



## **CITY OF TAMARAC CITY COMMISSION WORKSHOP**

**Conference Room 105  
Monday, November 6, 2023  
10:00 AM**

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### **Call to Order**

### **Roll Call**

**Pledge of Allegiance: Mayor Michelle Gomez**

### **1. Agenda**

- 1.a Locally Funded Agreement between the City of Tamarac and FDOT  
*Presented by C. Bryan Wilson, KCI Technologies Inc. for FDOT / Maxine Calloway, Community Development Director***
- 1.b Discussion and Consensus on Artist Design for Fire Station #15 Public Art Installation  
*Presented by George Gadson, Public Art Administrator /Maher Mansour, Community Development Assistant Director***
- 1.c Discussion on retaining The Ferraro Law Firm to represent the City of Tamarac in a water polluting litigation against 3M and Dupont/Chemours  
*Presented by Hans Ottinot, City Attorney***
- 1.d Discussion on Commission Initiative Funds  
*Presented by Levent Sucuoglu, City Manager***
- 1.e Discussion and Consensus on the elements for the Sabal Palm Park Improvement  
*Presented by Melissa Petron, Assistant Director of Parks & Recreation.***
- 1.f Woodlands Development Agreement  
*Presented by Maxine Calloway, Community Development Director***

### **Adjournment**

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 Workshop.

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 the 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 by dialing 7-1-1.

**CITY COMMISSION WORKSHOP AGENDA ITEM REPORT**

**DATE:** November 6, 2023

**SUBMITTED BY:** Collette Tibby

**ITEM TYPE:** Other

**AGENDA SECTION:** Agenda

**TITLE:** Locally Funded Agreement between the City of Tamarac and FDOT  
*Presented by C. Bryan Wilson, KCI Technologies Inc. for FDOT / Maxine Calloway, Community Development Director*

**ATTACHMENTS:**

[Tamarac Commission Meeting - 11-2-23.pptx](#)



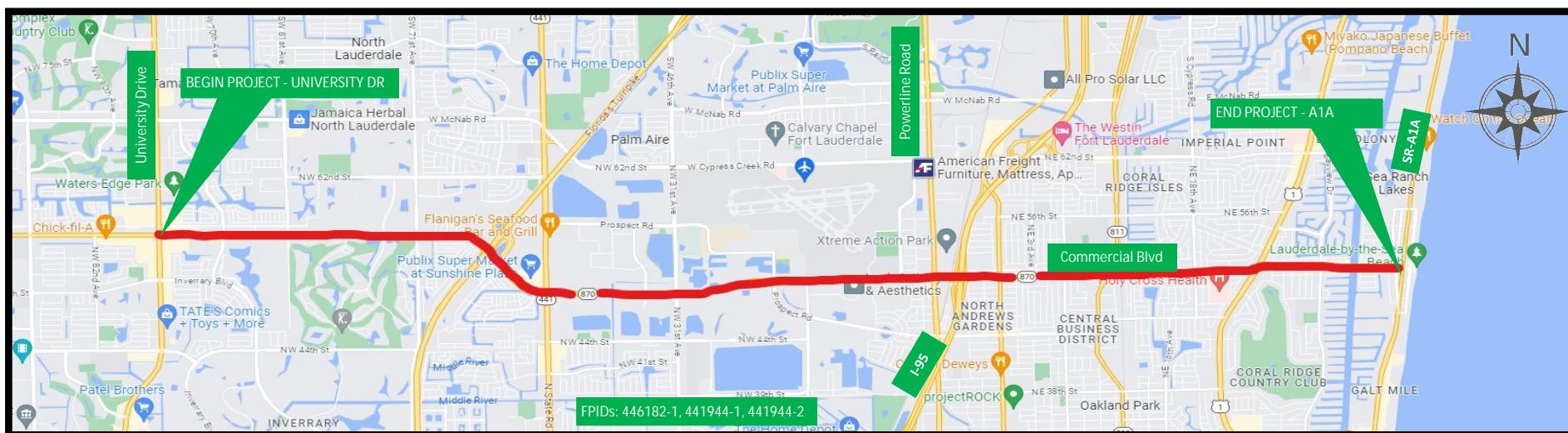
## **SR-870/Commercial Blvd**

**From University Drive to SR A1A**

**Financial Project IDs: 446182-1-52-01, 441944-1-52-01, 441944-2-52-01**



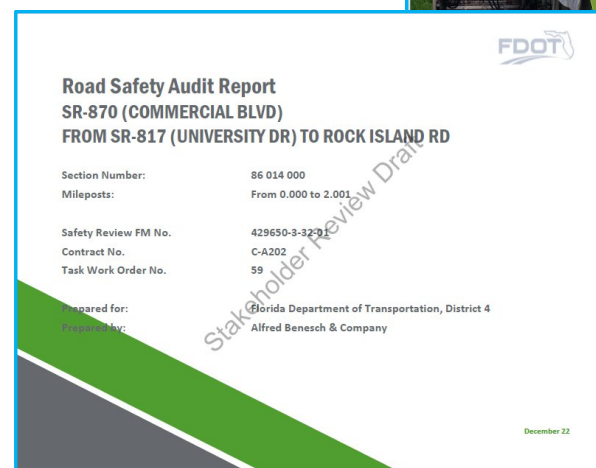
# Project Location



# Project Overview and Background

## Background

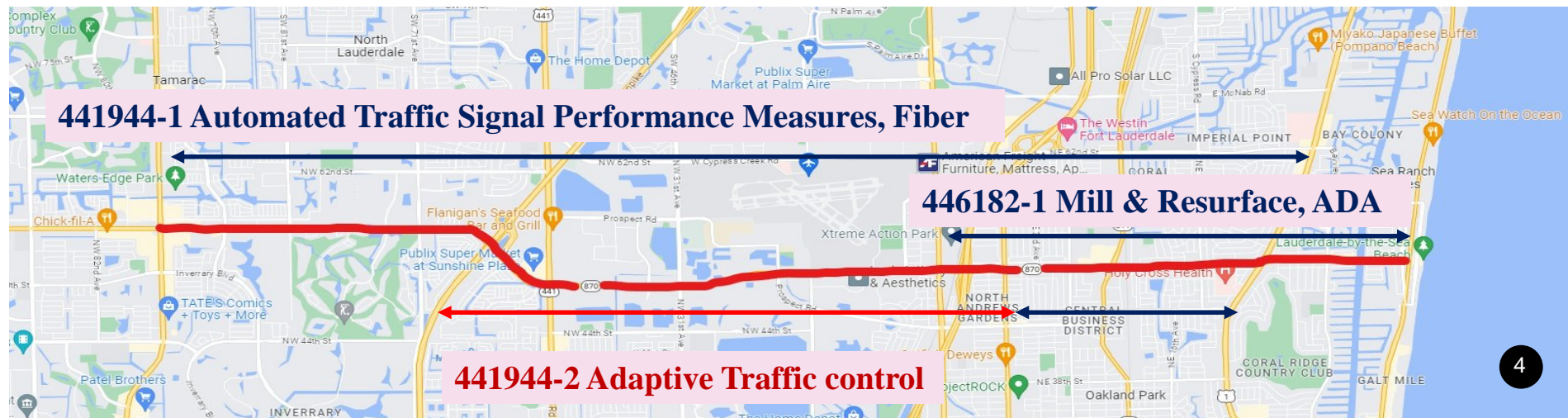
- 2014 Adaptive Signal Feasibility Study
  - Identified High Crash Locations and adaptive traffic signal control system as potential countermeasure
- 2022 Road Safety Audit
  - Requested by Lauderdale and Tamarac
  - Recommended Signal Improvements at Woodlands Blvd.
- 2022 Pedestrian Safety Study
  - Recommended NE 26<sup>th</sup> Ave Midblock Crossing
- Project Purpose:
  - Address vehicular and pedestrian safety issues
  - Extend Service life of roadway pavement
  - Upgrade signalization throughout corridor
  - Integrate new Intelligent Transportation Systems
  - Implement Adaptive Traffic Control and Automated Signal Performance Measures









