

DRAFT
City of Fort Lauderdale
Infrastructure Task Force Committee
May 7, 2018
2:00 p.m. to 5:00 p.m.
8th Floor City Commission Room – City Hall
Fort Lauderdale, FL 33301

1. **Call to Order:**
 - **Roll Call**

MEMBERS		PRESENT	ABSENT
Marilyn Mammano	A	12	1
Ed Kwoka	P	11	2
Ralph Zeltman	P	13	0
Keith Cobb	A	8	5
Roosevelt Walters	P	12	1
Fred Stresau	A	11	2
Norm Ostrau	P	10	1
David Orshefsky	P	10	0

Staff Present

Meredith Shuster, Administrative Assistant
Nancy Gassman, Assistant Public Works Director
Raj Verma, Interim Assistant Public Works Director
Chris Lagerbloom, Assistant City Manager
Michael Mitchel, Prototype-Inc. recording secretary

2. **Approval of Agenda**

Mr. Kwoka advised that there was a request to move agenda item #4 so the consultant would be able to leave.

Motion made by Mr. Orshefsky, seconded by Mr. Walters to approve the agenda. In a voice vote, the motion carried unanimously.

3. **Approval of Previous Meeting Minutes**

- A. April 2, 2018**

Mr. Orshefsky made the following corrections, additions, and deletions:

- Page 9, last paragraph, first line, should be ***tidal valve***.
- Page 18, third paragraph, second line, should "...he cannot be ***on*** the Committee".

Motion made by Mr. Walters, seconded by Mr. Zeltman, to approve the April 5, 2018 meeting as amended. In a voice vote, the motion carried unanimously.

4. General Discussion (Board Members) – 15 minutes

Mr. Orshefsky questioned if there was direction from the City Attorney about ex officio positions and the status of the City Attorney's opinion on this issue.

Mr. Verma replied not yet.

Mr. Ostrau wanted to know about Leo Hansen and mentioned that the paragraph says, "Each member will serve a term of appointment that shall expire concurrently with the termination of the Task Force".

Mr. Kwoka thought the membership requirements would come into play should a member of this Task Force resign and there is a new appointment; not that it requires they maintain the position from which they were appointed.

Mr. Orshefsky questioned Mr. Hansen's current status.

Mr. Verma clarified that Mr. Hansen is not a member of the Planning and Zoning Board.

Mr. Verma stated that opinion came through the Attorney's office and the City Clerk's office and the Resolution reads, under Section 2, "That all members appointed to the Infrastructure Task Force Advisory Committee shall remain as members until the expiration of their respective terms or until their successors have been appointed." Mr. Verma believed the Planning and Zoning Board would replace Mr. Hansen and noted that he would get one more clarification and pass it onto the Committee.

Mr. Kwoka questioned if the Committee's responsibility lies directly to the Commission and the Mayor.

Mr. Stresau replied in terms of the deliverables they have asked for, yes.

Mr. Kwoka commented that any direction other than from the Commission and Mayor is at the discretion of this Committee.

Mr. Ostrau questioned if Mr. Hansen was told that he could not come to the meeting.

Mr. Verma replied no; there was communication between Mr. Hansen and the City Clerk's office regarding a replacement.

Mr. Kwoka suggested that a formal opinion be obtained from the City Attorney and if there was still an issue then it could be taken to the Commission.

Mr. Walters mentioned to the Commission about this Committee and another Committee he sits on and noted that they are too far down the road to bring on new people. Their response was that they understood and were going to try to keep what they have.

Mr. Verma believed there was some discussion about Jackie filling Mr. Hansen's term. It appeared that Commission Sorensen discussed this with Mr. Hansen. The term for Jackie Scott would be from June 1, 2017 to May 31, 2020. Mr. Hansen's last day on the Committee was when Jackie started and she was appointed on April 3, 2018.

Mr. Kwoka stated he would like some clarification from the Attorney and the Commission because his appointment is through the Chamber of Commerce, and they turn over leadership every year.

Mr. Verma advised that this has been validated by Rhonda Hasan, the Assistant City Attorney.

Mr. Kwoka stated the transition of Mr. Hansen may have been validated but his understanding was these appointments were for the duration of this Committee.

Mr. Orshefsky commented that if the Chamber of Commerce decided that they wanted a different voice on this Task Force it would be difficult to wear a Chamber of Commerce hat and go back to the original nominating Board and say you cannot have the voice you want on the Committee.

Mr. Verma said that Commissioner Sorenson discussed it with Mr. Hansen and that it was Mr. Hansen's decision. Mr. Kwoka thought that was a message that needed to be clear to the City and the Attorney.

Mr. Lagerbloom reported that the Commission was meeting concurrently and requested that he inform the ITF of these seven key priorities of which the first six should be done first, not in any specific order and number 7 as overall.

- 1) Stormwater,
- 2) Drinking water
- 3) Sanitary sewer
- 4) Seawalls,
- 5) Roads
- 6) Sidewalks and
- 7) Response to rising sea levels.

Parks and buildings were taken out of the mix. The Commission has asked for a deliverable; they really want information in the next budget cycle and would like to hear this at either their first meeting back from their break in August or immediately after Labor Day. In September, the Commission would like a report from the Infrastructure Task Force on the findings related to those six topics, the suggested priorities, and working with staff, any

Mr. Orshefsky agreed and noted that this was exactly what was needed. This was not a prioritized list; it was just numerical. He questioned if this was before the TRIM notice meeting. The TRIM notice meeting would determine whether there are additional ad valorem revenues.

Mr. Lagerbloom stated it would be after.

Mr. Kwoka questioned if TRIM could be explained.

Mr. Orshefsky stated the TRIM notice is the establishment of the maximum ad valorem tax rate for the upcoming fiscal year. Last year, at the TRIM notice meeting, when the rate was set, it was not raised from the previous year so there was no room as an ad valorem matter to add any additional infrastructure costs into the budget coming out of new ad valorem revenues. Mr. Orshefsky commented that he was going to make the same set of points to the BAB at their next meeting. If there is a shift in priorities, one of the first determinants is going to be what the ad valorem rate is going to be set for this year. Priorities and why they should be funded are set as well as dollar values but if it is believed that some of the funding should come out of new sources of revenue, whether ad valorem or other, some sort of communication needs to be sent to the City Commission before the TRIM notice meeting.

Mr. Walters believed the Committee's request to the City Attorney and staff would be monumental. He has no idea of the total task, what has been done, the amount of money that has been spent, what needs to be done, and the money that is short. In order for the Committee to do what the Commission has requested, he believed that information was necessary.

Mr. Stresau suggested taking it in two parts. Let's take the prioritization of the six items and whatever is involved and decide how to rank everything without discussing the budget.

Mr. Kwoka stated they could start by saying that water and sewer, at the very least, sanitary sewer, has been prioritized by the Consent Order. It may not be at the top of the Committee's agenda only because there is an agenda they have no control over. In Mr. Kwoka's opinion, he thought it would rank stormwater, water, seawall, sewer, road, and sidewalks.

Mr. Orshefsky questioned as a matter of public safety and public health, funding priority, or what.

Mr. Kwoka believed that each one of these is reviewed and if there is discussion about sidewalks, decisions have to be made about the quantity and quality of sidewalks that are going to be repaired, replaced, or added to the City.

Mr. Stresau stated that there are seven districts that have current studies with regard to stormwater and when the Committee got to the Community Discussion and Outreach, there were other communities that were not included in those districts that should be considered.

Mr. Kwoka's point was that the last ten months have been spent talking primarily about sewer

and there is a Consent Order. He did not know what kind of traction there would be with regard to sanitary sewer that has not already been mandated.

Mr. Orshefsky stated except for Phases 2, 3, 4, and 5 of the Reiss Report.

Mr. Kwoka indicated that none of that can be evaluated until the Consent Agreement is 18 months into its evaluation. Part of the Consent Order required an evaluation of other systems to determine possible issues.

Mr. Orshefsky advised that \$200 million has already been spent that had already been funded by Wallstreet and funded the first five years of Reiss Report including the Consent Order because they overlap. Mr. Orshefsky questioned how much of the existing CIP dollars were freed up because of the \$200 million in bond funds. There is \$200 million in the bank to deal with the Consent Order. For example, \$15 million or \$20 million was not put back for Fiveash; that solved part of the water issue and was the same source of funding. Without raising ad valorem dollars, the \$200 million that came in has released x amount from these projects; what is that amount and what are those projects? It was questioned if the stormwater issue and the rate study were going to be addressed between now and then.

Mr. Kwoka said now that there is a new Commission it would be appropriate to reintroduce that recommendation.

Mr. Lagerbloom believed the Commission would have a good healthy discussion as to where they are as far as rate structure and this whole trip methodology versus a blended model.

Mr. Ostrau commented that the TRIM was needed because he did not want to take the ad valorem off the table.

Mr. Kwoka stated that should be the first priority.

Mr. Lagerbloom stated that the TRIM meeting date would be after the July 10, 2018 Commission meeting.

Mr. Orshefsky questioned if the Committee wanted to make recommendations in time for the TRIM notice on each of the six or seven items.

Mr. Kwoka mentioned roads and questioned if the Commission meant physical roads or traffic.

Mr. Lagerbloom replied physical roads.

Mr. Orshefsky questioned if that could be called "asphalt."

Mr. Lagerbloom advised that it could. When talking about traffic, it was called "mobility," so if there is a distinction between roads and mobility this would be asphalt.

Mr. Stresau questioned if the road includes bridges.

Mr. Lagerbloom replied correct. It is believed that bridges are satisfactorily accounted for in the near term with some projects that already exist.

Mr. Kwoka stated with the intent to get something together for a recommendation prior to the TRIM, the one that has the work most complete is stormwater and the rate structure; therefore, it is believed that is where the focus should be. Sanitary sewer is important for the long-term. Mr. Kwoka believed that Mr. Orshefsky was correct and the budget needs to be reviewed.

Mr. Orshefsky commented that if the recommendation was going to be don't worry about short-term infrastructure for sewer, it is because it has been funded under the Consent Agreement. A notation can be made; however, the Consent Agreement says once 18 months of investigation has been done; they will have to come back and there may be more items to be brought into compliance. The \$200 million has been spent it needs to be planned when the first set of CCTV of the pipes come in and shows there are other pipes potentially at risk.

Mr. Kwoka questioned the meaningful items that should be focused on, which should be addressed for the TRIM.

Mr. Stresau questioned if a list of other Public Works sewer concerns should be considered if all the Consent items are going to get repaired with the money that has presumably been taken out.

Mr. Verma stated that staff would do their best based on the Reiss Report.

Mr. Stresau commented there are a few other things in the mix other than what the Consent Order is going to repair that should be considered.

Mr. Orshefsky suggested to stop going project by project because that is when nothing is accomplished. Mr. Orshefsky questioned if there was a way to generate the number of this year's CIP dollars that were freed up from the original allocation in the CIP by the money recently received. He questioned if it was \$100 million or \$70 million.

Mr. Verma did not think it would be a problem and advised that the number was not provided because staff was still working on finalizing the numbers.

Mr. Ostrau questioned how the Committee should say there needs to be room in the TRIM notice in case an ad valorem increase is recommended.

Mr. Orshefsky gave two examples. On August 14, 2018, the BAB recommended to the City Commission that a policy be established that 2.5% of the general revenue on an annual basis be allocated to CIP. At that time, it was around 1% and now it is well above 2.5%. It was suggested that the Committee would say that when making the TRIM notice to please make arrangements to be sure this amount could be funded. The other one was the ROI, which is the big issue. It was questioned if the \$20 million was being taken from general revenue or being left where it is supposed to be.

Mr. Kwoka stated that has been his position for some time. The ROI needs to cease to exist.

The answer by staff has been that it has to be replaced; there is no choice other than an ad valorem increase. He indicated that the Committee already recommended 1) giving the past administration a proposed limit; 2) removing the ROI; and 3) consider the ad valorem increase. Those are three very strong recommendations. The Committee has a better idea of stormwater that might require a follow up. Going to the next level, seawalls are going to require a much broader discussion. Roads, asphalt and sidewalks are important but there is a little more time with those.

Mr. Orshefsky clarified that #1 was methodology on stormwater.

Mr. Kwoka advised that #2 was discontinuation of the ROI and #3 was an increase in the ad valorem that addresses the shortfall that was backfilled by the ROI.

Mr. Ostrau commented that if the City takes the ROI they might need in excess of that and need an ad valorem tax.

Mr. Kwoka stated that is where the Committee was going to start.

Mr. Walters mentioned replacing the \$70 million and questioned what percentage of increase was being discussed for the ad valorem.

Mr. Kwoka advised that it was 70 mills. Mr. Kwoka commented that if they were at 1% or 2% and proposing 4%, that is a big difference.

