



CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING
City Hall - Commission Chambers
January 8, 2014

CALL TO ORDER:

7:00 P.M.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Vice Mayor Michelle J. Gomez

INTRODUCTION

1. PROCLAMATIONS AND PRESENTATIONS:

a. [Broward County Diversity Community Month Proclamation](#)

Presentation of a proclamation by Mayor Beth Talabisco proclaiming January 2014 as "Broward County Diversity Community Month". (Requested by Mayor Beth Talabisco)

2. CITY COMMISSION REPORTS

a. Commissioner Bushnell

b. Vice Mayor Gomez

c. Commissioner Glasser

d. Commissioner Dressler

e. Mayor Talabisco

3. CITY ATTORNEY REPORT

4. CITY MANAGER REPORT

5. PUBLIC PARTICIPATION

Any member of the public may speak to any issue that is not agendized for public hearing at this meeting. Speakers will be limited to three minutes during this item and at public hearings. There will be a thirty (30) minute aggregate time limit for this item, and speakers are encouraged to sign up in advance with the City Clerk prior to their participation.

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.

ANNOUNCEMENT OF TIME ALLOCATIONS-MOTIONS TO TABLE

The Chair at this time will announce those items that have been given a specific time to be heard, and will entertain

motions from the Commission members to table those items that require research. The Commission may agendize by majority consent matters of an urgent nature which have come to the Commission's attention after publication.

6. 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 December 11, 2013 Regular Commission Meeting Minutes

Approval of the December 11, 2013 Regular Commission Meeting Minutes

b. TR12437 - Approval of HOME 13/14 Interlocal Agreement

A Resolution of the City Commission of the City of Tamarac, Florida, accepting the 2013-2014 fiscal year Home Investment Partnership ("HOME") funds; authorizing the appropriate City officials to execute an Interlocal Agreement for the designation of subrecipient and disbursement HOME program, fiscal year 2013-2014, with Broward County and subsequent agreements, if necessary, pending legal review; providing for conflicts; providing for severability; and providing for an effective date.

c. TR12435 - Chartwell Memory Care WSDA

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to accept and execute a Second Amendment To The Water and Sewer Developer's Agreement with Tamarac Acquisitions LLC, for the Chartwell Memory Care Project, located at 7640 N. University Drive, requiring an additional 8 ERC's for water and an additional 8 ERC's for sewer; requiring additional payment of \$13,600.00 for water and \$17,600.00 for sewer; requiring a total additional payment of \$31,200.00 in CIAC Fees; authorizing and directing the City Clerk to record said agreement in the public records of Broward County; providing for conflicts; providing for severability; and providing for an effective date.

d. TR12436 - Approving Amendment #11 to Agreement with Ronald L. Book for Lobbying Services

A Resolution of the City Commission of the City of Tamarac, Florida; approving Amendment #11 to the Agreement between the City of Tamarac and Ronald L. Book, P.A. for Lobbying Services, extending the Agreement through January 26, 2015, at a cost not to exceed Fifty-Nine Thousand Four Hundred Dollars (\$59,400.00) per year; authorizing the appropriate City Officials to execute the Amendment to the Agreement for Lobbying Services; providing for conflicts; providing for severability; and providing for an effective date.

7. REGULAR AGENDA

8. ORDINANCE(S) - FIRST READING

9. PUBLIC HEARING(S)

a. TR12420 FY 13/14 CDBG Action Plan Amendment

A Resolution of the City Commission of the City of Tamarac, Florida, approving a first amendment to the fiscal year 2013/2014 Annual Action Plan for expenditure of the U.S. Housing and Urban Development Community Development Block Grant funds for the fourteenth program year to provide for reallocation of funds and addition of two activities; providing for conflict; providing for severability; and providing for an effective date.

10. ORDINANCE(S) - SECOND READING

11. QUASI-JUDICIAL HEARING(S)

a. TR12440 - University Hospital Helipad - Major Revised Site Plan

A Resolution of the City Commission of the City of Tamarac, Florida, granting Major Revised Site

Plan approval for the University Hospital and Medical Center Helipad project, to allow for the construction of a helipad to serve the medical needs of the adjacent medical center, for the property located on the west side of University Drive, east of N.W. 80 avenue at 7201 North University Drive (specifically Parcels B, C, and D, of University Hospital according to the plat thereof as recorded in Plat Book 102, Page 50, of the public records of Broward County, Florida) (Case No. 24-SP-13); providing for conflicts; providing for severability; and providing for an effective date

b. TR12441 - 7800 Building - Special Exception

A Resolution of the City Commission of the City of Tamarac, Florida, approving a Special Exception (with conditions) petition to allow for the use of an adult daycare facility within a B -3 (General Business District) Zoning District; for the subject property located at 7800 University Drive (specifically, Lots 22 and 23, Block 11, of the Lyons Commercial Subdivision No. 3, according to the Plat thereof, as recorded in Plat Book 76, Page 31, of the public records of Broward County, Florida) pursuant to Section 24-434 of the Tamarac Code of Ordinances; (Case No. 11-Z-13) providing for conflicts; providing for severability; and providing for an effective date

12. OTHER

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

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

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

A handwritten signature in blue ink that reads "Patricia Teufel". The signature is fluid and cursive, with the first name "Patricia" and last name "Teufel" clearly legible.

Patricia Teufel, CMC
City Clerk



Title - 7:00 P.M.

7:00 P.M.

ATTACHMENTS:

Name:

Description:

No Attachments Available



Title - Vice Mayor Michelle J. Gomez

Vice Mayor Michelle J. Gomez

ATTACHMENTS:

Name:

Description:

No Attachments Available



Title - Broward County Diversity Community Month Proclamation

Presentation of a proclamation by Mayor Beth Talabisco proclaiming January 2014 as "Broward County Diversity Community Month". (Requested by Mayor Beth Talabisco)

ATTACHMENTS:

Name:

 [Broward County Diversity Community Month.doc](#)

Description:

Broward County Diversity Community Month Proclamation



Requested by Mayor Beth Talabisco

WHEREAS, the Broward County Diversity Advisory Council has provided, since its founding in 1990 as the Broward County Multi-Ethnic Advisory Board, leadership in diversity and inclusion; and,

WHEREAS, the Broward County Diversity Advisory Council has joined with public and private organizations in community partnership, since 2002, to acknowledge, celebrate, value, embrace and respect Broward County's documented diversity; and,

WHEREAS, partnering agencies work together to improve inter-ethnic relations, multi-cultural dialogue, and inclusive economic, social and political opportunities for each of Broward's 1.8 million citizens; and,

WHEREAS, Broward County has over 204 nations represented, and over 130 languages spoken or known, by our students and their parents (The School Board of Broward County); and,

WHEREAS, over the past 20 years, the Broward County Diversity Advisory Council has helped Broward County recognize, embrace and respect Broward's rich diversity, moving the county closer to becoming a "Culture of Inclusion" at every level of community life.

NOW, THEREFORE, I, Beth Talabisco, Mayor of the City of Tamarac, Broward County, Florida, hereby designates the month of January 2014 as

"BROWARD COUNTY DIVERSITY COMMUNITY MONTH"

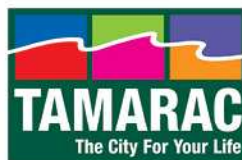
in the City of Tamarac and urge all residents to welcome those of different cultures into our city.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 8th day of January, 2014.

Beth Talabisco

Beth Talabisco, MAYOR






Title - Approval of the December 11, 2013 Regular Commission Meeting Minutes

Approval of the December 11, 2013 Regular Commission Meeting Minutes

ATTACHMENTS:

Name:

Description:

 [121113.doc](#)

December 11, 2013 Regular Commission Meeting Minutes

CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING
WEDNESDAY, DECEMBER 11, 2013

CALL TO ORDER: Mayor Beth Talabisco called the Regular Commission Meeting of the City Commission to order at 7:03 p.m. on Wednesday, December 11, 2013 in City Commission Chambers, Tamarac City Hall, 7525 NW 88th Avenue, Tamarac, FL 33321.

ROLL CALL: Mayor Beth Talabisco, Vice Mayor Michelle J. Gomez, Commissioner Pamela Bushnell, Commissioner Diane Glasser and Commissioner Harry Dressler were in attendance.

Also in attendance were City Manager Michael Cernech, City Attorney Samuel Goren and City Clerk Patricia Teufel.

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

1. PROCLAMATIONS AND PRESENTATIONS:

Mayor Talabisco moved out of order to take up Item 1 (b) as Ms. Thomas was not yet present.

b. Presentation of a proclamation by Mayor Beth Talabisco proclaiming January 17, 2014 as "Arbor Day". (Requested by Public Services Director Jack Strain)

c. Recognition of the City's 50th Anniversary Committee (Requested by Mayor Beth Talabisco)

Mayor Talabisco moved back into the order of business to take up Item 1(a) as Ms. Thomas arrived.

a. Presentation to the Mayor and Commission of a Plaque Recognizing Tamarac for 50 Years of Service to the Community by Barbara Thomas of the Chi Psi Omega Chapter of Alpha Kappa Alpha Sorority, Inc.

2. CITY COMMISSION REPORTS:

a. Commissioner Bushnell: Reported that she did face painting for the West Children's Village walk; commended the United Way Committee and City employees for raising approximately \$30,000; attended the Turkey Troy, Volunteer Luncheon and the Employee Holiday Luncheon. Commissioner Bushnell welcomed Maxine Calloway as the new Community Development Director and wished everyone a Happy Holiday.

b. Vice Mayor Gomez: Expressed regret that she was unable to attend the West Children's Village walk; attended the Turkey Trot, Volunteer Luncheon, Employee Holiday Luncheon, Chamber of Commerce Gala Award Ceremony, All American Hanukkah Luncheon, Ethics training session on November 26th as well as various Community and HOA meetings and asked staff to look into the legislation that is attempting to take away home rule. Vice Mayor Gomez wished everyone a Merry Christmas and Healthy New Year.

c. Commissioner Glasser: Commissioner Glasser said she attended many of the same events that Commissioner Bushnell and Vice Mayor Gomez mentioned and commented that the Holiday Lighting Ceremony on December 4th was spectacular.

d. Commissioner Dressler: Commissioner Dressler said this is the final meeting of the year and looking back the Commission has succeeded in meeting the City of Tamarac's strategic plan and objectives, thanked staff for being able to achieve this goal and talked about Tamarac receiving the prestigious Palladium Award. Commissioner Dressler wished everyone a healthy and prosperous holiday season and commented that he is looking forward to working with everyone in 2014.

e. Mayor Talabisco: Mayor Talabisco attended the Turkey Trot, Holiday Lighting Ceremony, Chamber of Commerce event, a "Safety for Seniors" seminar sponsored by the MPO and the Florida League of Cities Board of Directors. Mayor Talabisco asked City Attorney Goren to give the Commission an update on the Inspector General meeting that is coming up with the Ethics Task Force. Mayor Talabisco said that one of the missions of President Starkey is to work more effectively with small businesses and the league has put out a brochure that the Commission can use when they are out and about in the community.

Mayor Talabisco announced that Tamarac has been awarded the Florida League of Cities Florida Municipal Achievement Award in the Measured Success Category "Communicating Your City's Celebration" and said the award will be presented to the Commission at a future meeting. Mayor Talabisco said that what better way to end the year with this award, the Palladium award and the United Way Program where the employees raised over \$30,000 for the United Way. Mayor Talabisco welcomed Maxine Calloway as the new Director of Community Development and wished everyone a Happy and Healthy New Year.

A representative of Alcee Hastings Office addressed the Commission and said she wanted to let people know that his office is taking calls to assist people with questions about the Affordable Care Act and can be reached at 954-733-2800.

3. CITY ATTORNEY REPORT: The Commission congratulated City Attorney Goren and his wife, Shelly, for becoming first time grandparents on the birth of Jonah Goren who was born last Saturday evening in Philadelphia.

City Attorney Goren said the Inspector General Selection Committee met this past month and the Inspector General was given high marks. At that time Counsel for the IG presented a PowerPoint presentation, a copy of which has already been provided to the Commission. A few weeks after the Selection Committee meeting City Attorney Goren met with John Scott and it was agreed that they would meet with General Counsel. City Attorney Goren said that if there was a misrepresentation or misunderstanding with regards to the intentions of the IG in said PowerPoint he apologizes as it was not the intention of the IG to change the world per se but to simply open the door to conversation with regards to the Ethics Code which has some flaws and requires some future codification. A request was made by the Ethics Task Force and by the League to actually ask the IG to come to a meeting of the League sometime in January to clarify some of the recommendations in connection with some form of change that would redirect some of the flaws that were created during the course of the drafting of the Ethics Code a few years ago. City Attorney Goren said the IG will meet, along with General Counsel and Ethics Counsel, on January 8th, at 12:00 p.m., in Room 501 of the

Broward County Governmental Center. The IG has agreed to have a conversation with the League about the PowerPoint for the purpose of future change that might be needed to refine or otherwise modify the Broward County Ethics Code. The League has taken several positions with regards to investigations and other matters that were relevant to opening and closing investigations, as well as tipsters and related issues. City Attorney Goren said the County Commission is studying whether to change the Charter to actually modify the Ethics Code. The Charter requires Cities to comply with the Charter provision adopted in 2010. The League will be developing and exchanging dialogue with the IG to try to suggest changes to the Ethics Code to the County Commission. Expectations are to get potential Charter changes on the November 2014 ballot. The Broward County Commission can modify the code to be fairer to cities. Commissioner Dressler asked City Attorney Goren and Commissioner Bushnell to pass on to the Broward League one of the issues that creates a lot of problems for cities is that the ethical standard by which behavior would be judged or benchmarked is not clear. Commissioner Dressler said his suggestion would be to use as a standard for behavior the same policies and practices of fiduciaries. The County Commission and the Broward League should look very carefully at those well-established fiduciary policies and practices. Commissioner Bushnell said people are either ethical or not and the issues that are of concern are the broad brush that the IG is using to go into areas that we don't think he has the authority to go into and the fact that he is investigating by way of anonymous tips is clearly a concern because people can have no defense against such accusations. Commissioner Bushnell said another concern is that we are not allowed to use our City Attorney to give us an opinion in order for us to do the right thing. City Attorney Goren said some of the issues that the League has is jurisdiction over CRA's, tipsters and there being no process or procedure to advise a potential target that they are being investigated. The larger issue is that the IG has a series of recommendations to change the Ethics Code itself and there is no central depository for opinion giving. City Attorney Goren said it looks like the IG has an interest doing the right thing.

City Attorney Goren said at the Workshop on Monday the issue of street canvassers and solicitors was discussed and he would like to clarify some points and start the legal ball rolling in the right direction. City Attorney Goren said the City of Pembroke Pines recently adopted a street canvassing ordinance and was the subject matter of a lawsuit filed in Federal Court. The Federal Court on November 21st entered a Final Judgment in favor of the Pembroke Pines Ordinance. City Attorney Goren talked about the approach Pembroke Pines took to coordinate with police, city staff as well as the City Attorney to conduct studies and analyze data related to traffic accidents at certain intersections in Pembroke Pines. There was also an assessment of the safety risks of having pedestrians in the medians on heavily travelled roadways. There was a review of data on crash statistics involving 65 pedestrians killed on roadways in Broward County. There was a review of statistics which demonstrated that South Florida was one of the most dangerous pedestrian areas in the country and lastly they reviewed the documentation which revealed that 43 canvassers had been seriously injured or killed while sitting or standing in medians, including 3 South Florida newspaper vendors. The Pembroke Pines Police Captain spoke with representatives of the City's Planning Division and the City Attorney's Office to discuss findings and results of the analytical research on rights-of-way canvassing and soliciting. City Attorney Goren said he is putting this item on the record to ask if the City Commission would like BSO, City Administration and the Planning Board to open the door to study the issue before putting forth an ordinance. This ordinance would be a regulation of all street solicitors and all canvassers in Tamarac's streets and it is not just a study of issue of fatalities affecting street solicitors and canvassers but

other pedestrian activity as well. If directed by the Commission this evening staff will bring back a report that will be the premise for an ordinance at some future time. Commissioner Dressler seconded by Vice Mayor Gomez moved to authorize City Administration to study and evaluate street canvassing and soliciting in the City of Tamarac. Motion passed unanimously (5-0). City Attorney Goren said staff will work diligently to bring something back to the Commission during the first quarter of the year. City Attorney Goren wished everyone a Happy Holiday and thanked the Commission for their good wishes on the birth of his first grandchild.

Commissioner Dressler said that it is the opinion of the Broward League of Cities that the IG has exceeded his authority in at least three separate areas and this is consistent with his view that the structure of the Ethics Code is grossly flawed and he is happy to hear that it is in the process of being clarified. City Attorney Goren said the IG truly has an interest in doing the right thing and he will report back to the Commission with periodic updates.

4. CITY MANAGER REPORT: City Manager Cernech thanked the Commission for the support they have shown the City's employees over the years with the United Way Drive. Each year our employees are more generous than the year before and a goal to raise \$28,000 was set and exceeded as a little over \$30,000 was raised. City Manager Cernech thanked Economic Development Manager Ana Zeinieh and Assistant Parks & Recreation Director Linda Probert for the tremendous job they did co-chairing the drive.

City Manager Cernech welcomed Maxine Calloway as the new Director of Community Development and said Ms. Calloway held that position for the City of North Miami for 17 years. City Manager Cernech added that we will also be saying goodbye to Management Analyst II Bernadette Hughes who is leaving to be the Assistant to the Coconut Creek City Manager.

City Manager Cernech reported that after going through the recertification process with the Building Code Effectiveness Grading Classification, Tamarac has been reclassified with a lower classification of 3 on residential properties and A-3 on commercial properties and noted that the lower the number the better. City Manager Cernech congratulated IT Director Levent Sucuoglu on being appointed to the Florida League of Cities/Technology Leadership Committee where he will be assisting the League President develop and implement a plan for identifying and showcasing technology innovations that will significantly impact local governments over the next 10 years.

City Manager Cernech said that statistics show that Tamarac's focus on crime prevention and increased visibility is making a difference and compared to last year overall crime is down 15%. To continue this trend some 70 members of the Public Services, Utilities and Public Works departments underwent training by Chief Glassman and his staff on how to heighten awareness of their surroundings while performing their normal duties. Staff will not be asked to intercede but instead make a call to BSO and further training will be conducted with appropriate staff in the near future.

City Manager Cernech said he is pleased to report that Tamarac has been awarded the Florida League of Cities Florida Municipal Achievement Award in the Measured Success Category "Communicating Your City's Celebration".

Past Events: The Turkey Trot had 1,628 runners registered; approximately 350 people attended the Light Up Tamarac – Holiday Lighting Ceremony and the Community Garage Sale had 92 vendors and hundreds of shoppers.

City Manager Cernech said Public Services has announced that Tamarac along with Coconut Creek, Coral Springs, Ft. Lauderdale and Pompano Beach have contracted with Clean Harbors Environmental Services to hold household waste and electronic drop off events. The five cities will each hold two annual events and residents from all five cities can participate in any event. Tamarac and Pompano Beach have held the first two events and attracted between 130 & 150 users each. The next collection will be held in Coral Springs on Saturday February 1, 2014 all other dates and locations will be posted on the City's website. City Manager Cernech reported that Fire Station 78 on Commercial Boulevard is scheduled for demolition in the Fall of 2014 and a new Fire Station will be built on the same site with a completion date in the Spring of 2016.

City Manager Cernech said the Tamarac Chamber of Commerce Gala was a terrific event, thanked Peter Mason for acknowledging the City of Tamarac and commented that the Chamber has a bright future and the City will continue to work with them to make sure they are successful.

City Manager Cernech said that Colony West Country Club is scheduled to open for golfing only on December 15th. Billy Casper has worked up a comprehensive green fees and package fees structure which also includes rates for Tamarac Residents. Billy Casper is continuing to hire employees and making renovations to the bar and the Golf Course should be up and running as a full service facility shortly. City Manager Cernech talked briefly about his memo to the Commission regarding the Summary of Purchases for Colony West Golf Course (a copy of which is on file in the City Clerk's Office). City Manager Cernech wished everyone Happy Holidays.

5. PUBLIC PARTICIPATION: Mayor Talabisco opened Public Participation and the following individuals spoke: Patti Lynn, 6411 NW 58th Street, thanked BSO and Vice Mayor Gomez for attending their HOA meeting and asked the City to reconsider the code as it applies to the use of carports. City Clerk Teufel distributed a packet of pictures submitted by Ms. Lynn to the Commission for their review (a copy is on file in the City Clerk's Office).

6. CONSENT AGENDA: Mayor Talabisco asked City Manager Cernech if there were any changes/additions to the Consent Agenda. City Manager Cernech said as discussed TR12438 – Director of Community Development Appointment – is being added to the Consent Agenda as item 6 (h). City Attorney Goren read TR12438 by title into the record. Vice Mayor Gomez seconded by Commissioner Bushnell moved to add TR12438 to the Consent Agenda as Item 6 (h). Motion passed unanimously (5-0). Vice Mayor Gomez seconded by Commissioner Bushnell moved approval of the Consent Agenda as amended. Motion passed unanimously (5-0).

a. Approval of the November 13, 2013 Regular Commission Meeting Minutes - **APPROVED**

b. TR12423 - Purchase of Pumps and Appurtenances from Hydra Service, Inc.: A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to designate Hydra Service, Inc., as a sole source provider for pumps and

appurtenances utilized at fifty-two (52) 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 \$95,000 for Fiscal Year 2014; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2013-122

c. TR12429 - Appointing a Regular Member to the Parks and Recreation Board: A Resolution of the City Commission of the City of Tamarac, Florida, appointing a regular member to the Parks and Recreation Board to serve a term concurrent with the appointing Commissioner or until such time as new appointments are made; providing for conflicts; providing for severability; and providing an effective date.

RESOLUTION R-2013-123

d. TR12430 - Rescue Vehicles Purchase 2014: A Resolution of the City Commission of the City of Tamarac, Florida authorizing the purchase of two (2) 2014 Horton model 623 advanced life support rescue vehicles built on a 2014 international 4300LP crew cab chassis, Horton Emergency Vehicles Company, from Hall-Mark Fire Apparatus, Inc., under the Florida Fire Chiefs' Association, Florida Sheriffs' Association & Florida Association of counties bid award announcement no. #11-10-1202, specification 02, through the use of a financial lease, at a total cost not to exceed \$546,916.00; authorizing the disposal of two (2) outdated rescue vehicles; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2013-124

e. TR 12431 - Award Bid No. 13-19B for 108th Drainage Improvement Project: A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 13-19B to and approving an agreement with FHP Tectonics Corporation for the NW 108th Terrace/NW 80th Street Drainage Improvement Project between McNab Road and Nob Hill Road, in accordance with Bid No. 13-19B for a contract amount of \$533,134.64; a contingency in the amount of \$53,313.46 will be added to the project account, for a total project budget of \$586,448.10; authorizing an expenditure from the appropriate accounts; authorizing budget amendments for proper accounting purposes; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2013-125

f. TR 12432 - Award Bid No. 13-20B 108th Pavement Improvement Project: A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 13-20B to and approving an Agreement with Asphalt Paving Systems, Inc. for the NW 108th Terrace/NW 80th Street Pavement Improvement Project between McNab Road and Nob Hill Road, in accordance with Bid No. 13-20B for a contract amount of \$1,179,370.00; a contingency in the amount of \$58,968.50 will be added to the project account, for a total project budget of \$1,238,338.50; authorizing an expenditure from the appropriate accounts; authorizing budget amendments for proper accounting purposes; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2013-126

g. TR12433 - State Chart of Accounts: A Resolution of the City Commission of the City of Tamarac, Florida, urging members of the Florida Legislature to oppose legislation that would mandate the use of a Uniform Chart of Accounts for all governmental entities to report financial information; directing the city clerk to transmit a copy of this resolution to the

Governor, the Broward Legislative Delegation and other members of the Florida Legislature, the Broward League of Cities, the Florida League of Cities, each of the municipalities in Broward County, and the Board of County Commissioners for Broward County; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2013-127

h. TR12438 – Director of Community Development Appointment: A Resolution of the City Commission of the City of Tamarac, Florida, appointing Maxine Calloway as Director of Community Development, effective January 6, 2014, or at such date as is mutually agreed upon; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2013-128

7. REGULAR AGENDA: There were no Regular Agenda items scheduled for this meeting.

8. ORDINANCE(S) - FIRST READING: There were no Ordinance(s) – First Reading items scheduled for this meeting.

9. PUBLIC HEARING(S):

a. TR12409 - Approval of FY 12/13 CDBG Consolidated Annual Performance Evaluation Report: A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to approve the Consolidated Annual Performance Evaluation Report (CAPER FY2012-2013) for the U.S. Department of Housing & Urban Development (HUD)'s Community Development Block Grant (CDBG) Programs for HUD's Fiscal Year 2012-2013; Case No. 17-MI-13; providing for conflicts; providing for severability; and providing for an effective date. Commissioner Dressler seconded by Vice Mayor Gomez moved approval of TR12409. City Attorney Goren read TR12409 by title into the record. Mayor Talabisco opened the public hearing and with no one wishing to speak, closed the public hearing.

Motion passed unanimously (5-0).

RESOLUTION R-2013-129

10. ORDINANCE(S) - SECOND READING: There were no Ordinance(s) – Second Reading items scheduled for this meeting.

11. QUASI-JUDICIAL HEARING(S):

a. TR12422 - Tamarac Mainlands Park: New Development Site Plan: A Resolution of the City Commission of the City of Tamarac, Florida, granting New Development Site Plan approval to allow for the development of a passive park with fitness stations, a restroom facility, walking/jogging trails, water bodies, a fishing pier and associated parking for the Tamarac Mainlands Park property (specifically all of Tracts D and E, Monterey by Prestige, according to the Plat thereof as recorded in Plat Book 178, Page 119 of the public records of Broward County, Florida); (Case No. 18-SP-13); providing for conflicts; providing for severability; and providing for an effective date. Vice Mayor Gomez seconded by Commissioner Glasser moved approval of TR12422. City Attorney Goren read TR12422 by title into the record. City Attorney Goren went over the Quasi-Judicial proceedings and City Clerk Teufel swore in all affected parties. Interim Community Development Director Frank Zickar appeared and gave staff's presentation (a copy of which is on file in the City Clerk's office) and ended by saying

the Planning Board and staff recommend approval of TR12422. Interim Community Development Director Zickar and Parks & Recreation Director Warner responded to a few questions from the Commission.

Mayor Talabisco opened the public hearing and the following individual spoke: Cynthia Baker, 4621 NW 45th Court, expressed concern that there were not enough security cameras proposed for the new park, talked about separating abutting sprinkler systems, said 17 parking spaces were too many and wanted assurances that the park would remain a passive park. City Manager Cernech, Interim Community Development Director Zickar and Assistant Public Works Director John Doherty addressed Ms. Baker's concerns.

Motion passed unanimously (5-0)

RESOLUTION R-2013-130

12. OTHER BUSINESS:

There being no further business to come before the City Commission, Mayor Talabisco adjourned the meeting at 8:51p.m.

Beth Talabisco, Mayor

Patricia Teufel, CMC
City Clerk



Title - TR12437 - Approval of HOME 13/14 Interlocal Agreement

A Resolution of the City Commission of the City of Tamarac, Florida, accepting the 2013-2014 fiscal year Home Investment Partnership ("HOME") funds; authorizing the appropriate City officials to execute an Interlocal Agreement for the designation of subrecipient and disbursement HOME program, fiscal year 2013-2014, with Broward County and subsequent agreements, if necessary, pending legal review; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Name:

- 📎 [TEMP RESO# 12437-CM Staff Report- FY 12-13 ILA.doc](#)
- 📎 [TEMP RESO 12437 \(HOME 2013-14 FY FUNDS\)-Resolution.doc](#)
- 📎 [HOME ILA Tamarac Housing Rehab 103013.pdf](#)

Description:

- Staff Report
- TR12437 Resolution
- Exhibit A - HOME FY 13/14 Interlocal Agreement

CITY OF TAMARAC
INTEROFFICE MEMORANDUM (13-11-005M)
COMMUNITY DEVELOPMENT

TO: Michael C. Cernech, City Manager DATE: 16 December 2013

**FROM: Frank Zickar, Interim Director of
Community Development**

**RE: HOME – Approval of Interlocal
Agreement - FY 2013/2014
Case No. 21-MI-13
Temp Reso #12437**

Recommendation: The Director of Community Development recommends that the City Commission approve the Interlocal Agreement between Broward County and the City of Tamarac for the administration of the Home Investment Partnership Program (HOME) Program FY 2013/2014 funds.

Issue: Approval of the Interlocal Agreement between Broward County and the City of Tamarac for the City's FY 2013/2014 HOME funds in the amount of \$74,749.00. These funds will be utilized for Home Rehabilitation. It is anticipated that FY 2013-2014 funds will assist in the completion of home rehabilitation activities for 3-5 properties.

Background: The City Commission renewed its participation as a member of the Broward County HOME Consortium on June 14, 2011. The HOME Consortium was created to allow for Broward County to allocate Department of Housing and Urban Development (HUD) funds to local governments in order to undertake housing assistance activities.

Fiscal Year 2013/2014 funds are released by the County through the Consortium. The County has 13 HOME Consortium members that must spend its funds in three year cycles. The FY 2013/2014 Interlocal Agreement with Broward County for the administration of the City's HOME funds is effective for two years from the date of execution of Interlocal Agreements. All of the funds will be committed to income eligible Tamarac households for the rehabilitation of residential properties.

Fiscal Impact: Funding in the amount of \$74,749.00 is appropriated as part of the Fiscal Year 2013/2014 budget process by the County. Funds will be allocated by Broward County on a reimbursement basis. As such these grant funds will not impact the City's general fund.

This agenda item is consistent with the City's Strategic Plan Goal #5; Safe and Vibrant Community.

Frank Zickar, Interim Director

Attachments:

Temporary Resolution #12437

EXHIBIT A – Fiscal Year 2013/2014 Interlocal Agreement

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2014-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, ACCEPTING THE 2013-2014 FISCAL YEAR HOME INVESTMENT PARTNERSHIP (“HOME”) FUNDS; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT FOR THE DESIGNATION OF SUBRECIPIENT AND DISBURSEMENT HOME PROGRAM, FISCAL YEAR 2013-2014, WITH BROWARD COUNTY AND SUBSEQUENT AGREEMENTS, IF NECESSARY, PENDING LEGAL REVIEW; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac (“City”) and Broward County (“County”) are members of the Broward County HOME Consortium (“Consortium”), and are subject to the terms and conditions of the HOME Investment Partnership Program Consortium Cooperation Agreement (“HOME Agreement”) entered into by the City and the County on June 14, 2011; and

WHEREAS, in its representative capacity for members of the Consortium to the Department of Housing and Urban Development (“HUD”), the County is the recipient of HOME funds from HUD, and has allocated these funds to various municipalities within the County, including the City; and

WHEREAS, the City must be designated as HOME subrecipient in order to directly execute contracts for HOME eligible activities; and

WHEREAS, the City Commission desires the City to be designated as a HOME subrecipient and to enter into the Interlocal Agreement with the County for HOME

Program funds for Fiscal Year 2013-2014 in the amount of \$74,749.00, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the citizens and residents of the City of Tamarac to enter into the Interlocal Agreement with the County for the Designation of Subrecipient and Disbursement of HOME Program funds for Fiscal Year 2013-2014.

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

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

SECTION 2: The City Commission approves the designation of the City of Tamarac as a subrecipient for purposes of the HOME Investment Partnership Program Consortium Cooperation Program, and further authorizes the appropriate City officials to execute the Interlocal Agreement with Broward County for Designation of Subrecipient and Disbursement for the HOME Program for Fiscal Year 2013-2014, a copy of which is attached hereto as Exhibit "A".

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

SECTION 4: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or

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

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

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THIS _____ DAY OF _____, 2014.

