the analyses opinions, and conclusions, including reconciliation of the data and approaches;*
- (xi) *state the use of the real estate existing as of the effective date and the use of the real estate reflected in the appraisal;*
- (xii) *when an opinion of highest and best use was developed by the appraiser, state that opinion and summarize the support and rationale for that opinion;*
- (xiii) *clearly and conspicuously:*
- *state all extraordinary assumptions and hypothetical conditions, and*
 - *state that their use might have affected the assignment results, and*
- (xiv) *include a signed certification in accordance with Standards Rule 2-1.*

STANDARDS RULE 1-5

When the value opinion to be developed is market value, if such information is available in the normal course of business:

- a) *analyze all agreements of sale, options, or listings of the subject property current as of the effective date of the appraisal;*
- b) *analyze all sales of the subject property that occurred within the three (3) years prior to the effective date of the appraisal.*

475.611 Florida Statutes: Definitions.-

(1) As used in this part, the term:

(a) "Appraisal" or "Appraisal Services" means the services provided by certified and licensed appraisers or registered trainee appraisers, and includes:

1. "Appraisal assignment" denotes an engagement for which a person is employed or retained to act, or could be perceived by third parties or the public as acting, as an agent or a disinterested third party in rendering an unbiased analysis, opinion, review, or conclusion relating to the nature, quality, value, or utility of specified interests in, or aspects of, identified real property.
2. "Analysis assignment" denotes appraisal services that relate to the employer's or client's individual needs or investment objectives and includes specialized marketing, financing, and feasibility studies as well as analyses, opinions, and conclusions given in connection with activities such as real estate brokerage, mortgage banking, real estate counseling, or real estate consulting.
3. "Appraisal review assignment" denotes an engagement for which an appraiser is employed or retained to develop and communicate an opinion about the quality of another appraiser's appraisal, appraisal report, or work. An appraisal review may or may not contain the reviewing appraiser's opinion of value.

(b) "Appraisal Foundation" or "foundation" means the Appraisal Foundation established on November 20, 1987, as a not-for-profit corporation under the laws of Illinois.

(c) "Appraisal report" means any communication, written or oral, of an appraisal, appraisal review, appraisal consulting service, analysis, opinion, or conclusion relating to the nature, quality, value, or utility of a specified interest in, or aspect of, identified real property, and includes any report communicating an appraisal analysis, opinion, or conclusion of value, regardless of title. However, in order to be recognized in a federally related transaction, an appraisal report must be written.

(d) "Appraisal review" means the act or process of developing and communicating an opinion about the quality of another appraiser's appraisal, appraisal report, or work.

(e) "Appraisal subcommittee" means the designees of the heads of the federal financial institutions regulatory agencies established by the Federal Financial Institutions Examination Council Act of 1978 (12 U.S.C. ss. 3301 et seq.), as amended.

(f) "Appraiser" means any person who is a registered trainee real estate appraiser, licensed real estate appraiser, or a certified real estate appraiser.

An appraiser renders a professional service and is a professional within the meaning of 95.11(4)(a).

(g) "Board" means the Florida Real Estate Appraisal Board established under this section.

(h) "**Certified General Appraiser**" means a person who is certified by the department as **qualified to issue appraisal reports for any type of real property**

(i) "Certified Residential Appraiser" means a person who is certified by the department as qualified to issue appraisal reports for residential real property of one to four residential units, without regard to transaction value or complexity, or real property as may be authorized by federal regulation.

(j) "Department" means the Department of Business and Professional Regulation.

2020 FLORIDA STATUTES

[Title XXXII](#)
REGULATION OF PROFESSIONS
AND OCCUPATIONS

[Chapter 475](#)
REAL ESTATE BROKERS, SALES
ASSOCIATES, SCHOOLS, AND
APPRAISERS

[View Entire
Chapter](#)

475.628 Professional standards for appraisers registered, licensed, or certified under this part.—

(1) The board shall adopt rules establishing standards of professional practice which meet or exceed nationally recognized standards of appraisal practice, including standards adopted by the Appraisal Standards Board of the Appraisal Foundation. Each appraiser registered, licensed, or certified under this part must comply with the rules. Statements on appraisal standards which may be issued for the purpose of clarification, interpretation, explanation, or elaboration through the Appraisal Foundation are binding on any appraiser registered, licensed, or certified under this part, upon adoption by rule of the board.

(2) The board may adopt rules establishing standards of professional practice other than standards adopted by the Appraisal Standards Board of the Appraisal Foundation for nonfederally related transactions. The board shall require that when performing an appraisal or appraisal service for any purpose other than a federally related transaction, an appraiser must comply with the Ethics and Competency Rules of the standards adopted by the Appraisal Standards Board of the Appraisal Foundation, and other requirements as determined by rule of the board. An assignment completed using alternate standards does not satisfy the experience requirements under s. [475.617](#) unless the assignment complies with the standards adopted by the Appraisal Standards Board of the Appraisal Foundation.

History.—ss. 9, 11, ch. 91-89; s. 4, ch. 91-429; s. 35, ch. 98-250; s. 22, ch. 2012-61; s. 9, ch. 2017-30.



Jesse B. Vance, Jr., MAI, SRA, ASA, MBA

Appraiser · Real Estate Analyst · Reviewer · Expert Witness

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Web Page: www.vancerealestateservice.com

Vance Real Estate Service is a Veteran-Owned Small Business (VOSB) and Florida Certified SDVBE Minority Business Enterprise specializing in personalized real estate valuation services in Florida for over 35 years. Currently registered in "SAM" (U.S. Government System for Award Management – DUNS 826494957). Designated appraisers perform the appraisal work, no trainees. Jesse B. Vance, Jr., MAI, SRA, ASA, MBA and Claudia Vance, MAI are qualified as expert witnesses for eminent domain, bankruptcies, deficiency judgments, marriage dissolution, and estate valuations. Our firm values most types of real property interests for sale, mortgage loans, litigation and investment reasonably, timely and professionally. As licensed real estate brokers, we perform most other real property functions. We also do "Valuations for Financial Reporting."

PROFESSIONAL QUALIFICATIONS

A) PROFESSIONAL DESIGNATIONS/ DEGREES/ LICENSES & CERTIFICATIONS

MAI DESIGNATION - APPRAISAL INSTITUTE/Life Member No. 8781

SRA DESIGNATION - APPRAISAL INSTITUTE/Life Member No. 8781

ASA DESIGNATION - AMERICAN SOCIETY OF APPRAISERS (RE-Urban) #003439

MBA DEGREE - REAL ESTATE MANAGEMENT AND DEVELOPMENT

STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER #RZ-85 (Florida)

FLORIDA STATE LICENSED REAL ESTATE BROKER NO. BK. 91050

REGISTERED VETERAN-OWNED SMALL BUSINESS (CCR/Duns 826494957)

FLORIDA CERTIFIED SDVBE BUSINESS ENTERPRISE (Minority Business Enterprise - MBE)

FLORIDA "D.E.P." APPROVED APPRAISER

Currently registered in "SAM" (U.S. Government System for Award Management).

B) QUALIFIED AS AN EXPERT WITNESS IN REAL ESTATE VALUATION

1. U.S. Court of Appeals, Eleventh Circuit
2. U.S. District Court, Southern District of South Florida
3. U.S. District Court, New Jersey
4. U.S. Bankruptcy Court, Southern District of Florida
5. U.S. Bankruptcy Court, District of New Jersey
6. U.S. Bankruptcy Court, Western (Pittsburgh) Division of Pennsylvania
7. Florida Circuit Courts: Broward, Dade, Palm Beach, Lee, Collier, Martin, and Okeechobee Counties
8. Appraiser on landmark eminent domain cases: TESSLER, NESS TRAILER PARK, PATEL, SIMPSON v. FILLICHIO, RUBANO, PALM BEACH COUNTY (FL) vs. COVE CLUB INVESTORS, LTD.

C) EXPERIENCE Over thirty-five (35) years appraising and analyzing real property interests in South Florida.

Partial list: RESIDENCES, RESTAURANTS/BARS, APARTMENT BUILDINGS, OFFICE BUILDINGS, HOTELS/MOTELS, CHURCHES, CONDOMINIUMS/COOPS, HOSPITALS & NURSING HOMES, VACANT LAND, GOLF COURSES, GOLF CLUBS, GASOLINE SERVICE STATIONS, MARINAS, TRAILER PARKS, SHOPPING CENTERS, BANKS/THRIFT INSTITUTIONS, BOWLING ALLEYS, P.U.D.'S, INDUSTRIAL BUILDINGS, TIME-SHARE DEVELOPMENTS, ROCK PITS, SCHOOLS, AGRICULTURAL PROPERTIES, WATER MANAGEMENT DISTRICT, MARKETABILITY, FEASIBILITY ANALYSES, INVESTMENT ANALYSES, AUTO SALES FACILITIES, LEASE VALUATIONS, TAX & ASSESSMENT APPEALS, CONDEMNATION, EXPERT WITNESS (Member National Forensic Center), BUSINESS ENTERPRISE VALUATIONS (BEV), (VFR) VALUATION FOR FINANCIAL REPORTING, AVIGATION & CLEARANCE EASEMENTS, ESTATES, DIVORCES, PLANNING/LAND USE STUDIES, HIGHEST & BEST USE ANALYSES, DEPRECIATION ANALYSES, COMPONENT APPRAISALS, ENVIRONMENTALLY SENSITIVE LAND, CONTAMINATED PROPERTIES, SUGARCANE & TURFGRASS LAND, DAY CARE CENTERS, SELF-STORAGE FACILITIES, FUNERAL HOMES, ANIMAL HOSPITALS, SUBMERGED LAND, CITY CENTERS, etc.

D) PARTIAL LIST OF CLIENTS

PRIVATE INDIVIDUALS AND CORPORATIONS, ATTORNEYS, ACCOUNTANTS, TRUST DEPARTMENTS, COMMERCIAL BANKS: Wells Fargo; BankAtlantic; SunTrust; American National Bank; Landmark Bank; City National Bank; BankUnited; Gateway American Bank; State Farm Bank; Englewood Bank & Trust; SAVINGS & LOANS, INSURANCE COMPANIES, REAL ESTATE INVESTMENT TRUSTS, & REAL ESTATE TRANSFER COMPANIES, TITLE INSURANCE COMPANIES; **FLORIDA CITIES:** FORT LAUDERDALE, PLANTATION, COOPER CITY, TAMARAC, LAUDERHILL, BOCA RATON, DEERFIELD BEACH, OAKLAND PARK, WILTON MANORS, HOLLYWOOD, WEST PALM BEACH, DELRAY BEACH, HALLANDALE, PEMBROKE PINES, COOPER CITY, TOWN OF DAVIE, TOWN OF SOUTHWEST RANCHES, MIRAMAR. **FLORIDA COUNTIES:** BROWARD, PALM BEACH, COLLIER, OKEECHOBEE; BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS; OKEECHOBEE BOARD OF COUNTY COMMISSIONERS. **SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, BROWARD COUNTY HOUSING AUTHORITY, STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (DOT); STATE OF FLORIDA DIVISION OF GENERAL SERVICES(GSA); N. BROWARD GENERAL HOSPITAL DISTRICT; STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Approved Vendor); U.S. TREASURY DEPARTMENT (General Counsel, I.R.S.); U.S. MARSHAL'S SERVICE – U.S. ATTORNEY'S OFFICE CENTRAL DIVISION – U.S. Dept. of Justice; VETERANS ADMINISTRATION**

E) EDUCATIONAL BACKGROUND - (Partial List)

BACHELOR OF ARTS - Earlham College, Richmond, Indiana (1954)

MBA (Nova University) - Real Estate Management & Development (National Dean's List 1991)

Course 1 (AIREA) - Basic Principles of Appraising
 Course 2 (AIREA) - Urban Property Valuation (Income)
 Course 4 (AIREA) - Condemnation Appraising
 Course 6 (AIREA) - Income Capitalization & Analysis
 Course 101 (SREA) - Introduction to Appraising
 Course 201 (SREA) - Income Property Valuation, Theory
 Course 202 (SREA) - Applied Income Property Valuation
 Course 301 (SREA) - Applications/Appraisal Analysis
 Symposium (SREA) - Market Analysis, 1978, Virginia
 Symposium (SREA) - Market Analysis, 1979, Arizona
 Symposium (SREA) - Market Analysis, 1980, South Carolina
 Symposium (SREA) - Market Analysis, 1981, Tennessee
 Symposium (SREA) - Market Analysis, 1982, New Mexico
 Symposium (SREA) - Market Analysis, 1983, Pennsylvania
 Symposium (SREA) - Market Analysis, 1984, Georgia
 Symposium (SREA) - Market Analysis, 1985, Vancouver, B.C.
 Symposium (SREA) - Market Analysis, 1986, New Jersey
 Clinic (SREA) - #201 Instructor, 1987, U. of Illinois
 Clinic (SREA) - #201 Instructor, 1988, Illinois
 Seminar (SREA) - Professional Practice, 1988, Florida
 Symposium (SREA) - Market Analysis, 1988, California
 Symposium (SREA) - Market Analysis, 1989, Minnesota

MBA Graduate School Courses: 1990 – 1991

Successfully completed the following graduate school courses:

- "Regulation of Real Estate Development"
- "Legal Issues In Real Estate"
- "Organizational Behavior and Management"
- "Real Estate Economics"
- "Urban Infrastructure & Environmental Analysis"
- "Marketing Management for Real Estate"
- "Construction Technology and the Building Development Process"
- "Real Properties Management"
- "Market Analysis and Site Selection"
- "Human Resource Management"
- "R. E. Finance: Instruments, Institutions & Investment Analysis"
- "Real Estate Accounting"
- "Commercial Real Estate Lending"

SEMINAR (AI) - Cost Approach (1992/Boston)
 SEMINAR (AI) - Rates & Ratios (1992/Boston)
 SEMINAR (AI) - International Appraising (1992/Boston)
 SEMINAR (AI) - Litigation Valuation/Mock Trial (1993)
 SEMINAR (AI) - ADA ACT (1993/Reno)
 SEMINAR (AI) - Hotel Valuation (1993)
 SEMINAR (AI) - Income Capitalization, Methods (1993)
 SEMINAR (AI) - Powerlines/Electromagnetic Radiation (1994)
 SEMINAR (AI) - Verifying Market Data (1994)
 SEMINAR (AI) - Market Studies for Appraisals (1994)
 SEMINAR (AI) - Florida Appraiser Core Law (USPAP/1994)

E) EDUCATIONAL BACKGROUND - (Partial List, continued)

