CITY OF FORT LAUDERDALE

DRAFT

MEETING MINUTES
CITY OF FORT LAUDERDALE
INFRASTRUCTURE TASK FORCE ADVISORY COMMITTEE
MONDAY, October 4, 2021 – 2:00 P.M. TO 5:00 P.M.

February 2021-January 2022		**Attendance**	
Marilyn Mammano, Chair	P	8	0
Gerald Angeli	P	8	0
Shane Grabski (arr. 2:21)	P	8	0
Charlie Ladd (2:11-3:30)	P	6	2
Michael Marshall	P	7	1
Peter Partington	P	8	0
Jacquelyn Scott (arr. 2:21)	P	7	1
Roosevelt Walters (by phone)	P	7	1
Ralph Zeltman	P	8	0

As of this date, there are 9 appointed members to the Committee, which means 5 would constitute a quorum.

Staff
Patricia Jolly, Sr. Administrative Assistant and Board Liaison
Alan Dodd, Director of Public Works
Victor Carosi, Assistant Director of Public Works – Engineering
Omar Castellon, Chief Engineer
Kymberly Holcombe, Business Operations Manager
Diane Lichenstein, Budget Manager
Michael Dudley, Management Analyst
Raymond Nazaire, Senior Project Manager
Jamie Opperlee, Recording Secretary, Prototype, Inc.

Communication to the City Commission

Motion made by Mr. Ladd, seconded by Mr. Partington, that we understand the Commission's interest in having us to extend our term, and we would like to confirm it and to confirm specifically how long that term would be. In a roll call vote, the **motion** passed unanimously.

1. Call to Order

i. Roll Call

Chair Mammano called the meeting to order at 2:01 p.m. and roll was called.

ii. Approval of Agenda

Motion made by Mr. Zeltman, seconded by Mr. Angeli, to approve the Agenda. [The Agenda was approved by consent.]

iii. Approval of Previous Meeting Minutes August 30, 2021

Mr. Zeltman addressed the following:

- P. 12, paragraph 4: he requested that language be changed from “a helistop above a parking garage” to “the helistop vehicle at a garage”

It was also noted that Assistant Director of Public Works (Utilities) Talal Abi-Karam had recommended the following changes:

- P. 3, paragraph 5: remove the word “same” from sentence 3
- P. 6, paragraph 5: change language of sentences 2 and 3

Chair Mammano pointed out that the existing language of p.6, paragraph 5 was already consistent with the requested change, and no modification would be made.

Motion made by Mr. Partington, seconded by Mr. Zeltman, to approve. [The minutes were approved by consent.]

2. General Discussion and Comments by Committee Members

The following Item was taken out of order on the Agenda.

ii. Follow up on Joint Workshop with the Commission

Chair Mammano characterized the joint workshop between the Infrastructure Task Force Committee (ITFC) and the City Commission as excellent, as both parties were engaged and concerned. She requested input from the members on their impressions of the meeting. Mr. Partington agreed that while the meeting did not end in the outcome he had personally wanted, he was confident that the Commission is familiar with the issue of infrastructure condition. He was less confident, however, that future Commissions may be similarly well-informed.

Mr. Ladd arrived at 2:11 p.m.

Mr. Walters also felt the meeting went well, and that the Mayor and City Commissioners are moving in the right direction to carry out what the Committee has recommended. Mr. Ladd also spoke positively of the meeting, stating that he felt the Commission appreciated what the Committee is trying to do in the interest of the City. He noted that the discussion of infrastructure condition had become “bogged down.”

Mr. Angeli commented that he was surprised that it is not possible to stop a developer or builder from building due to the condition of the infrastructure, when the solution seemed to be to fix the infrastructure. Mr. Zeltman agreed, stating that the Commission had seemed to gloss over the importance of the condition of water and wastewater infrastructure. Aside from this, he felt the Commission approved of the Committee's work, and it would be up to them to determine how they wish the Committee to proceed.

Mr. Grabski and Ms. Scott arrived at 2:21 p.m. Mr. Grabski described the joint workshop with the City Commission as enlightening. Ms. Scott agreed that it had gone well, but added that the Commission may not have yet decided what the Committee will do going forward.

1. Review and comment on P3 projects

Chair Mammano recalled that City Commissioner Heather Moraitis had wanted input from the Committee on public-private partnership (P3) projects, specifically including the water treatment plant once this proposal has emerged from the quiet period. The Commissioner had specifically requested the Committee's feedback on the funding of this proposed project.

Mr. Zeltman commented that Commissioner Moraitis had seen issues occur with previous P3 projects, including one such agreement regarding Lockhart Stadium. He felt the success of P3s is predicated upon the type of agreement between parties, particularly when investors are not given the upper hand to dictate processing components. Successful P3s require careful preparation of legal agreements as well as the work of project managers and contract administrators. Chair Mammano agreed that the Committee may discuss financial aspects of P3s in the future.

i. Introduction of new Public Works Director Alan Dodd

New Public Works Director Alan Dodd introduced himself to the Committee at this time. He noted that the City's Capital Improvement Plan (CIP) is very ambitious over the next five years and will require initiative to keep its projects on schedule and within budget.

2. Engage on potential changes to the 40-year inspection

Chair Mammano recalled that this issue was raised directly by the Mayor, who had not indicated whether or not he meant to discuss only City-owned properties or all properties of this age.

Mr. Zeltman stated that the City is responsible for the inspection of its own buildings, as one government agency cannot inspect properties owned by another government agency. He noted that there are 20- and 40-year inspections of these properties, followed by subsequent inspections every 10 years afterward. The recent condominium

collapse in Surfside, Florida has made it apparent that there may be problems with these buildings' foundations and structures.

Mr. Zeltman continued that he had provided suggestions to both Broward County and the state of Florida, both of which had given him positive feedback. These included:

- Requiring inspection of buildings within the first two years after construction in order to identify any design or structural issues while the builder's liability insurance is still applicable
- Requiring five- or ten-year inspections in coastal areas rather than waiting a full 20 years before conducting the first inspection
- Undertake more intense testing to determine where issues may occur

Ms. Scott asked what improvements Staff might recommend for the 40-year building inspections. Mr. Dodd replied that this inspection applies primarily to private buildings, although the City must also adhere to these requirements. Public Works is not involved in the inspection process unless they are tasked with contracting a 40-year inspection: the Department of Sustainable Development oversees this process. He recommended that representatives of that Department be invited to attend future Committee meetings if the members wished to hear their recommendations.

Mr. Partington observed that the 40-year inspection is a Broward County requirement, and the County has a working group that is looking further into this inspection process. He proposed reaching out to that group for their minutes so the Committee can see what they have discussed. Chair Mammano suggested that a member of the working group could also be invited to address the ITFC. She felt the Committee may also be able to provide comments or recommendations to this working group. She concluded that additional guidance from the Mayor may be necessary before they take any further action.

Mr. Angeli commented that the 40-year time frame for inspections is arbitrary: the key issue is fixing a problem once it has been identified. He pointed out that there are already multiple inspections prior to issuance of a CO, but afterward, there are typically no such efforts until the required 40-year inspection unless a concern is reported. The members also discussed the City authorities to whom issues are reported when they are seen, with Mr. Ladd citing an example in which he reached out to a former Director of Public Works to advise him of a problem he had noticed. Chair Mammano observed that the City may be less responsive, however, to reports from individual citizens with whom they are less familiar. There may also be more caution in a response when the problem reported could be very expensive to fix.

3. **How to consider condition, not in the Ordinance but administratively**

Chair Mammano advised that the Committee has reached the conclusion that changes are not planned for the Ordinance; however, the City Commission seems to feel that condition should be taken into consideration in some way during the approval process.

Mr. Ladd suggested that one option could be to encourage Staff to create a report of issues that have already been identified. He cited the Victoria Park neighborhood as an example of an area where the City already knows work needs to be done. A report could be created to identify which kinds of challenges exist within various neighborhoods or districts. This would give policymakers an overview of what needs to be done and where.

Mr. Grabski cited water service taps as an example: this test is either performed by the City or by a contractor with a City inspector observing the process. Cutouts from pipes provide information about the pipes' condition. This is done whenever a tap is installed for new development.

Ms. Scott advised that she had raised the issue of condition at a recent Planning and Zoning Board meeting but had not received the information she had requested. She emphasized the importance of continuing to bring up condition of infrastructure at subsequent meetings until the City realizes that it should be a key consideration, although she acknowledged that a project cannot be approved or denied based on condition under the current Ordinance.

Chair Mammano noted that two Commissioners had indicated they use the infrastructure maps provided by consultant Hazen and Sawyer, which show the condition of infrastructure in terms of its risk of failure. She asked Mr. Dodd if it may be possible to institutionalize a form of reporting or monitoring condition so this information can be generally incorporated into the approval process.

Mr. Dodd explained that once infrastructure has been put into the ground, it is more difficult to see and/or evaluate from that point forward. The Reiss report, which provided a comprehensive utilities strategic master plan, identified high-risk areas based on empirical factors, such as the age of the infrastructure. In the future, the City hopes to move toward an asset management system including a map of existing infrastructure, how that infrastructure has been maintained, and reports of new installation, which will help identify which projects should be prioritized so the worst issues are addressed first.

Mr. Partington stated that during the joint workshop with the Commission, the City Attorney had indicated he did not want any report on condition to explicitly accompany development applications. He expressed concern that the Staff members tasked with reviewing development applications are separate from the Staff members who see reports on the risk status of existing infrastructure.

Chair Mammano asserted that while she is in favor of the asset management program, the program's success is dependent upon long-term commitment to funding and

maintaining it. She suggested that the Committee recommend the Commission see a presentation on this program each year, including any new information the program has uncovered. This would not be in connection to a specific project, but intended to provide a general understanding of the system. It would provide the Commission with information on the condition of infrastructure and show the importance of continued funding of the asset management program.

Mr. Dodd stated that the asset management program does not work unless it includes accurate data that is actively used by Staff. There is consideration of committing dedicated Staff members to running the program's software, providing reports, and supplying regular updates. This data will serve as a basis for the recommendation of specific CIP projects before the Commission.

Mr. Dodd continued that there are three employees who work full-time on issues regarding water, wastewater, and stormwater. Before every City Commission meeting, they discuss projects and capacity analysis with the Public Works Director. This information is shared to ensure it is considered in relation to future development. It provides a "science and statistics-based reason" to make recommendations to the Commission on where investments should be made.

Ms. Scott asked how close the asset management program is to completion. Mr. Castellon stated that the wastewater portion of this program is considered part of the Consent Order. Cataloguing of this infrastructure has already begun.

Chair Mammano recalled that City Commissioner Ben Sorensen had raised this issue at the workshop, asking for information on the catalogue of water system infrastructure. She asked how close the City is to beginning this program for water. Mr. Castellon replied that the deadline for the mapping of water infrastructure is consistent with the deadline for the water Consent Order in 2023.

Ms. Scott commented that the public should be able to have confidence that the City is aware of the condition of its systems. Chair Mammano noted that regular presentation of the asset management plan to the Commission would be a way to show that this is under consideration by the City.

4. Discussion of the Proposed (& subsequently approved) CIP – Office of Management & Budget

Chair Mammano recalled that Mr. Walters had asked, at a previous meeting, what is done with the funds intended for a project if that project is abandoned or completed. She referred the members to a document in their backup materials, "The Proposed FY 2022 Community Investment Plan," dated May 7, 2021. This document identifies projects taken out of the budget and what was done with the money that would have funded them, as well as projects that were included in the budget.

Assistant Budget Manager Diane Lichtenstein reviewed the document, explaining that there is a difference between unspent and available dollars. Some projects have encumbrances, which means those funds are not available for other use. Grant funds are considered new items that are added to the budget; if one of these projects is removed, these funds are struck through on the document.

Mr. Walters requested clarification of a line item addressing seawalls. Ms. Lichtenstein pointed out that funds were removed from the Seawall Maintenance line item and moved into the Seawall Restore/Replace line item. This represents a change in the type of project to be done.

Mr. Walters also asked for further clarification of where monies go when a project is cancelled and removed from the list. Chair Mammano offered the example of a project that was removed from the budget because the City received County funds for it rather than using their own dollars. Ms. Lichtenstein replied that these dollars are moved back into the fund balance, from where they can be allocated to a different project through a budget amendment. Chair Mammano added that funds can also be moved from one project directly to another by Resolution.

5. Support for the BAB on line items for capital projects in the General Funds Budget

Chair Mammano recalled that the ITFC had recommended there be a line item in the City's regular budget dedicated specifically to infrastructure. At the Commission workshop, the chair of the City's Budget Advisory Board (BAB) had explained this more clearly by suggesting that infrastructure be a line item in the City's ad valorem tax bill, along with stormwater, bonds, and other expenses. The line item would clarify how much of the taxes would go toward infrastructure costs. She had requested that the BAB chair clarify this in writing so the ITFC can discuss it and modify their previous request for a line item so it is more consistent with what the BAB has proposed.

Ms. Scott noted that the Committee is currently expected to sunset as of February 2022, and asked if it was possible this time might be extended. She pointed out that there is little use in the Committee's ongoing work if the Commission has not made a commitment to keep them going. Chair Mammano agreed that the Committee cannot realistically expand its discussions to include new topics, such as the 40-year inspection process, if they are expected to sunset in February.

Ms. Scott recommended sending a communication to the City Commission requesting that they clarify whether or not they plan to extend the life of the Committee. Chair Mammano recommended that the Committee members reach out to the Commissioners who appointed them to ask this question.

Mr. Ladd pointed out that at the joint workshop, the Commission had already indicated they would like the Committee to continue. He felt the more appropriate communication

would be to ask the Commission to confirm this decision and clarify the length of the extended term.

Motion made by Mr. Ladd, seconded by Mr. Partington, that we understand the Commission's interest in having us to extend our term, and we would like to confirm it and so confirm specifically how long that term would be. In a roll call vote, the **motion** passed unanimously.

It was clarified that this **motion** would be sent as a communication to the City Commission.

Mr. Ladd left the meeting at 3:30 p.m.

3. Public Comments (at Each Item)

4. Old Business

i. Update on proposed pilot study at Prospect Wellfield and Fiveash Water Plant

Mr. Castellon stated that there are two pilot studies: one at Prospect Wellfield and a separate study at the Fiveash Water Treatment Plant. Both studies are still with the City's Legal Department and cannot be discussed at this time. There are sections in both reports which discuss specific locations, and these must be redacted before the studies are provided for public discussion.

Mr. Zeltman requested general synopses of both studies. Mr. Castellon referred to the scope of services for each pilot study, which mention to the types of tests to be included in those studies. He concluded that the studies are expected to have been redacted and released from the Legal Department prior to the next Committee meeting.

ii. Unfunded Capital Projects – PW List

Chair Mammano requested clarification of what is included on the Public Works list of unfunded capital projects. Assistant Director of Public Works (Engineering) Victor Carosi explained that the City Commission has seen a presentation on this list of unfunded projects, which are not included on the CIP spreadsheets discussed earlier in the meeting. The Committee reviewed the list, with Mr. Castellon pointing out that while these unfunded projects are not listed with accompanying costs, these are still important projects for the City.

Mr. Carosi characterized the CIP as "a balancing act" between the amount of money that can be provided in a year and the most pressing needs for the community. At any given time, there may be new information or other changes that require the reevaluation of priorities.

iii. Bridge Master Plan

Mr. Partington asked how many of the City's bridges are rated as structurally deficient by the Florida Department of Transportation (FDOT). Mr. Carosi explained that in 2014, the City Commission contracted with a consultant to evaluate Fort Lauderdale's bridges. At present, six of the City's 53 bridges are structurally deficient, while 22 of the 53 are functionally obsolete.

Mr. Partington asked if the six structurally deficient bridges are top priorities for the City. Mr. Carosi confirmed this, noting that in addition to this City-funded 2014 study, FDOT conducts a biennial inspection of all City bridges and provides the City with the information from these inspections.

Chair Mammano asked if all six of the structurally deficient bridges are funded for repair. Mr. Carosi replied that work on the Coconut Isle bridge has been completed, while the South Ocean Drive bridge is currently funded in the Broward County surtax program. The City is applying for surtax money for the West Lake bridge as well. He did not have information on the remaining three bridges at this time.

Mr. Zeltman requested clarification of the term "structurally deficient." Mr. Carosi explained that bridges are evaluated in different categories, with structural adequacy and safety given the most weight. Other categories include serviceability and functional obsolescence. The ratings given a bridge in each category are incorporated into a formula used to determine whether a bridge should be repaired or replaced.

Mr. Partington asked if any of the six bridges currently have weight restrictions. He asserted that if this is the case, it should make the restricted bridges a priority, as it is nearly impossible to enforce weight restrictions. Mr. Zeltman advised that the structural deterioration of some bridges means that they are no longer capable of bearing their intended weight limit, which means the limit may be reduced or truck traffic may be restricted from using them.

Mr. Carosi stated that Staff has not brought any load reduction ratings to his attention, so he could not directly answer Mr. Partington's question. Raymond Nazaire, Senior Project Manager, clarified that there are no load reduction ratings for these bridges. A load rating analysis is performed every two years, which is how the weight limits posted on bridges are determined.

Mr. Partington noted that if there are weight restrictions on certain bridges, some construction vehicles will inevitably exceed this restriction. Mr. Carosi noted that the City's annual budget includes funding for bridge repairs and contracts are assigned for annual bridge maintenance, so the City can respond to needs that arise throughout the year, based upon inspections. This line item is part of the operating budget.

Mr. Carosi continued that the report prepared in 2014 broke down the types of bridge repairs into different categories and projected a schedule for these repairs/replacements. This schedule is still being followed, to the extent that it is practical, with funds that become available.

Mr. Zeltman asked if this prioritization took the effects of climate change, such as rising water levels, into account when a bridge must be replaced. Mr. Carosi acknowledged that this is a challenge. The City tries to increase the height of bridges when feasible.

Chair Mammano noted that the documents provided state that between 2014 and 2019, the City spent approximately $4 million on repair and replacement of bridges. She asked if repair and replacement could be separated. Mr. Carosi confirmed that this can be clarified in the future. He emphasized the dynamic nature of budgeting as new needs arise.

Mr. Carosi continued that a chart showing projects planned from 2032 to 2036 included replacement of the Castle Harbor Isle and NE 41st Street bridges. At present, the Castle Harbor Isle bridge has a lane restriction due to a structural deficiency, which resulted in its being designed for replacement rather than repair. He pointed out that while charts represent snapshots of facilities in time, Staff constantly reevaluates and reexamines these reports. Chair Mammano requested that these charts be updated and brought back to a subsequent meeting.

5. New Business

i. Sidewalk Program

6. Public Works Update

i. Water & Sewer Breaks 2021 w/Mapping

ii. CIP Financial Report

iii. Impact Fees – Usage

Chair Mammano recommended that in the interest of time, Items 5 and 6 be deferred to the next scheduled meeting. The Committee agreed to this by consensus.

7. Adjournment

There being no further business to come before the Committee at this time, the meeting was adjourned at 4:01 p.m.

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

[Minutes prepared by K. McGuire, Prototype, Inc.]

CITY OF FORT LAUDERDALE

DRAFT
MEETING MINUTES
CITY OF FORT LAUDERDALE
INFRASTRUCTURE TASK FORCE ADVISORY COMMITTEE
MONDAY, NOVEMBER 1, 2021 – 2:00 P.M. TO 5:00 P.M.

February 2021-January 2022		**Attendance**	
Marilyn Mammano, Chair (dep 3:28)	P	9	0
Gerald Angeli	P	9	0
Shane Grabski	P	9	0
Charlie Ladd	P	7	2
Michael Marshall	P	8	1
Peter Partington	P	9	0
Jacquelyn Scott	A	7	2
Roosevelt Walters	P	8	1
Ralph Zeltman	P	9	0

As of this date, there are 9 appointed members to the Committee, which means 5 would constitute a quorum.

Staff
Seemee Callier, Senior Administrative Assistant and Board Liaison
Patricia Jolly, Senior Administrative Assistant and Board Liaison
Alan Dodd, Director of Public Works
Victor Carosi, Assistant Director of Public Works – Engineering
Dr. Nancy Gassman, Assistant Director of Public Works – Sustainability
Vincent Morello, Assistant Director of Public Works – Engineering
Omar Castellon, Chief Engineer
Jill Prizlee, Chief Engineer
Igor Vassiliev, Project Manager II
Linda Short, Deputy Director of Finance
Kymberly Holcombe, Business Operations Manager
Jamie Opperlee, Recording Secretary, Prototype, Inc.

Communication to the City Commission

None.

1. Call to Order

i. Roll Call

Chair Mammano called the meeting to order at 2:00 p.m. and roll was called.

Chair Mammano requested that Mr. Partington serve as Acting Chair (A/Chair) of today's meeting, as she would need to leave the meeting early. The Committee agreed with this by unanimous consensus.

ii. Approval of Agenda

Motion made by Mr. Walters, seconded by Mr. Angeli, to approve as written. In a voice vote, the **motion** passed unanimously.

iii. Approval of Previous Meeting Minutes October 4, 2021

Mr. Zeltman advised that he had sent an email to the full Committee, observing the requirements of the Sunshine Law, regarding a brief discussion of storm drains during the October 4, 2021 meeting. He asserted that this was a very important item, as he has encouraged the City for many years to convert this infrastructure to a system of exfiltration tanks for stormwater drainage, and he wished the discussion of his concerns with stormwater drainage to be included in the minutes.

A/Chair Partington suggested the inclusion of the following language on p.6: "Mr. Zeltman raised the issue of the stormwater drainage for [the] Imperial Point neighborhood, which is holding tanks, and informed the Committee that these should be retrofitted with slotted pipes for exfiltration. Mr. Castellon informed the Committee that slotted pipes were currently being installed in the Rio Vista neighborhood."

Motion made by Mr. Walters, seconded by Mr. Zeltman, to add that to the minutes. In a voice vote, the **motion** passed unanimously.

Motion made by Mr. Walters, seconded by Mr. Grabski, to accept the minutes with the correction. In a voice vote, the **motion** passed unanimously.

2. General Discussion and Comments by Committee Members

Chair Mammano asked if the members had listened to the most recent City Commission meeting, where the Committee's communication from the October 4, 2021 minutes was discussed. The Commission's response to the communication had not been clear. Mr. Partington noted that the Commissioners had seemed to be in agreement to have the Infrastructure Task Force Committee (ITFC) continue, as they recognized the value of its work.

Chair Mammano suggested that the City Manager be invited to attend the Committee's December 2021 meeting to advise them on the progress of a new Ordinance that would allow the continuation of the Committee in some advisory capacity. If this is discussed at the December meeting, it would allow the City Manager sufficient time to place the proposed Ordinance on the City Commission's Agenda in January 2022, at which time it could be voted upon before the Committee's scheduled sunset date of February.

A/Chair Partington recommended asking the City Manager how he would like the Committee to continue beyond February 2022. Public Works Director Alan Dodd advised that a Resolution to extend the ITFAC is under development. There may be changes to the structure and/or time frame of the advisory body according to the wishes of the Commission.

3. Public Comments (at Each Item)

4. Old Business

i. Continue Discussion about the Joint Workshop and Communication to the Commission

A/Chair Partington noted that the Committee members had received, in their backup materials, documentation relating to the proposed development of a hotel on the Fort Lauderdale Beach. Chair Mammano explained that this documentation includes the most recent letter produced as part of the development review process, which she characterized as a significant improvement over the previous letter. The letter clearly reflects, however, that only infrastructure capacity is addressed, and its condition is not included.

Chair Mammano asked if Staff looks beyond the immediate impact of a development on the capacity of infrastructure, or if they follow the path of wastewater effluent all the way to its treatment plant to determine if any segments of this path and/or pump stations along the way are at high risk of failure or are struggling to maintain efficiency.

A/Chair Partington stated that it was clear to him that the City Attorney does not want discussion of condition to explicitly address any single development application. Chair Mammano also recalled that the City Attorney's Office has been adamant about this specific issue in the past; however, she emphasized that it is important to clarify to the City Commission that approving some developments may place additional stress on the system.

Project Manager II Igor Vassiliev explained that the capacity letters focus only on the capacity of infrastructure. While condition is taken into account, this is a separate issue from capacity, as any issues with the condition of infrastructure are internal and related to maintenance. Condition issues have nothing to do with a developer proposing a project, as that developer is not responsible for the infrastructure's condition. Staff instead focuses on items for which the developer would be responsible, which are related to capacity.

Mr. Vassiliev continued that transmission systems are analyzed up to and including pump stations. He further clarified that when a project adds to the wastewater flow, this does not place significant stress on pipes further down the line, as the addition of

effluent will only add a few minutes of pumping time to the station with no added pressure or increase in flow rate.

Mr. Zeltman expressed concern that the amount of flow coming into the George T. Lohmeyer Water Treatment Plant has increased by approximately 30%, which reflects a 30% increase in run time. This would have a significant and detrimental impact on the pipes, as sand remains in the system and continues to erode pipes from the inside. He asked if the City is continuing to be aggressive in the repair and replacement of sanitary sewer gravity mains, some of which still have breaks and allow groundwater and sand to intrude into the pipes. This intrusion would eventually be carried through force mains and into the treatment plant.

Mr. Vassiliev advised that for the particular project mentioned in the Committee's backup materials, roughly 24 minutes of pumping time per day would be added to the existing system. He characterized this as a relatively small increase.

Chair Mammano explained that the Committee has tried for some time to identify a methodology, absent any changes to the Ordinance, by which they may bring to the Commission's attention the potential impact of increased capacity on an area of infrastructure farther down the line that needs repair or replacement. Her intent was to determine whether Staff has looked at the potential impacts of additional effluent on its way to the treatment plant, where it may pass through at-risk areas of the wastewater system.

Mr. Vassiliev stated that Staff traces the path of wastewater from the proposed development through gravity pipes to the pump station, which pumps it to the treatment plant. He advised that they consider this entire path and address any issues along this path in the letters provided.

Mr. Ladd recalled that in an earlier discussion, it was stated that an increase in flow may actually improve the transmission of effluent, as this would reduce the abrasion of any sand in the system on the pipes. Mr. Dodd explained that the amount of flow is a product of the pressure and velocity inside the pipes. Pressure remains relatively constant coming from the pump station; however, the velocity is subject to change. As product moves faster through the pipes, there is less settling of sand particles on the bottom of the pipe, lessening abrasion from inside.

Mr. Dodd continued that in instances of heavy rainfall, the volume of product moving through pipes may peak due to increased velocity. The system is designed to absorb these short peak flows.

A/Chair Partington recalled that at the October 4 meeting, Mr. Ladd had proposed that Staff periodically generate a report of condition issues that have been identified. This would be an alternative means of keeping condition at the forefront of the Commission's attention, as it would include a regularly updated report of all work that has been done

and the most recent knowledge of infrastructure condition. Mr. Walters agreed that this could be a potential solution.

Mr. Ladd asked if it would be possible to compile a “top ten” list from the information provided in the Hazen and Sawyer consultant report as well as progress updates from various projects. This list could focus on the ten worst remaining areas in the system. Mr. Dodd advised that this information is captured in the Utilities Strategic Master Plan, which identifies the pipes at greatest risk within the force main system.

A/Chair Partington continued that the Committee is requesting regular updates on the current state of infrastructure condition. He felt a regular report of this nature to the City Commission would be useful, even if there have been no changes in the priority of concerns. He also felt this information must be kept at the forefront of the Commission’s attention in order to ensure that future Commissions are informed of the state of infrastructure. Mr. Ladd suggested that an abbreviated report could be provided on a quarterly basis to ensure the Commission is aware of the greatest problem areas.

Chair Mammano recalled that there was also previous discussion of adapting the Asset Management Plan, which provides ongoing review of the condition of the City’s infrastructure, into a regular report format. Without ensuring that the Commission sees this information, she did not feel that the Committee would be fulfilling its responsibilities.

Mr. Dodd advised that many of the priorities to which the Committee was referring are captured in the City’s Capital Improvement Program (CIP), which identifies these priorities. It includes projects which are not yet fully funded but need to be. A/Chair Partington did not agree, stating that another level of reporting seemed to be necessary, as the CIP was not sufficient in and of itself in the past.

The following Item was taken out of order on the Agenda.

6. Public Works Update

ii. CIP Financial Report

1. Unfunded Balance Account

Deputy Director of Finance Linda Short stated that Chair Mammano had contacted her to request information on the balance remaining in the CIP fund for projects that have been administratively closed. In the past, projects were closed out when their funding came online: if any balance remained, the Finance Department administratively returned those monies to the Fund Balance.

Approximately two years ago, this process was changed. Projects are no longer closed administratively: they are closed only through the budget process. If a project is closed

administratively, it involves an amount of less than $1000. These are projects that are substantially complete with small amounts remaining.

In 2021, roughly 18 to 19 projects with very small amounts of funding left over were closed out administratively for a total of approximately $1800. Every project funded through the CIP is closed out through the CIP process, which means the funds are de-appropriated and then re-appropriated to a current or future project.

Chair Mammano asked if this means there is no longer an “unfunded balance fund” in which leftover dollars are retained, as any remaining funds from closed-out projects are reallocated. Ms. Short explained that when a project is closed out through the budget process, this is a dollar-for-dollar allocation from the closed-out project to the project for which these funds are re-appropriated. Only the small remaining amounts are now returned to the Fund Balance.

A/Chair Partington asked if the budget amendments that often appear on City Commission Agendas are part of this reallocation process. Ms. Short confirmed this.

The Committee returned to its discussion of Item 4.i, with Mr. Dodd noting that a memorandum listing top infrastructure priorities could be easily compiled, focusing on force mains and other items that need to be replaced. The memorandum could also show the funding that is aligned with these priorities. He felt this could provide the Committee with greater clarity of what Staff is currently working on as well as what they see as future priorities in high-risk areas.

Chair Mammano suggested that this memorandum be accompanied by a report in narrative form, describing the priorities in the CIP. The narrative would also include a summary of the progress the City is making toward resolving some of the major issues.

Mr. Walters asked how items would be selected for the top 10 list. Mr. Dodd replied that much of this information comes from the Operations Division, which maintains the system on a regular basis. This Division knows where issues exist and monitors sensors to obtain information on problems such as leaking valves and other indicators. If a piece of infrastructure breaks and needs to be prioritized, there is a discussion with the Operations Division, as well as with other engineers and a number of advising consultants.

A/Chair Partington also referred to the approach proposed by the chair of the City’s Budget Advisory Board (BAB). Chair Mammano stated that she had sent several communications to the chair of that board, requesting a more thorough explanation of the approach that board is taking to the future funding of infrastructure. They had requested a line item reflecting the ad valorem tax amount for infrastructure.

Mr. Marshall advised that he had attended the most recent BAB meeting, where that board’s chair had informed its members that the City Attorney’s Office had indicated

they would be unable to take this proposed approach. Chair Mammano added that this proposal had addressed the issue of whether or not a budget should specifically address infrastructure. She was disappointed that the BAB would not be permitted to explore this issue more aggressively.

Boyd Corbin, member of the public, asserted that the City pipes that failed, resulting in a major sewage spill, had done so due to sand abrasion on the bottoms of the pipes. This sand had intruded into the pipes through inflow and infiltration (I&I), which has not been properly addressed. This means sand remains in the force main and can damage the new pipes that have been recently installed. He continued that the new pipes are constructed from plastic, which will not hold up to the ongoing sand abrasion.

A/Chair Partington requested that Mr. Corbin focus his comments on the issues of condition and funding of infrastructure, which had been the topic of discussion.

Mr. Corbin stated that the City needs to address the sewer pipes that allow sand and rainwater into the lines. He felt ceramic epoxy-lined iron pipes should have been used instead of plastic. He concluded that the City should address the I&I problem as soon as possible, even if this means taxes must be raised.

Mr. Walters requested clarification of the source of Mr. Corbin's information. Mr. Corbin replied that his information was based on fact but did not cite sources.

ii. Update on proposed pilot study at Prospect Wellfield and Fiveash Water Plant

A/Chair Partington noted that the Committee now has two reports from different consultants, including the Reiss report to which they have previously referred, on this topic. Chief Engineer Omar Castellon stated that the most recent wellfield report, from a different consultant, has three phases. The first phase includes historical data analysis of water in the aquifer, followed by phase 2, which examines each well and makes recommendations. The third phase will involve further action, such as cleaning or purging the wells.

A/Chair Partington commented that the conclusion he reached from this information was that none of the current wells provide a source of water without some discoloration. Mr. Castellon confirmed that some wells are better than others.

Mr. Castellon reiterated that the City is currently in the second phase of this report, which includes placing cameras in each well to investigate what is going on inside them. This is intended to determine whether or not a given well is contaminated with bacteria, which can contribute to discoloration. Mr. Zeltman added that this phase would also show whether or not the production area of each well has collapsed, or if there is intrusion that can affect color.

Mr. Castellon advised that all three phases have already been approved by the City Commission. A task order will be written once the second phase has concluded.

A/Chair Partington asked how information from these phases will be reported to the Commission. Mr. Castellon replied that the final findings will be reported.

Chair Mammano noted that unless issues that can be solved are identified in the wells, water quality is not likely to improve. Mr. Castellon stated that this can be answered once phase 2 has been completed. It is possible that conditions can be improved in some of the wells.

Chair Mammano requested an estimate of the cost of any recommendations that may result from the three phases of the study. Mr. Castellon again advised that this will not be known until the three phases are complete.

A/Chair Partington observed that the wellfield report concludes that source water from the wellfield is not available with the desired color. The Reiss report makes specific process recommendations for the Fiveash Water Treatment Plant and provides cost estimates for two options. Chair Mammano noted that the wellfield evaluation considers how the water coming from the wells may be improved; then, given the condition of that water, there are further suggestions of what can be done to remove some of the discoloration. Mr. Castellon confirmed this.

Chair Mammano continued that the Reiss report, also known as the pilot study, addresses what can be done at present regarding the water. This is what is intended to be discussed under the Agenda Item. She stated that the Reiss report includes a technical memorandum which makes a number of recommendations.

Mr. Castellon noted that it would cost $171 million to retrofit the existing Fiveash facility to remove discoloration. This would be in addition to the existing $22 million each year in operating costs. There is a second and more expensive option, nanofiltration, which would result in removal of even more color from the water. Chair Mammano asserted that the public would likely be shocked to learn of the cost of color removal from water, and that $171 million would be a significant cost to improve a plant which may be replaced in the next few years.

Dr. Nancy Gassman, Assistant Director of Public Works (Sustainability), clarified that the water is already clean: the difference made by these systems would result in less discoloration of the water. Mr. Castellon added that the estimated costs would apply to an output of roughly 45 million gallons per day: if this amount is increased over time, the cost of addressing discoloration would also increase.

A/Chair Partington asked if the proposed improvement would increase the useful life of the Fiveash plant. Mr. Castellon replied that it would not increase the life of any of the existing equipment and confirmed that Staff recognizes the need for a new facility.

Mr. Dodd stated that treatment of discoloration will need to be part of the larger discussion of replacing the Fiveash plant. This is part of the reason why discussion of a new plant versus rehabilitation of the existing plant is so significant.

Mr. Walters asked what the result would be if nothing is done. Mr. Castellon replied that the useful life of the Fiveash plant has been determined to be functionally complete, although improvements are being made to keep it operational. Mr. Dodd added that doing nothing is not an option, as the facility is likely to fail in that case. Additional funds will be necessary to maintain the existing plant until a new one comes online.

Mr. Zeltman commented that it is unfortunate a new plant could not be built on some of the existing acreage of the Fiveash plant site, as the plant itself occupies only four to five acres of the full 23-acre parcel. If a new facility could be built there while the existing facility continues to operate, it might be simpler to transition from the old plant to the new one. Mr. Castellon pointed out that membranes on the existing site may not work for the requirements of a new plant.

Mr. Walters asked if everything recommended under the $171 million improvement option is necessary. Mr. Castellon replied that this was the finding of the Reiss report. The same applies to the nanofiltration option.

Chair Mammano asked if it is guaranteed that the system used by the new plant will address discoloration of water. Mr. Castellon confirmed that the new plant will take care of this issue.

A/Chair Partington asked if it is known which system the new plant will use. Mr. Castellon explained that there are different options, which were recommended in the Carollo consultants' report. The proposed options include nanofiltration, remineralization of water, and ion exchange.

Chair Mammano commented that her understanding was that the public-private partnership (P3) option refers to an agreement with the entity that will design, build, and operate the new plant. Mr. Dodd added that the City has received four proposals from interested parties. The City Commission has approved the hiring of financial consultant Ernst and Young to evaluate these proposals and determine if any of the four were acceptable.

A/Chair Partington asked what input Staff has on the water treatment processes proposed by the various parties seeking a P3. Mr. Castellon advised that Staff is aware of the technologies being proposed and has received a recommendation from consultant Carollo. The Commission has reviewed the Carollo report but has not yet accepted its recommendation. When a full analysis is brought before the Commission, they will evaluate it and make a decision.

Chair Mammano expressed concern that, should the City not make a significant investment to upgrade the Fiveash plant before its replacement, residents will have no choice but to continue to tolerate discolored water. Mr. Castellon confirmed this.

A/Chair Partington asked when the public will be able to see the P3 proposals. Mr. Dodd replied that he did not know the timeline for the City Manager's and City Attorney's evaluations of these proposals. Both parties have expressed intent to complete their review of the proposals within "a few months."

Chair Mammano asked if Ernst and Young will review the P3 proposals before or after they have been made public. Mr. Dodd advised that this would be before the public has seen the proposals. He did not have the scope of work issued to these consultants on hand but noted that this scope will include everything the consultants will review. Chair Mammano requested that this scope be distributed to the Committee members so they may review and more clearly understand what Ernst and Young will be tasked with, noting that the Commission had asked for the Committee's input on the financial aspects of a P3.

A/Chair Partington recalled that the Committee has already indicated that they do not recommend private ownership of a water treatment facility. Chair Mammano suggested that the Committee's communication to this effect should be re-sent to the Commission, noting that it stated the City should investigate P3s but should not cede control of the asset, water, rates, or water quality.

Chair Mammano left the meeting at 3:38 p.m.

Boyd Corbin, member of the public, addressed the $171 million cost associated with improvements to the existing Fiveash plant, stating that these funds would be used in lieu of building a new facility. He continued that there are discrepancies between the Carollo report and the Reiss report, including differences regarding bromide levels and bio-filters.

Mr. Corbin stated that the use of ozone would remove 90% of the discoloration from water. He also commented that "color is dirt," which means removal of discoloration lessens the need for disinfectant products.

Mr. Corbin continued that he did not feel the City could rely on the Carollo report without also considering the Reiss pilot study. He noted that the four P3 proposals were submitted prior to the release of the pilot study, and questioned the expense of hiring Ernst and Young to review these unsolicited bids in the absence of the Reiss study results. He also expressed concern with the testing and safety of City water.

A/Chair Partington asked if Staff is certain that the process for treating water has definitely been established at this point. Mr. Castellon noted that different proposals offer different treatment configurations, which must be analyzed. A/Chair Partington

noted that the City Commission has accepted the finding of the Carollo report, and appears to be inclined toward that recommended process, although no final decision has been made thus far.

Mr. Walters requested that Staff address the $171 million cost of repairing the existing Fiveash plant. A/Chair Partington pointed out that some parts of the existing plant may only be useful for another few years: if the intent was to continue using that facility for a significantly longer time, the $171 million would not be the total cost required to keep it running.

Mr. Walters observed that the City is currently accepting bids associated with construction of a new plant, and the $171 million is the cost associated with upgrading the existing Fiveash plant to address discoloration until a new plant comes online. A/Chair Partington noted that while Mr. Corbin's assertion was that $171 million would extend the life of the existing plant indefinitely, Staff did not agree.

Mr. Castellon advised that the entities submitting P3 proposals are considering water quality requirements. They may have chosen to suggest the water quality options included in the Carollo report, or instead may submit their own proposals.

Mr. Zeltman suggested that Staff review both the Carollo report and the Reiss pilot study and consider the options of upgrading the existing Fiveash or building a new plant on the Prospect Wellfield.

A/Chair Partington reiterated that the Committee's communication to the City Commission from several months ago, relating to their recommendations for P3s, be placed on the next Agenda.

iii. Unfunded Capital Projects – PW List

A/Chair Partington recalled that the Committee had discussed a "wish list" of the City Commission, with estimated costs attached. There was no additional discussion on this Item.

iv. Bridge Master Plan

i. Funding for repairs versus replacement (updated chart)

Victor Carosi, Assistant Director of Public Works (Engineering), recalled that at the October Committee meeting, Staff presented its Bridge Infrastructure Plan and discussed the number of bridges being managed for repairs. There were questions regarding the prioritization of bridges, as well as requests to clarify terminology.

Mr. Carosi advised that if a bridge is structurally deficient, this means there are elements of the structure that, when examined by professionals, are found to be in need of treatment or repairs. It does not suggest that the bridge is in danger of imminent

collapse. There are six bridges with this designation in Fort Lauderdale. Different repairs are pending for these bridges over a number of years, as structural deficiency does not necessarily require immediate repairs.

Mr. Carosi continued that repairs are made on an as-needed basis to increase the bridges' useful lives or address immediate concerns. He also noted that if there are Code changes, what may have been previously acceptable for a structure now requires improvement.

A/Chair Partington commented that he would like to see Fort Lauderdale achieve a state in which there are zero bridges rated structurally deficient. Mr. Carosi stated that the Florida Department of Transportation (FDOT) has an inspection program that requires full examination of all bridges every two years. The City is provided with reports on their condition, which serve as the basis for any action they might take. He noted that they are moving quickly to make repairs to the Westlake Bridge and Castle Harbor Bridge due to areas of concern identified in these inspections.

A/Chair Partington asserted that he was concerned with a number of bridges that have been brought forward for repairs, such as the 1st Street Bridge. Mr. Carosi advised that repairs have already been made to this bridge and it is pending before FDOT for reevaluation of its structural rating. The SW 7th Street Bridge has been internally scheduled for repairs as part of the 2024-2028 CIP, as reports indicate these repairs can be pushed into the future.

Mr. Zeltman asked if any bridges have been determined to be structurally weakened to a point that requires limiting the weight that may cross them. Mr. Carosi replied that load ratings have been reduced on bridges based upon their conditions; in some instances, a lane may be closed on a bridge as a result of inspection. He emphasized that the Bridge Master Plan is very proactive.

v. Sidewalk Master Plan

Chief Engineer Jill Prizlee explained that the Sidewalk Master Plan includes City Commission priorities for making roads, sidewalks, and trails safer and more walkable. In 2014, the City hired a consultant to inspect all of its sidewalks and develop a matrix based on the severity of need and the total cost of funding repairs. A dedicated project manager, an engineering inspector, and an administrative employee are assigned to sidewalk infrastructure.

The 2014 report oversaw the inspection of 425 miles of sidewalk and identification of over 29,000 locations. The total cost of repairs was estimated at just over $15 million in 2014 dollars, which has increased to approximately $25 million in current dollar value.

Section 25-26 of Code includes the Sidewalk Ordinance, which was updated in 2020. Until that time, it was the duty of the property owner adjacent to the sidewalk to maintain

that section of sidewalk if so directed by the City Commission. The update modified this so the property owner is asked to notify the City of their damaged sidewalk. An engineering inspector visits that site to determine if repairs are the City's responsibility, which is the case roughly 99% of the time unless the property owner is responsible for some of the damage.

Depending upon the side of the sidewalk in which a tree is located, the City may or may not be responsible for repairs. If a tree is in the swale, for example, the City must make repairs; if the homeowner plants a tree on their property beside the sidewalk, however, repairs may be their responsibility depending upon its proximity.

Ms. Prizlee continued that the City has a sidewalk program and procedure, which includes three ways through which an individual may initiate a sidewalk damage complaint:

- A phone number advertised throughout City resources: (954) 828-8000
- A Lauderdale app through which a damaged location may be reported
- Email to the City at Customer Service

Complaints are routed to Public Works/Engineering, which assigns the complaint to an individual for further research. The site is inspected to determine responsibility. Once the complaint has been addressed, it is closed out and the results are reported to the customer.

For every $1 million annually appropriated to the City's sidewalk budget, they can repair three miles of sidewalk. In 2020, with significantly reduced funding due to the COVID-19 shortfall, they were able to repair only 0.05 mile, which was determined by City Commission priorities, including heavily trafficked areas, City-owned properties, and the Downtown and Fort Lauderdale Beach areas. Over five years, the City has appropriated over $3.1 million and repaired 9.4 miles of sidewalk.

A/Chair Partington commented that this related to the Committee's earlier discussion of a dedicated funding source for infrastructure in the budget. Without such a source, a financial crisis, such as the one caused by the COVID-19 pandemic, will likely result in reduced funding for programs such as sidewalk repairs.

Mr. Grabski asked if the City is considering the implementation of ramps and other means of compliance with Americans with Disabilities Act (ADA) improvements. Ms. Prizlee replied that ramp locations have been identified. The City relies on community input to inform them of any features that may constitute a hazard. When the City is paving roadways, they also upgrade nearby sidewalk infrastructure in the subject area.

At present, 60% of repairs remain on the City's list. An inspection team visits these sites between projects and provides updates to Staff, as it is very costly to have a consultant revisit these sites. The City will need to budget for another comprehensive report over the next few years, as there have been more issues identified than can be fixed.

5. New Business

i. Improvements on 40-year inspection process

This Item was deferred. A/Chair Partington recalled that the City Commission had recently received a report from Broward County's working group on this topic and requested that this report be included in the Committee's backup materials for the next meeting.

6. Public Works Update

vi. Water & Sewer Breaks Report 2021 w/Mapping

It was noted that only one break occurred in October 2021, which affected a force main on N Federal Highway.

iii. Impact Fees – Usage

A/Chair Partington commented that the funds collected through impact fees have been budgeted for various purposes, including a new pump station and the projected C-51 reservoir, among other items. He noted that the impact fee amounts are not very large sums of money, although it is useful to see the amounts collected and how they will be used.

Mr. Walters asked where the collected impact fees are listed. Kymberly Holcombe, Business Operations Manager, explained that as these fees are collected, they are replaced into specific accounts for water or sewer expansion fees, which address expansion projects.

A/Chair Partington requested clarification of the party responsible for appropriating these monies. Ms. Holcombe advised that funds from the water expansion account have been allocated to and budgeted for the C-51 reservoir project, while funds from the sewer expansion account have been budgeted to a new pump station in Flagler Village. These allocations are determined by the Director and his executive team, who examine the eligible projects in need of expansion and decide if the budgeted amount is sufficient for one project or more. These monies may only be used for projects that expand the system. As the CIP is requested each year, dollars from these funds are allocated to specific eligible projects.

7. Adjournment

There being no further business to come before the Committee at this time, the meeting was adjourned at 4:32 p.m.

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

[Minutes prepared by K. McGuire, Prototype, Inc.]

City Clerk Presentation

Guide for Members of Boards and Committees



CITY OF FORT LAUDERDALE

Published: January 2021

TABLE OF CONTENTS

I. Introduction 1

Board/Committee Structure (Chart)
Board/Committee Process and Support (Chart)

II. City of Fort Lauderdale Structure 4

What is a city?
City charter
Commission/manager form of government
Role of mayor and commissioners
Role of city manager
Role of city clerk

III. Boards and Committees 5

Structure 5-6
- What is an advisory board?
- Purpose of boards and committees
- Creation of boards and committees
- Difference between boards and committees
- Quasi-judicial boards

Serving on boards and committees 6-7
- Who is eligible to be a board or committee member?
- How long can a person serve on a board or committee?
- What is the term of office?
- Can a board or committee create a subcommittee?

Staff liaisons 7-10
- Role and duties of the staff liaison
- Supervision of the staff liaison
- Workload of the staff liaison

IV. Meetings 10

Structure 10-13
- What is a meeting?
- Quorums
- Canceling a meeting
- Frequency of meetings
- Absences
- Role of chair and vice chair
- Election and term of chair and vice chair

IV. Meetings (continued)

Laws, regulations and policies 14-20
What is Florida Government-in-the-Sunshine Law?
Sunshine meeting
Communication between board or committee members (including email)
Open to the public
Guidelines for public participation in a meeting
Televising meetings
Physical needs of a meeting place
Off-site meetings
Public notice
Minutes

Rules for conducting a meeting 21-32
Meeting agenda
Conducting business
Communications to City Commission
Duties of chair and vice chair
Appointing a chair pro tem if the chair or vice chair is absent
Handling an item of business on the agenda
Motions
Voting, abstaining from voting, conflict of interest
Order and decorum
Adopting rules of conduct

V. Responsibilities Outside of a Meeting 32-37
Rules and regulations
A board or committee member as a public officer
Conflict of interest
Dual office holding
Public records
Gifts
Financial disclosure
Lobbying

VI. Indemnification and Insurance 37

VII. Penalties 37

Appendixes 38-68

A. How to Conduct a Meeting / Motions 38-40
B. Glossary of Parliamentary and Meeting Terms 41-47
C. Sample Forms Used in Making and Handling Motions 48-54
D. Limited Financial Disclosure (Form 1) 55-56
E. Final Statement of Financial Interests (Form 1F) 57-58
F. Memorandum of Voting Conflict (Form 8B) 59-60
G. Absence Letter Template 61
H. Annual Information Update Form 62
I. Telephonic Resolution 20-214 63

I. INTRODUCTION

Purpose

Welcome to the City of Fort Lauderdale Better Meetings Academy Handbook. This publication is designed to inform and educate city board and committee members about their roles and responsibilities, the Florida Sunshine Law and how to properly conduct meetings.

Following the procedures and requirements outlined in the pages that follow will enable boards and committees to conduct themselves in accordance with the laws of the State of Florida and the policies and procedures established by the City of Fort Lauderdale.

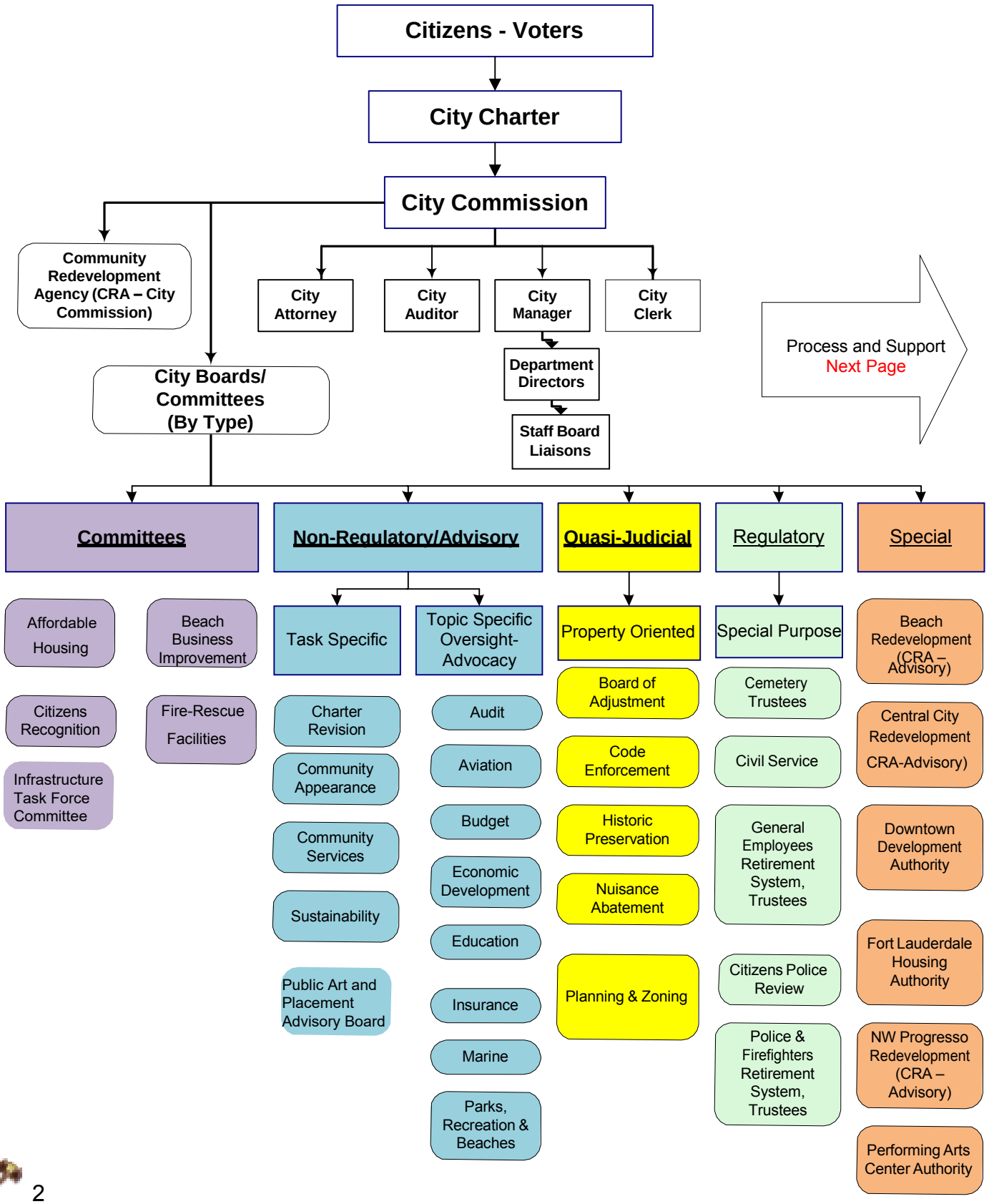
If you have any questions about the information included in this handbook, please contact the City of Fort Lauderdale Clerk's office at (954) 828-5002.

