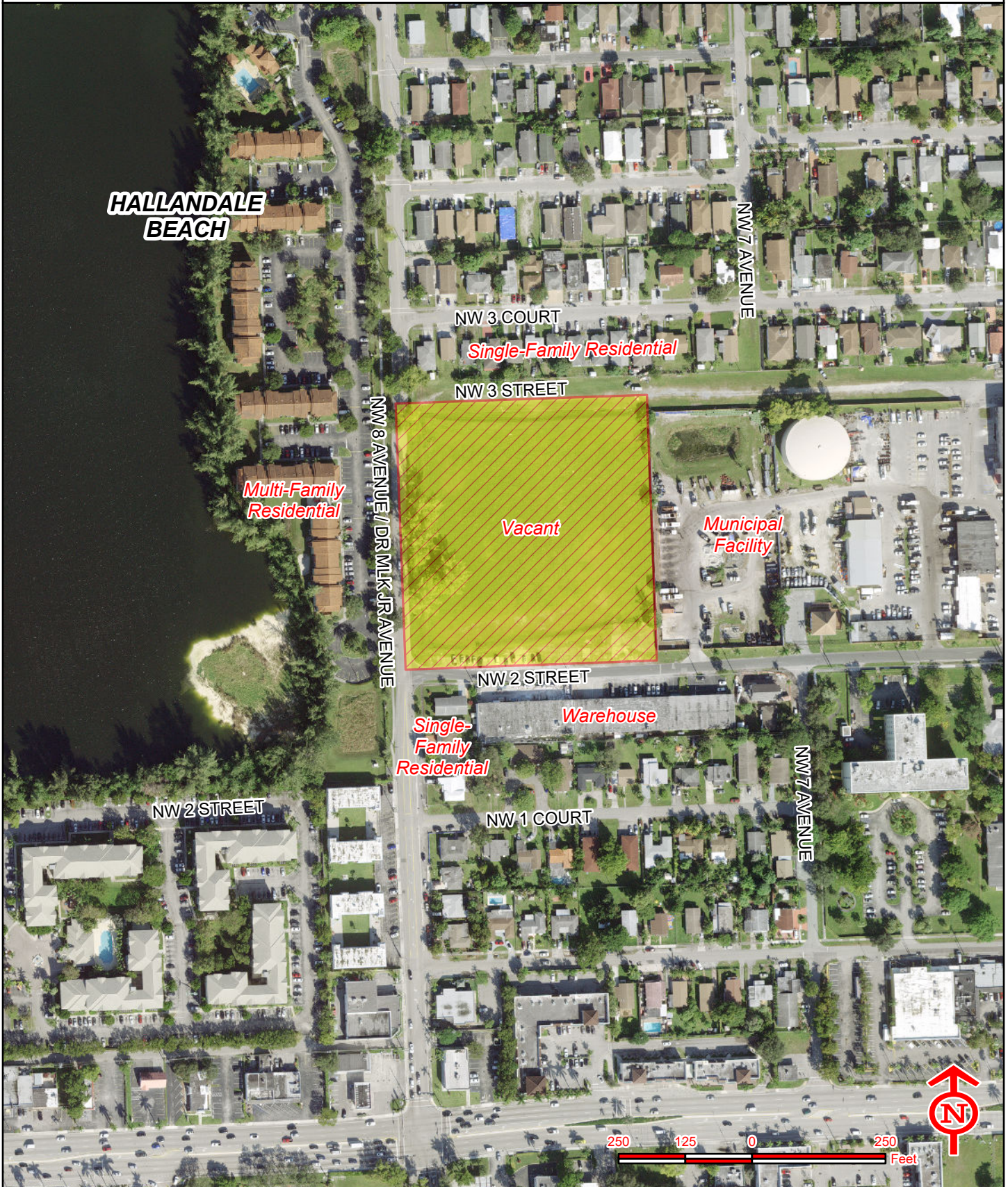


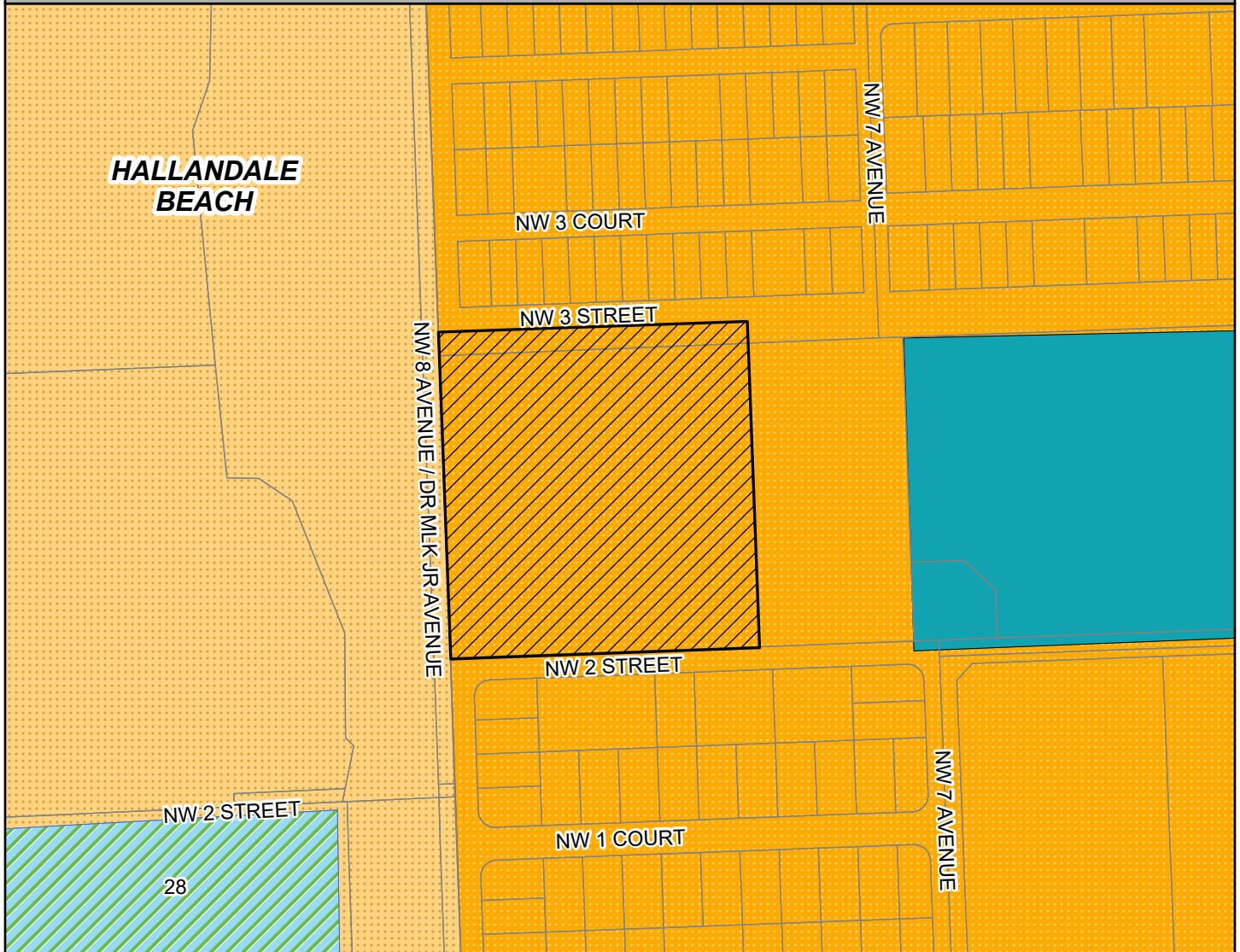
MAP 1
BROWARDNEXT - BROWARD COUNTY LAND USE PLAN
AERIAL PHOTOGRAPH
AMENDMENT PC 22-6








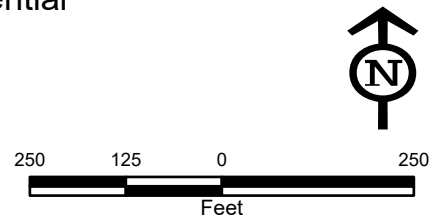
MAP 2
BROWARDNEXT - BROWARD COUNTY LAND USE PLAN
CURRENT FUTURE LAND USE DESIGNATIONS
AMENDMENT PC 22-6

Current Land Use: Low-Medium (10) Residential

Gross Acres: Approximately 5.4 acres



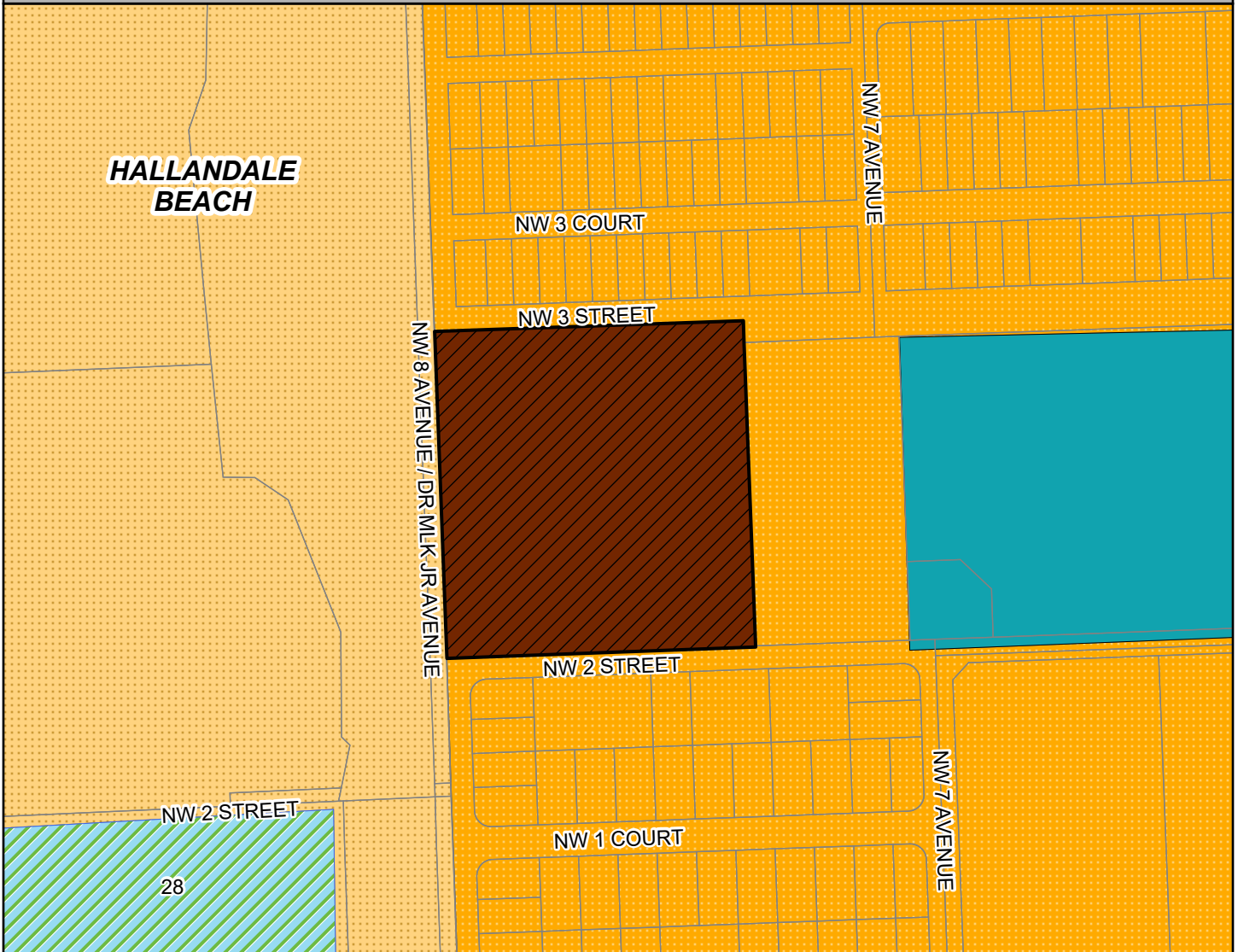
-  Site
-  Low-Medium (10) Residential
-  Medium (16) Residential
-  Irregular Residential
-  Community









MAP 3
BROWARDNEXT - BROWARD COUNTY LAND USE PLAN
PROPOSED FUTURE LAND USE DESIGNATIONS
AMENDMENT PC 22-6

Proposed Land Use: High (50) Residential

Gross Acres: Approximately 5.4 acres



- | | |
|---|---|
|  Site |  Irregular Residential |
|  Low-Medium (10) Residential |  Community |
|  Medium (16) Residential |  High (50) Residential |



SECTION I
AMENDMENT REPORT
BROWARD COUNTY LAND USE PLAN
PROPOSED AMENDMENT PC 22-6
(HALLANDALE BEACH)

RECOMMENDATIONS/ACTIONS

DATE

I. Planning Council Staff Recommendation

November 22, 2022

Planning Council staff finds the proposed amendment is generally consistent with the policies of the BrowardNext - Broward County Land Use Plan (BCLUP), and therefore, recommends approval, subject to the applicant's voluntary commitment regarding affordable housing (30 of the 200 dwelling units (15%) shall be at the low and very-low income levels). See Attachments 8 and 9.

Effectiveness of the approval of the land use plan amendment shall not occur until after the recordation in the public records of Broward County, Florida, to the satisfaction of Broward County, of the Declaration of Restrictive Covenants to legally enforce any voluntary commitments proffered by the applicant, as an inducement for Broward County to favorably consider its application.

As the Planning Council is aware, the Broward County Charter requires at least one Planning Council public hearing and Article 1.2(A) of the *Administrative Rules Document: BrowardNext* outlines the following circumstances in which a second Planning Council public hearing may be recommended or required:

- (1) At its initial public hearing, the Planning Council takes an action to recommend denial of a proposed amendment; or
- (2) At its initial public hearing, the Planning Council takes an action to recommend approval subject to meeting specific criteria or policy prior to a second Planning Council public hearing; or
- (3) At its initial public hearing, the Planning Council votes by a majority of the members present with a minimum of six (6) affirmative votes for a second Planning Council public hearing; or
- (4) If the County Commission requests by a vote of the majority of members present to request a second Planning Council public hearing; or
- (5) If an objection or comment on adverse impacts to important state resources or facilities is issued during the State of Florida Chapter 163 review process; or
- (6) If State of Florida Chapter 163 requires or is modified to require a second local planning agency public hearing.

If the Planning Council chooses to require a second Planning Council public hearing per Article 1.2(A)(1)(2) or (3), such recommendation must be made as part of its motion.

