



CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING
City Hall - Commission Chambers
August 27, 2014

CALL TO ORDER:

9:00 A.M.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Mayor Harry Dressler

INTRODUCTION

1. PROCLAMATIONS AND PRESENTATIONS:

a. Relay for Life Presentation

Presentation of a plaque to the Mayor and Commission by the Tamarac Relay for Life Committee in recognition of the City's support for the Tamarac Relay for Life event held May 16-17, 2014.

b. August Employee Service Awards

Presentation by Mayor Harry Dressler of Employee Service Awards:

5 - Year Award:

Ronald Dukes, Service Worker I, Public Services

10 – Year Awards:

Wade Clair, Recreation Programmer II, Parks & Recreation
Germania Roman, Office Specialist, Parks & Recreation

15 – Year Awards:

Diane Phillips, Assistant City Manager, City Manager
Alexander Arias, Lt. Paramedic, Fire Rescue
David Moore, Project Manager, Public Services

25 – Year Award:

Ricky Anderson, Chief Structural Inspector, Building

2. CITY COMMISSION REPORTS

a. Commissioner Bushnell

b. Vice Mayor Gomez

c. Commissioner Glasser

d. Commissioner Placko

e. Mayor Dressler

3. **CITY ATTORNEY REPORT**

4. **CITY MANAGER REPORT**

5. **PUBLIC PARTICIPATION**

Any member of the public may speak to any issue that is not agendaized for public hearing at this meeting. Speakers will be limited to three minutes during this item and at public hearings. 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 agendaize 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 July 9, 2014 Regular Commission Meeting Minutes**

Approval of the July 9, 2014 Regular Commission Meeting Minutes

b. **TR12520 - Approval of SHIP Annual Reports**

A Resolution of the City Commission of the City of Tamarac, Florida, approving the Annual Reports for the State Housing Initiative Partnership for the Close Out report FY 2011/2012 and the Interim Reports for FY 2012/2013 and FY 2013/2014; providing for conflict; providing for severability; and providing for an effective date.

c. **TR12506 - Approval of ILA for HOME FY 14/15 Funds**

A Resolution of the City Commission of the City of Tamarac, Florida, accepting the 2014-2015 fiscal year Home Investment Partnership ("HOME") funds in the amount of \$78,448 for a term commencing October 1, 2014 with an end date of September 30, 2016; authorizing the appropriate city officials to execute an Interlocal Agreement for the designation of subrecipient and disbursement HOME program, fiscal year 2014-2015, with Broward County attached hereto as Exhibit "A", and subsequent agreements, if necessary, pending legal review; providing for conflicts; providing for severability; and providing for an effective date.

d. **TR12521- Execution of ILA with Florida PACE Funding Agency**

A Resolution of the City Commission of the City of Tamarac, Florida, to provide a mechanism for the financing of energy conservation and efficiency improvements, renewable energy improvements, and wind resistance improvements; authorizing the execution of a non-exclusive Interlocal Subscription Agreement with the Florida Pace Funding Agency for an initial term of three years ending September 30, 2017; pursuant to which the Florida Pace Funding Agency will administer a financing program for such improvements within the municipal boundaries of the City; authorizing and directing City officials, officers, employees and agents to take such actions as may be necessary or desirable in furtherance of the purposes of this resolution; providing for conflicts; providing for severability; and providing for an effective date.

e. TR12526 - Renewal of Lime Sludge Removal, Hauling and Disposal Agreement - Amendment #2

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to approve Amendment #2 to the agreement for "Lime Sludge Removal, Hauling and Disposal" with Austin Tupler Trucking, Inc., to exercise the second two-year renewal option for "Lime Sludge Removal, Hauling and Disposal" at a cost of \$11.04 per cubic yard; authorizing an expenditure of funds for an estimated annual amount of \$110,400, and authorizing contract escalation/de-escalation as provided under the agreement beginning October 1, 2014 through September 30, 2016; providing for conflicts; providing for severability; and providing for an effective date.

f. TR12522 - Naming Mainlands Park Project

A Resolution of the City Commission of the City of Tamarac, Florida, naming the 23-acre park located within the Mainlands of Tamarac Sections 3 & 4 Subdivisions (previously part of the Monterey Golf Club), "_____"; providing for conflicts; providing for severability; and providing an effective date.

g. TR12524 - Execute a Sidewalk Easement With Lime Bay Condominium, Inc. No. 2, For The Lime Bay Sidewalk Installation Project

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to execute a Sidewalk Easement with Lime Bay Condominium, Inc. No. 2, for the Lime Bay Sidewalk Installation Project, located at the NW corner of Lime Bay Boulevard and Westwood Boulevard East authorizing; directing the City Clerk to record said document in the Public Records of Broward County; providing for conflicts; providing for severability; and providing for an effective date.

h. TR12525 - Execute a Sidewalk Easement With Lime Bay Condominium, Inc. No. 4, For The Lime Bay Sidewalk Installation Project

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to execute a Sidewalk Easement with Lime Bay Condominium, Inc. No. 4, for the Lime Bay Sidewalk Installation project, located at the NW corner of Lime Bay Boulevard and Westwood Boulevard East authorizing; directing the City Clerk to record said document in the Public Records of Broward County; providing for conflicts; providing for severability; and providing for an effective date.

7. REGULAR AGENDA

8. ORDINANCE(S) - FIRST READING

a. TO2301 - Amendment to Zoning Code for Special Exceptions

An Ordinance of the City Commission of the City of Tamarac, Florida amending Chapter 24 of the City's Code of Ordinances, entitled "Zoning" by amending Article IV, entitled "Exceptions and Modifications" by specifically amending Section 24-546 entitled "Purpose", amending Section 24-547 entitled "Applicability", amending Section 24-548 entitled "Enumerated Generally", to provide for substantive Special Exception standards and creating Section 24-548(c) to provide for supplemental site development standards for public and private elementary, middle and high schools in conformity with the City of Tamarac Comprehensive Plan; providing for codification; providing for conflicts; providing for severability and providing for an effective date.

b. TO2305 - Code Amendment - B-1 Zoning District

An Ordinance of the City Commission of the City of Tamarac, Florida amending Chapter 24 of the City's Code of Ordinances, entitled "Zoning" by amending Article III, entitled "District Regulations", Division 19 entitled "Business and Commercial Uses Master List" by specifically amending Section 24-434 entitled "Permitted Uses Master List", to prohibit elementary, middle or senior high schools, public and private in the City's B-1 (Neighborhood Business) zoning district in conformity with the City of Tamarac Land Development Regulations and Comprehensive Plan; providing for codification; providing for conflicts; providing for severability and providing for an effective date.

9. PUBLIC HEARING(S)

10. ORDINANCE(S) - SECOND READING

11. QUASI-JUDICIAL HEARING(S)

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, reading "Patricia Teufel". The signature is fluid and cursive, with the first name "Patricia" written in a larger, more prominent script than the last name "Teufel".

Patricia Teufel, CMC
City Clerk



Title - 9:00 A.M.

9:00 A.M.

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		



Title - Mayor Harry Dressler

Mayor Harry Dressler

ATTACHMENTS:

Description	Upload Date	Type
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No Attachments Available



Title - Relay for Life Presentation

Presentation of a plaque to the Mayor and Commission by the Tamarac Relay for Life Committee in recognition of the City's support for the Tamarac Relay for Life event held May 16-17, 2014.

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		



Title - August Employee Service Awards

Presentation by Mayor Harry Dressler of Employee Service Awards:

5 - Year Award:

Ronald Dukes, Service Worker I, Public Services

10 – Year Awards:

Wade Clair, Recreation Programmer II, Parks & Recreation

Germania Roman, Office Specialist, Parks & Recreation

15 – Year Awards:

Diane Phillips, Assistant City Manager, City Manager

Alexander Arias, Lt. Paramedic, Fire Rescue

David Moore, Project Manager, Public Services

25 – Year Award:

Ricky Anderson, Chief Structural Inspector, Building

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> August Employee Service Awards	8/14/2014	Backup Material

TO: City Clerk **DATE:** August 13, 2014

FROM: Benefits Specialist **RE:** Employee Service Awards
August 27, 2014 Commission Meeting

SERVICE AWARDS

Employee Name	Job Title	Department	Length of Service
Ronald Dukes	Service Worker I	Public Services	5 yrs
Wade Clair	Recreation Programmer II	Parks and Recreation	10 yrs
Germania Roman	Office Specialist	Parks and Recreation	10 yrs
Diane Phillips	Assistant City Manager	City Manager	15 yrs
Alexander Arias	Lt Paramedic	Fire Rescue	15 yrs
David Moore	Project Manager	Public Services	15 yrs
Ricky Anderson	Chief Structural Inspector	Building	25 yrs


Nora Carles


cc: Human Resources Director
Assistant City Clerk



Title - Approval of the July 9, 2014 Regular Commission Meeting Minutes

Approval of the July 9, 2014 Regular Commission Meeting Minutes

ATTACHMENTS:

Description	Upload Date	Type
 July 9, 2014 Regular Commission Meeting Minutes	7/14/2014	Backup Material

CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING
WEDNESDAY, JULY 9, 2014

CALL TO ORDER: Mayor Harry Dressler called the Regular Commission Meeting of the City of Tamarac to order at 7:07 p.m. on Wednesday, July 9, 2014 in City Commission Chambers, Tamarac City Hall, 7525 NW 88th Avenue, Tamarac, FL 33321.

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

Also in attendance were City Manager Michael C. Cernech, Assistant City Attorney Horowitz and City Clerk Patricia Teufel.

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

1. PROCLAMATIONS AND PRESENTATIONS:

- a. Presentation of a proclamation by Mayor Harry Dressler proclaiming July 7, 2014 as "Sidney Hecker Day". (Requested by Mayor Harry Dressler)
- b. Presentation of a proclamation by Mayor Harry Dressler proclaiming July 7, 2014 as "Sheldon Taylor Day". (Requested by Vice Mayor Michelle J. Gomez)
- c. Presentation of a Plaque to the Mayor and Commission by Randy Hibshman, Representing Challenger Baseball
- d. Presentation of a proclamation by Mayor Harry Dressler honoring the African-American Cultural & Social Club of Kings Point In Tamarac. (Requested by Mayor Harry Dressler)

2. CITY COMMISSION REPORTS:

- a. Commissioner Bushnell: Commissioner Bushnell said she enjoys attending the Challenger Baseball games and noted that Colony West Golf Club is interested in sponsoring a Special Olympics Golf Team. Commissioner Bushnell stated that Tamarac is looking for vets from Tamarac to do a project in Veteran's Park and asked if anyone knows a vet to let her know. Commissioner Bushnell reported she attended a special Budget Workshop on June 30th, completed 2 days of ethics training and the 4th of July Celebration was excellent.
- b. Vice Mayor Gomez: Vice Mayor Gomez thanked everyone for attending the meeting. Vice Mayor Gomez attended the 4th of July Celebration, the Caribbean American Celebration, Kiwanis Founder's Day event, Applebee's Ribbon Cutting and the budget workshop on June 30th.
- c. Commissioner Glasser: Commissioner Glasser said she attended the budget workshop on June 30th and found it to be very productive and added that things look good for the future and we will be having a few more meetings before the budget is passed.
- d. Commissioner Placko: Commissioner Placko also attended her first budget workshop and said she takes nothing lightly. Commissioner Placko said she has been contacted by several

people in District 4 who have been very respectful and thanked them for being involved in their community and encouraged people to reach out to her.

e. Mayor Dressler: Mayor Dressler reported that the July 4th Celebration was great and the Valerie Tyson Band was excellent. Mayor Dressler said the US Conference of Mayors has had several initiatives come through on the national level regarding the environment and it sounded like a script from one of Tamarac's workshops where we discuss some of the same issues.

3. CITY ATTORNEY REPORT: Assistant City Attorney Horowitz had no report.

4. CITY MANAGER REPORT: City Manager Cernech reported that BSO will be hosting the National Night Out on Crime on Tuesday, August 5th from 6 p.m. to 9:00 p.m. City Manager Cernech reported that Tamarac has been awarded the ICMA Certificate Award in Performance Management which is a testament to the efforts of staff to track, report and act upon performance data and he will be present at the Conference in September when we will be presented with the award. City Manager Cernech also reported that Tamarac has tentatively received an award from the NEA for design of a public art project at Sunset Point Park and added that we are in the final stages of the approval process and we should be hearing on their final decision on the grant of up to \$25,000 within the next two weeks.

City Manager Cernech said applications for the 2014 Home Rehabilitation Program will be available on July 21st and applications can be downloaded from the website or can be picked up in Room 206 in City Hall. Open enrollment for the submission of applications will be from August 4th to August 15th and awarded on a first-come, first-serve basis.

City Manager Cernech said that July is Parks and Recreation Month and this year's theme is "Out is In" and encouraged people to do something outside every day. City Manager Cernech reported that the All American Country Hoedown Lunch with Uncle Sam and Betsy Ross on June 26 had 150 people in attendance; the 4th of July Patriotic Swim Bash had 250 people in attendance and the All American Celebration at the Sports Complex had 4,500 people in attendance.

City Manager Cernech noted that the Parks & Recreation Department is hosting a Summer Teen Program where teens are assigned to the Community Center, Parks & Recreation Administration Building and City Hall where they have been learning budgeting techniques, cooking and half of the group will be attending the Chamber of Commerce Breakfast where they will meet local business people.

5. PUBLIC PARTICIPATION: Mayor Dressler opened Public Participation and with no one wishing to speak closed Public Participation.

6. CONSENT AGENDA: Mayor Dressler asked City Manager Cernech if there were any changes/additions to the Consent Agenda and City Manager Cernech said the minutes of the June 25, 2014 Regular Commission Meeting have been revised to reflect that Vice Mayor Gomez's report has been amended to indicate that the memorabilia given to her by Bill will be "loaned" as opposed to "turned over" to the Historical Society as originally noted in the minutes. Vice Mayor Gomez seconded by Commissioner Placko moved to add the revised

minutes of the June 25, 2014 Regular Commission Meeting to the Consent Agenda. Motion passed unanimously (5-0).

Vice Mayor Gomez seconded by Commissioner Glasser moved approval of the Consent Agenda as amended. Motion passed unanimously (5-0).

a. Approval of the June 25, 2014 Regular Commission Meeting Minutes as revised – **APPROVED**

b. Approval of the June 25, 2014 Special Commission Meeting Minutes – **APPROVED**

c. TR12476 - Automatic Aid (AA) Agreement BSO-City of Tamarac: A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to approve and execute an Automatic and Mutual Aid Agreement between the Sheriff of Broward County (BSO) and the City of Tamarac for the provision of cooperative automatic fire and emergency medical services through automatic aid; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2014 – 66

d. TR12492 - Award Bid No. 14-14B for HVAC Replacement at FS 15: A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 14-14B to and approving an Agreement with Koldaire, Inc. for the replacement of the HVAC units at Fire Station No. 15 located at 6000 Hiatus Road for a contract amount of \$108,967.00 and a contingency in an amount of \$10,987.00, will be added to the project for a total project budget of \$119,864.00; authorizing an expenditure from the appropriate accounts; authorizing budget amendments as needed for proper accounting purposes; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2014 – 67

e. TR12504 - Park Administration Building Roof Replacement Project: A Resolution of the City Commission of the City of Tamarac, Florida, cancelling the Agreement with Therma Seal Roof Systems, LLC, originally approved by the City Commission via Resolution R-2014-17; awarding Bid No. 14-15B to and approving an Agreement with Therma Seal Roof Systems, LLC. for the replacement of the roofing system at the Parks and Recreation Administration Building located at 6001 Nob Hill Road, in accordance with Bid No. 14-15B for a contract amount of \$146,510, a contingency in an amount of \$21,976, will be added to the project for a total project budget of \$168,486; authorizing an expenditure from the appropriate accounts; authorizing budget amendments as needed for proper accounting purposes; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2014 – 68

f. TR12507 - Pipe Bursting Project: A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to accept and execute an Agreement between the City of Tamarac and Murphy Pipeline Contractors Inc., utilizing pricing from an Agreement obtained through a formal competitive process by the Allied States Cooperative, Education Service Center (ESC) Region 19, RFP Number 13-6903 for an amount not to exceed \$159,395.80 for the replacement of 1500 linear feet of water pipe in

Shaker Village; a contingency of 10.0% or \$15,939.58 will be added to the project account for a total amount of \$175,335.38; authorizing the appropriate City Officials to administer the contract; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2014 – 69

g. TR12509 - Fire Assessment: A Resolution of the City Commission of the City of Tamarac, Florida, relating to the provision of Fire Rescue Services, Facilities and Programs in the City of Tamarac, Florida; establishing the estimated assessment rate for Fire Rescue Assessments for the Fiscal Year beginning October 1, 2014; directing the preparation of an assessment roll; authorizing a public hearing and directing the provision of notice thereof; providing for conflicts; providing for severability; and providing an effective date.

RESOLUTION R-2014 – 70

h. TR12510 - Solid Waste Assessment: A Resolution of the City Commission of the City of Tamarac, Florida, relating to the provision of Residential Solid Waste Collection Services and Facilities and programs in the City of Tamarac, Florida; providing for purpose and definitions; providing for legislative determinations; establishing the estimated rate for the Residential Solid Waste Collection Services Assessment for the Fiscal Year beginning October 1, 2014; directing the preparation of a residential solid waste collection services special assessment roll; authorizing a public hearing and directing the provision of notice thereof; and providing an effective date.

RESOLUTION R-2014 – 71

i. TR12511 - Stormwater Fee Assessment: A resolution of the City Commission of the City of Tamarac, Florida, relating to the provision of Stormwater Management provided by the City's Stormwater Utility; determining that certain real property will be specially benefited thereby; establishing and confirming the method of calculating the cost of Stormwater Management Service against the real property that will be specially benefited thereby; directing the City Manager to prepare or direct the preparation of a preliminary Stormwater Utility Management fee roll based upon the methodology set forth herein; establishing a public hearing for the proposed Stormwater Utility Management fees and directing the provision of notice in connection therewith; providing for conflict; providing for severability; and providing for an effective date.

RESOLUTION R-2014 – 72

j. TR12512 - Nuisance Abatement Assessment: A Resolution of the City Commission of the City of Tamarac, Florida, relating to the provision of Nuisance Abatement on certain real properties by the city in accordance with Chapter 9, Division V of the City's Code of Ordinances; determining that certain real property has been specially benefited by the City's Abatement of Nuisances thereon; directing the City Manager to prepare or direct the preparation of a preliminary Nuisance Abatement Assessment roll; establishing a public hearing for the proposed levy of unpaid Nuisance Abatement Assessments on the annual tax bill and directing the provision of notice in connection therewith; providing for conflict; providing for severability; and providing for an effective date.

RESOLUTION R-2014 – 73

k. TR12514 - Reimbursement Resolution: A Resolution of the City Commission of the City of Tamarac, Florida establishing its intent to reimburse certain Capital Expenditures incurred in connection with the Acquisition, Construction and Equipping of two Fire Stations and other

Public Safety Capital Projects with proceeds of a future tax-exempt financing; providing certain other matters in connection therewith; and providing an effective date.

RESOLUTION R-2014 – 74

l. TR12516 - Award Bid No. 14-16B for the Lime Bay Sidewalk Installation Project: A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 14-16B to and approving an Agreement with Homestead Concrete and Drainage, Inc., for the Lime Bay Sidewalk Installation Project, located along Lime Bay Boulevard between Westwood Boulevard West and Westwood Boulevard East, in accordance with Bid No. 14-16B for a contract amount of \$107,716.61; a contingency in the amount of \$21,543.32 will be added to the project account, for a total project budget of \$129,259.93; authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2014 – 75

m. TR12517 - Emergency Generator Replacement Project - Change Order No. 1: A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to accept and execute Change Order No. 1 to the contract between the City of Tamarac and Cardinal Contractors, Inc., for an amount of \$107,994 for purchase of a Caterpillar Tier 4 Compliant Non-Emergency Generator and cancel the Tier 2 Compliant Emergency Generator order to comply with more stringent, current Environmental Protection Agency Air Emission rules; approving funding for the project from the appropriate Utilities Operational Account; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2014 – 76

n. TR 12513 Proposed Millage Rates: A resolution of the City Commission of the City of Tamarac, Florida, authorizing the City Manager to send a Proposed Millage Rate of 7.2899 mills for General Operating purposes and a Proposed Millage Rate of 0.1010 mills for Voted Debt Service to the Property Appraiser for Fiscal Year 2015, and setting September 12, 2014, at 5:05 p.m. at the Tamarac Commission Chambers, 7525 N.W. 88th Avenue, Tamarac, Florida, as the date, time and place for the first public hearing to set the Tentative Millage Rates and Budget for Fiscal Year 2015; setting September 22, 2014 at 5:05 p.m. at the Tamarac Commission Chambers, 7525 N.W. 88th Avenue, Tamarac, Florida as the date, time, and place for the second public hearing to adopt the Millage Rates and Budget for Fiscal Year 2015; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2014 – 77

7. REGULAR AGENDA:

Mayor Dressler asked City Manager Cernech if there were any additions to the Regular Agenda. City Manager Cernech said that as discussed at the July 7th Workshop TR12519 – Arbor Keys Land Acquisition is being added to the Regular Agenda as Item 7 (a).

a. TR12519 – Arbor Keys Land Acquisition: A Resolution of the City Commission of the City of Tamarac, Florida approving and authorizing the proper City Officials to execute that certain real estate purchase and sale contract for the purchase of real property located at the Arbor Keys Condominium Complex, Tamarac, Florida; attached hereto as Exhibit “A” incorporated

herein; providing for the approval of the contract and authorizing the proper City Officials to consummate the transaction contemplated by the contract for purchase and sale; providing for conflicts; providing for severability; and providing for an effective date. Commissioner Bushnell seconded by Commissioner Placko moved approval of adding TR12519 to the Regular Agenda as item 7 (a). Motion passed unanimously (5-0). Financial Services Director Mason appeared and gave a brief presentation, a copy of which is on file in the City Clerk's Office. Vice Mayor Gomez seconded by Commissioner Placko moved approval of TR12519.

Motion passed unanimously (5-0).

RESOLUTION R-2014 – 78

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

9. PUBLIC HEARING(S): There were no Public Hearing items scheduled for this meeting.

10. ORDINANCE(S) - SECOND READING:

City Manager Cernech said there will be one more change to the agenda tonight as discussed at the July 7th workshop. Item No. 12 (a) has been amended to reflect that it pertains solely to the \$4 million Tamarac project. Assistant City Attorney Horowitz read TR12500 by title into the record. Vice Mayor Gomez seconded by Commissioner Glasser moved to add TR12500 to the agenda as amended. Motion passed unanimously (5-0).

a. TO2300 - Woodmont Development Agreement: Motion to adopt an Ordinance of the City Commission of the City of Tamarac, Florida, on second reading approving and authorizing the Mayor, Vice-Mayor, or City Manager of the City of Tamarac, Florida, on behalf of the City, to execute and to otherwise enter into a Development Agreement between the City of Tamarac and Woodmont Country Club, Inc., for the development of property located within the Woodmont Plat, as recorded in Plat Book 88, Page 20, of the public records of Broward County, Florida, and as more fully described in the Development Agreement which is attached hereto as Exhibit "A"; authorizing the appropriate City Officials to do all things necessary to effectuate the intent of this ordinance; providing for conflicts; providing for severability; and providing for an effective date. Assistant City Attorney Horowitz read TO2300 by title into the record. Vice Mayor Gomez seconded by Commissioner Placko moved approval of TO2300 on second reading. Mayor Dressler said that after this item has been voted on we will be moving out of order to take up Item 12 (b) as they are companion items.

Mayor Dressler opened the Public Hearing and the following individuals spoke: David Barkin, 8064 Buttonwood Circle, expressed his concern regarding the buffer by Pod B and objected to the approval of the Development Agreement; Richard Robbins, 8711 NW 76th Ct., in favor of Development Agreement but expressed concern that the agreement did not address maintenance of the golf course amenities; Zave Aberman, of Zevco Development, 1455 Ocean Drive, said he is looking forward to working with the City on this project. With no one else wishing to speak, Mayor Dressler closed the public hearing.

Motion passed unanimously (5-0).