Mr. Stresau stated that the Committee also said on the ROI that there was a legitimate reason to tax for services rendered.

Mr. Kwoka indicated that did not fall under ROI. There are provisions within the municipal wording that says they can bill for reimbursement, for services, and cost recovery.

Mr. Orshefsky mentioned with sewer to be aware that there are additional capital requirements that may come due under the Consent Order. They have replaced Fiveash, which was on its way to being in the same state as the Police Station in terms of deferred maintenance.

Mr. Orshefsky questioned if the dollar values for Fiveash were increased with the money from Wallstreet.

Mr. Lagerbloom stated that the funds were refunded to the reliability project; it was about \$13 million or \$15 million to bring projects back to life.

Mr. Orshefsky commented that this was the overlap between Reiss and the Wallstreet money because it was believed that the City did more than replace the Fiveash projects that were reallocated. Mr. Orshefsky thought they added to the maintenance or additional capital facilities for Fiveash.

Dr. Gassman mentioned there should be a project in the bond list that includes planning for a new water treatment plant.

Mr. Orshefsky questioned if it has been included as one of the bond items.

Dr. Gassman believed it was part of the bond items and indicated that there was a certain amount of maintenance that had to be done in order to keep the plant running. While moving forward, the idea was to put the money in the plant and keep it running appropriately but also to start planning the future as to what the next opportunity was for having regional water; clean water supply in the City.

Mr. Orshefsky stated that the Committee was bouncing back and forth as to whether seawalls and capital costs would be included in the stormwater system. The City took the position that the seawalls and stormwater are pretty much the same in terms of drainage basins. Mr. Orshefsky questioned if the City wanted a recommendation from the Committee to say, "Please consider including seawalls in the rate structure for stormwater."

Dr. Gassman advised that since the last time there was a discussion, the policy decision was made that the seawalls owned by the City were almost exclusively associated with City right-of-way. Those seawalls are protection for the roadway; therefore, the seawalls will continue to ride together with road projects. In that frame, the seawalls are part of the general fund roadway projects. As part of the Stormwater Master Plan, seawall improvements were being planned that are associated with that activity because seawalls need to be improved in certain locations.

Mr. Kwoka commented that there was a cross pollination between the two categories.

Dr. Gassman replied correct. In the situation of the seawalls included in the Stormwater Master Plan, those projects will be paid out of the stormwater funding. All other seawalls will be associated as road projects and will stay within the General Fund.

Mr. Walters mentioned that during the presentation there was discussion about flooding and there were no seawalls. He questioned where the money would come from to alleviate that particular problem.

Dr. Gassman explained that in areas within the seven neighborhoods where there is flooding, the current thought process was that once the current stormwater rate study was complete in the June timeframe, there may be a discussion about methodology and increased rates. Once that is finished, the City would go out for an appropriate amount of money in order to fund those projects in the seven neighborhoods.

Mr. Walters questioned if bonds are what the Committee should be looking at as a funding mechanism.

Mr. Kwoka understood that bonds were predicated on the revenue stream that could be generated.

Dr. Gassman stated that is why they are not going out for the bond request for stormwater until the stormwater rate study is complete.

Mr. Kwoka questioned if a rate structure change, if any, has been agreed upon.

Dr. Gassman advised that it would be validated as part of the bond process.

Mr. Orshefsky questioned if the intent was to be a capital requirement for the study for the next set of neighborhoods beyond the capital requirements of the seven neighborhoods.

Dr. Gassman replied correct. Part of the bond activity is intended to be the next set of modeling and, if required, design for funding flooding issues in the remainder of the City.

Mr. Orshefsky commented that would be treated as a capital cost.

Dr. Gassman confirmed it would be treated as a capital cost much like the Stormwater Management Plan was treated as a capital cost.

Mr. Ostrau mentioned that another thing stated at the Workshop was sea level rise. Mr. Ostrau questioned how to move forward without addressing all the other seawalls in the world.

Mr. Kwoka believed that priorities should be discussed and noted that the seawall discussion was a discussion for a meeting all to itself.

Mr. Orshefsky indicated that the seawall issue about whether the City should pay for private seawalls has gone around many times. It is essentially a political judgment and in the past, that judgment has come back as a "no".

Mr. Kwoka stated that the political judgment did not take into consideration what has been necessary and successful in other places. Currently, the City is trying to come to grips with the impact of accelerating sea level rise. Everyone is speculating what is going to happen in 10, 15, 30 years.

Mr. Orshefsky questioned how that was related to the capital infrastructure needs of the City short term, which was the current discussion.

Dr. Gassman stated that the City just finished a Seawall Master Plan, which looked at the projections for sea level rise and said what timeframes seawalls would need to be elevated. Sea level rise is part of the phasing of the Seawall Master Plan because in certain locations those seawalls are higher than other locations and there has been flooding issues in certain areas. Much like the way the private seawall ordinance will drive change as change happens, the Seawall Master Plan also says it is phased based on projections of the current heights of the seawalls, the current condition, and when sea level rise will start to drive the need for capital improvements.

Mr. Walters questioned how residents could protect their homes.

Mr. Kwoka explained that the City is going to replace City owned seawalls but there are hundreds of millions of dollars of private property that border up against City owned seawalls. The City is asking all the tax base to pay for the City owned seawalls that protect a large

percentage of the private owned property in the City but the rest are left to take care of it on their own.

Dr. Gassman stated that was being addressed similar to any Code Enforcement situation. Seawalls are no different than a fence or a roof. The seawall is part of the individual property and must be maintained to keep it from eroding into the waterway.

Mr. Ostrau commented that seawalls are unique because of the rise of the sea level.

Dr. Gassman explained the way the citation reads is that it is for the protection of neighborhood by neighborhood flood prevention. If a resident is allowing tidal flows over their property then a remediation must be created to prevent those tidal flows from coming over the property.

Mr. Orshefsky commented that sea level rise was at the bottom of the list.

Mr. Lagerbloom stated that seawalls were in the top six and the more global of what can be done to the infrastructure to deal with the rising seas is #7, which is important, but there is not going to be an update on that in the next 90 days.

Dr. Gassman advised that there was not a separate plan for sea level rise; Sea level rise was in all their plans. It is one of the things that would be included just as there is planning for population increases, etc.

Mr. Stresau mentioned the George T. Lohmeyer Plant (GTL) and based on Dr. Gassman statement that there was an overall plan he questioned if GTL is at 7.5 and sea level rise is going to occur within the next 50 years, what is going to be done with a plant that handles 70% sewage in the City of Fort Lauderdale when it is underwater?

Dr. Gassman stated that by the year 2060, the expectation is that the maximum sea level rise projection for our area is two feet. At two feet, they are still substantially below the GTL's elevation. According to the topography, there is nothing in GTL at an elevation of 5.5 or below.

Mr. Kwoka stated that none of these things can be planned or addressed if there is no money to pay for them.

Mr. Orshefsky questioned what the Committee wanted to recommend about ad valorem other than minimum capital requirements.

Mr. Kwoka questioned the timetable on the TRIM.

Mr. Orshefsky stated that the adoption is July 10, 2018 and the final adoption with the budget is late September.

Mr. Kwoka commented that by establishing the minimum of these three recommendations to identify the need to have a placeholder for the TRIM is a response to the Commission.

Mr. Orshefsky questioned how big the placeholder should be. There is the ROI piece, a
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minimum amount of general revenue going into the CIP on an annual basis; and others.

Mr. Ostrau believed the recommendations should be articulated.

Mr. Orshefsky clarified that one is ROI.

Mr. Kwoka stated there is minimum capital investment; stormwater.

Mr. Orshefsky wanted to stick with ad valorem, which is roads, some of the seawalls, and sidewalks.

Mr. Kwoka believed the Committee needed to keep the recommendations to stormwater, rate structure, and the elimination of the ROI. The Commission was asking for an expedited set of recommendations on some of these key points and this meets that request.

Mr. Lagerbloom agreed.

Mr. Orshefsky stated that the Committee has a meeting in June so if those recommendations can be gaveled at that time they will be in the pipeline.

Mr. Kwoka advised that the recommendations have to be gaveled in June because the Committee needs to make this recommendation. A recommendation was previously made that was not well received. The Committee needs to understand the temperament of this Commission to move in a direction.

Mr. Orshefsky mentioned homelessness and stated that it came up at the BAB meeting and there was a presentation about what the City was doing by way of budgetary support for homelessness, whether it was enforcement, Social Services, etc.

Mr. Kwoka stated that once recommendations were made, the Committee would understand what direction the Commission planned to take and then their course could be adjusted accordingly.

Mr. Verma went back to when the Committee asked for the long-term projection; it was 10, 15, 20, 25 years. The discussion today seemed to focus on short term. Mr. Verma thought the Task Force should look at the short, middle and long-term; that was the focus.

Mr. Kwoka agreed. The Committee has been spread wide for 12 to 13 months and it is time to bring the focus to what brought them here. Fundamentally, there is not enough dollars to pay for needs to be done today let alone five and ten years. Everything cannot be bonded out responsibly. Ultimately, when there is a \$120 million gap and \$120 million ROI, the City is spending what they do not have. It is time to address the spending.

Mr. Verma stated that the Committee's decision is to determine whether the projects need to be prioritized based on what can be afforded or on what is needed and then go beyond the affordability; there is still development and other issues.

Mr. Kwoka was not suggesting going this direction, but in discussing this loosely with a seasoned planner from New York City, the question was why hasn't a moratorium been discussed. That has not come up and he was not proposing that, but there is short, medium and long-term.

Mr. Orshefsky commented that there are a number of studies out there. The Committee did not have the Reiss Report when they first started these issues. The Parking Master Plan is due in the next six months, and Phase 2 of Stormwater. The Committee did not have the data in terms of dollars but narrative recommendations can be made about what is going on.

Mr. Orshefsky mentioned another piece of data he would suggest short term, if it is available. He referenced the minutes on Page 16, top of the page, when Diana Alarcon discussed mobility and traffic rather than roads. It says, "The City is putting together all of the initiatives they have been working on in moving cars", which was the transportation piece as opposed to the road piece. That would be an interesting data point to add as a counterpoint to roads because mobility is going to be part of the budget no matter what is done.

Mr. Stresau found it interesting that Ms. Alarcon made the pitch for spending \$50,000 on additional ability to add the "Bluetoad" System. Ms. Alarcon had said if there were a lot of "Bluetoads" more would be known about where to predict people are going. Mr. Stresau did not know whether that lists as an "I want" or "We need" when you get to roads.

Mr. Ostrau questioned if there was any discussion about mobility.

Mr. Lagerbloom believed they are having that discussion right now. The number being used this year based upon taxable value is one mill equals \$32.4 million.

5. Old Business

A. Reschedule September 3rd Meeting Date (Labor Day)

- i. August 27th, 2:00 – 5:00 p.m. 8th Floor**
- ii. September 6th 2:00 – 5:00 p.m. 8th Floor**

Mr. Orshefsky suggested the meeting be scheduled for September 6, 2018.

Ms. Shuster commented that the September 6th date would be after the Commission meeting date. With regard to the July meeting, Ms. Shuster advised that the City Commission meeting was moved to July 10, 2018.

Mr. Lagerbloom indicated that an August joint meeting with the Commission was discussed; however, the Commission thought this Committee would also take a break at that time.

Mr. Walters commented that the Committee cannot afford to rest; there are deadlines to meet.

Mr. Orshefsky questioned the date of the August meeting.

Ms. Shuster stated it is scheduled for August 6, 2018. Ms. Shuster clarified that the

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Infrastructure Task Force Committee meeting would be on July 2, 2018 and the TRIM and the City Commission meeting would be on July 10, 2018.

Mr. Kwoka asked for a motion to reschedule the September 3, 2018 meeting to September 6, 2018.

Motion made by Mr. Walters, seconded by Mr. Ostrau, to reschedule the September meeting to September 6, 2018. In a voice vote, the motion carried unanimously.

B. 40-Year Building Inspection Report

Mr. Kwoka advised that if it is no longer in the Committee's mandate as per this discussion to look at buildings and facilities, the 40-year report did not need to be reviewed today.

Mr. Orshefsky questioned if it was facilities position and noted that it did not sound that they were going to get a red tag on any of the buildings.

Mr. Lagerbloom stated that is exactly how he read it. He did not think the Commission thought that long term the Committee might not get to parks and buildings, etc., but were saying that they needed a focused effort right now.

Mr. Orshefsky questioned if that included the Police Station.

Mr. Lagerbloom replied no.

Mr. Orshefsky stated that was the one building that has been obsolete for 40 years.

Mr. Kwoka noted that could be tacked on at the end.