CITY OF TAMARAC, FLORIDA

BETH TALABISCO, MAYOR

ATTEST:

PATRICIA TEUFEL,
CITY CLERK

B. TALABISCO _____
M. GOMEZ _____
P. BUSHNELL _____
D. GLASSER _____
H. DRESSLER _____

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

CITY ATTORNEY

HOME FUNDS ILA FORM AGREEMENT

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF TAMARAC

for

DISBURSEMENT OF HOME PROGRAM FUNDS FOR HOUSING REHABILITATION -
MINOR HOME REPAIR

FY 2013 - FY 2014 FUNDING

IN THE AMOUNT OF \$74,749.00

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EXHIBITS

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EXHIBIT "G"	REQUEST FOR PAYMENT

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF TAMARAC

for

DISBURSEMENT OF HOME PROGRAM FUNDS FOR HOUSING REHABILITATION -
MINOR HOME REPAIR

FY 2013 - FY 2014 FUNDING

IN THE AMOUNT OF \$74,749.00

This is an Interlocal Agreement ("Agreement"), made and entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

and

CITY OF TAMARAC, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties enter into this Agreement pursuant to Section 163.01, Florida Statutes, also known as the Florida Interlocal Cooperation Act of 1969; and

WHEREAS, the Parties are members of the Broward County HOME Investment Partnership Program Consortium ("HOME Consortium"), and are subject to the terms and conditions of that certain HOME Consortium Agreement entered into by all HOME Consortium members dated June 14, 2011; said HOME Consortium Agreement is incorporated herein by reference; and

WHEREAS, COUNTY, in its representative capacity to the U. S. Department of Housing and Urban Development ("HUD") for all members of the HOME Consortium, is the recipient of HOME Investment Partnership Program grants funds ("HOME Funds") from HUD, and COUNTY desires to allocate a portion of the HOME Funds to various municipalities within the HOME Consortium, including CITY; and

WHEREAS, the Board adopted Resolution #2013-419 dated May 14, 2013, approving funding to CITY under COUNTY's HOME Program, for housing rehabilitation – minor home repair activities in CITY; and

WHEREAS, COUNTY is required to enter into this Agreement with CITY in order for CITY to contract with a third party(ies) to perform HOME eligible activities within CITY; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - This document, Articles 1 through 15, the exhibits and documents that are expressly incorporated herein by reference.
- 1.2 **Board** - The Board of County Commissioners of Broward County, Florida.
- 1.3 **Contract Administrator** - The Contract Administrator for COUNTY is the Director of the Division or the Assistant Director of the Division. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CITY and to manage and supervise execution and completion of the Scope of Services for the Project and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, the Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 **County Administrator** - The administrative head of COUNTY appointed by the Board.
- 1.5 **County Attorney** - The chief legal counsel for COUNTY appointed by the Board.
- 1.6 **Division** - The Housing Finance and Community Development Division.
- 1.7 **HOME** - The HOME Investment Partnerships Program pursuant to the HOME Investment Partnership Act set forth in 24 C.F.R. Part 92.
- 1.8 **HOME Funds** - The HOME Investment Partnerships Grant Funds provided to CITY by COUNTY pursuant to the terms of this Agreement.
- 1.9 **H.U.D.** - The United States Department of Housing and Urban Development.

- 1.10 **Income Eligible Households** - The term Income Eligible Households means one (1) or more natural persons or a family (including students who reside in the household) that have a gross income for the household that does not exceed eighty percent (80%) of the area median income (AMI) adjusted for family size for households within the metropolitan statistical area (MSA) for Broward County.
- 1.11 **Project** - The Project consists of the services described in Article 2.
- 1.12 **Property** - The property(ies) assisted with HOME Funds under this Agreement for the Project.
- 1.13 **Rules and Regulations of H.U.D.** - The rules and regulations of H.U.D., including but not limited to, 24 C.F.R. Part 92 (HOME Investment Partnerships Program Final Rule, revised April 1, 2001), Fair Housing Act - Section 301 of the Housing and Urban-Rural Recovery Act of 1983; Pub. Law No. 98-181, 97 Stat. 1155, CPD Notice 92-18, Procedures for the Cash and Management Information (C/MI) System for the HOME Program, which are incorporated herein by reference.

ARTICLE 2

SCOPE OF SERVICES

- 2.1 CITY shall provide for housing rehabilitation - minor home repair activities, in accordance with the terms of this Agreement, and as outlined in Exhibit "A," Project Description. CITY may contract with a third party to perform individual scopes of work or projects for each Property assisted under this Agreement for Income Eligible Households deemed qualified by CITY in accordance with this Agreement, and consistent with the Rules and Regulations of HUD related to HOME eligible activities.
- 2.2 In accordance with 24 C.F.R. Subpart E, Eligible and Prohibited Activities 92.205 - 92.215, "HOME eligible activities" are defined as Homeowner Rehabilitation, Homebuyer Activities, Rental Housing and Tenant-based Rental Assistance (TBRA). The Project to be implemented by CITY under this Agreement is the Housing Rehabilitation Program.
- 2.3 CITY shall review each Property's scope of work for compliance with the requirements set forth herein prior to any third party contractor performing any work/activities for the Project.

ARTICLE 3

FUNDING

- 3.1 Funding Amount. The maximum amount of FY 2013/2014 HOME Funds provided by COUNTY to CITY under this Agreement shall be set forth in the applicable category below, and further described in Exhibit "B," Costs/Budget for Project. The HOME Funds shall be administered by CITY in accordance with Exhibit "B."

Check applicable category: ☒ Regular HOME Dollars - \$74,749.00
☐ 15% Community Housing Development
Organization (CHDO) set aside \$_____

- 3.2 Regular HOME Dollars means HOME Funds allocated by COUNTY to CITY in accordance with 24 C.F.R. Part 92.2 that are not designated as a fifteen percent (15%) CHDO set aside, as described below, and CITY shall administer the Project and subcontract the performance of the HOME eligible activities to be provided under the Agreement.

CHDO means a Community Housing Development Organization established in accordance with 24 C.F.R. Part 92.2, and approved by COUNTY. CHDO's are established solely to provide access to a certain set-aside of federal HOME program funds and whose primary purpose is to develop affordable housing for CITY. Federal regulations require COUNTY, as the participating jurisdiction, to set aside fifteen percent (15%) of each fiscal year's HOME fund allocation specifically for CHDO development-related activities. If applicable, CITY shall administer the fifteen percent (15%) CHDO set aside in accordance with 24 C.F.R. Subpart G and enter into an agreement with a COUNTY approved CHDO to provide the HOME eligible activities under this Agreement.

In the event HUD reduces the HOME funding allocation to the HOME Consortium, COUNTY shall reduce CITY's allocation proportionately.

ARTICLE 4

CONTRACTS WITH THIRD PARTIES

If CITY elects to contract(s) with a third party, including a COUNTY-approved CHDO, to perform any HOME eligible activities with HOME Funds provided by COUNTY under this Agreement, it shall enter into a written agreement which contains the provisions specified in 24 C.F.R. Part 92.504, and provide a copy of same to COUNTY.

ARTICLE 5

COMPLIANCE WITH REQUIREMENTS

In addition to the general compliance with laws provision set forth in Section 15.12, CITY shall comply with all requirements imposed by the Rules and Regulations of H.U.D. , any other applicable federal and local regulations, as well as, requirements which may be imposed by the HOME Consortium, collectively referred to herein as "HOME Rules and Regulations." Such HOME Rules and Regulations shall be incorporated herein by reference.

ARTICLE 6

TIMETABLE

The term of this Agreement shall commence upon complete execution by the Parties, and shall end September 30, 2015, as further described in Exhibit "C," Timetable/Schedule for Project, unless extended or terminated earlier as provided for herein. This Agreement may be extended by the Parties for additional term(s) of up to one (1) year each, upon CITY's written request to the Contract Administrator, in order to complete the Project. For COUNTY, the County Administrator is authorized to enter into any extensions to the term of this Agreement. CITY shall expend the HOME Funds allocated to the Project within the term of this Agreement.

ARTICLE 7

FUNDING AND METHOD OF PAYMENT

- 7.1 The maximum amount of HOME Funds payable by COUNTY to CITY under this Agreement shall be Seventy-four Thousand Seven Hundred Forty-nine Dollars (\$74,749.00).
- 7.2 CITY shall invoice COUNTY monthly for eligible costs, as described in 24 C.F.R. Part 92.205 and Exhibit "A," Project Description, in accordance with Exhibit "G" Request for Payment, as follows:
 - 7.2.1 CITY shall provide COUNTY with documentation of any work performed on the Project by CITY staff.
 - 7.2.2 CITY shall provide COUNTY with an executed original of any contract(s) or subcontract(s) authorizing the work to be done on the Project.
 - 7.2.3 CITY shall submit a certified copy of the purchase order authorizing the services for which it is invoicing.
 - 7.2.4 If CITY has awarded a contract to a third party contractor to perform any Project services, CITY shall submit to COUNTY a certified copy of the

contractor's invoice stating the services rendered and the date the services were rendered.

- 7.2.5 CITY's administrator or the administrator's authorized representative shall certify that the work that is being invoiced has been completed.
- 7.3 Upon receipt of invoices, reports, and other materials as described in Section 7.2, the Division shall audit such bid awards, contracts, reports, and invoices to determine whether the items invoiced have been completed and that the invoiced items are proper for payment.
- 7.4 Upon determination by the Division that the services or material invoiced have been received or completed, the Division shall make payment to CITY the amount it determines, pursuant to the audit, to be payable.
- 7.5 For purposes of this Article 7, invoices, reports, and other materials as described in Section 7.3, shall not be honored by COUNTY if received later than sixty (60) days after expiration or termination of this Agreement; however, invoices for impact fees will be honored by COUNTY up to twelve (12) months after expiration or termination of this Agreement.
- 7.6 Events which shall be sufficient cause for suspension of payments by COUNTY include, but are not limited to:
- 7.6.1 Ineligible use of HOME Funds;
- 7.6.2 Failure to comply with the terms of this Agreement;
- 7.6.3 Failure to submit reports as required including a favorable audit report;
- 7.6.4 Submittal of incorrect or incomplete reports in any material respect; and
- 7.6.5 Failure to comply with the indemnification obligations under this Agreement.
- 7.7 CITY shall not request disbursement of HOME Funds under this Agreement until the HOME Funds are needed for the payment of eligible costs as described in 24 C.F.R. Part 92.205. Program Income, interest earned or loan repayments, as defined in 24 C.F.R. Part 92.503, hereinafter collectively referred to as ("recapture monies"), derived from the Project shall be accounted for by CITY and reported to COUNTY in the Monthly Progress Report described in Article 8. Program Income received by CITY from HOME eligible activities shall be deducted first by COUNTY from any invoice submitted by CITY for eligible costs. The remaining balance of eligible costs shall be requested from COUNTY on a properly completed billing form attached hereto as Exhibit "G," Request for Payment. At the expiration of this Agreement, CITY shall transfer the monies referenced in this Section 7.7 to COUNTY within sixty (60) days, unless HUD has

designated CITY as a Participating Jurisdiction, wherein CITY will retain the HOME Funds for use in its own HOME program.

- 7.8 COUNTY shall pay CITY within thirty (30) calendar days from receipt of CITY's Request for Payment, as required by the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the Request for Payment form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of CITY to comply with a term, condition, or requirement of this Agreement.

- 7.9 Payments to CITY shall be sent to:

City Manager
City of Tamarac
7525 NW 88th Avenue
Tamarac, Florida 33321

- 7.10 CITY shall ensure that there is an expenditure of HOME Funds provided by COUNTY under this Agreement every ninety (90) days, where possible. It is mandatory that there is an expenditure of HOME Funds within twelve (12) months of execution of this Agreement.
- 7.11 CITY shall pay its subcontractors and suppliers within ten (10) days following receipt of payment from COUNTY for such subcontracted work or supplies.
- 7.12 The Division Director shall be authorized to approve line item changes to the budget information set out in Exhibit "B," Costs/Budget for Project, provided such changes do not result in an increase in the funding amount set forth in this Agreement, and are set forth in the form of an amendment as provided in Section 15.21.
- 7.13 If CITY, or any of its third party contractors, cause any HOME Funds provided by COUNTY under this Agreement to be expended in violation of the terms of this Agreement, or if CITY fails to complete the Project in accordance with this Agreement, whether voluntarily or otherwise, such event constitutes a material breach of this Agreement, and CITY shall be provided notice in accordance with Section 15.9, identifying the nature of the default and providing CITY with an opportunity to cure said default within thirty (30) calendar days of receipt of such notice. In the event CITY fails to cure the default to the reasonable satisfaction of COUNTY, COUNTY shall have the right to terminate this Agreement or suspend payment to CITY in whole or part. If payments are withheld, the Division shall specify in writing the actions that must be taken by CITY as a condition precedent for resumption of payments, and specify a reasonable date for compliance. In the event of termination of this Agreement by COUNTY for cause, CITY shall be responsible to refund such HOME Funds to COUNTY from nonfederal resources, and if this Agreement is still in force, any subsequent

request for payment shall be withheld by COUNTY until paid.

- 7.14 Any documentation required by CITY under this Agreement shall be furnished to COUNTY at the following address:

Ralph Stone, Director
Broward County Housing Finance and Community Development Division
110 N. E. Third Street
Fort Lauderdale, Florida 33301

ARTICLE 8

REPORTS

- 8.1 The Parties shall cooperate in the preparation of any and all reports required under this Agreement. CITY shall furnish to COUNTY any information COUNTY requests for preparation of reports required under the HOME Rules and Regulations, specifically 24 C.F.R. Parts 92 and 85.36 including, but not limited to, the Consolidated Plan and the Annual Performance Report.
- 8.2 CITY shall complete and submit to COUNTY a Monthly Progress Report in the form attached hereto as Exhibit "D." The first Monthly Progress Report shall be due one (1) month after complete execution of this Agreement by the Parties. Upon completion of the Project described in this Agreement, CITY shall complete and furnish to COUNTY, the Project Completion Form, in the form attached hereto as Exhibit "F."

ARTICLE 9

ASSURANCES

- 9.1 The Assurances set forth herein shall survive the expiration or earlier termination of this Agreement.
- 9.2 CITY shall comply with the provisions of 24 C.F.R. Part 135 and Subpart A, "General Provisions" and the provisions of 24 C.F.R., Part 5, Subpart A, "Generally Applicable Definitions and Requirement; Waivers."
- 9.3 CITY shall act in accordance with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which provides in part that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which CITY receives federal financial assistance and will immediately take any measures necessary to effectuate this Agreement.
- 9.4 CITY shall comply with the anti-lobbying legislation set forth in 24 C.F.R. Part 87 and in the Consolidated Plan.
- 9.5 CITY shall administer, in good faith, a policy designed to assure a workplace free

from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

- 9.6 CITY shall take all reasonable steps pursuant to 24 C.F.R. Part 92, subpart H, to minimize the displacement of persons as a result of the Project and carry out those activities described in subpart H, except CITY shall not be required to assume COUNTY's responsibilities for environmental review under 24 C.F.R. Part 92.352.
- 9.7 Housing assisted with HOME Funds constitutes H.U.D. associated housing for the purpose of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et. seq.) and is subject to 24 C.F.R. Part 35.
- 9.8 Pursuant to 24 C.F.R. Part 24, neither CITY nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Project.
- 9.9 CITY shall comply with applicable uniform administrative requirements, as described in 24 C.F.R. Part 92.505.
- 9.10 HOME Funds shall not be provided to primarily religious organizations as further specified in 24 C.F.R. Part 92.257.
- 9.11 CITY shall keep such books and records as will allow COUNTY to comply with the record keeping requirements of 24 C.F.R. Part 92.
- 9.12 If CITY's Project is subject to the Davis Bacon Act, 40 U.S.C. 276a-276a-5, CITY shall pay its all laborers and mechanics employed under this Agreement, not less than the prevailing wage rate in the locality, as predetermined by the United State Secretary of Labor pursuant to the Davis Bacon Act, and such contracts shall also be subject to overtime provisions, as applicable, in the Contract Work Hours and Safety Standards Act set forth at 40 U.S.C. 237-332. CITY shall also comply with other federal laws and regulations pertaining to labor standards and H.U.D. Handbook 1344.1, Federal Labor Standards Compliance in Housing and Community Development Programs, as applicable. Prior to COUNTY making any payments to CITY under this Agreement, CITY shall provide COUNTY with certification as to compliance with the Davis Bacon Act.
- 9.13 CITY shall comply with the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, Section 3), pertaining to economic opportunities for low and very low-income persons. CITY shall encourage local economic development, neighborhood economic improvements and individual self-sufficiency to the greatest extent feasible and consistent with existing federal, state and local laws and regulations, be directed to low and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons in the affected project neighborhood.

- 9.14 CITY shall comply with 24 C.F.R. Part 92.50 relating to subsidies for HOME Assisted Units. The maximum HOME Assisted Unit subsidy shall not be increased above two hundred forty percent (240%) of the base limits authorized by Section 221(d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(iii)).
- 9.15 CITY shall comply with 24 C.F.R. Part 92.50 relating to subsidy layering and underwriting for the Project.

ARTICLE 10

TERMINATION

- 10.1 This Agreement is subject to the availability of HOME Funds. Should HOME Funds no longer be available, this Agreement shall terminate upon CITY's receipt from COUNTY of no less than twenty-four (24) hours' notice. Said notice shall be provided in accordance with Section 15.9, Notices. COUNTY shall be the final authority as to the availability of HOME Funds.
- 10.2 If, through any cause, CITY fails to commence work on the Project, as set forth in Exhibit "C," Project Schedule/Timeline, within ninety (90) days from the date of COUNTY's issuance of the Notice to Incur Costs, or fails to fulfill in timely and proper manner its obligations under this Agreement, or if CITY shall violate any of the covenants, agreements, or stipulations of this Agreement, COUNTY, at the discretion of and through the County Administrator, shall have the right to terminate this Agreement or suspend payment, in whole or part, by providing written notice to CITY of such termination or suspension of payment and specifying the effective date thereof, at least five (5) days before the effective date of termination or suspension. If payments are withheld, the Division shall specify in writing the actions that must be taken by CITY as a condition precedent to resumption of payments and should specify a reasonable date for compliance.
- 10.3 This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. An erroneous termination for cause shall be considered a termination for convenience. If CITY elects to terminate this Agreement, or otherwise terminates, withdraws, or ceases its membership in the HOME Consortium, CITY shall not be entitled to a refund or return of any unused portion of the HOME funding allocation.
- 10.4 Notwithstanding the above, CITY shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CITY, and COUNTY may withhold any payments to CITY, for the purposes of setoff until such time as the exact amount of damages is determined.
- 10.5 In the best interests of the Program and in order to better serve the people in the target areas and fulfill the purposes of this Agreement, either party may terminate

this Agreement for convenience by providing the other party with thirty (30) days' written notice of its intent to terminate, stating its reasons for such termination. In the event COUNTY terminates this Agreement, COUNTY shall pay CITY for any documented and committed eligible Project expenses in accordance with Exhibit "B," Costs/Budget for Project. For purposes of this Agreement documented and committed eligible Project expenses means any verifiable committed expense including, but not limited to, a Purchase Order for payment of materials and supplies, executed by CITY or a contractor on CITY's behalf, for Project activities under this Agreement. However, after COUNTY provides notice of termination to CITY, CITY shall not encumber any HOME Funds under this Agreement, and COUNTY shall not be required to reimburse CITY for any eligible Project expenses under this Agreement encumbered after COUNTY's notice of termination that were not documented and committed prior to COUNTY providing notice of termination, if COUNTY is not able to obtain such funding from H.U.D. for the payment of these costs. The County Administrator is authorized to terminate this Agreement on behalf of COUNTY pursuant to this Section 10.5 upon the Administrator's determination that termination is in the best interests of COUNTY and the Program.

- 10.6 All requests for amendments to this Agreement shall be submitted in writing to the Division Director no less than ninety (90) days prior to the expiration date of this Agreement.
- 10.7 If, in the opinion of the Division Director, CITY has violated the terms of this Agreement, the Division Director may bring the matter before the County Administrator for consideration.

ARTICLE 11

LIABILITY AND INDEMNIFICATION

- 11.1 CITY is a state agency as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for acts and omissions of its agents, contractors, or employees in the performance of its obligations under this Agreement, to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the state of Florida to be sued by third parties, in any matter, arising out of this Agreement or any other contract.
- 11.2 In the event that CITY contracts with a third party contractor(s) ("Contractor") to perform any work/activities set forth herein for the Project, any contract with such third party shall include the following provisions:
 - 11.2.1 Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence,

recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. These indemnifications shall survive the term of this Contract.

- 11.3 Performance Bond. Performance bond requirements are unrealistic for such small jobs contemplated by the Project; therefore, in lieu of any performance bond requirements, COUNTY shall withhold an amount of ten percent (10%) on each invoice submitted by CITY for performance of services under this Agreement. Upon the satisfactory completion of each individual Project and after COUNTY's review and approval, COUNTY shall remit to CITY the ten percent (10%) portion of the amounts previously withheld.

ARTICLE 12

INSURANCE

- 12.1 CITY is a state agency under Section 768.28, Florida Statutes, and shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement. In the event CITY elects to purchase excess liability coverage, Broward County, shall be named as an additional insured and certificate holder under said policy and COUNTY shall be notified of said coverage and provided evidence of same.
- 12.2 Insurance Requirements for CITY's Contractor(s). In the event CITY elects to enter into an agreement with a third party contractor(s) ("Contractor") to perform any work/activities for the Project referenced herein, CITY shall include in its contract with the successful Contractor the requirements set forth below in favor of COUNTY in addition to any CITY requirements and CITY shall provide COUNTY, prior to commencement of any activities, Certificates of Insurance evidencing compliance with the following requirements:
- 12.2.1 Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following insurance coverage, limits, including endorsements described herein. The requirements contained herein, as well as CITY's or COUNTY's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement.
- a. Commercial General Liability: Contractor shall maintain Commercial General Liability coverage with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) each occurrence combined single limit for bodily injury and property damage. Contractor's coverage shall not contain any restrictive endorsement(s) excluding or limiting Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual Liability or Cross Liability. Coverage must

include Premises and/or Operations Coverage, and Explosion, Collapse and Underground Hazards.

- b. Business Automobile Liability: Contractor shall maintain Business Automobile Liability coverage with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) each occurrence combined single limit for bodily injury and property damage. Coverage shall include liability for Owned, Non-Owned, Hired and Any Auto, if applicable.
- c. Workers' Compensation Insurance and Employers' Liability: Contractor shall maintain Workers' Compensation Insurance for all employees in compliance with Chapter 440, Florida Statutes, and Employers' Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) each accident. Note: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement.
- d. Builder's Risk Insurance: Contractor performing construction or remodeling services shall maintain Builder's Risk insurance and provide an all risk Completed Value form Builder's Risk Policy with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils except wind and flood. For the peril of wind, Contractor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract Price said percentage to be determined at the sole discretion of COUNTY's Risk Manager. For the peril of flood, Contractor shall maintain a deductible that is commercially feasible which does not exceed One Hundred Thousand Dollars (\$100,000.00). Such Policy shall reflect Broward County, as an additional loss payee. Contractor shall be responsible for all deductibles.
- e. Additional Insured: Contractor shall endorse CITY and COUNTY as additional insureds to the Commercial General Liability Policy and any Excess Policies. The additional insured endorsements shall read "City of Tamarac, Florida" and "Broward County."
- f. Waiver of Subrogation: Contractor agrees by entering into this Contract to a Waiver of Subrogation in favor of CITY and COUNTY for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others or its equivalent.
- g. Certificates of Insurance: Contractor shall provide CITY a Certificate(s) of Insurance evidencing that all coverage, limits and

endorsements required herein are maintained and in full force and effect.

- h. Such policy or policies shall be issued by approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida.
- i. All policies shall be endorsed to provide COUNTY with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverage will expire prior to the required term, copies of renewal certificates shall be furnished at least thirty (30) days prior to the date of their expiration.
- j. In the event of loss, Contractor shall give prompt notice to the insurance carrier and CITY. CITY shall give prompt notice to COUNTY and COUNTY may make proof of loss if not made promptly by CITY.
- k. Right to Revise or Reject: CITY and COUNTY reserve the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the Parties reserve the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operate legally.

ARTICLE 13

FINANCIAL RESPONSIBILITY

- 13.1 CITY shall give COUNTY, H.U.D., and the U. S. Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents relating to the Project.
- 13.2 CITY shall comply with the requirements and standards of OMB Circular A-87 (relocated to 2 C.F.R. Part 225), "Cost Principles for State, Local, and Indian Tribal Governments" and 24 C.F.R. Part 85, which are incorporated herein by reference.
- 13.3 If CITY has caused any HOME Funds provided under this Agreement to be expended in violation of this Agreement, it shall be responsible to refund such monies in full to COUNTY from nonfederal resources, or if this Agreement is still in force, any subsequent request for payment shall be withheld by COUNTY.

- 13.4 CITY shall comply with the audit requirements of OMB Circular A-133, entitled "Audits of States, Local Governments and Non-Profit Organizations." The audit shall cover the entire operations of the local government or, at the option of that government, may cover only the department or agency that received, expended, or otherwise administered the federal funds. Such audit must be filed with COUNTY within one hundred eighty (180) days after the close of the fiscal years which CITY received funds under this Agreement. All HOME Funds from COUNTY should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.
- 13.5 Late submission of financial statements or management letters shall result in suspension of payment under this Agreement until the required documentation is received and accepted by COUNTY. Suspension of payment shall not excuse CITY from continued delivery of service, although COUNTY will pay no invoices during the period of suspension. Any corrections to the financial statements requested by COUNTY shall be made by CITY and submitted to COUNTY within sixty (60) days after COUNTY's written request is received by CITY.
- 13.6 CITY shall disclose to COUNTY any and all third party funding, whether public or private, for the Project. No COUNTY funding shall be used to supplant existing third party funding.

ARTICLE 14

EEO AND CBE COMPLIANCE

14.1 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. CITY shall comply with all applicable requirements of the Broward County CBE Program in the award and administration of this Agreement. Failure by CITY to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the Board, to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward County Code of Ordinances, or under the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

CITY shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

CITY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of the Chapter 16½, Broward County Code of Ordinances. CITY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CITY shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, CITY represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from CITY all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

14.2 COUNTY BUSINESS ENTERPRISE PROGRAM

COUNTY has established a policy relating to County Business Enterprise ("CBE") program participation in all County contracts. Although this Agreement does NOT have assigned CBE goals, pursuant to 24 C.F.R. Parts 85.36(e) or 84.44(b), CITY shall take affirmative steps to use small firms, minority-owned firms, or labor surplus area firms when possible as the sources of supplies, equipment and services.

ARTICLE 15

MISCELLANEOUS

15.1 PUBLIC RECORDS

COUNTY is a public agency subject to Chapter 119, Florida Statutes. To the extent CITY is acting on behalf of COUNTY pursuant to Section 119.0701, Florida Statutes, CITY shall:

15.1.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by COUNTY were COUNTY performing the services under this Agreement;

15.1.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

15.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

15.1.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of CITY to comply with the provisions set forth in this Section 15.1 shall constitute a default and breach of this Agreement and COUNTY shall enforce the default in accordance with the provisions set forth in Section 10.2.

15.2 AUDIT RIGHTS AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CITY and its subcontractors that are related to this Project or the HOME Program for the period of time required by 24 C.F.R. Part 92, if such retention period is greater than that required by the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time. CITY and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CITY and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CITY or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

CITY and its subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to CITY's and its subcontractors' records, CITY and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CITY or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

CITY shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 15.2.

15.3 AFFIRMATIVE MARKETING POLICY

CITY shall comply with the Affirmative Marketing Policy, attached hereto as Exhibit "E," as it relates to marketing the Project to Income Eligible Households.

15.4 PUBLIC ENTITY CRIME

No HOME Funds provided by COUNTY to CITY under this Agreement shall be subcontracted by CITY to any entity which has been placed on the discriminatory vendor list, as provided in Section 287.134, Florida Statutes, or which has been debarred under COUNTY's competitive procurement activities. A violation of this Section 15.4 by CITY shall entitle COUNTY to terminate this Agreement and recover from CITY all monies paid by COUNTY pursuant to this Agreement which have been expended in violation of this Section.

15.5 RECAPTURE AND AFFORDABILITY

CITY shall ensure that the recapture and affordability restrictions set forth in 24 C.F.R. Part 92.503 are enforced by requiring the Income Eligible Homeowners to execute the following documents relating to the amount of assistance for their individual Project: Mortgage, Promissory Note and a Declaration of Restrictive Covenants in favor of CITY, for an affordability period of ten (10) years in compliance with 24 C.F.R. Part 92.503 as further described in Exhibit "A," Project Description each in a form substantially similar to the documents provided by COUNTY for CITY's use.

15.6 WITHDRAWAL FROM THE HOME CONSORTIUM

Should CITY elect to withdraw from the HOME Consortium and be approved by HUD to become a HOME Participating Jurisdiction (meaning CITY receives HOME Funds to operate its own HOME Program), COUNTY shall transfer to CITY any recapture monies, as provided for in Article 7, attributable to CITY's allocation of HOME Funds available at the time CITY withdraws from the HOME Consortium. In such event, upon transfer of the HOME Funds to CITY, CITY shall assume all obligations and responsibilities attributable to such HOME Funds.

Should CITY elect to withdraw from the HOME Consortium and not be eligible to become a HOME Participating Jurisdiction, CITY shall transfer to COUNTY any recapture monies, as provided for in Article 7, attributable to CITY's HOME funding allocation during the period of time CITY was a HOME Consortium member. In this event, COUNTY shall retain all obligations and responsibilities attributable to such HOME Funds.

If CITY elects to withdraw from the HOME Consortium, CITY shall provide COUNTY with notice of termination for convenience as provided for in Section 10.5. CITY shall transfer any monies in its possession referenced in this Section to COUNTY within sixty (60) days of termination of this Agreement.

15.7 INDEPENDENT CONTRACTORS

CITY is an independent contractor under this Agreement. Services provided by CITY pursuant to this Agreement shall be subject to the supervision of CITY. In providing such services, neither CITY nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to CITY or CITY's agents any authority of any kind to bind COUNTY in any respect whatsoever.

15.8 THIRD PARTY BENEFICIARIES

Neither CITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

15.9 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR COUNTY:

Director, Broward County Housing Finance
and Community Development Division
110 Northeast 3rd Street – Third Floor
Fort Lauderdale, Florida 33301

FOR CITY:

City Manager
City of Tamarac
7525 NW 88th Avenue
Tamarac, Florida 33321

15.10 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY is permitted to subcontract the performance of services required by this Agreement in accordance with the terms and conditions set forth herein. Notwithstanding the

Termination provision of this Agreement, COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CITY of this Agreement or any right or interest herein without COUNTY's written consent.

CITY represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CITY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CITY's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

15.11 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15.12 COMPLIANCE WITH LAWS

CITY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

15.13 CONFLICTS

Neither CITY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CITY's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of CITY's officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or CITY is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or

threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CITY or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

CITY shall require its subcontractors, by written contract, to comply with the provisions of this section to the same extent as CITY.

15.14 CONFLICT OF INTEREST

CITY shall comply with the requirements of 24 C.F.R. Part 92.356 relative to the Conflict of Interest provisions. CITY, its officers, employees, agents, or consultants who exercise or have exercised any functions or responsibilities with respect to the Project or who are in a position to participate in a decision making process or gain inside information with regard to the Project, shall not obtain a financial interest or benefit from the Project, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. CITY, its officers, employees, agents, or consultants shall not occupy any HOME Assisted Unit provided for under this Agreement. Any possible conflicting interest on the part of CITY, its employees, or agents, shall be disclosed in writing to the Division.

15.15 SURVIVAL

Either party's right to monitor, evaluate, enforce, indemnify and insure, audit and review, and any assurances and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement which contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive termination or expiration of this Agreement and be enforceable.

15.16 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless either party elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

15.17 JOINT PREPARATION

The Parties and their counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language

in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

15.18 INTERPRETATION

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

15.19 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 15 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 15 shall prevail and be given effect.

15.20 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties acknowledge that jurisdiction of any controversies or legal disputes arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT.**

15.21 AMENDMENTS

This Agreement may only be amended by written consent of the Parties in a form of equal dignity and formality as this Agreement. Such amendments shall be subject to approval of the Board, except the County Administrator shall be authorized to execute amendments that change the term of the Agreement, or that change the Project, provided such Project consists of HOME eligible

activities under HOME Rules and Regulations and does not result in an increase in the funding amount set forth herein.

15.22 PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

15.23 DESIGNATED REPRESENTATIVE

CITY's Designated Representative under this Agreement shall be the City Manager.

15.24 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. The attached Exhibits "A" - "G" are incorporated into and made a part of this Agreement.