PASSED ON FIRST READING JUNE 25, 2014

PASSED ON SECOND READING JULY 9, 2014

ORDINANCE NO. O-2014-09

Mayor Dressler moved out of the order of the agenda to take up item 12 (b) – TR12518 – Woodmont Country Club Community – Consolidated, Amended & Restated Covenant.

b. TR12518 - Woodmont Country Club Community - Consolidated, Amended, & Restated Covenant: A Resolution of the City Commission of the City of Tamarac, Florida, approving the Consolidated, Amended and Restated Covenant for a Period of Fifty (50) Years for the Woodmont Country Club, attached hereto as Exhibit “A”, and incorporated herein by reference; authorizing the joinder and consent of same and directing the City Manager, or his designee, to take any and all action necessary to effectuate the intent of this resolution; providing for conflicts; providing for severability; and providing for an effective date. Assistant City Attorney Horowitz read TR12518 by title into the record. Commissioner Bushnell seconded by Commissioner Glasser moved approval of TR12518.

Motion passed unanimously (5-0)

RESOLUTION R-2014 –79

Mayor Dressler moved back into the order of the agenda to take up Item 11 (a) – TR12499 – Approving Board Order 6-Z-14 – International High School Special Exception.

11. QUASI-JUDICIAL HEARING(S):

a. TR12499 - Approving Board Order 6-Z-14 - International High School Special Exception: Special Exception Use pursuant to Article IV, Section 24-548 and Article III, division 19, Section 24-434 of the City of Tamarac Code of Ordinances, Land Development Regulations (“LDRs”), to allow the use of a charter high school in the B-6 Zoning District. Assistant City Attorney Horowitz read TR12499 by title into the record and went over the Quasi-Judicial Proceedings. Vice Mayor Gomez seconded by Commissioner Placko moved approval of TR12499. City Clerk Teufel swore in all affected parties. Community Development Director Calloway gave a presentation, a copy of which is on file in the City Clerk’s Office. Ms. Calloway ended by saying staff recommends approval of the Special Exception.

The Commission revealed ex parte conversations as follows: Commissioner Bushnell – Ilene Michelson; Commissioner Placko – Ilene Michelson; Mayor Dressler – Keith Poliakoff and Ilene Michelson; Vice Mayor Gomez – Ilene Michelson and Commissioner Glasser – Ilene Michelson.

Attorney Poliakoff submitted documents into the record and introduced his experts: Jim Brady, Jorge Guiterrez, Thomas Hall, Dr. Richard Durr and Michael J. Vonder Meulen. Mr. Poliakoff and his experts gave a presentation, a copy of which is on file in the City Clerk’s Office.

Mayor Dressler recessed the meeting at 9:09 p.m. and reconvened the meeting at 9:23 p.m. with all present as before.

Mayor Dressler opened the floor for cross examination. Attorney Ilene Michelson appeared on behalf of Dr. Perry Giordanelli, Colony Springs of Tamarac, Inc., and asked that the item be deferred as her traffic expert had not had time to do due diligence of the traffic studies and spoke about the deficiencies in both the applicant's and City's traffic studies. Ms. Michelson brought up her client Dr. Giordanelli who responded to questions from Ms. Michelson. Ms. Michelson introduced documentation into the record and to the Commission. Mr. Poliakoff then cross examined Dr. Giordanelli, Ms. Calloway and Carl Peterson, Tamarac's Traffic Expert, who all responded to questions from Mr. Poliakoff.

Mayor Dressler opened the Public Hearing and the following individuals were opposed to granting the Special Exception: Joseph Gilcrease, Ken Hoffman, Donna Sucher and Ramon Rodriguez. A list containing all pertinent information on the speakers is on file in the City Clerk's Office.

Mr. Poliakoff, Dr. Durr, Ms. Calloway and Mr. Hall responded to questions and concerns from the Commission.

Assistant City Attorney Horowitz said the Commission has heard testimony from Staff and the Applicant and baring any further discussion, the Commission can now vote on the item. Mayor Dressler asked City Clerk Teufel to call the vote and the item failed unanimously (5-0).

ITEM FAILED

12. OTHER:

a. TR12500 - Approving Issuance of a Private Activity Bond by the Public Finance Authority of Wisconsin A Resolution of the City Commission of the City of Tamarac, Florida approving the issuance of not to exceed \$18,000,000 of the Public Finance Authority Charter School Revenue Bonds for the purposes of Section 147(F) of the Internal Revenue Code to finance or refinance certain costs of various projects on behalf of Vertex Non-Profit Organization; authorizing and directing the City Manager, or His Designee, to take any and all action necessary to effectuate the intent of this resolution; providing for conflicts; providing for severability; and providing for an effective date.

No action was taken on this item as TR12499 – Approving Board Order – 6-Z-14 – International High School Special Exception failed.

12. OTHER: There being no further business to come before the City Commission, Mayor Dressler adjourned the meeting at 11:11 p.m.

Harry Dressler, Mayor




Patricia Teufel, CMC
City Clerk



Title - TR12520 - Approval of SHIP Annual Reports

A Resolution of the City Commission of the City of Tamarac, Florida, approving the Annual Reports for the State Housing Initiative Partnership for the Close Out report FY 2011/2012 and the Interim Reports for FY 2012/2013 and FY 2013/2014; providing for conflict; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
 TR12520 - SHIP Staff Report	8/12/2014	Cover Memo
 Resolution	7/24/2014	Resolution
 Annual Report FY 11/12	7/22/2014	Backup Material
 Annual Report FY 12/13	7/22/2014	Backup Material
 Annual Report FY 13/14	7/22/2014	Backup Material

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM (#14-07-001M)
COMMUNITY DEVELOPMENT DEPARTMENT**

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

DATE: August 27, 2014

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

**RE: Approval of FY 11/12, 12/13, 13/14
SHIP Annual Reports
Case No. 4-MI-14
Temp Reso. #12520**

Recommendation: The Director of Community Development recommends that the Mayor and City Commission approve the Resolution providing for the transmittal of the Annual Report for State Housing Initiative Partnership (SHIP) consisting of a "Close Out Report" FY 2011/2012 and Interim Reports for FY 2012/2013, and FY 2013/2014.

Issue: In accordance with Florida Statutes 420.9075(10) and program mandates, an annual report reflecting the City's affordable housing programs and accomplishments for each of the three open SHIP funding years (FY11/12, 12/13 and 13/14) is required to be submitted to the Florida Housing Finance Corporation at the conclusion of each funding year.

Background: The City annually submits three years of Annual Reports in order to meet the state mandated deadline. The 2011/2012 funds are at "close-out" year, which means the deadline for expenditure of funds allotted for that year has been reached. The City's SHIP allocation over the past three years has been dramatically less than that of previous years resulting in limited use of available funds.

Funding for FY 11/12 in the amount of \$46,121 was allocated to Home Rehabilitation. The City has expended all the funds for FY 11/12 as reflected in the "close-out report" to the Florida Housing Finance Corporation. Three households were assisted with the FY 11/12 funds. The subsequent years are "Interim Reports" reflecting FY 12/13 funds being fully encumbered, and FY 13/14 funds available to be encumbered by June 30, 2015. Fiscal years 12/13 (\$23,704), and 13/14 (\$85,626) funds were also allocated to Home Rehabilitation due to the minimal award amounts. Staff fully expects all three reports to be in compliance with State requirements and approved by the State once received.

Fiscal Impact: : "No direct budgetary impact." Submission of the reports is required for continued funding. This amendment is consistent with the City's Strategic Plan Goal #5; Safe and Vibrant Community. The Director of Community Development recommends the City Commission approve the submission of three SHIP Annual Reports to the Florida Housing Finance Corporation.

Maxine Calloway,
Director of Community Development

Attachments:

Resolution # 12520
FY 2011/2012 "Close-Out" Annual Report
FY 2012/2013 "Interim" Annual Report
FY 2013/2014 "Interim" Annual Report

RESOLUTION NO. 2014-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE ANNUAL REPORTS FOR THE STATE HOUSING INITIATIVE PARTNERSHIP FOR THE CLOSE OUT REPORT FY 2011/2012 AND THE INTERIM REPORTS FOR FY 2012/2013 AND FY 2013/2014 ATTACHED HERETO AS EXHIBITS "A", "B" AND "C" RESPECTIVELY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac, Florida (hereinafter referred to as the "City"), receives annual funding from the State Housing Initiative Partnership ("SHIP") Program; and

WHEREAS, the City is required to submit annual reports to the Florida Housing Finance Corporation regarding the expenditure of SHIP funds pursuant to Section 420.9075(10), Florida Statutes; and

WHEREAS, the City Commission deems it to be in the best interests of the citizens and residents of the City to approve and submit the Annual Reports under the SHIP Program the Close Out Report for Fiscal Year 2011/2012, and the Interim Reports for Fiscal Years 2012/2013, and 2013/2014 which are attached hereto as Exhibit "A", Exhibit "B", and Exhibit "C", respectively, and incorporated herein by reference.

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

RESOLUTION NO. 2014-__

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

Section 2. The City Commission of the City of Tamarac, Florida hereby certifies, approves, and authorizes the filing of the State Housing Initiative Partnership ("SHIP") Annual Reports for the Close Out Report Fiscal Year 2011/2012, and the Interim Reports for Fiscal Years 2012/2013, and 2013/2014, which are attached hereto as Exhibit "A", Exhibit "B", and Exhibit "C", respectively, and incorporated herein by reference.

Section 3. The City Clerk is hereby directed to provide a certified copy of this Resolution along with the City's SHIP Program Annual Reports and Interim Reports to the appropriate governmental officials.

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.

RESOLUTION NO. 2014-__

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

CITY OF TAMARAC, FLORIDA

HARRY DRESSLER, MAYOR

H. DRESSLER	_____
P. BUSHNELL	_____
M. GOMEZ	_____
D. GLASSER	_____
D. PLACKO	_____

ATTEST:

PAT TEUFEL,
CITY CLERK

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

CITY ATTORNEY

Title: SHIP Annual Report

Report Status: Unsubmitted

Tamarac FY 2011/2012

Form 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
3	Home Rehabilitation	\$44,811.68	3	\$0.00	0	\$0.00	0
Homeownership Totals:		\$44,811.68	3	\$0.00	0	\$0.00	0

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
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Rental Totals:

Subtotals: \$44,811.68 3 \$0.00 0 \$0.00 0

Additional Use of Funds

Use	Expended	Encumbered	Unencumbered
Administrative	\$4,100.00	\$0.00	\$0.00
Homeownership Counseling	\$0.00	\$0.00	\$0.00
Admin From Program Income	\$0.00	\$0.00	\$0.00
Admin From Disaster Funds	\$0.00	\$0.00	\$0.00

Totals: \$48,911.68 3 \$0.00 0 \$0.00 0

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$46,121.00
Program Income (Interest)	\$150.25
Program Income (Payments)	
Recaptured Funds	
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$0.50
Total:	\$46,271.75

* Carry Forward to Next Year: -\$2,639.93

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Form 2

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
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Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$44,811.68	41.94%
Public Moneys Expended	\$62,035.73	58.06%
Private Funds Expended	\$0.00	.00%
Owner Contribution	\$0.00	.00%
Total Value of All Units	\$106,847.41	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$44,811.68	\$46,121.00	97.16%	65%
Construction / Rehabilitation	\$44,811.68	\$46,121.00	97.16%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low	\$0.00	\$0.00	\$0.00	\$0.00	.00%
Very Low	\$26,521.00	\$0.00	\$0.00	\$26,521.00	57.32%
Low	\$18,290.68	\$0.00	\$0.00	\$18,290.68	39.53%
Moderate	\$0.00	\$0.00	\$0.00	\$0.00	.00%
Totals:	\$44,811.68	\$0.00	\$0.00	\$44,811.68	96.84%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	\$0.00	0	\$0.00	0	\$0.00	0
Very Low	\$26,521.00	1		0	\$26,521.00	1
Low	\$17,100.00	1	\$1,190.68	1	\$18,290.68	2
Moderate	\$0.00	0	\$0.00	0	\$0.00	0
Totals:	\$43,621.00	2	\$1,190.68	1	\$44,811.68	3

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
Home Rehabilitation	Tamarac	0	1	2	0	3
Totals:		0	1	2	0	3

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Home Rehabilitation	Tamarac	0	0	1	2	3
Totals:		0	0	1	2	3

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
Home Rehabilitation	Tamarac	3	0	0	3
Totals:		3	0	0	3

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
Home Rehabilitation	Tamarac	2	1	0	0	0	0	3
Totals:		2	1	0	0	0	0	3

Special Needs (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Disabled	Home-less	Elderly	Special Needs	Special Needs	Total
Home Rehabilitation	Tamarac							0
Totals:								0

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
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Form 4

Status of Incentive Strategies

Incentive Strategy:

4 approved incentives:
Expedited Permitting
Zero Lot Line Configuration
On Going Policy Review
List of Publicly Owned Land

Adopting Ordinance or Resolution Number or identify local policy:

Resolution 2012-117

Implementation Schedule (Date):

On going and in place.

Has the plan or strategy been implemented? If no, describe the steps that will be taken to implement the plan:

Yes

Status of Strategy - (is the strategy functioning as intended, i.e. are the time frames being met, etc.):

Implemented and functioning as intended.

Support Services

The City utilizes local HUD Approved Housing Counseling agencies under the Down Payment Assistance activity when funded. Additionally, Housing Manager is a member of the local Affordable Housing Task Force which offers workshops, expo's and other foreclosure and homebuyer opportunities for the residents of Tamarac and Broward County.

Other Accomplishments

No success stories over the past year. SHIP funds used primarily for leveraging due to the low allocation amounts for the past three open years.

Availability for Public Inspection and Comments

The public may participate or comment on the SHIP Annual Report during two open public forums during the approval process.

Default and Foreclosure

Mortgage Foreclosures

- A. Very low income households in foreclosure: 1
- B. Low income households in foreclosure: 0
- C. Moderate households in foreclosure: 0
- Loans Life-to-date: 1

Mortgage Defaults

- A. Very low income households in default: 0
- B. Low income households in default: 0
- C. Moderate households in default: 0
- Loans Life-to-date: 1

Welfare to Work Programs

Not applicable.

Strategies and Production Costs

Strategy	Average Cost
Home Rehabilitation	\$14,937.22

Expended Funds

Total Unit Count: 3

Total Expended Amount: \$44,812.00

Strategy	Full Name	Address	City	Zip Code	Expended Funds	Unit Counted
Home Rehabilitation	Finigin, Patricia	5407 NW 49 Terrace	Tamarac	33319	\$17,100.00	<input type="checkbox"/>
Home Rehabilitation	Dellop, Larna	5717 NW 85 Terrace	Tamarac	33321	\$26,521.00	<input type="checkbox"/>
Home Rehabilitation	Winter, B	8321 Sands Point Blvd #305	Tamarac	33321	\$1,190.68	<input type="checkbox"/>

Administrative Expenditures

Housing staff \$4,100

Sub Recipients and Consultants

Name	Business Type	Strategy Covered	Responsibility	Amount
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Program Income

Program Income Funds	
Loan Repayment:	\$.00
Refinance:	\$.00
Foreclosure:	\$.00
Sale of Property:	\$.00
Interest Earned:	\$150.25
Other ():	

Total: \$150.25

Explanation of Recaptured funds

Description	Amount

Title: SHIP Annual Report

Report Status: Unsubmitted

Tamarac FY 2012/2013

Form 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
3	Home Rehabilitation	\$21,866.40	1	\$0.00	0	\$0.00	0
Homeownership Totals:		\$21,866.40	1	\$0.00	0	\$0.00	0

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
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Rental Totals:

Subtotals: **\$21,866.40** **1** **\$0.00** **0** **\$0.00** **0**

Additional Use of Funds

Use	Expended	Encumbered	Unencumbered
Administrative	\$2,370.00	\$0.00	\$0.00
Homeownership Counseling	\$0.00	\$0.00	\$0.00
Admin From Program Income	\$0.00	\$0.00	\$0.00
Admin From Disaster Funds	\$0.00	\$0.00	\$0.00

Totals: **\$24,236.40** **1** **\$0.00** **0** **\$0.00** **0**

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$23,704.00
Program Income (Interest)	\$48.28
Program Income (Payments)	\$0.00
Recaptured Funds	\$935.00
Disaster Funds	
Other Funds	
Carryover funds from previous year	-\$2,639.93
Total:	\$22,047.35

*** Carry Forward to Next Year: -\$2,189.05**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Form 2

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
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Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$21,866.40	43.41%
Public Moneys Expended	\$28,511.00	56.59%
Private Funds Expended	\$0.00	.00%
Owner Contribution	\$0.00	.00%
Total Value of All Units	\$50,377.40	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$21,866.40	\$24,639.00	88.75%	65%
Construction / Rehabilitation	\$21,866.40	\$24,639.00	88.75%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low	\$0.00	\$0.00	\$0.00	\$0.00	.00%
Very Low	\$21,866.40	\$0.00	\$0.00	\$21,866.40	99.18%
Low	\$0.00	\$0.00	\$0.00	\$0.00	.00%
Moderate	\$0.00	\$0.00	\$0.00	\$0.00	.00%
Totals:	\$21,866.40	\$0.00	\$0.00	\$21,866.40	99.18%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	\$0.00	0	\$0.00	0	\$0.00	0
Very Low	\$21,866.40	1	\$0.00	0	\$21,866.40	1
Low	\$0.00	0	\$0.00	0	\$0.00	0
Moderate	\$0.00	0	\$0.00	0	\$0.00	0
Totals:	\$21,866.40	1	\$0.00	0	\$21,866.40	1

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
Home Rehabilitation	Tamarac	0	1	0	0	1
Totals:		0	1	0	0	1

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Home Rehabilitation	Tamarac	0	0	1	0	1
Totals:		0	0	1	0	1

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
Home Rehabilitation	Tamarac	0	1	0	1
Totals:		0	1	0	1

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
Home Rehabilitation	Tamarac	1	0	0	0	0	0	1
Totals:		1	0	0	0	0	0	1

Special Needs (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Disabled	Home-less	Elderly	Special Needs	Special Needs	Total
Home Rehabilitation	Tamarac							0
Totals:								0

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
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Expended Funds

\$21,866.00

Strategy	Full Name	Address	City	Zip Code	Expended Funds	Unit Counted
Home Rehabilitation	Ted & Anne Moore	4814 NW 58 Street	Tamarac	33319	\$21,866.40	<input type="checkbox"/>

Tamarac 2012 Interim-1

Title: SHIP Annual Report

Tamarac FY 2013/2014

Report Status: Unsubmitted

Form 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
3	Home Rehabilitation	\$14,337.15	1	\$49,332.45	2	\$30,412.18	1
11	Special Needs	\$.00	0	\$.00	0	\$17,125.20	1
Homeownership Totals:		\$14,337.15	1	\$49,332.45	2	\$47,537.38	2

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
Rental Totals:							
Subtotals:		\$14,337.15	1	\$49,332.45	2	\$47,537.38	2

Additional Use of Funds

Use	Expended	Encumbered	Unencumbered
Administrative	\$2,568.00	\$.00	\$.00
Homeownership Counseling	\$.00	\$.00	\$.00
Admin From Program Income	\$.00	\$.00	\$.00
Admin From Disaster Funds	\$.00	\$.00	\$.00

Totals:	\$16,905.15	1	\$49,332.45	2	\$47,537.38	2
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Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$85,626.00
Program Income (Interest)	\$338.03
Program Income (Payments)	
Recaptured Funds	\$30,000.00
Disaster Funds	
Other Funds	
Carryover funds from previous year	-\$2,189.05
Total:	\$113,774.98

*** Carry Forward to Next Year: \$.00**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
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Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$14,337.15	31.30%
Public Moneys Expended	\$31,473.85	68.70%
Private Funds Expended	\$0.00	.00%
Owner Contribution	\$0.00	.00%
Total Value of All Units	\$45,811.00	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$110,670.42	\$115,626.00	95.71%	65%
Construction / Rehabilitation	\$110,670.42	\$115,626.00	95.71%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low	\$0.00	\$0.00	\$0.00	\$0.00	.00%
Very Low	\$0.00	\$49,332.45	\$17,125.20	\$66,457.65	58.41%
Low	\$14,337.15	\$0.00	\$30,412.18	\$44,749.33	39.33%
Moderate	\$0.00	\$0.00	\$0.00	\$0.00	.00%
Totals:	\$14,337.15	\$49,332.45	\$47,537.38	\$111,206.98	97.74%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	\$0.00	0	\$0.00	0	\$0.00	0
Very Low	\$0.00	0	\$0.00	0	\$0.00	0
Low	\$14,337.15	1	\$0.00	0	\$14,337.15	1
Moderate	\$0.00	0	\$0.00	0	\$0.00	0
Totals:	\$14,337.15	1	\$0.00	0	\$14,337.15	1

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
Home Rehabilitation	Tamarac	0	0	1	0	1
Totals:		0	0	1	0	1

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Home Rehabilitation	Tamarac	0	1	0	0	1
Totals:		0	1	0	0	1

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
Home Rehabilitation	Tamarac	1	0	0	1
Totals:		1	0	0	1

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
Home Rehabilitation	Tamarac	0	1	0	0	0	0	1
Totals:		0	1	0	0	0	0	1

Special Needs (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Disabled	Home-less	Elderly	Special Needs	Special Needs	Total
Home Rehabilitation	Tamarac							0
Totals:								0

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
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Expended Funds

\$14,337.00

Strategy	Full Name	Address	City	Zip Code	Expended Funds	Unit Counted
Home Rehabilitation	Smith, Effie	3 PLEASANT HILL LANE	Tamarac	33321	\$14,337.15	<input type="checkbox"/>

Tamarac 2013 Interim-2

Form 5

Special Needs Breakdown

SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units
3	Home Rehabilitation	\$14,337.15	1	\$0.00	0

Special Needs Category Breakdown by Strategy




Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units



Title - TR12506 - Approval of ILA for HOME FY 14/15 Funds

A Resolution of the City Commission of the City of Tamarac, Florida, accepting the 2014-2015 fiscal year Home Investment Partnership ("HOME") funds in the amount of \$78,448 for a term commencing October 1, 2014 with an end date of September 30, 2016; authorizing the appropriate city officials to execute an Interlocal Agreement for the designation of subrecipient and disbursement HOME program, fiscal year 2014-2015, with Broward County attached hereto as Exhibit "A", and subsequent agreements, if necessary, pending legal review; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
 HOME Staff Report	8/12/2014	Cover Memo
 Resolution	8/20/2014	Resolution
 Exhibit-ILA	7/23/2014	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM (14-05-006M)
COMMUNITY DEVELOPMENT

TO: Michael C. Cernech,
City Manager

DATE: August 27, 2014

FROM: Maxine Calloway,
Director of Community
Development

RE: HOME – Approval of Interlocal
Agreement - FY 2014/2015
Case No. 3-MI-14
Temp Reso. #12506

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 2014/2015 funds.

Issue: Approval of the Interlocal Agreement between Broward County and the City of Tamarac for the City's FY 2014/2015 HOME funds in the amount of \$78,448.00. These funds will be utilized for Home Rehabilitation. It is anticipated that FY 2014-2015 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 2014/2015 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 2014/2015 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 \$78,448.00 is appropriated as part of the Fiscal Year 2014/2015 budget process by the County as well as the City. Although the funds are budgeted by the City for program expenditure, it is paid back to the City 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.

Maxine Calloway,
Director of Community Development

Attachments:

Temporary Resolution #12506
EXHIBIT A – Fiscal Year 2014/2015 Interlocal Agreement

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2014-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, ACCEPTING THE 2014-2015 FISCAL YEAR HOME INVESTMENT PARTNERSHIP (“HOME”) FUNDS IN THE AMOUNT OF \$78,448 FOR A TERM COMMENCING OCTOBER 1, 2014 WITH AN END DATE OF SEPTEMBER 30, 2016; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT FOR THE DESIGNATION OF SUBRECIPIENT AND DISBURSEMENT HOME PROGRAM, FISCAL YEAR 2014-2015, WITH BROWARD COUNTY ATTACHED HERETO AS EXHIBIT “A”, 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 2014-2015 in the amount of \$78,448.00, for a term commencing October 1st, 2014 and ending September 30, 2016, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the City Commission, 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 2014-2015.