This handbook includes summaries and refers to statutes, ordinances and policies in order to give general direction with regard to board and committee membership. The purpose of including them in this textbook is to provide you sufficient information to alert board or committee members to issues that may arise. Particular regulations apply to in a unique manner to each situation. If an issue or question arises, please inform the board or committee staff liaison. The liaison will contact the City Attorney's office for specific advice and guidance.



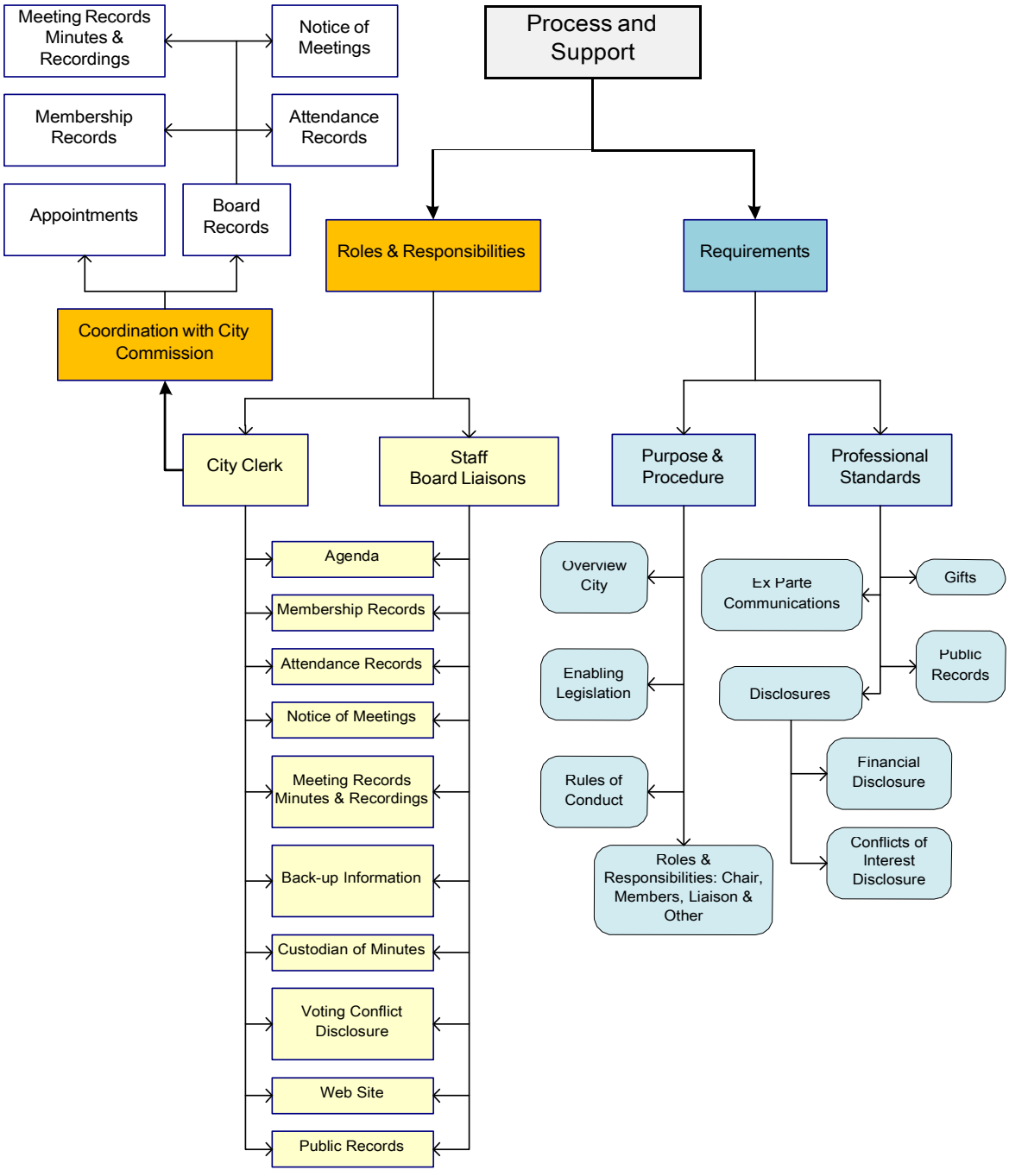
Citizen Participation

Board/Committee Structure



Citizen Participation

Board/Committee Process and Support



II. CITY OF FORT LAUDERDALE STRUCTURE

Q. What is the role of the city clerk?

A. The city clerk is appointed by and reports directly to the city commission. Generally, the city clerk assists the city commission in appointing members to boards and committees, and ensures the business conducted by the boards and committees is preserved and provided to the city commission. Moreover, the city clerk helps staff liaisons, boards and committees perform their duties. The city clerk's role is focused primarily toward the city commission and minutes secretary, with the staff liaison being the active communicator between the board and committee members and the city manager.

Q. What is a city charter?

A. A city charter is a document that establishes a foundation and basic rules under which a city operates. A charter is approved by the voters within the area that is to become a city. Many charters such as the City of Fort Lauderdale Charter also provide for the election of a mayor and city commissioners.

Q. Under what form of government does the City of Fort Lauderdale operate?

A. The City of Fort Lauderdale has been operating under a commission-manager form of government since 1925. The city commission is comprised of the mayor, who is elected at-large, and four commissioners, who are elected in non-partisan district races. Elections occur every three years and each elected official is eligible to serve three consecutive three-year terms.

Q. What is the role of the mayor and commissioners?

A. The legislative powers of the City of Fort Lauderdale are vested in and exercised by the city commission. The city commission has the power to pass ordinances, adopt resolutions and appoint officers, board and committee members, and certain employees as specified in the charter. All powers of the city, except as otherwise provided by the charter or by the Constitution of the State of Florida, are vested in the city commission.

Q. What is the role of the city manager?

A. The city manager is appointed by and reports directly to the city commission. As chief executive officer, the city manager is responsible for directing the city's day-to-day operations and carrying out the policies set forth by the commission.

III. BOARDS AND COMMITTEES

Structure

Q. What is an advisory board?

A. An advisory board is a group of individuals established by the city commission through the passing of an ordinance with the collective responsibility for providing advice and recommendations to the city commission on a particular subject matter or issue. The specific duties of the advisory board are defined in the establishing ordinance. Members of the advisory board are appointed by resolution adopted by the city commission.

Q. How are boards and committees created?

A. The city commission may at any time, by ordinance, create a board. The ordinance creating such board shall specify the powers and duties of such board, and the number and qualifications of its members. The city commission may at any time, by ordinance, abolish any existing board and transfer the duties to any other board, employee or department. The city manager shall be an ex-officio member of all boards without power to vote.

The city commission may at any time, by resolution, create a committee. All laws, regulations and rules applicable to boards apply to committees unless otherwise stated.

Q. What is the purpose/role of advisory boards and committees?

A. The role of an advisory boards is to provide advice and recommendations to the city commission on a particular subject matter or issue. A committee is established by the city commission to meet and perform a specific service or function for a limited duration of time. The ordinance or resolution creating such board or committee shall specify its powers and duties.

Q. What is a committee and what is the difference between a board and a committee?

A. A board has an ongoing purpose. It is created by an ordinance. A committee has a purpose that is limited in time and scope. A committee is established by the commission to perform a specific service or function for a limited duration. The commission may at any time abolish an existing committee and transfer their duties to any board, committee, employee or department. It is created by a resolution. Individuals may not serve on more than one board at a time, but may serve on a board and a committee or multiple committees simultaneously.

Q. What is a Quasi-judicial board?

A. **Quasi-judicial** means a board is required to hold hearings, receive evidence and make decisions in a manner similar to that of the courts. **Quasi-judicial** boards: (1) consider items that may affect an applicant's personal or property rights and (2) follow a procedure that allows evidence to be presented and a decision to be reached based on the evidence provided.

Q. What boards fall under the quasi-judicial umbrella?

A. The following boards fall under the quasi-judicial umbrella:

City Commission (certain matters)
Board of Adjustment
Code Enforcement Board
Historic Preservation Board
Nuisance Abatement Board
Planning Board (certain matters) Special Magistrate Hearing

Serving on Boards and Committees

Q. Who is eligible to be an advisory board or committee member?

A. City Code (Section 2-217[b]) requires that members of advisory boards or committees shall be residents of, own real property in, or be employed in the city as a minimum requirement. There are some exceptions: beach business improvement district advisory committee, beach redevelopment board and the economic development board.

Candidates for public elective office will automatically forfeit his/her position on a board or committee.

City employees are not eligible to serve on advisory boards or committees, unless otherwise provided for by federal or state law, or county or city charter, ordinance or resolution.

A person may only serve on one board at a time (not including committees).

A person convicted of a felony or any crime involving a dishonest or false statement may not serve on a board or committee.

For specific eligibility requirements, please refer to the originating ordinance/resolution for the particular board or committee.

Q. How often can a person be appointed to a particular board or committee?

A. No person appointed by the city commission to serve on a city board may serve more than six (6) consecutive one-year terms, three (3) consecutive two year terms, or two (2) consecutive three or four-year terms. This does not apply to appointments to the Performing Arts Center Authority, Downtown Development Authority of the City, General Employees Retirement System, Board of Trustees, Police and Firefighters Retirement System, Board of Trustees, Housing Authority Board of Commissioners of the City and the Insurance Advisory Board. Board members appointed to te Northwest-Progresso Flagler Heights Redevelopment Board may serve three (3) consecutive three-year terms on such board.

Q. What is the term of appointment?

A. The term of appointment for most boards or committee is one year with consecutive terms.

A term of appointment is calculated from the date of appointment which is the date specified by the enabling legislation, ordinance or resolution or the appointing resolution as the start of a term of appointment. The term of appointment will also expire for individuals whose nominating city commissioner is no longer in office 6 months after a newly-elected city commission takes office if the appointee is not reappointed by the newly-elected city commission.

Q. How are the chair and vice chair elected and how long is the term of office?

A. Unless provided in the originating ordinance/resolution, it is recommended the chair and vice chair are elected on a yearly basis amongst the membership of their board or committee by a majority vote.

Q. Can a board or committee create a subcommittee?

A. Any board or committee seeking to create a subcommittee by obtaining a majority vote of the board or committee must first obtain approval from the city commission. The request will be placed before the city commission at a conference meeting. The staff liaison will bring it to the attention of their department director. Subcommittees are subject to all of the rules applicable to boards and committees (i.e., public notice, minutes, open to the public, etc.).

Q. Can a board or committee authorize just two of its members to meet separately?

A. Any meeting of two or more board or committee members regarding City business would be considered a subcommittee and a "sunshine meeting". It would require city commission approval, public notice and minutes. Abbreviated minutes will be taken by the staff liaison. Although formal approval of the minutes will be unnecessary, the staff liaison will provide them to the full board or committee and to the city clerk's office.

Staff Liaisons

Q. Who assigns the staff liaison? What is the role of the staff liaison?

A. Staff is not directed by the board or committee. Staff liaison is a city staff member assigned by the city manager and department director to a board or committee who acts as a link and a communicator between the board, the City Clerk and the City Manager. The staff liaison works closely with the minutes secretary or minutes contractor and the chair. When designated, the staff liaison will prepare board minutes.

Q. What are the duties of the staff liaison?

A.

1. Reserve the meeting room and notify minutes contractor of the date/time if applicable.
2. Boards and committees that use the city's minutes contractor service will make arrangements directly with them.
3. Set up the meeting room and ensure that the digital audio or virtual recording platform is operable; coordinate the audio recording with Information Technology ,the minutes secretary or minutes contractor; Staff liaisons should schedule training with the city clerk's office if training is needed for any of the above duties.
4. Prepare the agenda and agenda backup materials and transmit copies to all members.

Email the agenda to Lynette McIntosh and Erica Franceschi in the City Clerk's office, three to five business days in advance of the meeting and copy Jeffrey A. Modarelli, City Clerk, minutes secretary or minutes contractor and the city webmaster for public notice.

5. Ensure that a guest speaker and/or virtual sign in sheet is, provide the sign-in sheet to the minutes secretary or minutes contractor before the end of the meeting. When the minutes are completed, the minutes secretary or minutes contractor will return the sign-in sheet to the staff liaison. The staff liaison maintains sign-in sheets in the file for each meeting. Guest speakers appear only in the minutes when they speak and are not reflected under the board's attendance at the beginning of the minutes.

6. Announce the number of members as of the date of the meeting and the number that would constitute a quorum which will be included in the minutes of each meeting, only for those boards and committees identified in Ordinance C-09-05.

7. Contact new members immediately, notify the incoming members with the next meeting date and acquaint them with the board or committee process and logistics.

8. Monitor member absences and provide written notification to any member who has reached the maximum number of absences, according to the city policy, that requires automatic removal from the board (See Appendix G, Absence Letter Template). Work with the chair to determine if the member will be recommended for reinstatement. Provide a copy of the absence notification letter and any reinstatement recommendation to the city clerk who shall inform the city commission.

9. Work with the minutes secretary or minutes contractor to ensure that a complete cumulative attendance record appears on the front of each set of minutes. The cumulative attendance record should be based on the month that the board or committee's term renews. If a regular scheduled meeting was held, even though there was no quorum, the attendance record will reflect members who attended and those who did not attend and will count as missing a meeting.

10. Ensure that a complete file for each meeting is maintained pursuant to Florida Statute (257.36) and Retention Schedule GS1-SL for local governments. This includes, but is not limited to: a) video and/or audio of the meeting; b) sign-in sheet; c) copies of all materials handed out or displayed during meeting presentations; and d) all agenda materials provided to the board or committee.

11. Ensure all appropriate staff review draft minutes and transmit any corrections to the minutes secretary or minutes contractor in one transmittal, who will return them labeled "REVISED DRAFT". Provide the "REVISED DRAFT" minutes to the board or committee with their agenda materials. Upon approval by the board or committee, transmit any board or committee corrections made during the meeting proceeding labeled "BOARD REVISED DRAFT" to the minutes secretary or minutes contractor. If there is a discrepancy, the staff liaison, in cooperation with their department director, should check the recording and work with the minutes secretary or minutes contractor.
    Note: All corrections are made by the minutes secretary or minutes contractor. Minutes include only what transpired at the meeting. Making corrections that include a board member's thoughts or intent is prohibited. Clarifications of this nature are made at the following meeting when the minutes or the particular subject is considered.

12. **Timeline for agendas and meeting cancellations:**
    Email the agenda to Lynette McIntosh and Erica Franceschi in the City Clerk's office three to five business days in advance of meeting and copy Jeffrey A. Modarelli, City Clerk, minutes secretary or minutes contractor and the city webmaster for public notice
    If a meeting is canceled or rescheduled, three-day advance notice is customary. Write canceled on the face of the agenda and email Lynette McIntosh and Erica Franceschi City Clerk's office and copy Jeffrey A. Modarelli, City Clerk, minutes secretary or minutes contractor and the city webmaster for public notice. Notify technical support contractor 48 hours in advance, if applicable. Notify minutes secretary or minutes contractor 24 hours in advance. If these timelines are not possible, there will be a charge assessed by the technical support contractor and minutes secretary or minutes contractor. At a minimum, post a notice on the doors of the room where the meeting was scheduled to be held. For rescheduled meetings, furnish a new agenda with a notation that it was rescheduled from a previous date and otherwise follow the same procedure. If these timelines are not possible, the city attorney's office should be consulted. (See "How is a meeting canceled?" on page 12).
    After the meeting when the minutes are approved, email a copy of the minutes to the City Clerk's office staff and to the city webmaster for the public record. Do not post unapproved minutes on the website. The exception being if they are the last set of minutes prior to a board/committee being dissolved.
13. **Attachments to minutes:**
    Minutes should include a copy of any slide presentation instead of a summarized version of the presentation itself.
14. Assist chair and minutes secretary or minutes contractor with any roll call votes taken.
15. Furnish a Memorandum of Voting Conflict (Form 8B) to any member who abstains from voting and ensure it is sent to the City Clerk's Office along with the approved meeting minutes for final record.
16. Provide a notice to the city clerk's office of any meeting date or location changes/cancellations for posting on the bulletin board at the entrance to city hall. Email a copy to Lynette McIntosh and Erica Franceschi in the City Clerk's office and copy to Jeffrey A. Modarelli, City Clerk, minutes secretary or minutes contractor and the city webmaster.
17. Advise the department head of any new topics or recommendations requiring staff time and funds beyond reasonable staff duties for the board or committee.

Q. Is the board or committee in charge of the staff liaison?

A. The board or committee does not supervise the staff liaison. The city manager supervises and is ultimately responsible for all city staff. Employees take direction from their immediate managers and supervisors who, in turn, report to the city manager.

The city attorney is appointed separately by the city commission. Assistant city attorneys are hired by and are under the authority of the city attorney, separate from the city manager. The city attorney may assign an assistant city attorney to attend a board or committee meeting, as he/she deems appropriate.

Q. What if a board or committee request requires staff time that goes beyond what is anticipated for that board or committee (e.g., developing a parking study or a neighborhood survey)?

A. A board or committee request that will require staff time beyond what is anticipated for the board or committee should be included in the minutes under "Communications to City Commission." The staff liaison should make the city manager aware of the request.

These types of policy decisions, which have a budgetary impact and require additional staff time, will be made by the city manager in cooperation with the city commission. Individual board and committee members may speak to a single city commissioner on a one-to-one basis to express their concerns.

IV. MEETINGS

Structure

Q. What is a meeting?

A. A meeting is a coming together of all of the appointed members to conduct the business of the board/ committee. The ordinance/resolution creating the board or committee provides how many, when and where meetings will occur. It will also specify if and how special meetings may be called. A meeting is conducted based on an agenda prepared by the staff liaison prior to a meeting.

Quorum

Q. What is a quorum?

A. A quorum is the minimum number of voting members of a board or committee that must be present in order for the board or committee to take action on a matter. If a board member must abstain from voting on a particular matter due to a conflict and that member is required for a quorum that matter cannot be heard.

Q. How do you determine if you have a quorum?

A. The originating ordinance/resolution for the specific board or committee may specify the number of voting

members needed for a quorum. If it does not, the quorum is a majority of the number of positions on the board/committee. Quorums may vary for different boards or committees. Additionally, some boards and committees are governed by Ordinance C-09-05 that provides for a quorum based upon the number of members appointed at a given meeting.

Taking into consideration seats on boards or committees are at times vacant while qualified persons are found to be appointed, the quorum requirement for the following boards and committees is the majority of the members appointed to such board or committee on the date a meeting is held. At the beginning of every meeting, the staff liaison shall announce the number of appointed members and the number that would constitute a quorum:

Beach Redevelopment Board
Cemetery System Board of Trustees
Community Appearance Board
Community Services Board
Economic Development Advisory Board
Education Advisory Board
Fire-Rescue Facilities Bond Issue Blue Ribbon Committee
Insurance Advisory Board
Marine Advisory Board
Northwest Progresso-Flagler Heights Redevelopment Board
Parks, Recreation and Beaches Board
Sustainability Advisory Board

Non-voting members "ex officio" are not counted in determining if a quorum is present.

Q. What if there is not a quorum?

A. If there is no quorum action by the board or committee cannot take place. **"Quasi-judicial"** boards considering matters related to the property rights of an applicant, since procedural due process requirements must be followed, should not discuss matters on the agenda when a quorum is not present. Non **"Quasi- judicial"** board members may discuss matters on the agenda but they may not take action. Minutes should be prepared, submitted at the next meeting for approval. In the case of an emergency, if an important opportunity would be lost, or if there is business that cannot be delayed, those present can, at their own risk, act with the hope that their action will be ratified at a later meeting when a quorum is present.

Q. If a board or committee member momentarily leaves the room (e.g., for a drink of water) and less than a quorum remains, may business still be conducted?

A. No. The meeting must be stopped until the board or committee member returns.

Q. If a board or committee member must excuse himself because of a conflict of interest, leaving less than a quorum to vote on a matter, can the remaining members vote on the matter?

A. No. The vote will not be considered a legal vote. A quorum must be maintained for business to be conducted.

Q. How is a meeting canceled? Are there circumstances when a meeting is held even if there is not a quorum?

A. In all cases when possible, the staff liaison should post a cancellation notice on the City's website, a sign at the meeting place, email a copy to Lynette McIntosh and Erica Franceschi, City Clerk's office and copy Jeffrey A. Modarelli, City Clerk, minutes secretary or minutes contractor (24 hours in advance), technical support contractor (48 hours in advance.)

For quasi-judicial boards – If the staff liaison has been notified by a sufficient number of members of the board or committee that a quorum not possible, the meeting will be held and the staff liaison shall advise the members in attendance that there is no quorum. The members in attendance should move to defer the items on the agenda to the next meeting date. When the meeting is over, a sign should be posted in the event any member of the public comes to the meeting after the meeting is adjourned. Absences will be recorded for those that have advised the staff liaison that they could not attend.

Frequency of Meetings

Q. How often do meetings take place? What happens if there is a need to continue a meeting?

A. The originating ordinance/resolution will indicate how often a board or committee meets. Generally, it is once a month. Special meetings may be called. If the originating ordinance/resolution for a particular board or committee does not provide for the calling of special meetings, the board or committee may vote at their regular meeting to set a special meeting. If there is a need for a regularly scheduled meeting to be continued to another date, a majority consensus or vote by the board or committee expressed on the record and reflected in the minutes is required. There is an understanding that the staff liaison may or may not be able to confirm a meeting room with audio recording equipment availability and minutes contractor arrangements.

Absences

Q. How many absences have to occur before a member is removed from a board or committee?

A. An automatic resignation of a board or committee member if any one of the following occurs:

1. a board or committee member is absent from three consecutive regular meetings during a term year;
2. a board or committee member is absent from four regular meetings during a term year; or from one-third of the total regular meetings in a term year, whichever is greater

The resignation is automatic. There are no excused absences provided in the regulation.

Q. Are there any exceptions?

A. If there are extenuating circumstances for a board or committee member's absences from meetings, the city commission may reinstate the individual to the board or committee. The staff liaison keeps a record of absences and a running tally is reflected on the first page of the minutes. When the maximum number of absences has been reached based on Resolution 08-12 (Appendix G), the staff liaison writes to the absent board or committee member requesting a statement of reason for absences and reinstatement wishes. The staff liaison then provides this information to the board or committee and to the city clerk's office for distribution to the city commission. The city commission makes a decision whether to reinstate the member upon recommendation of the board or committee's chair.

If a regularly scheduled meeting is continued to another date, the continued meeting is treated as a special meeting for attendance recording keeping purposes.

Role of the Chair and Vice Chair

Q. What is the role of the chair or vice chair?

A. What is the role of the chair or vice chair? The chair is elected by the board or committee and shall preside at all board/committee meetings. In the absence of a chair, the vice chair or other person elected by the board/committee shall preside. Boards and committees should refer to the originating ordinance/resolution for specific provisions for the chair or vice chair. Generally, the chair has no special powers over and beyond the power of any other board or committee member unless otherwise provided in the originating ordinance/resolution.

Please refer to the chair's duties on page 23

In parliamentary terms, the chair does not make motions in order to remain impartial and run an orderly meeting. It is good practice for the chair to hand over the gavel when he or she wishes to make a motion. This ensures the chair will not have two jobs at that time, 1) advocating the motion, and 2) running the meeting.

Laws, Regulations and Policies

Q. What is Florida's Government-in-the-Sunshine Law?

A. The Florida Sunshine Law is a set of rules and regulations that provides the public with a right of access to government proceedings. The Sunshine Law was designed to afford the public entrance into the process of governmental decision making. Section 286.011 of the Florida Statutes provides the regulations governments must follow when conducting a meeting and what happens to the documents and files used in conducting a meeting.

Q. What are the consequences of unintentional or intentional violations of the Sunshine Law?

A. If a government official is found guilty of an unintentional violation of the Sunshine Law, it is a non-criminal infraction punishable by a fine of up to $500. A knowing or intentional violation is a second-degree misdemeanor punishable by a fine of not more than $500 and/or a jail term of not more than sixty days and the official may be subject to suspension or removal from office. Attorney fees and court costs can be awarded in a civil suit.

Sunshine Meeting

Q. What are the requirements for a "Sunshine meeting"?

A. Meetings of two or more members of a board or committee to discuss board matters must be: (1) Open to the public; (2) noticed to the public; and (3) minutes (written) taken and recorded.

Q. What constitutes a meeting under the Sunshine Law?

A. Any time two or more persons on the same board or committee communicate about any foreseeable matter that may come before the board or committee, it is a meeting under the Sunshine Law.

Q. What types of communications qualify as a "Sunshine meeting"?

A. Communication may include the following:

1. Face-to-face
2. Written correspondence
3. Telephone
4. Email
5. Hand signals
6. Through an intermediary, a person who separately speaks to both board or committee members and tells one what the other says regarding a matter that may come up before the board or committee.
7. Virtual

If a board or committee asks one of its members to communicate a board or committee concern to another person or bring back information to that board or committee, the action qualifies as a meeting under the Sunshine Law. Even though it is a single board or committee member going to another person (such as the city manager), the single board or committee member is acting as a "delegate" for the board or committee as if two or more members are in attendance. Under the Sunshine Law, this action would qualify as a "Sunshine meeting".

Email: A board or committee member may send an email to their fellow members and staff liaison with their thoughts about a matter of business that has or will come before their board or committee. However, no reply emails are permissible. The subject of the email could only be discussed at a future board or committee meeting. Any reply email would be dialogue outside of the "sunshine."

In these situations, it is recommended that the following footnote be added to the email:

> "PLEASE NOTE THAT AS MEMBERS OF THE BOARD OR COMMITTEE, TWO- WAY COMMUNICATION BETWEEN MEMBERS IS PROHIBITED BY SUNSHINE LAW. DO NOT REPLY TO ANY BOARD OR COMMITTEE MEMBER. DISCUSSION SHOULD TAKE PLACE AT A SCHEDULED BOARD OR COMMITTEE MEETING."

Unsolicited email to private email accounts:
Quasi-judicial boards – If the email is deleted and unread, it is not considered as received in connection with the transaction of official business. If read and then deleted, the document should be treated as an ex parte communication. This requires a copy be presented by the board member to the board and staff liaison and an announcement made at the public hearing regarding the receipt of this ex parte communication. The staff liaison will attach the email document to the minutes as it is part of the record.

All other boards and committees - If the email is deleted and unread, it is not considered as received in connection with the transaction of official business. Otherwise, it is treated as a public record. The board or committee member is required to retain a copy or provide it to the staff liaison to retain.

Speaking on behalf of one's board or committee: No member will speak on behalf of their own board or committee unless that board or committee has voted to authorize that member to speak on its behalf. A notice will be posted to state that, in effect, one board or committee meeting is being held during the board or committee meeting at which the member has been asked to speak.

A board or committee member may report what his or her own board or committee did at their board or committee meeting without authorization, but he/she is advised to rely on a copy of their own minutes (draft minutes are acceptable) in order to be accurate about the board or committee proceedings. If not, the member is at risk of accidentally misrepresenting what that board or committee did at their meeting.

Q. What if two board or committee members are leaning back in their chairs chatting quietly during a presentation?

A. If the board or committee members are discussing board or committee business, it qualifies as a meeting under the Sunshine Law. Members are to refrain from this activity since it constitutes a meeting and must be done in public.

Q. What if a board or committee member comes to a neighborhood association meeting and another member of the commission, board or committee is also at the meeting and a matter that may come up before the board is up for discussion by the association, is there a violation of the Sunshine Law?

A. No, as long as members on the same board or committee do not address each other or respond to each other's statements during the meeting. Many associations are adding a statement to their notices that two or more board or committee members may be present. If discussion occurs between the members, written minutes must be taken and filed with the city clerk.

Q. Can a member of the Planning and Zoning Board and a member of the Board of Adjustment, for example, talk about a matter to come before their individual boards?

A. Yes. Since they are not on the same board or committee, the two individuals in the example above may discuss business that may come before their boards provided they are not acting as a delegate for their boards. This holds true even if the subject matter is a proposal that will be presented to both boards or committees.

Q. What if two members of a City board or committee are also members of the same homeowner association or area group, and an item that may come before the City board or committee is coming up before the homeowner association or area group? Can the board members participate and discuss the item at the homeowner association or area group meeting?

A. The two members should not participate and discuss with each other what may be business to come before their City board or committee no matter where this may take place. Each member may voice their position at the non-city group but should not respond to each other's positions either directly or indirectly. If there is concern that the non-city group will involve possible sunshine discussion, it is best to give notice of the meeting, announcing what board or committee members will be there, take minutes of the meeting and submit the minutes to the city clerk.

Open to the Public

Q. What is the difference between a public meeting and a public hearing?

A. A public hearing differs from a public meeting in that it is a meeting that the public comments become a part of the official record of the proceedings. The public is encouraged to speak at both public hearings and public meetings and everyone should be able to hear what is being said and see what is being presented.

Q. Does the public have a right to participate in a Sunshine meeting?

A. Yes. Section 286.0114 of the Florida Statutes requires a board/committee to provide the public with an opportunity to be heard on a proposition before the board. The chair will make the manner of public participation clear at the beginning of the meeting and prior to taking a vote on any official action and provide members of the public an opportunity to be heard. The chair is responsible for enforcing reasonable time limits that govern how long members may speak within the requirements of the law.

Guidelines for Public Participation in a Meeting

A board/committee may find it advantageous to adopt standing rules for public participation in its meetings. Keep in mind that the rules a board/committee might wish to adopt must be approved by the city commission. Guidelines for suggested standing rules are:

1. Anyone wishing to make a comment or ask a question shall wait for recognition from the chair before beginning to speak.

2. No individual shall speak a second time if someone who has not spoken wishes to speak.

3. Individuals from the public shall address the board or committee from the podium or designated area for public address so that their comments are properly recorded and amplified.

4. Speakers shall use the microphone or speak in a clear, strong voice so that all may hear.

5. Comments made by the public shall be relevant to the subject under consideration.

6. The public in attendance not recognized to speak shall refrain from talking among themselves while others are speaking.

7. The rules of decorum and order required under the Sunshine Law apply to public participation in a meeting and shall be observed at all times.

Please note that pursuant to rules established by the City Commission a minimum of 3 minutes shall be provided to each speaker, unless the chairperson determines that the speaker has exercised their opportunity to be heard at some other time during the decision-making process on the proposition before the board and committee. In such cases, the time of provided for speaking may be reduced. Additional time may be granted in consideration of the complexity of the proposition.

Q. What is required for a meeting to be "open to the public?"

A. For a meeting to be "open to the public" it must take place at a location large enough to accommodate public attendees. If a larger group than expected arrives, sound and/or visual projections of the meeting will be made available. If this is not possible, another room will be used or the meeting is postponed to another time and place when a larger room is available. Please see Appendix I (Page 63) regarding virtual meetings allowed by Resolution 20-214.

Q. Who decides what board or committee meetings will be broadcast on the government access Channel 78?

A. The city commission authorizes broadcasting of board and committee meetings.
The following boards have been authorized to have their meetings broadcast live on Channel 78, U-verse, Channel 99 and YouTube.

Beach Redevelopment Board
Board of Adjustment
Charter Revision Board
Code Enforcement Board
Historic Preservation Board
Marine Advisory Board
Nuisance Abatement Board
Parks, Recreation and Beaches Board
Planning and Zoning Board
Special Magistrate Hearing
Infrastructure Task Force Advisory Commmittee

Physical needs of a meeting place

The staff liaison ensures that the minutes secretary, minutes contractor has activated the audio digital recording system and is fully trained on operation of this system to assist when necessary. For those boards designated to be broadcast Information Technology ensures that the broadcasting equipment is turned on and that a video recording is made and maintained according to State of Florida retention requirements. No video recording is disposed without approval from the department director.

Off-site meetings

The location of board or committee meetings is not changed unless circumstances beyond the control of the board or committee require it to be moved. However, if the board or committee needs to visit a particular site or location, a tour may be scheduled. Board or committee members shall refrain from discussion until the tour is concluded and the board/committee convenes in their customary meeting place with recording equipment activated. The staff liaison consults with the city clerk's office concerning changes to meeting locations and dates. It is encouraged that changes be kept to a minimum. The staff liaison notifies and makes arrangements with the minutes secretary or minutes contractor in advance for any schedule changes.

Q. What happens if a board or committee wants to take an inspection tour?

A. If an advisory board or committee requests a tour, the mode of transportation must be big enough to accommodate a reasonable number of members of the public (to be determined on a case by case basis). Board or committee members shall not have discussions on matters which may come before the board for official action until the members get off the bus and convene in a meeting that has been noticed, is open to the public and will have minutes taken. Inspection tours are not available to a board with an ultimate decision making authority.



Q. Are microphones required at a meeting?

A. Microphones will be used so the public can hear the meeting.

Q. What if the microphones are broken and the public cannot hear?

A. If microphones are not working and board or committee members cannot speak loud enough for the public to hear, the board or committee should: (1) fix the microphones; (2) postpone the meeting to another time (requires notice); or (3) cancel the meeting.

Q. Can a member of the public be asked to leave a meeting?

A. No person can be asked to leave a meeting unless they are disrupting the proceedings with unruly behavior. For example: During selection and negotiation meeting, it cannot be recommended, courteously asked or even suggested (even if you tell them that legally they are entitled to stay) that competing proposers leave the meeting. Everyone shall be included if they so desire.

Q. Should the door be open or closed during a meeting?

A. The meeting room door should be left open at all times during the meeting unless there is loud noise or activity outside of the door that is disrupting the meeting and the noise or disruption can-not be stopped. In that instance, a sign should be posted on the door letting the public know that the meeting is going on inside the room.

Public Notice

Q. What is proper public notice?

A. The staff liaison is responsible for ensuring that proper notice of a meeting is provided. Board and committee members will review the Statutes, rules or procedures governing the type of meeting being held and follow the appropriate public notice requirements. The following footnote will be included on the face of all agendas:

> "Two or more City of Fort Lauderdale commissioners or members of a Fort Lauderdale advisory board or committee may be in attendance at this meeting.
>
> If a person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing, he/she will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.
>
> If you desire auxiliary services to assist in viewing or hearing the meeting or reading agendas and minutes for the meetings, please contact the City Clerk's Office at 954-828-5002 and arrangements will be made to provide these services to you."

In general, the board or committee staff liaison shall make sure the meeting notice is posted (on the bulletin board at the entrance to city hall) at least three days prior to the meeting. Additionally, the staff liaison sends the agenda to the city webmaster for posting on the city's website and to the city clerk.

If a meeting is canceled or moved to an alternate date or location, the staff liaison emails a notice to Lynette McIntosh and Erica Franceschi in the City Clerk's office and copy Jeffrey A. Modarelli, City Clerk, city webmaster, and the minutes secretary or minutes contractor and technical support contractor (if applicable) for posting at least three days prior to the meeting on the bulletin board at the entrance to city hall. If there is not time to post a three-day advance notice, the staff liaison posts a notice on the doors of the room where the meeting was originally scheduled. The notice advises of the new meeting time and/or place. In addition, the notice is posted on the door of the new meeting location.

Minutes

Q. What are minutes? Who receives the minutes? Where are they kept?

A. Minutes are a written record of the activities that take place during a meeting. Florida law requires that minutes of official meetings (Florida Statute, Chapter 286) be maintained as a permanent record of the city. All board and committee meeting minutes are maintained by the City Clerk on the city's website. The staff liaison is responsible for posting their minutes to the city's website: **www.fortlauderdale.gov**

Q. What should minutes include?

A. At a minimum, minutes should include:

1. a written record of the time the meeting starts and ends;
2. meeting location;
3. names of board or committee members in attendance;
4. the full name for any acronyms;
5. official actions taken by the board or committee;
6. a brief summary of meeting activities, including an attachment of any presentation slides used;
7. announcement by staff liaison of the number of appointed members as of the date of the meeting and the number of members that would constitute a quorum (for boards and committees identified in Ordinance C-09-05).

Minutes may also include:

1. requests made that may not necessarily be made in the form of a motion; (These may require follow-up after the meeting or may be in the form of questions that are answered at the same meeting where they are posed.)
2. comments made by applicants;
3. clarifying comments by applicants or staff concerning requests or petitions before the city;
4. policies or procedures announced by staff;
5. opinions about the subject matter before the board or within the scope of the board or committee that warrant recording for historical purposes and to convey to the city commission.
6. Voting Conflict Form

An electronic recording does not replace the requirement for minutes pursuant to state law. Written minutes must be taken. Minutes should include an attachment of any presentation slides used in place of detailed narrative.

Q. What is an official action?

A. An official action results when a main motion, the basic device by which a matter is presented for possible action, is made. The minutes should reflect the following:

1. the name of the maker of the motion;
2. the name of the member who seconded the motion;
3. the wording of each motion as adopted or otherwise disposed of;
4. the disposition of the motion (adopted, defeated, deferred, or laid on the table);
5. final disposition (adopted or defeated) the record of each member's vote, for or against

Q. Who can take minutes (minutes secretary)?

A. Minutes can be taken by a city employee designated by their department director or in some cases the City's minutes contractor. If the regularly scheduled individual fails to appear, the staff liaison may also take the minutes.

Q. How are minutes corrected?

A. The staff liaison coordinates corrections to minutes. Board or committee members may make corrections to the minutes when approval of the minutes is scheduled on the agenda. The corrections are approved by a majority vote of the board or committee. For boards and committees that use the City's minutes contractor, the contractor makes all corrections to minutes at the direction of the staff liaison.

Q. What if someone intended to say something or thought they said something and wants to change or add to the minutes?

A. Making corrections that include what one thought or intended to say is not permitted. Clarifications of this nature are made at the following meeting when the minutes or the particular subject is considered. As such, the individual makes that clarification and it is then reflected in the following meeting minutes.

Q. Do minutes have to be approved by a board or committee to be valid?

A. The rules governing the validation of minutes depend on the board or committee and the type of matter involved. Minutes are provided to boards and committees for any corrections to be announced at the meeting and approved by a majority vote of the board or committee.

Q. What if a board or committee authorizes two or more of its members to meet separately? Is this permissible? Are minutes taken?

A. Any board or committee that wishes to create a subcommittee shall first get approval from the city commission. By a majority vote of the board or committee, the request is placed before the city commission as a communication to the city commission. (Refer to "How boards and committees communicate to the city commission" page 22) The staff liaison brings this request to the attention of their department director.

Abbreviated minutes are taken by the staff liaison and provided to the board or committee and the city clerk. If the staff liaison is not present at the subcommittee meeting, the subcommittee shall designate one of its members to take the minutes. (Refer to "What should minutes include" page 20)

Rules for Conducting a Meeting

Meeting Agenda

Q. What is an agenda and who prepares the board or committee meeting agenda?

A. The physical structure of the meeting is determined by the agenda, a list of items to be considered at the board/committee meeting. After opening ceremonies, if any, the agenda includes approval of the minutes of the prior meeting.

The staff liaison prepares the agenda based on matters the board/committee is authorized to consider. The originating ordinance/resolution contains information related to matters that can be considered by a board or committee. In addition, a board or committee may have requested at a prior meeting for an item to be placed on a future agenda. The city commission may also propose matters for consideration by a board or committee. Items of business not completed or postponed from the prior meeting will also be included on the agenda. (See public notice – page 19)

Q. May the board/committee bring up new topics or recommendations?

A. Yes and no. The proper place on the agenda to bring up new topics or recommendations is under the heading of "New Business." For new topics other than those of a purely general nature, notice is required. The new topic should appear on the agenda for the next meeting. New topics, other than something of a general nature, may not be discussed at the present meeting because they have not been properly noticed to the public. The discussion is limited to the rationale for consideration and whether it is appropriate to consider the topic or recommendation at all. Such items, if approved, appear on future agendas.

A majority of board or committee members may vote to have an item within their authority placed on the agenda for their own discussion. If staff time and funds are required to do research or report on the topic and it goes beyond reasonable staff duties for that board, the staff liaison shall inform the city manager and await direction from the city manager. The city commission is advised through the minutes.

Q. How can boards and committees communicate to the city commission?

A. On the agenda under the heading of "Communications to City Commission," boards and committees may highlight anything out of the ordinary to the city commission that they wish to bring to the city commission's attention over and above what is already set out in the minutes including some action they would like the city commission to consider taking.

Communications must be adopted by a motion and majority vote or a clear consensus of a majority of the board or committee.

Q. What if a board or committee does not follow the agenda?

A. Failure to follow the published agenda may raise legal issues about public notice (i.e., the public is not made aware or not prepared to listen to the discussion and respond to a certain matter).

Q. Can the agenda be reordered?

A. Several boards and committees consider matters on a first come, first serve basis. For example, in the case of development permits Applicants that have a completed and submitted an application to the Planning and Zoning Department first, get placed on an agenda first. Reordering the agenda should only be done for a public purpose based on a majority vote of the board or committee.

Q. What are the steps to change the order of the agenda?

A. An item on the agenda can be moved by making a motion. For example:



"I move to take up agenda item 6 after item 2."
"I move to consider item number 7 first."
"I move to make item number 4 the last item for consideration on the agenda."

These motions require a second and a majority vote for adoption. To expedite business, the chair may use unanimous consent to reorder the agenda.

"If there is no objection, item number 3 will be considered first."

When adopted, the items are taken up as reordered.

Conducting Business

Q. How is board and committee business generally conducted?

A. The primary method by which board and committee business is generally conducted is by motion. Business may also be conducted by discussions, reports submitted or made, and requests by board or staff in response to the board or city commission.

Q. What are the rules for conducting a meeting?

A. Parliamentary procedure is generally regarded and accepted as a set of rules for the orderly conduct of business at meetings. These written rules of order allow everyone to be heard and to make decisions with-out confusion. Examples of parliamentary rules are:

1. A quorum must be present for business to be legally conducted.
2. Every member has the right to make motions, speak in debate and vote.
3. A member must be recognized by the chair before speaking or making a motion.
4. Before a motion is brought before the board/committee, it must be seconded.
5. Only one question or motion can be considered at a time.
6. The basic principle of decision is that a proposition must be adopted by a majority vote.
7. Once a motion is seconded and before the board/committee, it must be adopted or rejected by a vote, or be disposed of in some other way, before any other subject can be introduced.

Although the city commission has not officially adopted Robert's Rules of Order Newly Revised as a parliamentary authority, many of the basic principles of common parliamentary law are so widely accepted that Robert's Rules of Order are followed without formal adoption.

Q. What are the chair's duties in conducting a meeting?

A. It is the duty and responsibility of the chair to see that the rules for conducting a meeting are followed. A summary of those duties include but are not necessarily limited to those listed below:

1. He or she opens the meeting at the appointed time by calling the meeting to order, having determined that a quorum is present. For those boards and committees identified in Ordinance C-09-05, the quorum requirement fluctuates according to the number of appointed members. The staff liaison shall announce the number of appointed members as of the date of the meeting and the number that constitutes a quorum.

2. Announce that all speakers, including City staff, should sign-in.
3. Ask minutes secretary, or minutes contractor to call the roll.
4. Announce the arrival of any and all members who arrive late.
5. Announce in proper sequence the business that comes before the board/committee.
6. Recognize members who are entitled to the floor.
7. State and put to vote all questions that legitimately come before the board/committee.
8. Restate all motions and amendments to motions.
9. Announce the name of the member who made the motion and the seconder and announce the name of those members, if any, voting no.
10. Ask the minutes secretary or minutes contractor to call the roll to vote if a roll call vote is necessary.
11. Protect the board/committee from obvious frivolous or dilatory motions by refusing to recognize them.
12. Enforce the rules relating to debate and those relating to order and decorum within the board or committee and with the public in attendance.
13. Open the floor to public comment.
14. Expedite business in every way compatible with the rights of members.
15. Decide all questions of order, subject to appeal, unless submitted to board/committee for a decision.
16. Respond to inquiries of members relating to parliamentary procedure or factual information.
17. Declare the meeting adjourned when the board/committee so votes or at the time prescribed on the agenda.

Q. How does the chair conduct an organized and orderly meeting?

A. 1. The organization of the meeting is determined by the agenda. The chair keeps the meeting on track by adhering to one subject or one main motion at a time. If a board or committee member (or a member of the public) who has been recognized deviates to an unrelated topic, the chair will interrupt and tactfully restate the topic or motion under discussion.

2. The chair recognizes one member at a time.
3. During public hearings, in the interest of time, the chair may ask that a few speakers gather in the area of the podium. The chair then calls upon them one by one.
4. The chair enforces the rule that a member shall be recognized by the chair before speaking. In other words, only one person speaks at a time.

Q. Who chairs the meeting if the chair and vice chair are absent?

A. A motion should be made by any member of the board or committee, seconded and considered by the board or committee, nominating a member to temporarily serve in the absence of the chair and vice chair. This temporary position is called chair pro tem.

Q. What are the responsibilities of members in a meeting?

A. Members also have responsibilities not the least of which is to understand and follow all of the laws, rules or policies that apply to their respective board/committee. Additionally, every member has the responsibility to:

1. Learn the correct way to make motions to carry on the business of the board/committee;
2. Amend motions if they don't express the need of the majority;
3. Know and observe the rules of debate and decorum in debate;
4. Call a point of order when a rule has been broken; (must be called attention to immediately.)
5. Appeal from the decision of the chair on a point of order if not in agreement with the decision of the chair;
6. Know the difference between the use of the motions "Lay on the Table" and "Postpone to a Certain Time";
7. Understand when one should consider abstaining from voting, step off the dais when abstaining and file a memorandum of voting conflict;
8. Know that motions that limit or take away a privilege require a two-thirds vote; and finally,
9. To participate by contributing ideas, voicing meaningful concerns and opinions in debate, and voting for principle.

Q. Can order and decorum be maintained while debating or discussing a controversial issue?

A. Absolutely. Order and decorum is assured if the rules of debate and decorum are observed. Debate "is the essential element in the making of rational decisions of consequence by intelligent people." (RONR 10th ed. p. 373) The basic rules of debate and decorum in debate are:

1. A board or committee member (or a member of the public) shall be recognized by the chair before speaking in debate.
2. Remarks must be confined to the merits of the pending question or topic under consideration. von Goethe said: *"We should quietly hear both sides."*
3. When speaking in debate, a member shall refrain from attacking motives and avoid name calling. Mahatma Gandhi said: *"Honest disagreement is often a good sign of progress."*
4. All remarks shall be addressed through the chair. Members do not address one another directly.
5. Makers of a motion are not permitted to speak against their own motion, although they may vote against it. Mark Twain said: *"It is not best that we all should think alike, it is differences of opinion that make horse races."*
6. Do not interrupt anyone who is speaking except in special situations where the urgency justifies the interruption.
7. Obtain permission of the board/committee to read from any paper or book.
8. Members of the board/committee or the public shall not disturb the meeting by whispering or in any other way.

Q. What if a board or committee member or member of the public interrupts another board or committee member or a member of the public, causing a smooth meeting to be interrupted?

A. The chair shall ask that member of the public or board or committee member to hold his or her questions and comments until he or she is recognized by the chair.

Steps in handling an agenda item in a board or committee

Step	Action
Chair announces the item of business	"The next item of business is item number 5 on the agenda which is related to… Is there any discussion?
Item introduced is open for informal discussion.	Reports may be given related to the matter, members may bring up several proposals, ideas or recommendations.
Developments or conclusions reached from open discussion.	The discussion and debate may develop in two possible ways: 1. An unspoken general consensus is reached that a specific conclusion or action is the proper course or recommendation for the board to pursue. 2. Two or more conflicting proposals may result and passions are hard and fast on all sides.
A member or the chair makes a main motion putting the conclusion (or one of the conclusions) into a formal motion.	"I move that the board recommend to the city commission…" OR "I move that the board request approval for an additional study to determine…"
The motion is seconded.	"I second the motion." or "Second."
The chair states the motion.	"It is moved and seconded that the board Recommend to the city commission…" OR "It is moved and seconded that the board request approval for an additional study to determine…"
The motion made is open to debate.	"I speak in favor of the motion…" "I speak in opposition to the motion…"
The motion is also open to amendments or other disposition.	"I move to amend the motion by striking out the word_____and inserting the word_____." "I move to defer the motion to the next meeting."
The chair puts the question to a vote (the wording of the motion should be repeated)	Voice Vote: "The question is on the adoption of the motion to …[e.g., recommend to the city commission…, request approval for an additional study to determine…] Those in favor, say aye…Those opposed, say no… Roll call vote: "This vote will be taken by roll call. Those in favor of adopting the motion to… will answer yes; those opposed will answer no. The staff liaison or minutes secretary will call the roll." A roll call vote is encouraged and is considered good practice whenever there are any no votes. It provides a clear record of those in favor and those opposed.
Chair announces the result of the vote.	"The ayes have it and the motion is adopted." Or, "The no's have it and the motion is defeated.
Chair makes an announcement of the next item of business.	"The next business in order is….." Or, "The next item on the agenda is…..:"

Q. What if a board/committee member wanders away from the topic of discussion on the table?

A. If a board or committee member is speaking on a topic that is not within the authority of the board or committee to discuss, another board or committee member may ask the chair for a point of order to bring the meeting back to a topic within the authority of the board/committee.

Q. What is the procedure for handling an item of business on the agenda?

A. Generally, to handle an item of business on the agenda, a motion is made prior to discussion. In small boards or committees, informal discussion of a topic is permitted without a motion. The board/committee may need to fully explore an issue or proposed action before deciding on the course of action to be taken.

Steps in handling an agenda item in a board or committee meeting are outlined in the chart on page 26.

Motions

Q. What is a motion?

A. A main motion is a formal proposal by a member in a meeting that the board or committee take certain action. A motion may bring its subject to the attention of the board or committee or the motion may follow upon the presentation of a report or other communication. There are many other parliamentary motions which involve procedural steps related to the main motion already under consideration. These are called secondary motions. However, they do not bring business to the meeting as a main motion does. A main motion is made only when no other motion is pending while a secondary motion is made and considered while a main motion is pending because of its relationship to the main motion or because of the procedural or emergency character of the specific secondary motion.

Q. How are motions made?

A. Board and committee members refer to Robert's Rules of Order when making motions.

Q. Can the chair make a motion?

A. In parliamentary terms, the chair does not make motions in order to remain impartial and run an orderly meeting. It is good practice for the chair to hand over the gavel when he or she wishes to make a motion, so that the chair would not have two jobs at that time, 1) advocating the motion, and 2) running the meeting.

Q. What is it you want to do? Are motions ever made in the negative tense?

A. Knowing what motion to make as well as how and when to make it will result in better meetings. Using the motions in the following table will help board and committee members have more effective meetings.

WHAT IS IT YOU WANT TO DO?

The workhorse of introducing and handling business in a meeting is a motion. This summary of motions will not tell you everything you need to know but, for more effective meetings, you need to know what motion to make to accomplish what you want.

Your Objective	Motion to Use
Bring up business; propose an idea for action	**MAIN MOTION.** Can only be made when no business is pending. "I move that…"
Kill a main motion	**DEFER INDEFINITELY.** Avoids a direct Vote on the main motion and "kills" it.
Make a main motion better, perfect the wording.	**AMEND** the main motion. You may add, delete, change or even substitute one motion for another.
Put off the vote on a main motion.	**POSTPONE** the main motion to a later time or to another meeting. The time must be **DEFINITELY** specified.
Call the question, close debate / stop amendments	**PREVIOUS QUESTION.** This requires a two-thirds vote and, if adopted, the vote is taken immediately on the pending motion.
Take a break	**RECESS.** A recess is a short intermission; the interrupted business is resumed after the recess.
Need to know something	**POINT OF INFORMATION.** Ask the chairman.
Point out a violation of the rules	**POINT OF ORDER.** Calls the attention of the chair to the problem. The point of order must be made immediately at the time the infraction occurs. The chair must rule at once if the point of order is well taken or not well taken.

Generally, motions are made in the positive and the vote then reflects the decision of the board or committee. If a board or committee is discussing a petition or application and it appears there is not a majority in favor, any member wishing to bring the discussion to a close should make a motion to approve while explaining that he or she simply wishes to bring it to a vote. The vote reflects the decision.

Voting

A vote is a formal expression of the will or opinion or preference of the members of a board/committee in regard to a matter submitted to it.