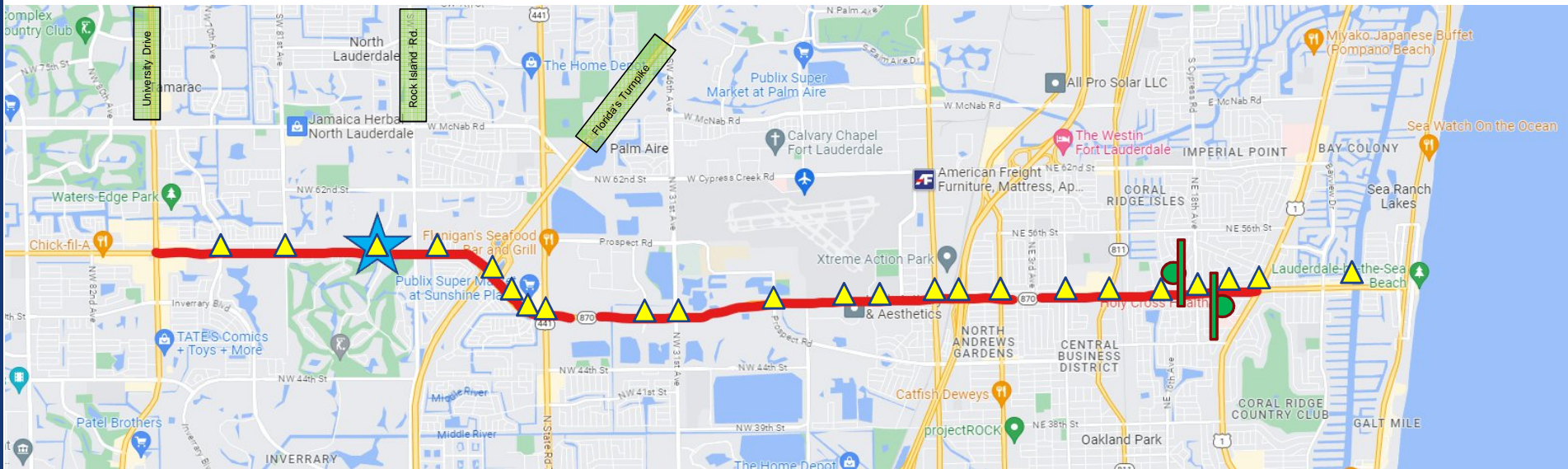
# Project Overview and Background

- 3 Projects Funded – Financial Project Id's:
  - 446182-1-52-01 - Milling and Resurfacing
  - 441944-1-52-01 - Intelligent Transportation Systems (ITS), Automated Signal Performance Measures, Adaptive Traffic Signal Control (ATSC), New 288ct Fiber
  - 441944-2-52-01 – Safety Improvements / Adaptive Traffic Signal Control (Rock Island Rd. to Andrews Ave)
- City of Tamarac Locally Funded Agreement (LFA) participation
  - Developer Funds - New Fiber, Automated Signal Performance, Mast Arm Signal at Woodlands Blvd.
- Broward County Locally Funded Agreement (LFA) participation
  - Scope – New Fiber, Adaptive Traffic Signal Control from Rock Island Rd to US-1




# Proposed Improvements

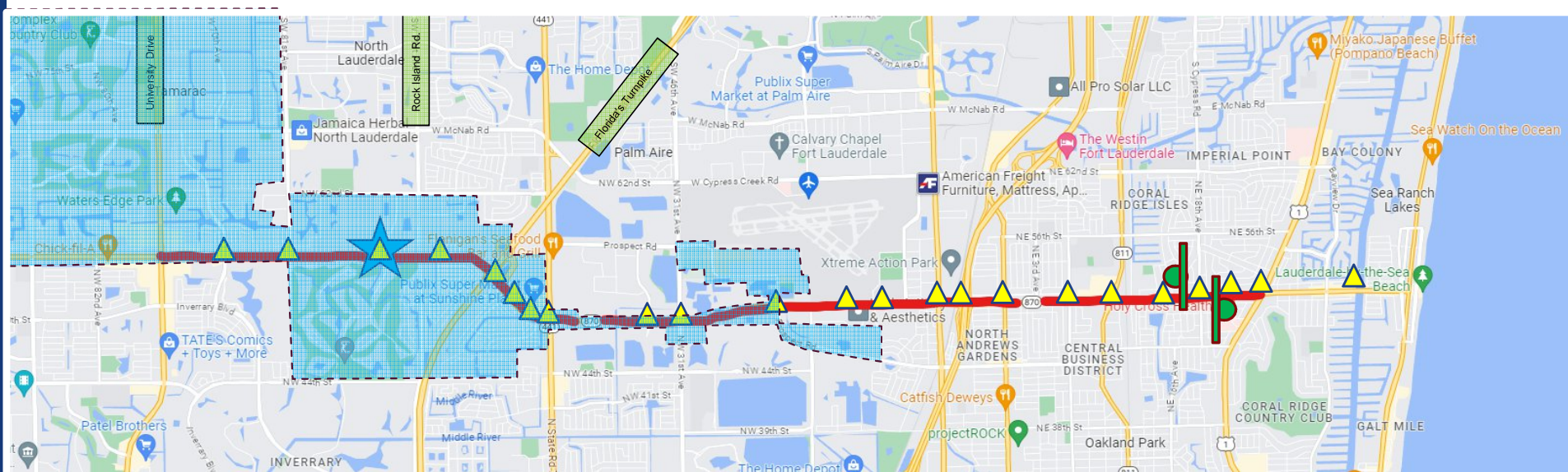
- Intelligent Transportation Systems infrastructure deployment
- Adaptive traffic signal upgrades and installation of new fiber and conduit from Rock Island Road to Andrews Avenue.
- New CCTV Cameras  and New DMS Signs 
- New 288ct fiber and conduit 
- Replace Span Wire Signal with Mastarms – Woodlands Blvd. 





# Proposed Improvements

- City Limits of Tamarac 
  - In Partnership with City
    - Fiber optic infrastructure was extended from Rock island to University Drive
    - 2022 Road Safety Audit was performed, resulting in protected left turn and mast arm at Woodlands)
    - Local funded agreement Woodlands Development project will provide a pro-rata contribution towards the implementation of the ATMS project between Rock island and SR-7/US 441.