RECOMMENDATIONS/ACTIONS (continued)

DATE

I. Planning Council Staff Recommendation (continued)

November 22, 2022

In addition, if the Planning Council does not require a second Planning Council public hearing and the Broward County Land Use Plan amendment is adopted by the County Commission, this action by the Planning Council shall be considered the “conditional” recertification of the municipal land use plan amendment, which directly correlates to the referenced BCLUP amendment. The recertification will not be deemed effective until such time as the Planning Council Executive Director and Attorney determine that the municipality has fulfilled all application requirements for recertification of local land use plans, as outlined in the *Administrative Rules Document: BrowardNext*. The Planning Council Executive Director will issue a written letter of effectiveness to the municipality upon satisfaction of the same.

II. Planning Council Public Hearing Recommendation

December 1, 2022

Approval per Planning Council staff recommendation, including not requiring a second Planning Council public hearing. (Vote of the board; Unanimous: 8-0; Blackwelder, Breslau, Castillo, Gomez, Hardin, Rich, Zeman and DiGiorgio)

INTRODUCTION AND APPLICANT'S RATIONALE (continued)

VI. Applicant/Petitioner

- A. *Applicant:* Urban Farmers, Inc.
- B. *Agent:* Dunay, Miskel & Backman, LLP
- C. *Property Owner:* Eighth Avenue Partners, LLC

VII. Recommendation of Local Governing Body:

The City of Hallandale Beach recommends approval of the proposed amendment.

VIII. Applicant's Rationale

The applicant states: "The proposed use is for a 200-unit workforce rental housing apartment complex. The location is ideal for a residential development based on its proximity to I-95, Hallandale Beach Boulevard, local schools and other commercial activities. The main entrance to the site is on 8th Avenue and the developer will make the necessary curb cuts and roadway improvements to accommodate the site. No additional traffic signals are required for this proposed use.

The proposed amendment is consistent with the established land use pattern. The western property is comprised of a multi-family residential apartment complex and is zoned RM-18, the northern and southern properties are zoned RS-7 and RS-6 respectively, and the eastern property is comprised of a public works facility owned by the City of Hallandale Beach. The subject property is flanked with multiple residential developments. The development of the land, as proposed by the applicant, is consistent with the residential form of the existing neighborhood."

SECTION III
AMENDMENT REPORT
PROPOSED AMENDMENT PC 22-6

REVIEW OF PUBLIC FACILITIES AND SERVICES

I. Potable Water/Sanitary Sewer/Solid Waste/Drainage/Parks & Open Space

Adequate potable water facility capacity and supply, sanitary sewer facility capacity, drainage and solid waste services, and park and open space acreage will be available to serve the proposed land use. See Attachment 1.

Regarding the long-range planning horizon for potable water supply, it is noted that the City of Hallandale Beach adopted its 10-year Water Supply Facilities Work Plan on February 17, 2021.

II. Transportation & Mobility

The proposed amendment is projected to increase traffic on the regional transportation network by approximately 57 p.m. peak hour trips at the long-range planning horizon. However, the increase of p.m. peak hour trips to the roadway network results in no segment being significantly impacted greater than three (3) percent or degrading a level of service from acceptable to unacceptable; therefore, per Policy 2.14.9, no significant or adverse impacts to the regional transportation network are projected. See Attachment 2.

Planning Council staff notes the following roadway levels of service for informational purposes only:

- **Hallandale Beach Boulevard**, between I-95 and Federal Highway/U.S. 1, is currently operating at level of service (LOS) “C,” and projected to operate at LOS “F,” with or without the subject amendment.
- **Pembroke Road**, between I-95 and Federal Highway/U.S. 1, is currently operating at and projected to operate at LOS “F,” with or without the subject amendment.
- **Dixie Highway**, between Hallandale Beach Boulevard and Pembroke Road, is currently operating at LOS “C” and projected to operate at LOS “D,” with or without the subject amendment.

The Broward County Transit Division (BCT) report states that current and future fixed-route county bus service, as well as community shuttle service, is provided to the proposed amendment site. In addition, the County’s 30 year, one-cent surtax program identifies several fixed route bus improvements to the county routes serving the amendment site such as shorter headways and increased span of service. Further, Northwest 8 Avenue is a candidate for a surtax complete street project.

REVIEW OF PUBLIC FACILITIES AND SERVICES (continued)

II. Transportation & Mobility (continued)

The BCT report also states that the proposed development will support mass transit and provide safe circulation routes for pedestrians and bicycles, including transit connectivity to the existing sidewalks and proposed future bus stops. In addition, existing or future bus stops located adjacent to or within the amendment site will be addressed during the development review process. See Attachment 3.

The Broward County Urban Planning Division (UPD) report states that the applicant should pursue complete street enhancements on Northwest 2 Street and Northwest 8 Avenue, including ADA compliant sidewalks and ramps, as well as landscaped buffer areas. Further, street trees, improved street crossings along school routes and on-site electric vehicle charging stations should be considered. See Attachment 4. The applicant has acknowledged the UPD comments and will incorporate said recommendations into the site design. See Attachments 5 and 8.

III. Public Schools

(Note: The following School Board analysis was completed based on the applicant's proposed, restricted development of 200 mid-rise dwelling units.)

The School Board of Broward County staff report states that the proposed amendment would generate 1 additional student into Broward County Public Schools, consisting of 3 fewer elementary school students, 1 additional middle school student and 3 additional high school students. The report further states that Gulfstream Academy of Hallandale K-8 and Hallandale High schools are all under-enrolled in the 2021-2022 school year and are anticipated to operate below the adopted level of service (LOS) of the higher of 100% of gross capacity or 110% of permanent capacity through the 2023-2024 school year. In addition, the School Board report indicates that there are eight (8) charter schools located within a two-mile radius of the proposed amendment site. See Attachment 6.

The School Board report indicates that there are no planned improvements which increase the capacities of the affected elementary/middle and high schools in the currently adopted 5-year or 10-year School Board District Educational Facilities Plans. See Attachment 6.

Based on the School District's Seven Long Range Planning Areas, the proposed amendment is located within School District Planning Area "1," which is anticipated to have sufficient excess capacity to support the students generated by the residential units proposed in the Planning Area. The residential dwelling units will be subject to a public school concurrency review at the plat or site plan phase of development review, whichever comes first. See Attachment 6.

SECTION IV
AMENDMENT REPORT
PROPOSED AMENDMENT PC 22-6

REVIEW OF NATURAL RESOURCES

I. Designated Protected/Regulated Areas

The Broward County Resilient Environment Department (RED) report indicates that the proposed amendment site does not contain Natural Resource Areas, Local Areas of Particular Concern, or Urban Wilderness Inventory sites within its boundaries. See Attachment 7.

II. Wetlands

The RED report indicates that the proposed amendment site does not contain wetlands within its boundaries. Therefore, the proposed land use designation is not expected to have a negative impact on wetland resources. The RED report also indicates that surface disturbing activities may require an Environmental Resource License. See Attachment 7.

III. Sea Level Rise

The RED report indicates that the proposed amendment site does not contain, fall within, or overlap with an area for planning consideration, as indicated on the Priority Planning Areas for Sea Level Rise Map. See Attachment 7.

IV. Other Natural Resources

The RED report states that the subject site contains mature tree canopy. Development of the site must comply with the tree preservation regulations of the City of Hallandale Beach. The applicant is required to minimize the number of trees to be removed by incorporating suitable existing trees in the site plan design. If trees cannot be incorporated into the site plan in their current location, the applicant is required to relocate suitable trees. Any trees permitted for removal must be replaced. If the above requirements are adhered to, the proposed land use designation is not expected to have a negative impact on upland resources. See Attachment 7.

The RED report also notes that invasive exotic vegetation is encouraged to be removed during the development process and a management plan may be necessary to control reinvasion of same, nor should landscape material include any plants considered to be invasive. Further, development of the proposed amendment site should be coordinated with the NatureScape Broward Program for guidance in development of any related landscaping plans. See Attachment 7.

REVIEW OF NATURAL RESOURCES (continued)

IV. Other Natural Resources (continued)

The RED report identifies contaminated sites in proximity to the proposed amendment site; therefore, dewatering at or within a quarter mile of the contaminated site is prohibited without approval from the Broward County Environmental Permitting Division. Further, the RED report identifies that the proposed amendment site is located within wellfield zone of influence three (3). However, no special restrictions apply to zone three (3) under Broward County's Wellfield Protection regulations. See Attachment 7.

The RED report indicates that the proposed amendment could potentially result in a net decrease in the volume of water available for recharge. Although the change in recharge capacity resulting from the proposed amendment is expected to be minor, RED recommends that the residential project maximize open space or provide other alternatives to offset negative impacts on recharge capacity. Open space can include but is not limited to parks and open space, stormwater retention, ponds, rain gardens, drainage easements, landscaped areas and other pervious areas fulfilling the goal of water recharge into the aquifer. See Attachment 7.

The applicant has acknowledged the RED comments and will ensure that all necessary permits and licenses have been obtained, as well as incorporate agency recommendations into the site design. See Attachment 5.

V. Historical/Cultural Resources

The Broward County Urban Planning Division (UPD) report states that the proposed amendment will not have an adverse effect on any known historical or archaeological resources or areas of archaeological or paleontological sensitivity. See Attachment 4.

SECTION V
AMENDMENT REPORT
PROPOSED AMENDMENT PC 22-6

OTHER PLANNING CONSIDERATIONS/INFORMATION

I. Affordable Housing

The proposed land use plan amendment is subject to BrowardNext - Broward County Land Use Plan (BCLUP) Policy 2.16.2, as it proposes an additional 216 dwelling units to be permitted by the BCLUP. The amendment application restricts the project to 200 dwelling units, including 15% of the dwelling units (30 dwelling units) to be set aside for affordable housing in perpetuity, consisting of 10 age-restricted dwelling units at or below 50% of the average median income (AMI), 10 dwelling units at or below 60% of AMI and 10 dwelling units at or below 80% of AMI. See Attachments 8 and 9. Therefore, the proposed amendment was exempt from the land use plan amendment fee and is in compliance with Policy 2.16.2. See Attachment 4.

II. BrowardNext - Broward County Land Use Plan Policies

The proposed amendment is found to be generally consistent with the policies of the BrowardNext - Broward County Land Use Plan and promotes Policy 2.16.1 regarding providing, encouraging and enabling affordable housing opportunities.

III. Other Pertinent Information

This is a small scale amendment due to the passage of House Bill 487, which became effective on July 1, 2021, and redefined small scale amendments as less than 50 acres for urban areas. Therefore, the amendment review process includes at least one (1) Planning Council public hearing and only one (1) subsequent County Commission adoption hearing. The small scale amendment is not subject to Florida Department of Economic Opportunity (DEO) review; therefore, no report will be issued by the DEO, or other State review agencies.

Regarding notification of the public, the *Administrative Rules Document: BrowardNext* requires courtesy notification to property owners and those owners within a 300-foot radius of the amendment site. Broward County Planning Council staff sent approximately 66 courtesy notices to all property owners within the land use plan amendment boundaries, as well as within 300 feet of the boundaries.

SECTION VI
AMENDMENT REPORT
PROPOSED AMENDMENT PC 22-6

PLANNING ANALYSIS

The proposed BrowardNext – Broward County Land Use Plan (BCLUP) amendment from the Low-Medium (10) Residential to the High (50) Residential land use category would result in the addition of 216 dwelling units. Planning Council staff notes that the applicant has voluntarily committed to limit development to a maximum of 200 dwelling units, yielding a density of 37 dwelling units per acre. See Attachments 8 and 9. The amendment site is surrounded by single-family residential to the north and southwest, multi-family residential to the west, warehouses to the south and a municipal facility to the east. Development of the amendment site with higher density multi-family will serve to promote the transportation and housing connection recognized by the BCLUP. Further, on reliance that city code requirements regarding buffering and setbacks will be implemented, it is felt that the interface between the proposed higher density residential use and adjacent lower density residential uses can be adequately addressed and therefore, our analysis finds that the proposed land use designation of High (50) Residential, restricted to 37 dwelling units per acre, would be generally compatible with surrounding existing and future land uses.

Planning Council staff's analysis finds that adequate **potable water plant capacity and supply, sanitary sewer, drainage, solid waste capacity and park acreage** will be available to serve the proposed land use. In addition, our analysis finds that the proposed amendment is not projected to negatively impact the operating conditions of the **regional transportation network**. See Attachment 2. Further, no adverse impacts to **historical or cultural resources** were identified.

Regarding impacts to **public schools**, the School Board of Broward County staff report states that the proposed amendment is located within School District Planning Area "1," which is anticipated to have sufficient excess capacity to support the students generated by the residential units proposed in the Planning Area. In addition, the residential dwelling units will be subject to a public school concurrency review at the plat or site plan phase of development review, whichever comes first. See Attachment 6.

The Broward County Resilient Environment Department (RED) report indicates that any surface disturbing activities may require an Environmental Resource License. In addition, there are contaminated sites within one-quarter mile of the amendment site and approval from the County is required prior to dewatering of the amendment site. Further, the RED staff recommends that open space be designed to improve water recharge capacity. See Attachment 7. The applicant has acknowledged the RED comments and will ensure that all necessary permits and licenses have been obtained, as well as incorporate agency recommendations into the site design. See Attachment 5.

PLANNING ANALYSIS (continued)

The applicant submitted a Development Agreement and a draft Declaration of Restrictive Covenants to restrict the project to 200 dwelling units, including 15% of the dwelling units (30 dwelling units) to be set aside for **affordable housing** in perpetuity, consisting of 10 age-restricted dwelling units at or below 50% of the average median income (AMI), 10 dwelling units at or below 60% of AMI and 10 dwelling units at or below 80% of AMI. Therefore, the proposed amendment promotes BCLUP Policy 2.16.1 and is in compliance with Policy 2.16.2. See Attachments 4, 8 and 9.

In conclusion, Planning Council staff finds the proposed amendment is generally consistent with the policies of the BCLUP, and therefore, recommends approval, subject to the applicant's voluntary commitment regarding affordable housing.

