



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

**Chamber - Amended Agenda**

**October 27, 2021**

**7:00 PM**

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## **CALL TO ORDER:**

## **ROLL CALL:**

## **PLEDGE OF ALLEGIANCE:**

**Commissioner Bolton**

## **INTRODUCTION**

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

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

#### **a. Employee Service Awards**

##### **Five-Years of Service**

Winston Forde

Jean-Yves Virgile

Corey McCall

##### **10-Years of Service**

Scott Babcock

##### **15-Years of Service**

James Twigger

##### **20-Years of Service**

Alisha Regits

##### **35-Years of Service**

Nancy Wilson

### **3. PUBLIC PARTICIPATION**

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

Members of the public wishing to provide comments to the members of the City Commission on any matter,

including items on the agenda, may submit their comments by email to CityClerk@Tamarac.org. 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 agendaize 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 August 25, 2021 - City Commission Minutes**

**b. Approval of the September 20, 2021 Workshop Minutes**

**c. Approval of the October 13, 2021 - City Commission Minutes**

**d. TR13696 - 2022 Cigna Health Insurance Program Renewal**

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to renew and execute an agreement with Cigna, providing for Administrative Services for claims and Flexible Spending Plans and the Employee Assistance Program, the Telehealth Connection Program and the MotivateMe Value Program, and to make certain modifications to the Health Insurance Program for employees and retirees; providing for conflicts; providing for severability; and providing for an effective date.

**e. TR13697 - 2022 Stop Loss Insurance Renewal**

A Resolution of the City Commission of the City of Tamarac, Florida, approving the renewal of the agreement with Cigna, authorizing the appropriate City Officials to execute the agreement with Cigna, providing for Stop Loss insurance; providing for conflicts; providing for severability; and providing for an effective date.

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

**a. TR13681 - Employment Agreement for Acting Manager Kathleen Gunn**

A Resolution of the City Commission of the City of Tamarac, Florida approving and authorizing the execution of an employment agreement between the City of Tamarac and Kathleen Gunn, attached hereto as Exhibit A and incorporated herein; authorizing the appropriate City Officials to take any and all action necessary to effectuate the intent of this Resolution; providing for conflicts, providing for severability; and providing for an effective date.

**b. TR13694 – Award of RFP #20-15R – Design/Build of Caporella Park Enhancements Project**

A Resolution of the City Commission of the City of Tamarac, Florida, Awarding RFP #20-15R and

authorizing the appropriate City Officials to execute an agreement with MBR Construction, INC., for the design/build of the Caporella Park Enhancements project for an amount not to exceed \$4,438,830.94; a contingency amount of \$443,883.09 will be added to the project, for a total project budget of \$4,882,714.03; providing for conflicts; providing for severability; and providing for an effective date.

**c. TR13707 - Resolution Supporting the Efforts of the Public Rights Project and the Southern Poverty Law Center**

A Resolution of the City Commission of the City of Tamarac, Florida, supporting the efforts of the Public Rights Project and the Southern Poverty Law Center to declare as unconstitutional the provisions of Chapter 2021-6, Laws of Florida (A/K/A House Bill One) that interfere with a Florida municipality's ability to adopt the operating budget of the municipality's law enforcement agency; providing for conflicts; providing for severability; and providing for an effective date.

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

**a. TO2484 - Amending Ordinance 2021-023 FY 2021 Operating and Capital Budget**

An Ordinance of the City Commission of the City of Tamarac, Florida, amending Ordinance 2021-023, which amended the City of Tamarac Operating Budget, Revenues and Expenditures, the Capital Budget, and the Financial Policies for the Fiscal Year 2021, by increasing the total revenues and expenditures by a total of \$8,913,300, as detailed in Attachment A attached hereto and summarized in Attachment B; providing for conflicts; providing for severability; providing for an effective date.

Commission District(s): Citywide

**7. PUBLIC HEARING(S)**

**a. TR13698 - Approval to Submit Final Application to Florida Department of Economic Opportunity (DEO) for CDBG-CV Round 2 Funding and Authorize City Officials to Execute Related Documents**

A Resolution of the City Commission of the City of Tamarac, Florida, approving the submittal of an application to the Florida Department of Economic Opportunity (DEO) for Community Development Block Grant Coronavirus Relief Funding (CDBG-CV) round 2 totaling \$181,156 for eligible housing activities; authorizing the City Manager or appropriate city officials to execute documents related to the application; providing for conflicts; providing for severability; and providing an effective date.

Commission District(s): Citywide

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

**a. TO2479 - Amendment to the City's Comprehensive Plan to create a new Property Rights Element as required by Florida Statutes 163.3177(6)(i)/HB59**

An Ordinance of the City of Tamarac, Florida, adopting with changes, an amendment to the City of Tamarac Comprehensive Plan, by and through procedures required for the expedited state review process pursuant to authority under State Statutes Section 163.3184, specifically creating a new property rights element of the comprehensive plan entitled "Property Rights" attached hereto as Exhibit "A"; authorizing transmittal of the adopted property rights element comprehensive plan amendment to the Department of Economic Opportunity and other agencies as required by Florida Statutes 163.3184(3) providing for inclusion in the comprehensive plan; providing for conflict; providing for severability; and, providing for an effective date.

Commission District(s): Citywide

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

**10. OTHER**

**a. Discussion and possible direction regarding proposed changes to the Code of Ordinances**

*Requested by Commissioner Gelin*

1. Clarifying that conduct of commercial activity in a residential area is strictly prohibited; establishing a penalty for violation as the largest fine which a city may impose under Florida law against both the promoter of the commercial activity and the owner of the property on which it is occurring and authorizing the Police, Code Enforcement, Fire Department or any other lawful authority to enforce this prohibition. Enforcement shall include immediately ceasing the unlawful commercial activity, clearing the premises, impounding any vehicles unlawfully parked, and impounding any property being used to promote the unlawful commercial activity for use as evidence in a forfeiture proceeding.

2. Amend Section 10-5(J)(5) stating that any matter that is withdrawn prior to the public hearing, or denied by the Commission or Planning Board, cannot be resubmitted to the City for 18 months

3. Amending the City's Code to clarify that only the City Commission can grant an extension for a Land Use Plan Amendment (LUPA) or Rezoning application consistent with F.S. 163.3184 3 C1 & 4E1

**b. 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 Bolton**



## **Title - Employee Service Awards**

### **Five-Years of Service**

Winston Forde

Jean-Yves Virgile

Corey McCall

### **10-Years of Service**

Scott Babcock

### **15-Years of Service**

James Twigger

### **20-Years of Service**

Alisha Regits

### **35-Years of Service**

Nancy Wilson

### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Employee Service Awards Presentation	10/19/2021	Presentation
Employee Service Awards Memo	10/5/2021	Cover Memo



# Celebrating Service

*Congratulations to the following employees  
for reaching City service milestones!*

**October 27, 2021**





5 YEARS



**Winston Forde**  
***Mechanical Inspector***  
***Building***





5 YEARS



**Jean-Yves Virgile**  
*Inspector EMT*  
*Fire Rescue*





5 YEARS



**Corey Mc Call**  
***Utilities Service Worker III***  
***Public Services***





10 YEARS



**Scott Babcock**  
*Waterplant Operator A*  
*Public Services*





15 YEARS



**James Twigger**  
*Assistant Director of IT  
Information Technology*





20  
YEARS



**Alisha Regits**  
***Captain Paramedic***  
***Fire Rescue***



35 YEARS



**Nancy Wilson**  
*Executive Assistant*  
*Financial Services*



# **Thank you for your service!**

*Committed to Excellence... Always*



CITY OF TAMARAC  
INTEROFFICE MEMORANDUM  
HUMAN RESOURCES DEPARTMENT

To: City Clerk

Date: October 4, 2021

From: Arlene Walsh  
Benefits Manager

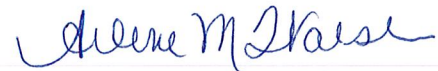
Re: Employee Service Awards  
Commission Meeting October 27, 2021

The following is a list of employees to be recognized at the next City Commission meeting on October 27, 2021

**EMPLOYEE SERVICE AWARD LIST**

Employee Name	Job Title	Department	Years of Service
Winston Forde	Mechanical Inspector	Building	5
Jean-Yves Virgile	Inspector EMT	Fire Rescue	5
Corey Mc Call	Utilities Service Worker III	Public Services	5
Scott Babcock	Waterplant Operator A	Public Services	10
James Twigger	Assistant Director of IT	Information Technology	15
Alisha Regits	Captain Paramedic	Fire Rescue	20
Nancy Wilson	Executive Assistant	Finance	35

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



Arlene Walsh  
Benefits Manager

cc: Human Resources Director  
Assistant City Clerk



**Title - Approval of the August 25, 2021 - City Commission Minutes**

**ATTACHMENTS:**

Description	Upload Date	Type
08252021 Draft Minutes	10/11/2021	Backup Material

City Commission Minutes  
Wednesday, Aug. 25, 2021  
7 p.m.

**CALL TO ORDER:** Mayor Gomez called the Wednesday, Aug. 25, 2021, Regular City Commission meeting, being held at City Hall, to order at 7:00 p.m.

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

**PLEDGE OF ALLEGIANCE:** Commissioner Bolton led the Pledge of Allegiance.

**1. CITY ATTORNEY REPORT**

None.

**2. CITY MANAGER REPORT**

**a. Investment Report – June 2021**

**b. Quarterly Employee Service Awards**

**5-Years of Service**

Nancy Rivera  
Ann Marie Gordon  
Lorenzo Calhoun  
Chevelle Crusan

**10-Years-of Service**

Hazel Alzugaray  
Jason Bua  
Job Maria  
Jonathon Neary  
Paul Onorati  
Christopher Rogers  
Michael Stairs  
Brian Maloney  
Rodney Smith  
Anthony Elliott

**15-Years of Service**

Cynthia Natale  
Michael Christopher  
Bhanmatie Ramnarine

**20-Years of Service**

Nicholas Pyke  
Mark Brown

**25-Years of Service**

Sadhana Swaroop  
Michael Regits  
Natalie Turner

c. **2021 Neighborhood Beautification Recognition Program – Q2 Commercial Property**

L4 Palm Beach LLC (Taco Bell) – 7625 W. Commercial Blvd.

**Residential Properties**

District 1 – Arnaldo Barrionuevo, 5401 NW 57 Street

District 2 – Mellesha N. Brown & Shoalan A. Smith, 5009 N. Travelers Palm Lane

District 3 – Safir & Jamella Mohammed, 9107 NW 73 Street

District 4 – Gentil & Maria De Jesus Castro, 7010 Golf Point Circle

Special Meeting for the Woodland Project

City Manager, Michael C. Cernech, stated the applicant had requested to have their item moved up from date selected by the City Commission during the workshop on Aug. 23, 2021. The current date is scheduled for Oct. 27, 2021, and Cernech provided a few optional dates in late September or early October. Discussion by the Commission ensued, and the decision was to leave the meeting on October 27 for now, find out if Mr. Lohman is available for October 6, and consider changing the meeting date after we have that information.

**3. PUBLIC PARTICIPATION**

Mayor Gomez opened for public comments.

- a. Rudy Delgado, of 8307 NW 57<sup>th</sup> Court, Tamarac, provided a statement, which is attached.
- b. Ron Wasserman, of 8575 Jade Drive, Tamarac, urged everyone over 40, is screened for colon cancer. Wasserman also stated he was fed up with Pulte Homes, and no one wants to take responsibility for the Woodmont property.
- c. Darcy Schiller, of 7879 Granville Drive, Tamarac, described an interaction between Commissioner Bolton and herself regarding his salary, and car allowance. Schiller recalled statements made by Commissioner Gelin regarding not being able to attend Commission meetings prior to 7 p.m. because he has another job, and how he can also consider this a full time position. Schiller addressed the salaries for Commissioners in Parkland and Weston, which is less than Tamarac. Schiller asked where Commissioner Bolton, Commissioner Gelin, and Vice Mayor Villalobos are for earning a high salary. Ms. Schiller's final statement regarding Commissioners being held accountable was inaudible.
- d. Arnaldo Barrionuevo, of 5401 NW 57<sup>th</sup> Street, Tamarac, asked when the barrier wall was going to be constructed on Commercial Blvd., and who cleans the garbage all over Woodlands Blvd? Mayor Gomez stated a member of staff would follow up regarding both issues.

Mayor Gomez closed public comments.

**4. CONSENT AGENDA**

- a. Approval of the July 7, 2021, City Commission Workshop Minutes
- b. Approval of the July 14, 2021, City Commission Meeting Minutes
- c. **TR13640 – Broward Co. Interlocal Agmt – Inspections**

A Resolution of the City Commission of the City of Tamarac, Florida authorizing the appropriate city official to execute the Interlocal Agreement for Emergency/Non-Guaranteed Supplemental Support between Broward County and the City of Tamarac for Inspection and Plan Review Services to be performed by the Broward County Building Code Services Division in the event there is a staff shortage at the rates of eighty-five and 67/100 dollars (\$85.67) per hour for a building code inspector, ninety-seven and 58/100 dollars (\$97.58) per hour for a plan examiner, ninety-eight and 56/100 dollars (\$98.56) per hour for a chief building code inspector, ninety-nine and 80/100 dollars (\$99.80) per hour for building officials services, overtime, when pre-approved by the city, will be at one and one half (1 ½) the normal hourly rate, all hourly charges will be billed in increments of thirty (30) minutes, including annual increase not to exceed 5%, for a five-year period through October 1, 2026; providing for conflicts; providing for severability; and providing for an effective date.

**d. TR13649 – Mayor At-Large Appointment to the Diversity, Equity & Inclusion Board**

A Resolution of the City Commission of the City of Tamarac, Florida, appointing Mike Jeknavorian as an At-Large member, appointed by the Mayor, to the Diversity, Equity & Inclusion Board, for a term that is concurrent with the Mayor, or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

**e. TR13653 – Appointments to the Veterans Affairs Committee**

A Resolution of the City Commission of the City of Tamarac, Florida, appointing eight or more members to the Veterans Affairs Committee, to each serve a four-year term, or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

**f. TR13655 – First Amendment to the Interlocal Agreement between Broward County and the City of Tamarac for Community Shuttle Service**

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to execute the First Amendment to the Interlocal Agreement between Broward County and the City of Tamarac for Community Shuttle Service; providing for conflicts; providing for severability; and providing for an effective date.

**g. TR13661 – Amending List of Charitable Entities**

A Resolution of the City Commission of the City of Tamarac, Florida, amending Resolution R-2021-081, by specifically adding to and deleting from the list of charitable entities with whom the City of Tamarac recognizes a formally approved relationship; providing for an amended Exhibit "A", attached hereto and incorporated herein, as may be amended from time to time, for the expresses purpose of compliance with Section 1-19(C)(5)(A)(4) of the Broward County Code of Ordinances; providing for conflicts; providing for severability; and providing for an effective date.

**h. TR13664 – Appointing Brian Neff as a Resident Trustee on the Fire Pension Board**

A Resolution of the City Commission of the City of Tamarac, Florida, confirming the appointment of Brian Neff as a Resident Appointed Trustee to the Firefighters Pension Board to serve a four-year term ending August 25, 2025, or until a new appointment is made; providing for conflicts; providing for severability; and providing for an effective date.

**i. TR13665 – Accepting an EMS Grant from Broward County for purchase of pre-hospital ventilators**

A Resolution of the City Commission of the City of Tamarac, Florida, accepting an



Emergency Medical Services (EMS) grant award from Broward County for the purchase of pre-hospital ventilators in the amount of \$8,010; authorizing the appropriate City Officials to execute an Agreement and necessary documents pending legal review between Broward County and the City of Tamarac for grant funding in the amount of \$8,010; providing for conflicts; providing for severability' and providing for an effective date.

**j. TR13666 – Adjustment factor to be applied to annual Water and Sewer Rate Schedule for Fiscal Year beginning October 1, 2021**

A Resolution of the City Commission of the City of Tamarac, Florida, establishing the adjustment factor to be applied to the Annual Water and Sewer Rate Schedule for the Fiscal Year beginning October 1, 2021; providing for conflicts; providing for severability; and providing for an effective date.

**~~k. TR13669 – Approval of Liability Waiver Agreement with BSOs Fire Rescue Logistics Unit~~**

~~A Resolution of the City Commission, of the City of Tamarac, Florida, to approve a Liability Waiver Agreement Renewal with the Broward Sheriff's Office (BSO) to purchase emergency medical and firefighter equipment and supplies from Broward County Sheriff's Office Fire Rescue Regional Logistics Unit in an amount of one hundred and eighty six thousand (\$186,000) dollars for FY22 and one hundred and ninety five thousand (\$195,000) dollars for FY23 for a total amount not to exceed three hundred and eighty one thousand (\$381,000) dollars for a two year period and authorize the City Manager to extend the total dollar amount by an additional twenty five thousand (\$25,000) dollars annually based upon exigent circumstances; authorizes the appropriate City officials to execute a Liability Waiver Agreement for the purchases; providing for conflicts; providing for severability; and providing for an effective date.~~

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

City Manager Cernech stated there was none. City Attorney Herin stated the applicant for Item 7.a. and 9.a. 5601 N. Hiatus Road, be presented together. Herin also stated Item 8.a. "Woodlands Overlay District" is a Quasi-Judicial item.

Commissioner Gelin asked to remove TR13699 – "Approval of Liability Waiver Agreement with BSOs Fire Rescue Logistics Unit" for discussion

Clerk Johnson conducted a roll call vote to approve the consent agenda as amended, and the motion carried unanimously 5-0.

**TR13669 – Approval of Liability Waiver Agreement with BSOs Fire Rescue Logistics Unit**

A Resolution of the City Commission, of the City of Tamarac, Florida, to approve a Liability Waiver Agreement Renewal with the Broward Sheriff's Office (BSO) to purchase emergency medical and firefighter equipment and supplies from Broward County Sheriff's Office Fire Rescue Regional Logistics Unit in an amount of one hundred and eighty six thousand (\$186,000) dollars for FY22 and one hundred and ninety five thousand (\$195,000) dollars for FY23 for a total amount not to exceed three hundred and eighty one thousand (\$381,000) dollars for a two year period and authorize the City Manager to extend the total dollar amount by an additional twenty five thousand (\$25,000) dollars annually based upon exigent circumstances; authorizes the appropriate City officials to execute a Liability Waiver

Agreement for the purchases; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Herin read the title for the record.

Commissioner Bolton motioned to approve, Commissioner Gelin seconded.

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

Discussion by the Commission ensued.

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

## **5. REGULAR AGENDA**

### **a. TR13654 – Renaming the large dog area of the Gary B. Jones Park for People and Pups**

A Resolution of the City Commission of the City of Tamarac, Florida, renaming the large-dog area of the Gary B. Jones Park for People and Pups in honor of Dr. Michael Horbal; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Herin read the title for the record.

Commissioner Placko motioned to approve. Vice Mayor Villalobos seconded.

Director of Parks & Recreation, Greg Warner, provided comments related to the request and the city receiving a resident petition.

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

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

### **b. TR13667 – Authorization to deviate from Section 2-76(4)(e) and grant a reduction in the lien amount for property located at 6700 NW 74 Avenue/Anthony Aidone to \$125,000**

A Resolution of the City Commission of the City of Tamarac, Florida, approving and authorizing a deviation from Section 2-76 of the City of Tamarac Code of Ordinances entitled "Lien Reduction and Abatement Procedures", specifically Section 2-76(4)(e), to allow for a reduction in the lien amount to the amount of one hundred and twenty five thousand dollars, for property located at 6700 NW 74 Avenue (Anthony Aidone); providing for conflicts; providing for severability; and providing for an effective date.

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

Commissioner Placko motioned to approve. Vice Mayor Villalobos seconded.

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

Mayor Gomez opened for public comments.

1. Ryan Abrams, representing the buyer, requested that the City reduce the total

lien to 2% or \$32,000. Abrams stated the buyer plans to close tomorrow, and the City will have the money transferred immediately.

Discussion by the Commission ensued related to where the money to pay the existing liens comes from, the amount of staff time dedicated to the property, status of other homes like this in other neighborhoods, etc.

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

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

### **a. TO2479 – Amendment to the City’s Comprehensive Plan to create a new Property Rights Element as required by Florida Statutes 177.3177(6)(i)/HB59**

An Ordinance of the City Commission of the City of Tamarac, Florida, adopting an amendment to the City of Tamarac Comprehensive Plan, by and through procedures required for the expedited state review process pursuant to authority under state statutes Section 163.3184, specifically creating a new property rights element of the comprehensive plan entitled “Property Rights” attached hereto as Exhibit “A”; authorizing transmittal of the adopted property rights element comprehensive plan amendment to the Department of Economic Opportunity and other agencies as required by Florida Statutes 163.3184(3) providing for inclusion in the comprehensive plan; providing for conflict; providing for severability; and providing for and effective date.

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

Commissioner Placko motioned to approved. Commissioner Gelin seconded.

Mayor Gomez opened for public comments.

1. Ron Wasserman, of 8577 Jade Drive, Tamarac, stated there are problems all over the city with property rights.

No comments from the Commission.

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

## **7. PUBLIC HEARING**

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

An Ordinance of the City Commission of the City of Tamarac, Florida, adopting a Small Scale Land Use Plan Amendment to the City of Tamarac’s Comprehensive Plan Future Land Use Map in accordance with Chapter 163, specifically Section 163.3187 of the Florida State Statutes, for said land situated, lying, and being in Broward County, Florida, and located at 5601 N. Hiatus Road, and more particularly described in the legal description shown in Exhibit “A” attached hereto, to change the future land use designation of approximately 15.82 gross acres of land from “Commercial” to “Industrial” to facilitate and allow for the development of an industrial use and provide consistency with the Land

Development Code in accordance with the intent of the Comprehensive Plan of the City of Tamarac (Case No. 1-LUA-21); authorizing transmittal of the Small Scale Land Use Map Amendment to the Broward County Planning Council for recertification of the City of Tamarac Future Land Use Map; providing for amendment to the land use plan to reflect such change; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Herin read the title for the record.

Commissioner Placko motioned to approve. Vice Mayor Villalobos seconded.

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

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

City Attorney Herin read the title for the record, and provided rules governing quasi-judicial proceedings.

Clerk Johnson swore in Director of Community Development, Maxine Calloway, on behalf of the applicant, Dennis Mele, and the petitioner Gene Buckley.

Mayor Gomez asked if any of the members of the Commission had any ex parte communications regarding the matter. Commissioner Bolton, Commissioner Placko, Vice Mayor Villalobos did not have any communications. Commissioner Gelin and Mayor Gomez both stated they had communication with the attorney representing the applicant.

Commissioner Bolton motioned to approve. Commissioner Placko seconded.

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

Dennis Mele, on behalf of the applicant, provided a presentation, which is on file in the City Clerk's Office.

Calloway stated the Planning Board had a positive recommendation, with one negative vote.

Mayor Gomez asked if there were any individuals in the audience, who would like to ask questions or speak on the matter.

Clerk Johnson swore in Ron Wasserman.

1. Ron Wasserman, of 8577 Jade Drive, Tamarac, expressed his concern for the increased traffic in the area and asked the Commission to not approve the item.

There being no other comments, Mayor Gomez closed public comments.

Discussion by the Commission ensued related to increased traffic, proximity to the Sawgrass Expressway, what the recommendation of the Planning Board was, how many jobs the facility will bring to the area, being a LEED certified building, total impact fees and annual revenue for the city, etc.

Calloway clarified the dissenting vote on the Planning Board was by David Mountford.

Economic Development Manager, Lori Funderwhite, replied to questions related to bringing in this type of business to the city.

Gene Buckley, of TPA in Atlanta, provided comments related to the purchase, project and building in an efficient manner.

Clerk Johnson conducted a roll call vote and the motion to approve TO2477, and it carried 4-1. Commissioner Gelin, Commissioner Placko, Vice Mayor Villalobos and Mayor Gomez being in favor, and Commissioner Bolton not in favor.

Clerk Johnson conducted a roll call vote and the motion to approve TO2478, and it carried 4-1. Commissioner Gelin, Commissioner Placko, Vice Mayor Villalobos and Mayor Gomez being in favor, and Commissioner Bolton not in favor.

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

### **a. TO2463 – Prohibition of Begging, Panhandling & Solicitation Ordinance**

An Ordinance of the City Commission, of the City of Tamarac, Florida, amending Chapter 14 of the City's Code of Ordinances entitled "Motor Vehicle and Traffic: by amending Article I, Section 14-3 entitled "Activity Restricted on Streets"; Prohibiting Begging, Panhandling and Solicitation in and upon Roadways and Rights-of-Way within the City; providing for definitions; providing for findings and intent; providing for penalties; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Herin read the title for the record.

Commissioner Bolton motioned to approve. Commissioner Placko seconded.

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

Clerk Johnson conducted a roll call vote and the motion carried 4-1. Commissioner Gelin, Commissioner Placko, Vice Mayor Villalobos and Mayor Gomez being in favor, and Commissioner Bolton not in favor.

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

### **a. TO2476 – Ordinance Extending the Woodlands Overlay District Termination Date to Sunset and Terminate, Nunc Pro Tunc, Four (4) Years after the Effective Date of the Land Development Code**

An Ordinance of the City Commission of the City of Tamarac, Florida extending the Woodlands Overlay District termination date, nunc pro tunc to July 12, 2022 by amending Chapter 10 of the City of Tamarac Code of Ordinances, entitled "Land Development Code" by amending Article 2, entitled "Zoning Districts" by specifically amending Section 10-2.7(C), entitled "Woodlands Overlay District", to sunset and terminate the woodlands overlay district four years after the effective date of the City of Tamarac Land Development Code, in conformity with the City of Tamarac Comprehensive Plan; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Herin read the title for the record.

Commissioner Bolton motioned to approve. Commissioner Placko seconded.

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

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

**10. OTHER**

**None.**

There being nothing further to discuss, Mayor Gomez adjourned the meeting on Wednesday, August 25, 2021 at 9:41 p.m.

Minutes transcribed and submitted by City Clerk Jennifer Johnson.

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Jennifer Johnson, CMC

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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, Aug. 25, 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.

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DRAFT

**REGULAR COMMISSION MEETING  
AUGUST 25, 2021**

[illegible]



I am Rudy Delgado of Section Eleven Fairhaven Eleven.

I am here for a conclusion on a follow up on a follow up for an issue dealing with irrigation where Adrian Landscaping was hired to rebuild the entire irrigation system for our 255 homes.

The issue is that his company made the rebuilding with no permit and they did a mediocre job. If we look at the irrigation at Section 12 and 13 we will see that they have Rainbird timers and underground wiring to the home valves. In our case we would need 13 Rainbird timers and the complete reworking of the electrical lines to the homes. But this is not what was done. They installed about 130 battery operated timers. These timers are from Hunter and they clearly state that they are a special application for where there is no electricity available such a remote farm.

If I go to an ATM machine to get \$100 I would expect the machine to give me 5, \$20 bills. I don't expect that machine to give me 100 \$1 bills. That is what we have here: instead of 13 timers we have 130 timers that are completely isolated in a system that is not coherent.

I finally got the attention of the Chief Building inspector, Mr. George Folles, and he sent Cary Bauer to my home to inspect the new irrigation installation. To my surprise, Cary said that the installation was OK and he justified everything the way it was done.

I am disappointed. I was so convinced that the City of Tamarac was going to help me. They actually approve everything Adrian Landscape is doing. That company does landscaping, not irrigation. Furthermore they don't even have an office. The address they provide is the address of a mail box next to a supermarket.

So Adrian Landscape has been vindicated and as far as the City of Tamarac they may continue doing the same mediocre job everywhere and with no permits.

Mr. Chief Building Officer, remember Adrian Landscaping and the 100 single \$ bills.



888 SE 3<sup>rd</sup> Ave., Suite 400  
Fort Lauderdale, FL 33316  
Office: 954.332.2358  
Email: [rabrams@abrams-law.com](mailto:rabrams@abrams-law.com)  
Website: [www.abrams-law.com](http://www.abrams-law.com)

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8/23/2021

City Commission  
City of Tamarac  
7525 NW 88<sup>th</sup> Avenue  
Tamarac, FL 33321

**RE: 6700 NW 75<sup>th</sup> Ave, Tamarac, FL 33321 (the “Property”)  
Lien Reduction Request  
August 25, 2021 Commission Meeting – Item # TR13667**

Dear Commissioners:

The City’s staff has proposed a reduction of liens on the above Property, currently totaling \$1,756,375, to \$125,000. This request is scheduled to be heard at the regular commission meeting on August 25, 2021.

This firm represents FREA, LLC (“FREA”), a buyer under contract to purchase the Property, with closing scheduled on August 26, 2021. FREA hereby respectfully requests a further reduction to two percent (2%) of total fines accrued, or \$35,127.50, as justified under the unique circumstances of this property. This amount is equal to approximately 13% of the Property’s market value (\$261,280) as assessed by the Broward County Property Appraiser for 2021.

### **Procedural history**

As of early 2018, there were 11 liens recorded on the Property and multiple continuing violations existed. Compliance became a priority for the City. The City Commission authorized a lawsuit for injunction to enforce ordinances and prevent a continuing violation, which was filed on June 27, 2018. Of primary concern to the City was the operation of a landscaping business from the residence, with various work vehicles apparently stored there. The lawsuit also included two additional counts to foreclose and seek damages on the liens. Ultimately, a settlement agreement was entered with then-owner Anthony Aidone on December 3, 2018, through his attorney. The agreement called for dismissal of all counts of the lawsuit, with no fines paid, and gave the court continuing jurisdiction to enforce code compliance through its power of contempt, which the court ultimately exercised on October 21, 2019. Thereafter, Mr. Aidone passed away in late 2019. The Property is now in compliance on all violations except for CE14-10200312 (a building code violation – failure to obtain permits for installation of “glass blocks” in two windows). All 11 liens are recorded and remain active. Total fines on the liens have accrued to \$1,756,375.00.

Given the unusual number of compliance issues for this Property, the City’s staff has submitted a lien reduction request to the City Commission, which seeks authorization to reduce fines to

\$125,000. Note that the City's Code of Ordinances, Sec. 2-76 authorizes only the code enforcement special magistrate or the community development director to reduce fines. Here, the magistrate arguably retains jurisdiction to consider fine reduction, since the litigation is no longer pending. In any event, FREA is prepared to issue immediate payment to the City for a reasonable settlement of the liens, as proposed herein.

### **Narrative supporting reduction Request**

The foremost goal of code enforcement is compliance; revenue generation is secondary. In the Future Land Use element of the City's Comprehensive Plan, Objective 5 states that the Code Enforcement Division will be enhanced "to prevent and remove blight." Florida law provides that the intent of code enforcement is "to promote, protect, and improve the health, safety, and welfare of the citizens of the counties and municipalities of this state...." § 162.03, Fla. Stat. (2020). It is also acknowledged by staff that the reduction of fines will satisfy Goal #4 of the City of Tamarac 2040 Strategic Plan, "Tamarac is Vibrant". The City's dismissal of the litigation against Mr. Aidone, including the claims for foreclosure and money damages, proves that the City's goal is to achieve compliance. To this end, all violations are currently in compliance, except for CE14-10200312. The goal of compliance shared by FREA. Upon closing on the purchase of the property, FREA will prioritize correcting the one remaining violation.

Bearing in mind the City's policy goal of compliance, we respectfully ask that the City consider a greater reduction of the fines to a more manageable sum. There is increasing volatility in this real estate market, with COVID-19 again on the rise and possible interest rate increases looming. Further, adequate margins are needed to allow for investment in renovations of the Property. A substantial sum, yet undetermined, will be needed for renovations. Accordingly, a further reduction of fines is warranted; we propose two percent (2%) of total fines accrued, or \$35,127.50, which accounts for 13% of the Property's market value (\$261,280) as assessed by the Broward County Property Appraiser for 2021. In contrast, the \$125,000 amount proposed by staff is **48%** of the market value. The amount proposed by staff is well-intentioned and appreciated, but respectfully, does not adequately account for the market value of the Property and need for renovations.

Exorbitant fines can have the unintended consequences of disincentivizing transfer of ownership and reinvestment in degraded properties. **In light of the foregoing, FREA hereby offers \$35,127.50 to settle the lien amounts for the Property, conditioned on being permitted a reasonable time to correct the outstanding violation (CE14-10200312) without additional fines accruing thereon. This amount will be paid by cashier's check within five (5) days after August 25, 2021, if approved by resolution at that meeting.**

Thank you for considering the above request. We appreciate the opportunity the City is providing for lien reduction to facilitate the sale of and reinvestment into the Property.

*Note: This request is for settlement purposes only, and does not waive other rights, remedies or defenses that may be available under law, should this offer not be accepted.*

Sincerely,

*/s/Ryan A. Abrams*

Ryan A. Abrams, Esq.



**Title - Approval of the September 20, 2021 Workshop Minutes**

**ATTACHMENTS:**

Description	Upload Date	Type
September 20, 2021 Workshop Minutes	10/11/2021	Exhibit

City of Tamarac  
City Commission Workshop - Minutes  
Monday, September 20, 2021

**CALL TO ORDER:** Mayor Gomez called the Monday, September 20, 2021, City Commission Workshop to order at 10:01 a.m.

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

Also present were Interim City Manager Kathleen Gunn, City Attorney John R. Herin, Jr., and Assistant City Clerk Kimberly Dillon.

**PLEDGE OF ALLEGIANCE:** Interim Assistant City Manager, Percy Sayles, led the Pledge of Allegiance.

Interim City Manager, Kathleen Gunn advised the Commission that Commissioner Gelin is absent, because he lost his father. Mayor Gomez asked for a minute of silence for the bereaved family.

**1. Presentation - Investment Advisor**

John Grady, Investment Advisor of Public Trust Investment gave a presentation, which is on file in the City Clerk's Office.

Discussion ensued by the Commission regarding cashflow, cashflow statements and whether there is a formula that is used to calculate cash on hand.

**2. Presentation - Eastside Feasibility Study**

Parks and Recreation Director, Greg Warner, introduced the item. Mr. Warner stated the Commission previously approved a park feasibility study be for the eastside of the city. Miller-Legg was contracted to perform the study and that the Commission has been provided a copy of the report. Mr. Warner stated that Miller-Legg will be presenting their findings and recommendations to the Commission. Mr. Warner informed the Commission they are not being asked to adopt the study; however, the item will be back to the Commission at a later date for approval.

Mike Kroll, Lumy Fuentes and Art Thatcher from Miller-Legg and Associates gave a presentation, which is on file in the City Clerk's Office.

Discussion ensued by the Commission relating to the number of public meetings that were held, survey responses, the options that were presented, agreement with the different HOA's, partnership with neighboring cities, time frame, and implementation cost, etc.

Following discussion, Commission Bolton asked the presenters to provide the Commission with a breakdown of the demographic profile, of individuals age 17 and under, provided in the study.

**3. Presentation - Veterans Park/Sunset Point Park Projects**

Parks and Recreation Director, Greg Warner, Assistant Public Services Director, John Doherty and Purchasing and Contracts Manager, Keith Glatz gave a presentation, which is on file in the City Clerk's Office.

Discussion ensued by the Commission regarding the use of our parks during construction, parks being constructed simultaneously, and the repainting of the flag box at Veterans Park, etc.

Following discussions, Mayor Gomez asked that staff inform residents of the construction and when it will begin. She also suggested that staff could consider hosting a paver fundraiser to generate funds.

#### **4. Discussion - Boards, Committees, Commissions**

City Clerk, Jennifer Johnson, and Community Development Director, Maxine Calloway gave a presentation, which is on file in the City Clerk's Office. Human Resources Director Lerenzo Calhoun offered additional information.

Discussion by the Commission ensued, a consensus of the Commission agreed to not creating a Budget Committee; have staff take the lead with selecting members for the Tamarac Homeless Advisory Board, and advise the Commission of selected members, convert the Education Advisory Board back to an Education Stakeholders Group, and ask the 4 appointees that were selected if they would like to join the Education Stakeholders Group.

Following the discussions, staff was asked to provide the Commission with the following information:

- A list of members on each board or committee, and the staff liaisons that serve the various boards or committees.
- A review of each board or committee and suggest whether to sunset or pause a board or committee.
- A list of committees that are not serving a purpose to the city.
- A cost analysis of the time and hours staff put into managing the various boards and committees for the last 3 yrs.

There being nothing further to discuss, Mayor Gomez adjourned the meeting at 12:26 p.m.

Minutes transcribed and submitted by Assistant City Clerk Kimberly Dillon.

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Kimberly Dillon, CMC

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Michelle J. Gomez, Mayor

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**Title - Approval of the October 13, 2021 - City Commission Minutes**

**ATTACHMENTS:**

Description	Upload Date	Type
10132021 Draft Minutes	10/21/2021	Backup Material

**City of Tamarac  
City Commission Minutes  
Wednesday, Oct. 13, 2021**

**CALL TO ORDER:** Mayor Gomez called the Wednesday, Oct. 13, 2021, City Commission meeting, being held in Commission Chamber to order at 7:00 p.m.

**ROLL CALL:** Commissioner Debra Placko, Commissioner Mike Gelin, Vice Mayor Elvin Villalobos and Mayor Michelle J. Gomez were in attendance. Commissioner Marlon Bolton joined virtually using communications media technology.

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

**1. CITY ATTORNEY REPORT**

City Attorney Herin asked for direction in scheduling a shade session, regarding a matter between the Federation of Public Employees vs. the City of Tamarac. The consensus of the Commission was to move forward with scheduling the session.

**2. INTERIM CITY MANAGER REPORT**

**a. Proclamation - Fire Prevention Month**

*Requested by Fire Rescue Community Risk Reduction Division*

Mayor Gomez summarized the proclamation and stated it was provided to the recipient prior to the meeting.

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

*Requested by Fire Marshal Tommy Demopoulos*

Mayor Gomez read the proclamation for the record, and presented it to the recipients in attendance.

**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*

City Attorney Herin turned the meeting over to Special Counsel, Max Lohman, who is representing the City on this item, and exited the meeting at 7:11 p.m.

Mayor Gomez asked for a motion and second to approve the extension. Commissioner Placko motioned to approve. Vice Mayor Villalobos seconded.

Mr. Lohman presented information related to the request being brought forward. Lohman stated this would be the applicant's third request to extend, and the Commission would need to grant the extension, grant the extension with conditions, or deny the extension. If you deny the extension, I would recommend you set the land use and rezoning to be heard November 10, 2021, which is your next regularly scheduled meeting that would provide ample time to notice the meeting.

Scott Backman, on behalf of the applicant, provided remarks related to the item and addressed issues that have arisen in the last five weeks. Backman addressed reasons the applicant

missed notice, and asked that the Commission provide his client with a fair hearing allowing for due process. Backman stated he became aware of bringing the land use, rezoning, developer's agreement, and site plan forward in the last few weeks and the site plan would not be ready. It needed time for review, and to address any comments, therefore he is requesting an extension for 10-months.

Discussion by the Commission ensued with questions regarding, the placement on the agenda, administratively canceling the meeting, when the Commission was notified of the changes, next steps in the process, etc. Interim City Manager, Kathleen Gunn, and Community Development Director, Maxine Calloway, provided information relative to the meeting date, public notice, etc.

Following discussion, Clerk Johnson conducted a roll call vote, and the motion to approve failed 3-1. Commissioner Placko, Commissioner Gelin, and Vice Mayor Villalobos were not in favor. Mayor Gomez was in favor, and Commissioner Bolton was away.

Discussion by the Commission, City Attorney, and Mr. Backman continued regarding the status of the site plan.