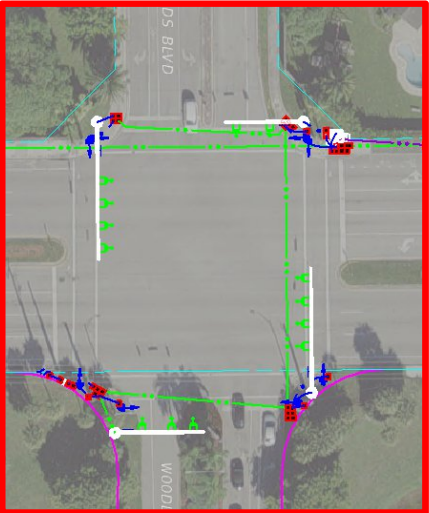
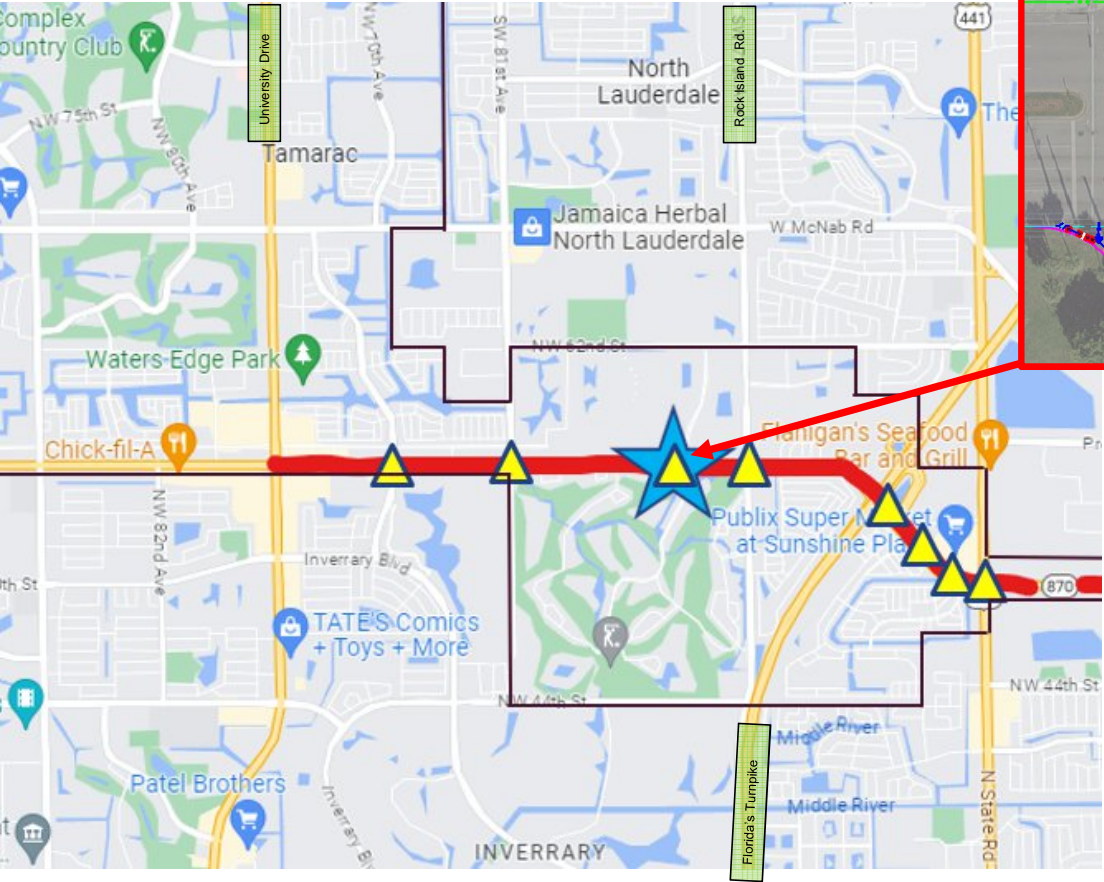
# Proposed Improvements

	Rock Island	Turnpike	US441
Increased Traffic delay per intersection	14.70%	6.90%	6.70%
Average percent impact	9.40%		

Local funded agreement for Woodlands Development project contribution was calculated based on anticipated % increase in vehicle delay.

	% Share (AM & PM Avg)	% Share Used LRE 1 <sup>1</sup>	Total Cost LRE 1	Pro Rata Share LRE 1	% Share Used LRE 2 (Avg of All Intersections)	Total Cost LRE 2	Pro Rata Share LRE 2
Rock Island Road & Commercial Blvd	14.7%	14.7%	\$ 184,472.68	\$ 27,117.48	9.4%	\$ 311,432.15	\$ 29,378.43
NW 50th Terrace & Commercial Blvd		10.8%	\$ 119,812.04	\$ 12,939.70			
NW 49th Avenue & Commercial Blvd		10.8%	\$ 119,812.04	\$ 12,939.70			
FL Turnpike Ramps & Commercial Blvd	6.9%	6.9%	\$ 119,812.04	\$ 8,267.03			
NW 47th Terrace & Commercial Blvd		6.8%	\$ 119,812.04	\$ 8,147.22			
Mainlands Drive & Commercial Blvd		6.8%	\$ 119,812.04	\$ 8,147.22			
US 441/SR 7 & Commercial Blvd	6.7%	6.7%	\$ 119,812.04	\$ 8,027.41			
	0			\$ 85,585.76			\$ 29,378.43
Woodlands Pro Rata Share:						\$ 114,964.19	

# Proposed Improvements



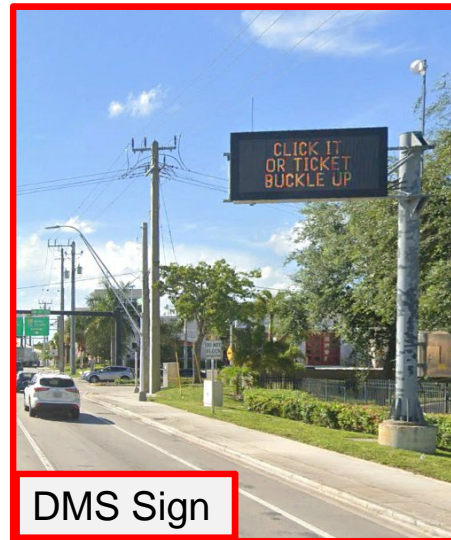


# Proposed Improvements

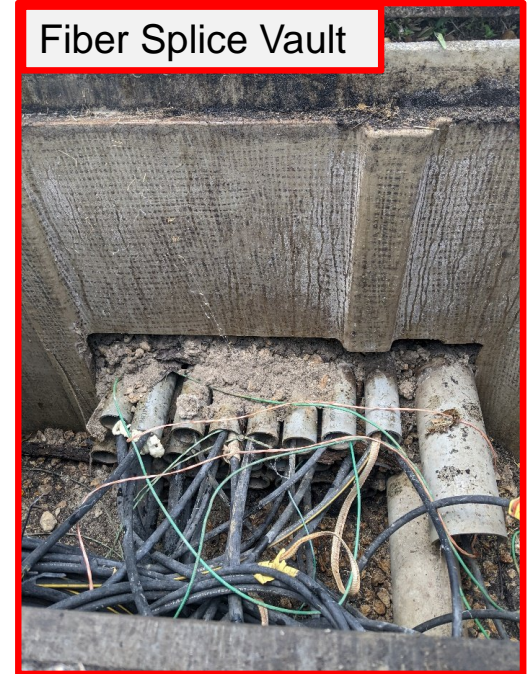
CCTV Camera



DMS Sign



Fiber Splice Vault



# Project Schedule

- **Construction Start Date: Summer 2024**
- **Anticipated Completion: Spring 2026**



# Project Cost

- **Construction Total Cost Estimate: \$15.3 million**
  - 446182-1-52-01 = \$7,975,878.15
  - 441944-1-52-01 = \$3,826,786.69
  - 441944-2-52-01 = \$3,454,395.18
- **Broward County LFA contribution**
  - 441944-1-52-01 = \$1,847,485
- **City Of Tamarac LFA Contribution**
  - 441941-1-52-01 = \$114,964.14

