

**ATTACHMENT II**  
**Proposed Draft Broward County Ordinance  
and Amendment Report**



1 Wildlife Conservation Commission, Department of Agriculture and Consumer Services,  
2 and Department of Education, as applicable, were considered; and

3 WHEREAS, the Board of County Commissioners, after due consideration of all  
4 matters, hereby finds that the following amendment to the Plan is consistent with the  
5 State Plan, Regional Plan, and the Plan; complies with the requirements of the  
6 Community Planning Act; and is in the best interests of the health, safety, and welfare of  
7 the residents of Broward County,

8 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF  
9 BROWARD COUNTY, FLORIDA:

10 Section 1. The Plan is hereby amended by Amendment PCT 19-1, which is an  
11 amendment to the Broward County Land Use Plan text regarding the Hollywood  
12 Diplomat Activity Center, as set forth in Exhibit "A," attached hereto and incorporated  
13 herein.

14 Section 2. Severability.

15 If any portion of this Ordinance is determined by any court to be invalid, the  
16 invalid portion will be stricken, and such striking will not affect the validity of the  
17 remainder of this Ordinance. If any court determines that this Ordinance, in whole or in  
18 part, cannot be legally applied to any individual, group, entity, property, or circumstance,  
19 such determination will not affect the applicability of this Ordinance to any other  
20 individual, group, entity, property, or circumstance.

21 Section 3. Effective Date.

22 (a) The effective date of the plan amendment set forth in this Ordinance will  
23 be the latter of:

24

- 1 (1) Thirty-one (31) days after the Department of Economic Opportunity  
2 notifies Broward County that the plan amendment package is complete;
- 3 (2) If the plan amendment is timely challenged, the date a final order is issued  
4 by the Administration Commission or the Department of Economic  
5 Opportunity finding the amendment to be in compliance;
- 6 (3) If the Department of Economic Opportunity or the Administration  
7 Commission finds the amendment to be in noncompliance, pursuant to  
8 Section 163.3184(8)(b), Florida Statutes, the date the Board of County  
9 Commissioners, nonetheless, elects to make the plan amendment  
10 effective notwithstanding potential statutory sanctions; or
- 11 (4) If a Declaration of Restrictive Covenants or agreement is applicable, as  
12 per Exhibit "B," the date the Declaration of Restrictive Covenants or  
13 agreement is recorded in the Public Records of Broward County.
- 14 (b) This Ordinance is effective as of the date provided by law.

15  
16 ENACTED

17 FILED WITH THE DEPARTMENT OF STATE

18 EFFECTIVE

19 Approved as to form and legal sufficiency:  
20 Andrew J. Meyers, County Attorney

21 By /s/ Maite Azcoitia 07/17/19  
22 Maite Azcoitia (date)  
23 Deputy County Attorney

24 MA/gmb  
07/17/19

PCT19-1 Hollywood Diplomat Activity Center Ord  
#80041

# EXHIBIT 4

**SECTION I**  
**AMENDMENT REPORT**  
**BROWARD COUNTY LAND USE PLAN**  
**PROPOSED AMENDMENT PCT 19-1**  
**(CORRESPONDING TO PROPOSED MAP AMENDMENT PC 19-1)**  
**(HOLLYWOOD)**

**RECOMMENDATIONS/ACTIONS**

**DATE**

*I. Planning Council Staff Transmittal Recommendation January 15, 2019*

The proposed amendment is generally consistent with the policies of the BrowardNext – Broward County Land Use Plan with the exception of Policy 2.12.8 regarding negative impacts to emergency shelter capacities. As this amendment is a regular scale amendment and will be subject to the State of Florida Chapter 163 review process if the County Commission transmits the item for review, Planning Council staff recommends that an approval for transmittal be subject to the applicant and the City of Hollywood continuing to coordinate with the County’s Emergency Management staff to find a satisfactory resolution prior to a second Planning Council public hearing, consistent with the Council’s revised Rules, in this regard.