Q. What is a majority vote?

A. Majority vote is the vote required for approval of an action or choice by a board or committee. Majority means more than half of the votes cast by persons legally entitled to vote at a properly called meeting with a quorum.

Q. What is the outcome of a tie vote?

A. For **Quasi-judicial** boards, an item needs to be approved or denied by an affirmative vote. That means that a majority must vote for a motion to approve or a motion to deny. If there is no majority vote then it is neither approved nor denied. For all other boards and committees, a motion is made to approve and if a tie vote occurs, the motion is defeated.

Q. What is a two-thirds vote?

A. When a decision based on more than a majority, the requirement most commonly specified is a two-thirds vote. To easily determine if a two-thirds vote has been obtained, multiply the negative vote times two. The motion is adopted if the affirmative vote is greater than or equal to two times the negative vote. For example: Assume 32 votes cast with 22 votes in the affirmative and 10 in the negative. The affirmative vote of 22 is greater than the negative 10 votes times 2 (that's 20), therefore, two thirds is achieved.

Q. When is a two-thirds vote required?

A. In order to balance the rights of the individual and the rights of a board or committee as a whole, the established principle is that a two-thirds vote is required to adopt any motion that: (1) suspends or modifies a rule of order previously adopted; (2) prevents the introduction of a question for consideration; or (3) closes, limits or extends the limits of debate.

Q. What is the correct way for the chair to take a vote?

A. Taking any vote begins with repeating the question or motion which is to be decided. For example, "The question is on the adoption of the motion recommending the city commission approve the rezoning application…" or, "The question is on the adoption of the motion postponing the rezoning application to the next meeting." Refer to **Appendix A** for the proper wording for taking a vote. Time can often be saved by the procedure of unanimous consent (also known as general consent). It can be used to adopt a motion without the steps of stating the question and putting the motion to a formal vote. To obtain unanimous consent, the chair states,

"If there is no objection, the minutes are approved as corrected."

"Without objection, public participation in this meeting is extended for 10 more minutes."

"Is there any objection to requesting the city commission to call for a parking lot study? [pause] Since there is no objection, the request from this board/committee will appear in the minutes and the staff liaison will apprise the city manager of this request."

If any member objects, the chair must state the question on the motion and take a formal vote.

Q. Is it necessary to record how each member voted on every motion? What about a roll-call vote?

A. The vote of each member is recorded on every main motion or recommendation decided by the board or committee. There is a roll call vote on all matters specifically listed on the agenda if there is any member dissenting. The chair calls for the vote and if there are no dissenting members, a voice vote is sufficient. If there are any dissenting votes, the chair asks the staff liaison or minutes secretary to call the roll for a roll call vote. Other motions which are secondary to handling the main motion (i.e., Amend, Postpone to a Certain Time, etc.) or a motion to recess or adjourn or other motions incidental to the business are taken by a voice vote.

Q. Can there be a secret vote on anything? For example, if a board or committee does not want to hurt someone's feelings, can they write their votes on a paper ballot?

A. No. There can be no secret votes. Votes can be written, but the written vote is a public record.

Q. What if a board or committee member is a professional architect and wants to represent a client in front of a board or committee on which he or she serves?

A. A board or committee member may not represent an application for a client in front of his or her own board or committee. The board or committee member may represent himself or herself personally regarding their own application in front of their own board or committee.

Voting Conflicts

Q. If a board or committee member has a conflict, what should they do?

A. If a board or committee member has a conflict, the member should announce the nature of the conflict and get the required memorandum of voting conflict form (refer to Appendix F; also see http://www.fortlauderdale.gov/home/showdocument?id=660) from the staff liaison. The board or committee member should remove himself or herself from the table or dais and sit with the general public. If the member wishes to address the board or committee, he or she must do so as a member of the general public. The memorandum of voting conflict shall be filed within 15 days after the vote with the staff liaison. The board or committee staff liaison attaches the original memorandum to the minutes. Certain exceptions and waivers may be available. Please contact the city attorney's office at 954-828-5940 for more details.

Q. What if a board or committee member is not sure whether he or she has a voting conflict?

A. The member informs the staff liaison and/or calls the city attorney's office at 954-828-5940.

Q. May a board/committee member vote "absentee" or by proxy when the member cannot attend a meeting?

A. No. The right to vote is limited to board/committee members who are actually present at the time a vote is taken.

Q. What if a board or committee member was absent when a topic was discussed and does not want to vote at the subsequent meeting when the topic is scheduled for a vote?

A. Absence from a prior meeting is not a recognized exception to the voting requirement provided in Florida statute 286.012. The board or committee member may listen to the audio recording or read the minutes of the meeting discussion.

Q. What if a board or committee member does not like the motion being discussed (e.g., "It will make my neighbor mad.")? Can the board or committee member abstain from voting?

A. No. Florida Statute 286.012 states that board and committee members must vote unless there is a legal conflict or if the official decision, ruling, or act occurs in the context of a quasi-judicial proceeding, a member may abstain from voting on such matter if the abstention is to assure a fair proceeding free from potential bias or prejudice.

Order and Decorum

Decorum directly relates to the Sunshine Law. The purpose of the Sunshine Law in part is to provide the public with a right to attend a meeting and hear the proceedings and that a record of what happened at the meeting is documented and available for those who could not attend the meeting.

The Sunshine Law also states that all meetings shall be subject to order and decorum. "Order" is defined as customary or prescribed methods used in the conduct of deliberative, legislative or public meetings, (i.e., parliamentary rules of order). "Decorum" is defined as customs of formality that are followed by a presiding officer and members of a board/committee; propriety and good taste in conduct or appearance.

Q. What happens if there is disorder at a meeting?

A. If a member of the public is shouting, talking off the topic or talking repeatedly about a point, thereby impeding "public" access to the meeting, there is disorder. The person exhibiting the unruly behavior may be asked to leave.

Adopting Rules of Conduct

Q. Can a board or committee adopt rules of conduct?

A. For general conduct of business, boards and committees should first refer to the following laws and regulations to determine if a rule of conduct is already in place: (1) Florida Constitution or Statute; (2) City ordinance; or (3) Resolution or ordinance by city commission.

If rules are not in place and the board believes a standard rule should be in place, the proposed change should be presented to the city commission for approval.

To be effective, all rules and regulations of boards and committees appointed by the city commission shall be approved by resolution of the city commission. A copy of such rules and regulations are attached to the resolution approving them and available for public inspection at any time. If a board or committee would like to establish a rule, the staff liaison submits a request to the city commission and the city manager schedules the matter on the commission agenda.

Q. Can a board or committee set a special rule appropriate for the moment?

A. Yes, refer to “Guidelines for Public Participation in Meetings” on page 17.

Q. What are some examples of special rules?

A. The electricity goes out during the middle of a meeting. What is done?

The chair asks those in attendance to remain at ease for a few minutes to see if the electricity comes back on. The chair may also recess the meeting for a few minutes to see if the power comes back. If the power does not come back, a motion is made to move or to adjourn the meeting.

A representative for an item has not arrived at the time the item is ready to be heard. What is done?

The chair announces that fact and proceeds to the next item of business on the agenda.

The chair inadvertently strays from the agenda. What is done?

A member “Calls for the Orders of the Day” which requires the chair to immediately return to business as listed on the agenda.

When necessary, the chair takes action without a formal motion, provided no member of the board/ committee objects. If there is an objection, the chair will take a vote to obtain approval of the action proposed.

V. RESPONSIBILITIES OUTSIDE OF A MEETING

Rules and Regulations

Q. Are board and committee members considered public officers?

A. Yes. According to Chapter 112, Part III of the Code of Ethics for Public Officers and Employees, a public officer “includes any person elected or appointed to hold office in any agency including any person serving.” This includes all board and committee members.

Q. What laws apply to board and committee members when they are not conducting a meeting?

A. Certain laws apply to board and committee members when not participating strictly as a board or committee member. Most of these laws deal with conflict of interest in business relationships and can be found in Section 112.313 (3) and (7) of the Florida Constitution.

Conflict of Interest

A board or committee member possibly may have an interest with participating agencies seeking a grant or contract from the city.

Conflict of Business Interest

Board or committee members shall not rent or sell the city services, goods or property that they or

their employer are providing without first checking to see if there is an exception. Board or committee member may not be able to serve on a board or committee and do business with the city at the same time. A board or committee member may request a waiver from the city commission. The city commission will review the request and decide if a waiver is warranted.

Dual Office Holding (Section 5(a) Article II, Florida Constitution)

An individual is precluded from holding two incompatible offices at the same time in order to assure the actuality of undivided loyalty. For example, the mayor of the City of Fort Lauderdale would be prohibited from serving simultaneously as the sheriff of Broward County.

Public Records

Q. What is a public record?

A. Public records include all documents, papers, letters, maps, books, videos, photographs, films, sound recordings, data processing software or other material, regardless of the physical form, characteristics or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the city.

Q. Does this include my email on official business sent from my personal computer?

A. Yes.

Q. When may I destroy my board and committee meeting agenda and backup?

A. An exact duplicate of the official document such as an agenda may be destroyed. All notes made about anything that may eventually be deliberated at a board or committee meeting are public records and are retained for two anniversary years after the meeting minutes are adopted.

Q. What if my notes are jotted on scrap paper at home?

A. All board and committee member notes are public records and are retained for two anniversary years.

Q. When my term on a board or committee expires, what should I do with my notes?

A. At the end of a term, board and committee members submit their notes to the staff liaison and if there is a question they may contact their staff liaison.

Gifts

Q. Can a board or committee member accept gifts?

A. A board or committee member is prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor or service that is based on an understanding that their vote, official action, or judgment would be influenced by such gift.

Certain board members, specified by statute, must file a statement with the Commission on Ethics on the last day of each calendar quarter for the previous calendar quarter containing a list of gifts which he or she believes to be in excess of $100 in value. There are exceptions. Board members that need to file include:

Board of Adjustment
Code Enforcement Board
Historic Preservation Board
Nuisance Abatement Board
Planning and Zoning Board
Unsafe Structures Board

Q. What if a board or committee member receives a gift from a sister or brother for their anniversary? Does it need to be reported?

A. No. Florida Statute 112.3148 provides an exception for gifts from a relative.

Q. If someone buys lunch for a board or committee member, does it need to be reported?

A. It depends on who is buying the lunch and how much it costs. If the lunch costs under $100, it will not have to be reported. However, the board or committee member needs to be sure the person buying lunch is not a lobbyist trying to influence a vote on a particular matter. Board and committee members are encouraged to check the register of City of Fort Lauderdale Lobbyists that is maintained by the city clerk's office by logging on to http://www.fortlauderdale.gov/departments/city-clerk/lobbyist-registration/registered-lobbyists.

Financial Disclosure

Q. Do all board and committee members have to file a financial disclosure form?

A. Board of Adjustment
Code Enforcement Board
General Employees Retirement System, Board of Trustees
Nuisance Abatement Board
Planning and Zoning Board
Police and Firefighters Retirement System, Board of Trustees
Unsafe Structures Board

The county supervisor of elections office mails a Limited Financial Disclosure form (see **Appendix D**) to the permanent residence of each of these board members no later than June 1st of each year.

Q. When do I file and what form should I use?

A. All specified board members shall file a Limited Financial Disclosure form (**Appendix D**) with the supervisor of elections office of the county in which they permanently reside by July 1st of each year. The form may be found at the following link http://www.ethics.state.fl.us/FORMS/Form%201_2014i.pdf.



Q. What must be disclosed? What is the local officer designation?

A. A member of a board that is required to file a Limited Financial Disclosure form, is considered a local officer. Please see pages 15 and 16 of the "Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" provided in the materials. The Limited Financial Disclosure form is included in this publication as **Appendix D**.

Lobbying

Q. What is the city commission's position on lobbying?

A. The city commission of the City of Fort Lauderdale, Florida, hereby determines and declares that the operation of responsible government requires that the fullest opportunity be afforded to the people to petition their city government for the redress of grievances and to express freely to the elected officials their opinions on legislation and other actions and issues; and that to preserve and maintain the integrity of the governmental decision making process, it is necessary that the identity and activities of certain persons who engage in efforts to influence covered individuals, as set forth in the Broward County Code of Ordinances, Section 1-19, Code of Ethics for Elected Officials, be publicly and regularly disclosed.

Q. What is lobbying?

A. "Lobbying" or "Lobbying Activities" shall be defined as in the Broward County Code of Ordinances, Section 1-19, Code of Ethics for Elected Officials.

"Lobbying" or "Lobbying Activities" means a communication, by any means, from a lobbyist to a covered individual regarding any item that will foreseeably be decided by a final decision-making authority, which communication seeks to influence, convince, or persuade the covered individual to support or oppose the item. Lobbying does not include communications:

a. Made on the record at a duly-noticed public meeting or hearing; or

b. From an attorney to an attorney representing Broward County or any municipality within Broward County regarding a pending or imminent judicial or adversarial administrative proceeding against Broward County or against any municipality within Broward County.

Q. What is a lobbyist?

A. "Lobbyist" shall be defined as in the Broward County Code of Ordinances, Section 1-19, Code of Ethics for Elected Officials.

"Lobbyist" means a person who is retained, with or without compensation, for the purpose of lobbying, or a person who is employed by another person or entity, on a full-time or part-time basis, principally to lobby on behalf of that other person or entity. "Lobbyist" does not include a person who is:

a. An Elected Official, employee, or appointee of Broward County or of any municipality within Broward County communicating in his or her official capacity.

b. An individual who communicates on his or her own behalf, or on behalf of a person or entity employing the individual on a full-time or part-time basis, unless the individual is principally employed by that person or entity to lobby.

c. Any employee, officer, or board member of a homeowners' association, condominium association, or neighborhood association when addressing, in his or her capacity as an employee, officer, or board member of such association, an issue impacting the association or its members; or

d. Any employee, an officer, or a board member of a nonprofit public interest entity (e.g., Sierra Club, NAACP, ACLU) when addressing an issue impacting a constituent of that entity.

Q. What information are lobbyists asked to provide?

A. Every lobbyist files with the city clerk and provides under oath the following:

1. The lobbyist's full name, business address and name and nature of the business, occupation or profession.
2. The name, business address and name and nature of the business, occupation or profession of each of the lobbyist principals.
3. The general and specific subject matters that the lobbyist seeks to influence.
4. The extent of any direct business association by the lobbyist with any current elected or appointed official or employee of the city.
5. A lobbyist representing a person shall, prior to engaging in lobbying, receive appropriate written authorization from said person to lobby on that person's behalf upon a particular subject matter. A copy of the applicable documentation, including but not limited to letters, agreements, minutes, motions or other evidence of action authorizing the lobbyist to lobby on behalf of the person shall be provided to the city clerk.

Q. Is there a current listing of registered city lobbyists?

A. Yes. A current list of registered lobbyists is available on the city's website at http://www.fortlauderdale.gov/departments/city-clerk/lobbyist-registration/registered-lobbyists. The list is maintained by the city clerk's office.

Q. What is a statement of representation?

A. All persons engaging in lobbying activities must make a statement of representation at the beginning of their conversation, presentation, letter, telephone call, email or facsimile transmission or other method of communication with the city commission, city board or committee or any member thereof or the city manager or city staff, stating the name of the principal for whom he or she is lobbying.

Q. Who is not required to register as a lobbyist?

A. The following individuals do not need to register as lobbyists:

1. An Elected Official, employee, or appointee of Broward County or of any municipality within Broward County communicating in his or her official capacity;
2. An individual who communicates on his or her own behalf, or on behalf of a person or entity employing the individual on a full-time or part-time basis, unless the individual is principally employed by that person or entity to lobby;
3. Any employee, officer, or board member of a homeowners' association, condominium association, or neighborhood association when addressing, in his or her capacity as an employee, officer, or board member of such association, an issue impacting the association or its members; or
4. Any employee, an officer, or a board member of a nonprofit public interest entity (e.g., Sierra Club, NAACP, ACLU) when addressing an issue impacting a constituent of that entity.

VI. INDEMNIFICATION AND INSURANCE

Q. What is indemnification?

A. Section 2-42 of the City of Fort Lauderdale Code of Ordinances entitled “Indemnification of City Officials,” defines and covers “officials” of the city which includes board and committee members. The code outlines the guidelines under which city “officials” are indemnified in the performance of their official duties on behalf of the city in a dispute, proceeding or litigation. The code states that: The city shall promptly preserve, protect, defend, aid and assist such officials and hold them harmless from expenses, liabilities, losses counsel fees, etc.

VII. PENALTIES

Possible consequences for violation of the Sunshine Law, conflict of interest, gift and public records laws include:

1. criminal penalties for a "knowing" violation;
2. fines;
3. removal from office;
4. action taken out of the Sunshine is void (may take corrective action by rehearing the item);
5. payment of attorney fees of person seeking redress for the violation.

Appendix A

How to Conduct a Meeting – provides the script for the chair in presiding at a meeting and includes all the steps from calling the meeting to order, approval of the minutes, announcement of the rules for public participation (if applicable), announcing an item of business on the agenda and adjourning the meeting without a motion.

Motions – leads the chair (and members) through the eight steps in making and handling a motion and includes various methods of taking a vote and announcing the result of a vote.

HOW TO CONDUCT A MEETING

Order of Business	Script for Presiding Officer
Call to Order	"The meeting will come to order" -Or- "The meeting will be in order."
Opening Ceremonies (e.g. Pledge of Allegiance)	"The chair recognizes… for…"
Roll Call	"The minutes secretary [or staff liaison] will call the roll."
Approval of Minutes	"The minutes were previously distributed to all board/committee members. Are there any corrections to the minutes?" [Pause] "If there are no corrections, the minutes are approved as distributed." -Or- "Are there any additional corrections to the minutes?" [Pause] "If there are no further corrections, the minutes are approved as corrected."
Announce Rules for Public Participation (if applicable)	"Several items on the agenda for this evening are of greater than normal concern for members of the public here this evening. The chair has received several requests to permit public participation. If there is no objection, each individual from the public who wishes to speak will be permitted three minutes to speak and may not speak a second time until all who wish to speak once have spoken."
Announce an item of business on the agenda	"The first [or "next"] item on the agenda is the request from the city commission for a recommendation on…"
New Business	"Is there any new business?" "Is there any further new business?"
General Good and Welfare	"Does any member have any item of a general nature relative to the work of this board/committee that needs to be discussed?"
Announcements	"The chair or staff liaison would like to make the following announcements…Are there any other announcements?"
Adjournment	"Is there any further business?" [pause] "Since there is no further business, the meeting is adjourned."

MOTIONS

1. **MEMBER ADDRESSES THE CHAIR** Member seeks recognition by raising hand or pushing call button when no one else has the floor, and says…	"Mr. Chairman" (Madam Chairman, etc.)
2. **CHAIR RECOGNIZES MEMBER** If the member is entitled to the floor at the time, the chair recognizes him by saying…	"The chair recognizes…" (person's title, place or area he represents, or name)
3. **MEMBER MAKES MOTION** After the chair recognizes the member, the member makes the motion…(Note: The maker of the motion has the right to speak first in debate, after the chair has stated the question.)	"I move that…" (Note: not "I make a motion that…" and not "I so move…")
4. **ANOTHER MEMBER SECONDS THE MOTION** Another member without obtaining the floor or waiting for recognition says… (Note: A second merely implies that the seconder agrees that the motion should come before the meeting; not that they are in favor of the motion.)	"I second the motion." Or "I second it" or "Second"
5. **CHAIR STATES QUESTION** The chair formally places the motion before the board/committee by stating the question; that is, he repeats or states the exact motion.	"It is moved and seconded that…"
6. **DEBATE THE QUESTION** If debatable, after stating the question, the chair should turn toward the maker of the motion to see if the member wishes to be assigned the floor first in debate. Debate must be confined to the merits of the pending question.	CHAIR "Are you ready for the question?" MEMBER: "Mr. Chairman, (waits for recognition) I speak in favor of (or against) the motion…"
7. **PUTTING THE QUESTION TO VOTE** When debate appears to have closed, if no one claims the floor, the chair proceeds to put the question - that is, he/she takes the vote. Voice Vote (majority) Roll Call Vote	"The question is on the adoption of the motion to…" "Those in favor of the motion say aye… [Pause] Those opposed, say no…" "Those in favor of the adoption of this motion will, as their names are called, answer aye [or yes]; those opposed will answer no [or nay]. The secretary [or staff liaison] will call the roll."
8. **CHAIR ANNOUNCES RESULT** The chair announces the result of the vote, declares that the motion is adopted or defeated, states the effect of the vote and announces the next item of business. Voice or Roll Call Vote Two-thirds Vote (Counted)	"The ayes have it and the motion is adopted." or "The noes have it and the motion is defeated." "There are in the affirmative and in the negative. The affirmative has it and the motion is adopted." or "The negative has it and the motion is defeated." "There are in the affirmative and in the negative. There are two thirds in the affirmative and the motion is adopted." or "There are less than two thirds in the affirmative and the motion is defeated."

Appendix B

GLOSSARY OF PARLIAMENTARY AND MEETING TERMS

Introduction

Accountants have their jargon; airline pilots speak a language that is way out there; football, soccer, basketball and baseball all have rules and terms that are unique to each sport. Academic, religious, legal and scientific organizations all speak about rules and protocols unknown to most of us. Why should parliamentary procedure, which applies to them all, be any different?

Some terms are not "parliamentary" but they are important to understand because of their common usage in clubs, boards and various other organizations. Some words are new to the scene and tend to confuse the terminology generally accepted in parliamentary circles (e.g., a new meaning for "chair" and a "super" majority).

The source for most of the definitions is Robert's Rules of Order Newly Revised, 10th edition. Some definitions have been expanded with material from the Merriam-Webster online dictionary. Some definitions have been modified for use or application to municipal boards or committees and some definitions have been omitted because they do not apply.

abstain. To refrain deliberately from voting.

adopt. Formal acceptance of what a motion proposes usually established by a vote.

agenda. A list or outline of things to be done at a meeting; the most important of which is the items of business.

call (or notice) of a meeting. A written notice of the time and place for a meeting; to invite or command to meet.

call (meeting) to order. The opening action of a presiding officer or chair that officially starts a meeting.

Call or put the question to vote. A motion; a subject or point of debate or a proposition to be voted on in a meeting; the bringing of such to a vote; the specific point at issue. The "question" is whether the board/committee/assembly agrees to or will adopt the immediately pending motion.

carried. The same as "adopted."

chair. The person presiding; the station in the meeting room from which the person presides.

chairman. Means the person in the chair or the one presiding.

chairman pro tem (pro tempore). The individual appointed or elected to preside on a temporary basis. **chairperson.** A recent variant of "chairman."

con. On the negative side; against; in opposition to (as in pro and con).

consensus. General agreement; unanimity; a group decision-making process where substantial agreement is reached by all concerned parties.

custom. A long established practice considered as unwritten law.

debate. Discussion on the merits of a motion; the formal discussion on the reasons for or against a pro-posed action.

decorum. Customs of formality that are followed by the presiding officer and members of a board/ committee/assembly; propriety and good taste in conduct or appearance.

dilatory. Tending or intended to cause delay.

elect. Choose by vote for an office, position or membership.

executive session. Any meeting of a deliberative assembly, or a portion of a meeting at which the proceedings are secret.

ex officio. By virtue of an office or chairmanship held in the society or in the state or national society or federation. An ex-officio member, is an individual who is a member of boards/committees by virtue of an office held.

floor. The exclusive right to speak in a meeting.

gavel. A mallet used by a presiding officer for commanding attention or confirming an action.

general consent. A time-saving procedure whereby routine business or questions of little importance are decided/approved without putting a formal vote; a form of voting in which no objection is voiced (considered unanimous consent).

germane. Closely related to (used in relation to amendments and debate which must be germane to the motion being amended or debated).

good of the order (general good and welfare). An agenda item under which open and informal discussion is permitted on a varying range of topics related to the organization as a whole.

hearing. An open meeting of a board or committee in which members of the society have the opportunity to appear before the committee and present their views on a subject.

indecorum. Lack of decorum; a breach of order; a violation of the rules or customs of formality in a meeting.

in order. Appropriate in the current environment according to parliamentary or other rules of a society.

law. a: A binding custom or practice of a community; a rule of conduct or action prescribed or formally recognized as binding or enforced by a controlling authority; b: The whole body of such customs, practices, or rules.

legislative body. Refers to a constitutionally established public lawmaking body of representatives.

defeated motion. A motion which has been defeated.

main motion. A formal proposal by a member, in a meeting, that the board/committee take certain action; the lowest ranking of the thirteen ranking motions.



majority. More than half; a number greater than half a total.

majority vote. The basic requirement for approval of an action or choice by a deliberative board/committee; without qualification it means more than half of the votes cast by members legally entitled to vote who are present and voting.

meeting. A single official gathering of the members of a board/committee/organization in one room or area to transact business for a length of time during which there is no cessation of proceedings and the members do not separate, unless for a short recess.

member. A person who has the right to participate in a meeting and whose opinion has equal weight with other members as expressed by a vote. A member has the right to make motions, to speak in debate and to vote.

minority. The smaller in number of two groups constituting a whole; specifically: a group having less than the number of votes necessary for control.

minutes. The official record of the proceedings of a deliberative board/committee/assembly which contain mainly a record of what was done at the meeting, not what was said by the members.

Minutes secretary. City employee designated by department director or City's minutes contractor serves as the recording officer.

motion. A formal proposal for action made to a deliberative board/committee/assembly; a question.

nay. A vote against; a negative reply or vote.

negative vote. A vote against the adoption of a motion.

new business. New items of business or matters which may be brought up to a board/committee/assembly for consideration.

notice of meetings. See **call [or notice] of a meeting.**

notice of motions. See **previous notice.**

null and void. Having no legal or binding force or effect.

objection (object). A formal expression of opposition to a proposed or pending action or motion; to oppose something firmly and usually with words or arguments.

obtain the floor. Secure recognition in order to speak or to make a motion.

officer. One who holds an office of trust, authority, or command in an organization.

opening ceremony. A series of acts prescribed by protocol which immediately follow the meeting call to order and may include the Invocation, the singing of the National Anthem, the reciting of the Pledge of Allegiance, a ritual briefly recalling the objects or ideals of the organization, or the like.

opposed. To be hostile or adverse to; to be against the adoption of the pending motion.

order. The customary or prescribed mode of proceeding in debates or in the conduct of deliberative or legislative bodies, public meetings, etc., (i.e., parliamentary rules of order).

order of business. An established sequence in which certain types or classes of business are to be brought up or permitted to be introduced at sessions of a given board/committee/assembly.

out of order. A motion, request, or behavior which is in violation of the rules of an organization.

outrank. Take precedence of; to rank higher than.

parliamentarian. A consultant, commonly a professional, who advises the president and other officers, committees and members on matters of parliamentary procedure. The role of the parliamentarian during a meeting is purely an advisory and consultative one.

parliamentary authority. Any accepted manual of parliamentary law which an organization may adopt as the rules of order the organization will follow; e.g., *Robert's Rules of Order Newly Revised.*

parliamentary law. The rules and precedents governing the proceedings of deliberative assemblies and other organizations.

parliamentary procedure. A set of rules for the orderly conduct of business at meetings that allows everyone to be heard and to make decisions without confusion.

pass/passed. (with reference to a motion) The same as adopted or carried.

pending motion (pending question). A motion which has been stated by the chair but has not yet been disposed of permanently or temporarily.

personal privilege. A right or immunity granted as a peculiar benefit, advantage or favor of an individual in a society. A question of personal privilege, may relate to an incorrect record of a member's participation or to charges circulated against a member's character.

Pledge of Allegiance to the Flag of the United States of America. A solemn oath of allegiance or fidelity to the United States which forms part of many opening ceremonies of deliberative assemblies in the United States.

podium. (plural: podiums or podia) A dais especially for a presiding officer; lectern.

policy. A high-level overall plan embracing the general goals and acceptable procedures in and for a society.

preamble. Usually refers to the statement(s) of the reasons for the action being proposed in a resolution. The preamble begins with the word "Whereas".

precedence (or rank). Briefly, priority or rank of motions; the rules whereby secondary motions take precedence (may be made while a main motion or secondary motions of lower rank are pending).

precedent. Something done or said that may serve as an example or rule to authorize or justify a subsequent act of the same or an analogous kind.

preside. To exercise guidance, direction or control of a meeting; to occupy the place of authority; act as president, chairman, or moderator.

presiding officer. The person conducting a meeting; the individual who has the responsibility of exercising guidance, direction and control of a meeting of a deliberative board/committee/assembly.

prevailing side. The winning side, whether affirmative or negative.

previous notice. An announcement of intent to introduce a proposal - indicating its exact content - given at the preceding meeting or in the call of the meeting at which the proposal is to be brought up.

pro. On the affirmative side; in favor of (as in pro and con).

pro tem (pro tempore). For the time being; temporarily.

protocol. A code prescribing strict adherence to correct etiquette and precedence.

quorum. The minimum number of voting members who must be present at a meeting of a deliberative board/committee/assembly for business to be legally transacted.

rank. The same as precedence.

ratify. To approve and sanction formally. In a parliamentary sense, it means to confirm or make.

recognition. The chair's formal acknowledgment that a member is assigned the floor.

recognize. The process by which the presiding officer assigns the floor to a member for the purpose of making a motion, to speak in debate or to make a proper inquiry permitted under the rules.

regular meeting. The periodic business meeting of a permanent society, local branch or board, held at weekly, monthly, quarterly or similar intervals, for which the day should be prescribed by the bylaws and the hour should be fixed by a standing rule of the society.

resignation. The formal act of giving up one's office or position.

resolution. A main motion which either because of its importance or because of its length or complexity is presented (usually in writing) in a formal format. A resolution begins with "Resolved" and may have a preamble (begins with "Whereas") which includes a brief statement(s) of the background and/or the reasons/rational for adoption of the resolution.

Robert's Rules of Order. The most widely used manual on parliamentary procedure written by General Henry M. Robert; originally published in 1876.

Robert's Rules of Order Newly Revised. The current edition of the parliamentary manual written by General Henry M. Robert with material from his other books incorporated into the original Robert's Rules of Order.

roll call. The procedure (usually by the minutes secretary or staff liaison) of calling off a list of names (as for checking attendance).

roll call vote. The process of voting by each member responding "yea" or "nay" as their names are called by the minutes secretary or staff liaison. It has the opposite effect of a ballot vote.

RONR. Acronym for *Robert's Rules of Order Newly Revised.*

ROR. Acronym for Robert's Rules of Order Revised, editions of General Robert's manual published between 1915 and 1951.

rules of order. Refers to the written rules of parliamentary procedure; such rules relate to the orderly transaction of business in meetings and to the duties of officers in that connection.

ruling. A decision of the chair on questions of parliamentary law usually rendered in response to a point of order.

second. A verbal, sometimes written, indication made by any member of a board/committee/assembly that he agrees that a motion made should come before the meeting (not that he necessarily favors the motion).

secretary pro tem. The person elected or appointed to serve as secretary on a temporary basis, as in the case where the secretary may not be present at a meeting.

special meeting (or called meeting). A separate session of a society held at a time different from that of any regular meeting and convened only to consider one or more items of business specified in the call of the meeting.

special rules of order. Parliamentary rules adopted by an organization which it finds are needed at that moment in order to address a situation that arises and there is no existing rule to address it.

standing rules (except in the case of conventions). Rules which are related to the details of the administration of a society rather than to parliamentary procedure.

stating the question. After a motion is made and seconded the presiding officer repeats the motion so there will be no doubt what is to be considered.

subcommittee. A subdivision of a committee usually organized for a specific purpose. A sub-committee is responsible to and reports to the board/committee which organized it.

substitute motion. The motion proposed to be substituted for the pending motion.

super majority (a fairly recent term). A majority that must represent some percentage more than a simple majority (more than half), e.g., a two-thirds or a three-fifths vote.

sustain. To uphold or support as true, legal or just. When a point of order or any ruling of the chair is appealed, a presiding officer may ask the assembly to decide if the decision of the chair should stand as the judgment of the assembly. If the board/committee votes "yes," they are said to sustain the decision of the chair.

table. A colloquial term for disposing of a motion by putting it aside temporarily.

tie vote. An equal number of affirmative and negative votes; since a tie vote is not a majority, a motion requiring a majority vote for adoption is lost.



timekeeper. Appointed by the presiding officer (mostly at conventions) to monitor the time each speaker is allotted for debate.

two-thirds vote (when the term is unqualified). At least two-thirds of the votes cast by persons legally entitled to vote, excluding blanks and abstentions, at a regular or properly called meeting at which a quorum is present.

unanimous consent. A time-saving procedure whereby routine business or questions of little importance are decided/approved without taking a formal vote. See **general consent.**

undebatable motion. A motion on which discussion is not permitted.

unfinished business. Matters not completed at the previous meeting, which are included on the agenda of the current meeting.

vacancy. An office or position which has not been filled or which is otherwise not occupied by an incumbent.

vacate the chair. The process whereby the regular presiding officer leaves the chair and another individual presides.

voice vote. The process of voting by voice where an “Aye” vote indicates for or in favor and a “No” vote means against or not in favor.

vote. A formal expression of the will, or opinion, or preference of the members of an assembly in regard to a matter submitted to it.

withdraw (as a motion). To take back or remove from consideration.

yeas and nays. Another term for a roll call vote.

yield. Give precedence to; give way to. A lower ranking motion yields to a motion of higher rank.

yield the floor. When a member who has been recognized as “having the floor” finishes speaking, he is said to “yield the floor” after he sits down.

Appendix C

SAMPLE FORMS USED IN MAKING AND HANDLING MOTIONS

The summary of motions included in the tables that follow gives the standard format for making the most frequently encountered motions. The standard form for stating the motion by the chair and the chair's words for putting the question to a vote are also shown. Learn the words as presented in these steps of making and handling a motion and fellow board/committee members will begin to recognize the professionalism of your participation in the meeting.

A careful review of the rules outlined in the chart will show that some motions require a second while others do not. Most motions are debatable while others are. Not all motions are amendable. Finally, the chart shows the vote required to adopt a motion - in some cases the vote required is a majority vote and in others it is a two-thirds vote.

The motions included are not inclusive of all possible motions or of all variations in usage of those that are included. The motions that are omitted do not lend themselves to city boards or committees. A few have been modified in the manner that applies to municipal boards and committees. For the complete list of possibilities, refer to the tinted pages of Robert's Rules of Order Newly Revised.

Sample Forms Used in Making and Handling Motions				
Motion	**Rules**	**Making the Motion**	**Stating the Motion**	**Chairs Script for Putting the Question to Vote**
1. Main Motion	a. Second required b. Debatable c. Amendable d. Majority vote	"I move that…."	"It is moved and seconded that…."	"The question is on the adoption of the motion that…."
2. Adjourn, ordinary case	a. Second required b. Majority vote	"I move to adjourn."	"It is moved and seconded to adjourn."	"The question is on the adoption of the motion to
3. Adjourn, at or to a future time, or in advance of time already set	a. Second required b. Debatable c. Amendable d. Majority vote	"I move to adjourn at 4 P.M."	"It is moved and seconded to adjourn at 4 P.M."	"The question is on the adoption of the motion to adjourn at 4 P.M."
		"I move that the meeting adjourn to meet at 7 P.M. Wednesday."	"It is moved and seconded that the meeting adjourn to meet at 7 P.M. Wednesday."	"The question is on the adoption of the motion that the meeting adjourn to meet at 7 P.M. Wednesday."
		"I move to adjourn."	"It is moved and seconded to amend by adding the words…."	"The question is on the adoption of the motion to
4. Amend, a pending motion [Primary]	a. Second required b. Debatable c. Amendable d. Majority vote			
a. by adding words		"I move to amend by adding the words…"	"It is moved and seconded to amend by adding the words…"	"The question is on the adoption of the motion to amend by adding the words…"
b. by striking out words (or a paragraph)		"I move to amend by striking out the words (s)…"	"It is moved and seconded to amend by striking out the word(s)…"	"The question is on the adoption of the motion to amend by striking out the



Sample Forms Used in Making and Handling Motions				
Motion	**Rules**	**Making the Motion**	**Stating the Motion**	**Chairs Script for Putting the Question to Vote**
4. c. by striking out and inserting words (or a paragraph) d. by substitution	a. Second required b. Debatable c. Amendable d. Majority vote	"I move to amend by striking out the word(s)…and inserting the word(s)…" "I move to substitute for the pending motion the following motion."	"It is moved and seconded to amend by striking out the word(s)…and inserting the word(s)…" "It is moved and seconded to amend by substituting for the pending motion the following: [repeat proposed substitute]. The motion to substitute proposes that the motion just read shall come before the board/committee in place of the pending motion."	"The question is on the adoption of the motion to amend by striking out the word(s)…and inserting the "The question is on the adoption of the motion to substitute. The chair will read the pending motion first, then the motion proposed as a substitute. The pending motion is…"The motion proposed as a substitute is...The question is: Shall the motion last read be substituted for the pending
5. Amend an amendment of a pending motion [Secondary amendment]	a. Second required b. Debatable c. Amendable d. Majority vote	"I move to insert in the pending amendment the word… before the word…" "I move to amend the pending amendment by … [may use insert, add, strike out or strike out and insert]."	"It is moved and seconded to insert in the pending amendment the word… before the word…"	"The question is on the adoption of the motion to insert in the pending amendment the word… before the word…"
6. Appeal, general case	a. Second required b. Debatable c. Majority vote[1]	"I appeal from the decision of the chair."	"The question is: Shall the decision of the chair be sustained?" [Explain if necessary.]	"The question is: "Shall the decision of the chair be sustained?" Those in favor of sustaining the chair's decision, say *aye* … Those opposed to sustaining this decision, say *no* …" The ayes have it and the chair's decision is sustained." or "The noes have it and the chair's decision is not sustained."

[1]Majority in negative required to reverse chair's decision.

Sample Forms Used in Making and Handling Motions				
Motion	**Rules**	**Making the Motion**	**Stating the Motion**	**Chairs Script for Putting the Question to Vote**
7. Appeal, relating to indecorum, rules of speaking, priority of business…	a. Second required b. Majority vote	"I appeal from the decision of the chair."	"The question is: Shall the decision of the chair be sustained?" [Explain if necessary.]	Same as appeal, general case above.
8. Division of a Question	a. Second required b. Amendable c. Majority vote	"I move to divide the motion into two parts as follows: [specify first part] and [specify second part].	"It is moved and seconded to divide the motion so as to consider separately [first part] and [second part]."	"Without objection, the motion will be divided into two parts as follows: [first part] and [second part]."
9. Limit or Extend Limits of, on a pending question	a. Second required b. Amendable c. Two-thirds vote	"I move that debate be limited to one speech of three minutes for each member."	"It is moved and seconded that debate be limited to one speech of three minutes for each member."	"The question is on the adoption of the motion that debate be limited to one speech of three minutes for each
10. Limit or Extend Limits of Debate, for the duration of a meeting	a. Second required b. Debatable c. Amendable d. Two-thirds vote	"I move that during this meeting debate be limited to one speech of two minutes for each member."	"It is moved and seconded that during this meeting debate be limited to one speech of two minutes for each member."	"The question is on the adoption of the motion that during this meeting debate be limited to one speech of two minutes for each member."
11. Minutes, to approve (when done by a motion)	a. Second required b. Debatable c. Amendable d. Majority vote	[Normally done by unanimous consent:] "I move that the minutes be approved as read [or 'as corrected']."	"It is moved and seconded that minutes be approved as read."	"The question is on the adoption of the motion that the minutes be approved as read."
12. Minutes, to correct before adoption (when done by a motion)	a. Second required b. Debatable c. Amendable d. Majority vote	[Usually suggested informally and done by unanimous consent except in cases of disagreement.] "I move to amend the minutes by…"	"It is moved and seconded to amend the minutes by…"	"The question is on the adoption of the motion to amend the minutes by…"
13. Objection to the Consideration of a Question	a. Two-thirds vote	"I object to the consideration of the question."	"The consideration of the question is objected to."	"Shall the question be considered? Those in favor of considering it, say aye... those opposed to considering the question, say nay."



Sample Forms Used in Making and Handling Motions				
Motion	**Rules**	**Making the Motion**	**Stating the Motion**	**Chairs Script for Putting the Question to Vote**
14. Point of Information		"Mr. Chairman or Madam Chair, point of information." "Point of information!" "Will the member yield for a question?"	"The member will state the point."	[Chair responds with information requested, directs another member or officer to do so or asks the current speaker if he will yield for a question.]
15. Point of Order	a. Majority vote	"Point of order!"	"State your point of order." [Member explains breach of rules.] [Is ruled upon by chair unless the chair submits question to the judgment of a majority in assembly.]	"The point of order is [is not] well taken."
16. Defer to No Time Certain	a. Second required b. Debatable c. Amendable d. Majority vote	"I move that the motion be deferred to no time certain."	"It is moved and seconded that the motion be deferred to no time certain."	"The question is on the adoption of the motion that the pending question be deferred indefinitely."
17. Defer to a Time Certain (Defer Definitely), applied to a pending question	a. Second required b. Debatable c. Amendable d. Majority vote e. Two-thirds vote	"I move to defer the question to the next meeting." "I move to defer the question until after [some event in this meeting.]"	"It is moved and seconded to defer the question to the next meeting." "It is moved and seconded to defer the question until after [some event in this meeting]."	"The question is on the adoption of the motion to defer the question to the next meeting." "The question is on the adoption of the motion to defer the question until after [some

Sample Forms Used in Making and Handling Motions				
Motion	**Rules**	**Making the Motion**	**Stating the Motion**	**Chairs Script for Putting the Question to Vote**
18. Previous Question (immediately to close debate and making of subsidiary motions except the motion to Table)	a. Second required b. Two-thirds vote	"I move the previous question." [Unqualified, applies only to the immediately pending question.]	"The previous question is moved."	"Those in favor of ordering the previous question, say aye…"
		"I move the previous question on all pending motions." [Qualified, unlimited application]	"The previous question is moved on all pending motions."	"Those in favor of ordering the previous question on all pending motions, say aye…"
		"I move the previous question on the motion to [name motion] and its pending amendments." [Qualified, but limited]	"The previous question is moved on the motion to [name motion] and its pending amendments."	"Those in favor of ordering the previous question on the motion to [name motion] and its pending amendments, say
				[announcing the result of the vote: "There are two thirds in the affirmative and the previous question is ordered on…" or "There are less than two-thirds in the affirmative and the motion for the previous question is defeated. The question is now on…"]
19. Ratify	a. Second required b. Debatable c. Amendable d. Majority vote	"I move that the action of [individual, officer or committee] on [give specifics] … be ratified."	"It is moved and seconded that the action of [individual, officer or committee] on [repeat specifics] be ratified."	"The question is on the adoption of the motion that the action of [individual, officer or committee] on [repeat specifics]
20. Recess, if moved while business is pending	a. Second required b. Amendable c. Majority vote	"I move to recess for ten minutes."	"It is moved and seconded to recess for ten minutes."	"The question is on the adoption of the motion to recess for ten minutes."
		"I move to recess until called to order by the chair."	"It is moved and seconded to recess until called to order by the chair."	"The question is on the adoption of the motion to recess until called to order by



Sample Forms Used in Making and Handling Motions				
Motion	**Rules**	**Making the Motion**	**Stating the Motion**	**Chairs Script for Putting the Question to Vote**
21. Reconsider	a. Second required b. Debatable c. Majority vote	"I move to reconsider the vote on the motion relating to… I voted for [or "against"] the motion."	"It is moved and seconded to reconsider the vote on the motion relating to…"	"The question is on the adoption of the motion to reconsider the vote on the [If reconsider is adopted:] "The question is now on the motion relating to… which is…"
22. Withdraw or Modify a Motion, to grant maker permission to, after motion has been stated by the chair	a. Second required b. Debatable c. Majority vote	[Usually done by unanimous consent. When done by a motion:]		

FORM 1 STATEMENT OF FINANCIAL INTERESTS 2020

Please print or type your name, mailing address, agency name, and position below:

FOR OFFICE USE ONLY:

LAST NAME -- FIRST NAME -- MIDDLE NAME :

MAILING ADDRESS :

CITY : ZIP : COUNTY :

NAME OF AGENCY :

NAME OF OFFICE OR POSITION HELD OR SOUGHT :

CHECK ONLY IF ❑ CANDIDATE OR ❑ NEW EMPLOYEE OR APPOINTEE

**** THIS SECTION MUST BE COMPLETED ****

DISCLOSURE PERIOD:

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2020.

MANNER OF CALCULATING REPORTABLE INTERESTS:

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING **(must check one)**:

❑ **COMPARATIVE (PERCENTAGE) THRESHOLDS** OR ❑ **DOLLAR VALUE THRESHOLDS**

PART A -- PRIMARY SOURCES OF INCOME [Major sources of income to the reporting person - See instructions]
(**If you have nothing to report, write "none" or "n/a")**

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY

PART B -- SECONDARY SOURCES OF INCOME
[Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions]
(**If you have nothing to report, write "none" or "n/a")**

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE

PART C -- REAL PROPERTY [Land, buildings owned by the reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")

You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.

FILING INSTRUCTIONS for when and where to file this form are located at the bottom of page 2.

INSTRUCTIONS on who must file this form and how to fill it out begin on page 3.

(Continued on reverse side)

PART D — INTANGIBLE PERSONAL PROPERTY [Stocks, bonds, certificates of deposit, etc. - See instructions]
(If you have nothing to report, write "none" or "n/a")

TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES

PART E — LIABILITIES [Major debts - See instructions]
(If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR	ADDRESS OF CREDITOR

PART F — INTERESTS IN SPECIFIED BUSINESSES [Ownership or positions in certain types of businesses - See instructions]
(If you have nothing to report, write "none" or "n/a")

	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
NAME OF BUSINESS ENTITY		
ADDRESS OF BUSINESS ENTITY		
PRINCIPAL BUSINESS ACTIVITY		
POSITION HELD WITH ENTITY		
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS		
NATURE OF MY OWNERSHIP INTEREST		

PART G — TRAINING For **elected municipal officers, appointed school superintendents, and commissioners of a community redevelopment agency** created under Part III, Chapter 163 required to complete annual ethics training pursuant to section 112.3142, F.S.

☐ **I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.**

IF ANY OF PARTS A THROUGH G ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE ☐

SIGNATURE OF FILER:

Signature:

_____

Date Signed:

_____

CPA or ATTORNEY SIGNATURE ONLY

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, _____, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: _____

Date Signed: _____

FILING INSTRUCTIONS:

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location. To determine what category your position falls under, see page 3 of instructions.

Local officers/employees file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.) Form 1 filers who file with the Supervisor of Elections may file by mail or email. Contact your Supervisor of Elections for the mailing address or email address to use. Do not email your form to the Commission on Ethics, it will be returned.

State officers* or *specified state employees who file with the Commission on Ethics may file by mail or email. To file by mail, send the completed form to P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Rd, Bldg E, Ste 200, Tallahassee, FL 32303. To file with the Commission by email, scan your completed form and any attachments as a pdf (do not use any other format), send it to CEForm1@leg.state.fl.us and retain a copy for your records. Do not file by both mail and email. Choose only one filing method. Form 6s will not be accepted via email.

Candidates file this form together with their filing papers.

MULTIPLE FILING UNNECESSARY: A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

WHEN TO FILE: ***Initially***, each local officer/employee, state officer, and specified state employee must file ***within 30 days*** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2020.

NOTICE

Annual Statements of Financial Interests are due July 1. If the annual form is not filed or postmarked by September 1, an automatic fine of $25 for each day late will be imposed, up to a maximum penalty of $1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding $10,000. [s. 112.317, F.S.]

WHO MUST FILE FORM 1:

1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.

4) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.

5) Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.

6) Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

7) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding $35,000 for the local governmental unit.

8) Officers and employees of entities serving as chief administrative officer of a political subdivision.

9) Members of governing boards of charter schools operated by a city or other public entity.

10) Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

11) The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.

12) The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.

13) Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.

14) The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

15) State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding $35,000.

16) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

INSTRUCTIONS FOR COMPLETING FORM 1:

INTRODUCTORY INFORMATION (Top of Form): If your name, mailing address, public agency, and position are already printed on the form, you do not need to provide this information unless it should be changed. To change any of this information, write the correct information on the form, and contact your agency's financial disclosure coordinator. You can find your coordinator on the Commission on Ethics website: www.ethics.state.fl.us.

NAME OF AGENCY: The name of the governmental unit which you serve or served, by which you are or were employed, or for which you are a candidate.

DISCLOSURE PERIOD: The "disclosure period" for your report is the calendar year ending December 31, 2020.

OFFICE OR POSITION HELD OR SOUGHT: The title of the office or position you hold, are seeking, or held during the disclosure period even if you have since left that position. If you are a candidate for office or are a new employee or appointee, check the appropriate box.

PUBLIC RECORD: The disclosure form and everything attached to it is a public record. Your Social Security Number is not required and you should redact it from any documents you file. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address is exempt from disclosure, the Commission will maintain that confidentiality if you submit a written request.

MANNER OF CALCULATING REPORTABLE INTEREST

Filers have the option of reporting based on either thresholds that are comparative (usually, based on percentage values) or thresholds that are based on absolute dollar values. The instructions on the following pages specifically describe the different thresholds. Check the box that reflects the choice you have made. You must use the type of threshold you have chosen for each part of the form. In other words, if you choose to report based on absolute dollar value thresholds, you cannot use a percentage threshold on any part of the form.

IF YOU HAVE CHOSEN DOLLAR VALUE THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(b)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded $2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony, but not child support.

Examples:

— If you were employed by a company that manufactures computers and received more than $2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded $2,500, list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded $2,500, list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and bonds, list each individual company from which you derived more than $2,500. Do not aggregate all of your investment income.

— If more than $2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than $2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); ***and,***

(2) You received more than $5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than $5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

PART C — REAL PROPERTY

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

PART D — INTANGIBLE PERSONAL PROPERTY

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than $10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product *contained in* a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than $10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A “contingent liability” is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a “co-maker” and are jointly liable or jointly and severally liable, then it is not a contingent liability.

PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145(6), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer, appointed school superintendent, or a commissioner of a community redevelopment agency created under Part III, Chapter 163 whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

IF YOU HAVE CHOSEN COMPARATIVE (PERCENTAGE) THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s), but income from these public sources should be included when calculating your gross income for the disclosure period. The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should include all of that income when calculating your gross income and disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded 5% of the gross income received by you in your own name or by any other person for your benefit or use during the disclosure period.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony, but not child support.

Examples:

— If you were employed by a company that manufactures computers and received more than 5% of your gross income from the company, list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded 5% of your gross income, then list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded 5% of your total gross income, list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and bonds, list each individual company from which you derived more than 5% of your gross income. Do not aggregate all of your investment income.

— If more than 5% of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser’s name, address, and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than 5% of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD’s, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A, "Primary Sources of Income," if it meets the reporting threshold. You will ***not*** have anything to report ***unless*** during the disclosure period:

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); ***and,***

(2) You received more than 10% of your gross income from that business entity; ***and,***

(3) You received more than $1,500 in gross income from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity’s gross income (computed on the basis of the business entity’s most recently completed fiscal year), the source’s address, and the source’s principal business activity.

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than 10% of your gross income—an amount that was more than $1,500. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the thresholds listed above. You should list each tenant of the mall that provided more than 10% of the partnership's gross income, and the tenant's address and principal business activity.

PART C — REAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes, if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

PART D — INTANGIBLE PERSONAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than 10% of your total assets, and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product *contained in* a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CD's and savings accounts with the same bank.

Calculations: To determine whether the intangible property exceeds 10% of your total assets, total the fair market value of all of your assets (including real property, intangible property, and tangible personal property such as jewelry, furniture, etc.). When making this calculation, do not subtract any liabilities (debts) that may relate to the property. Multiply the total figure by 10% to arrive at the disclosure threshold. List only the intangibles that exceed this threshold amount. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number which can be found on the lease document). Property that is only jointly owned property should be valued according to the percentage of your joint ownership. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. None of your calculations or the value of the property have to be disclosed on the form.

Example: You own 50% of the stock of a small corporation that is worth $100,000, the estimated fair market value of your home and other property (bank accounts, automobile, furniture, etc.) is $200,000. As your total assets are worth $250,000, you must disclose intangibles worth over $25,000. Since the value of the stock exceeds this threshold, you should list "stock" and the name of the corporation. If your accounts with a particular bank exceed $25,000, you should list "bank accounts" and bank's name.

PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed any amount that, at any time during the disclosure period, exceeded your net worth. You are not required to list the amount of any debt or your net worth. You do not have to disclose: credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, it is not a contingent liability.

Calculations: To determine whether the debt exceeds your net worth, total all of your liabilities (including promissory notes, mortgages, credit card debts, judgments against you, etc.). The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. Subtract the sum total of your liabilities from the value of all your assets as calculated above for Part D. This is your "net worth." List each creditor to whom your debt exceeded this amount unless it is one of the types of indebtedness listed in the paragraph above (credit card and retail installment accounts, etc.). Joint liabilities with others for which you are "jointly and severally liable," meaning that you may be liable for either your part or the whole of the obligation, should be included in your calculations at 100% of the amount owed.