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 2014-2015, 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

HARRY DRESSLER, MAYOR

ATTEST:

PAT TEUFEL,
CITY CLERK

H. DRESSLER _____
P. BUSHNELL _____
M GOMEZ _____
D. GLASSER _____
D. PLACKO _____

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

CITY ATTORNEY

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF TAMARAC

for

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

FY 2014 FUNDING

IN THE AMOUNT OF \$78,448

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EXHIBITS

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INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF TAMARAC

for

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

FY 2014 FUNDING

IN THE AMOUNT OF \$78,448

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 are entering 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 ("H.U.D.") for all members of the HOME Consortium, is the recipient of HOME Investment Partnership Program grants funds ("HOME Funds") from H.U.D., 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 #2014-293 dated May 13, 2014, approving FY 2014 funding to CITY under COUNTY's HOME Program, for housing rehabilitation 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 14, 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 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 Project.
- 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 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 H.U.D. related to HOME eligible activities.
- 2.2 In accordance with 24 C.F.R. Subpart E, Eligible and Prohibited Activities 92.2057 - 92.215, "HOME eligible activities" are defined as Homeowner Rehabilitation, Homebuyer Activities, Rental Housing and Tenant-based Rental Assistance.
- 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 or activities for the Project.

ARTICLE 3

FUNDING

- 3.1 Funding Amount. The maximum amount of FY 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 - \$78,448.00
☐ 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 this 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 H.U.D. reduces the HOME funding allocation to the HOME Consortium, COUNTY shall reduce CITY's allocation proportionately.

ARTICLE 4

CONTRACTS WITH THIRD PARTIES

In the event CITY elects to contract with a third party contractor(s), including a COUNTY-approved CHDO, to perform any HOME eligible activities with HOME Funds provided by COUNTY under this Agreement, CITY shall enter into a written agreement with the third party contractor 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 14.13, 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 on October 1, 2014 ("Effective Date"), and shall end September 30, 2016, 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-eight Thousand Four Hundred Forty-eight Dollars (\$78,448.00).
- 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 documentation of costs associated with any CITY personnel providing services for the Project under this Agreement.
 - 7.2.2 CITY shall provide COUNTY with an executed original of any third party contract 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 In the event CITY uses a third party contractor to perform any Project services under this Agreement, CITY shall submit to COUNTY a certified copy of the third party 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 CITY shall submit invoices for reimbursement of rehabilitation expenditures in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. The invoice shall show a summary of fees with accrual of the total and credits for portions paid previously. Upon receipt of invoices and supporting documentation as described in Section 7.2, the Division shall audit the invoices and documentation 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 work or materials 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 CITY shall not be entitled to payment by COUNTY for any invoices received by COUNTY later than sixty (60) days 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 for the Project 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. In the event CITY withdraws from the HOME Consortium, CITY shall transfer the monies referenced in this Section 7.7 to COUNTY within sixty (60) days, unless H.U.D. 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 of Tamarac
Attention: City Manager
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 the Effective Date of this Agreement.
- 7.11 CITY shall pay its third party contractors and suppliers within ten (10) days following receipt of payment from COUNTY for such work or supplies.
- 7.12 The Division Director shall be authorized to approve line item changes to the budget information set forth 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 14.21.
- 7.13 In the event 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 14.10, 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 to COUNTY all HOME Funds expended in violation of this Agreement from nonfederal resources if required by HUD, 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 on a Monthly Progress Report in the form attached hereto as Exhibit "D," Monthly Progress Report. The first Monthly Progress Report shall be due one (1) month after the Effective Date of this Agreement. 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 comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, et seq.), prohibiting discrimination on the basis of race, color, and national origin in programs and activities receiving federal funding.
- 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. Section 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 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.

- 9.13 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)).
- 9.14 CITY shall comply with 24 C.F.R. Part 92.50 relating to subsidy layering and underwriting for the Project.
- 9.15 CITY shall comply with Title VIII of the Civil Rights Act of 1968, known as the Fair Housing Act (42 U.S.C. 3601 et seq.).

ARTICLE 10

TERMINATION

- 10.1 This Agreement is subject to the availability of HOME Funds. In the event HOME Funds become unavailable, 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 14.10, 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," Timetable/Schedule for Project, within ninety (90) days from the date of COUNTY's issuance of the Notice to Incur Costs, or fails to fulfill in a timely and proper manner its obligations under this Agreement, or if CITY shall violate any of the terms 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 the terms of this Agreement and specifically 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 Section 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 or activities set forth herein for the Project, any contract with such Contractor shall include the following provisions:

11.2.1 Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Broward 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 subject to 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. Additionally, in the event CITY elects to purchase excess liability coverage, CITY shall furnish COUNTY with a Certificate of Insurance listing Broward County as certificate holder and an additional insured.
- 12.2 In the event CITY enters into a contract with a third party contractor(s) ("Contractor") to perform any work on the Project, the contract with such Contractor shall include, at a minimum, the following provisions:

12.2.1 Insurance: Contractor shall at all times during the term of this Agreement maintain in full force and effect, at Contractor's sole cost and expense, insurance of the types and amounts as set forth on Exhibit "H," a copy of which is attached hereto and incorporated herein by reference as if set forth in full, and shall name Broward County as an additional insured.

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 In the event CITY, or any of its third party contractors, has caused any HOME Funds provided under this Agreement to be expended in violation of this Agreement, CITY shall be responsible to refund such HOME Funds in full to COUNTY from nonfederal resources if required by H.U.D., 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 must be filed with COUNTY within one hundred eighty (180) days after the close of each fiscal year in which CITY received HOME Funds under this Agreement. All HOME Funds provided by 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; however, COUNTY will not pay any 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

MISCELLANEOUS

14.1 NO DISCRIMINATION

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 third party contractors, 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 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:

- 14.2.1 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;
- 14.2.2 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;
- 14.2.3 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
- 14.2.4 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 14.2 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.

14.3 AUDIT RIGHTS AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CITY and its third party contractors 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. CITY and its third party contractors 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 third party contractors 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 third party contractors, as applicable, shall make same available at no cost to COUNTY in written form.

CITY and its third party contractors 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. 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 third party contractors to agree to the requirements and obligations of this Section 14.3.

14.4 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.

14.5 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 14.5 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.

14.6 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.

14.7 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 herein. CITY shall transfer any monies in its possession referenced in this section to COUNTY within sixty (60) days of termination of this Agreement.

14.8 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.

14.9 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.

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

14.11 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.

14.12 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.

14.13 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.

14.14 CONFLICT OF INTEREST

CITY shall comply with the requirements of 24 C.F.R. Part 92.356 relative to the Conflict of Interest provisions. Any possible conflicting interest on the part of CITY, its employees, or agents, shall be disclosed in writing to the Division.

14.15 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.

14.16 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.

14.17 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.

14.18 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.

14.19 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 14 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 14 shall prevail and be given effect.

14.20 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 THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

14.21 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.

14.22 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.

14.23 FORCE MAJEURE

If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This Section 14.23 shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

14.24 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.

14.25 DESIGNATED REPRESENTATIVE

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

14.26 INCORPORATION BY REFERENCE

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

14.27 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she has full authority to execute this Agreement on behalf of the party.

14.28 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by the 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 the 13th day of May, 2014, 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 _____, 2014

Signature

Print Name

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

Insurance requirements
approved by Broward County
Risk Management Division

By _____
Signature (Date)

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

Print Name and Title above

PME:hb
HOMEILATAMARACHousingRehab071414.doc
07/17/14
#14-129.12

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF
TAMARAC FOR DISBURSEMENT OF HOME PROGRAM FUNDS HOUSING
REHABILITATION PROGRAM - MINOR HOME REPAIR, FY 2014 FUNDING IN THE
AMOUNT OF \$78,448

CITY

CITY OF TAMARAC

ATTEST:

By _____
City Clerk

By _____
Mayor

Print/Type Name

_____ day of _____, 2014

By _____
City Manager

Print/Type Name

_____ day of _____, 2014

Approved as to form:

City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION

FY 2014 Funding

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

Allocation HOME Funds: \$78,448.00

The HOME Funds in the amount of \$78,448.00 provided by COUNTY to CITY under the Agreement shall be used for housing rehabilitation/minor home repair activities. A minimum of two (2) Income Eligible Homeowners shall be assisted in an amount up to Thirty Thousand Dollars (\$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. CITY's Program shall be administered in accordance with the 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
- 10% of loan 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.

Applicants shall be processed by CITY in accordance with CITY's Project guidelines.

CITY shall place advertisements, if necessary, in the Sun Sentinel to establish new list of potential applicants for assistance under the Agreement, verify income eligibility of applicants and ensure the performance of lead based paint testing and abatement, as needed, in accordance with 24 C.F.R. Part 92.355 for each property assisted under the Agreement.

EXHIBIT "A"

PROJECT DESCRIPTION
(continued)

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 C.F.R. Part 92.
- Lead based paint testing and abatement, as needed, in accordance with 24 C.F.R. Part 92.355.
- Assistance shall be provided only to Income Eligible Households as defined in the Agreement.
- Federal procurement procedures set forth in 24 C.F.R. 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 2014 Funding

FUNDING SOURCE

Category	(1) HOME Funds	(2) CDBG Funds*	(3) TOTAL
A. Staff Cost (Service Delivery)	\$7,800.00	\$20,000.00	\$27,844.00
B. Construction	\$70,648.00	\$120,000.00	\$190,604.00
C. TOTAL	\$78,448.00	\$140,000.00*	\$218,448.00

Budget Narrative FY 2014 Funding

<u>Category</u>	<u>Funding Source: HOME</u>
------------------------	------------------------------------

A. Staff Cost - Project management and implementation of HOME Program	<u>\$7,800.00</u>
B. Construction - Hard and soft costs, including, but not limited to, inspections and appraisals	<u>\$70,648.00</u>
C. TOTAL	<u>\$78,448.00</u>

<u>Category</u>	<u>Funding Source: CDBG</u>
------------------------	------------------------------------

A. Staff Cost - Project management and implementation of HOME Program	\$20,000.00
B. Construction - Hard and soft costs, including, but not limited to, inspections and appraisals	<u>\$120,000.00</u>
C. TOTAL	<u>\$140,000.00</u>

*CITY's CDBG Funds to be used by CITY as leverage on HOME funded projects, if necessary.

EXHIBIT "C"

TIMETABLE/SCHEDULE FOR PROJECT

FY 2014 Funding

<u>WORK TASKS</u>	<u>START-UP</u>	<u>COMPLETION</u>
Identify and process	October 2014	August 2015
Income Eligible Households Work Write-Ups	January 2015	April 2016
Provide Monthly Progress Reports to COUNTY	January 2015	September 2016
Begin Rehabilitation work	February 2015	June 2016
Invoice the County	July 2015	August 2016
Provide Final Report to COUNTY	N/A	September 2016

EXHIBIT "D"

MONTHLY PROGRESS REPORT

Period Covered: _____ to _____ Date of Report: _____

A. Project Information.

Agency:

Person Preparing the Report:

Signature and 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 Amount _____

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:

Task

Qualified
Accomplishments
This Month

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:

Work Tasks	Projected Yearly/ <u>Total Performance</u>	Monthly <u>Progress</u>	Progress <u>YTD</u>	Supporting <u>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

HOMEOWNER REHAB

[illegible]

EXHIBIT "G"

REQUEST FOR PAYMENT

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

HOME PROGRAM
FY 2014 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 a 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

EXHIBIT H

Insurance Requirements

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises–Operations <input checked="" type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Other: Mobile Equipment	Bodily Injury Property Damage Combined single limit Bodily Injury & Property Damage Personal Injury	 \$ 500 k	 \$ 1 mil
BUSINESS AUTO LIABILITY COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined single limit Bodily Injury & Property Damage	 \$ 500 k	
EXCESS/UMBRELLA LIABILITY <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorse- ment is required		
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <i>If exempt: State Exemption Certificate or letter on company letterhead is required.</i> <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	Chapter 440 FS (each accident)	STATUTORY \$ 100 k	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<input type="checkbox"/> POLLUTION LIABILITY OR ENVIRONMENTAL IMPAIRMENT LIABILITY WITH CLEAN-UP COSTS	(each accident) Extended coverage period		
<input type="checkbox"/> BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
<input type="checkbox"/> Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	\$10 k	Completed Value form
<small>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES</small> BROWARD COUNTY AND CITY ARE LISTED AS AN ADDITIONAL INSUREDS ON THE GENERAL LIABILITY POLICY.			
REFERENCE:			
CERTIFICATE HOLDER:			
Broward County 115 South Andrews Avenue Fort Lauderdale, FL 33301			




Revised 2013



Title - TR12521- Execution of ILA with Florida PACE Funding Agency

A Resolution of the City Commission of the City of Tamarac, Florida, to provide a mechanism for the financing of energy conservation and efficiency improvements, renewable energy improvements, and wind resistance improvements; authorizing the execution of a non-exclusive Interlocal Subscription Agreement with the Florida Pace Funding Agency for an initial term of three years ending September 30, 2017; pursuant to which the Florida Pace Funding Agency will administer a financing program for such improvements within the municipal boundaries of the City; authorizing and directing City officials, officers, employees and agents to take such actions as may be necessary or desirable in furtherance of the purposes of this resolution; providing for conflicts; providing for severability; and providing an effective date.

ATTACHMENTS:

Description	Upload Date	Type
 TR 12521 - Memo	8/14/2014	Cover Memo
 TR12521 - Resolution	8/21/2014	Resolution
 Exhibit A	8/20/2014	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM (14-07-002M)
COMMUNITY DEVELOPMENT

TO: Michael C. Cernech,
City Manager

DATE: August 13, 2014

FROM: Maxine Calloway,
Director of Community
Development

RE: Execution of Interlocal
Agreement with Florida PACE
Funding Agency
Temp. Reso. No. 12521
Case # 5-MI-14

Recommendation: The Director of Community Development recommends the Mayor and City Commission enter into an Interlocal Agreement with the Florida PACE Funding Agency (attached hereto) to make available to the residential and commercial property owners, energy efficient, renewable energy and wind resistant improvements to properties within the City via non-ad valorem assessments.

Issue: The mission of the Florida PACE (Property Assessed Clean Energy) Funding Agency is to facilitate the provision, funding, and financing of qualifying improvements through a uniform and efficient local platform capable of securing economies of scale and uniform implementation on a local basis. Qualifying improvements that can be financed include energy, renewable energy and wind resistant improvements, as further outlined below, voluntarily requested by the residents of Tamarac. Such improvements are not available to Tamarac residents through the Florida PACE Funding Agency without the execution on an Interlocal Agreement with the City.

To date, the Florida PACE Funding Agency has received inquiries from several residents and one large business within the community expressing interest in the program. With the execution of the Interlocal Agreement, these residents and commercial property owners may take advantage of the opportunity to protect their homes and businesses. A maximum assessment of 20% of the just value may be granted and placed on their annual tax bill for a term of up to twenty (20) years.

Background: The Florida PACE Funding Agency ("PACE") is a single purpose, independent legal entity, public body and unit of local government created under Florida Statutes 163.01(7)(g). The Agency has a dedicated funding source for both residential and commercial properties with an initial amount of \$200 million and up to \$2 billion in capacity. The Agency is also judicially validated assuring the City will not incur any liability for the program. Under the current structure of the program, PACE assumes all costs of administration, operations, outreach and training as not to encumber Tamarac's general funds. In addition, PACE will perform all local contractors training, as well as all outreach to the public for participation in the program. Staff has asked to be a guest of the process for program awareness purposes.

The City's involvement and participation is to the extent of executing the Interlocal Agreement and passing the Resolution, transferring the power or function to the Agency to conduct the services within the boundaries of the City. In addition to assuming all cost and administration of the program, the Agency will further prepare and provide each participating property owner

with a Financing Agreement which, once executed, will be immediately recorded (within 5 days of execution) by the Agency and provided to the Broward County Property Appraiser's Office for the purpose of collecting the stated amounts on behalf of the Agency. Venue for any litigation arising out of the Financing Agreement is in Leon County, where the Agency had its bonds validated.

The program provides a series of benefits to both residential and commercial property owners in the City. Some of the benefits include competitive interest rates, annual assessment being escrowed through mortgage holder and for residential properties, financing not subject to a credit score evaluation. Up to 100% financing is available to property owners for qualifying improvements with a maximum of up to 20 years to pay, depending on weighted average improvement life. Qualifying improvements under the program are outlined below:

Energy Efficiency:

- HVAC systems
- Lighting retrofits and/or lighting controls
- Air and duct sealing and insulation
- Windows
- Daylight harvesting
- Energy recovery system
- High efficiency pumps and motors
- Generators
- Cooling energy recovery; and
- Electric vehicle charging equipment

Renewable Energy:

- Any system in which the electrical, mechanical, or thermal energy is produced through hydrogen, solar PV or thermal, geothermal, biomass, biogas, ocean or wind.

Wind Resistant Improvements

- Installing wind resistant shingles
- Installing storm shutters
- Installing gable-end bracing
- Reinforcing roof-to-wall connections
- Strengthening the roof deck attachment
- Creating a secondary water barrier to prevent water intrusion
- Installing glazed windows; and
- Garage door bracing

Summary of Recommendation: The advantages the City expects to receive from the program are tangible. Given the City's aging housing stock and aged commercial buildings, improvements such as new windows, lighting and HVAC system upgrades are some of the enhancements that can extend the life of buildings and provide for a more sustainable

community. In addition, windows can significantly change the appearance of buildings, thereby improving the aesthetics and overall appearance of communities.

Further, the program can serve as a an additional resource to our community to supplement and compliment the CDBG and HOME programs single family rehabilitation activity which receives a high participation rate but has a limitation in funds which restricts staff to addressing only 20% of applications received.

Fiscal Impact: The execution of the Interlocal Agreement with the Florida PACE Funding Agency has no financial impact on the City. This recommendation is consistent with the City's Goal # 5, Vibrant Community.

Maxine Calloway,
Director of Community Development

Attachments:

- Temporary Resolution No. 12521
- Exhibit "A" - Non-exclusive Interlocal Subscription Agreement Relating to the Funding and Financing of Qualifying Improvements by the Florida Pace Funding Agency

MAC/alg

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2014 - _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, TO PROVIDE A MECHANISM FOR THE FINANCING OF ENERGY CONSERVATION AND EFFICIENCY IMPROVEMENTS, RENEWABLE ENERGY IMPROVEMENTS, AND WIND RESISTANCE IMPROVEMENTS; AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT WITH THE FLORIDA PACE FUNDING AGENCY FOR AN INITIAL TERM OF THREE YEARS ENDING SEPTEMBER 30, 2017; PURSUANT TO WHICH THE FLORIDA PACE FUNDING AGENCY WILL ADMINISTER A FINANCING PROGRAM FOR SUCH IMPROVEMENTS WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY ; AUTHORIZING AND DIRECTING CITY OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS TO TAKE SUCH ACTIONS AS MAY BE NECESSARY OR DESIRABLE IN FURTHERANCE OF THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.08, Florida Statutes (the "Supplemental Act"), authorizes counties, municipalities and certain separate Local Government entities to establish and administer financing programs pursuant to which owners of real property may obtain funding for energy conservation and efficiency, renewable energy and wind resistance improvements (as referred to therein, the "Qualifying Improvements"), and repay such funding through voluntary special assessments, sometimes referred to as non-ad valorem assessments ("Special Assessments"), levied upon the improved property pursuant to financing agreements between the owner thereof and the local government (the "Financing Agreements"); and

WHEREAS, pursuant to the Supplemental Act or as otherwise provided by law, local governments may enter into a partnership with other local governments for the purpose of providing and financing Qualifying Improvements, and a Qualifying

Improvement program may be administered by a third party at the discretion of the local government; and

WHEREAS, installing Qualifying Improvements on existing structures can reduce the burdens resulting from fossil fuel energy production, including greenhouse gas reductions; and

WHEREAS, increased energy conservation, and installing wind resistance improvements on existing structures can reduce repair and insurance costs, and the burdens placed on surrounding properties resulting from high wind storms and hurricanes; and

WHEREAS, the Florida PACE Funding Agency (the "Agency"), is a separate legal entity and unit of local government, and was established by separate interlocal agreement for the express purpose of providing a scalable and uniform platform to facilitate the financing of Qualifying Improvements to local governments throughout Florida; and

WHEREAS, the mission of the Agency is to aspire to and undertake, cause and/or perform all such acts as are necessary to provide a uniform, efficient, and scalable statewide platform in Florida, so that, when and if embraced by individual local governments and interested property owners, the Agency can facilitate the provision, funding and financing of energy conservation, renewable energy, and wind-resistance improvements to Florida properties; and

WHEREAS, the Agency has provided evidence to the City of Tamarac (the "City" or "Tamarac") that: (1) the Agency's Program has assembled, at the Agency's sole cost and expense, and not that of the taxpayers of Tamarac, open public governance and

oversight, staffing in the form of qualified third-party administration, active funding provider servicing oversight, dedicated Program counsel, and an independent institutional trustee, (2) the Agency is immediately ready to commence origination of Special Assessments for Qualifying Improvements in the City of Tamarac, and (3) the Agency presently has large scale funding in place and available under an executed bond purchase agreement and trust indenture; and

WHEREAS, the availability of the non-exclusive Program offered by the Agency (without cost to, assumption of liability by or demand upon the credit of the City of Tamarac) and the voluntary participation in the Program by property owners will provide a heretofore unavailable and alternative financing option to finance and repay the costs to provide and install Qualifying Improvements to property owners desiring them in Tamarac; and.

WHEREAS, the Agency now, by an through its funding provider, employs a second and redundant Qualifying Improvement review process to avoid fraud, Program misuse, or improvident funding - this additional review process is required and not only serves the risk concerns of the funding provider, but serves to accomplish more careful, sober and proper use of this financing alternative in achieving the purposes of the Property Owner, the Agency, the City and the compelling State interests involved, while at the same time better protecting the interests of mortgage or other lien holders not on parity with taxes and assessments.

WHEREAS, the statewide platform offered by the Agency does not require exclusivity, has in fact attracted immediately available capital that does not require any City financial back-up, is fundamentally designed to be the most market competitive

program available in terms and rates, offers significant advantages over any other imitator program or individualized local approaches including, but not limited to, limited liability for local government subscribers to a platform uniform throughout Florida, can presently demonstrate the successful attraction of financial resources to begin funding immediately and to also fund growing demand, cost savings resulting from efficiencies of scale and reduced startup and implementation expenditures, presents a higher quality and more competitive set of program attributes and review processes, and a greater ability to foster locally advantageous statewide partnerships with commercial and industrial groups, educators, energy auditors, contractors, suppliers and installers; and

WHEREAS, the City is presently without adequate, currently available and recurring funds to establish a program similar to the Agency's Program; and recognizes that if it does initiate its own program it may be necessary that it commit significant time, staffing and monetary resources derived from all taxpayers, and that if it borrows the moneys necessary for such purpose and secures repayment thereof by the proceeds derived from non-ad valorem assessments it imposes, it will likely face a demand from credit markets for an additional pledge of other City revenues; however, as an alternative or supplement to any other program or approach chosen by the City, the City can concurrently and presently authorize and approve the Agency to separately make the Agency's non-exclusive Program and funding for Qualified Improvements immediately available to Property Owners and the local economy in the City of Tamarac; and

WHEREAS, the City finds that local needs and conditions reasonably warrant the establishment of the Agency's non-exclusive Program within the jurisdiction of the City as a direct and immediate means to non-exclusively implement and advance positive

local economic activity, job creation, energy efficiency, renewable energy and wind resistant activities; and

WHEREAS, it is reasonable and in the interest of the health, safety, and welfare of the City and its inhabitants and taxpayers that the City subscribe to and authorize the availability of the Agency's Program within Tamarac in the manner authorized herein by law; and

WHEREAS, this Agreement is for a term of three years with renewal options and provides an alternative, supplemental and non-exclusive means to achieve, *inter alia*, immediate and careful local economic development, commerce and job creation, as well as the compelling State interests and public purposes described in the Supplemental Act; and

WHEREAS, the Director of Community Development and the Director of Financial Services recommends executing an agreement between the Florida PACE Funding Agency and the City of Tamarac for a term of three years with renewal options, in an effort to provide an alternative, supplemental, and non-exclusive means to achieve, *inter alia*, immediate and careful local economic development, commerce and job creation, as well compelling State interests and public purposes described in the Supplemental Act; 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 an agreement between the Florida PACE Funding Agency and the City of Tamarac for a term of three years with renewal

options, in an effort to provide an alternative, supplemental, and non-exclusive means to achieve, *inter alia*, immediate and careful local economic development, commerce and job creation, as well compelling State interests and public purposes described in the Supplemental Act.

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

SECTION 1. RECITALS. The foregoing recitals are incorporated in this Resolution as if fully set forth herein and are approved and adopted.