*II. Planning Council Transmittal Recommendation January 24, 2019*

Planning Council recommended approval of the proposed amendment subject to a second Planning Council public hearing, consistent with the Council’s revised Rules, and 1) the continued dialogue between the applicant, City, and County regarding BCLUP Policy 2.12.8 related to hurricane evacuation sheltering, and 2) clarification of the City and County’s partnership to rebate Tax Increment Financing funds to the City for affordable housing programming, including new dwelling units. (Vote of the board; Unanimous; 14-0: Blackwelder, Blattner, Breslau, Brunson, Castillo, DiGiorgio, Good, Graham, Hardin, Rich, Rosenof, Rosenzweig, Williams and Stermer)

*III. County Commission Transmittal Recommendation May 7, 2019*

Approval per Planning Council transmittal recommendation with a further recommendation that the applicant and the City of Hollywood continue to coordinate with the County’s Emergency Management staff to find a satisfactory resolution to Policy 2.12.8 regarding anticipated negative impacts to emergency shelter capacities prior to the second County Commission public hearing for consideration of adoption. **(Note: At the March 28, 2019, meeting, the County Commission voted to decouple this proposed land use plan amendment from Policy 2.12.8 and the May 7, 2019, transmittal recommendation recouples the shelter issue.)**

**RECOMMENDATIONS/ACTIONS (continued)**

**DATE**

IV. **Summary of State of Florida Review Agency Comments**

**June 9, 2019**

**South Florida Water Management District Comment:** The County is required to revise its Water Supply Facilities Work Plan (Work Plan) within 18 months after approval of the Lower East Coast (LEC) Water Supply Plan Update by the District’s Governing Board. The District’s Governing Board approved the LEC Water Supply Plan Update on November 8, 2018. Therefore, the County’s Work Plan needs to be updated and adopted by May 2020. The Work Plan must cover at least a 10-year planning period, include updated water demand projections, identify alternative and traditional water supply projects, and describe conservation and reuse activities needed to meet the projected future demands. Planning tools are available on the District’s website and District Staff are available to provide technical assistance to update the Work Plan, including reviewing draft Work Plans prior to formal plan amendment submittal.

**Response:** Broward County will revise the Work Plan by May 2020.

**Florida Department of Economic Opportunity Comment:** The public hearing to consider the adoption of the proposed amendment must be held within 180 days of the receipt of agency comments (June 9, 2019) or the amendment would be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184 (3)(c)1., F.S.

**Response:** Planning Council staff notes that date is December 6, 2019.

V. **Planning Council Staff Final Recommendation**

**June 18, 2019**

The Planning Council staff transmittal recommendation of January 15, 2019, found the proposed amendment generally consistent with the policies of the BrowardNext – Broward County Land Use Plan with the exception of Policy 2.12.8 regarding negative impacts to emergency shelter capacities. Staff further recommended that any approval for transmittal be subject to the applicant and the City of Hollywood continuing to coordinate with the County’s Emergency Management staff to find a satisfactory resolution prior to a second Planning Council public hearing. Staff continues to find the proposed amendment generally consistent with the policies of the BrowardNext – Broward County Land Use Plan with the exception of Policy 2.12.8 regarding negative impacts to emergency shelter capacities.

However, the Planning Council’s unanimous transmittal recommendation of January 24, 2019, recommended that approval be subject to the following being addressed prior to a second Planning Council public hearing: 1) the continued dialogue between the applicant, City, and County regarding BCLUP Policy 2.12.8 related to hurricane evacuation sheltering, and 2) clarification of the City and County’s partnership to rebate Tax Increment Financing funds to the City for affordable housing programming, including new dwelling units. The applicant and City have submitted additional information in this regard. **See Attachments 16, 17 and 18 of corresponding map amendment PC 19-1.**

**RECOMMENDATIONS/ACTIONS (continued)**

**DATE**

V. **Planning Council Staff Final Recommendation (continued)**

**June 18, 2019**

The applicant has proffered an alternative shelter staffing solution for the impacts from new permanent dwelling units. Correspondence regarding the proposal is included in **Attachments 19 and 20 of corresponding map amendment PC 19-1**. It is unclear as of this writing whether or not the alternative staffing solution will be viable for implementation. If the Planning Council chooses to include this potential solution as part of its recommendation to the County Commission, it is recommended that the effectiveness of the approval 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 proffered by the applicant, as an inducement for Broward County to favorably consider its application.

**In consultation with the Council’s Attorney, the Planning Council’s transmittal recommendation supersedes the previous staff recommendation. The determination of whether or not the information submitted by the applicant and City is to be interpreted as satisfying the recommendation of “continued dialogue between the applicant, City and County regarding BCLUP Policy 2.12.8 related to hurricane evacuation sheltering” will need to be made by the Council.**

In addition, if 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 Broward County Land Use Plan 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.