**CITY COMMISSION WORKSHOP AGENDA ITEM REPORT**

**DATE:** November 6, 2023

**SUBMITTED BY:** Collette Tibby

**ITEM TYPE:** Other

**AGENDA SECTION:** Agenda

**TITLE:** Discussion and Consensus on Artist Design for Fire Station  
#15 Public Art Installation  
*Presented by George Gadson, Public Art Administrator  
/Maher Mansour, Community Development Assistant  
Director*

**ATTACHMENTS:**

[Public Art Update - 11-06-2023 CC Workshop.pptx](#)



# City of Tamarac's Public Art Program

November 6, 2023  
Commission Meeting



## Fire Station #15 Call to Artists

**Budget: \$135,000**

**6000 N. Hiatus Road**





## Short Listed Artists

Daniel Borup  
Nick Christenson  
Austin Weishel





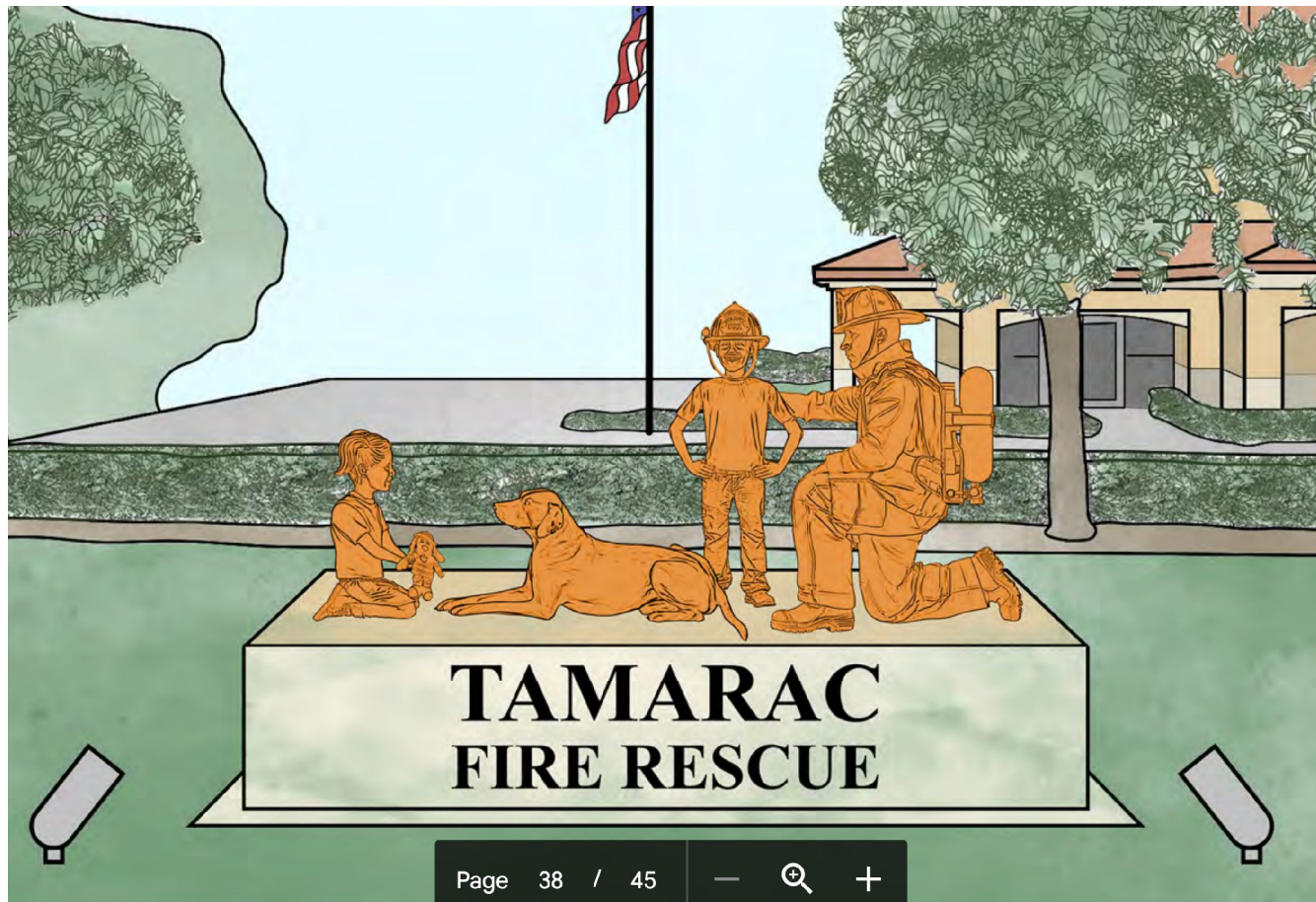
# Daniel Borup





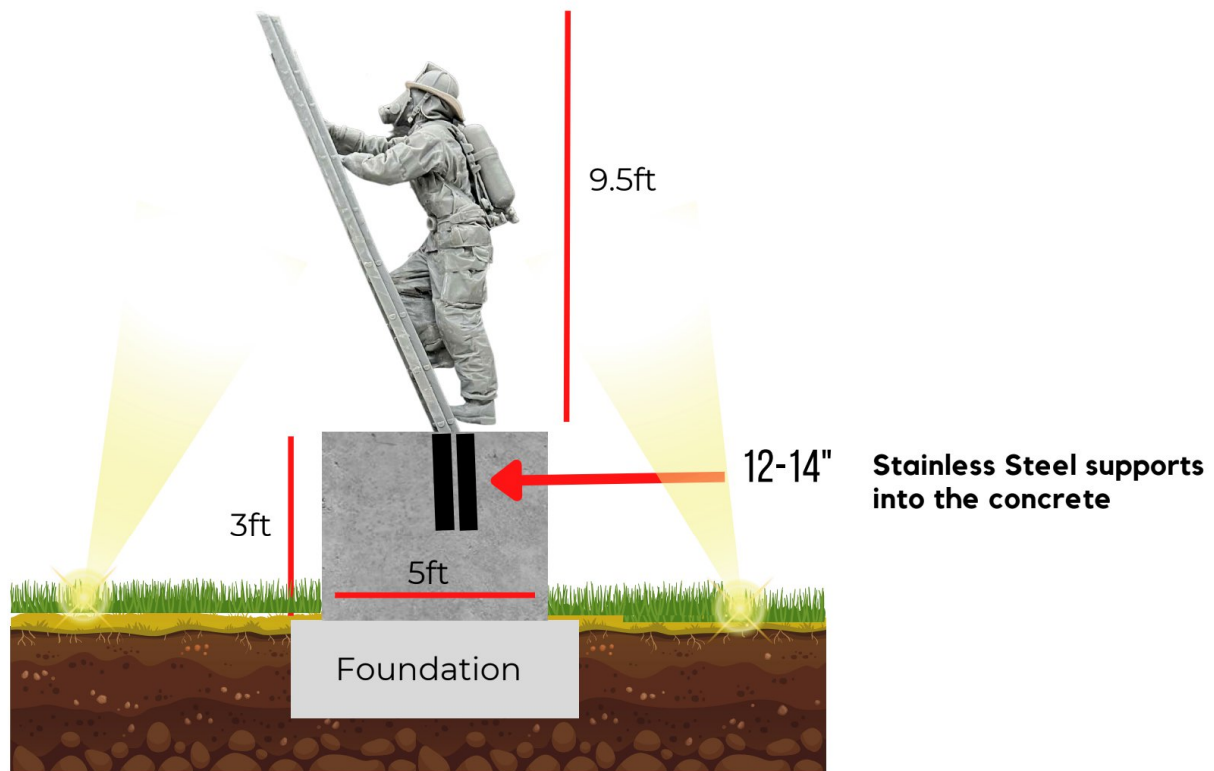


# Nick Christenson



# Austin Weishel









**Other views**





# Questions ?



**CITY COMMISSION WORKSHOP AGENDA ITEM REPORT**

**DATE:** November 6, 2023

**SUBMITTED BY:** Kimberly Dillon

**ITEM TYPE:** Discussion Item

**AGENDA SECTION:** Agenda

**TITLE:** Discussion on retaining The Ferraro Law Firm to represent the City of Tamarac in a water polluting litigation against 3M and Dupont/Chemours  
*Presented by Hans Ottinot, City Attorney*