Example: You owe $15,000 to a bank for student loans, $5,000 for credit card debts, and $60,000 (with spouse) to a savings and loan for a home mortgage. Your home (owned by you and your spouse) is worth $80,000 and your other property is worth $20,000. Since your net worth is $20,000 ($100,000 minus $80,000), you must report only the name and address of the savings and loan.

PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145, F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with, the types of businesses listed above. You are required to make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer, appointed school superintendent, or a commissioner of a community redevelopment agency created under Part III, Chapter 163 whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

APPENDIX G: Absence Letter Template

(DATE)

Dear X:

We noticed you were absent from the last (NAME OF ADVISORY BOARD) meeting held (DATE OF BOARD MEETING).

According to Resolution 08-12 of the City of Fort Lauderdale, if any one of the following occurs, an automatic resignation of that board member occurs:

1. a board or committee member is absent from three consecutive regular meetings during a term year;

2. a board or committee member is absent from four regular meetings during a term year; or from one-third of the total regular meetings in a term year, whichever is greater

Our records show that your absence at the past meeting was (YOUR THIRD CONSECUTIVE ABSENCE IN THIS TERM YEAR OR YOUR FOURTH ABSENCE FROM REGULAR MEETINGS IN THIS TERM YEAR, OR ONE-THIRD OF THE TOTAL REGULAR MEETINGS IN THIS TERM YEAR, WHICHEVER IS GREATER).

The resignation is automatic. There are no excused absences provided in the regulation. However, if there are good reasons for your absences, it may be possible for you to be reinstated.

The City Commission, City staff, and your fellow board members believe you are an integral part of this board, and we are certain there is a valid explanation for your absences. If you would like to be considered for reinstatement, please explain in writing the reason for the absences and forward it to (STAFF LIAISON). Your information will be provided to the Board and City Commission. I will advise you of the City Commission's decision.

If you have any questions or require further information, please feel free to contact me at (STAFF LIAISON PHONE) or the City Clerk, Jeffrey A. Modarelli at 828-5006.

Sincerely,

STAFF LIAISON

C: NAME OF BOARD CHAIR

Jeffrey A. Modarelli, City Clerk

APPENDIX H: Annual Information Update Form

ADVISORY BOARD AND COMMITTEE INFORMATION UPDATE FORM 2021

☐ **My information has remained the same and requires no change**

If ADDRESS/PHONE/EMAIL changes have occurred, please update below:

PREVIOUS ADDRESS/PHONE/EMAIL:

ADDRESS: _____

ADDRESS LINE 2: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ EMAIL: _____

- - - -

APPENDIX I: Telephonic Resolution 20-214

RESOLUTION NO. 20-214

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, REVISING AND CONSOLIDATING POLICIES FOR ABSENT CITY COMMISSION AND BOARD AND COMMITTEE MEMBERS TO PARTICIPATE IN MEETINGS THROUGH COMMUNICATIONS TECHNOLOGY, RESCINDING RESOLUTION NO. 12-84, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 06-101 adopted on June 20, 2006, the City Commission established a policy for absent City Commission members to participate in meetings through electronic communications media technology; and

WHEREAS, pursuant to Resolution No. 10-198 adopted on July 7, 2010, the City Commission established a policy for absent City advisory board and committee members to participate in meetings through electronic communications media technology;

WHEREAS, pursuant to Resolution No. 12-84 adopted on May 1, 2012, the City Commission revised and consolidated policies for absent City Commission and Board and Committee Members to participate in meetings through communications technology;

WHEREAS, the City Commission desires to rescind and replace Resolution No. 12-84 by further revising its policy regarding participation in meetings by absent City Commission and Board and Committee Members through communications technology;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That Resolution No. 12-84 is hereby rescinded.

SECTION 2. That the City Commission hereby revises and consolidates its policies for absent members of the City Commission and the City's Boards and Committees to participate in meetings through communications technology as follows:

A member who is physically absent from a city commission, board or committee meeting may participate through the use of communications technology if:

1. The cause for the absence is an extraordinary circumstance as determined by the City Commission. The City Commission has determined that physical absences for the following reasons constitute extraordinary circumstances:

a. During local states of emergency declared by the City Commission or Mayor pursuant to Section 2-274, Code of Ordinances, or states of emergency declared by Broward County, the Governor of the State of Florida, or the Federal government;

b. Physical disability, illness or medical treatment of the member;

c. Matters related to death or illness in the member's family;

d. The member is out of Broward County for business purposes, only to be exercised once per fiscal year;

e. The member is on City business;

f. The member is on vacation, only to be exercised once per fiscal year.

2. Except during states of emergency pursuant to Subsection 1(a) of this Section, it is not a quasi-judicial proceeding or matter requiring a public hearing by law or ordinance.

3. Except during states of emergency pursuant to Subsection 1(a) of this Section, there is a quorum physically present at the meeting.

4. There is a communication system that allows the absent member to hear and talk to other members and the public, and view materials or exhibits presented during the meeting. Additionally, the system must enable the public and members present to hear and talk to the absent member.

5. If possible, notice that a city commission member will be absent must be given in writing to the city clerk at least seven days before the meeting and included on the posted notice. Less notice can be given in case of emergency. The member's notice must specify the extraordinary circumstance resulting in the absence.

6. Written notice that a board or committee member will be absent from a meeting must be given to the city clerk at least seven days prior to such meeting and included on the posted notice for the meeting. In the event of an emergency that makes it impossible to provide notice at least seven days prior to the meeting, written notice shall be provided to the city clerk at least 24 hours prior to the scheduled meeting. Except for states of emergency pursuant to Subsection 1(a) of this Section, at the beginning of such meeting, the board or committee shall determine by vote whether the event constitutes an emergency. If the board or committee finds that such event does not constitute an emergency, then the member will not be allowed to participate through

the use of communications technology. The member's notice must specify the extraordinary circumstance resulting in the absence.

SECTION 3. That all resolutions or parts of resolutions in conflict herewith, be and the same are hereby repealed.

SECTION 4. That this Resolution shall be in full force and effect immediately upon its adoption.

ADOPTED this 5th day of November, 2020.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
JEFFREY A. MODARELLI

GENERAL DISCUSSION & COMMENTS

Seemee Callier

From: Seemee Callier
Sent: Tuesday, November 16, 2021 9:03 AM
Cc: Patricia Jolly
Subject: Communication to the ITFAC

Good Morning ITFAC Members,

In accordance with the Florida State Sunshine Laws, please review the communication from ITFAC Vice Chair Peter Partington below.

Also, James LaBrie is a new appointment to the Committee.
Mr. LaBrie is a board member of the Poinsettia Heights Civic Association and serves as a volunteer member on the Equality Florida Broward Steering Committee.
He will attend the December 6, 2021 meeting.

*****Please Note that as members of the committee, two-way communication between members is prohibited by Sunshine Law. Do not reply to any committee member. Discussion should take place at a scheduled committee meeting.*****

Thank you,

Seemee Callier | Senior Administrative Assistant
Public Works Dept. - Engineering
100 N. Andrews Ave, 4th Floor
Fort Lauderdale, FL 33301
Phone: 954-828-4021 | Fax: 954-828-5074





Under Florida law, most e-mail messages to or from City of Fort Lauderdale employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the City, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

Hi Seemee.
Would you please forward this email to the ITF members.

Here are two links to information the City Manager recently provided to the City Commission (for ITF members possible interest):

1. Advanced water metering update:
https://www.fortlauderdale.gov/home/showpublisheddocument/63618/637721505957920581

2. Water and Wastewater Consent Orders Update:
https://www.fortlauderdale.gov/home/showpublisheddocument/63614/637721505941826624

Thank you.

CITY OF
FORT LAUDERDALE

All-America City

Memorandum

Memorandum No: 21-092

Date: October 4, 2021

To: Honorable Mayor and Commissioners

From: Chris Lagerbloom, ICMA-CM, City Manager

Re: **Advanced Metering Infrastructure (AMI) Update**

The FY2022 Community Investment Plan (CIP) proposes providing $30,000,000 of funding for a Citywide implementation of Advanced Metering Infrastructure (AMI). AMI refers to using a system of water meters, technical hardware, communication network, and software that allows the capability to provide real-time monitoring of water use by end users. Shifting to an AMI system may offer many benefits including improved accuracy of water meter readings, the opportunity for customers to receive automated alerts for leaks and monitor their own usage, and the elimination of costs for manual water meter reading. Early in 2021, the City Commission was briefed on a pilot program to evaluate AMI solutions. During the planning and development of the pilot program, the Public Works staff refocused the project and determined the most effective and efficient path forward is to abandon the pilot project and instead, proceed with the CIP project by developing a Citywide AMI solution through a standard procurement process.

Since the Commission approved CIP funding for this project in FY22, staff recommends (1) foregoing the pilot project; (2) retaining a consultant to assist with developing a Request for Proposal (RFP) for Citywide AMI; and (3) preparing and issuing an RFP for procurement of a Citywide AMI system.

Staff believes that the proposed path forward will provide the timeliest progress and the greatest overall benefit to the City and its neighbors.

Estimated Project Timeline			
Task #	**Task**	**Task duration**	**Target completion date**
1	Procurement of AMI Consultant	6 months	Mar 2022
2	Development and award of citywide AMI RFP; concurrent with soliciting funding	12 months	Mar 2023
3	Citywide installation	30 months	Sept 2025

If you have any questions or would like to discuss further, Director Alan Dodd, or myself are available to discuss.

c: Tarlesha W. Smith, Esq., Assistant City Manager
Greg Chavarria, Assistant City Manager
Alain E. Boileau, City Attorney
Jeffrey A. Modarelli, City Clerk
John C. Herbst, City Auditor
Department Directors
CMO Managers

CITY OF
FORT LAUDERDALE

All-America City

Memorandum

Memorandum No: 21-095

Date: September 28, 2021

To: Honorable Mayor and Commissioners

From: Chris Lagerbloom, ICMA-CM, City Manager

Re: Water and Wastewater Consent Orders Update

In response to Commissioner Sorensen's request for an update on the Water and Wastewater Consent Orders, staff has compiled the attached status updates. The data captured for the Water Consent Order as of September 14, 2021, and the Wastewater Consent Order as of September 1, 2021.

Should you require additional information, please contact Alan Dodd, Public Works Director at ADodd@fortlauderdale.gov.

Attachments:
Exhibit 1: Water Consent Order Status Update
Exhibit 2: Wastewater Consent Order Update

c: Tarlesha W. Smith, Esq., Assistant City Manager
Greg Chavarria, Assistant City Manager
Alain E. Boileau, City Attorney
Jeffrey A. Modarelli, City Clerk
John C. Herbst, City Auditor
Department Directors
CMO Managers

Commission Memo 21-095
Exhibit 1

City of Fort Lauderdale Water Consent Order (CO) Status
OGC File No. #19-1637
September 14, 2021

Item No.	CO Paragraph	Project / Item	Completion Date			Status
			Required	Scheduled	Actual	
1	5a	Submit a Preventative Maintenance Plan (PMP)	9/22/2020	-	9/21/2020	PMP completed, and accepted by FDEP on 10/16/2020.
2	5b	Implement the Preventative Maintenance Plan	1/1/2021	-	8/10/2020	Implementation began before January 1, 2021 as required. Implementation is ongoing as planned.
3	5c	Exercise 100% of Source Water Line Valves in Year 1	8/10/2021	-	7/30/2021	100% of valves exercised.
4	5c	Submit an Annual Report showing the number of source water line valves exercised in Year 1	9/10/2021	-	9/9/2021	Report completed and submitted to FDEP on 9/9/2021 ahead of deadline.
5	5c	Exercise 20% of the Water Distribution System Valves per PMP in Year 2	8/10/2022	8/10/2022	-	Operations began exercising valves for the next annual period on 8/10/2021.
6	5c	Submit an Annual Report showing the number of water line valves exercised in Year 2	9/10/2022	9/10/2022	-	On Schedule
7	5c	Exercise 20% of the Water Distribution System Valves per PMP in Year 3	8/10/2023	8/10/2023	-	On Schedule
8	5c	Exercise 20% of the Water Distribution System Valves per PMP in Year 4	8/10/2024	8/10/2024	-	On Schedule
9	5c	Exercise last 20% of the Water Distribution System Valves per PMP in Year 5	8/10/2025	8/10/2025	-	On Schedule
10	5d	Submit a plan to develop a complete map of the existing water supply network	9/22/2020	-	9/21/2020	Mapping plan completed, and accepted by FDEP on 10/16/2020.
11	5e	Complete all mapping and certify to the Department in writing	7/24/2023	7/24/2023	-	Under evaluation for funding. Solicitation submitted by staff to management for approval and further direction as needed. Procurement of services under way.
12	9	Implement an In-Kind Penalty Project: Hector Park Stormwater Improvements Project (water quality)	7/24/2021	-	4/17/2021	Substantial completion was reached on April 17, 2021.

Commission Memo 21-095
Exhibit 2

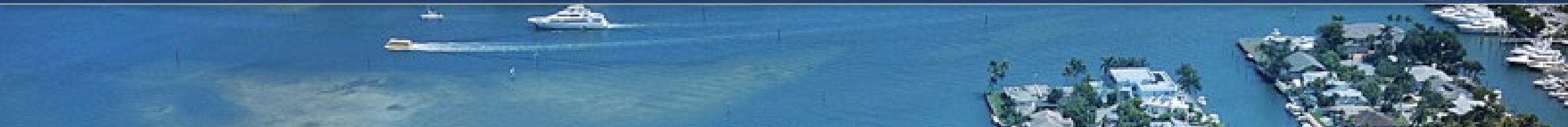
CONSENT ORDER PROGRESS MEETING

September 1, 2021 – 3:00 pm

CITY OF FORT LAUDERDALE

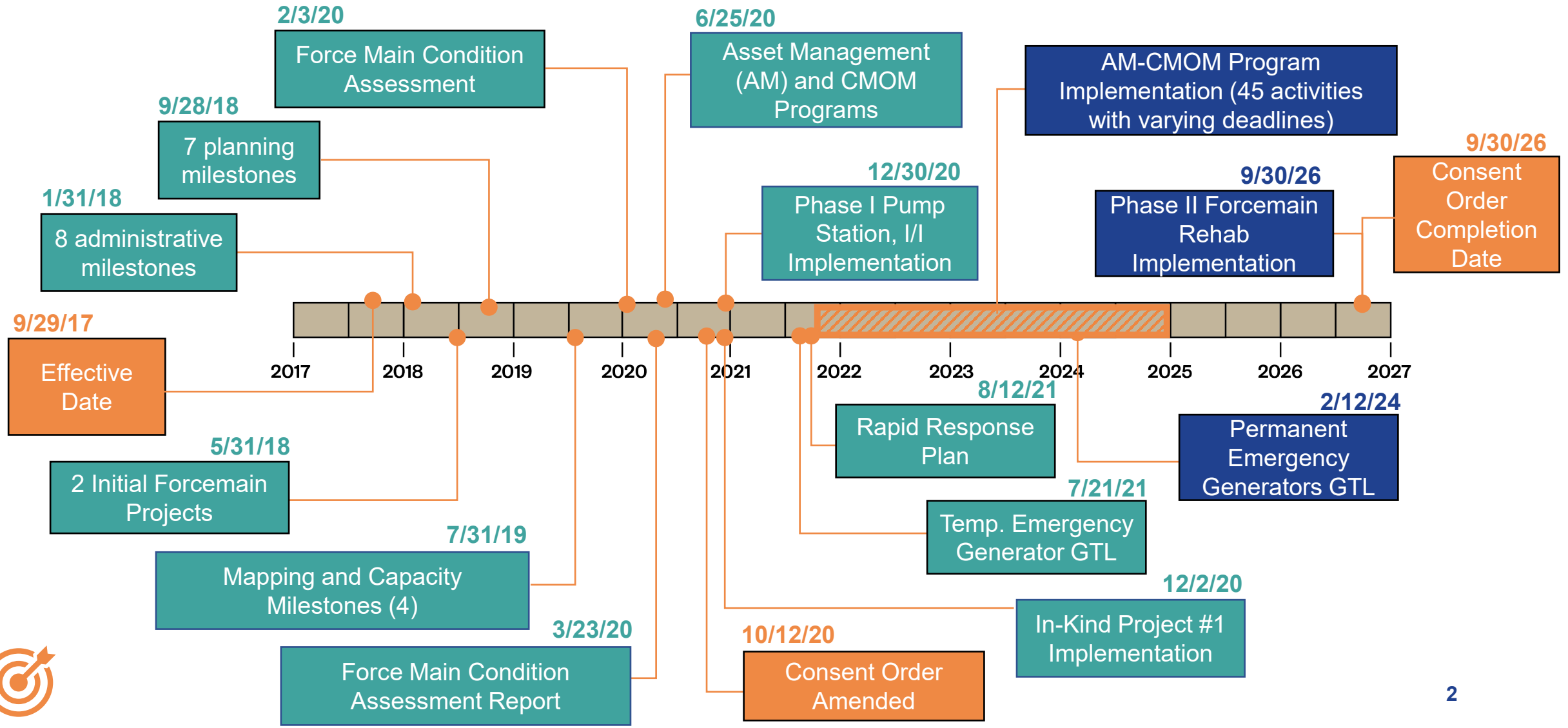


Presented by: **Brandy Leighton, PE**
City of Fort Lauderdale
Senior Project Manager



Key Milestones and Targets

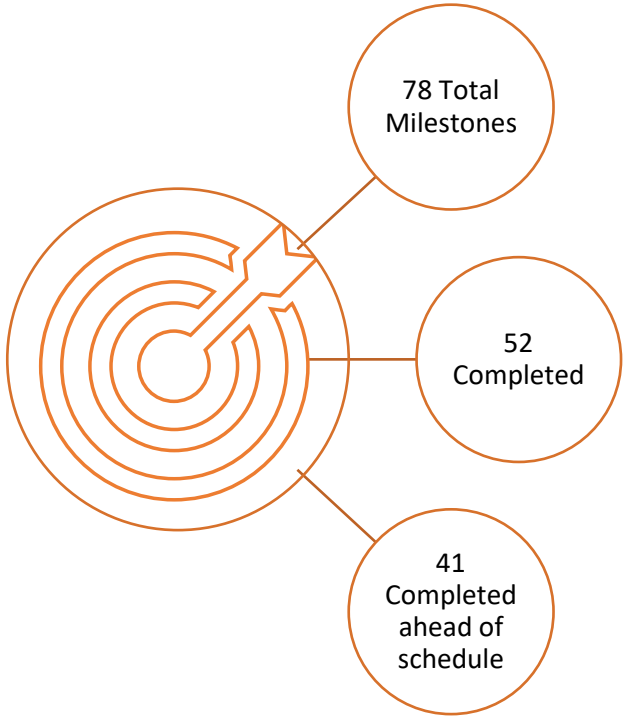
CITY OF FORT LAUDERDALE



Milestones Achieved Since Last Update

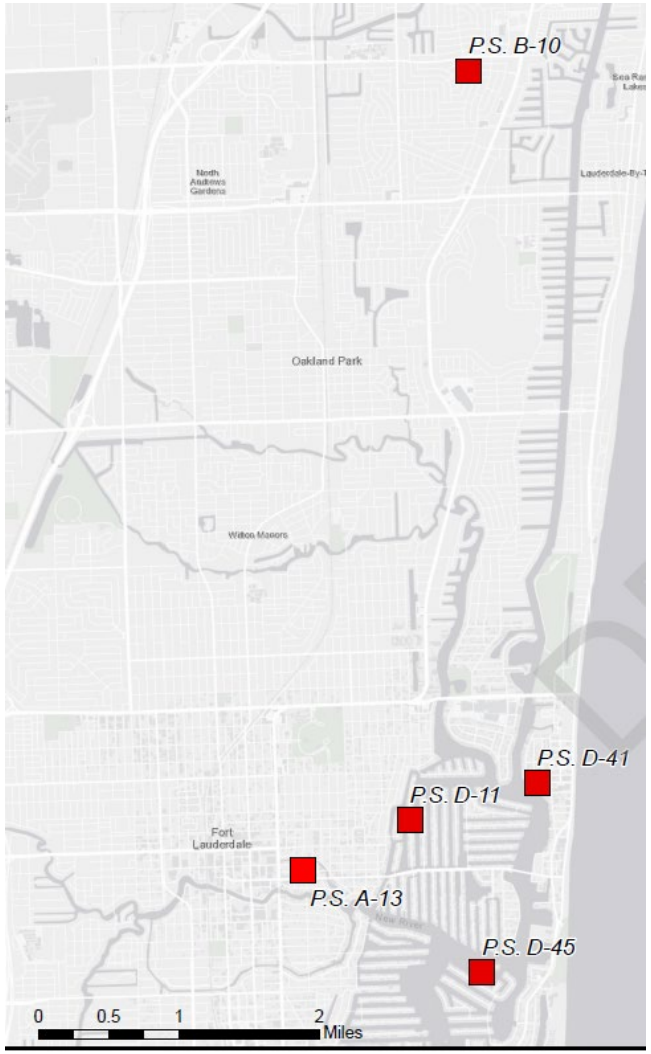
CITY OF FORT LAUDERDALE

Milestones	Due Date	Date Completed
Corrective Actions Completed		
Temporary Emergency Generator at GTL WWTP	7/12/21	6/29/21
2021 Semi-Annual Report No. 1	7/31/21	7/30/21
Rapid Response Plan	8/12/21	8/11/21
Notifications of Substantial Completions Letters		
Redundant Sewer Force Main South	9/30/26	8/9/21
Temporary Generator at GTL WWTP	7/12/21	7/9/21



Phase 1 Pump Stations Project Highlights

CITY OF FORT LAUDERDALE

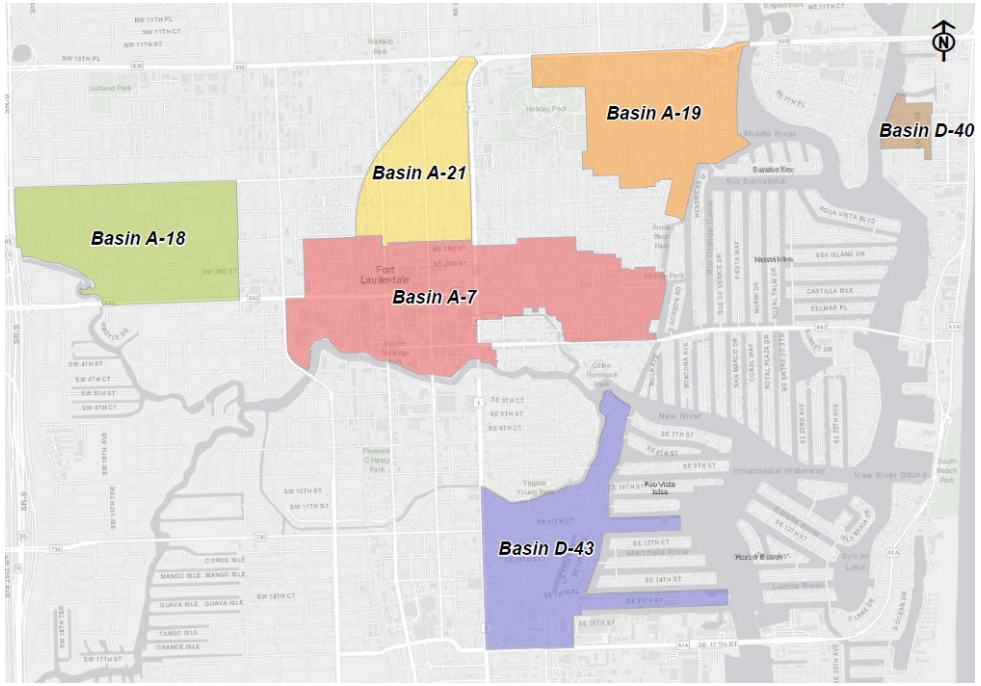


Pump Stations (CO Para 6c)

Project No.	Project Name	Description	Completion Date			Percent Complete
			Required (CO)	Scheduled	Actual	
P11879	Pump Station B-10 Rehabilitation	Rehabilitate pump station B-10	9/30/2020	-	10/23/2018	100%
P11881	Pump Station D-45 Replacement	Replace pump station D-45	9/30/2020	-	8/3/2018	100%
P12124	Central Beach Alliance Pump Station Replacement (D-41)	Replace pump station # D-41	9/30/2020	-	10/16/2018	100%
P12133	A-13 Sewer Redirection - East of Federal Highway	Redirect sewer East of Federal Highway on Broward Blvd. to new Pump Station A-13	9/30/2020	-	3/27/2020	100%
P12202	Lift Station D-11 Flow Analysis & Redesign	Flow analysis and design for pump station rehabilitation	9/30/2020	-	9/10/2019	100%

Phase 1 I&I Project Highlights

CITY OF FORT LAUDERDALE



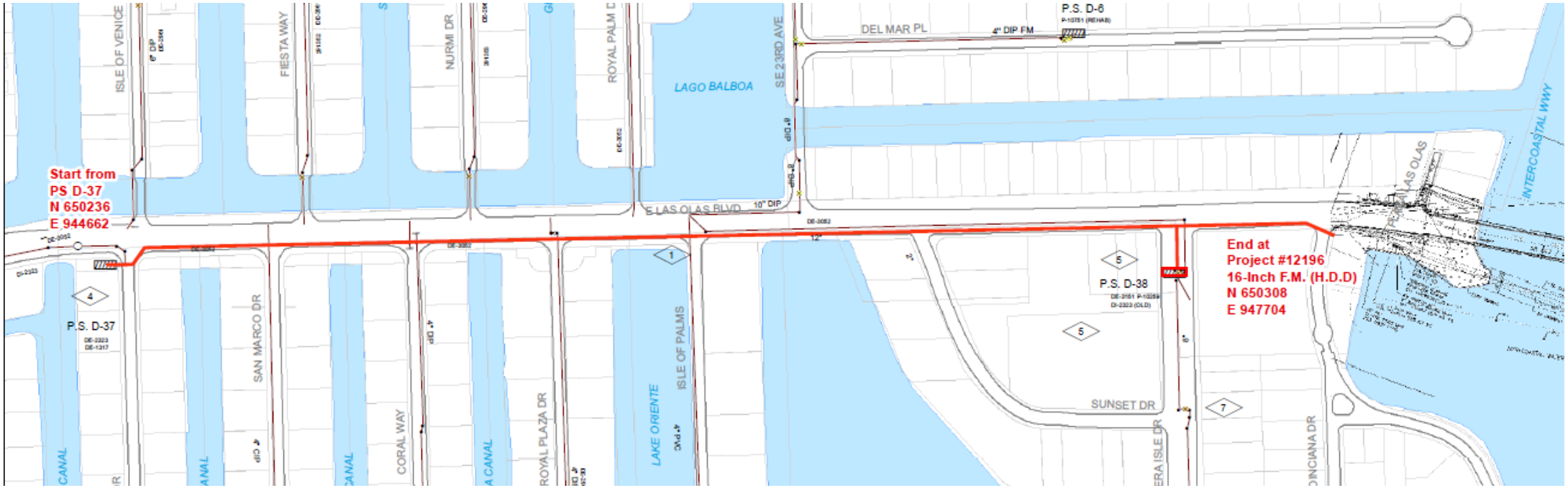
SSES/ Infiltration and Inflow (CO Para 6d)

Project No.	Project Name	Description	Completion Date			Percent Complete
			Required (CO)	Scheduled	Actual	
P11563	Victoria Park Sewer Basin A-19 Rehab	Rehabilitate main line sewers, manholes, and service laterals to reduce infiltration and inflow.	12/30/20	7/2/20	9/28/20	100%
P11566	Rio Vista Sewer Basin Rehab PS D-43		12/30/20	11/24/20	12/7/20	100%
P11991	Downtown Sewer Basin PS A-7 Rehabilitation		12/30/20	11/30/20	12/7/20	100%
P12001	Sewer Basin D-40 Rehab		9/30/20	-	12/1/17	100%
P12049	Flagler Heights Sewer Basin A-21 Laterals		12/30/20	11/30/20	12/7/20	100%
P12055	Basin A-18 Sanitary Sewer Collection System Rehabilitation		12/29/20	11/30/20	12/7/20	100%

In-Kind Project #1

CITY OF FORT LAUDERDALE

Project No.	Project Name	Description	Completion Date			Percent Complete
			Required (CO)	Scheduled	Actual	
P12390	Phase II Las Olas Blvd. Force Main Replacement and Modifications to Pump Station D-38	Replace approx. 3,100 feet of force main on Las Olas Boulevard from Lido Drive to Merle Fogg Park and upgrade Pump Station D-38's wet well, electrical panels, and pumps.	12/2020	9/22/20	11/30/20	100%



Phase II Force Main Projects

CITY OF FORT LAUDERDALE

Project ID. In Figure	Project No.	Project Name	Completion Date			Percent Complete[2] (As of 06/30/2021)
			Required (CO)	Scheduled	Actual[1]	
1	P12383	NE 25th Avenue 24-inch Force Main Replacement	9/30/2026	3/31/2024	-	45%
2	P12384	NE 38th St 42-inch FM and NE 19th Ave 24-inch FM Replacements	9/30/2026	**4/29/2026**	-	40%
3	P12319	Emergency Repairs 30" Force Main A-Repump Station to GTL	5/31/2018	-	5/30/2018	100%
4	P12567	Redundant Sewer Force Main South	9/30/2026	9/31/2021	-	97%
5	P-TBD	Rehabilitation or Replacement of 48 to 54-inch Force Main on SE 9th and 10th Avenue to GTL WWTP	9/30/2026	**9/30/2026**	-	0%
6	P12387	Effluent Pipe 54" Force Main Replacement	9/30/2026	9/9/2025*	-	35%
7	P12388	NW 13th Street 24-inch Force Main Replacement	9/30/2026	10/15/2021	-	95%
8	P12389	18-inch FM Replacement Across the N. River from NE 9th St to N. Birch Road	9/30/2026	9/25/2021	-	96%
	Projects added to Consent Order Phase II Force Mains as recommended by the Force Main Condition Assessment Report					
9	P12352	South Middle River Force Main River Crossing	9/30/2026	-	8/5/2021	100%
10	P12413	Force Main (From Pump Station D-35 to D-36) Upsize	9/30/2026	-	3/05/2021	100%
11	P12566	Redundant Sewer Force Main North	9/30/2026	Pending Change Order	-	93%
12	PF-1	NE 36th Street Force Main Improvements	9/30/2026	-	3/20/2020	100%
13	PF-2	NE 5th Street FM Improvements Victoria park 16" Force Main Repair	9/30/2026	-	2/25/2020	100%

*The scheduled dates marked with an asterisk were roughly approximated due to a future transfer removing funds for Design-Build and Construction phases.

Non-Construction Activities

CITY OF FORT LAUDERDALE



AM and CMOM Programs

- Final (revised) version submitted to FDEP
- Implementation phase has begun



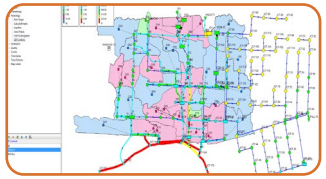
Force Main Condition Assessment Report (FCMA)

- 100% Completed as of August 2020



Sewer Mapping

- 100% of sewer system mapped and certified



Capacity Analysis

- Capacity model 100% completed
- Capacity report 100% completed

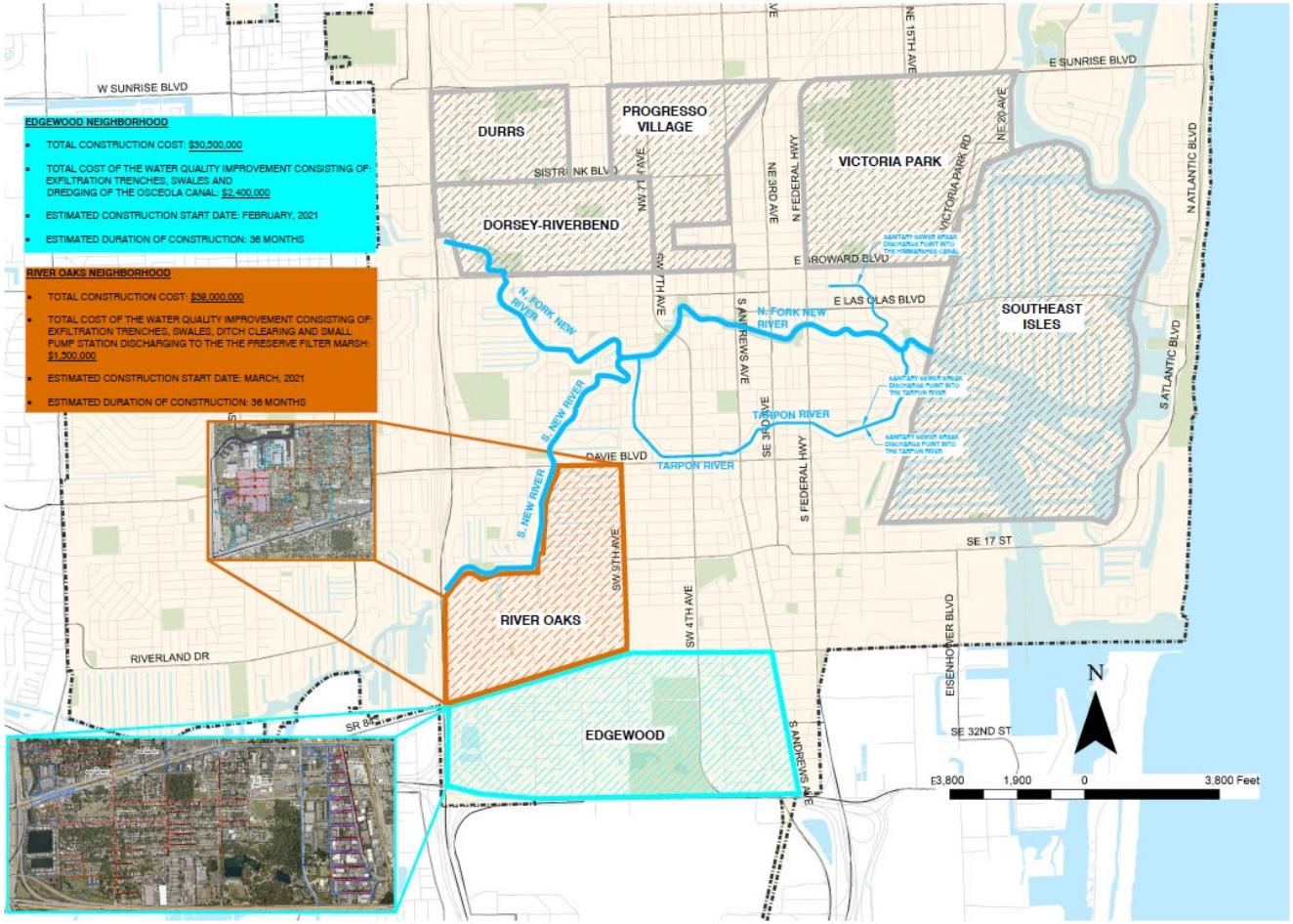
Major Milestones Added Under Consent Order Amendment

CITY OF FORT LAUDERDALE

p.6(q) - Temporary emergency generator at GTL	• 9 months from effective date • 7/12/2021 deadline • 100% Complete
p.6(r) - Permanent emergency generators at GTL	• 40 months from effective date • 2/12/2024 deadline • 25% Complete
p.6(s) - Rapid Response Plan	• 10 months from effective date • 8/12/2021 deadline • 100% Complete
p.9 - Waterways Environmental Analysis	• George English Lake, Tarpon River & Himmarshee Canal • 04/11/2021 deadline • George English and Tarpon River Completed • Awaiting Verification Letter of Completion for Himmarshee
p. 11 - Updated estimate of total costs for 6(q,r,s)	• 6 months from effective date • 4/11/2021 deadline • 100% Complete
p.18 / Ex E - In-Kind Project Two	• $3,167,250 minimum value • Environmental enhancement or environmental restoration • 18% Complete

In-Kind Project #2

CITY OF FORT LAUDERDALE



Accepted Project

- Edgewood and River Oaks Neighborhoods
  - Water Quality Improvements
    - Exfiltration trench
    - Swales
    - Osceola Creek Restoration
  - Estimated construction cost – $4.6M
  - Approx. 18% Complete
  - Completion deadline
    - March 31, 2024

Water Quality Projects

CITY OF FORT LAUDERDALE



Accepted Projects

- Water Quality Assessments
  - Completed
  - Waiting on verification of completion for Himmarshee Canal
- Water Quality Improvement Phase
  - George English Lake
  - Tarpon River
  - Himmarshee Canal

Seemee Callier

From: Seemee Callier
Sent: Wednesday, November 17, 2021 11:29 AM
Cc: Patricia Jolly
Subject: Communication to the ITFAC Regarding Exfiltration Storm Drain Catch Basins in Imperial Point
Attachments: Exfiltration Storm Drain System at Imperial Point Drive & NE 22nd Ave.pdf

Good Morning ITFAC Members,

In accordance with the Florida State Sunshine Laws, please review the communication from ITFAC member Ralph Zeltman below.

*****Please Note that as members of the committee, two-way communication between members is prohibited by Sunshine Law. Do not reply to any committee member. Discussion should take place at a scheduled committee meeting.*****

Thank you,

Seemee Callier | Senior Administrative Assistant
Public Works Dept. - Engineering
100 N. Andrews Ave, 4th Floor
Fort Lauderdale, FL 33301
Phone: 954-828-4021 | Fax: 954-828-5074





Under Florida law, most e-mail messages to or from City of Fort Lauderdale employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the City, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

From: Zeltman <zeltman@bellsouth.net>
Sent: Tuesday, November 16, 2021 9:52 AM
To: Seemee Callier <SCallier@fortlauderdale.gov>
Cc: Alan Dodd <ADodd@fortlauderdale.gov>; Omar Castellon <OCastellon@fortlauderdale.gov>; Nancy Gassman <NGassman@fortlauderdale.gov>; Patricia Jolly <PaJolly@fortlauderdale.gov>; Erica Franceschi <EFranceschi@fortlauderdale.gov>; Melissa Coningsby <MConingsby@fortlauderdale.gov>; Betty Shelley <bjshelley5@gmail.com>; John Watt <jwatt288@gmail.com>; Sue Fuhr <sufu19@aol.com>
Subject: Fw: [-EXTERNAL-] 4 Exfiltration Storm Drain Catch Basins having standing water located at the Imperial Point Drive and NE 22nd Avenue intersection

Good morning Seemee,

Please forward this email with the below correspondence and attachment to the other ITFAC Members in accordance with the Florida State Sunshine Laws permitting same.

The question aroused during the last ITFAC Meeting whether or not the City has stormwater holding tanks versus the regulatory approved stormwater exfiltration catch basin systems. Simple solution is for the City to field investigate these stormwater catch basins to determine which type of system exists rather than debating same. The City continues to charge their residents for storm water abatement, yet how many other neighborhoods than Imperial Point have this same stormwater flooding problem?

It is incumbent upon the City to field investigate to determine if there are any stormwater holding tanks and report back to the ITFAC when they will be converted into an exfiltration stormwater drainage system by coring into the holding tank to retrofit the appropriate slotted pipe; exfiltration rock and filter fabric to be in compliance with the water management regulatory agencies.

Thank you,

Ralph Zeltman, Director
Imperial Point Association, Inc.
Civil Engineer Member for the ITFAC

----- Forwarded Message -----
From: Zeltman <zeltman@bellsouth.net>
To: Omar Castellon <ocastellon@fortlauderdale.gov>
Cc: Alan Dodd <adodd@fortlauderdale.gov>; Nancy Gassman <ngassman@fortlauderdale.gov>; Pauline Ricketts <pricketts@fortlauderdale.gov>; Patricia Jolly <pajolly@fortlauderdale.gov>; Erica Franceschi <efranceschi@fortlauderdale.gov>; Betty Shelley <bjshelley5@gmail.com>; John Watt <jwatt288@gmail.com>; Sue Fuhr <sufu19@aol.com>; Terry Deloney <td6799@verizon.net>
Sent: Monday, November 15, 2021, 08:31:20 AM EST
Subject: Fw: [-EXTERNAL-] 4 Exfiltration Storm Drain Catch Basins having standing water located at the Imperial Point Drive and NE 22nd Avenue intersection

Good morning Omar,

I just wanted to follow-up with you on the conversation we had during the last Infrastructure Task Force Advisory Committee Meeting held on 1 November 2021 regarding the City's stormwater catch basin structures. I was advised by Dr. Nancy Gassman back in March 2021 that those stormwater catch basins located in the Imperial Point Community are only holding tanks rather than the approved regulatory exfiltration type stormwater drainage catch basins. The below attachment shows the as-builts with Dr. Gassman's comments for these holding tanks located at the Imperial Point Drive and NE 22nd Avenue intersection in Imperial Point. I had subsequently sketched in "red" what the regulatory approved exfiltration drainage system should have been designed to include the slotted pipe; exfiltration rock and filter fabric to allow the stormwater to drain out and eventually percolate down into the groundwater to recharge same.

Hope this information helps and would respectfully request these inappropriate holding tanks in Imperial Point be converted into the approved exfiltration stormwater drainage catch basin systems by retrofitting those drainage components by coring into the catch basin concrete structures at the appropriate height above the high mean groundwater level to alleviate the standing stormwater responsible for the constant street flooding and stagnant water for mosquitoes to propagate their young.

Thank you for your anticipated help,

Ralph Zeltman, Director
Imperial Point Association, Inc.
(954) 771-9838

----- Forwarded Message -----
From: Zeltman <zeltman@bellsouth.net>
To: Nancy Gassman <ngassman@fortlauderdale.gov>
Cc: Raj Verma <rverma@fortlauderdale.gov>; Betty Shelley <bjshelley5@gmail.com>; Sue Fuhr <sufu19@aol.com>; Terry Deloney <td6799@verizon.net>; Carolyn Mariani <carolynkretchman@yahoo.com>
Sent: Monday, March 22, 2021, 09:02:14 AM EDT
Subject: Re: [-EXTERNAL-] 4 Exfiltration Storm Drain Catch Basins having standing water located at the Imperial Point Drive and NE 22nd Avenue intersection

Good morning,

Not to be argumentative, but the City's maintenance crews have only pumped out the standing water from these exfiltration type stormwater catch basins and have not restored the clogged external exfiltration components buried in the contiguous swales consisting of slotted pipe, exfiltration rock and filter fabric. It is not unusual for these "exfiltration" type stormwater drain systems to become clogged over 10 to 15 years from the accumulation of floatable debris entering into the external piping eventually lodging into these exfiltration type drainage components to ultimately fill up the voids of the exfiltration underground components preventing proper drainage to eventually drain out and percolate downward into the groundwater.

When I was with Broward County, we also had these same type of maintenance problems with the exfiltration type storm water drainage systems becoming clogged requiring corrective maintenance by excavating the swale area where these components are buried to enable maintenance crews to clean and restore said exfiltration components allowing them to function as designed. In some locations where debris (yard cuttings, etc.) were more prevalent, inverse baffles were sometime installed inside these catch basin structures to slow down the floatable debris from entering into and clogging the external piping into the exfiltration components.

If the City's exfiltration catch basins do not have the exfiltration components installed (as I added in red ink) and are essentially only holding tanks as depicted in the attached November 2019 communication, this creates another problem for the City in not providing proper stormwater drainage removal to alleviate potential street flooding and standing water after rain events representing a potential health and safety aspect to the residents.

Sincerely,

Ralph Zeltman, Director
Imperial Point Association, Inc.
(954) 771-9838

On Friday, March 19, 2021, 11:59:17 AM EDT, Nancy Gassman <ngassman@fortlauderdale.gov> wrote:

Mr. Zeltman,

The City surveyor, the locators, and Stormwater Operations are not responsible for the markings on the catch basin. We will put in a work order to have the apron inspected by City staff. Please note that the City's Stormwater Operations crew has inspected and cleaned the infrastructure at this intersection multiple times in recent history. It is odd that there is standing water in these catch basins at this time given that it has not rained recently until this morning. While it is possible that this is simply local irrigation runoff, in an abundance of caution we have put in a separate ticket to CCTV the underground infrastructure.

Any concerns can be called into the City's 828-8000 24/7 Customer Service number and they will be routed to the appropriate City agency for response.

Thank you for your detailed observations.

Nancy J. Gassman, Ph.D., CC-P, LEED Green Associate

Assistant Director of Public Works – Sustainability

City of Fort Lauderdale

954-828-5769



From: Zeltman <zeltman@bellsouth.net>
Sent: Thursday, March 18, 2021 6:04 PM
To: Betty Shelley <bjshelley5@gmail.com>; Sue Fuhr <sufu19@aol.com>; Carolyn Mariani <carolynkretchman@yahoo.com>; Terry Deloney <td6799@verizon.net>
Cc: Nancy Gassman <NGassman@fortlauderdale.gov>
Subject: [-EXTERNAL-] 4 Exfiltration Storm Drain Catch Basins having standing water located at the Imperial Point Drive and NE 22nd Avenue intersection

Hi All,

As mentioned during our Imperial Point Association "zoom" meeting on Tuesday, I inspected the 4 exfiltration storm drains catch basins located at Imperial Point Drive and NE 22nd Avenue intersection where these structures have standing water in them. I do not know what the white "X" painted on the northeast corner catch basin apron signifies near Sue's property. All 4 catch basins have standing storm water in them, the 2 basins south of Imperial Point Drive have standing water about 6-inches below the top of the catch basin grate and the other 2 basins north of Imperial Point Drive have standing water about 12-inches below the top of the catch basin grate. The SW asphalt catch basin apron needs to be repaired or replaced as the apparent asphalt patch job is crumbling indicating it was not properly applied.

By copy of this email to Dr. Nancy Gassman, I am respectfully asking an update on these 4 catch basins? Specifically, if they are scheduled to be properly repaired by excavating the underground exfiltration slotted pipe where the exfiltration rock and external fabric are located to clean and restore or replace these components as necessary to allow proper exfiltration of storm water to eliminate the standing water? Is there someone specific that is in charge of the maintenance to these City Catch basins that we can contact directly rather than bothering you or is it the 828-8000 number to call to have these corrected? Thank you Dr. Gassman.

Sincerely,

Ralph Zeltman

954-771-9838

RE: Clogged French Drain Catch Basins at Imperial Point Drive & NE 22nd Avenue Intersection

From: Nancy Gassman (ngassman@fortlauderdale.gov)

To: zeltman@bellsouth.net

Cc: pberg@fortlauderdale.gov; adaniel@fortlauderdale.gov; mariep@fortlauderdale.gov; clagerbloom@fortlauderdale.gov

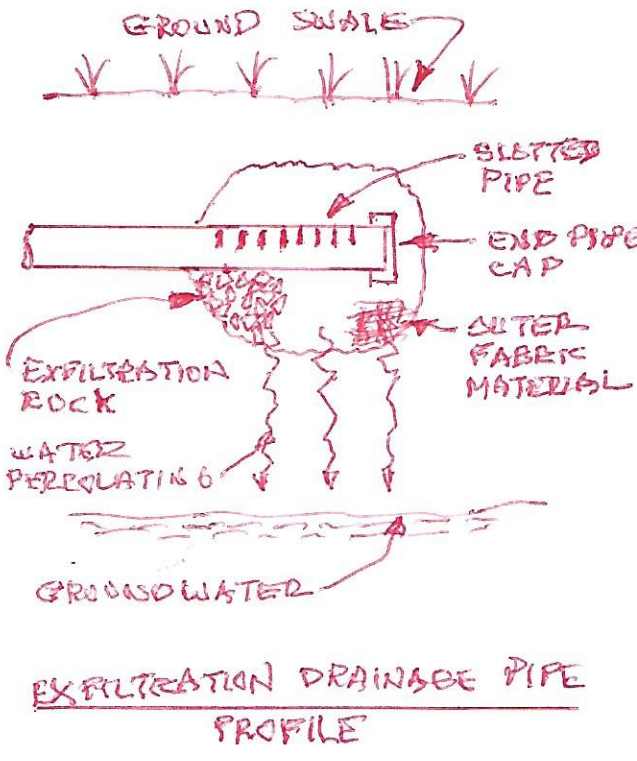
Date: Tuesday, November 5, 2019, 10:53 AM EST

Ralph,

The catch basin system to which you refer is a closed drainage network of four catch basins and three segments of storm pipe that are not connected to a point of discharge. We are further reviewing the as-builts to determine if these contain perforated pipe or catch basins with an earthen floor which allow percolation. This system was cleaned in June 2019. These systems were designed to handle a specific standard rainfall amount. If it rains more often or with greater intensity, the systems will fill up and cause ponding on the roadway. This is true in any stormwater management system which receives rainfall greater than the design standard.

In our view, the drainage challenges at this intersection are not related to a clogged exfiltration system but rather a limited capacity system with no discharge point. The project you described below "to excavate and clean the clogged slotted drain pipe and replace the debris filled exfiltration rock" is not a maintenance or operational activity but rather a capital improvement project which effectively replaces the existing system. Additional flood assessment work would need to be conducted to determine if the "flooding" qualifies for a stormwater management improvement project and engineering level work would need to be pursued prior to submitting this four catch basin system for replacement in the next five-year capital improvement plan cycle.





Old Business

40-Year Inspection Process

CITY OF FORT LAUDERDALE
City Commission Agenda Memo **#21-0996**
CONFERENCE MEETING

TO: Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM: Chris Lagerbloom, ICMA-CM, City Manager

DATE: October 21, 2021

TITLE: Recommendations of the Broward County Condominium Structural Issues Committee – **(Commission Districts 1, 2, 3 and 4)**

On August 17, 2021, the City Commission requested staff to provide a follow-up on any recommendations, as a result of the work done by the Broward County Condominium Structural Issues Committee (committee). This committee was formed at the request of Broward County Mayor Steve Geller to address the following:

1. Review Broward County's current rules and regulations for condominiums.
2. Determine which bodies have jurisdiction over what areas.
3. Receive input from the public.
4. Make recommendations to various bodies, including the Floridan Legislature, state and local agencies and offices, and the Broward County Board of Rules and Appeals (BORA).

On September 29, 2021, the committee released the Summary Report and Recommendations of the Broward County Condominium Structural Issues Committee, attached as Exhibit 1.

A presentation with summary of recommendations from the committee will be given by the City of Fort Lauderdale Building Official.

Attachment
Exhibit 1 – Broward County Condominium Structural Issues Summary Report

---

Prepared by: Anthony Greg Fajardo, Director

Department Director: Anthony Greg Fajardo, Sustainable Development

SUMMARY REPORT AND RECOMMENDATIONS OF THE BROWARD COUNTY CONDOMINIUM STRUCTURAL ISSUES COMMITTEE

MAYOR STEVE GELLER, CHAIR

Broward County Governmental Center

115 South Andrews Avenue, Room 411

Fort Lauderdale, FL 33301

After the tragedy at the Champlain Towers South, I appointed a Committee to discuss the issues pertaining to condominium safety and governance. This Committee met for over 27 hours on 4 days. It consisted of a broad range of people, including 2 State Senators, 2 State Representatives, 2 Mayors, 2 City Commissioners, 2 representatives of condominium owners' groups, condominium lawyers, land use experts, representatives of Condominium Management Associations, a structural engineer, etc. The Committee heard testimony from invited guests, including engineers, condominium and insurance experts, and others. The Committee heard public testimony. The unanimous consensus of the Committee was to encourage better maintenance of condominiums, as being much cheaper in the long run than making expensive structural repairs caused by a lack of maintenance. The Committee understands the need to balance safety and affordability. The Committee represented various different interest groups, who sometimes had disparate views. For example, many of the Committee Members wanted to ban the waiving of statutory reserves, while others opposed this. The unanimous consensus was to permit waivers only after additional information was provided to the unit owners, and to increase the vote percentage required to waive the reserves. The Committee came up with 17 recommendations to improve governance and safety in condominiums, which are part of this report. It is important to note that despite the differing interests of the Committee Members, the final vote adopting the Report was unanimous.

We have attached hereto the backup materials distributed to the Committee and the links to all of the hearings. Considering the diverse makeup of this Committee, including 4 members of the Florida Legislature, when considering the testimony taken and the number of hours spent on hearings, and when considering the unanimous vote of the Committee, it is our fervent plea that the Florida Legislature give this report serious consideration, and adopt as many of the recommendations as the Legislature sees fit. Both I and our staff are available to assist the Legislature as requested.