VI. **Planning Council Final Recommendation**

**June 27, 2019**

Approval, subject to the applicant’s voluntary commitment regarding hurricane shelter staffing. **See Attachment 21 of corresponding map amendment.** (Vote of the board; 9-4; Yes: Breslau, Castillo, Gomez, Graham, Hardin, Railey, Rosenof, Ryan and Stermer. No: Good, Grosso, Parness and Rich)

Effectiveness of the approval 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 be proffered by the applicant, as an inducement for Broward County to favorably consider its application.

**SECTION II**  
**AMENDMENT REPORT**  
**PROPOSED AMENDMENT PCT 19-1**

**INTRODUCTORY INFORMATION/PLANNING ANALYSIS**

The applicant is proposing to establish the Diplomat Activity Center land use designation for approximately 19.0 acres of land located within the City of Hollywood. This proposed text amendment corresponds to Broward County Land Use Plan (BCLUP) proposed map amendment PC 19-1. The proposed Activity Center is generally located on both sides of State Road A1A, north of Hallandale Beach Boulevard.

The list of uses proposed within the Diplomat Activity Center is included in Attachment 1.

As indicated by the analysis provided in the corresponding BCLUP map amendment PC 19-1, Planning Council staff finds the proposal is generally in compliance with the BCLUP policies concerning the Activity Center land use designation, noting that the subject area proposes a mix of residential, hotel, retail, office, and convention center uses along an important transportation corridor. In addition, the applicant has stated that the purpose of the Activity Center is to provide additional redevelopment opportunities and will allow for a mix of uses, densities, and intensities that will better support the City's economy and tourism.

However, as further indicated by the analysis provided in the corresponding BCLUP map amendment PC 19-1, Planning Council staff finds that the proposed amendment has not yet demonstrated consistency with BCLUP Policy 2.12.8, which states "Broward County shall discourage land use plan amendments which negatively impact hurricane evacuation clearance times and/or emergency shelter capacities."

It is recommended that the applicant and City continue to coordinate with Broward County to address the above referenced policy prior to the second Planning Council public hearing.

**Update: June 18, 2019:** The applicant and City have submitted additional information regarding hurricane shelter staffing. **See Attachments 17 and 18 of corresponding map amendment PC 19-1.**

The applicant has proffered an alternative shelter staffing solution for the impacts from new permanent dwelling units. Correspondence regarding the proposal is included in **Attachments 19 and 20 of corresponding map amendment PC 19-1.** It is unclear as of this writing whether or not the alternative staffing solution will be viable for implementation.



**INTRODUCTORY INFORMATION/PLANNING ANALYSIS (continued)**

**Update: June 18, 2019 (continued):** The Planning Council staff transmittal recommendation of January 15, 2019, found the proposed amendment generally consistent with the policies of the BrowardNext – Broward County Land Use Plan with the exception of Policy 2.12.8 regarding negative impacts to emergency shelter capacities. Staff further recommended that any approval for transmittal be subject to the applicant and the City of Hollywood continuing to coordinate with the County’s Emergency Management staff to find a satisfactory resolution prior to a second Planning Council public hearing. Staff continues to find the proposed amendment generally consistent with the policies of the BrowardNext – Broward County Land Use Plan with the exception of Policy 2.12.8 regarding negative impacts to emergency shelter capacities.

However, the Planning Council’s unanimous transmittal recommendation of January 24, 2019, recommended that approval be subject to the following being addressed prior to a second Planning Council public hearing: 1) the continued dialogue between the applicant, City, and County regarding BCLUP Policy 2.12.8 related to hurricane evacuation sheltering, and 2) clarification of the City and County’s partnership to rebate Tax Increment Financing funds to the City for affordable housing programming, including new dwelling units. The applicant and City have submitted additional information in this regard. **See Attachments 16, 17 and 18 of corresponding map amendment PC 19-1.**

**In consultation with the Council’s Attorney, the Planning Council’s transmittal recommendation supersedes the previous staff recommendation. The determination of whether or not the information submitted by the applicant and City is to be interpreted as satisfying the recommendation of “continued dialogue between the applicant, City and County regarding BCLUP Policy 2.12.8 related to hurricane evacuation sheltering” will need to be made by the Council.**