Commissioner Gelin made a motion to deny the extension, and to have the next meeting on November 10, 2021. Commissioner Placko seconded.

Clerk Johnson conducted a roll call vote, the motion tied 2-2, and no action was taken. Commissioner Placko and Commissioner Gelin were in favor. Vice Mayor Villalobos and Mayor Gomez were not in favor. Commissioner Bolton was away.

Vice Mayor Villalobos stated he wanted to reconsider his vote. Mr. Lohman stated there was no action taken on the item, therefore there is no prevailing side. Lohman stated, Vice Mayor Villalobos is stating he voted in error.

Vice Mayor Villalobos made a motion to deny to the extension, and to have final hearing on November 10, 2021. [Lohman clarified the motion by Vice Mayor Villalobos was to deny the requested extension, which is a 10-month extension, have this item heard on November 10<sup>th</sup>, 2021] Commissioner Gelin seconded.

Clerk Johnson conducted a roll call vote, and the motion carried 3-1. Commissioner Placko, Commissioner Gelin and Vice Mayor Villalobos were in favor. Mayor Gomez was not in favor. Commissioner Bolton was away.

At the conclusion of the item, City Attorney John Herin returned at 8:44 p.m.

### **3. PUBLIC PARTICIPATION**

Mayor Gomez opened for comments from the public.

1. Patricia Fox, of 5601 Mulberry Drive, Tamarac, stated she was here on behalf of the WHOA who is in favor of 13<sup>th</sup> Floor project and that they receive the extension.
2. Richard Grinnage, of 5300 White Oak Lane, Tamarac, stated he is President of Section 2. Grinnage expressed his concern for parties taking place at 5405 White Oak Lane in the Woodlands. He also asked the Commission to vote no on the Woodlands project. Mayor Gomez stated BSO is aware of the issue, and they were in the audience, if he

would like to speak directly to them.

3. Ilene Lieberman, of 4809 Woodlands Blvd., Tamarac, expressed her concern for Ms. Fox's comments on behalf of the WHOA. Lieberman also expressed her concern for parties that are taking place in the Woodlands, and police stated they couldn't do anything because Section 3 is not in the WHOA. She provided information related to the Code of Ordinances for the Commission to review regarding the WHOA.
4. Tommy Butts, of 5730 NW 54<sup>th</sup> Terrace, expressed his concern regarding trash pick-up and bulk pick-up. Mr. Gies was in the audience and met with Mr. Butts to address his concerns.
5. Maureen Simmons, of 7208 NW 76<sup>th</sup> Street, Tamarac, expressed her concern for speeding on University and 76<sup>th</sup> Street. She would like speed bumps installed, but is having trouble getting signatures. Ms. Karpaviciute was in the audience, and met with Ms. Simmons to address her issues.

At the conclusion of public participation, Mr. Lohman departed the meeting.

Mayor Gomez recessed the meeting at 9:04 p.m., and reconvened at 9:25 p.m.

Clerk Johnson conducted a roll call vote, and Commissioner Placko, Commissioner Gelin, Vice Mayor Villalobos and Mayor Gomez were present.

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

- 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

Mayor Gomez will ask if there are any additions or deletions.

Interim City Manager, Kathleen Gunn, stated there were no additions or deletions.

Commissioner Placko motioned to approve the consent agenda. Vice Mayor Villalobos seconded.

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

## **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

City Attorney Herin read the title for the record.

Commissioner Placko motioned to approve. Vice Mayor Villalobos seconded.

Budget and Contracts Manager, Troy Geis, provided a presentation, which is on file in the City Clerk's Office

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

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

## **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.

City Attorney Herin read the title for the record.

Vice Mayor Villalobos motioned to approve. Commissioner Placko seconded.

Discussion by the Commission ensued and there were varying opinions on the desired start times.

Clerk Johnson will conduct a roll call vote, and the motion failed 3-1. Commissioner Gelin, Vice Mayor Villalobos and Mayor Gomez were not in favor. Commissioner Placko was in favor.

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

None.

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

None.

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

None.

**10. OTHER**

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

Public Art Committee consultant, Beth Ravitz, provided a presentation, which is on file in the City Clerk's Office.

Following discussion by the Commission, the consensus was to move forward with the recommended purchases.

**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*

Vice Mayor Villalobos expressed his concerns requiring a super majority in matters related to censuring a Commissioner. Discussion by the Commission ensued, with the consensus being to keep the super majority, because the magnitude of being censured is significant and it would be best to require a 4/5 vote.

Vice Mayor Villalobos expressed his concern for the required number of votes to remove a member, and the consensus was to keep that with a simple majority. The removal of a Commissioner from a meeting is for one (1) meeting, and therefore a simple majority is compulsory.

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

*Requested by Vice Mayor Villalobos*

Vice Mayor Villalobos asked for consensus from the Commission, directing staff draft a policy related to social media use.

The consensus of the Commission is to bring back a draft policy at a future workshop.

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

*Requested by Commissioner Bolton*

Commissioner Bolton was not in attendance, and therefore this item was not addressed.

There being nothing further to discuss, Mayor Gomez adjourned the meeting at 10:10 p.m.

Minutes transcribed and submitted by City Clerk Jennifer Johnson.

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Jennifer Johnson, CMC

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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, Oct. 13, 2021.***

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.

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A handwritten signature in blue ink, reading "Jennifer Johnson". The signature is cursive and fluid. A large, light gray "DRAFT" watermark is visible diagonally across the page, partially obscuring the signature.

Jennifer Johnson,  
CMC City Clerk



## PUBLIC PARTICIPATION

# SIGN-UP SHEET

# REGULAR CITY COMMISSION MEETING

**OCTOBER 13, 2021**

**PLEASE PRINT FULL NAME \* ADDRESS \* PHONE NO.**

[illegible]

# PUBLIC PARTICIPATION SIGN-UP SHEET

**REGULAR CITY COMMISSION MEETING  
OCTOBER 13, 2021**

**PLEASE PRINT FULL NAME \* ADDRESS \* PHONE NO.**

PRINT NAME	ADDRESS	PHONE	ITEM#
PATRICIA Fox	5601 Mulberry Dr	561-236-4510	2C
Richard Grinnage	5300 White Oak Lane		2C
Ikene Lieberman Michelson	4809 Woodlands Blvd		2C
Richard Grinnage			3
Ikene Lieberman Michelson			3
Tommie B Butts Jr.	5730 NW 54 Ter TAMARAC	954-394-1411	
Melanie Summard	7308 NW 76 Street LAMARAC	561-306-5835	
Jeffrey Shapiro	6104 Orchard Tree Lane	(954) 843-4425	2C

## 10-2.2 - Residential Districts

### (A) General Purposes of

**All Residential Districts.** The residential districts established in this section are intended to:

- (1) Provide appropriately located lands for residential development that are consistent with the goals, objectives, and policies of the Comprehensive Plan;
- (2) Ensure adequate light, air, privacy, recreation areas, and open space for each dwelling, and protect residents from the negative effects of noise, incompatible population density, traffic congestion, flooding, and other significant adverse environmental impacts;
- (3) Protect residential areas from fires, explosions, toxic fumes and substances, and other public safety hazards;
- (4) Provide for residential housing choice, affordability, and diversity with varying housing densities, types, and designs, including accessory dwelling units;
- (5) Provide for safe and efficient vehicular access and circulation and promote bicycle-, pedestrian-, and transit-friendly neighborhoods;
- (6) Provide for public services and facilities needed to serve residential areas and accommodate public and semi-public land uses that complement residential residential development while protecting residential areas from incompatible nonresidential development; and
- (7) Create neighborhoods and preserve existing community character while accommodating new infill development and redevelopment consistent with the City's goals and objectives.

### (B) Residential Districts Established

(1) **RE: Residential Estate.** This district is intended to provide for primarily large-lot, single-family neighborhoods. The district also allows supporting public and recreational facilities and uses accessory to residential dwellings.

(2) **R-1: Single-Family Residential.** This district is intended to provide for single-family residential neighborhoods. The principal land use is single-family, detached homes. Municipally owned and operated facilities are also allowed. The district also allows supporting public and recreational facilities and uses accessory to residential dwellings.



## **10-2.7 - Overlay Zoning Districts**

(A) **General Purpose of Overlay Districts.** Overlay zoning districts are superimposed over portions of one or more underlying base zoning districts in order to supplement generally applicable regulations with additional standards that address special area-specific conditions, features, or plans while maintaining the character and purposes of the underlying districts. Some overlay districts include standards that modify or supersede standards applied by the underlying district.

### **(B) Establishment of Districts**

(1) Land shall be classified or reclassified into an overlay zoning district only in accordance with the procedures and requirements set forth in § 10-5.4(F), *Rezoning*, and this section.

(2) The boundaries of an overlay district shall be established by special studies related to the purpose of the district. Such study shall include, at a minimum:

(a) **Incorporation of an Overlay Map.** A map shall be created and incorporated into this ordinance that shall identify the limits of the overlay district.

(b) **Specific Regulations.** Specific regulations that apply within the boundaries of the overlay district shall be created to guide development within the district. Such regulations shall be incorporated into this Code after public hearings as an amendment to this Code and shall be used to review and regulate the development of all land uses in any zoning district within the boundaries of the overlay district.

### **(C) Woodlands Overlay District**

(1) **General Purpose of Woodlands Overlay District.** The purpose and intent of the Woodlands Overlay District is to create and establish specific regulations in addition to those requirements contained within the City Code of Ordinances that will serve to preserve the neighborhood character, promote its high quality and appearance, maintain property values and protect the public health, safety and welfare. The overlay district is not only intended to provide guidelines to ensure the preservation of the Woodlands community's visual integrity, but to also ensure that every property is maintained in accordance with the community standards.

(2) **Woodlands Overlay (WO) District Established.** The WO district is intended to protect the existing aesthetics of the Woodlands community to ensure high-quality development compatible with the surrounding existing development.

(3) **Sunset and Termination of Overlay District.** This section shall sunset and the Woodlands Overlay District shall be terminated three years after the effective date of this Code, unless, prior to the sunset date, the City Commission shall pass legislation to extend or repeal the district.

(4) **General Maintenance Standards.** Residential properties shall be protected from the negative impacts of noise, illumination, unsightliness, odors, dust, dirt, smoke, and other objectionable influences. Maintenance of premises shall be subject to the City's Code. Minimum standards to ensure maintenance of premises are as follows, along with the following conditions:

(a) All properties shall be kept in a clean and sanitary condition free of rubbish, trash, garbage, ground surface hazards, including but not limited to broken glass, dangerous projections and objects.

(b) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. Dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes.

(c) Fences are permitted only when the fence will be used as a safety barrier to enclose a pool. Fences shall be constructed out of a non-porous material (specifically metal, aluminum, or plastic) and shall be painted black, dark green, white, or bronze in color and hidden from view with a continuous hedge. The property owner shall receive all required permits from the City prior to the installation.

(d) Hedges are permitted and shall be maintained uniformly at a height not to exceed six feet and so as not to obstruct a neighboring property owner's view of the golf course or water bodies.

(e) Refuse containers shall be maintained in good condition and completely screened from view from the adjacent right-of-way. The only exception to this regulation is when the refuse containers are placed for pickup which shall be no earlier than 7:00 pm the evening before on the day of actual pickup and removed no later than 11:00 pm the evening of pickup.

(f) All gas and oil tanks must be placed and maintained below ground level or in walled-in areas so as not to be visible from adjacent properties.

(g) Air conditioning or other mechanical equipment placed in any front, side or rear yard shall be screened or walled in so as not to be visible from the public rights-of-way and shall not be placed on the roof of any building or structure unless such air conditioning or mechanical equipment is completely screened or walled in so as not to be visible from the public rights-of-way or adjoining properties.

(h) Any telecommunications tower and/or antenna located within the Woodlands community shall comply with all federal, state, and local laws, ordinances and regulations.

(i) Permanent and/or temporary signs shall not be erected or displayed upon any properties within the Woodlands. Exceptions:

(j) Political signs, which shall conform to §10-4.10, Signs.

(ii) Security/protective agency signs, which shall be located within five feet of the residence.

(iii) Warning or hazard signs, which will be permitted to be located where the hazard may exist.



(iv) Real estate signs, provided the signs are placed a minimum of 10 feet from the property line. Only one sign shall be permitted per property. The size of the sign shall be no larger than 15 inches in height, 24 inches in width. The top of the sign when measured from the ground (where the sign is installed) shall not exceed 36 inches in height.

(v) Open house signs, which shall be permitted on weekends only when the subject property is staffed by a realtor or the homeowner. The size of the sign shall be no larger than 15 inches in height, 24 inches in width. The top of the sign when measured from the ground (where the sign is installed) shall not exceed 36 inches in height.

(vi) House identification signs, which shall be attached to the residence, be no larger than 12 inches by 15 inches and include no more than the homeowner's name and/or address.

(j) Exterior surfaces of all buildings and structures including but not limited to roofs, walls, soffits, siding, fascia, and vehicular use areas shall be kept free of dirt, grime, mold, and mildew. Such surfaces shall also be kept free of faded or chipped paint and shall be maintained in good repair and condition. Such surfaces shall be repainted, recovered, or cleaned when 10 percent or more of the exposed surface area does not meet the standards set forth herein.

**(5) Carports, Garages, Parking, and Storage**

(a) The parking, storage, or movement of motor vehicles except in approved vehicle use areas is prohibited. Exceptions include golf carts which shall be permitted to move over pervious areas to get to and from the golf course or vehicle use areas.

(b) Only private use vehicles are permitted to be parked or stored overnight where visible from the public rights-of-way or abutting property. All other types of vehicles including but not limited to heavy trucks and commercial vehicles are prohibited from being parked or stored overnight where it is visible from the public rights-of-way or abutting property.

(c) Vehicle use areas shall be constructed of asphalt pavement, brick pavers, concrete, stamp concrete, cast in place stone or of a similar material which provides equivalent durability, aesthetic appearance, and maintainability. Any modification to an existing vehicular use area shall receive all required permits from the city prior to construction.

(d) Carports are for the purpose of storing private use vehicles and trucks only. General storage of personal belongings and other commodities within the confines of the carport visible from the abutting rights-of-way are prohibited. Carports shall be maintained so that there is no accumulation of junk, trash, and debris.

(e) Garage doors shall be kept in the down position at all times when the garage is not in use by the resident.

**(6) Buildings, Additions, and Modifications.** In order to assure that the quality of development within the community is maintained at a high standard,

the following requirements shall apply to construction of new residences and additions or changes to existing residences or properties:

(a) No residence shall be constructed containing a living area of less than 1,500 square feet.

(b) No docks, seawalls, boat landings, mooring posts or boathouses may be constructed without the property owner obtaining all permits.

(7) **Landscaping and Screening.** In order to assure that the aesthetic appearance of the community is maintained, the following requirements shall apply with regard to maintenance of shrubbery and landscape materials:

(a) Homeowners must maintain healthy landscaping, to include spraying, watering, weeding, trimming, and fertilizing.

(b) All lot areas not covered by driveways, or other paved areas or structures shall be planted with lawn grass, ground cover or other appropriate landscape materials, free of weeds. Lawns shall be neatly maintained at a height of four inches or less.

(c) Modifications to existing landscape material (as defined herein) shall be of equivalent replacement.

(d) Landscape material shall not create pedestrian and/or motor vehicle hazards.

(e)

The installation, removal and pruning of all trees and palms within the community shall be in accordance with the standards of §10-4.4 Landscaping and Tree Preservation. All other elements of landscaping shall be installed and maintained so as to meet all other applicable City Code requirements.



### 10-3.5 - Temporary Uses and Structures

(A) **Purpose.** The purpose of this section is to authorize the establishment of certain uses (including special events) and structures of a limited duration. This section also sets out general standards applicable to all temporary uses and structures, and special standards applicable to particular temporary uses and structures. This section is intended to ensure that such uses or structure do not negatively affect adjacent land, are discontinued upon the expiration of a set time period, and do not involve the construction or alteration of any permanent building or structure.

(B) **Temporary Uses and Structures Allowed.** Table 10-3.1: Allowed Uses, lists allowed temporary uses and structures alphabetically. Temporary uses and structures not listed in the table require approval under the procedure in §10-3.2(E), Classification of New and Unlisted Uses.

(C) **Approval Process; Temporary Use/Structure Permits.** Prior to establishing any temporary use or structure, an applicant shall file an application for a temporary use permit with the Director unless otherwise exempted in this code. A Temporary Use/Structure Permit, if required, is required before the establishment, construction, or installation of any temporary use or structure designated in Table 10-3.1: Allowed Uses.

#### (D) General Standards for All Temporary Uses

(1) All accessory uses are subject to the dimensional standards for the applicable zoning district set forth in Article 2, Zoning Districts, as well as the general development and design standards in Article 4 :Development and Design Standards. In the case of any conflict, the more restrictive standards, as determined by the Director, shall apply.

(2) **Unless otherwise specified in this Code, any temporary use shall:**

(a) Obtain any other applicable city, county, state, or federal permits, including building permits and health department permits;

(b) Not involve the retail sales or display of goods, products, or services within a public right-of-way, except as part of an authorized not-for-profit, special, or city-recognized or authorized event;

(c) Not be detrimental to property or improvements in the surrounding area or to the public health, safety, or general welfare;

(d) Comply with any applicable conditions of approval that apply to a principal use on the site;

(e) Not have substantial adverse effects or noise impacts on any adjoining permanent uses or nearby residential neighborhoods;

(f) Not include permanent alterations to the site;

(g) Comply with temporary signage standards in §10-4.10(H), Temporary Signs.

(h) Shall remove temporary signs associated with the temporary use or structure after the activity ends;

(i) Not interfere with the normal operations of any permanent use located on the property; and

(j) Be located on a site containing sufficient land area to allow the temporary use, structure, or special event to occur and accommodate associated pedestrian, parking, traffic movement without disturbing environmentally sensitive lands.





## **Title - TR13696 - 2022 Cigna Health Insurance Program Renewal**

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to renew and execute an agreement with Cigna, providing for Administrative Services for claims and Flexible Spending Plans and the Employee Assistance Program, the Telehealth Connection Program and the MotivateMe Value Program, and to make certain modifications to the Health Insurance Program for employees and retirees; providing for conflicts; providing for severability; and providing for an effective date.

### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
TR 13696 - Memo	10/15/2021	Cover Memo
TR 13696 - Reso	10/15/2021	Resolution
TR 13696 - Exhibit A	10/15/2021	Exhibit
TR 13696 - Exhibit B	10/15/2021	Exhibit

**CITY OF TAMARAC**  
**Interoffice Memorandum**  
**Human Resources**

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

**FROM:** Lorenzo Calhoun, Director of Human Resources

**Date:** October 15, 2021

**Re:** City Health Insurance Program PY 2022

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**Recommendation:** The City Commission authorize the appropriate City officials to execute a two-year renewal of the contract for Administrative Services, Employee Assistance Programming, Flexible Spending Administration, Telehealth Services, and the MotivateMe® Value Program and make appropriate program changes, as summarized below, with Cigna effective January 1, 2022.

**Issue:** Renewal of the City's contract with Cigna to provide Administrative Services for Claims and Flexible Spending Plans, the Employee Assistance Program, Telehealth Services, the MotivateMe® Value Program, and to make appropriate program changes to the health insurance plan and its components.

**Background:** Beginning January 1, 2013, the City moved from a fully insured to a partially self-insured health insurance plan which required an administrative services contract for medical insurance, prescription pharmacy benefits, employee assistance programming, and flexible spending administration.

The City's Administrative Services contract with Cigna was approved in PY 2013 for a three (3) year period effective January 1, 2013. The contract had two one (1) year renewals after the initial 3-year period. The current contract with Cigna, effective January 1, 2019, was for a 2-year period through December 31, 2020. With the assistance from our consultant partners at Lockton Companies, Human Resources staff began preparations to request proposals for Administrative Services in February 2020. However, our interest prompted positive feedback from Cigna, wherein they agreed to maintain an administrative services and flexible spending administration rate hold effective January 1, 2021 with a 3% rate escalator (ASO only) in 2023. In addition, Cigna continued to provide \$75,000 in annual wellness funds and rolled unused funds from 2019 if the City agreed to postpone going to market. The additional funds negotiated with Cigna allows the City to continue refining the automation of our benefit enrollment process and provides wellness activities, screenings and incentive rewards to our employees.

Over the years, active monitoring and implementing appropriate plan design changes to our Program have played a key role in keeping the City's health insurance premiums below many competitors in the area. The City, along with our Lockton partners, have regularly reviewed and sometimes amended the health insurance plan to structure the employer/employee share of costs in a more appropriate manner.

Recent high plan utilization and claims costs, high cost specialty pharmacy treatments, trend and more recently impacts of a global pandemic have driven plan costs upward significantly. Additionally, in 2020 our benefit consultant partners at Lockton identified some areas that could be

improved in the City's pharmacy benefit contract terms. As a result, this year we moved forward with a full marketing of the City's medical, pharmacy and other related lines of coverage, including the Employee Assistance Program and Flexible Spending Account administration, to evaluate alternatives for administration of the City's Health Insurance Program.

In spring 2021 Lockton Companies, our benefit consultant partner, marketed the City's administrative services coverage on the City's behalf. Lockton requested proposals from four (4) carriers and received three (3) responses. Human Resources staff evaluated and reviewed the proposals in detail, gave consideration to all aspects of the proposals and had extensive discussions with Lockton staff to discuss their individual findings and to analyze the differences between the proposals. After our review and analysis of the options, and with the support, assistance and advice from our Lockton partners, we recommend renewing the City's contract with Cigna to provide administrative services for claims and Flexible Spending Accounts, the Employee Assistance Program, Telehealth Services, the MotivateMe® Value Program, and to make appropriate program changes to the health insurance plan and its components.

### **Health Insurance Plan Design and Rates**

The current Health Insurance Program for the City is comprised of an Open Access HMO and the High Deductible Health Plan with Health Reimbursement Account (HDHP). The HDHP plan, implemented January 1, 2020, was designed as a lower cost alternative for employees and their families.

Each plan has a three-tier prescription drug benefit: generic, preferred brand and non-preferred brand. Cigna also brings an extensive disease management program as well as a strong commitment to promoting and encouraging employee wellness. See EXHIBIT A –Health Plan Design Summary for PY 2022.

Cigna's Telehealth Program, introduced in 2017, allows plan participants to connect with a board-certified doctor via secure video chat or phone, without leaving their home or office. This is available to get care - including most prescriptions - for a wide range of minor conditions and is a very cost-effective alternative to visiting an urgent care center or emergency room.

Cigna's MotivateMe® Value Program, which is Cigna's wellness incentive program that gives employees and their Cigna covered spouses opportunities to earn rewards for taking charge of and improving their health, was implemented in 2019. The Program is designed to be easy for employees to get and stay healthy and includes a wide variety of programs – from losing weight, eating better and enjoying exercise, to controlling stress, quitting tobacco use and managing certain chronic conditions.

In 2020, Cigna's basic vision exam covered under the medical insurance plans was replaced with a voluntary stand-alone Vision Insurance Plan to enable employees to enroll in coverage that includes coverage for glasses and contact lenses.

Effective January 1, 2022, there are recommended plan design changes to the Open Access HMO Plan, including adjustments to the annual deductible and out-of-pocket maximum. At present there are no material plan design changes recommended that would affect the mandates of the Patient Protection and Affordable Care Act (PPACA). Both plans continue to provide no cost preventative care, unlimited lifetime maximums, and exceptional overall value to our eligible and enrolled employees. Also, in PY 2022, *Ginger*, a new mental healthcare program, will be rolled out to employees. *Ginger* offers confidential mental healthcare through behavioral health coaching via text-based chats, self-guided learning activities and content, and, if needed, video-based therapy

and psychiatry. Support is available 24/7/365, anywhere, for a variety of mental health challenges - all from the privacy of a member's smartphone.

As always, we will continue to monitor the plans closely during the upcoming year and will work closely with our consultant partners at Lockton to provide recommendations for continuous improvement and enhancements to our plan design to make additional changes as appropriate for future strategic needs.

Proposed monthly premiums for the City's PY 2022 Health Insurance Program with Cigna are as follows:

	<b>2021 Rates</b>	<b>Monthly 2022 Monthly Rates</b>
<b>Open Access HMO</b>		
Employee only	\$661.03	<b>\$707.30</b>
Employee & Spouse	\$1,693.33	<b>\$1,811.86</b>
Employee & Child(ren)	\$1,467.94	<b>\$1,570.70</b>
Employee & Family	\$1,844.15	<b>\$1,973.24</b>
<b>HDHP with HRA</b>		
Employee only	\$608.15	<b>\$608.15</b>
Employee & Spouse	\$1,557.87	<b>\$1,557.87</b>
Employee & Child(ren)	\$1,350.51	<b>\$1,350.51</b>
Employee & Family	\$1,696.62	<b>\$1,696.62</b>

The final PY 2022 proposed rates outlined above represent a 7% increase in health insurance premiums for the Open Access HMO coverage tiers and no change for all other coverage tiers. Although it is a significant increase, it is appropriate to put this in the context of the stability of our premiums in recent years.

### **Rate Structure and Cost Sharing**

The City of Tamarac has always had a strong commitment to its employees and a strategic goal of attracting and retaining a talented workforce. Our commitment to this goal has been exemplified by the City's policy of sharing the cost of employee benefits, especially for high-cost benefits such as health insurance.

Effective January 1, 2020, the City revised the employee cost share structure for the Open Access HMO Plan and introduced a new cost share structure for the HDHP plan. The structure increased the Open Access HMO Plan's employee cost share for employee only coverage from 10% to 12% and from 20% to 25% for all family tiers. The employee's cost share structure for the HDHP Plan was established at 7% for employee only coverage and 20% for all family tiers. The City of Tamarac continues to be on par with the average cost share structures for all coverage tiers while providing benefits that have lower employee out-of-pocket expenses for all coverage tiers, illustrating the high value and affordability of the medical insurance plans available to City employees.

In addition, most City employees are also eligible to receive benefit option dollars which are allocated to cover the employee's share of their health insurance premiums first, with any remaining funds applied to cover costs for their share of dental, flexible spending account contributions, supplemental insurance policies and their 457 (deferred compensation) accounts.

Adult children of an eligible employee or retiree may elect to continue coverage under the City's family coverage plan provided the full cost of single coverage premium is paid by the employee, retiree or adult child. Since 2014, the City has not provided subsidized family coverage to adult children beyond the end of the calendar year in which they turn age 26.

Effective January 1, 2022 health insurance and benefit coverage eligibility is being extended to employees and their registered domestic partners and their dependents in a registered Domestic Partnership. Domestic partner rates will be the same as the rates an employee would pay to add a spouse and/or dependent children to their coverage, but there may be tax implications. The City contribution towards health coverage for a non-tax-qualified dependent is considered imputed income (additional taxable income). This imputed income will be added to their gross income on their paystub and on their W-2 form.

For the PY 2022, we are recommending that **no changes** be made to the cost sharing formulas as outlined in the table below:

	<b>City</b>	<b>Employee</b>
<b>HMO</b>		
Employee only	88%	12%
Employee & Spouse	75%	25%
Employee & Child(ren)	75%	25%
Employee & Family	75%	25%
<b>HDHP/HRA</b>		
Employee only	93%	7%
Employee & Spouse	80%	20%
Employee & Child(ren)	80%	20%
Employee & Family	80%	20%

We will evaluate whether any additional changes should be made to the plans, either rate or cost sharing formulas, during the FY 2023 budget preparation process.

### **Retiree Health Insurance Coverage**

Under the City's policy, City retirees have a "one-time opt in period" for retiree health insurance either at retirement, at separation of employment, or at a subsequent date, if the subsequent date coincides with a qualifying life status change as defined by the City's health plan documents at that time, or at the annual open enrollment period. This allows retirees to choose to keep their health insurance at the time they retire and separate from service, or opt out at that time, but opt in later either during a qualifying life change or at open enrollment. However, retirees are not allowed to opt back into the plan in subsequent years once they have cancelled the City's retiree health insurance coverage. This policy is more advantageous to retirees than the way most municipalities and the State of Florida handle eligibility for retiree health insurance coverage but protects our plan from adverse selection and is consistent with Florida State Statutes.

### **Waiver Reimbursement Maximum**

The City of Tamarac has had for many years a waiver program that reimburses employees for their health insurance premiums up to a maximum amount if they choose to purchase insurance through their spouse's employer or otherwise independently of the City. Approximately 35 employees currently participate in this program.

In plan year 2022, this maximum benefit will continue to be set at the same PY 2019 levels. The monthly maximum waiver reimbursements for 2022 are reflected in the table below:

<b>Tier of Coverage</b>	<b>2022 Maximum Waiver Reimbursement</b>
Employee only	\$ 377.86
Employee & Spouse	\$ 941.52
Employee & Child(ren)	\$ 816.20
Employee & Family	\$ 1,025.38

### **Employee Assistance Program (EAP)**

The City will continue to provide the Employee Assistance Program (EAP) through Cigna for PY 2022 which provides up to five (5) free face-to-face visits per year for employees and their household family members. The EAP is a valuable resource for attracting and retaining quality employees and provides essential services for the City's first responders. Maintaining EAP services with Cigna ensures continuity of care for employees who access behavioral health services through the program. The EAP is renewing with no rate increase at the current service level, however the employer service hours will increase from six (6) to twelve (12) hours per year, increasing the rate by eleven percent (11%), annualized to \$1,030 for PY 2022.

### **Flexible Spending Accounts**

The City of Tamarac provides for health care and dependent care Flexible Spending Accounts (FSAs) for employees through a Section 125 Cafeteria Plan. The Flexible Spending Account Benefit Plan allows employees to save money on eligible health and dependent care expenses by paying for the expenses with pre-tax dollars. The money is withdrawn from participant's paychecks throughout the year and placed in an account before taxes are calculated. By participating in an FSA an employee's taxable income is reduced, which increases the percentage of take-home pay. The City also receives a reduction in its payroll tax liability by eliminating matching FICA taxes.

We plan to continue to contract with Cigna to administer the City's Flexible Spending Accounts and there is no administrative rate increase for PY 2022.

### **Health Reimbursement Arrangement**

To accompany the implementation of the HDHP in PY 2020, we added a City sponsored Health Reimbursement Arrangement (HRA). The HRA provides annual funds to employees enrolled in the HDHP plan and is not available to employees and family members enrolled in the HMO plan. The proposed HRA contributions from the City are \$500 per year for employee only coverage and \$1,000 per year for all family tiers.

The HRA allows employees to offset eligible medical expenses incurred by employees and their family members when covered under the HDHP. The HRA serves as a resource for the City to use in recruitment and retention. Features of the HRA include the annual rollover of funds to apply toward future eligible medical expenses, vesting of HRA funds for employees enrolled in the HDHP and, pursuant to new regulations for HRA funds, transfer to a qualified retirement savings account upon separation or retirement.

## Administrative Services Contract Summary

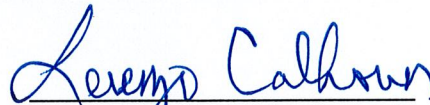
In the spring of 2021, Lockton fully marketed the City's medical plan, including pharmacy and other lines of coverage. Marketing revealed that Cigna remains competitive and a valued partner. Cigna's Administrative Services (ASO) fees are projected to increase overall by 2% (\$4,500). The fees are guaranteed through December 31, 2024 with a 3% escalator in 2023. Lockton negotiated improvements to the pharmacy program with more competitive rebates resulting in a -1% (approximately \$53,000) savings to the overall ASO/pharmacy plan for PY 2022. Cigna will continue to provide \$75,000 in annual wellness funds. The additional funds negotiated with Cigna allows the City to continue refining the automation of our benefit enrollment process and providing wellness activities, screenings and incentive rewards to our employees

Estimated ASO costs for PY 2022 are summarized below:

Administrative Services (w/HRA)	\$ 190,000
EAP (employee assistance)	\$ 10,500
FSA (flex accounts)	\$ 8,400
Telehealth Connection	-0-
MotivateMe®	-0-
<b>Total</b>	<b>\$ 208,900</b>

**Fiscal Impact:** The adopted FY 2022 budget has allocated funds to cover the Fixed Cost renewal of \$208,900 for Administrative Services which include Employee Assistance Programming and Flexible Spending administration effective January 1, 2022. Fixed costs estimates are based on rates provided by Cigna as illustrated in EXHIBIT B - PY 2022 Renewal ASO and Stop Loss Rates.

In summary, the total anticipated administrative cost of the City's Health Insurance Program, including the Stop Loss insurance premium, is approximately \$762,700. The total administrative cost, plus unadjusted claims results in a projected \$6.6 million in plan costs and total liability of \$8.3 million for PY 2022. The adopted FY 2022 budget has funds allocated to cover the City's share of the projected health insurance program costs for the 2022 Plan Year.

  
Lorenzo Calhoun

cc: Christine Cajuste, Director of Financial Services



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 RENEW AND EXECUTE AN AGREEMENT WITH CIGNA, PROVIDING FOR ADMINISTRATIVE SERVICES FOR CLAIMS AND FLEXIBLE SPENDING PLANS AND THE EMPLOYEE ASSISTANCE PROGRAM, THE TELEHEALTH CONNECTION PROGRAM AND THE MOTIVATEME VALUE PROGRAM, AND TO MAKE CERTAIN MODIFICATIONS TO THE HEALTH INSURANCE PROGRAM FOR EMPLOYEES AND RETIREES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's health insurance was re-structured as a partially self-insured program effective January 1, 2013; and

WHEREAS, the City Commission approved the renewal of an agreement with Cigna to provide Administrative Services for Claims and Flexible Spending Accounts, and Employee Assistance Program, and Telehealth Connection Program via Resolution R-2020-111 at its October 20, 2020 meeting, a copy of such resolution is on file with the City Clerk; and

WHEREAS, in the spring of 2021, the City's benefit consultant Lockton Companies competitively marketed the Administrative Services for Claims and Flexible Spending Accounts, and an Employee Assistance Program coverage for Plan Year 2022; and

WHEREAS, as a result of the marketing of the Administrative Services for Claims and Flexible Spending Accounts, and an Employee Assistance Program, Lockton Companies presented the City with three (3) proposals for coverage; and

WHEREAS, after detailed evaluation of the proposals, and with the assistance of Lockton Companies, City staff has determined that Cigna's proposal provides the City with



the most cost-effective program which includes a level of reinsurance protection that is prudent and appropriate; and

WHEREAS, the City desires to renew their contract with Cigna to provide Administrative Services for Claims and Flexible Spending Accounts, and the Employee Assistance Program, Telehealth Connection Program, and the MotivateMe Value Program, and

WHEREAS, the City's Health Insurance Program design will remain substantially the same with respect to cost sharing and the waiver program, and certain modifications to the premiums and Open Access HMO Plan; and

WHEREAS, that conditions under which retirees may continue in the City's health plan until Medicare eligibility, include that they must continue to pay the full health insurance premium, and that the retiree's ability to opt into the City's health insurance plan as a retiree may occur only once either (1) upon retirement at separation of service or (2) at some later time after retirement and separation, subject to open enrollment or qualifying life change; and

WHEREAS, that eligibility for health insurance and benefit coverage is being extended to employees and their registered domestic partners and their dependents in a registered Domestic Partnership, and premium rates would be the same as the rates an employee would pay to add a spouse and/or dependent children to their coverage, with applicable resulting tax implications; and

WHEREAS, available funds exist in the appropriate Governmental Funds which are in the approved FY2022 Budget to fund the City's Health Insurance Program; and

WHEREAS, it is the recommendation of the Interim City Manager, the Director of Human Resources, and the Director of Financial Services that the City (1) renew the executed agreement with Cigna for the provision of Administrative Services for Claims and

Flexible Spending Plans, and the Employee Assistance Program, Telehealth Connection Program and the MotivateMe Value Program as negotiated, and as amended and approved by the Interim City Manager and the City Attorney effective January 1, 2022; and (2) that the Health Insurance Program with the changes as described in the Resolution and back-up documents are implemented effective January 1, 2022; and

WHEREAS, the City Commission has deemed it to be in the best interest of the health, safety and welfare of citizens and residents of the City of Tamarac to renew and execute such Agreements and approve the changes to the Health Insurance Program.

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

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

SECTION 2: That the renewal of the agreement with Cigna is approved and the appropriate City officials are authorized to execute the agreement for the provision of Administrative Services for Claims and Flexible Spending Plans, the Employee Assistance Program, the Telehealth Connection Program and the MotivateMe Value Program.

SECTION 3: That the City's Health Insurance Program design will remain substantially the same with certain modifications to the premiums and Open Access HMO Plan.

SECTION 4: That conditions under which retirees may continue in the City's health plan include that they must continue to pay the full health insurance premium, and that the retiree's ability to opt into the City's health insurance plan as a retiree may occur

only once either (1) upon retirement at separation of service or (2) at some later time after retirement and separation, subject to open enrollment or qualifying life change.

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

SECTION 6: That if any clause, section, or 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 8: 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

# PROPOSED HEALTH PLAN DESIGN SUMMARY FOR PY 2022

TR 13696-EXHIBIT A

Benefit Highlights	Open Access HMO	High Deductible Health Plan	
Deductible	In Network Only	In Network	Out of Network
Individual/Family	\$500/\$1,000	\$1,500/\$3,000	\$3,000/\$6,000
Coinsurance	\$0	10%	30%
Out-of-Pocket Limit	In Network Only	In Network	Out of Network
Individual/Family	\$3,000/\$6,000	\$3,000/\$6,000	\$6,000/\$12,000
Lifetime Maximum	Unlimited		
Physician Services	In Network Only	In Network	Out of Network
Primary Care Office Visits	\$25	\$0	30% after deductible
Specialist Office Visits	\$40		
Well Child Care Office Visits	\$0		
Routine Adult Physical or Well Woman Exam	\$0		
Inpatient	\$400/admission after deductible		
Outpatient Surgery	\$150 per visit after deductible	10% after deductible	
Emergency Services	Network Only	In Network	Out of Network
Emergency Room	\$300	10%	10%
Urgent Care Center	\$50	10%	30%
Convenience Care Clinic	\$25	\$0	30%
Telehealth	\$25	\$0	N/A
Prescription Drugs (30-Day Supply)	Network Only	In Network	Out of Network
Generic	\$10		N/A
Preferred Brand	\$35		
Non-Preferred Brand	\$65		
Mail Order - 90-day supply	2.5x copay		

## PROPOSED MONTHLY PREMIUM STRUCTURE FOR PLAN YEAR 2022

	CURRENT				PY 2022		
	Current/mo	ER Share	EE Share		Proposed/mo	ER Share	EE Share
<b>Open Access HMO:</b>							
EE Only	\$661.03	579.72	\$81.31		\$707.30	620.30	\$87.00
EE + Spouse	\$1,693.33	1,263.22	\$430.11		\$1,811.86	1,351.65	\$460.21
EE + Children	\$1,467.94	1,095.08	\$372.86		\$1,570.70	1,171.74	\$398.96
Family	\$1,844.15	1,375.74	\$468.41		\$1,973.24	1,472.04	\$501.20
<b>HDHP w/HRA:</b>							
EE Only	\$608.15	561.93	\$46.22		\$608.15	561.93	\$46.22
EE + Spouse	\$1,557.87	1,246.30	\$311.57		\$1,557.87	1,246.30	\$311.57
EE + Children	\$1,350.51	1,080.41	\$270.10		\$1,350.51	1,080.41	\$270.10
Family	\$1,696.62	1,357.30	\$339.32		\$1,696.62	1,357.30	\$339.32

TR 13696

EXHIBIT B

**2022 ADMINISTRATIVE SERVICES AND STOP LOSS PROJECTIONS**

	HDHP Medical	HMO Medical
2022 ADMINISTRATIVE SERVICES FEES		
ASO Fee	\$21.82	\$21.82
Network Access Fees	\$18.97	\$18.97
HRA Fee	\$4.64	\$0.00
Total PEPM	\$45.43	\$40.79
Per Plan ASO Fees	\$33,254.76	\$156,633.60
Combined Annual ASO Fees	\$189,888.36	
2022 INDIVIDUAL STOP LOSS PREMIUM		
Individual Stop Loss PEPM	\$103.40	\$103.40
Annual Stop Loss Per Plan	\$81,892.80	\$394,574.40
Total Individual Stop Loss	\$476,467.20	
2022 AGGREGATE STOP LOSS PREMIUM		
Aggregate Stop Loss PEPM	\$16.57	\$16.57
Annual Aggregate Stop Loss Per Plan	\$13,123.44	\$63,231.12
Total Aggregate Stop Loss	\$76,354.56	
Annual Combined Stop Loss	\$552,821.76	
Annual Fixed Costs*	\$742,710.12	

\*Annual fixed costs do not represent the cost of administration of Employee Assistance Program (EAP) and the administration of Flexible Spending Accounts (FSA) by Cigna. Estimated administration costs for EAP and FSA are \$18,900 for PY 2022.