- SEMINAR (AI) - Limited Appraisals & Reports (USPAP/1994)
- SEMINAR (AI) - Public Safety & Property Values (1995)
- SEMINAR (AI) - Outparcel Valuation (1995)
- SEMINAR (AI) - Computer Technology Video Conference (1995)
- SEMINAR (AI) - The Internet & the Appraiser (1996)
- SEMINAR (AI) - Florida Commercial Construction (1996)
- SEMINAR (AI) - Real Property Rights in Florida (1996)
- COURSE (AI) - USPAP & Florida Real Estate Core Law (1996)
- SEMINAR (AI) - Valuation of Trees (1997)
- 3-DAY COURSE - Environmental Permitting/Mitigation/Mitigation Banking/Contamination Risk Management-Liability/Wetlands/ Hazardous Wastes/Lender Liability (1997/Marco Beach, FL)
- SEMINAR (AI) - Valuation of Transferable Development Rights [TDR's] (1997)
- COURSE (AI) - Standards of Professional Practice, Part C, 15 hour Course #430 (1997)
- SEMINAR (AI) - Non-Conforming Uses (1998)
- SEMINAR (AI) - The Impact of Contamination on Real Estate Value (1998)
- COURSE (AI) - USPAP & Florida Real Estate Core Law (1998)
- SEMINAR (AI) - Econometrics/Statistical Valuation Methods (1999)
- COURSE (AI) - 14 Hour (2-day) Advanced Spreadsheet Modeling for Valuation Applications
- SEMINAR (AI) - Globalization of Real Estate/What U.S. Appraisers Need to Know (1999)
- SEMINAR (AI) - The Role of the Appraiser in Alternative Dispute Resolution (Mediation/Arbitration) (1999)
- SEMINAR (AI) - Technology Forum Part II/Intermediate (1999)
- SEMINAR (AI) - Client Satisfaction/Retention/Development (1999)
- SEMINAR (AI) - Attacking and Defending an Appraisal (1999)
- SEMINAR (AI) - Federal Appraisal Requirements ("Yellow Book") (2000)
- SEMINAR (AI) - Regression Analysis in Appraisal Practice: Concepts & Applications (2000)
- SEMINAR (AI) - Analyzing Income Producing Properties (2000)
- SEMINAR (ATIF) - 1031 Tax Deferred Exchanges (2000)
- COURSE (AI) - USPAP & Florida Real Estate Core Law (2000)
- SEMINAR (AI) - Mediation & Alternate Dispute Resolution Seminar (2001)
- SEMINAR (AI) - State of the Appraisal Profession (2001)
- 2-Day SEMINAR - Eminent Domain, by CLE International, Tampa, Florida (2001)
- SEMINAR (AI) - Ad Valorem Assessment Process in Florida (2002)
- SEMINAR (AI) - Role of Real Estate Appraisers in Bankruptcy Proceedings (2002)
- SEMINAR (AI) - Appraisers & the Gramm-Leach-Bliley Federal Privacy Act (2002)
- SEMINAR (AI) - How to Appraise the Ugly House (2002)
- COURSE (AI) - 2-Day Course #430, Standards of Professional Practice, Part C (2002)
- SEMINAR (AI) - Market Trends for 2003 (2003)
- SEMINAR (AI) - Update on Code of Professional Ethics (2003)
- PANEL (AI) - Moderator "Industry, Consumer & Congressional Views on Predatory Lending" D.C. (2003)
- SEMINAR (AI) - Florida State Law for Real Estate Appraisers (2003)
- SEMINAR (AI) - Appraisal Agreements (2003)
- SEMINAR (AI) - Analyzing Distressed Real Estate (2004)
- SEMINAR (AI) - Valuation for Financial Reporting Purposes (2004)
- SEMINAR (AI) - 7 Hour National USPAP Update Course #1400 (2004)
- SEMINAR (AI) - Inverse Condemnation (2004)
- SEMINAR (AI) - Appraiser Independence in the Loan Process (2004)
- SUMMIT (AI) - Moderator at 2-day Appraisal Summit in Washington, D.C. (12/2004)
- SEMINAR (AI) - Loss Prevention Program for Real Estate Appraisers (2005)
- SEMINAR (AI) - Valuation of Wetlands (7/2005)
- SEMINAR (AI) - Tri-County Residential Symposium (8/2005)
- SEMINAR (AI) - "Cool Tools" Internet Resources and Use for Valuation (2/2006)
- SEMINAR (AI) - FREAB 7-Hour National USPAP Update (5/2006)
- SEMINAR (AI) - FREAB 3-Hour Florida State Law for Real Estate Appraisers (5/2006)
- SEMINAR (AI) - USPAP Scope of Work & New Requirements (8/2006)
- SEMINAR (AI) - USPAP Reappraising, Readdressing & Reassigning Appraisal Reports (2/2007)
- SEMINAR (AI) - AI Summary Appraisal Report/Residential (4/07)
- COURSE (Fla.) - 14-Hour Continuing Education (including 3-Hour Florida Core Law) (7/2007)
- SEMINAR (AI) - Real Estate Fraud: Appraisers Beware! (8/2007)
- SEMINAR (AI) - Florida Law for Real Estate Appraisers (11/2007)
- COURSE (AI) - Business Practices and Ethics – 8 hours (12/2007)
- SEMINAR (AI) - Supervisor Trainee Roles and Rules (2/2008)
- SEMINAR (AI) - 7 Hour National USPAP (4/2008)
- SEMINAR (AI) - USPAP Hypothetical Conditions & Extraordinary Assumptions (5/2008)
- SEMINAR (AI) - Litigation Skills for the Appraiser – 7-Hour Seminar (9/2008)
- SEMINAR (AI) - Public Sector Appraising (2/2009)

E) EDUCATIONAL BACKGROUND - (Partial List, continued)

- WEBINAR (AI) - Develop an Effective Marketing Plan (3/2009)
- SEMINAR (AI) - Inspecting the Residential “Green House” (4/2009)
- SEMINAR (AI) - Property Tax Assessment (5/2010)
- SEMINAR (AI) - Supervisor Trainee Roles and Rules (7/2010)
- SEMINAR (AI) - Florida Law for Real Estate Appraisers (7/2010)
- SEMINAR (AI) - 7-Hour Introduction to Valuation for Financial Reporting – Chicago (5/2009)
- SEMINAR (AI) - Government Regulations & Their Effect on R.E. Appraising (8/2009)
- SEMINAR (AI) - R.E.Market: How We Got Here, Where We Are, Where We’re Going (10/2009)
- SEMINAR (AI) - 7 Hour National USPAP Update Course (10/1/2010)
- COURSE (AI) - 7 Hour Introduction to Conservation Easement Valuation (12/10/2010)
- SEMINAR (AI) - The Real Estate Market (2/18/2011)
- COURSE (AI) - 16 Hours Uniform Appraisal Standards for Federal Land Acquisitions (“Yellow Book”) (2/25-26/2011)
- WEBINAR (AI) - Real Estate Industry Perspectives on Lease Accounting (4/7/2011)
- COURSE (AI) - 15 Hour Appraisal Curriculum Overview (5/19-20/2011)
- WEBINAR (AI) - 2-hour Investment Property Accounting Standards (6/8/2011)
- SEMINAR (AI) - 3 Hour Spotlight on USPAP – Agreement for Services (7/15/2011)
- COURSE (AI) - 14 Hours (2-day) Advanced Excel Spreadsheet Modeling for Valuation Applications (9/22 & 9/23/2011)
- SEMINAR (AI) - Trial Components (11/4/11)
- SEMINAR (AI) - Lessons from the Old Economy Working in the New (1/20/2012)
- 7-Hour USPAP - National USPAP Update (3/9/2012)
- 3-Hour Fla. Law - State Law Update (3/9/2012)
- SEMINAR (AI) - Appraisal Review for General Appraisers (4/12/2012)
- SEMINAR (AI) - Land Valuation (4/20/2012)
- SEMINAR (AI) - The Valuation of Warehouses (6/22/2012)
- SEMINAR (AI) - Town Hall Meeting: 2012 Appraisal Institute Forum (7/12/2012)
- SEMINAR (AI) - IRS Valuation (7/19/2012)
- SEMINAR (AI) - 7 Hour Business Practices and Ethics Course (12/7/2012)
- SEMINAR (AI) - Real Estate Forecast 2013 (1/25/2013)
- COURSE (AI) - 7 Hour Advanced Marketability Studies (5/6/2013)
- SEMINAR (AI) - Developing a Supportable Workfile (11/15/2013)
- SEMINAR (AI) - Florida Appraisal Law Course (2/7/2014)
- SEMINAR (AI) - Liability Issues for Appraisers performing Litigation & Non-Lending Work (2/24/2014)
- COURSE (AI) - 7 Hour National USPAP Update Course (4/25/2014)
- SEMINAR (AI) - Economic Conditions (5/16/2014)
- SEMINAR (AI) - Fundamentals of Going Concerns (7/16/2014)
- SEMINAR (AI) - Litigation Assignments for Residential Appraisers (7/24/2014)
- SEMINAR (AI) - Economic Engines of Miami-Dade County, Florida (1/23/2015)
- SEMINAR (AI) - Economic Engines Driving Broward County, Florida (5/15/2015)
- 3-Hour Fla.Law - Florida Real Estate Broker 14-hour Continuing Education Course (incl. 3 hour core law) with exam (9/2015)
- SEMINAR (AI) - Drone Technology & its Effect on Real Estate Valuations (11/2015)
- SEMINAR (AI) - Loss Prevention for Real Estate Appraisers (1/22/2016)
- COURSE (AI) - 7-Hour National USPAP Update Course (4/22/2016)
- SEMINAR (AI) - 3-Hour Florida Appraisal Law (4/22/2016)
- SEMINAR (AI) - 4-Hour Appraisals in the Banking Environment (5/6/2016)
- SEMINAR (AI) - Appraising the Tough One: Mixed Use Properties (8/19/2016)
- SEMINAR (AI) - 4-Hour Business Practices & Ethics (12/02/2016) 5-Year Requirement
- WEBINAR (AI) - 2-Hour Yellow Book Changes – Overview for Appraisers (1/11/2017)
- SEMINAR (AI) - 3-Hours Economic Engines Driving Broward County in 2017 (1/27/2017)
- COURSE (AI) - 7-Hours: Introduction to Green Buildings Principles & Concepts (2/24/2017)
- COURSE (AI) - 4 Hours: Another View of the Tough One: Sales Comparison Approach for Mixed-Use Properties (5/19/2017)
- SEMINAR (AI) - 4 Hours: Appraising for Federal Office of Valuation Services & Yellow Book Review (8/18/2017)
- COURSE (BR) - 14 Hours Real Estate Continuing Education, including 3-Hour Florida Real Estate Core Law (9/13/2017)
- COURSE (AI) - 4-Hours: 2-4 Unit Small Residential Income Property Appraisals (11/3/2017)
- COURSE (AI) - 15 Hours “Yellow Book” Uniform Appraisal Standards for Federal Land Acquisitions – Passed Exam (11/10/2017)
- SEMINAR (AI) - 3 Hours “Hot Topics and Myths in Appraiser Liability” (1/26/2018)
- COURSE (AI) - 7-Hour National USPAP Update Course (2/9/2018)
- SEMINAR (AI) - 3 Hours Florida Appraisal Law (2/9/2018)
- SEMINAR (AI) - 3 Hours “Parking Impact on Florida Properties” (5/4/2018)
- SEMINAR (AI) - 4 Hours “Technology Tips for Real Estate Appraisers” (9/21/2018)
- SEMINAR (AI) - 3 Hours “Airport Appraisals” (01/25/2019)
- SEMINAR (AI) - 4 Hours “Understanding an Investigation by a State Appraiser Regulatory Board or Agency (5/17/2019)
- SEMINAR (AI) - The 50% FEMA Appraisal Rule (8/23/2019)
- COURSE (BR) - 14 Hours Required Education (8 hrs. Specialty Education; 3 hrs. Core Law; 3 hrs. Business Ethics (9.3.2019)
- SEMINAR (AI) - Artificial Intelligence, AVMS, and Blockchain: Implications for Valuation. (1/24/2020)

F) APPRAISAL TEACHING EXPERIENCE

Licensed by the Florida Department of Education to Teach (Certificate No. 275236). Authored and taught Residential and Commercial Real Estate Appraisal Courses for Broward County Adult Education Program. Taught Course 101 - Society of Real Estate Appraisers. Taught Course 201 - Society of Real Estate Appraisers. Taught Appraisal Seminars - Board of Realtors, ASA, SREA, and AI (Appraisal Institute). Adjunct Professor, University of Florida Division of Continuing Education: (taught Course 2, "Real Estate Principles and Practices" to prospective Florida Real Estate Brokers).

G) PROFESSIONAL OFFICES HELD/AWARDS

- NATIONAL B.O.D. MEMBER - BOARD OF DIRECTORS of APPRAISAL INSTITUTE (2006- 2008)
- AWARD - Appraisal Institute "NATIONAL PRESIDENTS AWARD" 2008
- AWARD - Appraisal Institute "LIFETIME ACHIEVEMENT AWARD" 2011
For "high ethical standards, contributions to the Appraisal Institute, Community and Appraisal Profession for at least 20 years."
- CHAIR - REGION X - All of Florida - Appraisal Institute (2008)
- VICE-CHAIR - REGION X - All of Florida - Appraisal Institute (2007)
- THIRD DIRECTOR - REGION X - All of Florida - Appraisal Institute (2006)
- FINANCE OFFICER - REGION X - All of Florida - Appraisal Institute (2006)
- PRESIDENT - BROWARD COUNTY, SOCIETY OF REAL ESTATE APPRAISERS
- PRESIDENT - BROWARD COUNTY, AMERICAN SOCIETY OF APPRAISERS
- CHAIR - FLA. STATE GOVERNMENT RELATIONS SUBCOMMITTEE OF AI
- CHAIR - FLA. STATE LEGISLATION & REGULATION SUBCOMMITTEE OF AI

G) PROFESSIONAL OFFICES HELD/AWARDS

- CHAIR - FLORIDA REALTORS COMMITTEE ON COMMITTEE REFORMS
- CHAIR - EDUCATION COMMITTEE, FT. LAUDERDALE CHAPTER AI
- CHAIR - CANDIDATES GUIDANCE COMMITTEE, FT. LAUDERDALE CHAPTER AI
- CHAIR - NATIONAL Valuation for Financial Reporting PROJECT TEAM OF AI
- VICE CHAIR & MEMBER - NATIONAL GOVERNMENT RELATIONS COMMITTEE OF AI (15 Years)
- MEMBER - NATIONAL LONG RANGE PLANNING COMMITTEE OF AI
- MEMBER - NATIONAL PUBLIC AFFAIRS COMMITTEE OF AI
- DIRECTOR - REGION X (Florida) Appraisal Institute
- MEMBER - REGION X (FLORIDA) ETHICS AND COUNSELING PANEL
- DIRECTOR - BROWARD COUNTY, FLORIDA SOCIETY OF REAL ESTATE APPRAISERS
- DIRECTOR - SOUTH FLORIDA CHAPTER AMERICAN SOCIETY OF APPRAISERS
- MEMBER - NATIONAL EXPERIENCE REVIEW PANEL MEMBER OF AI
- SPECIAL MASTER - BROWARD COUNTY BOARD OF TAX ADJUSTMENT
- COMMISSIONER - 17TH JUDICIAL CIRCUIT COURT, Broward County, FL
- MEMBER - 2013 APPRAISAL INSTITUTE NATIONAL BUSVAL PROJECT TEAM

H) PROFESSIONAL PUBLICATIONS & PRESENTATIONS

Wrote and taught a basic Residential Appraisal Course for the Broward County Adult Education Div. of the Dept. of Education;
 Wrote and taught an Income Appraisal Course for the Broward County Adult Education Division of the Department of Education;
 Co-authored and taught an appraisal course on Mortgage-Equity Capitalization for the American Society of Appraisers.
 Authored and taught a Florida State and Appraisal Institute 3-hour accredited course in "The Legislation, Regulation and Appraisal of Real Property Rights in Florida September 7, 1996.
 Presentation on "Gramm-Leach-Bliley" Federal Privacy Act of 1999 for South Florida Chapter of American Society of Appraisers on October 24, 2001.
 Presented 3-hour Florida CEU-credit seminar on "Appraisers and the Gramm-Leach-Bliley Act" before the South Florida Chapter of the Appraisal Institute on July 27, 2002.
 Presenter at 6.5 Hour CLE-credit Attorney Seminar on Florida Eminent Domain, "Valuation and Damage Issues" February 2, 2006, Fort Lauderdale, Florida

I) CIVIC INVOLVEMENT

MEMBER OF ROTARY INTERNATIONAL / PAUL HARRIS FELLOW
 MEMBER OF THE GREATER FORT LAUDERDALE OPERA GUILD
 MEMBER FLORIDA PHILHARMONIC BROWARD TRUSTEES
 MEMBER OF THE BROWARD COUNTY LIBRARY SUPPORT GROUP ("BYBLOS")
 MEMBER CIRCLE OF FRIENDS – NOVA SOUTHEASTERN LIBRARY FOUNDATION
 MEMBER NOVA SOUTHEASTERN UNIVERSITY ALUMNI ASSOCIATION
 MEMBER OF THE FORT LAUDERDALE HISTORICAL SOCIETY
 MEMBER OF THE BROWARD COUNTY MUSEUM OF THE ARTS
 MEMBER OF THE FORT LAUDERDALE / BROWARD COUNTY CHAMBER OF COMMERCE
 MEMBER OF THE BETTER BUSINESS BUREAU OF SOUTH FLORIDA
 LIFETIME HONORARY MEMBER FLORIDA SHERIFF'S ASSOCIATION
 MEMBER NATIONAL & FT. LAUDERDALE COUNCILS U.S. NAVY LEAGUE
 U.S. ARMY VETERAN WWII (RA 17212681) - HONORABLE DISCHARGE 1949



Claudia Vance, MAI

Appraiser · Real Estate Analyst · Reviewer

Vance Real Estate Service · 7481 NW 4 Street · Plantation · FL · 33317

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Web Site: www.vancerealestateservice.com

Vance Real Estate Service is a Veteran-Owned Small Business (VOSB) and Florida Certified SDVBE Minority Business Enterprise specializing in personalized real estate valuation services in Florida for over 35 years. Designated appraisers perform the appraisal work, no trainees. Our appraisals are used for financial/ mortgage loan purposes from large mixed use complexes to small owner- occupied properties. We have the qualifications for appraisals submitted to SBA.