15.25 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

15.26 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement: BROWARD COUNTY, through the County Administrator, authorized to execute same by action of the Board on May 14, 2013, and CITY OF TAMARAC, signing by and through its Mayor duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through the
County Administrator

Signature

By _____
Bertha Henry

Print Name

____ day of _____, 2013.

Signature

Print Name

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Signature (Date)

By _____
Patrice M. Eichen (Date)
Assistant County Attorney

Print Name and Title above

PME:dp
HOME ILA GVT Tamarac rehab.doc
11/06/13
#13-129.12

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF
TAMARAC FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR HOUSING
REHABILITATION - MINOR HOME REPAIR

CITY

CITY OF TAMARAC

ATTEST:

By _____
City Clerk

By _____
Mayor

Print/Type Name

_____ day of _____, 2013.

By _____
City Manager

Print/Type Name

_____ day of _____, 2013.

Approved as to form:

City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION

FY 2013-2014

Project Description - City of Tamarac Housing Rehabilitation - Minor Home Repair Program

Allocation HOME Funds: \$74,749.00

The HOME Funds in the amount of \$74,749.00 provided by COUNTY to CITY under the Agreement shall be used for housing rehabilitation – minor home repair activities as follows:

- A minimum of two (2) Income Eligible Homeowners shall be assisted in an amount up to \$30,000.00 per homeowner, including all rehabilitation costs defined in the Agreement for HOME Eligible Activities. Applicants will be processed by CITY on a first come, first served basis. The Project shall be administered in accordance with CITY's Local Housing Assistance Plan (LHAP).
- CITY shall ensure that each Income Eligible Homeowner assisted with HOME Funds under the Agreement execute a Promissory Note and Mortgage in favor of CITY, which includes the following requirements:
 - Ten (10) year term, 0% interest deferred payment,
 - Loan due upon sale, transfer, rental, cash-out, refinance, or home equity loan, and
 - Years one (1) through five (5), the loan shall not be forgiven and full repayment shall be due upon sale, transfer, rental, cash-out refinance or home equity; years six (6) through ten (10), 20% of the loan shall be forgiven each year on the anniversary date of the loan, provided the property remains the primary residence of the homeowner.
 - Loan position no lower than second.
 - Subordination policy, no lower than second position and with no cash out.

CITY shall comply with HOME Rules and Regulations governing the Project, including, but not limited to, the following:

- Maximum value of property after rehabilitation work is limited to Section 203(b) of 24 CFR Part 92.
- Lead based paint testing and abatement, as needed, in accordance with 24 CFR Part 92.355.

EXHIBIT "A"

PROJECT DESCRIPTION

(continued)

- Assistance shall be provided only to Income Eligible Households as defined in the Agreement.
- Federal procurement procedures set forth in 24 CFR Part 92.505 are applicable to the selection of any contractor performing activities under the Agreement on behalf of CITY.
- Ensure that the recapture and affordability restrictions set forth in the Agreement are followed.
- Provide COUNTY with an individual scope of work and a tax assessment for each property to be assisted prior to committing any HOME Funds.
- Review tax assessed value and scope of work to determine if the value of the property after rehabilitation work is completed meets HOME guidelines.

EXHIBIT "B"

COSTS/BUDGET FOR PROJECT
FY 2013-2014

Funding Sources		
Category	HOME	Total
A Construction	\$60,000	\$60,000
B. Inspections	\$5,949	\$5,949
C. Contractual Services	\$7,400	\$7,400
D. Appraisal	\$800	\$800
E. Other: Doc Stamp/Recording Fee	\$600	\$600
F. Totals	\$74,749	\$74,749

EXHIBIT "B"

COSTS/BUDGET FOR PROJECT
(Continued)

BUDGET NARRATIVE FY 2013 - 2014

<u>Category</u>	<u>Funding Source HOME</u>
A. Construction:	
Housing Rehabilitation - Minor Home Repair construction hard costs for a minimum of two (2) homeowners at up to \$30,000 per home.	\$60,000
B. Inspections: (Construction Soft Costs) General inspections, and lead and mold inspections, as needed.	\$5,949
C. Contractual services: (Project Management and Implementation) CITY consultant to provide Project implementation and management services.	\$7,400
D. Appraisal: Determine after-rehab value of homes assisted	\$800
E. Other: Doc Stamp/Recording Fee: Lien recording fees	\$600
TOTAL	<hr/> \$74,749

EXHIBIT "C"

TIMETABLE/SCHEDULE FOR PROJECT
FY 2013/2014

<u>WORK TASK</u>	<u>START-UP</u>	<u>COMPLETION*</u>
Program Marketing/Public Notice	Upon execution of Agreement by the Parties	December 2013
Application Processing	November 2013	February 2014
Repairs in Progress	January 2014	September 30, 2015
Repairs Completed	February 2014	September 30, 2015
Close Out	June 2015	September 30, 2015

EXHIBIT "D"

MONTHLY PROGRESS REPORT

Period Covered: _____ to _____ Date of Report: _____

A. Project Information.

Agency:

Person Preparing the Report:

Signature & Title:

Project Title:

Project Start-up Date:

Project Completion Date:

Amended Completion Date:

B.1 Project Cost.

	<u>Budget</u>	<u>Funds Expended</u>	<u>Percentage</u>
Total Project	\$ _____	\$ _____	_____ %
HOME Funding	\$ _____	\$ _____	_____ %
Other Funding	\$ _____	\$ _____	_____ %

B.2 Declaration of Agency Budget Changes.

Program Income/ Recapture:

Source of Program Income/Recapture:

B.3 Other Grant Awards.

Date(s): _____ Dollar Amt _____

Funding Source _____

B.4 Percent of Project Completed to date. _____

EXHIBIT "D"
MONTHLY PROGRESS REPORT
(Continued)

C. 1 Describe specific work tasks and qualified accomplishments completed this month:

<u>Task</u>	<u>Qualified Accomplishments This Month</u>
-------------	---

C.2 Describe success or problems encountered with the Project:

C.3 Anticipated problems or concerns with the Project: Please identify technical assistance needed and/or requested from the Housing Finance and Community Development Division staff.

C.4 Anticipated advertisements and/or other contractual services: If applicable, has the Housing Finance and Community Development Division staff been advised and appropriate steps taken to assure compliance?

D. Program Objectives:

<u>Work Tasks</u>	<u>Projected Yearly/ Total Performance</u>	<u>Monthly Progress</u>	<u>Progress YTD</u>	<u>Supporting Documentation</u>
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EXHIBIT "D"

MONTHLY PROGRESS REPORT

(Continued)

DIRECT BENEFIT REPORT FORM

**Please specify total number of persons or households (as applicable)
assisted/served since execution of the Agreement.**

Households	Persons	Low to Moderate Income	Low Income	White-Not Hispanic Origin	Black-Not Hispanic Origin	American Indian or Alaskan Native	Hispanic	Asian or Pacific Islander	Female Headed Household

EXHIBIT "E"

AFFIRMATIVE MARKETING POLICY

A. AFFIRMATIVE MARKETING:

1. DISSEMINATION OF INFORMATION

The following methods shall be used to inform the public, owners and potential tenants about Federal Fair Housing Laws and the marketing policy of the Housing Finance and Community Development Division.

From time to time, developer or owner shall canvass the eligible areas disseminating program and fair housing information flyers to tenant associations, civic associations, public service agencies, tenant groups, civic and fraternal organizations, churches, housing counseling, consumer affairs, business and non-profit groups.

Public service announcements will be made on radio and television stations. Press releases will be placed in newspapers and other publications circulated widely in target areas.

The Equal Housing Opportunity logo will be used on all printed materials.

2. OWNER PRACTICES & PROCEDURES

Each owner must adhere to the following requirements and practices in order to carry out the affirmative marketing policies of the Housing Finance and Community Development Program.

Advertise in circulars and periodicals having wide distribution in target areas. Display leaflets, brochures, and other printed materials containing the equal housing logo in conspicuous locations at places frequented by potential tenants and persons least likely to apply for the rental housing.

3. SPECIAL OUTREACH

Special contact will be made by owners with programs providing services to legal aliens and refugees, at churches frequented by legal aliens and refugees and other groups least likely to apply without these special efforts.

4. FAILURE TO COMPLY WITH REQUIREMENTS

Failure on the part of an owner to comply with the affirmative marketing requirements provided herein, or to cure or remedy identified violations within thirty (30) days of notification of violations shall result in the loan becoming immediately due and payable.

EXHIBIT "E"

AFFIRMATIVE MARKETING POLICY

(continued)

B. CIVIL RIGHTS

No person shall be discriminated upon based on race, color, sex, age, marital status, handicap, religion or national origin in the rental, lease, sale, or use of the property to be constructed with HOME Investment Partnership Program (HOME) Funds obtained through the HOME Program in accordance with Title 8 of the Civil Right Act of 1968 42 USC 3601-3619 and the HUD Fair Housing Code 24 C.F.R. Parts 14, 100, 103-106, 109, 110 115 and 121.

C. INTEREST OF PUBLIC BODY

No member of the governing body of Broward County or any employee of the Housing Finance and Community Development Division may have any interest, direct or indirect, in the proceeds of any loan or in any contract entered into by the borrower for the performance of work financed, in whole or in part, with the proceeds of the loan.

D. DISPLACEMENTS

Multi-Family housing projects are designed to increase the supply of rental housing for low and very low income families. However, in the event that displacement occurs, relocation will be conducted in accordance with COUNTY's relocation policies. Information on this policy may be obtained from the Broward County Housing Finance and Community Development Division, 110 NE 3rd Ave, Third Floor, Fort Lauderdale, Florida 33301.

The existing evaluation and monitoring activities conducted by the Housing Finance and Community Development Division will be applied to the HOME Program to ensure compliance with local and federal policies, regulations and required reports. In instances of noncompliance, corrective action will be taken.

EXHIBIT "F"

PROJECT COMPLETION FORM
RENTAL REHAB
(attached)

HOMEOWNER REHAB COMPLETION FORM

[illegible]

EXHIBIT "G"

REQUEST FOR PAYMENT

Broward County Board of Commissioners, Broward County Florida
Housing and Community Development Division

HOME PROGRAM
FY ____/____ FUNDING
CONTRACT PERIOD ____THROUGH ____
HOME Funding Amount: ____

1. Project: _____
2. City: _____
3. Billing #_____ 4. Billing Period Covered _____
5. % of Total Contract Expended through this Billing _____

6. Cost Categories	Total Expenditures Up to last billing	Expenditures this billing	Total Expenditures to date
--------------------	--	------------------------------	-------------------------------

Project Costs:
(Itemized per Exhibit "B")

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
TOTALS	\$_____	\$_____	\$_____

EXHIBIT "G"
REQUEST FOR PAYMENT

(continued)

Detail of Request for Payment (attach copies of backup for billing)

<u>Vendor/Client Name</u>	<u>Invoice #</u>	<u>Description</u>	<u>Amount</u>
---------------------------	------------------	--------------------	---------------

Certification: I certify that this billing is correct and just and based upon obligations of record for this project; that the work and services are in accordance with Broward County approved agreement, including any amendments thereto; and that the progress of the work and services under the project agreement are satisfactory and are consistent with the amount billed.

Signature and title of Authorized Official

Date



Title - TR12435 - Chartwell Memory Care WSDA

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to accept and execute a Second Amendment To The Water and Sewer Developer's Agreement with Tamarac Acquisitions LLC, for the Chartwell Memory Care Project, located at 7640 N. University Drive, requiring an additional 8 ERC's for water and an additional 8 ERC's for sewer; requiring additional payment of \$13,600.00 for water and \$17,600.00 for sewer; requiring a total additional payment of \$31,200.00 in CIAC Fees; authorizing and directing the City Clerk to record said agreement in the public records of Broward County; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Name:

Description:

 [TR_12435_Signed_Memo_Chartwell_Memory_Care.pdf](#)

TR12435 Memo

 [12435-Reso_Chartwell_Memory_Care_Second_Amendment-WSDA-draft.doc](#)

TR12435 Resolution

 [TR#12435_Exhibit_1_Chartwell_Memory_Care.pdf](#)

TR12435 Exhibit 1 Chartwell Memory Care

 [TR#12435_Exhibit_2_Chartwell_Memory_Care.pdf](#)

TR12435 Exhibit 2 Chartwell Memory Care

 [12435_Exhibit_3_Chartwell_Memory_Care.pdf](#)

TR#12435 Exhibit 3 Chartwell Memory Care

 [12435_Exhibit_4_Chartwell_Memory_Care.pdf](#)

TR#12435 Exhibit 4 Chartwell Memory Care

 [TR#12435_Exhibit_A_Chartwell_Memory_Care.pdf](#)

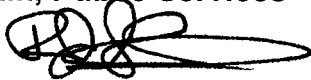
TR#12435 Exhibit A Chartwell Memory Care

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

TO: Mike C. Cernech, City Manager

DATE: December 20, 2013

**THRU: Jack Strain, Public Services
Director**



**FROM: John Doherty, Assistant Public
Services Director / City Engineer**

**RE: Temp. Reso. #12435 – Second
Amendment to the Water and
Sewer Developer's Agreement
for the Chartwell Memory Care
Project – City Commission
Meeting of January 8, 2014**

Recommendation:

I recommend that the City accept and execute a Second Amendment to the Water and Sewer Developer's Agreement with Tamarac Aquisitions, LLC for the Chartwell Memory Care Project located at 7640 N. University Drive, requiring an additional 8 Equivalent Residential Connections (ERC's) for water and an additional 8 ERC's for sewer; requiring additional payment of \$13,600.00 for water and \$17,600.00 for sewer; requiring a total payment of \$31,200.00 in CIAC Fees; authorizing and directing the City Clerk to record said agreement in the public records of Broward County; providing for conflicts; providing for severability; and this item be added to the Commission Agenda for January 8, 2014.

Issue:

To accept and execute a Second Amendment to the Water and Sewer Developer's Agreement with Tamarac Aquisitions LLC, for the Chartwell Memory Care Project.

Background:

The original agreement along with the first amendment combined a total of 36 ERC's for water and 37 ERC's for sewer. The proposed Second Amendment to the Water and Sewer Developer's Agreement would establish an increase of 8 ERC's to 44 ERC's for water and 45 ERC's for sewer. Per Section 22-189 of the City Code of Ordinances the water and sewer CIAC contributions for this project are set forth in the chart below.

Merrill Gardens, now Horizon Bay (Tract A), has been separated into two independently owned parcels, Horizon Bay which resides on Tract A and the proposed Chartwell Memory Care facility which will reside on (Parcel A) the adjacent property, making it necessary to execute a Second Amendment to the Water and Sewer Developer's Agreement to reflect the addition of 8 ERC's for water and sewer provided to the Chartwell Memory Care Project.

2nd Amendment Meter Schedule

USAGE	NO. OF METERS	METER SIZE	# OF ERC's		WATER CIAC FEES	SEWER CIAC FEES	TOTAL
			WATER	SEWER			
Domestic	3	2"	36	37	\$44,160.00	58,350.00	\$102,510.00
Addition	1	2"	8	8	\$13,600.00	\$17,600.00	\$31,200.00
TOTAL	4	2"	44	45	\$57,760.00	\$75,950.00	\$133,710.00

TOTAL ERC'S OF AMENDMENT (Water) 8 (Sewer) 8

TOTAL AMOUNT DUE: \$ 31,200.00

Fiscal Impact:

The receipt of \$13,600.00 in water CIAC fees will be placed in Account No. 432-0000-363.23-60 entitled "CIAC Water Impact Fee". The receipt of \$17,600.00 in sewer CIAC fees will be placed in Account No. 432-0000-363-23-70 entitled "CIAC Sewer Impact Fee".

JED/ejw

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2014-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ACCEPT AND EXECUTE A SECOND AMENDMENT TO THE WATER AND SEWER DEVELOPER'S AGREEMENT WITH TAMARAC ACQUISITIONS LLC., FOR THE CHARTWELL MEMORY CARE PROJECT, LOCATED AT 7640 N. UNIVERSITY DRIVE, REQUIRING AN ADDITIONAL 8 ERC'S FOR WATER AND AN ADDITIONAL 8 ERC'S FOR SEWER; REQUIRING AN ADDITIONAL PAYMENT OF \$13,600.00 FOR WATER AND \$17,600.00 FOR SEWER; REQUIRING A TOTAL ADDITIONAL PAYMENT OF \$31,200.00 IN CIAC FEES; AUTHORIZING AND DIRECTING THE CITY CLERK TO RECORD SAID AGREEMENT IN THE PUBLIC RECORDS OF BROWARD COUNTY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Tamarac Acquisitions, LLC, is the current owner of the Chartwell Memory Care Project, located at 7640 N. University Drive (attached hereto in map form as "Exhibit 1"); and

WHEREAS, a Water and Sewer Developer's Agreement currently exists reserving 32 ERC's for water and 33 ERC's for sewer to accommodate the Merrill Gardens Project, now known as Horizon Bay (Tract A), attached hereto as "Exhibit 3"; and

WHEREAS, Merrill Gardens, LLC., executed a First Amendment to the Water and Sewer Developer's Agreement revising "Exhibit D" of the Water and Sewer Developer's Agreement resulting in an additional 4 ERC's for water and 4 ERC's for sewer attached hereto as "Exhibit 4"; and

WHEREAS, Tamarac Acquisitions, LLC. have offered a Second Amendment to the Water and Sewer Developer's Agreement to the City of Tamarac for the Chartwell

Memory Care Project, as required by Code Sections 10-121(d), 10-122(f) and 10-123(e); (attached hereto as "Exhibit 2"); and

WHEREAS, Merrill Gardens, now Horizon Bay (Parcel A), has been separated into two independently owned parcels, Horizon Bay (Tract A) and the Chartwell Memory Care Project (Parcel A), making it necessary for Tamarac Acquisitions LLC, to execute a Second Amendment to the Water and Sewer Developer's Agreement to reflect the addition of 8 ERC's for water and sewer provided to the Chartwell Memory Care Project; and

WHEREAS, the Second Amendment to the Water and Sewer Developer's Agreement requires the addition of 8 ERC's for water and 8 ERC's for sewer; requiring an additional payment of \$13,600.00 for water and \$17,600.00 for sewer; requiring a total additional payment of \$31,200.00 in CIAC fees, Per Section 22-189 of the City Code of Ordinances.

WHEREAS, it is the recommendation of the Director of Public Services that the Second Amendment to the Water and Sewer Developer's Agreement between the City of Tamarac and Tamarac Acquisitions LLC., be approved and executed; and the payment of the CIAC fees required for the Chartwell Memory Care Project be accepted; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to authorize the appropriate City Officials to accept and execute a Second Amendment to the Water and Sewer Developer's Agreement with Tamarac Acquisitions LLC., for the Chartwell Memory Care Project.

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 and referenced herein are incorporated and made a specific

part of this Resolution.

SECTION 2: The appropriate City Officials are hereby authorized to accept and execute a Second Amendment to the Water and Sewer Developer's Agreement, providing for 8 additional ERC's for water and 8 additional ERC's for sewer (attached hereto as "Exhibit 2") with Tamarac Acquisitions LLC., for the Chartwell Memory Care Project, located at 7640 N. University Drive.

SECTION 3: The City will collect an additional \$31,200.00 in contribution charges prior to the issuance of the final Engineering Permit.

SECTION 4: The City Clerk is hereby authorized and directed to record said agreement in the Public Records of Broward County.

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 _____, 2014.

BETH TALABISCO, MAYOR

ATTEST:

PATRICIA TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR TALABISCO _____

DIST 1: COMM BUSHNELL _____

DIST 2: V/M

GOMEZ _____

DIST

3: COMM GLASSER _____

DIST 4: COMM DRESSLER _____

I HEREBY CERTIFY that

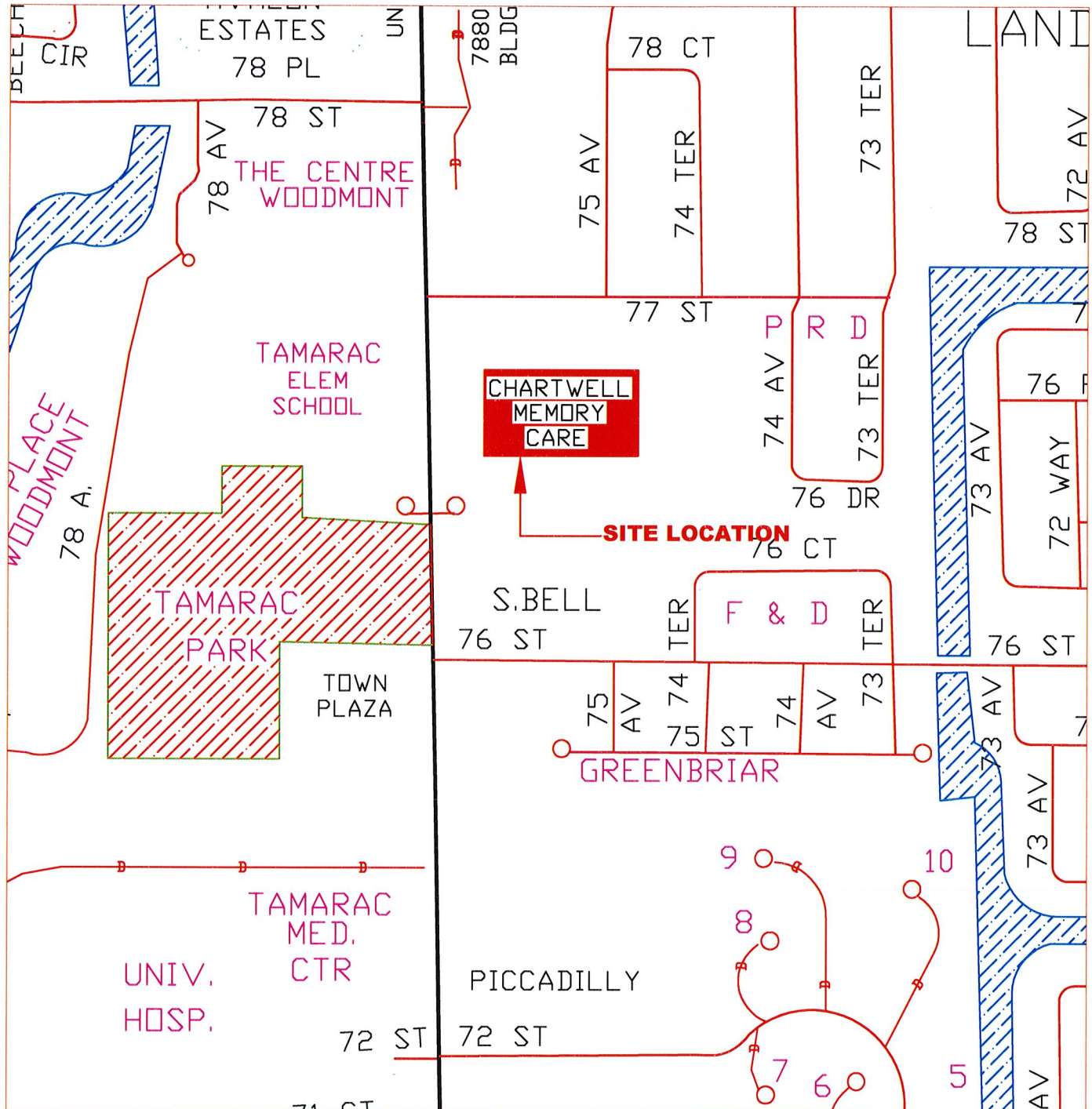
I have approved this

RESOLUTION as to form.

SAMUEL S. GOREN
CITY ATTORNEY



SECOND AMENDMENT TO THE WATER AND SEWER DEVELOPER'S AGREEMENT TR#12435



REVISIONS

No.	Date	Remarks	By

Design By: E.J.W.

Date: 12/03/13

Drawn By: E.J.W.

Date: 12/03/13

Checked By:

Date:

Approved By:

Date:

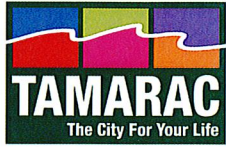
Seal:

JOHN E. DOHERTY, P.E.
FL. NO. 55383

CHARTWELL MEMORY CARE

EXHIBIT 1

CITY OF TAMARAC, BROWARD COUNTY, FLORIDA
SEC. 3, TWP. 49, RGE. 41



**FIRST AMENDMENT
TO WATER AND SEWER
DEVELOPER'S AGREEMENT**

FOR: CHARTWELL MEMORY CARE
(Name of Development)

This AMENDMENT TO AGREEMENT, made and entered into and between the City of Tamarac, 7525 Northwest 88th Avenue, Tamarac, Florida 33321, hereafter called "CITY" and Tamarac Acquisitions, LLC. having an address at 100 Milverton Drive, Suite 700, Mississauga, Ontario L5R 4H, Canada, hereinafter called "DEVELOPER"

WITNESSETH :

WHEREAS, CITY and DEVELOPER entered into a Water and Sewer Developer's Agreement for the property described in Exhibit "A" attached hereto and made a part of on _____, 2014 said agreement recorded on O.R. Book 287 Page 0760 of the Public Records of Broward County, and;

WHEREAS, the parties desire to modify certain terms contained in that Agreement.

The Second Amendment to the Water and Sewer Developer's Agreement establishes an increase of 8 ERC's for water and sewer. The new increase will modify the usage from 36 ERC's to 44 ERC's for water and from 37 ERC's to 45 ERC's for sewer. This addition also establishes a new water meter schedule (attached as Exhibit "D"). The new Contribution In Aid of Construction (CIAC) Fees and Equivalent Residential Connections (ERC's) are listed below:

NOW, THEREFORE, in consideration of the mutual covenant and undertakings of the parties hereto and other good and valuable considerations, the parties hereto covenant and agree as follows:

1. Part II (H) of the Developer's Agreement is amended to read as follows:

CONTRIBUTION (WATER):

ORIGINAL CONTRIBUTION:

32 Non-Residential ERC's @ \$1,205.00 per ERC = \$38,560.00

FIRST AMENDMENT CONTRIBUTION:

4 Non-Residential ERC INCREASE @ 1,400.00 per ERC = \$5,600.00

SECOND AMENDMENT CONTRIBUTION:

8 Non-Residential ERC INCREASE @ 1,700.00 per ERC = \$13,600.00

SUBTOTALS: TOTAL ERC'S = 44 WATER CIAC FEE = \$57,760.00

CONTRIBUTION (SEWER):

ORIGINAL CONTRIBUTION:

33 Non-Residential ERC's @ \$1,550 per ERC = \$51,150.00

FIRST AMENDMENT CONTRIBUTION:

4 Non-Residential ERC INCREASE @ \$1,800.00 per ERC = \$7,200.00

SECOND AMENDMENT CONTRIBUTION:

8 Non-Residential ERC INCREASE @ \$2,200.00 per ERC = \$17,600.00

SECOND AMENDMENT CIAC FEE TOTAL: \$31,200.00

SUBTOTALS: ERC'S = 45 SEWER CIAC FEE = \$75,950.00

TOTAL CIAC FEE = \$133,710.00

2. Part III (A) of the Developer's Agreement is amended to read as follows:

PART III. CITY'S OBLIGATION

A. CITY'S MAINTENANCE OF SYSTEMS AFTER CERTAIN CONDITIONS

When, at no cost to CITY, (1) the water distribution and sewage collection systems have been satisfactorily installed, inspected, tested and approved and certified in writing by the DEVELOPER's engineer, together with the Director of Utilities, or his authorized representative; and (2) when DEVELOPER has satisfied the conditions of this AGREEMENT, then CITY shall thereafter maintain the water distribution system and sewage collection system up to and within granted easements upon DEVELOPER's PROPERTY. However, the CITY will only be responsible for the maintenance of the sewer collection system from manhole to manhole and up to the first cleanout of the service lateral within the granted easements and the CITY will only be responsible for the maintenance of the water distribution up to the meter, fire hydrant, or fireline service within the granted easements. The obligation of the CITY to furnish water and/or sewer service other than construction water shall not arise until DEVELOPER has completed the conditions contained in this paragraph. The CITY shall reserve 8 ERC's of water service and 8 ERC's of sewage treatment plant capacity for DEVELOPER.

3. All other provisions of the Developer's Agreement are hereby ratified.
4. This amendment shall become effective on the latest date of execution by a party hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

ACCEPTED BY CITY OF TAMARAC
GRANTEE

By: _____
Beth Talabisco
Mayor

Date: _____

ATTEST:

By: _____
Patricia Teufel, CMC
City Clerk



By: _____
Michael C. Cernech
City Manager

Date: _____

Approved as to form:

By: _____
Samuel S. Goren,
City Attorney

STATE OF FLORIDA :
: SS
COUNTY OF _____:

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 _____ to me known to be the person(s) described in and who executed the foregoing instrument and _____ acknowledged before me and under oath that _____ executed the same.

WITNESS my hand and official seal this _____ day of _____,
20____.

NOTARY PUBLIC, State of Florida
at Large

- () Personally known to me, or
() Produced identification

(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

Type of I.D. Produced

() DID take and oath, or () DID NOT take and oath
IN WITNESS WHEREOF, Owner has hereunto set his hand and seal on the day and
year first above written.

ATTEST:

By: [Signature]
Type Name Jonathan Bouletie
Corporate Secretary

OWNER Tamarac Acquisitions LLC.

By: [Signature]
Type Name Terry Ploen
President SVP, Real Estate

(Corporate Seal)

Province of Ontario
~~STATE OF FLORIDA~~ :
: SS
Canada :
COUNTY OF Canada :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in
the Province aforesaid and in the County aforesaid to take acknowledgments, personally
appeared Terry Ploen to me known to be the person(s)
described in and who executed the foregoing instrument and he acknowledged
before me and under oath that HE executed the same.

WITNESS my hand and official seal this 16th day of October,
2013.

[Signature]
NOTARY PUBLIC, State of Florida
at Large PROVINCE OF ONTARIO
PAMELA LEITER
(Name of Notary Public: Print, Stamp,
or type as Commissioned)

(X) Personally known to me, or

() Produced Identification

Type of I.D. Produced

() DID take and oath, or (X) DID NOT take an oath.

IN WITNESS WHEREOF, Mortgagee has hereunto set his hand and seal on the day and year first above written.

ATTEST:

MORTGAGEE (If Applicable)

By: _____

By: _____

Type Name _____
Corporate Secretary

Type Name _____
President

(Corporate Seal)

STATE OF FLORIDA :
: SS
COUNTY OF _____:

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 _____ to me known to be the person(s) described in and who executed the foregoing instrument and _____ acknowledged before me and under oath that _____ executed the same.

WITNESS my hand and official seal this _____ day of _____, 20____.

NOTARY PUBLIC, State of Florida
at Large

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

() Personally known to me, or

() Produced Identification

Type of I.D. Produced


() DID take and oath, or () DID NOT take an oath.

AFFIDAVIT SHALL BE COMPLETED WHEN MORTGAGEE SIGNATURE IS NOT APPLICABLE

I, Terry Ploen do hereby affirm that I am the SVP, Real Estate of Tamarac Acquisitions, LLC. and that I have executed a Water and Sewer DEVELOPER'S Agreement with the City of Tamarac for Chartwell Memory Care project and that I am the owner of the property covered by said DEVELOPER'S AGREEMENT.

There are no mortgages held on the property, which is the subject of said DEVELOPER'S AGREEMENT.

FURTHER AFFIANT SAYETH NOT.

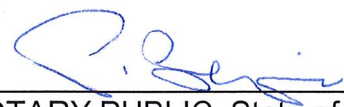

(Signature) **TERRY PLOEN**
Authorized Signing Officer

This 16 day of October, 2013.

Province of Ontario
STATE OF FLORIDA :
: SS
COUNTY OF Canada :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the Province aforesaid and in the County aforesaid to take acknowledgments, personally appeared Terry Ploen to me known to be the person(s) described in and who executed the foregoing instrument and he acknowledged before me and under oath that he executed the same.

WITNESS my hand and official seal this 16th day of October, 2013.


NOTARY PUBLIC, State of Florida
at Large Province of Ontario

PAMELA LEIPER
(Name of Notary Public: Print, Stamp, or type as Commissioner)

☒ Personally known to me, or

☐ Produced Identification

Type of I.D. Produced

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

EXHIBIT D**SECOND AMENDMENT TO THE WATER AND SEWER DEVELOPER'S AGREEMENT**DEVELOPMENT: **CHARTWELL MEMORY CARE****ORIGINAL METER SCHEDULE****ORIGINAL AGREEMENT**

CONNECTION	<u>Meter</u>		<u>ERC's</u>		<u>CIAC Fees</u>		
	Size	No.	Water	Sewer	Water	Sewer	Total
Non-Residential.	2"	2	32	32	\$38,560	\$49,600	\$88,160
1 Dumpster	NA	NA	NA	1	NA	\$1,550	\$1,550

FIRST AMENDMENT METER SCHEDULE

<u>USAGE</u>	<u>NO. OF METERS</u>	<u>METER SIZES</u>	<u># OF ERC'S</u>		<u>WATER CIAC FEES</u>	<u>SEWER CIAC FEES</u>	<u>TOTAL:</u>
			<u>WATER</u>	<u>SEWER</u>			
Non-Residential	1	1-1/2"	4	4	\$5,600	\$7,200	\$12,800

SECOND AMENDMENT METER SCHEDULE

<u>USAGE</u>	<u>NO. OF METERS</u>	<u>METER SIZES</u>	<u># OF ERC'S</u>		<u>WATER CIAC FEES</u>	<u>SEWER CIAC FEES</u>	<u>TOTAL:</u>
			<u>WATER</u>	<u>SEWER</u>			
Non-Residential	1	2"	8	8	\$13,600	\$17,600	\$31,200
Grand Total:	4	varies	44	45	\$57,760	\$75,950	\$133,710

TOTAL ERC'S OF AMENDMENT (WATER) 8 (SEWER) 8**TOTAL AMOUNT DUE: \$31,200.00**

DUMPSTER(S) CONNECTED TO SEWER
@ 1 ERC EACH= 1 ERC'S (SEWER)

TOTAL ERC'S 44 (WATER) 45 (SEWER)
THIS PROJECT REQUIRED THE FOLLOWING SIZE AND NUMBER OF FIRE LINES:

_____ AT 4" DIAMETER _____ AT 8" DIAMETER

2 AT 6" DIAMETER _____ AT _____ DIAMETER

SERVED BY WASTERWATER PUMP STATION NO. 21

45 ERC'S ÷ 4.34 SITE ACRES= 10.37 ERC'S/SITE ACRE

I HEREBY CERTIFY THAT THE NON-RESIDENTIAL WATER METERS LISTED
ABOVE MEET THE MINIMUM REQUIREMENTS OF THE SOUTH FLORIDA
BUILDING CODE FOR THE INTENDED USE.