## **Title - TR13697 - 2022 Stop Loss Insurance Renewal**

A Resolution of the City Commission of the City of Tamarac, Florida, approving the renewal of the agreement with Cigna, authorizing the appropriate City Officials to execute the agreement with Cigna, providing for Stop Loss insurance; providing for conflicts; providing for severability; and providing for an effective date.

### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
TR 13697 - Memo	10/15/2021	Cover Memo
TR 13697 - Reso	10/15/2021	Resolution
TR 13697 - Exhibit A	10/15/2021	Exhibit

**CITY OF TAMARAC**  
**Interoffice Memorandum**  
**Human Resources**

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

**From:** Lorenzo Calhoun, Director of Human Resources

**Date:** October 15, 2021

**Re:** Stop Loss Insurance PY 2022

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**Recommendation:** The City Commission authorize the appropriate City officials to execute an agreement to purchase Stop Loss Insurance from Cigna for a period of one (1) year effective January 1, 2022.

**Issue:** Renewal of the City's contract with Cigna to provide Individual and Aggregate Stop Loss Insurance coverage for PY 2022.

**Background:** Beginning January 1, 2013, the City moved from a fully insured to a partially self-insured health insurance plan establishing Individual and Aggregate (total claims above which the City would be reimbursed) Stop Loss attachment points of \$125,000 and \$3.3M respectively. Medical and prescription claims beyond those attachment points would be fully reimbursed by the selected stop loss insurance carrier.

Effective January 1, 2014, the City's Aggregate Stop Loss attachment point was increased to \$150,000 due to higher than anticipated utilization and poor overall claims experience in 2013. The City implemented plan adjustments and increased the Aggregate Stop Loss Attachment point to offset the premium increase related to poor claims experience for PY 2013.

Claims experience remained stable for PY 2014 and PY 2015. Claims experience for PY 2016 was not favorable resulting in increased total claim costs and a significant increase in specialty pharmacy expenses resulting in an aggregate premium increase of 5% for PY 2017. Poor claims experience continued into PY 2017 resulting in an aggregate premium increase of 7%. Claims experience remained stable for PY 2018 allowing the City to forego a health insurance premium increase for PY 2019. Cigna instituted system-wide prescription formulary changes to improve overall affordability and encourage appropriate use; overall plan designs remained the same.

To manage rising costs for unadjusted medical claims in PY 2019, additional plan adjustments were implemented, and the Specific Stop Loss Attachment point was increased from \$150,000 to \$250,000 in PY 2020 to offset the proposed premium increase related to the increasing claims.

Claims experienced as of the date of this memorandum have been slightly higher than anticipated with significant utilization in March 2021. The current trajectory of claims experience indicates the plan year will end as anticipated, dependent on the remaining quarter of PY 2021.

The Stop Loss Insurance market continues to harden as we continue to navigate the impacts of a global pandemic, specialty pharmacy and costly treatments like gene therapy. Carriers evaluate historical plan performance, member demographics and risk from ongoing claimants to assess an employer's future projected costs. The City may need to consider tightening plan documents to address these impacts and leverage attachment points beyond \$250,000 to manage costs when negotiating future renewals.

### **Stop Loss Insurance Contract Summary**

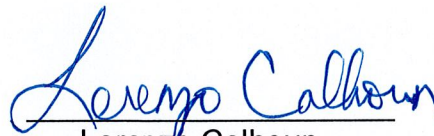
In summer 2021 Lockton Companies, our benefit consultant partner, marketed the City's Stop Loss Insurance coverage on the City's behalf. After a comprehensive review, City staff determined that Cigna's proposal again provides the City with the most cost-effective program and includes a level of reinsurance protection that is prudent and appropriate.

As a result of our analysis and the quotes received from a total of four (4) carriers, the City established attachment points at \$250,000 for specific individual claims and \$7.8M at an aggregate level for PY 2022 claims. At specific or aggregate levels beyond those attachment points, the City would be fully reimbursed by Cigna.

We have negotiated with Cigna to provide the PY 2022 Stop Loss insurance at an overall premium increase of 13% for PY 2022, with the above stated change in our aggregate attachment point.

**Fiscal Impact:** The adopted FY 2022 budget has funds allocated to cover the Stop Loss Insurance premium to Cigna of \$552,800 for the 2022 Plan Year.

In summary, the total anticipated administrative cost of the City's health insurance program, including the Stop Loss insurance premium, is approximately \$762,700. The total administrative cost, plus unadjusted claims results in a projected \$6.6 million in plan costs and total liability of \$8.3 million for PY 2022 as illustrated in EXHIBIT A –Renewal Summary. The adopted FY 2022 budget has funds allocated to cover the City's share of the projected health insurance program costs for the 2022 Plan Year.

  
Lorenzo Calhoun

cc: Christine Cajuste, Director of Financial Services



CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE RENEWAL OF THE AGREEMENT WITH CIGNA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT WITH CIGNA, PROVIDING FOR STOP LOSS INSURANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's health insurance was re-structured as a partially self-insured program effective January 1, 2013; and

WHEREAS, in the summer of 2021, the City's benefits consultant Lockton Companies competitively marketed the Stop Loss Insurance Coverage for Plan Year 2022; and

WHEREAS, as a result of marketing Stop Loss Insurance Coverage, Lockton Companies presented the City with a proposal for stop loss coverage; and

WHEREAS, after detailed evaluation of the proposal, and with the assistance of Lockton Companies, City staff has determined that Cigna's proposal provides the City with the most cost-effective program which includes a level of reinsurance protection that is prudent and appropriate; and

WHEREAS, available funds exist in the appropriate Governmental Funds which are in the approved FY 2022 Budget to fund the City's Stop Loss Insurance; and

WHEREAS, it is the recommendation of the Interim City Manager, the Director of Human Resources, and the Director of Financial Services that the City execute a contract with Cigna, as described in the Proposal attached as Exhibit A, for Stop Loss Insurance subject to any revisions as may be negotiated by and between City staff and Cigna and as approved by the Interim City Manager and the City Attorney effective January 1, 2022; and

WHEREAS, the City Commission has deemed it to be in the best interest of the health, safety and welfare of citizens and residents of the City of Tamarac to execute such Agreement.

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

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

SECTION 2: That the renewal of the Agreement with Cigna is approved and the appropriate City officials are hereby authorized to execute the contract documents with Cigna, as described in the Proposal, attached as Exhibit A for Stop Loss Insurance, subject to any revisions as may be negotiated by and between City staff and Cigna and as approved by the Interim City Manager and City Attorney.

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

SECTION 4: That if any clause, section, or 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.

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MICHELLE J. GOMEZ  
MAYOR

ATTEST:

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JENNIFER JOHNSON, CMC  
CITY CLERK

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

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JOHN R. HERIN, JR.  
CITY ATTORNEY

# Renewal Summary

	Current	Renewal - FIRM	Option 1	Option 2	Option 3
Carrier	Cigna	Cigna	HM	Anthem Life	TM HCC
Quote Status	Current	Quoted - Firm	Quoted - Illustrative	Quoted - Illustrative	Quoted - Illustrative
Coverage Included	Med, RX	Med, RX	Med, RX	Med, RX	Med, RX
Contract Basis	Incurred	Incurred	12/24	12/24	12/24
Enrollment*	384	384	384	384	384
Specific Deductible	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Aggregate Corridor	118%	118%	125%	120%	118%
Annual Interface Fee	\$0	\$0	\$13,824	\$13,824	\$13,824
FINANCIAL ASSESSMENT					
<b>Total Fixed Cost**</b>	<b>\$490,015</b>	<b>\$552,822</b>	<b>\$563,512</b>	<b>\$585,216</b>	<b>\$598,396</b>
Total Laser Liability	\$0	\$0	TBD	TBD	TBD
Est. Total Aggregate Deductible	<b>\$6,834,586</b>	<b>\$7,803,012</b>	<b>\$7,512,100</b>	<b>\$7,598,822</b>	<b>\$7,627,993</b>
Fixed Cost Change %		13%	15%	19%	22%
Fixed Cost Change \$		\$62,807	\$73,498	\$95,201	\$108,382
Max Liability	\$7,324,600	\$8,355,834	\$8,075,612	\$8,184,038	\$8,226,389
Max Liability Change \$		\$1,031,234	\$751,012	\$859,438	\$901,789
Max Liability Change %		14%	10%	12%	12%
2ND YEAR RENEWAL PROTECTION (NO NEW LASERS / RATE CAP)					
Renewal Protection Included		Yes	Yes	Yes	Yes
Rate Cap Maximum %		45%	45%	50%	50%
ADDITIONAL NOTES					

Markets Declining: ISU, QBE, Sun Life, Swiss Re, Voya

Market DTQ Reasons: Uncompetitive

\*Enrollment is from the incumbent renewal

\*Includes both specific and aggregate premiums

\*Lockton may receive certain incentive compensation including, without limitation, contingency payments, overrides, and bonuses, as a result of being Client's insurance broker (collectively, "Additional Compensation"). Client hereby consents and agrees to Lockton's ability to receive such Additional Compensation under all circumstances.

- Cigna has the most competitive renewal option at the current plan design. **Cigna's renewal is Firm and expires 9/10/2021**
- Multi-year rate protection is included with all options: 2<sup>nd</sup> year rate cap & No new laser provision



## **Title - TR13681 - Employment Agreement for Acting Manager Kathleen Gunn**

A Resolution of the City Commission of the City of Tamarac, Florida approving and authorizing the execution of an employment agreement between the City of Tamarac and Kathleen Gunn, attached hereto as Exhibit A and incorporated herein; authorizing the appropriate City Officials to take any and all action necessary to effectuate the intent of this Resolution; providing for conflicts, providing for severability; and providing for an effective date.

### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
TR13681 - Memo Acting City Manager Agreement	10/21/2021	Cover Memo
TR13681 - Resolution Acting City Manager Agreement	10/21/2021	Resolution
Employment Agreement	10/21/2021	Exhibit

**City of Tamarac  
Interoffice Memorandum  
City Manager's Office**

**To:** Mayor and members of the City Commission  
**From:** Kathleen Gunn, Interim City Manager  
**Date:** October 21, 2021  
**Re:** TR#13681: Employment Agreement for Kathleen Gunn

**Background:**

During the Aug 31, 2021, Special City Commission meeting, the Mayor and City Commission appointed Kathleen Gunn, as Interim City Manager. Following the ratification of the appointment of Kathleen as Interim City Manager, City Attorney John Herin stated an employment agreement would be forthcoming for adoption at a future meeting.

For your consideration and approval is Temporary Resolution TR13681 which is the Employment Agreement between the City of Tamarac and Kathleen Gunn. Attached to TR 13681 is Exhibit "A" Employment Agreement between the City of Tamarac and Kathleen Gunn, which outlines the compensation package.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF TAMARAC AND KATHLEEN GUNN, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, the City of Tamarac ("City") seeks to retain Kathleen Gunn as its Acting City Manager, subject to the terms and conditions set forth in the Employment Agreement, attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, the City Commission finds that approving and authorizing the execution of the attached Employment Agreement is in the best interest of the citizens and residents of the City of Tamarac.

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

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

SECTION 2: The City Commission of the City of Tamarac, Florida, hereby approves and authorizes the execution of the Employment Agreement between the City of Tamarac and Kathleen Gunn, attached hereto as Exhibit “A” and incorporated herein.

SECTION 3: All appropriate City officials are hereby authorized and directed to take any and all action necessary to effectuate the intent of this Resolution.

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

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



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

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

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Michelle J. Gomez  
MAYOR

ATTEST:

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Jennifer Johnson, CMC  
CITY CLERK

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

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John R. Herin, Jr.  
CITY ATTORNEY

**EMPLOYMENT AGREEMENT**

**BETWEEN**

**KATHLEEN GUNN**

**AND**

**THE CITY OF TAMARAC**

**THIS EMPLOYMENT AGREEMENT** made and entered into on this \_\_\_\_ day of October 2021, by the CITY OF TAMARAC, a Florida municipal corporation, hereinafter referred to as the “City” and KATHLEEN GUNN, herein after referred to as “Employee”.

**WHEREAS**, on August 31, 2021, the City Commission voted to employ the services of Kathleen Gunn as the Acting City Manager of the City of Tamarac, Florida, as provided for in Section 5.03 of the City Charter; and

**WHEREAS**, Employee desires to accept employment as Acting City Manager of the City of Tamarac, Florida under the terms and conditions set forth herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**Section 1. Duties.**

1.1 The City hereby agrees to employ Employee as the Acting City Manager of the City to perform the functions and duties specified in the City Charter and Code of Ordinances of the City, and to perform other such legally permissible and proper duties and functions, consistent with the office of the City Manager, as the City Commission shall from time to time assign.

**Section 2. Effective Date & Term.**

2.1 The Effective Date of this Agreement is retroactive to August 31, 2021 when Employee was appointed by the City Commission to serve as the Acting City Manager. The term

of this Agreement shall be from the Effective Date of the Agreement until terminated by either party in accordance with the provisions set forth herein.

2.2 Nothing in this Agreement shall prevent, limit, interfere with, or otherwise restrict the rights of the City and the City Commission to terminate the services of the Employee at any time, subject only to the provisions set forth in Section 7 and 9.4 of this Agreement.

2.3 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from her position with the City, subject only to the requirements and provisions set forth in Section 7 and 9.4 of this Agreement.

### **Section 3. Salary.**

3.1 City agrees to pay Employee for services rendered during the term of this Agreement commencing upon the Effective Date of this Agreement in the amount of \$225,000.00 per year, payable in equal installments in accordance with the City's existing pay periods, with an annual increase of 3%. At the discretion of the City Commission, Employee may be eligible for an additional increase based on a performance review of Employee by the City Commission.

### **Section 4. Allowances and Benefits.**

4.1 Employee currently receives a monthly automobile allowance in the amount of \$600.00, which the City will continue to provide to Employee. Additionally, the City will continue to provide Employee with benefits as outlined in the schedule of benefits for the Executive staff during the term of this Agreement consistent with the City's applicable policies and procedures in effect from time to time. If any additional communication and/or electronic equipment is mutually determined by the City and Employee to be required so that Employee can provide the Acting City Manager services provided for herein, City shall pay such additional costs so long as such costs have been budgeted by the City. If Employee uses any private digital or electronic devices to

conduct City business, in accordance with applicable law Employee is responsible for retaining and providing the City upon request all public records (as defined by applicable law) on any private digital or electronic devices. It shall be a breach of this Agreement if Employee fails to turn over all available public records to the City that are within the employee's possession pursuant to Florida State Law within fifteen days of any request for said public records. The provisions of this paragraph shall survive the termination of this Agreement.

**Section 5. Hours of Work.**

5.1 Notwithstanding City policies and procedures to the contrary, it is recognized that the Employee must devote a great deal of time outside the normal office hours to business of the City, and, to that end, the Employee will be allowed to take reasonable compensatory time off as shall be deemed appropriate during normal office hours consistent with the City's applicable policies and procedures.

**Section 6. Professional Development.**

6.1 The City hereby agrees to budget for and pay the reasonable and necessary travel, registration costs, and subsistence expenses of the Employee for professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the City, including but not limited to the Annual Conference of the International City Management Association, the Florida League of Cities, and such other national, regional, state and local governmental groups and committees thereof which the Employee serves as a member.

6.2 The City also agrees to budget and to pay for the reasonable and necessary travel and subsistence expense of the Employee for short courses, institutes, and seminars that are necessary for this professional development and for the good of the City.

6.3 No less than thirty (30) days before any travel provided for herein, Employee shall inform and obtain the approval of the City Commission for Employee's absence from the City.

**Section 7. Right to Return to Former Position.**

7.1 Provided Employee has not been terminated from the Acting City Manager position for cause or inability to perform the services of Acting City Manager due to absence, disability, or other reason, if and when Employee ceases to be employed as the Acting City Manager, whether by Employee's choice or the City's choice, Employee shall have the right to return to her position as the Assistant City Manager. Upon Employee's return to her position as provided herein, Employee's salary shall revert to her most current salary while employed in her capacity as Assistant City Manager, with an additional 3% pay increase consistent with a performance evaluation reflective of a pay adjustment and lump sum performance reward of up to 2% due September 11, 2021 and yearly thereafter. In the alternative, and subject to Employee's approval, Employee may take an equivalent position, with equivalent salary and benefits of an Assistant City Manager, and this Agreement shall automatically terminate, except as to Section 9.4.

7.2 Employee shall give the City at least thirty (30) calendar days' notice in advance of voluntarily resigning and/or seeking to return to her position as Assistant City Manager unless the parties agree otherwise. Should Employee choose to voluntarily resign from all positions and from employment by the City, Employee will be entitled to all applicable benefits accorded to other employees.

7.3 "For cause" includes a violation of the state or City code of conduct or ethics<sup>1</sup>; failure to follow City policy, a breach of this Agreement, violence or threatened violence, threats

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<sup>1</sup> Part III of Chapter 112, *Fla. Stat.*, Article V – "Conflicts of Interest" and Article XI – "Code of Ethics" of the City of Tamarac Code of Ordinances.

or threatening behavior to a City appointed or elected official, employee, customer, or resident; theft of City money or property; falsifying records; gross insubordination<sup>2</sup>; illegal harassment or retaliation; failing an alcohol or drug test; commission of an unlawful act in the performance of official duties; improper performance of any lawful act; failure or omission to perform an act when there is an obligation to perform that act; neglect of duty; habitual drunkenness; incompetence in performing official duties; inability to perform official duties due to absence, disability or other reason; or similar misconduct; or arrest for a felony or for a misdemeanor related to the performance of official duties, or is indicted or informed against for the commission of a federal felony or misdemeanor or state felony or misdemeanor - as determined by the City Commission in its sole discretion, subject to a public hearing requested by Employee and held prior to Employee's termination.

#### **Section 8. Indemnification.**

8.1 The City shall provide a legal defense, and indemnification, under the same terms and conditions as provided to the other employees of the City in accordance with the requirements and provisions of the City Charter and Code of Ordinances of the City. The City shall have the right to compromise and settle any such claim or suit and pay the amount of any such settlement or judgment rendered thereon, in its sole discretion.

8.2 The City shall bear the full cost of any fidelity or other bonds which may in the future be required of the Employee by law or ordinance.

8.3 Public Official's Liability Insurance - City shall provide Public Officials Liability Insurance coverage applicable for all acts or omissions of the Acting City Manager acting within

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<sup>2</sup> The deliberate refusal to obey an instruction of the City Commission, expressly defying an instruction of the City Commission, or challenging the authority of the City Commission.

the scope of her employment, subject to and as provided for in the Annual Budget and as may be otherwise provided to City Commission members, Department Heads, and based solely upon the policies of insurance held by the City from time to time.

## **Section 9. Other Terms and Conditions of Employment.**

9.1 The City Commission, in consultation with the Employee, shall establish such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in direct conflict with the provisions of this Agreement, the City Charter, the City Code of Ordinances, or any other applicable law.

9.2 All other provisions of the City Charter, City Code of Ordinances, and rules and regulations of the City relating to benefits as outlined in the schedule of benefits for the Executive staff as they now exist or hereafter may be amended from time to time, shall also apply to the Employee as it would be to other general employees of the City not covered by a collective bargaining agreement, in addition to said benefits numerated specifically for the benefit of the Employee herein, except as may be otherwise provided for herein and provided that they are not duplicative of the benefits provided hereunder.

9.3 The Employer shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of the Employee, except during an across-the-board reduction for all general employees of the City.

9.4 If Employee returns to her prior position as Assistant City Manager or is placed in another position, as provided in Section 7 of this Agreement, and her employment is thereafter terminated within a six (6) month period without cause as defined herein, Employee will be entitled to all applicable benefits accorded to other employees and a severance payment equal to twenty

weeks of pay of employee's position at the time of termination. As a condition of Employee's entitlement to the benefits herein, Employee shall execute a Release in favor of the City and in a form acceptable to the City Attorney. The provisions of this paragraph shall survive the termination of this Agreement.

**Section 10. Notices.**

10.1 Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, return receipt requested, addressed as follows:

City: Mayor  
City of Tamarac, Florida  
7525 NW 88th Avenue  
Tamarac, FL 33321

With a copy to: John R. Herin, Jr, Esq.  
City Attorney  
c/o Fox Rothschild, LLP  
2 S Biscayne Blvd #2750  
Miami, FL 33131

Employee: Kathleen Gunn  
Confidential and Exempt

10.2 Alternatively, notices required pursuant to this Agreement may be personally given by hand delivery or a commercially recognized overnight carrier. Notice shall be deemed given as of the date of personal service, overnight delivery, or as of the date of deposit of such written notice with the United States Postal Service addressed to the parties as stated above and to the Employee at the address on file with the City.

**Section 11. Consideration for City Manager Position.**

11.1 Employee may apply and be considered for the City Manager position as part of the City's recruitment or solicitation process to select the City Manager as provided for in Section 5.02 of the City Charter and will be considered along with all other candidates..



## **Section 12. General Provisions.**

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

12.2 No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

12.3 The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

12.4 If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portions thereof, shall not be affected and shall remain in full force and effect.

12.5 The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the Acting City Manager.

12.6 Florida law shall govern this Agreement and any litigation which may arise from this Agreement shall be filed and litigated in the Circuit Court in and for Broward County, Florida.

12.7 Provisions of this Agreement, which by their terms extend beyond the termination, expiration or suspension of this Agreement will survive and remain effective in accordance with their terms and to the extent necessary to the intended preservation of such rights and obligations.

12.8 The parties acknowledge that this Agreement is the result of continual and ongoing negotiation between the parties of equal bargaining power and any ambiguities herein should not

be construed against either party but should be given a fair and reasonable interpretation.

12.9 The headings or captions of Paragraphs in this Agreement are for reference only, do not define or limit the provisions of such Paragraphs and shall not affect the interpretation of such provisions.

12.10 This Agreement may be executed by facsimile signature or by other electronic means, such as electronic signature in one or more counterparts by the parties which, taken together, shall constitute one binding agreement.

12.11 Employee acknowledges that the legal counsel that prepared this Agreement is representing the City rather than Employee and that Employee has been advised to seek the advice of independent counsel. Employee acknowledges that she has had the opportunity to seek the advice of independent counsel. Employee has obtained all information necessary to make an informed decision regarding this Agreement and that any claims regarding any possible conflict of interest regarding this Agreement or its preparation are freely and voluntarily waived.

12.13 While Employee is employed by the City and thereafter, Employee shall cooperate with the City in any internal investigation or administrative, regulatory or judicial proceeding as reasonably requested by the City (including, without limitation, Employee being available to the City upon reasonable notice for interviews and factual investigations, appearing at the City's request to give testimony without requiring service of subpoena or other legal process, volunteering to the City all pertinent information and turning over to the City all relevant public records, whether owned by the City or otherwise, which are or may come into Employee's possession, all at times and on schedules that are reasonably consistent with Employee's other permitted activities and commitments).

### **Section 13. Waiver of Jury Trial**

BOTH THE CITY AND ACTING CITY MANAGER KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY CIVIL PROCEEDINGS THAT MAY BE INITIATED BY EITHER PARTY WITH RESPECT TO ANY TERM OR CONDITION OF THIS AGREEMENT.

**IN WITNESS WHEREOF**, the City of Tamarac, Florida, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested to by its City Clerk, and approved as to form by the City Attorney, and the Employee has signed and executed this Agreement, on the day and year first above written.

**CITY OF TAMARAC, FLORIDA**

**ACTING CITY MANAGER**

\_\_\_\_\_  
Michelle J. Gomez, Mayor

\_\_\_\_\_  
Kathleen Gunn, Acting City Manager

**ATTEST:**

\_\_\_\_\_  
Jennifer Johnson, City Clerk

**APPROVED AS TO FORM AND SUFFICIENCY FOR THE  
USE AND RELIANCE OF THE CITY ONLY:**

\_\_\_\_\_  
John R. Herin, Jr., City Attorney



**Title - TR13694 – Award of RFP #20-15R – Design/Build of Caporella Park Enhancements Project**

A Resolution of the City Commission of the City of Tamarac, Florida, Awarding RFP #20-15R and authorizing the appropriate City Officials to execute an agreement with MBR Construction, INC., for the design/build of the Caporella Park Enhancements project for an amount not to exceed \$4,438,830.94; a contingency amount of \$443,883.09 will be added to the project, for a total project budget of \$4,882,714.03; providing for conflicts; providing for severability; and providing for an effective date.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Temp Reso #13694 - MEMO	10/11/2021	Cover Memo
Temp Reso #13694 - RESO	10/11/2021	Resolution
Temp Reso #13694 - EXHIBIT 1	10/11/2021	Exhibit
Temp. Reso #13694 EXHIBIT 2 Construction Agreement	10/21/2021	Exhibit

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

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

**DATE: September 24, 2021**

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

**RE: Temp. Reso. # 13694 – Award of  
RFP #20-15R – Design/Build of  
Caporella Park Enhancements  
Project**

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**Recommendation:**

I recommend the City Commission award RFP #20-15R and authorize the appropriate City Officials to execute an Agreement with MBR Construction, Inc., for the design/build of the Caporella Park Enhancements Project for an amount not to exceed \$4,438,830.94, and adding a contingency amount of \$443,883.09 to the project account for a total project budget of \$4,882,714.03.

**Issue:**

Award of RFP #20-15R to MBR Construction for the design/build of the Caporella Park Enhancements Project

**Background:**

Caporella Park is a 9 acre park located at 5200 West Prospect Road, first developed by the City in 1979. This passive park has served the surrounding residents, as well as, employees from the adjoining business complex for uses, such as fishing, walking, playground and quiet open space.

In the Parks, Recreation and Social Services Master Plan completed in 2015 and the more recently completed Eastside Park Feasibility Study, needs were identified to not only add park facilities on the east side of Tamarac, but to enhance existing parks with additional amenities that further activate them and create a destination. Communities east of State Road 7/441 do not currently have access to parks with these active types of amenities within a 10 minute drive in the City. Amenities selected for this enhancement project were supported by the needs assessment results of the Master Plan and East Side Park Feasibility Study.

The City of Tamarac advertised RFP #20-15R seeking qualified firms to propose for the design/build of the Caporella Park Enhancements Project. A total of 8 firms, including Danto Builders, LLC, DiPompeo Construction Corp., EDSA, Inc., MBR Construction, Inc., Recreational Design and Construction, Inc., Synalovski Romanik Saye, LLC, Waypoint Contractors, Inc. and West Construction, Inc. responded. The Selection and Evaluation committee shortlisted the proposers to three (3) firms which included DiPompeo Construction Corporation, MBR Construction, Inc. and Recreational Design and Construction, Inc. The three (3) short-listed firms were requested to make formal presentations. Following these presentations, it was determined by the Selection and Evaluation Committee that the proposed plan for development presented by MBR Construction, Inc., best meets the needs of the City.

MBR Construction's proposal reflected creativity in design that will make Caporella Park another quality addition to the Tamarac park system and create a destination for all Tamarac residents. Some of the items that highlighted this effort were their design of the restroom/concession building, splash pad, playground, and some unique qualities for the amphitheater.

Several meetings were held with MBR Construction, Inc., and their consultants to negotiate the cost and scope of services of the contract for the design/build of the Caporella Park Enhancements Project. Design

elements of the park include native landscaping, a multi-use path, consolidated shade-covered fitness area, restroom/concession facility, large picnic shelter, non-motorized boat launch, shade-covered playground, splash pad, amphitheater and parking area.

Temp. Reso. # 13694 authorizes the award of RFP #20-15R to MBR Construction, Inc., at a cost not to exceed \$4,438,830.09, and authorizes the appropriate City Officials to execute an Agreement between MBR Construction, Inc., and the City pertaining to the design/build of the Caporella Park Enhancements Project. A contingency allowance in the amount of \$443,883.09 is added to the project account to be used only on an as needed basis and shall require prior written approval by the City for utilization. The total project budget for this project is \$4,882,714.03

**Fiscal Impact:**

Funds for project PW 20D are budgeted in the City Capital Improvement Budget, account number 310-7002-572.63-10. In addition, the City has been awarded a \$50,000 Florida Recreation Development Assistance Program Grant for this project.



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Gregory Warner

Attachments:      Temporary Resolution # 13694  
                         Proposers Ranking  
                         Construction Agreement

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021-\_\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDED RFP #20-15R AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH MBR CONSTRUCTION, INC., FOR THE DESIGN/BUILD OF THE CAPORELLA PARK ENHANCEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$4,438,830.94; A CONTINGENCY AMOUNT OF \$443,883.09 WILL BE ADDED TO THE PROJECT FOR A TOTAL PROJECT BUDGET OF \$4,882,714.03; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS Caporella Park is located at 5200 Prospect Road, Tamarac, Florida; and

WHEREAS, the City published Request for Proposals RFP #20-15R for the design/build of the Caporella Park Enhancements Project on June 28, 2020; and

WHEREAS, Request for Proposals RFP #20-15R (Steps 1 & 2), are incorporated by reference and available in the Office of the City Clerk; and

WHEREAS, the City initially received eight (8) responses, which were short-listed to three firms including DiPompeo Construction Corporation, MBR Construction, Inc., and Recreational Design and Construction, Inc.; and

WHEREAS, the above-mentioned firms were requested to make formal presentations to the RFP Selection and Evaluation Committee consisting of Director of Parks and Recreation, Assistant Director of Parks and Recreation, Assistant Director of Public Services, Project Manager, Director of Financial Services, and Senior Procurement Specialist; and

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

WHEREAS, the RFP Selection and Evaluation Committee determined that the proposal response submitted by MBR Construction, Inc., incorporated by reference and available in the Office of the City Clerk, was best able to meet the needs of the City; and

WHEREAS, the City of Tamarac has negotiated a contract with MBR Construction, Inc., for their services based on their proposal at a cost not to exceed \$4,438,830.94 (attached hereto as "Exhibit 2"); and

WHEREAS, a contingency allowance in the amount of \$443,883.09 is added to this project to be used only on an as needed basis. The City Manager, or her designee, shall be authorized to make changes, issue Change Orders pursuant to Section 6-147(j) of the City Code, and close the contract award including, but not limited to, making final payment and release of bonds when the work has been successfully completed within the terms and conditions of the contract and within the price; and

WHEREAS, it is the recommendation of the Director of Public Services, the Director of Parks and Recreation, and the Purchasing and Contracts Manager that



the contract for the design/build of the Caporella Park Enhancements Project be awarded to MBR Construction, Inc.; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to award the contract for the design/build of the Caporella Park Enhancements Project, at a cost not to exceed \$4,438,830.94 to MBR Construction, Inc., and a contingency in the amount of \$443,883.09, for a total project budget of \$4,882,714.03

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

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

SECTION 2: The City Commission hereby awards RFP No. #20-15R to and approves an Agreement between the City of Tamarac and MBR Construction, Inc., for the design/build of the Caporella Park Enhancements Project ("the Agreement") and the appropriate City Officials are hereby authorized to execute the Agreement in the amount of \$4,438,830.94 and authorize a contingency allowance of \$443,883.09 subject to 6-147(j) of the City Code.

10/27/21

SECTION 3: An expenditure of \$4,438,830.94, and a contingency in the amount of \$443,883.09 for a total project budget of \$4,882,714.03 is hereby approved.

SECTION 4: That all necessary budget transfers are hereby approved.

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

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

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

PASSED, ADOPTED AND APPROVED this            day of            , 2021.

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MICHELLE J. GOMEZ  
MAYOR

ATTEST:

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JENNIFER JOHNSON, CMC  
CITY CLERK

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

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JOHN R. HERIN  
CITY ATTORNEY

Proposer's Name:	Di Pompeo Construction Corp.	MBR Construction, Inc.	Recreational Design & Construction, Inc.
(Compliant/Non-Compliant)	Compliant	Compliant	Compliant
<b>History of successful execution of work and delivery of project objectives on local municipal work: (Max 25 points)</b>			
Assistant Director of Parks & Recreation	24	24	23
Project Manager	15	23	20
Assistant Director of Public Services	24	24	23
Director of Parks and Recreation	24	24	23
Director of Financial Services	22	24	20
<b>Availability of proposed resources and equipment to meet project objectives: (Max 20 points)</b>			
Assistant Director of Parks & Recreation	19	17	16
Project Manager	20	20	20
Assistant Director of Public Services	18	19	17
Director of Parks and Recreation	19	19	19
Director of Financial Services	18	20	15
<b>Knowledge of and approach to the proposed work (Max 25 points)</b>			
Assistant Director of Parks & Recreation	23	20	17
Project Manager	22	25	22
Assistant Director of Public Services	18	20	15
Director of Parks and Recreation	25	23	23
Director of Financial Services	24	23	20
<b>Teamwork History (Max 20 Points)</b>			
Assistant Director of Parks & Recreation	18	20	17
Project Manager	20	20	20
Assistant Director of Public Services	18	18	17
Director of Parks and Recreation	20	19.5	20
Director of Financial Services	17	20	17
<b>Status as a certified minority business enterprise (Max 5 points)</b>			
Assistant Director of Parks & Recreation	2.5	2.5	0
Project Manager	2.5	2.5	0
Assistant Director of Public Services	2.5	2.5	0
Director of Parks and Recreation	2.5	2.5	0
Director of Financial Services	2.5	2.5	0
<b>Local Preference Consideration (Bonus Max 5 Points)</b>			
Assistant Director of Parks & Recreation	0	0	0
Project Manager	0	0	0
Assistant Director of Public Services	0	0	0
Director of Parks and Recreation	0	0	0
Director of Financial Services	0	0	0
<b>Project Cost</b>			
Assistant Director of Parks & Recreation	22.51	25	22.96
Project Manager	22.51	25	22.96
Assistant Director of Public Services	22.51	25	22.96
Director of Parks and Recreation	22.51	25	22.96
Director of Financial Services	22.51	25	22.96
<b>TOTAL POINTS</b>			
Assistant Director of Parks & Recreation	109.01	108.5	95.96
Project Manager	102.01	115.5	104.96
Assistant Director of Public Services	103.01	108.5	94.96
Director of Parks and Recreation	113.01	113	107.96
Director of Financial Services	106.01	114.5	94.96
<b>TOTAL POINTS:</b>	<b>533.05</b>	<b>560</b>	<b>498.8</b>
<b>TOTAL RANKING</b>			
Assistant Director of Parks & Recreation	1	2	3
Project Manager	3	1	2
Assistant Director of Public Services	2	1	3
Director of Parks and Recreation	1	2	3
Director of Financial Services	2	1	3
<b>Proposal Ranking</b>	<b>2</b>	<b>1</b>	<b>3</b>

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**CONSTRUCTION AGREEMENT****BETWEEN THE CITY OF TAMARAC****AND****MBR Construction, Inc.**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and **MBR Construction, Incorporated** with principal offices located at **1020 NW 51st. Street, Fort Lauderdale, Florida 33309** (the "Contractor") to provide for construction services to **Design / Build of Caporella Park Enhancements Project.**

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

**1. THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, RFP Document No. 20-15R for "Design / Build of Caporella Park Enhancements Project", issued by the City of Tamarac on July 23, 2020 (Step 1) and January 3, 2021 (Step 2) including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions, Instructions to Proposer's), drawings and/or schematic plans, Technical Specifications, all addenda, the Contractor's Proposal response dated August 27, 2020 (Step 1) and July 22, 2021 (Step 2), and amended correspondence dated September 15, 2021 attached hereto as Exhibit 1, Exhibit 2 and Exhibit 3, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between RFP 20-15R for "Design / Build of Caporella Park Enhancements Project" as issued by City, and the contractor's proposal responses; RFP 20-15R for "Design / Build of Caporella Park Enhancements Project" as issued by City shall take precedence over the contractor's bid response. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

**2. THE WORK**

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

**2.1.1** Contractor shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents including all Addendums, Exhibits, Attachments and Appendices.

**2.1.2** Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

**2.1.3** Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

**2.1.4** Contractor shall comply with any and all Federal, State, and local laws and

regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

### **3. INSURANCE**

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:
- General Liability - \$2M/\$3M
  - Automobile – \$1M/\$1M
  - Workers Comp – Statutory

### **4. PERFORMANCE, PAYMENT AND WARRANTY BONDS**

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

required to make under the law. Payment and Performance Bonds must be submitted on City forms, included herein. At the completion and formal approval and acceptance of all work associated with the project, a one-year warranty period will begin. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in Florida, the Contractor shall, within seven (7) days thereafter, substitute another bond meeting the requirements outlined above, which must also be acceptable to the City.

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

## 5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 5.1 The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Contractor receives the City's Notice to Proceed. The work shall be completed within **Five Hundred and Seventy (570)** Calendar days for Final Completion from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. The work under this agreement shall be substantially complete (i.e. Substantial Completion) within **Five Hundred and Forty (540)** calendar days from issuance of City's Notice to Proceed.
- 5.2 During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by the City in accordance with the Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the parties shall agree on an equitable extension of the time for substantial completion hereunder in accordance with the requirements of the Contract Document.

## 6. CONTRACT SUM

The Contract Sum for the above work is a "not to exceed" total of **Four Million Four Hundred and Thirty Eight Thousand Eight Hundred and Thirty Dollars and Ninety Four Cents (4,438,830.94)** Dollars

## 7. PAYMENTS

Payment, upon City approval, will be made monthly for work that has been completed, inspected and properly invoiced (Application for Payment). A retainage of five percent (5%) will be deducted from each monthly payment through project completion, upon City review and approval. Retainage monies will be released upon satisfactory completion and final inspection

of the specific work order. Invoices must bear the bid number, project name, project number, and purchase order number. The City has up to twenty-five (25) business days to review, approve and pay all invoices after receipt of an approved application for payment. The Contractor shall invoice the City and provide a written request to the City to commence the one-year warranty period following the completion of all work, inspections, certificates of approvals, punch lists, etc., in accordance with the Contract Documents. All necessary Release of Liens and Affidavits shall be processed before the warranty period. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

## **8. REMEDIES**

- 8.1** Damages: The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement, including City's right to withhold payment.
- 8.2** Correction of Work: If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. Correction of all deficiencies shall not relieve the Contractor of its duties and obligations under this agreement, in meeting all project requirements and objectives including but not limited to achieving project milestones (Substantial and Final Completion) in accordance with the Contract Documents. The City shall be the sole judge of non-conformance, the quality of workmanship, and any impact it may have on the Project Schedule.

