

July 16, 2023

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As a concerned resident of Tamarac, I am requesting assistance with an urgent matter that has many ethical concerns. Time is of the essence as this purchase contract is due to be signed no later than July 31st, 2023.

Marlon Bolton and Hans Ottinot, both Tamarac officials (Commissioner/Vice-Mayor and City Attorney respectively) have violated City procedures, public policy, and Sunshine Laws by a backroom deal in which they conspired behind closed doors (out of public view) to have the city purchase land belonging to a private community. Without full Commission approval, a contract was drawn up by the City Attorney between the City of Tamarac (City) and Shaker Village (SV) even after he was confronted for doing so at a Commission Workshop. Hans Ottinot works at the behest of one commissioner, Marlon Bolton, and takes his direction from him rather than the entire Commission or what is best for the City. That in itself is an ethical issue as he is the City attorney, to serve the best interest of the City. Besides the fact that this is an illegal procedure and the City Attorney was advised by a real estate attorney (Mayor Michelle J. Gomez) and title underwriters hired consulted for advice on clear title for this issue (for title searches and insurance issues) that this could not go forward because SV must get approval of 75% of their HOA members/residents, (see attached Exhibit A which was handed to each Commissioner, Attorney, and City Manager) they refused to heed any warnings and proceeded with the vote. Commissioners Wright and Daniel almost always vote the way Commissioner Bolton wants them to so this vote to purchase passed the Commission with a vote of 3-2. This violates not only Shaker Village's own Governing Documents (By-Laws), but Florida Statute 718.113 (again, see attached Exhibit A).

At issue is not only the ethics and legality of this purchase and sale between the City and SV, but Marlon Bolton abused his power in this deal. Not every resident in SV approves of this sale, but many are too afraid of him and his bullying to speak out. They have shared privately that they are against it, but will not share that publicly. If they were all for it, the Board would have sought the 75% vote required to affect this deal, wouldn't they?

Another area where he abused his power is in making this deal as he stands to benefit financially from this purchase/sale of the HOA property. When confronted regarding this conflict, he refused to recuse himself, which is itself an ethical issue. Another ethical issue is that Marlon Bolton, through his church Praise Experience World Outreach Church, Inc. purchased a residence in SV in June (see attachments Exhibit B). Since Mr. Bolton lived at this address prior to purchase, it clearly has pierced the corporate veil, mixing personal and business financial dealings, and is in fact his personal residence and not a church property. That in itself is a large tax issue. Mr. Bolton began his church in 2015, the same year he moved into Shaker Village. He has lived there paying rent since 2015, but recently purchased the unit under his church's name, of which he is of course on the Board. There are so many legal and ethical questions regarding using a church, of which you are the directing decision maker, to purchase a home, even as he is accused of misusing the church to personally benefit from PPP monies. But further, there are other financial interests for which Mr. Bolton will see gain. Additionally, in our HOAs case, we do not

allow entities to purchase a private resident, it must be in an individual's name. I have not had time to investigate whether this is true in this case and if it another example of commissioner Bolton bullying his way into the property being in his church's name.

To date, SV and its residents owe the City of Tamarac around 12 million dollars in fines. Some of it is against individual owners and at least 3 million is against the HOA (meaning all owners collectively) for common area property on which the destroyed Clubhouse sits. That means that each of the 358 residences in SV owe that money, which would necessitate it be collected through an assessment against each homeowner. Mr. Bolton is a homeowner. The contract that was drawn up states that all that money owed in debt is to be wiped cleared so that each home and the common properties have clear title, meaning every homeowner in SV benefits from this sale and Tamarac taxpayers suffer monies that should rightfully be collected to assist all residents to keep our taxes low. The residents of SV would no longer owe money collectively or individually, meaning Marlon Bolton gains a tremendous financial advantage at the expense of Tamarac taxpayers. (see attached Exhibit C – Contract).

There are many other reasons this is bad for Tamarac taxpayers.