Respectfully Submitted,

Steve Geller, Mayor, Broward County, Florida
Member Florida House and State Senator 1988-2008

TABLE OF CONTENTS

	Page
Summary Report	1
Committee Recommendations	
Inspection	4
Condominium Reserves	6
Insurance	7
Condominium Association Management	7
Education	7
Appendix A – Links to Video of Committee Meetings	9
Appendix B – Distribution Materials	10
Appendix B-1	11
Appendix B-2	30
Appendix B-3	34
Appendix B-4	41
Appendix B-5	43
Appendix B-6	77
Appendix B-7	80
Appendix B-8	82
Appendix C – Minutes of Committee Meetings	
Appendix C -1: August 9, 2021	85
Appendix C-2: August 23, 2021	91
Appendix C-3: August 30, 2021	94
Appendix C-4: September 14, 2021	99

SUMMARY REPORT AND RECOMMENDATIONS OF THE
BROWARD COUNTY CONDOMINIUM STRUCTURAL ISSUES COMMITTEE

In response to the Surfside Champlain Tower tragedy, the Broward County Condominium Structural Issues Committee (Committee) was created by Mayor Steve Geller to: (1) review Broward County's current rules and regulations for condominiums, (2) determine which bodies have jurisdiction over what areas, (3) receive input from the public, and (4) make recommendations to various bodies, including the Florida Legislature, state and local agencies and offices, and the Broward County Board of Rules and Appeals (BORA), related to laws, regulations, and policies for condominiums. The Committee's participating members were Mayor Steve Geller (Chair); Senator Lauren Book; Senator Perry E. Thurston, Chair of the Broward County Legislative Delegation (2020-2021); Representative Michael Gottlieb, Chair of the Broward County Legislative Delegation (2021-2022); Representative Chip LaMarca; Mayor Jane Bolin (Oakland Park), attorney and founder and managing partner of PeytonBolin, PL, a real estate and community association law firm; Mayor Joy Cooper (Hallandale Beach); Commissioner Mary Molina-Macfie (Weston), owner of building cleaning and maintenance services company, certified mediator specializing in associations, and licensed Community Association Manager; Commissioner Caryl Shuham (Hollywood), Bachelor of Science degree in Civil Engineering, attorney and partner of Shuham & Shuham, P.A., specializing in construction law; Michael Chapnick, Esq.; principal of Sachs Sax Caplan, P.L., and Board certified in Condominium and Planned Development Law; Toby Feuer, President of the Broward Coalition and the Presidents Council of Bonaventure, Inc.; Karen Johnson, President of the Broward Palm Beaches and St. Lucie Realtors; Daniel Lavrich, P.E., Chair of the Broward County Board of Rules and Appeals; Fred Nesbitt, President and Chairman of the Presidents Council for the Galt Mile Community Association; Deputy County Attorney Maite Azcoitia; and Dr. Jennifer Jurado, Deputy Director of the Broward County Environmental Protection and Growth Management Department and Chief Resilience Officer.

The Committee met on August 9, 2021; August 23, 2021; August 30, 2021; and September 17, 2021. The hearings exceeded a total of 27 hours (Links to the Committee meetings are set forth in Appendix A and copies of the distribution materials for the meeting of August 9, 2021, are contained in Appendix B). During these hearings, the Committee received presentations from the following:

- Deputy County Attorney Maite Azcoitia relating to existing laws and regulations for the termination of condominiums, land use and density affecting the redevelopment of condominiums; statutory reserves requirements for condominiums; and Florida Building Code

provisions affecting the demolition and redevelopment of condominiums (Copy of memorandum dated August 5, 2021, contained in Appendix B-3).

- Paul Handerhan, President of FAIR (Federal Association for Insurance Reform), relating to insurance for high-rises, including the types of companies providing insurance for condominiums and the types of liabilities generally covered by each type; the inspections and reports currently required for insurance coverage; the responsibilities of condominium boards and condominium association managers for insurance and inspections of condominiums; and predictions of increased insurance rates and additional inspection requirements likely to be implemented in the near future (Outline of Mr. Handerhan's presentation contained in Appendix B-4).
- Dr. Jennifer Jurado regarding "Sea Level Rise-Projections, Impacts, and Resilience Considerations for Condominiums," indicating that many existing structures are below the current minimum required elevation; information regarding recent County enactments requiring an increase in the height of seawalls; recommendations for condominiums to address sea level rise, including waterproofing; methods to provide for water retention onsite; and requirements for the inspection of seawalls (Copy of powerpoint presentation contained in Appendix B-5).
- Senior Assistant County Attorney Michael Owens regarding the legal basis for Broward County's ordinance requiring an that the height of seawalls be increased where water is trespassing onto neighboring properties or the public right-of-way.
- Julian Sanchez, P.E., Todd Wasserman, and Lance Kaplan of LTM Group, LLC, as to waterproofing of condominium structures; the benefits of having community association managers oversee the letting and financing of necessary repairs, including spot checks for purposes of obtaining bids for work on the condominiums; and experiences from having managed condominiums.
- Lisa A. Magill, Esq., Board certified specialist in Condominium and Planned Development Law and Co-Chair of the Reserve Study and Reserve Funding Plan Task Force, regarding reserve studies, including their purpose and applicable regulations; the status of the Task Force's recommendations; and suggestions for clarifying and establishing parameters for the development of reserve studies by a professional and the development of manuals for the upkeep of various building components (Outline of Ms. Magill's presentation contained in Appendix B-7).
- City of Hollywood Building Official Russell Long describing triage process implemented at the City of Hollywood for the inspection of existing condominiums, beginning with the inspection of oceanfront condominiums and then proceeding inland, prioritizing condominiums over 6 stories in height and over 40 years old.

- Leonard Vialpando, P.E., Director of the Broward County Environmental Protection and Growth Management Department, regarding licensing requirements for stormwater management systems and inspections required by BORA's Building Safety Inspection Program.
- William O'Donnell, P.E., Managing Principal of DeSimone Consulting Engineers' Miami office, describing the inspections and testing performed by his firm as part of BORA's Building Safety Inspection Program, including destructive and nondestructive material testing; the effect of salt and saltwater on building components; and the impact of threshold inspections on the soundness of buildings and building materials; indicating that the cost of his firm's Building Safety Program inspections, including material testing, sampling, and the engagement of a lab, is approximately $10,000, and inspections that also include a walkthrough of the units and parking structures, sometimes with the use of a drone, cost approximately $25,000; and recommending that the BORA's inspection requirements be reduced to 30 years.
- Matt Kuisle, Regional Executive Director of Reserve Advisors, LLC, regarding reserve studies, including their purpose, cost, items included, and the estimating of repair costs; indicating that the cost of a reserve study is normally $5,000 or less, depending on the size of the building and including a site visit, and less than $2,000 if a site visit is not performed; recommended that the requirements for waiving reserve studies be increased and the eventual elimination of waivability, with a commensurate phase-in of reserve requirements over a period of time; and recommended that reserve studies should be performed at least every thirty-six (36) months.

The Committee also conducted a public hearing where members of the public were able to provide information related to the issues before the Committee. In addition to the presenters and public testimony, the Committee Members, most of whom were chosen for their expertise, contributed substantially to the extensive hearings.

The Committee discussed issues related to condominium building construction and maintenance; funding and reserves for building maintenance, including waiver of reserves and reserve studies; condominium insurance; BORA's Building Safety Inspection Program, including the timing of required inspections and enforcement; condominium association management; and education for condominium association managers, board members, and condominium unit owners.

The Committee is cognizant that condominiums form a large portion of the affordable housing stock in Broward County. The Committee is also aware that maintenance is required to ensure the safety of condominium buildings, and heard repeated testimony that good maintenance will be less expensive in the long run than skimping on maintenance, which would result in costly replacement of parts of the building or premises. For this reason, the Committee gave careful consideration to the impact of its recommendations on the affordability of condominium units and the Committee's recommendations reflect an intent that unit owners be better informed of the costs of condominium ownership. As an example, while reserve accounts are often necessary in order to allow a condominium association to perform necessary repairs without the need to impose onerous special assessments, instead of recommending the prohibition of reserve account waivers, the Committee recommended that a reserve study be performed and distributed to all unit owners and that a larger majority of the unit owners be required to approve the waiving of reserve accounts. This would allow unit owners to provide a knowing waiver of reserve accounts.

Information presented to the Committee indicates that the cost of insurance for condominiums was increasing prior to the Surfside tragedy and the expectation is that the cost will continue to increase. The consensus of the presenters and the Committee members, all experts in issues related to condominiums, is that regular maintenance of condominium buildings is less expensive than having to perform major repairs after a number of years. The Committee's recommendations provide for increased disclosures to prospective purchasers of condominium units, including reserve accounts and waivers; increased obligations and education for community association managers; and increased education and information for condominium association board members and condominium unit owners.

COMMITTEE RECOMMENDATIONS

Based on the information presented, the Committee makes the following recommendations:

Inspections

(1) That the Building Safety Inspection Program be made Statewide and require the inspection of buildings that are at least thirty (30) years old, with existing buildings that are between thirty (30) and thirty-seven (37) years old having thirty-six (36) months to come into compliance by having the appropriate inspection(s) performed. Subsequent reinspections shall occur every ten (10) years after the initial inspection.

(2) That the Building Safety Inspection Program require that, prior to each required inspection, including the ten (10) year reinspections (Required Inspection):

- □ Two (2) Years Before the Required Inspection: no later than March 31, condominiums will receive written notification from the applicable local government about the upcoming safety inspection, stating that the engineer's preliminary evaluation of the structure and electrical systems must be completed by March 31 of the following year and submitted to the local government. This notice shall be posted on the condominium's official bulletin board and website (if it has one).
- □ One (1) Year Before Required Inspection: The engineer's preliminary safety inspection listing any deficiencies must be filed with the applicable local government no later than March 31. At that time, the condominium would be required to submit its plan(s) to address the deficiencies, including a timetable, funding source, and condominium board-approved resolution binding the condominium to complete the repairs by the end of the next year. A copy of this report and the board's proposed actions will be posted on the condominium's official bulletin board and website (if it has one). If the engineer's report identifies no deficiencies, the engineer's report will serve as the official report for the Building Safety Inspection Program.
- □ Inspection Year: Unless the engineer's report identified no deficiencies, a final engineering report shall be submitted to the applicable local government no later than December 31, showing that the condominium is in full compliance with the safety inspection and that all deficiencies have been corrected. Failure to comply with this deadline will be addressed by the applicable local government.

(3) That Building Safety Inspection Program requirements include:

(i) (For waterfront condominiums only) Assessment of seawall(s) for:

1. evidence for tidal overtopping and potential source contributing to site flooding or tidal water pooling likely to impact the building (with potential need to elevate); and
2. potential weaknesses (e.g., seepage/failure) that could compromise the building foundation (with potential need to restore/replace);

(ii) Material testing of concrete core samples for signs of material degradation that impact concrete strength, as reasonably recommended by the engineer of record; and

(iii) Geotechnical analysis to assess potential for structural or foundation issues, as reasonably recommended by the engineer of record.

(4) That the Florida Statutes be amended to require that no later than thirty (30) days after receipt of an inspection report issued pursuant to the Building Safety Inspection Program, condominium associations distribute copies of the inspection report, or the Executive Summary of said report, if provided, to all unit owners. Additionally, the condominium board shall call a special meeting to discuss the report, with notice having been provided consistent with Section 718.112(2)(c), Florida Statutes. This requirement is applicable even if no deficiencies were noted in the inspection report.

(5) That the Florida Statutes be amended to require engineers performing work for condominium associations to file a copy of their report(s) with the applicable local government and provide written notification to the condominium association and the applicable local government of any life safety issues observed. This requirement applies and includes all inspections and is not limited to inspections required by the Building Safety Inspection Program and requires engineers to report all life safety issues that are discovered by the engineer while performing work for a condominium association.

<u>Condominium Reserves</u>

(6) That the Florida Statutes be amended to require that the list of required reserves in condominium association budgets also include reserve accounts for concrete restoration and other structural issues, and additional items with deferred maintenance or replacement costs exceeding the lower of $100,000 or ten percent (10%) of the association's annual budget.

(7) That the Florida Statutes be amended to require that a reserve study be performed at least every thirty-six (36) months and that, in order to waive or reduce required statutory reserves, a condominium association must: (i) have conducted a reserve study within the previous thirty-six (36) months; (ii) prior to the vote related to waiving or reducing the reserves, provide a copy of the reserve study to all unit owners by physical or electronic means, if the condominium bylaws authorize electronic notice; and (iii) approve the waiver or reduction by at least a seventy-five percent (75%) majority vote of the voting interests present at a duly called meeting of the association.

(8) That the Florida Statutes be amended to require condominium associations to provide prospective purchasers of units within the condominium with the most recent reserve study, if one was prepared within the previous thirty-six (36) months. If a reserve study current to within

the previous thirty-six (36) months does not exist, the condominium association shall provide information related to existing reserves or waivers, as applicable.

(9) That the Florida Realtors' form contract for the purchase and sale of real property be amended to incorporate the language of Section 718.112(2)(f)4., Florida Statutes, including font size requirements, requiring that disclosure be provided for condominium sales where the funding of reserves has been previously waived or reduced by the condominium association.

Insurance

(10) That the Florida Statutes be amended to: (i) remove best efforts language of Section 718.111(11)(d), Florida Statutes, thereby requiring associations to obtain and maintain adequate property insurance; (ii) require that condominium association insurance documents be filed with the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation (Division); and (iii) require that a copy of notices of cancellation issued by insurers or their agents to condominium associations be filed with the Division.

Condominium Association Management

(11) That the Florida Statutes be amended to require that condominium associations, including master associations, with greater than fifty (50) units and/or a budget of $100,000 or more be required to obtain the services of a community association manager, licensed pursuant to Part VIII of Chapter 468, Florida Statutes, to manage the condominium property, unless a majority of the members of the board of the condominium association have obtained the minimum continuing education requirements of Rule 61E14-4.001, F.A.C., for community association managers.

(12) That the Florida Statutes and/or the Florida Administrative Code be amended to increase the number of continuing education hours needed biennially to renew community association management licenses from fifteen (15) hours to twenty (20) hours, including one (1) hour in each of the following areas: building maintenance, building inspections, and reserves.

(13) That the Florida Statutes be amended to include an obligation for community association managers as part of their management functions to identify issues related to the structural maintenance and integrity of the buildings, and other life safety issues, and report these findings in writing to all condominium association board members.

Education

(14) That the Florida Statutes be amended to (i) remove the certification option for newly elected or appointed condominium association board members, thereby requiring that new board members

must satisfactorily complete an educational curriculum administered by a Division-approved condominium education provider; (ii) require that condominium association board members complete the educational curriculum every two (2) years; and (iii) increase the current two (2) hour educational curriculum to three (3) hours, to include an additional one (1) hour related to maintenance of condominium buildings.

(15) That the $4 per unit collected for the Condominium Trust Fund pursuant to Rule 61B-23.002, F.A.C., should remain in the Condominium Trust Fund and be used for its intended purpose; i.e., education and enforcement, rather than being reallocated to the General Fund.

(16) With the assistance of the Florida Condominium Ombudsman Office, that there be increased education for residential condominium board members and unit owners related to the duties and responsibilities of condominium board members and unit owners, the cost of condominium ownership, maintenance, reserve funding, etc.

(17) That educational materials be developed by the Division**,** the Florida Building Commission and local or regional governments regarding the maintenance of condominium property, including the benefits of regular maintenance, for distribution by the Property Appraiser's Offices with the TRIM Notices.

A copy of this Summary Report and Recommendations shall be forwarded to the Florida Condominium Ombudsman, Department of Business and Professional Regulation; Florida Senate President Wilton Simpson; Florida Speaker of the House of Representatives Chris Sprowls; the Members of the Florida Legislature; the Florida Association of Counties; the Florida League of Cities; the Broward League of Cities; the Broward County Board of Rules and Appeals; the Mayor and City Manager of all municipalities within Broward County; and other interested parties.

APPENDIX A

Links to Video of Committee Meetings

August 9, 2021: https://www.youtube.com/watch?v=0ZaGz1F_jsY

August 23, 2021: https://www.youtube.com/watch?v=v_PfN_AOhn4

August 30, 2021: https://www.youtube.com/watch?v=sUjHUTG_yUw

September 17, 2021: https://www.youtube.com/watch?v=1j4JjHY47Us

APPENDIX B

DISTRIBUTION MATERIALS

B-1 Articles distributed at the meeting of August 9, 2021, entitled "How Condo Buildings End, Aggressive developers looking for a way in-or desperate homeowners looking for a way out," "Forced out of their unsafe condo building, families set off into an uncertain future," and "The Surfside condo that collapsed was vulnerable to sinking earth, engineers say. Your house might be too."

B-2 Email from Commissioner Caryl Shuham dated August 8, 2021

B-3 Memorandum from Deputy County Attorney Maite Azcoitia dated August 5, 2021

B-4 Outline of presentation by Paul Handerhan

B-5 Powerpoint presentation of Dr. Jennifer Jurado

B-6 Article distributed at the meeting of August 23, 2021, entitled "incentives to encourage structural and electrical repairs to multi-family residential buildings endorsed by Miami beach planning board"

B-7 Outline of presentation by Lisa A. Magill, Esquire

B-8 Articles distributed at the meeting of August 30, 2021, entitled "57-year old condo could be demolished, rebuilt taller than in Miami Beach" and "Related Group, Two Roads near deal to buy out Bal Harbour condo"

How Condo Buildings End

Aggressive developers looking for a way in—or desperate homeowners looking for a way out.

BY HENRY GRABAR

AUG 04, 20215:45 AM



River City in Chicago. Getty Images Plus

Bertrand Goldberg's famous River City complex in Chicago looks like nothing so much as an old bus operator's coin dispenser, glass windows stacked inside its joined concrete cylinders. The South Loop megaproject was the architect's try at a utopian urban neighborhood, complete with offices, shopping, restaurants, a park, and the "River Road," a winding inner atrium lit from skylights. It's a landmark of Brutalist design, a monument to '80s thinking about cities, and a fixture of the Chicago Architecture Boat Tour.

The building also tells a story Goldberg could not have anticipated: the rise and fall of the Chicago condo. When completed in 1987, River City's 448 units were rentals designed to appeal to middle-income yuppies who found city living attractive but homeownership out of reach.

In 2001, one cycle of gentrification later and at the start of a massive run-up in the Chicago housing market, the concrete icon was converted to condos. But prices never recovered after the 2008 crash, and owners soon found themselves unable to recoup their investment and facing major maintenance bills. Investors trying to cash in on Chicago's hot rental market swooped in.

Making condos is easy. Unmaking condos is hard. When River City became a "deconversion" target in 2016, Chicago required 75 percent of owners to vote for a sale. (It's now 85 percent.) Once that happened, everyone else was compelled to sell at the agreed-upon rate. Chicago-based developer Marc Realty made three offers over two years for River City. After owners agreed to sell for $100 million, Marc canceled the sale and dropped the offer by $10 million. While owners pondered the lower bid, Marc pitched additional deals to the holdouts—a process some owners on both sides of the vote later categorized in a lawsuit as bribery. Even after Marc's hard bargaining, the sale was Chicago's priciest deconversion recorded and its largest by unit count. River City is a rental building again, and its raw concrete atrium has been painted white, a concession to the tastes of today's yuppie renters.

Stories like this make Chicago the perfect place to understand how condos usually meet their end—not in a pile of rubble, but in a buyout that leaves some owners feeling lucky and others feeling betrayed. Lauren Kerchill, the owner of a Gold Coast unit overlooking Lake Michigan, was a holdout when investors came to buy out her building. After fighting to toss her condo board, she told Crain's Chicago Business she was called "petty," "greedy," and "uneducated." She just didn't think she could find another home like hers nearby. In the end, she didn't have a choice. Her neighbors voted to sell her building, at 1400 Lake Shore Drive, for $107 million in 2019—another record, this time the most expensive deconversion in the country.

In an attempt to stand up for condo owners on the losing side of deconversion votes, the Chicago City Council decided in 2018 to increase the share of owners required to approve a sale, up to 85 percent from 75. "Most people, when they purchase a condominium, they are buying a home more than they're buying an investment. So, a condo deconversion has a direct impact on people's ability to plan their lives," Alderman Michele Smith told the Chicago Tribune.* Deconversions were upending the retirement plans of Chicagoans who thought they would not have to move again, she said, and developers didn't always just put things to a vote in order to take over a building.

Sometimes, developers bought up units on the sly, knowing that control over assessments and expenditures could come as soon as a majority. "Once you have a simple majority, it's pretty much game over," says Alex Argianas, a deconversion consultant in Chicago. When a bulk owner takes control, banks can balk at providing financing to new buyers. What if the bulk owner goes broke? That in turn makes it cheaper for investors to purchase the remaining units. The fewer retail owners to appease, the lower the deconversion bid (and the lower the payout for each unit). For investors, the approach is risky and slow, but potentially lucrative in a pricy rental market. That is what happened at 21 East Chestnut, also in Chicago's Gold Coast neighborhood, where the developer Strategic Properties bought nearly 40 percent of the building before initiating a deconversion.

Professional landlords can pay above-market rates for apartments in deconversion sales, since the whole building is worth more than the sum of its units. They can finance and streamline the

maintenance that bedevils amateur boards. They can join firms like Blackstone in profiting from a housing shortage at a time when low interest rates have pushed investors to find new ways to make money.

Making condos is easy. Unmaking condos is hard.

Longtime homeowners tend to think that's not fair. Lawsuits abound, and some Chicago condo boards are starting to play defense by amending their bylaws to head off takeovers. But there's another side to the story, in which deconversion is the only way out for condo owners stuck in deteriorating properties. In June, the collapse of Champlain Towers South in Surfside, Florida, drew attention to the challenges that confront condo boards as they assess structural damage and raise money for repairs. Maintenance bills for the Great American Condo Boom of the '70s and '80s are starting to come due in areas like South Florida.

This is also a reason Chicago is the nation's capital of deconversion, a place where great swaths of owner-occupied apartments are being replaced with rentals.

While states like Florida, California, and Hawaii saw tons of new condo construction in the decades after the concept was established in the 1960s, Chicago saw a different kind of boom: older buildings becoming condos. Fearing rent control, facing declining profits, or saddled with obsolete prewar commercial space, landlords in Chicago raced to sell off their units in the 1970s. Yuppies and middle-class workers gobbled up these starter apartments, which provided an easy and cheap entry point to homeownership.

Fifty years later, those buildings are among the oldest condominiums in the country. Owners who have not kept on top of maintenance, and even some who have, sometimes find themselves facing massive repair bills.

Andy Friedman represents condo boards that are trying to find an exit strategy. One recent project featured 115 units among 113 owners. "Their resale values were stuck in the mud, and it was glaringly obvious that it was worth more as apartments," he said. "Units that could never sell over $200,000 got $250,000. Absolutely they get more for their unit—otherwise, why do the deconversion in the first place?"

When boards fail to drum up support for a deconversion, Friedman said, values can fall quickly once a bulk owner enters the picture or maintenance problems become apparent. In one dilapidated building in the Oak Park suburb of Chicago, owners rallied for a sale with 78 percent of the vote. Had Oak Park been subject to Chicago's new rule requiring 85 percent, Friedman said, the owners would have "raced each other down the toilet," panic-selling their high-maintenance units to professional landlords one by one.*

Often, deconversions are battles fought less between owners and investors than among the owners themselves. David Lampert managed operations at Kennelly Square, a 22-story building in Lincoln Park built in 1970. Like River City, Kennelly Square had gone from rentals for nurses and flight attendants to condos for young traders and retirees. Starting in 2003, Lampert shepherded the condo association

through some significant construction projects, including rebuilding the pool deck. But a multimillion-dollar bill for replacing the windows broke this spirit of collaboration.

Families and older, longtime residents who planned to live out their days overlooking the park were ready to spring for new windows. Younger owners and investors renting out their units balked, and prompted the search for a buyer. Kennelly Square was sold to Strategic Properties for $78 million in 2018. Some owners felt the deconversion offer they received was the best one they'd ever get. Others said they were forced to sell their renovated, well-kept apartments in an expensive neighborhood at a discount.

At the end of the day, Lampert said, it wasn't even that anyone was being shortsighted or irrational. Long-term buyers rightly placed a high value on staying in a place they loved and recognized their deconversion payout wouldn't get them much nearby. Newer buyers rightly realized they'd be paying a huge assessment for a 40-year improvement that would never make its way into their resale price when they flipped in four years. The sale was approved by a couple of votes, and nearly a quarter of the owners were forced to sell against their wishes.

"The Kennelly Square deconversion should live on in the annals of condominium history as an example of what can happen when board members do not perform needed maintenance on a timely basis," the broker Bruce Theobald, who owned a condo in the building and voted to sell, emailed to Crain's Chicago Business.

Today, it's K Square, and there's a shuffleboard table in the common room.

Forced out of their unsafe condo building, families set off into an uncertain future

By ANGIE DIMICHELE

SOUTH FLORIDA SUN SENTINEL |

AUG 05, 2021 AT 6:22 PM

CORAL SPRINGS — On the last night residents could stay in their homes at the Villa Bianca Condominiums, a few renters fraught with worry were still packing up their belongings shortly before dark.

Few windows showed any lights on inside. Moving trucks were parked in the lot as workers carried furniture and boxes outside into the heat. A little girl's twin mattress, the pink sheets still on, a child's bicycle and broken furniture sat in a haphazard pile next to the dumpster, the families not able to take them along.

ADVERTISING

Residents at the Coral Springs condo building were given little notice that they would need to leave their homes. Conditions at Villa Bianca lingered for years until the Surfside condo collapsed. Two weeks ago, the city deemed the building unsafe with its dilapidated roof, rotted wood and fire hazards. Pink slips of paper posted on the doors ordered everyone to be out by Thursday.

RELATED: Condo building ruled unsafe; residents ordered to leave »

They face an uncertain future. Though the city does not have an exact number of how many people are now displaced, a total of 25 people who lived there have been helped with temporary housing, city spokeswoman Lynn Martzall said.

Fifteen of the 16 units were occupied. People in nine of the units contacted the city looking for help, and they are all staying at a nearby hotel, paid for by the Coral Springs Community Chest, a local nonprofit organization. Family Success Centers, another nonprofit organization in Broward County, is working with residents to find permanent housing, Martzall said.


13
CORAL SPRINGS
BUILDING AND ZONING DEPARTMENT
CITY HALL
UNSAFE
BUILDING

Pieces of the roof have cracked and fallen, the wood supporting the structure has rotted and walls and ceilings have been scattered with mold at the Villa Bianca Condominium in Coral Springs as occupants prepare vacate their units Thursday August 5, 2021. The City of Coral Springs deemed the building unsafe two weeks ago. The city gave owners the option to make the necessary repairs or it will be demolished. Pieces of the roof have cracked and fallen, the wood supporting the structure has rotted and walls and ceilings have been scattered with mold. (Mike Stocker / South Florida Sun Sentinel)

But the hotel stay buys them only five to seven days. Some plan to go stay with family. Many don't know where they will go after that.

James Haddad, 69, and his 20-year-old son live in one unit and own another. Haddad estimated that making the necessary repairs could cost about $100,000 and could take a few months to complete.

Haddad moved there in the early 2000s. He remembered it when it was a building that owners maintained, years before it fell into its current state of disrepair. His son looked at the cracking steps up to the second floor and remembered growing up at the building.

"It was neglected economically," Haddad said. "Can you imagine a condo paid for one day, and the next day you're homeless?"

RELATED: Building safety audit: Few Broward cities completed 40-year safety checks »

Haddad recalled that three years ago, the members paid the condo association a $225 monthly fee. It was then dropped to $140. He said the last time anyone paid an association fee was about two years ago. Some owners have pointed fingers at others, but it is unclear when members last paid any fee since the association was defunct or how many members were paying the fee.

Attempts to reach names of those who were once on the condo association's board and those whose names are on the reinstated association were unsuccessful Wednesday and Thursday.

Records from the city show the condo was supposed to have its 40-year safety inspection done in 2015, but it never was. The city previously told the South Florida Sun Sentinel it had not sent notices to the condo until **four years went by**.

Martzall said the condo association that existed was dissolved but reinstated Wednesday. Prior to Wednesday, the last record filed with the Broward County Property Appraiser's Office for the condo's incorporation was when it was administratively dissolved in September 2020.

The city gave the owners two options: make the repairs or the city will tear it down.

As of Thursday, Martzall said no owner or person from the newly reinstated association had responded to the city's ruling deeming it an unsafe structure. No one has contacted the city to say the repairs would be made or to let them know that the association was reinstated.

"Today is the day tenants must vacate and no repairs have been made, nor has any landlord or the association's registered agent contacted the city with updates about repairs," Martzall said in an email Thursday.

Aside from the list of seven violations given to the owners, Martzall said the water bill for the building at 3990 Woodside Drive is more than $12,000 past due.

"This is not the reason for vacating, but important to note, because that important utility was not being paid, nor was the building being properly maintained," Martzall wrote.



Kayla Pierre,11, gets ready to leave thei apartment she lives in with her family at the Villa Bianca Condominium in Coral Springs on Thursday August 5, 2021.They plan to stay with family after the City of Coral Springs deemed the building unsafe and ordered all of the occupants to vacate the building. The city gave owners the option to make the necessary repairs or it will be demolished. Pieces of the roof have cracked and fallen, the wood supporting the structure has rotted and walls and ceilings have been scattered with mold. (Mike Stocker / South Florida Sun Sentinel)

Several residents said that their water had been shut off in the time that they lived at Villa Bianca. Ally, who declined to give her last name because she said she is embarrassed by the situation, said she went five days without water about a month and a half ago and more recently for three days.

The 30-year-old accountant and her two children, ages 6 and 7, have lived at Villa Bianca for a year. On Thursday afternoon, after a night of little sleep, she was still gathering her things before heading to the hotel where they will stay for the next five days.

“It’s nerve-racking, not going to know what’s going to happen,” Ally said at her condo Wednesday night.

She had planned to stay at the condo, saving until she could buy a home of her own. Now, she'll have to start over, she said.

"I'm trying to just take it one moment at a time," she said. "My babies are here, my plants. I basically built my life here."

Monica Defreitas, 48, who cleans homes in Coral Springs, and her 15-year-old daughter, Nadalie, left their unit on the second floor Thursday and moved into a new place.

She and her daughter left much behind as they moved their two beds in next to each other in their new one-room apartment. Defreitas said it took her almost the full two grueling weeks to find another place. She found the apartment the day before needing to move out.

"I went so many places, and people just taking your names, your address they won't call you back. A lot of places I went, and I didn't get through," Defreitas said.



Angie DiMichele

South Florida Sun Sentinel

The Surfside condo that collapsed was vulnerable to sinking earth, engineers say. Your house might be too.

By MARIO ARIZA and DAVID FLESHLER

SOUTH FLORIDA SUN SENTINEL |

AUG 07, 2021 AT 9:00 AM



A home at 222 West Kelly Park Road in Apopka is swallowed by a sinkhole on Sept. 19, 2017. The sinkhole is a result of Hurricane Irma. In South Florida, where sinkholes are rare and smaller than those to the north, subsidence is more gradual. When it takes place unevenly, with one side of a building settling faster than the other, it can crack floors, distort window frames and generate lawsuits over insurance coverage. (Stephen M. Dowell/Orlando Sentinel) (Stephen M. Dowell / Orlando Sentinel)

Just days after the collapse of the condo tower in Surfside, an obscure study emerged that the building had been sinking into the earth for years.

It remains unclear whether the settling, or subsidence, of Champlain Towers South was a factor when the 12-story building crumbled to the ground in the middle of the night on June 24, killing 98 residents. But the phenomenon of subsidence occurs throughout South Florida and has been implicated in damage to structures, especially houses, from Key West to Palm Beach.

In its most spectacular form, subsidence (pronounced subs-EYE-dense) appears as gaping sinkholes in Central Florida, where the ground collapses over limestone that's been dissolving for years, creating cavities that can swallow houses.

In South Florida, where sinkholes are rare and smaller than those to the north, subsidence is more gradual. But when it takes place unevenly, with one side of a building settling faster than the other, it can crack floors, distort window frames and generate lawsuits over insurance coverage.

The South Florida Sun Sentinel identified at least 30 instances over the past 15 years in which houses were damaged by shifting soil. In one extreme example from the 1980s, a Miami skyscraper sank 5 inches immediately after it was built. But in the majority of cases, it's only fractions of inches over decades.

But those examples are certainly an undercount. Scientists are just now trying to map and measure subsidence in South Florida, not necessarily in response to the Surfside condo collapse but as an attempt to measure the impacts of sea level rise. The state Legislature has restricted payouts to homeowners for subsidence, reducing the number of claims likely to appear in the court record. Insurers don't have to report cases that they settle out of court, anyway.

RELATED: Buildings don't just fall down. Why did the condo in Surfside? »

But even with the Legislature's decade-old restrictions, Florida leads the nation in annual sinkhole insurance claims, with about 5,000 per year, according to Mark Friedlander of the Insurance Information Institute. The average claim, Friedlander says, is for about $140,000.

Subsidence has damaged the home of Surfside's former mayor. In Parkland, about a dozen homes required foundation repairs from subsidence in the past three years. In Palm Beach Gardens, sinking earth cost Constance Bonvechio her house, cracking the ceiling and foundation, and leading to a lawsuit against her insurance company.

“If the decision [of the court] was a sinkhole, I was covered for it,” Bonvechio said, “But I was not covered for organic matter.”

The damage to Bonvechio’s home wasn’t from a sinkhole. Bonvechio says inspectors drilled for sinkholes at least five times. The last time, “they went with an auger underneath the garage where the main problem seemed to be.”

They found pine trees, she said. “There were pine trees decomposing under the house,” causing subsidence.

Bonvechio and her insurance company ultimately settled the case for an undisclosed amount in January 2013, court records show. Unable to afford the cost of repairs. Bonvechio sold the house for its land value.

The new owners razed the damaged structure, refilled the lot, and built a new home.

An issue for your house

During the breakneck expansion of South Florida’s endless suburbs, some builders didn’t always drain and fill the swamp responsibly — opening the door to a future of buildings slowly and unevenly sinking across the region.

Though it has not been extensively studied by researchers, anecdotal evidence seems to point to subsidence occurring across Southeast Florida in small pockets, especially in areas where the soil contains organic matter or was not properly prepared.

Subsidence was a major issue during the initial development of the region, when swamp and marsh were first drained. As a 1960s soil survey of Broward County notes, “with drainage, the organic soils are subject to oxidation and subsidence.” The study mentions the Dania, Lauderhill, and Plantation soil formations as vulnerable. It says in order for the soil to be useful for anything other than farming, the topsoil of fertile muck has to be removed and replaced by fill.

“What happens is the guys didn’t do the preparation of the soil by the compaction methods that can be used or they did it half-baked,” said Richard Slider, president of Slider Engineering Groups of West Palm Beach, who investigates the causes of building damage.

That leaves homes with concrete slab foundations placed directly on the soil vulnerable to incorrectly prepared land.

INVESTIGATION: Lax enforcement leaves South Florida condos at risk, Surfside catastrophe reveals »

“As a result [of the subsidence], it causes this differential settlement,” Slider says, “and that’s what causes the problem. If the house is settling three-quarters of an inch on one side and a half-inch on the other, that’s a problem because the house wants to bend or break, and that’s what causes the cracks.”

“You have subsidence everywhere,” said Daniel Lavrich, the structural engineer who chairs the Broward Board of Rules and Appeals, which enforces the building code. “Soil tends to settle over a period of time. Whatever soil you have, if you put a heavy load on the soil, it’s going to settle more than if it didn’t have a heavy load on it.”



The house of Daniel Deitch, former mayor of Surfside, is settling. The subsidence has led to an uneven door. (Daniel Deitch/Daniel Deitch)

Daniel Deitch, former mayor of Surfside and a current resident, says he has uneven subsidence going on at his house.

“I know the house is on spread footers,” he says of his 1948 home. Spread footers are a type of foundation that distributes the weight of a structure on soft soils. Even with the special foundation, Deitch says he has cracks in his ceiling in one room and a door that has shifted.

Subsidence, if caught early, can be corrected.

City of Parkland building official Bill Tracy has experience dealing with sinking earth. In response to an inquiry from the Sun Sentinel, Tracy said Parkland has had “perhaps a dozen SFRs [single-family residences] that have had foundation repairs due to differential settling,” in just the past three years.

According to Tracy, subsidence issues with seven homes in the Cascata housing development were identified during construction and remediated. Tracey said most of the houses with foundation issues have been 25-40 years old.

RELATED: Underground garages enrich developers, but create expensive problems for homeowners »

“This is normally due to the ground under the slab drying and shrinking over decades.” he said, adding that the houses typically settle in only a ½- to 1-inch range. Engineers sometimes repair the slab using pressure-injected foam that levels the foundation, according to documents provided by Tracy.

But getting an insurance company to pay to fix the foundation is another matter entirely.

‘Cautious homeowners’ need multiple insurance plans

Florida’s homeowner insurance regulations often can leave people with a sinking feeling when they realize that uneven subsidence — and even full-on sinkholes — might not be covered.

Now, if you want to protect your home from subsidence you have to purchase extra insurance.

That’s because Florida law once required homeowners insurance to provide sinkhole coverage, but not coverage for subsidence. Today, it covers only “catastrophic ground cover collapse.”

By about 2010, sinkhole claims across Florida were rising. So in 2011, Florida’s Legislature altered the law to restrict payouts for sinkhole claims to only the most catastrophic cases. That meant that many people whose homes were merely damaged by subsidence in Southeast Florida were often not eligible for payouts.

Stephen Marino, managing partner of Ver Ploeg & Marino, a Miami law firm that represents insurance policy holders, said insurance companies have spent years carving out exceptions to homeowners coverage to reduce their costs. Now, if a homeowner wants coverage for a specific risk like a flood or a sinkhole, they have to buy it separately, he says.



In 1981, a sinkhole in Winter Park opened up gulping down 250,000 cubic yards of soil, five Porsches at a foreign car repair shop, the deep end of an Olympic-size swimming pool, chunks of two streets and a three-bedroom home. Picture taken May 11, 1981. (Red Huber, Orlando Sentinel file) (Orlando Sentinel)

“In Florida, to be a fully covered homeowner in certain parts of the state, you now have to have a property insurance policy for liability coverage, a windstorm policy, a flood policy and a sinkhole endorsement or separate sinkhole coverage,” he said. “Florida is treated differently than other states because a cautious homeowner has to buy four separate insurance policies for the same structure.”

Not a lot of people do, says Paul Handerhan, president of the Federal Association for Insurance Reform, a consumer-focused watchdog group.

“The broader coverage is more expensive, and I don’t believe many people purchase it,” he said.

One reason might be the high deductibles.

Friedlander, from the Insurance Information Institute, points out that optional sinkhole coverage has deductibles set by law at either “1%, 2%, 5% or 10% of the property dwelling limit. So, if your home’s dwelling limit is $300,000, and you have a 5% deductible, the deductible would be $15,000 before a claim payout is made by your insurer.”

In 2010, sinkhole damage claims in Southeast Florida almost doubled, data from the Florida Department of Insurance Regulation shows. Between 2006 and 2009, Miami-Dade and Broward accounted for only 2.9% of all sinkhole claims state-wide. In 2010, the two counties accounted for 4.2% of all claims statewide.

Hernando, Pasco, Hillsborough, and Pinellas counties, known as “the sinkhole belt,” accounted for well over 85% of all sinkhole claims in and payouts in the early 2000s.

The 2011 laws also had predictable effects. In one 2017 lawsuit out of West Kendall in Miami-Dade, a judge found in favor of an insurance company simply because the house in question had not collapsed — even though the insurance company recognized that the “cause of distress to the property is related to non-engineered fill causing settlement of the soils which caused damage to the home,” court records read.

But not all sinkhole claims go unpaid.

“I myself have 30, 40 claims in the Hollywood area, in the Plantation area, South Miami area, where the engineers for the insurance companies have confirmed sinkhole activity,” says Howard Levine, an attorney who has represented Broward homeowners in sinkhole cases against insurance companies.

Rarer in larger buildings, but possibly more dangerous.

Subsidence has affected at least one other large building in the area. In downtown Miami, the opening of the 47-story building now called Miami Tower was delayed in 1988 after the building sank 5 inches on

one side, disrupting the operation of its elevators. Engineers had to remove and reinstall the elevators after the building finished settling into its foundation.

In Surfside, the Champlain Towers building sank at a rate of about 2 millimeters a year in the 1990s, according to a study by Florida International University professor Shimon Wdowinski.

“Two millimeters per year is usually not a big threat,” Wdowinski said, unless the building was subsiding unevenly, though the data from his study cannot speak to that.

Wdowinski used satellite data to determine that the building itself was sinking. He also detected small pockets of land subsidence that were distributed along the western area of Miami Beach, a part of the city that was historically built on fill dredged from the bottom of Biscayne Bay.

RELATED: Blame Miami Beach’s high-tide flooding on sea-level rise and climate change | Opinion »

But it appears that the Surfside building may have lacked design elements intended to prevent it from settling unevenly, say two independent civil engineering experts who reviewed the building’s plans.

Like most large structures in Florida, Champlain Towers South was built on piles — long concrete rods sunk or pounded deep into the earth that hold the building up in soft or mushy soil.

Atorod Azizinamini, dean of the Department of Civil and Environmental Engineering at Florida International University, says that the plans for the Surfside building lacked any indication that its support pilings were connected by grade beams, which can tie them together and prevent them from settling at different rates.

Mohamed W. Fahmy, a lecturer in engineering at the University of Miami who also runs a structural consulting firm, concurs with Azizinamini’s analysis about the building’s vulnerability to lateral movement caused by differential subsidence.

He points out that the building’s foundation — an almost foot-thick slab of concrete laid around all the piles — does not have rebar connecting it to the piles at both its top and bottom.

Both Fahmy and Azizinamini said that the design elements lacking from the building don’t prove that uneven settlement actually took place, just that the building lacked an element designed to prevent it.

“You’re going to find out many factors played a role in this thing,” Azizinamini said. “Not just one.”

Allyn Kilsheimer, the engineer hired by the Town of Surfside to investigate the collapse, is skeptical of theories that the building was vulnerable to differential subsidence.

“We’ve done close to a thousand buildings that we have on piles. We don’t have grade beams in any of those,” he said.

Mario Ariza is an investigative reporter for the Sun Sentinel. You can follow him on Twitter @inaminorkey or email him mariza@sunsentinel.com.

David Fleshler can be reached at dfleshler@sunsentinel.com and 954-356-4535.



Mario Ariza

South Florida Sun Sentinel

From: Caryl Shuham <CSHUHAM@hollywoodfl.org>
Sent: Sunday, August 8, 2021 12:55 PM
To: Geller, Steve <SGELLER@broward.org>
Subject: Re: [EXT]Aug. 9, 2021 Agenda - Broward County Condominium Structural Issues Committee

External Email Warning: This email originated from outside the Broward County email system. Do not reply, click links, or open attachments unless you recognize the sender's **email address** (not just the name) as legitimate and know the content is safe. Report any suspicious emails to ETSSecurity@broward.org.

Mayor Geller,

Thank you creating this very critical committee and allowing me to be a part of it. As an elected official in Hollywood's eastern most district with its many condos, as a lawyer with a degree in civil engineering focused on construction law, as a member of the board of my own beachside condo preparing for its 40-year inspection, and as a member of the Broward Climate Change Task Force, I feel uniquely qualified to participate and greatly appreciate the opportunity to do so. I will be joining the meetings remotely on 8/9 and in person on 8/23 and 8/30.

Please consider having Keren Bolter speak to the group about geological and land subsidence monitoring in coastal areas (and other resiliency topics). She was quoted immediately after Surfside in USA Today, "Investing in preventative measures instead of reactive responses saves lives, money and time."

https://www.usatoday.com/restricted/?return=https%3A%2F%2Fwww.usatoday.com%2Fstory%2Fnews%2Finvestigations%2F2021%2F06%2F24%2Fbuilding-collapse-miami-structure-had-been-sinking-into-earth%2F7778631002%2F . Here is her LinkedIn bio:

> Dr. Keren Bolter leads climate change and resilience initiatives in South Florida. Her work as senior planner at Arcadis includes GIS modelling, vulnerability analyses, adaptation planning, green infrastructure, and outreach/engagement. She overlays risk data to map impacts of climate shocks and stressors with the intention of identifying opportunities for prioritizing risk hotspots. In 2018, Dr. Bolter led the development of five FEMA applications, all of which are being successfully awarded. These grants will provide nearly $40 million to support planning and to protect infrastructure for jurisdictions in Florida and Virginia. Dr. Bolter has presented her Sea Level Rise and storm surge models for TEDx Miami, NBC, PBS, National Geographic, and more. Her success lies with her inner drive to increase awareness on environmental impacts in a positive way which inspires a call to action.

Recently, I organized a meeting between City staff members and Hollywood residents living in older condos on the barrier island within Hollywood. The meeting served to enhance staff's understanding of the challenges condo owners and their boards are facing. Below is a list of ideas the new County committee might consider as suggested by these residents and staff.

With warmest wishes,

Caryl

SUGGESTED CHANGES TO APPLICABLE LEGISLATION IN LIGHT OF SURFSIDE COLLAPSE (Please forgive typos, etc. we wanted to get this to you before tomorrow)

Mandated Certifications, Inspections, and Engineering Reports:

- The certification requirements need to be broader (e.g., include geotechnical, foundation, outdated safety issues and more)
- 40 years is too long to wait to re-certify any building. Suggested: initial 15 years plus every 5 thereafter; every 10 years with complete concrete and foundation checks. After the initial certification, re-certified every 5-7 years. (It is recommended that buildings be painted every 5-7 years, so it would make sense to ensure the concrete is in good shape before painting.)
- More frequent basic life-and-safety inspections. (Use these inspections to "force" or trigger an increase reserve schedule. That way associations have some professional engineering expertise driving what money is put aside.
- Engineering report should be completed at least a year in advance of and repairs under contract by anniversary date.
- When an engineer is called in to certify or otherwise assess an issue, their report should be registered with the municipality. [This is important so that in the event there is a board change, the work that is recommended by the engineer stays on track.]
- Concrete roof slabs should be certified by an engineer before a roofing permit is issued.
- During the recertification, items that affect the safety should be updated to current code when possible. High risk safety rules should not be avoided by grandfathering. (e.g., the code for balcony railings has changed but older buildings are still allowed dangerously wide pickets due to grandfathering. If this is not mandated, members will not voluntarily spend money until something tragic happens.)
- Pilings/ foundations need to be part of the requisite certification process at certain key anniversaries (e.g., 20 years) Use ground-penetrating radar to analyze the concrete and steel that make up the building. Take samples of the concrete for strength testing.
-

Condo Laws (Fl. Sttt. Section 718)

<u>Reserves</u>

- Allow for partial reserves or full reserves but never no reserves. (Inadequate reserves are the reason for huge assessments which in turn displace seniors and others on fixed incomes)
- Mandate reserve studies every 3-5 years and the amount to be reserved should be based on that report.
- Broaden categories of expressly required reserves
- Mandate reserves for ongoing engineering studies.
- Mandate reserves for foundational investigations (or other roots of Champlain collapse once determined).
- Revise reserve accounting from the component method to the pooled method. This way if there is not enough money in, for example, the painting component you can use money from elevator component until you can replace the money in the reserve account.

Board Members

- Annual condo training mandatory – no opt out. Training to include basic building structural safety and proper maintenance as well as critical nature of professional engineering opinion (too many board members deem themselves “experts”)
- There should be a training component similar to the Supreme Court Certified Mediation Training program. This would make it easier to find qualified board members.
- Afford board members qualified immunity
- Create “safe harbor” for board members if they rely on a written professional opinion (e.g., engineering, legal)
- Legislate better indemnification/insurance coverage for board members.
- Allow for non-owners to be on a board of directors, if they have certain licensed professional qualifications, such as an attorney, engineer, real estate broker, community association manager, etc.

Property Management

- Any building that has more than X units (e.g.,40) or Y floors (e.g., 6) must utilize and budget for a licensed property manager.

Special Meetings

- Once the required engineering report is in hand, condo should be required to hold a special meeting where all owners get special notice (like annual meeting). Engineer and municipal building official must attend. Residents to be notified at this meeting that failure to timely repair will result in huge daily municipal penalties for which association is responsible (no longer can repairs be delayed.)

Owner Initiated Inspections

- Create unit owner-initiated private or municipal building department inspections (circumventing condo board). For example, if 10% of owners sign a complaint, an inspector must investigate identified safety issues (need a mechanism to preclude boards from sweeping issues under the rug and covering up in order to save money.)
-

Government Obligations

- Municipalities should send out required inspection notices at least 2 years before the subject building anniversary. In today’s market, 180-day period to complete repairs is impossibly short.
- Mandate that municipalities assess financial penalties for repair delays. (As incentive to compliance with certification rules)
- Municipality to provide a list of available/knowledgeable/qualified engineers who are taking on local work
- Any countywide engineering to be with shared (e.g., land subsidence /flooding/drainage, etc.)
- State/County should commence monitoring land shifts in coastal areas. (Inefficient for a single city or building to do this). Per Dr. Keren Bolter, "Investing in preventative measures instead of reactive responses saves lives, money and time.” USA Today.
- FDOT must fix all roadway drainage issues may be damaging buildings or causing sinkholes due to flooding. (e.g. faulty storm drainage systems including flap gates and check valves from ICW have failed). Question: If the drainage pipes, basins, and check valves are the responsibility of FDOT and the State, are they also responsible for any structural damage that might have been caused by rising waters due to the failure of their equipment onto adjacent buildings all along

A1A? If yes, what action can a city take on behalf of its residents against FDOT and get FDOT to pay for any resulting damages, particularly now that there are ongoing structural inspections of buildings due to the calamity in Surfside?

- State/County should require developers do geotechnical investigation of surrounding buildings.
-

Insurance

- Insurance companies should offer discounts to condos that get engineering inspections:
  - 5 years 10% discount
  - 10 years 5 % discount
  - and so on

  (These discounts would easily offset the cost of the engineer's reports and minimal maintenance instead of waiting till repairs are excessive.)

- Need better controls on insurance companies re: costs, deductibles and delays of payment using the court system.

Caryl S. Shuham

Commissioner, District 1
City of Hollywood
P.O. Box 229045
2600 Hollywood Blvd.
Hollywood, FL 33022-9045
Telephone: 954.921.3321
Email: cshuham@hollywoodfl.org

Notice: Florida has a broad public records law. All correspondence sent to the

City of Hollywood via e-mail may be subject to disclosure as a matter of public record.

Andrew J. Meyers
County Attorney

OFFICE OF THE COUNTY ATTORNEY
115 S. Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301

954-357-7600 · FAX 954-357-7641

MEMORANDUM

TO: Mayor Steve Geller

FROM: Maite Azcoitia, Deputy County Attorney */s/ Maite Azcoitia*

DATE: August 5, 2021

RE: **Condominium Structural Issues**
CAO File: 60053-0000

You have asked several questions related to condominiums and existing laws and regulations that would affect their redevelopment, including existing land use and density requirements, termination of condominiums, insurance requirements and statutory reserves, and Florida Building Code provisions requiring the demolition of unsafe buildings when correction of deficiencies exceed certain thresholds.

Land Use and Density Requirements

The maximum density permitted by the Broward County Land Use Plan is fifty (50) units per gross acres. However, existing condominiums in the Coastal High Hazard Area that were subject to past decreases in density resulting from the adoption of the 1977 or 1989 Broward County Land Use Plans may be redeveloped to the actual built density and intensity, provided that the redevelopment meets all public safety codes in effect at the time of redevelopment. This includes the Florida Building Code and the flood elevation and hurricane evacuation standards. The Coastal High Hazard Area, also referred to as the Coastal Storm Area, includes properties directly connected to the mainland by bridges and all low-lying properties that have restricted evacuation and emergency access. The Coastal High Hazard Area is reflected in the map attached to this memorandum.

Termination of Condominium

Condominiums are created as authorized by statute and are subject to covenants that encumber the land and restrict the use of real property. In some circumstances, the Florida Legislature has found that the continued enforcement of those covenants may create economic waste and areas of disrepair that threaten the safety and welfare of the public or cause obsolescence of the property for its intended use and thereby lower property tax values. In such instances, it is the public policy of the State to provide by statute a method to preserve the value of the property interests and the rights of alienation thereof that owners have in the condominium property before and after termination.

Accordingly, the Florida legislature established a method of termination of a condominium for economic waste or impossibility and an optional method of termination.

Section 718.117(2), F.S., establishes procedures to terminate a condominium form of ownership for economic waste of impossibility. Notwithstanding any provision in the declaration, a condominium form of ownership of a property may be terminated by a plan of termination approved by the lesser of the lowest percentage of voting interests necessary to amend the declaration or as otherwise provided in the declaration for approval of termination if:

- The total estimated cost of construction or repairs necessary to construct the intended improvements or restore the improvements to their former condition or bring them into compliance with applicable laws or regulations exceeds the combined fair market value of the units in the condominium after completion of the construction or repairs; or

- It becomes impossible to operate or reconstruct a condominium to its prior physical configuration because of land use laws or regulations.