Mr. Orshefsky commented that one of the funding solutions for the police station was to go out for a General Obligation Bond.

Mr. Lagerbloom stated that the City Commission might address the aging facility outside of the context of the Infrastructure Task Force Committee.

Mr. Kwoka read the report in its limited capacity and there was no smoking gun in the report. The City tends to follow these reports, which says the Committee needs to focus attention on these buildings. It is of his opinion that at this moment the Committee did not need to address buildings.

Mr. Orshefsky read the 40-year report. Some of it has to be done; the electrical is one thing that has to be done.

Mr. Stresau commented that did not seem to be the Committee's responsibility.

Mr. Zeltman advised that is a maintenance issue.

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Mr. Kwoka suggested moving the 40-year inspection report up to now and holding on the General Discussion further.

Mr. Orshefsky mentioned deferring the 40-year inspections until there were definitive numbers since they did not need to be focused on between now and the TRIM notice.

Mr. Kwoka questioned if, other than what was seen in a Power Point presentation, if they were prepared to go beyond the details in a 15-minute presentation or if they were here to provide a summary report that the Committee has already seen.

Mr. Zackria, with Walters, Zackria & Associates, stated that he was going to provide a summary report of what has already been seen. If the Committee has already read the report there was nothing more to show. The actual reports were provided and the Power Point was a summary of those reports.

Mr. Orshefsky requested that staff circulate that report.

Ms. Tokar commented that the report was more than 500 pages.

Mr. Orshefsky questioned the proposed budget that must be addressed and if it is a half-million dollars or a million and a half dollars.

Ms. Tokar advised that there were preliminary estimates. Out of 11 sites, five were already taken care of. At this point they were not sure what the amount would be.

Mr. Zackria advised that when the inspections were done some structural cracking was noticed. When the City gets to that point there will need to be further investigation.

Mr. Walters questioned if the report on buildings included what the City currently owns and not what the City owns and needs.

Mr. Lagerbloom replied that the report addressed the same thing any other 40-year inspection addresses, which is the City's facilities that meet criteria and threshold to have the inspection done. Nothing about future need was mentioned; only existing assets.

Ms. Tokar stated there was a list of what buildings needed to be inspected every year.

Mr. Kwoka mentioned that one of the points in the presentation was that their report was mandated by a certain set of criteria under the Florida Statutes but it did not address suitability for future earnings.

Mr. Walters questioned if the Task Force would address future needs. He wanted to be sure he was looking at the total picture when looking at the report.

Mr. Lagerbloom stated that their report was a completely different process than future planning. They were looking at things the City owns.

Mr. Zackria explained the history of the 40-year building inspection report and what it entailed. It was noted that staff was able to repair many of the facilities and those buildings are signed off. Contractors must be hired to do the repairs on buildings that had more damage.

Mr. Orshefsky questioned if the buildings with more damage were subject to the 180-day requirement.

Ms. Tokar replied yes, but they may need an extension for the time it takes to hire contractors.

Mr. Zeltman mentioned certain buildings that were exempt and questioned what buildings within the City were exempt from the 40-year report.

Ms. Tokar advised that there was one building that was under a certain square footage and there are exceptions with certain buildings. Every building was looked at to make sure they were under the regulations.

Mr. Zeltman stated that on April 9, 2018, he did a walk thru observation of the City Police Headquarters. Mr. Zeltman asked if there were inspections at that location because it is well over 40 years and they said yes, but a lot of the Fire protection issues were grandfathered in.

Ms. Tokar indicated that the building was not in compliance from the time it was built. They were not required to update it as code changes. They had to do the fire protection four or five years ago but at that time they were not required to provide a fire sprinkler system.

Mr. Kwoka commented that this goes back to the Committee's first meetings, the needs versus the wants. If there is a 500-page report that meets the Florida Code, satisfies the County and City, the Committee is wasting their breath.

Mr. Ostrau questioned if Mr. Zeltman's report was circulated to the Commission.

Mr. Stresau stated that ultimately the final report should include Mr. Zeltman's report. The Committee was instructed not to look at facilities and the Police Department.

Mr. Orshefsky questioned if Mr. Lagerbloom believed there were enough dollars to go through CIP for the absolute minimum required to get the City out from under Broward County.

Mr. Lagerbloom did not know since he did not have the number. He stated that the new direction would be incorporated in the minutes.

Mr. Ostrau questioned if this was unanimous.

Mr. Lagerbloom indicated that there was no official vote but everyone's head was nodding in the same direction. There was a consensus.

C. Workshop:

i. Outreach Meeting Report for disbursement prior to the 5th Citywide

Outreach Meeting

Mr. Kwoka indicated there was nothing to report.

ii. Interim Report for Incoming Commission - Framework

Mr. Kwoka commented that the Committee has a new direction.

Mr. Orshefsky advised that he was going to draft recommendations, A – E, or whatever it was going to be.

Mr. Kwoka questioned if that was something that would go to the Commission; he thought it should.

Mr. Orshefsky stated they were not going directly to the Commission.

Mr. Verma believed the Committee was putting together a report for the Commission for the Joint Workshop and that was the reason an outline was provided to see if the Committee wanted to expand on that.

Mr. Kwoka indicated that he looked at the outline but would like to revisit it since there was a change in the course of direction.

Mr. Orshefsky stated that the interim report was intended, as he understood, to be backup for the Joint Workshop. At this point, there was not a date for the Joint Workshop.

Mr. Walters mentioned that if the Commission was going in a different direction they need to tell this Committee.

Ms. Shuster indicated that the Commission was unable to schedule a Joint Workshop prior to their recess in August.

Mr. Kwoka mentioned that if the Workshop could not be scheduled before the August recess some recommendations were going to have to be made without the Workshop.

Mr. Walters stated that recommendations could be given but they should not be instead of a Workshop.

Mr. Ostrau believed that the Commission would want to talk about what was being recommended.

Mr. Kwoka commented that this Commission has said these are the things they would like prioritized. That does not preclude this Committee from discussing other items that are considered important nor does it derail them from looking at the medium and long-term objections of their recommendations.

Mr. Verma questioned what was going to be done about the findings from the community

meetings and how the findings would blend in when the items were prepared for the Commission.

Mr. Kwoka thought that Mr. Orshefsky should draft the recommendations and then collectively and through the appropriate channels, try to pull together an interim report that is delivered together with the recommendations.

Mr. Orshefsky stated that the only comment he had about the Outreach meetings was that they were good. He would like to stay at least 15,000 or 20,000 feet and not count dots; let's deal with the concerns that were expressed. Mr. Orshefsky thought a summary could be a page and a half.

Mr. Verma agreed that the exercise needed to be incorporated with the recommendation and should not be more than four or five pages.

Mr. Kwoka stated that the Commission's desire should be what the community desires.

Mr. Verma wanted to be sure that the efforts were summarized and what came out of the meeting.

Mr. Kwoka indicated that could be included as an executive summary with Mr. Orshefsky's proposed recommendations and then the details could be discussed at a Workshop.

Mr. Orshefsky questioned if staff could generate the page summary of the Outreach meeting; a lot of the information was attachments.

Mr. Walters commented that he would like to see the summary by location because the issues were different in different locations.

Mr. Kwoka did not see the Committee having a fifth meeting and believed it would not accomplish anything.

Mr. Orshefsky did not disagree; however, he thought part of the reason for the fifth meeting was that it would allow public reaction to the Committee's recommendations.

Mr. Kwoka clarified that he was not saying that the fifth meeting needed to be terminated.

Mr. Stresau had a problem with the fact that there was a total of 70 or 80 people in four areas and that was the thrust of what the recommendations were built around. The Committee heard about sidewalks, roads, flooding, speed, and enforcement.

Mr. Ostrau commented that there were people present from various Associations.

Mr. Verma agreed and noted that staff has the survey results from ETC and would be happy to provide copies, which summarize what has been experienced. This was a full-blown neighborhood survey.

Mr. Kwoka reiterated that the Committee needs to understand what the temperament of the new Commission is. It is time to make recommendations and have a Workshop to see what direction the Commission wants to take.

Mr. Orshefsky requested the ETC report be transmitted electronically.

Mr. Verma thought this report should negate the final meeting that was planned. Ms. Shuster has done very well with the summary and the pie charts.

Mr. Stresau questioned if the pie chart has been compared with what was found in the neighborhoods.

Ms. Shuster replied not yet but stated it was very similar.

Mr. Stresau commented that when reviewing the notes there was a lot of discussion, it was operational and enforcement, and nothing to do with infrastructure.

Mr. Ostrau stated it was the mobility and traffic.

Mr. Kwoka advised that one of the tasks was to hear the community and communicate that voice.

6. Board Member Comments

A. City Police Department Building – Ralph Zeltman

Mr. Kwoka questioned if Mr. Zeltman already said his piece regarding the Police Station.

Mr. Zeltman prepared some photographs and submitted them to the City. Since the Committee's direction has been altered, taking out buildings and parks, but at least the work he has done is in the City's hands.

Mr. Kwoka took issue with Mr. Zeltman's language. The Committee's direction has not been altered taking out anything. The priorities have been adjusted in the short term per the Commission's request.

Mr. Stresau commented that the Committee has heard about the Police Station and its inadequacies and how it affects the attitude of the people working there for 15 months. It is difficult to ignore even though the Commission says there are six items that need to be focused on.

Mr. Zeltman stated he was not very happy about that because he put in time but he is here to adjust as necessary. The Committee reports to the Commission and the Mayor and if the new group has refocused on certain items and deleted others, fine.

Mr. Orshefsky did not think the City facilities were off the table; it was just that between now and the gavel in September. He fully expects this group will make recommendations about the Police building and/or City Hall and/or any of the other City facilities.

Mr. Ostrau stated that the flip side is that George T. Lohmeyer Wastewater Treatment Plant (GTL) would be done and the Committee would walk away fairly comfortable with what was going on down there.

Mr. Kwoka indicated that Item #7 could be canceled.

Note: Mr. Lagerbloom left the meeting.

Mr. Orshefsky believed that a lot of progress was made and a lot of that was a function of now having a detailed list of priorities that are focused. The two elements were criticality of the

infrastructure with sewer mains being at the top of the list and the other one was chronological as to when and how it needed to be funded. He questioned if the Committee wanted to have a stack of each set or type of recommendations. That is up to the Committee and he thought that was a function of editorial decisions about how things would be presented. The only other thing he would urge staff to accelerate, if they could, the availability of things like the Parking Master Plan, which was going to give another 20 or 30-year view of what the parking needs were in this City. We have water and sewer, parks, facilities are on hold now, parking is on its way, and hopefully, within the next nine months, major pieces of the infrastructure needs would be identified.

Mr. Kwoka thought the recommendations being prepared would give a sense; whereas, a recommendation for the rate structure change was made and unilaterally dismissed. If multiple other recommendations were going to be made that are fundamental to moving forward there has to be some level of compromise in that direction.

Mr. Orshefsky stated that the BAB was able to schedule a Workshop with the Commission about a week ago. He heard a renewed willingness to be open to the concept of spending and to deal with the ad valorem taxing issues. There was a very responsive Commission particularly with respect to deferred maintenance kind of things. That Workshop is available online and was an hour and a half.

Mr. Kwoka questioned if it would be a problem for Ms. Shuster to forward a link to the meeting Mr. Orshefsky was referencing.

Ms. Shuster advised that the meeting was public record and that she would forward a link.

Mr. Verma advised that the Parking Master Plan is expected in June and then information on how the \$200 million was freed up probably could be provided.

Mr. Orshefsky questioned if a Venn diagram could be done of the CIP dollars sooner because to shape some of the recommendations, it would be useful.

Mr. Verma believed the last time he asked about that information the numbers were still being finalized because of the budget. He assumed that the work has been substantially completed enough to share.

Mr. Orshefsky stated there was a City Manager's report; it was a budget amendment that dealt with allocating the \$200 million. He could not follow what was being done and the piece that was not evident was what allocated dollars have been freed up.

Mr. Stresau questioned what roads were involved other than resurfacing and general maintenance.

Mr. Verma stated that if the pavement structure has deteriorated to a point that resurfacing does not work then they have to go for the reconstruction. When the base material fails resurfacing will work.