SECTION VII
AMENDMENT REPORT
PROPOSED AMENDMENT PC 22-6

ATTACHMENTS

1. Broward County Planning Council Supplemental Report of October 2022
2. Broward County Planning Council Traffic Analysis of September 8, 2022
3. Broward County Transit Division Report of October 3, 2022
4. Broward County Urban Planning Division Report of September 16, 2022
5. Correspondence from Jerrell Harris, Vice President of Development, Urban Farmers, Inc., to Dawn B. Teetsel, Director of Planning, Broward County Planning Council, dated November 8, 2022
6. School Board of Broward County Consistency Review Report of March 8, 2022
7. Broward County Resilient Environment Department Report of September 20, 2022
8. Development Agreement between Eighth Avenue Partners, LLC and City of Hallandale Beach
9. Draft Declaration of Restrictive Covenants for Affordable Housing
10. Broward County Parks and Recreation Division Report of August 23, 2022
11. Broward County Water Management Division Report of August 23, 2022

ATTACHMENT 1

BROWARD COUNTY PLANNING COUNCIL SUPPLEMENTAL REPORT PUBLIC SERVICES AND FACILITIES

BROWARD COUNTY LAND USE PLAN AMENDMENT NUMBER PC 22-6

Prepared: October 2022

POTABLE WATER

The proposed amendment site will be served by the Hallandale Beach Water Treatment Plants, which have a combined current capacity of 16 million gallons per day (mgd). The current and committed demand on the treatment plants is 6.7 mgd, with 9.3 mgd available. The wellfields serving the amendment site have a combined permitted withdrawal of 7.53 mgd (4.03 mgd from the City's plant and 3.5 mgd per an agreement to utilize Broward County's Piccolo Wellfield), with 0.83 mgd available for water withdrawal, which expire on January 23, 2039 and December 27, 2065, respectively. Planning Council staff utilized a level of service of 178 gallons per day (gpd) per capita (2.2 persons per household (pph)) for residential uses. The amendment will result in a net increase of 0.08 mgd on the projected demand for potable water. Sufficient potable water supply and treatment capacity will be available to serve the proposed amendment site.

SANITARY SEWER

The proposed amendment site will be served by the Hollywood Regional Wastewater Treatment Plant, which has a current capacity of 8.7 mgd allotted to the City of Hallandale Beach. The current and committed demand on the City's allotment is 7.3 mgd, with 1.4 mgd available. Planning Council staff utilized a level of service of 190 gpd per capita (2.2 pph) for residential uses. The amendment will result in a net increase of 0.09 mgd on the projected demand for sanitary sewer. Sufficient sanitary sewer capacity will be available to serve the proposed amendment site.

SOLID WASTE

The proposed amendment site will be served by Waste Management for solid waste disposal service. Waste Management collects and transports the City's solid waste to the Reuter Recycling Facility, which has a current capacity of 5,600 tons per day (tpd). The current and committed demand on the facility is 1,500 tpd, with 4,100 tpd available. Planning Council staff utilized a level of service of 4.75 pounds per day per capita (2.2 pph) for residential uses. The proposed amendment will result in a net increase of 2,257 pounds per day or 1.13 tpd on the projected demand for solid waste. Sufficient solid waste capacity will be available to serve the proposed amendment site.

DRAINAGE

The proposed amendment site is located within the jurisdiction of the Broward County Resilient Environment Department (RED). A surface water management permit from RED may be required prior to any construction.

PARKS AND OPEN SPACE

The City of Hallandale Beach has 136.6 acres in its parks and open space inventory. The 2045 projected population (45,052) requires approximately 135.2 acres to meet the community parks acreage requirement of 3 acres per one thousand persons population. The amendment will result in a net increase of 1.4 acres on the projected demand for local parks. The City of Hallandale Beach continues to meet the community parks acreage requirement of the Broward County Land Use Plan of 3 acres per one thousand persons population.

ATTACHMENT 2

TRAFFIC ANALYSIS PC 22-6

Prepared: September 8, 2022

INTRODUCTORY INFORMATION

Jurisdiction: City of Hallandale Beach

Size: Approximately 5.4 acres

TRIPS ANALYSIS

Potential Trips - Current Land Use Designation

Current Designation: Low-Medium (10) Residential

Potential Development: 54 townhome dwelling units

Trip Generation Rate: "ITE Equation (220) Multifamily Housing (Low-Rise)"*

Total P.M. Peak Hour Trips: 57 peak hour trips

Potential Trips - Proposed Land Use Designation

Proposed Designation: High (50) Residential

Potential Development: 270 high-rise dwelling units

Trip Generation Rate: "ITE Equation (222) Multifamily Housing (High-Rise)"

Total P.M. Peak Hour Trips: 114 peak hour trips

Net P.M. Peak Hour Trips **+ 57 peak hour trips**

PLANNING COMMENTS

The proposed amendment is projected to increase traffic on the regional transportation network by approximately 57 p.m. peak hour trips at the long-range planning horizon.

*Institute of Transportation Engineers (ITE) traffic generation equations from "Trip Generation Manual – 11th Edition," the professionally accepted methodology for estimating the number of vehicle trips likely to be generated by a particular land use.

ATTACHMENT 3



Transportation Department
Service and Strategic Planning Division
1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8382

VIA EMAIL

October 3, 2022



Deanne D. Von Stetina, AICP
Assistant Executive Director
Broward County Planning Council
115 South Andrews Avenue, Room 307
Fort Lauderdale, Florida 33301

RE: "8th Avenue Commons" Land Use Plan Amendment (LUPA)

Dear Ms. Von Stetina

Broward County Transit (BCT) has reviewed your correspondence dated August 17, 2022, regarding the proposed Land Use Plan Amendment (LUPA) for NW 8 Ave Hallandale Beach, FL 33009 (folio numbers 514228010020) for current and planned transit service. The transit service provided within a quarter mile of the amendment site is limited to BCT Route 6 & 28, and Hallandale Community Shuttle routes 3 & 4. Please refer to the following table for detailed information.

BUS ROUTE	DAYS OF SERVICE	SERVICE SPAN A.M. – P.M	SERVICE FREQUENCY
6	Weekday	5:17a - 12:35p	30/40 minutes
	Saturday	5:20a - 10:59p	60 minutes
	Sunday	8:20a - 9:11p	60 minutes
28	Weekday	5:00a - 12:21p	30 minutes
	Saturday	5:40a - 12:18a	30/40 minutes
	Sunday	8:25a - 9:22p	40 minutes
Hallandale Community Shuttle-Route 3	Weekday	7:00a – 7:00p	65 minutes
	Saturday	7:00a – 7:00p	65 minutes
Hallandale Community Shuttle-Route 4	Weekday	7:00a – 7:00p	60 minutes
	Saturday	7:00a – 7:00p	60 minutes
	Sunday	7:00a – 7:00p	60 minutes

BCT can accommodate additional transit demand, as described in the Mass Transit Analysis, with planned fixed route bus service to the amendment site.

As part of the 30 year, one-cent surtax for transportation, BCT will be implementing fixed route bus improvements, including shorter headways and increased span of service on weekdays and weekends. NW 8th Ave was highlighted as a candidate for complete street project as part of the surtax municipal improvement. The development of subject property will support the utilization of mass transit by increasing the employment opportunities along an existing transit route. The proposed development will provide safe circulation routes for pedestrians and bicycles including transit connectivity between existing sidewalks and proposed future bus stops.

Please be advised that the needs of any existing or future bus stops located adjacent or within the amendment site will be addressed during the project's development review process.

Please feel free to call me at 954-357-8554 or email me at rjustafort@broward.org if you require any additional information or clarification on this matter.

Sincerely,

Romary S. Justafort

Romary Justafort
Service Planner
Service and Strategic Planning – Broward County Transit



ATTACHMENT 4

Resilient Environment Department
URBAN PLANNING DIVISION

1 N. University Drive, Box 102 | Plantation, FL 33324 | 954-357-6634 | Fax 954-357-6521

DATE: September 16, 2022
TO: Barbara Blake Boy, Executive Director
Broward County Planning Council



FROM: Josie P. Sesodia, AICP, Director
Urban Planning Division Sesodia

Digitally signed by Josie P. Sesodia
Date: 2022.09.16 11:56:37 -04'00'

SUBJECT: Broward County Land Use Plan
Review of Proposed Amendment – Hallandale Beach PC 22-6

The Broward County Urban Planning Division (UPD) staff has reviewed proposed amendment PC 22-6. The subject site is located in the City of Hallandale Beach involving approximately 5.4 acres. The amendment proposes:

Current Designations: Low-Medium (10) Residential

Proposed Designation: High (50) Residential

Estimated Net Effect: Addition of 216 dwelling units
54 dwelling units currently permitted by the Broward County Land Use Plan
270 total dwelling units

Analysis of Natural and Historic Resources

- A. The County's archaeological consultant reviewed the application. Based on the available information including archival documents, maps, the Broward County Land Use Plan (BCLUP), and the Florida Master Site File (FMSF), the proposed project will not have an adverse effect on any known historical or archaeological resources or areas of archaeological or paleontological sensitivity.
B. Comments and recommendations pertaining to this land use plan amendment for historic/archaeological resources:
1. Although the current FMSF indicates that site 8BD00192, the Old Hallandale Schoolhouse, is within the subject property, a review of modern and historic aerials confirms this resource is outside the subject property and will not be affected.
2. The subject property is located within the jurisdiction of Broward County's historic preservation ordinance (B.C. Ord. 2014-32). Pursuant to B.C. Ord. 2014-32, Section 5-536.5(g). If archaeological materials are uncovered during development activities, such development activities in the immediate vicinity of the discovery

shall be discontinued, and the property owner shall notify the County Historic Preservation Officer of the discovery and undertake certain additional actions.

Contact: Rick Ferrer, Historic Preservation Officer
Resilient Environment Department
Urban Planning Division
1 North University Drive, Suite 102A
Plantation, Florida 33324
Tel.: (954) 357-9731
Email: referrer@broward.org

3. If unmarked burials are discovered, Florida Statutes, Chapter 872.05 requires that "all activity that may disturb the unmarked burial shall cease immediately, and the district medical examiner shall be notified. Such activity shall not resume unless specifically authorized by the district medical examiner or State Archaeologist."

Contact: Broward County Medical Examiner
5301 S.W. 31st Avenue
Fort Lauderdale, Florida 33312
Telephone: (954) 357-5200
Fax: (954) 327-6580
Email: Med_Exam_Trauma@broward.org
Website: <http://www.broward.org/MedicalExaminer>

Affordable Housing

The Urban Planning Division (UPD) staff reviewed the application and determined that it generally meets the requirements of BCLUP Policy 2.16.2 and Article 5 of the Administrative Rules Document.

Amendments that propose to add 100 or more residential dwelling units to the existing densities approved by the BCLUP are subject to the requirements of BCLUP Policy 2.16.2 and Article 5 of the Administrative Rules Document. Policy 2.16.2 requires the involved municipality to provide those professionally accepted methodologies, policies, and best available data and analysis, which the municipality has used to define affordable housing needs and solutions within the municipality. A total of 54 residential units are currently permitted under the existing Broward County Land Use Plan and this request represents an increase of 216 dwelling units. Therefore, Policy 2.16.2 applies to this project.

Development of 200 multi-family, midrise dwelling units, are proposed; 15% (30 units) shall be aside as affordable housing units in perpetuity. According to the recorded Development Agreement Between Eighth Avenue Partners, LLC and the City of Hallandale Beach ("Development Agreement") [INSTR# 118325048], the developer voluntary committed to the construction of 30 affordable housing units as follows: Ten (10) very-low income units for adults aged 55 and over; ten (10) low income units; and ten (10) moderate income units.

The City of Hallandale Beach's comprehensive plan includes goals, objectives and policies that support the plan's Affordable Housing Vision, such as affordable infill development. The City offers incentives for affordable housing construction, such as waivers of development fees and streamlined review processes.

The UPD staff finds this application to be generally consistent with BCLUP 2.16.2 and Article 5, based on the City's provision of affordable housing policies and requirements in its comprehensive plan and Land Development Code. This finding is subject to the execution and recordation of a separate agreement with Broward County, acceptable to the County Attorney's Office, which restricts 30 of the proposed 200 dwelling units as affordable housing units in perpetuity, and as specified by income level(s) in the recorded Development Agreement.

Redevelopment Analysis

The proposed amendment site is not located within an identified redevelopment area.

Intergovernmental Coordination

The proposed amendment site is not adjacent to another municipality and is not in close proximity to any Broward County Unincorporated Area lands or County-owned facilities/property.

Complete Streets

BCLUP POLICY 2.29.2 states that Broward County's greenways and trails shall link neighborhoods with park and recreation facilities, beaches, conservation areas, schools and other public buildings, cultural and historic sites, business areas and multi-modal transportation facilities, in a manner generally consistent with the Broward Complete Streets Guidelines, or equivalent principles.

The applicant did not propose any pedestrian or bicycle enhancements that would be consistent with Policy 2.29.2. The proposed increase in residential units has the potential to generate a substantial number of trips, both vehicular and non-motorized. The UPD staff suggests the following Complete Streets enhancements to improve local mobility and mitigate the increase in trips:

- Actively pursue the Complete Streets enhancements in the Broward Metropolitan Planning Organization's Complete Streets Master Plan, including adding sidewalks to the edges of the development on NW 8th Avenue and NW 2nd Street. Sidewalk design along NW 8th Avenue should be of a similarly buffered and landscaped design as the one across the street from the proposed development. The sidewalk should include a sidewalk ramp at the southwestern corner of the development in order to cross NW 2nd Street.
- Internal and external sidewalks should follow ADA design guidelines for sidewalks, including flared curb ramps at street and driveway corners.
- Review opportunities for further enhancing safety along routes to Gulf Stream Academy of Hallandale Beach (K-8th grade) and Hallandale Beach High School, including improving street crossings at intersections.

- Promote street tree planting and maintenance along major bicycle and pedestrian corridors.
- Some sections of NW 8th Ave have sidewalks only on the west side of the road. Work with the City of Hallandale Beach to provide Americans with Disabilities Act compliant sidewalks and sidewalk ramps.
- Provide onsite electric car charging stations in the parking lots.

cc: Leonard Vialpando, Director, Resilient Environment Department
Darby Delsalle, AICP, Assistant Director, Urban Planning Division
Heather Cunniff, AICP, Planning Section Supervisor, Urban Planning Division
Ralph Stone, Director, Housing Finance Division
Susanne Carrano, Senior Planner, Urban Planning Division
Richard Ferrer, Historic Preservation Officer, Urban Planning Division
Sara L. Forelle, AICP, Senior Planner, Urban Planning Division

JS/smc

ATTACHMENT 5



November 8, 2022

Dawn B. Teetsel
Director of Planning
Broward County Planning Council
115 South Andrews Avenue, Room 307
Fort Lauderdale, Florida 33301



RE: Broward County Land Use Plan Amendment PC 22-6 - 8th Avenue Commons

Dear Ms. Teetsel,

We have received and reviewed the comments from the Broward County review agencies related to our LUPA (PC 22-6). The applicant acknowledges the review agency comments and will include such recommendations in its designs and plans as part of the City's site planning process. Further, the applicant will obtain all necessary permits and licenses prior to undertaking any surface disturbing activities.