SECTION 2. NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT. The Non-Exclusive Interlocal Subscription Agreement ("Subscription Agreement"), a copy of which is attached hereto as Exhibit "A," and incorporated herein, is hereby approved. The City Manager is hereby authorized and directed to execute the Subscription Agreement on behalf of the City. The City hereby delegates to the City Manager, or his or her designee, the discretion and authority to allow the Agency to use and display the City logo for communicative purposes associated with the Program. The City Manager or the City Manager's designee, City Attorney, City staff, officials and agents are hereby authorized and directed to take such actions and execute and deliver such other documents as may be necessary or desirable in furtherance of the purposes set forth herein and in the Subscription Agreement.

SECTION 3. AUTHORIZATION. Through adoption of this Resolution and execution of the Subscription Agreement as provided hereunder, the City of Tamarac is expressly authorizing the Agency to provide its services, as set forth in the Agency's charter, within the City pursuant to the Subscription Agreement. This Resolution is and shall be deemed to constitute a resolution of the City authorizing the transfer of the function or power to provide the Agency's services and conduct its affairs within the City to the Agency in conformance with Article VIII, Section 4 of the Florida Constitution. Adoption of this Resolution evidences the express authority and concurrent transfer of all necessary powers to the Agency, if required, and the covenant to cooperate by the City, so that the Agency may facilitate, administer, implement and assist in providing Qualifying Improvements, facilitate Financing Agreements and non-ad valorem assessments only on properties subjected to same by the record owners thereof, develop markets, structures and procedures to finance same, and to take any actions associated therewith or necessarily resulting from the mission of the Agency, as contemplated by the Supplemental Act as the same may be amended from time to time. All power and authority available to the Agency under its Charter and general law, including without limitation, Chapters 163, 189 and 197, Florida Statutes, shall be deemed to be authorized and may be implemented by the Agency within the boundaries of the City.

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.

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

CITY OF TAMARAC FLORIDA

HARRY DRESSLER, MAYOR

ATTEST:

PATRICIA TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR DRESSLER _____
DIST 1: COMM. BUSHNELL _____
DIST 2: V/M GOMEZ _____
DIST 3: COMM. GLASSER _____
DIST 4: COMM. PLACKO _____

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

SAMUEL S. GOREN,
CITY ATTORNEY

EXHIBIT "A"

NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT

**NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT
RELATING TO THE FUNDING AND FINANCING
OF QUALIFYING IMPROVEMENTS BY THE
FLORIDA PACE FUNDING AGENCY**

Between

THE CITY OF TAMARAC, FLORIDA,

and

THE FLORIDA PACE FUNDING AGENCY

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**NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT
RELATING TO THE FUNDING AND FINANCING
OF QUALIFYING IMPROVEMENTS BY THE
FLORIDA PACE FUNDING AGENCY**

THIS NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT is made and entered into as of _____ 1, 20__ (the "Subscription Agreement"), by and between the City of Tamarac, Florida (the "Subscriber"), and the Florida PACE Funding Agency, a separate legal entity and public body and unit of local government, established pursuant to Section 163.01(7)(g), Florida Statutes, (the "Agency"), by and through their respective governing bodies. The purpose of the Subscription Agreement is to secure, in an efficient and uniform manner, for the Property Owners (as hereinafter defined) within the jurisdiction and boundaries of the Subscriber the privileges, benefits, powers and terms provided for herein and by law, and particularly by Section 163.08, Florida Statutes, as amended (the "Supplemental Act"), relating to the voluntary determination by affected property owners to obtain and finance certain improvements to property for energy efficiency, renewable energy or wind resistance.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the Subscriber and the Agency hereby agree, stipulate and covenant as follows:

**ARTICLE I
DEFINITIONS AND CONSTRUCTION**

SECTION 1.01. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings as defined unless the context requires otherwise:

"Board of Directors" means the governing body of the Agency.

"Agency" means the Florida PACE Funding Agency, a separate legal entity and public body and unit of local government. The name or acronym PACE is derived from the concept commonly referred to as 'property assessed clean energy' and relates hereto to the provisions of general law related to energy efficiency, renewable energy and wind resistance improvements encouraged by Section 163.08, Florida Statutes.

"Agency Charter Agreement" or **"Charter"** means, unless the context otherwise requires, the separate interlocal agreement which created and established the Agency, including any amendments and supplements hereto executed and delivered in accordance with the terms thereof.

"Financing Agreement" means the agreement authorized hereunder and by the Act (specifically including section 163.08(4) thereof) between the Agency and a Property Owner providing for the funding to finance Qualifying Improvements and the imposition of a non-ad valorem Special Assessment against the Property Owner's assessed property.

"Financing Documents" shall mean the resolution or resolutions duly adopted by the Agency, as well as any indenture of trust, trust agreement, interlocal agreement or other instrument relating to the issuance or security of any bond or Obligations of the Agency and any agreement between the Agency and the Subscriber, pursuant to which the Subscriber and Property Owners obtain access to funds provided by the Agency.

"Obligations" shall mean a series of bonds, obligations or other evidence of indebtedness, including, but not limited to, notes, commercial paper, certificates or any other obligations of the Agency issued hereunder or pursuant hereto, or under any general law provisions, and pursuant to the Financing Documents. The term shall also include any lawful obligation committed to by the Agency or pursuant to an interlocal agreement with another governmental body or agency and/or warrants issued for services rendered or administrative expenses.

"Pledged Funds" shall mean (A) the revenues derived from Special Assessments and other moneys received by the Agency or its designee relating to some portion thereof, (B) until applied in accordance with the terms of the Financing Documents, all moneys in the funds, accounts and sub-accounts established thereby, including investments therein, and (C) such other property, assets and moneys of the Agency as shall be pledged pursuant to the Financing Documents; in each case to the extent provided by the Board of Directors pursuant to the Financing Documents. The Pledged Funds pledged to one series of Obligations may be different than the Pledged Funds pledged to other series of Obligations. Pledged Funds shall not include any general or performance assurance fund or account of the Agency.

"Program" means the program operated by the Agency to provide financing for Qualifying Improvements undertaken within the jurisdiction of the Subscriber. Unless determined otherwise by the Subscriber, the Agency's Program will be non-exclusive; and, the Subscriber may embrace or authorize any similar program under the Act as the Subscriber sees fit and in the interest of the public.

"Property Owner" means, collectively, all of the record owners of real property subject to a Financing Agreement.

"Qualifying Improvements" means those improvements for energy efficiency, renewable energy, or wind resistance described in the Supplemental Act authorized to be affixed and/or installed by the record owner of an affected property. The term does not include similar improvements underwritten or financed by local, state or federal programs including, but not limited to State Housing Initiatives Partnership or SHIP Program, which are not secured by a special or non-ad valorem assessment.

"Special Assessments" means the non-ad valorem assessments authorized by the Supplemental Act and levied by the Agency on property owned by participating property

owner who has entered into a Financing Agreement with the Agency to fund the costs of Qualifying Improvements.

"Subscriber" means the City of Tamarac, Florida, a municipal corporation and general purpose local government duly organized and existing under and by virtue of the laws of the State of Florida.

"Subscription Agreement" means this interlocal agreement, or if the context requires a similar interlocal agreement between the Agency and any municipality, county or other government or separate legal entity permitted by the Supplemental Act to enter into Financing Agreements as provided for therein. At a minimum, each such Subscription Agreement shall provide for (1) the authority of the Agency to act, provide its services, and conduct its affairs within the subscribing government's jurisdiction; (2) the Agency to facilitate the voluntary acquisition, delivery, installation or any other manner of provision of Qualifying Improvements to record owners desiring such improvements who are willing to enter into Financing Agreements as provided for in the Supplemental Act and agree to the imposition of non-ad valorem assessments which shall run with the land on their respective properties; (3) the Agency to levy, impose and collect non-ad valorem assessments pursuant to such Financing Agreements; (4) the issuance of Obligations of the Agency to fund and finance the Qualifying Improvements; (5) for the proceeds of such non-ad valorem assessments to be timely and faithfully paid to the Agency; (6) the withdrawal from, discontinuance of or termination of the Subscription Agreement by either party upon reasonable notice in a manner not detrimental to the holders of any Obligations of the Agency or inconsistent with any Financing Documents; (7) and such other covenants or provisions deemed necessary and mutually agreed to by the parties to carry out the purpose and mission of the Agency.

"Supplemental Act" means the provisions of, and additional and supplemental authority described in, Section 168.08, Florida Statutes, as amended.

SECTION 1.02 CONSTRUCTION.

(A) Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Subscription Agreement; the term "heretofore" shall mean before the date this Subscription Agreement is executed; and the term "hereafter" shall mean after the date this Subscription Agreement is executed.

(B) Each recital, covenant, agreement, representation and warranty made by a party herein shall be deemed to have been material and to have been relied on by the other party to this Subscription Agreement. Both parties have independently reviewed this Subscription Agreement with their own counsel and covenant that the provisions hereof shall not be construed for or against either the Subscriber or the Agency by reason of authorship.

SECTION 1.03. SECTION HEADINGS. Any headings preceding the texts of the several Articles and Sections of this Interlocal Agreement and any table of contents or

marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Subscription Agreement nor affect its meaning, construction or effect.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The State has declared it the public policy of the State to develop energy management programs aimed at promoting energy conservation and wind resistance or 'hardening' programs achieving hurricane and wind damage mitigation.

(B) Home and business energy consumption accounts for approximately 70% of the overall usage of electric energy. The State of Florida has adopted a schedule for increasing the energy performance of buildings subject to the Florida Energy Efficiency Code for Building Construction Chapter 553, Florida Statutes.

(C) A significant contributor to statewide and local greenhouse gas emissions is the inefficient use of energy by existing building stock. Installing energy efficiency and renewable energy improvements on existing structures can reduce the burdens resulting from fossil fuel energy production, including greenhouse gas reductions and increased energy conservation.

(D) Reductions in greenhouse gas emissions will in all reasonable likelihood contribute to improved air quality, lower fossil fuels use, energy independence and security, promote the creation of jobs and economic development by stimulating "green industries" and save consumers money by reducing energy consumption.

(E) Hardening improvements on properties by advancing resistance to wind damage is smart and proactive hurricane mitigation and attracts sustainable long term employment and uniquely local commerce. Such actions serve to avoid huge unbudgeted expenditures in reacting to climatic disasters such as hurricanes and storms, reduce insurance claims, reduce insurance rates, reduce risk and liability, and protect persons, and property, and improvements to real property.

(F) There exists a vast quantity of existing structures with many years of remaining life before replacement, and these structures are not nearly as energy efficient as typical newly constructed buildings, nor do many existing buildings have renewable energy systems installed to provide some or all of their electric energy needs, nor are these structures as well protected from wind and storm damage as they could be.

(G) The State Legislature has determined there is a compelling state interest in enabling property owners to voluntarily finance Qualifying Improvements with local government assistance. The actions authorized by the Supplemental Act, including the financing of Qualifying Improvements through the execution of Financing Agreements and the related imposition of a Special Assessment, are reasonable and are necessary for the prosperity and welfare of the State, the Subscriber and its property owners and inhabitants.

(H) The expected life of energy efficiency, renewable energy, and wind resistance Qualifying Improvements may require a longer-term cost recovery period than offered by traditional equity financing may afford, necessitating an alternative financing option to pay the costs to install the Qualifying Improvements while sharing the costs of the Qualifying Improvements over the useful life of the Qualifying Improvements.

(I) Existing homeowners and business property owners may find it not cost effective to refinance their properties to install Qualifying Improvements and/or the lending markets may effectively discourage property owners from financing Qualifying Improvements with traditional equity financing options.

(J) Facilitating the provision of Qualifying Improvements, the funding, and the repayment by participating property owners through the use of Special Assessments not only will relieve burdens emanating from and provide benefits to assessed property in terms of increased value, use and enjoyment, but will serve the public interest by preserving and protecting the environment, implementing hurricane mitigation, and promoting reasonable, smart and local economic activity.

(K) The Agency has secured a binding final judgment, binding and only advantageous to the Agency, which has statewide effect. Such judgment carefully relieves the Subscriber from cost and liability associated with implementation of the Agency's Program.

(L) The Agency has provided evidence to the Subscriber that: (1) the Agency's Program has assembled, at the Agency's sole cost and expense, open public governance and oversight, staffing in the form of qualified third-party administration, active funding provider servicing oversight, dedicated Program counsel, and an independent institutional trustee, (2) that the Agency is immediately ready to commence origination of Special Assessments for Qualifying Improvements, and (3) that the Agency presently has large scale funding in place and available under an executed bond purchase agreement and trust indenture.

(M) The availability of the non-exclusive Program offered by the Agency (without cost to, assumption of liability by or demand upon the credit of the City of Tamarac) and the voluntary participation in the Program by Property Owners will provide a heretofore unavailable or alternative financing option to finance and repay the costs to provide and install Qualifying Improvements in Tamarac.

(N) The provision of financing to a Property Owner who decides to participate in the Program requires by law using non-ad valorem assessments levied by the Agency on the property pursuant to the Supplemental Act which must be collected pursuant to Chapter 197, Florida Statutes. Such collection method minimizes risk of failure for non-payment and provides a more efficient, fair and cost effective means of enforcement of any Special Assessment to both the Property Owner and the Agency's funding providers. In addition, the Agency now, by an through its funding provider, employs a second and redundant Qualifying Improvement review process to avoid fraud, Program misuse, or improvident funding. This

additional review process is required by and not only serves the risk concerns of the funding provider, but serves to accomplish more careful, sober and proper use of this financing alternative in achieving the purposes of the Property Owner, the Agency, the Subscriber and the compelling State interests involved.

(O) The Subscriber is presently without adequate, currently available and recurring funds to establish a program similar to the Agency's Program; and recognizes that if it does initiate its own program it may be necessary that it commit time, staffing and monetary resources and that it borrow the moneys necessary for such purpose and secures repayment thereof by the proceeds derived from non-ad valorem assessments it imposes. However, alternatively and supplementally to any other program or approach chosen by the Subscriber, the Subscriber can concurrently and presently authorize and approve the Agency to separately make the Agency's non-exclusive Program and funding for Qualified Improvements immediately available to Property Owners and local economy in Tamarac.

(P) The Subscriber finds that local needs and conditions warrant the establishment of the Agency's non-exclusive Program within the jurisdiction of the Subscriber as a direct and immediate means to non-exclusively implement and advance positive local economic activity, job creation, energy efficiency, renewable energy and wind resistant activities.

(Q) It is reasonable and in the interest of the health, safety, and welfare of the Subscriber and its inhabitants that the Subscriber subscribe to the availability of the Program within the Subscriber's jurisdiction. The Agency is authorized hereby, by law and pursuant to the provisions of the Supplemental Act to undertake the Program.

(R) This Agreement provides an alternative, supplemental and non-exclusive means to achieve, *inter alia*, immediate and careful local economic development, commerce and job creation, as well as the compelling State interests and public purposes described in the Supplemental Act.

[Remainder of page intentionally left blank.]

**ARTICLE II
SUBSCRIPTION**

SECTION 2.01. AUTHORITY.

(A) The execution hereof has been duly authorized by the resolution of the governing bodies of each party hereto.

(B) The Agency by this Subscription Agreement is hereby authorized to act to provide its services, and conduct its affairs, within the boundaries of the Subscriber's jurisdiction.

(C) The execution of this Subscription Agreement evidences the express authority and concurrent transfer of all necessary powers to the Agency, and the covenant to reasonably cooperate by the Subscriber, so that the Agency may facilitate, administer, implement and provide Qualifying Improvements, facilitate Financing Agreements and non-ad valorem assessments only on properties subjected to same by the record owners thereof, develop markets, structures and procedures to finance same, and to take any actions associated therewith or necessarily resulting there from, as contemplated by the Supplemental Act as the same may be amended from time to time.

(D) By resolution of the governing bodies of each of the parties and as implemented pursuant by this Subscription Agreement, all power and authority available to the Agency under its Charter and general law, including without limitation, Chapters 163, 189 and 197, Florida Statutes, shall be deemed to be authorized and may be implemented by the Agency within the boundaries of the Subscriber.

(E) This Subscription Agreement may be amended only by written amendment hereto.

SECTION 2.02. CREATION OF STATE, COUNTY OR MUNICIPAL DEBTS PROHIBITED. The Agency shall not be empowered or authorized in any manner to create a debt as against the State, county, or any municipality, and may not pledge the full faith and credit of the State, any county, or any municipality. All revenue bonds or debt obligations of the Agency shall contain on the face thereof a statement to the effect that the State, county or any municipality shall not be obligated to pay the same or the interest and that they are only payable from Agency revenues or the portion thereof for which they are issued and that neither the full faith and credit nor the taxing power of the State or of any political subdivision thereof is pledged to the payment of the principal of or the interest on such bonds. The issuance of revenue or refunding bonds under the provisions of law, the Charter Agreement, or this Subscription Agreement shall not directly or indirectly or contingently obligate the State, or any county or municipality to levy or to pledge any form of ad valorem taxation whatever therefore or to make any appropriation for their payment.

SECTION 2.03. ADOPTION OF RATES, FEES AND CHARGES.

(A) The Board of Directors may adopt from time to time by resolution such rates, fees or other charges for the provision of the services of the Agency to be paid by the record owner of any property, pursuant to a Financing Agreement described in the Supplemental Act.

(B) Such rates, fees and charges shall be adopted and revised so as to provide moneys, which, with other funds available for such purposes, shall be at least sufficient at all times to pay the expenses of administering, managing, and providing for the services and administration of the activities of the Agency, to pay costs and expenses provided for by law or the Charter Agreement and the Financing Documents, and to pay the principal and interest on the Obligations as the same shall become due and reserves therefore, and to provide for necessary administration and reasonable margin of safety over and above the total amount of such payments. Notwithstanding any other provision in the Charter Agreement or this Subscription Agreement, such rates, fees and charges shall always be sufficient to comply fully with any covenants contained in the Financing Documents.

(C) Such rates, fees and charges may vary from jurisdiction to jurisdiction, but shall be just and equitable and uniform at the time of imposition for the record owners in the same class of or within each subscribing local governmental jurisdiction electing to enter into any Financing Agreement described in the Supplemental Act and may be based upon or computed upon any factor (including, by way of example and not limitation, competitive or market conditions, distinguishing between residential and non-residential properties or uses, distinguishing between variable costs of administrative services over time) or combination of factors affecting the demand or cost of the services furnished or provided to administer the services and affairs of the Agency as may be determined by the Board of Directors from time to time.

(D) Notwithstanding anything in this Subscription Agreement to the contrary, the Agency may establish a general fund and/or performance assurance account into which moneys may be deposited from an annual surcharge upon the Special Assessments imposed, pledged to or collected by the Agency. Any moneys deposited to such general fund account from such a surcharge shall be considered legally available for any lawful purpose approved by the Board of Directors. Moneys in such general fund and/or performance assurance account may be used to pay for or reimburse initial costs and expenses advanced or associated with start-up costs, feasibility studies, economic analysis, financial advisory services, program development or implementation costs or enhancements, public education, energy audits, administration, quality control, vendor procurement, and any other purpose associated with the purpose or mission of the Agency approved by the Board of Directors.

SECTION 2.04. FINANCING AGREEMENTS.

(A) The Agency shall prepare and provide to each participating property owner the form of the Financing Agreement which complies with the Supplemental Act and is in accordance with the Financing Documents as designated by the Board of Directors from time to time.

(B) The Agency, not the Subscriber, shall be solely responsible for all matters associated with origination, funding, financing, collection and administration of each of the Agency's authorized non-ad valorem assessments.

SECTION 2.05. IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO FINANCING AGREEMENTS.

(A) Upon execution by the record owners and the Agency, the Financing Agreement or a summary or memorandum thereof shall be recorded by the Agency within five (5) days of execution as required by Section 163.08(8), Florida Statutes. The recorded Financing Agreement, or summary or memorandum thereof, provides constructive notice that the non-ad valorem assessment to be levied on the subject property constitutes a lien of equal dignity to ad valorem taxes and assessments from the date of recordation.

(B) In a reasonably cooperative and uniform manner the Agency is authorized to and shall provide a digital copy to the property appraiser or tax collector of the recorded Financing Agreement or summary thereof, the most recent property identification number and annual amount of the non-ad valorem assessment along with such other efficient and reasonable information necessary for the tax collector to collect such amounts on behalf of the Agency pursuant to Sections 197.3632 and 163.08, Florida Statutes, as a non-ad valorem assessment.

SECTION 2.06. COLLECTION OF SPECIAL ASSESSMENTS.

(A) The Agency shall be solely responsible for professionally coordinating all interface with the tax collector or property appraiser, and minimize to the greatest extent reasonably possible the time, effort and attention of these public officials to accomplish the public purposes and direction of the Supplemental Act subscribed to by the City. Subscriber hereby respectfully requests and encourages the tax collector or property appraiser to only impose, charge, or deduct the minimum amount allowed by general law for the collection or handling of the Special Assessments which are the subject of this Subscription Agreement.

(B) To advance Program acceptance and to minimize Program participation costs, and because each Property Owner is voluntarily undertaking to achieve and underwrite the unique and compelling State interests described in the Supplemental Act, the Subscriber urges either the waiver of such fees by the tax collector and property appraiser or a flat five dollar (\$5) fee per year per tax parcel for such purposes which shall be paid by the Agency via deduction, by the institutional trustee required by the Financing Documents, or as otherwise reasonably agreed to by the Agency and these parties.

SECTION 2.07. PLEDGE OF PROCEEDS FROM NON AD VALOREM ASSESSMENTS.

(A) The Agency will take such actions as are necessary for the lawful levy of the Special Assessments against all lands and properties specially benefitted by the acquisition, construction and financing of Qualifying Improvements. If any assessment made with respect to any property shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Agency or Subscriber shall be satisfied that any such assessment is so irregular or defective that the same cannot be enforced or collected, the Agency is authorized to take all necessary steps to cause a new assessment to be made for the whole or any part of any Qualifying Improvements or against any property specially benefitted by such improvement, to the extent and in the manner provided by law.

(B) Pursuant to the Financing Documents and this Subscription Agreement, the Agency shall irrevocably pledge and, to the fullest extent permitted by law, pledge and assign any and all revenues derived from Special Assessments to the repayment of any debt obligation issued by the Agency pursuant to the Financing Documents.

(C) The Subscriber shall not incur or ever be requested to authorize any obligations secured by Special Assessments associated with Qualifying Improvements imposed by the Agency.

(D) Each series of Financing Documents shall be secured forthwith equally and ratably by a pledge of and lien upon the Special Assessments. The obligations of the Agency under and pursuant to the Financing Documents shall not be or constitute general obligations or an indebtedness of the Subscriber as "bonds" within the meaning of the Constitution of Florida, but shall be payable from and secured solely by a lien upon and pledge of the Special Assessments as provided herein. Neither the Agency nor any holder of any debt obligation issued by the Agency pursuant to the Financing Documents shall ever have the right to compel the exercise of the ad valorem taxing power of the Subscriber or taxation in any form of property therein to pay any amount due under any Financing Documents or any Special Assessment. The Financing Documents shall not constitute a lien upon any property of or in the Subscriber except as to the respective Special Assessments in the manner provided herein and by law.

SECTION 2.08. CARBON OR SIMILAR CREDITS. The form of Financing Agreement in each instance shall provide for the transfer of any carbon or similar mitigation credits derived from Qualifying Improvements to the Agency, with such revenues therefrom, if any ever materialize, to be used by the Agency to underwrite generally its operation, mission and purpose. The Financing Agreement, in each instance, shall separately and expressly confirm that consideration therefore is in the form and substance of economies of scale provided by the Agency and its programs and \$1 and other good and valuable consideration provided to and received by the Property Owner, or such other statement of consideration as shall be appropriate under the circumstances. By execution hereof any such interest in mitigation credits shall be assigned by the Subscriber to the Agency without any future action

by the parties. Provided, however, the Subscriber shall upon request from time to time execute and deliver all such documents as may be reasonably required to further evidence the assignment and transfer of such interests to the Agency. Such credits expressly exclude investment tax credits available under the Internal Revenue Code or monetary rebates available to the Property Owner.

ARTICLE III GENERAL PROVISIONS

SECTION 3.01. INTERLOCAL AGREEMENT PROVISIONS. This Subscription Agreement constitutes a joint exercise of power, privilege or authority by and between the Subscriber and the Agency and shall be deemed to be an “interlocal agreement” within the meaning of the Florida Interlocal Cooperation Act of 1969, as amended. This Interlocal Agreement shall be filed by the Agency with the Clerk of the Circuit Court of the county in which the Subscriber is located.

SECTION 3.02. DISCLOSURE.