## **9. CHANGE ORDERS**

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

which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.

- 9.5 The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to extension of the contract time.
- 9.6 Any claim for an extension of the Contract Time shall be based on written notice delivered by the party making the claim to the other party no later than fifteen (15) calendar days after the occurrence of the event giving rise to the claim. Notice of the extent of the claim shall be delivered with supporting data and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Contractor has given the notice and the supporting data required by this Paragraph.
- 9.7 Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.
- 9.8 In the event satisfactory adjustment cannot be reached by City and Contractor for any item requiring a change in the contract, and a change order has not been issued, City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as City deems necessary to complete the work. The cost borne by the City to complete the work shall be levied against the Contractor including applicable mark-up of ten (10%) for overhead and engineering costs. The cost of any work covered by a change order for an increase or decrease in contract price shall be determined by mutual acceptance of a Guaranteed Maximum Price by the City and Contractor. If notice of any change in the contract or contract time is required to be given to a surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City. Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the City.

## 10. LIQUIDATED DAMAGES

Project Substantial completion shall be within Five Hundred and Forty (540) calendar days from Contractor's receipt of City's Notice to Proceed. Final Completion shall be Five Hundred and Seventy (570) calendar days from date of City's Notice to Proceed. All time limits stated in the Contract Documents are of the essence of the Agreement. The parties acknowledge that damages arising from delay in meeting these time limits are difficult or impossible to ascertain. Therefore, the parties hereby agree that in the event that the Contractor fails to meet the time limits, as may be extended by the City in accordance with the terms of the Agreement or as otherwise provided in the Agreement, liquidated damages will be assessed against Contractor in the amount of Six Hundred Dollars and Zero Cents (\$600.00) for each calendar day beyond the time frame set forth in the Contract Documents for Substantial Completion until such work is completed. In the event of a delay in completion beyond the time frame set forth in the Contract Documents for Final Completion, liquidated damages will be assessed against the Contractor in the amount of Three Hundred Dollars and Zero Cents (\$300.00) for each calendar day beyond the time frame set in the Contract Documents until such work is completed.



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**11. NO DAMAGES FOR DELAYS**

**ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST CITY BY REASON OF ANY DELAYS.** Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order, and the Guaranteed Maximum Price shall be reasonably increased by Change Order in order to equitably increase the general conditions component of the Guaranteed Maximum Price. Furthermore, if Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area. An extension of time will be considered for "Excusable Inclement Weather Delays" resulting in any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the Work is to be performed, or which could not have been reasonably anticipated by the Contractor, as determined by the U.S. Weather Bureau records for the preceding 3-year period. No extension of Contract Time will be allowed for any inclement weather that could be reasonably have been predicted from such weather records. Should the contractor prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which excusable inclement weather, or the conditions resulting from the weather, or the condition of the Work prevents work from beginning at the usual starting time, and the crew is dismissed as a result thereof, the Contractor will not be charged for a working day, whether or not conditions change thereafter during said day, and the major portion of the day could be considered to be suitable for such construction operations. The Contractor shall base its construction schedule upon the inclusion of the number of days of excusable inclement weather. No extension of the Contract Time due to excusable inclement weather will be considered until after the said number of days of excusable inclement weather has been reached. However, no reduction in Contract Time would be made if said number of days of excusable inclement weather is not reached.

**12. WAIVER OF LIENS**

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

**13. WARRANTY**

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

#### **14. INDEMNIFICATION**

- 14.1** The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- 14.2** Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time

#### **15. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

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

**16. INDEPENDENT CONTRACTOR**

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

**17. ASSIGNMENT AND SUBCONTRACTING**

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

**18. NOTICE**

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

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

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

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

**CONTRACTOR**

Name: MBR Construction, Inc.  
Address: 1020 NW 51st. Street  
FIN/EIN: 65-0373938  
Contract Licensee: Michael R. Boss  
Contact: Michael Boss  
Email: mboss@mbrconstruction.com

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Phone: 954-486-8404

Fax: 754-732-7456

**19. TERMINATION**

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

**19.2** Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure. Written notice of cancellation of this agreement shall state the date upon which the Contractor shall cease all Work under this Contract and vacate the Project(s) site(s). The Contractor shall, upon receipt of such notice, unless otherwise directed by the City: Stop all Work on the Project(s) on the date specified in the notice (the effective date); Take such action as may be necessary for the protection and preservation of the City's materials and property; Cancel all cancelable orders for materials and equipment; Assign to the City and deliver to the site, or any other location specified by the City, any non-cancelable orders for materials and equipment that can not otherwise be used except for Work under the Contract and have been specifically fabricated for the sole purpose of the Work and not incorporated in the Work; Take no action that shall increase the amounts payable by the City under the Contract Documents and take reasonable measures to mitigate the City's liability under the Contract Documents. All charts, drawings, reports, as-builts and other documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the City. Failure to timely deliver the documentation shall cause to withhold any payments due without recourse by the Contractor until all documentation is delivered to the City.

**20. AGREEMENT SUBJECT TO FUNDING**

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

**21. VENUE**

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

**22. SIGNATORY AUTHORITY**

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

**23. SEVERABILITY; WAIVER OF PROVISIONS**

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting validity or enforceability of such

provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect enforceability of that provision or of the remainder of this Agreement.

## **24. UNCONTROLLABLE CIRCUMSTANCES**

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

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

## **25. MERGER; AMENDMENT**

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

## **26. NO CONSTRUCTION AGAINST DRAFTING PARTY**

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

## **27. CONTINGENT FEES**

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

## **28. SCRUTINIZED COMPANIES - 287.135 AND 215.473**

**28.1** By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum

- Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.
- 28.2** Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

## **29. PUBLIC RECORDS**

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

## **30. E-VERIFY**

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall

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

**31. CUSTODIAN OF RECORDS**

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

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

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

**CITY OF TAMARAC**
 \_\_\_\_\_  
 Michelle J. Gomez, Mayor

 \_\_\_\_\_  
 Date

ATTEST:



 \_\_\_\_\_  
 Kathleen Gunn, Interim City Manager

 \_\_\_\_\_  
 Jennifer Johnson, CMC  
 City Clerk

 \_\_\_\_\_  
 Date

 \_\_\_\_\_  
 Date

Approved as to form and legal sufficiency:

 \_\_\_\_\_  
 John R. Herin, Jr., City Attorney

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

ATTEST:

 \_\_\_\_\_  
 MBR Construction, Inc.

 \_\_\_\_\_  
 Company Name

 \_\_\_\_\_  
 Signature of Corporate Secretary

 \_\_\_\_\_  
 Signature of President

 \_\_\_\_\_  
 WENDY BROCCOLI  
 Corporate Secy. (Printed Name)

 \_\_\_\_\_  
 Michael Boss  
 President (Printed Name)

 \_\_\_\_\_  
 (CORPORATE SEAL)

 \_\_\_\_\_  
 OCTOBER 4, 2021  
 Date

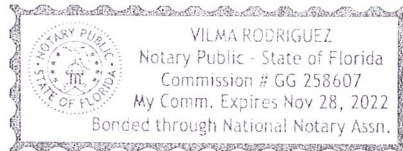


**CORPORATE ACKNOWLEDGEMENT**

STATE OF FLORIDA :  
 COUNTY OF BROWARD :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MICHAEL R. BOSS, President of MBR CONSTRUCTION a Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this day of 4<sup>th</sup> October, 2021.



Vilma Rodriguez  
 Signature of Notary Public  
 State of Florida at Large  
VILMA RODRIGUEZ

Print, Type or Stamp  
 Name of Notary Public

☒ Personally, known to me or  
☐ Produced Identification

Type of I.D. Produced

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



Exhibit 1

**PROPOSAL FORM**

(continued)

RFP 20-15R

**DESIGN BUILD CAPORELLA PARK ENHANCEMENTS PROJECT  
STEP 2**

**General Park Requirements**

**BID**

**NEGOTIATION**

<b>A</b>	<b>Design</b>	<b>\$ 325,000.00</b>	<b>\$ 325,000.00</b>
<b>B</b>	<b>Construction</b>	<b>\$ 3,455,000.00</b>	<b>\$ 3,553,820.94</b>
<b>C</b>	<b>Indemnification</b>	<b>\$ 10.00</b>	<b>\$ 10.00</b>
<b>Sub Total</b>		<b>\$ 3,780,010.00</b>	<b>\$ 3,878,830.94</b>

**Information Technology Requirements**

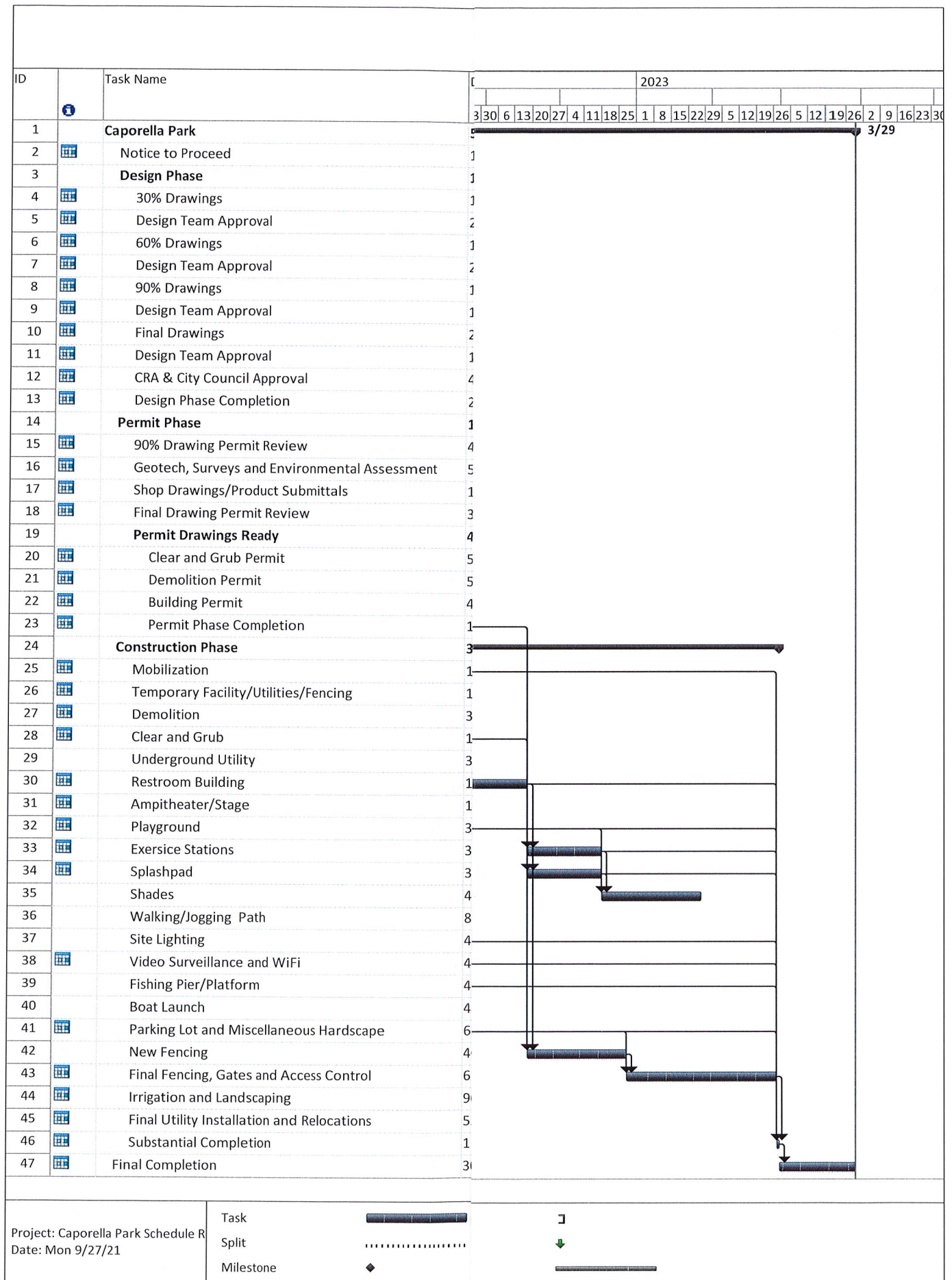
<b>A</b>	<b>Design</b>	<b>\$ 50,000.00</b>	<b>\$ 29,000.00</b>
<b>B</b>	<b>Construction</b>	<b>\$ 670,000.00</b>	<b>\$ 531,000.00</b>
<b>Sub Total</b>		<b>\$ 720,000.00</b>	<b>\$ 560,000.00</b>

<b>Grand Total</b>		<b>\$ 4,500,010.00</b>	<b>\$ 4,438,830.94</b>
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**NOTE:**

Grand Total includes credit for Alternate (Remove the requirement for  
Cell Maxcell Edge Innerduct (P/N MXE52224)

The City is requesting aggregate proposals for all requirements listed above;  
however, we reserve the right to award by individual requirement or  
requirements if it is in the best interest of the City.





# NEGOTIATION 9/15/21



Balance

## MIRACLE SHADE STRUCTURES DEDUCT

### 1 Remove Shade Sail at Playground Area 100% coverage

a	50'x100'x14'h mega span shade	\$	(70,000.00)		
b	Foundations and Installation	\$	(12,000.00)		

## REP SERVICES SHADE STRUCTURES ADD

### 1 Custom Shade 100% coverage

a	Custom shade structure	\$	100,000.00		
b	Foundations and Installation	\$	20,000.00		
1	TOTAL SHADE STRUCTURES ADD	\$	(82,000.00)	\$	120,000.00
				\$	38,000.00

Balance

## MIRACLE PLAYGROUND DEDUCTS

### 2 Remove Playground

a	Playground	\$	(120,000.00)		
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## REP SERVICES PLAYGROUND ADD

### 2 Rep services playground

a	Equipment	\$	109,999.00		
b	Sealed Engineering Drawings	\$	2,700.00		
c	Freight	\$	11,310.00		
d	Installation	\$	50,000.00		
e	Taxes	\$	6,811.94		

2	TOTAL PLAYGROUND ADD	\$	(120,000.00)	\$	180,820.94
				\$	60,820.94

Balance

## MAXCELL

### 3 Maxcell conduit

a Deduct for Maxcell conduit / Utilize standard conduit sized in accordance with DCP \*

5	TOTAL MAXCELL DEDUCT	\$	-	\$	(160,000.00)
				\$	(160,000.00)

## SUB-TOTAL

Original bid

		\$	(61,179.06)		
		\$	4,500,010.00		

## TOTAL

		\$	4,438,830.94		
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**Title - TR13707 - Resolution Supporting the Efforts of the Public Rights Project and the Southern Poverty Law Center**

A Resolution of the City Commission of the City of Tamarac, Florida, supporting the efforts of the Public Rights Project and the Southern Poverty Law Center to declare as unconstitutional the provisions of Chapter 2021-6, Laws of Florida (A/K/A House Bill One) that interfere with a Florida municipality's ability to adopt the operating budget of the municipality's law enforcement agency; providing for conflicts; providing for severability; and providing for an effective date.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
TR13707 - Resolution	10/26/2021	Resolution
Public Rights Project - Backup Material	10/26/2021	Backup Material

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021 - \_\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, SUPPORTING THE EFFORTS OF THE PUBLIC RIGHTS PROJECT AND THE SOUTHERN POVERTY LAW CENTER TO DECLARE AS UNCONSTITUTIONAL THE PROVISIONS OF CHAPTER 2021-6, LAWS OF FLORIDA (A/K/A HOUSE BILL ONE) THAT INTERFERE WITH A FLORIDA MUNICIPALITY'S ABILITY TO ADOPT THE OPERATING BUDGET OF THE MUNICIPALITY'S LAW ENFORCEMENT AGENCY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, the City of Tamarac actively monitors and comments on Federal, State, and local legislation that may impact the City and its residential and business communities; and

WHEREAS, during the 2021 State of Florida Legislative Session, the Florida Legislature adopted Chapter 2021-6, Laws of Florida (a/k/a House Bill One or "HB1"); and

WHEREAS, HB1 interferes with the home rule powers of every municipality in the State of Florida vis-à-vis their ability to adopt an annual budget that includes the operating budget of a municipal law enforcement agency free of interference from the State; and

WHEREAS, the Public Rights Project and The Southern Poverty Law Center have informed the City Commission that they intend on challenging the constitutionality of HB1.

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.

SECTION 2: The City of Tamarac supports the efforts of the Public Rights Project and the Southern Poverty Law Center to protect and preserve the home rule powers of every Florida municipality by having HB1 declared unconstitutional.

SECTION 3: 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 4: This Resolution shall become effective immediately upon adoption.

PASSED, ADOPTED AND APPROVED this 27th day of October 2021.

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MICHELLE J. GOMEZ  
MAYOR

ATTEST:

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JENNIFER JOHNSON, CMC  
CITY CLERK

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

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JOHN R. HERIN, JR

CITY ATTORNEY



**TO:** Tamarac City Commission  
**FROM:** Public Rights Project, Community Justice Project, and the Southern Poverty Law Center  
**RE:** The Case for Challenging HB 1

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## **I. Executive Summary**

The Combating Violence, Disorder, and Looting and Law Enforcement Protection Act, also known as HB 1, obstructs municipalities' ability to control their budgets—a core local power. HB 1 gives the governor and his cabinet the power to line-edit municipal budgets with binding legal effect whenever a reduction to the law enforcement budget is challenged by the state attorney, member of the City Commission, or possibly even a county sheriff.<sup>1</sup> This review process chills local government action.

Municipalities need full control of their budgets so that they can function properly. Municipal revenue can be variable, which is why cities need full authority to structure their budgets to weather changes. When revenues are down in periods of economic hardship, municipalities need flexibility to tighten spending wherever such measures would be most efficient, whether those tightening measures affect law enforcement or parks and recreation. When municipalities receive opportunities to apply for one-time grants to supplement a city budget or need to make a large expenditure to update the infrastructure or technology in a department, they need the flexibility to make this increase without being locked into maintaining a higher spending level. Furthermore, municipalities need flexibility to reorganize their departments if certain programs would fit better under the purview of another department.

Municipalities also require full control of their budgets in order to be responsive to the needs of their residents. Budgets reflect community priorities and values. If residents need greater investment in municipal human services as they struggle in the wake of a pandemic and economic downturn, then it is the municipality's duty and prerogative to formulate a budget that is responsive to residents' needs and values.

In the summer of 2020, the murders of George Floyd and Breonna Taylor, among others, catalyzed many Floridians to call on their local governments to rebalance budgeting priorities to invest in public safety strategies that prioritize social and human services separate from law enforcement. These residents pointed out that law enforcement has been relied on as a first responder for non-violent incidents that could be addressed with a public health or social service approach, but that these community approaches need funding. Many municipalities responded by exploring how non-law enforcement functions such as service programs could be transferred from the law enforcement budget to other municipal departments.

From the faraway state capital, Governor Ron DeSantis preempted the discussions between local governments and residents with HB 1. Though his intent was to stymie discussions

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<sup>1</sup> Matt Dixon, *Florida Panel Paves Way for Law Enforcement to Appeal Local Police Budget Cuts*, Politico (June 15, 2021), <https://www.politico.com/states/florida/story/2021/06/15/florida-panel-paves-way-for-law-enforcement-to-appeal-local-police-budget-cuts-1386464>.

started by the movement for racial justice, the effect will be much broader, interfering with municipalities' ability to weather economic downturns, administer their departments efficiently, and respond to the needs of residents by directing funds where they are most needed. Local leaders are chilled right now from continuing to pursue budget proposals that could trigger HB 1.

Litigation is the only remaining avenue to challenge HB 1. HB 1 is injuring municipalities right now by the chilling budgeting discussions and creating budget uncertainty. HB 1 violates several provisions of the constitutions on its face, and three legal entities (national legal non-profit Public Rights Project, Florida-based community lawyers Community Justice Project, and national firm Jenner & Block) have reviewed these facial claims to ensure their viability. Challenging HB 1 on its face, rather than waiting for an application to challenge, will create an opportunity for a much broader remedy: the invalidation of the law rather than the invalidation of only one application. For these reasons, we recommend proceeding with the attached complaint.

## **II. HB 1's Injury to Municipalities**

HB 1 threatens municipalities' ability to make policy and governance decisions that best reflect the needs of its constituents. HB 1 works by allowing either a state attorney or a member of a municipal governing body (or a county sheriff pending new rules) to contest any funding reduction to law enforcement departments in that municipality's budget. Any municipal budget that is challenged is then reviewed by the Administration Commission, a commission made up of the Governor and his cabinet members. The Administration Commission will then review, amend, or modify the law enforcement items of a municipality's budget. Because of Governor DeSantis' publicly stated position that law enforcement budgets should not be reduced in any way, it is very likely that any reduction to a municipal law enforcement budget will be rejected. Any amendment or modification to a municipality's budget is final.

HB 1 gives the Governor and his cabinet nearly unbridled discretion to preempt the municipal budget. Even the smallest of budgetary adjustments could trigger budgetary revisions from state governing officials who have little to no stake in local communities.

The imposition of this process can impact municipal budgetary discussions and decisions in several ways. If a municipality faces natural decreases in revenue from economic downturn, then reductions to the law enforcement budget as a result of across-the-board cuts can trigger HB 1. The expiration of a capital expenditure or federal or state grant to law enforcement can trigger HB 1. Simply shifting non-law enforcement programs or positions out of the law enforcement budget can also trigger HB 1.

HB 1 looms over budgeting decisions right now, creating uncertainty about what decisions could risk state takeover of the budget. Now is the time to challenge this law facially rather than wait for further injury.

## **III. Facial Legal Claims**

Not only do municipalities have standing to challenge HB 1, but they also have five claims to assert in arguing that HB 1 violates the Florida Constitution. These claims have been researched and analyzed by national and Florida non-profit organizations including Public Rights Project and Community Justice Project, and by a private firm, Jenner & Block.

#### *Claim One: Separation of Powers*

Under the Florida Constitution, no branch of government can exercise the powers of another branch and no branch can assign its constitutionally given powers to another branch. Fla. Const. art. II, § 3; *Smith v. State*, 537 So. 2d 982, 987 (Fla. 1989). HB 1 assigns two fundamentally legislative powers to the executive branch. First, HB 1 gives the Governor and his cabinet the ability through the municipal budget revision process to reduce appropriations of public funds, which is a power that belongs exclusively to the legislative branch. *See, e.g., Florida House of Representatives v. Martinez*, 555 So. 2d 839, 845 (Fla. 1990). Second, HB 1 gives the Governor and his cabinet the ability to revise municipal decisions with binding effect, even though the ability to limit municipal power is also an exclusively legislative authority. *See, e.g., Askew v. Cross Key Waterways*, 372 So. 2d 913, 915-19 (Fla. 1978). Because HB 1 delegates two legislative functions to the executive branch, it violates the Florida Constitution on its face.

#### *Claim Two: Nondelegation Doctrine*

To the extent the legislative branch had some authority to delegate to the executive branch here, HB 1 nonetheless violates the nondelegation doctrine enshrined in the Florida Constitution. This doctrine holds that any delegation of legislative functions must be accompanied by "some minimal standards and guidelines ascertainable by reference to the enactment establishing the program." *Askew v. Cross Key Waterways*, 372 So. 2d 913, 925 (Fla. 1978). The nondelegation doctrine aims to prevent the executive "from acting through whim, showing favoritism, or exercising unbridled discretion." *S. All. for Clean Energy v. Graham*, 113 So. 3d 742, 748 (Fla. 2013). But HB 1 does not provide any such guidelines that instruct the executive how to review municipal reductions to the law enforcement budget, so the executive can act with unchecked discretion. The lack of standards allows the Administration Commission to make arbitrary decisions about municipal budgets with no meaningful oversight or guiding principles, in direct violation of the nondelegation doctrine.

### *Claim Three: Single Subject Rule*

The Florida Constitution prohibits a law from addressing multiple unconnected issues and requires a bill's title to express the subject of the legislation. Fla. Const. art. III, § 6. HB 1 violates this rule because it combines two distinct and unrelated legal objectives into one law: Section 1 institutes a process for executive review of local budgeting decisions and the other provisions of the law impose criminal penalties on individuals for protest-related activities. Additionally, it is unclear how the HB 1's title "[a]n act relating to combatting public disorder" relates to the municipal budgeting provisions.

### *Claim Four: Unfunded Mandate*

The Florida Constitution generally prohibits the passage of any state legislation that requires municipalities to spend funds or to take actions that require the expenditure of funds unless the state provides or authorizes a revenue stream. Fla. Const. art. VII, § 18. HB 1 requires a municipality to expend funds in order to maintain the previous year's law enforcement budget or else risk the state seizing budgetary control from the municipality and line-editing the budget without the municipality's consent or collaboration. Yet, the state has provided no revenue to maintain such funding, nor has it authorized a new municipal funding stream. For these reasons, HB 1 creates an unconstitutional unfunded mandate.

### *Claim Five: Home Rule*

Like many other states across the country, Florida allows municipalities to adopt a home rule charter which grants them broad powers to meet municipal needs. Fla. Const. art. VIII, § 2(b); *Thomas v. State*, 614 So. 2d 468, 472 (Fla. 1993). Among these powers include the ability to propose and pass budgets. *See City of Boca Raton v. Gidman*, 440 So. 2d 1277, 1281-82 (Fla. 1983); *City of Gainesville v. Bd. of Control*, 81 So. 2d 514, 518 (Fla. 1955). HB 1 impedes this function by creating a process through which the state can usurp control of the municipal budget and unilaterally revise the budget with binding effect on the municipality. This is a clear violation of the City's home rule authority.

## **IV. Conclusion and Recommendation**

HB 1's injury to municipal autonomy is egregious and strategic, and it obstructs the ability of municipalities to structure a budget that best responds to the needs and values of its residents. Municipal autonomy and responsive local democracy are worth defending, and pursuing this litigation would allow municipalities to defend their authority from increasing encroachment by the state. We recommend that this Commission vote to pursue this lawsuit.

**Southern Poverty Law Center**

**Bacardi Jackson**

Bacardi L. Jackson, has been practicing law for over 23 years and is now the Managing Attorney for the Miami office and Senior Supervising Attorney for Children's Rights at the Southern Poverty Law Center. The Children's Rights Practice Group works to ensure that vulnerable children in the deep south have equal opportunities to reach their full potential. Before joining SPLC, from 2005-2018, Ms. Jackson was a trial attorney at Tucker Law Group where she established and managed the firm's Florida office. She represented a wide range of clients, including *Fortune* 100 companies, colleges and universities, governmental entities, and individuals in the areas of higher education, labor and employment, commercial and complex civil litigation, constitutional and civil rights law and catastrophic personal injury.

After completing a federal clerkship, Ms. Jackson began her legal career at the international law firms of King & Spalding in Atlanta, Georgia and Morgan, Lewis & Bockius in Philadelphia, Pennsylvania. Ms. Jackson received an A.B. in Political Science from Stanford University and a J.D. from Yale Law School.

Always an active steward of her community, Ms. Jackson served as *pro bono* counsel for several non-profits and has served on numerous local, state and national non-profit boards, including the National Association of Minority and Women Owned Law Firms, Leadership Florida, the Stanford Alumni Association and the Community Foundation of Broward County. She was recognized as a Florida Super Lawyer for 2020 and 2021, honored by The *Sun Sentinel's* Legacy Magazine as one of South Florida's 25 Most Influential and Prominent Black Women in Business and Leadership and she was an inaugural recipient of the Thurgood Marshall College Fund Distinguished Young Leader Award.

**Paul Chavez**

Paul R. Chavez is a Senior Supervising Attorney with the Southern Poverty Law Center's Immigrant Justice Project, where he leads SPLC's immigrant justice work in the state of Florida. Most recently, Mr. Chavez served as the Executive Director of Centro Legal de la Raza. Headquartered in Oakland CA, Centro Legal is a comprehensive legal services agency that protects and advances the rights of immigrant, low-income, and Latino communities. Under his leadership, Centro Legal grew into one of the preeminent legal service organizations on the West coast, including becoming the largest removal/deportation defense provider in California.

Previously, Mr. Chavez was a Senior Attorney with the Lawyers' Committee for Civil Rights of the San Francisco Bay Area where he maintained an active racial and immigrant justice impact litigation docket. Mr. Chavez has received several awards for his work, including a 2015 California Lawyer Attorney of the Year (CLAY) Award, recognizing extraordinary achievement in

Immigrant Rights Impact Litigation, and a Certificate of Special Congressional Recognition in 2018.

Mr. Chavez was a firefighter in the United States Navy prior to receiving his B.A. in Political Science from the University of Colorado. He earned his J.D. from Berkeley Law at the University of California.

## **Public Rights Project**

### **Jonathan Miller**

Jonathan Miller is the Legal Director at Public Rights Project. With over a decade of experience as a government attorney, he has committed his career to public interest endeavors. At Public Rights Project, Mr. Miller has defended the local autonomy of numerous cities, including most recently Portland and Oakland in federal litigation challenging the Trump Administration's policy and practice of deploying federal law enforcement to cities during the racial justice protests of 2020. Prior to joining Public Rights Project, Mr. Miller served as the Chief of the Public Protection & Advocacy Bureau in the Massachusetts Attorney General's Office where he led a 150-person team engaged in investigations, litigation (both in federal and state court), and other advocacy in the areas of civil rights, consumer protection, and workers rights. Mr. Miller frequently has advocated before the U.S. Supreme Court on civil rights matters including affirmative action, reproductive rights, and marriage equality.

In addition to his legal practice, Mr. Miller has served as a Lecturer in Law at Harvard Law School and an instructor at several other law schools. He graduated from Dartmouth College and Columbia Law School.

### **LiJia Gong**

LiJia Gong is Counsel at Public Rights Project where she combines significant litigation experience with political strategy to represent cities in public-facing litigation defending workers' rights and local autonomy. Prior to joining PRP, Ms. Gong worked as a senior legal analyst to Senator Elizabeth Warren in her 2018 re-election campaign. Ms. Gong also litigated at two national law firms, Frankfurt Kurnit, Klein & Selz and Davis Polk & Wardwell, where she represented clients in nearly all phases of litigation in cases before state and federal courts.

Ms. Gong earned her J.D. from Georgetown University Law Center and her B.S.F.S. from Georgetown University.

### **Marissa Roy**

Marissa Roy is a Staff Attorney for Public Rights Project and Legal Team Lead for the Local Solutions Support Center. Ms. Roy has spent her career working with local governments to engage in high-impact litigation. As a Deputy City Attorney for the City of Los Angeles and outside counsel for County of Los Angeles, Ms. Roy represented the municipal perspective in several challenges to the Trump Administration's immigration policies, from the federal district court all the way to the U.S. Supreme Court. In these cases, Ms. Roy protected local autonomy from federal infringement.

Ms. Roy earned her J.D. from Yale Law School as well as her Master's in Public Diplomacy and B.A. in Philosophy, Politics, and Law from the University of Southern California.

**Community Justice Project**

**Berbeth Foster**

Berbeth Foster is the Senior Staff Attorney at Community Justice Project. Ms. Foster has a decade of experience litigating and defending low-income populations in consumer rights matters including mortgage foreclosure, debt collection, fraud, and Chapter 13 bankruptcy. In her position at legal aid, she litigated and negotiated over half a million dollars in debt relief for her clients. Ms. Foster left her position as Lead Consumer Litigation Counsel at Legal Aid to work on impact litigation at Community Justice Project. Currently, she focuses her time representing a vast array of grassroots organizations fighting for racial and economic justice. She works with various statewide and national coalitions advocating for housing as a human right, reimagining public safety, and climate justice.

Berbeth graduated from the University of Miami School of Law and from Florida International University where she earned her B.A. and M.A.

**Miriam Haskell**

Miriam Haskell is a Senior Attorney and Director of Litigation at Community Justice Project. Ms. Haskell has dedicated her legal career to centering individuals and communities in their fights for justice. Prior to her role at Community Justice Project, she worked at the Southern Poverty Law Center, where she focused on class-action litigation against juvenile and adult prisons. In addition, Ms. Haskell worked for Legal Services of Greater Miami, where she represented people trying to access public benefits and school services for students with disabilities.

Ms. Haskell attended Barnard College and the University of North Carolina School of Law.



**Jenner & Block**

**Lindsay Harrison**

Lindsay Harrison is a litigator and partner in Jenner & Block's Appellate and Supreme Court and Complex Commercial Litigation Practices. Ms. Harrison's practice spans a diverse range of matters and clients. Many of her matters involve high-stakes legal challenges under the Administrative Procedure Act, including recent victories challenging the rescission of the Deferred Action for Childhood Arrivals (DACA) program and challenging an Environmental Protection Agency (EPA) directive that limits the participation of scientists from academia and nonpartisan nonprofit organizations on federal science advisory committees. Ms. Harrison also leads the firm's Hospitality and Gaming Practice, representing hotel management companies in disputes with owners, partners and consumer class actions. Ms. Harrison has a substantial pro bono practice, which has included her successful argument before the U.S. Supreme Court on behalf of an asylum-seeker and the ongoing representation of a death row inmate in Georgia.

Ms. Harrison received a B.A. from the University of Southern California and a J.D. from Harvard Law School. After graduating from law school, Ms. Harrison clerked for Judge Gold in the Southern District of Florida and for Judge Barkett on the Eleventh Circuit Court of Appeals.

**John Flynn**

John Flynn is co-chair of Jenner & Block's Communications, Internet, and Technology Practice and a partner in its Washington, D.C. office. He represents telecom, media, and technology companies in a wide variety of matters, including merger proceedings and other government investigations, technology-related litigation, internet and wireless regulatory issues, and telecommunications transactions. In achieving results for clients, Mr. Flynn draws on more than 25 years of communications and technology experience spanning government, private practice, and the private sector.

Mr. Flynn received his J.D., magna cum laude, from the Georgetown University Law Center in 1995, where he served as the Senior Notes and Comments Editor of *The Georgetown Law Journal*. He received his MA in International Policy Studies and A.B. in Political Science, with distinction, from Stanford University. Mr. Flynn clerked for the Hon. Edward R. Becker of the U.S. Court of Appeals for the Third Circuit in 1995 and Justices Byron R. White and John Paul Stevens on the U.S. Supreme Court in 1996-97.

**Carter Smith**

Carter Smith is an associate in Jenner & Block's Litigation and Communications, Internet and Technology practice groups. Mr. Smith received his JD from the University of Virginia School Law in 2020. During law school, Mr. Smith was a research assistant to professors Richard Schragger and Cale Jaffe, and he also worked with the Environmental and Regulatory Law

Clinic, assisting a large regional non-profit with state and federal administrative law issues. Mr. Smith received his BA from Seattle University in 2014, where he studied economics and philosophy, and was inducted into the Omicron Delta Epsilon economics honors society. Mr. Smith is admitted to practice law in Florida and the District of Columbia.

**Academic Experts**

**Professor Nestor Davidson**

Professor Nestor Davidson joined the faculty of Fordham University School of Law in 2011 and was named the Albert A. Walsh Professor of Real Estate, Land Use and Property Law in 2017. Professor Davidson is an expert in property, urban law, and affordable housing law and policy, and is the co-author of the casebook *Property Law: Rules, Policies and Practices* (7th ed. 2017). Professor Davidson founded and serves as the faculty director of the law school's Urban Law Center and previously served as Associate Dean for Academic Affairs. Professor Davidson also serves as a member of the legal team at Local Solutions Support Center.

Professor Davidson practiced with the firm of Latham and Watkins, focusing on commercial real estate and affordable housing, and served as Special Counsel and Principal Deputy General Counsel at the U.S. Department of Housing and Urban Development. Professor Davidson earned his A.B. from Harvard College and his J.D. from Columbia Law School. After law school, he clerked for Judge David S. Tatel of the United States Court of Appeals for the District of Columbia Circuit and Justice David H. Souter of the U.S. Supreme Court.

**Professor Rick Su**

Rick Su is a Professor of Law at the University of North Carolina School of Law, where he teaches and writes in the areas of local government law, immigration, and federalism. His research focuses on the intersection between cities and immigration. His work has appeared in the *Columbia Law Review*, the *William & Mary Law Review*, the *University of Pennsylvania Journal of Constitutional Law*, and the *North Carolina Law Review*. Professor Su also serves on the Law Professor Panel for the Local Solutions Support Center.

Su received his B.A. from Dartmouth College and his J.D. from Harvard Law School. After graduating from law school, he clerked for The Honorable Stephen Reinhardt on the Ninth Circuit Court of Appeals and worked in the U.S. Department of Housing and Urban Development. Prior to joining the Carolina Law faculty in 2019, Su taught at the University at Buffalo School of Law, where he won the faculty teaching award in 2009 and 2015.

**Resolution No.**

**A Resolution of the City Commission of the City of Tamarac, Florida, authorizing Public Rights Project, a project of the Tides Center, Community Justice Project, and Southern Poverty Law Center to file a lawsuit on behalf of the City of Tamarac, Florida, that facially challenges Section 1 of CS/HB 1 (2021); and providing an immediate effective date.**

**WHEREAS**, the City of Tamarac exercises control over its annual budget as a means to respond to the diverse needs, interests, and values of the community it represents; and

**WHEREAS**, the City is currently considering and structuring its FY 2022 budget; and

**WHEREAS**, Section 1 of CS/HB 1 creates a state executive review process that is triggered when a City Commissioner or the State Attorney for the Seventeenth Judicial Circuit objects to a funding reduction to the operating budget of the City's law enforcement agency; and

**WHEREAS**, CS/HB 1 delegates this process to the Administration Commission (made up of the Governor and Cabinet), which has the power to amend or modify the budget as to each separate item within the operating budget of the City's law enforcement agency with no limiting principles on the Administration Commission's discretion; and

**WHEREAS**, Public Rights Project, Community Justice Project and Southern Poverty Law Center have prepared a draft complaint for consideration by the City Commission; and

**WHEREAS**, the City Commission has reviewed the draft complaint and has weighed the considerations, including the protection of the City of Tamarac's budgeting authority and municipal autonomy, and desires to move forward with the litigation.

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

**Section 1.** The City Commission hereby states that it is suffering a current injury because its FY 2022 budget considerations are impacted by HB 1; and

**Section 2.** The City Commission hereby authorizes Public Rights Project, Community Justice Project, and Southern Poverty Law Center to file a lawsuit bringing a facial challenge to Section 1 of CS/HB 1 on behalf of the City as a Plaintiff, seeking declaratory, injunctive, and other appropriate relief, as set forth in the draft complaint shared with and reviewed by the City Commission. Pursuant to that authorization, Public Rights Project, Community Justice Project, and Southern Poverty Law Center have the authority to add allegations to the complaint regarding the impact of CS/HB 1 on the City of Tamarac as well as additional municipal plaintiffs to the lawsuit.

**Section 3.** This resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this \_\_th day of \_\_\_\_\_, 2021.

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Michelle Gomez, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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Jennifer Johnson, City Clerk

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John R. Herin, Jr., City Attorney

**CITY OF MIRAMAR  
PROPOSED CITY COMMISSION AGENDA ITEM**

**Meeting Date:** August 18, 2021

**Presenter's Name and Title:** Burnadette Norris Weeks, Esq., City Attorney

**Prepared By:** Michelle Austin Pamies, Esq., City Attorney

**Temp. Reso. Number:** 7472

**Item Description:** Temp. Reso. #R7472 authorizing the **Public Rights Project**, a project of the Tides Center, Community Justice Project, and Southern Poverty Law Center to file a **lawsuit** on behalf of the City of Miramar, Florida, that facially **challenges Section 1 of CS/HB 1 (2021)**. (*Sponsored by Mayor Wayne M. Messam*) (*City Attorney Burnadette Norris-Weeks*)

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

**Instructions for the Office of the City Clerk: None**

**Public Notice** – As required by the Sec. \_\_\_\_ of the City Code and/or Sec. \_\_\_\_, Florida Statutes, public notice for this item was provided as follows: on \_\_\_\_\_ in a \_\_\_\_\_ ad in the \_\_\_\_\_; by the posting the property on \_\_\_\_\_ and/or by sending mailed notice to property owners within \_\_\_\_\_ feet of the property on \_\_\_\_\_  
(fill in all that apply)

**Special Voting Requirement** – As required by Sec. \_\_\_\_\_, of the City Code and/or Sec. \_\_\_\_\_, Florida Statutes, approval of this item requires a \_\_\_\_\_ (unanimous, 4/5ths etc.) vote by the City Commission.