Jesse B. Vance, Jr., MAI, SRA, ASA and Claudia Vance, MAI are qualified as expert witnesses for eminent domain, deficiency judgments, marriage dissolution, and estates. Our firm values most types of real property interests, timely, professionally, and at competitive costs.

PROFESSIONAL QUALIFICATIONS

A) PROFESSIONAL DESIGNATIONS/ LICENSES

MAI Designation - APPRAISAL INSTITUTE No. 9451
 State-Certified General Real Estate Appraiser No. RZ-173
 Florida State Licensed Real Estate Broker No. BK 0161305
 VOSB Veteran-Owned Small Business (CCR/Duns 826494957)

B) WORK HISTORY

1983 - Current Vice President - Vance Real Estate Service
 1981 – 1983 President - The Appraisal Company, Fort Lauderdale, Florida

C) QUALIFIED AS AN EXPERT WITNESS IN REAL ESTATE VALUATION

U.S. Bankruptcy Court, Southern District of Florida
 Florida Circuit Court: Broward County

D) PROFESSIONAL DEVELOPMENT PROGRAM REGISTRIES

Valuation of Sustainable Buildings: Commercial
 Valuation of Sustainable Buildings: Residential

E) **EXPERIENCE:** 35+years appraising and analyzing real property interests in South Florida.

F) APPRAISER SPECIAL MAGISTRATE FOR THE BROWARD CO VALUE ADJUSTMENT BOARD 2002-2010

Partial list of real property types valued:

High value residences, Condominiums/ Co-operatives, Office, Industrial, Multi-family, Restaurants/ bars, Auto dealerships, City Centers, Hotels/ motels, Houses of worship, Schools, Child care centers, Self-storage, Funeral home, Animal Hospital, Mixed use, Nursing homes, Gas sales stations, Marinas, Mobile home parks, Shopping centers, Country clubs/ golf courses, Financial institutions, Bowling centers, Vacant land, Agricultural properties, Environmentally sensitive land

Types of Reports:

Market Value, Eminent Domain, Marketability, Feasibility, Highest and Best Use, Investment Analyses, Partial Interests, Easement Valuations, Estate planning, Marriage dissolution, Land use studies, Damage/ Contamination studies

G) PARTIAL LIST OF CLIENTS –

PRIVATE: Individuals, Corporations, Attorneys, Accountants, Habitat for Humanity, Seminole Tribe of Florida

COMMERCIAL BANKS: Wells Fargo; BankAtlantic; SunTrust; Citigroup; Space Coast Credit Union; State Farm Bank; Florida Shores Bank; American National Bank; Landmark Bank; City National Bank; Englewood Bank & Trust

SAVINGS & LOANS, INSURANCE COMPANIES, REAL ESTATE INVESTMENT TRUSTS, & REAL ESTATE TRANSFER COMPANIES, TITLE INSURANCE COMPANIES

FLORIDA CITIES: Fort Lauderdale, Plantation, Cooper City, Deerfield Beach, Tamarac, Oakland Park, Wilton Manors, Davie, Hollywood, Pembroke Pines, Hallandale Beach, Lauderdale, Southwest Ranches, Miramar, Boca Raton, Boynton Beach, West Palm Beach, Delray Beach

FLORIDA COUNTIES and AGENCIES: Broward, Palm Beach, Broward County Board of County Commissioners, School Board of Broward County, Broward County Housing Authority

STATE OF FLORIDA Department of Transportation (FDOT), Department of Environmental Protection

U.S. Department of Veterans Affairs, U.S. Department of Treasury (IRS), U.S Marshall's Service, U.S. Attorney

H) EDUCATIONAL BACKGROUND**Academic:**

Bachelor of Arts Degree – University of New Orleans, New Orleans, LA – Major: English

Professional:

Symposium (SREA) - Market Analysis, 1983, Philadelphia
 Symposium (SREA) - Market Analysis, 1984, Atlanta
 Symposium (SREA) - Market Analysis, 1985, Vancouver
 Symposium (SREA) - Market Analysis, 1986, Atlantic City
 Symposium (SREA) - Market Analysis, 1988, Los Angeles
 SEMINAR (AI) - Cost Approach (1992/Boston)
 SEMINAR (AI) - Rates & Ratios (1992/Boston)
 SEMINAR (AI) - International Appraising (1992/Boston)
 SEMINAR (AI) - Litigation Valuation/Mock Trial (1993)
 SEMINAR (AI) - ADA ACT (1993/Reno)
 SEMINAR (AI) - Hotel Valuation (1993)
 SEMINAR (AI) - Income Capitalization, Methods (1993)
 SEMINAR (AI) - Powerlines/Electromagnetic Radiation (1994)
 SEMINAR (AI) - Verifying Market Data (1994)
 SEMINAR (AI) - Market Studies for Appraisals (1994)
 SEMINAR (AI) - Florida Appraiser Core Law (USPAP/1994)
 SEMINAR (AI) - Limited Appraisals & Reports (USPAP/1994)
 SEMINAR (AI) - Public Safety & Property Values (1995)
 SEMINAR (AI) - Outparcel Valuation (1995)
 SEMINAR (AI) - Computer Technology Video Conference (1995)
 SEMINAR (AI) - The Internet & the Appraiser (1996)
 SEMINAR (AI) - Florida Commercial Construction (1996)
 SEMINAR (AI) - 1996 Data Exchange (1996)
 SEMINAR (AI) - Real Property Rights in Florida (1996)
 COURSE (AI) - USPAP & Florida Real Estate Core Law (1996)
 SEMINAR (AI) - Valuation of Trees (1997)
 SEMINAR (AI) - Valuation of Transferable Development Rights [TDR's] (1997)
 COURSE (AI) - Standards of Professional Practice, Part C, 15 hour Course #430 (1997)
 SEMINAR (AI) - Non-Conforming Uses (1998)
 SEMINAR (AI) - The Impact of Contamination on Real Estate Value (1998)
 COURSE (AI) - USPAP & Florida Real Estate Core Law (1998)
 SEMINAR (AI) - Econometrics/Statistical Valuation Methods (1999)
 SEMINAR (AI) - Globalization of Real Estate/What U.S. Appraisers Need to Know (1999)
 SEMINAR (AI) - The Role of the Appraiser in Alternative Dispute Resolution (Mediation/Arbitration) (1999)
 SEMINAR (AI) - Technology Forum Part II/Intermediate (1999)
 SEMINAR (AI) - Client Satisfaction/Retention/Development (1999)
 SEMINAR (AI) - Attacking and Defending an Appraisal (1999)
 SEMINAR (AI) - Federal Appraisal Requirements (2000)
 SEMINAR (AI) - Regression Analysis in Appraisal Practice: Concepts & Applications (2000)

H) EDUCATIONAL BACKGROUND (Continued)

SEMINAR (AI)	- Analyzing Income Producing Properties (2000)
COURSE (AI)	- USPAP & Florida Real Estate Core Law (2000)
SEMINAR (AI)	- Mediation & Alternate Dispute Resolution Seminar (2001)
SEMINAR (AI)	- State of the Appraisal Profession (2001)
SEMINAR (AI)	- Ad Valorem Assessment Process in Florida (2002)
SEMINAR (AI)	- Role of Real Estate Appraisers in Bankruptcy Proceedings (2002)
SEMINAR (AI)	- Appraisers & the Gramm-Leach-Bliley Federal Privacy Act (2002)
SEMINAR (AI)	- How to Appraise the Ugly House (2002)
COURSE (AI)	- 2-Day Course #430, Standards of Professional Practice, Part C (2002)
SEMINAR (AI)	- Market Trends for 2003 (2003)
SEMINAR (AI)	- Update on Code of Professional Ethics (2003)
PANEL (AI)	- Moderator "Industry, Consumer & Congressional Views on Predatory Lending" D.C. (2003)
SEMINAR (AI)	- Florida State Law for Real Estate Appraisers (2003)
SEMINAR (AI)	- Appraisal Agreements (2003)
SEMINAR (AI)	- Analyzing Distressed Real Estate (2004)
SEMINAR (AI)	- Valuation for Financial Reporting Purposes (2004)
SEMINAR (AI)	- National USPAP Course (2004)
SEMINAR (AI)	- Inverse Condemnation (2004)
SEMINAR (AI)	- Loss Prevention (2005)
SEMINAR (AI)	- Single Family Fraud Awareness (2005)
SEMINAR (AI)	- Guide to the new URAR form (2005)
SEMINAR (AI)	- Technologies for Real Estate Appraisers (2006)
SEMINAR (AI)	- The Appraiser's Role in New Urbanism (2006)
SEMINAR (AI)	- National USPAP Update (2006)
SEMINAR (AI)	- Florida State Law for Real Estate Appraisers (2006)
SEMINAR (AI)	- Scope of Work and the New USPAP Requirements (2006)
SEMINAR (AI)	- Energy Star and the Appraisal Process (2006)
SEMINAR (AI)	- Reappraising, Readdressing, and Reassigning Appraisals (2007)
SEMINAR (AI)	- Real Estate Fraud (2007)
SEMINAR (AI)	- Forecasting Revenue (2007)
SEMINAR (AI)	- Florida Law for Real Estate Appraisers (2007)
COURSE (AI)	- Business Practice and Ethics #420 (2007)
SEMINAR (AI)	- Supervisor – Trainee Roles and Rules (2008)
COURSE (AI)	- 7 Hour National USPAP Update #400 (2008)
SEMINAR (AI)	- Hypothetical Conditions and Assumptions (2008)
SEMINAR (AI)	- Real Estate Economy (2008)
SEMINAR (AI)	- Public Sector Appraising (2009)
SEMINAR (AI)	- Inspecting the residential "green" house (2009)
WEBINAR (AI)	- Value for Financial Reporting (2009)
SEMINAR (AI)	- The Real Estate Market in 2009
SEMINAR (AI)	- New Government Regulations (2009)
SEMINAR (AI)	- Property Tax Assessment (2010)
SEMINAR (AI)	- 7 Hour National USPAP (2010)
SEMINAR (AI)	- Florida Law for Real Estate Appraisers (2010)
SEMINAR (AI)	- Supervisor/ Trainee Roles and Rules (2010)
SEMINAR (AI)	- The Real Estate Market (2011)
SEMINAR (AI)	- Uniform Appraisal Standards for Federal Land Acquisitions- "Yellow Book" (2011)
COURSE (AI)	- 15 Hour Appraisal Curriculum Overview (2011)
SEMINAR (AI)	- Spotlight on USPAP – Agreement for Services (2011)
SEMINAR (AI)	- Trial Components (2011)
SEMINAR (AI)	- Lessons from the Old Economy Working in the New (2012)
SEMINAR (AI)	- Appraisal Review for General Appraisals (2012)
COURSE (AI)	- National USPAP Update (2012)
SEMINAR (AI)	- Florida Law (2012)
SEMINAR (AI)	- Land Valuation (2012)
SEMINAR (AI)	- Valuation of Warehouses (2012)
SEMINAR (AI)	- IRS Valuation (2012)
SEMINAR (AI)	- Business Practices and Ethics (2012)
SEMINAR (AI)	- Real Estate Forecast (2013)
SEMINAR (AI)	- Advanced Marketability Studies (2013)
SEMINAR (AI)	- Developing a Supportable Workfile (2013)

H) EDUCATIONAL BACKGROUND (Continued)

SEMINAR (AI)	- Florida Appraisal Law (2014)
SEMINAR (AI)	- Liability Issues for Appraisers performing Litigation & Non-Lending Work (2014)
COURSE (AI)	- 7 Hour National USPAP Update Course (2014)
SEMINAR (AI)	- Florida Law (2014)
SEMINAR (AI)	- New Real Estate Economy (2014)
SEMINAR (AI)	- Economic Engines of Miami-Dade County (2015)
SEMINAR (AI)	- Economic Engines of Broward County (2015)
SEMINAR (AI)	- Tightening the Appraisal (2015)
SEMINAR (AI)	- Evaluating Commercial Construction (2015)
SEMINAR (AI)	- Drone Technology (2015)
SEMINAR (AI)	- Loss Prevention for Appraisers (2016)
COURSE (AI)	- 7 Hour National USPAP Update (2016)
SEMINAR (AI)	- Florida Law (2016)
SEMINAR (AI)	- Redefining the Appraisal & Its Role in an Evolving Banking Environment (2016)
SEMINAR (AI)	- The Tough One, Mixed use properties (2016)
SEMINAR (AI)	- Business Practices & Ethics (2016)
SEMINAR (AI)	- Economic Engines Driving Broward County (2017)
SEMINAR (AI)	- Introduction to Green Buildings & passed exam (2017)
SEMINAR (AI)	- Another View of the Tough Ones (2017)
SEMINAR (AI)	- Appraising for the Office of Valuation Services, Department of the Interior (2017)
SEMINAR (AI)	- Case Studies in Appraising Green Residential Buildings & passed exam (2017)
SEMINAR (AI)	- Uniform Appraisal Standards for Federal Land Acquisitions & passed exam (2017)
SEMINAR (AI)	- Hot Topics & Myths in Appraiser Liability (2018)
COURSE (AI)	- 7 Hour National USPAP Update (2018)
SEMINAR (AI)	- Florida Law (2018)
SEMINAR (AI)	- Parking & Its Impact on Florida Properties (2018)
SEMINAR (AI)	- What's New in Residential Construction (2018)
SEMINAR (AI)	- Valuation Resources for Solar Photovoltaic Systems (2018)
SEMINAR (AI)	- Technology Tips for Real Estate Appraisers (2018)
SEMINAR (AI)	- Residential & Commercial Valuation of Solar & passed exam (2018)
SEMINAR (AI)	- Airport Appraisals (2019)
SEMINAR (AI)	- Practical Applications in Appraising Green Commercial Properties & passed exam (2019)

I) PROFESSIONAL INVOLVEMENT

Region X Representative of the Appraisal Institute 2006 – 2009
 President of the South Florida Chapter of the Appraisal Institute - 2003
 First Vice-President of the South Florida Chapter of the Appraisal Institute -2002
 Second Vice-President of the South Florida Chapter of the Appraisal Institute -2001
 Secretary of the South Florida Chapter of the Appraisal Institute -2000
 Treasurer of the South Florida Chapter of the Appraisal Institute - 1999
 Chair of the Education Committee of the S. Florida Chapter of the Appraisal Institute - 1995, 1996, 1997, 1998, 2007- 2018
 Director of the South Florida Chapter of the Appraisal Institute 1996 - 1998
 Member of Region X (Florida) Ethics and Counseling Panel –AI
 Graduate of the Florida REALTORS Institute (GRI)

J) CIVIC INVOLVEMENT

Member of the Navy League of the United States – Fort Lauderdale Council
 Lifetime Honorary Member- Florida Sheriff's Association
 Member of Zeta Tau Alpha Alumnae Fraternity







Title - TR13689 - Authorize and Approve ILA for Solid Waste Processing

A Resolution of the City Commission of the City of Tamarac, Florida, approving the Second Amendment to the Interlocal Agreement with Broward County and participating communities providing for Solid Waste Disposal Support Services through July 2, 2028; authorizing the appropriate City Officials to execute said Second Amendment to the Interlocal Agreement and take all steps necessary to effectuate the intent of the Resolution; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
TR 13689 MEMO	9/30/2021	Cover Memo
TR 13689 RESOLUTION	9/30/2021	Resolution
TR 13689 EXHIBIT 1	9/30/2021	Exhibit
TR 13689 EXHIBIT 2 - ILA	9/30/2021	Exhibit
BACKUP R-2013-11	9/30/2021	Backup Material
BACKUP R-2018-99	9/30/2021	Backup Material
Presentation	10/7/2021	Presentation

City of Tamarac
Interoffice Memorandum
Public Services Department

To: Kathleen Gunn, Interim City Manager

Thru: Jack Strain, Public Services Director *For J.S.*

From: Troy Gies, Budget and Contracts Manager *TG*

Date: September 28, 2021

Re: Temp. Reso. No. 13689 – Authorize and Approve the Second Amendment to the Interlocal Agreement with Broward County for Solid Waste Disposal Support Services – City Commission Meeting of October 13, 2021

Recommendation:

I recommend the City Commission approve the Second Amendment to the Interlocal Agreement with Broward County for Solid Waste Disposal Support Services and authorize the appropriate City Officials to execute said Amendment; and that this item be placed on the October 13, 2021 Commission Agenda.