**ATTACHMENTS:**

[Proposed PFAS Litigation Retainer \(Tamarac, FL\).docx](#)  
[Ferraro Law Tamarac, FL PFAS Proposal.pdf](#)

## **PFAS LITIGATION RETAINER AGREEMENT**

TO: THE FERRARO LAW FIRM, P.A.  
600 Brickell Avenue, Suite 3800  
Miami, Florida 33131

I, \_\_\_\_\_ of the City of Tamarac, Florida ("Tamarac"), retain the law office of The Ferraro Law Firm, P.A., ("Law Firm") as my attorneys to investigate and prosecute a claim against any and all parties individuals and/or corporations that are found to be liable under the law, for wrongs and injury suffered by Tamarac arising out of groundwater supply and soil contamination by Per- and Polyfluoroalkyl Substances ("PFAS") containing with any and all products including, but not limited to, Aqueous Film Forming Foam ("AFFF").

The Law Firm has both the financial and legal resources to provide Tamarac with the highest level of representation. The Law Firm is prepared to investigate PFAS contamination of the groundwater and soil on behalf of Tamarac upon the signing of this Retainer Agreement ("Agreement"). If upon the conclusion of the Law Firm's initial investigation it is determined there are actionable claims for PFAS contamination, the Law Firm shall bring suit on behalf of Tamarac. The Law Firm is prepared to finance the entire litigation including all out-of-pocket expenses and disbursements and handle the lawsuit on a contingent fee basis. This guarantees that Tamarac will not be responsible for any costs of this litigation whether the Law Firm is successful or not.

The purpose of this litigation is to seek reimbursement of the costs incurred and to be incurred to investigate and remediate soil, groundwater and surface water and design, construct and operate drinking water treatment systems arising out of contamination caused by the conduct of the defendants in this litigation. By way of example, the aim of this litigation is to seek reimbursement of costs including, but not limited to, those associated with potential soil and groundwater contamination at any fire training facilities and the installation and continued maintenance of filtration systems at the Tamarac's water treatment plant(s).

**1. CONTINGENCY FEE PERCENTAGE, COSTS, FEE/COST CAPS:** In consideration, Tamarac agrees the gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. The agreed contingency fee percentage and fee/cost caps shall be determined by the stage of litigation, as set forth in the Schedule below:

- 8% of any gross recovery obtained before the filing of the complaint in this litigation. Total fees and expenses shall not exceed 9% of any gross recovery.
- 15% of any gross recovery following the commencement of plaintiff's obligation to produce discovery. Total fees and expenses shall not exceed 16% of any gross recovery.
- 18% of any gross recovery obtained following disclosure of expert reports. Total fees and expenses shall not exceed 20% of any gross recovery.

- 19% of any gross recovery obtained following briefing of summary judgment or *Daubert* after expert discovery. Total fees and expenses shall not exceed 20% of any gross recovery.
- Total fees and expenses shall not exceed 20% of any gross recovery after jury selection begins.

Total fees and expenses shall not exceed twenty percent (20%) of the gross recovery. Tamarac grants the Law Firm an interest in a fee based on the gross recovery. If a court awards attorneys' fees, the Law Firm shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. **There is no fee if there is no recovery.**

The Law Firm agrees to advance all necessary litigation expenses necessary to prosecute these claims. The litigation expenses may include, but will not be limited to, court costs and filing fees, process serving fees, investigators' fees, product investigation and testing fees, trial related expenses, including but not limited to, audiovisual, court reporter, exhibits, expert witnesses, demonstrative aids, and computer research charges. **These Litigation expenses will only be incurred if they pertain directly to Tamarac's claim. Additionally, there is no reimbursement of litigation expenses if there is no recovery.**

With respect to travel costs and travel-related expenses, the Law Firm agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous travel related costs and fees.

At the conclusion of the matter, Tamarac will have the right to receive and approve a closing statement before a fee is deducted. The statement will list all of the financial details of the entire case, including the amount recovered, an itemized list of all expenses incurred, and a precise statement of the Law Firm's fees.

To be clear, the Law Firm shall not be paid nor receive reimbursement from public funds. However, any judgment arising from successful prosecution of the case, or any consideration arising from a settlement of the matter, whether monetary or equitable, shall not be considered public funds for purposes of calculating the contingent fee. Tamarac and the Law Firm agree to make a good faith effort to seek a monetary payment in any settlement that includes a non-monetary equitable remedy.

**2. FEDERAL MULTIDISTRICT LITIGATION ("MDL"):** The litigation authorized by this Agreement may become part of The Federal Multidistrict Litigation ("MDL") docket, on which one or more attorneys from the Law Firm currently serve on plaintiff management or executive committees, performing work that benefits multiple clients of the Law Firm, as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where an MDL is pending may order that one or more Law Firms is to receive additional compensation for time and effort which has benefitted all claimants in the MDL. Compensation for this work and effort, known as "common benefit work," may be awarded to the Law Firm and paid out of the MDL court's assessments against settlements, including settlements on behalf of Tamarac and



others who have filed claims that are pending in the MDL court. This common benefit compensation is separate and distinct from any fees or costs owed under this Agreement.

**3. CONTACT COUNSEL AND COMMUNICATION WITH CLIENT:** The Law Firm shall appoint a contact person to keep Tamarac reasonably informed about the status of the matter in a manner deemed appropriate by Tamarac. The identity of the contact person designated by the Law Firm may change over the course of the investigation and litigation to best match the contact person with the stage of investigation and litigation and to best meet the needs of Tamarac. Tamarac at all times shall retain the authority to decide the disposition of the case and personally oversee and maintain absolute control of the litigation. Tamarac, acting through its Mayor, shall be the ultimate decision maker on all matters relating to the investigation and/or litigation, including whether to file litigation and whether and what terms to settle such litigation. The Law Firm shall consult with and obtain the approval of Tamarac, acting through its Mayor, concerning all important issues regarding the investigation, litigation, and any settlement, including but not limited to the complaint and all dispositive motions, selection of consultants, experts and other professional services, discovery, pre-trial proceedings, trial, and settlement offers, demands, or negotiations. All draft filings in Tamarac's individual case shall be provided to the Mayor sufficiently in advance of filing to permit Tamarac's review. Regular status meetings shall be held as requested by the Mayor. The Mayor may designate an alternate point or points of contact from within Tamarac to be available to the Law Firm's contact person as appropriate. The Law Firm shall consult with and obtain the approval of the Mayor, or the Mayor's designated alternate contact, prior to making or releasing any press release, news release, media release, press statement or public statements regarding Tamarac's role in or position on this litigation or any matters related thereto.