Mr. Stresau commented that there was discussion at the Commission meeting the other night and a motion was made to take Las Olas Boulevard off the FDOT right-of-way and return it to the City so they could do crosswalks and change manipulation of what was going on in exchange for rebuilding the intersection at Broward Boulevard and Federal Highway, at Broward Boulevard and 3rd Avenue, at Broward Boulevard and Andrews Avenue, and at Broward Boulevard and 7th Avenue. Apparently, FDOT has determined that the bricks that have been laid were not adequate and need maintenance, which means they need to be pulled up, the surfaces recompact, and the bricks put back down. FDOT is calling the City on it because the City has an obligation to do that and the tradeoff was the piece on the beach and from the Rogers Bridge at the Intracoastal Waterway at 17th Avenue; that the City take over that obligation and maintenance in lieu of and FDOT would redo all four of the intersections. To Mr. Stresau, those intersections are fine except for a few areas where there has been some construction and the bricks were not adequately compacted and put back. It was almost like those four intersections were a signature for Downtown. There is going to be a lot happening on Las Olas Boulevard and he did not see how FDOT decided that those four intersections were below the level of service. When you get to Complete Streets and to what is in the new manual, some of what was done in that location conforms to what FDOT has put in their general guidelines for Complete Streets, which is not just going back and paving everything brand new.

Mr. Orshefsky questioned if that was what they were proposing.

Mr. Stresau stated they were going to take all the bricks out and repave.

Mr. Orshefsky questioned if that was consistent with the new manual.

Mr. Stresau stated that Diana Alarcon told him that while the manual has all sorts of new information that the new people at FDOT are not following the manual.

Mr. Verma questioned what was going to be the major item for next month's agenda other than providing the information requested.

Mr. Kwoka believed the major items were going to be coming to conclusion on an executive summary and these recommendations.

Mr. Orshefsky added talking about how to prepare for the Workshop if a date can be scheduled.

Mr. Kwoka requested Ms. Shuster to ask about a Workshop again.

Mr. Ostrau mentioned a discussion of the City Attorney's opinion.

Mr. Kwoka stated that was also a priority item for him as well.

Mr. Stresau mentioned that in reading Mr. Zeltman's information and then their information that it was a different scope.

Mr. Zeltman agreed.

Mr. Kwoka stated that they have a certain guideline to follow; they are bidding from other people so they are going to give exactly what the County asks for.

Mr. Verma requested that information go through Ms. Shuster as a central point so there is enough time to distribute.

7. New Business

A. Joint Workshop with City Commission (dates TBD)

Ms. Shuster informed the Committee that a date has not been determined as of yet; however, it is not expected until after the summer break.

B. Reschedule September 3rd meeting Date (Labor Day)

This was discussed above in Item #5.

8. Public Comments – None.

9. Adjournment – Next Regular Meeting –June 4, 2018

There being no further business to come before the Committee at this time, the meeting was adjourned at 3:59 p.m.

Any written public comments made 48 hours prior to the meeting regarding items discussed during the proceedings have been attached hereto.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN GRIDICS LLC AND
THE CITY OF FORT LAUDERDALE, FLORIDA**

THIS AGREEMENT, made this 23rd day of JANUARY 2018, is by and between the City of Fort Lauderdale, a Florida municipal corporation, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and **Gridics LLC**, a Delaware limited liability company authorized to transact business in the State of Florida, ("Gridics," "Contractor", or "Company"), whose address is 169 E. Flagler Street, Suite 1640, Miami, FL 33131, Phone: (786) 220-5295, E-mail: info@gridics.com.

WITNESSETH:

For and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the Gridics, LLC and the service(s) provided allow for a designated number of City employees to use Gridics software applications to check development plan reviews, conduct 3D development planning scenarios, research zoning regulations, and allow the City to reference Gridics Software applications as a local zoning resource for the public, and the City and the Contractor further covenant and agree as follows:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- A. Scope of Services (Exhibit A)
- B. Compensation Schedule (Exhibit B)
- C. Project Proposal (Exhibit C)

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that Exhibit A contains a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial term of this Agreement shall commence on the Effective Date and shall continue in effect for two (2) years, unless the City provides written notice to Contractor at least thirty (30) days prior to the start of the year two that the City cannot renew this Agreement due to the unavailability of funds for the City to meet its obligations or the product does not meet the city's operational needs. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable during the term of this agreement and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided herein, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly

or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

Contractor grants to the City a limited, non-transferable, non-sublicensable license to access and use Zonar in accordance with Zonar's documentation and policies, and only for the City's internal purposes. The license provided to the City to use the Services is not a sale of the Services or any component thereof. Title to and ownership of all components of the Services, all proprietary rights in and related to the Services, and all portions or components of the same, shall be and at all times remain in the Contractor (or its third-party licensors). The City acknowledges and agrees that Contractor is the sole developer and owner of the Services, and hereby releases any claim to ownership, if any, that City may have to the Services. The Services are protected by patent, copyright, trademark and trade secret laws, and other international treaty provisions. City hereby agrees that it shall not, and shall not permit its employees to, disclose, disseminate, reproduce or publish any of Contractor's information (including trade secrets) that is confidential pursuant to Florida law and disclosed to the City or its employees during the performance of Contractor's obligations under this Agreement.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or

failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. The license granted pursuant to this Agreement shall immediately terminate and City shall cease using Zonar. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes

Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor and associated Subcontractors for this project disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor and associated Subcontractors for this project, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor and Subcontractors to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor and Subcontractors delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor related to this Agreement. Contractor shall keep, Contractor and subcontractors books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor shall make same available at no cost to City in written form.

Contractor shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor records, Contractor and shall comply with all requirements thereof. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other Contractor and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor and Subcontractors may be independent contractors under this Agreement. Services provided by Contractor and Subcontractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Subcontractors shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Subcontractors any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent. The City's consent may not be unreasonably withheld.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance with Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

To the maximum extent permitted by applicable law, Contractor and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Contractors' and its suppliers' and licensors' liability exceed the amounts paid by City under this agreement regardless of the form of the claim (including without

limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise).

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Notices

Notices, statements and other communications to be given under the terms of this Agreement shall be delivered in a timely fashion (and in any event within any time limits established elsewhere in this Agreement) and shall be in writing and delivered by hand (including pre-paid courier) or sent by certified or registered mail, postage prepaid, return receipt requested, or by a recognized overnight courier (e.g, FedEx) and addressed to the parties' respective addresses set forth in the preamble above or by email to [.info@gridics.com](mailto:info@gridics.com) for the Contractor and [.purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov) for the City.

Y. Owed Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Z. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment,"

the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2017), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2017), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2017), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2017), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2017), as may be amended or revised.

CC. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2017), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records

stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

ATTEST: [Signature]
Jeffrey A. Modarelli, City Clerk

CITY OF FORT LAUDERDALE
By: [Signature]
Lee R. Feldman, City Manager

Approved as to form:
Cynthia A. Everett, City Attorney

By: [Signature]
Assistant City Attorney

WITNESSES:
[Signature]
Signature
Jason G. Doyle
Print Name
[Signature]
Signature
Cecilia Lins
Print Name

Gridics LLC

By: [Signature]
Felipe Azenha, Member


(SEAL)

STATE OF FLORIDA :
COUNTY OF DADF :

The foregoing instrument was acknowledged before me this 22 day of JANUARY, 2018, by Felipe Azenha as member for Gridics LLC, a Delaware limited liability company authorized to transact business in the State of Florida.

(SEAL)

[Signature]
Notary Public, State of FLORIDA
(Signature of Notary Public)

 ALEXANDER FRIEDMAN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF084158
Expires 2/8/2018

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification
Type of Identification Produced FC DL



ҚАЗАҚСТАН РЕСПУБЛИКАСЫНЫҢ
БІЛІМ ЖӘНЕ ҒЫЛЫМ МИНИСТРЛІГІ
ҚАЗАҚСТАН РЕСПУБЛИКАСЫНЫҢ
БІЛІМ ЖӘНЕ ҒЫЛЫМ МИНИСТРЛІГІ

EXHIBIT A – SCOPE OF SERVICES

- 1) **Subscription:** During the term of this Agreement, Contractor will grant access to City to use Gridics's Zonar.City software service (the "Zonar") pursuant to Contractor's policies posted on Contractor's website at www.Gridics.com, as such policies may be updated from time to time. Contractor retains all right, title, and interest in and to the Service, including without limitation all software used to provide the Zonar and all logos and trademarks reproduced through Zonar, and this Agreement does not grant City any intellectual property rights in Zonar or any of its components.
- 2) **Implementation:** Contractor will work with Department of Sustainable Development, Planning and Zoning division representatives in the City to integrate the City's zoning code regulations into Zonar within 45 days of the Effective date of this Agreement.
- 3) **Planning & Zoning Review Modules:** Contractor will grant City access to the Zoning Allowance, Capacity Analysis and Zoning Plan Review sections of the Zonar application within 45 days of the Effective date of this Agreement.
- 4) **3D Zoning Map Website – Initial Development:** Contractor will build a website that will allow end users to view 3D shapes of buildings throughout the City. Mapped data layers will include existing building shapes as provided by City and building envelope mass shapes as allowed by zoning.
- 5) **Infrastructure Module:** Contractor will work with City to define and develop an Infrastructure Module. Contractor agrees to target delivery within six (6) months after the Effective date of this Agreement.
- 6) **Traffic Module:** Contractor will work with City to define and develop an Infrastructure Module. Contractor agrees to target delivery within six (6) months after the Effective date of this Agreement.
- 7) **Ongoing Code Administration:** City agrees to designate one or more City employee to be responsible for administering the City's digital zoning code in Zonar on an ongoing basis.
- 8) **Joint Press Release:** City authorizes Contractor to issue a press release, subject to the City's Strategic Communications Manager's prior written approval, announcing the City's adoption of and use of Zonar.
- 9) **Link to Zonar:** Upon completion of #2 above, City agrees to add a link to www.Zonar.City from the zoning and land use information page (<http://www.fortlauderdale.gov/departments/sustainable-development/urban-design-and-planning/property-zoning-and-land-use-information>).

EXHIBIT B – COMPENSATION SCHEDULE

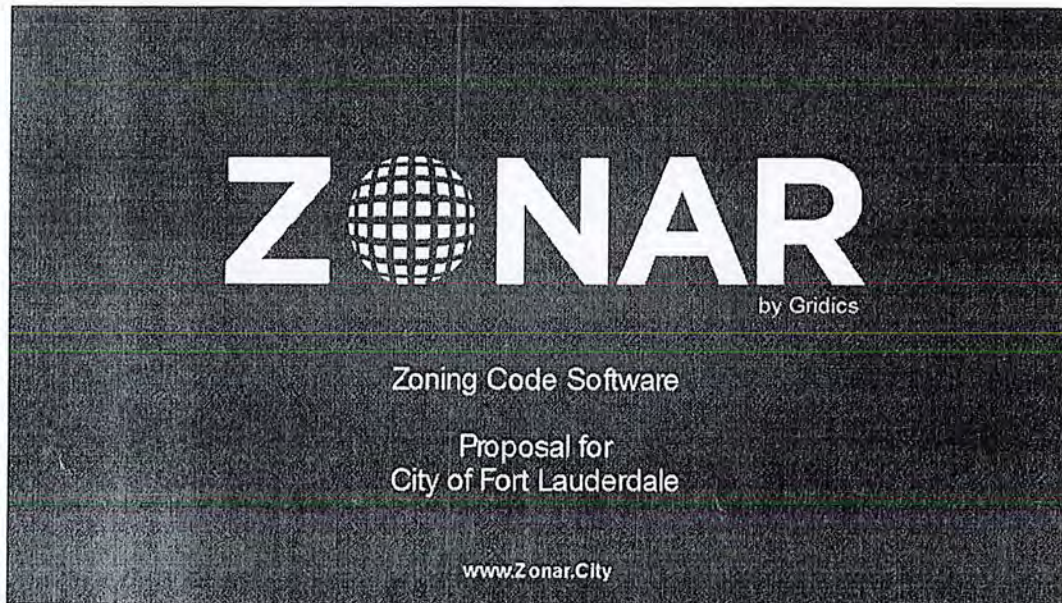
City agrees to compensate Contractor for Services as defined in Exhibit A according to the schedule below:

Product/Service Name	Unit Price	Billing Frequency	Total 1 st Year Cost	Total 2 nd Year Cost
Planning Analysis License	\$2,500	Monthly	\$30,000	\$30,000
Zoning Plan Review License	\$1,500	Monthly	\$18,000	\$18,000
Traffic Module License (future)	\$1,500	Monthly	\$0	\$18,000
Infrastructure Module License (future)	\$1,500	Monthly	\$0	\$18,000
Initial Code Implementation	\$12,000	One-time	\$0	-
3D Map Implementation	\$15,000	One-time	\$15,000	-
3D Map Ongoing Service	\$1,000	Monthly	\$0	\$12,000
TOTALS			\$63,000	\$96,000

Initial Billing Schedule

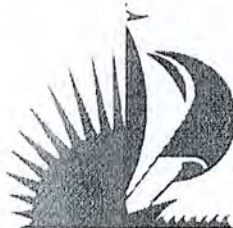
1. 3D Map Implementation: Contractor will invoice City 45 days following the effective date of the Agreement.
2. License: Contractor will invoice City for first payable monthly licensing costs 45 days following the effective date of the Agreement and monthly thereafter.