**Fiscal Impact:** Yes ☒ No ☐

**REMARKS: None**

**Content:**

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR7472**



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners

**FROM:** Vernon E. Hargray, City Manager

**BY:** Burnadette Norris Weeks, Esq., City Attorney

**DATE:** April 12, 2018

**RE:** Temp. Reso. No. 7472, authorizing the Public Rights Project, a project of the Tides Center, Community Justice Project, and Southern Poverty Law Center to file a lawsuit against the Florida Governor and Florida Attorney General on behalf of the City of Miramar, Florida, that facially challenges Section 1 of CS/HB 1(2021)

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**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. #R7472, authorizing the Public Rights Project, a project of the Tides Center, Community Justice Project, and Southern Poverty Law Center to file a lawsuit on behalf of the City of Miramar, Florida, that facially challenges Section 1 of CS/HB 1 (2021).

**ISSUE:** City commission approval is required to authorize the City of Miramar to file a lawsuit challenging Section 1 of CS/HB1 (2021).

**BACKGROUND:** Following the nationwide and Florida racial justice protests of the Summer of 2020, the Florida Governor, Ron DeSantis, signed into law CS/HB1, which, among other things, attempts to discourage protests by permitting any person who participates in a peaceful protest that turns violent (even if such violence occurs without the involvement of the protestor) to be arrested and charged with a third-degree felony. If a city's budget reduces the operating budget of the city's law enforcement agency, HB 1 permits the state attorney for the judicial circuit in which a city is located or any member of the city's governing body to file an appeal by petition to the Administration Commission, a body that is comprised of the Governor and his cabinet. The Administration Commission will review the petition through an expedited process that gives cities only five (5) days to file a reply. Following its review, the Administration Commission can

approve, amend, or modify the city's challenged budget. HB 1 does not provide cities with the ability to appeal the decision to a court of competent jurisdiction.

The City of Miramar has approved a Voluntary Retirement Incentive Program ("VRIP"). Some police officers have taken advantage of the VRIP, thereby reducing the payroll line item from the Police Department Budget for 2022. Accordingly, under HB1, the City of Miramar may be subject to an appeal of its budget decision. Public Rights Project, Community Justice Project, and Southern Poverty Law Center are willing to file a lawsuit on behalf of the City of Miramar, Florida, that facially challenges Section 1 of CS/HB 1 (2021) on various legal grounds. The lawsuit will be at no cost or liability to the City. The City of Gainesville has already approved being a plaintiff in the lawsuit; and it is expected that other cities may also participate in the lawsuit.



Temp. Reso. No. 7472  
8/10/21  
8/10/21

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AUTHORIZING THE PUBLIC RIGHTS PROJECT, A PROJECT OF THE TIDES CENTER, COMMUNITY JUSTICE PROJECT, AND SOUTHERN POVERTY LAW CENTER TO FILE A LAWSUIT ON BEHALF OF THE CITY OF MIRAMAR, FLORIDA, THAT FACIALLY CHALLENGES SECTION 1 OF CS/HB 1 (2021); AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miramar exercises control over its annual budget as a means to respond to the diverse needs, interests, and values of the community it represents; and

**WHEREAS**, the City is currently considering and structuring its FY 2022 Budget; and

**WHEREAS**, the City has instituted a city-wide Voluntary Retirement Incentive Program ("VRIP"), that, among other things, will institute a two-year freeze on the positions of any police officer who opts to retire early under the VRIP; and

**WHEREAS**, this city-wide voluntary retirement program will have the effect of reducing the salary line item of the City's law enforcement budget; and

**WHEREAS**, Section 1 of CS/HB 1 creates a State executive review process that is triggered when a City Commissioner or the State Attorney in the applicable Judicial Circuit objects to a funding reduction to the operating budget of the City's law enforcement agency; and

Reso. No. \_\_\_\_\_

Temp. Reso. No. 7472  
8/10/21  
8/10/21

**WHEREAS**, CS/HB 1 delegates this process to the Administration Commission comprised of the Governor and Cabinet, which has the power to amend or modify the budget as to each separate item within the operating budget of the City's law enforcement agency with no limiting principles on the Administration Commission's discretion; and

**WHEREAS**, Public Rights Project, Community Justice Project and Southern Poverty Law Center have prepared a draft complaint for consideration by the City Commission; and

**WHEREAS**, the City Commission has reviewed the draft complaint and has weighed the considerations, including the protection of the City of Miramar's budgeting authority and municipal autonomy, and desires to move forward as a participant in the litigation.

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

**Section 1.** The City Commission hereby states that it is suffering a current injury because its FY 2022 budget considerations are impacted by HB 1; and

**Section 2.** The City Commission hereby authorizes Public Rights Project, Community Justice Project, and the Southern Poverty Law Center to file a lawsuit bringing a facial challenge to Section 1 of CS/HB 1 on behalf of the City as a Plaintiff, seeking declaratory, injunctive, and other appropriate relief, as set forth in the draft complaint shared with and reviewed by the members of the City Commission.

Temp. Reso. No. 7472  
8/10/21  
8/10/21

**Section 3.** This resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor, Wayne M. Messam

\_\_\_\_\_  
Vice Mayor, Yvette Colbourne

ATTEST:

\_\_\_\_\_  
City Clerk, Denise A. Gibbs

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

\_\_\_\_\_  
City Attorney  
Austin Pamies Norris Weeks Powell, PLLC

**Requested by Administration**

Commissioner Winston F. Barnes  
Commissioner Maxwell B. Chambers  
Vice Mayor Yvette Colbourne  
Commissioner Alexandra P. Davis  
Mayor Wayne M. Messam

**Voted**

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

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT,  
IN AND FOR LEON COUNTY, FLORIDA

CITY OF GAINESVILLE, FLORIDA,

\_\_\_\_\_, \_\_\_\_\_,

*Plaintiffs,*

vs.

RON DESANTIS, in his official capacity as  
Governor of the State of Florida; and

ASHLEY MOODY, in her official capacity as  
Attorney General of the State of Florida,

*Defendants.*

CASE NO.

## **COMPLAINT**

Plaintiffs, the City of Gainesville, \_\_\_\_\_, and \_\_\_\_\_ bring this action for declaratory and injunctive relief against Defendants Ron DeSantis, in his official capacity as Governor of the State of Florida, and Ashley Moody, in her official capacity as Attorney General of the State of Florida, and state as follows:

## **INTRODUCTION**

1. Municipalities are the government closest to the people. Municipal governments provide the day-to-day services that most Floridians rely on, from public transportation to parks and libraries to safety and emergency services. Municipalities have a responsibility to allocate these services in the way that best responds to the needs of the local community, and to do that, they need authority to be able to craft budgets that reflect community values. This budget-making authority lies at the heart of a municipality's legislative powers.

2. Throughout Florida, municipalities have been engaging in meaningful dialogue with residents about investing in public safety strategies that emphasize social services outside of law enforcement, after thousands of Floridians called on municipalities to prioritize racial justice. This dialogue has spurred municipal budget reform proposals that reimagine public safety as responsive and reflective of community needs and values.

3. Governor Ron DeSantis has commandeered this local legislative process through unconstitutional legislation: the Combating Violence, Disorder, and Looting, and Law Enforcement Protection Act, also known as HB 1. HB 1 allows the Governor and his cabinet to wield state-wide executive power to take control of a local budget that reduces law-enforcement spending, thereby reversing the local legislative process and directing local tax dollars with no

guiding standards, no limitations from the state legislature, and no accountability to the impacted local communities.

4. In just the few months since its enactment, HB 1 has impacted municipal budgeting throughout Florida. Municipalities have little ability to predict which decisions could be overruled under HB 1's state takeover provisions, making it unworkable to commit funds to certain services when the state could retroactively reverse that decision. Municipalities are deterred from considering the budgeting reforms that their residents are calling for because doing so could cost them control over their budget and, in turn, hamper their ability to function. Fiscally conservative municipalities are discouraged from pursuing cost-saving measures across all municipal departments. In essence, municipalities have been chilled from structuring their budgets to serve the best interests and needs of their communities.

5. HB 1 violates the Florida Constitution on several grounds:

a. Separation of Powers: The state legislature does not have the authority to convey local budget oversight to the state executive branch under the Florida Constitution's separation of powers provisions, Fla. Const. art. II, § 3;

b. Nondelegation: The legislature does not have the authority to delegate unlimited and unguided discretion to the executive pursuant to the nondelegation doctrine;

c. Single-Subject Rule: HB 1 does not abide by the Florida Constitution's single subject rule because only its first section relates to municipal budgeting while its subsequent sections pertain to individual speech activities, Fla. Const. art. III, § 6;

d. Unfunded Mandate: However it is applied, HB 1 creates an unfunded mandate, forcing municipalities to make expenditures at the command of the state without

any financial support and in violation of the Florida Constitution, Fla. Const. art. VII, § 18; and

e. Home Rule: HB 1 disregards the protection of internal municipal governance under home rule that voters have time and time again guaranteed to municipalities in Florida, Fla. Const. art. VIII, § 2.

6. These infirmities require a permanent injunction of HB 1's municipal budgeting provisions. Municipalities need control and certainty over their budget in order to serve the needs of their residents with a budget that reflects their communities' priorities and values.

### **JURISDICTION AND VENUE**

7. This is an action seeking declaratory relief, which this Court has jurisdiction to grant pursuant to Chapter 86 of the Florida Statutes, and injunctive relief, which this Court has jurisdiction to grant pursuant to Section 26.012 of the Florida Statutes. *See* Fla. Stat. §§ 26.012, 86.011, 86.021.

8. The City of Gainesville is a proper plaintiff to challenge the constitutionality of HB 1 because this law will require the City to expend public funds on law enforcement that otherwise would have been allocated to other municipal services and because this law has injected substantial uncertainty into the City's overall budgeting process.

9. Venue is proper in Leon County because the Defendants are all located, or have their principal headquarters, in Leon County Florida. *See* Fla. Stat. § 47.011.

### **THE PARTIES**

10. The City of Gainesville is a municipality established in 1927 and vested with "all governmental, corporate, and proprietary powers" that enable it to perform its municipal functions, which include, among others, "expend[ing] the money of the City for all lawful purposes,"

“maintain[ing] a department or division of police,” and “do[ing] all things whatsoever necessary or expedient for promoting or maintaining the general welfare . . . peace, [and] government . . . of the city or its inhabitants.” Fla. Ch. 90-394, art. 1 § 101 (1990); Fla. Ch. 12760, § 7(e), (x)-(y) (1927).

11. Defendant Ron DeSantis currently serves as the Governor of the State of Florida. He is sued in his official capacity. He is the Florida constitutional officer charged with “tak[ing] care that the laws [are] faithfully executed.” Fla. Const. art. IV, § 1(a). Governor DeSantis is responsible for the enforcement of HB 1 and an appropriate defendant in this action.

12. Defendant Ashley Moody currently serves as the Attorney General of the State of Florida. She is sued in her official capacity. She serves as Florida’s chief legal officer. Fla. Const. art. IV, § 4(b). Attorney General Moody is responsible for the enforcement of HB 1 and an appropriate defendant in this action.

## **FACTS**

### **I. The Florida Constitution Establishes a Distinct and Robust Tripartite System of State Government and Floridians’ Right to Local Self-Governance.**

13. From the very first words of the U.S. Constitution, “We the People,” America stands as a system rooted in self-government. A key tenet of the American constitutional tradition is the recognition that the powers imbued in government derive solely from the people.<sup>1</sup>

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<sup>1</sup> See U.S. Const. preamble (“We the people of the United States...do ordain and establish this Constitution for the United States of America.”); *see also* The Declaration of Independence (U.S. 1776) (“Governments are instituted among Men, deriving their just powers from the consent of the governed[.]”); Mont. Const. art. II, pt. II, § 1 (“All political power is vested in and derived from the people.”); Penn. Const. art. I, § 2 (“All power is inherent in the people, and all free governments are founded on their authority and instituted for their peace, safety and happiness.”); Tex. Const. art. I, § 2 (“All political power is inherent in the people, and all free governments are founded on their authority, and instituted for their benefit.”); Virg. Const. art. I, § 2 (“[A]ll power is vested in, and consequently derived from, the people, that magistrates are their trustees and servants, and at all times amenable to them.”)



14. This American constitutional tradition of self-government is protected by a system of checks and balances.<sup>2</sup> Constitutional checks and balances not only guard the liberties of the governed against abuse by their government, but also reserve ample power to the people so that the people may govern themselves and their own affairs.<sup>3</sup>

15. One of the most vital checks and balances is the separation of powers among different branches and different levels of government.<sup>4</sup> The U.S. and vast majority of state constitutions incorporate both *horizontal* separation of powers principles by establishing tripartite systems of government<sup>5</sup>—consisting of a legislative, executive, and judicial branch—and *vertical* separation of powers principles by reserving power to the people and their local governments through home rule.<sup>6</sup>

16. Vertical separation of powers provides a critical protection of democracy because municipal leadership is based in the local community, rather than a faraway state capital. At the

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<sup>2</sup> See Baron de Montesquieu, *The Spirit of the Laws*, 151-52 (Hafner, Thomas Nugent trans, 1949) (“When the legislative and executive powers are united in the same person, or in the same body of magistrates, there can be no liberty; because apprehensions may arise, lest the same monarch or senate should enact tyrannical laws, to execute them in a tyrannical manner.”); John Locke, *Two Treatise of Government* 193 (Thomas I. Cook ed., Hafner Publishing Co. 1947) (“And when the people have said, we will submit to rules and be governed by laws made by such men, and in such forms, nobody else can say other men shall make laws for them; nor can the people be bound by any laws but such as are enacted by those whom they have chosen and authorized to make laws for them.”).

<sup>3</sup> See *Gregory v. Ashcroft*, 501 U.S. 452 (1991) (“Just as the separation and independence of the coordinate branches of the Federal Government serve to prevent the accumulation of excessive power in any one branch, a healthy balance of power between the States and the Federal Government will reduce the risk of tyranny and abuse from either front.”); see also Abner S. Greene, *Checks and Balances in an Era of Presidential Lawmaking*, 61 U. Chi. L. Rev. 123, 131-32 (1994) (“[I]t is important to realize that the core value of multiple repositories of power that the citizens are sovereign and their delegated power must be fractured among various governmental actors—is central as well to both judicial review and federalism....the structure of federalism was intended to ensure that the citizens had multiple governmental repositories, at varying levels of locality, into which to delegate powers.”).

<sup>4</sup> See, e.g., *New York v. United States*, 505 U.S. 144 (1992); *Texas Boll Weevil Eradication Foundation, Inc. v. Lewellen*, 952 S.W. 2d 454 (Tex. 1997).

<sup>5</sup> *INS v. Chadha*, 462 U.S. 919 (1983) (“[T]he Framers saw fit to divide and balance the powers of Government so that each branch would be checked by the others. Virtually every part of our constitutional system bears the mark of this judgement.”); see also Jim Rossi, *Institutional Design and the Lingering Legacy of Antifederalist Separation of Powers Ideals in the State*, 52 Van. L. Rev. 1167, 1187-1202 (1999) (cataloguing various separation of powers provisions in state constitutions).

<sup>6</sup> See U.S. Const. amend. X; Lynn A. Baker & Daniel Rodriguez, *Constitutional Home Rule and Judicial Scrutiny*, 86 Denv. L. Rev. 1337, Appendix (2009) (listing various state constitutional home rule provisions).

local level, residents have easier access to their representatives—who often represent fewer constituents than at the state level—which in turn allows municipalities to craft policy that directly responds to community needs and more closely reflects community values.<sup>7</sup>

17. The Florida Constitution of 1968 and its subsequent amendments observe the American constitutional tradition<sup>8</sup> with especially robust horizontal separation of powers principles, among the strictest and strongest of all state constitutions.<sup>9</sup>

18. The people of Florida additionally amended the Florida Constitution in 1968 to guarantee the vertical separation of powers principle of local self-government by granting municipalities the right to home rule.<sup>10</sup>

19. The amended Article VIII, § 2(b) of the Florida Constitution establishes that “municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services, and may exercise power for municipal purposes except as otherwise provided by law.” This amendment ensured that home rule, a long-standing tradition in Florida since the earliest days of its history as a Spanish colony, would remain enshrined in the fabric of Florida’s democracy.<sup>11</sup>

20. The Florida Legislature and state courts have reaffirmed the principle of home rule since the people’s mandate. When the home rule amendment was initially interpreted narrowly,

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<sup>7</sup> See generally Paul A. Diller, *Why Do Cities Innovate in Public Health? Implications of Scale and Structure*, 91 Wash. U. L. Rev. 1219 (2014).

<sup>8</sup> See, e.g., Fla. Const. art. I, § 1 (“All political power is inherent in the people.”); Fla. Const. art. II, § 3 (“The powers of the state government shall be divided into legislative, executive and judicial branches. No person belonging to one branch shall exercise any powers appertaining to either of the other branches unless expressly provided herein.”).

<sup>9</sup> See Jim Rossi, *Institutional Design and the Lingering Legacy of Antifederalist Separation of Powers Ideals in the State*, 52 Van. L. Rev. 1167, 1195 (1999).

<sup>10</sup> See Fla. Const. art. VIII.

<sup>11</sup> Florida House of Representatives, *The History and Status of Local Government Powers in Florida* 1-2 (July 31, 1972).

the Florida Legislature enacted the Municipal Home Rules Power Act (MHRPA) (Ch. 166 of the Florida Statutes) to underline the importance of local control under the new constitutional amendment.<sup>12</sup> The Florida Supreme Court has since emphasized: “The clear purpose of the [amendment] was to give the municipalities inherent power to meet municipal needs. . . . The legislature’s retained power is now one of limitation rather than one of grace.” *Lake Worth Utilities Auth. v. City of Lake Worth*, 468 So. 2d 215, 217 (Fla. 1985).

21. Insofar as the state has retained power to influence municipal policy, it may only do so through valid exertion of legislative power. *See Askew v. Cross Key Waterways*, 372 So. 2d 913, 915-19 (Fla. 1978). In order to keep the legislature accountable to the communities they represent, this core legislative power cannot be delegated to another branch of state government.

22. Florida voters have also expanded the protections of local self-governance. When the state legislature began encroaching on local governments’ autonomy by requiring them to make expenditures without providing a revenue stream, Floridians overwhelmingly voted to adopt a new constitutional amendment in 1990 preventing the state legislature from imposing unfunded mandates on local governments.<sup>13</sup>

23. Article VII, § 18 of the Florida Constitution provides that “no county or municipality shall be bound by any general law requiring such county or municipality to spend funds or to take an action requiring the expenditure of funds” subject to certain limitations.

24. Florida’s horizontal and vertical separation of powers principles—its three-branch system of state government and its home rule guarantee—work together to reinforce checks and

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<sup>12</sup> J. James R. Wolf and Harah Harley Bolinder, *The Effectiveness of Home Rule: A Preemption and Conflict Analysis*, 83 Fla. B.J. No.6 (2009).

<sup>13</sup> Fl. Dep’t of State, Fl. General Election Results (Nov. 6, 1990), <https://results.elections.myflorida.com/?ElectionDate=11/6/1990&DATAMODE=>.

balances, empower the people of Florida to govern themselves, and protect this liberty from diminution by any means other than a valid exercise of legislative power.

Charter of the City of Gainesville

25. The City of Gainesville is a home rule city as defined under Article VIII, Section 2, of the Florida Constitution. The Legislature granted the City home rule status, as defined under the Florida home rule constitutional amendment, in 1990 via statute<sup>14</sup>:

“The City of Gainesville, created by chapter 12760, Laws of Florida, 1927, as amended, shall continue and is vested with all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, render municipal services, and exercise any power for municipal purposes, except as otherwise provided by law.”<sup>15</sup>

The statute continued by explicitly providing that “the powers of the city shall be construed liberally in favor of the city, limited only by the State Constitution, general law, and specific limitations contained in this act.”<sup>16</sup>

26. Among the powers guaranteed to Gainesville are the powers to “raise taxes”<sup>17</sup>; “to expend the money of the City for all lawful purposes”<sup>18</sup>; “to exercise full police powers, and establish and maintain a department or division of police”<sup>19</sup>; and “to do all things whatsoever necessary or expedient for promoting or maintaining the general welfare, comfort, education, morals, peace, government, health, trade, commerce or industries of the city or its inhabitants”.<sup>20</sup>

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<sup>14</sup> 1990 Fla. Laws, ch. 90- 394, at 47 .

<sup>15</sup> 1990 Fla. Laws, ch. 12760, art. 1.01.

<sup>16</sup> 1990 Fla.Laws, ch. 12760, art. 1.03. .

<sup>17</sup> 1990 Fla. Laws, ch. 12760 at 1388.

<sup>18</sup> 1990 Fla. Laws, ch. 12760 at 1389.

<sup>19</sup> 1990 Fla. Laws, ch. 12760 at 1394.

<sup>20</sup> 1990 Fla. Laws, ch. 12760 at 1394.

27. The Charter of the City of Gainesville adopts home rule wholesale.<sup>21</sup> It also provides that among the enumerated powers of the City are the formulation and approval of an annual budget<sup>22</sup> and control over the Gainesville Police Department.<sup>23</sup>

**II. Florida Municipalities Are Best Positioned to Adopt Budgets that Reflect Their Residents' Needs, Values, and Priorities.**

28. Municipal budgets reflect the priorities of the community. Municipalities are expected to provide a wide array of services to residents and must make difficult decisions about how to allocate finite resources to best serve the needs of the community. In some communities, constituents may advocate for a more fiscally conservative budget, while in others, constituents may push for an increase in certain services that necessitate a reallocation of funding. Municipal budgeting enables and celebrates these differences allowing residents to have a voice in their communities.

29. Floridians rely on their municipal governments to provide and maintain a wide array of public services, such as parks, recreation centers, libraries, animal control, water, transportation, and public safety.

30. In Florida, however, municipal revenue streams are limited. The Florida Constitution caps municipal property taxes at \$10 per \$1,000 valuation, Fla. Const. Art. VII, § 9(b), so this funding stream generally accounts for less than half of the revenue that Florida municipalities generate.<sup>24</sup> Additionally, municipalities rely on a combination of proprietary and regulatory fees along with grants from the state and federal governments or other external entities.

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<sup>21</sup> Gainesville, Fla., Ordinances, art. 1, § 1.01 (2021).

<sup>22</sup> Gainesville, Fla., Ordinances, ch. 3, art. 3, § 3.02 (2021).

<sup>23</sup> Gainesville, Fla., Ordinances, ch. 21, art. 1 (2021).

<sup>24</sup> Florida League of Cities, *2019 State of Cities* (2019), [http://www.floridaleagueofcities.com/docs/default-source/default-document-library/2019-state-of-the-cities.pdf?sfvrsn=c405dad5\\_6](http://www.floridaleagueofcities.com/docs/default-source/default-document-library/2019-state-of-the-cities.pdf?sfvrsn=c405dad5_6).

31. These streams of revenue are naturally variable. Municipal tax and fee revenue fluctuate every year based on several factors, including economic conditions and individual activity. When there are natural decreases in local revenues, municipalities have to make budget cuts across the board in order to achieve a balanced budget. During the 2010 recession, for example, several municipalities in Florida had to make budget reductions that impacted law enforcement:

a. In 2010, tax revenues plummeted in Panama City. In order to balance the books, the city unfunded all vacant positions. Of 31 positions, 11 cuts came from the police department, including sworn officers and civilian positions.<sup>25</sup>

b. The 2011-12 budget approved by the Gainesville City Commission cut Gainesville Police Department's budget by \$946,000, saving 3.2% of the \$29.6 general fund. These funding reductions resulted in the elimination of several command staff positions in the department.<sup>26</sup>

c. In Jacksonville, between the fiscal years of 2010 and 2013, 147 police officer positions were eliminated due to budget cuts, including the entire mounted police force.<sup>27</sup>

32. Some decreases in local revenue may arise when an intergovernmental or external grant is time-limited and non-renewable. As the grant period ends, a municipality must decide how to maintain that funding stream or allow the reduction. For example, in 2012, the City of Gainesville was one of only two municipalities to receive a grant from the Center for Children's

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<sup>25</sup> Katie Landeck, *Chief: Panama City Police Department 'strained'*, Panama City News Herald (Jan. 7, 2017), <https://www.newsherald.com/news/20170107/chief-panama-city-police-department-strained>.

<sup>26</sup> Cindy Swirko, *Budget Cuts Hit GPD Command Staff Hard*, The Gainesville Sun (Sept. 17, 2010), <https://www.gainesville.com/article/LK/20100917/news/604164102/GS/>.

<sup>27</sup> David Bauerlein, *71 of 147 police cuts not linked to Mayor Brown, analyses find*, The Florida Times-Union (May 14, 2015), <https://www.jacksonville.com/article/20150514/NEWS/801245291>.

Law and Policy to reduce the arrest rates of youth of color. The grant and associated revenue stream expired after two years, so Gainesville allocated its own municipal funds toward the Disproportionate Minority Contact Initiative. Had Gainesville not allocated that continued revenue stream, the police department budget would have been reduced due to the expiration of the grant.

33. Other times, municipalities may reorganize departments and shift funding structures to promote economic efficiency. For example, in 1990, the Live Oak City Council voted to turn the city's law enforcement role over to the Suwannee County Sheriff's Office due to budget constraints. Likewise, Mexico Beach's former police department was dissolved in October 2019 in favor of having the Bay County Sheriff's Office take over. City officials reported the switch saved Mexico Beach money that helped other service areas.<sup>28</sup>

34. In some cases, municipalities have used their budget authority to dismantle parts of police departments that were found to be engaging in malfeasance and misappropriation. In 1987, the City of West Palm Beach disbanded its ten-member tactical team after members of the city's Haitian community sued the city accusing officers of violating their constitutional rights, conducting unreasonable strip searches, using slurs, and physically abusing them. The city settled the lawsuit for \$75,000.<sup>29</sup> And in 1992, the City of Largo disbanded their special investigations unit after evidence surfaced of detectives misusing funds and police vehicles. Money allocated for the special unit moved back into the city's general fund.<sup>30</sup>

35. Municipalities face difficult budgetary decisions every year, and the current fiscal year is no different. As a result of the economic downturn caused by the COVID-19 pandemic,

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<sup>28</sup> Blake Brannon, *Officials look back at transition from Mexico Beach Police Department to Bay County Sheriff's Office*, WJHG News Channel 7 (Nov. 2, 2020), <https://www.wjhg.com/2020/11/03/officials-look-back-at-transition-from-mexico-beach-police-department-to-bay-county-sheriffs-office/>.

<sup>29</sup> Larry Aydlette, *West Palm May Pay \$75,000 to End Lawsuit*, The Palm Beach Post (Dec. 30, 1987), <https://www.newspapers.com/image/129627445/>.

<sup>30</sup> *Police Unit Disbanded*, St. Petersburg Times (Apr. 26, 1992), <https://www.newspapers.com/image/323640260/>.

many cities have been forced to reduce their budgets. The City of Miami was forced to cut 66 sworn police officer positions, along with over a dozen firefighters, due to a projected \$30 million shortfall.<sup>31</sup>

36. In crafting a budget that balances finite resources among a broad array of commitments, municipalities often seek input and collaboration from the community. Municipal budgeting discussions are generally open to the public where comment is invited. In Gainesville, for example, the City Manager proposes a first version of the budget at a public City Commission meeting. Over a period of several months, there are multiple opportunities for public comment and discussion as City Commissioners consider the budget in depth. What is eventually produced reflects public comments and community needs over the next fiscal year within the limits of the city's revenue.

37. Because developing a municipal budget requires a nuanced understanding of the municipality's capacity as well as residents' needs and values, doing so is considered a core application of legislative power—one properly exercised by the municipality itself through its constitutional home rule guarantee. Under no circumstances would a municipal budget crafted and promulgated by the state executive branch be valid under the Florida Constitution's separation of powers provisions.

### **III. Floridians Have Called on Their Local Governments to Reimagine Public Safety Through Meaningful Changes to Municipal Budgeting.**

38. As municipal spending on law enforcement has far outpaced spending on public health and social services, residents have been engaging with their municipal governments to rebalance spending to support social services separate from law enforcement.

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<sup>31</sup> Joey Flechas, *Miami's COVID Budget Passes with Police Layoffs, Transformed NET and Canceled Events*, Miami Herald (Sept. 25, 2020), <https://www.miamiherald.com/news/local/community/miami-dade/article245995330.html>.



39. Law enforcement has grown to account for the lion's share of municipal spending. From 1977 to 2017, state and local spending on law enforcement nearly tripled from \$42 billion to \$115 billion,<sup>32</sup> with municipalities contributing 86% of the funding.<sup>33</sup> Policing is now the single largest municipal expenditure in 35 of the country's 50 largest cities.<sup>34</sup>

40. Municipal spending in Florida is no different. In the three largest cities in Florida, Jacksonville, Miami, and Tampa, police spending accounts for 33% to 40% of the municipal budget.<sup>35</sup> In Gainesville, police spending amounts to over one quarter of the city's general fund.<sup>36</sup>

41. As spending on law enforcement has grown, so has the scope of law enforcement activity. Only around 1% of 911 calls<sup>37</sup> and less than 5% of police arrests<sup>38</sup> relate to serious violent crime. Instead, police officers spend the biggest share of their time responding to non-emergency calls,<sup>39</sup> including by treating overdoses, responding to mental health crises, and addressing homelessness.<sup>40</sup>

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<sup>32</sup> *Criminal Justice Expenditures: Police, Corrections, and Courts*, Urban Inst., <https://www.urban.org/policy-centers/cross-center-initiatives/state-and-local-finance-initiative/state-and-local-backgrounders/criminal-justice-police-corrections-courts-expenditures> (last visited June 12, 2021).

<sup>33</sup> Fola Akinnibi, *Cities' Pleas for Federal Aid Run into Calls to Defund Police*, Bloomberg (June 12, 2020), <https://www.bloomberg.com/news/articles/2020-06-12/cities-s-pleas-for-federal-aid-runs-into-calls-to-defund-police>.

<sup>34</sup> Carl Sullivan & Carla Baranauckas, *Here's How Much Money Goes to Police Departments in Largest Cities Across the U.S.*, USA Today (June 26, 2020), <https://www.usatoday.com/story/money/2020/06/26/how-much-money-goes-to-police-departments-in-americas-largest-cities/112004904/>.

<sup>35</sup> *What Policing Costs: A Look at Spending in America's Biggest Cities*, Vera, <https://www.vera.org/publications/what-policing-costs-in-americas-biggest-cities> (last visited June 12, 2021).

<sup>36</sup> *City Manager's Adopted Budget in Brief*, City of Gainesville (Oct. 1, 2020), <https://www.cityofgainesville.org/Portals/0/bf/FY21-FOP-adopted.pdf>.

<sup>37</sup> Jeff Asher & Ben Horwitz, *How Do the Police Actually Spend Their Time?*, N.Y. Times (June 19, 2020), <https://www.nytimes.com/2020/06/19/upshot/unrest-police-time-violent-crime.html>.

<sup>38</sup> Betsy Pearl, *Beyond Policing: Investing in Offices of Neighborhood Safety*, Ctr. for Am. Progress (Oct. 15, 2020), <https://www.americanprogress.org/issues/criminal-justice/reports/2020/10/15/491545/beyond-policing-investing-offices-neighborhood-safety/>.

<sup>39</sup> Asher & Horwitz, *supra* note 37.

<sup>40</sup> Pearl, *supra* note 38.

42. Municipal departments that specialize in providing public health and social services, on the other hand, receive a fraction of the dollars spent on policing. The ten largest cities in the U.S. spend anywhere from two to ten times more on policing than public health expenditures, even though health professionals have greater training than police for responding to behavioral or mental health emergencies.<sup>41</sup>

43. While policing can account for a quarter to nearly half of a municipal budget,<sup>42</sup> the average city spends only 5% of funds on public housing, leaving the police to respond to conflicts relating to homelessness rather than social services professionals who could offer targeted resources.<sup>43</sup> In Gainesville, with a particularly high ratio of police officers to private citizens, the police department receives seventeen times more funding than is allocated to human services.<sup>44</sup>

44. Although the vast majority of police officers' time is spent handling non-violent activity, they are primarily trained for responding to violent threats rather than deescalating other situations. The average municipal police department spends 168 hours training new officers on use of force, self-defense, and firearm tactics while only devoting 9 hours to conflict management and mediation.<sup>45</sup> As a result, police officers are more conditioned to use tactics of force, rather than de-escalation, even in response to non-emergency situations.<sup>46</sup>

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<sup>41</sup> Ellen Fassler, *10 Largest US Cities Will Spend More on Police Than Public Health This Year*, TruthOut (Feb. 24, 2021), <https://truthout.org/articles/10-largest-us-cities-will-spend-more-on-police-than-public-health-this-year/>.

<sup>42</sup> Vera, *supra* note 35.

<sup>43</sup> Emily Badger & Quoc Trung Bui, *Cities Grew Safer. Police Budgets Kept Growing*, N.Y. Times (June 12, 2020), <https://www.nytimes.com/interactive/2020/06/12/upshot/cities-grew-safer-police-budgets-kept-growing.html>.

<sup>44</sup> Gainesville Budget, *supra* note 36.

<sup>45</sup> Sarah Hansen & Halah Touryalai, *Call 911: How Police Built Military Arsenals and A Firm Grip on Local Budgets, And Why Defunding May Be Inevitable*, Forbes (June 26, 2020), <https://www.forbes.com/sites/sarahhansen/2020/06/26/call-911-how-police-built-military-arsenals-and-a-firm-grip-on-local-budgets-and-why-defunding-may-be-inevitable/?sh=204c8ce019c3>.

<sup>46</sup> Roge Karma, *We Train Police to Be Warriors - And Then Send Them Out to Be Social Workers*, Vox (July 31, 2020), <https://www.vox.com/2020/7/31/21334190/what-police-do-defund-abolish-police-reform-training>.

45. Studies have shown that police use of force has been disproportionately directed at communities of color, particularly the Black community.<sup>47</sup> A national study of nearly 5,000 fatal police shootings between 2015 and 2020 demonstrated that police killed Black Americans at over 2.5 times the rate of white Americans and killed unarmed Black Americans at triple the rate of unarmed white Americans.<sup>48</sup> Florida’s rate of fatal police shootings between 2015 and 2018 was comparable to national statistics,<sup>49</sup> and analysis of the racial disparities in police shootings found that Black Floridians are “more likely to be shot in questionable circumstances.”<sup>50</sup>

46. The summer of 2020 brought greater national attention to the disproportionate use of police violence toward communities of color.

47. On May 25, 2020, George Floyd, a 46-year-old Black man, was murdered by Minneapolis police officer Derek Chauvin, who knelt on Floyd’s neck for eight minutes and forty-six seconds as Mr. Floyd lay face-down on the street, handcuffed, gasping “I can’t breathe.”<sup>51</sup>

48. Just two months earlier, three plainclothes Louisville police officers forced entry into the apartment of Breonna Taylor, a 26-year-old Black woman, and fatally shot her six times as she slept.<sup>52</sup>

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<sup>47</sup> Elle Lett, et al., *Racial Inequity in Fatal U.S. Police Shootings, 2015-2020*, 75 J. Epidemiology & Cmty. Health 394 (2021), <https://jech.bmj.com/content/75/4/394>; Emmanuella Asabor, et al., *Fatal Police Shootings Among Black Americans Remain High, Unchanged Since 2015*, Penn. Medicine News (Oct. 28, 2020), <https://www.pennmedicine.org/news/news-releases/2020/october/fatal-police-shootings-among-black-americans-remain-high-unchanged-since-2015>.

<sup>48</sup> *Id.*

<sup>49</sup> Steve Steward, *By the Numbers: Florida Police Related Shooting Fatalities*, Tallahassee Reports (June 24, 2020), <https://tallahasseeareports.com/2020/06/24/by-the-numbers-florida-police-related-shooting-fatalities/>.

<sup>50</sup> Ben Montgomery, *Why Cops Shoot*, Tampa Bay Times (2017), <https://projects.tampabay.com/projects/2017/investigations/florida-police-shootings/>.

<sup>51</sup> Evan Hill, et al., *How George Floyd Was Killed in Police Custody*, N.Y. Times (May 31, 2020), <https://www.nytimes.com/2020/05/31/us/george-floyd-investigation.html>.

<sup>52</sup> Rukmini Callimachi, *Breonna Taylor’s Life Was Changing. Then the Police Came to Her Door.*, N.Y. Times (Aug. 30, 2020), <https://www.nytimes.com/2020/08/30/us/breonna-taylor-police-killing.html>.

49. These stories and conversations about police brutality were shared in solidarity with the Black Lives Matter movement and viewed by 1.4 billion people.<sup>53</sup>

50. These killings sparked what was deemed the largest mass movement for justice in United States history.<sup>54</sup> The two months following George Floyd's murder saw between 15 and 26 million Americans participate in thousands of racial justice demonstrations, many organized under the banner of or in solidarity with the Black Lives Matter movement.<sup>55</sup> These racial justice demonstrations spanned over 40% of counties in the United States.<sup>56</sup>

51. Thousands of Floridians joined this call for racial justice, participating in dozens of peaceful demonstrations across the state. In Gainesville, over 1,000 people came together to demand police accountability in the days after Mr. Floyd's murder,<sup>57</sup> and, in June, over 1,000 united against racial injustice in a demonstration organized by the Dream Defenders, a Black-led organization seeking transformative justice in Florida.<sup>58</sup>

52. Both across the nation and in Florida, these calls for racial justice and for an end to police violence against Black communities were overwhelmingly peaceful: over 95% of protests were non-violent and involved no property damage.<sup>59</sup>

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<sup>53</sup> Sam Blake, *Why the George Floyd Protests Feel Different—Lots and Lots of Mobile Video*, dot.la (June 12, 2020), [https://dot.la/george-floyd-video-2646171522.html?utm\\_campaign=post-teaser&utm\\_content=i87yytb3](https://dot.la/george-floyd-video-2646171522.html?utm_campaign=post-teaser&utm_content=i87yytb3).

<sup>54</sup> Larry Buchanan, et al., *Black Lives Matter May be the Largest Movement in U.S. History*, N.Y. Times (July 3, 2020), <https://www.nytimes.com/interactive/2020/07/03/us/george-floyd-protests-crowd-size.html>.

<sup>55</sup> *Id.*

<sup>56</sup> *Id.*

<sup>57</sup> Cindy Swirko, *Marchers Call for Justice, Police Accountability*, Gainesville Sun (May 30, 2020), <https://www.gainesville.com/news/20200530/marchers-call-for-justice-police-accountability>.

<sup>58</sup> Ruelle Fludd & James J. Rowe, *Over a Thousand People Join Protest for Black Lives in Gainesville*, WCJB (June 13, 2020), <https://www.wcjb.com/content/news/Thousands-join-protest-for-black-lives-in-Gainesville-571246111.html>.