**4. CLOSING STATEMENT:** Upon conclusion of this matter, the Law Firm shall provide Tamarac with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to Tamarac and the method of its determination. The closing statement shall specify the matter in which the compensation was determined under the Agreement, any costs and expenses deducted by the Law Firm from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm, as required in Rule 4-1.5 (f)(5) of the Florida Rules of Professional Conduct. The closing statement shall be signed by Tamarac and each attorney among whom the fee is being divided.

**5. ASSOCIATION WITH ADDITIONAL COUNSEL:** The Law Firm may retain associate counsel to assist with litigation pursuant to this Agreement. The associate counsel selected by the Law Firm shall be subject to Tamarac's approval.

**6. STATUTE OF LIMITATIONS:** I understand that the Statute of Limitations period for the case must be investigated, and that this Agreement is made subject to that investigation as well as an investigation of the entire case.

**7. RESULTS NOT GUARANTEED:** No attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly or impliedly, as to the final outcome of this matter.

I certify and acknowledge that I have had the opportunity to read this Agreement and have answered any questions pertaining thereto. I further state that I have voluntarily entered into this Agreement fully aware of the terms and conditions. This contract may be cancelled by written notification to the attorney at any time within 3 business days of the date the contract was signed, as shown below, and if cancelled the client shall not be obligated to pay any fees to the attorneys for the work performed during that time. If the Law Firm has advanced funds to others in representation of Tamarac, the firm is entitled to be reimbursed for such amounts as the attorneys have reasonably advanced on behalf of the client.

SIGNED AND ACCEPTED ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
The Ferraro Law Firm, P.A.

Name:

Position:

\_\_\_\_\_  
City of Tamarac, Florida

Name:

Position:

**CONFIDENTIAL ATTORNEY/CLIENT PRIVILEGED, NOT SUBJECT TO FOIA**

October 5, 2023

**Via Email**

Hans Ottinot, Esq.  
hans@ottinotlawpa.com

**Re: Proposal for Outside Counsel in *Aqueous Film-Forming Foam (“AFFF”) Products Liability Litigation*, MDL 2873 and Proposed PFAS Class Action Settlements for Public Water Systems**

Dear Mr. Ottinot:

Thank you for taking the time to engage with us on this important and timely matter. I prepared this Proposal for Outside Counsel, which includes The Ferraro Law Firm’s (“Ferraro Law”) experience in this litigation as well as details regarding the 3M and DuPont/Chemours Public Water System settlements and their structure. There are three main reasons why Ferraro Law is best positioned to represent the City of Tamarac, Florida (“Tamarac”).

Foremost, Ferraro Law has been involved in this litigation since its inception. Ferraro Law has been on the Plaintiffs’ Executive Committee (PEC) in *In Re Aqueous Film-Forming Foam Products Litigation* (MDL 2873) (“PFAS MDL”) since it was formed in 2018. Ferraro Law is the only law firm in South Florida that is part of the PFAS MDL leadership structure. Since 2018, Ferraro Law has spent tens of thousands of hours working on this litigation.

Second, Ferraro Law has approximately 40 years of toxic tort litigation and appellate experience in Florida. We are responsible for some of the largest jury verdicts in Florida and our appellate team has successfully argued over 26 toxic tort appeals and 4 toxic tort cases at the Florida Supreme Court.

Third, Ferraro is based in South Florida. Again, no other law firm involved in the PFAS MDL is based here in South Florida.

Ferraro Law seeks to represent Tamarac to recover the costs/money damages the city has incurred and will continue to incur to remove per- and polyfluoroalkyl substances (“PFAS”) a/k/a “Forever Chemicals” from Tamarac’s water system. Specifically, we seek to represent Tamarac in the recently announced 3M and DuPont/Chemours class settlements for Public Water Systems and to pursue claims against other PFAS and AFFF manufacturers/distributors.

It is estimated that approximately 60-70% of PFAS-related liability is attributed to 3M as it developed its own patented formulations of AFFF and PFAS and was vertically integrated in the marketplace. Similarly, it is estimated that DuPont/Chemours's liability is approximately 3 to 7%. Accordingly, with these two entities having approximately 75% of PFAS-related liability attributed to them, numerous similarly situated Public Water Systems will be seeking most of their compensation from those companies. Therefore, it is important for Tamarac to have counsel represent it in assessing the settlements (totaling almost \$14 billion).

Ferraro Law is well versed in navigating class action settlements, mass tort litigation, environmental toxic tort litigation, and governmental affairs and have the financial and technical ability required to represent Tamarac in the settlement process and litigation against the remaining PFAS defendants. Ferraro Law currently represents the following entities in PFAS litigation and are in final discussion with several other water authorities and municipalities across the country:

- City of Fort Lauderdale, Florida
- City of Boca Raton, Florida
- City of North Miami, Florida
- City of Hialeah, Florida
- Columbus Water Works (Georgia)
- Cobb County-Marietta Water Authority (Georgia)
- Dekalb County, Georgia
- Upper Oconee Basin Water Authority (Georgia)
- Ellijay-Gilmer County & Sewage Authority (Georgia)
- Oak Bluffs Water District (Massachusetts)
- Town of West Tisbury, Massachusetts
- Martha's Vineyard Airport Commission (Massachusetts)

Collectively, Ferraro Law's clients provide drinking water for approximately 3 million individuals in the United States.

## **I. Introduction**

PFAS contamination of Drinking Water from groundwater wells and surface water sources across the country has resulted in thousands of Public Water Systems ("PWSs") incurring substantial costs for testing and remediation/treatment to remove these chemicals before they reach their customers' taps. PFAS are not naturally occurring compounds — rather, they are stable, man-made chemicals. They are highly water soluble and persistent in the environment, and because of this, they tend to stay in the water column and can be transported long distances. As relevant here, PFAS has been found in public groundwater wells and surface water sources which supply Drinking Water to the public, where they remain until remediated or filtered out.

Given the expense of removing PFAS, and potential health risks associated with exposure, PFAS in drinking water is now highly regulated by the Environmental Protection Agency ("EPA"). As science has evolved, the EPA has continued to impose stricter regulations and guidelines for PWSs as it applies to their Drinking Water, including the Third Unregulated Contaminant Monitoring Rule ("UCMR-3") requiring certain PWSs across the country to monitor for PFOS and PFOA between 2013 and 2015, and the Fifth Unregulated Contaminant Monitoring Rule ("UCMR-5") requiring all PWSs nationwide that serve populations over 3,300 persons, as well as a representative sampling of PWSs serving 25 to 3,299 persons, to test for 29 PFAS with sample collection beginning on January 1, 2023, and ending on December 31, 2025.

Most recently, on March 14, 2023, the EPA published a notice of proposed rulemaking seeking public comments on its plan to set Maximum Contaminant Levels (“MCLs”) under the Safe Water Drinking Act (“SDWA”) for 6 types of PFAS, including PFOA and PFOS, at 4 parts per trillion (“ppt”),<sup>1</sup> which would require additional monitoring and remediation by PWSs.

As a result of the EPA regulations, PWSs across the country began to test for the presence of PFAS in their drinking water. Many PWSs that discovered PFAS in their supplies responded by taking actions to limit the levels of PFAS in their Drinking Water, such as taking wells offline, installing water treatment systems, reducing flow rates, drilling new wells, pulling water from other sources, and/or purchasing supplemental water. Given the EPA’s recent rulemaking, many more PWSs that have tested or will test positive for PFAS will be required to take similar actions to limit the levels of PFAS in their Drinking Water. To this end, many PWSs will have to spend significant extra or additional funds on filtration system operations, equipment, and maintenance in order to meet these new standards. The cost of operating these expensive filtration systems to treat water are contemplated by the settlement allocation procedures discussed further below.