SEAL

P.E.# 39656

Dan A. Tintner, P.E.
TYPE NAME

TAMARAC UTILITIES
WATER AND SEWER
DEVELOPER'S AGREEMENT

FOR: Merrill Gardens of Tamarac ALF
 (Name of Development)

GENERAL LOCATION: southeast corner of University
Drive and NW 77th Street

THIS AGREEMENT effective this 13 day of MAY,

19 98, made and entered into by and between:

The CITY OF TAMARAC, at 7525 Northwest 88th Avenue, Tamarac, Florida 33321, a municipal corporation of the State of Florida, hereinafter called "CITY"

and

Merrill Gardens, L.L.C.

at 2716 Western Avenue Seattle, Washington 98121
 hereinafter called "DEVELOPER".

and

Merrill Gardens, L.L.C.

at 2716 Western Avenue Seattle, Washington 98121
 hereinafter called "OWNER".

WITNESSETH

=====

WHEREAS, CITY is the owner and operator of a water treatment plant, together with water distribution and sewage collection facilities known as "TAMARAC UTILITIES WATER AND SEWER SYSTEM"; and

WHEREAS, DEVELOPER owns or controls certain real property in Broward County, Florida as shown and described in Exhibit "A" attached hereto and made a part of hereof; and all references made in this AGREEMENT to PROPERTY shall refer specifically to DEVELOPER'S PROPERTY described in Exhibit "A" attached; and

WHEREAS, DEVELOPER and OWNER desire to procure water service or sewage disposal service or both from the CITY for the PROPERTY; and

WHEREAS, the parties desire to enter into an AGREEMENT setting forth the mutual understandings and undertakings regarding the furnishing of said water and sewer services for the PROPERTY; and

WHEREAS, this AGREEMENT and all stipulations and covenants made herein are acknowledged to be subject to the approval of every County, Regional, State and Federal regulatory agency having jurisdiction of the subject matter of this AGREEMENT; and

WHEREAS, CITY has received proof of payment by DEVELOPER of any portion of contribution-in-aid-of-construction charges owed to third parties, and which is attached as Exhibit "B"; and

WHEREAS, the City Commission has approved this AGREEMENT and has authorized the proper city officials to execute this AGREEMENT by motion passed at a regular City Commission meeting on MAY 13, 1998.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of CITY and DEVELOPER and other good and valuable considerations, these parties covenant and agree with each other as follows:

PART I. DEFINITIONS

A. The term DEVELOPER shall refer to the Contracting Party in this AGREEMENT who has an ownership interest in the PROPERTY. Is that interest fee simple? X YES or ____ NO. If no, then the nature of the interest is best described as _____. If DEVELOPER is not the OWNER, then the OWNER joins in this AGREEMENT and agrees to be jointly and severally liable for the responsibilities of the DEVELOPER enumerated in this AGREEMENT.

B. The term EQUIVALENT RESIDENTIAL CONNECTION, referred to in this AGREEMENT as ERC, is the assumed average daily flow of a detached single-family residential unit.

C. The term PROPERTY, refers to the real property described in Exhibit "A" attached to and incorporated into this AGREEMENT.

D. The term GUARANTEED REVENUE refers to a fee paid by DEVELOPER to defray the cost to CITY of maintaining reserve water and sewer systems. The GUARANTEED REVENUE is equal to the applicable monthly service availability charge for water and sewer service.

PART II. DEVELOPER'S OBLIGATIONS

A. INSTALLATIONS IN COMPLIANCE WITH SPECIFICATION

1. DEVELOPER, at his expense and at no expense to the CITY, shall design, construct and install all necessary water distribution and sewage collection lines, over, through, under, across and past the PROPERTY in accordance with plans, specifications and engineering data as submitted by a Florida registered engineer to be approved by the appropriate governmental regulatory agencies and by the Director of Utilities, or his authorized representative; and said water distribution and sewage collection lines shall be installed and connected to CITY's existing water distribution and sewage collection lines, all of which work shall be paid for by the DEVELOPER.

2. All installations shall be installed at DEVELOPER'S expense and shall include, without limitation, all gravity flow mains, force mains, pump stations and lift stations required for the furnishing of service to the PROPERTY. At the time of submission of the plans, specifications and engineering data by DEVELOPER to the Director of Utilities, IF THIS AGREEMENT IS FOR (10) OR MORE ERC'S, DEVELOPER shall pay to CITY a Plan Review Fee of \$750.00 (to be paid one time only). Said Plan Review Fee is to compensate CITY for CITY's expense in having said plans, specifications and engineering data reviewed by the Utilities Director or his authorized representative.

3. Meter shall be INSTALLED BY CITY. No meter shall be removed, moved, bypassed, or altered in any way except by the City. Violation of this paragraph may result in a penalty of up to \$500.00, declaration of this AGREEMENT to be in default, or both. The imposition of a penalty shall be at the sole discretion of the City Manager or his designee.

4. Non-metered use of City water or use of water from fire hydrants may result in a penalty of up to \$500.00, declaration of this AGREEMENT to be in default, or both. The imposition of a penalty shall be at the sole discretion of the City Manager or his designee.

B. INSPECTION AND SUPERVISION BY DEVELOPER'S ENGINEER

DEVELOPER shall, at his expense, and at no expense to the CITY, retain the services of a registered professional engineer for the purposes of providing necessary inspection and supervision of the construction work to insure that construction is at all times in compliance with accepted sanitary engineering practices and in compliance with the approved plans and specifications. DEVELOPER shall notify CITY in writing of such appointment. A copy of each field report shall be submitted to the Director of Utilities authorized representative. Should there be cause or reason for the DEVELOPER to engage the services of a registered engineer (other than the design engineer) for

inspections, then DEVELOPER shall notify the CITY within five (5) days of such engagement.

The DEVELOPER'S Engineer of Record shall prepare "As-Built" drawings of all construction.

C. PRECONSTRUCTION MEETING

DEVELOPER and his Contractor shall arrange for and hold a preconstruction meeting with the Director of Utilities or his authorized representative. Notification of said meeting shall be made in writing and received by all parties seventy-two hours in advance of said meeting. The meeting shall be held at least twenty-four (24) hours prior to start of each phase of construction. An Engineering Permit, payment of engineering fees and bonding based on a Certified Cost Estimate, prepared by DEVELOPER'S registered engineer, shall be required prior to any construction.

D. WRITTEN APPROVAL OF THE DIRECTOR OF UTILITIES

The work to be performed by DEVELOPER, as provided in this AGREEMENT shall not commence until all plans and specifications covering the work to be performed are approved in writing by the Director of Utilities or his authorized representative. Approved plans and permits must be on site at all times.

E. ENGINEERS PRESENT AT TESTS

During construction and at the time when periodic inspections are required, the Director of Utilities or his authorized representative shall be present and DEVELOPER'S engineer shall be present to observe and witness tests for determination of conformance to approved plans and specifications. The City Engineering Inspector shall be on site at all times during sanitary sewer installation, and notified before any water lines are installed. Any work performed beyond City of Tamarac Inspector normal working hours must be inspected. The cost of inspection conducted by the CITY Inspectors beyond normal working hours will be paid by the DEVELOPER including overtime at the rate in affect at the time of inspection.

F. COMPLIANCE WITH APPLICABLE LAWS

The work to be performed by DEVELOPER, pursuant to the provisions set forth herein, shall be in accordance with all requirements of the regulatory agencies which have jurisdiction over the subject matter of this AGREEMENT as well as all applicable Federal and State Statutes, County and CITY ordinances. The requirements of this paragraph shall govern, regardless of any errors or omissions in the approved plans or specifications.

G. AS-BUILT DRAWINGS

DEVELOPER shall, at his own expense and at no expense to the CITY, furnish to the CITY one complete set of reproducible mylar and two sets of prints of As-built drawings prepared by a Florida registered engineer who designed the water distribution and sewer systems or by any other engineer retained by the DEVELOPER. The As-Built drawings shall be approved by the Director of Utilities authorized representative. As-Built drawings shall be certified and sealed by the DEVELOPER's engineer showing all pertinent information as to all mains, services and appurtenances belonging to, and affecting the water distribution and sewage collection systems and service lines as constructed in the field. As-Built drawings shall also be sealed by a Florida registered surveyor as to the actual locations of all surface features of these systems, easements and right of ways which are part or adjacent to the property and shall include all paving and drainage facilities constructed in conjunction with the water and sewerage facilities.

H. CONTRIBUTION PAYMENTS FROM DEVELOPER

The contribution charges (both water and sewer) shall be calculated according to rates set by Resolution of the City Commission.

The contribution charges shall be computed based upon the DEVELOPER'S representation on the approved final site plan for the PROPERTY. A copy of said plan shall be reduced to 8-1/2" x 11" and attached to this AGREEMENT as Exhibit "C". Exhibit "D" is attached to this AGREEMENT and shall indicate the number of buildings to be built, number of residential, non-residential and accessory units and ERC's per building and the number of meters and meter sizes. The Developer's engineer of record will also supply to the City, meter calculations on all non-residential meters based on the South Florida Building Code tables 46I, 46J and 46Q for meter sizes.

Payment of the contribution charges is a condition precedent to the execution of this AGREEMENT. The contribution charges applicable for this AGREEMENT are summarized as follows:

CONTRIBUTION (WATER)

Residential # N/A Units X _____ ERC's Per Unit @ \$1,205.00 Per ERC
Non-Residential # 32 ERC's @ \$1,205.00 Per ERC
Total ERC's 32 (WATER) Total Contribution \$ 38,560.00

CONTRIBUTION (SEWER)

Residential # N/A Units X _____ ERC's Per Unit @ \$1,550.00 Per ERC
Non-Residential # 33 ERC's @ \$1,550.00 Per ERC
Total ERC's 33 (SEWER) Total Contribution \$ 51,150.00

The DEVELOPER has paid to the CITY the sum of eighty nine thousand seven hundred ten dollars (\$89,710.00) for contribution charges. Unless City Commission, at the time of adoption of this AGREEMENT by Resolution, approves alternative payment procedures, all Contribution charges have been paid, as evidenced by the signature of the Finance Director:

Stanley Hawthorne, Finance Director

Date

Commencing after receipt of the Certificate of Occupancy and 90% occupancy of the ALF, the CITY will review the actual water usage for one year. Based on this data, actual ERC per bed requirements will be established. If the actual ERC consumption is greater than 100 gpd/bed, the number of ERC's required and the associated connection charges for the same will be adjusted accordingly. Any additional payment of connection charges will be due at that time. If actual consumption is less than 100 gpd/bed, the number of ERC's required and the associated connection charges for same will be adjusted for the ALF accordingly. Any overpayments of connection charges will be credited to the DEVELOPER at that time.

I. GUARANTEED REVENUES

1. DEVELOPER shall pay to the City, GUARANTEED REVENUES when due, at the rates in effect when due, as amended from time to time. GUARANTEED REVENUE is equal to the minimum service availability charge for water and sewer service. GUARANTEED REVENUES are due and payable monthly.

2. The payment of GUARANTEED REVENUES required by this AGREEMENT shall commence six (6) months after the payment of CIAC Fees. Has a Plat for the property been recorded with Broward County ____ YES X NO. If NO, then GUARANTEED REVENUES commence one (1) year after the effective date of this AGREEMENT. GUARANTEED REVENUES shall be due for all UNITS/ERC'S assigned to the PROPERTY unless otherwise specified by this AGREEMENT.

3. GUARANTEED REVENUE, if initiated shall no longer accrue for a unit when metered water and sewer service is established at a particular building and the required customer deposits are paid to the CITY. However, if accounts are open in the DEVELOPER'S name and closed without a new account being established, the GUARANTEED REVENUES shall resume.

4. The parties acknowledge the GUARANTEED REVENUE payments made by the DEVELOPER shall be considered as revenue (income).

J. MODIFICATION TO CITY'S WATER OR SEWER FACILITIES MAY BE NECESSARY

In addition to all other obligations of this AGREEMENT, DEVELOPER may be required by the CITY to make modifications to the CITY's water and sewage systems because of the development's impact on the systems. The modifications are set forth in Exhibit "E" and they shall be performed by DEVELOPER prior to the issuance of the first Certificate of Occupancy, unless provided in this AGREEMENT.

K. DELINQUENT PAYMENTS, DEFAULT, NOTICE OF DEFAULT

1. If any payment of GUARANTEED REVENUES required by this AGREEMENT is more than fifteen (15) days late, the CITY shall send the DEVELOPER a notice of delinquency by prepaid certified mail, and failure of the DEVELOPER to make the required payment in full within seven (7) days of the date shown on the notice shall constitute a default by the DEVELOPER.

2. Other than required payment of GUARANTEED REVENUES, if any act required by this AGREEMENT is not timely accomplished or if any act prohibited by this AGREEMENT is done, then this AGREEMENT shall be in default. Notice of default and the grounds for default shall be sent to the DEVELOPER by the CITY as provided in Part VI of this AGREEMENT.

L. SANCTIONS AND PENALTIES

Should DEVELOPER be in default of this AGREEMENT, it is agreed that the CITY shall have the right to exercise any of the following sanctions or penalties:

1. Any reserved plant capacity under this AGREEMENT may be rescinded and forfeited.

2. The site plan for the PROPERTY is voidable by Resolution of the City Commission.

3. No final inspections shall be approved by CITY.

4. No Certificate of Occupancy shall be issued by CITY for any unit on the PROPERTY.

5. There shall be an interest penalty equal to the maximum rate allowed by Florida State Law on any payments due to CITY from DEVELOPER which are not paid. The penalty, when applicable, shall accrue from the due date of payment as provided in this AGREEMENT.

6. The CITY shall be entitled to lien the PROPERTY and foreclose the lien in satisfaction of any payments due under this AGREEMENT.

7. CITY shall be entitled to any other remedy at law and failure to exercise any remedy shall not constitute a waiver of said remedy.

M. MISCELLANEOUS ADDITIONAL OBLIGATIONS OF DEVELOPER

Prior to acceptance of the work required to be done, DEVELOPER shall, without cost to CITY:

1. Convey to CITY and its successors and assigns, by good and sufficient exclusive easement deed, in a form satisfactory to CITY, a perpetual right, easement and privilege to operate, maintain, repair or replace all water and sewer mains, pipes, connections, pumps and meters within granted easements upon DEVELOPER's PROPERTY in connection with supplying water and sewer service to the inhabitants, occupants and customers in DEVELOPER's PROPERTY and secure from each mortgage and lienor a release of mortgagees' and lienors' interest in the easement and fixtures thereon for so long as the easement is used for the operation, maintenance, repair or replacement of water and sewer mains, pipes, connections, pumps and meters within the easements. Easements shall be a minimum of 20' wide for sewer and 15' wide for water.

2. Transfer to CITY by BILL OF SALE ABSOLUTE all DEVELOPER's right, title and interest in and to all of the water and sewer supply lines, mains, pumps, connections, pipes, valves, meters and equipment installed up to and within granted easements and right-of-way within the PROPERTY and off-site improvements installed for the purpose of supplying water distribution and sewage collection for DEVELOPER'S PROPERTY.

3. Furnish CITY with an AFFIDAVIT that all persons, firms or corporations who furnished labor or materials used directly or indirectly in the prosecution of the work required to be performed by this AGREEMENT have been paid, or in the event of a dispute between the DEVELOPER and a contractor or subcontractor, furnish CITY with a BOND in the amount in dispute and in a form acceptable to the CITY.

4. Furnish CITY with a satisfactory surety bond or letter of credit in the amount of twenty-five percent (25%) of the cost of the work, in a form acceptable to the CITY, guaranteeing all work installed pursuant to this AGREEMENT against defects in materials, equipment or construction for a period of not less than one (1) year from date of acceptance of same by CITY.

5. Furnish CITY with T.V. inspection and air test of the sanitary sewer collection system performed one (1) month before 1- year warranty period expires.

6. Install cleanout on consumer's sanitary service in accordance with current Utility Standard Detail.

PART III. CITY'S OBLIGATION

A. CITY'S MAINTENANCE OF SYSTEMS AFTER CERTAIN CONDITIONS

When, at no cost to CITY, (1) the water distribution and sewage collection systems have been satisfactorily installed, inspected, tested and approved and certified in writing by the DEVELOPER's engineer, together with the Director of Utilities, or his authorized representative; and (2) when DEVELOPER has satisfied the conditions of this AGREEMENT, then CITY shall thereafter maintain the water distribution system and sewage collection system up to and within granted easements upon DEVELOPER'S PROPERTY. However, the CITY will only be responsible for the maintenance of the sewer collection system from manhole to manhole and up to the first cleanout of the service lateral within the granted easements and the CITY will only be responsible for the maintenance of the water distribution up to the meter, fire hydrant, or fireline service within the granted easements. The obligation of the CITY to furnish water and/or sewer service other than construction water shall not arise until DEVELOPER has completed the conditions contained in this paragraph. The CITY shall reserve 32 ERC's of water service and 33 ERC's of sewage treatment plant capacity for DEVELOPER.

B. SERVICE CONDITIONS ON LARGE USER AGREEMENT

The CITY has entered into a "Large User Agreement" with Broward County, (the "COUNTY"), in which the COUNTY has agreed to make future sewage treatment capacity available at its regional wastewater treatment plant. In the event CITY cannot provide sufficient capacity, as a result of COUNTY's action, the CITY's sole obligation shall be to refund DEVELOPER'S contribution charges as described in this AGREEMENT, for those units for which CITY is unable to provide capacity provided that DEVELOPER is not in default of this AGREEMENT.

C. IMPOSSIBILITY TO PROVIDE SERVICE

In the event that the CITY cannot provide sufficient service as a result of the actions of any regulatory agency, then the CITY's sole obligation shall be to refund DEVELOPER'S contribution charges as described in this AGREEMENT, for those units for which CITY is unable to provide capacity provided that DEVELOPER is not in default of this AGREEMENT.

PART IV. MUTUAL COVENANTS

It is mutually agreed by and between the parties that the preambles contained at the

beginning of this AGREEMENT are true and correct and in addition to them, it is mutually covenanted and agreed, as follows:

A. ASSIGNMENT OF THIS AGREEMENT

In addition to binding DEVELOPER, the provisions of this AGREEMENT shall run with the land and be binding upon and inure to the benefits of successors in title to the PROJECT after this AGREEMENT has been recorded in the Public Records of Broward County, Florida. However, any other assignment or transfer of DEVELOPER's rights and obligations is prohibited unless:

1. Assignment shall be done in writing in the same formality as this AGREEMENT.

2. CITY shall be a party of said assignment and shall not withhold approval of assignment unreasonably.

3. DEVELOPER shall remain primarily liable to CITY for the terms and conditions of this AGREEMENT unless assignment is made in compliance with this section. CITY agrees to execute a "satisfaction by assignment" for DEVELOPER if this AGREEMENT is properly assigned.

DEVELOPER agrees to make full disclosure to any party purchasing all or any part of the PROPERTY encompassed by this AGREEMENT as to all the terms hereof, and with particular reference to the GUARANTEED REVENUES set forth in Section I of Part II herein.

B. REPEAL OF PRIOR AGREEMENTS

All prior Developer Agreements or Agreements pertaining to the supply of water and sewer affecting the PROPERTY are hereby canceled and declared of no force and effect upon that PROPERTY which is the subject matter of this AGREEMENT.

PART V. MUTUAL ADDITIONAL COVENANTS

PARTICULARLY FOR FUTURE CONSUMERS AND ASSIGNEES AS WELL AS DEVELOPER

It is mutually covenanted and agreed by and between the parties as follows:

A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water service and sewage collection service to consumers within the PROPERTY covered by this AGREEMENT.

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

DEVELOPER, his successors and assigns, and the owners and occupants of buildings on DEVELOPER's PROPERTY shall not install or maintain any water wells except for irrigation purposes.

C. PROMULGATION OF REASONABLE RULES OF SERVICES

CITY shall have the right to promulgate from time to time reasonable rules and regulations relating to the furnishing of water service and sewage collection service to consumers within the PROPERTY encompassed by this AGREEMENT. Such rules and regulations may relate to, but are not limited to, rates, deposits and connection charges and the right to discontinue services under certain conditions. The water and sewer rates to be charged by CITY to said customers shall be the rates now or hereafter charged to other customers within the area of service of TAMARAC UTILITIES WATER AND SEWER SYSTEM. DEVELOPER hereby acknowledges and agrees that the rates are subject to change at any time by CITY.

D. CITY NOT LIABLE FOR DEVELOPER'S OR CONSUMER'S PROPERTY

CITY shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on DEVELOPER's PROPERTY other than the water main and water service lines (from the water main to the water meter) and the sewage collection system within granted easements to CITY pursuant to this AGREEMENT.

E. SYSTEM ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water service or sewage collection service on DEVELOPER's PROPERTY shall keep all water pipes, service lines including cleanouts, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition. The sale of water by CITY to the consumer shall occur at the consumer's side of the meter but the obligation for the maintenance of the lines shall be as set forth above and in applicable CITY regulations.

F. EFFECTIVE DATE

Unless otherwise specified in this AGREEMENT, this AGREEMENT shall not be binding until fully executed, but once executed, it shall have a retroactive effect commencing from the date of the City Commission meeting at which it was approved.

G. OVER-SIZE METERS ON SINGLE FAMILY HOMES

It is assumed that a single family home on the PROPERTY will be serviced by a 5/8-inch water meter. If a larger water meter is needed, then the owner (whether DEVELOPER, Assignee or Homeowner) will be charged additional contribution charges which must be paid at the rate prevailing at the time of the application for larger meter for additional ERC's, to accommodate the larger meter.

H. CONDITIONS ON FIRE HYDRANT USE

No water from CITY's water distribution system shall be used or disbursed by DEVELOPER or his agents, through fire hydrants or water mains, or by any person, firm, corporation or agency, public or private, unless the Director of Utilities has first approved the use and the connection, and there has first been made adequate provisions for compensating CITY for such water.

I. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water and sewer service to the PROPERTY described herein at any time caused by an Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of the CITY shall not constitute a breach of the provisions contained herein nor impose liability upon the CITY by the DEVELOPER, his successors and assigns.

J. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this AGREEMENT is for any reason held invalid or unconstitutional by any court of competent jurisdiction such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

K. RECORDING OF AGREEMENT

This AGREEMENT shall be recorded by the CITY among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in DEVELOPER's PROPERTY connected to or to be connected to said water and sewer systems of CITY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this AGREEMENT in the execution thereof; and the acquisition or occupancy of real PROPERTY in DEVELOPER's PROPERTY connected to or to be connected to the said water and sewer systems of CITY shall be

deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the AGREEMENT herein contained and have become bound thereby.

L. HOLD HARMLESS PROVISION

It is mutually agreed that the CITY shall be held harmless from any and all liability for damages if CITY's obligations under this AGREEMENT cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this AGREEMENT shall be null and void and unenforceable by either party regarding that portion of the DEVELOPER's PROPERTY for which CITY cannot perform its obligation.

M. CONTROL OF CROSS CONNECTIONS AND BACK-FLOW

1. The purpose of this Section is to protect the public water main against actual or potential cross-connections and back-flow by isolating within the premises or Private Property contamination or pollution that has occurred or may occur because of some undiscovered or unauthorized cross-connection on the premises or Private Property.

2. POLICY

- a. No water service connection shall be installed or maintained by the CITY unless the public water main is protected by an Approved back-flow prevention assembly as required by Florida Administrative Code 17-22, applicable DEP regulations, and this Section.
- b. Any back-flow prevention assembly required herein shall be of a model, type and size approved by the Director of Utilities for the City of Tamarac, or his Designee, utilizing accepted practices and Standards established by the American Water Works Association, AWWA C-506-78 or American Society of Sanitary Engineers Standard 1024.
- c. Service of water to any premises shall be denied or discontinued by the CITY if a back-flow prevention assembly required by this Section is not properly installed, tested, and maintained in properly functioning condition, or if it is found that a required assembly has been removed or by-passed.
- d. Single family residences shall be protected by a dual check valve, which will be installed by a plumber on the outlet side of the meter after installation of the meter.

- e. All services, other than single-family residences, shall be protected by an approved reduced pressure principle assembly or double check valve assembly, as determined by the Director of Utilities or his designee, based on planned water usage within the premises.
- f. Reduced pressure principle and double check valve assemblies shall be procured and installed by DEVELOPER, in accordance with the Standard Back-Flow Prevention Detail Sheet, which is available at the Tamarac Utilities Department, prior to the installation of the water service meter.
- g. Prior to connection of water service, the back-flow prevention assembly must be inspected and tested by a certified tester. If at the time of testing, the assembly is found to be malfunctioning, the DEVELOPER will be notified by the CITY and water service will not be provided until such time as the back-flow prevention assembly does pass inspection.
- h. Annual (or at intervals determined by Director of Utilities or his designee) inspections and tests of back-flow prevention assembly shall be performed by state certified back-flow tester. DEVELOPER/OWNER must have tests performed (with results submitted to Director of Utilities) by a State certified back-flow tester at DEVELOPER/OWNER expense. The DEVELOPER/OWNER will be responsible for insuring that proper plumbing permits have been obtained and fees paid.

N. WELLFIELD PROTECTION

DEVELOPER acknowledges that property described in Exhibit "A" (~~is~~ / is not) within a Broward County Protected Well Field zone of influence per Broward County Ordinance 84-60 or within an existing or proposed well field zone of influence as determined by Tamarac Director of Utilities. If property is within said zone of influence, DEVELOPER agrees to limit uses of property to those uses that are allowed by Broward County Ordinance 84-60 or as it may be amended.

O. PROHIBITED HAZARDOUS MATERIALS

DEVELOPER acknowledges that Broward County and the City of Tamarac have ordinances that prohibit discharge of hazardous materials into the sanitary sewer system. (Broward County Ordinance 86-61 and Tamarac Ordinance 85-52). DEVELOPER agrees not to discharge hazardous materials into the sanitary sewer system as defined by

Broward County Ordinance 86-61 and Tamarac Ordinance 85-52 or as they may be amended.

P. VENUE

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

PART VI. NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for the giving of notice:

FOR CITY OF TAMARAC:

City Manager
7525 Northwest 88th Avenue
Tamarac, Florida 33321

FOR THE DEVELOPER:

Vice President of Development
Merrill Gardens, L.L.C.
2716 Western Avenue
Seattle, Washington 98121

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART VII. ADDITIONAL PROVISIONS

A. EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" - Legal Description and Legal Sketch on an 8-1/2inch by 11- inch page of the PROPERTY

EXHIBIT "B" - Receipt from third party for a portion of contribution charge:

Included_____ Not Included X

EXHIBIT "C" - A sketch of the site plan of the PROPERTY reduced to 8-1/2 inch by 11-inch page size.

EXHIBIT "D" - A listing for the PROPERTY indicating the number of ERC's allocated to each building, the number of meters per building, the meter size(s) and a payment schedule of phasing (if applicable).

EXHIBIT "E" - Modification of CITY's water or sewer facilities if required by the Director of Utilities, if applicable.

Included_____ Not Included x

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

Signed, sealed and
delivered in the presence of:

ACCEPTED BY CITY OF TAMARAC
GRANTEE

ATTEST:

By: Robert S. Noe, Jr.
Robert S. Noe, Jr.,
City Manager

By: Joe Schreiber
Joe Schreiber
Mayor

Date: MAY 13, 1998

ATTEST:

By: Carol Gold
Carol Gold, CMC/AE
City Clerk

By: Robert S. Noe, Jr.
Robert S. Noe, Jr.,
City Manager

Date: MAY 13, 1998

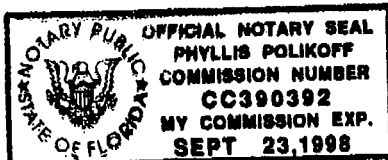
Approved as to form:

By: Mitchell S. Kraft
Mitchell S. Kraft,
City Attorney

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 Joe Schreiber + Robert S. Noe, Jr. to me known to be the person(s) described in and who executed the foregoing instrument and They acknowledged before me and under oath that They executed the same.

WITNESS my hand and official seal this 13 day of MAY, 1998.



Phyllis Polikoff
NOTARY PUBLIC, State of Florida
at Large

Phyllis Polikoff
(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

(☒) Personally known to me, or
() Produced identification

Type of I.D. Produced

() DID take an oath, or (☒) DID NOT take an oath.

ATTEST:

DEVELOPER : MERRILL GARDENS, L.L.C

By: Merrill Associates Limited Partnership, Manager

By: The Merrill Group Inc., Managing General Partner

By: [Signature]

John L. Carrosino, Secretary

By: [Signature]

William D. Pettit, Jr., President

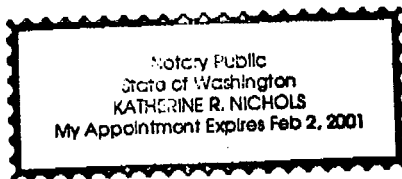
(Corporate Seal)

STATE OF WASHINGTON)(

COUNTY OF KING)(

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 William D. Pettit, Jr., and John L. Carrosino, to me known to be the persons described in and who executed the foregoing instrument and who acknowledged before me and under oath that they executed the same.

WITNESS my hand and official seal this 5th day of February, 1998.



Katherine R. Nichols
NOTARY PUBLIC, State of Washington

Katherine R. Nichols
Name of Notary Public
Stamp, or Type as Commissioned

- (☒) Personally know to me, or
(☐) Produced identification

Type of I.D. Produced

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

ATTEST:

OWNER : MERRILL GARDENS, L.L.C

By: Merrill Associates Limited Partnership, Manager

By: The Merrill Group Inc., Managing General Partner

By: [Signature]
John L. Carrosino, Secretary

By: [Signature]
William D. Pettit, Jr., President

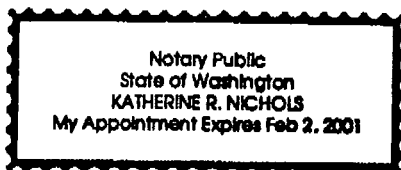
(Corporate Seal)

STATE OF WASHINGTON)(

COUNTY OF KING)(

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 William D. Pettit, Jr., and John L. Carrosino, to me known to be the persons described in and who executed the foregoing instrument and who acknowledged before me and under oath that they executed the same.

WITNESS my hand and official seal this 15th day of February, 1998.



Katherine R. Nichols
NOTARY PUBLIC, State of Washington

Katherine R. Nichols
Name of Notary Public
Stamp, or Type as Commissioned

- (☒) Personally know to me, or
(☐) Produced identification

Type of I.D. Produced

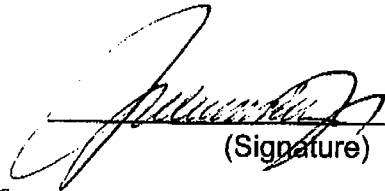
(☐) DID take an oath, or (☒) DID NOT take an oath.

AFFIDAVIT SHALL BE COMPLETED WHEN MORTGAGEE SIGNATURE IS NOT APPLICABLE

I, William D. Pettit, Jr., do hereby affirm that I am the President of The Merrill Group, Inc., Managing General Partner of Merrill Associates Limited Partnership, the Manager of Merrill Gardens, L.L.C., and that I have executed a Water and Sewer Developer's Agreement with the City of Tamarac for **Merrill Gardens of Tamarac** project and that I am the owner of the property covered by said Agreement.

There are no mortgages held on the property which is the subject of said DEVELOPER'S AGREEMENT.

FURTHER AFFIANT SAYETH NOT.


(Signature)

This 18th day of February, 1998.

STATE OF WASHINGTON)(

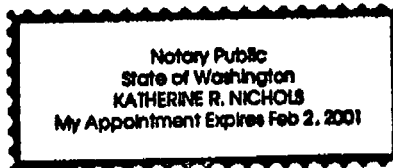
COUNTY OF KING)(

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 William D. Pettit, Jr., to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me and under oath that he executed the same.

WITNESS my hand and official seal this 18th day of February, 1998.