Issue:

Approval of the Second Amendment to the Interlocal Agreement with Broward County for Solid Waste Disposal Support Services; thereby extending the ILA through July 2, 2028.

Background:

In 1986, the Resource Recovery Board of Broward County was formed to develop a comprehensive solid waste disposal and resource recovery program. In March 1987, the City of Tamarac became a "Contract Community" of the Resource Recovery System. This System was comprised of 27 Contract Communities, including unincorporated Broward County. The Resource Recovery System and Board were allowed to sunset and the Agreement for Solid Waste Disposal expired on July 2, 2013.

On June 11, 2011, Broward County entered into an Agreement with Wheelabrator South Broward, Inc. for disposal of solid waste generated within Participating Communities at the Waste-to-Energy (WTE) Facility. On September 1, 2012, the Broward County Board of Commissioners approved an Interlocal Agreement (ILA) between Broward County and Participating Communities for Solid Waste Disposal Support Services extending the solid waste disposal to Participating Communities.

On January 23, 2013, the City Commission of the City of Tamarac, via Resolution Number R-2013-11, approved the ILA with Broward County and Participating Communities for Solid Waste Disposal Support Services, valid through July 2, 2018; and allowed for three (3) optional five (5) year renewals. Broward County exercised the first renewal of the ILA through July 2, 2023; and the City of Tamarac approved said renewal via Resolution R-2018-099, which authorized the First Amendment to the ILA with Broward County for Solid Waste Disposal Support Services.

Per the Second Amendment to the ILA, the County has the unilateral right to extend the Agreement for disposal through July 2, 2028, by initially declaring its intent to do so by January 15, 2022. In order to exercise that right, the County must have a binding written commitment for the entire second renewal term (July 3, 2023 through July 2, 2028) from governmental entities whose residents and businesses have annually generated at least 500,000 tons of waste collectively. The ILA, as amended by the First Amendment, will expire on July 2, 2023, unless the Parties have entered into a timely amendment on or before January 15, 2022.

City staff determined in 2013, in 2018, and reaffirm now, that disposal of Solid Waste via incineration at the WTE Facility is an economically and environmentally responsible method of disposal of solid waste. The time frame of the second renewal, through July 2, 2028, is advantageous to the City of Tamarac, to the County, and to the other participating municipalities.

The City's Agreement with Waste Management for Residential Solid Waste and Recycling and Commercial Solid Waste (Collection and Hauling) expires in September 2023. Having the disposal agreement through at least July 2, 2028 provides for the stability needed to advertise and award a new solid waste and recycling hauling agreement to serve the needs of Tamarac residents and businesses.

The Solid Waste Working Group (SWWG), which is tasked with developing a Regional Solid Waste District, continues to work towards that end. While, SWWG and the resulting District will research and analyze the future of solid waste processing and disposal, the timeframe for significant changes and/or the introduction of new technology would likely exceed the ILA extension.

Fiscal Impact:

The annual per ton cost (tipping fee) effective October 1, 2021 is \$47.79. The ILA initially established a tipping fee of \$42.00 per ton. If approved, the Second Amendment to the ILA includes a negotiated per tonnage increase of \$1.50. The increase will be imposed after the annual CPI Adjustment effective July 2, 2022, which has a minimum and maximum of 1% and 5%, respectively. Therefore, the effective per tonnage rate, per the Second Amendment to the ILA, would be between \$49.77 and \$51.68, including the CPI Adjustment and negotiated rate increase.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY AND PARTICIPATING COMMUNITIES PROVIDING FOR SOLID WASTE DISPOSAL SUPPORT SERVICES THROUGH JULY 2, 2028; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE SAID SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT AND TAKE ALL STEPS NECESSARY TO EFFECTUATE THE INTENT OF THE RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac is committed to providing fiscally and environmentally responsible disposal of municipal solid waste; and

WHEREAS, on January 23, 2013, via Resolution Number R-2013-11, the City Commission of the City of Tamarac approved the Interlocal Agreement (ILA) with Broward County and Participating Communities providing for Solid Waste Disposal Support Services, a copy of Resolution Number R-2013-11 is incorporated herein by reference and is on file in the Office of the City Clerk; and

WHEREAS, on February 27, 2018, the Broward County Board of Commissioners approved the First Amendment to the ILA for Solid Waste Disposal Support Services, extending the ILA through July 2, 2023, and via Resolution Number R-2018-099, dated August 22, 2018, the City of Tamarac approved and authorized the First Amendment to the Interlocal Agreement with Broward County for Solid Waste Disposal Support Services,

a copy of Resolution Number R-2018-099 is incorporated herein by reference and is on file in the Office of the City Clerk; and

WHEREAS, Broward County has the unilateral ILA, the County has the unilateral right to extend the Agreement for disposal through July 2, 2028, by initially declaring its intent to do so by January 15, 2022; and

WHEREAS, in order to exercise that right, the County must have a binding written commitment for the entire second renewal term (July 3, 2023 through July 2, 2028) from governmental entities whose residents and businesses have annually generated at least 500,000 tons of waste collectively; and

WHEREAS, on August 24, 2021, the Broward County Board of Commissioners approved the Second Amendment to the ILA for Solid Waste Disposal Support Services, extending the ILA through July 2, 2028, a copy of the notification regarding the County's approval of the Second Amendment to the ILA is attached hereto as "Exhibit 1"; and

WHEREAS, the Public Services Director, the Financial Services Director, and the Purchasing and Contracts Manager recommend the City Commission of the City of Tamarac approve the Second Amendment to the ILA with Broward County for Solid Waste Disposal Services, and authorize the appropriate City Officials to execute said Amendment to the ILA, a copy of the Second Amendment is; attached hereto as "Exhibit 2", incorporated herein and made a specific part of this Resolution; and

WHEREAS, the City Commission of the City of Tamarac, deems it to be in the best interest of the citizens, residents, and businesses within the City to approve the Second Amendment to ILA with Broward County and Participating Communities for Solid Waste

Disposal Support Services, and authorize the appropriate City Officials to execute said Amendment to the Agreement and to take all steps necessary to effectuate the intent of this Resolution.

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 HEREBY approves the Second Amendment to the ILA with Broward County and Participating Communities for Solid Waste Disposal Support Services, effective July 3, 2023 through July 2, 2028, attached hereto as “Exhibit 2”, and the appropriate City Officials are HEREBY authorized to execute the Second Amendment to the ILA and to take all steps necessary to effectuate the intent of this resolution.

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, JR.
CITY ATTORNEY



BERTHA W. HENRY, County Administrator

115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7362 • FAX 954-357-7360

September 20, 2021

To: Broward County Municipal Managers

RE: Second Amendment to Interlocal Agreement for Solid Waste Disposal Support Services

Dear Municipal Managers:

The purpose of this letter is to seek your municipality's interest in extending the term for solid waste disposal services currently provided to your municipality.

On August 24, 2021, the Broward County Board of County Commissioners approved the attached Second Amendment to the Interlocal Agreement (ILA) for Solid Waste Disposal Support Services. The Second Amendment allows each participating municipality to utilize Wheelabrator (currently known as "Waste Innovations") for disposal of various waste streams - residential and commercial waste, yard waste, bulk trash, and/or construction and demolition debris - and details pricing options. Each participating municipality must commit to disposing of its residential and commercial waste (defined as "Contracted Processable Waste") and the other selected various waste streams mentioned above with Wheelabrator for the entire second renewal term (July 3, 2023, through July 2, 2028).

Pursuant to the terms of the County's agreement with Wheelabrator, the Disposal Services Fee commencing upon the July 2023 renewal will equal the Disposal Services Fee in effect on July 1, 2023, plus \$1.50 per ton. Further, only Option 3 on Exhibit A of the current Disposal Agreement will be available. Finally, it should also be noted that the current provision wherein Wheelabrator covers any additional transportation and tipping costs at the Alternate Disposal Facility for processable waste above 725,000 tons will end on June 30, 2023, and it will not be responsible for the cost of transporting waste to the Alternate Disposal Facility. The County will engage in discussions with Waste Innovations to see if any of these elements can be further negotiated, but there is no guarantee that any of the provisions as outlined above will change.

Please be assured that a continued commitment to dispose of waste with Wheelabrator during this period will not interfere with the current goals of the Solid Waste Working Group (SWWG). While waste-to-energy is recognized as a viable option to managing waste, the SWWG continues to advocate for a regional approach to solid waste disposal and recycling.

Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org

September 20, 2021
Municipal Managers
ILA for Solid Waste Disposal Services

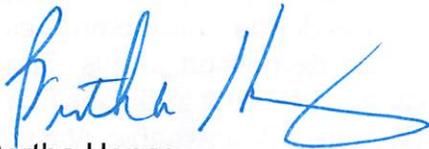
If your municipality would like to participate, please print three one-sided copies of the attached agreement, complete and execute Page 5 of the Second Amendment, and send three original copies to:

Broward County Solid Waste and Recycling Services
Attn: Notosha Austin, Assistant Director
1 N. University Drive, Suite 400
Plantation, FL 33324

Please provide the executed Second Amendment **by Friday, November 5, 2021**, so we can better understand our total commitment in advance of discussions with Wheelabrator.

If you have any questions, please contact Notosha Austin at 954-474-1880.

Sincerely,



Bertha Henry
County Administrator

Attachment

cc: Monica Cepero, Deputy County Administrator
Kevin Kelleher, Assistant County Administrator
Trevor M.A. Fisher, Acting Director, Public Works Department
Notosha Austin, Assistant Director, Solid Waste and Recycling Services

Second Amendment to September 1, 2012, Interlocal Agreement

This Second Amendment (the "Second Amendment") to the Interlocal Agreement between Broward County and Participating Communities for Solid Waste Disposal Support Services, dated September 1, 2012, is executed by and between Broward County, a political subdivision of the state of Florida ("County"), and [] a municipal corporation ("Participating Community"). County and Participating Community are sometimes each individually referred to as a "Party" and collectively as the "Parties".

RECITALS

A. In June 2012, County entered into an agreement with Wheelabrator Environmental Systems Inc., a Delaware corporation ("Wheelabrator"), to provide for the disposal of solid waste generated within Broward County ("Original Disposal Agreement"). Subsequently, County and Wheelabrator have entered into two (2) amendments (the Original Disposal Agreement and its amendments, including the Global Amendment, are collectively referred to as the "Solid Waste Disposal Agreement").

B. County and Participating Community (and other similarly situated Broward County municipalities) entered into an interlocal agreement for solid waste disposal support services, dated September 1, 2012 ("Original Interlocal Agreement"), so that Broward County municipalities might benefit from the disposal capacity provided through the Solid Waste Disposal Agreement. The Original Interlocal Agreement was amended with a first amendment, the template for which was approved by action of the Broward County Board of County Commissioners on February 27, 2018, Agenda Item 58.B. ("First Amendment"), wherein each Participating Community selected Wheelabrator to provide waste disposal services (the Original Interlocal Agreement and First Amendment are collectively referred to as the "Interlocal Agreement").

C. The Solid Waste Disposal Agreement and the Interlocal Agreement each expire on July 2, 2023, unless extended.

D. The Solid Waste Disposal Agreement allows County to renew its term for an additional five (5) years through July 2, 2028, provided (in addition to certain other conditions) there are waste disposal commitments from municipalities within Broward County whose residents and businesses collectively generate at least 500,000 tons of residential and commercial Waste (as defined in the Solid Waste Disposal Agreement and otherwise known as "Contracted Processable Waste" in the Global Amendment and this Second Amendment) on an annual basis.

E. The Parties wish to continue working cooperatively, diligently, and in good faith with one another to find regional, cost-effective, and environmentally sustainable solutions to dispose of solid waste. The Parties desire to further that goal by entering into this Second Amendment to extend the term of the Interlocal Agreement by another five (5) years.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Participating Community hereby agree as follows:

1. The above Recitals are true and correct and are incorporated herein as if set forth in full hereunder. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the Solid Waste Disposal Agreement or the Interlocal Agreement, as applicable.

2. The Interlocal Agreement is hereby renewed for a five (5) year period, commencing July 3, 2023, through July 2, 2028 (the "Renewal Period").

3. During the full term of the Renewal Period, Participating Community shall collect, transport, deliver, and deposit all Contracted Processable Waste within its boundaries to/at the appropriate receiving facility of Wheelabrator in accordance with the Solid Waste Disposal Agreement.

4. In addition to the Contracted Processable Waste referenced in paragraph 3 above, throughout the Renewal Period, Participating Community shall collect, transport, deliver, and deposit all the following waste (as indicated by checking "Yes" below) within its boundaries to/at the appropriate receiving facility of Wheelabrator in accordance with the Solid Waste Disposal Agreement, except for waste or recycling material that is transported outside of the state of Florida.

Yard Waste

- Yes
- ~~No~~

Bulk Trash

- Yes
- ~~No~~

Construction and Demolition Debris

- ~~Yes~~
- No

5. Pursuant to Article 8(B) of the Solid Waste Disposal Agreement, County must provide notice to Wheelabrator not less than eighteen (18) months prior to the expiration of the Renewal Period if it intends on exercising an additional renewal term, which would commence July 3, 2028 ("Additional Renewal Period"). If Participating Community does not intend to extend the Interlocal Agreement for the Additional Renewal Period, it must give written notice to County at least twenty-one (21) months prior to the expiration of the Renewal Period. Unless such written notice is timely sent to County, Participating Community shall be deemed to have renewed this Interlocal Agreement through July 3, 2028, and Participating Community acknowledges that County will rely on Participating Community renewing the Interlocal

Agreement in making its decision on whether to extend the Solid Waste Disposal Agreement for the Additional Renewal Period.

6. Participating Community hereby authorizes County to provide an executed copy hereof to Wheelabrator to evidence Participating Community's commitment for the entirety of the Renewal Period.

7. Participating Community understands that the services to which it is obligating itself by executing this Second Amendment, and that the terms and conditions under which those services will be provided, are those specified in the Solid Waste Disposal Agreement.

8. Preparation of the Second Amendment has been a joint effort of County and Participating Community, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

9. In the event of any conflict or ambiguity between this Second Amendment and the Interlocal Agreement, the Parties agree that this Second Amendment shall control regarding the matters set forth herein. The Interlocal Agreement, as amended by this Second Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Second Amendment that are not contained in the Interlocal Agreement as previously amended or as amended by this Second Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

10. This Second Amendment shall become effective at such date as the Broward County Board of County Commissioners renews or extends the Solid Waste Disposal Agreement, the option for which may be exercised once County has received waste disposal commitments from municipalities whose residents and businesses collectively generate 500,000 tons of Contracted Processable Waste on an annual basis. County shall not be liable to Participating Community, or any third party, for the action, inaction, or breach of a contractual obligation by Wheelabrator, including but not limited to any refusal by Wheelabrator to renew or extend the Solid Waste Disposal Agreement.

11. This Second Amendment may be fully executed in multiple copies by the parties, which together shall have the force and effect of an original document.