## **II. The Aqueous Film-Forming Foam (“AFFF”) MDL**

As evidence emerged showing the environmental prevalence and persistence of PFAS, municipalities and PWSs brought actions in Federal courts against manufacturers of AFFF and/or PFAS for damages arising from actual or threatened contamination of Drinking Water with PFAS. On December 7, 2018, the Judicial Panel on Multi-district Litigation (“JPML”) created MDL 2873 and consolidated all federal actions alleging that AFFF caused PFAS contamination of groundwater and surface water. The designated court is the United States District Court of South Carolina, before Judge Richard M. Gergel. *In re Aqueous Film-Forming Foams Prods. Liab. Litig.*, 357 F. Supp. 3d 1391, 1392 (J.P.M.L. 2018). Within a few months following the consolidation, the Court appointed Plaintiffs’ Leadership counsel, including Ferraro Law, who sits on the Plaintiffs’ Executive Committee.

The City of Stuart, Florida was ultimately selected to serve as the first test case (bellwether) and trial was set to begin on June 5, 2023, but was adjourned as a result of the 3M and DuPont settlements.

## **III. The Proposed Class Action Settlements**

After over a year of extensive negotiations, on June 30, 2023, a group of PWSs filed a Class-Action Complaint within the AFFF MDL against 3M on behalf of themselves and all other similarly situated PWSs seeking damages for one or more of the following types of compensation: (1) the costs of testing and monitoring of the ongoing contamination of their Drinking Water well and supplies; (2) the costs of designing, constructing, installing and maintaining a filtration system to remove or reduce levels of PFAS detected in Drinking Water; (3) the costs of operating that filtration system; and (4) the costs of complying with any applicable regulations requiring additional measures. This class action complaint was filed to allow for a class resolution and address the fact that heretofore, all cases filed by PWSs were individual actions.

There are currently two proposed class-action settlements: (1) 3M and (2) DuPont/Chemours. 3M has agreed to pay between \$10.5 billion to \$12.5 billion over twelve years and DuPont/Chemours \$1.185

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<sup>1</sup> One part per trillion is equivalent to one drop of water in 20 Olympic-sized swimming pools. *See, e.g.*, Missouri Dept. Nat. Res., UNDERSTANDING DATA, <https://dnr.mo.gov/monitoring/understanding-data> (last visited Jul. 19, 2023).

billion in exchange for receiving releases, covenants not to sue and dismissals from Settlement Class Members.

**A. Proposed Settlement Class of Public Water Systems:**

The proposed Settlement Class in both settlements is defined as:

“Every Active Public Water System in the United States of America that—

- (a) has one or more Impacted Water Sources as of the Settlement Date; or
- (b) does not have one or more Impacted Water Sources as of the Settlement Date, and
  - (i) is required to test for certain PFAS under UCMR-5, or
  - (ii) serves more than 3,300 people, according to the SDWIS.”

Under the allocation procedures, Class Members fall into one of two categories.

- I. A **Phase One Class Member** is an Active Public Water System that has one or more Impacted Water Sources as of the Settlement Date of June 22, 2023 (meaning a PFAS detection – see definition below).
- II. A **Phase Two Class Member** is an Active Public Water System that does not have one or more Impacted Water Sources as of the Settlement Date of June 22, 2023, but is either required to test for certain PFAS under UCMR 5, or serves more than 3,300 people, according to SDWIS.

Below are the relevant definitions:

- **“Public Water System”** means a system for the provision to the public of water for human consumption through pipes or other constructed conveyances, if such system has at least fifteen (15) service connections or regularly serves an average of at least twenty-five (25) individuals daily at least sixty (60) days out of the year, consistent with the use of that term in the Safe Drinking Water Act, 42 U.S.C. § 300f(4)(A), and 40 C.F.R. Part 141. The term “Public Water System” includes (i) any collection, treatment, storage, and distribution facilities under control of the operator of such system and used primarily in connection with such system, and (ii) any collection or pretreatment storage facilities not under such control which are used primarily in connection with such system. Solely for purposes of this Settlement Agreement, the term “Public Water System” refers to a Community Water System of any size or a Non- Transient Non-Community Water System that serves more than 3,300 people, according to SDWIS; or any Person (but not any financing or lending institution) that has legal authority or responsibility (by statute, regulation, other law, or contract) to fund or incur financial obligations for the design, engineering, installation, operation, or maintenance of any facility or equipment that treats, filters, remediates, or manages water that has entered or may enter Drinking Water or any Public Water System; but does not refer to a Non-Transient Non-Community Water System that serves 3,300 or fewer people, according to SDWIS, or to a Transient Non-Community Water System of any size. It is the intention of this Agreement that the definition of “Public Water System” be as broad, expansive, and inclusive as possible.
- **“Impacted Water Source”** means a Water Source that has a Qualifying Test Result showing a Measurable Concentration of PFAS.



- **“Qualifying Test Result”** means any result of a test conducted by or at the direction of a Class Member or of a federal, state, or local regulatory authority, or any test result reported or provided to the Class Member by a certified laboratory or other Person, that used any state- or federal agency-approved or -validated analytical method to analyze Drinking Water or water that is to be drawn or collected into a Class Member’s Public Water System.
- **“Measurable Concentration”** means the lower of a concentration equal to or greater than the limit of detection of the analytical method used (regardless of whether that limit is higher than, lower than, or equal to any limit established for any purpose by federal or state law) **or one part per trillion (one nanogram per liter).**
- **“SDWIS”** means the U.S. EPA Safe Drinking Water Information System Federal Reporting Services system, as of the Settlement Date.

It is estimated that there are approximately 4,280 PWS that could potentially classify as Phase I Class Members, and approximately 8,900 PWS that could potentially classify as Phase II Class Members.

## **B. Allocation Procedures:**

The Class Settlement Allocation Procedures are designed to distribute money based on factors that dictate the costs of water treatment including (1) capital costs and (2) operations and maintenance costs. Capital costs are mainly driven by the Impacted Water Source’s flow rate. Operations and maintenance costs are mainly driven by flow rate and the levels of PFAS in the water.<sup>2</sup> The Allocation Procedures utilize proxies for capital costs and operations and maintenance costs to generate a Base Score for each Impacted Water Source. The Claims Administrator will input the flow rates and PFAS concentrations from the Claims Forms into an EPA-derived formula that calculates a Base Score for each Impacted Water Source.

$$\text{Base Score} = \text{Capital Costs Component} + \text{Operation and Maintenance Costs Component}$$

Each Impacted Water Source’s PFAS Score will be determined by taking the *GREATER* of either:

- a. the sum of the maximum levels for PFOA and for PFOS, **PFAS Score** = [PFOA (Max Level) + PFOS (Max Level)] OR
- b. the sum of the maximum levels of PFOA and PFOS averaged with the square root of the maximum level of any other single PFAS analyte listed on the Claims Form.

Certain Class Members will be eligible for increases, or bumps, to their Base Scores, including the Litigation Bump, the Public Water Provider Bellwether Bump, and the Regulatory Bump. A Class Member may qualify for none, one, or multiple bumps. CCMWA would not be eligible for a bump under the 3M or DuPont/Chemours settlements but could be eligible for a litigation bump to the extent it proceeds with litigation against other companies before global settlements are reached.