Thank you in advance for your assistance. If you need any additional information, please contact me at (404) 664-0723 or jharris@urbanfarmersinc.com.

Thank you,

A handwritten signature in black ink that reads "Jerrell Harris". The signature is written in a cursive, flowing style.

Jerrell Harris
VP of Development

cc/email: Deanne D. Von Stetina – Broward County Planning Council
Hope Calhoun – Dunay, Miskel & Backman, LLP
Terry C. Booty – Urban Farmers, Inc.

Urban Farmers, Inc.

816 NW 1st Avenue - Hallandale Beach, FL 33009

The School Board of Broward County, Florida
SCHOOL CONSISTENCY REVIEW REPORT

LAND USE
SBBC-2236-2017
County No: TBD
Eighth Avenue Commons

March 8, 2022



ATTACHMENT 6

Growth Management
Facility Planning and Real Estate Department
600 SE 3rd Avenue, 8th Floor
Fort Lauderdale, Florida 33301
Tel: (754) 321-2177 Fax: (754) 321-2179
www.browardschools.com

SCHOOL CONSISTENCY REVIEW REPORT - LAND USE

PROJECT INFORMATION	IMPACT OF PROPOSED CHANGE	PROPERTY INFORMATION
Date: March 8, 2022	Units Permitted: 30 Units Proposed: 200	Existing Land Use: Low density 7
Name: Eighth Avenue Commons	NET CHANGE (UNITS): 170	Proposed Land Use: RM-HD2 MP
SBBC Project Number: SBBC-2236-2017	Students Permitted Proposed NET CHANGE	Current Zoning: RS-6 residential
County Project Number: TBD	Elem 7 4 -3	Proposed Zoning: RM-HD-2 MF
Municipality Project Number: TBD	Mid 3 4 1	Section:
Owner/Developer: Eighth Avenue Partners LLC	High 5 8 3	Township:
Jurisdiction: Hallandale Beach	Total 15 16 1	Range:

SHORT RANGE - 5-YEAR IMPACT

Currently Assigned Schools	Gross Capacity	LOS* Capacity	Benchmark** Enrollment	Over/Under LOS	Classroom Equivalent Needed to Meet LOS	% of LOS*** Capacity
Hallandale High	1,821	1,821	1,084	-737	-24	59.5%
Gulfstream Academy Of Hallandale	1,988	1,988	1,455	-533	-14	73.2%

Currently Assigned Schools	Adjusted Benchmark	Over/Under LOS-Adj. Benchmark Enrollment	% LOS Capacity Adjusted Benchmark	Projected Enrollment				
				22/23	23/24	24/25	25/26	26/27
Hallandale High	1,086	-708	59.6%	1,094	1,014	1,034	1,054	1,074
Gulfstream Academy Of Hallandale	1,457	-193	73.3%	1,519	1,526	1,571	1,607	1,642

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code. A traditional cohort survival methodology is used to project school-by-school District traditional school enrollment out over the next five years, and a proportional share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: <http://www.broward.k12.fl.us/dsa/EnrollmentProj.shtml>. The annual benchmark enrollment is used to apply individual charter school enrollment impacts against school facility review processes. * This number already represents the higher of 100% gross capacity or 110% permanent capacity. ** The first Monday following Labor Day. *** Greater than 100% represents above the adopted Level Of Service (LOS)

INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

* See comments for additional Impacted Planning Area information

LONG RANGE - TEN-YEAR IMPACT

Impacted Planning Area	School District's Planning Area Data			Aggregate Projected Enrollment				
	Aggregate School Capacity	Aggregate Enrollment	Aggregate Over/(Under) Enrollment	26/27	27/28	28/29	29/30	30/31
Area 1 - Elementary	18,979	12,018	-7,067	10,975	10,760	10,581	10,402	10,221
Area 1 - Middle	7,416	4,711	-2,705	4,784	4,814	4,781	4,749	4,717
Area 1 - High	9,447	7,179	-2,259	7,023	6,910	6,872	6,835	6,797

* See comments for additional Impacted Planning Area information

CHARTER SCHOOL INFORMATION

Charter Schools within 2-mile radius	2021-22 Contract Permanent Capacity	2021-22 Benchmark** Enrollment	Over/(Under)	Projected Enrollment		
				22/23	23/24	24/25
Alpha International Academy	384	46	-338	46	46	46
Ben Gamla Charter	625	381	-244	381	381	381
Ben Gamla Charter North Broward	900	260	-640	260	260	260
Hollywood Academy 6_8	450	459	9	459	459	459
Hollywood Academy K_5	1,100	1,094	-6	1,094	1,094	1,094
International Studies Academy High School	800	200	-600	200	200	200
International Studies Academy Middle School	594	185	-409	185	185	185
South Broward Montessori Charter School	348	168	-180	168	168	168

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code.

A traditional cohort survival methodology is used to project school-by-school District traditional school enrollment out over the next five years, and a proportional share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: <http://www.broward.k12.fl.us/dsa/EnrollmentProj.shtml>. The annual benchmark school enrollment is used to apply individual charter school enrollment impacts against school facility review processes.

**The first Monday following Labor Day

INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

* See comments for additional Impacted Planning Area information

School Consistency Review Report - Prepared by the Facility Planning and Real Estate Department - The School Board of Broward County, Florida

**PLANNED AND FUNDED CAPACITY ADDITION IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN
(Years 1 - 5)**

School(s)	Description of Capacity Additions
Hallandale High	There are no capacity additions scheduled in the ADEFP that will increase the reflected FISH capacity of the school.
Gulfstream Academy Of Hallandale Beach K-8	There are no capacity additions scheduled in the ADEFP that will increase the reflected FISH capacity of the school.

**PLANNED CAPACITY ADDITION IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN
(Years 6 - 10)**

Capacity Additions for Planning Area 1	
School Level	Comments
Elementary	None
Middle	None
High	None

INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

Comments

Information contained in the application indicates that the approximately 4.9-acre site is generally located east of NW 8th Avenue between NW 2nd Street and NW 3rd Street in the City of Hallandale Beach. Current land use designation for the site is Low Density (7) Residential, which allows 30 single family (all four or more bedroom) residential units. The applicant proposes to change the land use designation to RM-HD2 Multifamily to allow 200 mid-rise (all two or more bedroom) residential units, which is anticipated to generate 1 additional middle and 3 high school students but 3 less elementary school students into Broward County Public Schools.

This application was reviewed based on its location in the School District's Long Range Seven Planning Areas, and Ten-Year Long Range Plan contained in the Adopted District Educational Facilities Plan (ADEFP 2021-22 – 2025-26). However, the statistical data regarding the Level of Service (LOS) standard status of the actual schools impacted by this land use application in the initial five years of the ten-year period is depicted herein for informational purposes only.

Schools serving the amendment site in the 2021-22 school year are Gulfstream Academy of Hallandale K-8 and Hallandale High. Based on the District's Public School Concurrency Planning Document, all the schools are operating below the adopted LOS of the higher of 100% gross capacities or 110% permanent capacities in the 2021-22 school year. Incorporating the cumulative students anticipated from approved and vested developments anticipated to be built within the next three years (2021-22 – 2023-24), all the schools are expected to operate below the adopted LOS of the higher of 100% gross capacities or 110% permanent capacities through the 2023-24 school year. It should be noted that the school capacity or Florida Inventory of School Houses (FISH) for the impacted schools reflects compliance with the class size constitutional amendment and the permanent capacity additions that are planned for the schools within the first three years of the Five-Year Adopted DEFP, FY 2021-22 – 2025-26. In addition, to ensure maximum utilization of the impacted Concurrency Service Areas, the Board may utilize other options such as school boundary changes to accommodate students generated from developments in the County. Charter schools located within a two-mile radius of the subject site in the 2021-22 school year are depicted herein.

Capital Improvements scheduled in the long-range section (2026-27 to 2030-31) of the currently Adopted DEFP Fiscal Years 2021-22 – 2025-26 regarding pertinent impacted schools are depicted above. Based on the School District's Seven Long Range Planning Areas, the amendment site is located within School District Planning Area "1". The elementary, middle, and high schools currently serving Planning Area "1" and their cumulative student enrollments, cumulative capacities, and pertinent student enrollment projections are depicted herein. Therefore, Planning Area "1" is anticipated to have sufficient excess capacity to support the students generated by the residential units proposed in the Planning Area.

Please be advised that if approved, the units from this project will be subject to a public school concurrency review at the plat, site plan (or functional equivalent) phase of development review, whichever comes first.

The School Board of Broward County, Florida
SCHOOL CONSISTENCY REVIEW REPORT
PROJECT NUMBER: SBBC-2236-2017

March 8, 2022

Date

Reviewed By:



Signature

Mohammed Rasheduzzaman, AICP

Name

Planner

Title

ATTACHMENT 7

RED Environmental Comments
PC22-6
Page 1

RESILIENT ENVIRONMENT DEPARTMENT (RED) REVIEW AND COMMENTS ON PROPOSED BROWARD COUNTY LAND USE PLAN MAP AMENDMENT

For: Broward Planning Council
Applicant: Urban Farmers, Inc.
Amendment No.: PC 22-6
Jurisdiction: Hallandale Beach
Size: Approximately 5.4 acres
Existing Use: Vacant
Current Land Use Designation: **Low-Medium (10) Residential**
Proposed Land Use Designation: High (50) Residential



Estimated Net Effect: Addition of 216 dwelling units
54 dwelling units currently permitted by the Broward County Land Use Plan.
270 total dwelling units

Location: In Section 28 Township 51 South, Range 42 East; generally located on the east side of Northwest 8 Avenue, between Northwest 2nd Street and Northwest 3rd Street.

Note: Findings and Recommendations do not constitute waivers from any federal, state or local law.

ANALYSIS AND FINDINGS

ENVIRONMENTAL PERMITTING DIVISION

Contaminated Sites - [CP Policies C1.6, C2.1, C2.4, C2.5, C2.7, WM3.6; BCLUP Strategy EP-3 and Policy 2.5.5]

The list of known contaminated sites (from RED's GIS Database of Contaminated Locations in Broward County) has been reviewed. There are **three (3)** listed contaminated sites found within one-quarter mile of the proposed amendment location. See attached map and database for further information as it relates to the land use amendment site.

Because contaminated sites have been identified at or within one-quarter mile of the proposed amendment location, please be advised that Section 27-353, Broward County Code, prohibits dewatering at or within one-quarter mile of contaminated sites without approval from the EPD. In order to receive approval to dewater, a certified Dewatering Plan must be submitted in accordance with EPD's Standard Operating Procedure for Dewatering, which can be found at <https://www.broward.org/Environment/ContaminatedSites/Pages/Dewatering.aspx>.

The interactive map of contaminated sites in Broward County can be found on the internet at <https://www.broward.org/Environment/ContaminatedSites/Pages/Default.aspx>. Any questions can be directed to (954) 519-1483 or EAR@broward.org. (LA 09/09/22)

Solid Waste - [CP Policies (SW) 6.1.2, 6.1.3, 6.2.6, 6.2.7, 6.2.10, WM3.18; BCLUP Policies 2.11.8, 2.20.3, 2.20.13, 2.34.1, 3.4.3 and Implementation Regulations and Procedures – 1. Development Review Requirements]

There are **two (2)** active and no inactive solid waste facilities located within one mile of the amendment site. See attached map and database for further information as it relates to the land use amendment site. (LA 09/09/22)

Wetlands - [CP: Objectives C8 and C9 Policies; BCLUP Strategy EP-2 and Policies 2.22.1, 2.22.2, 2.22.3]

Review of available information by staff of the Water and Environmental Licensing Section of the Broward County Environmental Permitting Division determined that, at this time, there are no indications of wetlands within the boundaries of the plat. Therefore, a Conceptual Dredge and Fill Review Report is not required. Based upon the present conditions within the site, filling of the land area will not require an Environmental Resource License.

The Water and Environmental Licensing Section of the Environmental Permitting Division encourages all invasive exotic vegetation including Melaleuca, Brazilian pepper, Australian pine and others as listed in the Exotic Pest Plant Council's List of Florida's Most Invasive Species to be removed during the development process, and a management plan may be necessary to control re-invasion of same. In addition, landscape material should not include any plants considered to be invasive of South Florida's native plant communities. The Exotic Pest Plant Council's List of Florida's Most Invasive Species is available at <https://www.fleppc.org/list/list.htm>.

Other activities regulated under Chapter 27, Article XI of the Natural Resource Protection Code (e.g., lake or canal excavation, installation of headwalls, end walls, or outfalls) may require an Environmental Resource License. Prior to undertaking surface disturbing activities, contact the Environmental Permitting Division at 954-519-1483 or AWRLicense@broward.org for specific code requirements.

Surface Water Management - [CP Policies BMSD1.2.2, BMSD1.1.3, BMSD1.2.3, IC7.4, WM2.4, WM2.5, WM3.4, WM3.5, WM3.9, WM3.10, WM3.15, WM3.23, WM3.34, WM4.6, CM6; BCLUP Strategy CCR-2, EP-2, DP-2, and Policies 2.12.5, 2.21.1, 2.21.3, 2.21.5, 2.21.7, 2.24.1, 2.24.2, 2.24.4, 2.24.5, 2.26.5]

Review of available information by staff determined that for establishing finished floor elevation (FFE), the Broward County Future Conditions 100-yr Flood Elevation has to be part of it. Pre-vs-post analysis has not been met for the 25yr-3day nor 100yr-3day. The Post development peak stages have to be equal or lower than the predevelopment peak stages.

Upland Resources (including Tree Preservation and Greenways) - [CP Objective C6 and Policies C6.1, C6.7, C6.10, C6.11; BCLUP Strategy CCR-2 and EP-3 and Policies 2.5.5, 2.23.3, 3.3.1]

Review of aerial photographs indicates that the subject site contains mature tree canopy. Development of the site must comply with the tree preservation regulations of the City of Hallandale Beach. The applicant is required to minimize the number of trees to be removed by incorporating suitable existing trees in the site plan design. If trees cannot be incorporated into the site plan in their current location, the applicant is required to relocate suitable trees. Any trees permitted for removal must be replaced. If the above requirements are adhered to, the proposed land use plan amendment is not expected to have a negative impact on upland resources.