EXHIBIT C – CONTRACTOR'S PROPOSAL



Enterprise Proposal

Prepared For: Ella Parker, AICP



CITY OF FORT LAUDERDALE

June 27, 2017

Contact: Felipe Azenha
fazenha@gridics.com
305-498-9410

June 27, 2017

Ms. Ella Parker, AICP
Urban Design & Planning Manager
City of Fort Lauderdale
710 NW 15th Ave
Fort Lauderdale, FL 33311

Dear Ella,

As a follow up to our meeting with you and your team, please find below a proposal for the purchase of the Zonar software application product. This proposal letter will cover pricing and key business terms for this type of agreement along with general product overview information about Zonar that will be helpful to your team as you circulate and review.

Zonar is a one-of-a-kind, patent pending zoning code software that will enable Fort Lauderdale to:

1. Visualize 3D zoning capacity in real time
2. Test new zoning scenarios to improve development patterns
3. Conduct faster and more accurate development plan reviews
4. Reduce plan review backlog
5. Improve transparency with the public

The proposed initial agreement term will be for three years and will grant Fort Lauderdale unlimited access to Zonar, including training and support. We are prepared to begin working with you as soon as we can gain approval and execute an agreement so that you and your team can begin utilizing Zonar as soon as possible.

This proposal is valid for 30 days after the date received by the City of Fort Lauderdale.

Thank you very much for your consideration.

Regards,

Felipe Azenha
Director, Business Development

www.Zonar.City



We automate zoning codes, bringing real estate planning, development and design to life!

Zonar's patent-pending rules engine combines the measurable requirements of any zoning code with property records, parcel shapes and mapped zones to deliver users a 3D interactive digital mapping software to conduct feasibility studies, scenario plans and site plan reviews in real time rather than weeks or months.

www.Zonar.City

Service Overview

Gridics will integrate and calibrate the Fort Lauderdale zoning code into the Zonar software application. This will arm zoning reviewers with helpful tool to explain new regulations and review plans while giving staff planners the ability to easily create powerful 3D visualizations with a few simple clicks when developing new zoning code scenarios. In addition, we will develop a full 3D zoning map of the city that will allow the city to view existing building shapes in context with zoning massings.

Implementation	Gridics' team of experienced architects and planners will calibrate the zoning code as designated by the Urban Design and Planning team into the Zonar application within 60 days of execution of a professional services agreement with the City of Fort Lauderdale.
Ongoing Access	Gridics will provide unlimited user access licenses to the Fort Lauderdale for the duration of the contract. One person will be designated Admin level access to manage user access and make adjustments to the base code.
Support and Training	<ul style="list-style-type: none"> Gridics will provide up to three 60 minutes training sessions to all expected users of Zonar. Gridics provides ongoing chat and email support at no additional charge. This allows users to ask questions to our support team through our integrated chat module or email. Chat is available during business hours and email response will be provided in under 48 business hours.

www.Zonar.City

Proposed Pricing Terms

Product/Service Name	Description	Unit Price	Frequency	Total 1st Year Cost	Ongoing Annual Cost	Delivery Date	Billing/Payment Terms
Planning Analysis License	Subscriber pays for ongoing access to the user using planning modules (zoning ordinance & capacity analysis). This allows user to track all activities, site specific, as well as data analysis of development potential according to code and land use changes.	\$2,500	Month	\$30,000	\$30,000	45 Days after PSA Effective Date	Quarterly starting 45 days after execution of PSA
Zoning Plan Review License	Subscriber pays for access to access to the Zoning Review Module. This allows for user to easily check development plan values for compliance against code.	\$1,500	Month	\$18,000	\$18,000	45 Days after PSA Effective Date	Quarterly starting 45 days after execution of PSA
Traffic Module License (future)	Subscriber pays for future access to the traffic analysis module. This includes collaboration with transportation engineers for development. Interest to utilize traffic data from FL (available to users through proposed development access to traffic)	\$1,500	Month	\$0	\$18,000	180 Days after PSA Effective Date	Quarterly starting in year 2
Infrastructure Module License (future)	Subscriber pays for future access to the infrastructure analysis module. This requires collaboration with city to define requirements for development. Interest to utilize GIS data from FL (available to users through proposed development access to infrastructure)	\$1,200	Month	\$0	\$18,000	180 Days after PSA Effective Date	Quarterly starting in year 2
Initial Code Implementation	Process of implementation of zoning code into the user's system and service training to users at the City of Ft. Lauderdale.	\$12,000	One-time	\$0	-	Within 60 days of PSA Effective Date	-
3D Map Implementation	Build zoning map website with various 3D by incorporating existing existing and as of right zoning.	\$15,000	One-time	\$15,000	-	Within 90 days of PSA Effective Date	Final at execution of PSA and final at completion
3D Map Ongoing Service	Ongoing support and management of zoning map website.	\$1,000	Month	\$0	\$12,000	90 Days after PSA Effective Date	Quarterly starting 90 days after execution of PSA
Total Cost				\$63,000	\$96,000		

www.Zona.r.City

Key Agreement Terms

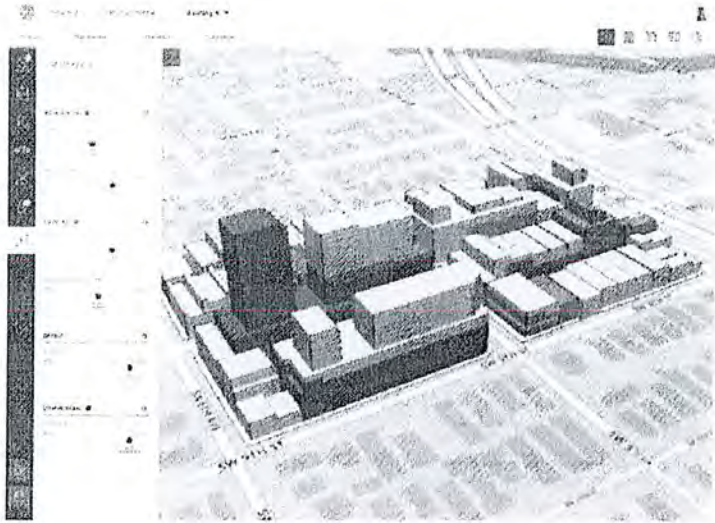
Terms of Agreement	Description
Partnership Start Date	Effective Date of PSA
Initial Contract Term	1 year
Number of User Licenses	Unlimited
Custom Professional Services Rate (quote specific)	\$250/Hour
Renewal Terms	Auto-Renew 1 year
Cancellation	Six Month Notice

www.Zona.r.City

The Product

3D Visual Planning

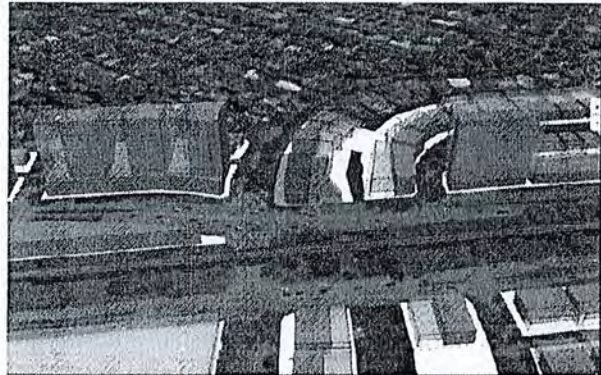
- Single or Multi-building block studies
- Visualize impact of future state development
- Test code changes against numerous scenarios
- Run retail, commercial, residential, hotel, industrial, parking, and mixed use scenarios
- Easily help public understand proposals
- Side-by-Side Comparable Studies



The Product

Feasibility Scenarios

- Type in address, select parcels, view building envelope
- Displays all zoning use allowances, overlay rules, parking requirements, and available waivers
- Customize Building Parameters
- Customize Building Usage Mix (Residential, Office, Retail, Hotel or Mixed) determine "highest & best use"



www.zon3r.city

The Product

Development Plan Reviews

Development Plan Reviews Streamlined

- Quickly and accurately check plan values against code regulations
- Add comments, reference code text
- Easily share plan across departments
- Upload plan images while checking values
- Improved clarity of communication reduces follow up meetings
- Improved accuracy, reduces learning curve



www.Zonar.City

The Product

3D Zoning Map

3D Contextual Zoning Map Website

- View existing building shapes in 3D, color coded to current zones
- Compare existing 3D buildings to zoning potential
- Increase transparency with public
- Easily visualize proposed projects in context with existing structures.



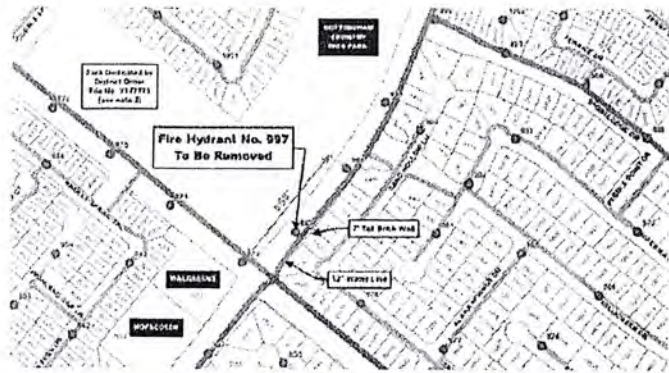
www.Zonar.City

The Product

Infrastructure

Infrastructure Analysis Module*

- Compare existing water and sewage capacity against proposed development scenario.
- Determine whether existing infrastructure changes are required for proposed projects.
- Analyze impact of zoning density changes on existing infrastructure.
- Identify future at-risk infrastructure capacity zones based on current allowed zoning given development potential.



*proposed intent

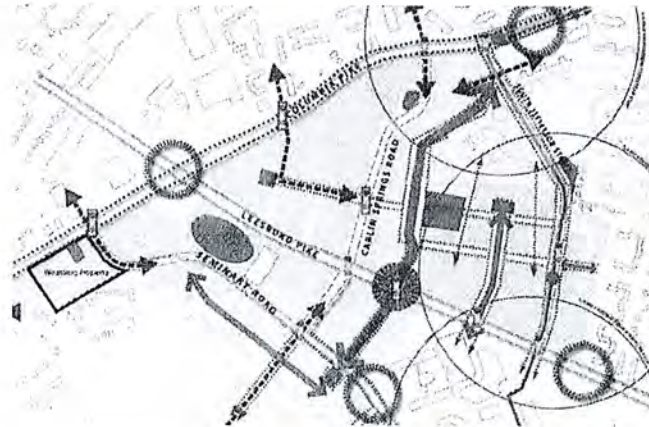
www.Zonar.City

The Product

Traffic

Traffic Impact Analysis Module*

- Integrate Ft. Lauderdale traffic data to deliver outputs such as Level of Service and trip generation data relative to proposed developments.
- Analyze zoning development capacity against traffic models to output potential traffic impact.
- Work with Ft. Lauderdale team to identify other key areas of measurement and functionality to achieve time savings and drive more informed decisions.