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<sup>2</sup> The factors that affect O&M can be complex and depend on a range of factors (including but not limited to influent source quality, pH, temperature, type and concentration of PFAS influent, media used, etc.). However, the volume capacity of treatment media to remove PFAS decreases as the concentration of PFAS increases. This necessitates more frequent replacements of the treatment media, which increases the quantity of spent media that must be discarded. This increases the O&M costs of PFAS treatment. There is an observed increase in O&M costs as PFAS concentration increases.

$$\text{Adjusted Base Score} = (\text{Sum of Adjustments} * \text{Base Score}) + \text{Base Score}$$

$$\text{Settlement Award} = (\text{Adjusted Base Score} / \text{Sum of All Adjusted Base Scores}) * (\text{Phase One Action Fund})$$

The information required to calculate Settlement Awards is not publicly available and is only obtainable through the Claims Forms submitted by Class Members. Thus, the Settlement Awards that each Class Member will receive are not determinable until the Claims Administrator analyzes all the Claims Forms submitted by the Claims Form deadline. However, it is our understanding that **an estimated allocation will be available soon to provide an approximate value a Class Member could expect to receive.**

#### **IV. Retaining Counsel:**

Court approval of the 3M and DuPont Class Settlements<sup>3</sup> is necessary, and once that occurs, likely in the next 60-90 days, deadlines for submitting Claims will be set forth, probably becoming due in the fourth quarter of 2023 or, at the latest, the first quarter of 2024. We would like to represent Tamarac to ensure it recovers the funds it is entitled to. Additionally, there are still dozens of PFOA manufacturers like Asahi Glass, Arkema, Ciba, Clairant, Daikin, and Solvay; and AFFF manufacturers like Ansul, Tyco, Amerex, Buckeye, Chemguard, National Foam, potentially responsible for the PFAS contamination. As part of any arrangement, we would also investigate potential claims against these manufacturers and bring suit on behalf of Tamarac to recover money damages.

In addition to the foregoing, in response to certain frequently asked questions, please note the following:

- a. Because Tamarac is attempting to seek redress for costs it has incurred in actively addressing the PFAS situation and responding to Federal guidelines, and otherwise has performed its duties, Tamarac's participation in legal action does not suggest any past improper conduct on the part of Tamarac;
- b. Legislation titled Water Systems PFAS Liability Protection Act was introduced in the U.S. Senate on May 3, 2023 to protect water providers from liability; and
- c. Any funds recovered are not earmarked for any specific expenditures or purposes.

In sum, and to the extent not previously stated, the benefits to the water authorities in joining the litigation include receiving compensation/restitution for past and future costs associated with addressing PFAS in drinking water, having additional funds to meet financial obligations or offset shortfalls, demonstrating stewardship of the Water Authority in line with numerous similarly situated entities and having outside counsel ensure Tamarac is duly represented. The detriment would be not having counsel to adequately represent Tamarac's claims and potentially being subject to a release without receiving compensation or any consideration for the released claims, forgoing compensation it was otherwise entitled to, and perhaps criticisms for not being adequate stewards of funds.

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<sup>3</sup> On August 22, 2023, Judge Richard Gergel granted Preliminary Approval of the DuPont settlement.

Enclosed for your review is a copy of our proposed PFAS Litigation Retainer Agreement, which includes a contingency fee on any gross recovery and Counsel would advance all costs. Tamarac will not have out of pocket/litigation costs and is not responsible for any costs incurred by the law firms if the claims are not successful. The contingency fee covers any additional law firms that may work on your behalf in this litigation.

Attached please find a proposed retainer agreement and a Power Point Presentation that I will use, if necessary, to present to any appropriate individuals within the Tamarac government. The Power Point Presentation contains additional information about the Ferraro Law Firm and the PFAS litigation. If you have any questions or would like additional documents, please do not hesitate to contact me. We look forward to hearing from you.

Very truly yours,

A handwritten signature in blue ink, appearing to read "James L. Ferraro, Jr.", with a long, sweeping horizontal line extending to the right.

James L. Ferraro, Jr.  
The Ferraro Law Firm, P.A.

**CITY COMMISSION WORKSHOP AGENDA ITEM REPORT**

**DATE:** November 6, 2023

**SUBMITTED BY:** Kimberly Dillon

**ITEM TYPE:** Discussion Item

**AGENDA SECTION:** Agenda

**TITLE:** Discussion on Commission Initiative Funds  
*Presented by Levent Sucuoglu, City Manager*

**ATTACHMENTS:**

**CITY COMMISSION WORKSHOP AGENDA ITEM REPORT**

**DATE:** November 6, 2023

**SUBMITTED BY:** Kimberly Dillon

**ITEM TYPE:** Discussion Item

**AGENDA SECTION:** Agenda

**TITLE:** Discussion and Consensus on the elements for the Sabal Palm Park Improvement  
*Presented by Melissa Petron, Assistant Director of Parks & Recreation.*

**ATTACHMENTS:**  
[Sabal Palm Park2.pptx](#)





# Sabal Palm Park Discussion

Commission Workshop  
November 6, 2023



## Background

- City was deeded a nine (9) acre parcel of land designated for future park development
- Parcel is located within the Central Parc Community
- FDOT is proposing future expansion of Turnpike impacting one (1) acre of the parcel
- City budgeted \$2,403,720 in the FY23 CIP for the design of this park
- \$7,500,000 is budgeted for in the FY24 CIP as amount needed for development of the park. The funds are not appropriated until the budget is adopted for that fiscal year.



# Public input

- List of potential amenities were determined through public input and professional studies.
  - a. 2015 Parks, Recreation and Social Services Master Plan public input and professional trends
  - b. Community meetings with residents held at the Central Parc Clubhouse in 2020 and in February of 2023 via teams and at the Sabal Palm Community Pool.
  - c. 2021 Eastside Feasibility Study public input and professional trends



# Potential Amenities

- Off Leash Dog Park
- Sand Volleyball Court
- Multipurpose Court
- Multi purpose rectangular field
- Playground
- Fitness area
- Restroom facility
- Parking
- Picnic shelter



# Costs

Development Costs	Operational Expenses	Revenue
\$ 6,875,310 (estimate)	\$75,000/year	\$7,500/year

- LWCF Grant – City has been awarded a \$1,000,000 Land and Water Conservation Fund Grant. The grant places a completion date of December 2024. The City can apply for in extension in August 2024 but project must have started construction prior to applying for the extension.





# Timeline

Proposed timeline is based upon meeting the timeline for the LWCF Grant with an anticipated approval for an extension of time from Florida Dept. of Environmental Protection (FDEP)

1. December 2023 – Issue Step 1 RFP for design/build project
2. March 2024 - Issue Step 2 Design criteria package
3. June 2024 – Select Design/build contractor and begin negotiation
4. August 2024 – Commission Award and Agreement Execution
5. August 2024 – Submit to FDEP for Grant Extension
6. February 2025 – Begin Construction
7. February 2026 – Park completion and opening



## Next Steps

- Finalize park amenities.
- Prepare and issue request for proposal (RFP).
- Award contract.
- Design and construction.





QUESTIONS?



Committed to Excellence...Always

City of Tamarac

Thank you



**CITY COMMISSION WORKSHOP AGENDA ITEM REPORT**

**DATE:** November 6, 2023

**SUBMITTED BY:** Collette Tibby

**ITEM TYPE:** Other

**AGENDA SECTION:** Agenda

**TITLE:** Woodlands Development Agreement  
*Presented by Maxine Calloway, Community Development Director*

**ATTACHMENTS:**