[Signatures Begin on the Next Page]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment: Broward County, through its County Administrator, authorized to execute same by Board of County Commissioners action on the ____ day of _____, 20__, and [__], signing by and through its _____ duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through its County Administrator

Signature of Witness

By _____
Bertha Henry

Print Name of Witness

____ day of _____ 20__

Signature of Witness

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

By: _____
[Name] (Date)
Assistant County Attorney

By: _____
[Name] (Date)
Deputy County Attorney

SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL SUPPORT SERVICES BETWEEN BROWARD COUNTY AND PARTICIPATING COMMUNITY

PARTICIPATING COMMUNITY

PARTICIPATING COMMUNITY

WITNESS:

Print or type name

By: _____

Mayor

_____ day of _____, 20__

WITNESS:

By: _____



Print or type name City Manager

ATTEST:

APPROVED AS TO FORM:

, City Attorney

By: _____

City Clerk

By: _____

City Attorney

CITY OF TAMARAC, FLORIDA
RESOLUTION NO. R-2013 - 11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY AND PARTICIPATING COMMUNITIES PROVIDING FOR SOLID WASTE DISPOSAL SUPPORT SERVICES; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE SAID AGREEMENT AND TAKE ALL STEPS NECESSARY TO EFFECTUATE THE INTENT OF THE RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 25, 1987, the City of Tamarac became a Contract Community of the Resource Recovery System, Broward County's Solid Waste Disposal District, by passing the ILA, via Resolution R-87-99, incorporated herein by reference and on file in the Office of the City Clerk, thereby entitling it to the use of and benefits of the Resource Recovery System; and

WHEREAS, the ILA for the Solid Waste Disposal District expires on July 2, 2013; and

WHEREAS, upon expiration of the ILA for Solid Waste Disposal District, the City of Tamarac will require an Agreement for disposal of solid waste generated and collected within the City of Tamarac; and

WHEREAS, Broward County published an RFP for solid waste disposal and awarded Agreements to Sun-Bergeron and Wheelabrator, copies of said Agreements are hereto attached as "Exhibit 1" and "Exhibit 2", respectively; and

WHEREAS, Broward County Communities have the option of participating in the Agreements between Broward County and Sun-Bergeron and Wheelabrator; and

WHEREAS, City Staff have reviewed the Agreements and determined that the Agreement with Wheelabrator utilizing the pricing option number 3 is in the best interest of the citizens, residents, and businesses within the City and to enter into the ILA with Broward County and Participating Communities for Solid Waste Disposal Support Services, copy of said ILA is hereto attached as "Exhibit 3"; and

WHEREAS, the City Commission of the City of Tamarac, deems it to be in the best interest of the citizens, residents, and businesses within the City to enter into the ILA with Broward County and Participating Communities for Solid Waste Disposal Support Services.

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

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

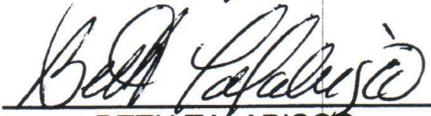
SECTION 2: The City Commission hereby approves the the ILA with Broward County and Participating Communities for Solid Waste Disposal Support Services, attached hereto as "Exhibit 3", and authorizes the appropriate City Officials to accept and execute the ILA and to take all steps necessary to effectuate the intent of this resolution.

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 23 day of January, 2013.


BETH TALABISCO
MAYOR

ATTEST:


PATRICIA TEUFEL, CMC
INTERIM CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR TALABISCO absent
DIST 1: COMM. BUSHNELL yes
DIST 2: COMM. ATKINS-GRAD yes
DIST 3: COMM. GLASSER yes
DIST 4: V/M DRESSLER yes

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


SAMUEL S. GOREN
CITY ATTORNEY

INTERLOCAL AGREEMENT

between

BROWARD COUNTY

and

PARTICIPATING COMMUNITIES

for

SOLID WASTE DISPOSAL SUPPORT SERVICES

This Interlocal Agreement ("Agreement") dated for convenience September 1, 2012, between BROWARD COUNTY, a political subdivision of the state of Florida, its successors and assigns, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY";

AND

The municipalities whose names appear in Exhibit "A" attached hereto and made a part hereof, their successors and assigns, hereinafter referred to as "PARTICIPATING COMMUNITY or COMMUNITIES." It is expected that Broward municipalities may elect to execute this Agreement and become a PARTICIPATING COMMUNITY at different times and throughout the term of this Agreement. At such time as a municipality executes this Agreement or subsequently terminates this Agreement, COUNTY is authorized to add or delete the municipality as a PARTICIPATING COMMUNITY to Exhibit "A." Upon adding or deleting a PARTICIPATING COMMUNITY to Exhibit "A," written notice containing the amended Exhibit "A" shall be sent to all parties to this Agreement.

ARTICLE 1
BACKGROUND

- 1.1 In order to establish the background, context and frame of reference for this Agreement and to provide a general background regarding the objectives and intentions of the COUNTY and the PARTICIPATING COMMUNITIES, the following statements, representations and explanations are predicates for the undertaking and commitments included within the provisions which follow and

shall be construed as essential elements of the mutual considerations upon which this Agreement is based.

- 1.2 COUNTY and the Contract Communities (as such term is defined in the Prior Interlocal Agreement) have previously entered into a Prior Interlocal Agreement dated November 25, 1986, as amended, ("Prior Interlocal Agreement") which authorizes and requires COUNTY to provide for the disposal of solid waste delivered by or on behalf of the Contract Communities through July 2, 2013.
- 1.3 In order to provide for the continuous disposal of all Contract Community solid waste throughout the term of the Prior Interlocal Agreement, COUNTY has entered into an agreement with Wheelabrator South Broward Inc. and Wheelabrator North Broward Inc. dated June 28, 2011, pursuant to which COUNTY will deliver or cause to be delivered, solid waste generated within the Contract Communities, and the above companies will accept responsibility and dispose of such solid waste at its facilities until July 2, 2013.
- 1.4 In order to continue to make available to all Broward municipalities a regional, economic and environmentally sound method of solid waste disposal after July 2, 2013, the Broward County Board of County Commissioners approved on June 26, 2012: (i) an agreement between COUNTY and Sun-Bergeron Solid Waste, J.V. ("Sun-Bergeron" or "Contractor") dated June 26, 2012, for solid waste disposal services; and (ii) an agreement between COUNTY and Wheelabrator Environmental Systems Inc., a Delaware corporation ("Wheelabrator" or "Contractor") dated June 26, 2012, for solid waste disposal services (collectively referred to as the Solid Waste Agreement(s)). The terms of the Solid Waste Agreements require, among other things, Sun-Bergeron and Wheelabrator, for a five year initial term, to accept PARTICIPATING COMMUNITIES' waste and commence disposal operations on July 3, 2013.
- 1.5 In addition to approving the Solid Waste Agreements on June 26, 2012, the Broward County Board of County Commissioners further approved a "Side Letter" dated June 19, 2012, from Wheelabrator Technologies Inc. to Broward County, whereby COUNTY and Wheelabrator agreed to waive, for a limited period of time, COUNTY's right to preferential pricing based on certain third party agreements, in exchange for the company making payments to COUNTY for its exclusive use and benefit. COUNTY agrees to contribute Wheelabrator's payments to its solid waste programs, administration and operations.
- 1.6 It is the intent of this Agreement to offer to all Broward municipalities the option to execute this Interlocal Agreement and elect to become a PARTICIPATING COMMUNITY subject to the terms of this Agreement and the applicable Solid Waste Agreement(s). By electing to become a PARTICIPATING COMMUNITY a municipality has the discretion to select either or both Contractor(s) as its solid waste disposal company and select among the multiple price and waste options contained in the applicable Solid Waste Agreement(s). Participating Communities

have the further right, pursuant to this Agreement, to additional optional County services as provided for herein.

- 1.7 It is further recognized by PARTICIPATING COMMUNITIES and COUNTY that COUNTY is entering into this Agreement both representing the unincorporated County, a waste generation area with solid waste requiring disposal, and as the party that has the ultimate responsibility for disposal of solid waste within Broward County pursuant to Section 403.706(b)(1), Florida Statutes.
- 1.8 This Agreement is an interlocal agreement entered into pursuant to Section 163.01, Florida Statutes, and the Florida Interlocal Cooperation Act of 1969, as amended. Prior to the effectiveness of any provision of this Agreement and subsequent Amendments hereto, this Agreement and any such subsequent amendments shall be filed with the Broward County Clerk of the Circuit Court as provided by Section 163.01(11), Florida Statutes.
- 1.9 The word "shall" as used in this Agreement shall in all cases be construed to be mandatory and to require the action so modified by the word "shall" to be taken without regard to the exercise of discretion.

ARTICLE 2 DEFINITIONS

The following contains the definitions of the terms as applied to this Agreement:

- 2.1 Administrator. The term "Administrator" or "County Administrator" shall mean the County Administrator of the Broward County government by the Charter of Broward County, Florida.
- 2.2 Agreement. The term "Agreement" shall mean this Interlocal Agreement (ILA) between COUNTY and Participating Communities.
- 2.3 Board of County Commissioners. The term "Board of County Commissioners" or "County Commissioners" or "County Commission" shall mean the Board of County Commissioners of Broward County, Florida.
- 2.4 Participating Communities. The term "PARTICIPATING COMMUNITY" OR "PARTICIPATING COMMUNITIES" shall mean the municipal corporation or corporations existing under the laws of the state of Florida, located within the COUNTY and whose names appear in Exhibit "A" to this Agreement.
- 2.5 County. The term "COUNTY" shall mean, depending upon the context, either (a) the geographical area contained within unincorporated Broward County, Florida, a political subdivision of the state of Florida, or (b) the government of Broward County, acting through the County Commission or its designee.

- 2.6 Fiscal Year. The term "fiscal year" shall mean October 1 to September 30 of the following year.
- 2.7 Haulers. The term "haulers" shall mean those persons, firms, corporations or governmental agencies which collect solid waste (either under oral or written contract, license, permit or otherwise) within the geographic boundaries of the PARTICIPATING COMMUNITY(IES) or the unincorporated County, or provide for the transportation and delivery of solid waste.
- 2.8 Residential Waste. The term "Residential Waste" shall have the same meaning as defined in the applicable Solid Waste Agreement.
- 2.9 Commercial Waste. The term "Commercial Waste" shall have the same meaning as defined in the applicable Solid Waste Agreement.
- 2.10 Unincorporated County. The term "unincorporated County" shall mean the geographical areas of COUNTY which are not within the boundaries of any municipal corporation. Unincorporated COUNTY shall be treated in all respects under the terms and conditions of this Agreement as a PARTICIPATING COMMUNITY.
- 2.11 Designated Facility. With respect to the Wheelabrator Solid Waste Agreement, the term "Designated Facility" shall mean either "Disposal Facility" as that term is defined in the Wheelabrator Solid Waste Agreement or "Alternate Disposal Facility" as that term is defined in the Wheelabrator Solid Waste Agreement when the conditions of Section 5.2 have been implemented. With respect to the Sun-Bergeron Solid Waste Agreement, the term "Designated Facility" shall mean "Waste Processing Facility" as that term is defined in that Sun-Bergeron Solid Waste Agreement; however for Additional Waste, the term "Designated Facility" shall refer to the "Material Recovery Facilities", as set forth in Exhibit B of the Sun-Bergeron Solid Waste Agreement.
- 2.12 Disposal Services Fee. The term "Disposal Services Fee" shall have the meaning as defined in the applicable Solid Waste Agreement.
- 2.13 Capitalized terms not otherwise defined in this Agreement shall have the same meaning as defined in the applicable Solid Waste Agreement.

ARTICLE 3

COMMITMENT OF WASTE STREAM

- 3.1 PARTICIPATING COMMUNITY shall select a Solid Waste Agreement Contractor (Wheelabrator or Sun-Bergeron or both) by which it agrees to be bound and the applicable price option and waste option pursuant to said Solid Waste Agreement(s), and furnish COUNTY and the applicable Contractor written notice of its elections, concurrent with the execution of this Agreement in such form and with such information as is contained in Exhibits "B" and "C" attached hereto and

made a part hereof. PARTICIPATING COMMUNITY shall have a continuing obligation to immediately provide to COUNTY, in writing, any amendments it may enter into with the applicable Contractor to the selection of its price or waste options.

- 3.2 During the duration of this Agreement as defined in Article 11 hereof, the PARTICIPATING COMMUNITIES and COUNTY for the unincorporated area shall cause all of the Residential Waste, Commercial Waste and any other designated waste pursuant to Section 3.1, within each of their respective boundaries to be collected, transported, delivered and deposited at the appropriate receiving facilities of Contractor, as the case may be, in accordance with the terms of the applicable Solid Waste Agreement, except for waste or recycling material which is transported outside the state of Florida.
- 3.3 Each PARTICIPATING COMMUNITY agrees to include in any contracts or contract amendments with haulers executed after the effective date of the Solid Waste Agreement, a provision that all Residential Waste, Commercial Waste and any other designated waste shall be delivered to the appropriate receiving facilities of either Wheelabrator or Sun-Bergeron, as the case may be, in accordance with the terms of the applicable Solid Waste Agreement, with an exception for any waste generated in the County which is shown to be destined for recycling or disposal outside the state of Florida.
- 3.4 PARTICIPATING COMMUNITY shall elect to participate in the following optional COUNTY services by marking and initializing the box(es) below as appropriate:

Centralized Billing Services, as described in Article 6.

Flow Control Enforcement Services, as described in Article 7.



ARTICLE 4
PARTICIPATING COMMUNITY'S OBLIGATIONS

- 4.1 Each PARTICIPATING COMMUNITY agrees to include in any hauler agreement for the collection of Residential Waste, including any renewal of an existing hauler agreement, entered into by a PARTICIPATING COMMUNITY and a licensed residential waste hauler after the effective date of the Solid Waste Agreement, the following: (a) the definition of Residential Waste as set forth in the Solid Waste Agreement; (b) the Licensed Residential Waste Hauler's obligation to be responsible for Unacceptable Waste as defined in the applicable Solid Waste Agreement, which is brought to a Designated Facility; (c) the Licensed Residential Waste Hauler's obligation to indemnify Contractor and add Contractor as additional insured for all losses for death, personal injury, and property damage caused by the negligence or intentional misconduct of Licensed Residential Waste Hauler delivering waste on behalf of the PARTICIPATING COMMUNITY; (d) a requirement for the Licensed Residential Waste Hauler(s) to

deliver all collected Residential Waste to the Designated Facilities, and (e) hours of operation for the Designated Facilities during which the Licensed Residential Waste Hauler shall be authorized to deliver waste to the Designated Facilities.

- 4.2 The PARTICIPATING COMMUNITY and the Licensed Commercial Waste Haulers shall execute a license agreement that sets forth the payment procedure in the Solid Waste Agreement for Commercial Waste Disposal Services, and which requires the Licensed Commercial Waste Hauler(s) to deliver all collected Commercial Waste to the Designated Facilities.
- 4.3 If the PARTICIPATING COMMUNITY does not select centralized billing services pursuant to Article 6, it shall require the Licensed Commercial Waste Hauler(s) to provide a performance bond (in a form and from an issuer reasonably acceptable to Contractor) in favor of Contractor in an amount that covers a ninety (90) day Disposal Services Fee payment period for Commercial Waste Disposal Services for the PARTICIPATING COMMUNITY, calculated pursuant to terms of the Solid Waste Agreement and based on the 60 day average tonnage of Commercial Waste delivered by the Licensed Commercial Waste Hauler(s) to Contractor during the twelve (12) month period immediately preceding the execution of the license agreement between the PARTICIPATING COMMUNITY and the Licensed Commercial Waste Hauler(s) entered into after the Effective Date of the Solid Waste Agreement. The sufficiency of the value of the performance bond shall be reviewed on an annual basis and the required bond value may be increased or decreased based on an increase or decrease in a Licensed Commercial Waste Haulers' Commercial Waste delivery obligations. A Licensed Commercial Waste Hauler providing services for multiple Municipalities which do not select centralized billing services may provide one aggregate bond meeting the requirements set forth herein.
- 4.4 If a PARTICIPATING COMMUNITY does not select centralized billing services pursuant to Article 6, it shall pay the Contractor within thirty (30) days of receipt of a monthly invoice issued by Contractor for Residential Waste Disposal Services. If the PARTICIPATING COMMUNITY disagrees with the amount stated in the invoice, the PARTICIPATING COMMUNITY shall notify the Contractor of such dispute. The PARTICIPATING COMMUNITY shall make payment to Contractor of undisputed invoiced amounts within thirty days after receipt of the invoice. In the event of a disputed amount, the parties shall reasonably attempt to discover the cause of any discrepancy between the parties, and if a resolution is not reached within forty-five (45) days of receipt of the invoice, the parties agree to work in good faith to settle the dispute (for amounts greater than \$25,000) by mediation by a mutually acceptable mediator. In the event the parties are not able to resolve the dispute through mediation within forty-five (45) days, then the parties may resolve the dispute by availing themselves to litigation. The existence of a dispute shall not delay payment of undisputed amounts to the Contractor, or relieve Contractor of its obligations under this Agreement.