*proposed intent

www.Zonar.City

Outstanding Team



Jason Doyle

President, CEO

- SVP at RealPage (Nasdaq: RP)
- VP & GM of Homes.com



Max Zabala

Founder, VP Product

- Architect and Urban Planner @Duany Plater-Zyberk
- Developed SmartCode, the industry leading zoning & planning model
- Masters in RE Development, University of Miami

www.zohar.city



Felipe Azenha

Founder, VP Biz Dev

- Exec at StreetEasy (Exit to Zillow)
- Investment Banker, HSBC
- Masters in RE Development, University of Miami



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

106
3/21/18

Today's Date: 3/15/2018

DOCUMENT TITLE: PROFESSIONAL SERVICES AGREEMENT – GRIDICS LLC

COMM. MTG. DATE: 01/23/2018 CAM #: 18-0049 ITEM #: PUR-3 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: Procurement Router Name/Ext: L. Blanco/5141 # of originals routed: 1 Date to CAO: 3/15/18

2) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 1

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 3/19/18

Paul G. Bangel
Attorney's Name

PEB/SL
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Gina Ri/CMO/X5013 Date: 3/19/18

4) City Manager's Office: CMO LOG #: Mar-96 Document received from: 3/19/18

Assigned to: L. FELDMAN S. HAWTHORNE C. LAGERBLOOM
L. FELDMAN as CRA Executive Director

APPROVED FOR LEE FELDMAN'S SIGNATURE N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM (Initial/Date) PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to Mayor CCO Date: 3/19/18

5) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk's Office: Retains 1 Original and forwards 1 Copy to: L. Blanco/Procurement/5141

Attach ___ certified Reso # ___ YES NO

Original Route form to CAO/J. Larregui

WATER AND WASTEWATER BOND PROJECTS

AS OF: April 11, 2018

CONSENT ORDER

PROJECT REFERENCE #	FUND	TOTAL PROJECTED COST	PROJECT TITLE	PROJECT DESCRIPTION	Type Project
P12319	495	\$ 8,542,313	EMERGENCY REPAIRS 30" FORCE MAIN A-REPUMP STATION TO GTL	This project is for the repair/rehabilitation of a broken 30-inch diameter sewer force main measuring approximately 11,620 LF including 550 LF subaqueous river crossing. The project also consists of a new 30-inch force main measuring approximately 1,500 LF to be installed on SW 2nd Street from SW 4th Avenue to SW 8th Avenue, and a new 30-inch force main measuring 6,400 LF to be installed on NW 6th Street from NW 4th Avenue to NW 19th Avenue.	Wastewater Collection System
P12375	495	\$ 385,000	PROGRAM MANAGEMENT OF CONSENT ORDER PROJECTS	This project will consist of retaining the services of a Program Manager Consulting Team and familiarizing the team with the status of the Consent Order Agreement. This will include the transfer of information from the City to the new Program Manager in order to facilitate smooth transition and ensure that the deliverables and deadlines are met within the specified timeframe in the Consent Order Agreement.	Wastewater Collection System
	496	\$ 115,000			
P12383	496	\$ 4,784,890	NE 25TH AVE 24" FORCE MAIN REPLACEMENT	This project is for the replacement of a deteriorated 24-inch diameter DIP sewer force main measuring approximately 5500 linear feet (LF). The force main is located along NE 25th Avenue, from Commercial Blvd. to Oakland Park Avenue.	Wastewater Collection System
P12384	496	\$ 11,096,690	NE 38TH ST 42" FM AND NE 19TH AVE 24" FORCE MAIN REPLACEMENTS	This project includes rehabilitation of approximately 8,000 feet of deteriorated DIP force main along NE 38th St., from N Dixie Hwy to Coral Ridge Country Club, including installation of approximately 3,000 feet of new 24" force main along NE 19th Ave., from NE 38th St to NE 32nd St, inspection of existing pipe, and performance of all related work.	Wastewater Collection System
P12385	496	\$ 19,711,450	SE 10TH AVE 48" FORCE MAIN REPLACEMENT AND 36" BYPASS	This project consists of replacing approximately 13400 linear feet of deteriorated 48-inch diameter sewer force main along SE 10th Ave., between E. Sunrise Blvd and P.S. A15, and installing approximately 5400 linear feet of 36" force main Federal Hwy. to server as a bypass and redundancy.	Wastewater Collection System
P12386	496	\$ 14,589,850	54" FORCE MAIN REPLACEMENT ON SE 9TH AND 10TH AVE AND NEW PARALLEL	This project is for the replacement of one section of 54" FM and installing a backup 48" FM. The section being replaced consists of approximately 6000 linear feet of deteriorated 54-inch diameter sewer force main along SE 9th and 10th Avenues, between pump station A15 and GTL treatment facility. In addition, as a back-up, approximately 48" FM will be installed in parallel along US1, which will also serve as a bypass during the placement of the 54 " FM.	Wastewater Collection System
P12387	496	\$ 8,184,000	EFFLUENT MAIN REHABILITATION	This project includes rehabilitation of the 54" inch PCCP pipeline leading from GTL to the injection wells, including inspection of existing pipe, and performance of all related work.	Wastewater Collection System
P12418	495	\$ 4,000,000	Water and Wastewater Distribution and Collection System Mapping	This project will allow the Program Manager Consultant develop a mapping plan and submit to Florida Department of Environmental Protection (FDEP) within 9 months of the effective date of the Consent Order. In addition, all mapping services outlined in the mapping plan will have to be completed within 21 month of the effective date of the Consent Order	Systems Improvement
P12388	495	\$ 3,313,090	NE 13TH ST24" FORCE MAIN REPLACEMENT	This project includes rehabilitation of approximately 3,300 feet of 24" CIP pipeline along NW 13th St., from SR 845 S to SR 811 , including inspection, and all related work.	Wastewater Collection
P12389	495	\$ 2,112,550	18" FORCE MAIN REPLACEMENT ACROSS THE NEW RIVER FROM NE 9TH ST TO N. BIRCH ROAD	This project includes rehabilitation of approximately 1,000 feet of 18" DIP pipeline across the river from NE 9th St. to N Birch Road, including inspection, and all related work.	Wastewater Collection System
P12390	495	\$ 2,500,000	LAS OLAS BLVD 16" FORCE MAIN FROM LIDO ROAD TO INTRACOASTAL WATERWAY (IN-KIND PROJECT) AND UPGRADE PUMP STATION D-38	This project includes construction of a 16" force main from the Lido Road pumpstation to the Intracoastal waterway and upgrade pump station D-38	Wastewater Collection System
P11563	495	\$ 5,892,153	Victoria Park Sewer Basin A-19 Rehab	Rehabilitate main line sewers, manholes, and service laterals to reduce infiltration and inflow	Wastewater Collection System
P12055	495	\$ 4,183,475	Basin A-18 Sanitary Sewer Collection System	Rehabilitate main line sewers, manholes, and service laterals to reduce infiltration and inflow	Wastewater Collection System
P11566	495	\$ 1,215,964	Rio Vista Sewer Basin Rehab Pump Station D-43	Rehabilitate main line sewers, manholes, and service laterals to reduce infiltration and inflow	Wastewater Collection System

WATER AND WASTEWATER BOND PROJECTS

P12202	495	\$ 1,254,020	Pump Station D-10 and D-11 Flow Analysis and Redesign	This project includes the flow analysis of pump stations D-10 and D-11 to verify the available sewer capacity of each station. Additionally, this project includes the re-design necessary to address and correct any concerns that result from the flow analysis.	Wastewater Collection System
FY20190713	495	\$ 762,640	Sewer Capacity Analysis for Gravity and Force Mains	This project will allow development of a citywide capacity analysis of the force mains, gravity mains and pump stations within 20 months of the effective date of the Consent Order, and submit a report summarizing the findings to Florida Department of Environmental Protection (FDEP) within 22 months of the effective date of the Consent Order.	Systems Improvement
	496	\$ 37,360			
P12367	495	\$ 729,180	Consent Order Asset Management and Capacity Management, Operations and Maintenance Programs	This project will allow the Program Manager Consultant develop and implement an Asset Management Program and Capacity Management, Operations and Maintenance Program, as mandated in the Consent Order Agreement between the City and Florida Department of Environmental Protection (FDEP).	Systems Improvement
	496	\$ 170,820			
FY20190712	495	\$ 3,813,200	Force Main Condition Assessment	This project will allow the Program Manager Consultant develop a force main assessment plan and submit to Florida Department of Environmental Protection (FDEP) within 9 months of the effective date of the Consent Order. Pending approval by FDEP of the submitted plan, all the force mains outlined in the plan will have to be assessed within 18 months of the approval.	Wastewater Collection System
	496	\$ 186,800			
		\$ 58,876,860	Central Region 2017 Bond Funds(496)		
		\$ 38,703,585	Water/Sewer Master Plan 2017 Fund (495)		
		\$ 97,580,445	TOTAL		

Deferred Projects/Additional Funding Required

PROJECT REFERENCE #	FUND	TOTAL PROJECTED COST	PROJECT TITLE	PROJECT DESCRIPTION	Type Project
FY 20150186	495	\$ 5,276,700	BERMUDA RIVIERA SMALL WATERMAIN IMPROVEMENTS	This project is for small water main improvements in the Bermuda Riviera neighborhood. This project will replace existing water mains, which are undersized and deteriorated, with approximately 16,400 linear feet of 6" water mains.	Water Distribution System
P10814	495	\$ 1,632,562	CENTRAL NEW RIVER WATERMAIN RIVER CROSSINGS	The City's existing water transmission system includes a 16-inch pipe that crosses the New River at SE 1st Avenue and an existing 12-inch pipe that crosses the New River at SW 7 Avenue. Both of these river crossings are sub-aqueous pipelines. The 16-inch pipe has suffered repeated failures and these pipe crossings are important to the downtown water supply. Replacement pipelines are currently under design. The staff recommends running a transmission system hydraulic model to determine the impact of changes to the existing and proposed river crossings.	Water Distribution System
P12180	495	\$ 3,460,125	CROISSANT PARK SMALL WATERMAINS	This project is for small water main improvements in the Croissant Park Neighborhood. The project will replace existing undersized and deteriorated small water mains with approximately 16,500 linear feet of 6" and/or 8" water mains. These improvements will result in improved fire hydrant coverage.	Water Distribution System
P12184	495	\$ 525,500	DAVIE BLVD. 18" WATER MAIN ABANDONMENT I95 TO SW 9	A new 24" water main was installed to replace the old 18" cast iron water main under the Waterworks Program in 2005-2007, but the old main was never properly abandoned. This work will include identifying and relocating all the service lines currently tied to the 18" main and moving them to the 24" main. This work includes abandonment of approximately 7,788 linear feet of pipe to be abandoned from SW 18th Avenue to Andrews Avenue.	Water Distribution System
P11589	495	\$ 33,500,000	FIVEASH DISINFECTION/ RELIABILITY UPGRADES	This project is for the construction of two separately designed projects under one construction contract. Combining the projects is necessary because both projects need to be completed at the same time. Having one construction contract will avoid disputes between two contractors working at the same time, and competing for staging areas and storage space on the crowded water treatment plant site. Under this approach, both projects can be constructed in three years. The first project, Reliability Upgrades, installs various repairs and replacements throughout the plant. Major items include replacement of the control system for the entire plant, replacement of the obsolete emergency generators, modifications to the high service pumps, and increasing the weather resistance of the plant buildings. The second project, Disinfection System Replacement, replaces the existing gaseous chlorine system with a new facility.	Plant Improvements
P11080	495	\$ 557,559	PORT CONDO LARGE WATERMAIN IMPROVEMENTS	This project is for the replacement of a small 6" water main with approximately 1,300 linear feet of large 12" water main on SE 17th Street's north access road, bounded by Eisenhower Boulevard and the intracoastal waterway.	Water Distribution System
P10850	495	\$ 4,961,073	VICTORIA PARK A - NORTH SMALL WATERMAIN	This project is for a small water main replacement in the Victoria Park - North neighborhood. Replace approximately 23,740 linear feet (LF) of existing undersized and deteriorated small water mains with new 6" and 8" PVC (poly-vinyl chloride) water mains, and improve fire hydrant coverage on NE 16th Avenue and NE 19th Avenue. In 2014, 2,760 linear feet of water main were installed.	Water Distribution System

WATER AND WASTEWATER BOND PROJECTS

P11901	495	\$ 5,437,049	VICTORIA PARK B-SOUTH SMALL WATERMANS IMPROV	This project is for small water main replacements and improved fire hydrant coverage in the Victoria Park - South Neighborhood. Approximately 29,000 linear feet of existing undersized and deteriorated small water mains will be replaced with new 6" and 8" polyvinyl chloride (PVC) water mains.	Water Distribution System
		\$ 55,350,568	Water/Sewer Master Plan 2017 Fund (495)		
		\$ 55,350,568	TOTAL		