<sup>59</sup> Erica Chenoweth & Jeremy Pressman, *This Summer's Black Lives Matter Protesters Were Overwhelmingly Peaceful, Our Research Finds*, Wash. Post. (Oct. 16, 2020), <https://www.washingtonpost.com/politics/2020/10/16/this-summer-black-lives-matter-protesters-were-overwhelming-peaceful-our-research-finds/>.

53. This nationwide movement against racial injustice and police brutality elevated the conversation about reimagining the model for public safety through municipal budgeting changes. Residents have asked their local governments to reevaluate municipal spending priorities to, in some places, reorient public safety programs to be more community-driven, and in others, reduce the tax burden to local taxpayers, especially to the extent certain expenditures are likely to contribute to systemic racial injustice.

#### **IV. Municipalities throughout Florida Are Responding to Constituents by Considering New Approaches to Funding Public Safety.**

54. Municipalities across the nation have heard their residents, and city halls have become central spaces for discussing community-based models for public safety and the reasonableness of certain law enforcement practices and spending decisions. As a result, in 2020, nearly half of the largest U.S. cities redirected money from the police budget to social services.<sup>60</sup> For example, Minneapolis, Minnesota directed nearly \$8 million from its police budget toward mental health response and violence prevention programs to help vulnerable populations.<sup>61</sup> Austin, Texas shifted \$153 million from the police budget to create new social service programs, including a “Reimagine Safety” fund, and to move non-law enforcement functions out of the police department.<sup>62</sup>

55. In Florida, several cities listened to constituents’ calls to reimagine public safety by shifting their budgets as well.

#### City of Gainesville

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<sup>60</sup> See Sam Levin, *These U.S. Cities Defunded Police: “We’re Transferring Money to the Community,”* The Guardian (Mar. 7, 2021), <https://www.theguardian.com/us-news/2021/mar/07/us-cities-defund-police-transferring-money-community>.

<sup>61</sup> Brenna Goth & Ayanna Alexander, *“Defund the Police” in Cities Faces Ire of State GOP Lawmakers*, Bloomberg Law (Mar. 16, 2021), <https://news.bloomberglaw.com/social-justice/defund-the-police-in-cities-faces-ire-of-state-gop-lawmakers>.

<sup>62</sup> Levin, *supra* note 60.

56. After thousands of Gainesville residents peacefully demonstrated against racial injustice and called for meaningful reform, the Gainesville City Commission reexamined the Gainesville Police Department (“GPD”) budget and structure.

57. This evaluation brought to light several non-law enforcement functions under the purview of GPD. For example, the GPD Youth and Community Services Bureau included several purely social service programs, such as the Reichert House, an afterschool enrichment program for youth, and the B.O.L.D. Program, which provides case management and skills training for young men between the ages of 16 and 24 with a background of prior infractions.

58. On July 13, 2020, the Gainesville City Commission directed the City Manager to develop a proposal for reallocating non-law enforcement functions from the Gainesville Police Department to other municipal departments and to repurpose open sworn officer positions.

59. The City Manager returned with a proposal to transfer a Fleet Manager to the Department of Mobility and five IT positions to the Information Technology Department. The City Commission approved this \$524,902 transfer on August 10, 2020.<sup>63</sup>

60. The City Manager also proposed that two open sworn officer positions be frozen to allow the Reichert House to hire two non-law-enforcement intervention specialists, which the City Commission also approved on August 10, 2020.<sup>64</sup>

61. As these decreases in local law enforcement spending were made, the Gainesville City Commission also voted to approve a \$3.2 million five-year expenditure to equip officers with functioning body cameras with the goal of increasing transparency and accountability in policing.<sup>65</sup>

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<sup>63</sup> Presentation by the Gainesville City Manager to the Gainesville City Commission (Aug. 10, 2020).

<sup>64</sup> *Id.*

<sup>65</sup> See Ruelle Fludd, *Gainesville approves purchase of new police body cameras*, WCJB (Aug. 6, 2020), <https://www.wcjb.com/2020/08/06/gainesville-approves-purchase-of-new-police-body-cameras/>.

62. Although these revisions did not lead to a net decrease in the GPD's budget for the 2021 fiscal year, they started an ongoing discussion about the shifting of certain programs and functions from the GPD to existing or new municipal departments.

63. In particular, the City of Gainesville has been shifting its budgetary resources away from policing youth. In 2020, the Commission voted to phase out its \$900,000 contribution to the \$2.1 million armed school resource officer program, so that the Alachua County School Board would be fiscally responsible for the program and the City could spend those funds on community activities.<sup>66</sup>

64. Gainesville is one of many cities in Florida and throughout the nation to reimagine public safety through changes to municipal budgeting.<sup>67</sup> The aim of these changes is to increase the emphasis on non-law-enforcement strategies that promote the safety of all communities.

## **V. Governor DeSantis Proposed HB 1 to Strike Back at Florida Residents and Municipalities Working to Reimagine a More Just Vision for Public Safety.**

65. While local governments came together with their constituents to work toward meaningful justice reform, Governor DeSantis responded by expanding the authority of Florida's Executive Branch to commandeer these local legislative efforts and stymie reform.

66. Despite acknowledging that the demonstrations for racial justice were "largely peaceful,"<sup>68</sup> Governor DeSantis demonized the Floridians that stood against racial injustice and

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<sup>66</sup> See Ruelle Fludd, *Gainesville city commissioners tackle school resource officer budget*, WCJB (Jul. 24, 2020), <https://www.wcjb.com/2020/07/24/gainesville-city-commissioners-reverse-course-on-school-resource-officer-budget-for-fy-2021/>.

<sup>67</sup> See Sam Levin, *These U.S. Cities Defunded Police: "We're Transferring Money to the Community,"* The Guardian (Mar. 7, 2021), <https://www.theguardian.com/us-news/2021/mar/07/us-cities-defund-police-transferring-money-community>.

<sup>68</sup> News Release, *Governor Ron DeSantis Reports that Florida Demonstrations Have Remained Largely Peaceful Over Last 24 Hours* (June 2, 2020), <https://www.flgov.com/2020/06/02/governor-ron-desantis-reports-that-florida-demonstrations-have-remained-largely-peaceful-over-past-24-hours/>.

police brutality as “crazed lunatics”<sup>69</sup> and “angry mobs.”<sup>70</sup> Within the first two weeks of peaceful gathering, the Governor mobilized 700 Florida National Guard soldiers against his own constituents.<sup>71</sup>

67. Governor DeSantis disparaged any local budget reforms aimed at adjusting municipal law enforcement spending as “insane theor[ies].”<sup>72</sup> The Governor vowed that these local democratic initiatives were “not going to be allowed to ever carry the day in the state of Florida.”<sup>73</sup>

68. True to his word, on September 21, 2020, Governor DeSantis held a press conference where he announced the “Combating Violence, Disorder, and Looting, and Law Enforcement Protection Act,” also known as HB 1, a “very robust package” of different criminal penalties for individuals associated with “disorderly assemblies” as well as separate budgeting restrictions for municipalities engaging in public safety reform.<sup>74</sup>

69. Governor DeSantis did not deny that HB 1 would chill political speech. Rather, he made clear that a major goal of HB 1 was to ensure that “a ton of bricks rain down” on demonstrators, so that “people . . . think twice about engaging in this type of conduct” after the summer of 2020’s public movement for racial justice.<sup>75</sup>

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<sup>69</sup> Rev, *Florida Gov. Ron DeSantis Press Conference Transcript: Harsher Penalties for Violent Protesters* (Sept. 21, 2020), <https://www.rev.com/blog/transcripts/florida-gov-ron-desantis-press-conference-transcript-harsher-penalties-for-violent-protesters>.

<sup>70</sup> News Releases, Office of Gov. Ron DeSantis, *WHAT THEY ARE SAYING: Gov. Ron DeSantis Signs Hallmark Anti-Rioting Legislation Taking Unapologetic Stand for Public Safety* (Apr. 19, 2021), <https://www.flgov.com/2021/04/19/what-they-are-saying-governor-ron-desantis-signs-hallmark-anti-rioting-legislation-taking-unapologetic-stand-for-public-safety/>.

<sup>71</sup> *Id.*

<sup>72</sup> DeSantis Signs ‘Anti-Riot’ Bill into Law, YouTube (Apr. 19, 2021), <https://www.youtube.com/watch?v=Tz7qITKczNI>.

<sup>73</sup> *Id.*

<sup>74</sup> Rev, *supra* note 69.

<sup>75</sup> *Id.*



70. Governor DeSantis also stated that a separate and additional goal of HB 1 was to preempt local efforts to deliver meaningful budgetary reforms. HB 1 would not permit municipal governments to exercise control over their budget priorities to shift any funds from law enforcement to other public services.<sup>76</sup>

71. Immediately, the Florida public raised alarm about the political motivations underlying HB 1's heightened sanctions of protest activities. Indeed, the Miami Herald Editorial Board warned that HB 1 "will have deadly consequences and, as history has shown, Black and brown people will likely pay the price."<sup>77</sup>

72. Many municipal leaders also opposed HB 1's budgeting provisions aimed at hindering public safety reform. The Florida League of Cities publicly opposed HB 1.<sup>78</sup> Twenty-eight local elected officials from throughout Florida wrote to the state legislature and Governor opposing HB 1 because it would allow "partisan statewide officer[s] to line-item-veto local, nonpartisan budgets."<sup>79</sup>

73. Nonetheless, following the Governor's direction to make HB 1 a "focal point"<sup>80</sup> of the 2021 legislative session, the Florida Legislature took steps to fast-track the bill to passage.

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<sup>76</sup> *Id.*

<sup>77</sup> The Miami Herald Editorial Board, *Could anything be worse than Florida's Stand Your Ground? Yes, a new, racist legislative proposal*, Miami Herald (Feb. 11, 2021), <https://www.miamiherald.com/opinion/editorials/article249138640.html>.

<sup>78</sup> Fla. League of Cities, *Combating Public Disorder (Oppose - Impact on Municipal Operations)* (Jan. 28, 2021), [https://www.flcities.com/blog/legislative-bulletin/2021/01/28/combating-public-disorder-\(oppose-impact-on-municipal-operations\)01-28-2021-10-02-49](https://www.flcities.com/blog/legislative-bulletin/2021/01/28/combating-public-disorder-(oppose-impact-on-municipal-operations)01-28-2021-10-02-49).

<sup>79</sup> Letter from 28 local elected officials to the Florida State Legislature and Governor Ron DeSantis (Mar. 23, 2021), <https://localprogress.org/wp-content/uploads/2021/03/LPFL-Opposes-HB1-SB484.pdf>.

<sup>80</sup> Wilson, Kirby, *Ron DeSantis: Any Municipality that 'Defunds' Police Will Lose State Funding*, Tampa Bay Times (Sept. 21, 2020), <https://www.tampabay.com/news/florida-politics/2020/09/21/ron-desantis-any-municipality-that-defunds-police-will-lose-state-funding/>.

74. After HB 1 passed the Florida House of Representatives, State Senator Danny Burgess introduced the bill in the Senate even while acknowledging HB 1 could be misapplied, could be enforced in a racially discriminatory manner, and might be wielded against peaceful protesters.<sup>81</sup> Despite these significant concerns, State Senate President Wilton Simpson limited public comment to a single session.<sup>82</sup>

75. Local officials and the public at large found it difficult to engage meaningfully with their representatives due to restrictions on meeting with legislators that were ostensibly imposed and maintained throughout the duration of the 2021 legislative session due to the COVID-19 pandemic.<sup>83</sup>

76. Yet, with enormous support from the Governor's office and without a single committee hearing fully open to the public, HB 1 was signed into law by Governor DeSantis on April 19, 2021.<sup>84</sup>

77. The passage of HB 1 amended several criminal statutes to heighten penalties related to protesting and created new protest-related offenses:

a. Section 2 prohibits the willful obstruction of traffic with language broad enough to criminalize standing on the street and temporarily hindering traffic.

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<sup>81</sup> News Service of Florida, *Protest bill backed in Florida Senate after emotional debate*, Orlando Sentinel (Apr. 9, 2021), <https://www.orlandosentinel.com/politics/os-ne-riot-bill-florida-senate-20210409-3nogdspusrbajbde33vo3uaa5m-story.html>.

<sup>82</sup>Florida Senate Committee, *Committee on Appropriations* (Apr. 9, 2021), [https://www.flsenate.gov/media/VideoPlayer?EventID=1\\_3wpkrnbb-202104090830&Redirect=true](https://www.flsenate.gov/media/VideoPlayer?EventID=1_3wpkrnbb-202104090830&Redirect=true).

<sup>83</sup> Skyler Swisher, *Florida may be an 'oasis of freedom' in COVID reopenings—but the Capitol is still locked down*, South Florida Sun Sentinel (Apr. 21, 2021); James Call, *Controversial bills, a closed Capitol: How COVID defined Florida's 2021 legislative session*, Tallahassee Democrat (Apr. 29, 2021); *see also* Patricia Brigham & Pamela C. Marsh, *Florida lawmakers used COVID as excuse to ignore public opinion*, Florida First Amendment Foundation (May 4, 2021).

<sup>84</sup> The Florida Senate, HB-1 Bill History, <https://www.flsenate.gov/Session/Bill/2021/1/?Tab=BillHistory> (accessed May 26, 2021).

b. Section 8 creates a new first-degree misdemeanor offense for “mob intimidation,” which prohibits one person “assembled with two or more other persons and acting with a common intent, to use force or threaten to use imminent force, to compel or induce, or attempt to compel or induce, another person to do or refrain from doing any act or to assume, abandon, or maintain a particular viewpoint against his or her will,” a charge that could be levied against those who successfully convince others to change their viewpoint in the course of a demonstration.

c. Section 14 prohibits cyber-intimidation by publishing an individual’s identity, including a public official, with intent for a third party to threaten, harass or commit violence against that person. This could allow individuals to be prosecuted for publicly criticizing a political official on an online forum, for example.

d. Section 15 makes a person “who participates in a public disturbance involving an assembly of three or more people acting with a common intent to mutually assist each other in disorderly and violent conduct resulting in injury or damage to another person or property or creating a clear and present danger of injury to another person or property” liable for a third-degree felony charge, punishable by up to five years in prison. Section 15 does not define “participation,” so this third-degree felony charge could be levied against peaceful protestors who find themselves in close proximity to an act of violence or property destruction or who are defending themselves against attack from law enforcement or counter-protesters.

e. Section 16 withholds bail from individuals arrested for breaching the peace, in effect guaranteeing that protestors will spend at least one night in jail.

f. Section 18 creates an affirmative defense to civil liability against wrongful death, personal injury, and property damage for individuals who used force against someone convicted of an aggravated riot. Accordingly, those protesting racial injustice could be convicted of an aggravated riot while counter-protesters who use violence against them would have an affirmative defense.

**VI. HB 1 Strips Municipalities of Budget-Setting Authority and Concentrates Power to Appropriate Law Enforcement Funds in the Executive Branch.**

78. In addition to these individual criminal penalties, HB 1 creates a new mechanism by which the Executive Branch can commandeer the municipal budgeting process and unilaterally require cities to maintain the prior levels of funding for law enforcement.

79. Section 1 provides that “[i]f the tentative budget of any municipality contains a funding reduction to the operating budget of the law enforcement agency,” that reduction may be contested by either the state attorney—an executive official—or a single dissenting member of the municipality’s governing body within 30 days of the publication of the tentative budget on the municipality’s official website.

80. Section 1 provides no definition of what constitutes a funding reduction. Section 1 could be construed broadly to cover pension or other capital expenditures. Further, there is no clarification as to whether Section 1 would be triggered by any isolated line-item reduction to the operating budget or whether the reduction must lead to a net reduction of the operating budget. Ultimately, without any definition of a “funding reduction,” any number of changes to the law enforcement budget could provide the basis for the state executive’s commandeering mechanism.

81. Any challenge to such a “funding reduction” shall be filed with the Executive Office of the Governor and set forth the municipality’s tentative budget, the municipality’s

operating budget for law enforcement from the previous year, and state the reasons for the challenge. A copy of the challenge will also be served on the municipality's governing body.

82. The municipality is provided only five working days to file a written reply to the Executive Office of the Governor, and HB 1 provides no further role for the municipality as its budget is reviewed by the state executive branch.

83. Upon receipt of the municipality's reply, the Executive Office of the Governor will take up the request, independently convene a budget hearing, and issue a report of its own findings and recommendations to the Administration Commission, chaired by the Governor and composed of the members of his cabinet,<sup>85</sup> which then has 30 days to make final budgeting decisions for the municipality.

84. HB 1 empowers the Governor and his cabinet to "amend or modify the [municipal] budget as to each separate item of the municipal law enforcement agency" without any further input from the municipality itself or its residents. HB 1 does not provide any standards to guide or limit how the Governor and his cabinet evaluate, amend, or modify budgets. Instead, it confers unfettered discretion.

85. Any amendments or modifications made by the Governor and his cabinet to the municipal budget "shall be final." The scope of potential judicial review is so narrow—limited to whether the Administration Commission "depart[ed] . . . from the essential requirements of law"—that it provides little recourse to a municipality that objects to the budget expenditures mandated by the Governor and his cabinet.

86. The modified budget decreed by the Governor and his cabinet is given binding legal effect. Accordingly, upon receipt of this state-revised budget, the municipality is forced to expend

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<sup>85</sup> Fla. Stat. § 14.202.

funds it otherwise would not have spent at all or would have spent elsewhere to fulfill the state's mandate.

87. The budget takeover process established by HB 1 does not provide any special consideration for the many reasons why a municipality would need to make a reduction for its law enforcement funding, such as growth in demand for municipal services outpacing local tax revenues, the expiration of one-time expenditures or grants, across-the-board fiscal conservatism, or rebalancing investment in needed social services.

88. Essentially, if there is a reduction to the municipal law enforcement budget—no matter the reason or need for the change—HB 1 allows for the municipality's budget to be wrested from its control by a state official (or a single dissenting local official), put to the judgment of the Executive Office of the Governor, which does not have familiarity with the day-to-day operations of the municipality, and then revised line-by-line by the Governor and his cabinet with no further recourse.

89. HB 1 is not comparable to any other Administration Commission appeal process because it imposes a state commandeering process on a purely local budgeting process. The Florida Legislature has authorized the Administration Commission to hear appeals of budgeting items that relate to intergovernmental programs—such as the comprehensive plan, which involves collaboration of the state land planning agency, regional water district, Florida Department of Environmental Protection, Florida Department of State, and Florida Department of Transportation as well as a local government<sup>86</sup>—or state constitutional officers, such as the sheriff.<sup>87</sup> The municipal budgeting process, however, is a purely local process committed to municipalities through home rule.

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<sup>86</sup> Fla. Stat. 163.1384.

<sup>87</sup> Fla. Stat. 30.49.

90. No part of HB 1’s state commandeering process involves consultation with the municipality or provides for engagement with the municipality’s residents. Rather, HB 1 allows the Governor and his cabinet to mandate that a municipality fund law enforcement according to the Governor’s vision, rather than applying the considered judgment of local elected officials and advancing the best interests of the municipality and its residents.

**VII. Because of HB 1, Florida Municipalities Cannot Structure Their Budgets to Meet the Municipalities’ Needs or Respond to Constituents’ Calls for Reform.**

91. Municipalities in Florida are currently finalizing their FY 2022 budgets in consultation with a variety of municipal officials—from city managers to municipal department heads—and community members. This process involves weighing the municipalities’ projected revenues and evaluating community needs and priorities.

92. Because HB 1 provides no guidance or clarification about what qualifies as a reduction subject to its provisions, it injects uncertainty into nonpartisan municipal budgeting discussions.

93. As of this filing, the Governor continues to change the rules governing the application of HB 1’s municipal budgeting provisions. On June 15, 2021, in a session with his cabinet, Governor DeSantis signed off on initial rules that would also allow a county sheriff to challenge a reduction of the law enforcement budget under HB 1. Attorney General Moody has been directed to publish a notice of final rule.<sup>88</sup>

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<sup>88</sup> Matt Dixon, *Florida Panel Paves Way for Law Enforcement to Appeal Local Police Budget Cuts*, Politico (June 15, 2021), <https://www.politico.com/states/florida/story/2021/06/15/florida-panel-paves-way-for-law-enforcement-to-appeal-local-police-budget-cuts-1386464>.

94. In light of these ambiguous and evolving circumstances, it is infeasible for municipalities to know what the scope of their authority is to adjust the law enforcement budget to fit with municipal revenue and priorities.

95. Municipal leaders have described the chilling effect of HB 1 on their nonpartisan budgeting discussions: Mayor Lauren Poe of Gainesville stated in a Commission meeting that he “feel[s] intimidated and threatened by [HB 1]” and believes that he is “being told [he] cannot make government decisions.”<sup>89</sup>

96. HB 1 has impacted municipalities’ evaluation of previously discussed budgetary options that could affect the law enforcement budget. Absent HB 1, municipalities would be free to consider all budgetary options before them and choose the option that best fits the municipality’s circumstances and their residents’ needs and values.

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97. After directing the City Manager to examine possibilities for transferring non-law-enforcement expenditures from the GPD budget to other municipal departments on July 13, 2020, Gainesville city leaders have engaged in multiple discussions surrounding the possible transfer of youth mentorship programs from the GPD budget.

98. Several youth services programs that are currently under the purview of GPD have little to do with law enforcement. For example, the Reichert House, an after-school program for male youth between 2nd and 12th grade, provides educational support and enrichment as well as mentorship from intervention specialists and involves no provision of law enforcement, even though it is a program within GPD.

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<sup>89</sup> Alexander Lugo, *Gainesville City Commissioners Take First Step In Potential Lawsuit over House Bill 1*, Independent Florida Alligator (May 24, 2021), <https://www.alligator.org/article/2021/05/hb1lawsuit>.



99. Similarly, the B.O.L.D. program describes itself as a “community-based organization” that does not involve law enforcement activity, but rather provides mental health, counseling, and job training services to formerly incarcerated youth between the ages of 16 and 24.

100. The Gainesville City Commission had been evaluating whether to transfer these youth services programs to another municipal department or create a separate Youth Services Department. Recently, the Gainesville City Commission directed the City Manager to provide a variety of options to the Commission to accomplish these ends, including options that would lead to reductions of the GPD budget.

101. HB 1 burdens the Gainesville City Commission’s consideration of these options. Prior to HB 1, the City Commission could focus on which budgetary options were in the best interests of the City of Gainesville and its residents. Now considerations must adjust to avoid triggering HB 1’s commandeering process. Because HB 1 fails to provide legislative standards that could give municipalities notice of what reductions could trigger commandeering and how the State Executive could wield this authority, there is no way to reliably predict what path that will avoid commandeering.

102. This lack of clarity and the powerful deterrence caused by commandeering inject uncertainty into the local budgeting process and impact the Gainesville City Commission’s ongoing deliberation and structuring of its FY 22 budget.

103. By making the Gainesville budget subject to unilateral revision by the Governor and his cabinet, HB 1 utterly disregards Florida’s strict separation-of-powers principles and directly threatens the core home rule authority guaranteed to Gainesville by the Florida Constitution, statute, and the City’s charter.

## **CAUSES OF ACTION**

### **COUNT I — Separation of Powers** **(Art. II, Sec. 3 of the Fla. Constitution)**

104. Plaintiffs repeat and incorporate by reference the allegations contained in paragraphs 1 through 103 inclusive, as if fully set forth herein.

105. This count is an action for injunctive relief, pursuant to Section 26.012 of the Florida Statutes, and a declaratory judgment, pursuant to Fla. Stat. § 86.011, *et. seq.*, seeking a declaration from the Court that HB 1 violates the separation of powers under Article II, Section 3 of the Florida Constitution.

106. The Florida Constitution divides the powers of the state government into three branches—legislative, executive, and judicial—and prohibits any branch from “exercis[ing] any power appertaining to either of the other branches unless expressly provided [by the constitution].” Fla. Const. art. II, § 3. Additionally, no branch may delegate its constitutionally assigned power to another branch. *See Smith v. State*, 537 So. 2d 982, 987 (Fla. 1989).

107. To the limited extent that the state government has authority to restrict local government power, the Florida Constitution confers this authority exclusively upon valid exertions of legislative power. *See, e.g., Askew v. Cross Key Waterways*, 372 So. 2d 913, 915-19 (Fla. 1978).

108. Furthermore, the power to appropriate public funds is a “fundamentally legislative task” and appropriations must be passed through “duly enacted statutes” rather than through executive administrative decisions. *Chiles v. Child. A, B, C, D, E, & F*, 589 So. 2d 260, 265 (Fla. 1991). Likewise, the power to “reduce appropriations” is a legislative function. *Florida House of Representatives v. Martinez*, 555 So.2d 839, 845 (Fla. 1990).

109. HB 1 impermissibly delegates both of these legislative powers to the executive. HB 1’s budgeting review process limits local authority by allowing the state to unilaterally revise the

municipal budget. If the Florida Constitution allows the State to engage in such at all, then this review is a legislative function that the Florida Constitution does not authorize for delegation to another branch.

110. HB 1's budgeting review process also allows the Administration Commission to make appropriations decisions that are fundamentally legislative in character. The Florida Constitution does not authorize the legislature to delegate to the executive branch "its authority to make decisions regarding the purposes for which public funds may or may not be applied." *Chiles*, 589 So. 2d at 265.

111. This impermissible delegation of legislative power interferes with Plaintiffs' ability to balance their operational budgets and also interferes with Plaintiffs' ability to make fiscal decisions consistent with the political will of their constituents.

112. Because Section 1 of HB 1 impermissibly commits legislative functions to the executive branch, it violates Article II, Section 3 of the Florida Constitution. Section 1 of HB 1 should be enjoined in its entirety.

113. The Court should also declare that HB 1 violates the separation of powers principles articulated in Article II, Section 3 of the Florida Constitution.

### **COUNT II — Nondelegation Doctrine**

114. Plaintiffs repeat and incorporate by reference the allegations contained in paragraphs 1 through 102 inclusive, as if fully set forth herein.

115. This count is an action for injunctive relief, pursuant to Section 26.012 of the Florida Statutes, and a declaratory judgment, pursuant to Fla. Stat. § 86.011, *et. seq.*, seeking a declaration from the Court that HB 1 violates the nondelegation doctrine.

116. Even assuming the legislative branch can delegate its power to appropriate public funds and control municipal budgets to the executive branch (which it cannot), this specific delegation is impermissible due to lack of standards relating to the review by the Administration Commission. This dearth of standards is particularly problematic in light of HB 1’s unprecedented re-assignment of legislative powers.

117. Under Florida law, the nondelegation doctrine requires that “fundamental and primary policy decisions” be made by “members of the legislature.” *Askew*, 372 So. 2d at 925.

118. Legislation delegating the administration of legislative programs “must be pursuant to some minimal standards and guidelines ascertainable by reference to the enactment establishing the program.” *Askew*, 372 So. 2d at 925. When legislation is “so lacking in guidelines that neither the agency nor the court can determine whether the agency is carrying out the intent of the legislature in its conduct” then the agency is exercising the core legislative power of policymaking, rather than its constitutionally assigned power of administering the law. *Id.*

119. The guidelines accompanying legislative delegation to an administrative agency “must clearly announce adequate standards to guide . . . in the execution of the powers delegated.” *S. All. for Clean Energy v. Graham*, 113 So. 3d 742, 748 (Fla. 2013). The statute delegating the power must “so clearly define the power delegated that the administrative agency is precluded from acting through whim, showing favoritism, or exercising unbridled discretion.” *Id.*

120. Delegation of legislative functions may pass facial constitutional muster if accompanied by “[c]arefully crafted legislation establishing, among other things, the extent to which appropriations may be reduced, coupled with a recitation of reduction priorities and provisions for legislative oversight.” *Chiles*, 589 So. 2d at 268.

121. HB 1 contains no discernible standards or guidelines for the Administration Commission to follow in carrying out the legislature’s intent. It does not identify when municipal law enforcement budgets should be overridden, by how much, or under what conditions.

122. Section 1 merely provides that the Administration Commission “shall approve the action of the governing body of the municipality or amend or modify the budget as to each separate item within the operating budget of the municipal law enforcement agency.” When the budget control provisions are triggered by complaint, HB 1 allows the Administration Commission full discretion to edit and revise the law enforcement portions of a municipal budget as they see fit.

123. Because HB 1 fails to provide guidelines, the amount Plaintiffs’ budget lines could be revised by is variable and unpredictable. Additionally, HB 1’s lack of standards allows the Administration Commission to override the considered legislative judgment of municipal bodies for any reason or no reason at all.

124. Plaintiffs’ budgeting discussions are currently impacted by the presence of this state commandeering process. Should Plaintiffs reduce their law enforcement budget, they can expect based on the Governor’s stated position, to have their budget lines overridden. Thus, Plaintiffs can only avoid this interference by, at a minimum, maintaining the past year’s level of law enforcement funding.

125. Because Section 1 of HB 1 impermissibly commits unfettered legislative discretion to the executive branch, it violates the nondelegation doctrine. Section 1 of HB 1 should be enjoined in its entirety.

126. The Court should also declare that HB 1 violates the nondelegation doctrine.

**COUNT III — Single Subject Rule**  
**(Art. III, Sec. 6 of Fla. Constitution)**

127. Plaintiffs repeat and incorporate by reference the allegations contained in paragraphs 1 through 103 inclusive, as if fully set forth herein.

128. This count is an action for injunctive relief, pursuant to Section 26.012 of the Florida Statutes, and a declaratory judgment, pursuant to Fla. Stat. § 86.011, *et. seq.*, seeking a declaration from the Court that HB 1 violates the single subject rule contained in Article III, section 6 of the Florida Constitution.

129. Article III, section 6 of the Florida Constitution provides that “every law shall embrace but one subject and matter properly connected therewith, and the subject shall be briefly expressed in the title.”

130. The subject of an act may be wide ranging, but there must be “a natural or logical connection” between the various sections within a law. *Chenoweth v. Kemp*, 396 So. 2d 1122, 1124 (Fla. 1981) (quoting *Bd. of Pub. Instruction v. Doran*, 224 So. 2d 693 (Fla. 1969)).

131. The legislature must include a preamble in complex legislation that connects disparate subject matter of the legislation. *See, e.g., Smith v. Department of Insurance*, 507 So. 2d 1080, 1087-89 (Fla. 1987); *Burch v. State*, 558 So. 2d 1, 2-3 (Fla. 1990).

132. The title of an act must express the “real purpose” of the legislation and cannot be misleading or deceptively vague. *Butler v. Perry*, 67 Fla. 405, 410-11 (1914); *see also Fine v. Moran*, 74 Fla. 417 (1917); *Stokes v. Galloway*, 61 Fla. 437 (1911).

133. HB 1 combines two distinct and unrelated legal objects in one law. Section 1 restricts municipal authority by creating a mechanism for state review of the law enforcement budget. Sections 2, 3, 8, 14, 15, 16, and 18 impose heightened criminal penalties upon individuals related to protest activities.

134. There is no “natural or logical connection” between Section 1 and Sections 2, 3, 8, 14, 15, 16 and 18. Section 1 impacts municipal authority while Sections 2, 3, 8, 14, 15, 16, and 18 affect individual liberty. Section 1 has nothing to do with protest activities while Sections 2, 3, 8, 14, 15, 16, and 18 have nothing to do with municipal budgeting for law enforcement.

135. The Legislature has given no explanation of the logical nexus between those sections, nor does the text of HB 1 include a preamble explaining how the budget provisions connect to the anti-protest provisions.

136. Further, the title of HB 1 is misleading and deceptively vague. The title of HB 1 does not briefly express the subjects of the legislation as the municipal law enforcement budget provisions are not expressed in “[a]n act relating to combating public disorder.”

137. Because HB 1 includes multiple subjects that are neither properly connected nor expressed in its title, it violates the single subject rule and accordingly should be enjoined.

138. The Court should also declare that HB 1 violates Article III, Section 6 of the Florida Constitution.

**COUNT IV — Unfunded Mandate**  
**(Article VII, Sec. 18 of the Fla. Constitution)**

139. Plaintiff repeat and incorporate by reference the allegations contained in paragraphs 1 through 102 inclusive, as if fully set forth herein.

140. This count is an action for injunctive relief, pursuant to Fla. Stat. § 26.012, and a declaratory judgment, pursuant to Fla. Stat. § 86.011 *et. seq.*, seeking a declaration from the Court that HB 1 violates the unfunded mandate rule guaranteed under Article VII, Section 18 of the Florida Constitution.

141. The Florida Constitution broadly prohibits the state from passing an unfunded mandate—in other words “any general law requiring such county or municipality to spend funds

or to take an action requiring the expenditure of funds”—subject to limited exceptions. Fla. Const. art. VII, § 18.

142. The legislature may only require a municipality to take an action involving an expenditure of funds where such a requirement both “fulfills an important state interest” *and* where the legislature has either (1) ensured that funds have been appropriated to cover such an expenditure, (2) authorized the municipality to create a funding source not previously available to it that can cover the cost, or (3) approved the expenditure by a two-third majority in each house of the legislature. An unfunded mandate will also be deemed acceptable if (4) the expenditure stems from compliance with a law that applies to all persons similarly situated or (5) the expenditure is required by a federal law or federal grant conditions that contemplate municipal action. Fla. Const. art. VII, § 18.

143. HB 1 requires a municipality to expend funds in order to maintain the previous year’s funding of the law enforcement budget or else risk the State seizing budgetary control from the municipality and line-editing the budget without the municipality’s consent or collaboration. Already this commandeering mechanism is impacting Plaintiffs’ budgetary considerations for FY 22 and serves as a powerful deterrent against reducing or reallocating law enforcement funding.

144. The outcome of HB 1’s review process also necessarily requires a municipality to spend funds because final decisions by the Administration Commission direct municipalities to pass a particular budget item or otherwise give a budget item legal effect. Accordingly, if the Administration Commission denies a proposed reduction of the law enforcement budget, then it requires the municipality to expend funds to offset the denied reduction. Likewise, if the Administration Commission amends or modifies any line item of the law enforcement budget, it requires the municipality to expend funds as it otherwise would not have. And even if the



Administration Commission approves a proposed reduction, this gives the reduction final legal effect and amounts to a state command that the municipality expend funds. Thus, any outcome of the Administration Commission review process translates to a mandate to expend funds.

145. HB 1 does not qualify for any of the narrow exceptions to the Florida Constitution’s prohibition of unfunded mandates. As an overarching matter, nowhere on the face of HB 1, does the legislature state that its unfunded mandate “fulfills an important state interest.”

146. Nor has the Legislature undertaken any of the steps that could justify an unfunded mandate:

- a. The Legislature has not appropriated any state funds to support municipalities maintaining the previous year’s funding of law enforcement

- b. The Legislature has not authorized any municipality to create a new funding stream to cover the cost of maintaining the previous year’s level of law enforcement spending.

- c. HB 1 was not passed by a two-thirds majority in each house of the legislature: The Florida House passed HB 1 with a 57.5% majority while the Florida Senate passed HB 1 with a 66.1% majority (just under two thirds).<sup>90</sup>

147. Maintaining the previous year’s level of law enforcement funding is not necessary to comply with any generally applicable law that applies equally to all persons. HB 1’s expenditure requirements are targeted at municipalities that make certain budgetary decisions.

148. Maintaining the previous year’s level of law enforcement funding additionally is not required by federal law or to maintain eligibility for any federal grant.

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<sup>90</sup> The Florida Senate, *supra* note 84.

149. Because HB 1’s municipal budgeting provision constitutes an unfunded mandate and satisfies none of the narrow exceptions to the general prohibition of unfunded mandates, it violates Article VII, Section 18 of the Florida Constitution. Section 1 of HB 1 should be enjoined in its entirety.

150. Section 1 of HB 1 should also be declared unconstitutional under Article VII, Section 18 of the Florida Constitution.

**COUNT V — Home Rule**  
**(Art. VIII, Sec. 2 of the Fla. Constitution)**

151. Plaintiffs repeat and incorporate by reference the allegations contained in paragraphs 1 through 102 inclusive, as if fully set forth herein.

152. This count is an action for injunctive relief, pursuant to Section 26.012 of the Florida Statutes, and a declaratory judgment, pursuant to Fla. Stat. § 86.011, *et. seq.*, seeking a declaration from the Court that HB 1 violates the home rule amendment under Article VIII, Section 2 of the Florida Constitution.

153. Article VIII, Section 2(b) of the Florida Constitution guarantees that “[m]unicipalities shall have government, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services.” The purpose of this constitutional protection of home rule is to “give municipalities inherent power to meet municipal needs.” *Thomas v. State*, 614 So. 2d 468, 472 (Fla. 1993).

154. The Florida Supreme Court has ratified a “broad construction of municipal powers” under Article VIII, Section 2(b). *Fla. Dep’t of Revenue v. City of Gainesville*, 918 So. 2d 250, 263 (Fla. 2005). Core to a municipality’s authority is the ability to expend municipal funds for the general welfare of its residents. *See City of Boca Raton v. Gidman*, 440 So. 2d 1277, 1281-82 (Fla. 1983); *City of Gainesville v. Bd. of Control*, 81 So. 2d 514, 518 (Fla. 1955).

155. Plaintiffs' ability to carry out core budgeting functions and determine municipal expenditures is impacted by HB 1. Not only do HB 1's vague provisions inject uncertainty into the municipal budgeting process, but also HB 1 deters Plaintiffs from reducing law enforcement spending by imposing a state commandeering process.

156. Because Section 1 of HB 1 effectively prevents municipalities from structuring their budget in response to the needs of their constituents, it violates Article VIII, Section 2 of the Florida Constitution. Section 1 of HB 1 should be enjoined in its entirety.

157. Accordingly, the Court should declare that Section 1 of HB 1 violates the home rule amendment under Article VIII, Section 2 of the Florida Constitution.

#### **PRAYER FOR RELIEF**

WHEREFORE, in light of the foregoing facts and arguments, Plaintiffs request that the Court:

a) Declare that Section 1 of HB 1 violates the Florida Constitution as all of the elements necessary to support declaratory relief are present:

- 1) As HB 1 impacts Plaintiffs' ability to pass a budget to serve the needs of their constituents, there is a bona fide, actual, present need for a declaration that HB 1 is invalid and unconstitutional;
- 2) Given the ongoing and imminent harms to Plaintiffs as they are currently structuring their FY 22 budget, the declaration sought deals with a present controversy as to an ascertainable set of facts;
- 3) Plaintiffs' constitutional rights, powers, and privileges are dependent upon the law applicable to the facts because HB 1 implicates Plaintiffs' budgeting power and right to be free from unfunded mandates;

- 4) The Plaintiffs and the Defendants have an actual, present, adverse and antagonistic interest in the subject matter of this Complaint;
- 5) The antagonistic and adverse interests are all before this Court; and
- 6) Because of the facts described in the foregoing paragraphs, an actual, present and justiciable controversy has arisen between Plaintiff cities and Defendants concerning Plaintiffs' ability to propose and pass municipal budgets;

b) Permanently enjoin Defendants from enforcing, utilizing, or otherwise invoking Section 1 of HB 1; and

c) Grant any relief as the Court may deem just and proper.

Dated: \_\_\_\_\_



## **Title - TO2484 - Amending Ordinance 2021-023 FY 2021 Operating and Capital Budget**

An Ordinance of the City Commission of the City of Tamarac, Florida, amending Ordinance 2021-023, which amended the City of Tamarac Operating Budget, Revenues and Expenditures, the Capital Budget, and the Financial Policies for the Fiscal Year 2021, by increasing the total revenues and expenditures by a total of \$8,913,300, as detailed in Attachment A attached hereto and summarized in Attachment B; providing for conflicts; providing for severability; providing for an effective date.