The statute contains provisions for the termination of a condominium in which 75 percent or more of the units are timeshare units. In such a condominium, a plan of termination may be approved by 80 percent of the total voting interests of the association and the holders of 80 percent of the original principal amount of outstanding recorded mortgage liens of timeshare estates in the condominium, unless the declaration provides for a lower voting percentage. Section 718.118(2), F.S., further provides that a condominium that includes units and timeshare estates where the improvements have been totally destroyed or demolished may be terminated pursuant to a plan of termination proposed by a unit owner upon the filing of a petition in court seeking equitable relief.

If economic waste or impossibility is not the basis for a condominium termination, Section 718.117(3), F.S., establishes a procedure for optional termination. Under the statute, the condominium form of ownership may be terminated for all or a portion of the condominium property pursuant to a plan of termination meeting the requirements of Section 718.117(3), F.S., and approved by the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation ("Division"). Before a residential association submits a plan to the Division, the plan must be approved by at least 80 percent of the total voting interests of the condominium and not have been rejected by 5 percent or more of the total voting interests of the condominium by negative vote or by providing written objections.

As you know, a previous version of Section 718.117, F.S., was the subject of an opinion by the Third District Court of Appeal in *Tropicana Condo. Ass'n, Inc. v. Tropical Condo., LLC*, 208 So. 3d 755 (Fla. 3rd DCA 2016). In *Tropicana*, the Court examined "whether a retroactive application of [Section 718.117(3), F.S.] exists to override the procedural defect of the Declaration amendments; and, if so, whether such retroactive application is constitutional." The condominium at issue in Tropicana had a provision within its declaration requiring unanimous approval of the owners for termination. After a number of attempts to amend this provision, the condominium board successfully secured a majority vote to amend the declaration to comport with the then recently enacted Section 718.117, F.S., reducing the number of required votes for termination to only 80 percent. Notably, the declaration did not include "*Kaufman*" language confirming that the Florida Condominium Act (which was referenced in the declaration) was incorporated "as amended from time to time". The Court held that, absent *Kaufman* language, an amendment to the Condominium Act will not have retroactive application to a condominium's Declaration if it impairs contractual obligations. The Court further held that the condominium unit holders had a vested right in the contractual provision relating to termination in the declaration, and that the retroactive effect of Section 718.117, F.S., was an impermissible impairment of contract.

The *Tropicana* court did attempt to determine "how much impairment is tolerable" by applying the three-prong balancing test found in *Pomponio v. Claridge of Pompano Condo., Inc.*, 378 So. 2d 774 (Fla. 1979) (although, notably, the court only evaluated the third prong: "[d]oes the law effect a temporary alteration of the contractual relationship of those within its coverage, or does it work a severe, permanent, and immediate change in those relationships irrevocably and retroactively?"), and determined that the amendment worked a severe, permanent and immediate change to the unit owners' safeguards against the condominium termination that are expressed in the declaration. *Id*. Therefore, no degree of impairment was held to be tolerable.

In *Pomponio*, the Florida Supreme Court examined whether Section 718.401, F.S., regarding the deposits of rents into the registry of the court during litigation involving obligations under a condominium lease impermissibly impaired the obligation of contracts in violation of Article I, Section 10 of the Florida and federal constitutions. The Court held that "virtually no degree of contract impairment is tolerable in this state" and that the conclusion "that 'virtually' no impairment is tolerable ***necessarily implies that some impairment is tolerable*** [emphasis added], although perhaps not so much as would be acceptable under traditional federal contract clause analysis." *Id*. at 780. The court adopted the following three-prong balancing test:

> To determine how much impairment is tolerable, we must weigh the degree to which a party's contract rights are statutorily impaired against both the source of authority under which the state purports to alter the contractual

> relationship and the evil which it seeks to remedy. Obviously, this becomes a balancing process to determine whether the nature and extent of the impairment is constitutionally tolerable in light of the importance of the state's objective, or whether it unreasonably intrudes into the parties' bargain to a degree greater than is necessary to achieve that objective.

Ultimately, the Court held that the statute's application against the declaration constituted an unconstitutional impairment of contract and that the state's justification of exercising its police powers was not sufficient to tolerate any degree of impairment. *Id*. at 782.

The Florida Supreme Court revisited the contract impairment issue in *Searcy, Denney, Scarola, Barnhart & Shipley, etc. v. State of Florida*, 209 So. 3d 1181 (Fla. 2017), a case examining the constitutionality of statutory limitations on attorneys' fees against a contract negotiated by the parties. The Court held that "an impairment may be constitutional if it is reasonable and necessary to serve an important public purpose. . . However, where the impairment is severe, '[t]he severity of the impairment is said to increase the level of scrutiny to which the legislation will be subjected.' . . . There must be a 'significant and legitimate public purpose behind the regulation.'" *Searcy, Denney, Scarola, Barnhart & Shipley, etc.* at 1192 (quoting *U.S. Trust Co. v. New Jersey*, 431 U.S. 1, 25, 97 S.Ct. 1505, 52 L.Ed.2d 92 (1977) and quoting *Energy Reserves*, 459 U.S. at 411, 103 S.Ct. 697). Most recently, in *Northwood Assocs., LLC v. Ertel*, 265 So. 3d 665, 670 (Fla. 1st DCA 2019), the First District Court of Appeal affirmed that "an impairment may be constitutional if it is reasonable and necessary to serve an important public purpose."

Notably, Subsections (c) and (d) of Section 718.117(1), F.S., state:

> (c) **It is contrary to the public policy of this state to require the continued operation of a condominium when to do so constitutes economic waste or when the ability to do so is made impossible by law or regulation.**
> (d) It is in the best interest of the state to provide for termination of the covenants of a declaration of condominium in certain circumstances in order to:
> 1. Ensure the continued maintenance, management, and repair of stormwater management systems, conservation areas, and conservation easements.
> 2. **Avoid transferring the expense of maintaining infrastructure serving the condominium property**, including, but not limited to, stormwater systems and conservation areas, **to the general tax bases of the state and local governments**.
> 3. **Prevent covenants from impairing the continued productive use of the property.**

> 4. **Protect state residents from health and safety hazards created by derelict, damaged, obsolete, or abandoned condominium properties.**
> 5. **Provide fair treatment and just compensation for individuals and preserve property values and the local property tax base.**
> 6. Preserve the state's long history of protecting homestead property and homestead property rights by ensuring that such protection is extended to homestead property owners in the context of a termination of the covenants of a declaration of condominium. [Emphasis added]

In conclusion, if a condominium association can demonstrate that economic waste or impossibility exists (as described in the statute), the procedure outlined in Section 718.117(2), F.S., may be utilized to terminate the condominium. If neither economic waste or impossibility exists and the condominium association still wishes to terminate, the condominium may seek to terminate pursuant to the optional termination provisions of Section 718.117(3), F.S. If the declaration does not contain *Kaufman* language, an optional termination may be deemed an impermissible impairment of contract. Courts may apply the *Pomponio* three-prong balancing test to weigh the degree to which a party's contract rights are statutorily impaired against both the source of authority under which the state purports to alter the contractual relationship and the evil which it seeks to remedy. Moreover, a Court may find that an impairment is constitutional if it is reasonable and necessary to serve an important public purpose.

Condominium Insurance Requirements

Section 718.111(11), F.S., requires associations controlled by unit owners operating as a residential condominium to use their **best efforts** to obtain and maintain property insurance to protect the association, the association property, the common elements, and the condominium property insured for full insurable value, replacement cost, or similar coverage, based on the replacement cost of the property to be insured, as determined by an independent insurance appraisal conducted at least once every 36 months. This language is consistent with case law that recognizes that some buildings may be uninsurable or extremely expensive.

In *Citizens Prop. Ins. Corp. v. River Manor Condo. Ass'n, Inc.*, 125 So. 3d 846, 848 (Fla. 4th DCA 2013), a condominium association brought suit against Citizens Property Insurance, claiming that certain language in the policy "requiring that it be amended to 'conform' to any conflicting statutes of the State where the property is located" conflicted with Section 718.111(11), F.S. "requir[ing] insurers that issue condominium policies to provide coverage for '[a]ll portions of the condominium property located outside the units,' and '[a]ll portions of the condominium property for which the declaration of condominium requires coverage by the association." The Court held "that when considered as a

cohesive whole, Section 718.111(11), Florida Statutes (2005), is intended to regulate the insurance obligation of condominium associations by: (a) specifying the items that the association is responsible for covering versus the items that the unit owners are responsible for covering; and (b) requiring associations to use their "best efforts" to obtain the coverage it is responsible for securing. The statute was not intended to impose a mandatory insurance obligation upon carriers." *Id.* at 853.

Notably, other jurisdictions have adopted statutes similar to Section 718.111(11), F.S. For example, North Carolina requires associations to maintain insurance against commonly insured perils "to the extent available." See N.C St. § 47C-3-113. Maryland has a similar "reasonably available" requirement. Md. Code., Real Prop. § 11-114. Conversely, in Illinois, any policy issued to a condominium association must provide certain coverage, which is unlike Florida where a condominium association has discretion to get coverage for some things and not others. See 765 ILCS 605/12.

Statutory Reserves

Section 718.112(f)2.a., F.S., states that, "[i]n addition to annual operating expenses, budget must include reserve accounts for capital expenditures and deferred maintenance. These accounts must include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost that exceeds $10,000... This subsection does not apply to an adopted budget in which the members of an association have determined, by a majority vote at a duly called meeting of the association, to provide no reserves or less reserves than required by this subsection." Notwithstanding, statutory reserves are often not maintained pursuant to this opt-out, requiring that structural repairs be funded by special assessment. In many instances, condominium owners do not have the means to a pay special assessment.

It is worth noting that very few states require reserves to be funded. A general guide on all 50 states concerning reserves and reserve funding is available at https://www.caionline.org/Advocacy/Priorities/ReserveStudy/Pages/default.aspx.

Florida Building Code Regarding Demolition of Unsafe Structures

Section 116.2.2 of the Florida Building Code provides that, if the cost of completion, repair, and/or replacement of an unsafe building or structure, or part thereof, exceeds 50% of its value, or if the cost of structural repair or replacement of an unsafe building or structure, or part thereof, exceeds 33% of its structural value, the building or structure, or part thereof, must be demolished and removed from the premises. An exception to the foregoing percentages may be recognized, provided: (1) the owner of the property has the ways and means to complete the work; (2) all imminent danger has been removed

from the site; (3) all applicable zoning regulations are met; (4) all applicable requirements of other departments and agencies are met; (5) criteria noted in the Florida Building Code Existing Building are followed; and (6) any remaining portion of the structure to be used in rebuilding is certified as safe by an engineer or architect.

If you have any questions or need additional clarification, please let me know.

MA/gmb

c: Andrew J. Meyers, County Attorney

Broward County Condominium Structural Issues Committee: Insurance

Commercial Residential Insurance Institutions:

1) Reinsurers
2) Primary Insurers
    1. Admitted Insurers
    2. Excess & Surplus Lines Insurers
3) Residual Market Mechanism – Citizens Property Insurance Corporation (CPIC)

Macro Challenges for Commercial Residential Insurance Coverage Can Be Bifurcated into Availability and Affordability:

1) Availability
    1. Reinsurance, Primary Insurance, Residual Market (CPIC) - Appetite/Capacity
        a. Private underwriting
            A1. Property age, 20+ years
            A2. Property height, 5 stories and up
            A3. Property Location, Coastal vs. Inland (Wave wash erosion)
            A4. Significant industry concerns over veracity of the current inspection process
        b. Residual market underwriting
            B1. Windstorm area – wind only
            B2. Multiperil- no differences in conditions (DIC) or liability coverage
            B3. Structural inspections required for sinkhole coverage only
            B4. Electrical and roof inspections required
2) Affordability
    1. Primary Insurers – 20-25% minimums
        a. Admitted
        b. Excess & Surplus Lines
    2. Residual Market (CPIC) – 10% glide path – Fire resistive non sinkhole, best rates

718.111 The association.—

(11) (a) Adequate property insurance, regardless of any requirement in the declaration of condominium for coverage by the association for ***full insurable value, replacement cost, or similar coverage***, must be based on the replacement cost of the property to be insured as determined by an independent insurance appraisal or update of a prior appraisal. ***The replacement cost must be determined at least once every 36 months.***

1. An association or group of associations ***may provide adequate property insurance through a self-insurance fund*** that complies with the requirements of ss. 624.460-624.488.

2. The association ***may also provide adequate property insurance coverage for a group of at least three communities*** created and operating under this chapter, chapter 719, chapter 720, or chapter 721 by obtaining and maintaining for such communities insurance coverage sufficient to

cover an amount equal to the probable maximum loss for the communities for a 250-year windstorm event.

SEA LEVEL RISE – PROJECTIONS, IMPACTS, AND RESILIENCE CONSIDERATIONS FOR CONDOMINIUMS

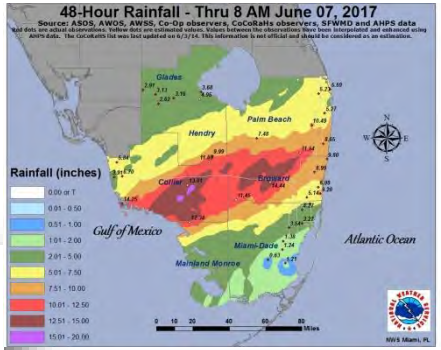
CONDOMINIUM STRUCTURAL ISSUES COMMITTEE
AUGUST 9, 2021

SEA LEVEL RISE AND OTHER CLIMATE IMPACTS - THE UNIQUE COASTAL RISK

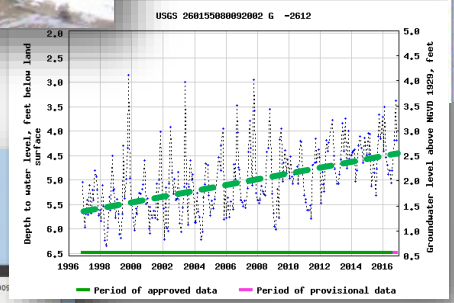
- Compounded Effects
  - Sea Level Rise
  - Increase in Rainfall and Storms
  - Storm Surge
  - Tidal Flooding
- Impacts
  - More frequent
  - More severe
  - More widespread
- Exposures
  - Chronic and Acute

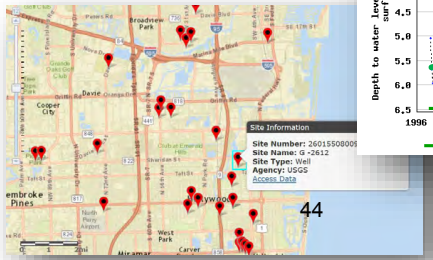


High Tides and Surge



Extreme Rainfall

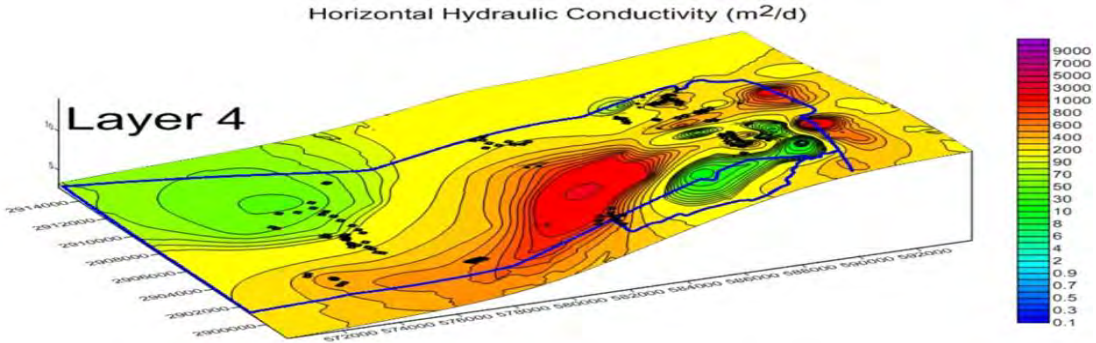




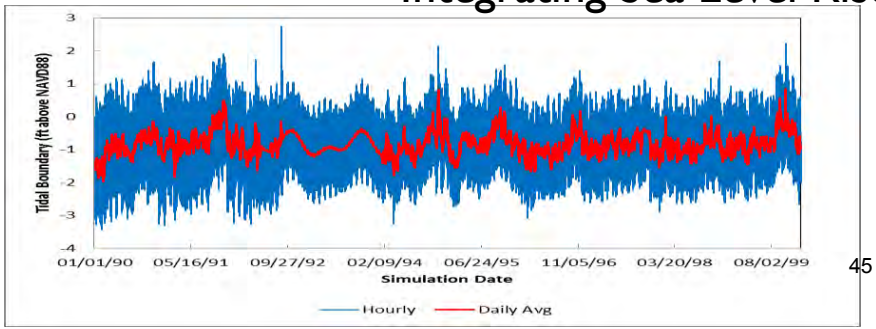
Higher Groundwater

Geology, Hydrology, and Sea Level Rise

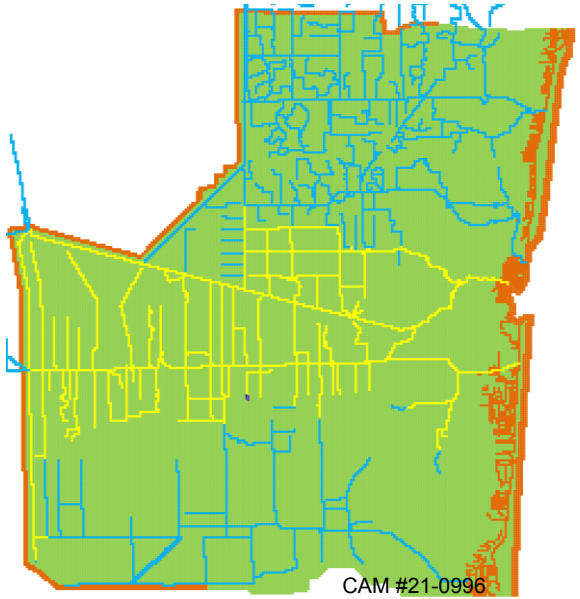
Transmissive Geology



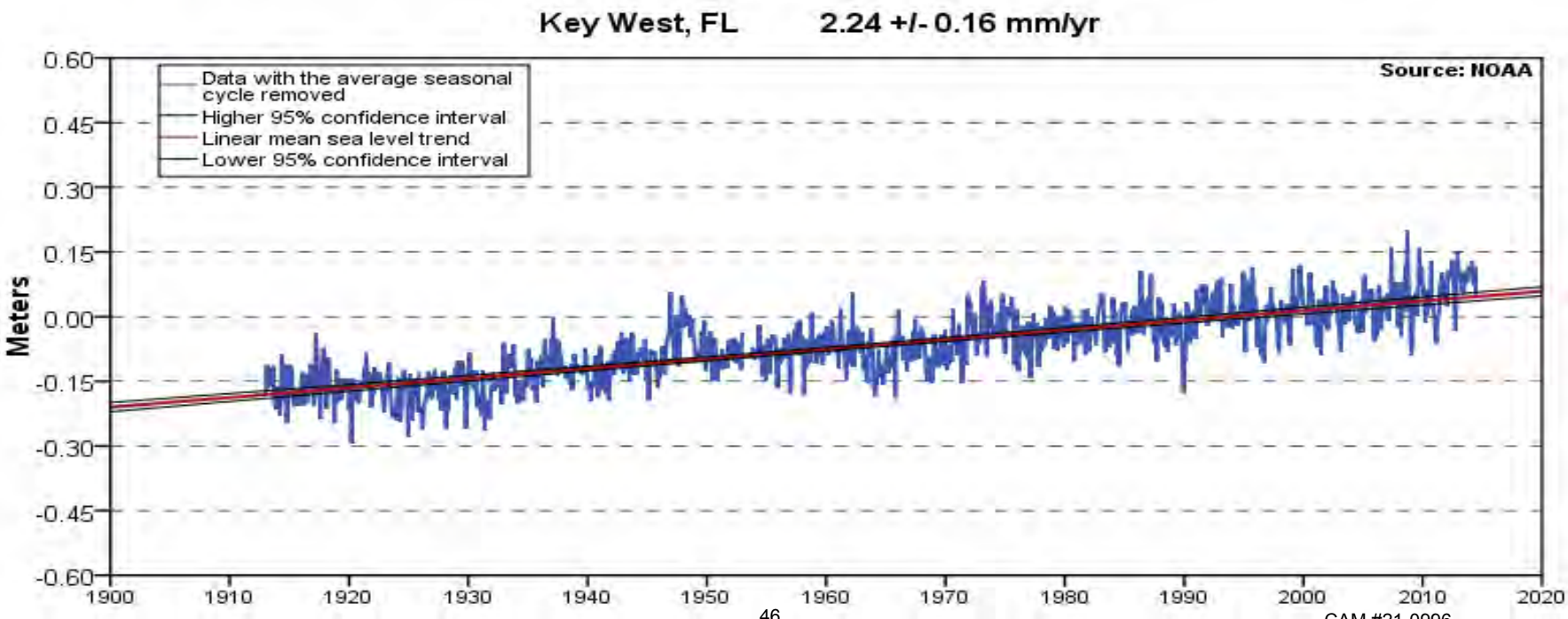
Integrating Sea Level Rise



Broward County Water Management System



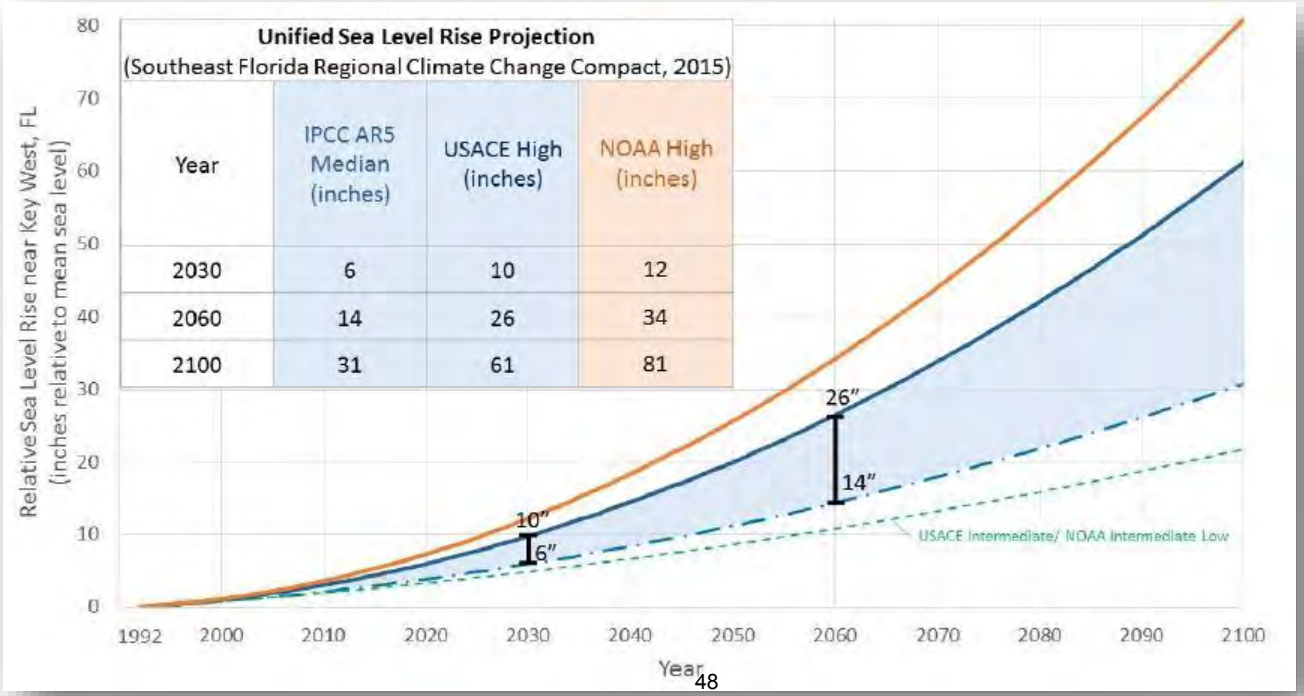
SEA LEVEL RISE - A STATEWIDE TREND



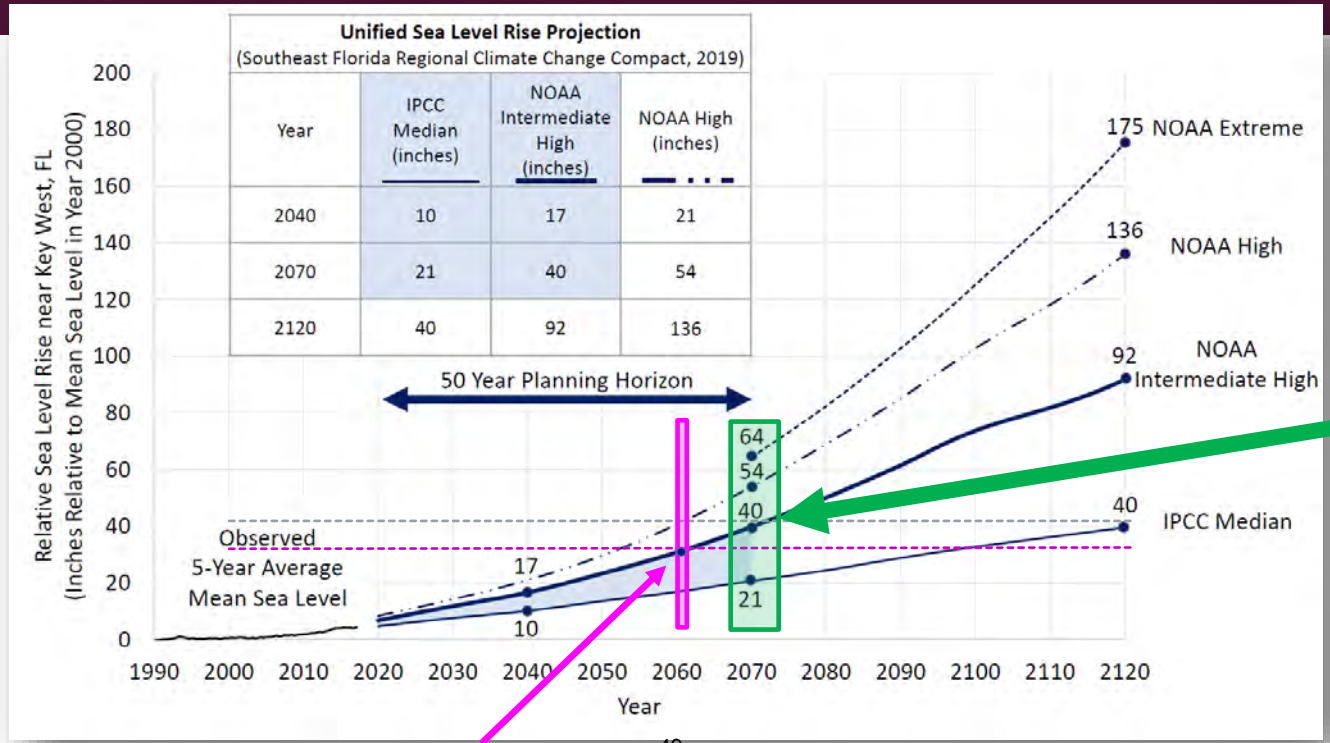
HOW HAS ACCELERATION AFFECTED THE RATE OF RISE?

- 9 inches of sea level rise from 1900 to 2000 (100 years, 1 inch every 11 years)
- 3 inches of sea level rise from 1992 to 2015 (23 years), 1 inch every 7.6 years
- 4 inches sea level rise from 2000 to 2017 (17 years) or 1 inch every 4.25 years

REGIONAL PLANNING: 2015 UNIFIED SEA LEVEL RISE PROJECTION



UPDATE: 2019 REGIONAL SEA LEVEL RISE PROJECTION



IMPLICATIONS FOR INFRASTRUCTURE AND INVESTMENTS

- Higher Flood Elevations
- Increase in Tidal Flooding
- Constrained Water Management
- Drainage Limitations
- Sanitary Sewer I&I
- Foundation Saturation
- Subterranean Flooding
- Roadbed Undermining



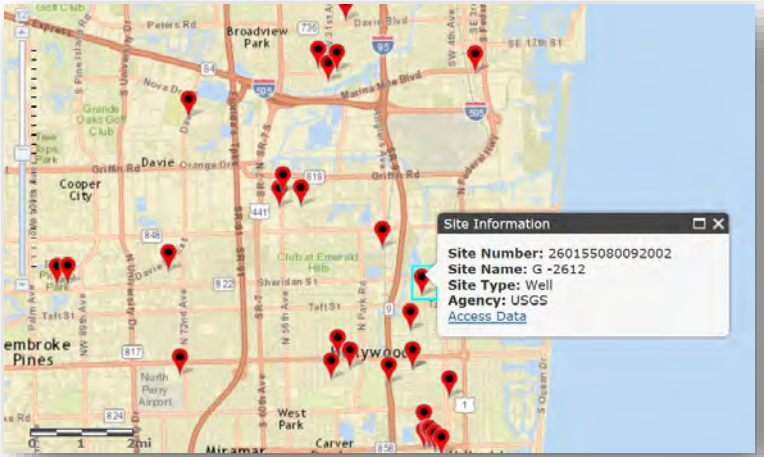


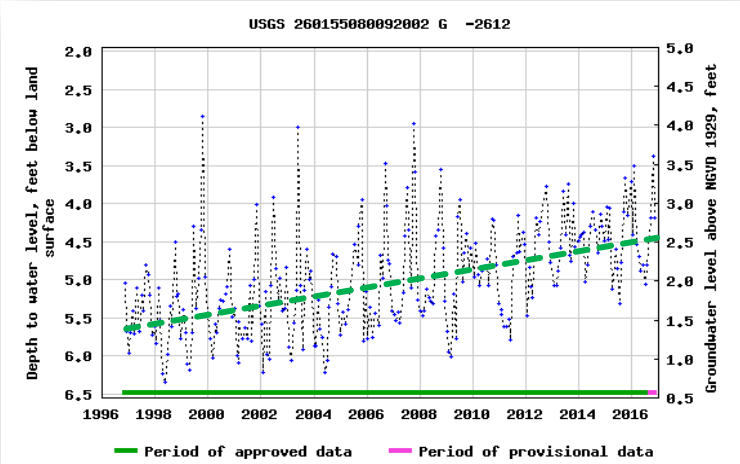




GROUNDWATER TABLE RISE

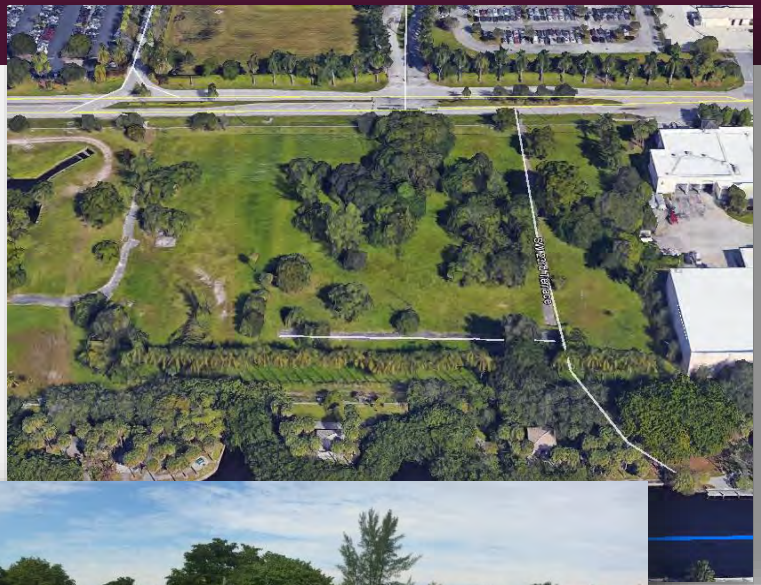
MEASURED INCREASE IN GROUNDWATER TABLE





REDUCTION IN SOIL STORAGE IMPACTS DRAINAGE

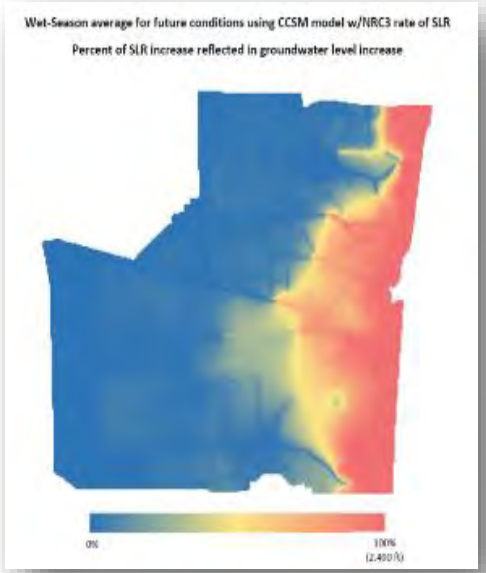




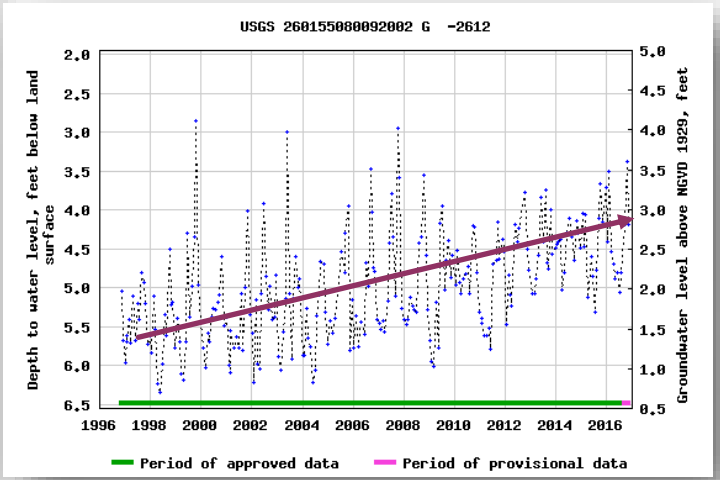


FUTURE CONDITIONS GROUNDWATER TABLE MAP – ESTABLISHED JULY 2017

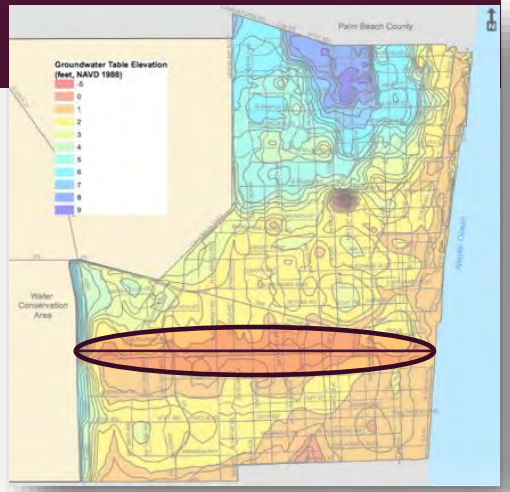
Section 27-200, Plate WM 2.1
Code of County Ordinances



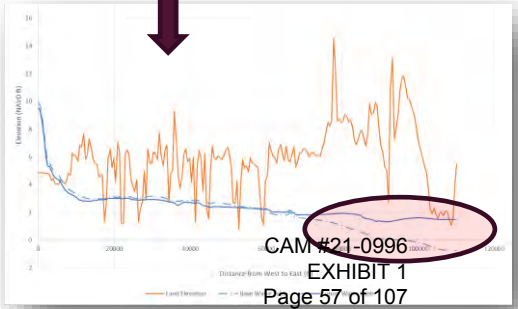
Modeled Rise



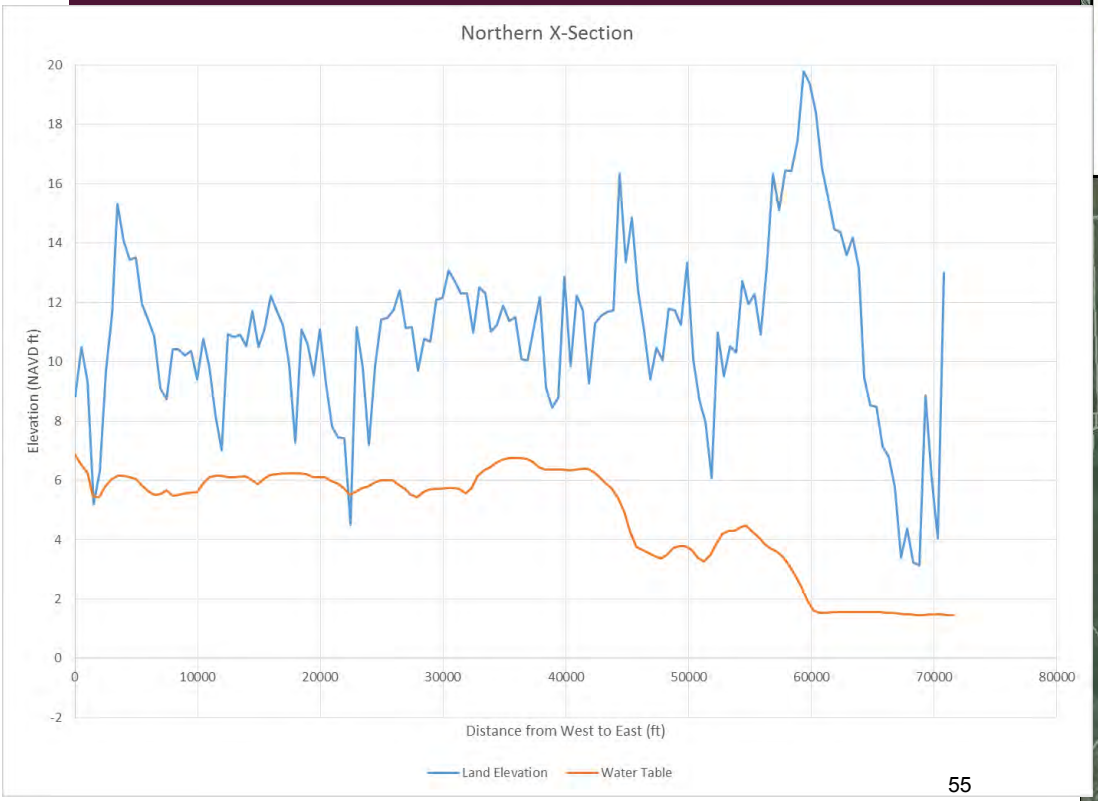
Measured Rise



Cross-Section

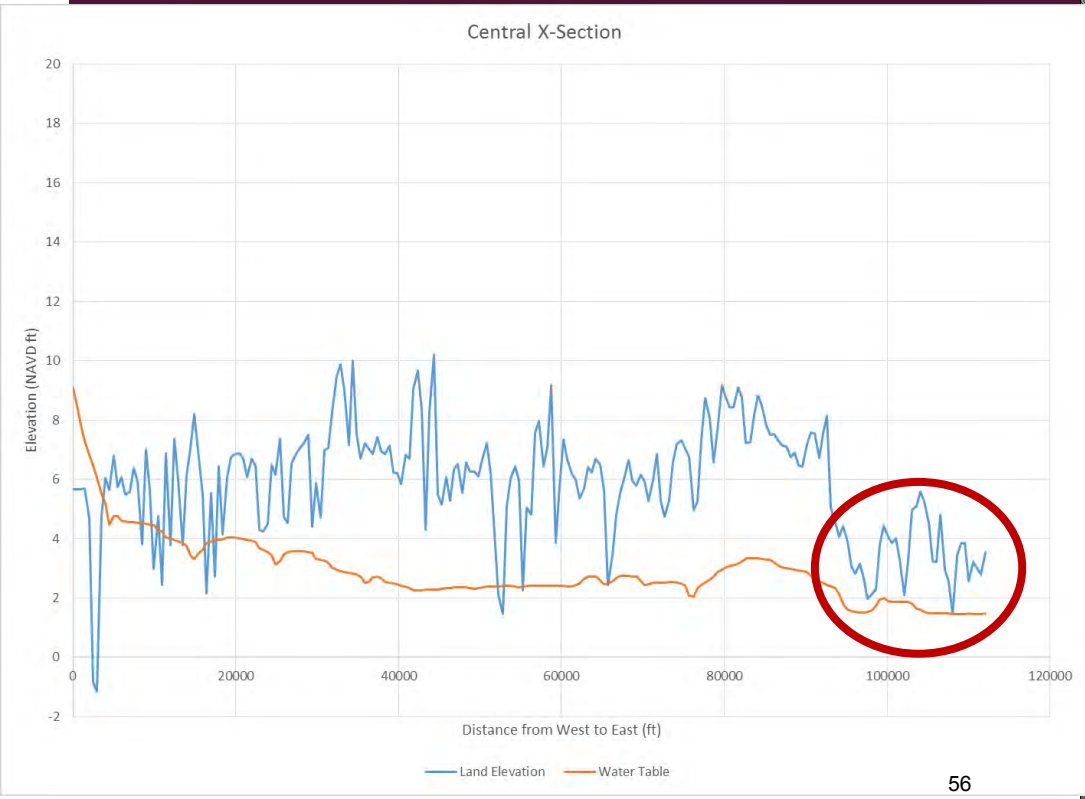


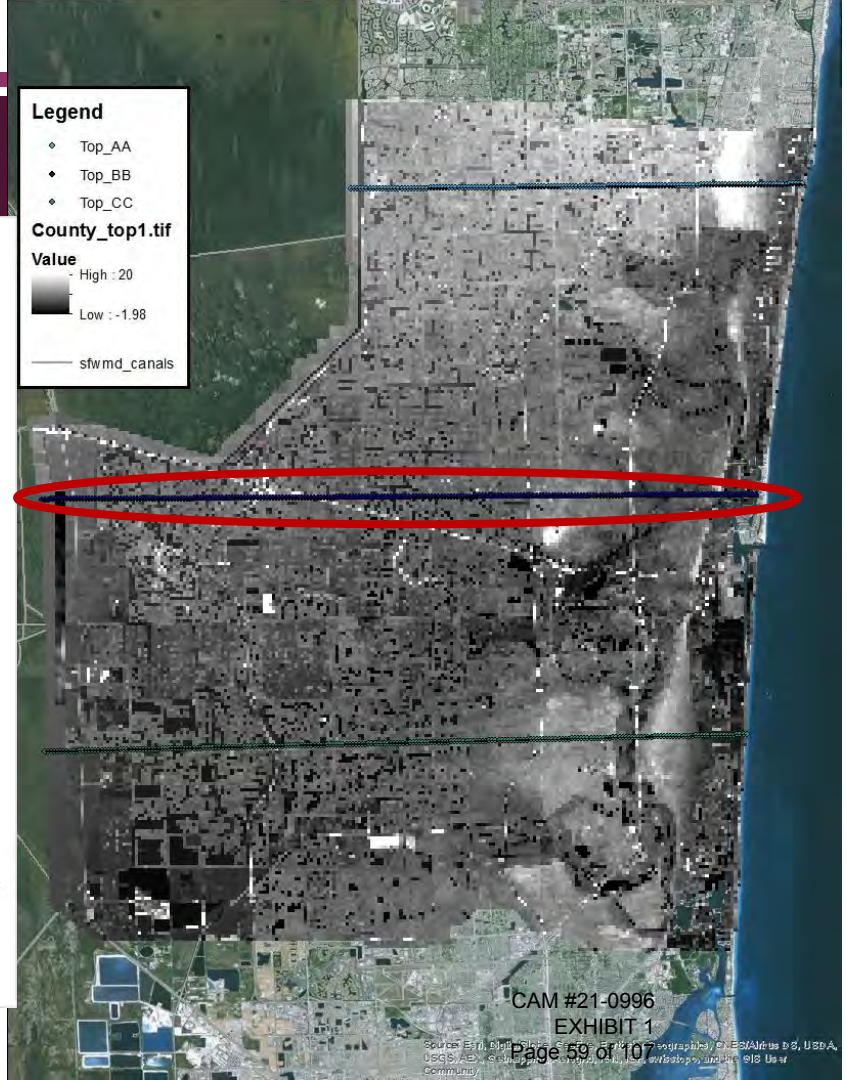
NORTHERN CROSS-SECTION



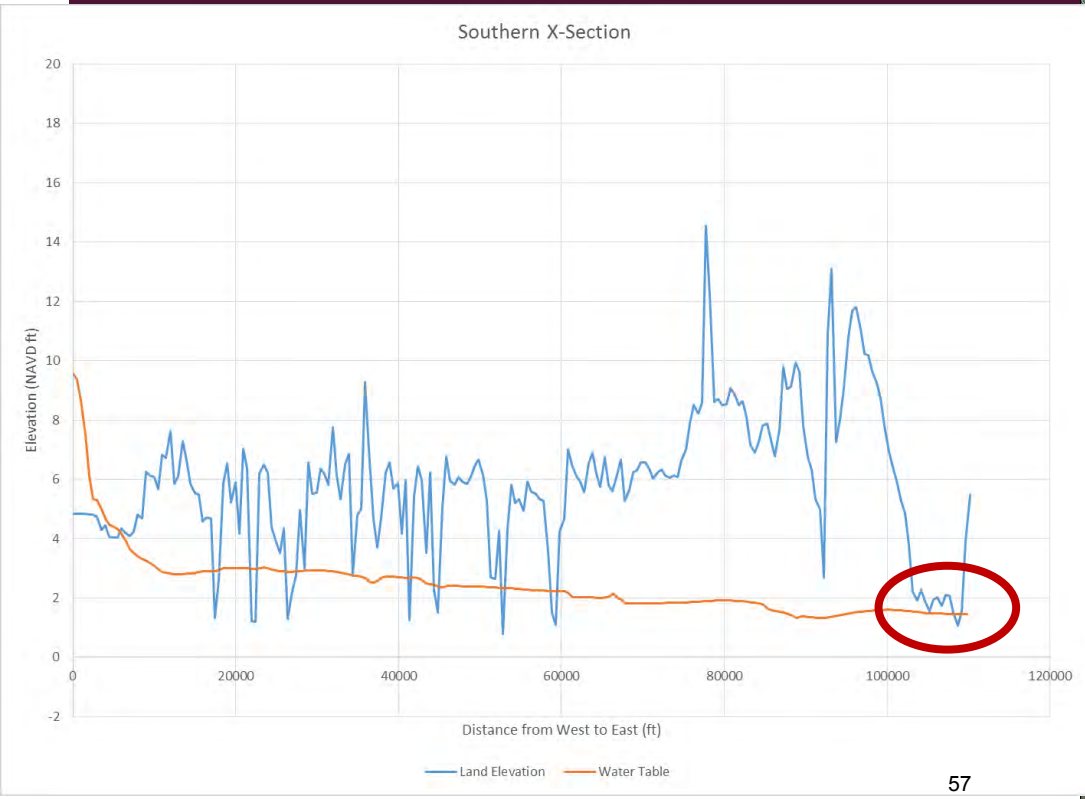


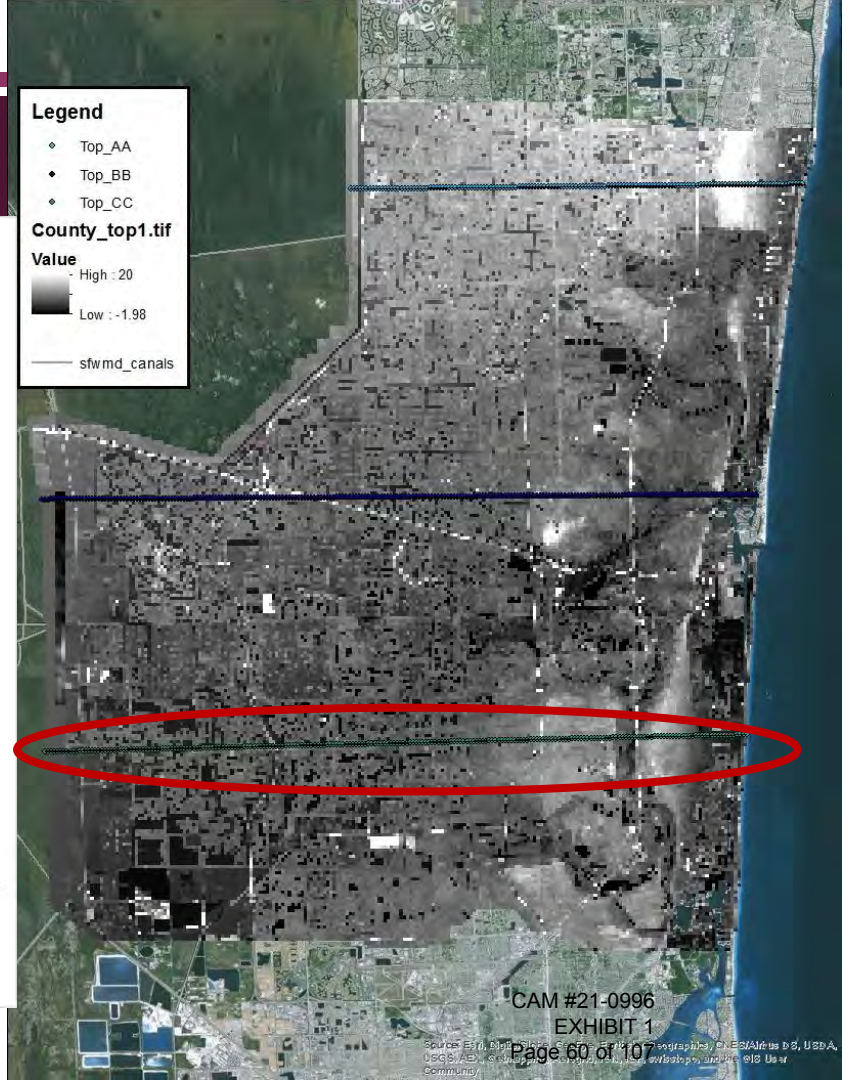
CENTRAL CROSS-SECTION





SOUTHERN CROSS-SECTION







Permitted Condition

- 38% exceeded capacity

Adjusted SLR Design

- +40’ trench
- + pump on drainage well



Permitted Condition

- Dry retention inundated
- Berm overtopped, pipe submerged

Adjusted SLR Design

- +85’ trench
- Raise berm 5” and orifice 2’



Permitted Condition

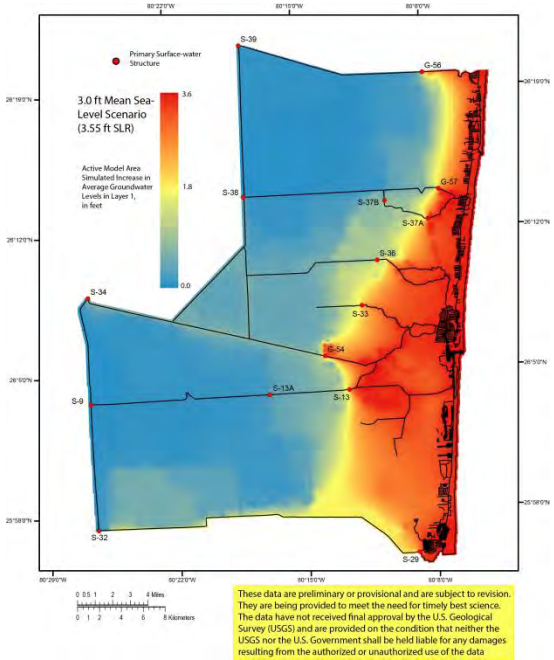
- -58% capacity
- Lot inundated
- Cause offsite flooding

Adjusted SLR Design

- Stem wall initially
- Raise parking lot 2’
- Add drainage well

2021 GROUNDWATER TABLE MAP UPDATE

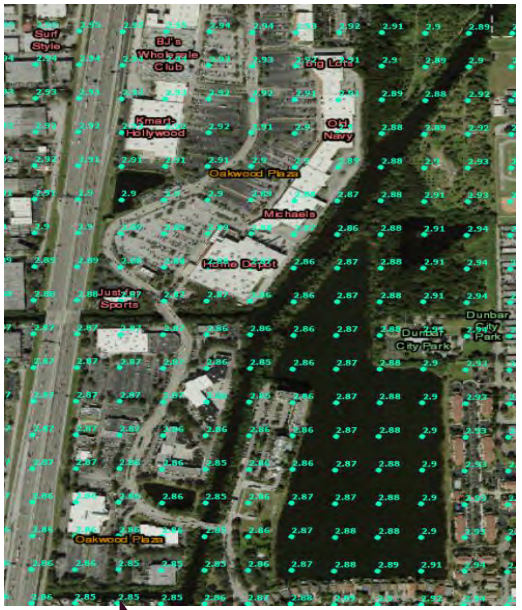
2021Modeled Results (Draft)
(2019 Projection)



2017 Map
(2015 Projection)



2021 Draft Update
(2019 Projection)



0.5 ' Historic → 1.5' 2017 Map → 3.0' 2021 Results

CAM #21-0996
EXHIBIT
Page 62 of 107

OPPORTUNITY #1 – GROUNDWATER RISE

- Require upgrade of site drainage consistent with future conditions standards as part of 40-year recertification process.
- Require coastal properties to improve/seal foundation to sustain exposure to (salty) groundwater

TIDAL FLOODING AND EXPOSURE

RESILIENT TIDAL FLOOD BARRIERS

- Issue:
  - Tidal overtopping of seawalls
  - Allows additional exposure/instrusion of saltwater to structure
  - Address via upgrades, consistent with new standards







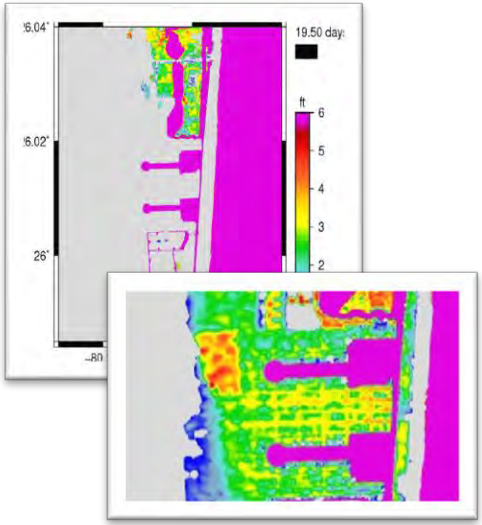


COUNTY-WIDE RESILIENCE STANDARD: TIDAL FLOOD BARRIERS

- Established **5 feet NAVD by 2050,**

  allowing **4 feet NAVD until 2035**
- Requires municipal adoption in 2 years – March 2022.
- Applies to new construction, major restoration, properties cited for tidal trespass
- Expand to 40-year Recertification?