**Update: June 27, 2019:** The Broward County Emergency Management Division (EMD) supports the applicant’s commitment to provide hurricane shelter staff, with the understanding that the County, City and property owner will enter into a legally enforceable agreement to memorialize said commitment. **See Attachment 21 of corresponding map amendment PC 19-1.**

**SECTION III**  
**AMENDMENT REPORT**  
**PROPOSED AMENDMENT PCT 19-1**

**ATTACHMENT**

1. Proposed Broward County Land Use Plan Text Amendment PCT 19-1

# ATTACHMENT 1

## Hollywood Diplomat Activity Center

Acreage: Approximately 19.0 acres

General Location: Both sides of State Road A1A, north of Hallandale Beach Boulevard.

### Density and Intensity of Land Uses:

Hotel Rooms: 1,500 rooms

Multi-Family Residential: 350 dwelling units

Commercial and Office Land Uses: 75,000 square feet

Convention Center: 150,000 square feet

Open Space: Publicly accessible Broadwalk parallel to the Intracoastal Waterway

NOTES: Underlined words are proposed additions as transmitted by the City of Hollywood.  
Double-underlined words are proposed additions by the Planning Council staff.

## EXHIBIT 5

Return recorded copy to:  
Broward County Emergency Management Division  
201 NW 84<sup>th</sup> Avenue  
Plantation, Florida 33324

Prepared by:  
Kristin M. Carter, Esq.  
Office of the County Attorney  
Broward County, Florida  
115 South Andrews Avenue, Room 423  
Fort Lauderdale, Florida 33301

### DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (“Covenant”) is made by Diplomat Landings Owner LLC, a Delaware limited liability company, and Diplomat Hotel Owner LLC, a Delaware limited liability company (hereinafter collectively referred to as “Diplomat”), for the benefit of Broward County, a political subdivision of the State of Florida (“County”).

#### RECITALS:

A. Diplomat is the fee simple owner of land located in the City of Hollywood (“City”), more particularly described in Exhibit A (“Property”).

B. Diplomat made application to City and County to amend the City and County land use plans and land use plan text for the Property to Activity Center, consisting of fifteen hundred (1,500) hotel rooms, three hundred fifty (350) multi-family dwelling units, 150,000 square feet of convention center use, and 75,000 square feet of commercial/office use, said applications being identified by County as PC 19-1 and PCT 19-1 “”and City as PO-2018-15 and PO-2018-16 (“Applications”).

C. Approval and development in accordance with the Applications will result in the addition of three hundred fifty (350) dwelling units on that portion of the Property more particularly described in Exhibit B (“Residential Property”).

D. The units on the Residential Property would be subject to a Broward County “Zone A” or “Zone B” evacuation order.

E. Policy 2.12.8 of the Broward County Land Use Plan provides that Broward County shall discourage land use plan amendments which negatively impact hurricane evacuation clearance time and/or emergency shelter capacities.

F. In order to address Policy 2.12.8 of the Broward County Land Use Plan, Diplomat has agreed to provide evacuation shelter staff to assist with emergency evacuation shelters, subject to County's assignment, deployment, and supervision.

G. In connection with the Applications and in order to assure County that the representations made by Diplomat during consideration of the Applications will be abided by Diplomat, its successors, and assigns, Diplomat voluntarily makes this Covenant covering and running with the Residential Property, in favor of County.

H. County is relying on the representations of Diplomat contained in this Covenant in consideration of the consistency of the Applications with Policy 2.12.8 of the Broward County Land Use Plan.

NOW, THEREFORE, in consideration of the foregoing premises and the promises and covenants herein contained, Diplomat hereby declares that the Residential Property shall be subject to the covenants, restrictions, and regulations hereinafter set forth, all of which shall run with the land and which shall be binding upon all parties having any right, title or interest in the Residential Property, or any part thereof, as well as their heirs, successors, and assigns.

1. RECITALS. The recitals set forth above are true and correct and are incorporated into this Covenant by this reference.