CUSMP Priority Projects

PROJECT REFERENCE #	FUND	TOTAL PROJECTED COST	PROJECT TITLE	PROJECT DESCRIPTION	Type Project
P12395	495	\$ 210,000	PEELE DIXIE ELECTRICAL STUDIES AND TESTING	Update Short Circuit Device Coordination and Arc Flash Study; Perform Electrical Maintenance Testing.	Plant Improvements
P12396	495	\$ 100,000	PEELE DIXIE SURGE PROTECTION UPGRADES	Replace/Retrofit existing panel boards with integral surge protective devices to external mounted units connected through a branch circuit breaker.	Plant Improvements
P12399	495	\$ 4,000,000	FIVEASH WTP PCCP REPLACEMENT	Replace PCCP pipe feeding the high service pumps.	Plant Improvements
P12400	495	\$ 185,000	PROSPECT WELLFIELD ELECTRICAL STUDIES AND TESTING	Perform Short Circuit Device Coordination and Arc Flash Study; Perform Electrical Maintenance Testing; Generate Accurate As-Built One Line Drawings and plans of the entire wellfield.	Plant Improvements
P12402	495	\$ 150,000	PEELE DIXIE WELLFIELD ELECTRICAL STUDIES AND TESTING	Perform Short Circuit Device Coordination and Arc Flash Study; Perform Electrical Maintenance Testing.	Plant Improvements
P12404	495	\$ 2,600,000	EXCAVATE AND DISPOSE OF DRY LIME SLUDGE	This project includes the excavation and disposal of dry lime sludge from the west cell sludge pit or delivery to a cement kiln.	Plant Improvements
P12406	496	\$23,900,000	REDUNDANT FORCE MAIN FROM B-REPUMP TO GTL	This project includes 38,850 linear feet 42"-54" force main from B-Repump to GTL. To provide redundancies (Central Region Large Users System)	Wastewater Collection System
FY20190769	495	\$ 609,000	SUBAQUOUS ORCE MAIN CROSSING REINSTATEMENT (FROM PUMP STATION A-14)	Reinstate the pipeline crossing directly after pump station A-14 to assist with high velocities in the force mains downstream of A-14. Pipe section is 2,100 LF from the corner of NE 22nd Ave and NE 19th across Bal Harbour and connects to the existing main at Middle River Dr.	Wastewater Collection System
P12413	495	\$ 580,000	FORCE MAIN (FROM PUMP STATIONS D-35 TO D-36) UPSIZE	Upsize the existing 8" and 10" force mains to approximately 2,000 LF of new 12" force main, along Harbour Inlet Dr, from A1A to Barbara Dr, and along Barbara Dr, from Harbour Inlet Drive to the Stranahan River.	Wastewater Collection System
P12414	495	\$ 843,000	GRAVITY PIPE IMPROVEMENTS TO THE DOWNTOWN COLLECTION SYSTEM	<ul style="list-style-type: none"> Upsize 920 feet of the existing 12" gravity pipe to a 15" gravity pipe along E Las Olas Blvd from SE 1st Ave to SE 4th Ave. Upsize 750 feet of the existing 14" gravity pipe to 21" gravity pipe right by the pump station and along SE 2nd St. from SW 1st Ave to SE 1st Ave. Upsize 84 feet of the existing 14" gravity pipe to 24" gravity pipe right by the pump station A-7 along SW 2nd St. Upsize 560 feet of the existing 15" gravity pipe to 18" gravity pipe right along SE 1st Ave. from East Las Olas to SE 2nd St. (Need to ensure pipe segments are not lined in current I&I contract) 	Wastewater Collection System
P12415	495	\$ 2,031,862	PUMP STATION A-7 UPGRADE	Evaluation and upgrading of A-7 pumps with higher capacity models. Rehabilitate/replacement of station piping, valves and appurtenances and wet well as necessary.	Wastewater Collection System

\$ 23,900,000	Central Region 2017 Bond Funds(496)
\$ 11,308,862	Water/Sewer Master Plan 2017 Fund (495)
\$ 35,208,862	TOTAL

Bond Eligible Expenditures	\$ 1,588,874	Regional Wastewater System Fund (451)
	\$ 10,271,251	Water & Sewer General Capital Projects Fund (454)
	\$ 11,860,125	TOTAL

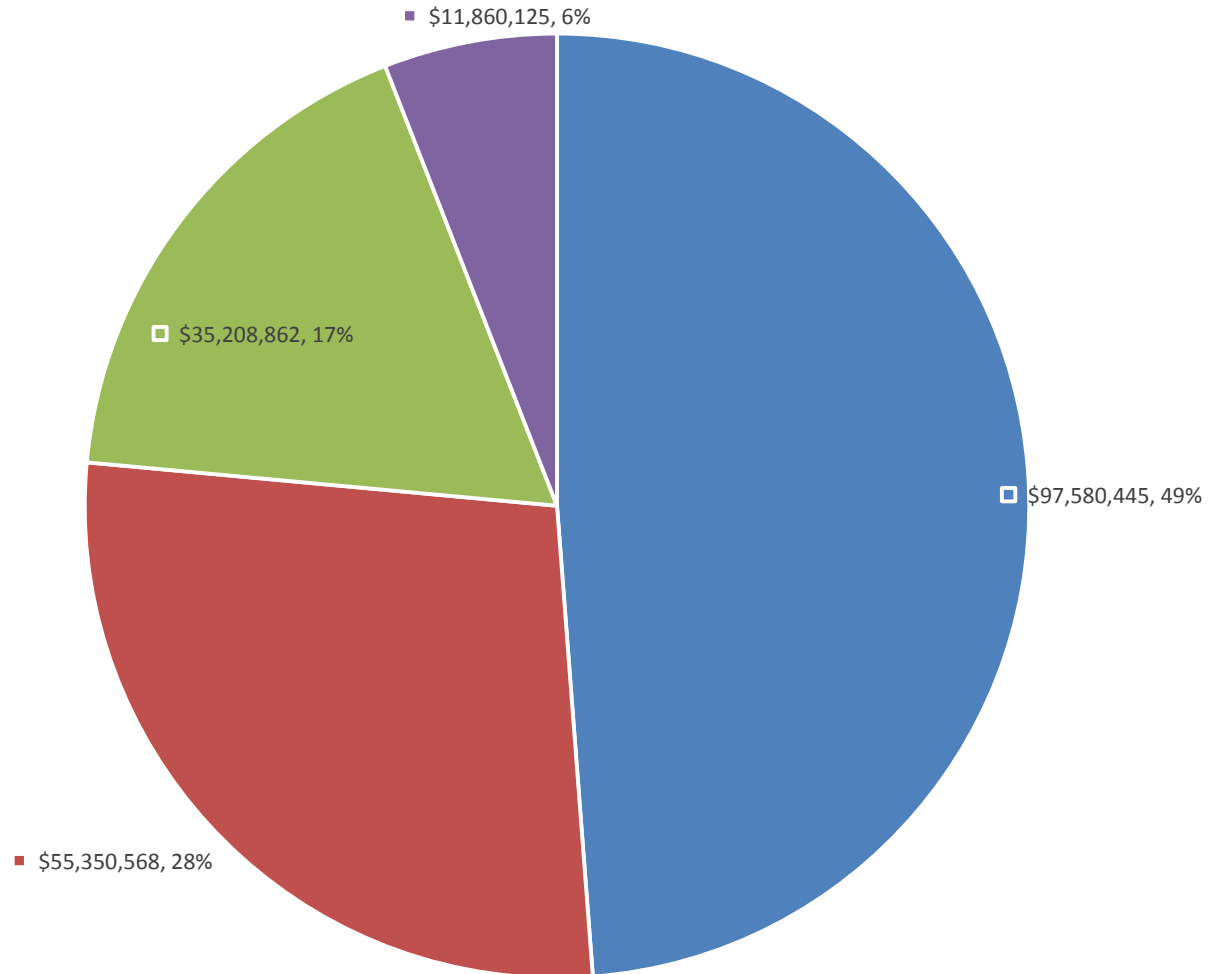
TOTAL BOND FUNDING	\$ 1,588,874	Regional Wastewater System Fund (451)
	\$ 10,271,251	Water & Sewer General Capital Projects Fund (454)
	\$ 82,776,860	Central Region 2017 Bond Funds(496)
	\$ 105,363,015	Water/Sewer Master Plan 2017 Fund (495)
	\$ 200,000,000	TOTAL

Summary:

Consent Order Projects		\$ 97,580,445
- Central Region (Fund 496)	\$58,876,860	
- W/WW Master Plan (Fund 495)	\$38,703,585	
Deferred Projects		\$ 55,350,568
- W/WW Master Plan (Fund 495)	\$55,350,568	
CUSMP Priority Projects		\$ 35,208,862
- Central Region (Fund 496)	\$23,900,000	
- W/WW Master Plan (Fund 495)	\$11,308,862	
Projects from Funds 451 and 454 charged to Bond Funds (495.496)		\$11,860,125

Total **\$200,000,000**

Bond Funded Projects - By Category



- Consent Order Projects (Central Region \$58,876,860 + W/WW Master Plan \$38,703,585)
- Priority Deferred Projects/Future CIP Projects Now Funded by Bond Monies
- CUSMP [Comprehensive Utility Strategic Master Plan / Reese Report] (Central Region \$23,900,000 + W/WW Master Plan \$11,308,862)
- Projects from FY 2018 Charged to Bond Fund and Replenish \$25,500,000 Fund Balance

Re: Infrastructure Task Force District Outreach Meetings - Summary

The Infrastructure Task Force (ITF) conducted Outreach Meetings for neighbors to express their concerns and priorities relating to infrastructure issues at the direction of the City Commission, per the Joint Workshop held on December 6, 2017. One Outreach meeting was held in each of the four districts from 7:00 PM to 9:00 PM:

- District 1, on March 19, 2018 at the Beach Community Center
- District 2, on March 27, 2018 at Holiday Park
- District 3, on March 21, 2018 at Joseph Carter Park
- District 4, on March 22, 2018 at Hortt Park

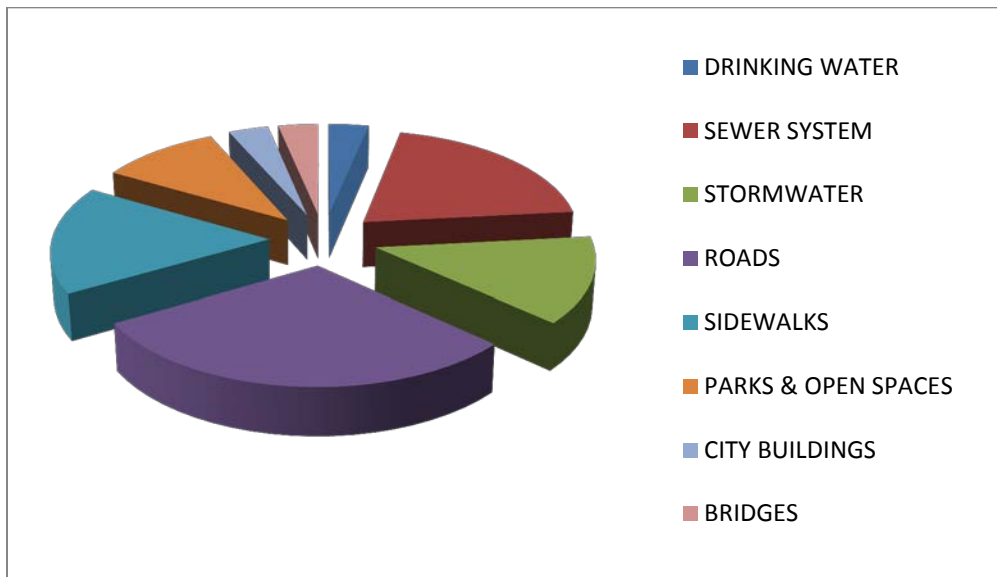
It was determined that the meetings should take place after the March 13, 2018 city elections. The topics were determined by identified issues of priority as directed by Mayor Seiler at its June 5, 2017 meeting; as well as, priorities identified by the Consent Order, Emergency Declaration and subsequent issues determined by the Board. The eight topics were:

1. Drinking water
2. Sewer System
3. Stormwater
4. Roads
5. Sidewalks
6. Parks and Open Spaces
7. City Buildings
8. Bridges

Chairperson Marilyn Mammano hosted the four meetings. Four or more board members were present at each meeting. Each neighbor attending was tasked with providing his/her top three infrastructure concerns. Percentages represent the votes given to each concern divided by the number of attendees. The top three concerns in each district are bolded.