Hazardous Material Facilities - [CP Policies C2.2, (SW) 6.2.6, 6.2.7, WM3.18; BCLUP Strategy EP-3 and Policy 2.26.21]

The list of known hazardous material facilities and storage tank facilities (from EPD's GIS Database of hazardous material facilities in Broward County) has been reviewed. There are nine (9) known hazardous material/storage tank facilities on, adjacent to, or within ¼ mile of the amendment site. Of the nine (9) facilities, five (5) are hazardous material facilities, one (1) is a storage tank facility, and three (3) are facilities that have both hazardous materials and storage tanks. (SC 09/08/2022)

Wellfield Protection - [CP Policies (SW) 6.2.7, WM3.6, WM3.8, WM3.18; BCLUP Policies 2.26.1, 2.26.2, 2.26.3]

The proposed amendment site is currently within wellfield zone of influence three (3). Additionally, Zones one (1), two (2) and three (3) are in proximity (0.25 miles) of the proposed amendment site. Special restrictions apply under Broward County's Wellfield Protection regulations.

For Zone 1: Per Article XIII of the Broward County Code of Ordinances, handling, storing, using, or generating any materials with regulated substances is prohibited.

For Zone 2: Per Article XIII of the Broward County Code of Ordinances, handling, storing, using, or generating any materials with regulated substances is allowed provided the applicant follows site specific wellfield conditions. Conditions include installation (by owner and/or operator) of one or several monitoring wells and the quarterly monitoring and testing (by a company) for specific regulated substance onsite.

For Zone 3: No special restrictions apply. (SC 09/08/2022)

SARA TITLE III (Community Right to Know) - [CP Policy C2.5, (SW) 6.2.10, 6.2.12, WM3.18; BCLUP Strategy EP-3 and Policy 2.5.5, 2.26.1]

The list of known SARA Title III Facilities in Broward County has been reviewed. There are zero (0) known SARA Title III Facilities on, adjacent to, or within ¼ mile of the proposed amendment site. (SC 09/08/2022)

NATURAL RESOURCES DIVISION

Air Quality - [CP Objective C1 and C2, and Policy C2.5, C2.6, C2.9, C2.10, (SW) 6.2.10; BCLUP Strategy EP-3 and Policies 2.9.2, 2.25.1]

The preliminary traffic analysis indicates that the proposed amendment would result in an **increase of 57 PM peak hour trips** per day compared to trips associated with the current designation. Based upon the trips generated and the projected levels of service on surrounding roadways, an amendment to the proposed land use designation can reasonably be assumed to have a **moderate impact** on air quality.

The Air Quality Program recommends pro-active long-term planning methods that will result in the prevention of any further deterioration of our air quality and quality of life. The Air Quality Program recommends that the plan for development includes air quality measures or provisions that will support alternative methods of transportation. These measures include promoting the use of transit, promoting the use of ridesharing, promoting the use of alternative fuel vehicles (AFV) where appropriate and AFV infrastructure, bikeways and bike storage facilities, and the use of pedestrian friendly designs which will include native tree shaded areas.

There is **one (1) air permitted facility** located within half a mile of the proposed amendment site, and it does not have any air quality complaints. There are no facilities in the area with existing or potential odor or noise problems. (LA 09/09/22)

Specially Designated Areas - [CP Objective C6 and policies C6.1, C6.3, C6.5, C6.6, C7.2, C7.4; BCLUP Strategies EP-3, IG-3 and Policies 2.5., 2.12.4, 2.23.1, 2.23.2, 2.23.3, 2.29.1, 3.3.7, 3.3.9, 3.3.10, Implementation Regulations and Procedures - 7. Criteria and Procedures For Environmentally Sensitive Lands And Local Areas of Particular Concern]

County specially designated areas, e.g. Natural Resource Areas, Native Vegetative Communities Category Local Areas of Particular Concern, Urban Wilderness Inventory sites, do not exist within the boundaries of the proposed amendment site.

[Check map at:

<https://www.broward.org/PlanningCouncil/Documents/EnvironmentallySensitiveLands.pdf>]

Protected Natural Lands – The project site is not included, nor is it adjacent to any site in the Protected Natural Lands Inventory. The Protected Natural Lands Inventory is a comprehensive database of public and private native vegetative communities that have been protected through acquisition or regulatory mechanisms and are managed for conservation purposes. The Inventory provides information regarding the ownership and management for each of the Protected Natural Lands and may be accessed at:

<http://www.broward.org/NaturalResources/LandStewardship/Pages/NaturalLands.aspx>

The Protected Natural Lands Inventory is a comprehensive database of public and private native vegetative communities that have been protected through acquisition or regulatory mechanisms and are managed for conservation purposes. The Inventory provides information regarding the ownership and management for each of the Protected Natural Lands and may be accessed at: <http://www.broward.org/NaturalResources/LandStewardship/Pages/NaturalLands.aspx>

Marine and Riverine Resources - [CP Objectives CM1, CM4 and Policies C.7.7 C7.6, C7.8; BCLUP Strategy EP-1 and Policies 2.7.1, 2.11.7, 2.20.3, 2.24.2, 2.27.1, 2.27.2, 2.27.3, 2.27.4, 2.27.5, 2.28.1, 3.3.4, 3.3.7, 3.3.9, 3.3.12]

While the County encourages applicants to consider the listed objectives, strategies, and policies during the site planning process, the proposed amendment site does not contain, fall within, or overlap with a coastal area. Therefore, Broward County Comprehensive Plan Objective CM4 and Policies C.7.6, C.7.7 and C.7.8 and Land Use Plan Strategy EP-1 and Policies 2.7.1, 2.11.7, 2.20.3, 2.24.2, 2.27.1, 2.27.2, 2.27.3, 2.27.4, 2.27.5, 3.3.4, 3.3.9, 3.3.12 do not apply to the review of this project.

Regarding Comprehensive Plan Objective CM1 and Land Use Plan Policy 3.3.7, please see the Analysis and Findings from the Environmental Engineering and Permitting Division concerning wetlands impact from the proposed land use designation. Impacts to resources require review and licensing under Article XI of Chapter 27, Broward County Code of Ordinances.

The Division strongly encourages the applicant to review the Broward County Outdoor Lighting Ordinance (Chapter 39, Article IX, Sec. 39-112) to become familiar with preferred lighting standards to minimize sky glow and ways to minimize lighting disturbance of wildlife as it relates to Broward County Land Use Plan Policy 2.28.1, recognizing that the proposed amendment site is not located along the coast.

Priority Planning Areas for Sea Level Rise – [CP Policies CC1.7, CC2.1, CC2.9, CC2.10, CC2.12, CC2.14, CC2.15, CC3.6, CM2.6; BCLUP Strategy CCR-2 and Policies 2.21.1, 2.21.2, 2.21.3, 2.21.5, 2.21.6, 2.21.7]

The Priority Planning Areas for Sea Level Rise Map identifies areas that are at increased risk of flooding due to, or exacerbated by, sea level rise by the year 2070. In review of land use plan amendments, the County requires the applicant to demonstrate that the project will not increase saltwater intrusion or areawide flooding, not adversely affect groundwater quality or environmentally sensitive lands, and that subsequent development will be served by adequate stormwater management and drainage facilities.

The County also strongly discourages those amendments which would place additional residential and non-residential development at risk of flooding from sea level rise. The County will take into consideration sea level rise and flood protection mitigation strategies and requirements included within the city's local comprehensive plans and/or development regulations, or improvements committed to by the applicant which would mitigate or enhance flood protection and adaptation from rising sea levels.

While the County encourages applicants to consider these and other impacts from climate change during the site planning process, the proposed amendment site *does not* contain, fall within, or overlap with an area for planning consideration, as indicated on the Priority Planning Areas for Sea Level Rise Map. Therefore, Broward County Land Use Plan Policies 2.21.1, 2.21.5 and Comprehensive Plan Policies CC2.1, CC2.12 and CC2.14, *do not apply* to the review of this project.

NatureScape Program – [CP Policies C6.8, CC3.9, WM3.33, WM4.17; BCLUP 2.20.14, 2.20.17]

NatureScape is about creating Florida-friendly landscapes that conserve water, protect water quality, and create wildlife habitat. Development of the proposed amendment site should be coordinated with the NatureScape Broward Program for guidance in development of any related landscaping plans. Information regarding Naturescape can be accessed at: <http://www.broward.org/NatureScape/Pages/Default.aspx>

Water Recharge - [CP Policies WM1.15, WM2.2, WM3.8, WM3.9, WM3.32, WM4.3; BCLUP Policies 2.5.5, 2.26.1]

The proposed land use designation would involve a minor percentage of impervious area. The development resulting from the proposed land use designation could potentially result in a net decrease in the volume of water available for recharge. The change in recharge capacity resulting from development under the proposed designation is expected to be minor.

The impact level is determined by factoring the size of the site with the percent change of impervious area from the current designation to the proposed designation.


Broward County Land Use Plan Proposed Amendment

PC 22-6



0 150 300 Feet

 Proposed Land Use Plan Amendment

 Priority Planning Areas for Sea Level Rise near tidal water bodies at an increased risk of inundation under a 40 inch sea level rise scenario projected to occur by 2070 (PC22-6 is not located in a Priority Planning Area)

BROWARD COUNTY PLANNING COUNCIL
WETLAND RESOURCE QUESTIONNAIRE
as completed by the
RESILIENT ENVIRONMENT DEPARTMENT

I. Description of the Site and Proposed Amendment

For: Broward County Planning Council

Applicant/Agent: Urban Farmers, Inc.

Amendment No.: PC 22-6

Jurisdiction: Hallandale Beach

Size: Approximately 5.4 acres

Existing Use: Vacant

Current Land Use Designation: Low-Medium (10) Residential

Proposed Land Use Designation: High (50) Residential

Estimated Net Effect: Addition of 216 dwelling units
54 dwelling units currently permitted by the Broward County Land
Use Plan.
270 total dwelling units.

Location: In Section 28 Township 51 South, Range 42 East; generally located on the east
side of Northwest 8 Avenue, between Northwest 2nd Street and Northwest 3rd
Street.

Note: Findings and Recommendations do not constitute waivers from any federal, state or local law.

II. Wetland Review

A. *Are wetlands present on subject property?* No

B. *Describe extent (i.e. percent) of wetlands present on subject property.*

C. *Describe the characteristics and quality of wetlands present on subject property.*

D. *Is the property under review for an Environmental Resource License?* No

E. *Has the applicant demonstrated that should the proposed Land Use designation be approved, the proposed project will be consistent with the requirements of Article XI,*

Chapter 27 of the Broward County Code of Ordinances? Unknown

III. Comments:

Review of available information by staff of the Water and Environmental Licensing Section of the Broward County Environmental Permitting Division determined that, at this time, there are no indications of wetlands within the boundaries of the plat. Therefore, a Conceptual Dredge and Fill Review Report is not required. Based upon the present conditions within the site, filling of the land area will not require an Environmental Resource License.

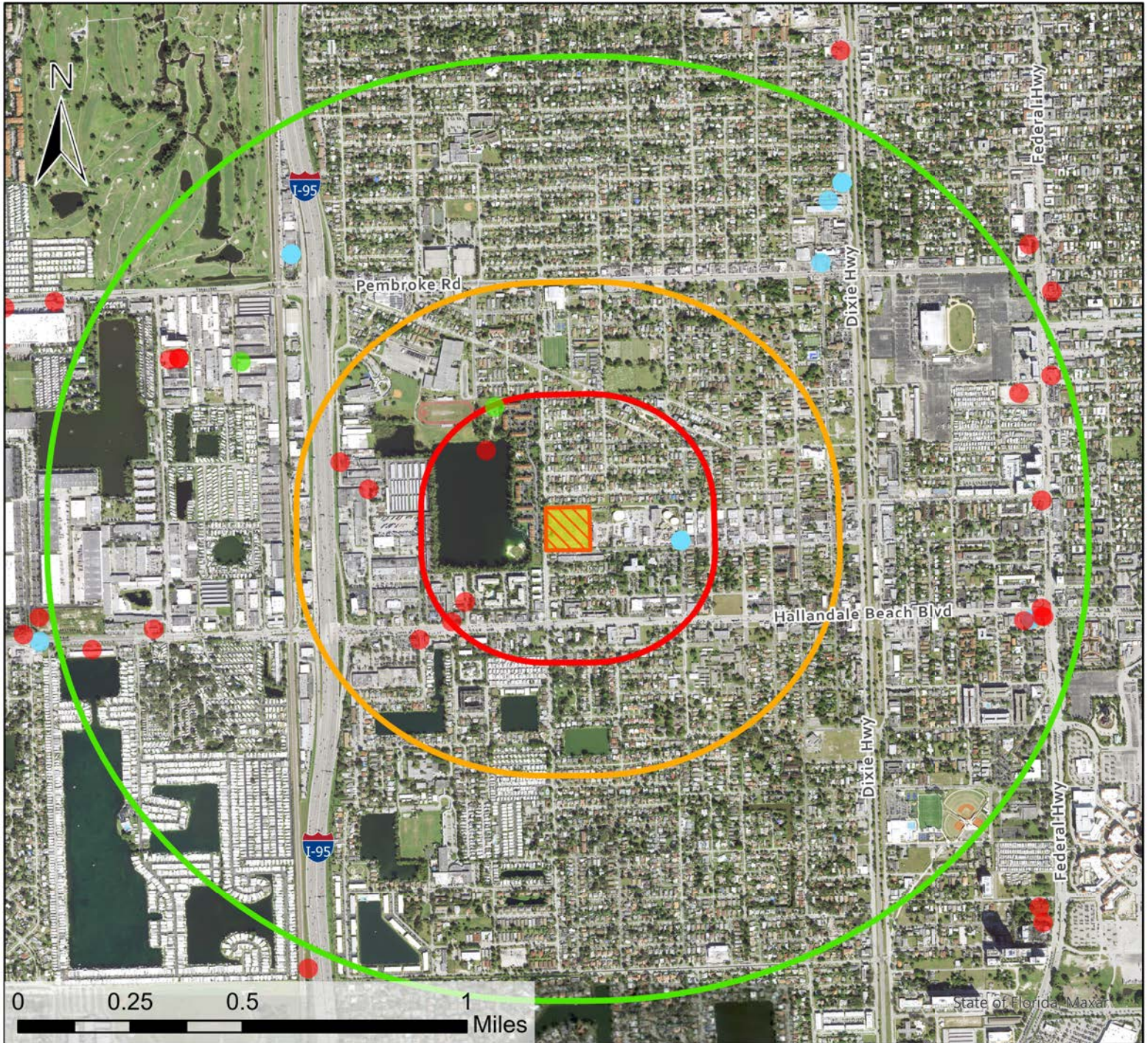
The Water and Environmental Licensing Section of the Environmental Permitting Division encourages all invasive exotic vegetation including Melaleuca, Brazilian pepper, Australian pine and others as listed in the Exotic Pest Plant Council's List of Florida's Most Invasive Species to be removed during the development process, and a management plan may be necessary to control re-invasion of same. In addition, landscape material should not include any plants considered to be invasive of South Florida's native plant communities. The Exotic Pest Plant Council's List of Florida's Most Invasive Species is available at <https://www.fleppc.org/list/list.htm>.