The contract calls for the City to purchase SV clubhouse land above fair market value, to the tune of \$1.94 million when market value for that parcel of property is \$1.25 million, putting the taxpayers on the hook for almost half a million more than they should be (see Exhibit D, Section 1). Again, that money would belong to the residents of SV and Commissioner Bolton benefits personally, either because he will get that money directly or it will be used to repair the infrastructure that is needed and required, negating Commissioner Bolton's property being assessed for that improvement cost as would normally occur. That doesn't even include the recommended \$8-10 million to tear down and rebuild the SV Clubhouse into a community center that could only hold about 75-100 individuals with only 25 parking spaces. It would also include a *shared use agreement* between SV and the City (see backup materials for the July 12th Commission meeting where a copy of the contract is included – included herein as Exhibit C). Why is the City entering into a Shared Use Agreement with a private community for the use of a City owned facility? Again, Tamarac taxpayers would foot the bill for a community center that is not needed as we have one 2 miles down the road on Commercial Blvd. Also, it sets a precedent for other HOAs, mine included, that see the unfairness of this. Why should all Tamarac taxpayers rebuild someone's clubhouse for them and then give them extra/special privileges to use it? If it is owned by the City and we taxpayers are paying for it to be built, SV should have no more rights to use it than any other resident of Tamarac. Why is this special shared use agreement even required?

Shaker Village HOA received monies to rebuild the clubhouse from their insurance company in the amount of \$400,000 but chose to do nothing. The City attempted to work with SV in 2019 to repair the Clubhouse but SV did nothing. Now they are asking the taxpayers of Tamarac to absorb the costs up to and possibly more than \$10 million. How is this fair and equitable for all residents of Tamarac?

When I discussed this shared use agreement with the HOA Board of SV after the commission meeting on July 12th, they stated to me that they "met with Commissioner Bolton for three hours to understand the contract and what a shared use agreement means." Again, this is a violation; the whole Commission should have been present for any contract negotiations, not one commissioner alone, and he should not be the one presenting this to his own community. It is a clear conflict with the best interests of Tamarac as a whole.

The City has never purchased private land for development in such a way. It is poor public policy and against the best interests of Tamarac taxpayers to do so. It sets a poor precedent and burdens taxpayers with legal fees, payouts, and unfair and unwise practices that fit the needs of one Commissioner at the expense of the others and one community of 358 at the expense of the 72,000 residents of the City. Not only that, the Best Use analysis (Exhibit D, Section 2) states this proposed use is not the Highest and Best Use of the Land and to do otherwise than what is highest and best is against the best interest of Tamarac residents who, instead of costing money could earn money.

In addition, the legal bills to handle this illegal deal would mount, costing taxpayers even more money in the long run. Our attorney, who is billing us for this extra work as billable hours, stands to gain many thousands in fees off of this project. So, Commissioner/Vice-Mayor Bolton profits, SV residents profit, City Attorney Ottinot profits, and the taxpayers of Tamarac foot every single bill.

To summarize, it is poor public policy, there is a conflict of interest, there is abuse of power (Bolton) to negotiate terms that benefit him and his community, there is legal jeopardy not following condominium documents (Shaker Village) and ignoring Florida Statute, and not in the best interest of ALL residents of Tamarac. In addition, we are paying the highest price for one parcel that was priced for fair market value for 3 parcels and not using it for its best use.

I am asking the OIG to intervene and investigate this issue in detail, and the ethical and possible legal violations that are occurring. If possible, I would request the OIG to obtain an injunction on this purchase/sale between the City and SV which is scheduled to occur as soon as possible (on or before July 31st). All of this must be done properly to protect all of the citizens of Tamarac. SV Board is acting without the consent of its members, and our Commission (through Commissioners Bolton, Wright, and Daniel) is acting against the public's interest. Further lawsuits and jeopardy to the citizens of Tamarac is sure to follow. Discussions regarding this issue are available through videos of the Commission budget workshop June 21st, workshop July 10th, and meeting July 12th. Please investigate this to stop these unethical and illegal activities.

Full documents submitted regarding this issue at the July 12th Commission Meeting are included in the Agenda Packet pages 443-607 and can be accessed online at Tamarac.org. Exhibits C and D were taken from that document.

Respectfully Submitted,

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