Commission District(s):

Citywide

### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Cover Memo	10/19/2021	Cover Memo
TO2484 Presentation	10/19/2021	Presentation
Ordinance with Attachments	10/20/2021	Ordinance

**City of Tamarac**  
**Interoffice Memorandum**  
**Financial Services Department**

**To: Kathleen Gunn**  
**Interim City Manager**

**From: Christine A. Josephs Cajuste**  
**Director of Financial Services**

**Date: October 18, 2021**

**Re: TO #2484 Amending Ordinance 2021-023 FY 2021 Operating & Capital Budget**

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**Recommendation:**

The Director of Financial Services recommends that TO #2484 amending Ordinance 2021-023 which amends the FY 2021 Annual Budget, in the amount of \$8,913,300 from \$187,966,391 to \$196,879,691 be placed on the October 27, 2021 agenda for first reading and November 10, 2021 for second reading and adoption.

**Issue:**

On June 9, 2021, the City Commission adopted Ordinance 2021-023 which amended the annual Operating Budget, Revenues and Expenditures, Capital Budget and Financial Policies for Fiscal Year 2021. Pursuant to Section 166.241(3), a municipality may amend its budget at any time during the year or within 60 days following the end of the fiscal year. In addition, if any fund is increased or decreased then the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the charter of the respective municipality. The original budget was adopted via ordinance and the City of Tamarac's charter is silent on the matter.

**Background:**

Following is a summary of the recommended adjustments to the Fiscal Year 2021 Budget.

<b>FUND TYPE</b>	<b>Amended Budget Ord. 2021-023</b>	<b>Change</b>	<b>Amendment #2 TO #2484</b>
General Fund	\$ 72,071,351	\$ -	\$ 72,071,351
Special Revenue Funds	37,210,021	6,694,682	43,904,703
Debt Service Funds	4,764,279	-	4,764,279
Capital Project Funds	5,676,996	388,072	6,065,068
Enterprise Funds	54,083,117	1,830,546	55,913,663
Internal Service Funds	14,160,627	-	14,160,627
<b>Total</b>	<b>\$ 187,966,391</b>	<b>\$ 8,913,300</b>	<b>\$ 196,879,691</b>

Amendments to the Budget generally reflect:

- Actions approved by the City Commission since the budget was adopted but not included in the original budget due to their unknown nature at the time
- Allocation of encumbrances (i.e. purchases approved in one fiscal year and being paid in the following fiscal year)
- Transfer of funds from a Non-Departmental account to other departments in the General Fund
- Items that have been evaluated for recommended inclusion in the current year budget due to updated information
- Additional capital improvements that have been identified and recommended to be started in the current year due to timing, pricing, etc.

Items previously approved by the City Commission are as follows:

- R-2021-036 approved 3/24/2021 approving an agreement with C&I Construction and Design, Inc. for the construction of the Tract 27 Booster Station Upgrade Project in the amount of \$1,920,510.00, a contingency of \$192,051.00 (10%) will be added to the account for a project total of \$2,112,561.00; authorizing an additional appropriation in the amount not to exceed \$162,561.00 to be included in a future budget amendment. This Budget Amendment increases inter-fund transfers out and appropriated net assets \$162,561 in the Utilities Operating Fund and increases inter-fund transfers in and capital outlay – equipment \$1,000 or greater \$162,561 in the Utilities Renewal and Replacement Fund (Project #UT20U).
- R-2021-059 approved 5/26/2021 awarding IFB No. 21-11B to Unitec, Inc. for the Fiber Network Expansion (Phase 2); authorizing the appropriate City Officials to execute a fixed price contract between Unitec, Inc. and the City of Tamarac to expand the City's fiber network in the lump sum amount of \$1,146,070.00, a contingency of \$114,607.00 (10%) will be added to the project account for a total project budget of \$1,260,677.00; authorizing appropriations in the amount not to exceed \$233,479.00 to be included in a future budget amendment. This Budget Amendment increases inter-fund transfers out and decreases Contingency in General Fund \$233,479 and increases inter-fund transfers in and capital outlay - fiber network (Project #GP22A) in the General Capital Improvement Fund.
- R-2021-067 approved 6/23/2021 accepting a Land and Water Conservation Fund (LWCF) grant award in the amount of \$400,000 from the U.S. Department of the Interior (DOI) through the Florida Department of Environmental Protection (FDEP); authorizing the appropriate City Officials to execute a project agreement between FDEP and the City of Tamarac for grant funding in the amount of \$400,000 for the Sunset Point Park Public Art project. This Budget Amendment increases intergovernmental revenues and increases capital outlay – public artwork \$400,000 in the Public Art Fund (Project #PA15C).

- R-2021-075 approved 7/14/2021 approving Task Authorization no. 21-05D and authorizing the appropriate City Officials to execute Task Authorization no. 21-05D with Walters Zackria Associates, PLLC, to provide professional services to prepare the design of the City Hall Roof Replacement Project at a cost not to exceed \$123,230.00, a contingency in the amount of 10% or \$12,323.00 will be added to the project account for a total project budget of \$135,553.00; authorizing a future Budget Amendment to consolidate funding into the appropriate Project and accounts in an amount not to exceed \$135,553.00. Unexpended funds will be re-allocated from past CIP Projects that were completed under budget and applied to the City Hall Roof Replacement Project for design in the amount of \$135,553 (Project #PW20C). There is no budgetary impact for FY 2021.
- R-2021-077 approved 7/14/2021 awarding a contract to Murphy Pipeline Contractors, Inc., for the replacement of 3,600 linear feet of water pipe together along with 10 existing fire hydrants along NW 70th street between the intersection of Pine Island Road on NW 70th street to NW 80th avenue for a project cost of \$684,283.64, a contingency of 10% or \$68,428.36 will be added to the project account for a total project budget of \$752,712.00; project will be funded by CIAC Fees; authorizing a Budget Amendment in an amount not to exceed the total project cost of \$752,712.00. This Budget Amendment increases inter-fund transfers out and appropriated net assets \$752,712 in the Utilities Contributions in Aid of Construction ("CIAC") Fund and increases inter-fund transfers in and capital outlay – construction \$752,712 in the Utilities Renewal and Replacement Fund (Project #UT21Z).

Additional adjustments are recommended:

General Fund adjustments to the budget include the following:

- City Attorney - increase funding for legal services - general counsel charged and expended in FY 2021 that exceeded City Attorney adopted budget. This Budget Amendment increases City Attorney operating expenditures – professional services / legal services – general counsel and decreases contingency \$196,630 in the General Fund.

American Rescue Plan Act Fund adjustment to the budget includes the following:

- Appropriate and transfer the first half of funding received by the City under the American Rescue Plan to the General Fund to be used for paying a portion of the BSO expenditures incurred in FY 2021 for Police Services. This Budget Amendment increases intergovernmental revenues and inter-fund transfers out \$5,448,504 in the American Rescue Plan Act Fund and increases inter-fund transfers in and decreases appropriation from fund balance \$5,448,504 in the General Fund.



Local Option Gas Tax Fund and Roadway & Median Improvement Fund adjustment to the budget includes the following:

- Appropriate and transfer funding needed for the cost increase to the Hiatus / Mc Nab Roundabout resulting from Broward County Traffic Engineer's recommendation to enlarge it. This Budget Amendment increases inter-fund transfers out and decreases reserves \$154,593 in the Local Option Gas Tax Fund and increases inter-fund transfers in and capital outlay – construction / streets roadways \$154,593 in the Roadway & Median Improvement Fund (Project #PW20G).
- Fire Rescue Fund - increase funding for personal services costs expended in FY 2021 that exceeded the Fire Rescue Department adopted budget for these expenses. This Budget Amendment increases Fire Rescue Operations regular salaries and wages \$300,000, increases overtime premium \$100,000, increases overtime straight \$446,178 and increases appropriation from fund balance \$846,178 in the Fire Rescue Fund.

Personnel adjustments to the budget include the following:

- Public Services Department Stormwater Division – A Service Worker I focused on preventing litter from getting into the canals was proposed for the FY 2022 budget. At the July 7, 2021 Commission Budget Workshop, due to the pressing need to address this issue that the City was faced with, a consensus was reached to move the addition of this full time position up to FY 2021. There is no budgetary impact.

The attachments to the budget amendment provide detailed information for all adjustments included in the amendment. Specifically, Attachment A provides the information regarding increases and decreases as well as the amended budget amount with a reference to Attachment B that provides the detail associated with each adjustment. A presentation will be made supporting the recommended adjustments.

# FY 2021 Budget Amendment #2

## Temporary Ordinance #2484

Commission Workshop October 25, 2021

First Reading October 27, 2021

Public Hearing November 10, 2021



# Purpose of Ordinance

- Governed by Florida Statute 166.241(3) – may be amended any time within the fiscal year or within up to 60 days following the end of the fiscal year.
  - the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the charter of the respective municipality.
- To increase or decrease a budgeted fund, to transfer allocated resources between funds, or between departments in the General fund.

# Summary and Overview

FUND TYPE	Amended Budget Ord. 2021-023	Change	Amendment #2 TO #2484
General Fund	\$ 72,071,351	\$ -	\$ 72,071,351
Special Revenue Funds	37,210,021	6,694,682	43,904,703
Debt Service Funds	4,764,279	-	4,764,279
Capital Project Funds	5,676,996	388,072	6,065,068
Enterprise Funds	54,083,117	1,830,546	55,913,663
Internal Service Funds	14,160,627	-	14,160,627
<b>Total</b>	<b>\$ 187,966,391</b>	<b>\$ 8,913,300</b>	<b>\$ 196,879,691</b>

*Note: Details of the amendment are included in Attachment A and supported by written details by reference in Attachment B to TO #2484*

# Summary and Overview

- Increase of \$8,913,300 amending the budget from \$187,966,391 to \$196,879,691 or a 4.74% increase
  - Previously approved items during FY 2021 - \$2,464,025 or 27.64% of the amendment
  - Miscellaneous items \$6,449,275 or 72.36% of the amendment

# Previously Approved Items

- R-2021-036 approving an agreement with C&I Construction and Design, Inc. for the construction of the Tract 27 Booster Station Upgrade Project and authorizing an additional appropriation (Project #UT20U).  
- *\$162,561 and transfer for same*
- R-2021-059 awarding IFB No. 21-11B to Unitec, Inc. for the Fiber Network Expansion (Phase 2); authorizing the expansion of the City's fiber network for a total project budget of \$1,260,677: authorizing an additional appropriation (Project #GP22A).  
- *\$233,479 with no net increase for transfer*

# Previously Approved Items

- R-2021-067 accepting a Land and Water Conservation Fund (LWCF) grant award from the U.S. Department of the Interior (DOI) through the Florida Department of Environmental Protection (FDEP) for the Sunset Point Park Public Art project (Project #PA15C).
  - *\$400,000*
- R-2021-075 authorizing Task Authorization no. 21-05D with with Walters Zackria Associates, PLLC, to provide professional services to prepare the design of the City Hall Roof Replacement Project for a total project budget of \$135,553 (Project #PW20C).
  - *No budgetary impact (Unexpended funds will be re-allocated from past completed CIP Projects)*

# Previously Approved Items

- R-2021-077 awarding a contract to Murphy Pipeline Contractors, Inc., for the replacement of 3,600 linear feet of water pipe together along with 10 existing fire hydrants along NW 70th street between the intersection of Pine Island Road on NW 70th street to NW 80th avenue for a total project budget of \$752,712 using CIAC Fees (Project #UT21Z).
  - *\$752,712 and transfer for same*



# Miscellaneous Items

- City Attorney - increase funding for legal services - general counsel charged and expended in FY 2021 that exceeded City Attorney adopted budget.
  - *\$196,630 (No net increase to budget; decrease to Contingency)*
- Appropriate and transfer the first tranch of funding received by the City to the General Fund to be used for paying a portion of the BSO expenditures incurred in FY 2021 for Police Services.
  - *\$5,448,504 with no net increase for transfer*

# Miscellaneous Items

- Appropriate and transfer funding needed for the cost increase to the Hiatus / Mc Nab Roundabout resulting from Broward County Traffic Engineer's recommendation to enlarge it (Project #PW20G)
  - *\$154,593 with no net increase for transfer*
- Fire Rescue Fund - increase funding for personal services costs expended in FY 2021 that exceeded the Fire Rescue Department adopted budget for these expenses.
  - *\$846,178*

# Personnel Adjustments

- Public Services Department Stormwater Division – A Service Worker I focused on preventing litter from getting into the canals was proposed for the FY 2022 budget. At the July 7, 2021 Commission Budget Workshop, due to the pressing need to address this issue that the City was faced with, a consensus was reached to move the addition of this full time position up to FY 2021.
  - *No budgetary impact*

# Summary Recap

FUND TYPE	Amended Budget Ord. 2021-023	Change	Amendment #2 TO #2484
General Fund	\$ 72,071,351	\$ -	\$ 72,071,351
Special Revenue Funds	37,210,021	6,694,682	43,904,703
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Internal Service Funds	14,160,627	-	14,160,627
<b>Total</b>	<b>\$ 187,966,391</b>	<b>\$ 8,913,300</b>	<b>\$ 196,879,691</b>

*Note: Details of the amendment are included in Attachment A and supported by written details by reference in Attachment B to TO #2448*

# Questions?



**CITY OF TAMARAC, FLORIDA**

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

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING ORDINANCE 2021-023, WHICH AMENDED THE CITY OF TAMARAC OPERATING BUDGET, REVENUES AND EXPENDITURES, THE CAPITAL BUDGET, AND THE FINANCIAL POLICIES FOR THE FISCAL YEAR 2021, BY INCREASING THE TOTAL REVENUES AND EXPENDITURES BY A TOTAL OF \$8,913,300 AS DETAILED IN ATTACHMENT "A" ATTACHED HERETO AND SUMMARIZED IN ATTACHMENT "B" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Tamarac, pursuant to Section 200.065, Florida Statutes adopted its Operating Budget, Revenues and Expenditures, the Capital Budget and the Financial Policies for the Fiscal Year 2021 by approving Ordinance 2020-011 on September 29, 2020; and

**WHEREAS**, the City of Tamarac, pursuant to Section 166.241(3), Florida Statutes amended its Operating Budget, Revenues and Expenditures and the Capital Budget for Fiscal year 2019 by adopting Ordinance 2021-023 on June 9, 2021; and

**WHEREAS**, the City Commission desires to amend its Operating Budget, Revenues and Expenditures and Capital Budget pursuant to Section 166.241(3).

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

**Section 1.** The foregoing "WHEREAS" clauses are true and correct and are hereby ratified and confirmed by the City Commission.

**Section 2.** City of Tamarac Ordinance 2021-023 which amended the City of Tamarac Operating Budget, Revenues and Expenditures, the Capital Budget and the Financial Policies for the Fiscal Year 2021, is hereby amended as detailed in Attachment "A" and summarized in Attachment "B", both of which are attached hereto and incorporated herein.

**Section 3.** All ordinances or parts of ordinances, or resolutions or parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4.** If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the remaining portions or applications remaining in full force and effect.

**Section 5.** This Ordinance shall become effective immediately after its adoption by the Tamarac City Commission.

PASSED, FIRST READING this \_\_\_\_\_ day of \_\_\_\_\_, 2021  
PASSED, SECOND READING this \_\_\_\_\_ day of \_\_\_\_\_, 2021

ATTEST: BY: \_\_\_\_\_  
MAYOR MICHELLE GOMEZ

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

RECORD OF COMMISSION VOTE: 1<sup>ST</sup> Reading

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

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

---

JOHN R. HERIN, JR.  
CITY ATTORNEY

RECORD OF COMMISSION VOTE: 2<sup>ND</sup> Reading

MAYOR GOMEZ

DIST 1: COMM. BOLTON

DIST 2: COMM. GELIN

DIST 3: V/M. VILLALOBOS

DIST 4: COMM. PLACKO

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CITY OF TAMARAC, FLORIDA  
FY 2021 BUDGET  
ATTACHMENT TO TEMPORARY ORDINANCE #2484

ATTACHMENT A

FUND	AMENDED BUDGET		BA #2	Reference -	BA #2	AMENDED	BA #2 NET
	ORDINANCE		INCREASE	Exhibit B	(DECREASE)	BUDGET #2	CHANGE
	O-2021-023						
<b>General Fund</b>							
<b>Revenues</b>							
Taxes	\$	39,448,354				\$ 39,448,354	\$ -
Permits, Fees & Special Assessments		5,045,675				5,045,675	-
Intergovernmental Revenue		9,859,158				9,859,158	-
Charges for Services		1,243,582				1,243,582	-
Judgment, Fines & Forfeits		529,293				529,293	-
Miscellaneous Revenues		1,615,686				1,615,686	-
Other Sources		8,300,434	5,448,504	#1		13,748,938	5,448,504
Appropriation from Fund Balance		6,029,169		#1	5,448,504	580,665	(5,448,504)
<b>Total General Fund Revenue</b>	<b>\$</b>	<b>72,071,351</b>	<b>\$ 5,448,504</b>		<b>\$ 5,448,504</b>	<b>\$ 72,071,351</b>	<b>\$ -</b>
<b>Expenditures</b>							
City Commission	\$	1,217,626				\$ 1,217,626	\$ -
City Manager		2,733,142				2,733,142	-
City Attorney		730,400	196,630	#2		927,030	196,630
City Clerk		720,729				720,729	-
Finance		3,375,406				3,375,406	-
Human Resources		1,497,560				1,497,560	-
Community Development		2,211,975				2,211,975	-
Police		18,112,688				18,112,688	-
Public Services		9,139,548				9,139,548	-
Parks & Recreation		5,841,489				5,841,489	-
Information Technology		3,012,211				3,012,211	-
Non-Departmental		22,733,442	233,479	B		22,966,921	233,479
Contingency		745,135		B	233,479		
				#2	196,630	315,026	(430,109)
<b>Total General Fund Expenditures</b>	<b>\$</b>	<b>72,071,351</b>	<b>\$ 430,109</b>		<b>\$ 430,109</b>	<b>\$ 72,071,351</b>	<b>\$ -</b>
<b>Red Light Cameras</b>							
<b>Revenues</b>							
Judgments, Fines & Forfeits	\$	-				\$ -	\$ -
Micellaneous Revenues		-				-	-
Appropriation from Fund Balance		-				-	-
<b>Total Red Light Cameras Revenue</b>	<b>\$</b>	<b>-</b>				<b>\$ -</b>	<b>\$ -</b>
<b>Expenditures</b>							
Personal Services	\$	-				\$ -	\$ -
Operating Expenses		-				-	-
Other Uses		-				-	-
<b>Total Red Light Cameras Expenditures</b>	<b>\$</b>	<b>-</b>				<b>\$ -</b>	<b>\$ -</b>

CITY OF TAMARAC, FLORIDA  
FY 2021 BUDGET  
ATTACHMENT TO TEMPORARY ORDINANCE #2484

ATTACHMENT A

FUND	AMENDED BUDGET ORDINANCE O-2021-023	BA #2 INCREASE	Reference - Exhibit B	BA #2 (DECREASE)	AMENDED BUDGET #2	BA #2 NET CHANGE
<b>Fire Rescue Fund</b>						
<b>Revenues</b>						
Permits, Fees & Special Assessments	\$ 13,235,435				\$ 13,235,435	\$ -
Intergovernmental Revenue	696,464				696,464	-
Charges for Services	2,502,376				2,502,376	-
Miscellaneous Revenues	85,047				85,047	-
Interfund Transfers	6,529,325				6,529,325	-
Appropriation from Fund Balance	2,388,414	846,178			3,234,592	846,178
<b>Total Fire Rescue Fund Revenue</b>	<b>\$ 25,437,061</b>	<b>\$ 846,178</b>		<b>\$ -</b>	<b>\$ 26,283,239</b>	<b>\$ 846,178</b>
<b>Expenditures</b>						
Personal Services	\$ 19,284,617	\$ 846,178			\$ 20,130,795	\$ 846,178
Operating Expenditures	1,678,170				1,678,170	-
Capital Outlay	88,100				88,100	-
Debt Service	58,006				58,006	-
Other Uses	4,108,168				4,108,168	-
Contingency	200,000				200,000	-
Reserves	20,000				20,000	-
<b>Total Fire Rescue Fund Expenditures</b>	<b>\$ 25,437,061</b>	<b>\$ 846,178</b>		<b>\$ -</b>	<b>\$ 26,283,239</b>	<b>\$ 846,178</b>
<b>Law Enforcement Trust Fund</b>						
<b>Revenues</b>						
Appropriation from Fund Balance	\$ 14,569				14,569	\$ -
<b>Total Law Enforcement Trust Fund Revenue</b>	<b>\$ 14,569</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 14,569</b>	<b>\$ -</b>
<b>Expenditures</b>						
Operating Expenses	\$ 14,569				14,569	\$ -
<b>Total Law Enforcement Trust Fund Expenditures</b>	<b>\$ 14,569</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 14,569</b>	<b>\$ -</b>
<b>Streetscape Improvement Trust</b>						
<b>Revenues</b>						
Appropriated Fund Balance					\$ -	\$ -
<b>Total Parks &amp; Rec Revenue</b>	<b>\$ -</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Expenditures</b>						
Other Uses					\$ -	\$ -
<b>Total Parks &amp; Rec Expenditures</b>	<b>\$ -</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Public Art Fund</b>						
<b>Revenues</b>						
Charges for Services	\$ 250,000				\$ 250,000	\$ -
Intergovernmental Revenue	-	\$ 400,000	C		\$ 400,000	\$ 400,000
Miscellaneous Revenues	4,000				4,000	-
Appropriation from Fund Balance	37,500				37,500	-
<b>Total Public Art Fund Revenues</b>	<b>\$ 291,500</b>	<b>\$ 400,000</b>		<b>\$ -</b>	<b>\$ 691,500</b>	<b>\$ 400,000</b>
<b>Expenditures</b>						
Operating Expenditures	\$ 91,500				\$ 91,500	\$ -
Capital Outlay	-	\$ 400,000	C		400,000	400,000
Contingency	200,000				200,000	-
<b>Total Public Art Fund Expenditures</b>	<b>\$ 291,500</b>	<b>\$ 400,000</b>		<b>\$ -</b>	<b>\$ 691,500</b>	<b>\$ 400,000</b>
<b>Sales Tax Surtax Fund</b>						
<b>Revenues</b>						
Intergovernmental Revenue	\$ 2,878,291				\$ 2,878,291	\$ -
<b>Total Sale Tax Surtax Fund Revenue</b>	<b>\$ 2,878,291</b>			<b>\$ -</b>	<b>\$ 2,878,291</b>	<b>\$ -</b>
<b>Expenditures</b>						
Capital Outlay	\$ 2,878,291				\$ 2,878,291	\$ -
<b>Total Sales Tax Surtax Fund Expenditures</b>	<b>\$ 2,878,291</b>			<b>\$ -</b>	<b>\$ 2,878,291</b>	<b>\$ -</b>
<b>Local Option Gas Tax 3-Cents Fund</b>						
<b>Revenues</b>						
Taxes	\$ 382,092				\$ 382,092	\$ -
Miscellaneous Revenues	3,121				3,121	-
Appropriation from Fund Balance	1,209,659				1,209,659	-
<b>Total Local Option Gas Tax Revenue</b>	<b>\$ 1,594,872</b>			<b>\$ -</b>	<b>\$ 1,594,872</b>	<b>\$ -</b>
<b>Expenditures</b>						
Other Uses	\$ -	154,593	#3		\$ 154,593	\$ 154,593
Reserves	1,594,872	(154,593)	#3		1,440,279	(154,593)
<b>Total Local Option Gas Tax Expenditures</b>	<b>\$ 1,594,872</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 1,594,872</b>	<b>\$ -</b>

CITY OF TAMARAC, FLORIDA  
FY 2021 BUDGET  
ATTACHMENT TO TEMPORARY ORDINANCE #2484

ATTACHMENT A

FUND	AMENDED BUDGET ORDINANCE O-2021-023	BA #2 INCREASE	Reference - Exhibit B	BA #2 (DECREASE)	AMENDED BUDGET #2	BA #2 NET CHANGE
<b>Building Fund</b>						
<b>Revenues</b>						
Permits, Fees & Special Assessments	\$ 2,673,560				\$ 2,673,560	\$ -
Charges for Services	15,575				15,575	-
Judgments, Fines & Forfeits	200,000				200,000	-
Miscellaneous Revenues	155,000				155,000	-
Appropriation from Fund Balance	614,657				614,657	-
<b>Total Building Fund Revenues</b>	<b>\$ 3,658,792</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 3,658,792</b>	<b>\$ -</b>
<b>Expenditures</b>						
Personal Services	\$ 2,608,991	\$ -			\$ 2,608,991	\$ -
Operating Expenses	258,416				258,416	-
Capital Outlay	10,000				10,000	-
Other Uses	761,385				761,385	-
Reserves	20,000				20,000	-
<b>Total Building Fund Expenditures</b>	<b>\$ 3,658,792</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 3,658,792</b>	<b>\$ -</b>
<b>RCMP Grant Fund</b>						
<b>Revenues</b>						
Intergovernmental Revenue	\$ -				\$ -	\$ -
<b>Total RCMP Revenues</b>	<b>\$ -</b>				<b>\$ -</b>	<b>\$ -</b>
<b>Expenditures</b>						
Personal Services	\$ -				\$ -	\$ -
Operating Expenses	-				-	-
<b>Total RCMP Expenditures</b>	<b>\$ -</b>				<b>\$ -</b>	<b>\$ -</b>
<b>Community Development Block Grant (CDBG) Fund</b>						
<b>Revenues</b>						
Intergovernmental Revenue	\$ 417,242				\$ 417,242	\$ -
<b>Total CDBG Revenues</b>	<b>\$ 417,242</b>				<b>\$ 417,242</b>	<b>\$ -</b>
<b>Expenditures</b>						
Personal Services	\$ 187,446				\$ 187,446	\$ -
Operating Expenses	229,796				229,796	-
<b>Total CDBG Expenditures</b>	<b>\$ 417,242</b>				<b>\$ 417,242</b>	<b>\$ -</b>
<b>State Housing Initiative Program (SHIP) Fund</b>						
<b>Revenues</b>						
Intergovernmental Revenue	\$ -				\$ -	\$ -
Miscellaneous Revenues	-				-	-
<b>Total SHIP Revenues</b>	<b>\$ -</b>	<b>\$ -</b>			<b>\$ -</b>	<b>\$ -</b>
<b>Expenditures</b>						
Personal Services	\$ -				\$ -	\$ -
Operating Expenses	-				-	-
Other Uses	-				-	-
<b>Total SHIP Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>			<b>\$ -</b>	<b>\$ -</b>
<b>Home (HUD) Fund</b>						
<b>Revenues</b>						
Intergovernmental Revenue	\$ 118,750				\$ 118,750	\$ -
<b>Total Home (HUD) Revenues</b>	<b>\$ 118,750</b>				<b>\$ 118,750</b>	<b>\$ -</b>
<b>Expenditures</b>						
Personal Services	\$ 23,288				\$ 23,288	\$ -
Operating Expenses	95,462				95,462	-
<b>Total Home (HUD) Expenditures</b>	<b>\$ 118,750</b>				<b>\$ 118,750</b>	<b>\$ -</b>
<b>CDBG Disaster Recovery Fund</b>						
<b>Revenues</b>						
Intergovernmental Revenues	\$ 1,303,000				\$ 1,303,000	\$ -
<b>Total CDBG Disaster Recovery Fund Revenues</b>	<b>\$ 1,303,000</b>	<b>\$ -</b>			<b>\$ 1,303,000</b>	<b>\$ -</b>
<b>Expenditures</b>						
Other Uses	\$ 1,303,000				\$ 1,303,000	\$ -
<b>Total CDBG Disaster Recovery Fund Expenditures</b>	<b>\$ 1,303,000</b>	<b>\$ -</b>			<b>\$ 1,303,000</b>	<b>\$ -</b>
<b>Neighborhood Stab. Grant</b>						
<b>Revenues</b>						
Appropriation from Fund Balance	\$ -				\$ -	\$ -
<b>Total Neighborhood Stab. Grant Revenues</b>	<b>\$ -</b>				<b>\$ -</b>	<b>\$ -</b>
<b>Expenditures</b>						
Personal Services	\$ -				\$ -	\$ -
Operating Expenses	-				-	-
<b>Total Neighborhood Stab. Grant Expenditures</b>	<b>\$ -</b>				<b>\$ -</b>	<b>\$ -</b>

CITY OF TAMARAC, FLORIDA  
FY 2021 BUDGET  
ATTACHMENT TO TEMPORARY ORDINANCE #2484

ATTACHMENT A

FUND	AMENDED BUDGET ORDINANCE O-2021-023	BA #2 INCREASE	Reference - Exhibit B	BA #2 (DECREASE)	AMENDED BUDGET #2	BA #2 NET CHANGE
<b>American Rescue Plan Act Fund</b>						
<b>Revenues</b>						
Appropriation from Fund Balance		5,448,504	#1	\$	5,448,504	\$ 5,448,504
<b>Total American Rescue Plan Act Fund Revenue</b>	\$ -	\$ 5,448,504		\$	5,448,504	\$ 5,448,504
<b>Expenditures</b>						
Other Uses		5,448,504	#1	\$	5,448,504	\$ 5,448,504
<b>Total American Rescue Plan Act Fund Expenditures</b>	\$ -	\$ 5,448,504		\$	5,448,504	\$ 5,448,504
<b>Neighborhood Stab. Grant 3</b>						
<b>Revenues</b>						
Miscellaneous Revenues	\$ 150,000			\$	150,000	\$ -
<b>Total Neighborhood Stab. Grant 3 Revenues</b>	\$ 150,000			\$	150,000	\$ -
<b>Expenditures</b>						
Personal Services	\$ -			\$ -	\$ -	\$ -
Operating Expenses	150,000			\$	150,000	\$ -
<b>Total Neighborhood Stab. Grant 3 Expenditures</b>	\$ 150,000			\$	150,000	\$ -
<b>Affordable Housing Impact Fees</b>						
<b>Revenues</b>						
Impact Fees	\$ 60,000			\$	60,000	\$ -
Appropriation from Fund Balance	285,944			\$	285,944	\$ -
<b>Total Affordable Housing Impact Fees Revenues</b>	\$ 345,944			\$	345,944	\$ -
<b>Expenditures</b>						
Other Uses	\$ 345,944			\$	345,944	\$ -
<b>Total Affordable Housing Impact Fees Expenditures</b>	\$ 345,944			\$	345,944	\$ -
<b>Hurricane IRMA Disaster Recovery Fund</b>						
<b>Revenues</b>						
Appropriation from Fund Balance	\$ 1,000,000			\$	1,000,000	\$ -
<b>Total Hurricane IRMA Disaster Recovery Fund Revenue</b>	\$ 1,000,000	\$ -		\$	1,000,000	\$ -
<b>Expenditures</b>						
Other Uses	\$ 1,000,000			\$	1,000,000	\$ -
<b>Total Hurricane IRMA Disaster Recovery Fund Expenditures</b>	\$ 1,000,000	\$ -		\$	1,000,000	\$ -
<b>General Obligation (GO) Debt Service</b>						
<b>Revenues</b>						
Appropriation from Fund Balance	\$ -			\$ -	\$ -	\$ -
<b>Total GO Debt Service Revenues</b>	\$ -			\$ -	\$ -	\$ -
<b>Expenditures</b>						
Other Uses	\$ -			\$ -	\$ -	\$ -
<b>Total GO Debt Service Expenditures</b>	\$ -			\$ -	\$ -	\$ -
<b>Revenue Bond Fund</b>						
<b>Revenues</b>						
Miscellaneous Revenues	\$ 23,010			\$	23,010	\$ -
Interfund Transfers	4,741,269				4,741,269	\$ -
<b>Total Revenue Bond Fund Revenues</b>	\$ 4,764,279			\$	4,764,279	\$ -
<b>Expenditures</b>						
Debt Service	\$ 4,764,279			\$	4,764,279	\$ -
<b>Total Revenue Bond Fund Expenditures</b>	\$ 4,764,279			\$	4,764,279	\$ -
<b>Capital Equipment Fund</b>						
<b>Revenues</b>						
Interfund Transfers	\$ 1,027,775			\$	1,027,775	\$ -
Intergovernmental Revenues	139,050				139,050	\$ -
Miscellaneous Revenue	-				-	\$ -
Appropriation from Fund Balance	-				-	\$ -
<b>Total Capital Equipment Fund Revenues</b>	\$ 1,166,825			\$	1,166,825	\$ -
<b>Expenditures</b>						
Capital Outlay	\$ 1,166,825			\$	1,166,825	\$ -
Contingency	-				-	\$ -
<b>Total Capital Equipment Fund Expenditures</b>	\$ 1,166,825			\$	1,166,825	\$ -
<b>Capital Maintenance Fund</b>						
<b>Revenues</b>						
Interfund Transfers	\$ 989,800	\$ -		\$	989,800	\$ -
Appropriation from Fund Balance	-			\$ -	\$ -	\$ -
<b>Total Capital Maintenance Fund Revenues</b>	\$ 989,800	\$ -		\$ -	\$ 989,800	\$ -
<b>Expenditures</b>						
Capital Outlay	\$ 989,800			\$	989,800	\$ -
Contingency	-				-	\$ -
<b>Total Capital Maintenance Fund Expenditures</b>	\$ 989,800			\$	989,800	\$ -

CITY OF TAMARAC, FLORIDA  
FY 2021 BUDGET  
ATTACHMENT TO TEMPORARY ORDINANCE #2484

ATTACHMENT A

FUND	AMENDED BUDGET ORDINANCE O-2021-023	BA #2 INCREASE	Reference - Exhibit B	BA #2 (DECREASE)	AMENDED BUDGET #2	BA #2 NET CHANGE
<b>Roadway &amp; Median Improvement Fund</b>						
<b>Revenues</b>						
Impact Fees	\$ -			\$ -	\$ -	-
Interfund Transfers		154,593	#3		154,593	154,593
Appropriation from Fund Balance		-			-	-
<b>Total Roadway &amp; Median Improvement Fund Revenues</b>	<b>\$ -</b>	<b>\$ 154,593</b>		<b>\$ -</b>	<b>\$ 154,593</b>	<b>\$ 154,593</b>
<b>Expenditures</b>						
Capital Outlay	\$ -	154,593	#3	\$ -	154,593	154,593
Contingency		-			-	-
<b>Total Roadway &amp; Median Improvement Fund Expenditures</b>	<b>\$ -</b>	<b>\$ 154,593</b>		<b>\$ -</b>	<b>\$ 154,593</b>	<b>\$ 154,593</b>
<b>General Capital Improvements Fund</b>						
<b>Revenues</b>						
Taxes	\$ 900,000	\$ -		\$ -	\$ 900,000	\$ -
Intergovernmental Revenues	50,000				50,000	-
Interfund Transfers	1,986,645	233,479	B		2,220,124	233,479
Miscellaneous Revenues		-			-	-
Debt Proceeds		-			-	-
Appropriation from Fund Balance		-			-	-
					-	-
<b>Total Gen. Capital Improvements Revenues</b>	<b>\$ 2,936,645</b>	<b>\$ 233,479</b>		<b>\$ -</b>	<b>\$ 3,170,124</b>	<b>\$ 233,479</b>
<b>Expenditures</b>						
Capital Outlay	\$ 2,916,645	233,479	B	\$ -	3,150,124	233,479
Operating Expenses	20,000				20,000	-
Contingency		-			-	-
<b>Total Gen. Capital Improvements Expenditures</b>	<b>\$ 2,936,645</b>	<b>\$ 233,479</b>		<b>\$ -</b>	<b>\$ 3,170,124</b>	<b>\$ 233,479</b>
<b>Corridor Improvement Fund</b>						
<b>Revenues</b>						
Miscellaneous Revenues	\$ -			\$ -	\$ -	-
Appropriation from Fund Balance	183,726				183,726	-
Debt Proceeds		-			-	-
Interfund Transfers		-			-	-
<b>Total Corridor Improvement Fund Revenues</b>	<b>\$ 183,726</b>			<b>\$ -</b>	<b>\$ 183,726</b>	<b>\$ -</b>
<b>Expenditures</b>						
Operating Expenditures	\$ -			\$ -	\$ -	-
Capital Outlay	183,726				183,726	-
Reserves		-			-	-
<b>Total Corridor Improvement Fund Expenditures</b>	<b>\$ 183,726</b>			<b>\$ -</b>	<b>\$ 183,726</b>	<b>\$ -</b>
<b>Public Service Facilities Fund</b>						
<b>Revenues</b>						
Appropriation from Fund Balance		-			-	-
<b>Total Public Service Facilities Revenues</b>	<b>\$ -</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Expenditures</b>						
Other Uses	\$ -			\$ -	\$ -	-
<b>Total Public Service Facilities Expenditures</b>	<b>\$ -</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>CIP 05 Revenue Bond Fund</b>						
<b>Revenues</b>						
Interfund Transfers	\$ -			\$ -	\$ -	-
Debt Proceeds		-			-	-
<b>Total CIP 05 Revenue Bond Fund Revenues</b>	<b>\$ -</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Expenditures</b>						
Capital Outlay	\$ -			\$ -	\$ -	-
<b>Total CIP 05 Revenue Bond Fund Expenditures</b>	<b>\$ -</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Tamarac Village Fund</b>						
<b>Revenues</b>						
Interfund Transfers	\$ 400,000			\$ -	400,000	\$ -
Appropriation from Fund Balance		-			-	-
<b>Total Tamarac Village Fund Revenues</b>	<b>\$ 400,000</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 400,000</b>	<b>\$ -</b>
<b>Expenditures</b>						
Operating Expenditures	\$ -			\$ -	\$ -	-
Debt Service	400,000				400,000	-
<b>Total Tamarac Village Fund Expenditures</b>	<b>\$ 400,000</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 400,000</b>	<b>\$ -</b>