(A) The Agency has provided a copy of (1) the Supplemental Act, (2) the Agency’s Charter Agreement, (3) the Final Judgment in *Fla. PACE Funding Agency v. State*, No. 2011-CA-1824 (Fla. 2d Cir. Ct. 2011), and (4) other relevant disclosure information and background materials to the Subscriber prior to execution hereof. Subscriber, through its own staff and advisors, has independently reviewed and considered the foregoing and other relevant information of its choosing.

(B) The objective of the Agency’s mission is to offer a uniform, standardized and scalable approach that provides efficiencies and economies of scale intended to attract voluntary financing of Qualifying Improvements and stimulate a substantial and meaningful flow of private sector economic activity and new job creation. In doing so, each subscribing local government by entering into a subscription agreement of this nature authorizes the availability of the Agency’s uniform program to property owners in the subscribing jurisdiction. Accordingly, the Agency has engaged, and may engage in the future, various advisors, consultants, attorneys or other professionals or firms with recognized expertise necessary to accomplish the Agency’s mission.

(C) Each of the various advisors, consultants, attorneys or other professionals engaged by the Agency has been, and shall in the future be, disclosed to the Subscriber. The Subscriber and Agency recognize, consider and acknowledge the fact or possibility that one or more of the various professionals or firms may serve as the advisor to the Agency in its mission, and to the Subscriber or another client in providing other similar professional services, outside of the provision, funding and financing of Qualifying Improvements. Such circumstance is acceptable and will not be construed as a conflict, be objected to unreasonably, nor be used as

the basis for its disqualification of such professionals or firms from any continued or future representation of either party hereto which can otherwise be resolved by a reasonable waiver.

SECTION 3.03. TERM OF AGREEMENT; DURATION OF AGREEMENT; EXCLUSIVITY.

(A) The term of this Interlocal Agreement shall commence as of the date first above written, and initially continue for the next three (3) full fiscal years (ending September 30) following execution hereof. The term of this Agreement shall then be renewed for successive three-year periods, unless either party provides notice to the other in writing of intent to terminate not later than 180 days prior to the end of any three-year term, or as otherwise agreed to by the parties in writing. Provided, however either party may unilaterally terminate this Agreement prior to any Financing Agreements being executed or, if earlier, the issuance of any Obligations of the Agency secured by Pledged Revenues derived from within the jurisdiction or boundaries of the Subscriber.

(B) In the event of any termination hereunder, and so long as the Agency has Obligations outstanding which are secured by Pledged Revenues derived from Financing Agreements relating to any properties within the jurisdiction or boundaries of the Subscriber, or the Agency has projects for Qualified Improvements underway therein, the applicable provisions, authority and responsibility under this Agreement reasonably necessary to carry out the remaining aspects of the Program and responsibilities of Agency then underway, shall remain in effect and survive such termination until such time as those obligations and all associated remaining Program responsibilities are fulfilled (including, but not limited to the collection of assessments in due course).

(C) In light of the unique nature of the Agency's program and in recognition of the capital investment made by the Agency and its contracting parties, and in order to maximize the benefits of a uniform implementation of a program under the Supplemental Act, the Subscriber covenants that it will not terminate this Agreement without cause. Provided, however, the Agency's powers to be employed and exercised hereunder shall be non-exclusive, and the Subscriber is free to and reserves the right to enter into or otherwise commence another program for financing Qualified Improvements using non-ad valorem assessments either under the Supplemental Act or pursuant to its home rule powers upon written notice to the Agency of its decision to do so.

SECTION 3.04. AMENDMENTS AND WAIVERS.

(A) Except as otherwise provided herein, no amendment, supplement, modification or waiver of this Subscription Agreement shall be binding unless executed in writing by the Subscriber and Agency.

(B) To the extent the Agency has no outstanding bonds, Obligations or other evidence of indebtedness, this Subscription Agreement may be amended or modified or provisions hereto waived upon the written consent of all parties hereto.

(C) To the extent the Agency has outstanding bonds, Obligations or other evidence of indebtedness arising from Financing Agreements relating to properties within the jurisdiction or boundaries of the Subscriber, this Subscription Agreement may not be amended or modified in any way that is materially adverse to holders of such bonds, Obligations or other evidence of indebtedness without the consent in writing of the holders of at least two-thirds (2/3) or more in principal amount of such bonds, Obligations or other evidence of indebtedness (exclusive of any warrants issued by the Agency) then outstanding, or any insurer duly authorized to provide such consent on behalf of such holders.

SECTION 3.05. NOTICES.

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered (or confirmed electronic facsimile transmission) or mailed by registered or certified mail, postage prepaid, or sent by nationally recognized overnight courier (with delivery instructions for "next business day" service) to the parties at the following addresses:

Subscriber: The City of Tamarac
 ATTN: City Manager
 7525 NW 88th Avenue
 Tamarac, Florida 33321-2401

With a copy to: The City of Tamarac
 ATTN: City Attorney
 7525 NW 88th Avenue
 Tamarac, Florida 33321-2401

Agency: Executive Director
 Florida PACE Funding Agency
 c/o City of Kissimmee
 101 North Church Street, Fifth Floor
 Kissimmee, Florida 34741

With a copy to: Program Counsel for the Florida PACE Funding Agency
 P.O. Box 14043
 Tallahassee, Florida 32317-4043

(B) Any of the parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or confirmed electronic facsimile transmission) or three days after the date mailed.

SECTION 3.06. QUALITY CONTROL AND COMMUNICATION. For quality control purposes the Agency and Subscriber desire, and the Agency covenants to develop, implement and employ policies, systems and procedures which are within industry standards;

with such standards being reasonably expected to change and evolve over time. An ongoing positive and informal line of communication between staff and agents for the parties is encouraged. At any time, notwithstanding lack of default or lack of material breach hereunder, the Subscriber is encouraged to objectively and specifically communicate to the Agency in writing as provided for herein any concerns, suggestions or disapproval with performance, policies, systems or procedures being employed by the Agency. The Agency through its administrator, Executive Director, or a duly authorized designee, will promptly respond in writing to all such communications (reasonably within fifteen (15) days of receipt of any such written communication, but sooner if necessary) and follow-up accordingly; and, also promptly communicate any such response, follow-up, and all related communication to the Board of Directors for review.

SECTION 3.07. IMMUNITY; LIMITED LIABILITY.

(A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the parties shall apply to the officials, officers, agents or employees thereof when performing their respective functions and duties under the provisions of this Subscription Agreement.

(B) The Subscriber and Agency are and shall be subject to Sections 768.28 and 163.01(9)(c), Florida Statutes, and any other provisions of Florida law governing sovereign immunity. Pursuant to Section 163.01(5)(o), Florida Statutes, and this covenant of the parties hereto, the local governments who are either or both the incorporators or members of the Agency shall not be held jointly liable for the torts of the officers or employees of the Agency, or any other tort attributable to the Agency, and that the Agency alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. The Subscriber and Agency acknowledge and agree that the Agency shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. Nothing in this Subscription Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

(C) Neither the Subscriber, nor the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency, except to the extent otherwise mutually and expressly agreed upon, and neither the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency have any authority or power to otherwise obligate either the Subscriber, the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency in any manner.

SECTION 3.08. BINDING EFFECT. This Subscription Agreement shall be binding upon the parties, their respective successors and assigns and shall inure to the benefit of the parties, their respective successors and assigns.

SECTION 3.09. SEVERABILITY In the event any provision of this Subscription Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 3.10. EXECUTION IN COUNTERPARTS. This Subscription Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 3.11. APPLICABLE LAW. The exclusive venue of any legal or equitable action that arises out of or relates to this Subscription Agreement shall be the appropriate state court in Leon County. In any such action, Florida law shall apply and the parties waive any right to jury trial.

SECTION 3.12. ENTIRE AGREEMENT. This Subscription Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof, except as specifically set forth herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have caused this Non-Exclusive Subscription Agreement to be duly executed and entered into as of the date first above written.

THE CITY OF TAMARAC

(SEAL)

By: _____
Manager, Michael Cernech

Attest:

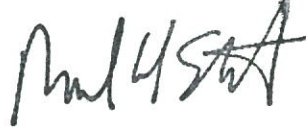
Approved as to form:

Patricia Teufel, City Clerk

Samuel S. Goren, City Attorney

IN WITNESS WHEREOF, the undersigned have caused this Interlocal Agreement to be duly executed and entered into as of the date first above written.

THE FLORIDA PACE FUNDING AGENCY



(SEAL)

By: _____
Michael H. Steigerwald, Executive Director

ATTEST:






Donald T. Smallwood, Assistant Secretary



Title - TR12526 - Renewal of Lime Sludge Removal, Hauling and Disposal Agreement - Amendment #2

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to approve Amendment #2 to the agreement for "Lime Sludge Removal, Hauling and Disposal" with Austin Tupler Trucking, Inc., to exercise the second two-year renewal option for "Lime Sludge Removal, Hauling and Disposal" at a cost of \$11.04 per cubic yard; authorizing an expenditure of funds for an estimated annual amount of \$110,400, and authorizing contract escalation/de-escalation as provided under the agreement beginning October 1, 2014 through September 30, 2016; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
 Memo	8/5/2014	Cover Memo
 Reso	8/5/2014	Resolution
 Exhibit 1	7/29/2014	Backup Material

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

TO: Michael C. Cernech,
City Manager

DATE: August 5, 2014

THROUGH: Jack Strain, P.E., *James T. Moore*
Director of Public Services *Jack Strain*

FROM: James T. Moore, P.E.,
Assistant Director of Utilities *Jtm*

**RE: Second Renewal of Lime Sludge
Removal, Hauling and Disposal
Agreement – Bid No. 10-18B
TR #12526**

RECOMMENDATION:

I recommend that the City Commission authorize Agreement Amendment #2 for the renewal of an agreement between the City and Austin Tupler Trucking, Inc., for Bid No. 10-18B "Lime Sludge Removal, Hauling and Disposal" for an estimated annual amount of \$110,400, at a unit cost of \$11.04 per cubic yard, beginning October 1, 2014 through September 30, 2016.

ISSUE:

To exercise the second renewal option for the Public Services Department Utilities Division to utilize Austin Tupler Trucking, Inc., for the removal, hauling and disposal of lime sludge.

BACKGROUND:

Lime sludge is a by-product of the water treatment process and must be removed, hauled and disposed of from the City's Water Treatment Plant.

The City has maintained an agreement for lime sludge hauling for many years, as sludge accumulates in the existing pond located at the Water Treatment Plant, on a fairly regular basis. The contractor removes the lime sludge, and hauls it to a dump site. The current agreement with Austin Tupler Trucking, Inc., which was effective October 1, 2010, with the first renewal in effect since October 1, 2012, provides for pricing of \$11.04 per cubic yard of lime sludge removed from the Water Treatment Plant. Since the City has received satisfactory service from Austin Tupler Trucking over the past few years, we wish to renew the existing agreement for one final two-year renewal term.

Pricing on this agreement has held steady since the original renewal when the pricing was increased from \$9.79 to \$11.04 that reflected dump site changes to the Westwind facility in Pembroke Park. There is no proposed increase in price for the renewal term. It should be noted, however, that the agreement does allow for documented pass-through cost increases or decreases at six-month intervals from this point forward, but will not allow for any increases to the vendor's profit margin.

The City amended the original terms and conditions of the agreement in 2012 to better verify the number of cubic yards in each trailer load of materials leaving the Water Treatment Plant. City Engineering staff now certifies the load capacity of each vehicle used by the contractor on a one-time basis for each vehicle, and the actual capacity of each load is agreed upon and validated by City staff and the contractor's representative prior to the truck leaving the facility. The aim of this practice is to improve the accuracy of billing.

The Director of Public Services, the Assistant Director of Utilities and the Purchasing & Contracts Manager recommend exercising the second two-year renewal option for this agreement for Austin Tupler Trucking, Inc., effective October 1, 2014 through September 30, 2016.

FISCAL IMPACT:

The expense for the contract award is budgeted in Account No. 425-6020-533-4311 entitled, "Sludge Removal" and \$135,000 is budgeted for FY 2015.

JTM/mg

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 APPROVE AMENDMENT #2 TO THE AGREEMENT FOR "LIME SLUDGE REMOVAL, HAULING AND DISPOSAL" WITH AUSTIN TUPLER TRUCKING, INC., TO EXERCISE THE SECOND TWO-YEAR RENEWAL OPTION FOR "LIME SLUDGE REMOVAL, HAULING AND DISPOSAL" AT A COST OF \$11.04 PER CUBIC YARD; AUTHORIZING AN EXPENDITURE OF FUNDS FOR AN ESTIMATED ANNUAL AMOUNT OF \$110,400, AND AUTHORIZING CONTRACT ESCALATION/DE-ESCALATION AS PROVIDED UNDER THE AGREEMENT BEGINNING OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2016; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, lime sludge is a by-product of the water treatment process and must be removed, hauled and disposed of from the City's Water Treatment Plant; and

WHEREAS, the City Commission of the City of Tamarac awarded an agreement to Austin Tupler Trucking, Inc., via Resolution #R-2010-108 on August 25, 2010 in response to a publicly advertised Bid #10-18B "Lime Sludge Removal, Hauling and Disposal", a copy of said resolution and original bid file are on file with the City Clerk; and

WHEREAS, the original agreement provides for the exercising of two (2) two-year renewal options based on receipt of satisfactory service and upon mutual agreement of the City of Tamarac and Austin Tupler Trucking, Inc.; and

WHEREAS, Austin Tupler Trucking, Inc., has provided satisfactory service to the City, and the City and Austin Tupler Trucking, Inc., wishes to exercise the second two-year renewal option; and

WHEREAS, pursuant to Section 6 of the special conditions of the original Bid #10-18B, the contract provides for an escalation/de-escalation of prices; and

WHEREAS, the cost of disposal per cubic yard has remained constant at \$11.04; and

WHEREAS, sufficient funds are available from the Public Services Department Utilities Water Treatment Plant Operating funds; and

WHEREAS, it is the recommendation of the Director of Public Services, the Assistant Director of Utilities and the Purchasing & Contracts Manager that the City exercise the second two-year renewal option of the agreement for "Lime Sludge Removal, Hauling and Disposal" with Austin Tupler Trucking, Inc., for a period beginning October 1, 2014 through September 30, 2016, at a unit price of \$11.04 per cubic yard; 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 approve Amendment #2 to the agreement, a copy of which is

included herein as "Exhibit 1", to exercise the second two-year renewal option award of the agreement for "Lime Sludge Removal, Hauling and Disposal" with Austin Tupler Trucking, Inc., for a period beginning October 1, 2014 through September 30, 2016, at a unit price of \$11.04 per cubic yard for an estimated annual amount of \$110,400.

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

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

SECTION 2: The appropriate City Officials are hereby authorized to approve Amendment #2 to the agreement, a copy of which is included herein as "Exhibit 1", to exercise the second two-year renewal option award of the agreement for "Lime Sludge Removal, Hauling and Disposal" with Austin Tupler Trucking, Inc., for a period beginning October 1, 2014 through September 30, 2016, at a unit price of \$11.04 per cubic yard for an estimated annual amount of \$110,400.

SECTION 3: An expenditure for an estimated annual amount of \$110,400 beginning October 1, 2014 through September 30, 2016, and authorizing escalation/de-

escalation provisions as provided under the agreement is hereby authorized.

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.

ATTEST:

HARRY DRESSLER
MAYOR

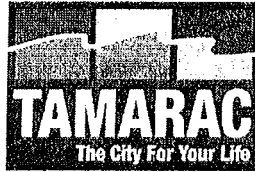
PATRICIA A. TEUFEL, CMC
CITY CLERK

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

SAMUEL S. GOREN
CITY ATTORNEY

JTM/mg

**PURCHASING AND
CONTRACTS DIVISION**



"EXHIBIT 1"
TR #12526

July 7, 2014

Mr. Glen Tupler
President
Austin Tupler Trucking, Inc.
6570 NW 47th Court
Davie, FL 33321

RE: Agreement Renewal
Bid No. 10-18B, Lime Sludge Removal, Hauling and Disposal

Dear Mr. Tupler:

The City's Agreement with your company to provide lime sludge removal, hauling and disposal will expire on September 30, 2014. The original agreement, effective October 1, 2010, provides for two (2) additional two-year renewals. This is the second renewal of the subject contract.

Please advise if a two-year extension would be acceptable to your company by checking the appropriate box below. Please be sure that this document is fully executed by the person designated on the attached signature page and by your company's Corporate Secretary. In addition, please ensure that the Corporate Acknowledgement is fully notarized. Please return the two (2) original documents to the Purchasing & Contracts Division by no later than July 24, 2014.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith K. Glatz".

Keith K. Glatz, CPPO
Purchasing & Contracts Manager

-
- ☒ I hereby agree to a two-year extension of the agreement between Austin Tupler Trucking, Inc. and the City of Tamarac for lime sludge removal, hauling and disposal for the term October 1, 2014 – September 30, 2016, at the same terms and conditions.
- ☐ I am unable to provide a two-year extension of the subject contract.

"Committed to Excellence... Always."

7525 N.W. 88th Avenue | Tamarac, Florida 33321-2401 | P: 954.597.3570 | F: 954.597.3565

EQUAL OPPORTUNITY EMPLOYER



AMENDMENT #2
TO AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
AUSTIN TUPLER TRUCKING, INC.

The CITY OF TAMARAC ("City") and AUSTIN TUPLER TRUCKING, INC., a Florida Corporation with principal offices located at 6570 S.W. 47th Court, Davie, Florida 33314 (Contractor) agree to execute Amendment #2 to the original Agreement dated providing for Lime Sludge Hauling and Disposal Services as follows:

1. Per the terms of Section 4 of the original Agreement which was effective October 1, 2010, the City and Contractor agree to exercise the first renewal option for a term effective October 1, 2014 through September 30, 2016.
2. Section 4 of the Agreement shall be amended as follows:
 - 3) Time of Commencement and Substantial Completion

The term of this Agreement shall be for two years, beginning on ~~October 1, 2012~~ October 1, 2014 through ~~September 30, 2014~~ September 30, 2016. ~~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 hereby have made and executed this Amendment to Agreement on the respective dates under each signature, the City of Tamarac signing through its City Manager and its City Commission signing by and through its Mayor and its City Manager, and Austin Tupler Trucking, Inc., signing by and through its President, duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler, Mayor

Date

Michael C. Cernech, City Manager

ATTEST:

Patricia A. Teufel, CMC
City Clerk

Date

Approved as to form and legal sufficiency:

Date

Samuel S. Goren, City Attorney

Date

ATTEST:

Austin Tupler Trucking, Inc.

Company Name

(Corporate Secretary)

Signature of President

Austin W. Tupler
Type/Print Name of Corporate Secy.

Glen Tupler, President
Type/Print Name of President

(CORPORATE SEAL)

July 16, 2014
Date

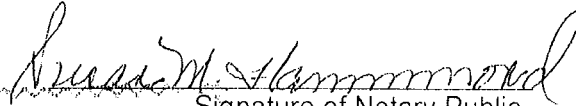
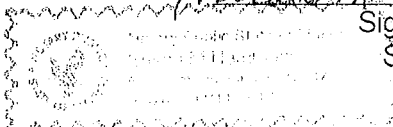


CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA :
:SS
COUNTY OF BROWARD :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the Sate aforesaid and in the County aforesaid to take acknowledgments, personally appeared Glen Tupler, President of Austin Tupler Trucking, Inc. a Florida Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 16th day of July, 2014.


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 - TR12522 - Naming Mainlands Park Project

A Resolution of the City Commission of the City of Tamarac, Florida, naming the 23-acre park located within the Mainlands of Tamarac Sections 3 & 4 Subdivisions (previously part of the Monterey Golf Club), "_____"; providing for conflicts; providing for severability; and providing an effective date.

ATTACHMENTS:

Description	Upload Date	Type
❏ TR12522 - Memo - Naming Mainlands Park	7/23/2014	Cover Memo
❏ TR12522 - Reso - Naming Mainlands Park	7/23/2014	Resolution

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PARKS AND RECREATION

TO: Michael C. Cernech, City Manager DATE: July 10, 2014

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

**RE: Temp. Reso. #12522 - naming of
the Mainlands Park Project**

Recommendation:

A Resolution of the City Commission of the City of Tamarac, Florida, naming the Mainlands Park project located within the Mainlands of Tamarac Sections 3 & 4 subdivisions (previously part of the Monterey Golf Club).

Issue:

Naming the Mainlands Park project

Background:

On November 12, 2003, the City Commission approved Resolution No. R-2003-253 approving the Parks and Recreation Facilities Naming Process to provide for citizen input into the naming of City parks and recreational facilities. This process was recently used to solicit names for the Mainlands Park project. Proposed names were accepted until Monday, May 5, 2014, and were then reviewed and discussed by the Parks and Recreation Board at their June 3, 2014 meeting where they chose their top three recommended names for the park.

The three recommended names, Hidden Palms Park, Mainlands Park, and Tamarand Park, were advertised in a June 8, 2014 Public Notice soliciting citizen comments and recommendations on the names. Citizens were able to provide their comments until July 8th. Following public notice of the top three recommended names we did not receive any public comments. The three recommended names have been presented to the City Manager. A list of the 58 submitted names is attached as Attachment A.

Based upon the naming policy, the City Commission will make final selection and approval of the name for Mainlands Park. Temp. Reso. #12522 will provide approval for the Commission's name choice. A copy of the Parks and Recreation Facilities Naming Policy is attached as Attachment B.

Fiscal Impact:

There will be no fiscal impact to the City from the naming of the park.

Gregory Warner

Attach.