Katherine R. Nichols
NOTARY PUBLIC, State of Washington

Katherine R. Nichols
Name of Notary Public
Stamp or Type as Commissioned



(☒) Personally know to me, or
(☐) Produced identification

Type of I.D. Produced

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



NICK MILLER, INC.
Surveying & Mapping Consultants

DESCRIPTION
(AS PROVIDED)

A PORTION OF TRACT 13, OF FORT LAUDERDALE TRUCK FARMS SUBDIVISION OF SECTION 3, TOWNSHIP 49 SOUTH, RANGE 41 EAST, AS RECORDED IN PLAT BOOK 4, AT PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT 13; THENCE NORTH 00 DEGREES, 13 MINUTES, 57 SECONDS WEST ALONG THE EAST LINE OF SAID TRACT 13, A DISTANCE OF 838.73 FEET; THENCE NORTH 88 DEGREES, 32 MINUTES, 53 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID TRACT 13, A DISTANCE OF 865.68 FEET TO THE POINT OF BEGINNING OF THE DESCRIPTION, THENCE CONTINUING NORTH 00 DEGREES, 32 MINUTES, 53 SECONDS WEST, A DISTANCE OF 400 FEET; THENCE NORTH 00 DEGREES, 12 MINUTES, 16 SECONDS WEST, PARALLEL WITH AND 53.0 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 424.27 FEET TO A POINT OF CURVE; THENCE NORTHERLY AND EASTERLY, ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 25.0 FEET, AN ARC DISTANCE OF 39.99 FEET; THENCE SOUTH 88 DEGREES, 32 MINUTES, 53 SECONDS EAST, A DISTANCE OF 374.27 FEET; THENCE SOUTH 00 DEGREES, 12 MINUTES, 16 SECONDS EAST, A DISTANCE OF 450.00 FEET TO THE POINT OF BEGINNING (THE "PROPERTY")

DATE: 2-24-98

GARY A. RAGER
PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE NO. 4828
STATE OF FLORIDA

FEBRUARY 24, 1998
SHEET 1 OF 2
97032E-1

1 inch = 100 ft.

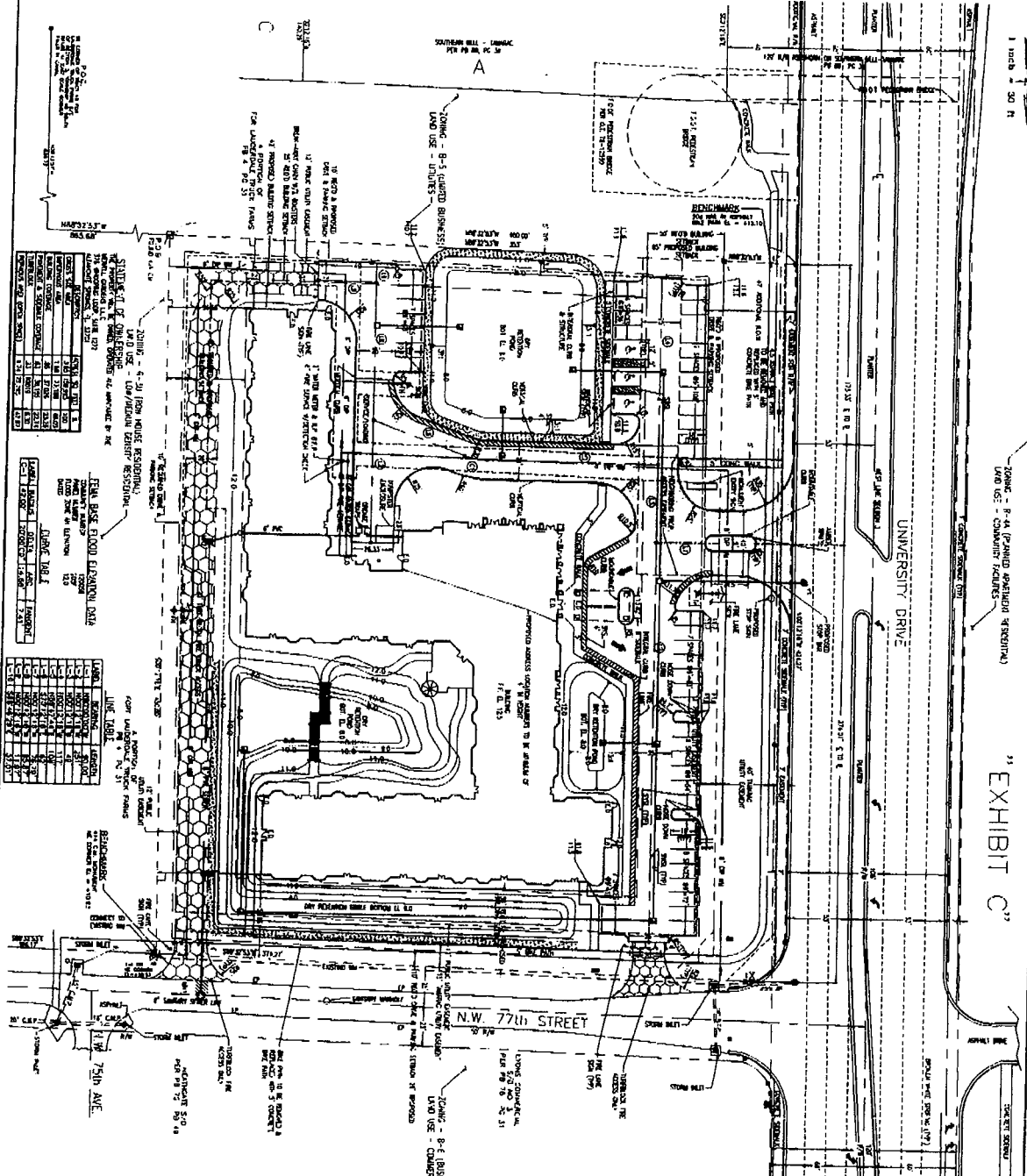


SUITE 105
2560 RCA BLVD.
PALM BEACH GARDENS, FLORIDA 33410
TEL 561 627-5200 FAX 561 627-0983
D.B.P.R. BUSINESS LICENSE No. 4318

NOTE: NOT A SURVEY

2 OF 2

FILE: 97032E-1.DWG




C-3	DATE: 1-10-90	SITE PLAN		ACTIVITY	NAME	DATE	NO DATE	REVISION	APPROV	<div>Conklin Porter and Holmes ENGINEERS, INC</div> <div></div> <div>3564 S.W. CORPORATE PKWY PALM DTY, FL 33409 TEL: 561-781-8700 FAX: 781-781-6681 ©1997 e-mail: conklin@compuserve.net</div>
	FOR MR. MERRILL	MERRILL GARDENS		DESIGNED BY	MLL	11/97	Δ			
		TAMARAC, FLORIDA		ORIGIN BY	J.L.	11/97	Δ			
				CHANGED BY	JCW	11/97	Δ			
				APPROVED BY	J.M. L. WINTER	11/97	Δ			
				REGISTRATION NO.	20001	Δ				

EXHIBIT D
TAMARAC WATER AND SEWER AGREEMENT

MERRILL GARDENS OF TAMARAC
7600 University Drive

METER SCHEDULE AND FEES FOR ALF USE

107 beds @ .286 ERC's per bed (107 beds @ 100 GPD per bed) 10,700 GPD **30.602 ERC**
10 employees per shift @ 40 GPD = .114 ERC's per employee x 10 **1.140 ERC**
TOTAL ALF ERC's REQUIRED 31.742 ERC

Water	Sewer	Water CIAC	Sewer CIAC	Total CIAC	Meters	Meter size
32	32	38,560	49,600	88,160	2	2" each
Dumpster (see below)						
	1	NA	1,550	1,550		
32	33	38,560	51,150	89,710		

DUMPSTER CONNECTED TO SEWER @ 1 ERC EACH. 1 ERC (SEWER) @ \$1,550 = \$ 1,550.00

GRAND TOTAL ERC'S 32 (Water) 33 (Sewer)

GRAND TOTAL CIAC FEES: **\$38,560 (Water) \$51,150 (Sewer)**

THIS PROJECT REQUIRES THE FOLLOWING SIZE AND NUMBER OF FIRE LINES:

 AT 4" DIAMETER AT 8" DIAMETER
1 AT 6" DIAMETER AT DIAMETER

SERVED BY WASTEWATER PUMP STATION NO. 21

33 ERC'S 3.65 SITE ACRES = 9.04 ERC'S / SITE ACRE

I HEREBY CERTIFY THAT THE NON-RESIDENTIAL WATER METERS LISTED ABOVE MEET THE MINIMUM REQUIREMENTS OF THE SOUTH FLORIDA BUILDING CODE FOR THE INTENDED USE.

SEAL

PE #

TYPE NAME

CITY OF TAMARAC

RESOLUTION NO. R-98-117

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ACCEPT AND EXECUTE A WATER AND SEWER DEVELOPER'S AGREEMENT WITH MERRILL GARDENS, LLC, FOR THE MERRILL GARDENS OF TAMARAC ALF PROJECT, LOCATED ON THE SOUTHEAST CORNER OF UNIVERSITY DRIVE AND NW 77TH STREET, FOR ONE WATER AND SEWER BUILDING CONNECTION AND ONE DUMPSTER CONNECTION REQUIRING 32 ERC'S FOR WATER AND 33 ERC'S FOR SEWER; REQUIRING THE PAYMENT OF \$89,710.00 IN CIAC FEES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the developer, Merrill Gardens, LLC, is constructing an Assisted Living Facility for the Merrill Gardens of Tamarac ALF Project, located on the southeast corner of University Drive and NW 77th Street, (attached hereto in map form as "Exhibit 1") in accordance with the Site Plan as approved by the City Commission on April 8, 1998; and

WHEREAS, the developer has offered a Water and Sewer Developer's Agreement to the City of Tamarac for the Merrill Gardens of Tamarac ALF Project as required by Code Sections 10-121(d), 10-122(f) and 10-123(e); and

WHEREAS, the Water and Sewer Developer's Agreement requires the purchase of 32 ERC's for water and 33 ERC's for sewer for a combined CIAC fee of \$89,710.00 as required by Resolution R-97-230; and

WHEREAS, it is the recommendation of the Director of Utilities that the Water and Sewer Developer's Agreement be approved, executed and the payment of the CIAC fees required for the Merrill Gardens of Tamarac ALF Project be accepted; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it in the best interest of the citizens and residents of the City of Tamarac to accept and execute a Water and Sewer Developer's Agreement with Merrill Gardens, LLC, for the Merrill Gardens of Tamarac ALF Project.

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.

SECTION 2: That the appropriate City Officials are hereby authorized to accept and execute a Water and Sewer Developer's Agreement (attached hereto as "Exhibit 2") with Merrill Gardens, LLC, for the Merrill Gardens of Tamarac ALF Project, located on the southeast corner of University Drive and NW 77th Street and collect the contribution charges in the amount of \$89,710.00.

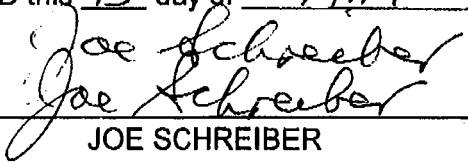
SECTION 3: That the City Clerk is hereby authorized and directed to record said Agreement in the Public Records of Broward County.

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

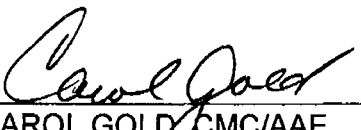
SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

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


PASSED, ADOPTED AND APPROVED this 13 day of MAY, 1998.


JOE SCHREIBER
MAYOR

ATTEST:

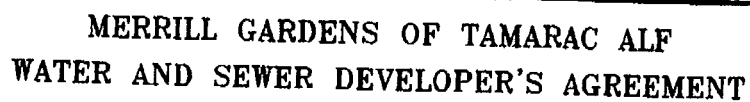

CAROL GOLD, CMC/AEE
CITY CLERK

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


MITCHELL S. KRAFT
CITY ATTORNEY

RECORD OF COMMISSION VOTE	
MAYOR	SCHREIBER <u>Aye</u>
DIST 1:	COMM. MCKAYE <u>Aye</u>
DIST 2:	V/M MISHKIN <u>Aye</u>
DIST 3:	COMM. SULTANOF <u>Absent</u>
DIST 4:	COMM. ROBERTS <u>Aye</u>

TEMP. RESO. # 8199



8199. DWG

AMENDMENT
TO WATER AND SEWER
DEVELOPER'S AGREEMENT

FOR: Merrill Gardens of Tamarac, Phase II
 (Name of Development)

This AMENDMENT TO AGREEMENT, made and entered into and between the City of Tamarac, 7525 Northwest 88th Avenue, Tamarac, Florida 33321, hereafter call "CITY" and Merrill Gardens, L.L.C. having an address at 1938 Fairview Avenue East, Suite 300, Seattle, WA 98102, hereinafter called "DEVELOPER"

WITNESSETH :

WHEREAS, CITY and DEVELOPER entered into a Water and Sewer Developer's Agreement for the property described in Exhibit "A" attached hereto and made a part of on May 13, 1998, said agreement recorded on O.R. Book 287 Page 0760 of the Public Records of Broward County, and;

WHEREAS, the parties desire to modify certain terms contained in that Agreement.

NOW, THEREFORE, in consideration of the mutual covenant and undertakings of the parties hereto and other good and valuable considerations, the parties hereto covenant and agree as follows:

1. Part II (H) of the Developer's Agreement is amended to read as follows:

CONTRIBUTION (WATER)

ORIGINAL CONTRIBUTION:

Residential # N/A Units X ERC's Per Unit @ \$ 1,205 Per ERC
 Non-Residential ERC's = 32 @ \$1,205 per ERC = \$ 38,560

FIRST AMENDMENT CONTRIBUTION:

Residential # N/A Units X ERC's Per Unit @ \$ 1,400 Per
 ERC

Non-Residential ERC's = 4 @ \$1,400 per ERC = \$5,600

SECOND AMENDMENT CONTRIBUTION:

Residential # Units X ERC's Per Unit @ \$ Per ERC
 Non-Residential ERC's = @ \$ per ERC = \$

SUBTOTALS: ERC'S = 36 **WATER CIAC FEE = \$44,160**

CONTRIBUTION (SEWER)

ORIGINAL CONTRIBUTION:

Residential # N/A Units X ERC's Per Unit @ \$ 1,550 Per ERC

Non-Residential ERC's = 33 @ \$1,550 per ERC = \$51,150

FIRST AMENDMENT CONTRIBUTION:

Residential # N/A Units X ERC's Per Unit @ \$ 1,800 Per

ERC

Non-Residential ERC's = 4 @ \$1,800 per ERC = \$7,200

SECOND AMENDMENT CONTRIBUTION:

Residential # Units X ERC's Per Unit @ \$ Per ERC

Non-Residential ERC's = @ \$ per ERC = \$

SUBTOTALS: ERC'S = 37 **SEWER CIAC FEE = \$58,350**

TOTAL CIAC FEE = \$102,570

ORIGINAL PAYMENT = \$89,710

CURRENT PAYMENT = \$12,800

2. Part III (A) of the Developer's Agreement is amended to read as follows:

PART III. CITY'S OBLIGATION

A. CITY'S MAINTENANCE OF SYSTEMS AFTER CERTAIN CONDITIONS

When, at no cost to CITY, (1) the water distribution and sewage collection systems have been satisfactorily installed, inspected, tested and approved and certified in writing by the DEVELOPER's engineer, together with the Director of Utilities, or his authorized representative; and (2) when DEVELOPER has satisfied the conditions of this AGREEMENT, then CITY shall thereafter maintain the water distribution system and sewage collection system up to and within granted easements upon DEVELOPER's PROPERTY. However, the CITY will only be responsible for the maintenance of the sewer collection system from manhole to manhole and up to the first cleanout of the service lateral within the granted easements and the CITY will only be responsible for the maintenance of the water distribution up to the meter, fire hydrant, or fireline service within the granted easements. The obligation of the CITY to furnish water and/or sewer service other than construction water shall not arise until DEVELOPER has completed the conditions contained in this paragraph. The CITY shall reserve 36 ERC's of water service and 37 ERC's of sewage treatment plant capacity for DEVELOPER.

3. All other provisions of the Developer's Agreement are hereby ratified.
4. This amendment shall become effective on the latest date of execution by a party hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

ACCEPTED BY CITY OF TAMARAC
GRANTEE

By: Joe Schreiber
Joe Schreiber
Mayor

Date: 5/30/2002

ATTEST:

By: Marion Swenson
Marion Swenson, CMC
City Clerk

By: Jeffrey L. Miller
Jeffrey L. Miller
City Manager

Date: 5/30/2002

Approved as to form:

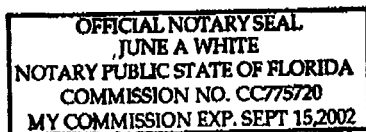
By: Mitchell S. Kraft
Mitchell S. Kraft,
City Attorney

STATE OF FLORIDA :
: SS

COUNTY OF BROWARD:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JOE SCHREIBER + JEFFREY L. MILLER to me known to be the person(s) described in and who executed the foregoing instrument and They acknowledged before me and under oath that They executed the same.

WITNESS my hand and official seal this 30 day of May,
2002.



June A. White
NOTARY PUBLIC, State of Florida
at Large

JUNE A. WHITE
(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

Type of I.D. Produced

- (☒) Personally known to me, or
() Produced identification

() DID take an oath, or () DID NOT take an oath
IN WITNESS WHEREOF, Owner has hereunto set his hand and seal on the day and
year first above written.

ATTEST:

DEVELOPER: MERRILL GARDENS, L.L.C

By: Merrill Associates Limited Partnership,
Manager

By: The Merrill Group Inc., Managing
General Partner

• By: [Signature]

• Type Name JOHN L. CARUSINO
Corporate Secretary

• By: [Signature]

Type Name William D. Pettit, Jr., President

• (Corporate Seal)

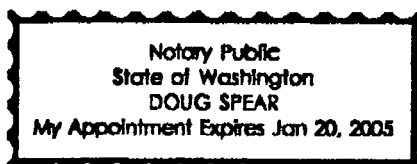
STATE OF WASHINGTON:

: SS

COUNTY OF King:

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 William D. Pettit, Jr. and to me known to be the person(s)
described in and who executed the foregoing instrument and who acknowledged
before me and under oath that he executed the same.

WITNESS my hand and official seal this 18th day of March,
2002.



• [Signature]
NOTARY PUBLIC, State of Washington
at Large By and for the State of Washington

Residing in Bothell

• [Signature]
(Name of Notary Public: Print, Stamp,
or type as Commissioned)

(☒) Personally known to me, or

() Produced Identification

N/A
Type of I.D. Produced

(☒) DID take an oath, or () DID NOT take an oath.

AFFIDAVIT SHALL BE COMPLETED WHEN MORTGAGEE SIGNATURE IS NOT APPLICABLE

I, William D. Pettit, Jr. do hereby affirm that I am the President of The Merrill Gardens Inc., Managing General Partner of Merrill Gardens Associates Limited Partnership, the Manager of Merrill Gardens, L.L.C. and that I have executed a Water and Sewer DEVELOPER's Agreement with the City of Tamarac for Merrill Gardens of Tamarac project and that I am the owner of the property covered by said DEVELOPER'S AGREEMENT.

There are no mortgages held on the property, which is the subject of said DEVELOPER'S AGREEMENT.

FURTHER AFFIANT SAYETH NOT.

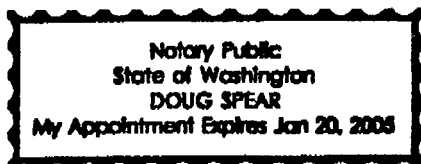
[Signature]
(Signature)

This 18 day of March, 2002.

STATE OF WASHINGTON:
: SS
COUNTY OF King:

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 William D. Pettit, Jr. to me known to be the person(s) described in and who executed the foregoing instrument and who acknowledged before me and under oath that he executed the same.

WITNESS my hand and official seal this 18th day of March, 2002.



[Signature]
NOTARY PUBLIC, State of Washington
at Large Dig and for the State of Washington
Residing in Seattle
[Signature]
(Name of Notary Public: Print, Stamp, or type as Commissioned)

(☒) Personally known to me, or

() Produced Identification

N/A
Type of I.D. Produced

(☒) DID take an oath, or () DID NOT take an oath.

EXHIBIT D
TAMARAC WATER AND SEWER DEVELOPER'S AGREEMENT

Development Merrill Gardens - Phase II

METER SCHEDULE FOR RESIDENTIAL USE

LOT #	# OF UNITS	# OF ERC'S		WATER CIAC FEES	SEWER CIAC FEES	TOTAL CIAC FEES	# OF METER S	METER SIZE
		WATER	SEWER					
	7	5	5	\$7,000	\$9,000	\$16,000	1	11/2"
CREDIT		1	1	\$1,400	\$1,800	\$ 3,200		
TOTAL	7	4	4	\$5,600	\$7,200	\$12,800	1	11/2"

* Note that under the original agreement, the calculations were based on a 107 bed facility. Due to emergency vehicle circulation, the building size was reduced to 103 beds. Therefore, there are 4 beds of capacity unused at the facility.

4 beds @ 0.286 ERC/Bed = 1.144 ERC; therefore, 5 ERC Proposed - 1.144 ERC available = 3.856 or 4 ERC's required.

0 DUMPSTER(S) CONNECTED TO SEWER
@ 1 ERC EACH= 0 ERC'S (SEWER)

TOTAL ERC'S 4 (WATER) 4 (SEWER)

THIS PROJECT REQUIRES THE FOLLOWING SIZE AND NUMBER OF FIRE LINES:

0 AT 4" DIAMETER 0 AT 6" DIAMETER

0 AT 8" DIAMETER 0 AT DIAMETER

NOTE: EXISTING FIRE LINES WILL BE UTILIZED. NO NEW FIRE LINES ARE NECESSARY.

SERVED BY WASTEWATER PUMP STATION NO.

4 ERC'S + 0.73 SITE ACRES= 5.48 ERC'S/SITE ACRE

I HEREBY CERTIFY THAT THE NON-RESIDENTIAL WATER METERS LISTED ABOVE MEET THE MINIMUM REQUIREMENTS OF THE SOUTH FLORIDA BUILDING CODE FOR THE INTENDED USE.

SEAL

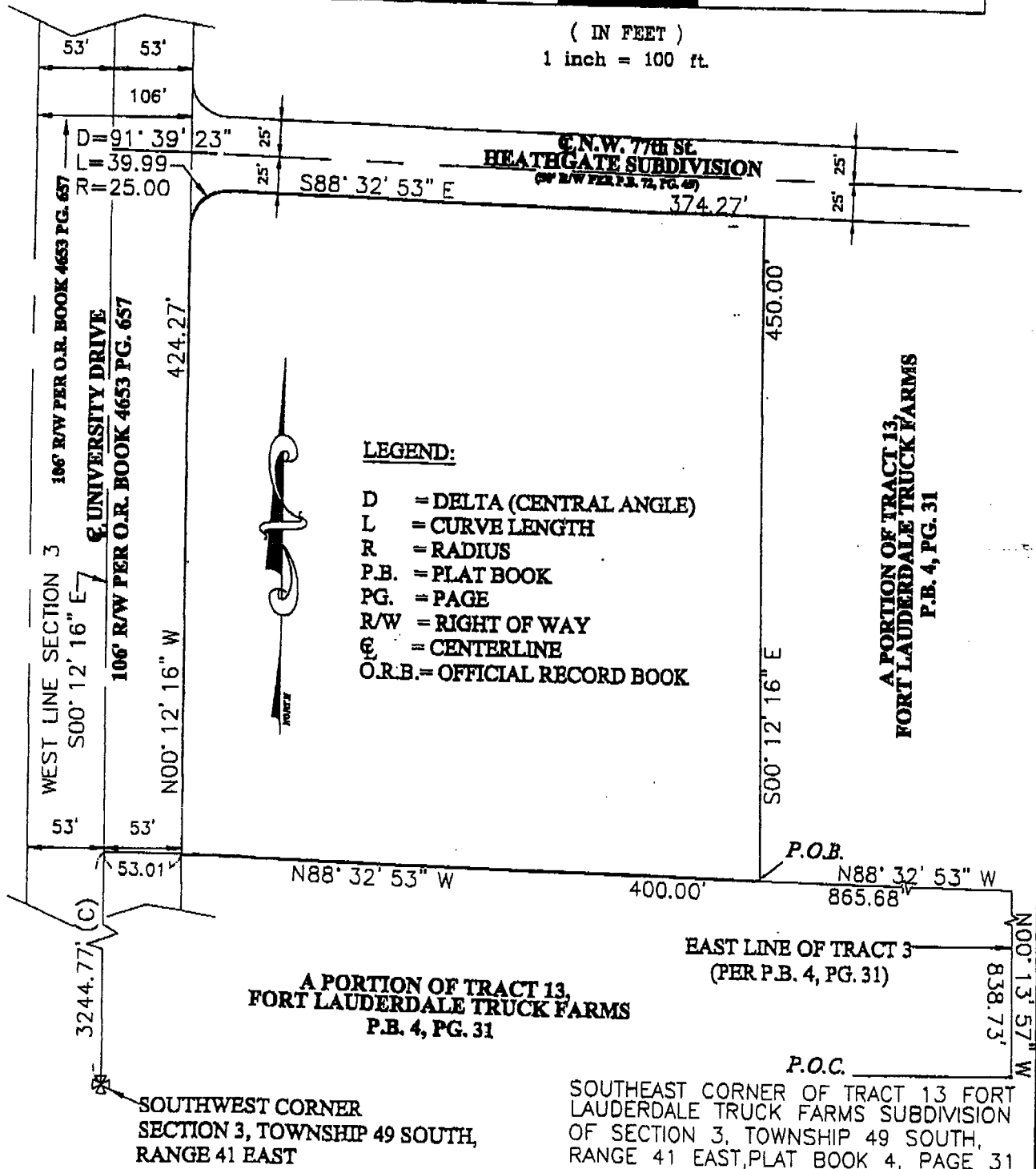
38023
P.E.#

William A. Stueber, P.E.
TYPE NAME

Exhibit "A" GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.



NICK MILLER, INC.
Surveying & Mapping Consultants

SUITE 105
2560 RCA BLVD.
PALM BEACH GARDENS, FLORIDA 33410
TEL 561 627-5200 FAX 561 627-0983
D.B.P.R. BUSINESS LICENSE No. 4318

SKETCH AND DESCRIPTION PREPARED FOR:

MERRILL GARDENS L.L.C.

NOTE: NOT A SURVEY

SCALE: 1" = 100'

DATE: 2-24-98

JOB NO. 97032E

FILE: 67032E-1.DWG

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2002-134

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ACCEPT AND EXECUTE A FIRST AMENDMENT TO THE WATER AND SEWER DEVELOPER'S AGREEMENT WITH MERRILL GARDENS, L.L.C., FOR THE MERRILL GARDENS OF TAMARAC, PHASE II PROJECT, LOCATED ON THE SOUTHEAST CORNER OF UNIVERSITY DRIVE AND NW 77TH STREET, ADDING ONE ADDITIONAL WATER METER REQUIRING 4 ERC'S FOR WATER AND 4 ERC'S FOR SEWER ESTABLISHING ADDITIONAL CONTRIBUTION CHARGES IN THE AMOUNT OF \$12,800.00; AUTHORIZING AND DIRECTING THE CITY CLERK TO RECORD SAID AGREEMENT IN THE PUBLIC RECORDS OF BROWARD COUNTY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Merrill Gardens, L.L.C., is the owner of the Merrill Gardens of Tamarac, Phase II Project located on the southeast corner of University Drive and NW 77th Street (a copy of which is attached hereto in map form as "Exhibit 1"); and

WHEREAS, Merrill Gardens, L.L.C., wishes to create a First Amendment to the Water and Sewer Developer's Agreement, revising "Exhibit D" of the Water and Sewer Developer's Agreement resulting in an additional 4 ERC's of water and 4 ERC's of sewer service for one additional water service connection; and

WHEREAS, it is the recommendation of the Director of Utilities that this First Amendment to the Water and Sewer Developer's Agreement between the City of Tamarac and Merrill Gardens, L.L.C., for the Merrill Gardens of Tamarac, Phase II Project be approved and executed; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to authorize the appropriate City Officials to accept and execute a First Amendment to the Water and Sewer Developer's Agreement, adding one additional water meter establishing 4 ERC's for water and 4 ERC's for sewer establishing additional contribution charges in the amount of \$12,800.00 for the Merrill Gardens of Tamarac, Phase II Project.

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 appropriate City Officials are hereby authorized to accept and execute a First Amendment to the Water and Sewer Developer's Agreement (a copy of which is attached hereto as "Exhibit 2") with Merrill Gardens, L.L.C., adding one additional water meter requiring 4 ERC's of water and 4 ERC's of sewer and establishing additional contribution charges in the amount of \$12,800.00.

SECTION 3: The City Clerk is hereby authorized and directed to record said agreement in the public records of Broward County.

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

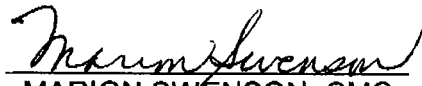
SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

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

PASSED, ADOPTED, AND APPROVED this 22nd day of May, 2002.


JOE SCHREIBER
MAYOR

ATTEST:


MARION SWENSON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR SCHREIBER Aye
DIST 1: V/M. PORTNER Aye
DIST 2: COMM. MISHKIN Aye
DIST 3: COMM. SULTANOF Aye
DIST 4: COMM. ROBERTS Aye

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

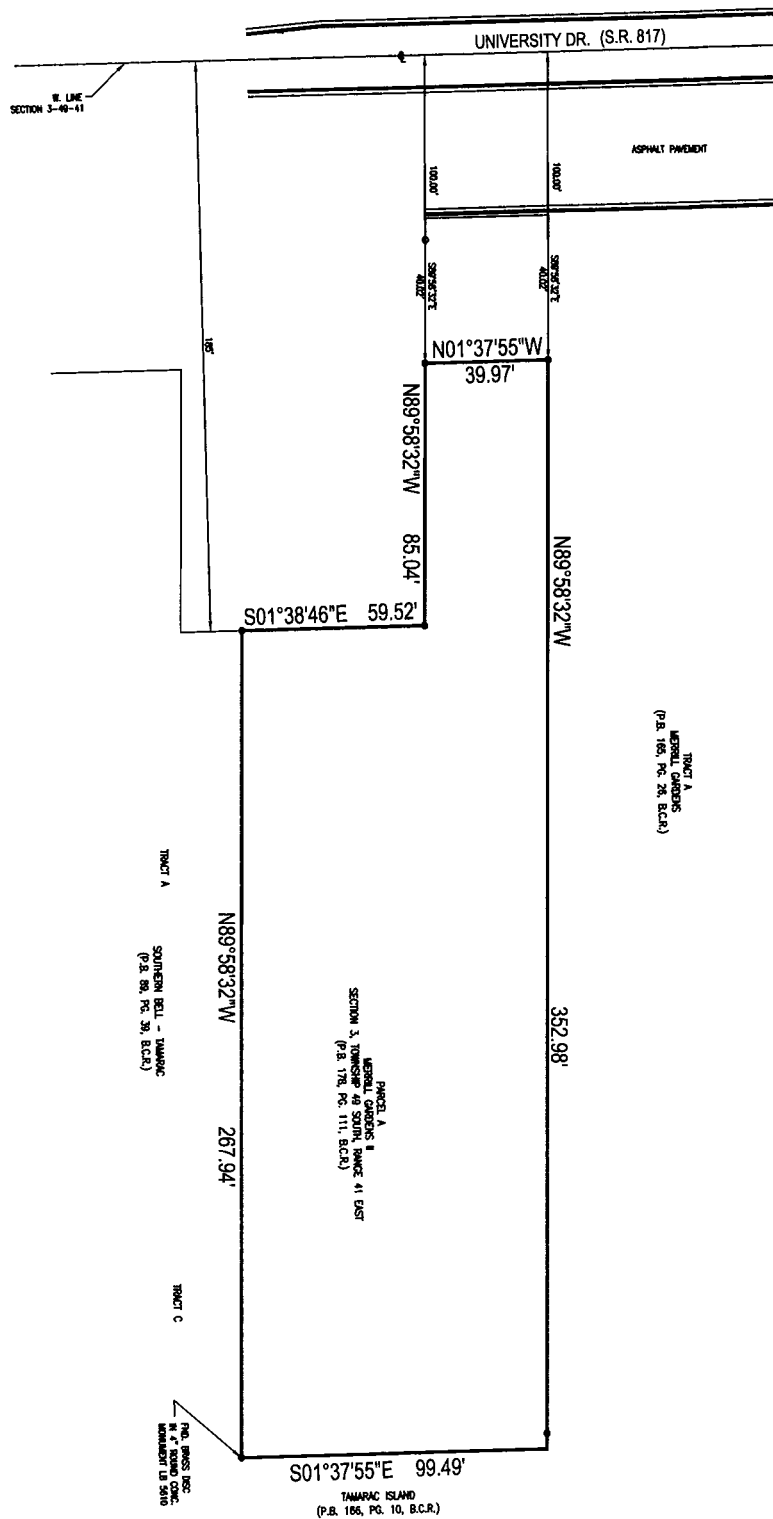
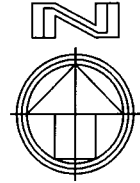

MITCHELL S. KRAFT
CITY ATTORNEY

MERRILL GARDENS, PHASE II
FIRST AMENDMENT TO WATER AND SEWER DEVELOPER'S AGREEMENT

SKETCH AND DESCRIPTION


PARCEL A OF MERRILL GARDENS II, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 178, PAGES 110-111, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS LYING AND SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAINING 30,030 SQUARE FEET OR 0.689 ACRES, MORE OR LESS.