Other activities regulated under Chapter 27, Article XI of the Natural Resource Protection Code (e.g., lake or canal excavation, installation of headwalls, end walls, or outfalls) may require an Environmental Resource License. Prior to undertaking surface disturbing activities, contact the Environmental Permitting Division at 954-519-1483 or AWRLicense@broward.org for specific code requirements.

Completed by:

Linda Sunderland, PWS

Environmental Program Supervisor



Generated for location purposes only. Marker size is a visual aid and neither represents exact location nor area of designated facilities.

Prepared by: LAKINCI 9/8/2022
Natural Resources Division

Contaminated Sites

Site Number	Facility Name	Street Address	City	Zip Code	Pollutant	Facility Type	DEP Facility Number	Active
SF-1208	AMOCO #497	999 W HALLANDALE BEACH BLVD	Hallandale Beach	33009	Gasoline	Gas Station	68502072	Y
NF-3135	CRANE CAMS INC	100 NW 9TH TER	Hallandale Beach	33009	Petroleum	Condominium	68732140	Y
NF-2168	Chaves Lake Park	NW 7TH ST and NW 8TH AVE	Hallandale Beach	33009	Organic Metals	Park	<Null>	Y

Solid Waste Facilities

Facility	Street Address	City	Zip Code	Nature of Facility	Job Status
Pembroke Park Recycling & Transfer	1899 SW 31ST AVE, Pembroke Park, FL 33009	Pembroke Park	33009	Waste Processing Facility	Active
Hallandale Beach Trash Transfer Station	609 NW 8TH AVE, Hallandale Beach, FL 33009	Hallandale Beach	33009	Waste Processing Facility	Active

Land Use Amendment Site: PC 22-6



State of Florida, Maxar, Microsoft



Prepared on: 9/8/2022 2:36 PM

Prepared by: schristine

Land Use Amendment Legend

- Wellfield Zone 1
- Wellfield Zone 2
- Wellfield Zone 3
- Hazardous Materials Facility
- SARA Title III Facility
- Proposed Amendment Site
- 0.25 Mile Buffer

Environmental Permitting Division review of Land Use Amendments for presence of hazardous materials and community right-to-know sites within Broward County. Review includes the location of Wellfield Protection Zones. The display is generated for location purposes only. Marker, if present, is a visual aid and neither represents exact location nor distance to project site. If data are associated, data are provided "as is". The division does not accept responsibility for damages suffered as a result of using, modifying, contributing or distributing the materials.

Hazardous Materials Facilities within, adjacent to, or in close proximity (0.25 miles) of Land Use Amendment			
Name of Facility	Address	Type of Facility based on SIC	Type of License
Brake Kingdom	915 W HALLANDALE BEACH BLVD, Hallandale Beach, FL 33009	7538 - General Automotive Repair Shops	Hazardous Material
Mercedes Service Center	911 W HALLANDALE BEACH BLVD, Hallandale Beach, FL 33009	7538 - General Automotive Repair Shops	Hazardous Material
Brake And Muffler Authority	907 W HALLANDALE BEACH BLVD, Hallandale Beach, FL 33009	7538 - General Automotive Repair Shops	Hazardous Material
7-Eleven Store #25077	747 W HALLANDALE BEACH BLVD, Hallandale Beach, FL 33009	5541 - Gasoline Service Stations	Hazardous Material and Storage Tank
Jiffy Lube #0634	735 W HALLANDALE BEACH BLVD, Hallandale Beach, FL 33009	7549 - Automotive Services	Hazardous Material
FCE #3824	800 W HALLANDALE BEACH BLVD, Hallandale Beach, FL 33009	5541 - Gasoline Service Stations	Storage Tank
Hallandale Complete Auto, Inc.	26 NW 9TH TER, Hallandale Beach, FL 33009	7538 - General Automotive Repair Shops	Hazardous Material
City of Hallandale Beach - Public Works	630 NW 2ND ST, Hallandale Beach, FL 33009	7538 - General Automotive Repair Shops	Wellfield Hazardous Material and Storage Tank
City of Hallandale Beach - WTP	215 NW 6TH AVE, Hallandale Beach, FL 33009	4941 - Water Supply	Wellfield Hazardous Material and Storage Tank

**BROWARD COUNTY
WATER RECHARGE QUESTIONNAIRE
as completed by
RESILIENT ENVIRONMENT DEPARTMENT**

I. Information about the Proposed Amendment

For: Broward Planning Council

Applicant: Urban Farmers, Inc.

Amendment No.: PC 22-6

Jurisdiction: Hallandale Beach

Size: Approximately 5.4 acres

Existing Use: Vacant

Current Land Use Designation: Low-Medium (10) Residential

Proposed Land Use Designation: High (50) Residential

Estimated Net Effect: Addition of 216 dwelling units
54 dwelling units currently permitted by the Broward County Land Use Plan.
270 total dwelling units

Location: In Section 28 Township 51 South, Range 42 East; generally located on the east side of Northwest 8 Avenue, between Northwest 2nd Street and Northwest 3rd Street.

County. Note: Findings and Recommendations do not constitute waivers from any federal, state or local law.

II. Water Recharge Review based on Broward County Land Use Plan Designations

A. Impacts of the current land use designation on water recharge:

A typical value for an impervious area produced by this type of development is approximately 65 percent or the equivalent of 3.51 acres of impervious for this site.

B. Impacts of the proposed land use designation on water recharge:

A typical value for an impervious area produced by this type of development is potentially 85 percent or the equivalent of 4.59 acres for this site.

C. General impacts of the proposed land use change on water recharge:

The change in land use (current to proposed) could potentially result in a increase of 20% impervious surface on the property, which is the equivalent of a increase of 1.08 acres of impervious surface.

III. Analysis of Impact of Change in Land Use Designation

The purpose of this review is to consider County policies regarding water recharge. Aquifer recharge is one of several significant methods that will aid in the protection and conservation of the Surficial Aquifer System. Therefore, the County will continue to promote the development of alternative water supply strategies, including Aquifer recharge, and protect the quality of our potable water supply sources. [Applicable County Policies include: CP WM1.15, WM2.2, WM3.8, WM3.9, WM3.32, WM4.3; BCLUP Strategy CCR-3; Policies 2.5.5, 2.26.1, 2.26.2]

The proposed land use designation would involve a minor percentage of impervious area. The development resulting from the proposed land use designation could potentially result in a decrease in the volume of water available for recharge. The change in recharge capacity resulting from development under the proposed designation is expected to be minor.

The impact level is determined by factoring the size of the site with the percent change of impervious area from the current designation to the proposed designation.

IV. Comments

Staff suggests that the design of the new residential project seek to maximize open space or provide other alternatives to offset negative impacts on recharge capacity on the property. Open space can include but not be limited to parks and open space, stormwater retention, ponds, rain gardens, drainage easements, landscaped areas and other pervious areas fulfilling the goal of water recharge into the aquifer.

ATTACHMENT 8

DEVELOPMENT AGREEMENT

BETWEEN EIGHTH AVENUE PARTNERS, LLC

AND CITY OF HALLANDALE BEACH

FOR

EIGHTH AVENUE COMMONS

RESIDENTIAL DEVELOPMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered this 20th day of March, 2019, by and between EIGHTH AVENUE PARTNERS, LLC, a Florida limited liability company, whose mailing address is 8549 Wilshire Boulevard, Beverly Hills, CA 90211 ("Developer") and the CITY OF HALLANDALE BEACH, a municipal corporation of the State of Florida, whose mailing address is 400 South Federal Highway, Hallandale Beach, Florida 33009 ("City").

WITNESSETH

A. **WHEREAS**, Developer is the owner of certain property located in the City of Hallandale Beach, more particularly identified by folio number:514228010020, and described in Exhibit "A" attached hereto and hereinafter referred to as (the "Property"); and

B. **WHEREAS**, Developer proposes to construct a 200-unit residential development with associated parking, and related amenities on the Property, hereinafter referred to as (the "Proposed Development" or the "Project", or "Eighth Avenue Commons"); and

C. **WHEREAS**, Developer submitted applications to the City for: (i) major development approval for the Proposed Development (the "Site Plan"); (ii) land use plan amendment; (iii) plat; and (iv) rezoning (hereinafter collectively referred to as the "Approvals"); and

D. **WHEREAS**, Section 32-174(d)(4) of the City of Hallandale Beach Zoning and Land Development Code authorizes the City to enter into binding development agreements for the development of real property with persons having a legal or equitable interest in such property; and

E. **WHEREAS**, Developer has requested, and the City has agreed to enter into a Development Agreement to provide for the terms and conditions upon which the Property can be developed in accordance with the Site Plan; and

F. **WHEREAS**, the City of Hallandale Beach City Commission is desirous of entering into a Development Agreement which is consistent with the Comprehensive Plan, the

Land Development Regulations, the approved Site Plan and all other applicable requirements, as specifically provided for in this Development Agreement.

G. **WHEREAS**, Developer wishes to make a contribution to the City for the benefit of programs offered at Hallandale Beach High School and the northwest community in general, wherein the Project is located.

H. **WHEREAS**, in connection with the construction of the Project, Developer will endeavor to hire Hallandale Beach residents for construction jobs at the Project, including general laborers and specialized trades.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Recitations.** The recitations set forth above are true and correct are incorporated herein by this reference.

2. **Definitions.** For the purpose of this Agreement, unless the context otherwise requires:

A. "Developer" shall mean Eighth Avenue Partners, LLC, a Florida limited liability company, and includes its successors, assignees, tenants, agent, contractors, subcontractors and parties in interest. It is understood that Eighth Avenue Partners, LLC shall have the right to sell, assign, or otherwise alienate the property

B. "Project" or "Proposed Development", or Eighth Avenue Commons shall mean the Major Development Plan approved by the City of Hallandale Beach for construction of 200-unit residential project with associated parking and related amenities.

C. "Principal Building" shall mean the residential building depicted on the Site Plan.

3. **Description of Real Property.** The legal description of the Property which is the subject of this Development Agreement is set forth on Exhibit "A".

4. **Required Development Permits and Approvals.** This Development Agreement is contingent upon the City's approval of the following applications by the Developer:

- a. FLUM Amendment (Future Land Use Map)
- b. Rezoning
- c. PDO rezoning (Plan Development Overlay)
- d. Replatting
- e. Flex Unit approval

5. **Specific Restrictions on Development of Real Property.** The Project shall be undertaken and carried out in accordance with all City Codes and Ordinances in effect on the

effective date of this Development Agreement, except for those exceptions and variations as set forth in this Development Agreement or any exhibit attached hereto. All additional Code amendments adopted after the effective date of this Development Agreement and not conflicting with the approvals memorialized herein, including without limitation the exceptions and variations enumerated in this Development Agreement, shall be applicable to the Project. The City and Developer agree that the Project shall be governed in conformance with the following agreements, limitations, modifications, exceptions and variations.

Completion of Project. Developer agrees to diligently complete construction of the Project. If construction does not commence on the building within the timeframes allowed by this agreement, then the flex units allotted to the project shall be rescinded.

6.. **Permitted Uses and Development.** The Property may be developed with those uses permitted in the RMHD-2 (residential multi-family (high-density-2)) zoning district.

7. **Parking, Dimensional and Landscape Requirements.** The development of the Property with the Permitted Uses shall be in accordance with the parking requirements, setbacks, heights, landscaping and other site development standards set forth in the Site Plan attached as Exhibit "B," and as set forth in a complete set on file and maintained by the City Development Services Department.

8. **Waiver of City Regulations.** In consideration of compliance with the Special Conditions in Section 8, the Project may be constructed in accordance with the following modifications of the applicable Code provisions:

Modification of City Regulations

No.	Code Standard	Required	Provided
1.	Unit Size - 1 Bedroom (Section 32-147(c)(7))	1,000 sq. ft.	900 sq. ft.
2.	Unit Size - 2 Bedroom (Section 32-147(c)(7))	1,100 sq. ft.	990 sq. ft.
3.	Unit Size - 3 Bedroom (Section 32-147(c)(7))	1,200 sq. ft.	1080 sq. ft.
4.	Landscape Area Section 32-384(a)(6))	30%	17%
5.	Landscape Buffer (South Property Line) (Section 32-385(d)(7)(a))	10 ft.	0 ft.
6.	Landscape Buffer (West Property Line) (Section 32-385(d)(7)(a))	10 ft.	6 ft. -6in.
7.	Landscape Island Curb (LIC) (Section 32-384(f)(1)(2))	7 ft. min. width	9 of the total LIC are less than 7ft. wide; see details on sheets SP-01 & SP-02
8.	Parking Required	433	402

	(Section 32-455(b)(3)(a)&(c)(1))		
9.	Bldg. Setback-Northwest Section 32-157(c)(5))	30 ft.	16 ft. -1in.
10.	Bldg. Setback-Southwest Section 32-157(c)(5))	30 ft.	16 ft. -5in.
11.	Dead End Parking	Max 4 in a row	9 in a row proposed

9. **Developer Obligations.** Developer agrees that 30 of the 200 units constructed within the Project shall be set aside in perpetuity as follows:

- A. 10 units shall be set aside for adults age 55 and over, at or below 50% of the average median income (“AMI”) for Broward County; and
- B. 10 units shall be set aside at or below 60% of AMI; and
- C. 10 units shall be set aside at or below 80% of AMI.

AMI shall be determined by utilizing the Broward County chart published at the time of issuance of the last certificate of occupancy for the Project. The fulfillment of the obligations outlined in this section shall satisfy the Developer’s Affordable Housing obligation as same is required by the City in connection with new developments. Within 30 days of the City’s written request, OWNER agrees to provide leases or rental agreements exhibiting compliance with the affordable housing set asides described above. No request for proof of compliance may be made within twelve (12) months of the previous request. The obligations set forth in this section shall be memorialized in a separate instrument, as set out in Exhibit A, executed by the Developer and recorded in the public records of Broward County at the Developer’s expense prior to issuance of the Certificate of Occupancy.

10. **Special Conditions.** Developer, its successors and assigns, shall comply with the conditions of major development approval which are set forth in this Agreement. It is further understood and agreed that failure to fulfill any provision of this Agreement, the Site Plan, or the conditions of approval, may result in non-issuance of certificates of occupancy, certificate of completion, or other regulatory approvals with respect to the Proposed Development, until such time as all conditions of the specific building permit or this Agreement are complied with, and that the City shall not be liable for any direct, indirect and/or consequential damages claimed for such non-issuance. Developer acknowledges that the following are special conditions which must be adhered to throughout the development of Project:

- A. Prior to the issuance of the first building permit, Developer shall submit a construction staging plan for review and approval by the City Manager or his/her designee.
- B. Prior to the issuance of the first building permit for the Project, the Developer shall:

- a. Utilize the City of Hallandale Beach for roll out service and sanitation collection and include in the management plan for the Project for this service to be provided by the City so long as it is available and such provisions of the Project association documents shall be in a form acceptable to the City Attorney.
- C. Truck Wash: All construction entrances shall provide an area where mud can be removed from construction vehicle tires before they enter the public road. A tire washing system shall be provided, and provisions must be made to intercept the wash water and trap the sediment before it is carried offsite. The wash areas and the washing system must be shown in the construction plans submitted for building permit.

