



October 22, 2025

Hans Ottinot, City Attorney
City of Lauderhill
5581 W. Oakland Park Blvd.
Lauderhill, FL 33313

By U.S. Mail and Email

RE: Agenda Item VII(1) – Special Exception Petition / Development and Funding Agreement (Resolution No. 25R-09-202)

Dear Mr. Ottinot:

This firm has the pleasure of representing GJ Lauderhill, LLC (“Developer”) with regards to the issues stated in this letter. The purpose of this letter is to submit my client’s objections to Resolution No. 25R-09-202 as the requested special exception is inconsistent with the statutory and contractual framework governing my client’s project.

Quasi-Judicial Standard

The application does not demonstrate compliance with the City’s special exception criteria. A preference to extend hours of operation does not constitute competent, substantial evidence in support of a special exception.

Because this is a quasi-judicial proceeding, the Commission’s decision must be supported by competent, substantial evidence. As shown herein, the City’s agreement with the Developer is controlling evidence of the City’s obligations. Granting extended hours inconsistent with established public safety findings would be arbitrary and capricious.

City’s History with the Developer and Existing Agreements With the Developer

The City and CRA are parties to a recorded Development and Funding Agreement (Instrument #119989540), executed pursuant to the Florida Local Government Development Agreement Act, §§163.3220–163.3243, Fla. Stat.

1. Recitals: The Agreement states that a primary purpose of the project is to “create an environment in and around the Property that will help promote the health, safety, and welfare of the residents.”

2. Section 9.23: The Agreement requires that “successful performance of this Agreement requires continued cooperation and good faith efforts by both parties.”

Extending the hours of operation of this store is not best for the health, safety, or welfare of the residents. My client has witnessed what occurs at that business location, and we do not believe that extended hours are needed to allow people to buy the products offered in that store. Given the applicant’s past issues, there is no legitimate reason why this store would need to extend its hours until 2:00 a.m. and the applicant has failed to show any legitimate reasons. Granting the extension would not promote the health, safety, or welfare of the community. Our significant financial investment was made in direct reliance on the stability and enforceability of these state-authorized commitments.

Commitment to Partnership

The Developer remains committed to being the City’s and CRA’s long-term partner in revitalizing this corridor. Our objection is not adversarial; it is intended to ensure that the shared commitments in the Agreement are honored. Preserving these commitments is essential to providing the predictability and stability that attract and sustain high-quality investment.

Conclusion

Our comments are offered solely to assist the City in ensuring consistency with the Development & Funding Agreement’s welfare standards. A preference to operate until 2:00 a.m. does not promote these standards. There has been no nexus shown between late hours and any public welfare benefit. In fact, the past history shows that it would be a detriment to the public welfare were this exemption to be approved.

For these reasons, we respectfully request that the Commission deny the petition and uphold the provisions of the Development and Funding Agreement.

Sincerely,

Stephen Burch

Stephen Burch