**Park Names Submitted –
Park in the Mainlands of Tamarac Sections 3 & 4 Subdivisions
(April/May 2014)**

#	Park Name	Reason	Date Rec'd	Submitted by
	Awesome Park	None given	5/5/14	Anthony Griffiths Fast Track Kids
	Behring Acres Senior Park	None given	5/5/14	Pamela Bushnell City of Tamarac
	Behring Mainlands Park	None given	4/29/14	Jennifer Samuels Tamarac Elementary – 3 rd Grade
	Behring Park	None given	4/30/14	Tamarac Chamber of Commerce
	Behring Park	(letter provided, excerpt below) “If it were not because of his vision, determination, drive and expertise the city of Tamarac may not have ever grown to the city it is today. No one man has done more to create our city with the standards he put in place while he created Tamarac, a way of life.”	4/18/14	Barbara Tarnove Tamarac Historical Society
	Behring's Vision Park	I chose this name because Behring was the name of the founder of Tamarac. He had a vision of what Tamarac would become and I'm sure he would love what it has become. Behring has also never received credit for founding Tamarac.	4/29/14	Ciara Rodriguez- Horan Millennium Middle – Talented and Gifted
	Children's Land	None given	5/5/14	Brooklyn Fast Track Kids
	Children's Paradise	None given	5/5/14	Courtney C. Fast Track Kids
	Children's Paradise	None given	5/5/14	Courtney Fast Track Kids
	Commercial	Due to the park's location to one of the main streets.	5/5/14	Russell Bowden
	Cool Park	None given	5/5/14	Santiago Fast Track Kids

	Cypress Creek Park	None given	4/29/14	Mike Gresek Finance Dept.
	Golden Sabal Park	The Sabal Palmetto Palm is the state tree of Florida and the trees that people will come to have in this park.	4/29/14	Brandon E. McKay Millennium Middle – Talented and Gifted
	Grasslands	None given	5/5/14	Ayana Griffin Fast Track Kids
	Green Acres	Due to the acres of land it resides on and the numerous amount of green grass it has.	5/5/14	Russell Bowden
	Green Land Park	None given	5/5/14	Brandon Elrod Fast Track Kids
	Greenland Park	None given	5/5/14	Aaliyah Nunes Fast Track Kids
	Greenlands at Mainlands	None given	4/22/14	Nicholas Mastrangelo Challenger Elementary – 4 th Grade
	Hidden Palms Park	None given	5/5/14	Michelle Zimmer Parks & Rec. Dept.
	Ken Behring	Due to the person who originally founded the main location of the park (Tamarac).	5/5/14	Russell Bowden
	Ken Behring Park	None given	4/30/14	Donna Lou Pett
	Ken Behring Trails	Ken Behring created the City's first development; one of them also was Mainlands.	4/29/14	Amiah Haywood Millennium Middle – Talented and Gifted
	Kenneth Behring – Mainlands Park	None given	5/5/14	Joan Klein Mainlands 3
	Kenneth Behring Park	None given	5/5/14	Joan Stoecker Mainlands 3
	Kenneth Behring Park	Although you mention the park cannot be named after a living person I feel it is only fitting that it should be called Kenneth Behring Park or Behring Park as Mr. Behring is the one who built Tamarac and the Mainlands where I live	4/16/14	Rea Mills Mainlands 3 HOA
	Kenneth Behring Park @ Mainlands	None given	5/5/14	Sandy Ehrlich Mainlands 3
	Key lime Park	The park area is green and has a pier; wet and green like a	4/29/14	Arvn Jairam Millennium Middle – Talented and Gifted

		lime. Key lime pie is the national pie of Florida.		
	Landvill Park	None given	5/5/14	Aaliyah Fast Track Kids
	Light bright Park	None given	5/5/14	Kourtnee Fast Track Kids
	Longwing Park	My reason is because the Zebra Longwing is our state butterfly and after the trails are built many will be present throughout the year.	4/29/14	Maria Aragon Millennium Middle – Talented and Gifted
	Main Trails	I chose this name for the new park because the development right next to the park is called Mainlands, and the park will have many walking trails. I just figured it would be extremely ironic for the park to be named Main Trails.	4/29/14	Mallely Rodriguez Millennium Middle – Talented and Gifted
	Mainlands Park	None given	5/5/14	Michelle Zimmer Parks & Rec. Dept.
	Monterey Park	None given	4/14/14	Ellen Tomas Mainlands 1&2
	Monterey Park at the Mainland	None given	5/5/14	Michelle Zimmer Parks & Rec. Dept.
	Mystic Corner	None given	4/29/14	Dina L. Queen TU
	Orange Grove Park	I proposed this name because a large portion of the City was originally a former orange grove.	4/29/14	Paul Amini Millennium Middle – Talented and Gifted
	Paradise	Due to the feeling it gives you when attending it.	5/5/14	Russell Bowden
	Park Red Lake	Because there's a lake in it and red could be a special color and make it ordinary (non-ordinary?)	4/29/14	Sebastian Claro Millennium Middle – Talented and Gifted.
	Peaceful	Due to the feeling it gives while attending it.	5/5/14	Russell Bowden
	Possum Park	Submitted sign design. In reference to the nature kiosk, possum, duck, etc., info will be exhibited	4/6/14	Dolores Marcus Mainlands 4

		on posters (as seen in zoos) – “Welcome to Possum Park”		
	Royal Orange Park	None given	4/29/14	Kayla Badabo Millennium Middle – Talented and Gifted
	Sabal Palms Park	None given	5/5/14	Michelle Zimmer Parks & Rec. Dept.
	Serenity Bend Park	None given	5/5/14	Arthur Rodriguez
	Sunny Acres	Due to the many acres of land it resides on and the sunshine South Florida is known for.	5/5/14	Russell Bowden
	Sunshine Park	None given	5/5/14	Michelle Rodriguez
	Sway Park	None given	5/5/14	Kyla Boykin Fast Track Kids
	TamaGreen Park	None given	4/15/14	Amoli Kulkarni Challenger Elementary
	Tamarac	Due to the park's location within Broward County.	5/5/14	Russell Bowden
	Tamarac Pride Park	None given	5/5/14	Christine Spearow 4 th grade Tamarac Elementary Fast Track Kids
	Tamarac Tropical	Due to the park's location and it being in the tropics.	5/5/14	Russell Bowden
	Tamarac's Cool Park	None given	5/5/14	Jahmyir Teape Fast Track Kids
	Tamarac's New Fun Colorful Land	None given	5/5/14	Josiah Fast Track Kids
	Tamarand Park	Tamarac + Mainlands = Tamarand	4/29/14	Nancy Wilson Parks & Rec. Dept.
	The Nature Park	None given	5/5/14	Amojah St. Preux Fast Track Kids
	Trail to Purpose	Giving praise to the marvelous novel “Road to Purpose”, this name provides respect and relevance. Replacing the word road with trail is appropriate for a park.	4/29/14	Tanya Jain Millennium Middle – Talented and Gifted
	Tranquility Park of Tamarac	None given	4/17/14	Bernadette Zupan
	Tropical Park	I propose this name because Florida has many tropical plants and animals.	4/29/14	Mikayla VanVoorhis Millennium Middle – Talented and Gifted
	Wild Wonders	None given	5/5/14	Simone Ryals Fast Track Kids



Temp. Reso. #10278
Exhibit "A"

City of Tamarac, Florida Parks and Recreation Facilities Naming Policy

Title: Parks and Recreation Facilities Naming Policy	Effective Date:
Originating Department: Parks and Recreation	Supersedes: All previous and existing memos or policies in conflict
Policy Number: Draft	Page <u>1</u> of <u>3</u>

I. **Purpose:**

To establish formal procedures and guidelines for the naming of public park lands and recreation facilities.

II. **Definitions:**

A. **Park/Facility** – City owned property provided to serve a public purpose in the areas of parks and recreation oriented activities.

III. **Policy:**

A. **Objectives**

- 1) Provide name identification for individual parks and recreation facilities owned by the City of Tamarac.
- 2) Provide for citizen input into the process of naming parks and recreation facilities owned by the City.
- 3) Ensure control for the naming of parks and recreation facilities by the City Commission through the recommendation of the City Manager with input from the Parks and Recreation Board and City Staff.

IV. Procedures:

A. Qualifying Names -- Names should provide some form of individual identity related to:

1. The geographic location of the facility.
2. An outstanding feature of the facility.
3. The adjoining subdivision.
4. Commonly recognized group or individual related to the City of Tamarac.
5. Commonly recognized historical event.
6. A group who contributed significantly to the acquisition or development of the individual facility.
7. Related to a theme determined through public input.
8. A deceased individual who has provided an exceptional service in the interest of the park system or the City as a whole.

B. Naming Process

1. At the time parkland is acquired, prior to development, the Director of Parks and Recreation will recommend a non-descript, temporary working name for the park or facility to the City Manager.
2. Once the development is funded, the Director of Parks and Recreation will solicit and receive naming applications from the community and/or children in the community for review by the Parks and Recreation Board. Names will be solicited from the community through a local newspaper advertisement, the Tam-A-Gram, and by working with the local schools and/or community organizations.
3. For an individual or group name (excluding historically significant groups) to be considered, that individual or group must have contributed significantly to the acquisition or development of the park or facility or to the park system or City overall. The recommendation must be accompanied by a written justification providing evidence of contributions to the park, facility, park system or City as a whole.
4. All submissions must be in writing and include reasons to support the proposed name.

Title:
Policy Number:

Page 3 of 3

5. After review by the Parks and Recreation Board, the top three recommended names will be chosen. Public notice of the recommended qualifying names will be placed in the local newspaper once during a 30 day period. Citizen comments and recommendations must be in writing to the Director of Parks and Recreation and be postmarked within the 30 day public notice period.
6. After the 30 day public notice period, the Director of Parks and Recreation, upon recommendation from the Parks and Recreation Board, will submit the top three recommended names to the City Manager, who will forward the recommendations to the Commission for final selection and approval.
7. A facility shall not be named for a living person except when a name is specified as a condition of donation or deed restriction.
8. All parks and recreation facilities acquired in whole or in part with grant funding are subject to approval of the proposed name by the granting agency.

C. Changing an Existing Name

If, as a result of public and/or City Commission input there exists a desire to change an existing park or recreation facility name, the naming process in Section IV B will be utilized. The following should be considered when proposing a name change:

1. Parks and facilities named after individuals or groups will only be changed when it is found that the individual's or group's character is or was such that the continued use of their name for a park or facility would not be in the best interest of the City.
2. Parks named by deed restriction cannot be considered for renaming.

D. Other Naming Alternatives

1. Parks and facilities that are donated to the City can be named by deed restriction by the donor. The naming and acceptance of land is subject to review by the Parks and Recreation Board and approval of the City Commission.
2. Facilities within parks, i.e. playgrounds, picnic shelters, etc. can be named separately from the park or facility they are in, subject to the general approving section of this policy.

Approved: Jeffrey L. Miller 11/17/03
Jeffrey L. Miller Date
City Manager

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2014 - _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, NAMING THE 23-ACRE PARK LOCATED WITHIN THE MAINLANDS OF TAMARAC SECTIONS 3 & 4 SUBDIVISIONS (PREVIOUSLY PART OF THE MONTEREY GOLF CLUB), "_____"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission has implemented a process to provide for citizen input into the naming of City parks and recreational facilities; and

WHEREAS, this process provides name identification for individual parks and recreation facilities owned by the City of Tamarac and ensures control for the naming of the parks and recreation facilities by the City Commission through the recommendation of the City Manager with input from the Parks and Recreation Board and City Staff; and

WHEREAS, the Director of Parks and Recreation has recommended a temporary working name of "Mainlands Park" for the 23-acre park located within the Mainlands of Tamarac Sections 3 & 4 subdivisions (previously part of the Monterey Golf Club); and

WHEREAS, the Director of Parks and Recreation has solicited and received naming applications from the community for review by the Parks and Recreation Board for the Mainlands Park project; and

WHEREAS, the Parks and Recreation Board has reviewed the submitted names for the Mainlands Park project and has selected their top three names for the park; and

WHEREAS, Public Notice of the recommended names was advertised in the Sun-Sentinel on June 8, 2014; and

WHEREAS, following the 30 day public notice period, the Director of Parks and Recreation, upon recommendation of the Parks and Recreation Board, submitted to the City Manager the top three recommended names, including 1) Hidden Palms Park, 2) Mainlands Park, and 3) Tamarand; and

WHEREAS, it is the recommendation of the Director of Parks and Recreation and the City Manager that the City Commission select one of the top three recommended names submitted by the Parks and Recreation Board for the 23-acre park within the Mainlands of Tamarac Sections 3 & 4 in Tamarac (previously part of the Monterey Golf Club); 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 name the park "_____".

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

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

SECTION 2: That the Mainlands Park project, located within the Mainlands of Tamarac Sections 3 & 4 in Tamarac (previously part of the Monterey Golf Club), is hereby named "_____".

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

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

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

PASSED, ADOPTED AND APPROVED this day of , 2014.

ATTEST:

HARRY DRESSLER
MAYOR

PATRICIA TEUFEL, CMC
CITY CLERK

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

SAMUEL S. GOREN
CITY ATTORNEY



Title - TR12524 - Execute a Sidewalk Easement With Lime Bay Condominium, Inc. No. 2, For The Lime Bay Sidewalk Installation Project

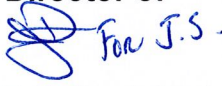
A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to execute a Sidewalk Easement with Lime Bay Condominium, Inc. No. 2, for the Lime Bay Sidewalk Installation Project, located at the NW corner of Lime Bay Boulevard and Westwood Boulevard East authorizing; directing the City Clerk to record said document in the Public Records of Broward County; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

	Description	Upload Date	Type
📎	TR 12524 MEMO (REV)	8/13/2014	Cover Memo
📎	TR 12524 Reso Lime Bay Sidewalk Easement	8/13/2014	Resolution
📎	TR 12524 Exhibit 1 Lime Bay Sidewalk Easement	8/13/2014	Exhibit
📎	TR 12524 Exhibit 2 Lime Bay Sidewalk Easement	8/13/2014	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT
ENGINEERING DIVISION

TO: Michael C. Cernech, City Manager DATE: August 12, 2014

**THRU: Jack Strain, P.E., Director of
Public Services** 

**FROM: John E. Doherty, P.E. Assistant
Director of Public Works/City
Engineer** 

**RE: Temp. Reso. #12524
Execution of Sidewalk
Easement with Lime Bay
Condominium, Inc. No. 2, for the
Lime Bay Sidewalk Installation
Project- City Commission
Meeting of August 27, 2014**

Recommendation:

I recommend that the City execute a sidewalk easement with Lime Bay Condominium, Inc. No. 2 for the Lime Bay Sidewalk Installation Project, located at the NW corner of Lime Bay Boulevard and Westwood Boulevard East. I further recommend that Temporary Resolution Number #12524 authorizing the acceptance of this Easement, be placed on the City Commission Agenda for the August 27, 2014 meeting.

Issue:

To accept and execute a sidewalk easement with Lime Bay Condominium, Inc. No.2 for the Lime Bay Sidewalk Installation Project.

Background:

On July 10, 2013, the City of Tamarac approved R-2013-80 for the Community Development Block Grant (CDBG) Program Fiscal Year 2013/2014 Annual Action Plan. This Plan includes funding for the installation of sidewalks within low-moderate income neighborhoods. The Public Services Department has identified the area along Lime Bay Boulevard between Westwood Boulevard West and Westwood Boulevard East to meet the criteria for the installation of sidewalks as part of the Community Development Block Grant (CDBG) Program Fiscal Year 2013/2014 Annual Action Plan. On July 9, 2014, via Resolution R-2014-75, the City Commission awarded the bid for the CDBG funded Lime Bay Sidewalk Installation Project.

The City Code of Ordinances, Section 20-85, requires the owner of a property to dedicate an easement to the public when there is not sufficient room within the right-of-way for construction of a sidewalk. This situation occurs along the NE corner of Lime Bay Boulevard and Westwood Boulevard West. To comply with the requirements of the City Code, a sidewalk easement should be accepted, approved and executed, to allow legal access to the sidewalk by the public. Approval and execution of this Resolution will allow the Sidewalk Easement to be properly recorded.

Fiscal Impact:

The fiscal impact is minimal; and is limited to the cost of recording the documents with Broward County. The estimated cost, including recordation, document stamps, and courier fees is estimated to be approximately \$150.00.

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 EXECUTE A SIDEWALK EASEMENT WITH LIME BAY CONDOMINIUM, INC. NO. 2, FOR THE LIME BAY SIDEWALK INSTALLATION PROJECT, LOCATED AT THE NW CORNER OF LIME BAY BOULEVARD AND WESTWOOD BOULEVARD EAST AUTHORIZING; DIRECTING THE CITY CLERK TO RECORD SAID DOCUMENT IN THE PUBLIC RECORDS OF BROWARD COUNTY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 20-84 of the City Code, requires the owner of a property to dedicate an easement to the public when there is not sufficient room within the right-of-way for the construction of a sidewalk adjacent to all property abutting a public street; (attached hereto in map form as "Exhibit 1"); and

WHEREAS, there is not sufficient room within the right-of-way at the NW corner of Lime Bay Boulevard and Westwood Boulevard East to construct the required sidewalk for the Lime Bay Sidewalk Installation Project; and

WHEREAS, Lime Bay Condominium, Inc. No. 2, as owner has offered this Sidewalk Easement, attached as "Exhibit 2", herein; and

WHEREAS, Lime Bay Condominium, Inc. No. 2, is providing a non-exclusive Sidewalk Easement over and upon the servient estate for the installation of a sidewalk located at the NW corner of Lime Bay Boulevard and Westwood Boulevard East, a sketch which is attached hereto as "Attachment B" to "Exhibit 2", herein; and

WHEREAS, it is the recommendation of the Director of Public Services that this Sidewalk Easement be accepted, approved, executed and recorded; 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, approve, execute and record this Sidewalk Easement with Lime Bay Condominium, Inc. No. 2, for the Lime Bay Sidewalk Installation Project located at the NW corner of Lime Bay Boulevard and Westwood Boulevard East as required for the construction of sidewalks.

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

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

Section 2: The appropriate City Officials are hereby authorized to accept, and execute this Sidewalk Easement with Lime Bay Condominium, Inc. No. 2, for the Lime Bay Sidewalk Installation Project located at the NW corner of Lime Bay Boulevard and Westwood Boulevard East to allow legal access by the public (a copy of which is attached hereto as "Exhibit 2").

Section 3: The City Clerk is hereby authorized and directed to record said document 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 ____ day of _____, 2014.

HARRY DRESSLER
MAYOR

ATTEST:

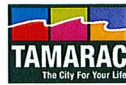
PATRICIA A. TEUFEL, CMC
CITY CLERK

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

SAMUEL GOREN
CITY ATTORNEY

CITY OF TAMARAC

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION



Temp. Reso. No. 12524

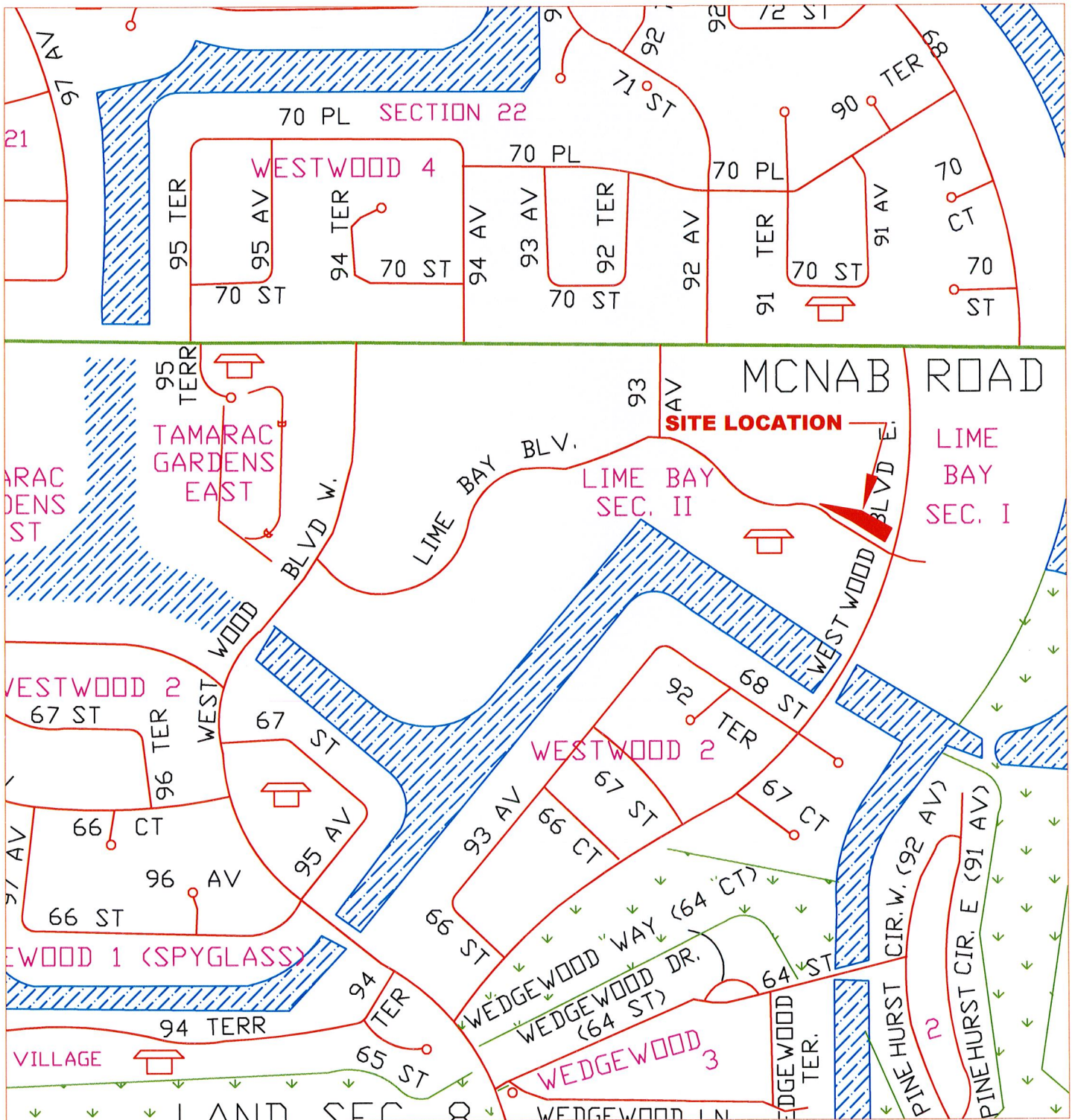
Scale: N.T.S

SHEET 1 OF 1

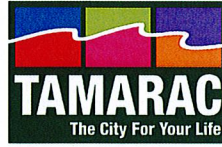


SIDEWALK EASEMENT

TR#12524



REVISIONS				Design By: E.J.V.	Date: 01/28/10	Seal:	<div>LIME BAY SIDEWALK PROJECT</div> <div>EXHIBIT 1</div> <div>CITY OF TAMARAC, BROWARD COUNTY, FLORIDA SEC. 8, TWP. 49, RGE. 41</div>
No.	Date	Remarks	By	Drawn By: E.J.V.	Date: 01/28/10		
				Checked By:	Date:		
				Approved By:	Date:		
					</		



CITY OF TAMARAC SIDEWALK EASEMENT

FOR: Lime Bay Sidewalk Installation Project
NAME OF PROJECT

This SIDEWALK EASEMENT made this _____ day of _____, 2014, by Lime Bay Condominium, Inc. No. 2., having an address of 9190 Lime Bay Boulevard, Tamarac, FL 33321, (hereinafter "Grantor"), and the City of Tamarac, a municipal corporation of the State of Florida, having an address at 7525 Northwest 88th Avenue, Tamarac, Florida 33321, (hereinafter "Grantee"). (Whenever used herein, the term "Grantor" and "Grantee" shall include the respective successors and assigns of the parties hereto, whenever the context so admits or requires).

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property located in Broward County, more particularly described in Exhibit "A" attached hereto, (hereinafter referred to as "Servient Estate"); and

WHEREAS, Grantor desires to grant unto Grantee a non exclusive sidewalk easement to use a portion of the servient estate, a sketch of which is attached hereto as Exhibit "B" and incorporated by reference herein, (hereinafter "the easement area").

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations paid by each of the parties hereto to the other party, receipt of which is hereby acknowledged by both parties, the parties hereto do hereby grant and agree as follows:

1. Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive sidewalk easement over and upon the servient estate for the installation of a sidewalk.

2. Grantor reserves all rights not herein granted pursuant to this sidewalk easement, including but not limited to, the right of free ingress and egress over and upon the servient estate and to grant further sidewalk easements under, over and on the servient estate; provided that, in no event shall any of the rights herein reserved impede the sidewalk easement herein granted or the exercise of the rights of use thereunder.

3. The provisions of this sidewalk easement shall be binding on the parties hereto and the respective successors and assigns as a covenant running with and binding upon the servient estate.

4. This sidewalk easement shall not be released or altered without consent of the Grantee.

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

ATTEST

By:

Type Name: Alan Kushner
Corporate Secretary

GRANTOR

Lime Bay Condominium
Inc. No. 2

By:

Type Name: Charlotte Williams
President

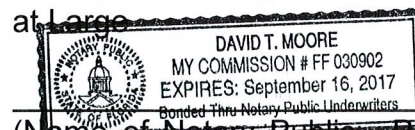
(Corporate Seal)

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

WITNESS my hand and official seal this 3rd day of July, 2008 14.

David T. Moore
NOTARY PUBLIC, State of Florida
at Large



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

() Personally known to me, or

(X) Produced Identification

FCDU
Type of I.D. Produced

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

ACCEPTED BY CITY OF TAMARAC
GRANTEE

ATTEST:

By: _____
Michael C. Cernech
City Manager

By: _____
Harry Dressler
Mayor

Date: _____

ATTEST:

By: _____
Patricia Teufel, CMC
City Clerk

By: _____
Michael C. Cernech
City Manager

Date: _____

Approved as to form:

STATE OF FLORIDA :
: SS

By: _____
Samuel S. Goren,
City Attorney

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 _____,
200____.

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 an oath, or () DID NOT take an oath

AFFIDAVIT SHALL BE COMPLETED WHEN MORTGAGEE SIGNATURE IS NOT APPLICABLE

I, Charlotte Williams do hereby affirm that I am the President of Lime Bay Condominium, Inc. No. 2. and that I have executed a Sidewalk Easement with the City of Tamarac for the Lime Bay Sidewalk Installation Project and that I am the owner of the property covered by said Sidewalk Easement.

There are no mortgages held on the property, which is the subject of said Sidewalk Easement.

FURTHER AFFIANT SAYETH NOT.

Charlotte Williams
(Signature)

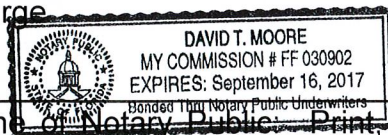
This 3 day of July, 2014.

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

WITNESS my hand and official seal this 3rd day of July, 2014.