CARNAHAN • PROCTOR CROSS, INC.

814 SOUTH MILITARY TRAIL, DEERFIELD BEACH, FL 33442
PHONE: 954-972-3959 FAX: 954-972-4178

					 CARNAHAN • PROCTOR CROSS, INC. 814 SOUTH MILITARY TRAIL, DEERFIELD BEACH, FL 33442 PHONE: 954-972-3959 FAX: 954-972-4178
REVISIONS		DATE	BY	CK'D	
JOB NO.	080705	DWG. BY:	GBH		SCALE: 1" = 60'
		CH'D BY:	GBH		DATE: 11-21-13
					SHEET 1 OF 1 SHEETS



Title - TR12436 - Approving Amendment #11 to Agreement with Ronald L. Book for Lobbying Services

A Resolution of the City Commission of the City of Tamarac, Florida; approving Amendment #11 to the Agreement between the City of Tamarac and Ronald L. Book, P.A. for Lobbying Services, extending the Agreement through January 26, 2015, at a cost not to exceed Fifty-Nine Thousand Four Hundred Dollars (\$59,400.00) per year; authorizing the appropriate City Officials to execute the Amendment to the Agreement for Lobbying Services; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Name:

Description:

 [TR_12436_RON_BOOK_LOBBYIST - AMENDMENT 11 - MEMO 2014.doc](#)

TR12436 Memo

 [TR_12436_Ron_Book_Reso_2014.doc](#)

TR12436 Resolution

 [TR_12436_AMEND#11-RONALD_L_BOOK_-2014.doc](#)

TR12436 Exhibit A

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

**TO: MICHAEL C. CERNECH,
CITY MANAGER**

DATE: DECEMBER 10, 2013

**FROM: DIANE PHILLIPS,
ASSISTANT CITY MANAGER**

**RE: AGREEMENT FOR LOBBYIST
SERVICES/TR12436**

Recommendation:

Place the above referenced item on the agenda for the January 8, 2014 City Commission Meeting.

Issue:

Approval of Amendment #11 to the agreement for Lobbyist Services between the City of Tamarac and Ronald L. Book.

Background:

In September 2002 the City entered into a contract for lobbyist services with Ronald L. Book. The agreement was subsequently amended on an annual basis. The terms of the existing agreement provide that Mr. Book will;

- contact and communicate with agencies and officers of Federal State and Local government as directed by City Manager or designee
- establish and maintain liaisons with Federal State and Local agencies, officers and elected officials
- obtain and provide information relating to all matters concerning the specific interests of the City of Tamarac and recommend action as necessary
- monitor Federal and State legislation and rule-making processing by Federal and State agencies (whether pending, introduced or initiated during the term of this contract) which impact the operation, revenues and/or required expenditures of the City
- act as an official representative of the City with members of the Federal and State delegations, governmental agencies and persons involved in governmental affairs affecting the City as directed and authorized by City Manager or designee
- arrange meetings with legislators as necessary, and participate in said meetings as required
- lobby on behalf of City-sponsored legislation and on specific bills and issues as directed by City Manager or designee
- assist the City of Tamarac in identifying funding opportunities
- assist the City of Tamarac in obtaining Federal and State permits and appropriations

Since the onset of the contract, Mr. Book has assisted in securing State level appropriations, lobbied on behalf of the City based on Commission priorities, and apprised the City regarding pertinent bills and issues as they arise throughout the legislative session.

The proposed Amendment #11 provides for the continuation of Mr. Book's services under the existing contract terms and conditions and at the current contract cost of \$59,400 per year, for an additional one year period.

Fiscal Impact:

Approval of the resolution and subject Amendment #11 provides for continuation of services through January 26, 2015. Funds for lobbyist services are included in the FY14 adopted budget.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2014-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA; APPROVING AMENDMENT #11 TO THE AGREEMENT BETWEEN THE CITY OF TAMARAC AND RONALD L. BOOK, P.A., FOR LOBBYING SERVICES, EXTENDING THE AGREEMENT THROUGH JANUARY 26, 2015, AT A COST NOT TO EXCEED FIFTY-NINE THOUSAND FOUR HUNDRED DOLLARS (\$59,400.00) PER YEAR; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AMENDMENT TO THE AGREEMENT FOR LOBBYING SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac Commission has expressed its interest in retaining the services of a qualified professional lobbyist to represent the City of Tamarac's legislative, administrative and funding interests at the Federal, State and Local levels; and

WHEREAS, the City of Tamarac entered into an Agreement with Ronald L. Book, P.A. on September 11, 2002, (a copy of said agreement is on file in the office of the City Clerk), providing for said lobbying services for a one (1) year period; and

WHEREAS, the City of Tamarac has amended the Agreement annually providing for continuation of lobbying services; and

WHEREAS, the existing agreement expires on January, 26, 2014 and provides that the parties may terminate, renew and/or renegotiate the agreement; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to approve and execute Amendment #11 to the Agreement between the City of Tamarac and Ronald L. Book, P.A. providing for Lobbying Services at a cost not to exceed \$59,400 extending the agreement through January 26, 2015, attached hereto as Exhibit "A".

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 appropriate City Officials hereby approve Amendment #11 to the Agreement between the City of Tamarac and Ronald L. Book, P.A., providing for lobbying services at a cost not to exceed \$59,400, extending the agreement through January 26, 2015.

SECTION 3: The appropriate City Officials are hereby authorized to execute the Amendment to the Agreement for Lobbying Services between the City of Tamarac and Ronald L. Book P.A., attached hereto as Exhibit "A".

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

SECTION 5: If any clause, section, other part or application of this Resolution is

held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

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

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2014.

BETH TALABISCO, Mayor

ATTEST:

PATRICIA TEUFEL, CMC
City Clerk

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

SAMUEL S. GOREN
City Attorney

**AMENDMENT #11
TO AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
RONALD L. BOOK, P.A.**

The CITY OF TAMARAC ("City") and RONALD L. BOOK, P.A., a Florida corporation, with principal offices located at 2999 N.E. 191 Street, PH6, Aventura, Florida, 33180 ("Consultant") agree to execute Amendment #11 to the original Agreement dated September 11, 2002 providing for Lobbying Services as follows:

1. Per the terms of Section 3 of the original Agreement dated September 11, 2002, as amended by the City Commission on August 27, 2003, August 25, 2004, September 11, 2005, September 13, 2006, September 27, 2007, September 10, 2008 January 27, 2010, January 26, 2011, January 11, 2012 and January 26, 2013 the City and Consultant agree to exercise the renewal option for a term effective January 26, 2014 through January 26, 2015.

* * *

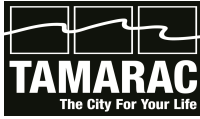
2. Section 3 of the agreement shall be amended as follows:

3) Time of Commencement and Performance Evaluation

The term of this Agreement shall be ~~January 27, 2011 January 27, 2012 January 26, 2012 January 27, 2013~~ through ~~January 26, 2014 January 26, 2015~~. Upon expiration of this term, the parties may choose to terminate, renew and/or re-negotiate the Agreement by written agreement signed by the parties hereto for a term to be set in the renewal agreement.

* * *

All other provisions of the original Agreement, as amended, remain in effect as written.



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

CITY OF TAMARAC

Beth Talabisco, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Patricia Teufel, CMC
City Clerk

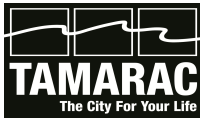
Date

Date

Approved as to form and legal sufficiency:

Samuel S. Goren, City Attorney

Date



ATTEST:

Signature of Consultant

Signature

Type/Print Name of Consultant

Type/Print Name

Date

(CORPORATE SEAL)

STATE OF FLORIDA :
: SS.:
COUNTY OF _____:

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 RONALD L. BOOK, an individual, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal this , day of _____, 20__.

Signature of Notary Public
State of Florida at Large

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.



Title - TR12420 FY 13/14 CDBG Action Plan Amendment

A Resolution of the City Commission of the City of Tamarac, Florida, approving a first amendment to the fiscal year 2013/2014 Annual Action Plan for expenditure of the U.S. Housing and Urban Development Community Development Block Grant funds for the fourteenth program year to provide for reallocation of funds and addition of two activities; providing for conflict; providing for severability; and providing for an effective date.

ATTACHMENTS:

Name:

Description:

📎 [TEMP RESO #12420 Staff report-1st Amend.doc](#)

Staff Report

📎 [TEMP RESO 12420-Resolution.doc](#)

TR12420 Resolution

📎 [2013-2014 Annual Action Plan-1st Amendment.docx](#)

Action Plan 1st Amendment

CITY OF TAMARAC
INTEROFFICE MEMORANDUM (13-10-008M)
COMMUNITY DEVELOPMENT

TO: Michael C. Cernech, City Manager DATE: 23 DECEMBER 2013

**FROM: Frank Zickar, Interim Director of
Community Development**

**RE: 1st Amendment - CDBG FY
2013/14 Action Plan
Case No. 19-MI-13
Temp Reso #12420**

Recommendation: The Director of Community Development recommends that the City Commission review and approve the first amendment for re-allocation of funding for projects approved through the U.S. Department of Housing & Urban Development (HUD) Fiscal Year 2013/2014 Community Development Block Grant (CDBG) Program.

Issue: The City Commission approved the FY 2013/2014 Annual Action Plan on July 10, 2013. Since that period, several prior years funded activities have unobligated funds which are too small to allocate within the existing activity. Additionally, \$4,850.68 of Program Income was received from a recent sale of a property formally assisted with Home Rehabilitation funds within the City's deferred loan obligation period. Therefore, staff is re-allocating program income and old funds forward into FY 13/14 to create two new activities. These two new activities are: Minor Home Rehabilitation (Toilet Rebate Program) and Public Facilities Improvements (Automatic Door Installation).

Background: As a CDBG Entitlement Community, the City of Tamarac received and allocated \$369,060 in fiscal year 2013/2014 funds to address community development and housing needs. The FY 2013/2014 Annual Action Plan originally outlined five (5) activities. This first amendment will add two new activities, formally receive \$4,850.68 in Program Income, and re-allocate the \$12,306.37 from prior years into the FY 2013/2014 Action Plan as follows:

ACTIVITIES	Original Budget	Amended Budget
Program Administration (20% MAXIMUM)		
Administration	\$ 73,800.00	\$ 73,800.00
Public Service (15% MAXIMUM)		
P&R (Temporary Social Worker)	\$ 46,160.00	\$ 46,160.00
Public Facilities Improvement/Low-Mod Area Benefit		
Sidewalk Installation	\$ 30,000.00	\$ 30,000.00
Automatic Door Installation	\$ 0.00	\$ 4,850.00
Home Rehabilitation		
Single Unit Home Rehabilitation	\$189,100.00	\$186,407.05
Rehabilitation Services	\$ 30,000.00	\$ 30,000.00
Minor Home Rehabilitation	\$ 0.00	\$ 15,000.00

TOTAL GRANT**\$369,060.00****\$386,217.05**

The 1st Amendment to the FY 2013/2014 Annual Action Plan was advertised to the public for comment. Staff will submit the amendment to the Department of Housing and Urban Development following City Commission approval.

Fiscal Impact: Funding in the amount of \$386,217.05 is appropriated as part of the Fiscal Year 2013/2014 budget process, and is not affected by this amendment.

This amendment is consistent with the City's Strategic Plan Goal #5; Safe and Vibrant Community.

Staff recommends the City Commission approve the First Amendment to the FY 2013/2014 Annual Action Plan for submission to the Department of Housing and Urban Development (HUD).

Frank Zickar, Interim
Director of Community Development

MC/ab

Attachments: Temporary Resolution #12420
Annual Action Plan 1st Amendment – Exhibit "A"

**CITY OF TAMARAC, FLORIDA
RESOLUTION NO. R-2014-_____**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY
OF TAMARAC, FLORIDA, APPROVING A FIRST
AMENDMENT TO THE FISCAL YEAR 2013/2014 ANNUAL
ACTION PLAN FOR EXPENDITURE OF THE U.S.
HOUSING AND URBAN DEVELOPMENT COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS FOR THE
FOURTEENTH PROGRAM YEAR TO PROVIDE FOR
REALLOCATION OF FUNDS AND ADDITION OF TWO
ACTIVITIES; PROVIDING FOR CONFLICT; PROVIDING
FOR SEVERABILITY; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, on July 10, 2013, the City Commission of the City of Tamarac ("City") adopted Resolution No. 2013-R-80 which approved the inclusion of specific activities within the Fiscal Year 2013/2014 Annual Action Plan for the expenditure of the U.S. Housing and Urban Development Community Development Block Grant ("CDBG") Funds in an amount of \$369,060 for the City's Fourteenth Program Year; and

WHEREAS, previously, the City of Tamarac adopted the City of Tamarac Five Year Consolidated Plan for FY 2010-2015 via Resolution No. 2010-R-102 which established the City's strategic priorities for the CDBG program during this period; and

WHEREAS, funding received for the CDBG program must be utilized for eligible CDBG activities; and

WHEREAS, each year a new Annual Action Plan is required to detail projects, activities, and programs to be funded by that year's funding allocation in compliance with the adopted Consolidated Plan; and

WHEREAS, the City desires to process a first amendment to the Fiscal Year 2013/2014 Annual Action Plan to provide for the re-allocation of previous years

unobligated CDBG Funds, and inclusion of recently received Program Income totaling \$17,157.05 for two new activities (Minor Home Rehabilitation and Public Facilities Improvement), as provided in Exhibit "1" which is attached hereto and incorporated herein by reference; and

WHEREAS, the City Commission finds that this first amendment to the Fiscal Year 2013/2014 Annual Action Plan meets one of three national objectives, as defined by Congress, including benefiting low and moderate income people, helping to eliminate slum and blight, or addressing existing conditions that pose a serious or immediate threat to the health and welfare of the community; and

WHEREAS, the Community Development Director recommends the approval of the activities contained in this first amendment to the Fourteenth Program Year Annual Action Plan for Fiscal Year 2013/2014; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to approve this amendment to the Fiscal Year 2013/2014 Annual Action Plan for expenditure of the U.S. Housing and Urban Development Community Development Block Grant funds in the amount of \$386,217.05 for the Fourteenth Program Year.

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

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

SECTION 2: That the City Commission hereby approves the attached First Amendment to the Fiscal Year 2013/2014 Annual Action Plan for expenditure of the U.S. Housing and Urban Development Community Development Block Grant funds in the amount of \$386,217.05 for the Fourteenth Program Year, a copy of which is attached hereto as Exhibit "1" and incorporated herein by reference.

SECTION 3: The City Clerk is hereby directed to provide a signed copy of the First Amendment to the appropriate Broward County Representative.

SECTION 4: All resolutions or parts of resolutions on 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.

(This space intentionally left blank)

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF
TAMARAC, FLORIDA THIS _____ DAY OF _____, 2014.**

CITY OF TAMARAC, FLORIDA

BETH TALABISCO, MAYOR

ATTEST:

B. TALABISCO _____
M. GOMEZ _____
P. BUSHNELL _____
D. GLASSER _____
H. DRESSLER _____

PATRICIA TEUFEL, CMC
CITY CLERK

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

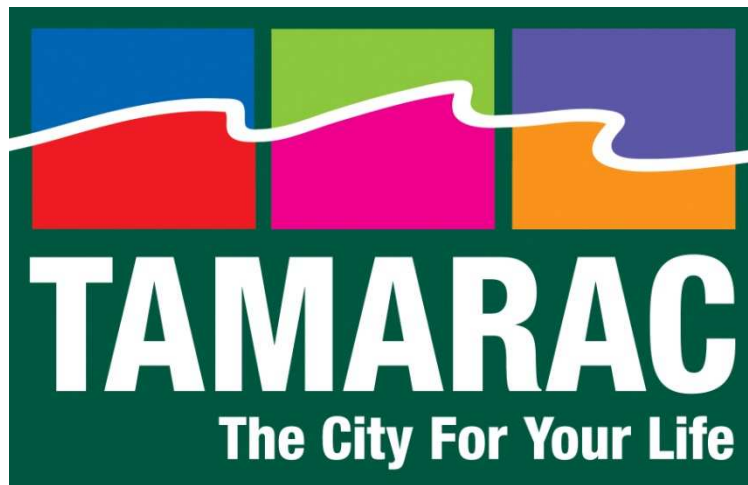
CITY ATTORNEY

Exhibit “1”

CITY OF TAMARAC, FL

Annual Action Plan Community Development Block Grant (CDBG) Program

Fiscal Years 2013/2014



Prepared by:

City of Tamarac Community Development Department
Housing Division

Submitted to:

U.S. Department of Housing and Urban Development
The Office of Community Planning and Development
Miami Field Office

1st Amendment – January 2014

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ATTACHMENTS:

Resolution- Approval of First Amendment to Annual Action Plan

CITY OF TAMARAC

FY 2013/2014 Annual Action Plan

DUNS #077270940

City of Tamarac

Mayor Beth Talabisco
Vice-Mayor Harry Dressler
Commissioner Pamela Bushnell
Commission Patricia Atkins-Grad
Commissioner Diane Glasser
City Manager Michael C. Cernech

Our Vision

The City of Tamarac, Our Community of Choice-Leading the nation in quality of life through safe neighborhoods, a vibrant community, exceptional customer service and recognized excellence.

Our Mission

We “Committed to Excellence...Always”
It is our job to foster and create an environment that:
Responds to the Customer
Creates and Innovates
Works as a Team
Achieves Results
Makes a Difference

Our Values

As stewards of the public trust, we value:
Vision
Integrity
Efficiency
Quality Service

2013-2014 *Annual Action Plan*



The CPMP Annual Action Plan includes the SF 424 and Narrative Responses to Action Plan questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations.

NAME OF JURISDICTION: ***CITY OF TAMARAC, FL***
Annual Action Plan: ***FY 2013/2014***
Consolidated Plan Time Period: ***FY 2010/2011 – FY 2014/2015***

ACTION PLAN

Annual Action Plan includes the SF 424 and is due every year no less than 45 days prior to the start of the grantee's program year start date. HUD does not accept plans between August 15 and November 15.

Executive Summary 91.220(b)

- 1. The Executive Summary is required. Include the objectives and outcomes identified in the plan and an evaluation of past performance.*

The City of Tamarac participated in the U.S. Department of Housing and Urban Development (HUD) entitlement allocation formula as a recipient of federal funds for the first time in Fiscal Year 2000. The City is recently embarked on its second five-year cycle to receive HUD Federal grant allocations providing funds to promote affordable housing initiatives and socio-economic programs to address identified community development needs. In Fiscal Year 2013-2014, it is estimated that the City of Tamarac will receive a total of **\$369,060.00** consisting of a direct allocation in the amount of **\$363,286.00** and unclaimed reallocation funds from the City of Weston in the amount of **\$5,774.00** in Community Development Block Grant (CDBG) funds, to address identified community development needs. Entitlement allocations from other HUD funds may become available in future years. To receive CDBG funding, the City must assess local housing and community development needs and resources, and socioeconomic impediments toward building viable neighborhoods.

The statutes for the HUD CDBG grant programs set forth three basic goals which are closely related to the major commitments and priorities of the U.S. Department of Housing and Urban Development (HUD).

Each of these goals must primarily benefit very low, low and moderate income persons within the context described below:

1. To provide suitable living environment
2. To provide decent housing
3. To expand economic opportunities

This annual action plan incorporates priorities and programs addressing these goals.

EXISTING PROGRAM

The City of Tamarac receives federal funding under both the CDBG and HOME program. Additional funds are received from the State's, State Housing Initiative Partnership (SHIP) Program. To date activities approved using these funding sources focus on housing assistance (home rehabilitation), public service, and public facilities improvements. These activities benefit residents by direct assistance or indirectly through area-wide or limited clientele activities based on low-moderate income determinations.

ACCOMPLISHMENTS

Over the last year, U.S Department of Housing and Urban Development (HUD) funds (CDBG & HOME) have assisted with the following:

- √ Provided home rehabilitation for owner-occupied homes.
- √ Installed and repaired sidewalks and accessibility pads.
- √ Provided a full-time temporary social worker that assisted residents in obtaining referrals, counseling and other social service needs.

Citizen Participation 91.220(b)

2. *Provide a summary of the citizen participation and consultation process (including efforts to broaden public participation in the development of the plan.*

Citizen Participation and Consultation

The *Citizen Participation Plan* in accordance with the Housing and Community Development Act of 1974, as amended and 24 CFR Part 91, Subpart B: Citizen Participation and Consultation sets forth the citizen participation plan requirements. This section of the Act provides for and encourages citizen participation with particular emphasis on persons of low and moderate income, in addition to slum and blighted areas. Consistent with the Act, the City of Tamarac provides citizens reasonable and timely access to local meetings, information and records. In addition, technical assistance is made available to low and moderate income representative groups. The Citizen Participation Plan details the process to develop needs, review proposed activities and program performance as well as the manner in which hearings are advertised and conducted. **(Citizen Participation Plan-attached hereto)**

The City published a public notice on June 9, 2013 for the 30-day public review period which began June 10, 2013 and ended July 10, 2013. A public hearing was held during the City Commission meeting on July 10, 2013 which by resolution adopted the Annual Action Plan and authorized its submission to the U.S. Department of Housing and Urban Development prior to the July 15, 2013 deadline.

The citizen participation process provides ample time for written complaints and grievances. Through the on-going efforts of our Neighborhood Partnership Program, the City stimulates and enhances neighborhood vitality and customer satisfaction by addressing the concerns and special needs of neighborhoods through progressive and collaborative planning. In the spirit of collaboration the City staff serves as consultants and facilitators. Throughout all stages of the program, the City of Tamarac Community Development Department staff is responsible for the effective development and inclusion of citizen comments in all phases of the CDBG Program.

All projects must be proven feasible prior to receiving HUD funds, as many require documentation indicating financial feasibility and conformance with applicable regulations and constraints (i.e. zoning, land use, flood plan, etc.). Projects will not be funded if the proposed project duplicates an existing program which the public sector administers.

Community Development/Housing to solicit project recommendations from Department heads	May 24, 2013
Advertisement for 30-day review period and Public Hearing on proposed FY 13/14 Annual Action Plan	June 9, 2013
Beginning of 30-day review period	June 10, 2013
End of 30-day review period	July 10, 2013
Planning Board approval of recommended activities	July 3, 2013
Commission approval and review/public hearing of recommended activities for final approval	July 10, 2013
Send HUD RROF Form 7015.15	Sept. 30, 2013
Wait for HUD Clearance to commit funds Funding Agreement from HUD issued	October 1, 2013
Advertisement for 10 day review of Amendment	Dec. 29, 2013
Commission approval and review/public hearing of First Amendment	January 8, 2014

3. *Provide a summary of citizen comments or views on the plan.*

No comments were received on the Annual Action Plan.

No comments were received on the Annual Action Plan First Amendment.

4. *Provide a written explanation of comments not accepted and the reasons why these comments were not accepted.*

Had any comments been received, the City would have responded and considered accordingly. No comments were received.

Resources 91.220(c)(1) and (c)(2)

5. *Identify the federal, state, and local resources (including program income) the jurisdiction expects to receive to address the needs identified in the plan. Federal resources should include Section 8 funds made available to the jurisdiction, Low-Income Housing Tax Credits, and competitive McKinney-Vento Homeless Assistance Act funds expected to be available to address priority needs and specific objectives identified in the strategic plan.*

As an entitlement recipient of CDBG, HOME and SHIP funds, the City intendeds to allocate according to priority need. For the next year, the City expects the housing market to continue its slow recovery from the drastic slump it has been in since 2005. The appropriate federal and state resources described below will be utilized and applications will be submitted and or supported in achieving the City's listed projects and actions outlined in this section.

FEDERAL RESOURCES

Community Development Block Grant (CDBG)

The Community Development Block Grant (CDBG) was first authorized by the U.S. Congress in 1974, by the Housing and Community Development Act of 1974 (HCDA), with subsequent amendments. The primary purpose of the HCDA is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. At least 70% of all CDBG funds must be spent on activities which benefit low or moderate income persons. Funds are used for housing to benefit low and moderate income persons, public facilities and improvements, expanded public services that include employment training, child care, fair housing counseling or recreational needs; rehabilitation of private or publicly owned buildings; economic development activities that create or retain jobs for low and moderate income persons.

Home Investment Partnerships Program (HOME)

In FY 2002, the City of Tamarac became a member of the Broward County HOME Consortium along with the Entitlement Cities of Tamarac, Margate, Deerfield Beach, Sunrise, Lauderhill, Plantation, Davie, Pembroke Pines, Miramar, and Coconut Creek was recently added. The United States Congress passed the National Affordable Housing Act In 1990. This Act created a variety of affordable housing programs, including the Home Investment Partnerships Act (HOME).

The City of Tamarac receives an allocation of these funds as a member of the

Consortium. The purpose of the HOME program is to provide funds to local jurisdictions to strengthen public-private partnerships to provide more affordable housing through acquisition, rehabilitation, and new construction of housing, and tenant based rental assistance. In addition, HUD rules require that at least 15% of HOME funds be set aside for community housing development organizations to develop affordable housing. HOME funds may be used to provide: affordable renter/owner occupied units; tenant based rental assistance; administrative and planning costs; and payment of operating expenses of community housing development organizations. Housing development costs include acquisition, new construction, re-construction, pre-development and financing costs.

STATE RESOURCES

State Housing Initiative Partnership (SHIP) Program

The City of Tamarac typically receives an annual allocation under this program. Florida Housing administers the State Housing Initiatives Partnership program (SHIP), which provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. The program was designed to serve very low, low and moderate income families.

When the program is funded, SHIP funds are distributed on an entitlement basis to all 67 counties and 53 Community Development Block Grant entitlement cities in Florida. In order to participate, local governments must establish a local housing assistance program by ordinance; develop a local housing assistance plan and housing incentive strategy; amend land development regulations or establish local policies to implement the incentive strategies; form partnerships and combine resources in order to reduce housing costs; and ensure that rent or mortgage payments within the targeted areas do not exceed 30 percent of the area median income limits, unless authorized by the mortgage lender.

SHIP dollars may be used to fund emergency repairs, new construction, rehabilitation, down payment and closing cost assistance, impact fees, construction and gap financing, mortgage buy-downs, acquisition of property for affordable housing, matching dollars for federal housing grants and programs, and homeownership counseling. SHIP funds may be used to assist units that meet the standards of chapter 553; SHIP funds may also be used to assist manufactured housing constructed after June 1994 in accordance with the installation standards defined in the rules of the Department of Highway Safety and Motor Vehicles.

A minimum of 65 percent of the funds must be spent on eligible homeownership activities; a minimum of 75 percent of funds must be spent on eligible construction activities; at least 30 percent of the funds must be reserved for very-low income households (up to 50 percent of the area median income or AMI); an additional 30 percent may be reserved for low income households (up to 80 percent of AMI); and the remaining funds may be reserved for moderate-income households (up to 120

percent of AML). It is important to note that no more than 5 percent of SHIP funds may be used for administrative expenses. However, if a local government makes a finding of need by resolution, a local government may use up to 10 percent for administrative expenses. Funding for this program was established by the passage of the 1992 William E. Sadowski Affordable Housing Act. Funds are allocated to local governments each month on a population-based formula. These funds are derived from the collection of documentary stamp tax revenues, which are deposited into the Local Government Housing Trust Fund. Total actual disbursements are dependent upon these documentary stamp collections.

No SHIP funds are expected for fiscal year 2013/2014.

6. *Explain how federal funds will leverage resources from private and non-federal public sources.*

To the extent of the activities described in this Annual Action Plan, private or non-federal leveraging is not likely. Most of the leveraging comes from private sources under the State SHIP Program under the Down Payment Assistance Program from lending institutions in the form of the first mortgage.

In FY 2008 and 2010, the City received grant allocations under the Neighborhood Stabilization Program (Round 1 and Round 3). These programs also provide homeownership opportunities utilizing private lending institutions which may be leveraged with CDBG funds.

Annual Objectives 91.220(c)(3)

****If not using the CPMP Tool:*** Complete and submit Table 3A.

****If using the CPMP Tool:*** Complete and submit the Summary of Specific Annual Objectives Worksheets or Summaries.xls

Goals and objectives to be carried out during the action plan period are indicated by placing a check in the following boxes.

<input type="checkbox"/>	Objective Category Decent Housing <i>Which includes:</i>	<input type="checkbox"/>	Objective Category: Expanded Economic Opportunities <i>Which includes:</i>	<input type="checkbox"/>	Objective Category: Expanded Economic Opportunities <i>Which includes:</i>
<input type="checkbox"/>	<i>assisting homeless persons obtain affordable housing</i>	<input type="checkbox"/>	<i>improving the safety and livability of neighborhoods</i>	<input type="checkbox"/>	<i>job creation and retention</i>
<input type="checkbox"/>	<i>assisting persons at risk of becoming homeless</i>	<input checked="" type="checkbox"/>	<i>eliminating blighting influences and the deterioration of property and facilities</i>	<input type="checkbox"/>	<i>establishment, stabilization and expansion of small business (including micro- businesses)</i>

<input checked="" type="checkbox"/>	<i>retaining the affordable housing stock</i>	<input checked="" type="checkbox"/>	<i>increasing the access to quality public and private facilities</i>	<input type="checkbox"/>	<i>the provision of public services concerned with employment</i>
<input type="checkbox"/>	<i>increasing the availability of affordable permanent housing in standard condition to low-income and moderate-income families, particularly to members of disadvantaged minorities without discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability</i>	<input type="checkbox"/>	<i>reducing the isolation of income groups within areas through spatial deconcentration of housing opportunities for lower income persons and the revitalization of deteriorating neighborhoods</i>	<input type="checkbox"/>	<i>the provision of jobs to low-income persons living in areas affected by those programs and activities under programs covered by the plan</i>
<input type="checkbox"/>	<i>increasing the supply of supportive housing which includes structural features and services to enable persons with special needs (including persons with HIV/AIDS) to live in dignity and independence</i>	<input type="checkbox"/>	<i>restoring and preserving properties of special historic, architectural, or aesthetic value</i>	<input type="checkbox"/>	<i>availability of mortgage financing for low income persons at reasonable rates using non-discriminatory lending practices</i>
<input type="checkbox"/>	<i>providing affordable housing that is accessible to job opportunities</i>	<input checked="" type="checkbox"/>	<i>conserving energy resources and use of renewable energy sources</i>	<input type="checkbox"/>	<i>access to capital and credit for development activities that promote the long-term economic social viability of the community</i>

Description of Activities 91.220(d) and (e)

***If not using the CPMP Tool:** Complete and submit Table 3C

***If using the CPMP Tool:** Complete and submit the Projects Worksheets and the Summaries Table.

7. Provide a summary of the eligible programs or activities that will take place during the program year to address the priority needs and specific objectives identified in the strategic plan.

Public Services

Full-Time Temporary Social Worker

\$ 46,160.00

This activity will include funding for a full-time social worker to provide information and referral services to elderly residents, ongoing case management, implementation of the Senior Program and the Volunteer Program, addressing calls and managing an on-going caseload. Approximately one hundred (100) unduplicated clients will be served by the Social Worker this fiscal year. These activities are eligible under 24 CFR section 570.201(e), and will benefit low and moderate income persons as qualified under 570.208(a)(2), limited clientele.

Residential Rehabilitation

Home Rehabilitation

~~\$189,100.00~~

\$186,407.05

This activity will provide minor home repairs to a minimum of seven (7) low to moderate-income households who are experiencing conditions in and around the home that pose a threat to health, safety, and welfare of the household occupants. This project will be carried out on a citywide basis. This activity is eligible under 24 CFR Section 570.202(a) and will benefit low and moderate-income households on an area-wide basis.

First Amendment – January 2014

Rehabilitation Services

\$ 30,000.00

This program activity includes marketing, application in-take and review and verification for eligibility, communication with general contractors, specification review and on site problem solving inspections and other services related to the completion of residential rehabilitation projects.