11. **Utilities.**

- A. At the time of permitting, Developer shall provide drainage calculations. The calculations must comply with federal and state regulations and City criteria to retain five (5) years, one (1) hour storm on-site. Developer shall construct all on-site storm water improvements necessary to retain proper drainage and run-off.
- B. If required in connection with the Project, Developer shall construct all utilities servicing the Project underground, including but not limited to any existing above ground utilities to be utilized within the scope of the Project.

At no additional cost, the City agrees to fully cooperate and provide the Developer with appropriate approval and access to City easements and connections as needed to the City sanitary sewer force main system. The City will also facilitate any and all connections and easements which may not belong to the City but may be required in order for Developer to connect.

12. **Controlling Documents.** The Site Plan is incorporated herein by reference and made a part of this Agreement. There shall be strict adherence to this Agreement and the Site Plan, subject to minor modification if approved by the City Manager in his discretion, as same may be amended from time-to-time in accordance with the procedures set forth in the City's Zoning and Land Development Code or this Agreement. In the event that the Site Plan or any portion thereof is found to be in conflict with this Agreement, this Agreement shall control.

13. **Building Permits and Certificates of Occupancy.** Subject to Developer's compliance with all applicable codes, ordinances, regulations, the Site Plan and this Agreement, the City agrees to issue to Developer, upon application and approval, all required building permits, approvals or other required permits and Certificates of Occupancy for the construction, use and occupancy of the Proposed Development.

14. **Fees.** Approvals are also based upon payment of the City's usual and customary fees and charges for such applications, permits or services, in effect at the time of issuance of the permit or approval, and any financial contribution identified as part of this Agreement including but not limited to the following:

- A. Payment of City's water impact fee and sewer impact fee in accordance with City Code and this Agreement.
- B. Payment of Building Permit Fees.
- C. Public Safety Impact Fee: In recognition of the increased demand on public safety services anticipated from the Project, prior to the issuance of the first building permit, the Developer will contribute an amount based upon the final development program at the following rates: \$ 217 per residential unit for police services and \$204 per residential unit for fire services (the "Impact Fee Rates".) The funds paid by Developer pursuant to the Impact Fee Rates shall be used by the City to provide necessary capital improvements in public safety departments, including, but not be limited to, expansion of fire station(s) and construction of a police training facility. Based upon the current maximum build out scenario for the Project as set forth on the Site Plan (200 residential units x \$421 per unit = \$84,200), Developer's maximum public safety contribution will be \$84,200 (the "Maximum Public Safety Contribution").
 - (i) Effect of City Adoption of Future Public Safety Impact Fee: It is understood that City has not adopted an impact fee for police and fire service. In the event the City adopts an impact fee for police and/or fire services at any time prior to issuance of the first building permit of any type for the Project, and such impact fees for the Project, when calculated pursuant to such adopted impact fee ordinance, are less than the Maximum Public Safety Contribution, such impact fee shall be paid according to the new impact fee schedule.
- D. Parks and Recreation Impact Fee. In recognition of the increased demand on parks and open space anticipated from the Project, prior to the issuance of the first building permit, the Developer will contribute an amount based upon the final development program at the following rate: (the "Parks and Open Space Impact Fee Rate".) The funds paid by Developer pursuant to the Parks and Open Space Impact Fee Rates shall be used by the City to provide necessary land acquisition for future parks and their development or modification of existing parks to increase user capacity. Based upon the current maximum build out scenario for the Project as set forth on the Site Plan (200 multi-family residential units x \$975 per multi-family residential unit), Developer's maximum Parks and Open Space contribution will be \$195,000 (the "Maximum Parks and Open Space Contribution").
 - (i) Effect of City Adoption of Future Parks and Open Space Impact Fee: It is understood that City has not adopted an impact fee for Parks and Open Space. In the event the City adopts an impact fee for parks and open space acquisition and development at any time prior to issuance of the first building permit of any type for the project, and such impact fees for the Project, when calculated pursuant to such adopted impact fee ordinance, are less than the Maximum Parks and Open Space Contribution, such impact fee shall be paid according to the new impact fee schedule.

- E. Fee-in-lieu of parking: Prior to the issuance of a certificate of occupancy, Developer shall pay the City a fee-in-lieu of parking of \$10,500 per parking space deficiency. The plan, as presented, is 31 spaces deficient, resulting in a fee of \$325,500. The City shall utilize such funds for the installation of parking in the northwest section of the City. In the event that the funds are not expended for this purpose within 5 years of the approval of this agreement (the 1,825th day after approval by the City Commission, "Use Date"), any unspent funds shall be returned to the developer upon developer's application for a refund. Developer's application for a refund must be received within 180 days from the Use Date in order to qualify for a refund.
- F. Transportation Mitigation Fee. As a result of the contributions to right of way improvements described in section 15 below, the Developer's Transportation Mitigation Fee in the amount of \$103,585 is waived.
- G. Community Services Impact. In recognition of the Project's impact on City social services, the Developer shall contribute \$265,000.00 to the City. The funds shall be set aside and used by the City to provide social services offered in or benefiting the Northwest Hallandale Beach quadrant, wherein the project is located, including, but not limited to, funding of extra-curricular programs offered to students at the Hallandale Beach High School. The funds will be paid in two installments of \$132,500; the first installment must be paid prior to the issuance of the first building permit for the project and the second installment must be paid prior to issuance of the Certificate of Occupancy.

15. Transportation Mitigation Right of Way Improvement: In connection with the development of the Project, the Developer shall design and construct improvements along the north side of NW 2nd Street directly adjacent to the Project. Said improvements shall include the installation of a new 25' roadway, sidewalk, landscaping, curb, drainage, and parallel parking spaces in accordance with the approved Site Plan. Developer shall also contribute to the City the amount of \$500,000 prior to the issuance of the first building permit for the Project, toward the City's design and construction of right of way improvements for the entire width of NW 3rd Street from NW 6th Avenue to NW 8th Avenue. The contribution described in this section, along with the construction, installation, and design also described in this section shall be referred to collectively herein as the "Transportation Improvements". The City shall provide the Developer with a Transportation Mitigation Fee Credit as described in 14F above.

16. **Amendments.** Any amendment to this Agreement shall not be approved unless all parties' subject to this Agreement agree to the amendment in accordance with Section 32-805 of the City Code, as same may be amended from time to time.

17. **Developer's Representations and Warranties.** Developer makes the following representations and warranties to the City, each of which shall survive the execution and delivery of this Agreement:

- A. Developer is a limited partnership duly organized and validly existing under the laws of the State of Florida and has full power and capacity to own its properties, to carry on its business as presently conducted by Developer, and to enter into the transactions contemplated by this Agreement.
- B. Developer's execution, delivery and performance of this Agreement have been duly authorized by all necessary individual, partnership, corporate and legal actions and do not and shall not conflict with or constitute a default under any indenture, agreement or instrument to which Developer or Developer's property may be bound or affected.
- C. Except as otherwise previously or concurrently disclosed to the City in writing, there are no actions, suits or proceedings now pending or (to the best of Developer's knowledge) now threatened against or affecting Developer or its property before any court of law or equity or any administrative board or tribunal or before or by any governmental authority which would prohibit, restrict or otherwise interfere with Developer's ability to enter this Agreement or carry out the provisions of this Agreement.
- D. This Agreement constitutes the valid and binding obligation of Developer, enforceable against Developer, and its successors and assigns, in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally.
- E. Developer agrees to construct the roof top amenities as depicted on the attached site plan. Any alteration to the construction or installation of the roof top amenities which alters the appearance of same by more than 10% must be approved by the City Manager prior to approval of said plans. The City Manager may withhold approval if the proposed plan reduces the usable amenity space by more than 10%.

18. **City's Representations and Warranties.** The City makes the following representations and warranties to Developer, each of which shall survive the execution and delivery of this Agreement:

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of Florida; and has full power and capacity to own its properties, to carry on its business as presently conducted by the City, and to enter into the transactions contemplated by this Agreement.
- B. The City's execution, delivery and performance of this Agreement have been duly authorized by all necessary legal actions and do not and shall not conflict with or constitute a default under any indenture, agreement or instrument to which the City is a party or by which the City or the City's property may be bound or affected.

- C. This Agreement constitutes the valid and binding obligation of the City, enforceable against the City, and its successors and assigns, in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally.

19. **Joint Defense.** In the event the requested Approvals are approved by the City Commission, Developer and the City shall defend against any judicial appeal or other challenge instituted or maintained by any third party in opposition to any of the Approvals issued as necessary to effectuate the development and construction of the Project consistent with the Approvals.

- A. Except as otherwise expressly provided herein, Developer agrees to defend, indemnify and hold the City harmless from any claim, demand, suit, action, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from City (and its officers, agents, servants, employees, and representatives) solely by reason of any appeal or other judicial challenge which said claim, demand, suit, action, loss, cost, expense or damage which directly relates to the City's Approvals, except that such agreement to defend, indemnify and hold harmless excludes and does not apply or otherwise cover any claim, demand, suit, action, loss, cost, expense or damage to the extent that the City (and/or the City's officers, agents, servants, employees, or representatives) engages in willful misconduct and/or are grossly negligent.
- B. Moreover, so long as not adverse to each of their respective interests, the City and Developer agree to fully cooperate with one another to diligently defend any claim, suit, action or other proceeding covered under this Agreement, including, but not limited to, any claim, suit, action or other proceeding against the City in connection with the issuance of any Approvals as may be necessary to effectuate the development of the Project, and any appeal in connection with any such claim, suit, action or other proceeding.
- C. Except as otherwise expressly provided herein, Developer's agreement to defend, indemnify and hold harmless City, shall likewise apply to any reasonable attorneys' fees and costs incurred by the City in defending any claim, suit, action or other proceeding brought by any person or entity against the City concerning any decision by the City to issue City Approvals as may be necessary to effectuate the development of the Project.
- D. The defense of City, as required herein, shall be provided by legal counsel which is selected by the City Attorney with such approval not to be unreasonably withheld by Developer.

Nothing in this Agreement is intended to waive, limit or otherwise restrict any defenses or immunities available to the City as a result of its decision in connection with the issuance of any City approvals.

20. **Binding Effect.** This Agreement shall be recorded in the Public Records of Broward County, Florida, and the provisions of this Agreement shall be binding upon the parties hereto and their respective successors and assigns as a covenant running with and binding upon the Property.

21. **Developer's Breach of Agreement and Remedies.** The occurrence of any one or more of the following events shall be deemed a "Developer Event of Default" under this Agreement:

- A. Any failure to fulfill any covenants and obligations under this Agreement that shall continue for a period of thirty (30) days following written notice from City; however, in the event that such failure cannot be reasonably cured within such thirty (30) day period, so long as the City determines that such failure was beyond the reasonable control of Developer or did not result from a lack of good faith and Developer has promptly commenced the action(s) necessary to cure the failure and diligently and continuously prosecutes such action, the thirty (30) day cure period shall be extended for such period as may reasonably be necessary to cure such failure.
- B. Upon a Developer Event of Default that continues beyond all applicable cure periods, in addition to all remedies available at law and/or equity, the City shall have the right to terminate this Agreement, by providing written notice to Developer, in which event the parties shall be released from all further obligations under this Agreement, and the City shall be relieved from any and all obligations to reimburse Developer for any amounts whatsoever. In the event Developer commences construction of a Principal Building and the City determines that the Project has been abandoned pursuant to Section 32-761 of the City Code, Developer shall demolish, at its expense, any partially completed improvements and restore the site with sodding and fencing in accordance with all requirements of the City Code.

22. **Hold Harmless.** Developer agrees to and shall hold the City, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury including death and claims for property damage which may arise from the direct or indirect operations of Developer or those of Developer's contractor, subcontractor, agent, employee, or other person acting on his behalf which relate to the Proposed Development. Developer agrees to and shall defend the City and its officers, agents, employees, and representatives from any and all claims, actions, proceedings, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and costs of suit incurred in connection with such claims at all trial and appellate levels), caused or alleged to have been caused by reason of Developer's activities in connection with the Proposed Development.

23. **Monitoring Official.** The City of Hallandale Beach City Manager or his or her designee is appointed as the City's monitoring official of this Agreement. The City's representatives shall monitor the activities specified in such a manner to ensure that all requirements of this Agreement are met.

24. **Surety.** Bonding shall be provided as required by the Code and applicable ordinances and regulations. This Agreement shall not affect such requirements except as specifically provided herein, and to provide for joint and severable liability and to make clear that all requirements shall be binding on any mortgagees, successors or assigns. Irrevocable letters of credit in such form and issued by such institutions as may be acceptable by the City shall serve as appropriate surety against failure to perform.

25. **Force Majeure.** In the event that Developer is delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts (hereinafter, "Permitted Delay" or "Permitted Delays"), Developer shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon Developer seeking an extension of time delivering written notice of such Permitted Delay to the City within ten (10) days of the event causing the Permitted Delay, and the maximum period of time which Developer may delay any act or performance of work due to a Permitted Delay shall be one hundred eighty (180) days.

26. **Venue.** In the event of any litigation arising under or in any manner related to this Agreement, venue for such litigation shall be Broward County, Florida. The parties hereto agree to waive the right to trial by jury.

27. **Notices.** Any notice, demand or other communication required or permitted under the terms of this Agreement shall be in writing, made by overnight delivery services or certified or registered mail, return receipt requested, and shall be deemed to be received by the addressee one (1) business day after sending, if sent by overnight delivery service and three (3) business days after mailing, if sent by certified or registered mail. Notices shall be addressed as provided below:

If to the City: City of Hallandale Beach
 Attn: City Manager
 400 South Federal Highway
 Hallandale Beach, FL 33009
 (954) 457-1300 – phone
 (954) 457-1454 – fax

With counterpart to: City of Hallandale Beach
 City Attorney
 400 South Federal Highway
 Hallandale Beach, FL 33009
 (954) 457-1325 – phone
 (954) 457-1660 - fax

If to Developer: Eighth Avenue Partners, LLC
 816 NW 1st Avenue
 Hallandale Beach, FL 33009

Attn: Terry Booty
310-901-0374 – phone
954-505-4061 – fax

With counterpart to: .