David T. Moore
NOTARY PUBLIC, State of Florida
at Large



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

() Personally known to me, or

(+) Produced Identification

FLDL
Type of I.D. Produced

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

SKETCH AND DESCRIPTION

LEGAL DESCRIPTION:

Exhibit "A"

TR#12524

A PORTION OF LAND LYING WITHIN PARCEL F-1, LIME BAY SECTION TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 82, PG. 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY POINT OF SAID PARCEL F-1, SAID POINT BEING ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND TO SAID POINT A RADIAL LINE BEARS SOUTH 11°25'34" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CIRCULAR CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 23°58'56" AND AN ARC LENGTH OF 96.27 FEET, THE LAST CALL BEING ALONG THE SOUTH LINE OF THE AFORESAID PARCEL F-1; THENCE SOUTH 70°59'55" EAST, A DISTANCE OF 109.92 TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST AND TO SAID POINT A RADIAL LINE BEARS SOUTH 26°49'03" EAST, SAID POINT BEING ON THE SOUTH LINE OF THE AFORESAID PARCEL F-1; THENCE WESTERLY ALONG THE ARC OF SAID CIRCULAR CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 38°14'36" AND AN ARC LENGTH OF 16.69 FEET TO THE POINT OF BEGINNING, THE LAST CALL BEING ALONG THE SOUTH LINE OF SAID PARCEL F-1.

SAID LANDS SITUATE LYING AND BEING IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA. CONTAINING 740 SQUARE FEET MORE OR LESS.

NOTES:

- 1) Bearings shown hereon are based on the radial bearing from the Point of Beginning to the South line of Parcel F-1 with an assumed bearing of S 11°25'34" W.
- 2) This Sketch and Description is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
- 3) The undersigned and David & Gerchar, Inc., make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, setback lines, agreements and other matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for rights-of-way and/or easements of record.
- 4) This Sketch and Description consists of two (2) sheets and is not complete without all sheets.

THIS IS NOT A SKETCH OF SURVEY

SHEET 1 OF 2

REVISIONS	DATE	BY	CKD	FB/PG

SIDEWALK EASEMENT

LIME BAY SECTION TWO
(P.B. 82, PG. 30, B.C.R.)



THEODORE J. DAVID FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 5821
DAVID & GERCHAR, INC. LB#6935

SCALE:

N/A

FB/PG:

N/A

DRAWN BY:

RRM

CKD. BY:

TD

JOB NO:

13-063 SE-E

CAD. FILE:

F:\tamarac\Lime Bay

DATE:

6/16/14

PROJ. FILE:

lime bay

DAVID &
GERCHAR,

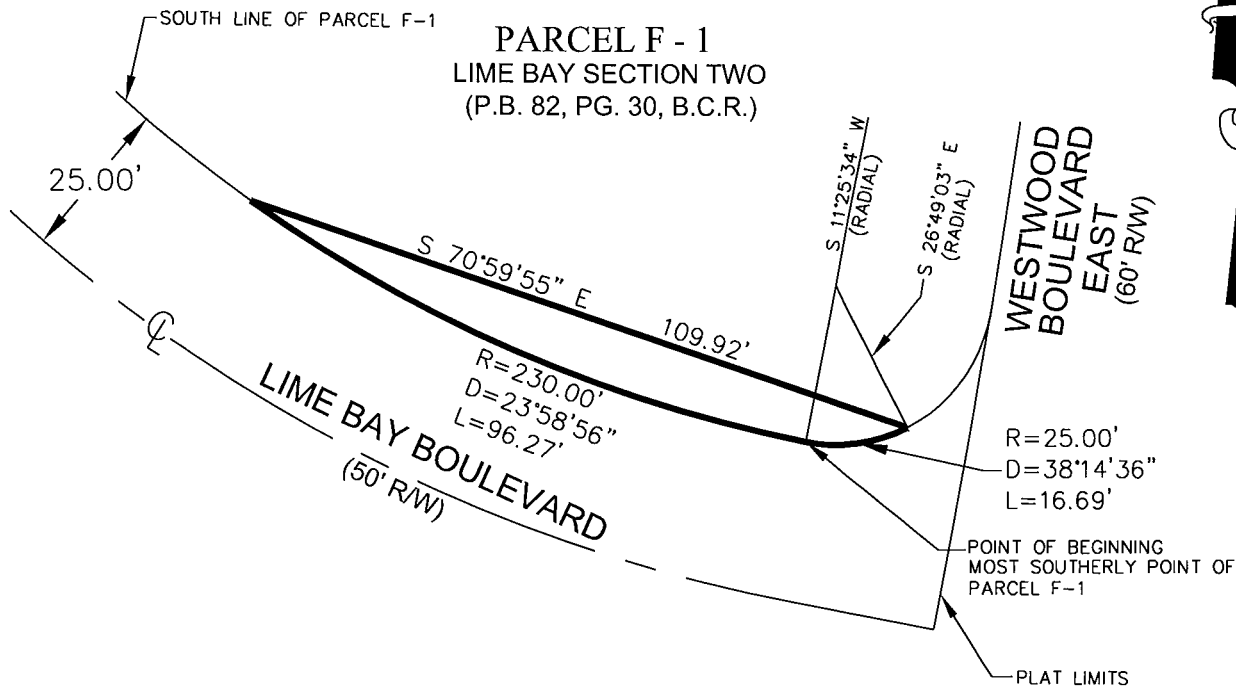
SURVEYORS AND MAPPERS

12750 N.W. 40th Street, Bay 1
Coral Springs, Florida 33065
(954) 340-4025 • email: ted@davidandgerchar.com

SKETCH AND DESCRIPTION

Exhibit "B"

TR#12524



LEGEND:

PG. PAGE
P.B. PLAT BOOK
O.R.B. OFFICIAL RECORD BOOK
B.C.R. BROWARD COUNTY RECORDS
U.E. UTILITY EASEMENT

THIS IS NOT A SKETCH OF SURVEY

SHEET 2 OF 2

REVISIONS	DATE	BY	CKD	FB/PG

SIDEWALK EASEMENT

LIME BAY SECTION TWO
(P.B. 82, PG. 30, B.C.R.)

SCALE:

1" = 30'

FB/PG:

N/A

DRAWN BY:

RRM

CKD. BY:

TD

JOB NO:

13-063 SE-E

CAD. FILE:

F:\tamarac\Lime Bay

DATE:

6/16/14

PROJ. FILE:

lime bay

**DAVID &
GERCHAR, INC.**
SURVEYORS AND MAPPERS

12750 N.W. 40th Street, Bay 1
Coral Springs, Florida 33065
(954) 340-4025 • email: ted@davidandgerchar.com



Title - TR12525 - Execute a Sidewalk Easement With Lime Bay Condominium, Inc. No. 4, For The Lime Bay Sidewalk Installation Project


A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to execute a Sidewalk Easement with Lime Bay Condominium, Inc. No. 4, for the Lime Bay Sidewalk Installation project, located at the NW corner of Lime Bay Boulevard and Westwood Boulevard East authorizing; directing the City Clerk to record said document in the Public Records of Broward County; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

	Description	Upload Date	Type
📎	TR 12525 MEMO (REV)	8/13/2014	Cover Memo
📎	TR 12525 Reso Lime Bay Sidewalk Easement	8/13/2014	Resolution
📎	TR 12525 Exhibit 1 Lime Bay Sidewalk Easement	8/13/2014	Exhibit
📎	TR 12525 Exhibit 2 Lime Bay Sidewalk Easement	8/13/2014	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT
ENGINEERING DIVISION

TO: Michael C. Cernech, City Manager DATE: August 12, 2014

**THRU: Jack Strain, P.E., Director of
Public Services**  *for J.S.*

**FROM: John E. Doherty, P.E. Assistant
Director of Public Works/City
Engineer** 

**RE: Temp. Reso. #12525
Execution of Sidewalk
Easement with Lime Bay
Condominium, Inc. No. 4, for the
Lime Bay Sidewalk Installation
Project- City Commission
Meeting of August 27, 2014**

Recommendation:

I recommend that the City execute a sidewalk easement with Lime Bay Condominium, Inc. No. 4 for the Lime Bay Sidewalk Installation Project, located at the NE corner of Lime Bay Boulevard and Westwood Boulevard West. I further recommend that Temporary Resolution Number #12525 authorizing the acceptance of this Easement, be placed on the City Commission Agenda for the August 27, 2014 meeting.

Issue:

To accept and execute a sidewalk easement with Lime Bay Condominium, Inc. No.4 for the Lime Bay Sidewalk Installation Project.

Background:

On July 10, 2013, the City of Tamarac approved R-2013-80 for the Community Development Block Grant (CDBG) Program Fiscal Year 2013/2014 Annual Action Plan. This Plan includes funding for the installation of sidewalks within low-moderate income neighborhoods. The Public Services Department has identified the area along Lime Bay Boulevard between Westwood Boulevard West and Westwood Boulevard East to meet the criteria for the installation of sidewalks as part of the Community Development Block Grant (CDBG) Program Fiscal Year 2013/2014 Annual Action Plan. On July 9, 2014, via Resolution R-2014-75, the City Commission awarded the bid for the CDBG funded Lime Bay Sidewalk Installation Project.

The City Code of Ordinances, Section 20-85, requires the owner of a property to dedicate an easement to the public when there is not sufficient room within the right-of-way for construction of a sidewalk. This situation occurs along the NE corner of Lime Bay Boulevard and Westwood Boulevard West. To comply with the requirements of the City Code, a sidewalk easement should be accepted, approved and executed, to allow legal access to the sidewalk by the public. Approval and execution of this Resolution will allow the Sidewalk Easement to be properly recorded.

Fiscal Impact:

The fiscal impact is minimal; and is limited to the cost of recording the documents with Broward County. The estimated cost, including recordation, document stamps, and courier fees is estimated to be approximately \$150.00.

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 EXECUTE A SIDEWALK EASEMENT WITH LIME BAY CONDOMINIUM, INC. NO. 4, FOR THE LIME BAY SIDEWALK INSTALLATION PROJECT, LOCATED AT THE NE CORNER OF LIME BAY BOULEVARD AND WESTWOOD BOULEVARD WEST AUTHORIZING; DIRECTING THE CITY CLERK TO RECORD SAID DOCUMENT IN THE PUBLIC RECORDS OF BROWARD COUNTY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 20-84 of the City Code, requires the owner of a property to dedicate an easement to the public when there is not sufficient room within the right-of-way for the construction of a sidewalk adjacent to all property abutting a public street; (attached hereto in map form as "Exhibit 1"); and

WHEREAS, there is not sufficient room within the right-of-way at the NE corner of Lime Bay Boulevard and Westwood Boulevard West to construct the required sidewalk for the Lime Bay Sidewalk Installation Project; and

WHEREAS, Lime Bay Condominium, Inc. No. 4, as owner has offered this Sidewalk Easement, attached as "Exhibit 2", herein; and

WHEREAS, Lime Bay Condominium, Inc. No. 4, is providing a non-exclusive Sidewalk Easement over and upon the servient estate for the installation of a sidewalk located at the NE corner of Lime Bay Boulevard and Westwood Boulevard West, a sketch which is attached hereto as "Attachment B" to "Exhibit 2", herein; and

WHEREAS, it is the recommendation of the Director of Public Services that this Sidewalk Easement be accepted, approved, executed and recorded; 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, approve, execute and record this Sidewalk Easement with Lime Bay Condominium, Inc. No. 4, for the Lime Bay Sidewalk Installation Project located at the NE corner of Lime Bay Boulevard and Westwood Boulevard West as required for the construction of sidewalks.

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

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

Section 2: The appropriate City Officials are hereby authorized to accept, and execute this Sidewalk Easement with Lime Bay Condominium, Inc. No. 4, for the Lime Bay Sidewalk Installation Project located at the NE corner of Lime Bay Boulevard and Westwood Boulevard West to allow legal access by the public (a copy of which is attached hereto as "Exhibit 2").

Section 3: The City Clerk is hereby authorized and directed to record said document 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 ____ day of _____, 2014.

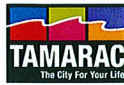
HARRY DRESSLER
MAYOR

ATTEST:

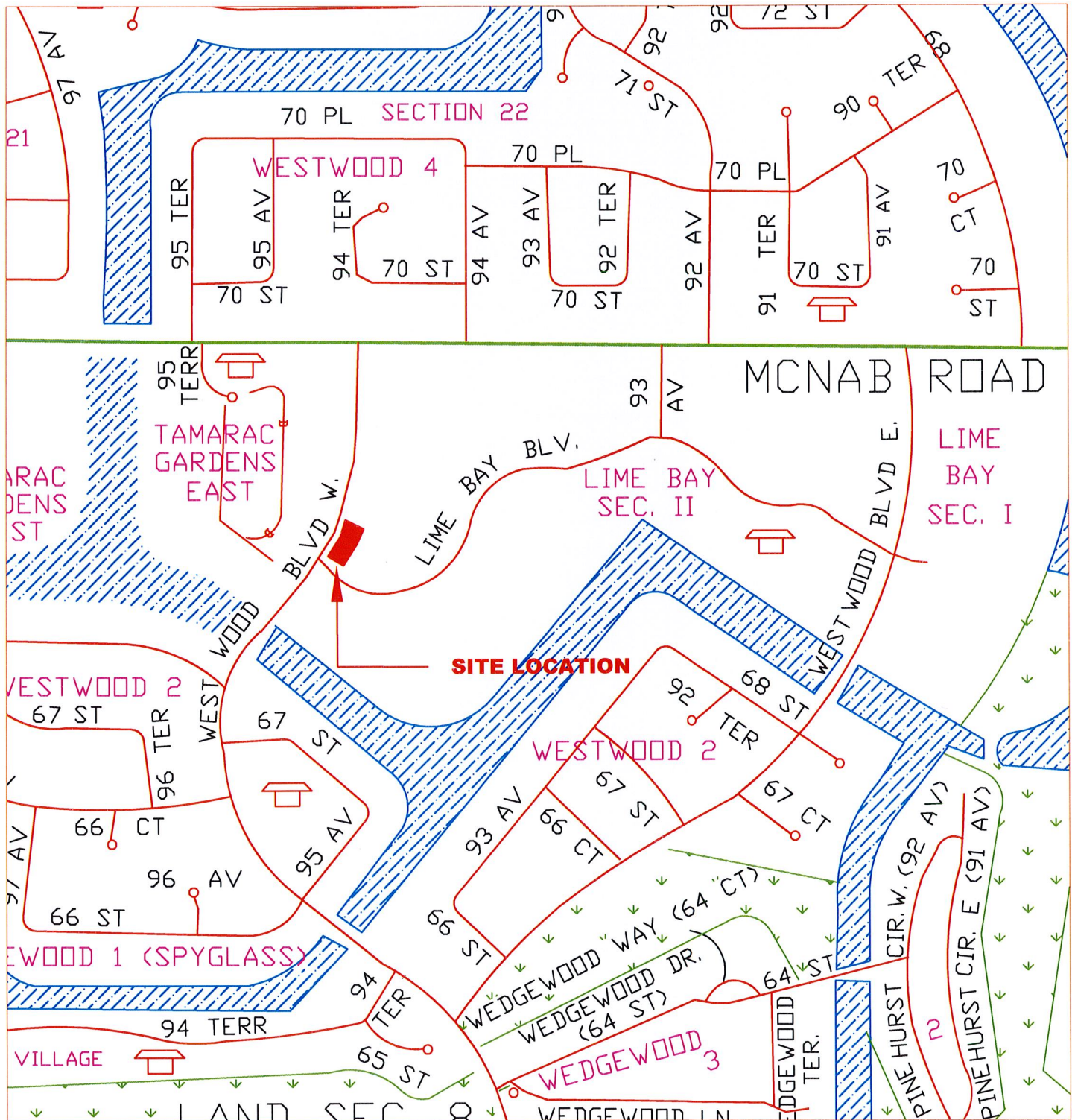
PATRICIA A. TEUFEL, CMC
CITY CLERK

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

SAMUEL GOREN
CITY ATTORNEY

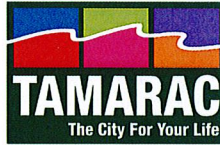


SIDEWALK EASEMENT

TR#12525

REVISIONS				Design By: E.J.V.	Date: 01/22/10	Seal:	LIME BAY SIDEWALK PROJECT <i>EXHIBIT 1</i> CITY OF TAMARAC, BROWARD COUNTY, FLORIDA SEC. 8, TWP. 49, RGE. 41
No.	Date	Remarks	By	Drawn By: E.J.V.	Date: 01/22/10		
				Checked By:	Date:		
				Approved By:	Date:		

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



CITY OF TAMARAC SIDEWALK EASEMENT

FOR: Lime Bay Sidewalk Installation Project
NAME OF PROJECT

This SIDEWALK EASEMENT made this _____ day of _____, 2014, by Lime Bay Condominium, Inc. No. 4., having an address of 9190 Lime Bay Boulevard, Tamarac, FL 33321, (hereinafter "Grantor"), and the City of Tamarac, a municipal corporation of the State of Florida, having an address at 7525 Northwest 88th Avenue, Tamarac, Florida 33321, (hereinafter "Grantee"). (Whenever used herein, the term "Grantor" and "Grantee" shall include the respective successors and assigns of the parties hereto, whenever the context so admits or requires).

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property located in Broward County, more particularly described in Exhibit "A" attached hereto, (hereinafter referred to as "Servient Estate"); and

WHEREAS, Grantor desires to grant unto Grantee a non exclusive sidewalk easement to use a portion of the servient estate, a sketch of which is attached hereto as Exhibit "B" and incorporated by reference herein, (hereinafter "the easement area").

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations paid by each of the parties hereto to the other party, receipt of which is hereby acknowledged by both parties, the parties hereto do hereby grant and agree as follows:

1. Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive sidewalk easement over and upon the servient estate for the installation of a sidewalk.

2. Grantor reserves all rights not herein granted pursuant to this sidewalk easement, including but not limited to, the right of free ingress and egress over and upon the servient estate and to grant further sidewalk easements under, over and on the servient estate; provided that, in no event shall any of the rights herein reserved impede the sidewalk easement herein granted or the exercise of the rights of use thereunder.

3. The provisions of this sidewalk easement shall be binding on the parties hereto and the respective successors and assigns as a covenant running with and binding upon the servient estate.

4. This sidewalk easement shall not be released or altered without consent of the Grantee.

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

ATTEST:

By: Kirby Swanson

Type Name: Kirby Swanson
Corporate Secretary

GRANTOR Lime Bay Condominium Inc. No 4.

By: Marvin Berger

Type Name: Marvin Berger
President

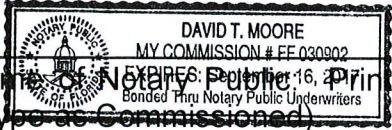
(Corporate Seal)

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 Marvin Berger 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 3rd day of July, 2008 14.

David T. Moore
NOTARY PUBLIC, State of Florida
at Large

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


() Personally known to me, or

(X) Produced Identification

FLDL
Type of I.D. Produced

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

ACCEPTED BY CITY OF TAMARAC
GRANTEE

ATTEST:

By: _____
Michael C. Cernech
City Manager

By: _____
Harry Dressler
Mayor

Date: _____

ATTEST:

By: _____
Patricia Teufel, CMC
City Clerk

By: _____
Michael C. Cernech
City Manager

Date: _____

Approved as to form:

STATE OF FLORIDA :
: SS
COUNTY OF _____:

By: _____
Samuel S. Goren,
City Attorney

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 _____,
200_____.

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 an oath, or () DID NOT take an oath

AFFIDAVIT SHALL BE COMPLETED WHEN MORTGAGEE SIGNATURE IS NOT APPLICABLE

I, Marvin Berger do hereby affirm that I am the President of Lime Bay Condominium, Inc. No. 4. and that I have executed a Sidewalk Easement with the City of Tamarac for the Lime Bay Sidewalk Installation Project and that I am the owner of the property covered by said Sidewalk Easement.

There are no mortgages held on the property, which is the subject of said Sidewalk Easement.

FURTHER AFFIANT SAYETH NOT.

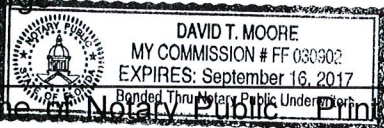
[Signature]
(Signature)

This 3 day of July, 2014.

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 Marvin Berger 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 3rd day of July, 2014.

[Signature]
NOTARY PUBLIC, State of Florida
at Large

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

() Personally known to me, or

(X) Produced Identification

FL DL
Type of I.D. Produced

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

SKETCH AND DESCRIPTION

LEGAL DESCRIPTION:

Exhibit "A"

TR#12525

A PORTION OF LAND LYING WITHIN PARCEL F-4, LIME BAY SECTION TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 82, PG. 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY POINT OF SAID PARCEL F-4, SAID POINT BEING ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE EAST AND TO SAID POINT A RADIAL LINE BEARS NORTH 58°45'21" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CIRCULAR CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 28°54'43" AND AN ARC LENGTH OF 12.62 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST AND TO SAID POINT A RADIAL LINE BEARS NORTH 35°01'17" EAST, SAID POINT BEING THE POINT OF BEGINNING, THE LAST CALL BEING ALONG THE SOUTH LINE OF THE AFORESAID PARCEL F-4; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CIRCULAR CURVE HAVING A RADIUS OF 357.23 FEET, A CENTRAL ANGLE OF 11°47'06" AND AN ARC LENGTH OF 73.48 FEET; THENCE SOUTH 45°10'14" EAST, A DISTANCE OF 25.56 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND TO SAID POINT A RADIAL LINE BEARS SOUTH 27°01'30" WEST, SAID POINT BEING ON THE SOUTH LINE OF THE AFORESAID PARCEL F-4; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CIRCULAR CURVE HAVING A RADIUS OF 144.68 FEET, A CENTRAL ANGLE OF 09°51'46" AND AN ARC LENGTH OF 24.91 FEET; THENCE NORTH 53°06'44" WEST, A DISTANCE OF 53.11 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CIRCULAR CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 55°26'39" AND AN ARC LENGTH OF 24.19 FEET TO THE POINT OF BEGINNING, THE LAST THREE (3) CALLS BEING ALONG THE SOUTH LINE OF SAID PARCEL F-4.

SAID LANDS SITUATE LYING AND BEING IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA. CONTAINING 710 SQUARE FEET MORE OR LESS.

NOTES:

- 1) Bearings shown hereon are based on the South line of Parcel F-4 with an assumed bearing of N 53°06'44" W.
- 2) This Sketch and Description is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
- 3) The undersigned and David & Gerchar, Inc., make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, setback lines, agreements and other matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for rights-of-way and/or easements of record.
- 4) This Sketch and Description consists of two (2) sheets and is not complete without all sheets.

THIS IS NOT A SKETCH OF SURVEY

SHEET 1 OF 2

REVISIONS	DATE	BY	CKD	FB/PG

SIDEWALK EASEMENT

LIME BAY SECTION TWO
(P.B. 82, PG. 30, B.C.R.)