Minor Home Repair

~~\$——0.00~~

\$ 15,000.00

This activity will provide minor home repairs in the form of a \$100 toilet rebate with an additional \$100 match rebate from the City's Public Services Department to improve water consumption in homes with existing high usage toilets. Proposed assistance to 100 residents. This project will be carried out on a citywide basis. Recipients funded by CDBG dollars will be limited to seniors with presumed income eligibility. This activity is eligible under 24 CFR Section 570.202(a) and will benefit low and moderate-income households on an city-wide basis.

First Amendment – January 2014

Public Facilities Improvement Area-Wide Low-Moderate Neighborhood Benefit

Installation of Sidewalks

\$ 30,000.00

The activity will provide for installation of sidewalks in low-moderate income neighborhoods. There are currently no existing and accessible sidewalks at these locations and the installation will improve accessibility and allow for area-wide benefit. This activity is eligible under 24 CFR Section 570.208 (a) (1)

Installation of Automatic Doors

~~\$——0.00~~

\$ 4,850.00

This activity will provide for an automatic door opener to be installed at main entrance of the City's Recreation Center for improved ADA accessibility for residents

attending various activities as qualified under 570.201(c) Public Facilities and Improvements. This activity is eligible under 24 CFR Section 570.208 (a) (1)

First Amendment – January 2014

General Program Administration

Program Administration ~~\$ 68,800.00~~ **\$ 63,800.00**

This activity will provide general management, oversight, and coordination of the programs. Also, this activity will provide for an annual grant audit, and provide provision of fair housing services designed to further the fair housing objectives of the Fair Housing Act, 42 U.C.C. 3601-20. These activities are presumed to benefit low and moderate-income persons and are eligible under 24 CFR 570.206(a).

First Amendment – January 2014

Auditing Services ~~\$ 5,000.00~~ **\$ 10,000.00**

Since the FY 2010 CDBG program is an expenditure driven program that may result in total federal expenditures exceeding \$500,000, the City is required under the U.S. Single Audit Act and the OMB Circular A-133 to have an annual compliance audit conducted. These activities are presumed to benefit low and moderate-income persons and are eligible under 24 CFR 570.206(a).

First Amendment – January 2014

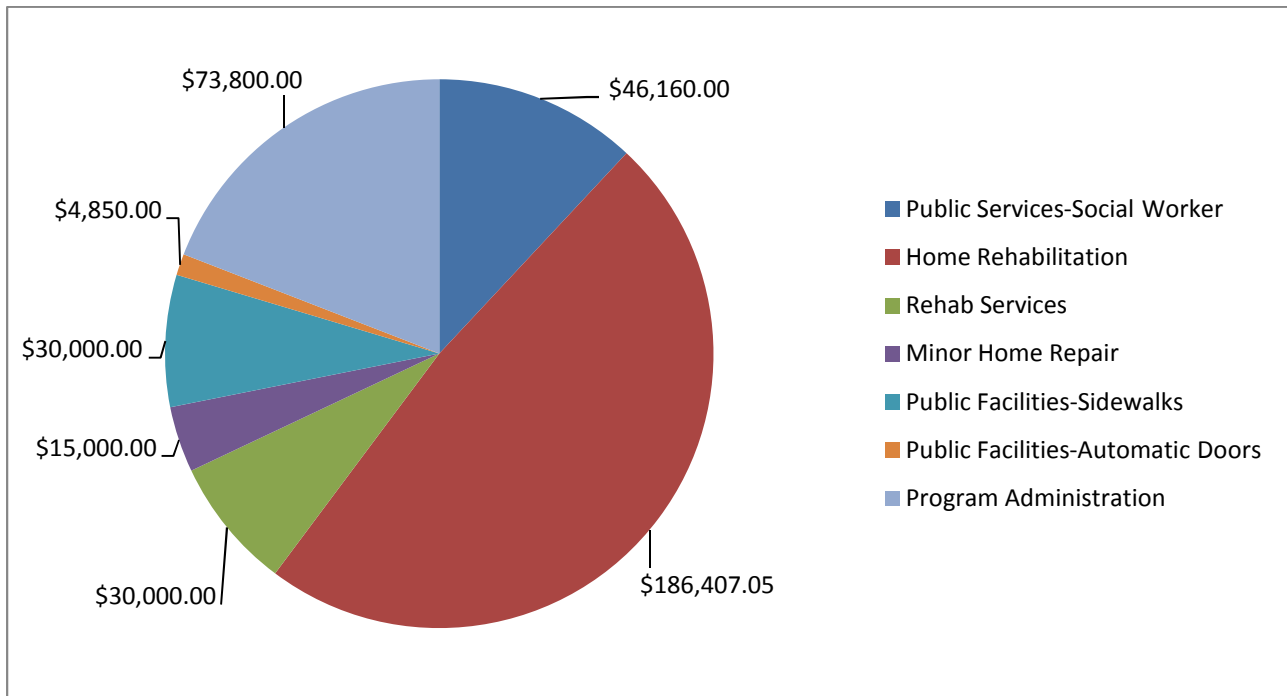
Total Budget ~~\$369,060.00~~ **\$386,217.05**

First Amendment Re-Allocation Detail – January 2014

Prior year funds unobligated, as well as Program Income received in October 2013 were re-allocated to the FY 2013/2014 Action Plan to accommodate the addition of two new activities. The funding re-allocation breakdown is as follows:

<u>Funding Year</u>	<u>Activity Name</u>	<u>Activity #</u>	<u>Amount</u>
2007/2008	Support Group Counseling	48	\$ 95.00
2008/2009	Support Group Counseling	56	\$ 35.34
2008/2009	Heart Healthy Cooking Class	70	\$ 310.00
2009/2010	Support Group Counseling	65	\$ 531.03
2009/2010	Meditation / Tai Chi Class	66	\$ 480.00
2010/2011	Support Group Counseling	71	\$ 10,355.00
2011/2012	Fit 4 U Jazzercise Class	82	\$ 500.00
			\$ 12,306.37
10/23/2013	Program Income Received		\$ 4,850.68
	Total Re-Allocated Funds		\$ 17,157.05

FY 2013/2014 Activity Distribution First Amendment January 2014



HOME FY 2013-2014 PROPOSED PROJECTS DESCRIPTIONS (Broward County Consortium Member)

Home Rehabilitation Minimum of 3 recipients

SHIP FY 2013-2014 PROPOSED PROJECTS DESCRIPTIONS

SHIP is not funded for FY 2013/2014

NEIGHBORHOOD STABILIZATION PROGRAM (ROUND 3) DESCRIPTIONS

Foreclosure/Abandoned Property Acquisition & Rehabilitation for the purpose of re-sale to income eligible homebuyers in areas of greatest need as identified in the City's FY2010/2011 Substantial Action Plan Amendment.

Describe the outcome measures for activities in accordance with Federal Register Notice dated March 7, 2006, i.e., general objective category (decent housing, suitable living environment, economic opportunity) and general outcome category (availability/accessibility, affordability, sustainability).

The City plans to fund the above activities to produce outcomes that fulfill HUD's objectives as follows:

- * **Accessibility, Affordability, and Sustainability** for the purpose of creating **suitable living environments.**

Project:	<u>Public Service</u>	Social Worker
Project:	<u>Area-wide Low Mod Benefit</u>	Installation of Sidewalks
		Installation of Automatic Doors

- * **Accessibility, Affordability, and Sustainability** for the purpose **providing decent affordable housing.**

Project:	<u>Home Rehabilitation</u>	Home Rehabilitation
		Minor Home Repair
	<u>Rehabilitation Services</u>	Home Rehabilitation

**PERFORMANCE
MEASUREMENTS**

FY 2013-2014

ACTIVITY #	SPECIFIC OBJECTIVE	SOURCE OF FUNDS	PERFORMANCE INDICATORS	EXPECTED NUMBER	OUTCOME / OBJECTIVE **
Housing					
1	Home Rehabilitation	CDBG, HOME, NSP	Number of homes assisted	7 -CDBG PER YEAR 3 – HOME PER YEAR 4 – NSP ROUND 3	DH-3
2	Rehabilitation Services	CDBG, NSP	Application intake, review and processing for above homes		DH-3
3	Minor Home Repair – Toilet Rebate	CDBG & CITY	Number of low flow toilets installed	100 Residents Assisted / 150 Toilet Rebates	DH-3
Public Services					
4	Full-Time Social Worker	CDBG & CITY	Number of unduplicated clients/cases	100 unduplicated residents PER YEAR	SL-1
Area-Wide Low Mod Benefit					
5	Installation of Sidewalks	CDBG	Number of areas/locations	1 Community location PER YEAR	SL-1
6	Installation of Automatic Doors	CDBG	Number of locations	1 – Recreation Center	SL-1
** Outcome/Objective Codes		Availability/ Accessibility	Affordability	Sustainability	
Decent Housing		DH-1	DH-2	DH-3	
Suitable Living Environment		SL-1	SL-2	SL-3	
Economic Opportunity		EO-1	EO-2	EO-3	

Geographic Distribution/Allocation Priorities 91.220(d) and (f)

8. *Describe the geographic areas of the jurisdiction (including areas of low income families and/or racial/minority concentration) in which assistance will be directed during the next year. Where appropriate, the jurisdiction should estimate the percentage of funds the jurisdiction plans to dedicate to target areas.*

The City utilizes data from the 2000 Census to create a low-moderate income map for the City. All projects proposed take place within those designated areas. The City will update its low-moderate income map upon the release of the 2010 Census data. **(Low-Moderate Income Map-attached hereto)**

9. *Describe the reasons for the allocation priorities, the rationale for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA) during the next year, and identify any obstacles to addressing underserved needs.*

The main focus is maintaining affordable housing and public services to all low-moderate income residents of Tamarac, including those with special needs.

The major obstacle is funding, or lack thereof. Both federal and state allocations fluctuate and are often decreased from year to year making planning for the future and meeting the needs of the underserved difficult.

Another obstacle may be the lack of data to justify allocating funds to what may appear to be an unmet need. The 2000 Census is out dated, certain data sets from the 2010 Census is not available yet, and local resources may be unavailable to confirm an unmet need.

Annual Affordable Housing Goals 91.220(g)

****If not using the CPMP Tool:*** Complete and submit Table 3B Annual Housing Completion Goals. ****If using the CPMP Tool:*** Complete and submit the Table 3B Annual Housing Completion Goals.

10. *Describe the one-year goals for the number of homeless, non-homeless, and special-needs households to be provided affordable housing using funds made available to the jurisdiction and one-year goals for the number of households to be provided affordable housing through activities that provide rental assistance, production of new units, rehabilitation of existing units, or acquisition of existing units using funds made available to the jurisdiction. The term affordable housing shall be defined in 24 CFR 92.252 for rental housing and 24 CFR 92.254 for homeownership.*

Home Rehabilitation will be the affordable housing activity funded in the FY 2013/2014 Annual Action Plan. It is anticipated that a minimum of seven (7) dwelling units for FY 2013/2014 will receive assistance under this program.

The City of Tamarac intends to allocate funds to sustaining the existing housing stock, making funds available for barrier free accessibility, and preserving homes through strengthening and mitigation, and ensuring there is affordability in homeownership. In conjunction with the City's HOME and NSP program funds, the City will provide funding for Home Rehabilitation, including Disaster Mitigation, Barrier Free Accessibility, Code Correction, and Emergency Repairs, as well as Down Payment Assistance to low-moderate income households. The total rehabilitation cost may be limited to a minimum of five hundred dollars (\$500) to a high of thirty thousand dollars (\$30,000). The program will target low income households. However, moderate-income households will also be eligible to participate utilizing non-CDBG funds.

The housing units that are considered for rehabilitation will be classified in one of three groups. The categories are:

- (i) Standard Condition
- (ii) Substandard Condition, or
- (iii) Dilapidated Condition

Typically, most units will be classified as "standard condition" indicating that they do not have major physical damage. Repair work will include façade treatment, painting, minor exterior wood and/or masonry repairs, and energy efficiency improvements.

Units that are classified as "Substandard" will typically require repairs in the frame, foundation, roof or superstructure of the unit. Additionally, improvements may include repair and/or replacement of exterior doors and windows. Lastly, a unit may be determined to be "substandard" if it is missing some or all of the plumbing facilities.

As part of the Home Rehabilitation activity, the City will provide inspections, bid write-up, financial counseling for the homeowner and underwriting for each rehab job. All work will be based on a competitive bid process from a pre-approved list of participating contractors. All participating contractors will be State licensed contractors with the necessary bonding (if required) and insurance. The contractors will be paid directly from CDBG funds.

The housing rehabilitation will be in the form of a deferred loan grant to eligible low and moderate income homeowners.

Public Housing 91.220(h)

The service provider for public and rental subsidy housing for the City of Tamarac is the Broward County Housing Authority (BCHA). This agency receives referrals via the

North County Satellite office of the Broward County Bureau of Family and Children Services. Families renting in Tamarac, and in need of public housing, can receive assistance from the County's North Satellite office. To date, there is no public housing sites located in the city's jurisdiction. However, there is one HUD housing project that was built in 1974 in the adjacent City of Coral Springs; a majority of the units are for the elderly.

11. Describe the manner in which the plan of the jurisdiction will help address the needs of public housing and activities it will undertake during the next year to encourage public housing residents to become more involved in management and participate in homeownership.

Residents wishing to participate in homeownership activities are required to attend an 8-hour Housing Counseling course. Additionally, residents seeking guidance which are not yet ready for homeownership are recommended to visit a local housing counseling agency for both group sessions as well as one-on-one sessions to determine their weaknesses and become educated on the ways to best become "buyer ready".

12. If the public housing agency is designated as "troubled" by HUD or otherwise is performing poorly, the jurisdiction shall describe the manner in which it will provide financial or other assistance in improving its operations to remove such designation during the next year.

The Broward County Housing Authority (BCHA) is not a "troubled" agency. They received grant funds for numerous sources due to their quality programming and staff. As a HUD Certified Housing Counseling Agency, they assist residents from all over the South Florida area as well as participate regularly in outreach and educational workshops.

Homeless and Special Needs 91.220(i)

The City of Tamarac does not currently fund any homeless or homeless prevention strategies. Any homeless identified within the City are assisted through the Homeless Initiative Program (HIP). The City of Tamarac's Social Service Division is also available to assist residents with resources within the County.

A Point in Time survey was conducted in January 2013. Although dispersed throughout the entire county, the vast majority of homeless persons were concentrated within the older communities of Pompano Beach, Fort Lauderdale, and Hollywood, where the majority of services to the homeless are provided and shelters are located.

As a partner of the Broward Homeless Initiative Partnership (HIP), Tamarac participates in regular meetings and workshops to assist in addressing the needs of the County's homeless population.

The Broward County 2013 Point-in-Time Count, conducted in a 24-hour time period on January 24-25, identified that 2,810 individuals and families were homeless according to the federal definition of homelessness: they were living in places not meant for human habitation, emergency shelters or transitional housing programs. The count is required by U.S. Housing and Urban Development (HUD) and Florida's Office on Homelessness.

An additional 783 were counted as “at-risk” of homelessness, which is generally defined as an individual or family seeking permanent housing but who stayed the previous night at an institution; a hotel paid by self; a jail, prison or detention center; a family or friend’s house; or were facing imminent eviction; or in foster care.

The total number of **sheltered and unsheltered** persons experiencing homelessness in Broward County decreased by 12 percent, from 3,183 to 2,810; and the number of unsheltered persons **decreased by 35 percent** from 1,268 to 829, based on HUD’s biennial point-in-time count and survey as compared to the same count done in January 2011-12.

The Broward Regional Health Planning Council (BRHPC), Hands on Broward, 2-1-1 Broward and the Homeless Initiative Partnership Advisory (Partnership) Board headed up the 2013 Point-in-Time Count effort in collaboration with approximately 190 volunteers, consisting of County staff, homeless services agencies, law enforcement agencies, individuals, advocates, faith-based, foster care providers, youth and community-based organizations. Trained volunteers fanned out across the County to homeless encampments, labor pools, meal programs and homeless shelters. The results were tabulated by Dr. Patrick Hardigan of Nova Southeastern University.

The Partnership Board identified the following as contributing factors for the reduction in this year’s count:

- successful programmatic efficiencies implemented during the past two years; and
- lack of participation by non-continuum affiliated agencies/programs.

Broward County HIP provided the following data for the January 2013 Point In Time count for Broward County.

Point In Time Summary for FL-601 - Ft Lauderdale/Broward County CoC

Date of PIT Count: 1/25/2013

Population: Sheltered and Unsheltered Count

Persons in Households with at least one Adult and one Child

	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Total Number of Households	100	185	4	289
Total Number of persons (Adults & Children)	358	536	16	910
Number of Persons (under age 18)	251	331	0	582
Number of Persons (18 - 24)	28	43	8	79
Number of Persons (over age 24)	79	162	8	249
Average Household Size				3.1

Persons in Households with only Children (Under Age 18)

	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Total number of households	14	2	0	16
Number of one-child Households	14	2	0	16
Number of multi-child Households	0	0	0	0
Total number of persons (under age 18)	14	2	0	16
Number of children in multi- child households	0	0	0	0
Average Household Size				1.0

Persons in Households without Children

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of Households	404	609	35	795	1,843
Total Number of Persons (Adults)	406	630	35	813	1884
Number of Persons (age 18 - 24)	71	31	2	44	148
Number of Persons (over age 24)	335	599	33	769	1,736

Average Household Size **1.0**

Total Households and Persons

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of Households	518	796	35	799	2,148
Total Number of Persons	778	1,168	35	829	2,810
Number of Children (under age 18)	265	333		0	598
Number of Persons (18 to 24)	99	74	2	52	227
Number of Persons (over age 24)	414	761	33	777	1985
Average Household Size					1.3

Chronically Homeless Subpopulations

	Sheltered		Un-sheltered	Total
	Emergency Shelters	Safe Havens		
Chronically Homeless Individuals	111	35	262	408
Chronically Homeless Families (Total Number of Families)	1		0	1
Chronically Homeless Families (Total Persons in Household)	3		0	3

Other Homeless Subpopulations

	Sheltered	Un-sheltered	Total
	Persons in emergency shelters, transitional housing and safe havens		
Total Number of Veterans (including female Veterans)	128	97	225
Number of Female Veterans (subset of all Veterans)	21	6	27
Severely Mentally Ill	461	158	619
Chronic Substance Abuse	549	218	767
Persons with HIV/AIDS	161	8	169
Victims of Domestic Violence	182	18	200

13. *Describe, briefly, the jurisdiction's plan for the investment and use of available resources and describe the specific planned action steps it will take over the next year aimed at eliminating chronic homelessness.*

As part of the Broward County Homeless Consortium, the City takes part in on-going communication with HIP and local homeless advocates to consider funding options those cities may incorporate into the Annual Action Plans. Additionally, the County has hired a consultant to prepare an updated report on the status of the County's homeless population with action steps to consider.

14. *Describe specific action steps to address the needs of persons that are not homeless identified in accordance with 91.215(e).*
15. *Homelessness Prevention—Describe planned action steps over the next year to address the individual and families with children at imminent risk of becoming homeless.*

Barriers to Affordable Housing 91.220(j)

16. *Describe the actions that will take place during the next year to remove barriers to affordable housing.*

The City continues to support affordable housing efforts by focusing on the grants available through the CDBG, SHIP, HOME and NSP programs. By partnering with Broward County Home Consortium and Florida Housing Finance Authority, the City is able to refer residents for home ownership counseling and lender's programs as a way to negate predatory lending. The City also has lender requirements which must be met in order to fund individual requests for assistance to ensure fair housing practices.

The City of Tamarac is a participating member of the Broward Housing and Community Development Task Force which allows for participating agencies to share commons barriers to affordable housing and important resources to overcoming them. The Task Force addresses foreclosure prevention, fair housing, incentives, and any other topics related to housing and community development.

Additionally, the City currently has several incentive strategies for builders and developers working with affordable housing programs that target very low, low and moderate households.

Incentive Strategies:

- Permits, as defined in s. 163.3164(7) and (8), for affordable housing projects are expedited to a greater degree than other projects.
- The City expedites the processing of affordable housing permits through a pre-application conference.

- Affordable housing projects are identified by sales price consistent with the SHIP program's housing value limits.
- The building and Community Development Departments have employees that serve as liaisons with developers of affordable housing to assist in the permit process.
- Affordable housing projects are stamped "EXPEDITED."

Other Actions 91.220(k)

17. Describe the actions that will take place during the next year to address obstacles to meeting underserved needs, foster and maintain affordable housing, evaluate and reduce the number of housing units containing lead-based paint hazards, reduce the number of poverty-level families develop institutional structure, enhance coordination between public and private agencies (see 91.215(a), (b), (i), (j), (k), and (l)).

The City has been working with Broward County to create an Affordable Housing Policy. This policy will lay out the City's plans to foster and maintain affordable housing, ensure future housing needs are met and development is in coordination with the City's Comprehensive and Consolidated Plans. In addition to the long-term goals of the policy, the Housing Division will continue to provide lead-based paint assessments and abatement on properties identified and containing hazards.

Recently the City was invited to be a member of an "Affordable Housing Website Users Group" committee initiated by Broward County Housing Finance to create a website incorporating all local, regional, state and federal resources. The website is intended to give residents a starting point to identify resources including but not limited to: grant programs, housing counseling agencies, foreclosure prevention programs, tenant based rental programs and projects, and education and outreach events. The website is a work in progress and the City intends to continue as a member to offer feedback and ideas to improve the availability of resources to the residents of Tamarac as well as the local community.

18. Describe the actions to coordinate its housing strategy with local and regional transportation planning strategies to ensure to the extent practicable that residents of affordable housing have access to public transportation.

Throughout the year, City staff participate in several community events, outreach efforts, educational workshops, public service announcements, and invitational guest speaking opportunities at various communities, boards, organizations, non-profits, and for-profits to assess the needs of the community and share information with the residents of Tamarac as to the availability of funds

Several members of City staff are members of general local government planning boards, committees and sub-committees at which county-wide coordination is

reached on issues pertaining to planning, transportation, housing, community development and neighborhood revitalization.

PROGRAM SPECIFIC REQUIREMENTS

CDBG 91.220(l)(1)

1. *Identify program income expected to be received during the program year, including:*
 - *amount expected to be generated by and deposited to revolving loan funds;*
 - *total amount expected to be received from each new float-funded activity included in this plan; and*
 - *amount expected to be received during the current program year from a float-funded activity described in a prior statement or plan.*

Program Income is only generated when a previous recipient of CDBG funds breaks the terms of their deferred loan and repayment is due to the City. The City's Home Rehabilitation activity is the only activity in which funds are issued as a deferred loan.

Recapture Terms/Affordability Period for the Housing activities are as such:

Deferred loan secured by a lien against the property for a period of ten (10) years with zero (0) percent interest with a principal reduction of twenty (20) percent beginning in year six. At the end of the tenth year, the loan is forgiven. The pro-rated repayment is due upon the sale or transfer of the property or if cash equity is taken out within the ten (10) year loan term.

The City's loan documents provide that the obligation for repayment shall continue for the entire recapture terms even in the event of the death of the homeowner. The obligation to repay funds during the recapture period in the event of the sale of the property, or due to failure to comply with the obligations as stated in the loan document shall transfer to any heir or beneficiary of the deceased property owner.

The sale, transfer of ownership of the Property, refinancing of the Property with a cash payment to the Owner-Occupant, or the Owner-Occupant's vacation of the property as a primary residence during the ten (10) year term of the Agreement shall constitute a default. The prorated amount of the principal balance of the Deferred Payment Loan that is remaining to be paid at the time of the default shall be payable, in full, to the City of Tamarac.

2. *Program income received in the preceding program year that has not been included in a statement or plan.*

~~No CDBG Program Income has been received over the past year.~~

First Amendment January 2014 - \$4,850.68 in Program Income received from a previously assisted Home Rehabilitation recipient. Funds allocated to Installation of Automatic Doors at Recreation Center.

3. *Proceeds from Section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in its strategic plan.*
4. *Surplus funds from any urban renewal settlement for community development and housing activities.*
5. *Any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.*
6. *Income from float-funded activities.*
7. *Urgent need activities, only if the jurisdiction certifies.*
8. *Estimated amount of CDBG funds that will be used for activities that benefit persons of low- and moderate income.*

All CDBG funds will benefit low-moderate income persons, households or areas.

It is proposed that an estimated \$200,000.00 will be allocated to Home Rehabilitation and Minor Home Repair for low-moderate income households, and \$46,160 will be allocated to Public Service activities for low-moderate income persons. Additionally, \$34,850 will assist low-moderate income residents through the improvement to public facilities.

HOME 91.220(l)(2)

In FY 2002, the City of Tamarac became a member of the Broward County HOME Consortium along with the Entitlement Cities of Tamarac, Margate, Deerfield Beach, Sunrise, Lauderhill, Plantation, Davie, Pembroke Pines, Miramar and Coconut Creek which recently joined the Consortium. The United States Congress passed the National Affordable Housing Act In 1990. This Act created a variety of affordable housing programs, including the Home Investment Partnerships Act (HOME).

With the additional HOME funds, the City can increase the resources available for home rehabilitation. An additional three to four homeowners can be assisted because of fiscal year 2013/2014 HOME funds.

Participation in the Broward County HOME Consortium also provides advantages beyond additional funding. The consortium allows the cities to collaborate on best practices, share knowledge, leverage resources, and exchange technology on the provision of affordable housing. The ultimate and cumulative advantage of

participating in the consortium is the enhanced capacity of the consortium members to provide their residents with affordable housing. The added values of quality housing in these cities include the ability to attract new businesses and working families and a reduction in code compliance issues that can translate into reduced crime and vandalism.

City Staff is able to provide the residents with direct access and assistance in the applying for, and processing of HOME funds.

In May 2009, the City of Tamarac renewed their commitment to the Broward County HOME Consortium by entering into a new three years Interlocal Agreement.

1. *Describe other forms of investment. (See Section 92.205)*
If grantee (PJ) plans to use HOME funds for homebuyers, did they state the guidelines of resale or recapture, as required in 92.254.

HOME funds are typically allocated to Home Rehabilitation; however, with the receipt of NSP3 funds, the City may re-allocate a portion of its HOME funds to homebuyers in the form of Down Payment Assistance. Should this occur, the City will incorporate resale or recapture guidelines similar to those outline in the City's Local Housing Assistance Plan (LHAP).

2. *If grantee (PJ) plans to use HOME funds to refinance existing debt secured by multifamily housing that is being rehabilitated with HOME funds, state its refinancing guidelines required under 24 CFR 92.206(b).*
3. *Resale Provisions -- For homeownership activities, describe its resale or recapture guidelines that ensure the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4).*

Should HOME funds be allocated to homeownership activities, the recapture guidelines will be as follows:

Terms of the award; Recapture and Default.

Include pay back terms in the event of default (failure to make required payments on a loan secured by a first mortgage which leads to foreclosure and/or loss of property ownership).

Deferred loan secured by a lien against the property for a period of ten (10) years with zero (0) percent interest with a principal reduction of twenty (20) percent beginning in year six. At the end of the tenth year, the loan is forgiven. The pro-rated repayment is due upon the sale or transfer of the property or if cash equity is taken out within the ten (10) year loan term

The City's loan documents provide that the obligation for repayment shall continue for the entire recapture terms even in the event of the death of the

homeowner. The obligation to repay funds during the recapture period in the event of the sale of the property, or due to failure to comply with the obligations as stated in the loan document shall transfer to any heir or beneficiary of the deceased property owner.

The sale, transfer of ownership of the Property, refinancing of the Property with a cash payment to the Owner-Occupant, or the Owner-Occupant's vacation of the property as a primary residence during the ten (10) year term of the Agreement shall constitute a default. The prorated amount of the principal balance of the Deferred Payment Loan that is remaining to be paid at the time of the default shall be payable, in full, to the City of Tamarac HOME program.

4. *HOME Tenant-Based Rental Assistance -- Describe the local market conditions that led to the use of HOME funds for tenant based rental assistance program.*

If the tenant based rental assistance program is targeted to or provides a preference for a special needs group, that group must be identified in the Consolidated Plan as having an unmet need and show the preference is needed to narrow the gap in benefits and services received by this population.

5. *If a participating jurisdiction intends to use forms of investment other than those described in 24 CFR 92.205(b), describe these forms of investment.*
6. *Describe the policy and procedures it will follow to affirmatively market housing containing five or more HOME-assisted units.*
7. *Describe actions taken to establish and oversee a minority outreach program within its jurisdiction to ensure inclusion, to the maximum extent possible, of minority and women, and entities owned by minorities and women, including without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts, entered into by the participating jurisdiction with such persons or entities, public and private, in order to facilitate the activities of the participating jurisdiction to provide affordable housing under the HOME program or any other Federal housing law applicable to such jurisdiction.*
8. *If a jurisdiction intends to use HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds, state its financing guidelines required under 24 CFR 92.206(b).*

HOPWA 91.220(1)(3)

The City of Tamarac is not a recipient of HOPWA funds.

1. *One year goals for the number of households to be provided housing through the use of HOPWA activities for: short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family, tenant-based rental assistance, units provided in housing facilities that are being developed, leased, or operated.*

OTHER NARRATIVES AND ATTACHMENTS

Include any action plan information that was not covered by a narrative in any other section. If optional tables are not used, provide comparable information that is required by consolidated plan regulations.

Section 3

The City has drafted a new Section 3 Plan which is included in all solicitations utilizing federal funds incorporated Section 3 language.

Under the Home Rehabilitation Program, the City partnered with a local Section 3 agency, Step-Up, for its millwork. As a Section 3 agency, Step-Up was incorporated into the program and all participating general contractors agreed to allow the Step-Up Program to bid on millwork opposed to utilizing their own millwork sub-contractors. In 2014, with the next General Contractors solicitation, Section 3 determination will be made a part of the award process. General Contractors will be asked to complete the Section 3 Business and/or Resident certifications.

Additionally, the City has hired consultants under the Neighborhood Stabilization Program – Round 3 within the “vicinity hiring” guidelines. A realtor located in the City of Tamarac was selected to assist with acquisition, property management and disposition of NSP3 properties. A local lawn maintenance company was also selected to maintain the lawns at NSP3 properties while owned by the City.

City staff has attended local Section 3 training and will continue to improve the incorporation of Section 3 into grant funded projects.

Davis Bacon

In addition to creating the above Section 3 Plan, the City recently completed its Davis Bacon Plan. All solicitations incorporate Davis Bacon requirements when federally funded. CDBG funds have been allocated to the installation of sidewalks over the past 3-4 years. Davis Bacon activities took place ensuring compliance on these jobs. Staff is invited to the award conference notifying the awarded contractor of its Davis Bacon

obligations and conducts on-site interviews with labor personnel confirming labor standards are being met.

Fair Housing

Fair Housing in the City of Tamarac is promoted during community events, workshops, and as part of the one-on-one housing counseling at the staff level through Broward County Housing Authority and other local counseling agencies.

The Fair Housing Action Plan consists of updating the City's Analysis of Impediments, conducting Fair Housing educational outreach sessions, distributing Fair Housing and Predatory Lending educational materials, conducting in partnership with other jurisdictions a National Fair Housing Month event, and publishing several Public Service Announcements.

The City has an updated Analysis of Impediments on record and has been reviewed and approved by HUD's Fair Housing and Equal Opportunity office.

Additionally, the H.O.P.E. Inc. Discrimination Hotline phone number has been added the City's website and it published in the City's Tam-A-Gram newsletter once per year.

The City maintains an annual Scope of Work Agreement with H.O.P.E. Inc. for all its Fair Housing initiatives and needs. A new Analysis of Impediments will take place once the new regulations are set forth.



Title - TR12440 - University Hospital Helipad - Major Revised Site Plan

A Resolution of the City Commission of the City of Tamarac, Florida, granting Major Revised Site Plan approval for the University Hospital and Medical Center Helipad project, to allow for the construction of a helipad to serve the medical needs of the adjacent medical center, for the property located on the west side of University Drive, east of N.W. 80 avenue at 7201 North University Drive (specifically Parcels B, C, and D, of University Hospital according to the plat thereof as recorded in Plat Book 102, Page 50, of the public records of Broward County, Florida) (Case No. 24-SP-13); providing for conflicts; providing for severability; and providing for an effective date

ATTACHMENTS:

Name:

Description:

- 📎 [TR12440 - Memo.pdf](#)
- 📎 [TR112440reso-University Hospital MRSP.doc](#)
- 📎 [University Hospital and Medical Center Helipad \(24-SP-13\) Location Map CC.pdf](#)
- 📎 [TR12440 - Justification Letter.pdf](#)
- 📎 [TR12440 - Site Plan.pdf](#)

TR12440 - Memo

TR12440 - Resolution

TR12440 - Site Location Map - Exhibit A

TR12440 - Exhibit B - Justification Letter

TR12440 - Exhibit C - Site Plan

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 13-12-002M
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Michael C. Cernech,
City Manager

DATE: December 23, 2013

FROM: Frank L. Zickar, Interim
Director of Community Development

RE: University Hospital and Medical Center
Helipad – Major Revised Site Plan

CASE#: 24-SP-13 **Temp. Reso. No.** 12440

MF#: 10-76

RECOMMENDATION: The Interim Director of Community Development recommends that the Mayor and City Commission approve the Major Revised Site Plan petition to allow the construction of a helipad to serve the medical needs of the adjacent Medical Center at its January 8, 2014 meeting.