Dunay, Miskel and Backman, LLP
Hope W. Calhoun, Esq
14 SE 4th Street, Suite 36
Boca Raton, Fl. 33432
561-405-3300 – phone
561-405-2341 – fax

28. **Severability.** Invalidation of any provision of this Agreement shall not affect any other provision of this Agreement, which shall remain in full force and effect.

29. **Regulatory Powers.** City cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Project. Nothing in this Agreement shall be deemed to create an affirmative duty of City to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

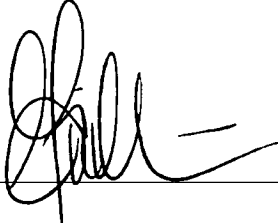
30. **Effective Date.** Pursuant to Chapter 163, Florida Statutes, the Effective Date of this agreement is not until it is properly recorded in the public records of Broward County. It is further provided that the Agreement is contingent upon the Future Land Use Map Amendment being effective upon recertification by the Broward County Planning Council. This Agreement shall run with the land and be binding on all parties and all persons claiming under them for a term if thirty (30) years from the Effective Date. This Agreement shall not exceed 30 years unless extended by mutual consent of the City and Developer following a public hearing in accordance with Chapter 163, Florida Statutes.

31. **Assignment.** Developer agrees to give notice to the City of any assignment of this Agreement to any related entity. In the event Developer intends to assign this Agreement to any unrelated entity it shall first obtain the prior written consent of the City Manager, which consent will not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the proper officers the day and year above written.

CITY:

ATTEST



Jenorgen Guillen
City Clerk



Dr. Jeremy Earle
City Manager

ENDORSED AS TO FORM
AND LEGALITY FOR THE
USE AND RELIANCE OF THE
CITY OF HALLANDALE BEACH ONLY



Jennifer Merino
City Attorney

EXHIBIT "A"

Legal Description of the Developer Property

THE WEST ½ OF OUTLOT 9, IN THE NORTHEAST ¼ SECTION 28, TOWNSHIP 51 SOUTH, RANGE 42 EAST, ACCORDING TO THE "MAP OF THE TOWN OF HALLANDALE, DADE COUNTY, FLORIDA", AS RECORDED IN THE PLAT BOOK B, PAGE 13, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS EAST 236.49 FEET THEREOF, CONVEYED TO THE CITY OF HALLANDALE BEACH, A MUNICIPAL CORPORATION, BY QUIT-CLAIM DEED FOR RECORD ON JULY 30, 2004, IN OFFICIAL RECORDS BOOK 37933, PAGE 1550, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID LANDS SITUATE IN THE CITY OF HALLANDALE, BROWARD COUNTY, FLORIDA.

EXHIBIT "B"

Site Plan

Eighth Avenue Commons A Workforce Housing Project

- 1) T-00 Title Sheet – 6-12-2018
- 2) LS-03 Survey – 6-12-2018
- 3) SP-01 Site Plan – 6-12-2018
- 4) A-06 East & West Elevation – 6-12-2018
- 5) A-07 North & South Elevation – 6-12-2018
- 6) A-08 North & South Courtyard Elevations – 6-12-2018

ATTACHMENT 9

Return to: (enclose self addressed stamped envelope)

Hope W. Calhoun, Esq.
Dunay, Miskel & Backman, LLP
14 SE 4th Street, Suite 36
Boca Raton, FL 33432



This Instrument Prepared By:
Hope W. Calhoun, Esq.
Dunay, Miskel & Backman, LLP
14 SE 4th Street, Suite 36
Boca Raton, FL 33432

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") made this of ____ of _____, 2022, by, 8AC HOUSING LLC, a Delaware limited liability company, having an address of 838 Walker Road, Suite 21-2, Dover, DE 19904 ("Declarant"), successor by assignment to Eighth Avenue Partners, LLC, a Florida limited liability company shall be for the benefit of BROWARD COUNTY, a political subdivision of the State of Florida, with a post office address at 115 South Andrews Avenue, Fort Lauderdale, FL 33301 ("County"), its successors and assigns, and the City of Hallandale Beach, with a post office address at 400 S. Federal Highway, Hallandale Beach, FL 33009 ("City")

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of approximately 5.4 gross acres of land, generally located on the east side of NW 8th Avenue between NW 2nd Street and NW 3rd Street, Broward County, Florida, and more particularly described in **Exhibit "A"** attached hereto (the "Property"); and

WHEREAS, Declarant, has submitted an application to the City (Application No. ____) and to the County (Broward County Planning Council Application No. 22-6) for a land use plan amendment, to change the existing land use designation for the Property from Low-Medium (10) Residential to High (50) Residential in conjunction with the redevelopment of the Property ("Amendment"); and

WHEREAS, the City and the County have approved the Amendment which will allow residential uses on the Property; and

WHEREAS, Declarant voluntarily agrees to make certain designations for affordable housing for the period of time provided herein.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, and regulations hereinafter set forth, all of which shall run with such Property and any part thereof and which shall be binding upon all parties having any right, title or interest in such Property or any part thereof, their heirs, successors and assigns.

1. Recitations. The recitations set forth above are true and correct and are incorporated into this Declaration by this reference.

2. Property Development. Declarant hereby declares the following:

(a) There shall be no more than 200 residential units constructed on the Property, along with associated parking and related amenities ("Project");

(b) Fifteen (15) percent of the residential units to be constructed on the Property (as set forth on the final site plan approved by the City) shall be affordable as defined in the Broward County Comprehensive Plan and as further restricted by this Declaration ("Affordable Housing Units"). If fifteen (15) percent of the actual residential units to be constructed on the Property does not yield a whole number of Affordable Housing Units, the partial number of Affordable Housing Units yielded shall be rounded up to the next whole number;

(c) Upon issuance of each final certificate of occupancy for any structure containing residential units, Declarant shall record a Notice of Designation of Affordable Housing Units (an "Affordable Housing Notice") corresponding to such Affordable Housing Units located within the building covered by such certificate of occupancy, the form of which Affordable Housing Notice is set forth on **Exhibit "B"** attached hereto and incorporated herein; provided, however, with respect to Affordable Housing Units offered for rent, Declarant shall retain the right to modify which units within any structure shall be an Affordable Housing Unit so long as at all times following issuance of a final certificate of occupancy for any structure containing residential units there is a minimum of fifteen (15) percent of Affordable Housing Units designated and a revised Affordable Housing Notice is recorded identifying all then designated Affordable Housing Units.

3. Affordable Housing Units Offered For Rent. Declarant hereby declares all Affordable Housing Units offered for rent shall be rented in accordance with the following:

(a) All Affordable Housing Units constructed on the Property shall be used solely as each renter's principal residence and shall be used solely for residential purposes. No Affordable Housing Unit may be used for any non-residential purpose, other than the homes offices when permitted by applicable zoning regulations; and

(b) All Affordable Housing Units shall be rented by persons who meet the following criteria at the time of lease:

1) One or more natural persons or a family, the total annual adjusted gross household income of which does not exceed 120 percent of the median annual adjusted gross income for Broward County, adjusted for family size. Said limits to be published annually by Broward County or other appropriate governmental entity designated by Broward County. For the purposes of this provision, the term "adjusted gross income" shall mean all wages, assets, regular cash or noncash contributions or gifts from persons outside the household and such other resources and benefits as may be determined to be income by the United States Department of Housing and Urban Development, adjusted for family size, less deductions allowable under section 62 of the Internal Revenue Code. For the purposes of this provision, the term "adjusted for family size" means adjusted in a manner which results in an income eligibility level which is lower for households with fewer than four people, or higher for households with more than four people, based upon a formula as established by the United States Department of Housing and Urban Development; and

2) The renter of an Affordable Housing Unit shall have monthly rental payments (including taxes and insurance) that do not exceed thirty (30) percent of their monthly adjusted gross income.

(c) On an annual basis, beginning no later than 12 months after the Effective Date of this Declaration, the owner of an Affordable Housing Unit offered for rent shall request written certification that the criteria in 3(b) has been satisfied from the City of Hallandale Beach or from an agent designated by the City for the purpose of providing such certifications. Said owner of an Affordable Housing Unit offered for rent shall not be required to comply with this provision if the City does not approve or deny the request within thirty (30) days of said owner's request.

4. Recordation and Effective Date.

(a) This Declaration shall not become effective (the "Effective Date") until the latter of (i) Final Approval and (ii) recordation amongst the Public Records of Broward County, Florida; however, as to each Affordable Housing Unit, the Effective Date of this Declaration shall be the date of recording of the Affordable Housing Notice corresponding to such Affordable Housing Unit.

(b) Once recorded, this Declaration shall run with the Property for the sole benefit of County and City and does not operate as a restriction in favor of any Property owner and shall bind all successors and assigns to the title of the Property. As used herein, "Final Approval" shall mean final approval and adoption of the County Application, and the expiration of any appeal periods applicable thereto without an appeal having been taken or, if taken, when finally dismissed with no further appeal permitted.

(c) From and after such time as any Affordable Housing Unit is conveyed by Declarant to a third-party purchaser, Declarant shall have no further obligations under this Declaration with respect to that particular Affordable Housing Unit and such third party purchaser shall be obligated to comply with all of the provisions of this Declaration with respect to said Affordable Housing Unit.

5. Term, Release and Termination. The restrictions, covenants, rights and privileges granted, made and conveyed herein ("Affordable Housing Restrictions") shall be valid in perpetuity unless terminated by the Declarant and the City and the County as evidenced by a termination easement recorded in the Public Records of Broward County.

6. Amendments. This Declaration shall not be modified or amended as to any portion of the Property except by written instrument, executed by the then owner or owners of the portion of the Property affected by such modification, amendment, terminate or release and approved in writing by the County and City. Any modification or amendment of this Declaration shall be recorded in the Public Records of Broward County, Florida.

7. Remedies for Violation. In the event the Declarant, its successors or assigns, violate any of the covenants and restrictions contained herein, Declarant hereby acknowledges and agrees that the County and/or City (upon a written request from the County and/or City, as applicable) may withhold further permits and approvals with respect to the Property. The County and the City are the beneficiaries of these covenants and restrictions, and as such, the County and the City may enforce these covenants and restrictions by action at law or in equity, including without limitation; a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating or attempting to violate the terms of these covenants and restrictions.

8. Waiver. Any failure of the County or City to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter. This document shall be construed in accordance with the laws of Florida and venue shall be Broward County, Florida.

9. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part thereof invalid or unenforceable, then such judgment or decree

shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain **in** full force and effect.

10. Captions, Headings and Titles. Articles and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

11. Context. Whenever the context requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictive Covenants on the day first above written.

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me, **by means of** ___ **physical presence or** ___ **online notarization**, this ___ day of _____, 20___, by _____, as _____, of _____, on behalf of the corporation/partnership. He or she is:

___ personally known to me, or
___ produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

My commission expires:

Print Name: _____

EXHIBIT "A"

[Legal Description of Property]

EXHIBIT "B"

Return recorded copy to:

Document prepared by:

Notice of Designation of Affordable Housing Unit

By recordation of this Notice, _____ hereby designates for the Restriction Period, as hereinafter defined, the following unit as an "Affordable Housing Unit," as defined by that certain Declaration of Restrictive Covenants recorded in Official Records Book , Page of the public records of Broward County, Florida, which requires that Affordable Housing Units be rented or sold only to persons who meet the following criteria at the time of lease or sale: (a) one or more natural persons or a family, the total annual adjusted gross household income of which does not exceed 120 percent of the median annual adjusted gross income from Broward County, adjusted for family size; and (b) the renter or purchaser of the Affordable Housing Unit shall have monthly rental or mortgage payments (including taxes and insurance) that do not exceed thirty (30) percent of their monthly adjusted gross income; and (c) if the Affordable Housing Unit is sold, excluding government subsidies, the down payment, if any, for the purchase of the Property must not exceed twenty (20) percent of the purchase price.

Unit Address: _____.
and/or Unit Number: _____.

The restriction period of the foregoing designation is thirty (30) years unless modified by a subsequent document from the recordation of this Notice against the applicable Affordable Housing Unit ("Restriction Period").

WITNESSES:

By: _____



ATTACHMENT 10

PARKS AND RECREATION DIVISION • Administrative Offices
950 N.W. 38th St. • Oakland Park, FL 33309-5982 • 954.357.8100 • TTY 954.537.2844 • FAX 954.357.5991

*Winner of the National Gold Medal Award for Excellence in Park and Recreation Management
Accredited by the Commission for Accreditation of Park and Recreation Agencies (CAPRA)*

MEMORANDUM

August 23, 2022



To: Barbara Blake Boy, Executive Director
Broward County Planning Council

Thru: Dan West, Director *Dan West*
Parks and Recreation Division

From: Linda Briggs Thompson, Environmental Program Manager *LBT*
Parks and Recreation Division

Re: **Land Use Plan Amendment Comments**
Proposed Amendment PC 22-6, Eighth Avenue Commons (Hallandale Beach)

Broward County Parks and Recreation Division has reviewed the proposed amendment to the Broward County Land Use Plan for Eighth Avenue Commons (Hallandale Beach). Our comment is as follows:

PC 22-6 No objections to the Land Use Plan Amendment. However, regional park impact fees will be required for the additional 216 dwelling units planned for this project.

If you or your staff has any questions about our comments, please call me at 954-357-8120.

ATTACHMENT 11



Public Works Department

WATER MANAGEMENT DIVISION

2555 W. Copans Road • Pompano Beach, Florida 33069 • 954-831-0751 • FAX 954-831-3285

DATE: August 23, 2022

TO: Deanne Von Stetina
Assistant Executive Director
Broward County Planning Council

via e-mail

FROM: Susan Juncosa, NRS
Broward County Water Management Division



SUBJECT: PC 22-6 8th Avenue Commons
Land Use Amendment Drainage Analysis

Dear Ms. Von Stetina:

The information provided about drainage requirements in the June 21, 2022 letter within the above-captioned Land Use Plan Amendment (LUPA) application is essentially correct. The letter was provided by the City of Hallandale Beach.

The application package also contains a 'Drainage Calculations' report, presumably to be submitted in the future for the Surface Water Management license and Environmental Resource Permit. The report appears to be preliminary and contains errors. It is not pertinent to the LUPA review, merely noted.

Our office has no objection to this Land Use Plan Amendment.

Sincerely,

A handwritten signature in blue ink that reads "Susan Juncosa".

Susan Juncosa
Natural Resource Specialist
Broward County Water Management Division
2555 W. Copans Road, Pompano Beach, FL 33069
Office: (954)-831-0778
E-mail: sjuncosa@Broward.org