Modeled 4' sea wall



Sea wall + surge

Hollywood Marina





OPPORTUNITY #2 – TIDAL FLOOD PROTECTION

- Consider required upgrade of seawall, berms, and related tidal flood barriers in accordance with county code, concurrent with the 40-year recertification process.

FUTURE CONDITIONS FLOOD RISK

BROWARD'S FINISHED FLOOR REQUIREMENTS

County code requires higher of the following:

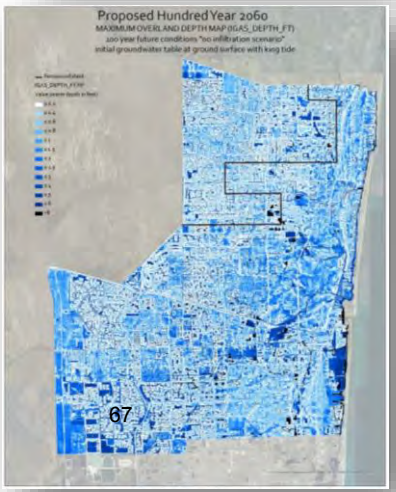
- County 100-yr flood map
- County Future Conditions Flood Map
- FEMA maps - existing conditions
- Site specific 100-year calculation
- 18 inches above crown of road

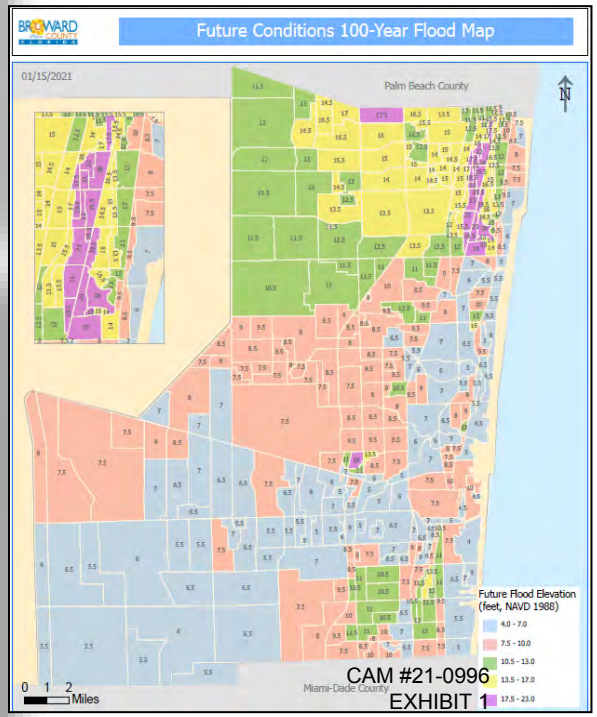


100-YEAR FUTURE CONDITIONS FLOOD MAP

- Accounts for:
  - 2 Feet SLR
  - King tides
  - Increase rainfall (13%)
  - Ground saturation
- 368 discrete flood areas
- Informed by basins, topographic features, drainage

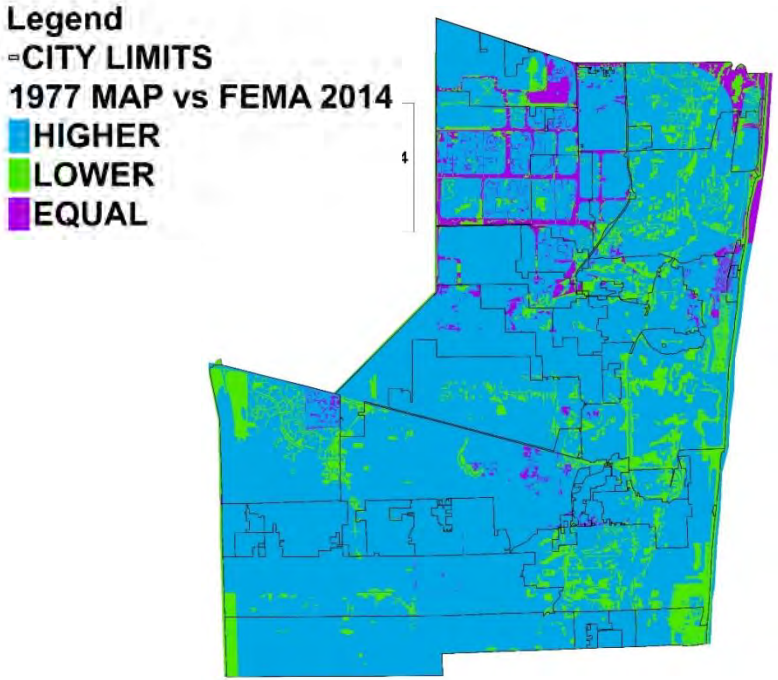




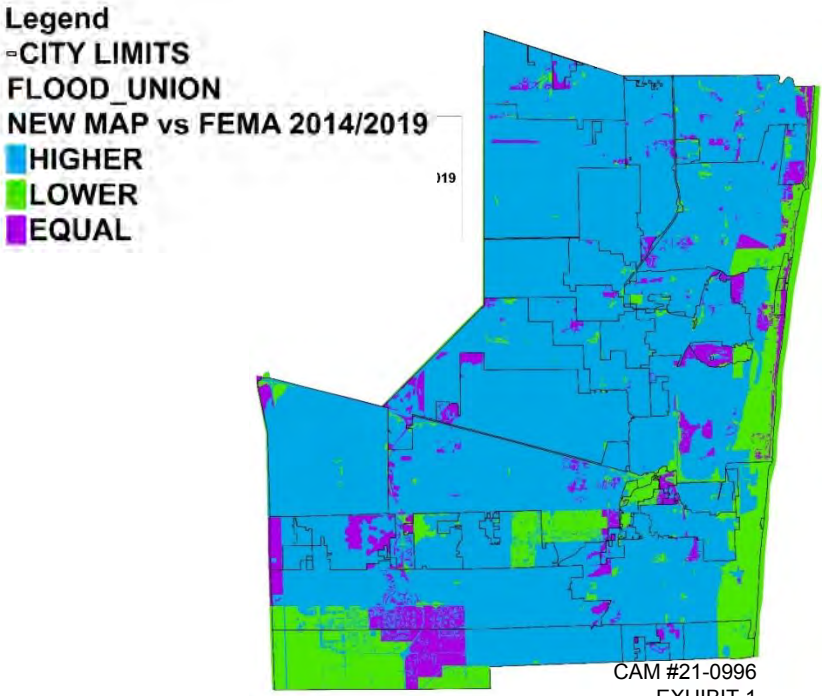


FLOOD ELEVATION CHANGE COMPARISON

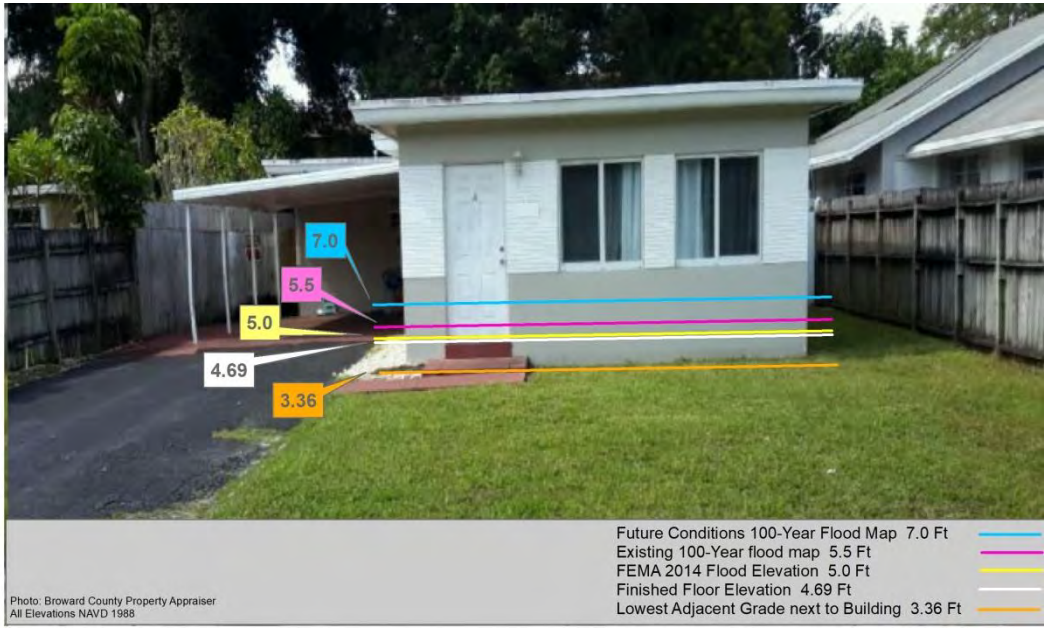
1977 COMMUNITY MAP COMPARED TO ADOPTED FEMA 2014 FLOOD ELEVATIONS



PROPOSED FUTURE FLOOD MAP COMPARED TO HIGHER OF ADOPTED FEMA 2014 / PROPOSED FEMA 2019 FLOOD ELEVATIONS



COMMERCIAL AND RESIDENTIAL RELEVANCE





OPPORTUNITY #3 – BASE FLOOD ELEVATION

- Require wet/dry-proofing of infrastructure below the highest applicable flood elevation.
- Require relocation and/or hardening of critical infrastructure (e.g., electrical panels and systems) above applicable base flood elevation.
- Require architect/engineer to certify that structure is flood-proofed to new flood elevation.

OPPORTUNITY #4 – ENERGY AND COOLING

- Consider mechanism for achieving upgrades consistent with the International Energy Code, as the accepted standard (Florida Building Code lags by ca. 6 years).

- Require that where roof replacement and improvement is required, require compliance with commercial cool roof standards (Broward/Miami-Dade BORA effort).

Resilience Return on Investment

Project Purpose

To identify the ***return on investment*** for resilience and adaptation measures in Southeast Florida.



Key Findings

There is a ***regional business case*** for resilience in Southeast Florida.

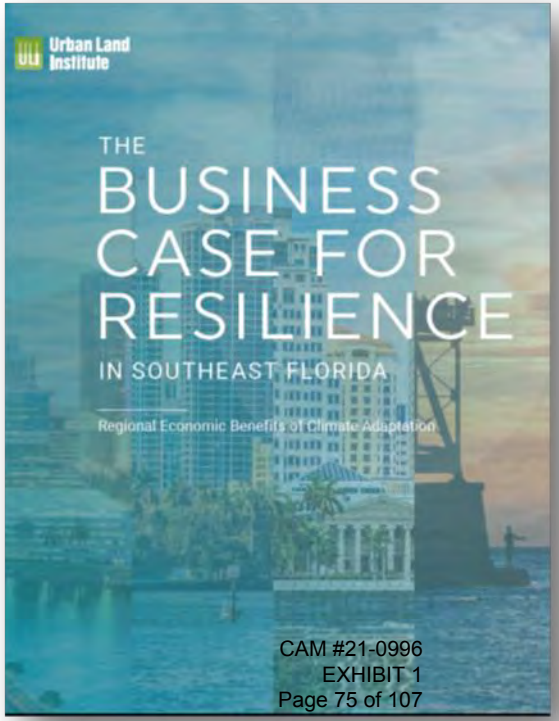
4:1

Building-level adaptation strategies outweigh the costs 4:1

2:1

Community-wide adaptation strategies outweigh the costs 2:1

***Note**: Community-wide and building-level adaptation strategies work together.*



ANALYSIS OF RESILIENCE ROI

Community-wide Adaptation

- A combination of soft and hard engineering investments at the open coast, intracoastal, and inland areas.
  - Seawalls
  - Beaches
  - Berms

Building-level Adaptation

- A combination of structural improvements to property itself.
  - Elevate
  - Flood proof

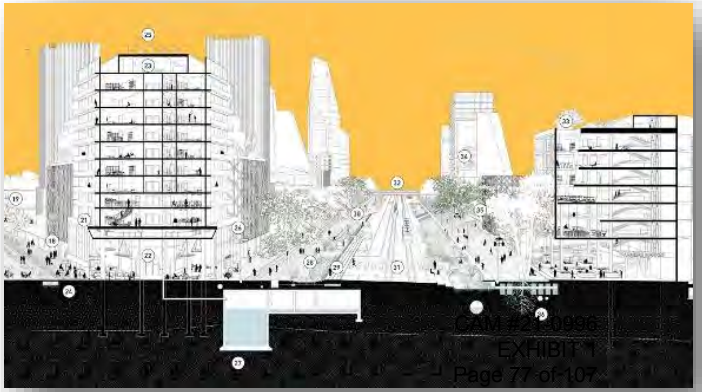


Note: Building-level adaptation will not provide benefit to regional infrastructure or to coastal resources such as beaches.

NEXT STEPS: COUNTY-WIDE RESILIENCE PLAN

- Project elements
  - Basin-level analysis
  - Redevelopment strategies
  - Water storage and management
  - Infrastructure siting
- Deliverables
  - Planning level cost estimates
  - Shared database and planning platform
  - Quantified flood and risk reduction
- Outcome
  - Organized investment
  - Multi-decade plan





SUMMARY

- Broward County has advanced several resilience policies and standards addressing land use and infrastructure design
- Integration of resilience in the certification process should be considered a necessary standard of care.
- Building-level adaptation is an essential area of investment, along-side community-wide improvements.
- Investment are not only critical for long-term risk reduction but will likely be instrumental to both insurance affordability and availability.
- Update of 40-year recertification requirements to address vulnerabilities by incorporating incorporate resilience criteria into the standard of care reduces sea-level rise-related impacts, losses, and threats to public safety.
- Resilience planning maps and tools are available via the Broward Resilience Dashboard at broward.org/resilience

CAM #21-0996
EXHIBIT 1
Page 78 of 107

Thank You!

Jennifer L. Jurado, Ph.D.
Chief Resilience Officer and Deputy Director
Environmental Protection and Growth Management Department
jjurado@broward.org
954-519-1464

be heard

RE:

miamibeach

Submitted by Mayor Joy Cooper



incentives to encourage structural and electrical repairs to multi-family residential buildings endorsed by miami beach planning board

August 21, 2021



susan askew



incentives to encourage structural and electrical repairs to multi-family residential buildings endorsed by miami beach planning board: proposal is one idea to improve building safety following surfside collapse

Following the collapse of the Champlain Towers South condominium building in Surfside, Miami Beach joined a number of municipalities in looking at ways to prevent another occurrence including changes to the City Code. One of the proposals would incentivize the repair and rehabilitation of existing, non-conforming residential buildings by allowing them to exceed the "50% rule" which refers to the value of building improvements, provided no new floor area is added.

Non-conforming buildings are those that met all Code requirements when built but as requirements changed, the buildings no longer met them, making then legal, non-conforming structures. Under current law, if the value of improvements exceeds 50% of the value of the building, the entire building must be brought up to current code including meeting current FAR (Floor Area Ratio), height, and setback limits in order to not lose its legal, non-conforming status. In other words, all or parts of the building would have to be torn down. That provision has kept some owners from making improvements because it is difficult to not trip the 50% threshold given the cost or they elect to do them piecemeal over a period of time.

In a memo to the Board, Planning Director Tom Mooney wrote, "The proposed amendment [to the Land Development Regulations] would allow non-conforming multi-family residential buildings to exceed the 50% rule and maintain all existing non-conforming attributes provided the work includes structural, electrical, life-safety and related repairs to comply with and/or exceed the requirements of the Florida Building Code."

"The proposed amendment would provide an [incentive] for building owners and condo associations to implement repairs by allowing a building's legal nonconforming status to remain (including nonconforming FAR, height, setbacks, open space, minimum and average unit size, and parking credits) even if the work exceeds 50 percent of the value of the building."

"To ensure compliance, the amendment requires the following," Mooney noted:

1. All portions of the entire building shall remain fully intact and retained.
2. The building shall meet or exceed the minimum structural, life-safety and electrical requirements of the Florida Building Code.
3. Increases in the size of exterior window and door openings shall not be permitted unless required by the Florida Building Code.

First Assistant City Attorney Nick Kallergis emphasized the proposal is "limited to residential multi-family buildings."

Planning Board member Alex Fernandez said, "We need to be encouraging building owners to do everything that they can to make sure the buildings are up to the standards and to the codes and to the safety codes that are necessary to ensure the safety of those who occupy these buildings."

"I think this is critically important to provide a third alternative," Board member Tanya Bhatt said. "Because currently you either have a building like some that we have in North Beach, for instance, that are owned actually by people in Surfside who are not repairing their buildings. We have buildings that are at risk for not conforming to current standards of safety putting their residents at risk or you have the alternative of

letting the building get into such disrepair that people choose to leave and then developers come in, raze the building and put in something else so those families then get displaced. This is a third way which encourages and incentivizes, if you will, the owners, the residents, and the organizing forces of those buildings to get their acts together, to make the repairs they need to to ensure that their buildings are safe and continue about their life. It shouldn't be a 'risk your life every night or be displaced from your home' option and this provides a third pass, so I fully support this."

With two members absent, the Board voted 5-0 to send a favorable recommendation to the City Commission which will hold two readings on the legislation as required.

Details of the Planning Board item are here.

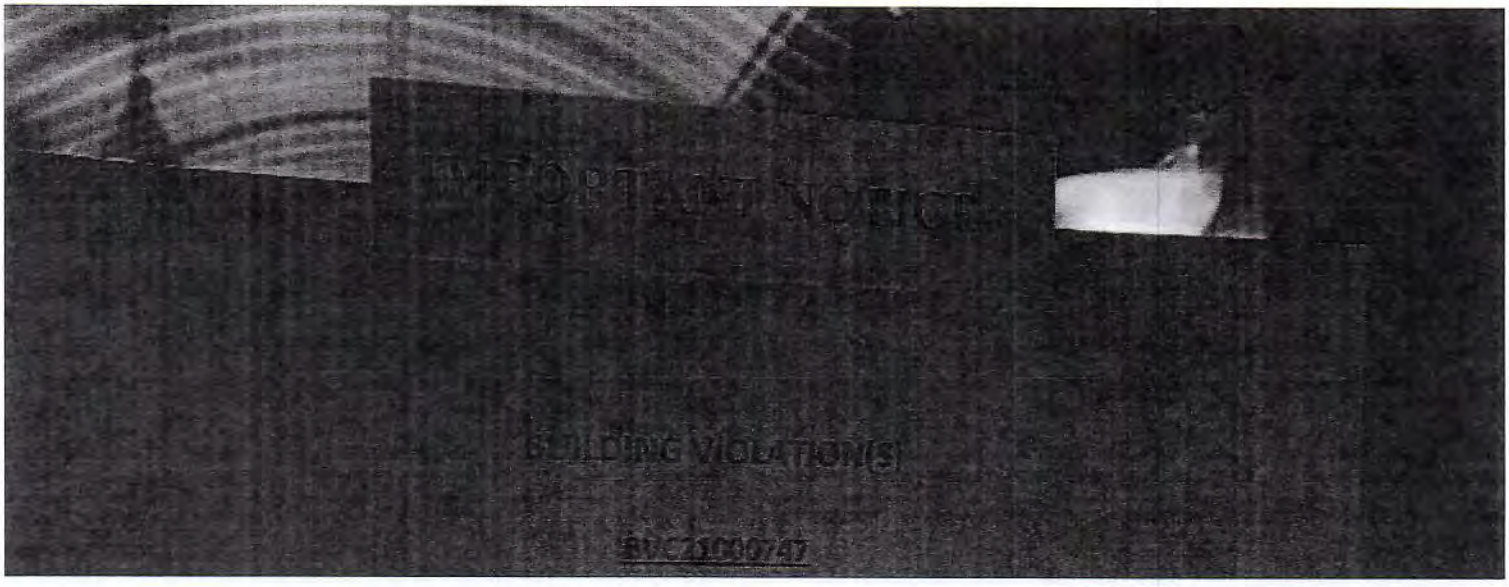
tags

tom mooney micky steinberg nick kallergis tanya bhatt alex fernandez

surfside champlain towers south

miami beach reports 22 percent of buildings in 40/50-year recertification process have not produced required professional reports on safety

July 31, 2021



APPENDIX B-7

From: Mary <marymacfie333@gmail.com>
Date: August 18, 2021 at 1:52:09 PM EDT
To: Steve Geller <sgeller@broward.org>
Subject: Re: Lisa's presentation to committee

Lisa Magill's presentation no longer then 15 min…

Purpose of presentation is to discuss and offer suggestions with respect to:

1. Purpose & benefits of reserve study to include discussion of
    a. confusion and distinction between reserve studies and building condition evaluations/building/structural inspections
    b. suggestions for legislative proposals to define terms & establish parameters/criteria before imposing reserve study and/or reserve funding mandates
    c. discuss funding options (to include suggestions for ramp-up time for underfunded communities and alternatives)

        i. possible consideration of extending PACE type program to fund structural/life safety repairs for economically distressed communities

2. suggestions for improvements to transition process (turnover from developer control)
    a. preventative maintenance schedules / manuals
3. educating/warning consumers about real cost of ownership – with legislative suggestions

    a. development of preventative maintenance schedules / manuals / local inspection programs
    b. disclosure requirements to purchasers and existing owners on periodic basis

        i. existing funds

        ii. funding plan

        iii. building inspection needs & projected costs

    c. discussion of affordability factors
4. Shortcomings of reliance on board-education mandates
5. Possible expansion of condominium ombudsman program or development of local program to

    1. provide resources to community leaders and owners to include DBPR/county suggested preventative maintenance schedules / manuals based on various types of construction and building components (to be developed by appropriate professionals)
    2. develop education with respect to preventative and corrective maintenance/repair of buildings and improvements
    3. develop education regarding climate resilience/adaptation and energy efficiency improvements

The devastating tragedy in Surfside shocked and saddened all of us at Kaye Bender Rembaum along with the community association industry as a whole. Remember we are available to help clients implement best practices for association operations.

Lisa A. Magill, Esq.

Board Certified Specialist, Condominium and Planned Development Law

Fellow, College of Community Association Lawyers (CCAL)

Kaye Bender Rembaum, P.L.
Attorneys At Law

1200 Park Central Boulevard South

Pompano Beach, Florida 33064

www.KBRLegal.Com

Area Code (954)

Main 928-0680

Fax 772-0319

LMagill@KBRLegal.Com

** THIS IS A COMMUNICATION FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

PERSONAL & CONFIDENTIAL

This email and all attachments transmitted with it may contain legally privileged and confidential information intended solely for the use of the addressee. If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by telephone at 954-928-0680 or by electronic mail, and delete this message and all copies and backups thereof. Thank you.

Please Sign In and use this article's on page print button to print this article.

COMMERCIAL REAL ESTATE

57-year-old condo could be demolished, rebuilt taller in Miami Beach



IN THIS ARTICLE

Construction
Company

Capital
Company

Starwood Capital Mortgage
Company

ODP Architecture & Design
Company

Jean Gaumais
Person

Neisen Kasdin
Person



By Brian Bandell
Senior Reporter, South Florida Business Journal
Aug 25, 2021, 11:53am EDT

Mast Capital and Starwood Capital have filed plans to demolish and redevelop a Miami Beach condo after purchasing the majority of the units in the beachfront building.

The city's Design Review Board will hear plans for the 2.43-acre site at 5333 Collins Ave. on Sept. 10. The La Costa, a 15-story condo with 120 units that was built in 1964, is currently on the property. The building was deemed unsafe following a recent inspection.

For years, there has been a trend of older condos in coastal areas being bought out and redeveloped with more expensive units under modern building codes. The collapse of the Champlain Towers South condo in Surfside in June has accelerated this trend, as cities have cracked down on delayed repairs in older buildings.

Starting in May, a joint venture between Miami-based Mast Capital and Miami Beach-based Starwood, 5333 Collins Acquisitions LP, began acquiring 104 condos in La Costa from the individual owners. That gave it control of the condo association and the ability to terminate it, converting all units back to a single piece of property. There are no residents living there now, a spokesperson for Mast Capital has confirmed.

The developers otherwise wouldn't comment on their project.

Their application says the new condo would total 317,918 square feet in 19 stories, with 100 units, 183 parking spaces, a pool deck, a clubhouse, and a private restaurant. It was designed by Hollywood-based ODP Architects and the Office for Metropolitan Architecture led by Rem Koolhaas in the Netherlands. Akerman attorney Neisen Kasdin represents the developers.

The developer described the building design in the application as follows:

"Rather than conceiving the building as a monolithic slab or filling the site to block the distinctive water-to-water location, a series of slender 'towers' are rotated to orient views away from neighbors towards the Atlantic Ocean and Biscayne Bay. These "towers" are then merged and lifted into one simple and timeless form, shaped by the specifics of site. This multi-tower design and its 45-degree articulation to the water on two sides allows residents to experience unique open views of sunrise, sunset, the Miami skyline and the ocean while enjoying multiple corner exposures."

Units would range from 711 to 4,815 square feet. There would be 10 studios, 12 one-bedroom units, 49 two-bedroom units, three three-bedroom units, and 26 four-bedroom units.

In July, 5333 Collins Acquisitions obtained a $75 million mortgage on its property from ACRC Lender LLC, in care of Ares Commercial Real Management in New York.

Sign up here for the Business Journal's free morning and afternoon daily newsletters to receive the latest business news impacting South Florida. For more business intelligence, follow us on LinkedIn, Facebook, Twitter and Instagram.

THE LIST

South Florida Condominium Developers by Starts

Ranked by 2019 S. Fla. starts

Rank	Company	2019 S. Fla. Starts
1	El-Ad National Properties	384
2	Aria Development Group	231
3	Okan Group	163

View This List

FRIDAY, OCTOBER 15, 2021

Breakfast with the Business Journal - Fort Lauderdale

Come meet the Business Journal editorial team at our breakfast hosted by Marine Industries Association of South Florida.

Register now

RELATED CONTENT

Crane Watch map expanded to Miami Beach, 52 development projects added



Please Sign In and use this article's on page print button to print this article.

COMMERCIAL REAL ESTATE

Related Group, Two Roads near deal to buy out Bal Harbour condo



Carlton Terrace at 10245 Collins Ave., Bal Harbour.
GOOGLE STREETVIEW

IN THIS ARTICLE

Construction



Wadler
Person

Jaret Turkell
Person

Jorge M. Pérez
Person

By Brian Bandell
Senior Reporter, South Florida Business Journal
Aug 25, 2021, 5:02pm EDT

The Related Group and Two Roads Development formed a joint venture they say is close to buying out an oceanfront condo in Bal Harbour for redevelopment.

According to a source with knowledge of the deal, the 50/50 venture between Miami-based Related Group and West Palm Beach-based Two Roads has pledged to pay about $130 million to buy out all 88 units in Carlton Terrace. The 15-story condo was built at 10245 Collins Ave. in 1956.

Related Group and Two Roads were competitors in recent years as they developed nearby condos in Miami's Edgewater. Now, they are working together to craft a condo tower in this wealthy town, known for luxury retail center Bal Harbour Shops and pricey penthouses.

Bal Harbour has some of the highest prices per square foot for condos, making it easier to justify paying big bucks to buy out an existing condo.

The average price per square foot for a Bal Harbour condo in the second quarter was $1,041, with a median sales price of $1.2 million, according to Douglas Elliman.

Given the condo's age, the cost of maintenance and repairs can be expensive. After the collapse of the Champlain South Tower in nearby Surfside in June, South Florida cities have cracked down on delayed repairs in older condos, so that has spurred some unit owners to consider selling to developers.

"Related Group and Two Roads Development have proudly joined forces to bring about a project that will define Bal Harbour for years to come," the developers stated. "As of today, we have acquired sufficient units to pave the way for redevelopment of the property, and will be sharing additional details in the coming months."

According to county records, Carlton Terrace Acquisition LLC, managed by Related Group CEO Jorge M. Pérez, has acquired eight condos in the building so far in deals that started in early July. These transactions were often profitable for the sellers. For instance, the developers paid $1.51 million for Unit 14C, which last traded for $407,000 in May 2020. It bought Unit 15A for $2.4 million, after it sold in January for $1 million.

Scott Wadler and Jaret Turkell of Berkadia worked with the majority of the condo owners at Carlton Terrace in advising them on the bulk sale.

The developers didn't reveal information about the project they are planning here. Current zoning allows for

development that's taller than the 15 stories Carlton Terrace measures today. The tallest building in Bal Harbour is the Oceana Bal Harbour at 28 stories.

Sign up here for the Business Journal's free morning and afternoon daily newsletters to receive the latest business news impacting South Florida. For more business intelligence, follow us on LinkedIn, Facebook, Twitter and Instagram.

THELIST

South Florida Condominium Developers by Starts

Ranked by 2019 S. Fla. starts

Rank	Company	2019 S. Fla. Starts
1	**El-Ad National Properties**	384
2	**Aria Development Group**	231
3	**Okan Group**	163

View This List

THURSDAY, AUGUST 26, 2021

2021 Fast 50 Awards

With amazing growth in just a short amount of time, join us as we count down to the fastest-growing private companies at our awards event.

Register now

RELATED CONTENT

Crane Watch map expanded to Miami Beach, 52 development projects added



Related Group obtains $84M construction loan for downtown tower



Condo proposed on waterfront site in one of S. Fla.'s wealthiest areas



APPENDIX C-1

Summary Meeting Minutes of the Meeting of the

BROWARD COUNTY CONDOMINIUM STRUCTURAL ISSUES COMMITTEE

August 9, 2021

Governmental Center, County Commission Chambers, Room 422

115 S. Andrews Avenue, Fort Lauderdale, FL

CALL TO ORDER

The meeting was called to order by Mayor Steve Geller, Chair, at 10:05 AM.

Members present: Senator Steve Geller, Mayor and County Commissioner (Chair); Senator Lauren Book; Senator Perry E. Thurston; Representative Michael Gottlieb; Representative Chip LaMarca; Mayor Jane Bolin (Oakland Park); Mayor Joy Cooper (Hallandale Beach); Commissioner Mary Molina-Macfie (Weston); Commissioner Caryl Shuham (Hollywood) (telephonically); Michael Chapnick, Esq.; Toby Feuer, President of the Presidents Council of Bonaventure, Inc.; Karen Johnson, President of the Broward Palm Beaches and St. Lucie Realtors; Daniel Lavrich, P.E., Chair of the Broward County Board of Rules and Appeals; Fred Nesbitt, President and Chairman of the Presidents Council for the Galt Mile Community Association; Deputy County Attorney Maite Azcoitia; and Dr. Jennifer Jurado.

Members absent: Commissioner Mark Bogen, (Broward County); Greg Bastista, P.E., President of G. Batista Engineering & Construction; Raul Schwerdt, P.E., President of RAS Engineering; and Deputy County Attorney Annika Ashton.

INTRODUCTORY REMARKS AND SELF-INTRODUCTIONS

Chair Geller provided introductory remarks, including the charge and scope of the Committee. Self-introductions were then provided by the Committee members.

OVERVIEW OF EXISTING LAWS AND REGULATIONS REGARDING CONDOMINIUMS

Deputy County Attorney Maite Azcoitia provided a summary of a memorandum dated August 5, 2021, that was previously provided to the Committee, and responded to questions regarding the termination of condominiums, land use/density issues for redeveloped condominiums, and reserve funding for condominiums.

Paul Hanrahan provided information related to insurance and condominiums. Mr. Hanrahan discussed the differences between admitted insurance companies, excess/surplus lines of insurance, and

Citizens insurance and the types of liabilities typically insured by each. Mr. Hanrahan predicts a minimum of 20%-25% increase in insurance rates in the near future and that insurance companies will require an engineer's certification prior to providing insurance to condominiums. In response to questions received, Mr. Hanrahan explained the distinction between an engineer's certification and the 36 month appraisal required of condominiums and the responsibilities of condominium boards and condominium association managers for insurance and inspection of condominiums.

Dr. Jennifer Jurado made a presentation regarding "Sea Level Rise-Projections, Impacts, and Resilience Considerations for Condominiums." The information demonstrated that sea level rise is occurring more quickly than previously projected. As a result, many existing structures are below the current minimum required elevation. The presentation included information regarding recent County enactments requiring an increase in the height of seawalls that are below 4 feet, when the lower height is causing water to trespass onto neighboring properties or the public right-of-way. Dr. Jurado's presentation also provided recommendations for condominiums to address sea level rise, including waterproofing. Dr. Jurado responded to questions from the Committee, including regarding the inspection of seawalls and methods to provide for water retention onsite.

[After a lunch break, Senator Thurston and Commissioner Shuham participated by phone.]

Senior Assistant County Attorney Michael Owens discussed Broward County's recent enactment of an ordinance requiring that the height of seawalls be increased to 4 feet by 2035 and 5 feet by 2050. The basis for the requirement is founded upon common law principles of nuisance and water trespass.

Mr. Chapnick expressed a concern regarding the constitutionality of terminating condominiums under current statutory authority.

Ms. Bolin expressed her belief that condominium association managers are able to provide needed assistance to condominium boards and that the current licensing exemption for condominium managers if there are less than 50 units or a budget of $100,000 or more should be eliminated.

Mr. Lavrich discussed the impact of sea level rise on the integrity of condominium structures and the impact of salt on the structures. He stressed the importance of adequately shoring structures when performing repairs. In response to questions from Committee members, Mr. Lavrich discussed the testing of concrete and Broward County's 40 Year Inspection Program, including the engineer's responsibilities and the notice requirements to the applicable city.

At the request of Mayor Cooper, Julian Sanchez, P.E., Todd Wasserman, and Lance Kaplan of LTM Group, LLC, provided information related to the waterproofing of condominium structures, the benefits of having community association managers oversee the letting and financing of necessary repairs, and experiences from having managed condominiums. This included discussion of spot checks for purposes of obtaining bids for work on the condominiums.

Ms. Johnson expressed her belief that condominium statutory reserves should not be waivable.

Mr. Nesbitt stated that action should not be taken until it is learned what caused the recent condominium collapse.

Commissioner Molina-Macfie discussed reserve studies as a valuable source for a condominium board to plan the financing of necessary repairs. Commissioner Molina-Macfie also stated that she believes that the $4 per door that is currently collected for the Condominium Trust Fund should not be swept and should be retained for education and enforcement. Chair Geller stated that he tried to ensure that it was not swept when he was at the Legislature but was unable to do so.

Chair Geller stated that the discussion would be continued at its next meeting on August 23rd and public input would be allowed, if time permits.

ADJOURNMENT

The meeting was adjourned at 5:10 PM.

APPENDIX C-2

Summary Meeting Minutes of the Meeting of the

BROWARD COUNTY CONDOMINIUM STRUCTURAL ISSUES COMMITTEE

August 23, 2021

Governmental Center, County Commission Chambers, Room 422

115 S. Andrews Avenue, Fort Lauderdale, FL

CALL TO ORDER

The meeting was called to order by Mayor Steve Geller, Chair, at 9:35 AM.

Members present: Senator Steve Geller, Mayor and County Commissioner (Chair); Senator Lauren Book; Senator Perry E. Thurston; Representative Michael Gottlieb; Representative Chip LaMarca; Mayor Joy Cooper (Hallandale Beach) (telephonically); Commissioner Mary Molina-Macfie (Weston); Commissioner Caryl Shuham (Hollywood); Michael Chapnick, Esq.; Toby Feuer, President of the Presidents Council of Bonaventure, Inc.; Karen Johnson, President of the Broward Palm Beaches and St. Lucie Realtors; Daniel Lavrich, P.E., Chair of the Broward County Board of Rules and Appeals; Fred Nesbitt, President and Chairman of the Presidents Council for the Galt Mile Community Association; Deputy County Attorney Maite Azcoitia; and Dr. Jennifer Jurado.

Members absent: Commissioner Mark Bogen, (Broward County); Mayor Jane Boline (Oakland Park); Greg Bastista, P.E., President of G. Batista Engineering & Construction; Raul Schwerdt, P.E., President of RAS Engineering; and Deputy County Attorney Annika Ashton.

INTRODUCTORY REMARKS AND SELF-INTRODUCTIONS

Chair Geller provided introductory remarks. Self-introductions were then provided by the Committee members.

APPROVAL OF MINUTES OF MEETING OF AUGUST 9, 2021

Commissioner Molina-Macfie indicated that page 3 of the Minutes should reflect her statement that the $4 per door that is currently collected for the Condominium Trust Fund should not be swept and should be retained for education and enforcement. Also, Chair Geller's statement that he tried to ensure that it was not swept when he was at the Legislature but was unable to do so.

A motion was made by Senator Book, seconded by Toby Feuer to approve the minutes as amended by Commissioner Molina-Macfie. The motion passed unanimously.

EXISTING LAWS AND REGULATIONS REGARDING CONDOMINIUMS

At the previous meeting an overview was received regarding existing laws and regulations. The Committee discussed statutory reserves, what the minimum should be to require reserves, whether condominium associations should be able to waive the requirement and, if so, under what conditions.

Paul Handerhan provided information related to insurance, the types of inspections of condominiums typically performed by insurance companies, and the coverage generally afforded. Mr. Handerhan suggested that the statutory "best efforts" language for condominiums to obtain insurance could be eliminated or better defined.

At the request of Commissioner Molina-Macfie, Lisa Magill, Esq., made a presentation regarding reserve studies. Ms. Magill is an attorney and Board certified specialist in Condominium and Planned Development Law and is Co-Chair of the Reserve Study and Reserve Funding Plan task Force. Ms. Magill indicated that reserve studies are budgetary tools to assist condominium boards with preventative maintenance and required repairs. Reserve studies are not required to be performed in Florida. Ms. Magill suggested that reserve studies could be better defined and parameters established for when a reserve study needs to be prepared by a professional. Additionally, Ms. Magill suggested that building officials could develop manuals for the upkeep of various building components.

At the request of Commissioner Shuham, City of Hollywood Building Official Russell Long discussed steps implemented at the City post Surfside, including the development of a triage for development that began with the inspection of oceanfront condominiums and then proceeded inland, prioritizing condominiums over 6 stories in height and over 40 years old. Mr. Long indicated that determining the age of the buildings can be problematic because the age of buildings that used to be hotels is measured from the time that the units were converted to private ownership. The Property Appraiser's Office is aware of the issue and is working towards resolving it.

The Committee discussed adding items to the statutory list of items for which condominium associations must provide reserve funding, absent a waiver. These included elevators and structural components such as concrete, glass, and steel. The general consensus was that the current catch-all be retained with possible modification of the amount from $10,000 to a percentage of the association's budget, or both. The Committee generally agreed that if waiver of statutory reserves is going to continue to be permitted, additional requirements should have to be satisfied in order to do so. These included requiring a supermajority vote of the unit owners, the number of units, the location of the building, the

height of the building, conducting of a reserve study, and disclosing the reserve study to unit owners and purchasers.

Broward County's 40 year inspection program was discussed, including its purpose, enforcement, whether consideration should be given to the location of buildings, and whether the program should provide for the initial inspection earlier than 40 years with subsequent inspections earlier than 10 years thereafter.

Chair Geller stated that the discussion would continue at its next meeting on August 30, 2021, including the redevelopment of condominiums. Chair Geller asked that Committee members provide their recommendations no later than Thursday, August 26th, so that they may be discussed at the next meeting.

ADJOURNMENT

The meeting was adjourned at 4:56 PM.

APPENDIX C-3

Summary Meeting Minutes of the Meeting of the

BROWARD COUNTY CONDOMINIUM STRUCTURAL ISSUES COMMITTEE

August 30, 2021

Governmental Center, County Commission Chambers, Room 422

115 S. Andrews Avenue, Fort Lauderdale, FL

CALL TO ORDER

The meeting was called to order by Mayor Steve Geller, Chair, at 9:36 AM.

Members present: Senator Steve Geller, Mayor and County Commissioner (Chair); Senator Lauren Book; Senator Perry E. Thurston; Representative Michael Gottlieb; Mayor Jane Bolin (Oakland Park) (telephonically); Mayor Joy Cooper (Hallandale Beach); Commissioner Mary Molina-Macfie (Weston); Commissioner Caryl Shuham (Hollywood); Michael Chapnick, Esq.; Toby Feuer, President of the Presidents Council of Bonaventure, Inc.; Karen Johnson, President of the Broward Palm Beaches and St. Lucie Realtors; Daniel Lavrich, P.E., Chair of the Broward County Board of Rules and Appeals (BORA); Fred Nesbitt, President and Chairman of the Presidents Council for the Galt Mile Community Association; Deputy County Attorney Maite Azcoitia; and Dr. Jennifer Jurado.

Members absent: Representative Chip LaMarca; Commissioner Mark Bogen, (Broward County); Greg Bastista, P.E., President of G. Batista Engineering & Construction; Raul Schwerdt, P.E., President of RAS Engineering; and Deputy County Attorney Annika Ashton.

INTRODUCTORY REMARKS AND SELF-INTRODUCTIONS

Chair Geller provided introductory remarks. Self-introductions were then provided by the Committee members.

APPROVAL OF NOTES OF MEETING OF AUGUST 23, 2021

A motion was made by Toby Feuer, seconded by Mayor Cooper to approve the notes of the meeting of August 23, 2021. The motion passed unanimously.

GENERAL CONSENSUS ITEMS

The Mayor listed items believed to have reached general consensus that could form the basis for the Committee's recommendations: the need for more frequent inspections and more items to be

inspected; community association manager certification and requirements; reserve funding; insurance coverage; increased education for condominium board members; better quality concrete in construction; special assessment funding options for low income communities; inspections and waterproofing; increased municipal enforcement; maintenance of buildings; condominium affordability; post-inspection condominium meeting; Condominium Trust Funds; Department of Business and Professional Regulation as a central repository; disclosures to condominium unit owners and purchasers; and condominium redevelopment.

At the request of Representative Gottlieb, William O'Donnell, P.E., Managing Principal of DeSimone Consulting Engineers' Miami office, appeared and described the inspections and testing performed by his firm as part of BORA's Building Safety Inspection Program, including destructive and nondestructive material testing; the effect of salt and saltwater on building components; and the impact of threshold inspections on the soundness of buildings and building materials; and recommended that the BORA's inspection requirements be reduced to 30 years.

At the request of Representative Gottlieb, Matt Kuisle, Regional Executive Director of Reserve Advisors, LLC, appeared telephonically. Mr. Kuisle discussed reserve studies, including their purpose, cost, items included, and the estimating of repair costs; recommended that the requirements for waiving reserve studies be increased with the eventual elimination of waivability, with a commensurate phase-in of reserve requirements over a period of time. Thereafter, reserve studies should be performed at least every thirty-six (36) months.

The Committee agreed to consider the following items for recommendation at its next meeting:

(1) Motion by Mr. Lavrich, seconded by Mayor Cooper to recommend to the Florida Building Commission that it adopt the American Concrete Institute requirement regarding serviceability. The motion passed unanimously.

(2) Motion by Dr. Jurado, seconded by Mayor Cooper to recommend that the 40 year inspection deadline under the Building Safety Inspection Program be reduced to 30 years; with any existing building that is more than 30 years old but less than 37 years old being required to come into compliance within thirty-six (36) months. The motion passed 13-2, which Mr. Nesbitt and Mr. Lavrich voting no.

(3) Without objection, to increase the number of continuing education hours needed biennially to renew community association management licenses from fifteen (15) hours to twenty (20)

hours, including one (1) hour in each of the following areas: building maintenance, building inspections, and reserves.

(4) Mayor Bolin agreed to provide proposed statutory amendment language that would make community association managers responsible for identifying structural maintenance and integrity issues for the buildings they manage.

(5) A motion was made by Commissioner Molina-Macfie, seconded by Commissioner Shuham to require that condominium associations, including master associations, with greater than fifty (50) units and/or a budget of $100,000 or more be required to obtain the services of a community association manager, licensed pursuant to Part VIII of Chapter 468, Florida Statutes, to manage the condominium property, unless a majority of the members of the board of the condominium association have obtained the minimum continuing education requirements for community association managers. The motion passed unanimously.

(6) A motion was made by Senator Book, seconded by Representative Gottlieb to allow the waiver of statutory reserves only if: (i) a reserve study is conducted at least every thirty-six (36) months; (ii) a copy of the reserve study is provided to all unit owners prior to the vote related to waiving of the reserves; and (iii) the waiver is approved by at least a seventy-five percent (75%) majority vote of a quorum at a duly called meeting of the association. The motion passed 14-1, with Mayor Cooper voting no.

(7) A motion was made by Senator Book, seconded by Ms. Johnson, to remove the "best efforts" language related to condominium insurance from Section 718.111(11)(d), Florida Statutes. The motion passed unanimously.

(8) Dr. Jurado agreed to prepare language to be considered at the Committee's next meeting to expand the Building Safety Inspection Program requirements to include assessment of seawalls.

(9) Without objection, that the $4 per unit collected for the Condominium Trust Fund should remain in the Condominium Trust Fund and be used for its intended purpose; i.e., education and enforcement, rather than being reallocated to the General Fund.

(10) Without objection, a requirement that engineers providing reports for condominium associations file a copy of the report with the applicable local government. This is applicable to all structural reports and is not limited to reports required under the Building Safety Inspection Program.

(11) Without objection, that the Building Safety Inspection Program be amended to require that no later than thirty (30) days after receipt of an inspection report issued pursuant to the Building Safety Inspection Program, condominium associations distribute copies of the inspection report, or the

Executive Summary of said report, if provided, to all unit owners. Additionally, the condominium board shall call a special meeting to discuss the report, with notice having been provided consistent with Section 718.112(2)(c), Florida Statutes.

(12) Motion by Commissioner Shuham, seconded by Senator Book to allow for the pooling of reserve accounts; provided current law does not permit pooling of reserves with a vote of the unit owners.

(13) Commissioner Shuham requested for a possible recommendation of reenactment the language of Section 718.113(6), Florida Statutes (2008), requiring condominium association boards of buildings greater than three (3) stories in height to have the building inspected and for the provision of a report under seal of an architect or engineer authorized to practice in the State at least every five (5) years. The report would attest to required maintenance, useful life, and replacement costs of the common elements. Mr. Chapnick agreed to provide same.

(13) Motion by Commissioner Shuham, seconded by Mayor Cooper that condominium unit owners who have entered into a contract for the sale of the condominium unit be required to provide prospective purchasers with the most recent reserve study, if one was prepared within the previous thirty-six (36) months. If a reserve study current to within the previous thirty-six (36) months does not exist, the unit owners shall provide information related to existing reserves or waivers, as applicable. The motion passed unanimously.

(14) Motion by Commissioner Molina-Macfie, seconded by Ms. Feuer that the Florida Realtors' form contract for the purchase and sale of real property be amended to incorporate the language of Section 718.112(2)(f)4., Florida Statutes, including font size requirements, requiring that disclosure be provided for condominium sales where the funding of reserves has been previously waived by the condominium association.

(15) Mr. Nesbitt agreed to provide a draft recommendations that would provide for municipal notice of upcoming required action(s) pursuant to the Building Safety Inspection Program.

(16) Without objection, that condominium association insurance documents be required to be filed with the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation (Division).

(17) Motion by Mr. Chapnick, seconded by Mr. Lavrich that existing educational and training programs required for condominium board members also include a minimum of two (2) hours related to maintenance of condominium buildings. The motion passed unanimously.

(18) Motion by Commissioner Molina-Macfie, seconded by Mr. Chapnick to remove the certification option for newly elected or appointed condominium association board members, thereby

requiring that new board members must satisfactorily complete an educational curriculum administered by a Division-approved condominium education provider. The motion passed unanimously.

(19) Motion by Commissioner Shuham, seconded by Commissioner Molina-Macfie that, with the assistance of the Florida Condominium Ombudsman Office, there be increased education for residential condominium board members and unit owners related to the cost of condominium ownership, maintenance, reserve funding, etc. Additionally, that condominium association board members be required to complete the educational curriculum every two (2) years. The motion passed unanimously.

(20) Without objection, that reserve studies be better defined statutorily, to include but not be limited to, maintenance and deferred maintenance.

(21) Without objection, that educational materials be developed by the Division or BORA regarding the maintenance of condominium property, including the benefits of regular maintenance, for distribution by the Property Appraiser's Office with the TRIM Notices.

(22) By unanimous consent, that reserve accounts be required for concrete/structural issues. Motion by Commissioner Shuman, seconded by Commissioner Molina-Macfie that condominium association budgets include reserve accounts for items with deferred maintenance or replacement costs exceeding the lower of $100,000 or ten percent (10%) of the association's budget. The motion passed unanimously.

The next and final meeting of the Committee will be on September 17, 2021, at 10:00 AM, at which time the foregoing recommendations will be considered.

ADJOURNMENT

The meeting was adjourned at 5:55 PM.

APPENDIX C-4

Summary Meeting Minutes of the Meeting of the

BROWARD COUNTY CONDOMINIUM STRUCTURAL ISSUES COMMITTEE

September 17, 2021

Governmental Center, County Commission Chambers, Room 422

115 S. Andrews Avenue, Fort Lauderdale, FL

CALL TO ORDER

The meeting was called to order by Mayor Steve Geller, Chair, at 10:03 AM.

Members present: Senator Steve Geller, Mayor and County Commissioner (Chair); Senator Perry E. Thurston; Representative Chip LaMarca; Representative Michael Gottlieb; Mayor Jane Bolin (Oakland Park); Mayor Joy Cooper (Hallandale Beach); Commissioner Mary Molina-Macfie (Weston); Commissioner Caryl Shuham (Hollywood); Michael Chapnick, Esq.; Toby Feuer, President of the Presidents Council of Bonaventure, Inc.; Karen Johnson, President of the Broward Palm Beaches and St. Lucie Realtors; Daniel Lavrich, P.E., Chair of the Broward County Board of Rules and Appeals (BORA); Fred Nesbitt, President and Chairman of the Presidents Council for the Galt Mile Community Association; Deputy County Attorney Maite Azcoitia (telephonically); and Dr. Jennifer Jurado.

Members absent: Senator Lauren Book; Commissioner Mark Bogen, (Broward County); Greg Bastista, P.E., President of G. Batista Engineering & Construction; Raul Schwerdt, P.E., President of RAS Engineering; and Deputy County Attorney Annika Ashton.

INTRODUCTORY REMARKS AND SELF-INTRODUCTIONS

Chair Geller provided introductory remarks. Self-introductions were then provided by the Committee members.

APPROVAL OF NOTES OF MEETING OF AUGUST 30, 2021

A motion was made by Mayor Cooper, seconded by Representative LaMarca to approve the Minutes of the meeting of August 30, 2021. The motion passed unanimously.

RECOMMENDATIONS

The Committee discussed each recommendation contained in the draft Committee Report and approved the following as final recommendations:

Inspections

(1) That the Building Safety Inspection Program be made Statewide and require the inspection of buildings that are at least thirty (30) years old, with existing buildings that are between thirty (30) and thirty-seven (37) years old having thirty-six (36) months to come into compliance by having the appropriate inspection(s) performed. Subsequent reinspections shall occur every ten (10) years after the initial inspection.