CITY OF TAMARAC, FLORIDA  
FY 2021 BUDGET  
ATTACHMENT TO TEMPORARY ORDINANCE #2484

ATTACHMENT A

FUND	AMENDED BUDGET ORDINANCE O-2021-023	BA #2 INCREASE	Reference - Exhibit B	BA #2 (DECREASE)	AMENDED BUDGET #2	BA #2 NET CHANGE
<b>Stormwater Management Fund</b>						
<b>Revenues</b>						
Permits, Fees & Special Assessments	\$ 6,133,620				\$ 6,133,620	\$ -
Miscellaneous Revenues	100,021				100,021	-
Interfund Transfers	374,224				374,224	-
Appropriation from Net Assets	108,165				108,165	-
<b>Total Stormwater Management Revenues</b>	<b>\$ 6,716,030</b>				<b>\$ 6,716,030</b>	<b>\$ -</b>
<b>Expenses</b>						
Personal Services	\$ 2,054,609				\$ 2,054,609	\$ -
Operating Expenses	2,457,428				2,457,428	-
Capital Outlay	426,000				426,000	-
Debt Service	401,350				401,350	-
Other Uses	400,000				400,000	-
Contingency	826,643				826,643	-
Reserves	150,000				150,000	-
<b>Total Stormwater Management Expenditures</b>	<b>\$ 6,716,030</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 6,716,030</b>	<b>\$ -</b>
<b>Stormwater Capital Project</b>						
<b>Revenues</b>						
Interfund Transfers	\$ 400,000				\$ 400,000	\$ -
Appropriation from Net Assets	-				-	-
Intergovernmental Revenues	-				-	-
<b>Total Stormwater Capital Project Fund Revenues</b>	<b>\$ 400,000</b>	<b>\$ -</b>			<b>\$ 400,000</b>	<b>\$ -</b>
<b>Expenditures</b>						
Capital Outlay	\$ 400,000				\$ 400,000	\$ -
	-				-	-
<b>Total Stormwater Capital Project Fund Expenditures</b>	<b>\$ 400,000</b>	<b>\$ -</b>			<b>\$ 400,000</b>	<b>\$ -</b>
<b>Utilities Fund</b>						
<b>Revenues</b>						
Charges for Services	\$ 28,247,827				\$ 28,247,827	\$ -
Miscellaneous Revenue	184,645				184,645	-
Appropriation from Fund Balance	4,000				4,000	-
Appropriation from Net Assets	6,287,526	162,561	A		6,450,087	162,561
<b>Total Utilities Fund Revenues</b>	<b>\$ 34,723,998</b>	<b>\$ 162,561</b>			<b>\$ 34,886,559</b>	<b>\$ 162,561</b>
<b>Expenses</b>						
Personal Services	\$ 5,786,196				\$ 5,786,196	\$ -
Operating Expenses	16,010,448				16,010,448	-
Capital Outlay	1,371,562				1,371,562	-
Debt Service	1,373,420				1,373,420	-
Other Uses	9,742,303	162,561	A		9,904,864	162,561
Contingency	340,069				340,069	-
Reserves	100,000				100,000	-
<b>Total Utilities Fund Expenses</b>	<b>\$ 34,723,998</b>	<b>\$ 162,561</b>			<b>\$ 34,886,559</b>	<b>\$ 162,561</b>
<b>Utilities CAIC Fund</b>						
<b>Revenues</b>						
Interfund Transfers	\$ -				\$ -	\$ -
Miscellaneous Revenue	-				-	-
Appropriation from Net Assets	-	752,712	D		752,712	752,712
<b>Total Utilities CAIC Fund Revenues</b>	<b>\$ -</b>	<b>\$ 752,712</b>			<b>\$ 752,712</b>	<b>\$ 752,712</b>
<b>Expenses</b>						
Capital Outlay	\$ -				\$ -	\$ -
Interfund Transfers	-	752,712	D		752,712	752,712
<b>Total Utilities CAIC Fund Expenses</b>	<b>\$ -</b>	<b>\$ 752,712</b>			<b>\$ 752,712</b>	<b>\$ 752,712</b>
<b>Utilities Renewal and Replacement Fund</b>						
<b>Revenues</b>						
Interfund Transfers	\$ 9,723,150	162,561	A			
		752,712	D		\$ 10,638,423	\$ 915,273
Miscellaneous Revenue	-				-	-
Intergovernmental Revenues	-				-	-
Appropriation from Net Assets	-				-	-
<b>Total Utilities Construction Fund Revenues</b>	<b>\$ 9,723,150</b>	<b>\$ 915,273</b>			<b>\$ 10,638,423</b>	<b>\$ 915,273</b>
<b>Expenses</b>						
Operating Expenditures	\$ -				\$ -	\$ -
Capital Outlay	9,723,150	162,561	A			
		752,712	D		10,638,423	915,273
Reserves	-				-	-
<b>Total Utilities Construction Fund Expenses</b>	<b>\$ 9,723,150</b>	<b>\$ 915,273</b>			<b>\$ 10,638,423</b>	<b>\$ 915,273</b>

CITY OF TAMARAC, FLORIDA  
FY 2021 BUDGET  
ATTACHMENT TO TEMPORARY ORDINANCE #2484

ATTACHMENT A

FUND	AMENDED BUDGET ORDINANCE O-2021-023	BA #2 INCREASE	Reference - Exhibit B	BA #2 (DECREASE)	AMENDED BUDGET #2	BA #2 NET CHANGE
<b>Colony West Golf Course</b>						
<b>Revenues</b>						
Charges for Services	\$ 2,317,147				\$ 2,317,147	\$ -
Miscellaneous Revenues	37,875				37,875	-
Interfund Transfers	164,917				164,917	-
Appropriation from Net Assets	-				-	-
<b>Total Colony West Golf Course Fund Revenues</b>	<b>\$ 2,519,939</b>	<b>\$ -</b>			<b>\$ 2,519,939</b>	<b>\$ -</b>
<b>Expenses</b>						
Operating Expenses	\$ 2,334,327				\$ 2,334,327	\$ -
Capital Outlay	-				-	-
Contingency	185,612				185,612	-
<b>Total Colony West Golf Course Fund Expenses</b>	<b>\$ 2,519,939</b>	<b>\$ -</b>			<b>\$ 2,519,939</b>	<b>\$ -</b>
<b>Health Insurance Fund</b>						
<b>Revenues</b>						
Charges for Services	\$ 7,093,293				\$ 7,093,293	\$ -
Miscellaneous Revenues	5,401				5,401	-
Interfund Transfers	2,000,000				2,000,000	-
<b>Total Health Insurance Fund Revenues</b>	<b>\$ 9,098,694</b>				<b>\$ 9,098,694</b>	<b>\$ -</b>
<b>Expenses</b>						
Operating Expenses	\$ 6,621,401				\$ 6,621,401	\$ -
Contingency	477,293				477,293	-
Reserves	2,000,000				2,000,000	-
<b>Total Health Insurance Fund Expenses</b>	<b>\$ 9,098,694</b>				<b>\$ 9,098,694</b>	<b>\$ -</b>
<b>Risk Management Fund</b>						
<b>Revenues</b>						
Charges for Services	\$ 1,721,768				\$ 1,721,768	\$ -
Miscellaneous Revenues	103,881				103,881	-
Appropriation from Net Assets	3,236,284				3,236,284	-
<b>Total Risk Management Fund Revenues</b>	<b>\$ 5,061,933</b>				<b>\$ 5,061,933</b>	<b>\$ -</b>
<b>Expenses</b>						
Personal Services	\$ 635,413				\$ 635,413	\$ -
Operating Expenses	2,183,919				2,183,919	-
Other Uses	2,000,000				2,000,000	-
Contingency	242,601				242,601	-
<b>Total Risk Management Fund Expenses</b>	<b>\$ 5,061,933</b>				<b>\$ 5,061,933</b>	<b>\$ -</b>
<b>Total FY21 Budget</b>	<b>\$ 187,966,391</b>				<b>\$ 196,879,691</b>	<b>\$ 8,913,300</b>

**CITY OF TAMARAC, FLORIDA**  
**FY 2021 BUDGET ATTACHMENT TO TEMPORARY ORDINANCE #2484**

**ATTACHMENT B**

<b>FY 2021 BUDGET AMENDMENT #2</b>			
<b>BA#</b>	<b>Item</b>	<b>Summary of Adjustments</b>	<b>Dollar Amount</b>
Items previously approved by the City Commission are as follows:			
	<b>A</b>	<b>R-2021-036</b> Approved 3/24/2021 approving an agreement with C&I Construction and Design, Inc. for the construction of the Tract 27 Booster Station Upgrade Project in the amount of \$1,920,510.00, a contingency of \$192,051.00 (10%) will be added to the account for a project total of \$2,112,561.00; authorizing an additional appropriation in the amount not to exceed \$162,561.00 to be included in a future budget amendment.	
		Increase appropriated net assets	162,561
		Increase inter-fund transfers out	162,561
		Increase inter-fund transfers in	162,561
		Increase capital outlay - equipment \$1,000 or greater	162,561
	<b>B</b>	<b>R-2021-059</b> Approved 5/26/2021 awarding IFB No. 21-11B to Unitec, Inc. for the Fiber Network Expansion (Phase 2); authorizing the appropriate City Officials to execute a fixed price contract between Unitec, Inc. and the City of Tamarac to expand the City's fiber network in the lump sum amount of \$1,146,070.00, a contingency of \$114,607.00 (10%) will be added to the project account for a total project budget of \$1,260,677.00; authorizing appropriations in the amount not to exceed \$233,479.00 to be included in a future budget amendment.	
		Increase interfund transfers out - General fund	233,479
		Decrease General Fund Contingency	(233,479)
		Increase capital outlay - fiber network	233,479
		Increase inter-fund transfers in	233,479
	<b>C</b>	<b>R-2021-067</b> Approved 6/23/2021 accepting a Land and Water Conservation Fund (LWCF) grant award in the amount of \$400,000 from the U.S. Department of the Interior (DOI) through the Florida Department of Environmental Protection (FDEP); authorizing the appropriate City Officials to execute a project agreement between FDEP and the City of Tamarac for grant funding in the amount of \$400,000 for the Sunset Point Park project. (Project #PA15C)	
		Increase intergovernmental revenues -	400,000
		Increase capital outlay - public artwork	400,000
	<b>D</b>	<b>R-2021-077</b> Approved 7/14/2021 awarding a contract to Murphy Pipeline Contractors, Inc., for the replacement of 3,600 linear feet of water pipe together along with 10 existing fire hydrants along NW 70th street between the intersection of Pine Island Road on NW 70th street to NW 80th avenue for a project cost of \$684,283.64, a contingency of 10% or \$68,428.36 will be added to the project account for a total project budget of \$752,712.00; project will be funded by CIAC Fees; authorizing a Budget Amendment in an amount not to exceed the total project cost of \$752,712.00.	
		Increase appropriated net assets	752,712
		Increase inter-fund transfers out	752,712
		Increase inter-fund transfers in	752,712
		Increase capital outlay	752,712
Additional adjustments are recommended:			
	<b>#1</b>	<b>American Rescue Plan Act Fund and General Fund</b>	
		Appropriate and transfer the first half of funding received by the City under the American Rescue Plan to the General Fund to be used for paying a portion of the BSO expenditures incurred in FY 2021 for Police Services.	
		Increase intergovernmental revenues	5,448,504
		Increase inter-fund transfers out	5,448,504
		Increase General Fund inter-fund transfers in	5,448,504
		Decrease General Fund appropriation from fund balance	(5,448,504)
	<b>#2</b>	<b>City Attorney</b>	
		General Fund - increase funding for legal services - general counsel charged and expended in FY 2021 that exceeded City Attorney adopted budget.	
		Increase City Attorney operating expenditures - professional services / legal services - general counsel	196,630
		Decrease General Fund Contingency	(196,630)



**CITY OF TAMARAC, FLORIDA**  
**FY 2021 BUDGET ATTACHMENT TO TEMPORARY ORDINANCE #2484**

**ATTACHMENT B**

<b>FY 2021 BUDGET AMENDMENT #2</b>			
<b>BA#</b>	<b>Item</b>	<b>Summary of Adjustments</b>	<b>Dollar Amount</b>
	<b>#3</b>	<b>Local Option Gas Tax Fund and Roadway &amp; Median Improvement Fund</b>	
		<b>Appropriate and transfer funding needed for the cost increase to the Hiatus / Mc Nab Roundabout resulting from Broward County Traffic Engineer's recommendation to enlarge it (Project #PW20G).</b>	
		Increase inter-fund transfers out in Local Option Gas Tax Fund	154,593
		Decrease reserves in Local Option Gas Tax Fund	(154,593)
		Increase inter-fund transfers in Roadway & Median Improvement Fund	154,593
		Increase capital outlay - construction / streets roadways in Roadway & Median Improvement Fund	154,593
	<b>#4</b>	<b>Fire Rescue Fund - increase funding for personal services costs expended in FY 2021 that exceeded the Fire Rescue Department adopted budget for these expenses.</b>	
		Increase regular salaries and wages	300,000
		Increase overtime premium	100,000
		Increase overtime straight	446,178
		Increase appropriation from fund balance	846,178
		<b>Total Budget Changes</b>	<b>\$ 8,913,300</b>
		<b>Total Ordinance</b>	<b>\$ 8,913,300</b>
		<b>Difference</b>	<b>\$ -</b>



**Title - TR13698 - Approval to Submit Final Application to Florida Department of Economic Opportunity (DEO) for CDBG-CV Round 2 Funding and Authorize City Officials to Execute Related Documents**

A Resolution of the City Commission of the City of Tamarac, Florida, approving the submittal of an application to the Florida Department of Economic Opportunity (DEO) for Community Development Block Grant Coronavirus Relief Funding (CDBG-CV) round 2 totaling \$181,156 for eligible housing activities; authorizing the City Manager or appropriate city officials to execute documents related to the application; providing for conflicts; providing for severability; and providing an effective date.

Commission District(s):

Citywide

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
1 - TR 13698 Memo- CDBG-CV2	10/13/2021	Cover Memo
2 - TR 13698 Reso-CV2 DEO	10/13/2021	Resolution

**CITY OF TAMARAC  
INTEROFFICE MEMORANDUM – 21 10003M  
COMMUNITY DEVELOPMENT**

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

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

**DATE:** October 7, 2021

**RE:** **Approval to Submit Final Application to Florida Department of Economic Opportunity (DEO) for CDBG-CV Round 2 Funding and Authorize City Officials to Execute Related Documents; Temp. Reso. No. 13698**

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**Recommendation:** The Director of Community Development recommends that the Mayor and City Commission approve the submission of a final application to the Florida Department of Economic Opportunity (DEO) for Community Development Block Grant Coronavirus Relief Funding Round 2 (CDBG-CV) and authorize appropriate city officials to execute related documents.

**Issue:** City Commission approval is required for final application submission and authority to execute related documents.

**Background:** The CARES Act, through the U.S. Department of Housing and Urban Development (HUD) allocated CDBG-CV to the state of Florida to address issues related to the impacts of COVID-19. DEO is the state agency administering Round 2 for entitlement communities through its State CDBG Program.

The City of Tamarac submitted a pre-application to the DEO for the Round 2 formula allocation of \$181,156. DEO completed a review on the pre-application and issued a technical assistance letter on July 29, 2021 as guidance for the final application submittal. The proposed activity in the pre-application was a Neighborhood Revitalization project. However, due to the complexity and compliance concerns of the CDBG program, the funds will be best suited for the established Residential Assistance Program. The funds will be used to assist residents with past due mortgage, rent and utility payments.

The expenditure of CDBG funds requires public notice and public hearings to encourage citizen participation. The first public hearing was held at the March 10th, 2021 city commission meeting. The second public hearing will be at the city commission meeting on October 27, 2021 at 7:00 p.m.

**Fiscal Impact:** The application will bring \$181,156 in CDBG-CV funding to the City's Residential Assistance Program.

The use of these funds is consistent with the City's Strategic Goal #1 – Tamarac is Home and Goal #4 - Tamarac is Vibrant.



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Maxine Calloway,  
Community Development Director

Attachments: Temporary Resolution No. 13698

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021 - \_\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE SUBMITTAL OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) FOR COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS RELIEF FUNDING (CDBG-CV) ROUND 2 TOTALING \$181,156 FOR ELIGIBLE HOUSING ACTIVITIES; AUTHORIZING THE CITY MANAGER OR APPROPRIATE CITY OFFICIALS TO EXECUTE DOCUMENTS RELATED TO THE APPLICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in April 2020, the Federal Government approved the CARES Act which provided additional Community Development Block Grant funds, Coronavirus Relief Funding (CDBG-CV); and

WHEREAS, pursuant to the CARES Act, the U.S. Department of Housing and Urban Development (HUD) allocated Coronavirus Relief Funding (CDBG-CV) to the state of Florida to address issues related to the impacts of COVID-19; and

WHEREAS, the Florida Department of Economic Opportunity (DEO) is the state agency administering Round 2 for entitlement communities through its State CDBG Program; and

WHEREAS, the City of Tamarac submitted a pre-application to the DEO for the Round 2 formula allocation of \$181,156; and

WHEREAS, the expenditure of CDBG funds requires public notice and public hearings to encourage citizen participation; and

WHEREAS, the first public hearing was held at the March 10<sup>th</sup>, 2021 city

commission meeting, a second notice of public hearing was published in the Sun Sentinel on October 12, 2021 and simultaneously posted on the City's website for review and comment from October 13, 2021 to October 27, 2021, and the public hearing will be at the city commission meeting on October 27, 2021 at 7:00 p.m.; and

WHEREAS, the DEO completed a review on the pre-application and issued a technical assistance letter on July 29, 2021 as guidance for the final application submittal; and

WHEREAS, the Community Development Director recommends the approval of the final application submission and that the City Manager or appropriate city officials be authorized to execute the application and any subsequent related documents; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the residents of the City of Tamarac to approve the submission of final application for CDBG-CV Round 2.

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 referenced herein are hereby incorporated into this Resolution and made a specific part hereof.

SECTION 2: That the City Commission hereby approves the submission of the final application to the Florida Department of Economic Opportunity for the Round 2 formula allocation (CDBG-CV) of \$181,156 to be used for eligible housing activities.

SECTION 3: The City Manager or appropriate City officials is hereby authorized to execute the application and any related documents including revisions required to receive the CDBG-CV Round 2 allocation.

SECTION 4: All resolutions or parts of resolutions in conflict herewith be, and the same 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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

CITY OF TAMARAC, FLORIDA

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

ATTEST:

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

M. GOMEZ \_\_\_\_\_  
M. BOLTON \_\_\_\_\_  
M. GELIN \_\_\_\_\_  
E. VILLALOBOS \_\_\_\_\_  
D. PLACKO \_\_\_\_\_

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

\_\_\_\_\_  
JOHN HERIN  
CITY ATTORNEY





**Title - TO2479 - Amendment to the City's Comprehensive Plan to create a new Property Rights Element as required by Florida Statutes 163.3177(6)(i)/HB59**

An Ordinance of the City of Tamarac, Florida, adopting with changes, an amendment to the City of Tamarac Comprehensive Plan, by and through procedures required for the expedited state review process pursuant to authority under State Statutes Section 163.3184, specifically creating a new property rights element of the comprehensive plan entitled "Property Rights" attached hereto as Exhibit "A"; authorizing transmittal of the adopted property rights element comprehensive plan amendment to the Department of Economic Opportunity and other agencies as required by Florida Statutes 163.3184(3) providing for inclusion in the comprehensive plan; providing for conflict; providing for severability; and, providing for an effective date.

Commission District(s):

Citywide

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
1 - Property Rights Memo	10/15/2021	Cover Memo
2 - TEMPORARY ORDINANCE NO. 2479 - Amended	10/15/2021	Ordinance
2 - Exhibit A	10/15/2021	Exhibit
3 - House Bill No 59	10/15/2021	Backup Material
4 - DEO Letter CTY. TAMARAC 21-01ESR (P)	10/15/2021	Backup Material

**CITY OF TAMARAC**  
**INTEROFFICE MEMORANDUM 21-10-003M**  
**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO:** Kathleen Gunn  
Interim City Manager  
**FROM:** Maxine A. Calloway,  
Director of Community Development  
**DATE:** October 13, 2021  
**RE:** Comprehensive Plan Amendment – Property Rights Element  
**TEMP ORDINANCE NO. 2479**

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**RECOMMENDATION:** The Director of Community Development recommends that the Mayor and City Commission approve and adopt on Second Reading the proposed amendment to the City of Tamarac Comprehensive Plan at its October 27, 2021, meeting (see attached Temporary Ordinance No. 2479).

**ISSUE:** City staff is requesting approval and adoption of a Comprehensive Plan Amendment to add a Property Rights Element to the City of Tamarac Comprehensive Plan.

**BACKGROUND:** On June 29, 2021, the Governor of the State of Florida approved House Bill No. 59 (see attached House Bill No. 59). The bill requires all local governments to adopt a property rights element in their comprehensive plans. The bill provision instructs local governments to consider certain private property rights when regulating land and directs local governments to adopt a property rights element by the earlier of its next proposed comprehensive plan amendment initiated after July 1, 2021, or the date of its next comprehensive plan evaluation, as required by Florida Statutes Section 163.3191.

Under current law, local governments create and adopt local comprehensive plans to control and direct land use and development within a county or municipality. However, the Department of Economic Opportunity oversees the local comprehensive plan system at the state level. Nevertheless, local governments in the state retain ample independence in the substance of land use regulation of private property within their jurisdiction.

**ANALYSIS:** Pursuant to Section 163.3167, Florida Statutes, local governments are required to adopt and maintain a comprehensive plan and prepare amendments to its existing Comprehensive Plan to comply with State Statute as amended from time to time. The City of Tamarac Comprehensive Plan (“Plan”) was last adopted by Ordinance Number 2008-08, as amended, pursuant to State law in 2008. Since that time, several amendments have been made to the Plan, including the adoption of a new Economic Development Element in 2018. Section 163.3177, Florida Statutes, provides for required and optional Elements to be included in a local government’s comprehensive plan. The City of Tamarac is including the required Property Rights Element in its Comprehensive Plan to ensure that private property rights are considered in local decision-making.

Local comprehensive plans must include principles, guidelines, standards, and strategies for orderly and balanced future land development. A comprehensive plan must reflect community commitments to implement the Plan and identify procedures for monitoring, evaluating, and appraising its implementation. A comprehensive plan may include optional elements, but must include the following elements: Capital Improvements, Future Land Use Plan, Intergovernmental Coordination, Conservation, Transportation,

**Comprehensive Plan Amendment – Property Rights Element**  
**Temporary Ordinance No. 2479**  
**October 13, 2021 – Page 2**

Sanitary Sewer, Solid Waste, Drainage, Potable Water, And Aquifer Recharge, Recreation and Open Space, Housing, and now Property Rights.

Florida House Bill No. 59 requires a local government with a population of ten thousand (10,000) or more to include the property rights element in its comprehensive plan by the earlier of the adoption of its next proposed plan amendment or July 1, 2024. Given the pending Land Use Plan Amendments before the City, it was necessary to process the Comprehensive Plan Amendment Property Rights Element now, to avoid any delay in the processing of Comprehensive Plan Amendments with the State's Department of Economic Opportunity.

The Bill provides a model Statement Of Rights that may be adopted by local governments. Notwithstanding, if a local government adopts its own property rights element, the element may not conflict with the statement of rights provided in the Statutes. As such, staff is proposing that the City of Tamarac adopt the statement of rights listed in the Bill and Florida Statutes to satisfy the requirement. The goal of the Property Rights Element requires the City to respect judicially acknowledged and constitutionally protected private property rights, to ensure that private property rights are considered in local decision-making.

The following rights shall be considered in local decision-making:

- The right of a property owner to physically possess the property and control his or her interests in the property, including easements, leases, or mineral rights;
- The right of a property owner to use, maintain, develop, and improve the property for personal use or the use of another, subject to state law and local ordinances;
- The right of the property owner to privacy and to exclude others from the property to protect his or her possessions and property; and
- The right of a property owner to dispose of his or her property through sale or gift.

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

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

Florida House Bill No. 59, approved on June 29, 2021, requires a local government with a population of ten thousand (10,000) or more to include a property rights element in its comprehensive plan by the earlier of the adoption of its next proposed plan amendment or July 1, 2024.

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

The plan amendment affords a property owner's right to use, maintain, develop, and improve the property for personal use or the use of another, subject to state law and local ordinances.

**Comprehensive Plan Amendment – Property Rights Element**  
**Temporary Ordinance No. 2479**  
**October 13, 2021 – Page 3**

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

The plan amendment affords a property owner's right to physically possess the property and control his or her interests in the property, including easements, leases, or mineral rights.

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

Florida House Bill No. 59, approved on June 29, 2021, requires a local government with a population of ten thousand (10,000) or more to include the property rights element in its comprehensive plan by the earlier of the adoption of its next proposed plan amendment or July 1, 2024.

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

The goal of the Property Rights Element requires the City to respect judicially acknowledged and constitutionally protected private property rights, to ensure that private property rights are considered in local decision making.

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

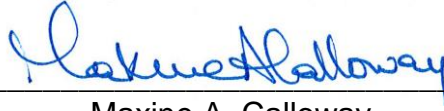
**CONCLUSION:** This item supports Goal #1 of the City of Tamarac's 2040 Strategic Plan, "Tamarac is Home." The approval of the Comprehensive Plan Amendment will guarantee that private property rights are protected.

The Director of Community Development recommends that the Mayor and City Commission approve and adopt on Second Reading the proposed amendment to the City of Tamarac Comprehensive Plan at its October 27, 2021, meeting.

**FISCAL IMPACT:** There will be no direct budgetary impact.

**INTERVENING ACTION:** At its August 4, 2021 meeting, the Planning Board voted 6-0 to forward a favorable recommendation for the proposed amendment to the City of Tamarac Comprehensive Plan and authorize staff to transmit the proposed Property Rights Element to the Department of Economic Opportunity and reviewing agencies at its August 25, 2021, meeting for First Reading.

On September 9, 2021, the Florida Department of Economic Opportunity received the proposed comprehensive plan amendment pursuant to the expedited state review process. A letter was then received from the Florida Department of Economic Opportunity, dated October 8, 2021, providing a technical assistance comment consistent with Florida Statutes Section 163.3168(3). The proposed Property Rights Element was revised pursuant to the technical assistance comment received from the Florida Department of Economic Opportunity.



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Maxine A. Calloway  
Director of Community Development

Attachments: Temporary Ordinance No. 2479  
Exhibit "A" – Property Rights Element  
House Bill No. 59  
Department of Economic Opportunity Review Letter

MAC:RWJ

CITY OF TAMARAC, FLORIDA

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

AN ORDINANCE OF THE CITY OF TAMARAC, FLORIDA, ADOPTING WITH CHANGES, AN AMENDMENT TO THE CITY OF TAMARAC COMPREHENSIVE PLAN, BY AND THROUGH PROCEDURES REQUIRED FOR THE EXPEDITED STATE REVIEW PROCESS PURSUANT TO AUTHORITY UNDER STATE STATUTES SECTION 163.3184, SPECIFICALLY CREATING A NEW PROPERTY RIGHTS ELEMENT OF THE COMPREHENSIVE PLAN ENTITLED "PROPERTY RIGHTS" ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING TRANSMITTAL OF THE ADOPTED PROPERTY RIGHTS ELEMENT COMPREHENSIVE PLAN AMENDMENT TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY AND OTHER AGENCIES AS REQUIRED BY FLORIDA STATUTES 163.3184(3) PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3167 requires local governments to adopt and maintain a comprehensive plan and prepare amendments to its existing comprehensive plan to conform it to the requirements of the Section; and

WHEREAS, the City of Tamarac Comprehensive Plan was last adopted by Ordinance Number 2008-08, as amended, pursuant to State law in 2008; and

WHEREAS, Section 163.3177 provides for required and optional Elements to be included in a local government's comprehensive plan; and

WHEREAS, House Bill No. 59 and Florida Statute Section 163.3177(6)(i) requires the City of Tamarac to include a Property Rights Element into its Comprehensive Plan to ensure that private property rights are considered in local decision-making; and

WHEREAS, in accordance with the requirements of Florida Statutes and the City of Tamarac Code of Ordinances, notice to the public of the transmittal public hearing held on August 25, 2021 was provided; and

WHEREAS, in accordance with the requirements of Florida Statutes and the City of Tamarac Code of Ordinances, notice to the public of the adoption public hearing to be held on October 27, 2021 was provided; and

WHEREAS, the Director of Community Development has reviewed the item and determines that the adoption of the Property Rights Element attached hereto as Exhibit "A" is consistent with House Bill No. 59, Florida Statutes 163.3177(6)(i) and the goals, objectives and policies of the City of Tamarac Comprehensive Plan as amended; and

WHEREAS, the Property Rights Element amendment to the Comprehensive Plan is being adopted conditionally upon the Broward County Planning Council recertification of same; and

WHEREAS, the City Commission finds it appropriate to amend the City of Tamarac Comprehensive Plan to insert a new Property Rights Element as a required Element to the Comprehensive Plan.

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

SECTION 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance. All exhibits attached hereto and referenced herein are hereby incorporated by this reference.

SECTION 2: That the City of Tamarac's Comprehensive Plan is hereby amended in accordance with Section 163.3184, Florida Statutes, to incorporate a new Property Rights Element as shown in Exhibit "A" attached hereto and incorporated for reference herein.

SECTION 3: That the Director of Community Development is further authorized and directed to make the necessary textual changes to the City's Comprehensive Plan in order to reflect the above-stated changes and transmit same to the reviewing agencies.

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

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

SECTION 6: 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 City 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. No development orders, development permits, or development dependent on this amendment may be issued or commence before it has become effective.

PASSED, APPROVED, ON FIRST READING this 25<sup>th</sup> day of August, 2021.

PASSED, APPROVED, AND ADOPTED ON SECOND READING this 27<sup>th</sup> day of October, 2021.

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MICHELLE J. GOMEZ,  
MAYOR

ATTEST:

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JENNIFER JOHNSON, CMC  
CITY CLERK

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

---

JOHN R. HERIN JR.  
CITY ATTORNEY

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

Exhibit "A"

PROPERTY RIGHTS ELEMENT

VOLUME I: GOALS, OBJECTIVES & POLICIES

City of Tamarac

## **PROPERTY RIGHTS ELEMENT**

### **GOAL**

The City of Tamarac will respect judicially acknowledged and constitutionally protected private property rights, to ensure that private property rights are considered in local decisionmaking.

### **Objective 1**

In order to promote orderly growth and development, the City will ensure private property rights are considered in all local decisionmaking and will not be limited to only decisions related to growth and development, through the adoption, maintenance and implementation of its Property Rights Element.

#### **Monitoring and Evaluation:**

- The efforts of the City to implement the statement of rights in accordance with Florida Statutes 163.3177(6)(i). This objective shall be implemented by its policies.

Policy 1.1 The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy 1.2 The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy 1.3 The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy 1.4 The right of a property owner to dispose of his or her property through sale or gift.

## CHAPTER 2021-195

### Committee Substitute for Committee Substitute for Committee Substitute for House Bill No. 59

An act relating to growth management; amending s. 163.3167, F.S.; specifying requirements for certain comprehensive plans effective, rather than adopted, after a specified date and for associated land development regulations; amending s. 163.3177, F.S.; requiring local governments to include a property rights element in their comprehensive plans; providing a statement of rights which a local government may use; requiring a local government to adopt a property rights element by the earlier of its adoption of its next proposed plan amendment initiated after a certain date or the next scheduled evaluation and appraisal of its comprehensive plan; prohibiting a local government's property rights element from conflicting with the statement of rights contained in the act; amending s. 163.3237, F.S.; providing that the consent of certain property owners is not required for development agreement changes under certain circumstances; providing an exception; amending s. 337.25, F.S.; requiring the Department of Transportation to afford a right of first refusal to certain individuals under specified circumstances; providing requirements and procedures for the right of first refusal; amending s. 380.06, F.S.; authorizing certain developments of regional impact agreements to be amended under certain circumstances; providing retroactive applicability; providing a declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (3) of section 163.3167, Florida Statutes, is amended to read:

163.3167 Scope of act.—

(3) A municipality established after the effective date of this act shall, within 1 year after incorporation, establish a local planning agency, pursuant to s. 163.3174, and prepare and adopt a comprehensive plan of the type and in the manner set out in this act within 3 years after the date of such incorporation. A county comprehensive plan is controlling until the municipality adopts a comprehensive plan in accordance with this act. A comprehensive plan for a newly incorporated municipality which becomes effective adopted after January 1, 2016 ~~2019~~, and all land development regulations adopted to implement the comprehensive plan must incorporate each development order existing before the comprehensive plan's effective date, may not impair the completion of a development in accordance with such existing development order, and must vest the density and intensity approved by such development order existing on the effective date of the comprehensive plan without limitation or modification.

Section 2. Paragraph (i) is added to subsection (6) of section 163.3177, Florida Statutes, to read:

163.3177 Required and optional elements of comprehensive plan; studies and surveys.—

(6) In addition to the requirements of subsections (1)-(5), the comprehensive plan shall include the following elements:

(i)1. In accordance with the legislative intent expressed in ss. 163.3161(10) and 187.101(3) that governmental entities respect judicially acknowledged and constitutionally protected private property rights, each local government shall include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decisionmaking. A local government may adopt its own property rights element or use the following statement of rights:

The following rights shall be considered in local decisionmaking:

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

4. The right of a property owner to dispose of his or her property through sale or gift.

2. Each local government must adopt a property rights element in its comprehensive plan by the earlier of the date of its adoption of its next proposed plan amendment that is initiated after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan pursuant to s. 163.3191. If a local government adopts its own property rights element, the element may not conflict with the statement of rights provided in subparagraph 1.

Section 3. Section 163.3237, Florida Statutes, is amended to read:

163.3237 Amendment or cancellation of a development agreement.—A development agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest. A party or its designated successor in interest to a development agreement and a local government may amend or cancel a development agreement without securing the consent of other parcel owners whose property was originally subject to the development agreement, unless the amendment or

cancellation directly modifies the allowable uses or entitlements of such owners' property.

Section 4. Subsection (4) of section 337.25, Florida Statutes, is amended to read:

337.25 Acquisition, lease, and disposal of real and personal property.

(4) The department may convey, in the name of the state, any land, building, or other property, real or personal, which was acquired under subsection (1) and which the department has determined is not needed for the construction, operation, and maintenance of a transportation facility. When such a determination has been made, property may be disposed of through negotiations, sealed competitive bids, auctions, or any other means the department deems to be in its best interest, with due advertisement for property valued by the department at greater than \$10,000. A sale may not occur at a price less than the department's current estimate of value, except as provided in paragraphs (a)-(d). The department may afford a right of first refusal to the local government or other political subdivision in the jurisdiction in which the parcel is situated, except in a conveyance transacted under paragraph (a), paragraph (c), or paragraph (e). Notwithstanding any provision of this section to the contrary, before any conveyance under this subsection may be made, except a conveyance under paragraph (a) or paragraph (c), the department shall first afford a right of first refusal to the previous property owner for the department's current estimate of value of the property. The right of first refusal must be made in writing and sent to the previous owner via certified mail or hand delivery, effective upon receipt. The right of first refusal must provide the previous owner with a minimum of 30 days to exercise the right in writing and must be sent to the originator of the offer by certified mail or hand delivery, effective upon dispatch. If the previous owner exercises his or her right of first refusal, the previous owner has a minimum of 90 days to close on the property. The right of first refusal set forth in this subsection may not be required for the disposal of property acquired more than 10 years before the date of disposition by the department.

(a) If the property has been donated to the state for transportation purposes and a transportation facility has not been constructed for at least 5 years, plans have not been prepared for the construction of such facility, and the property is not located in a transportation corridor, the governmental entity may authorize reconveyance of the donated property for no consideration to the original donor or the donor's heirs, successors, assigns, or representatives.

(b) If the property is to be used for a public purpose, the property may be conveyed without consideration to a governmental entity.

(c) If the property was originally acquired specifically to provide replacement housing for persons displaced by transportation projects, the department may negotiate for the sale of such property as replacement

housing. As compensation, the state shall receive at least its investment in such property or the department's current estimate of value, whichever is lower. It is expressly intended that this benefit be extended only to persons actually displaced by the project. Dispositions to any other person must be for at least the department's current estimate of value.

(d) If the department determines that the property requires significant costs to be incurred or that continued ownership of the property exposes the department to significant liability risks, the department may use the projected maintenance costs over the next 10 years to offset the property's value in establishing a value for disposal of the property, even if that value is zero.

(e) If, at the discretion of the department, a sale to a person other than an abutting property owner would be inequitable, the property may be sold to the abutting owner for the department's current estimate of value.

Section 5. Paragraph (d) of subsection (4) of section 380.06, Florida Statutes, is amended to read:

380.06 Developments of regional impact.—

(4) LOCAL GOVERNMENT DEVELOPMENT ORDER.—

(d) Any agreement entered into by the state land planning agency, the developer, and the local government with respect to an approved development of regional impact previously classified as essentially built out, or any other official determination that an approved development of regional impact is essentially built out, remains valid unless it expired on or before April 6, 2018, and may be amended pursuant to the processes adopted by the local government for amending development orders. Any such agreement or amendment may authorize the developer to exchange approved land uses, subject to demonstrating that the exchange will not increase impacts to public facilities. This paragraph applies to all such agreements and amendments effective on or after April 6, 2018.

Section 6. The Legislature finds and declares that this act fulfills an important state interest.

Section 7. This act shall take effect July 1, 2021.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.

**Ron DeSantis**  
GOVERNOR



**Dane Eagle**  
SECRETARY

October 8, 2021

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

Dear Mayor Gomez:

The Department of Economic Opportunity ("Department") has reviewed the City of Tamarac proposed comprehensive plan amendment (Amendment No. 21-01ESR), received on September 9, 2021, pursuant to the expedited state review process in Section 163.3184(2)(3), Florida Statutes (F.S.). We have identified no comment related to adverse impacts to important state resources and facilities within the Department's authorized scope of review.

We are, however, providing a technical assistance comment consistent with Section 163.3168(3), F.S. The technical assistance comment will not form the basis of a challenge. It is offered either as a suggestion which can strengthen the City's comprehensive plan in order to foster a vibrant, healthy community or is technical in nature and designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S. The technical assistance comment is:

- ***The City has proposed its own property rights element that includes a proposed Goal that references respecting private property rights and ensuring they are considered in local decisionmaking. However, Objective 1 of that Goal states that the City "intends to promote orderly growth and development through its Property Rights Element." The proposed Objective 1 should be revised to clarify the Goal of ensuring private property rights will be considered in all local decisionmaking and will not be limited to only decisions related to growth and development.***

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

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.FloridaJobs.org](http://www.FloridaJobs.org)  
[www.twitter.com/FLDEO](https://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](https://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.

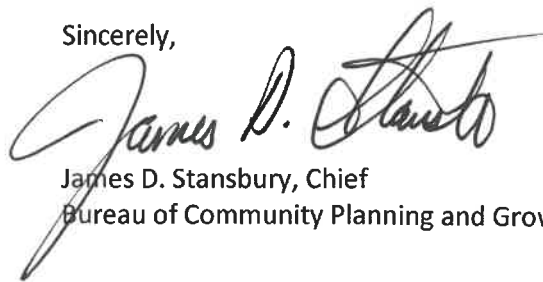


comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **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.

If you have any questions concerning this review, please contact Matthew Preston, Planning Analyst, by telephone at (850) 717-8490 or by email at [matt.preston@deo.myflorida.com](mailto:matt.preston@deo.myflorida.com).

Sincerely,

A handwritten signature in black ink, appearing to read "James D. Stansbury". The signature is fluid and cursive, with a large initial "J" and "S".

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

JDS/mp

Enclosure(s): Procedures for Adoption

cc: Maxine A. Calloway, AICP, Director of Community Development, 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 electronically using the Department's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**"

(<https://floridajobs.secure.force.com/cp/>) or 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.



## **Title - Discussion and possible direction regarding proposed changes to the Code of Ordinances**

### *Requested by Commissioner Gelin*

1. Clarifying that conduct of commercial activity in a residential area is strictly prohibited; establishing a penalty for violation as the largest fine which a city may impose under Florida law against both the promoter of the commercial activity and the owner of the property on which it is occurring and authorizing the Police, Code Enforcement, Fire Department or any other lawful authority to enforce this prohibition. Enforcement shall include immediately ceasing the unlawful commercial activity, clearing the premises, impounding any vehicles unlawfully parked, and impounding any property being used to promote the unlawful commercial activity for use as evidence in a forfeiture proceeding.
2. Amend Section 10-5(J)(5) stating that any matter that is withdrawn prior to the public hearing, or denied by the Commission or Planning Board, cannot be resubmitted to the City for 18 months
3. Amending the City's Code to clarify that only the City Commission can grant an extension for a Land Use Plan Amendment (LUPA) or Rezoning application consistent with F.S. 163.3184 3 C1 & 4E1



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

*Requested by Commissioner Bolton*