- 4.5 If the PARTICIPATING COMMUNITY selects centralized billing services pursuant to Article 6, the PARTICIPATING COMMUNITY agrees to include in any contracts or contract amendments with haulers for residential waste a provision that the hauler shall comply with the following: (1) [insurance and credit requirements as may be required by COUNTY]; (2) Pay COUNTY the full amount of each invoice within thirty days of receipt; (3) Agree to pay interest at the rate consistent with the Florida Prompt Payment Act, Sections 218.70-218.80, Florida Statutes, for late payments; (4) Failure to timely pay is an event of default which if not timely cured within 15 days is an event of termination; (5) In the event the hauler disputes an invoice from COUNTY, the hauler shall first pay the full amount of the disputes charges when due, and shall, within thirty (30) days from the date of the receipt of the disputed invoice, give written notice of the dispute to COUNTY. The notice of dispute shall identify the disputed invoice, state the amount in dispute and set forth a full statement of grounds on which such dispute is based. The parties agree to work in good faith to settle the dispute. In the event the parties cannot settle the dispute within sixty (60) days from the date of the receipt of the disputed invoice, the hauler may pursue any remedy available at law except withholding payment.
- 4.6 If a Participating Community collects its Residential Waste and hauls the Residential Waste to the Contractor, the PARTICIPATING COMMUNITY shall be responsible for all costs, including removal, transportation and disposal of the Unacceptable Waste brought to a Designated Facility.

ARTICLE 5
OUT OF STATE DISPOSAL AND REPORTING REQUIREMENTS

- 5.1 Any Solid Waste or recyclables generated in Broward County which are shown to be destined for transportation to any destination outside of the State of Florida based on a sworn affidavit of a hauler delivered to the COUNTY and PARTICIPATING COMMUNITY generating the waste and reciting facts which evidence the transportation and disposal of waste outside the state of Florida, are excluded from the flow control restrictions contained in Section 3.2 of this Agreement.
- 5.2 In addition to the affidavit required in Section 5.1, any hauler who elects to transport and dispose of any Broward County waste outside the state of Florida shall provide to COUNTY and PARTICIPATING COMMUNITY generating the waste, a monthly report containing the information listed below so as to enable the County and affected PARTICIPATING COMMUNITY to accurately monitor the collection, flow and disposal of waste.
- 5.3 A monthly report shall be due no later than 30 days after the end of the preceding month, delivered to the Director of Solid Waste and Recycling Services as to the COUNTY, and to the Public Works Director or equivalent position as to any

PARTICIPATING COMMUNITY, certified by the hauler, containing at a minimum the following information and documentation regarding any waste which is collected, transported and disposed of out of the state:

- 5.3.1 The tonnage, origin and type of waste which has been disposed of by the hauler outside the state;
- 5.3.2 The date(s) on which the hauler collected the waste and the location or route of the collected waste;
- 5.3.3 The location of the final disposal facility for the waste, including the location of any other facilities, such as transfer stations where waste is temporarily transported en-route to its final destination out of state;
- 5.3.4 Copies of all receipts, weigh tickets, reports and other written material verifying the collection, transportation and disposal of waste outside the state by the hauler;
- 5.3.5 Such other documentation and information on forms which may be prescribed by, and as the COUNTY or PARTICIPATING COMMUNITY generating the waste may reasonably require to confirm compliance with this section.

ARTICLE 6
OPTIONAL COUNTY CENTRALIZED BILLING SERVICES

- 6.1 Each PARTICIPATING COMMUNITY shall have the right, at its sole option, to participate in a COUNTY centralized billing services program as more particularly described in this article. If PARTICIPATING COMMUNITY elects to participate in the COUNTY centralized billing services program by so indicating in Section 3.4 of this Agreement, said election shall remain in force unless PARTICIPATING COMMUNITY furnishes to COUNTY a written letter, not less than one hundred eighty (180) days prior to the beginning of any Fiscal Year, notifying COUNTY that it elects to discontinue its participation in this program. If PARTICIPATING COMMUNITY elects not to participate in the COUNTY centralized billing services by so indicating in Section 3.4 of this Agreement, PARTICIPATING COMMUNITY may request to participate in a future fiscal year, by furnishing to COUNTY a written letter, not less than one hundred eighty (180) days prior to the beginning of that fiscal year.
- 6.2 If PARTICIPATING COMMUNITY timely notifies COUNTY of its election for centralized billing services, COUNTY shall provide the following services:
 - 6.2.1 Review invoices from and timely pay Contractors.
 - 6.2.2 Process billing statements to the haulers and PARTICIPATING COMMUNITIES, as applicable.
 - 6.2.3 Collect data from load tickets received from disposal and transfer facilities.

- 6.2.4 Provide financial and tonnage reporting for each PARTICIPATING COMMUNITY.
 - 6.2.5 Collect required security deposits from haulers.
 - 6.2.6 Suspend haulers for non-payment.
 - 6.2.7 Institute appropriate collections for delinquent accounts.
 - 6.2.8 Research tonnage discrepancies as appropriate.
 - 6.2.9 Maintain copies of haulers' certificates of insurance.
 - 6.2.10 Issue truck decals and maintain vehicle information.
 - 6.2.11 Disburse Contractor rebates received by County as appropriate in accordance with the Solid Waste Agreements.
 - 6.2.12 Reconcile tonnages to the Contractor's monthly invoices.
- 6.3 All costs and expenses for COUNTY's centralized billing services shall be paid for by PARTICIPATING COMMUNITY at an initial rate of \$0.15 (fifteen cents) per ton of waste generated from the PARTICIPATING COMMUNITY which is received by a Contractor at a Designated Facility. Beginning on October 1, 2014, and on each October 1 thereafter for the initial term of the Solid Waste Agreement, the rate shall be subject to adjustment with a cap not to exceed 5% for any year and a floor of not less than 1%, by multiplying the existing rate by the Service Fee Adjustment Factor, as calculated according to the Solid Waste Agreements. The rate shall be subject to negotiation for any subsequent term.
- 6.4 COUNTY reserves the right, in its sole discretion, to cease providing centralized billing services prior to the commencement of any Fiscal Year, with a minimum of six (6) months written notice to PARTICIPATING COMMUNITY; except for the period beginning on July 3, 2013 and ending September 30, 2013, for which said notice by COUNTY shall be given to the PARTICIPATING COMMUNITIES no later than February 28, 2013.
- 6.5 COUNTY shall invoice PARTICIPATING COMMUNITY for centralized billing services within thirty (30) days of the end of each month. PARTICIPATING COMMUNITY agrees that it shall be required to pay COUNTY within thirty (30) days of receipt of the invoice in order to remain entitled to continuing to receive the service.

ARTICLE 7
OPTIONAL COUNTY FLOW CONTROL ENFORCEMENT SERVICES

- 7.1 Each PARTICIPATING COMMUNITY shall have the right, at its sole option, to participate in a COUNTY flow control enforcement program as more particularly described in this article. If PARTICIPATING COMMUNITY elects to participate in the COUNTY flow control enforcement program by so indicating in Section 3.4 of this Agreement, said election shall remain in force unless PARTICIPATING COMMUNITY furnishes to COUNTY a written letter, not less than one hundred eighty (180) days prior to the beginning of any Fiscal Year, notifying COUNTY

that it elects to discontinue its participation in this program. If PARTICIPATING COMMUNITY elects not to participate in the COUNTY flow control enforcement program by so indicating in Section 3.4 of this Agreement, PARTICIPATING COMMUNITY may request to participate in a future fiscal year, by furnishing to COUNTY a written letter, not less than one hundred eighty (180) days prior to the beginning of that fiscal year.

- 7.2 Each PARTICIPATING COMMUNITY electing to participate in flow control enforcement agrees to include a requirement that haulers consent to inspection of loads by COUNTY in any agreements, licenses, permits, franchises or other arrangements with haulers entered into after this Agreement.
- 7.3 COUNTY agrees to provide the following services as part of its flow control enforcement:
 - 7.3.1 Monitor the delivery of waste to the designated Disposal Facilities.
 - 7.3.2 Assist PARTICIPATING COMMUNITY staff in identifying violations of applicable solid waste ordinances, including efforts to avoid payment of franchise fees.
 - 7.3.3 Assist the PARTICIPATING COMMUNITIES with identifying unauthorized haulers providing service within a PARTICIPATING COMMUNITY.
 - 7.3.4. Assist the PARTICIPATING COMMUNITIES WITH identifying commercial businesses with inadequate solid waste services.
 - 7.3.5 Such other services as COUNTY and PARTICIPATING COMMUNITES agree are necessary to monitor adherence to this Agreement.
- 7.4 COUNTY reserves the right, in its sole discretion, to cease providing flow control enforcement services prior to the commencement of any Fiscal Year, with a minimum of six (6) months written notice to PARTICIPATING COMMUNITY; except for the period beginning on July 3, 2013 and ending September 30, 2013, for which said notice by COUNTY shall be given to the PARTICIPATING COMMUNITIES no later than February 28, 2013.
- 7.5 COUNTY shall invoice PARTICIPATING COMMUNITY for flow control enforcement services within thirty (30) days of the end of each month. PARTICIPATING COMMUNITY agrees that it shall be required to pay COUNTY within thirty (30) days of receipt of the invoice in order to remain entitled to continuing to receive the service.
- 7.6 All costs and expenses for COUNTY's flow control enforcement services shall be paid for by PARTICIPATING COMMUNITY at an initial rate of \$0.37 (thirty seven cents) per ton of waste generated from the PARTICIPATING COMMUNITY which is received by a Contractor at a Designated Facility. Beginning on October 1, 2014, and on each October 1 thereafter for the initial term of the Solid Waste Agreement, the rate shall be subject to adjustment with a cap not to exceed 5% for any year and a floor of not less than 1%, by multiplying the existing rate by

the Service Fee Adjustment Factor, as calculated according to the Solid Waste Agreements. The rate shall be subject to negotiation for any subsequent term.

ARTICLE 8
RELATIONSHIPS OF THE PARTIES

Except as set forth herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other party and nothing in this Agreement shall be deemed to constitute any party a partner, agent, or local representative of any other party or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the parties. The obligations created and imposed by this Agreement are not joint; rather, such obligations are separate and several between each of the PARTICIPATING COMMUNITIES and COUNTY.

ARTICLE 9
INDEMNIFICATION

To the maximum extent permitted by law, COUNTY and each PARTICIPATING COMMUNITY shall indemnify, defend and hold harmless the other, their officers, employees and agents from and against any liability, claims, demands, actions, costs, expenses, losses of damages whatsoever, including the intentional or negligent acts of each arising out of the performance of the obligations under this Agreement of COUNTY and each PARTICIPATING COMMUNITY, except the same shall not include punitive damages or prejudgment interest.

ARTICLE 10
DEFAULT AND TERMINATION

In the event there should occur any material breach in the performance of any covenant or obligation of a party hereunder that has not been remedied within thirty (30) days, except for a monetary breach which shall be remedied within fifteen (15) days, after receipt of notice from the non-breaching party specifying such breach, the non-breaching party may, if such breach is continuing, terminate this Agreement upon thirty (30) days' notice to the party in breach.

ARTICLE 11
DURATION

This Agreement shall be effective upon execution by COUNTY and a PARTICIPATING COMMUNITY. This Agreement shall remain in effect concurrently with the term of the Solid Waste Agreements and shall remain in effect so long as COUNTY and any PARTICIPATING COMMUNITY are subject to the Solid Waste Agreement(s). If, for any reason, the Solid Waste Agreements are terminated, this Agreement shall be deemed terminated as of the date of termination of the Solid Waste Agreement(s).

ARTICLE 12
THIRD PARTY BENEFICIARY

Wheelabrator and Sun-Bergeron shall be deemed to be third party beneficiaries to this Agreement entitled to assert any rights which otherwise would be available to COUNTY relating to a PARTICIPATING COMMUNITY'S performance of its obligations pursuant to this Agreement.

ARTICLE 13
MISCELLANEOUS

- 13.1 ASSIGNMENT. This Agreement, or any interest herein, may not be assigned, transferred or otherwise encumbered, under any circumstances by any party without the prior written consent of the other parties to this Agreement.
- 13.2 STATE AND FEDERAL LAWS. The provisions of solid waste disposal services under this Agreement shall comply with all applicable state and federal laws. This Agreement shall be construed in accordance with the laws of the state of Florida.
- 13.3 NOTICES. All notices, consents and other communications required, permitted or otherwise delivered under this Agreement shall be in writing and shall be delivered either by hand with proof of delivery or mailed by first class registered or certified mail, return receipt required, postage prepaid, and in any case shall be addressed as provided in Exhibit "B," which is attached hereto and made a part hereof. Changes in the respective addresses of PARTICIPATING COMMUNITIES provided in Exhibit "B" and of COUNTY provided on the signature page may be made by either party by giving notice to the other party. Notices and consents given by mail in accordance with this section shall be deemed to have been given five (5) business days after the day of dispatch; notices and consents given by any other means shall be deemed to have been given when received.
- 13.4 INCORPORATION OF AGREEMENTS. This document supersedes all prior negotiations, correspondence, conversations, agreements, or understandings, applicable to the matters contained therein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the PARTICIPATING COMMUNITY.
- 13.5 ADDITIONAL PARTICIPATING COMMUNITIES. Any time throughout the term(s) of this Agreement, any municipal corporation existing under the laws of the state and located in COUNTY which is not already a PARTICIPATING COMMUNITY may become a PARTICIPATING COMMUNITY by agreeing to all of the terms and conditions of this Agreement.

13.6 SEVERABILITY. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree as to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified or supplemented, or otherwise affected by such action, remain in full force and effect.

13.7 REPRESENTATIONS AND WARRANTIES. Each of the PARTICIPATING COMMUNITIES and COUNTY hereby represents and warrants as to itself as follows:

- (a) It is duly organized and validly existing under the constitution and laws of the state of Florida, with full legal right, power and authority to enter into and perform its obligations hereunder;
- (b) This Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms (except as such enforceability may be limited by Article X, Section 13 of the Florida Constitution or bankruptcy, moratorium, reorganization or similar laws affecting the right of creditors generally).

13.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to 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. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

13.9 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, PARTICIPATING COMMUNITIES AND COUNTY HEREBY EXPRESSLY**

WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

13.10 MULTIPLE ORIGINALS

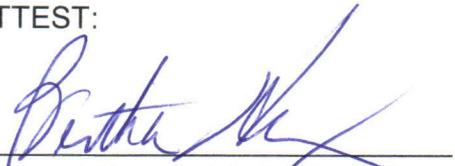
Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[THE REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 8th day of January, 2013, and each PARTICIPATING COMMUNITY, signing by and through officers duly authorized to execute same.

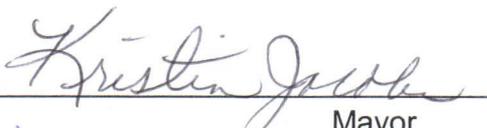
COUNTY

ATTEST:



Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By 

Mayor
12th day of March, 2013



Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By 

Noel M. Pfeffer (Date)
Deputy County Attorney

NMP:slw

PARTICIPATING COMMUNITY

WITNESS:

City of Tamarac
Name of Participating Community

Jina M. Wheatly

Beth Palazzo

24 day of January, 2013.