ISSUE: Tom Donahue, IBI Group, is requesting on behalf of the property owner University Hospital, LTD/Columbia HCA, approval of a Major Revised Site Plan application to allow the construction of a helipad to serve the medical needs of the Adjacent Medical Center (see Exhibit A Site Map).

PUBLIC NOTIFICATION: Section 2-370 of the Code of Ordinances requires that all property owners within 400 feet of the subject property be notified of this application. To that end, 114 property owners were notified regarding the Special Exception petition.

BACKGROUND: University Hospital and Medical Center is located on the west side of University Drive, east of N.W. 80 Avenue at 7201 N. University Drive. The land use is Commercial and the existing zoning designation is B-6 (Business District). The Medical Center is a three hundred and seventeen (317) bed facility and health care complex located on approximately 30 acres that includes the hospital, medical buildings and associated parking. The site currently contains one thousand two hundred and seventy-one (1271) parking spaces.

The zoning designations/existing uses adjacent to the subject property are:

B-2 (Planned Community Business District) to the east across from University Drive

- Unoccupied Piccadilly commercial property and Jewelry Exchange Shopping Center– (1360 feet to property line)

R-2 (Two-family Residential District) to the south

- Academy Hills residential development – (225 feet to property line)

S-1 (Recreation District) to the west

- Woodmont Natural Area, Broward County – (710 feet to property line)

R-3 (Low Density Multi-family residential District) to the north

- Midora at Woodmont 2-story multifamily residential development – (665 feet to property line)

ANALYSIS: The helipad will provide medical flights to and from the facility to better serve the needs of patients within Broward County. These flights are mainly daytime occurrences to relocate patients from one facility to another, not intended for emergency situations at odd hours of the night. It is estimated that there will be ten (10) operations monthly. There will be no helicopters stored at this facility.

The proposed location for the helipad is directly west of the hospital building which will consist of a sixty (60) by sixty (60) square foot concrete pad with the required Federal Aviation Administration (FAA) lighting. Additionally, a one hundred and twenty-five (125) foot by eighty (80) foot Heliport Protection Zone will be created just west of the helipad itself as required by Federal standards. A four (4) foot high chain link fence and associated hedge will be provided to screen and protect this area. Fifty-six (56) parking spaces will be removed to accommodate the helipad, which leaves enough parking for the remainder of the Medical Center complex (See Exhibit C Site Plan).

All Federal Aviation Administration (FAA) requirements have been met regarding the addition of this helipad.

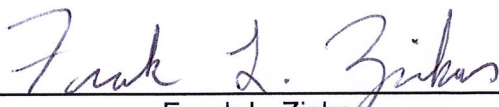
CONCLUSION: Policy 1.4 of the City's Comprehensive Plan states that the Community Development Department will continue to review land use plan amendments, site plans and plat approval requests for compatibility with adjacent land uses as currently required by the Code of Ordinances. The addition of a helipad to enable the University Medical Center to respond in a more expeditious manner to those in great medical need will greatly assist this center to be a more responsive facility.

Additionally, the requested Special Exception meets the City's Strategic Plan Goal #5, A Vibrant Community, by allowing a helipad to serve the emergency needs of the general public and the adjacent Medical Center.

Staff recommends that the City Commission approve the Major Revised Site Plan 24-SP-13 at its January 8, 2014 meeting.

FISCAL IMPACT: No direct budgetary impact. This application is being funded by an application/processing fee.

INTERVENING ACTION: At its December 4, 2013 meeting, the Planning Board voted unanimously, 4-0 to forward a favorable recommendation to the City Commission at its January 8, 2014 meeting regarding Case No. 24-SP-13, Major Revised Site Plan to allow the construction of a helipad to serve the medical needs of the adjacent Medical Center.



Frank L. Zickar,
Interim Director of Community Development

Attachments: Temporary Resolution No. 12440
 Exhibit A - Site Location Map
 Exhibit B - Petitioner's Justification Letter
 Exhibit C - Site Plan

FLZ/alg

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2014-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, GRANTING MAJOR REVISED SITE PLAN APPROVAL FOR THE UNIVERSITY HOSPITAL AND MEDICAL CENTER HELIPAD PROJECT, TO ALLOW FOR THE CONSTRUCTION OF A HELIPAD TO SERVE THE MEDICAL NEEDS OF THE ADJACENT MEDICAL CENTER, FOR THE PROPERTY LOCATED ON THE WEST SIDE OF UNIVERSITY DRIVE, EAST OF N.W. 80 AVENUE AT 7201 NORTH UNIVERSITY DRIVE (SPECIFICALLY PARCELS B, C, AND D, OF UNIVERSITY HOSPITAL ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 102, PAGE 50, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA) (CASE NO. 24-SP-13); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the instructions of the City Commission of the City of Tamarac, Florida, a public meeting has been advertised in accordance with applicable law of the date, time and place of the meeting regarding the review of the application for a Revised Development Order and Site Plan for development approval; and

WHEREAS, the Interim Director of Community Development recommends approval; and

WHEREAS, the Planning Board recommended approval on December 4, 2013; and

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

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

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interests of the citizens and residents of the City of Tamarac, Florida to grant Major Revised Site Plan Approval for the University Hospital and Medical Center Helipad project, to allow for the construction of a helipad to serve the medical needs of the adjacent medical center, for the property located on the west side of University Drive, east of N.W. 80 Avenue at 7201 North University drive (specifically Parcels B, C, and D, of University Hospital according to the plat thereof as recorded in Plat Book 102, Page 50, of the public records of Broward County, Florida).

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

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

SECTION 2: That the application of the Major Revised Site Plan for the University Hospital and Medical Center Helipad project to allow for the construction of a helipad to serve the medical needs of the adjacent medical center, for the property located on the west side of University Drive, east of N.W. 80 Avenue at 7201 North University drive (specifically Parcels B, C, and D, of University Hospital according to the plat thereof as recorded in Plat Book 102, Page 50, of the public records of Broward County, Florida) is HEREBY APPROVED.

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

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

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

PASSED, ADOPTED AND APPROVED this day of , 2014.

BETH TALABISCO,
MAYOR

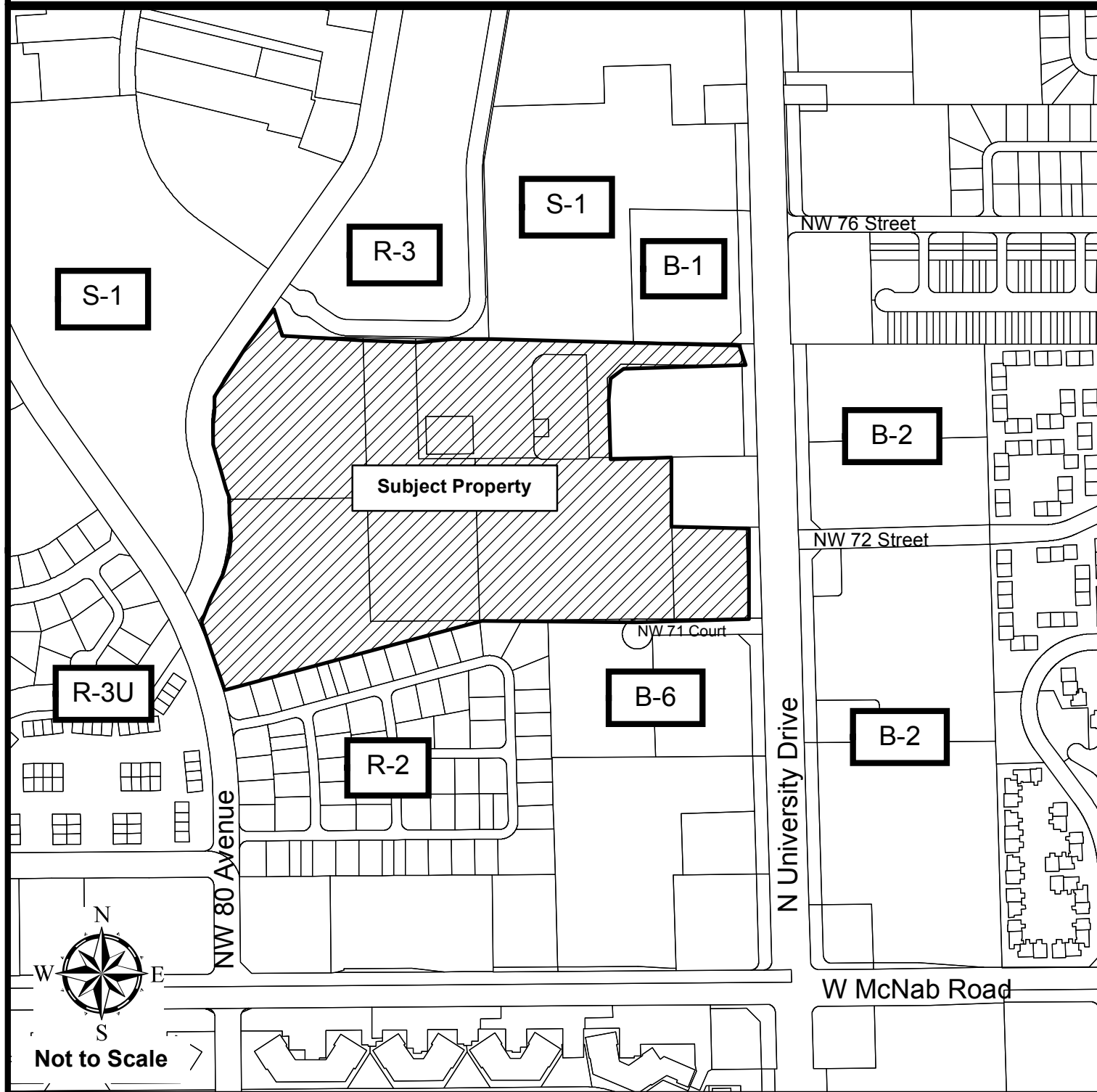
ATTEST:

PATRICIA TEUFEL, CMC
INTERIM CITY CLERK

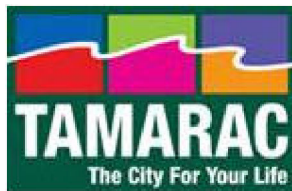
I HEREBY CERTIFY that I
have approved this
ORDINANCE as to form.

SAMUEL S. GOREN,
CITY ATTORNEY

University Hospital and Medical Center Helipad Case #24-SP-13



City Commission
January 8, 2014
Special Exception



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



IBI Group (Florida) Inc.
2200 Park Central Boulevard North - Suite 100
Pompano Beach FL 33064 USA
tel 954 974 2200
fax 954 973 2686

November 25, 2013

City of Tamarac
Planning and Zoning Division
7525 NW 88th Ave.
Tamarac, FL 33321-2401

Attn: Mr. Frank Zickar
Planning & Zoning Manager

Re: University Hospital and Medical Center
7201 N. University Drive. Tamarac, FL
Proposed Helipad - Justification Letter
IBI Project No. 34725

Dear Mr. Zickar;

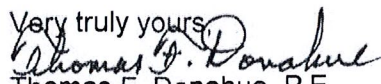
University Hospital and Medical Center, 7201 North University Drive, Tamarac, FL, is submitting a SP- Case Development Application proposing the construction of a helipad to serve the emergency needs of the Medical Center.

University Hospital and Medical Center is a 317 bed medical center and health care complex located on a 30 acre campus including the hospital, medical buildings and parking.

The helipad is necessary to provide emergency medical flights to and from the facility to serve the needs of the patients at the hospital and the residents of Broward County. The number of operations are dependent on emergency needs and is estimated at approximately 10 per month. There will be no helicopters based at the facility and no maintenance services will be provided.

The new helipad to be constructed west of the main hospital building is a 60-foot by 60-foot square feet concrete pad with required FAA lighting. The helipad is surrounded by a 4-foot high chain link fence and hedge. The helipad replaces 56 existing parking spaces. Recent parking calculation review indicates the loss of these parking spaces will still provide the campus with an excess of 13 parking spaces relative to the required parking shown on the most recent approved site plan. There will be no or negligible change in the amount of impervious service and no change impact to the site drainage system.

Please feel free to contact us if you have any questions or require additional information.

Very truly yours,

Thomas F. Donahue, P.E.
Associate; Manager - Engineering
IBI Group (Florida) Inc.

Temporary Resolution No. 12440

University Hospital and Medical Center Helipad

Major Revised Site Plan Project

Site Plan on file

in the Office of the City Clerk



Title - TR12441 - 7800 Building - Special Exception

A Resolution of the City Commission of the City of Tamarac, Florida, approving a Special Exception (with conditions) petition to allow for the use of an adult daycare facility within a B -3 (General Business District) Zoning District; for the subject property located at 7800 University Drive (specifically, Lots 22 and 23, Block 11, of the Lyons Commercial Subdivision No. 3, according to the Plat thereof, as recorded in Plat Book 76, Page 31, of the public records of Broward County, Florida) pursuant to Section 24-434 of the Tamarac Code of Ordinances; (Case No. 11-Z-13) providing for conflicts; providing for severability; and providing for an effective date

ATTACHMENTS:

Name:

Description:

 [Memo \(M\) SE 7800 Building Adult Daycare.doc](#)

TR12441 - Memo

 [12441reso 7800 Building-Special Exception 11-Z-13.doc](#)

TR12441 - Resolution

 [7800 Building Adult Day Care \(11-Z-13\) Location Map CC.pdf](#)

TR12441 - Site Location Map

 [TR12441-Exhibit A-Justification Letter.pdf](#)

TR12441 - Exhibit A - Justification Letter

 [TR12441-Exhibit B-Committment Letter.pdf](#)

TR12441 - Exhibit B - Committment Letter

 [TR12441 - Site Survey.pdf](#)

TR12441 - Exhibit C - Site Survey

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 13-12-001M
COMMUNITY DEVELOPMENT DEPARTMENT

TO:	Michael C. Cernech, City Manager	DATE:	December 23, 2013
FROM:	Frank L. Zickar, Interim Director of Community Development	RE:	7800 Building, Adult Daycare – Special Exception
		CASE#:	11-Z-13 Temp. Reso. No.: 12441
		MF#:	43-84

RECOMMENDATION: The Interim Director of Community Development recommends that the Mayor and City Commission approve the Special Exception petition to allow the use of an Adult Daycare Facility located at 7800 University Drive at its January 8, 2014 meeting.

ISSUE: Scott Backman, Esquire-Dunay, Miskel, Backman and Blattner, the Designated Agent for the property owner, Tamarac Fortune Limited Partnership, is requesting approval for the use of an Adult Daycare located at 7800 University Drive (see Site Map).

PUBLIC NOTIFICATION: Section 2-370 of the Code of Ordinances requires that all property owners within 400 feet of the subject property be notified of this application. To that end, 92 property owners were notified regarding the Special Exception petition.

BACKGROUND: The subject property is approximately 1.34 acres, has a Future Land Use designation of Commercial, and a zoning classification of B-3 (General Business District). The existing use on the subject property is a three (3)-story office building.

The zoning designations/existing uses adjacent to the subject property are:

B-6 (Business District) to the north and south

- One story office building to the north (Allstate and West Broward Eye Care)
- Vacant land to the south

R-1 (Single-Family Residential District) to the east

- Heathgate single-family homes

R-1 and B-1 to the west across from University Drive

- Avalon Estates single-family homes (R-1)
- Medical office complex (B-1)

ANALYSIS: The applicant is requesting approval of a Special Exception to allow the use of an Adult Daycare Facility located at 7800 University Drive. Pursuant to Section 24-434 of the City's Code of Ordinances, an Adult Care Facility must be approved by special exception.

Uses permitted only by special exception may be approved by the city commission in accordance with the procedures and standards of section 24-552 and shall not adversely affect the public health, safety, and general welfare of the city. Uses permitted only by special exception shall conform to all city ordinances and other applicable regulations for the uses in the district in which the special exception is located unless otherwise specified in this article.

Any use that seeks relief by a special exception must ensure the following actions are completed or are proposed to be completed through a site plan revision or building permit prior to approval by the city commission:

- The entire site in which the proposed use is located shall be in compliance with current landscaping requirements to the greatest extent possible as stated in chapter 11, Landscaping.
- All vehicular use areas shall comply with current requirements to the greatest extent possible as stated in chapter 9, Health, sanitation and nuisances, chapter 24, Zoning and in the city's engineering standards.
- The entire site shall be void of any pre-existing code violations.
- Any modification to existing signage to accommodate this use will be required to meet current sign code criteria and will be submitted through the proper Building Department application process.

Attached is a letter from the applicant committing to the above conditions of approval (see Exhibit B Letter from Dunay, Miskel, Backman and Blattner Committing to Conditions of Approval):

The proposed special exception is not creating additional impacts to City services or adjacent development. The existing building completed construction in and around 1987. It was at this time, the right-of-way dedications for University Drive were provided and development impacts were addressed. The proposed Special Exception complies with the City's objectives to promote quality development and to ensure the necessary facilities are in place. In this case, all of the road and infrastructure improvements are in place, the building footprint is existing and no additional square footage is being requested. The historical use of the Property is general office.

Currently, New Life Health Care Group leases approximately seven thousand five hundred (7500) square feet on the first and second floors of the three (3) story, fifteen thousand (15,000) square feet office building (see Exhibit C Property Survey). The proposed use of the Adult Daycare will be confined to the applicant's current leased area of the building. The request to establish an adult day care use operates in tandem with the medical office use. Here, seniors will be coming to the facility via transportation provided by the Petitioner. Upon coming to the facility, the patients will have the opportunity to attend doctor appointments and utilize the adult day care component. This component will consist of television, reading material, board games and other group activities that will allow the seniors an opportunity to socialize and have a place to visit or go to in between doctor appointments.

As such, the proposed Special Exception will be encouraging the use of transit alternatives by picking up and dropping off clients in transportation provided for by the Petitioner. The intent of this use is to discourage seniors from using their cars to come to the facility. Instead, vehicles are used to transport patients to and from the facility. The individuals using this facility are patients of the doctors who have an office in the facility.

The site is compliant with the City's parking requirements, which ensure adequate parking for the proposed use and all other uses within this building.

CONCLUSION: Policy 1.5 of the City's Comprehensive Plan states that the City will continue to promote "quality development" in all land use categories by the establishment and implementation of design criteria and development standards in the Land Development Code (LDC), which promote the highest standards of urban development and community aesthetics.

Additionally, the requested Special Exception meets the City's Strategic Plan Goal #5, A Vibrant Community, by allowing an Adult Care Facility that will assist the City's elderly population in their personal health care by allowing them to be transported to this facility and receive medical attention while being supervised in a quality environment during their stay at the facility.

Staff recommends that the City Commission approves Special Exception 11-Z-13 with conditions of approval at its January 8, 2014 meeting for the reasons stated above.

FISCAL IMPACT: No direct budgetary impact. This application is being funded by an application/processing fee.

INTERVENING ACTION: At its December 4, 2013 meeting, the Planning Board voted unanimously, 4-0 to forward a favorable recommendation with conditions of approval to the City Commission at its January 8, 2014 meeting regarding Case No. 11-Z-13, Special Exception petition to allow the use of an Adult Daycare facility at 7800 North University Drive.

Frank L. Zickar,
Interim Director of Community Development

Attachments: Temporary Resolution 12441
Site Location Map
Exhibit A - Petitioner's Justification Letter
Exhibit B - Letter from Dunay, Miskel, Backman and Blattner Committing to Conditions of Approval
Exhibit C - Property Survey

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2014-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING A SPECIAL EXCEPTION PETITION (WITH CONDITIONS) TO ALLOW FOR THE USE OF AN ADULT DAYCARE FACILITY WITHIN A B-3 (GENERAL BUSINESS DISTRICT) ZONING DISTRICT; FOR THE SUBJECT PROPERTY LOCATED AT 7800 UNIVERSITY DRIVE (SPECIFICALLY, LOTS 22 AND 23, BLOCK 11, OF THE LYONS COMMERCIAL SUBDIVISION NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 76, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA) PURSUANT TO SECTION 24-434 OF THE TAMARAC CODE OF ORDINANCES; (CASE NO. 11-Z-13) PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 24-434 of the Code of Ordinances of the City of Tamarac, Florida provides for the granting of a Special Exception for an Adult Care Facility; and

WHEREAS, Scott Backman, Esquire-Dunay, Miskel, Backman and Blattner, the Designated Agent for the property owner, Tamarac Fortune Limited Partnership, is requesting approval of a Special Exception petition to allow for the for the use of an Adult Daycare Facility within a B-3 (General Business District) zoning district pursuant to Section 24-434 of the City's Code of Ordinances; for the property at located 7800 University Drive (specifically, Lots 22 and 23, Block 11, of the Lyons Commercial Subdivision No. 3, according to the plat thereof, as recorded in Plat Book 76, Page 31, of the public records of Broward County, Florida); and

WHEREAS, the proposed Special Exception is in compliance with the City's Comprehensive Plan as it supports the City's Goals, Objectives and Policies regarding neighborhoods (residential and nonresidential) that are attractive, well maintained, and that contribute to the health, safety, and welfare of their residents and users; and

WHEREAS, the proposed Special Exception is consistent with the adjacent residential neighborhoods relative to the proposed intensity, building mass, and aesthetic impact of the requested use; and

WHEREAS, the Planning Board recommended approval of this application (with conditions) at its December 4, 2013 public hearing; and

WHEREAS, the City Commission of the City of Tamarac finds that granting the petition for Special Exception (with conditions) would be in keeping with the public health, safety and general welfare of the City of Tamarac; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interests of the citizens and residents of the City of Tamarac to approve this Special Exception (with conditions) petition to allow for the for the use of an Adult Daycare Facility within a B-3 (General Business District) zoning district pursuant to Section 24-434 of the City's Code of Ordinances; for the property at located 7800 University Drive (specifically, Lots 22 and 23, Block 11, of the Lyons Commercial Subdivision No. 3, according to the plat thereof, as recorded in Plat Book 76, Page 31, of the public records of Broward County, Florida).

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

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

SECTION 2: That this Special Exception petition to allow for the for the use of an Adult Daycare Facility within a B-3 (General Business District) zoning district pursuant to Section 24-434 of the City's Code of Ordinances; for the property at located 7800 University Drive (specifically, Lots 22 and 23, Block 11, of the Lyons Commercial Subdivision No. 3, according to the plat thereof, as recorded in Plat Book 76, Page 31, of the public records of Broward County, Florida); is HEREBY APPROVED; subject to the following conditions:

- The entire site in which the proposed use is located shall be in compliance with current landscaping requirements to the greatest extent possible as stated in Chapter 11, Landscaping of the City's Code of Ordinances.
- All vehicular use areas shall comply with current requirements to the greatest extent possible as stated in Chapter 9, Health, Sanitation and Nuisances; Chapter 24, Zoning and in the City's Engineering Standards.
- The entire site shall be void of any pre-existing code violations.
- Any modification to existing signage to accommodate this use will be required to meet current sign code criteria and will be submitted through the proper Building Department application process.

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

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

PASSED, ADOPTED AND APPROVED this day of , 2014.

BETH TALABISCO,
MAYOR

ATTEST:

PATRICIA TUEFEL, CMC
CITY CLERK

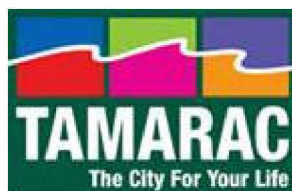
I HEREBY CERTIFY that I
have approved this
RESOLUTION as to form.

SAMUEL S. GOREN,
CITY ATTORNEY

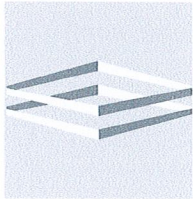
7800 Building Adult Day Care Case #11-Z-13



City Commission
January 8, 2014
Special Exception



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



**DUNAY
MISKEL
BACKMAN
BLATTNER** LLP

Gary S. Dunay
Bonnie Miskel
Scott Backman
David K. Blattner

Christina Bilenki

**7800 North University Drive, Tamarac FL 33321
Special Exception Request and Justification**

Tamarac Fortune Limited Partnership ("Petitioner") proposes to establish an adult day care use on the +/- 1.3453 acre parcel ("Property") generally located on the east side of University Drive between Southgate Boulevard, to the north, and McNab Road, to the south, in the City of Tamarac, Florida ("City"). The Property is currently a 15,000 square foot office building. The Property is located within the B-3, General Business, zoning district and is designated Commercial on the City's Land Use Map. The B-3 zoning district regulations permit a variety of retail, office and service uses including medical office. The existing building primarily contains medical office and general office uses; however, day-care for adults is permitted as a Special Exception use in the B-3 zoning district.

According to the City's Zoning Code, a special exception is a use that is permitted by right; however, the purpose of the special exception is to provide for certain uses which must be reviewed in context to the environment, must be well adjusted and offer protection to the surrounding through rigid application of the B-3 zoning district regulations, and due to the nature of the uses, the importance of their relationship to the comprehensive development plan and the possible impact on neighboring properties requires the exercise of planning judgment regarding the proposed location and site plan. In order to establish adult day care as a permitted use on the Property, the Petitioner is requesting approval of a Special Exception use as follows:

**Adult-Special Exception to allow adult day care in addition to the
permitted uses allowed under the B-3 zoning district.**

In accordance with Section 24-552 of the City's Zoning Code, Petitioner will demonstrate that the proposed Special Exception: (1) is consistent with the goals, objectives, and policies of the City's Comprehensive Plan; (2) is consistent with the land development and zoning regulations and of the Zoning Code; (3) is compatible with the character and use (existing and future) of the surrounding properties in its function, hours of operation, type and amount of traffic to be generated, building location, mass, height, setbacks, etc; and (4) does not have a detrimental impact on surrounding properties as a result of the special exception use. Further, that the proposed Special Exception in accordance with Section 24-548 of the City's Zoning Code shall; (5) be in compliance with current landscaping requirements to the greatest extent possible as stated in Chapter 11-Landscaping of the City's Zoning Code; (6) in compliance with current requirements to the greatest extent possible as stated in Chapter 9, Health, sanitation and nuisances, Chapter 24, Zoning and in the city's engineering standards; and (7) be void of any pre-existing code violations.

1. The proposed Special Exception use is consistent with the goals, objectives, and policies of the City's Comprehensive Plan.

Response: The proposed Special Exception is consistent with the goals, objectives and policies of the City's Comprehensive Plan. The proposed Special Exception requests approval of an adult day care use and the following goals, objectives and policies of the City's Comprehensive Plan demonstrate consistency with the request:

In accordance with the City's land use density/intensity standards, the Property contains a current land use designation of Commercial. The Property has been developed with office uses and is consistent with the permitted uses allowed under the Commercial land use designation. Further, the maximum lot coverage permitted under the Commercial land use designation is thirty-five percent (35%). When establishing the footprint of the building in relation to the Property's acreage, the lot coverage is nine percent (9%). This is well below the maximum of thirty-five percent (35%) lot coverage.

Land Use Element Policy 1.5: The City will continue to promote "quality development" in all land use categories by the establishment and implementation of design criteria and development standards in the Land Development Code (LDC) which promote the highest standards of urban development and community aesthetics.

Land Use Element Objective 9: The City of Tamarac will continue to keep in place subdivision and other land development regulations which promote well planned, orderly, and attractive development which is consistent with the City's adopted Capital Improvement Element and with the goals, objectives, and policies of the Broward County Land Use Plan.

Land Use Element Policy 9.3: The City's Land Development Code shall protect, whenever possible, existing and planned residential areas, including single family neighborhoods, from disruptive land uses and nuisances.

Land Use Element Objective 10: The City will continue to implement land use controls which promote communities that are attractive, well maintained, and that contribute to the health, safety, and welfare of residents and users.

Transportation Element Objective 5: The City shall plan for the mobility needs of the elderly, handicapped, and other transportation disadvantaged groups. The efforts of the City to implement programs and services directly targeted at the above mentioned groups.

The proposed special exception is not creating additional impacts to City services or adjacent development. The existing building completed construction in and around 1987. It was at this time, the right-of-way dedications for University Drive were provided and development impacts were addressed. The proposed Special Exception complies with the City's objectives to promote quality development and to ensure the necessary facilities are in place. In this case, all of the

road and infrastructure improvements are in place, the building footprint is existing and no additional square footage is being requested. The historical use of the Property is general office. The request to establish an adult day care use operates in tandem with the medical office use. Here, seniors will be coming to the facility via transportation provided by the Petitioner. Upon coming to the facility, the patients will have the opportunity to attend doctor appointments and utilize the adult day care component. This component will consist of television, reading material, board games and other group activities that will allow the seniors an opportunity to socialize and have a place to visit or go to in between doctor appointments.

As such, the proposed Special Exception will be encouraging the use of transit alternatives by picking up and dropping off clients in transportation provided for by the Petitioner. The intent of this use is to discourage seniors from using their cars to come to the facility. Instead, vehicles are used to transport patients to and from the facility. The individuals using this facility are patients of the doctors who have an office in the facility.

2. The proposed special exception is consistent with the zoning regulations and all other portions of the City's Zoning Code.

The proposed Special Exception is consistent with the zoning regulations and all other portions of the Zoning Code. The proposed Special Exception complies with the Zoning Code as follows:

Section 24-368: Property Development Regulations for the B-3 General Business Zoning District:

The minimum lot area is one (1) acre. The proposed Special Exception complies with this requirement with a lot area of 1.3453 acres.

- (1) The minimum lot width is two hundred feet (200'). The Property and proposed Special Exception comply with this requirement with minimum width of two hundred feet (200').
- (2) The minimum lot depth is two hundred feet (200'). The Property and proposed Special Exception comply with this requirement with a lot depth of an average of approximately two hundred fifty feet (+/- 250').
- (3) The minimum lot frontage is one hundred feet (100'). The Property and proposed Special Exception comply with this requirement with frontage consisting of two hundred feet (200').
- (4) The minimum (front) street setback is fifty feet (50'). The Property and proposed Special Exception comply with approximately fifty-nine feet (59').
- (5) The minimum side setback is twenty-five feet (25'). The Property and proposed Special Exception comply with sixty-nine feet (69') on the south side and forty-five feet (45') on the north side.
- (6) The minimum rear setback is fifty feet (50'). The Property and proposed Special Exception comply with this requirement with a rear setback of approximately one hundred twenty-six feet (+/-126').



**DUNAY
MISKEL
BACKMAN
BLATTNER** LLP

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November 26, 2013

Frank L. Zickar
Interim Director of Community Development
City of Tamarac
7525 NW 88th Ave
Tamarac, FL 33321

Via Electronic Mail

RE: Special Exception (Application Number- 11-Z-13)
New Life Health Care Group, Inc.

Dear Mr. Zickar,


Per your request, please find below the following consent(s) regarding the Special Exception Application that is being processed on behalf of New Life Health Care Group, Inc. ("Applicant") as it pertains to the property located at 7800 North University Drive Tamarac, FL ("Subject Property"):

1. The Applicant agrees, prior to issuance of a Certificate of Occupancy, to address any deficiencies regarding the landscaping that was originally approved as part of the site plan for the Subject Property. We ask that the Applicant, owner and/or designated agent be notified and present upon the City of Tamarac's inspection of the Subject Property and that the City of Tamarac provide at least 24 hours' notice prior to any such inspection of the Subject Property.
2. The Applicant agrees, prior to issuance of a Certificate of Occupancy, to address any deficiencies regarding the vehicular use area that are a result of non-maintenance, including faded pavement marking, potholes, damaged wheel stops and any other routine maintenance issues. We ask that the Applicant, owner and/or designated agent be notified and present upon the City of Tamarac's inspection of the Subject Property and that the City of Tamarac provide at least 24 hours' notice prior to any such inspection of the Subject Property.
3. The Applicant acknowledges that any modification to existing signage to accommodate the proposed use will be required to meet current sign code criteria and will be submitted for review through the proper Building Department application process.

4. The Applicant acknowledges that a Special Exception will be granted to the Subject Property. At the present time, the Applicant leases approximately 7,500 square feet on the first and second floors of the 3-story/15,000 square foot building. The Applicant acknowledges that the adult day care use is restricted to the Applicant's leased area of the building, which may be increased or reduced in square footage from time to time.

Thank you for your time and consideration with this matter. Please do not hesitate to contact me in the event you have any questions or require additional information.

Sincerely,



Scott Backman, Esq.
SB/kb

cc: Dailyn Guerra -New Life Health Care Group, Inc.

Temporary Resolution No. 12441

7800 Building Special Exception Project

Property Site Survey is
on file in the Office of the City Clerk