THEODORE J. DAVID FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 5821
DAVID & GERCHAR, INC. LB#6935

SCALE:

N/A

JOB NO:

13-063 SE-W

FB/PG:

N/A

CAD. FILE:

F:\tamarac\Lime Bay

DRAWN BY:

RRM

DATE:

6/16/14

CKD. BY:

TD

PROJ. FILE:

lime boy

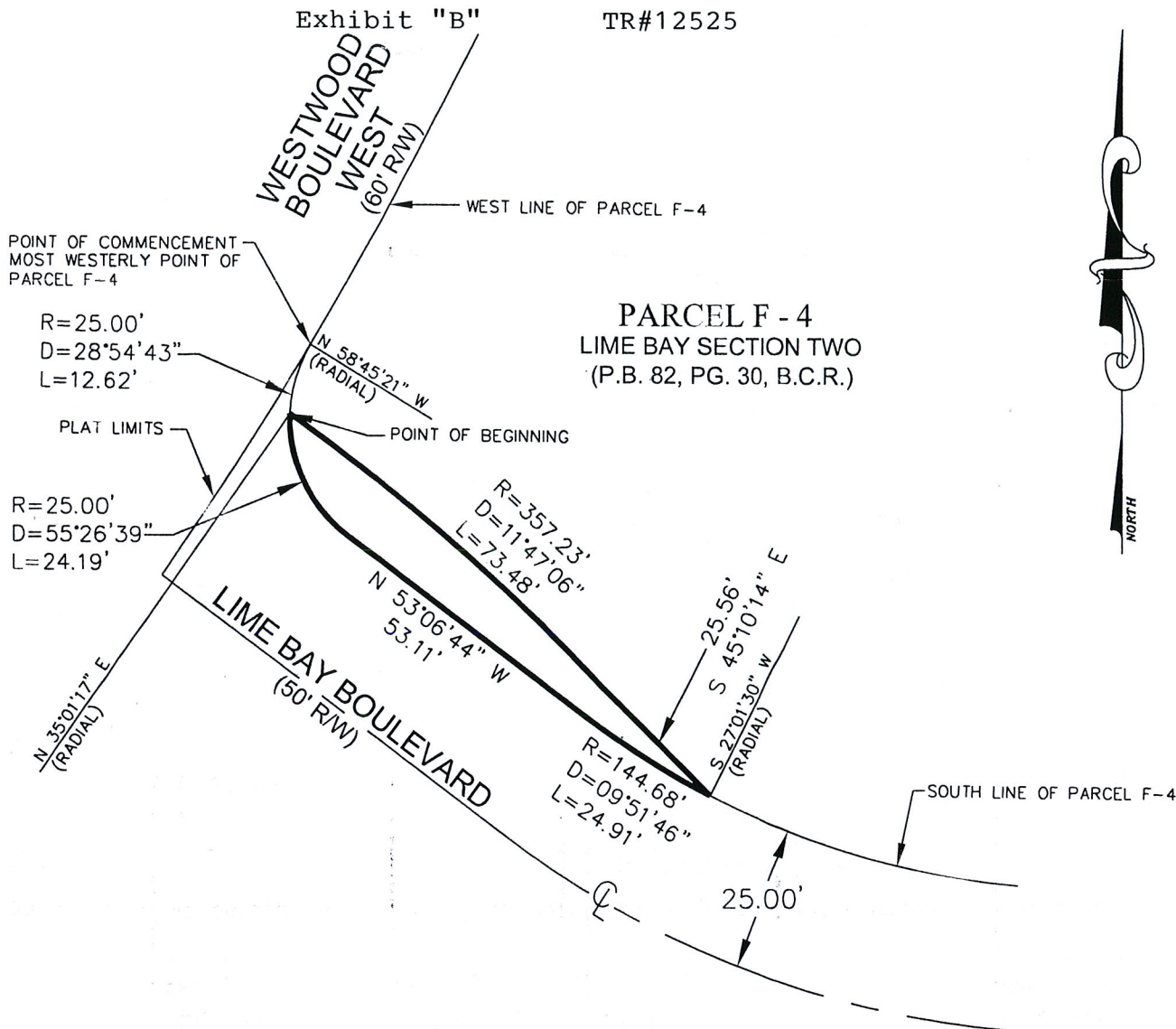
**DAVID &
GERCHAR,**
SURVEYORS AND MAPPERS

12750 N.W. 40th Street, Bay 1
Coral Springs, Florida 33065
(954) 340-4025 • email: ted@davidandgerchar.com

SKETCH AND DESCRIPTION

Exhibit "B"

TR#12525



LEGEND:

PG. PAGE
P.B. PLAT BOOK
O.R.B. OFFICIAL RECORD BOOK
B.C.R. BROWARD COUNTY RECORDS
U.E. UTILITY EASEMENT

THIS IS NOT A SKETCH OF SURVEY

SHEET 2 OF 2

REVISIONS	DATE	BY	CKD	FB/PG

**SIDEWALK
EASEMENT**

LIME BAY SECTION TWO
(P.B. 82, PG. 30, B.C.R.)

SCALE:

1" = 30'

FB/PG:

N/A

DRAWN BY:

RRM

CKD. BY:

TD

JOB NO:

13-063 SE-W

CAD. FILE:

F:\tamarac\Lime Boy

DATE:

6/16/14

PROJ. FILE:

lime boy

**DAVID &
GERCHAR, INC.**
SURVEYORS AND MAPPERS



12750 N.W. 40th Street, Bay 1
Coral Springs, Florida 33065
(954) 340-4025 • email: ted@davidandgerchar.com



Title - TO2301 - Amendment to Zoning Code for Special Exceptions

An Ordinance of the City Commission of the City of Tamarac, Florida amending Chapter 24 of the City's Code of Ordinances, entitled "Zoning" by amending Article IV, entitled "Exceptions and Modifications" by specifically amending Section 24-546 entitled "Purpose", amending Section 24-547 entitled "Applicability", amending Section 24-548 entitled "Enumerated Generally", to provide for substantive Special Exception standards and creating Section 24-548(c) to provide for supplemental site development standards for public and private elementary, middle and high schools in conformity with the City of Tamarac Comprehensive Plan; providing for codification; providing for conflicts; providing for severability and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
 TO2301-Memo	8/21/2014	Cover Memo
 TO2301 - Ordinance	8/21/2014	Ordinance

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
COMMUNITY DEVELOPMENT**

**TO: Michael Cernech,
City Manager**

DATE: August 12, 2014

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

**RE: Amendment to Zoning Code to
Establish Special Exception
Standards and Supplemental
Regulations for Schools**

Temp. Ordinance No. 2301

Recommendation: The Director of Community Development recommends that the Mayor and City Commission adopt on First Reading the proposed text amendments to Chapter 24, Article IV of the City's Code of Ordinances, entitled "Exceptions and Modifications", at its August 27th, 2014 meeting and on Second Reading at its September 10th, 2014 meeting.

Issue: The current City Code dealing with special exceptions standards is ineffective and does not provide for substantive review criteria that can be used by staff to effectively evaluation special exception applications.

Background: The City's Land Development Regulations and specifically, the subject provision were adopted in 1975. Since the adoption of the Code, over thirty nine (39) years ago, much has changed in the community with a significant amount of growth and infill development. The amendment will ensure the Code's consistency with the goals, policies and objectives of the City's 2007 Comprehensive Plan, specifically policy 10.8 concerning the compatibility of nonresidential uses to existing and future residential areas. These revised standards will also enable staff to evaluate applications, including special exceptions, and allow for the application of new measures that allow for a true assessment as to whether certain applications impact compatibility, safety, public health, comfort and the welfare of the community.

The Community Development Department therefore proposes to amend Chapter 24, of the City Code of Ordinances to revise the special exception review standards to evaluate special exception applications and establish supplemental site development standards for private and public elementary, middle and high schools in conformity with the City's Comprehensive Plan.

The proposed changes replaces three (3) application review standards with a total of six (6) substantive review standards for the evaluation of special exception applications. In addition, to address the compatibility issue surrounding the recent proliferation of schools in the City, a supplemental standards provision was created to provide for additional standards to be applied specifically to public and private elementary, middle and high schools to effectively safeguard existing, and future residential properties while removing schools from within our commercial strip plazas.

City Manager
Temp. Ord. No. 2301
August 12, 2014

Analysis: The following summarizes the proposed changes in the Legislative Draft Ordinance (attached):

Section 24-546. Purpose - This portion of the proposed ordinance adds language that supplements the existing purpose of the provision and further defines special exceptions as permitted uses that requires individualize review based on potential or cumulative impacts on surrounding neighborhoods. It further allows for the imposition of conditions of approval and clearly allows staff to recommend denial of an application if concerns cannot be resolved.

Section 24-547. Applicability – This section of existing code was amended to further clarify the requirement of special exception approval for all uses listed as such.

Section 24-548. Enumerated generally – The following standards for approval were added to this section to be used as criteria for staff in the evaluation of special exception applications. These six (6) standards replaced the three (3), and are more consistent with standards that you might find in other jurisdictions.

- The proposed use is compatible with the existing natural environment and community character of the properties within the immediate neighborhood.
- The proposed use is deemed desirable for public convenience, and not injurious or otherwise detrimental to the public health, safety, comfort and welfare.
- The design of the proposed use shall minimize adverse effects, including noise, light, dust or other potential nuisances, of the proposed use on adjacent property through the use of building orientation, setbacks, buffers, landscaping and other design criteria consistent with the City regulations to the greatest extent possible.
- There are adequate parking areas and off street truck loading spaces (if applicable) consistent with the parking requirements of the Code and the layout of the parking and vehicular use areas is convenient and conducive to safe operation consistent with the City standards to the greatest extent possible.
- That there will be adequate provisions for traffic movement both vehicular and pedestrian internal to the use and adequate measure exist or shall be taken to provide ingress and egress to the proposed use, for both vehicles and pedestrian, in a manner that minimizes traffic congestion in the public streets, and the use may not result in a significantly greater amount of traffic on local streets than would result from a development permitted by right.
- That the land area is sufficient, appropriate and adequate for the use and for any reasonable anticipated expansion thereof.

Section 24-548(c) – Supplemental Standards – The provision is new and is created to provide for additional supplemental standards for private and public elementary, middle and high

City Manager
Temp. Ord. No. 2301
August 12, 2014

schools seeking relief through the special exception process. In addition to the six (6) standards above, an application for school must also demonstrate compliance to the following:

- Provide freestanding single use structure(s) unless school is accessory to a library, community service, museum, performing arts, theater, cinema, church, Florida college system institution, college or university.
- Provide a minimum lot size of 3 acres
- Provide a student drop off area for a motorist that is dedicated to drop off activities and will not interfere with onsite parking. The appropriate length and dimensions of the drop off area shall be identified in the traffic study.

Summary of Recommendation: Staff recommends that the Mayor and City Commission adopt on First Reading the proposed text amendments to the City's Code of Ordinances. The proposed exceptions and modifications code amendment is consistent with City of Tamarac Comprehensive Plan Future Land Use Element Policy 10.8, by providing criteria to assess whether nonresidential land uses are located in a manner compatible with adjacent land uses so as not to adversely affect health, safety, welfare and aesthetics of existing or future residential areas. In addition, the proposed code amendment also supports the City's Strategic Goal #5 "A Vibrant Community" by addressing the regulation of nonresidential uses and its effect on the community.

Fiscal Impact: There will be no direct budgetary impact.

Maxine A. Calloway,
Director of Community Development

MAC/alg

Attachment: Temporary Ordinance No. 2301/ Legislative Draft Ordinance

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. 2014 - _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AMENDING CHAPTER 24 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "ZONING" BY AMENDING ARTICLE IV, ENTITLED "EXCEPTIONS AND MODIFICATIONS" BY SPECIFICALLY AMENDING SECTION 24-546 ENTITLED "PURPOSE", AMENDING SECTION 24-547 ENTITLED "APPLICABILITY", AMENDING SECTION 24-548 ENTITLED "ENUMERATED GENERALLY", TO PROVIDE FOR SUBSTANTIVE SPECIAL EXCEPTION STANDARDS AND CREATING SECTION 24-548(C) TO PROVIDE FOR SUPPLEMENTAL SITE DEVELOPMENT STANDARDS FOR PUBLIC AND PRIVATE ELEMENTARY, MIDDLE AND HIGH SCHOOLS IN CONFORMITY WITH THE CITY OF TAMARAC COMPREHENSIVE PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac (the "City") seeks to amend its regulations to establish additional substantive criteria and development standards for the review of uses that are subject to a special exception process; and

WHEREAS, Policy 10.8 of the Comprehensive Plan requiring nonresidential land uses to be located in a manner compatible with adjacent land uses so as not to adversely affect the health, safety, welfare, or aesthetics of existing or future residential areas is not present as a special exception review standard in the existing Code; and

WHEREAS, the existing special exception review standards outlined in the Code are inadequate and do not effectively safeguard nonresidential uses from encroaching into existing and future residential communities; and

WHEREAS, the City recognizes the need for substantive special exception review standards for all uses subject to a special exception process and supplemental development standards for public and private elementary, middle and high schools

consistent with the Policies and Objectives of the City's Comprehensive Plan; and

WHEREAS, the City Commission finds that amending the Code to establish additional substantive special exception review criteria and providing for supplemental development standards for public and private elementary, middle and high schools protect the public health, safety, and general welfare of the City and is in the best interests of the citizens and residents of the City of Tamarac.

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

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

SECTION 2. Chapter 24, Article IV, Section 24-546 entitled "Purpose" of the City of Tamarac Code of Ordinances is hereby amended as follows:

Sec. 24-546. Purpose.

The purpose of the special exception is to provide for certain uses which cannot be well adjusted to their environment in particular locations and to offer full protection to surrounding properties by rigid application of the 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, to require the exercise of planning judgment on their location and site plan. Special exceptions are permitted uses in their respective zoning districts that require individualized review due to the potential individual or cumulative impacts that they may have on the surrounding area or neighborhood. The review process allows the imposition of conditions to mitigate identified concerns or to deny the use if concerns cannot be resolved.

SECTION 3. Chapter 24, Article IV, Section 24-547 entitled “Applicability” of the

City of Tamarac Code of Ordinances is hereby amended as follows:

Sec. 24-547. Applicability.

Special exception approval is required for all uses listed as requiring special exception approval in the zoning districts and for any business use not specifically enumerated or similar to any one of the categories listed in Article III. The regulations set forth in this article qualify or supplement the district regulations appearing elsewhere in this chapter.

SECTION 4. Chapter 24, Article IV, Section 24-548 entitled “Enumerated generally”

of the City of Tamarac Code of Ordinances is hereby amended as follows:

Sec. 24-548. Enumerated generally.

(a) 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 ~~and~~ other applicable regulations for the uses in the district in which the special exception is located unless otherwise specified in this article. If any criteria for a special exception is found by a court of competent jurisdiction to be inadequate, the legislative intent is for that use to be prohibited in the district for which special exception approval had previously been required.

(b) Standards for approval. ~~Any use that seeks relief by a special exception must ensure the following actions are completed or are proposed to be completed~~ Applications for special exceptions shall demonstrate compliance with the following standards through a site plan revision and the provision of a traffic report by a registered traffic engineer (if applicable), or building permit prior to consideration ~~approval by the planning board city commission:~~

- (1) The proposed use is compatible with the existing natural environment and community character of the properties within the immediate neighborhood. ~~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~~

- (2) The proposed use is deemed desirable for public convenience, and not injurious or otherwise detrimental to the public health, safety, comfort and welfare. All vehicular use areas shall be 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.
- (3) The design of the proposed use shall minimize adverse effects, including noise, light, dust or other potential nuisances, of the proposed use on adjacent property through the use of building orientation, setbacks, buffers, landscaping and other design criteria consistent with the City regulations to the greatest extent possible. entire site shall be void of any pre-existing code violations
- (4) There are adequate parking areas and off street truck loading spaces (if applicable) consistent with the parking requirements of the Code, and the layout of the parking and vehicular use areas is convenient and conducive to safe operation consistent with the City standards to the greatest extent possible..
- (5) That there will be adequate provisions for traffic movement, both vehicular and pedestrian internal to the use and adequate measures exist or shall be taken to provide ingress and egress to the proposed use, for both vehicles and pedestrian, in a manner that minimizes traffic congestion in the public streets, and the use may not result in a significantly greater amount of traffic on local streets than would result from a development permitted by right.
- (6) That the land area is sufficient, appropriate and adequate for the use and for any reasonably anticipated expansion thereof.

(c) Supplemental standards. Any public or private elementary, middle or senior high school that seeks relief by a special exception shall demonstrate compliance with Sec. 24-548(b) and the following supplemental standards.

- (1) Provide freestanding single use structure(s) unless the school is accessory to a library, community service, museum, performing arts, theater, cinema, church, Florida college system institution, college or university facilities.
- (2) Provide a minimum lot size of 3 acres.
- (3) Provide a student drop off area for motorists that is dedicated to drop off activities and will not interfere with onsite parking. The appropriate length and dimensions of the drop off area shall be identified in the traffic study.

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

SECTION 6. Conflicts. That all Ordinances or parts of Ordinances, Resolutions or parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

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

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

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED, FIRST READING this _____ day of _____, 2014.

PASSED, SECOND READING this _____ day of _____, 2014.

ATTEST: BY: _____
MAYOR HARRY DRESSLER

PATRICIA TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1ST Reading

MAYOR DRESSLER	_____
DIST 1: COMM BUSHNELL	_____
DIST 2: V/M GOMEZ	_____
DIST 3: COMM. GLASSER	_____
DIST 4: COMM. PLACKO	_____

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

RECORD OF COMMISSION VOTE: 2ND Reading

MAYOR DRESSLER	_____
DIST 1: BUSHNELL	_____
DIST 2: V/M GOMEZ	_____
DIST 3: COMM. GLASSER	_____
DIST 4: COMM. PLACKO	_____



SAMUEL S. GOREN,
CITY ATTORNEY



Title - TO2305 - Code Amendment - B-1 Zoning District

An Ordinance of the City Commission of the City of Tamarac, Florida amending Chapter 24 of the City's Code of Ordinances, entitled "Zoning" by amending Article III, entitled "District Regulations", Division 19 entitled "Business and Commercial Uses Master List" by specifically amending Section 24-434 entitled "Permitted Uses Master List", to prohibit elementary, middle or senior high schools, public and private in the City's B-1 (Neighborhood Business) zoning district in conformity with the City of Tamarac Land Development Regulations and Comprehensive Plan; providing for codification; providing for conflicts; providing for severability and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
 TO2305 - Memo	8/21/2014	Cover Memo
 TO2305 - Ordinance	8/21/2014	Ordinance

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
COMMUNITY DEVELOPMENT**

**TO: Michael Cernech,
City Manager**

DATE: August 12, 2014

**FROM: Maxine Calloway
Community Development Director**

**RE: Amendment to Zoning Code to
Prohibit Elementary, Middle and
Senior High Schools, Public or
Private in B-1 (Neighborhood
Business District)**

Temp. Ordinance No. 2305

Recommendation: The Director of Community Development recommends that the Mayor and City Commission adopt on First Reading the proposed text amendments to Chapter 24, Article III of the City's Code of Ordinances, entitled "Permitted Uses Master List", at its August 27th, 2014 meeting and on Second Reading at its September 10th, 2014 meeting.

Issue: The City's existing Code is outdated and inconsistent with the City's Comprehensive Plan relative to the siting of schools. The siting of schools in all the City's business districts including the neighborhood business zoning district is excessive and inconsistent with the intent of the Comprehensive Plan.

Background: The Land Development Regulations and specifically, the subject provision were adopted in 1975 with subsequent piecemeal code revisions to the current time. Since the adoption of the Code, over thirty nine (39) years ago, much has changed in the community with a significant amount of growth and infill development. This amendment will facilitate the consistency of the Code with the goals, policies and objectives of the City's 2007 Comprehensive Plan. Uses allowed in certain zoning districts that currently exist are not appropriate to the current built environment. The proposed change will address current conditions regarding our residential communities and the specific use of schools in close proximity to those communities.

Schools are currently allowed in all the City's business districts. The proposed amendment to Chapter 24, Section 24-434, "Permitted Uses Master List" of the City's Code of Ordinances is for the purpose of prohibiting the use of elementary, middle or senior high schools, public or private, within the B-1 (Neighborhood Business) zoning district. There are twelve (12) public or private schools within the City of Tamarac. Currently, there is only one (1) private school within a B-1 zoning district. It is the Rohr Bais Chaya Academy School located at 8100 University Drive. Further, this amendment does not impact the availability of schools or the ability for new schools to collocate into our community. In fact, public and private elementary, middle and high schools are currently allowed by virtue of a special exception in all the other business districts (B-2, B-2, B-5 and B-6). As such, the impact of this legislation on existing and future siting of new schools within the City is diminutive.

Analysis: The following summarizes the proposed change in the Legislative Draft Ordinance (attached):

The purpose of the B-1 neighborhood Business District (Section 24-326, Purpose) as a neighborhood business center district is intended primarily to meet the neighborhood shopping and service needs of surrounding residential areas. The B-2 (Planned Community Business), B-3 (General Business), B-5 (Limited Business) and B-6 (Business) zoning districts allows public and private elementary, middle and high schools as a special exception use and are suitable and more appropriate for the siting of schools. The B-1 zoning district, due to its neighbor character and purpose is not suitable for the siting of public or private elementary, middle and high schools.

Additionally, Policy 10.8 of the Comprehensive Plan requires nonresidential land uses to be located in a manner compatible with adjacent land uses so as not to adversely affect the health, safety, welfare, or aesthetics of existing or future residential areas.

Summary of Recommendation: Staff recommends that the Mayor and City Commission adopt on First Reading the proposed text amendments to the City's Code of Ordinances. The proposed code amendment is consistent with City of Tamarac Comprehensive Plan Future Land Use Element Policy 10.8 by ensuring that nonresidential land uses are located in a manner compatible with adjacent land uses so as not to adversely affect the health, safety, welfare, or aesthetics of existing or future residential areas. In addition, the proposed code amendment also supports the City's Strategic Goal #5 "A Vibrant Community" by addressing the regulation of nonresidential uses and its effect on the community.

Fiscal Impact: There will be no direct budgetary impact.

Maxine A. Calloway,
Director of Community Development

MAC

Attachment: Temporary Ordinance No. 2305/ Legislative Draft Ordinance

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. 2014 - _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AMENDING CHAPTER 24 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "ZONING" BY AMENDING ARTICLE III, ENTITLED "DISTRICT REGULATIONS", DIVISION 19 ENTITLED "BUSINESS AND COMMERCIAL USES MASTER LIST" BY SPECIFICALLY AMENDING SECTION 24-434 ENTITLED "PERMITTED USES MASTER LIST", TO PROHIBIT ELEMENTARY, MIDDLE OR SENIOR HIGH SCHOOLS, PUBLIC AND PRIVATE IN THE CITY'S B-1 (NEIGHBORHOOD BUSINESS) ZONING DISTRICT IN CONFORMITY WITH THE CITY OF TAMARAC LAND DEVELOPMENT REGULATIONS AND COMPREHENSIVE PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac (the "City") seeks to amend its Code of Ordinances to prohibit elementary, middle or senior high schools, public or private from locating in the City's B-1 zoning district; and

WHEREAS, Section 24-326, of the City's Code of Ordinances describes the purpose of the B-1 Neighborhood Business District as a neighborhood business center district intended primarily to meet the neighborhood shopping and service needs of surrounding residential areas; and

WHEREAS, Policy 10.8 of the City's Comprehensive Plan requires nonresidential land uses to be located in a manner compatible with adjacent land uses so as not to adversely affect the health, safety, welfare, or aesthetics of existing or future residential areas; and

WHEREAS, the B-1 zoning district, due to its neighborhood character, and purpose, is not suitable for the siting of public or private elementary, middle, and high schools; and

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

WHEREAS, the B-2, B-3, B-5 and B-6 zoning districts allow for both public and private elementary, middle, and high schools as a special exception use, and are suitable and more appropriate for the siting of schools; and

WHEREAS, the City Commission finds that amending the Code to prohibit the use of public or private elementary, middle, or high schools in the City's B-1 zoning district protects the public health, safety, and general welfare of the City, and is in the best interests of the citizens and residents of the City of Tamarac.

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

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

SECTION 2. Chapter 24, Article III, Division 19, Section 24-434 entitled "Permitted Uses Master List" of the City of Tamarac Code of Ordinances is hereby amended to read as follows:

Sec. 24-434. Permitted Uses Master List.

- (a) "P" indicates that the use is allowable by right, subject to the standards of the Code of Ordinances;
- (b) "SE" indicates that the use is a special exception ("SE") that may be allowed in the district; and
- (c) A "blank space" indicates that the use is prohibited.

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

CATEGORY/USE	B-1 Neighborhood Business	B-2 Community Business	B-3 General Business	B-5 Limited Business	B-6 Business	MXD Mixed Use
<i>Public and institutional</i>						
Churches and places of worship	P	P	P			
College or university, public or private		P	P			
Governmental uses	P	P	P	P	P	P
Hospital, public or private		P	P	P	P	
Post office	P	P	P	P	P	P
Post office, accessory	P	P	P			P
Satellite college or university		P	P			
Elementary, middle or senior high schools, public and private	SE	SE	SE	SE	SE	SE

SECTION 3. Codification. It is the intention of the City Commission of the City of Tamarac that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Tamarac, Florida.

SECTION 4. Conflicts. That all Ordinances or parts of Ordinances, Resolutions or parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 5. Severability. Should any section, provision, paragraph, sentence, clause or word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this Ordinance.

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

SECTION 6. Effective Date. This Ordinance shall become effective upon adoption.

PASSED, FIRST READING this ____ day of _____, 2014.

PASSED, SECOND READING this ____ day of _____, 2014.

ATTEST: BY: _____
MAYOR HARRY DRESSLER

PATRICIA TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1ST Reading

MAYOR DRESSLER	_____
DIST 1: COMM BUSHNELL	_____
DIST 2: V/M GOMEZ	_____
DIST 3: COMM. GLASSER	_____
DIST 4: COMM. PLACKO	_____

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

RECORD OF COMMISSION VOTE: 2ND Reading

MAYOR DRESSLER	_____
DIST 1: BUSHNELL	_____
DIST 2: V/M GOMEZ	_____
DIST 3: COMM. GLASSER	_____
DIST 4: COMM. PLACKO	_____

SAMUEL S. GOREN
CITY ATTORNEY