2. SHELTER STAFFING. If a "Zone A" or a "Zone B" storm evacuation is ordered by County, Diplomat shall provide individuals to provide pursuant to this Covenant the required staffing at County emergency shelter(s). Said staffing shall consist of four (4) shelter workers for the duration of each storm evacuation ordered by County, until County releases its evacuation order and releases the applicable shelter workers from shelter staffing duties. The shelter workers will be selected by County (by the County Administrator or her designee) from a list of eight (8) individuals to serve as evacuation shelter staff provided by Diplomat to County no later than March 1 of each calendar year. The list of prospective shelter workers shall include each individual's full name, address, telephone number, and e-mail address. Diplomat shall notify County immediately of any changes to names, addresses, telephone numbers, and e-mail addresses of the individuals Diplomat provides to serve as evacuation shelter staff pursuant to this Covenant. The individuals selected to serve as shelter staff shall continue to provide the required staffing as needed until their successors are selected by County after the following March 1 (when the new list is provided by Diplomat).

3. TRAINING. All individuals provided by Diplomat as prospective evacuation shelter workers shall meet all applicable background screening and shall complete all

shelter worker training provided by County. Diplomat shall use best efforts to ensure that all individuals provided by Diplomat as prospective evacuation shelter workers providing services under this Covenant complete applicable background checks and annual training provided by County by June 1 of each calendar year or within one (1) month after such training is first made available by County, whichever is later.

4. STAFF ASSIGNMENT. Individuals provided by Diplomat as prospective evacuation shelter workers and selected by County shall be assigned to locations and shifts as determined appropriate by County and deployed to evacuation shelters as near as possible to the Hollywood/Hallandale Beach geographical area. Each shelter worker selected by County shall work one twelve-hour (12-hour) shift each day during the declared storm evacuation period unless, in County's sole discretion, the shelter worker is assigned alternate hours as required by operational needs. Diplomat shelter workers providing services at an evacuation shelter pursuant to this Covenant shall be utilized and have access to materials and supplies consistent with all deployed non-Diplomat evacuation shelter staff.

5. COMPENSATION. Diplomat shall compensate each individual it provides as a prospective evacuation shelter worker for their time while attending required training and for all time worked by individuals it provides as prospective evacuation shelter workers who are selected by County to serve as shelter staff from the commencement and to the conclusion of service as evacuation shelter staff. Diplomat is solely responsible for compensation of individuals it provides to undergo evacuation shelter staff training or working as evacuation shelter staff. No reimbursement shall be provided by County to Diplomat. Nothing in this Covenant shall prevent Diplomat from seeking reimbursement of its expenses from any applicable federal or state funding entity.

6. AMENDMENTS. Except as otherwise provided herein, this Covenant shall not be modified, amended, or released as to any portion of the Residential Property except by written instrument, executed by the then owner or owner(s) of the portion of the Residential Property affected by such modification, amendment, or release and approved in writing by County. If it approves of such, County shall execute a written instrument effectuating and acknowledging such modification, amendment, or release. Any amendment, modification, or release of this Covenant shall be recorded in the Official Records of Broward County, Florida.

7. ENFORCEMENT. County, as the beneficiary of this Covenant, shall be entitled to enforce the restrictions contained herein by action at law or equity, or both. This Covenant shall not give rise to any cause of action by any parties other than County and no party other than County shall be entitled to enforce this Covenant. Any failure by

County to enforce this Covenant shall not be deemed a waiver of the right to do so thereafter.

8. RECORDATION AND EFFECTIVE DATE. This Covenant shall not become effective and shall not be recorded in the Official Records of Broward County, Florida, until after (a) approval by City and County of the requested Applications and the expiration of all appeal periods or, if an appeal is filed, the conclusion of such appeal in a manner that does not affect City's or County's approval of the Applications, and (b) the first certificate of use or occupancy has been issued for any of the multi-family dwelling units on the Residential Property identified in Exhibit B. Once recorded, this Covenant shall run with the Residential Property for the sole benefit of County and shall bind all successors-in-interest with respect to the Residential Property.

9. SEVERABILITY. If any court of competent jurisdiction shall declare any section, paragraph, or part of this Covenant 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. VENUE. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

11. CAPTIONS, HEADINGS, AND TITLES. Paragraph captions, headings, and titles inserted throughout this Covenant 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 Covenant.

IN WITNESS WHEREOF, this Declaration of Restrictive Covenants is executed by Diplomat Landings Owner LLC, signing by and through its \_\_\_\_\_, duly authorized to execute same, and Diplomat Hotel Owner LLC, signing by and through its \_\_\_\_\_, duly authorized to execute same.

**(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**







EXHIBIT A

Legal Description of the Property

DRAFT

EXHIBIT B

Legal Description of the Residential Property

DRAFT