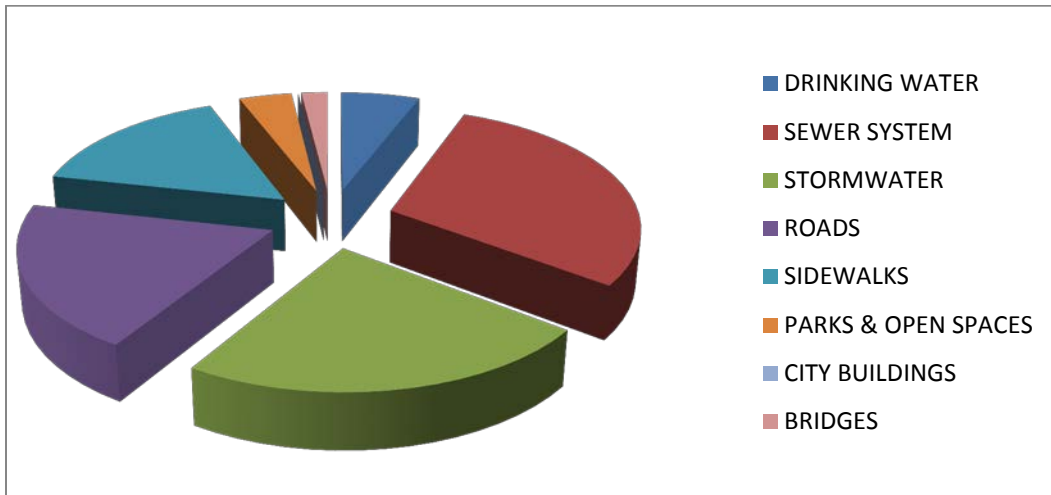
DISTRICT 1, MARCH 19, 2018

TOPICS	NO. OF DOTS
DRINKING WATER	3%
SEWER SYSTEM	20%
STORMWATER	13%
ROADS	30%
SIDEWALKS	17%
PARKS & OPEN SPACES	10%
CITY BUILDINGS	3%
BRIDGES	3%



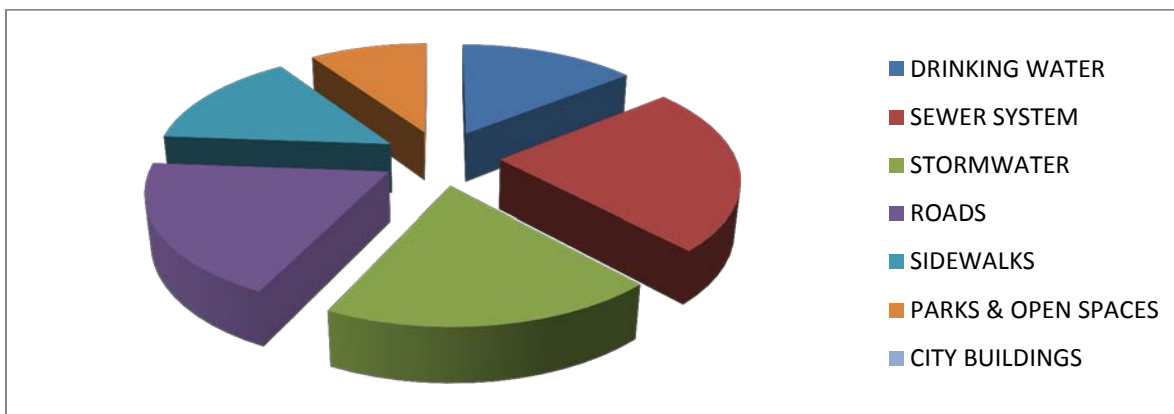
DISTRICT 2, MARCH 27, 2018 HOLIDAY PARK

TOPIC- Dots Received	
DRINKING WATER	6%
SEWER SYSTEM	29%
STORMWATER	24%
ROADS	20%
SIDEWALKS	16%
PARKS & OPEN SPACES	4%
CITY BUILDINGS	0%
BRIDGES	2%



DISTRICT 3, MARCH 21, 2018 JOSEPH CARTER PARK

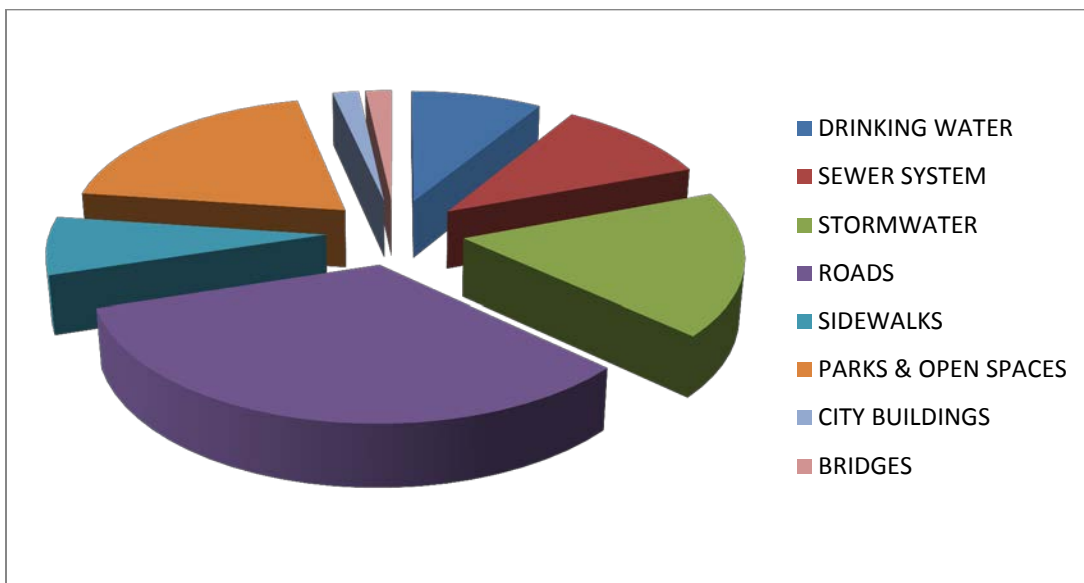
DRINKING WATER	14%
SEWER SYSTEM	24%
STORMWATER	19%
ROADS	19%
SIDEWALKS	14%
PARKS & OPEN SPACES	10%
CITY BUILDINGS	0%
BRIDGES	0%



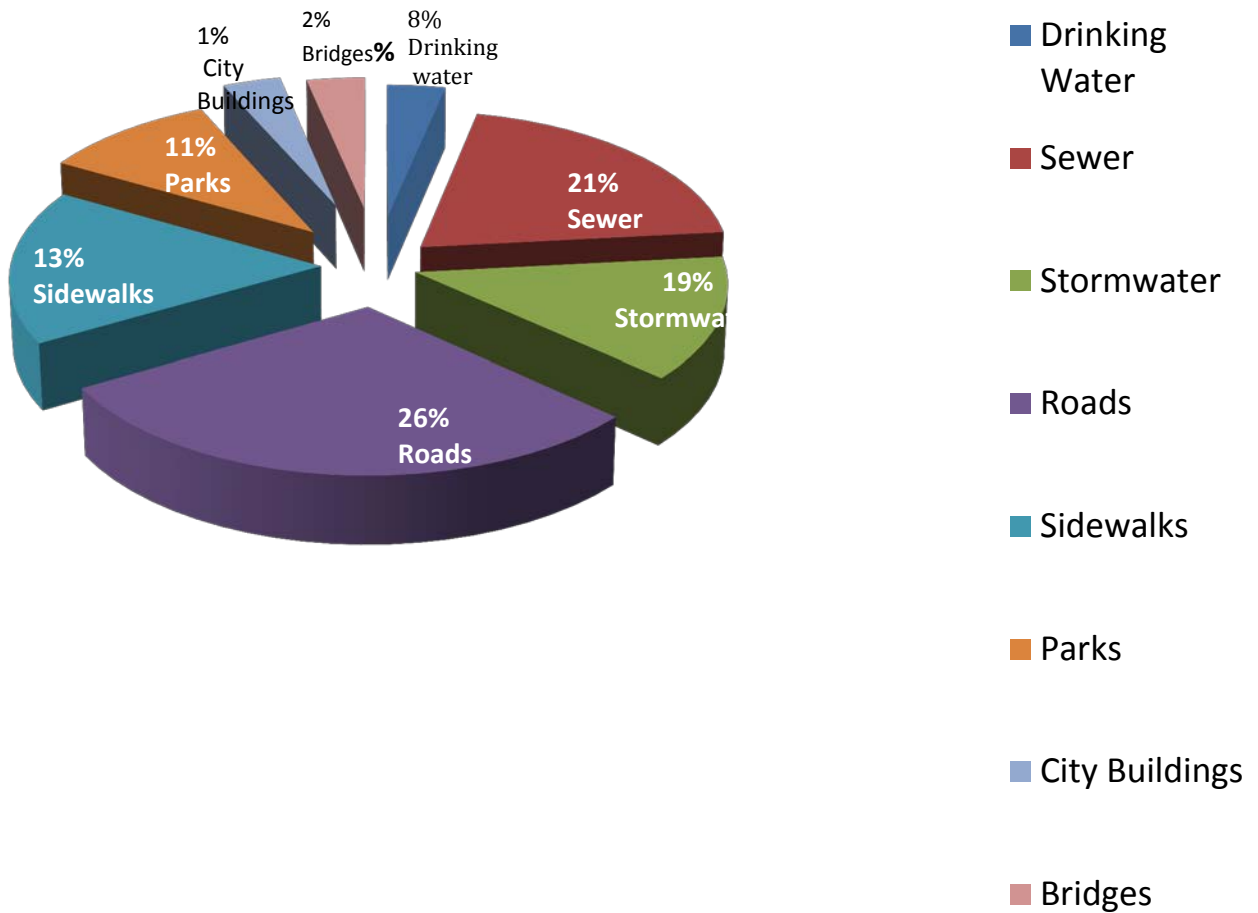
DISTRICT 4, March 22, 2018 Hortt Park

TOPIC	
DRINKING WATER	9%

SEWER SYSTEM	11%
STORMWATER	18%
ROADS	33%
SIDEWALKS	7%
PARKS & OPEN SPACES	19%
CITY BUILDINGS	2%
BRIDGES	2%



City-Wide Concerns Infrastructure Task Force Outreach Meetings



Summary of Concerns Infrastructure Task Force Outreach Meetings

A number of comments were made under the general headings listed below. There is no order of importance and several comments had multiple persons stating the same/similar concerns. The comments listed include concerns of operation or maintenance which remain outside the venue of the Infrastructure Task Force. Recordings of the meetings are available upon request

ROADS:

- "Cut through" traffic on formerly quiet residential streets
- Traffic lights not in sync several lights to get through intersections creates cut through issues to neighborhoods
- Bridge openings too slow and during peak traffic hours
- length of time MOT barriers are in place and no work being done
- tearing up the same roads too often.
- A1A too narrow for EMS vehicles
- Better coordination with County and State projects to minimize the same road under construction
- Bike lanes for and against
- Need for small shuttle type buses that run frequently
- Developers creating traffic congestion due to design of ingress/egress (Trader Joes)
- All buses have a pull out
- Roundabouts, pros and cons

SEWER:

- Smells from GTL and manholes
- Amount of sewage spilled into the waterways
- Health concerns for water sports
- Developers not paying fair share of impact fees
- Capacity of pipes from new development to plant not being taken into account
- Lifespan of pipe lining vs replacement
- Inflow/Infiltration
- Water & Sewer dollars diverted to other city matters
- 5% yearly increase in fees
- GTL in a flood zone what is the backup
- Diverting money from Water and Sewer to other City matters

STORMWATER:

- Flooding and property value

- Cost to repair and increasing fees
- Seawalls
- Climate change and sea level rise accounted for in all planning and construction
- Swales
- Rate structure of fees
- Flooding areas not part of the Master Plan (Melrose Manors)
- Sink holes -2-3 months to fix
- Maintenance schedule for storm drains
- Many cars lost to flooding – no city action (Dorsey Riverbend)
- Road by canal – needs lights on long poles to mark where street ends and canal begins when flooding.

SIDEWALKS:

- Install on heavy traffic streets in each neighborhood
- Installed, repaired, maintained by City
- Takes from swale both esthetic and drainage concerns
- Not wanted everywhere
- ADA and crosswalks insufficient on busy street (Sistrunk)
- Wider sidewalks for ADA
- Widen street vs adding or widening sidewalks
- Broken sidewalks and liability for slip and falls
- FPL has poles in middle of sidewalk
- Sidewalks cut property in half
- Sidewalks lessen swales for absorption of water
- Concern for the vulnerable citizens safety and mobility
- With 12,000 residential units in downtown, built, building and planned, sidewalks should be mandatory – people walking in the street

PARKS:

- Maintain parks don't add any new
- Pocket parks attract homeless
- Playground equipment over 30 years old
- Parks every 6 blocks
- More staff to add activities and safety
- Safety from drugs and other similar behaviors
- Contaminated - Lincoln Park and Wingate
- Park assessment ok only if money goes to parks
- Use vacant lots for pocket parks
- Environmental and equitable justice (Flagler Village vs Sistrunk)
- Fence around Riverland Park
- More pickle ball indoors
- Do not stop senior activities when school is out for children's activities - balance

DRINKING WATER:

- Testing for contaminants (Flint MI)

- Frequency of testing
- Water color
- Use of gray water plan

BRIDGES

- FEC RR bridge suggest it opens only 16 times instead of 32 by timing better
- Freight and RR use growing – would like FEC to do an APP to let boaters and traffic know when the trains will be stopping traffic or opening bridges to allow route planning

CITY BUILDINGS

- No comments

GENERAL COMMENTS

- Do a grid of needs vs. wants vs costs from high to low to determine priorities
- Moratorium for construction until sewer infrastructure is repaired
- Lining cutting the diameter of the pipe – Ralph explained about tradeoff for more coefficient flow
- Does the City look at “best practices” research what other cities are doing?
- Transparency with how money is being spent and whether it is being used for the purpose it is collected