ATTEST:
By [Signature]
City Manager

[Signature]
City Clerk

28th day of January, 2013

(CORPORATE SEAL)

APPROVED AS TO FORM:

[Signature] 1/22/13
City Attorney

NMP:slw
12-19-12
NMP-Disposal\LA121912.doc

EXHIBIT A
NAMES OF PARTICIPATING COMMUNITIES

EXHIBIT B
NOTICES FOR PARTICIPATING COMMUNITIES

EXHIBIT C

NOTICE OF MUNICIPAL SELECTIONS FOR SOLID WASTE DISPOSAL

Municipality: City of Tamarac

Residential Waste and Commercial Waste:

Wheelabrator

Price Option A

Price Option B

Price Option C

Sun-Bergeron

Neither

Both

Describe: _____

Yard Waste

Wheelabrator

Sun-Bergeron

Neither

Bulk Trash

Wheelabrator

Sun-Bergeron

Neither

Construction & Demolition Debris

Wheelabrator

Sun-Bergeron

Neither

Signature of Authorized Official



Date

1/16/13

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2018 99

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY AND PARTICIPATING COMMUNITIES PROVIDING FOR SOLID WASTE DISPOSAL SUPPORT SERVICES NUNC PRO TUNC TO JULY 3, 2018; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE SAID FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT AND TAKE ALL STEPS NECESSARY TO EFFECTUATE THE INTENT OF THE RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac is committed to providing fiscally and environmentally responsible disposal of municipal solid waste; and

WHEREAS, on January 23, 2013, via Resolution Number R-2013-11, the City Commission of the City of Tamarac approved the Interlocal Agreement (ILA) with Broward County and Participating Communities providing for Solid Waste Disposal Support Services, a copy of Resolution Number R-2013-11 is incorporated herein by reference and is on file in the Office of the City Clerk; and

WHEREAS, on February 27, 2018, the Broward County Board of Commissioners approved the First Amendment to the ILA for Solid Waste Disposal Support Services, extending the ILA through July 2, 2023, a copy of the notification from the Broward County Administrator to Broward County Municipal Managers is attached hereto as "Exhibit 1", incorporated herein and made a specific part of this Resolution; and

WHEREAS, City Staff have reviewed the First Amendment to the ILA and determined utilizing the pricing option "C" is in the best interest of the citizens, residents, and businesses within the City; and

WHEREAS, the Public Services Director, the Financial Services Director, and the Purchasing and Contracts Manager recommend the City Commission of the City of Tamarac approve the First Amendment to the ILA with Broward County for Solid Waste Disposal Services, nunc pro tunc, and authorize the appropriate City Officials to execute said Amendment to the ILA, a copy of the First Amendment is; attached hereto as "Exhibit 2", incorporated herein and made a specific part of this Resolution; and

WHEREAS, the City Commission of the City of Tamarac, deems it to be in the best interest of the citizens, residents, and businesses within the City to approve the First Amendment to ILA with Broward County and Participating Communities for Solid Waste Disposal Support Services, and authorize the appropriate City Officials to execute said Amendment to the Agreement and to take all steps necessary to effectuate the intent of this Resolution.

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

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

specific part of this Resolution.

SECTION 2: The City Commission HEREBY approves the First Amendment to the ILA with Broward County and Participating Communities for Solid Waste Disposal Support Services, effective July 3, 2018, attached hereto as "Exhibit 2", and the appropriate City Officials are HEREBY authorized to execute the First Amendment to the ILA and to take all steps necessary to effectuate the intent of this resolution.

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.

"The remainder of this page is intentionally left blank"

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

PASSED, ADOPTED AND APPROVED this 22 day of August, 2018.



HARRY DRESSLER
MAYOR

ATTEST:



PATRICIA TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR DRESSLER
DIST 1: COMM. BOLTON
DIST 2: V/M GOMEZ
DIST 3: COMM. FISHMAN
DIST 4: COMM. PLACKO

yes
yes
yes
yes
yes

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



per SAMUEL S. GOREN
CITY ATTORNEY



BERTHA W. HENRY, County Administrator

115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7362 • FAX 954-357-7360

March 22, 2018

To: Broward County Municipal Managers

RE: First Amendment to Interlocal Agreement for Solid Waste Disposal Support Services

Dear Municipal Managers:

On February 27, 2018, the Broward County Board of County Commissioners approved the attached First Amendment to the Interlocal Agreement (ILA) for Solid Waste Disposal Support Services which allows municipalities to formally renew the ILA should they select Wheelabrator as their service provider for the renewal term starting in July 2018. The First Amendment allows each participating municipality to utilize Wheelabrator for disposal of various waste streams (residential and commercial waste, yard waste, bulk trash, and/or construction and demolition debris) and details pricing options. Each participating municipality must commit to disposing of its residential and commercial waste (contracted processable waste) and the other selected various waste streams mentioned above with Wheelabrator for the entire first renewal term (July 3, 2018, through July 2, 2023).

If your municipality would like to participate, please print three one-sided copies of the attached agreement, complete and execute Page 5 of each, and send three original copies, by June 1, 2018, to:

Broward County Solid Waste and Recycling Services
Attn: Jeff Turpin, Interim Director
1 N. University Drive, Suite 400, Plantation, FL 33324

If you have any questions, please contact Jeff Turpin at 954-474-1849.

For reference purposes, please find attached information relating to waste-to-energy revenue share for the years 2015 - 2017 and unit pricing for yard waste, bulk trash, and construction and demolition debris for the years 2016 - 2018.

Sincerely,

A handwritten signature in black ink, appearing to read "Bertha Henry".

Bertha Henry
County Administrator

Attachments

cc: Thomas Hutka, Director, Public Works Department
Jeff Turpin, Interim Director, Solid Waste and Recycling Services
Richard Meyers, SWRS Program Manager

Broward County, FL - Public Works
Solid Waste and Recycling Services
Information for Option B and Option C of the Solid Waste Disposal Services Agreement

Disposal Rates for Option B:

Waste Type	10/1/15 to 9/30/16	10/1/16 to 9/30/17	10/1/17 to 9/30/18
Residential Waste	\$43.55	\$43.99	\$45.04
Commercial Waste	\$43.55	\$43.99	\$45.04
Yard Waste	\$27.68	\$27.96	\$28.63
Bulk Trash / Construction and Demolition	\$33.84	\$34.18	\$34.99

Revenue Share for Pricing Option B	7/2014 to 6/2015	7/2015 to 6/2016	7/2016 to 6/2017
(a) Factor of 25%	25%	25%	25%
(b) Total megawatt hours sold by the Contractor	348,605.80 Mwh	387,948.00 Mwh	455,368.80 Mwh
(c) Tons of Processed Waste delivered by Participating Communities	604,580.17 tons	635,735.95 tons	680,312.96 tons
Divided by total tons of all Processed Waste delivered to the Disposal Facilities	858,347.66 tons	769,743.74 tons	800,028.85 tons
(d) Actual annual average electricity revenue dollar per megawatt hour sold	\$ 29.46 Avg/Mwh sold	\$ 24.81 Avg/Mwh sold	\$ 27.25 Avg/Mwh sold
Less: \$25.00/Mwh, adjusted annually	\$ (25.38) /Mwh	\$ (25.36) /Mwh	\$ (25.58) /Mwh
	\$ 4.08 Difference	\$ (0.55) Difference	\$ 1.67 Difference
Total Credit Per Ton (Contract Year)	\$ 0.4141	\$ -	\$ 0.2372

Disposal Rates for Option C:

Waste Type	10/1/15 to 9/30/16	10/1/16 to 9/30/17	10/1/17 to 9/30/18
Residential Waste	\$42.53	\$42.96	\$43.98
Commercial Waste	\$42.53	\$42.96	\$43.98
Yard Waste	\$27.68	\$27.96	\$28.63
Bulk Trash / Construction and Demolition	\$33.84	\$34.18	\$34.99

Notes:

Source of estimated and actual revenue share prices and energy production data was provided by Wheelabrator.

Methodology for calculation of Revenue Share for pricing Option B can be found in Section 4.6.2 of the Wheelabrator Disposal Services Agreement.

Broward County Agreements
Summary of Wheelabrator Rates for Disposal and Optional Services

Waste Material / Program	10/1/18 to 9/30/19	10/1/17 to 9/30/18	10/1/16 to 9/30/17	10/1/15 to 9/30/16	10/1/14 to 9/30/15	10/1/13 to 9/30/14
<u>Wheelabrator Facilities Rates</u>						
<u>(Option 3/C)</u>						
Residential Waste	\$45.02/ton	\$43.98/ton	\$42.96/ton	\$42.53/ton	\$42.11/ton	\$41.48/ton
Commercial Waste	\$45.02/ton	\$43.98/ton	\$42.96/ton	\$42.53/ton	\$42.11/ton	\$41.48/ton
Yard	\$29.31/ton	\$28.63/ton	\$27.96/ton	\$27.68/ton	\$27.41/ton	\$27.00/ton
Bulk (C&D)	\$35.82/ton	\$34.99/ton	\$34.18/ton	\$33.84/ton	\$33.50/ton	\$33.00/ton
Tires	\$45.02/ton	\$43.98/ton	\$42.53/ton	\$42.53/ton	\$42.11/ton	\$41.48/ton
<u>Optional Services (Disposal Agreements)</u>						
Centralized Billing	\$0.164/ton	\$0.160/ton	\$0.156/ton	\$0.154/ton	\$0.152/ton	\$0.150/ton
Flow Control Enforcement	\$0.402/ton	\$0.393/ton	\$0.384/ton	\$0.380/ton	\$0.376/ton	\$0.370/ton
<u>Optional Services (Municipal ILAs)*</u>						
HHW	\$2.12/capita	\$2.06/capita	\$2.06/capita	\$2.06/capita	\$2.06/capita	\$2.06/capita
Bulk & Yard	\$0.54/capita	\$0.52/capita	\$0.52/capita	\$0.52/capita	\$0.52/capita	\$0.52/capita
KBB	\$0.25/capita	\$0.24/capita	\$0.24/capita	\$0.24/capita	\$0.24/capita	\$0.24/capita

* Population figures are from the Office of Economic and Demographic Research (EDR) generated on March 17, 2011 (<http://edr.state.fl.us/content/population-demographics/data/index.cfm>).

First Amendment to September 1, 2012 Interlocal Agreement

This is a First Amendment (the "First Amendment") to the September 1, 2012 Interlocal Agreement for Solid Waste Disposal Support Services (the "Interlocal Agreement") previously executed by and between Broward County, a political subdivision of the state of Florida ("County") and City of Tamarac, a municipal corporation ("Participating Community") (collectively, the "Parties").

RECITALS

- A. In June 2012, County entered into two agreements; one with Wheelabrator Environmental Systems Inc. ("Wheelabrator") and the other with Sun-Bergeron Solid Waste, J.V. ("Sun-Bergeron") (collectively, "Contractors") to provide for the disposal of solid waste generated within Broward County (the "Solid Waste Disposal Agreements"). Each of the Solid Waste Disposal Agreements requires the Contractors to accept Participating Community's waste for a five-year term that expires on July 2, 2018.
- B. Following execution of the Solid Waste Disposal Agreements, County offered all Broward municipalities the option of entering into the Interlocal Agreement to select either or both of the Contractors to provide solid waste disposal services, with pricing and waste disposal options listed in the Solid Waste Disposal Agreements.
- C. Sixteen municipalities entered into the Interlocal Agreement with County to become Participating Communities.
- D. In May 2015, County and Wheelabrator entered into a Global Amendment ("Global Amendment"), amending the Wheelabrator solid waste disposal agreement (as amended, the "Wheelabrator Solid Waste Disposal Agreement").
- E. The price options listed for the disposal of commercial and residential waste in the Wheelabrator Solid Waste Disposal Agreement's Exhibit "A" are listed as Option 1, Option 2, and Option 3. Option 1 was identified as Option A in the Interlocal Agreement, and only applies during the initial term of the Interlocal Agreement (the same initial term as the Wheelabrator Solid Waste Disposal Agreement), which is through July 2, 2018. Therefore, Option 1 (a.k.a. Option A) is not available as an option for any renewal of the Wheelabrator Solid Waste Disposal Agreement after July 2, 2018. For purposes of this First Amendment, and as identified below, Option 2 is the same as Option B under the Wheelabrator Solid Waste Disposal Agreement, and Option 3 is the same as Option C under the Wheelabrator Solid Waste Disposal Agreement.
- F. The Wheelabrator Solid Waste Disposal Agreement allows County to unilaterally extend the term through July 2, 2023. County has exercised that option. The Sun-Bergeron solid waste disposal agreement allows an extension of its term upon mutual written consent of County and Sun-Bergeron. County and Sun-Bergeron have not agreed upon terms for an extension, and the Sun-Bergeron solid waste disposal agreement is therefore expected to expire on July 2, 2018. Although

Participating Community may not obtain future services from Sun-Bergeron through this First Amendment, it acknowledges that it retains the option of seeking to directly contract with Sun-Bergeron for those services.

- G. The Interlocal Agreement's term runs concurrently with the Solid Waste Disposal Agreements. The Interlocal Agreement does not state, however, how an extension, if any, of the Solid Waste Disposal Agreements impacts the Interlocal Agreement's term.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Participating Community hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
2. The Interlocal Agreement is hereby renewed effective July 3, 2018 through July 2, 2023 (the "Initial Renewal Period").
3. During the full term of the Initial Renewal Period, Participating Community shall collect, transport, deliver, and deposit all Residential Waste and Commercial Waste (as defined in the Wheelabrator Solid Waste Disposal Agreement and otherwise known as Contracted Processable Waste in the Global Amendment) within its boundaries at the appropriate receiving facility of Wheelabrator in accordance with the Wheelabrator Solid Waste Disposal Agreement on one of the following price terms, except for waste or recycling material that is transported outside of the state of Florida:

Price Option B

Price Option C

4. In addition to the Residential Waste and Commercial Waste referenced in paragraph 3 above, during the full term of the Initial Renewal Period, Participating Community shall collect, transport, deliver, and deposit all of the following waste (as indicated by checking "Yes" below) within its boundaries at the appropriate receiving facility of Wheelabrator in accordance with the Wheelabrator Solid Waste Disposal Agreement, except for waste or recycling material that is transported outside of the state of Florida.

Yard Waste

Yes

No

Bulk Trash

Yes

No

Construction and Demolition Debris

- Yes
 No

5. Participating Community hereby authorizes the County to provide an executed copy hereof to Wheelabrator to evidence Participating Community's commitment during the full term of the Initial Renewal Period.

6. Under the Global Amendment, the County has a further unilateral right to extend the Wheelabrator Solid Waste Agreement through July 2, 2028 by initially notifying Wheelabrator of its intent to do so by January 15, 2022. To exercise that right, the County must have a binding written commitment for the entire second renewal term (July 3, 2023 through July 2, 2028 (the "Second Renewal Term")) from governmental entities within the County whose residents and businesses have annually generated at least 500,000 tons of waste collectively. The Interlocal Agreement (as amended by this First Amendment) expires on July 2, 2023, unless the Parties have entered into a timely amendment on or before January 15, 2022, reflecting that the Participating Community wishes to extend its commitment through the Second Renewal Term. At that time, Participating Community may adjust or change any of the options selected in paragraph 4 above.

7. Participating Community understands that the services to which it is obligating itself by executing this First Amendment, and the terms and conditions under which those services will be provided, are those specified in the June 26, 2012 solid waste disposal agreement between County and Wheelabrator as modified by the Global Amendment.

8. Exhibit C to the Interlocal Agreement is hereby removed in its entirety.

9. Preparation of the First Amendment has been a joint effort of County and Participating Communities, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

10. Except to the extent modified herein, the Interlocal Agreement shall remain in full force and effect. In the event of a conflict between the terms and conditions of this First Amendment and the terms and conditions set forth in the Interlocal Agreement, the terms and conditions of the First Amendment shall control.

11. This First Amendment shall be effective upon execution by the Parties, and may be fully executed in multiple copies by the parties, which together shall have the force and effect of an original document.

IN WITNESS WHEREOF, the Parties have made and executed this First Amendment to the Agreement: BROWARD COUNTY, through its County Administrator, authorized to execute same by Board action on the ___ day of ____, 2018, and each Participating Community, signing by and through officers duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through
its County Administrator

Print Name: _____

By _____
Bertha Henry, County Administrator

Print Name: _____

_____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Angela F. Benjamin (Date)
Senior Assistant County Attorney

By _____
Michael J. Kerr (Date)
Deputy County Attorney

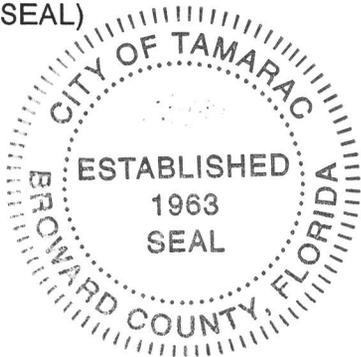
FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL
SUPPORT SERVICES BETWEEN BROWARD COUNTY AND PARTICIPATING
COMMUNITY City of Tamarac

ATTEST:

Patricia Teufel
Municipal Clerk
PATRICIA TEUFEL
Print or Type Name

Participating Community
By *H. Dressler*
Mayor-Commissioner
HARRY DRESSLER
Print of Type Name

(SEAL)



27 day of August, 2018
Michael C. Gernech
Municipal Manager
Michael C. Gernech
Print or Type Name

Approved as to Form:
By: *David J. ... 8/22/18*
Municipal Attorney

2nd Amendment to the ILA for Solid Waste Disposal

October 13, 2021



Solid Waste Disposal Services Timeline

June 2012

Broward County enters into Agreement with Wheelabrator for solid waste disposal at Waste-to-Energy Plant (WTE)

September 2013

Tamarac enters into ILA with Broward County to utilize WTE for disposal of residential and commercial solid waste; effective July 2013 through July 2018

August 2018

Tamarac approves 1st Amendment to the ILA for Disposal Services; extends the ILA through July 2, 2023



2nd Amendment to the ILA for Solid Waste Disposal

- ILA for Solid Waste Disposal has two (2) additional 5-year renewal options available
- Renewal through July 2028 requires commitment from County and participating Cities representing 500,000 tons of Solid Waste by January 14, 2022
- Approval of 2nd Amendment would extend ILA for Solid Waste Disposal through July 2, 2028
- Extended Solid Waste Disposal Agreement would help with future procurement of solid waste hauling agreement (current expires in September 2023)



SUMMARY OF CHANGES

- Extends the Agreement for five years (effective July 2, 2023 through July 2, 2028)
- Annual CPI Adjustment of Rate remains at 1% to 5%
- Additional \$1.50 per Ton to be added upon renewal (July 3, 2023)



Recommendation

- Even with the potential cost increase to solid waste, yard waste, and bulk waste, the ILA is still the best current option to dispose solid waste.
- Disposal of solid waste at WTE Plant is still a better and more sustainable option than landfilling
- The timing of the extensions is beneficial to the City, as we will be going back out to bid for Solid Waste Services next year (WM Hauling Agreement expires in September 2023). Having an established disposal agreement in place will help procurement of garbage hauling contract.





Questions





Title - TO2485 - Amending Section 2-29(c), of the City's Code, entitled "Regular meetings"

An Ordinance of the City Commission of the City of Tamarac, Florida, amending Article II, Section 2-29(c) of the Tamarac City Code, entitled "Regular meetings", providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
TO2485 - Memo	9/24/2021	Cover Memo
TO2485 - Ordinance	9/24/2021	Ordinance
Section 2-29. Regular Meetings	9/24/2021	Backup Material

City of Tamarac
Interoffice Memorandum
(City Clerk's Dept)

To: Kathleen Gunn, Interim City Manager
From: Jennifer Johnson, City Clerk
Date: Sept. 24, 2021
Re: TO2485 Amending Section 2-29(c), entitled "Regular Meetings"

Recommendation:

The City Clerk is requested to have TO2485 Amending Section 2-29(c), entitled "Regular Meetings" be added to the City Commission agenda, for consideration Oct. 13, 2021.

Issue:

During the Aug. 23, 2021, Workshop, the consensus of the Commission was to move forward with setting the second and fourth regularly scheduling meetings of the month to begin at 6 p.m., commencing Jan. 1, 2022.

Background:

Sec. 2-29. Regular meetings.

- (a) Regular meetings of the city commission shall be held on the second and fourth Wednesday of each month, except as set out in the Charter.¹
- (b) If a regular meeting date falls on a legal holiday, the meeting shall be rescheduled by the commission so as to occur within three (3) working days prior to or following the holiday.
- (c) Regular city commission meetings shall begin in accordance with the following schedule: The first meeting of each month shall begin at 7:00 p.m. and the second meeting of each month shall begin at a time established by resolution of the city commission. All city commission regular meetings shall adjourn no later than 11:30 p.m. local time. All remaining items on the agenda shall be deferred until the next regular meeting of the city commission or to a date and time certain as approved by the majority vote of the city commission. The city commission may conclude debate and voting on any agenda item under consideration at 11:30 p.m. The city commission may, by majority vote, extend the time of its meetings past 11:30 p.m. to consider remaining items on the agenda. The mayor is authorized to change the beginning time of the regular city commission meetings when he or she deems necessary with reasonable notice to the public and commissioners.

Fiscal Impact:

None

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. O-2021-

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING ARTICLE II, SECTION 2-29(C) OF THE TAMARAC CITY CODE, ENTITLED "REGULAR MEETINGS", PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac's Code of Ordinances provides that the City Commission shall hold regular meetings on the second and fourth Wednesday of each month, except as set out in the Charter; and

WHEREAS, the City's Code provides that the Commission has the authority to establish what time the meetings shall begin and adjourn; and

WHEREAS, the City Commission is desirous of changing the scheduled beginning time of the regularly scheduled monthly meetings; and

WHEREAS, it is in the best interest of the citizens of the City of Tamarac to amend the regular meeting beginning time, in order to best serve the needs of the City of Tamarac's diverse population.

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

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

CODING: Words in ~~struck through~~ type are deletions from existing law;
Words in underscored type are additions.

adoption hereof; all exhibits attached hereto are incorporated herein and made a specific part thereof.

SECTION 2: That Chapter 2 of the Tamarac City Code, entitled "Administration" Article II, Section 2-29(c), "Regular meetings" is hereby amended as follows:

Sec. 2-29(c). – Regular meetings.

(c) Regular city commission meetings shall begin in accordance with the following schedule: The first meeting of each month shall begin at ~~7:00 p.m.~~ 6:00 p.m. and the second meeting of each month shall begin at ~~a time established by resolution of the city commission~~ 6:00 p.m. commencing January 1, 2022. All city commission regular meetings shall adjourn no later than 11:30 p.m. local time. All remaining items on the agenda shall be deferred until the next regular meeting of the city commission or to a date and time certain as approved by the majority vote of the city commission. The city commission may conclude debate and voting on any agenda item under consideration at 11:30 p.m. The city commission may, by majority vote, extend the time of its meetings past 11:30 p.m. to consider remaining items on the agenda. The mayor is authorized to change the beginning time of the regular city commission meetings when he or she deems necessary with reasonable notice to the public and commissioners.

SECTION 3: It is the intention of the City Commission and it is hereby ordained 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

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Words in underscoring type are additions.

be renumbered or relettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

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

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

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

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.

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 Words in underscored type are additions.

JOHN R. HERIN, JR
INTERIM CITY ATTORNEY

CODING: Words in ~~struck through~~ type are deletions from existing law;
Words in underscoring type are additions.

Sec. 2-29. Regular meetings.

- (a) Regular meetings of the city commission shall be held on the second and fourth Wednesday of each month, except as set out in the Charter.¹
- (b) If a regular meeting date falls on a legal holiday, the meeting shall be rescheduled by the commission so as to occur within three (3) working days prior to or following the holiday.
- (c) Regular city commission meetings shall begin in accordance with the following schedule: The first meeting of each month shall begin at 7:00 p.m. and the second meeting of each month shall begin at a time established by resolution of the city commission. All city commission regular meetings shall adjourn no later than 11:30 p.m. local time. All remaining items on the agenda shall be deferred until the next regular meeting of the city commission or to a date and time certain as approved by the majority vote of the city commission. The city commission may conclude debate and voting on any agenda item under consideration at 11:30 p.m. The city commission may, by majority vote, extend the time of its meetings past 11:30 p.m. to consider remaining items on the agenda. The mayor is authorized to change the beginning time of the regular city commission meetings when he or she deems necessary with reasonable notice to the public and commissioners.
- (d) Rules governing conduct of spectators at commission meetings. Members of the public may speak at city commission meetings during public hearings or at a time to be specified by the mayor or presiding officer or during the period set aside for public discussion on the city commission agenda subject to the following:
 - (1) Members of the public may speak only at times designated by the city commission.
 - (2) The city commission may limit the total time allotted to public discussion and the total number of speakers during discussion on any ordinance, resolution, motion, workshop item, or discussion item and may limit the time allotted to each speaker during discussion on any ordinance, resolution, motion, workshop item, or discussion item, or during the time designated on the city commission agenda for public discussion.
 - (3) When a matter has been designated as quasi-judicial, public remarks shall be limited to the quasi-judicial public hearing.
 - (4) Members of the public shall address only the topic being discussed as determined by the mayor or presiding officer unless discussion is pursuant to the public discussion item on the city commission agenda.
 - (5) Disruptive, belligerent or abusive conduct by any member of the public is prohibited and shall not be permitted.
 - (6) Any member of the public who violates this section may be instructed by the city commission to remove himself or herself from the commission chambers of the city. Upon his or her failure to do so, a member of the Broward Sheriff's Office shall eject the person from the commission chambers upon instruction by the city commission.
 - (7) It shall be unlawful for any person to refuse to voluntarily or involuntarily leave the city commission chambers when instructed to do so by the mayor or presiding officer.
 - (8) Any person convicted of violating subsection (6) above, shall be subject to the penalties as provided in section 1-13 of this Code.

¹Editor's note(s)—The language "During the month of July the council shall have no regular meetings." has been deleted as it was in conflict with the provisions of Charter § 4.06. Please refer to § 4.06 for further information on meetings.

(Code 1975, § 2-11; Ord. No. 91-1, § 1, 1-23-91; Ord. No. 96-9, § 2, 6-26-96; Ord. No. O-2019-12, § 2, 9-11-19; Ord. No. O-2020-003, § 2, 2-12-20; Ord. No. O-2021-008, § 2, 2-24-21)



Title - Discussion and consensus on Inspiration Way art piece purchase and permanent placement

Commission District(s):
District 2

ATTACHMENTS:

Description	Upload Date	Type
Presentation	10/7/2021	Presentation



Recommended sculptures for purchase: Inspiration Way 2021

October 12, 2021

West side

Hanna Jurban

Superstar

Steel & Paint & Stainless Steel

9' x 8' x 8'

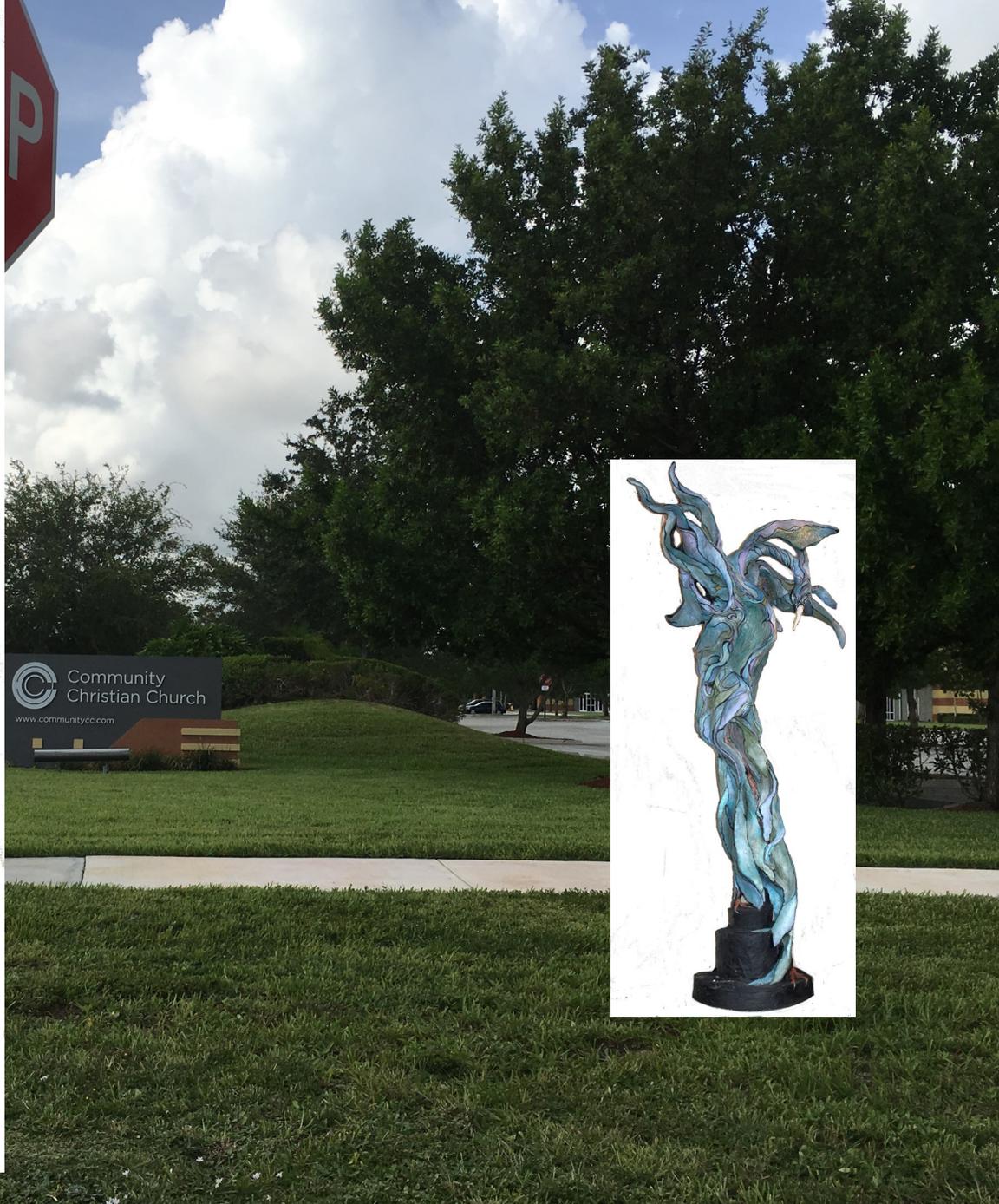
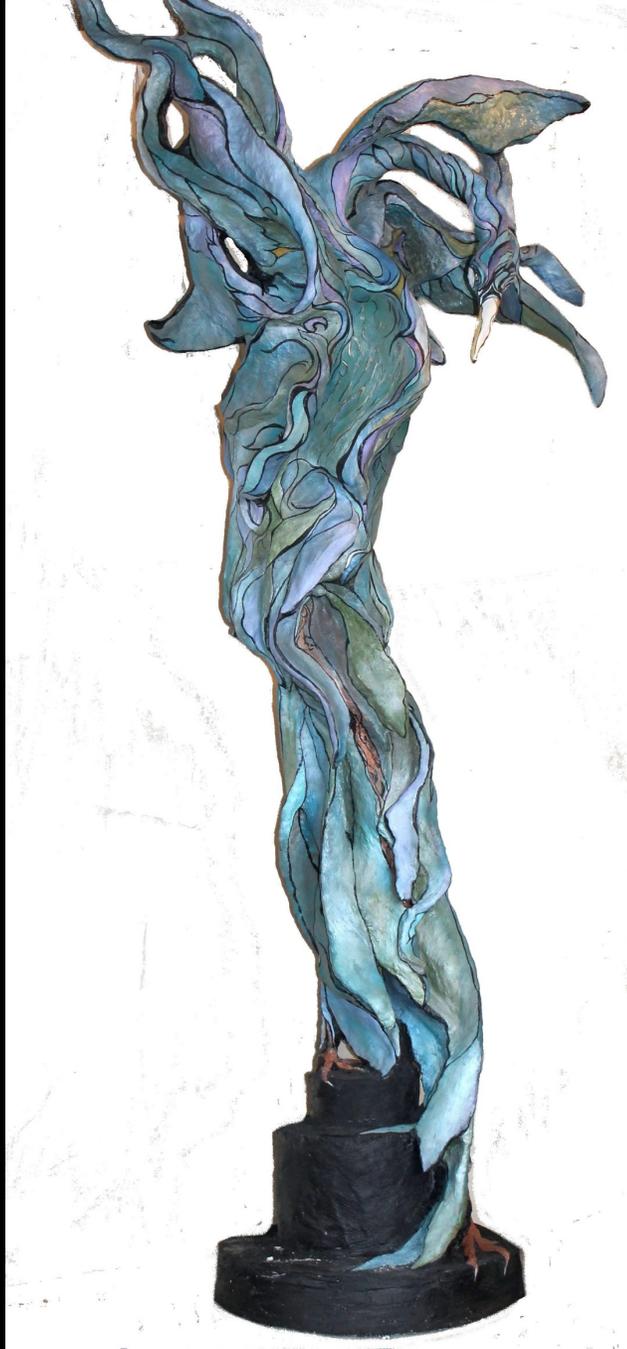
\$22,000.00



State Street by the Church

Lee Bell
Blue Heron

7.8 ' h x 3,5 ' w x 22"
\$12,000
recycled media , steel
cement



Corner of Commercial
Blvd and Nob Hill



Gus and Lina Ocamposilva
"Unstoppable"
Welded aluminum-enamels
14' x 10' x 20"
\$18,200



Q & A



Title - Discussion and direction related to a "majority" not a "super majority" when it comes to the censure and/or removal of a member of the City Commission

Requested by Vice Mayor Villalobos



Title - Discussion related to City Commission activity on all Social Media Platforms

Requested by Vice Mayor Villalobos



Title - City Commission Questions/Direction to the Interim City Manager or the City Attorney

Requested by Commissioner Bolton