(2) That the Building Safety Inspection Program require that, prior to each required inspection, including the ten (10) year reinspections (Required Inspection):

- Two (2) Years Before the Required Inspection: no later than March 31, condominiums will receive written notification from the applicable local government about the upcoming safety inspection, stating that the engineer's preliminary evaluation of the structure and electrical systems must be completed by March 31 of the following year and submitted to the local government. This notice shall be posted on the condominium's official bulletin board and website (if it has one).
- One (1) Year Before Required Inspection: The engineer's preliminary safety inspection listing any deficiencies must be filed with the applicable local government no later than March 31. At that time, the condominium would be required to submit its plan(s) to address the deficiencies, including a timetable, funding source, and condominium board-approved resolution binding the condominium to complete the repairs by the end of the next year. A copy of this report and the board's proposed actions will be posted on the condominium's official bulletin board and website (if it has one). If the engineer's report identifies no deficiencies, the engineer's report will serve as the official report for the Building Safety Inspection Program.
- Inspection Year: Unless the engineer's report identified no deficiencies, a final engineering report shall be submitted to the applicable local government no later than December 31, showing that the condominium is in full compliance with the safety inspection and that all deficiencies have been corrected. Failure to comply with this deadline will be addressed by the applicable local government.

(3) That Building Safety Inspection Program requirements include:

(i) (For waterfront condominiums only) Assessment of seawall(s) for:

1. evidence for tidal overtopping and potential source contributing to site flooding or tidal water pooling likely to impact the building (with potential need to elevate); and

2. potential weaknesses (e.g., seepage/failure) that could compromise the building foundation (with potential need to restore/replace);

(ii) Material testing of concrete core samples for signs of material degradation that impact concrete strength, as reasonably recommended by the engineer of record; and

[This portion of the recommendation passed with a vote of 11-3, with Representative LaMarca, Mr. Lavrich, and Mr. Nesbitt voting No.]

(iii) Geotechnical analysis to assess potential for structural or foundation issues, as reasonably recommended by the engineer of record.

[This portion of the recommendation passed with a vote of 11-3, with Representative LaMarca, Mr. Lavrich, and Mr. Nesbitt voting No.]

(4) That the Florida Statutes be amended to require that no later than thirty (30) days after receipt of an inspection report issued pursuant to the Building Safety Inspection Program, condominium associations distribute copies of the inspection report, or the Executive Summary of said report, if provided, to all unit owners. Additionally, the condominium board shall call a special meeting to discuss the report, with notice having been provided consistent with Section 718.112(2)(c), Florida Statutes. This requirement is applicable even if no deficiencies were noted in the inspection report.

(5) That the Florida Statutes be amended to require engineers performing work for condominium associations to file a copy of their report(s) with the applicable local government and provide written notification to the condominium association and the applicable local government of any life safety issues observed. This requirement applies and includes all inspections and is not limited to inspections required by the Building Safety Inspection Program and requires engineers to report all life safety issues that are discovered by the engineer while performing work for a condominium association.

Condominium Reserves

(6) That the Florida Statutes be amended to require that the list of required reserves in condominium association budgets also include reserve accounts for concrete restoration and other structural issues, and additional items with deferred maintenance or replacement costs exceeding the lower of $100,000 or ten percent (10%) of the association's annual budget.

(7) That the Florida Statutes be amended to require that a reserve study be performed at least every thirty-six (36) months and that, in order to waive or reduce required statutory reserves, a condominium association must: (i) have conducted a reserve study within the previous thirty-six (36) months; (ii) prior to the vote related to waiving or reducing the reserves, provide a copy of the reserve study to all unit owners by physical or electronic means, if the condominium bylaws authorize electronic notice; and (iii) approve the waiver or reduction by at least a seventy-five percent (75%) majority vote of the voting interests present at a duly called meeting of the association.

(8) That the Florida Statutes be amended to require condominium associations to provide prospective purchasers of units within the condominium with the most recent reserve study, if one was prepared within the previous thirty-six (36) months. If a reserve study current to within the previous thirty-six (36) months does not exist, the condominium association shall provide information related to existing reserves or waivers, as applicable.

(9) That the Florida Realtors' form contract for the purchase and sale of real property be amended to incorporate the language of Section 718.112(2)(f)4., Florida Statutes, including font size requirements, requiring that disclosure be provided for condominium sales where the funding of reserves has been previously waived or reduced by the condominium association.

Insurance

(10) That the Florida Statutes be amended to: (i) remove best efforts language of Section 718.111(11)(d), Florida Statutes, thereby requiring associations to obtain and maintain adequate property insurance; (ii) require that condominium association insurance documents be filed with the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation (Division); and (iii) require that a copy of notices of cancellation issued by insurers or their agents to condominium associations be filed with the Division.

Condominium Association Management

(11) That the Florida Statutes be amended to require that condominium associations, including master associations, with greater than fifty (50) units and/or a budget of $100,000 or more be required to obtain the services of a community association manager, licensed pursuant to Part VIII of Chapter 468, Florida Statutes, to manage the condominium property, unless a majority of the members of the board of the condominium association have obtained the minimum continuing education requirements of Rule 61E14-4.001, F.A.C., for community association managers.

(12) That the Florida Statutes and/or the Florida Administrative Code be amended to increase the number of continuing education hours needed biennially to renew community association management licenses from fifteen (15) hours to twenty (20) hours, including one (1) hour in each of the following areas: building maintenance, building inspections, and reserves.

(13) That the Florida Statutes be amended to include an obligation for community association managers as part of their management functions to identify issues related to the structural maintenance and integrity of the buildings, and other life safety issues, and report these findings in writing to all condominium association board members.

Education

(14) That the Florida Statutes be amended to (i) remove the certification option for newly elected or appointed condominium association board members, thereby requiring that new board members must satisfactorily complete an educational curriculum administered by a Division-approved condominium education provider; (ii) require that condominium association board members complete the educational curriculum every two (2) years; and (iii) include an additional one (1) hour related to maintenance of condominium buildings in the educational and training programs required for condominium board members.

(15) That the $4 per unit collected for the Condominium Trust Fund pursuant to Rule 61B-23.002, F.A.C., should remain in the Condominium Trust Fund and be used for its intended purpose; i.e., education and enforcement, rather than being reallocated to the General Fund.

(16) With the assistance of the Florida Condominium Ombudsman Office, that there be increased education for residential condominium board members and unit owners related to the duties and responsibilities of condominium board members and unit owners, the cost of condominium ownership, maintenance, reserve funding, etc.

(17) That educational materials be developed by the Division, the Florida Building Commission, and local or regional governments regarding the maintenance of condominium property, including the benefits of regular maintenance, for distribution by the Property Appraiser's Offices with the TRIM Notices.

A motion was made by Commissioner Molina-Macfie, seconded by Commissioner Shuham, to accept the foregoing recommendations. The motion passed unanimously.

ADJOURNMENT

The meeting was adjourned at 12:21 PM.

P3 Communication to Commission

City of Fort Lauderdale
Infrastructure Task Force Committee
November 4, 2019
8th Floor City Commission Room – City Hall
Fort Lauderdale, FL 33301

MEMBERS		PRESENT	ABSENT
Marilyn Mammano	P	29	1
Ralph Zeltman	P	29	1
Peter Partington	P	9	1
Roosevelt Walters	P	26	4
Fred Stresau	P	25	5
Norm Ostrau	P	27	1
Jacquelyn Scott	P	12	3
Gerald Angeli	P	6	0

Staff Present
Aneisha Daniel, Deputy Director- Public Works
Talal Abi-Karam, P.E. Assistant Public Works Director - Utilities
Dr. Nancy Gassman, Assistant Public Works Director-Sustainability
Omar Castellon, Chief Engineer
Jill Prizlee, Chief Engineer
Fred Harris, Sr. Technology Strategist
Meredith Shuster, Senior Administrative Assistant
Pauline Ricketts, Administrative Assistant
Prototype-Inc. Recording Secretary, Tatiana

Roll was called at 2:02 p.m. and a quorum was established.

Communication to the City Commission

With a quorum present, the Infrastructure Task Force by consensus communicates to the City Commission:

1. It is in favor of broadly considering the Public, Private Partnership (P3) approach [for the replacement of the Fiveash Water Treatment Plant] providing that no form of P3 allows that the City give up ownership of the water, water quality or rate structure.
2. Prior to supporting a P3 the City should hire a consultant to evaluate the different type of P3's that would be appropriate and beneficial to the City on this project and further urges the City Commission to begin the process of finding said consultant sooner rather than later should the P3 approach be determined to be the direction the City Commission chooses.
3. The Infrastructure Task Force supports the purchase of an allocation from the C-51 Reservoir and executing a Capacity Allocation Agreement.

Ernst & Young
Master Agreement and
Scope of Work

CITY OF FORT LAUDERDALE
City Commission Agenda Memo **#21-0680**
REGULAR MEETING

TO: Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM: Chris Lagerbloom, ICMA-CM, City Manager

DATE: October 21, 2021

TITLE: Motion Approving Statement of Work - Financial Analysis Services for Unsolicited Proposals for Water Treatment Plant(s) - $64,999 - **(Commission Districts 1, 2, 3 and 4)**

Recommendation

Staff recommends the City Commission approve a Statement of Work ("SOW"), in substantially the form attached, for the purchase of financial analysis services for unsolicited proposals for water treatment plants, from Ernst & Young Infrastructure Advisors, LLC ("EYIA") in the not-to-exceed amount of $64,999 (inclusive of estimated expenses) and authorize the City Manager to negotiate and approve additional SOWs, as may be required, for further evaluation of the four proposals received, and any such work being contingent upon receipt of funds from the unsolicited proposers to cover the evaluation cost.

Background

On June 1, 2021, the City Commission approved (CAM 21-0586), a resolution providing notice of intent to enter into a Comprehensive Agreement for a qualifying project submitted as unsolicited proposals to design, construct, operate, and maintain one or more new water treatment plants and associated systems for the City's water utility ("Plants"), and notice of intent to accept other proposals for the same project. In addition to an unsolicited proposal for Plants that was received on December 21, 2020, the City received a second unsolicited proposal on May 18, 2021.

On July 6, 2021, the City Commission approved (CAM 21-0572), a Master Agreement with EYIA (Exhibit 1) to provide the financial analysis services for the December 21, 2020 and May 18, 2021 proposals, as well as any additional proposals received during the 90-day proposal acceptance period, at a cost of $95,000 per proposal, funded by the proposer. Two additional proposals were received during the 90-day proposal acceptance period. The additional services in an amount not to exceed $64,999 are for the preparation of a comparative analysis to support the City's ranking of the four proposals and selection thereof, as required by the Florida Statutes.

Resource Impact

Funds for this SOW in the amount of $64,999 are available in the FY 2022 Budget in the account listed below:

Funds available as of October 14, 2021					
ACCOUNT NUMBER	**INDEX NAME (Program)**	**CHARACTER CODE/ SUB-OBJECT NAME**	**AMENDED BUDGET (Character)**	**AVAILABLE BALANCE (Character)**	**PURCHASE AMOUNT**
001-GEN010101-3199	Other Gen Govt - Social/Cultural	Services/Materials / Other Prof Serv	$256,652	$229,664	$64,999
			PURCHASE TOTAL ►		$64,999

Revenues collected to offset the expenditures related to this SOW and the SOW for the initial analysis of the four proposals will be appropriated on the November 2, 2021 Budget Amendment.

Strategic Connections

This item is a *2021 Top Commission Priority*, advancing the Infrastructure Initiative.

This item supports the Press Play Fort Lauderdale 2024 Strategic Plan, specifically advancing:

- The Infrastructure Focus Area
- Goal 1: Build a sustainable and resilient community.
- Objective: Proactively maintain our water, wastewater, stormwater, road and bridge infrastructure

This item advances the Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Ready

This item advances the *Advance Fort Lauderdale 2040* Comprehensive Plan specifically advancing:

- The Infrastructure Focus Area
- Sanitary Sewer, Water & Stormwater Element
- Goal 2: Develop and maintain an adequate water supply, treatment and distribution system, which meets existing and projected needs of the City and adjacent users in the Central Wastewater Region.

Attachments
Exhibit 1 – Master Agreement
Exhibit 2 – Statement of Work

Prepared by:	Susan Grant, Director of Finance Claudelle Rose, Sr. Admin Assistant, Finance
Department Directors:	Alan Dodd, Public Works Susan Grant, Finance

ACTION OF

ERNST & YOUNG INFRASTRUCTURE ADVISORS, LLC

July 1, 2019

The undersigned, being a Manager of Ernst & Young Infrastructure Advisors, a Delaware limited liability company (the "Company") duly appointed by Ernst & Young U.S. LLP, the sole member of the Company (the "Sole Member") pursuant to a unanimous written consent of the Sole Member dated August 28, 2014, and acting in accordance with Sections 18-402 and 18-407 of the Delaware Limited Liability Company Act and the limited liability company agreement of the Company, hereby consents to and adopts the following resolutions by written consent, effective as of the date first above written:

RESOLVED, that the Company does hereby authorize, appoint and constitute each of Mr. Mike Parker, Ms. Sue Lee, Mr. Tuyen Mai, Mr. Neil McMonagle, Mr. Jon Godsmark, Mr. Stephen Auton-Smith, Mr. Thomas Pelnik and Mr. Marc Powell as authorized signatories of the Company, each of them individually being vested with full legal authority to bind the Company to any agreement, contract, certificate, instrument or other document (including, without limitation, any contract for the Company to perform services on behalf of a client or potential client (any of the foregoing, a "Contract") on which his or her signature may appear on behalf of the Company with the title of "Authorized Signatory," as if such Contract were executed by all of the Managers on behalf of the Company; and it is further

RESOLVED, that any Contract executed on behalf of the Company by any of such individuals prior to the date hereof is hereby ratified and confirmed in all respects.

ERNST & YOUNG INFRASTRUCTURE ADVISORS, LLC

By: 

Name: Tom Rousakis

Title: Manager

Building a better working world

14 July 2021

City of Fort Lauderdale
Attention: Susan Grant, Director of Finance
100 N. Andrews. Av
Fort Lauderdale
FL 33301

Dear Susan:

Thank you for choosing Ernst & Young Infrastructure Advisors, LLC ("we" or "EYIA" or "Contractor") to perform professional services (the "Services") for the City of Fort Lauderdale ("you" or "Client" or "City"). We appreciate the opportunity to assist you and look forward to working with you.

For each project that we agree to undertake for you, we will prepare a Statement of Work describing the particular Services, as well as any advice, presentations, or filings to be made, our fees therefor, and any other project-specific arrangements. All of the Services will be subject to the terms and conditions of this letter, its attachments, including the General Terms and Conditions, and the applicable Statement of Work (together, this "Agreement").

We may enter into Statements of Work with you for a period of five years following the date of this letter, although we may agree with you to extend that period, including by executing additional Statements of Work referencing this Agreement.

If you have any questions about any of these materials, please do not hesitate to contact so that me we can address any issues you identify before we begin to provide any Services.

Very truly yours,

By: _____

Stephen Auton-Smith, Authorized Signatory

General Terms and Conditions

Our relationship with you

1. We will perform the Services in accordance with applicable professional standards, including those established by the American Institute of Certified Public Accountants ("**AICPA**").

2. We are a member of the global network of Ernst & Young firms ("**EY Firms**"), each of which is a separate legal entity.

3. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. Neither you nor we have any right, power or authority to bind the other.

4. We may subcontract portions of the Services to other EY Firms, who may deal with you directly. Nevertheless, we alone will be responsible to you for the Reports (as defined in Section 11), the performance of the Services, and our other obligations under this Agreement. From time to time, non-CPA personnel may perform the Services.

5. We will not assume any of your management responsibilities in connection with the Services. We will not be responsible for the use or implementation of the output of the Services, although we may otherwise provide advice and recommendations to assist you in your management functions and making decisions.

Your responsibilities

6. You shall assign a qualified person to oversee the Services. You are responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes.

7. You shall provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.

8. To the best of your knowledge, all information provided by you or on your behalf ("**Client Information**") will be accurate and complete in all material respects. The provision of Client Information to us will not infringe any copyright or other third-party rights.

9. We will rely on Client Information made available to us and, unless we expressly agree otherwise, will have no responsibility to evaluate or verify it.

10. You shall be responsible for your personnel's compliance with your obligations under this Agreement.

Our Reports

11. Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("**Reports**"), other than Client Information, are for your use only (consistent with the purpose of the particular Services).

12. If you disclose a Report (or a portion thereof) externally, you shall not alter, edit or modify it from the form we provided.

13. [Reserved.]

14. [Reserved.]

15. You may not rely on any draft Report. We shall not be required to update any final Report for circumstances of which we become aware, or events occurring, after its delivery.

Limitations

16. You may not recover from us, in contract or tort, under statute or otherwise, any consequential, incidental, indirect, or punitive damages in connection with claims arising out of this Agreement or otherwise relating to the Services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.

17. You may not recover from us, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services. This limitation will not apply to losses caused by our fraud or willful misconduct or to the extent prohibited by applicable law or professional regulations.

18. [Reserved.]

19. You may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other EY Firm or our or its subcontractors, members, shareholders, directors, officers, partners, principals or employees ("**EY Persons**"). You shall make any claim or bring proceedings only against us. The provisions of Sections 16 through 20 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to enforce them.

Indemnity

20. Subject to the limitations in Section 17, 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 ("Client Indemnitees") 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, that Client Indemnitees may incur due to claims of third parties based upon bodily injury (including death) or damage to (including loss of) tangible property arising from negligence or intentional misconduct of 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's 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.

Intellectual property rights

21. We may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how that we own or license ("**Materials**") in performing the Services. Notwithstanding the delivery of any Reports, we retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Client Information reflected in them).

22. Upon payment for particular Services and subject to the other terms of this Agreement, you may use the Reports relating to those Services, as well as any Materials owned by us that are included therein, solely to the extent necessary to use the Reports.

Information

23. All records made or received by either party in connection with this Agreement are public records pursuant to Florida law, available for inspection and copying, except as provided in Subsection 255.065(15), Florida Statutes (2020), as may be amended or revised, and except as otherwise provided by Florida law.

24. Either of us may use electronic media to correspond or transmit information.

25. Unless prohibited by applicable law, we may provide Client Information to other EY Firms (which are listed at www.ey.com) and EY Persons, as well as external third parties providing services on our or their behalf, who may collect, use, transfer, store or otherwise process (collectively, "**Process**") it in various jurisdictions in which they operate in order to facilitate performance of the Services, to comply with regulatory requirements, to check conflicts, to provide financial accounting and other administrative support services or for quality and risk management purposes. We shall be responsible to you for maintaining the confidentiality of Client Information, regardless of where or by whom such information is Processed on our behalf.

26. With respect to any Services, if U.S. Securities and Exchange Commission auditor independence requirements apply to the relationship between you or any of your associated entities and any EY Firm, you represent, to the best of your knowledge, as of the date of this Agreement and as of the date of each Statement of Work hereunder, that neither you nor any of your affiliates has agreed, either orally or in writing, with any other advisor to restrict your ability to disclose to anyone the tax treatment or tax structure of any transaction to which the Services relate. An agreement of this kind could impair an EY Firm's independence as to your audit or that of any of your affiliates, or require specific tax disclosures as to those restrictions. Accordingly, you agree that the impact of any such agreement is your responsibility.

Data protection

27. If we Process Client Information that can be linked to specific individuals ("**Personal Data**"), we will Process it in accordance with Section 25 of this Agreement, as well as applicable law and professional regulations, including, where applicable, the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework, each administered by the U.S. Department of Commerce and to which EYIA has self-certified (collectively, the "Privacy Shield Framework"). Further information (including disclosures required by the Privacy Shield Framework) is set out at www.ey.com/us/privacyshield. We will require any service provider that Processes Personal Data on our behalf to provide at least the same level of protection for such data as is required by the Privacy Shield Framework and other legal and regulatory requirements applicable to us. If any Client Information is protected health information under the Health Insurance Portability and Accountability Act, as amended, this Agreement is deemed to incorporate all of the terms otherwise required to be included in a business associate contract relating to such information.

28. You warrant that you have the authority to provide the Personal Data to us in connection with the performance of the Services and that the Personal Data provided to us has been Processed in accordance with applicable law. In order to provide the Services, we may need to access Personal Data consisting of protected health

information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event that we need access to such information, you will consult with us on appropriate measures (consistent with professional standards applicable to us) to protect the Restricted Personal Data, such as deleting or masking unnecessary information before it is made available to us, encrypting any data transferred to us, or making the data available for on-site review at a Client site. You will provide us with Restricted Personal Data only in accordance with mutually agreed protective measures.

Fees and expenses generally

29. You shall pay our professional fees and specific expenses in connection with the Services as detailed in the applicable Statement of Work. You shall also reimburse us for other reasonable expenses incurred in performing the Services. Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which, except to the extent you are exempt, you shall pay (other than taxes imposed on our income generally). Unless otherwise set forth in the applicable Statement of Work, payment is due within 45 days following receipt of each of our proper invoices. We may receive rebates in connection with certain purchases, which we use to reduce charges that we would otherwise pass on to you.

30. We may charge additional professional fees if you ask us to perform additional tasks.

31. If we are required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, you shall reimburse us for any reasonable professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless we are a party to the proceeding or the subject of the investigation.

Force majeure

32. Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control.

Term and termination

33. This Agreement applies to the Services whenever performed (including before the date of this Agreement).

34. This Agreement shall terminate upon the completion of the Services. Either of us may terminate it, or any particular Services, earlier upon 30 days' prior written notice to the other. In addition, we may terminate this Agreement, or any particular Services, immediately upon written notice to you if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations.

35. You shall pay us for all work-in-progress, Services already performed, and expenses incurred by us in accordance with this Agreement up to and including the effective date of the termination of this Agreement. Payment is due within 45 days following receipt of our proper invoice for these amounts.

36. The provisions of this Agreement that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement, except that our respective confidentiality obligations shall continue thereafter as provided by Florida law.

Governing law and dispute resolution

37. This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Services, including (without limitation) claims arising in tort, fraud, under statute or otherwise relating to the Services, or questions relating to the scope or enforceability of this Section 37, shall be governed by, and construed in accordance with, the laws of Florida applicable to agreements made, and fully to be performed, therein by residents thereof. Any dispute relating to this Agreement or the Services shall first be submitted to mediation as set forth in Appendix 1 to these Terms and Conditions. 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 courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. The parties waive the right to jury trial in connection with any legal proceedings arising under or relating to this Agreement.

Miscellaneous

38. This Agreement constitutes the entire agreement between us as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered.

39. Both of us may execute this Agreement (including Statements of Work), as well as any modifications thereto, by electronic means and each of us may sign a different copy of the same document. Both of us must agree in writing to modify this Agreement or any Statement of Work hereunder.

40. Each of us represents to the other that each person signing this Agreement or any Statement of Work

hereunder on its behalf is expressly authorized to execute it and to bind such party to its terms.

41. You agree that we and the other EY Firms may, subject to professional obligations, act for other clients, including your competitors.

42. Neither of us may assign any of our rights, obligations or claims arising out of or related to this Agreement or any Services.

43. If any provision of this Agreement (in whole or part) is held by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.

44. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the Cover Letter, (b) the applicable Statement of Work and any attachments thereto, (c) these General Terms and Conditions, and (d) other attachments to this Agreement.

45. [Reserved.]

46. [Reserved.]

47. **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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall comply with public records laws, and Contractor shall:

a. Keep and maintain public records required by the City to perform the service.

b. 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 (2020), as may be amended or revised, or as otherwise provided by law.

c. 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 the contract if the Contractor does not transfer the records to the City.

d. 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 the 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 the 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.

48. As a condition precedent to the effectiveness of this Agreement, 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, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, and that it is not engaged in a boycott of Israel. 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 (2020), 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 (2020), as may be

amended or revised, 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 (2020), as may be amended or revised.

49. The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

a. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2020), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

b. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

c. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

d. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

e. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

50. As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2020), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2020), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2020), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2020), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2020), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this section 50, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2020), as may be amended or revised, to include all of the requirements of this section 50 in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2020), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2020), as may be amended or revised.

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

City of Fort Lauderdale

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

Approved as to form:

By: _____
Sr. Assistant City Attorney

WITNESSES:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

(SEAL)

Ernst & Young Infrastructure Advisors, LLC

By: _____
Print Name: _____
Title: _____

ATTEST:

By: _____
Print Name: _____
Title: _____

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by _____ as _____ for Ernst & Young Infrastructure Advisors, LLC, a Delaware limited liability company authorized to transact business in the State of Florida.

(SEAL)

_____
Signature of Notary Public – State of _____

_____
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ___ OR Produced Identification ____
Type of Identification Produced _____

REGINA M. WEXLER
Notary Public, State of New York
No. 01WE4944513
Qualified in Dutchess County
Commission Expires 11/~~21/20~~22

Appendix 1

Dispute resolution procedures

Mediation

A party shall submit a dispute to mediation by written notice to the other party or parties. The mediator shall have been certified as a mediator by the Florida Supreme Court and shall be selected by the parties. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution ("CPR") shall designate a Florida Supreme Court-certified mediator at the request of a party. Any mediator must be acceptable to all parties and must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or substantial equity owner of any EY client, or an EY client.

The mediator shall conduct the mediation as he/she determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential, except as otherwise provided by Florida law or Florida Court Rules. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

If the parties have not resolved a dispute within 90 days after written notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate. In addition, if a party initiates litigation without initiating mediation, or before the mediation process has terminated, an opposing party may deem the mediation requirement to have been waived.

Statement of Work

This Statement of Work, **dated 21 October 2021,** (this "SOW"), is made by **Ernst & Young Infrastructure Advisors, LLC**, a Delaware limited liability company authorized to transact business in the State of Florida, ("we" or "EYIA") and the City of Fort Lauderdale, a Florida municipality, ("you", "the City" or "Client"), pursuant to the Agreement dated **14 July 2021,** (the "Agreement"), between EYIA and the City of Fort Lauderdale.

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the Agreement. The additional terms and conditions of this SOW shall apply only to the transaction advisory Services covered by this SOW and not to Services covered by any other Statement of Work pursuant to the Agreement. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings in the Agreement, and references in the Agreement to "you" or "Client" shall be deemed references to you.

Scope of services

We understand that you have received four Unsolicited Proposals (the "Proposal(s)") from consortia (the "Proposers") pursuant to Section 255.065, Florida Statutes (the "Statute"), to construct and operate a regional water treatment facility, and provide certain additional services, via a public private partnership to replace the existing ageing Fiveash plant. We understand that each of these four Proposals has been subject to separate evaluation, in accordance with the Statute ("Evaluation"), and you are now seeking EYIA's support to prepare comparative analysis to support the City's ranking of the Proposals, as required by the Statute. In this context we will:

- Reconfirm the City's strategic priorities and objectives, via information / data from the City.
- Provide generic evaluation criteria and scoring models for the City's consideration. The City will be responsible for the final determination of evaluation criteria.
- Advise and provide observations on the City's evaluation criteria and scoring model. Such advice and observations will focus on project economics, rate impact, risk, and commercial deliverability factors, to the extent relevant.
- Using the results of each separate Evaluation, we will comment on the relative strength of each Proposal in the context of the City's evaluation criteria and stated preferences, including but not necessarily limited to:
    i. Key commercial value and risk propositions;
    ii. Proposed pricing, impact on rates and key financial terms;
    iii. Commitment and capacity to achieve the City's technical objectives;
    iv. Proposed contracting and delivery model.
- Prepare a list of financial and commercial clarification questions and/or requests for information for the City to issue to the Proposers if required to allow a more effective evaluation.
- Attend clarification calls and meetings as necessary with the City and Proposers, if required.
- Liaise with the City and its advisors to allow for the integration of the financial and commercial implications of the Proposals by the City's rate consultant into the City's rate model.

- As required by the City, coordinate the input of a third-party technical engineering advisor. The technical advisor will analyze the relative appropriateness of the proposed project design, operating model, and performance outputs, relative to industry benchmarks, regulatory standards, and comparable projects, if any. The technical advisor will also assess and comment on the reasonableness of capital and operating cost estimates and assumptions underpinning the price proposal.
- Prepare draft and final reports on the ranking of Proposals for the City and City Commission.
- Advise the City in the preparation of an outline strategy and timetable for negotiating an interim and/or comprehensive agreement with the highest ranked Proposer.

For the avoidance of doubt EYIA is not undertaking diligence on the Proposers, nor advising you on the merits or otherwise of any specific transaction or providing any recommendations with regards the acceptance, rejection or otherwise of the Proposals or any other particular delivery approach. The City will be responsible for the final determination of evaluation outcomes.

Restrictions

EYIA, as a member firm of EY, is restricted by law and auditor professional requirements from performing certain work for its audit clients. The scope of work and fee arrangements set out in this letter have been approved under EY's applicable independence requirements, and any additional services requested under this or other statements of work will be subject to the same such requirements.

Any projections or estimates used as inputs into our analysis will be based on third party data or based on defined assumptions. We will have no responsibility to evaluate or verify such information but shall state the source of the information we use.

Unless otherwise specifically stated, we will not verify the accuracy of data provided by you or other third parties and will not be responsible for any errors in outcome resulting from inaccurate or incomplete data provided by the Client or others.

Limitations on scope

We will not identify, address or correct any errors or defects in your computer systems, other devices or components thereof ("Systems"), whether or not due to imprecise or ambiguous entry, storage, interpretation or processing or reporting of data. We will not be responsible for any defect or problem arising out of or related to data processing in any Systems.

Your specific obligations

We draw your attention to the reservations set out in paragraph 5 of the General Terms and Conditions of the Agreement, as well as your management responsibilities under paragraph 6, your obligations under paragraph 11 and 12, and your representation, as of the date hereof, under paragraph 26 thereof.

We may provide you with sample tools and/or templates, based on our professional experience and industry leading practices, for your completion or customization in connection with your project. You will be responsible for completion, customization, implementation, use and effectiveness of these tools or templates, and we will have no obligation with respect thereto.

Specific additional terms and conditions

The Services are advisory in nature. EYIA will not render an assurance report or assurance opinion under the Agreement, nor will the Services constitute an audit, review or examination of any entity's financial statements or prospective financial statements in accordance with generally accepted auditing standards or other applicable professional standards.

None of the Services or any Reports will constitute any legal opinion or advice. Whilst we will review legal documents when required to do so in order to advise on their financial and commercial consequences, it will not be a legal review and your lawyers will retain responsibility for legal drafting. In order for us to carry out this review, you or your advisors will need to notify us of any changes made to the documentation, highlighting the particular clauses that require review. We assume no responsibility for the effects of any changes that are not notified to us.

We will not conduct a review to detect fraud or illegal acts**,** nor will we render any opinion as to the fairness or advisability of the proposed transaction or any other transaction.

In providing the Services, we also will utilize and rely on data and information from third party sources (including publicly-available information). We will have no responsibility to evaluate or verify such information**.**

Notwithstanding anything to the contrary in the Agreement or this SOW, except as to those of any EY Firms, we do not assume any responsibility for any third-party products, programs or services, their performance or compliance with your specifications or otherwise.

We will base any comments or recommendations as to the functional or technical capabilities of any products in use or being considered by you solely on information provided by their vendors, directly or through you. We are not responsible for the completeness or accuracy of any such information or for confirming any of it.

Compliance with U.S. immigration requirements may require EY to provide certain information to the U.S. Citizenship and Immigration Services ("USCIS") to confirm that EY employees on certain visas are, in fact, EY employees and not employees of Client or other clients of EY. This will include providing certain information regarding work locations to support compliance with the visa requirements. As such, EY may disclose to USCIS information regarding this SOW, including Client's identity and location, as well as redacted agreements. Upon providing this information, EY will request that USCIS keep any such information confidential. In further support of these legal requirements, the U.S. Department of Labor (DOL) regulations, at 20 CFR § 655.734(a)(1)(ii)(A), require the posting of notice of a Labor Condition Application (LCA) in instances where individuals holding H-1B visas will be working on Client's premises. EY and Client will work together to develop an appropriate notice as required.

EY resources will be operating at all times as employees of and under the direction and control of EYIA's management, and all activities including supervision, hiring and firing decisions, and performance evaluations are controlled by EYIA. Client will not have the right to control EY resources, but will be responsible for directing our work and making all decisions derived from it. The Services do not include activities that involve participation in the management and decision

making that are the responsibility of the Client.

EYIA and other EY Firms may render professional services to other clients in your industry. You agree that any EY Firm may provide the Services under this SOW, as well as services to other such parties, as long as the EY Team does not disclose to any other such team any confidential information relating to you except as required by applicable law, regulation or professional obligation, subject to Subsection 255.065(15), Florida Statutes (2021), as may be amended or revised, in either case without your prior written consent.

The Services may involve our review of, or advice relating to, agreements to which you are a party with, or products produced by, a third party (an "EY Client") for which EYIA (or another EY Firm) performs, or has performed, services unrelated to the agreements or products. On behalf of yourself and your affiliates, you acknowledge and consent to our performance of such services for any EY Client, and agree that neither you nor your affiliates will make a claim that these circumstances present a conflict of interest, real or perceived, for us or any other EY Firm. If, however, our services for an EY Client directly relate or related to the agreements or products, we will seek the consent of both you and the EY Client to the continued performance of the Services. In any event, we confirm that, except as you and the EY Client otherwise agree in writing, your respective confidential or privileged information will remain confidential to that client in accordance with applicable professional standards.

We may subcontract a portion of the Services to one or more EY Firms and to subcontractors, including retired EY partners and/or principals, working under our direction who may communicate directly with you. EYIA, however, will remain solely responsible to Client for the performance of the Services.

Timetable

This SOW will be undertaken over a 5-week period from the time of your instruction to commence, subject to the relative complexity of the Proposal, stakeholder availability and timely exchange of information across the relevant parties

Contacts

You have identified Susan Grant as your contact with whom we should communicate about these Services. Your contact at EYIA for these Services will be Stephen Auton-Smith.

Fees and expenses

The General Terms and Conditions of the Agreement address our fees and expenses generally. Time incurred by EYIA in the provision of Services will be charged at the following rates:

EYIA level	$/hour
Senior Managing Director / Managing Director	$575
Senior Vice President / Director	$520
Vice President / Manager	$410
Senior Associate / Associate	$345
Analyst	$245
Global Analyst	$170

Rates will be subject to 2.5% annual inflation from the anniversary of the Agreement.

This Statement of Work is subject to a not to exceed amount of $60,000. EYIA has budgeted 240 hours of staff time, but the City acknowledges that the comparability of the Proposals is largely unknown at this point. Should the estimated level of effort required to deliver the Services materially change, EYIA will advise the Client in a timely manner to discuss the scope and indicative budget as relevant. We will provide fee updates on a monthly basis.

For the avoidance of doubt, fees exclude the costs associated with third party technical advisor input.

In addition, you shall reimburse EYIA for expenses incurred in connection with the performance of the Services, including expenses such as travel, meals, and accommodations in accordance with the City's Travel Allowance and Subsistence Policy, and other reasonable expenses specifically related to this engagement, all of which shall not exceed $4,999.

Billing and Payment

We will submit invoices on a monthly basis in arrears for actual hours and expenses incurred. Payment is due forty-five days following your receipt of our proper invoice.

You will provide a Purchase Order or other such details in a timely manner, should this be required by you for payment. Any delays in providing a Purchase Order or any information necessary for our invoicing will not affect the payment terms based on our invoice date.

You shall also pay all applicable taxes (including VAT and others imposed), except to the extent you are exempt, incurred in connection with the delivery of the Services or the Reports (except for taxes imposed on EY's income).

Your obligation to pay our fees and expenses is not contingent upon the results of the Services or the consummation of the proposed transaction.

In witness whereof, the parties have executed this SOW as follows:

City of Fort Lauderdale

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

Approved as to form:

By: _____
Assistant City Attorney

WITNESSES:

Ernst & Young Infrastructure Advisors, LLC

_____
Signature

By: _____
Print Name: _____
Title: _____

_____
Print Name

_____
Signature

_____
Print Name

ATTEST:

(SEAL)

By: _____
Print Name: _____
Title: _____

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ____ day of _____, 2021, by _____ as _____ for Ernst & Young Infrastructure Advisors, LLC, a Delaware limited liability company authorized to transact business in the State of Florida.

(SEAL)

_____
Signature of Notary Public – State of _____

_____
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

New Business

Tentative 2022 Calendar

ITFAC 2022 Tentative Calendar

Monday	January 3, 2022	
Monday	February 7, 2022	
Monday	March 7, 2022	
Monday	April 4, 2022	
Monday	May 2, 2022	
Monday	June 6, 2022	
Monday	July 4, 2022*	New date:
Monday	August 1, 2022	
Monday	September 5, 2022*	New date:
Monday	October 3, 2022	
Monday	November 7, 2022	
Monday	December 5, 2022	

*Holiday, City Hall closed

Top Infrastructure Priorities with Funding

Top Infrastructure Priorities

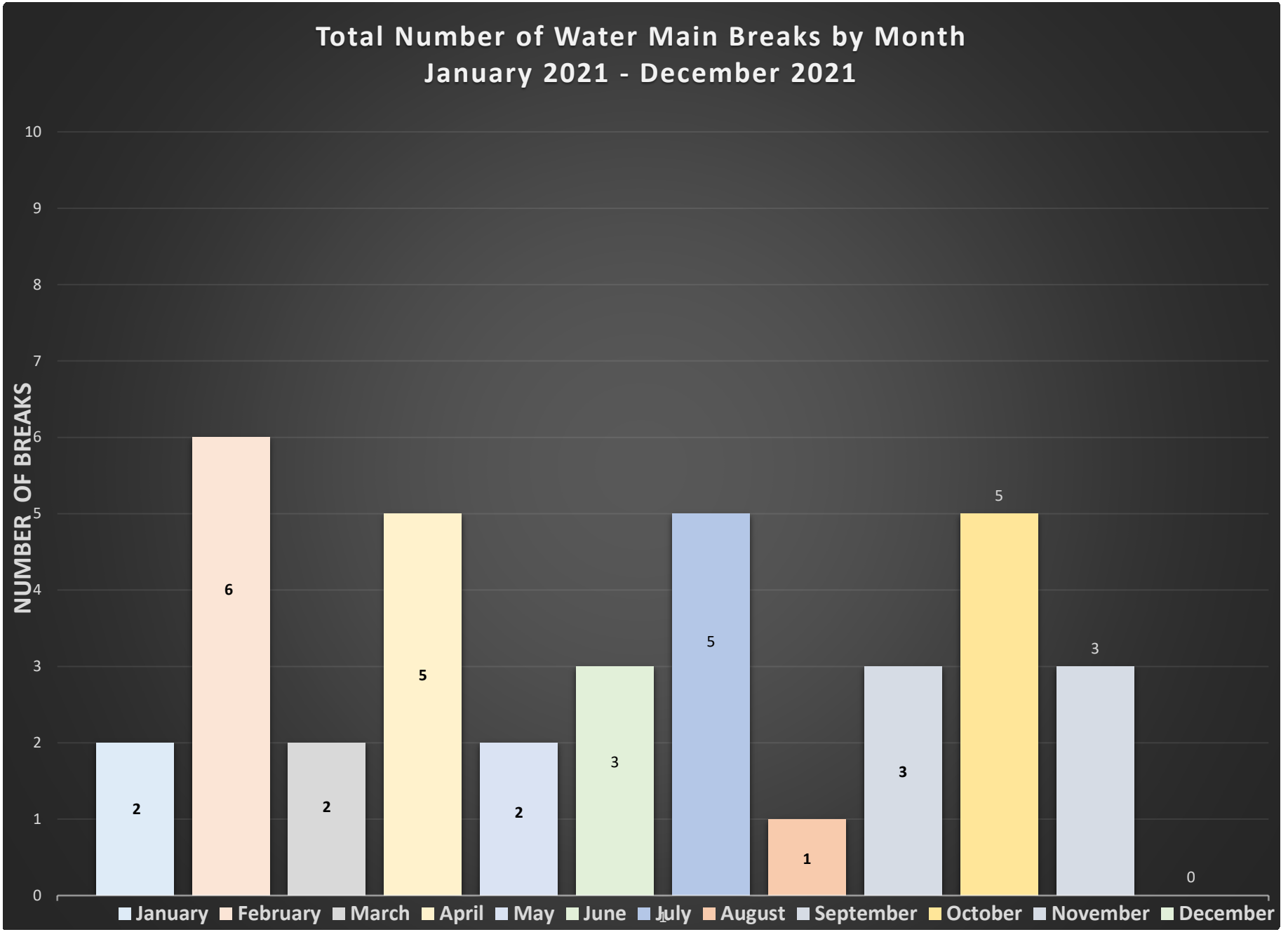
Type	Project Title	Description	Current Status	Estimated Cost	Milestones/Current Action	District
Water/Sewer	Port Condo Large Water Main Replacements	Replacing a small 6" water main with approximately 1,300 linear feet of large 12" water main on SE 17 Street north access road bounded by Eisenhower Boulevard and the intracoastal waterway.	Bidding	$1,000,000	Contract awarded on 9/9/2021	4
	Fiveash Water Treatment Plant Filters Rehabilitation	Rehabilitate all 22 media filters and components at the Fiveash Regional Water Treatment Plant (WTP).	Bidding	$3,500,000	Bid advertisement closed 11/22/2021	1,2,3,4
	Tarpon River A-11 Sewer Basin Rehabilitation	The project includes point repairs, minor road restoration and landscaping, and the rehabilitation of mainline sewers. It will employ the use of trenchless technologies to repair sewer system components such as lining of gravity sewers, manholes, and sewer laterals for Basin A-11. Work also includes pre and post TV survey, flow monitoring, traffic control, and site restoration. This project is part of the Wastewater Conveyance System Long Term Remediation Program to reduce inflow and infiltration.	Design	$3,475,000	Bid Specifications under review to include construction procedures that will benefit the quality of the installation of the liner.	4
	Dolphin Isles B-14 Sewer Basin Rehabilitation	This project is for the rehabilitation of the Dolphin Isles B-14 Sewer basin located in the Dolphin Isles neighborhood. This is a high priority project because of the recent sanitary sewer overflows resulting in the release of untreated wastewater in the City's waterways. The project scope will include pre and post television survey with closed circuit television (CCTV) video, rehabilitation of the mainline sewers, manholes and service laterals and in-house project management fees.	Project Initiation & Planning	$3,700,000	A bid is being prepared to request and negotiate the initial closed-circuit televising (CCTV) of the basin through the existing I&I prequalified contractors.	2
Stormwater	River Oaks Neighborhood Improvements	The scope of work for this Phase II Project consists of field surveying, LiDAR data collection, building and executing an ICPR hydraulic/hydrologic model, updating the City's stormwater GIS database, and developing civil engineering plans to address the chronic flooding issues affecting the River Oaks neighborhood.	Bidding	$26,000,000	Construction to commence in December, to be completed in 2 years.	4
	Edgewood Neighborhood Improvements	This project consists of providing new stormwater infrastructure for the Edgewood Neighborhood area. This project will include a survey, conceptual and final design, hydraulic modeling, permitting, and construction. This area is bound by State Road 84 to the north, Florida East Coast railroad to the east, I-95 to the west, and I-595 to the south.	Bidding	$18,775,000	Project was awarded in September to David Mancini and Sons (DMSI), NTP for construction to be issued mid-December. Construction is expected to commence January 1st and will take approximately 2 years to complete.	4
	City-Owned Seawall Restoration and Replacement	This project will address the capital repair and/or replacement of the City-owned seawalls as identified in the proposed Seawall Master Plan (Project No. 12212). The repair or replacement efforts will include potential structural modifications to address the challenges associated with sea level rise, in addition to the standard capital repairs, rehabilitations, or replacement.	Bidding	$3,500,000	Seawall replacement of 7 seawalls (2 on Hendricks Isle, 4 on Las Olas Blvd. and one on Se 10th Street; with a combined length of 1250 linear feet) Bid packages are being prepared for an estimated advertising date of early January, 2022. Construction is expected to commence early spring, 2022 and will take	1

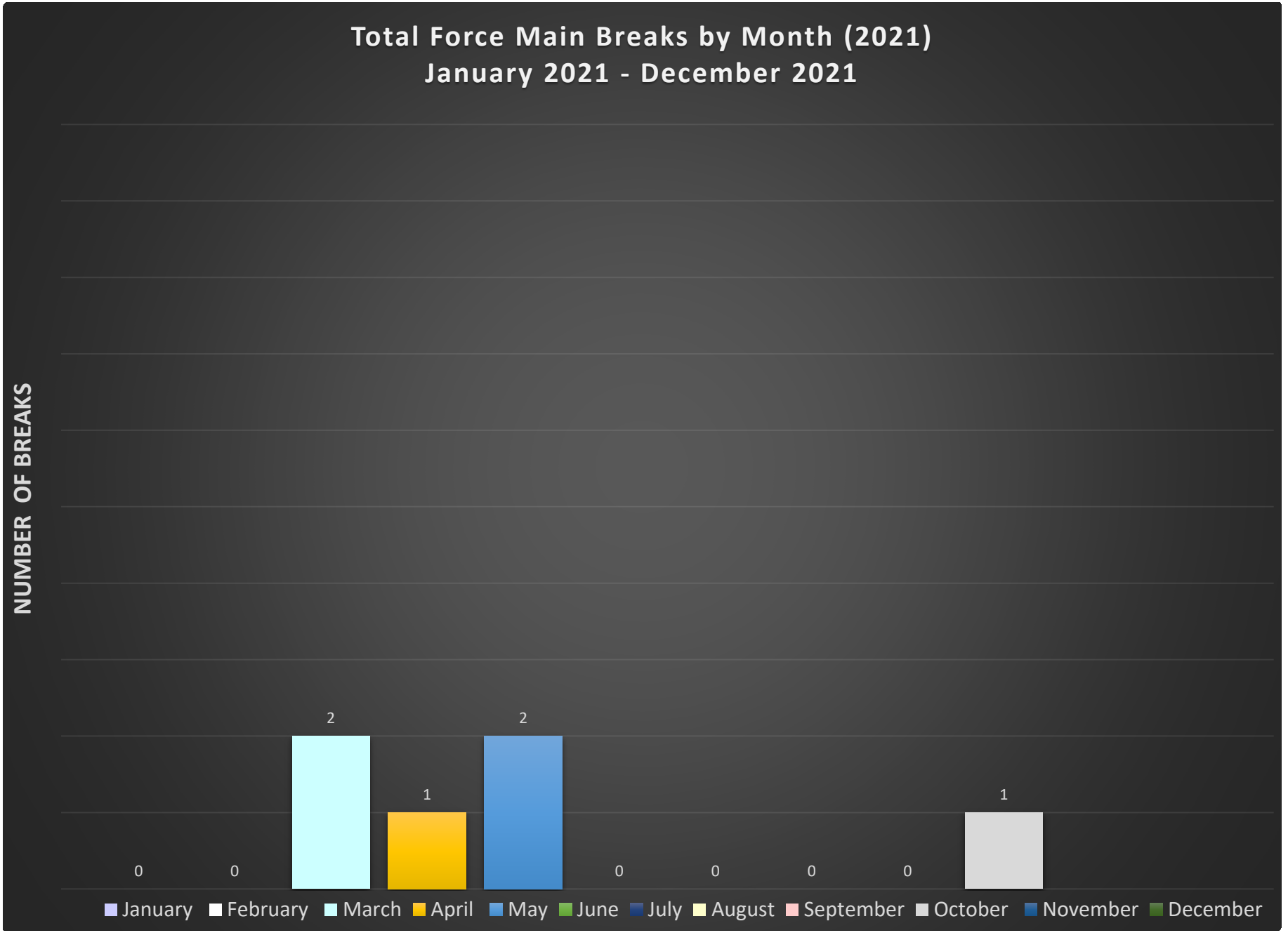
Type	Project Title	Description	Current Status	Estimated Cost	Milestones/Current Action	District
Consent Order	NE 25th Ave 24" Force Main Replacement	This project is for the construction costs of the replacement of a deteriorated 24-inch diameter ductile iron pipe sewer force main measuring approximately 5,500 linear feet. The force main is located along NE 25th Avenue, from Commercial Boulevard to Oakland Park Boulevard.	Design	$6,148,000	This consent order project is for the construction of the replacement of a deteriorated 24-inch diameter ductile iron pipe sewer force main measuring approximately 5,500 linear feet. The force main is located along NE 25th Avenue, from Commercial Boulevard south to the Coral Ridge Country Club golf course. Funding is available from 451-Central Regional Wastewater System, and 496-Water and Sewer Regional Master Plan 2017. Additional funds are likely to be required after the completion of the Design Criteria Package (DCP) for	1
	Rehabilitation or replacement of 48" to 54" force main on SE 9th Ave and SE 10th Ave to GTL WWTP	This consent order project is for the rehabilitation, or replacement of 19,100 linear foot of 48-54 inch diameter sewer force main. The force main runs along SE 9th Avenue and 10th Avenue to the George T. Lohmeyer Wastewater Treatment Plant.	Project Initiation & Planning	$37,900,000	This pipe has experienced several breaks requiring emergency repairs over the last few years, some resulting in sanitary sewer overflow events in violation of Florida Department of Environmental Protection (FDEP) regulations. The rehabilitation work in this pipeline is required to be completed after the bypass project is completed and prior to the consent order deadline. This project is currently planned to received partial funding (60%) with the 2023 bond issuance and the remaining 40% was applied for in the FY23 CIP application; however, $2.23M of this budget is necessary to be identified and allocated from the Water and Sewer Regional Master Plan Fund in January or February 2022 to begin cleaning, inspection, and preparation of the design criteria package in order to stay on track with the schedule and consent order deadline.	1,2,3,4
	NE 38th ST 42-inch FM and NE 19th Ave 24-inch FM Replacements	The first part of this project will consist of replacing approximately 8,000 linear feet of deteriorated 42-inch diameter sewer force main along NE 38th Street, between N Dixie Highway and Coral Ridge Club. In addition, approximately 3,000 linear feet of 24-inch new sewer force main will be installed along NE 19th Avenue, between NE 38th Street and NE 32nd Street. On October 24, 2019 FDEP approved the request to modify this project by installing 2,500 linear feet of 24-inch new sewer force main along NE 50th Court in lieu of the 3,000 feet of 24-inch new sewer force main along NE 19th Avenue.	Design	$2,096,000	This consent order project is for the replacement of approximately 7,400 linear feet of deteriorated 42-inch diameter sewer force main along NE 38th Street, between N. Dixie Highway and the Coral Ridge Club. In addition, approximately 3,600 linear feet of 24-inch new sewer force main will be installed along NE 51st Street and NE 50th Court, between NE 18th Avenue and NE 13th Avenue. This project was defunded to fund the Effluent Pumps Generator project; however, this project is currently planned to received funding with the 2023 bond issuance. The City will continue working with the Consultant and finalize the Design Criteria Package (DCP) to be ready for construction when the funds are available in FY 2023.	1

Type	Project Title	Description	Current Status	Estimated Cost	Milestones/Current Action	District
Sustainability	Tarpon River Dredging	The environmental analysis of George English Lake, the Tarpon River, and the Himmarshee Canal were completed in advance of the consent order deadline. Since the reports indicated the unauthorized discharges did not impact the waterway quality and a corrective action plan is not required, the City is proceeding with a surface water enhancement projects at these locations per the Amended Consent Order.	Permit Review	$620,000	The proposed project is the maintenance dredging of approximately 800 linear feet of the Tarpon River from 100 feet west of the SE 9th Avenue bridge to 700 feet east of the SE 9th Avenue bridge. The estimated quantity of dredge material is 2,000 cubic yards. Construction to begin in Spring 2022.	4
Bridges	Bridge Replacement at South Ocean Drive	This project is for the replacement of an existing bridge at South Ocean Drive. It is 80 feet long by 36 feet wide. City Bridge No. 865775, was built in 1952.	Bidding	$3,242,000	Bid documents are being reviewed by Procurement.	2
	Castle Harbor Isle Bridge Design and Replacement	This project is for the design and construction of the Castle Harbor Isle Bridge. On March 11, 2021, following the inspection of the Castle Harbor Isle Bridge, staff recommended the closure of the westbound lane of the bridge. Upon further inspection, it was determined that there were two structurally weak points on the bridge, one in the center and one near the edge. Due to the risk of failure, staff has recommended the bridge be replaced. The project scope will include the immediate repair of the two structurally weak points on the bridge and the design, construction, and in-house project management fees for the bridge replacement.	Project Initiation & Planning	$2,000,000	Construction for immediate repairs to begin in December 2021 and completed by March 31, 2022. Replacement of the bridge is planned for FY2023.	1
	West Lake Drive Bridge Restoration	Bridge Rehabilitation - This 28.9 ft. long, single span, prestressed concrete slab bridge was constructed in 1964. The bridge has a roadway width of 27.9 ft. and carries two lanes of traffic on an urban collector roadway in a residential neighborhood. There are 4.5 ft. wide sidewalks on each side. The bridge has significant deterioration to the beams, bents caps, and abutments, which has significant reduce the bearing capacity of the bridge. The City's contracted structural engineering consultant will develop a task order to design, permit and provide construction management services for the repairs of structural and aesthetic elements of the bridge.	Bidding	$1,466,000	Construction for immediate repairs to begin in December 2021. Replacement of the bridge is planned for FY2025.	4

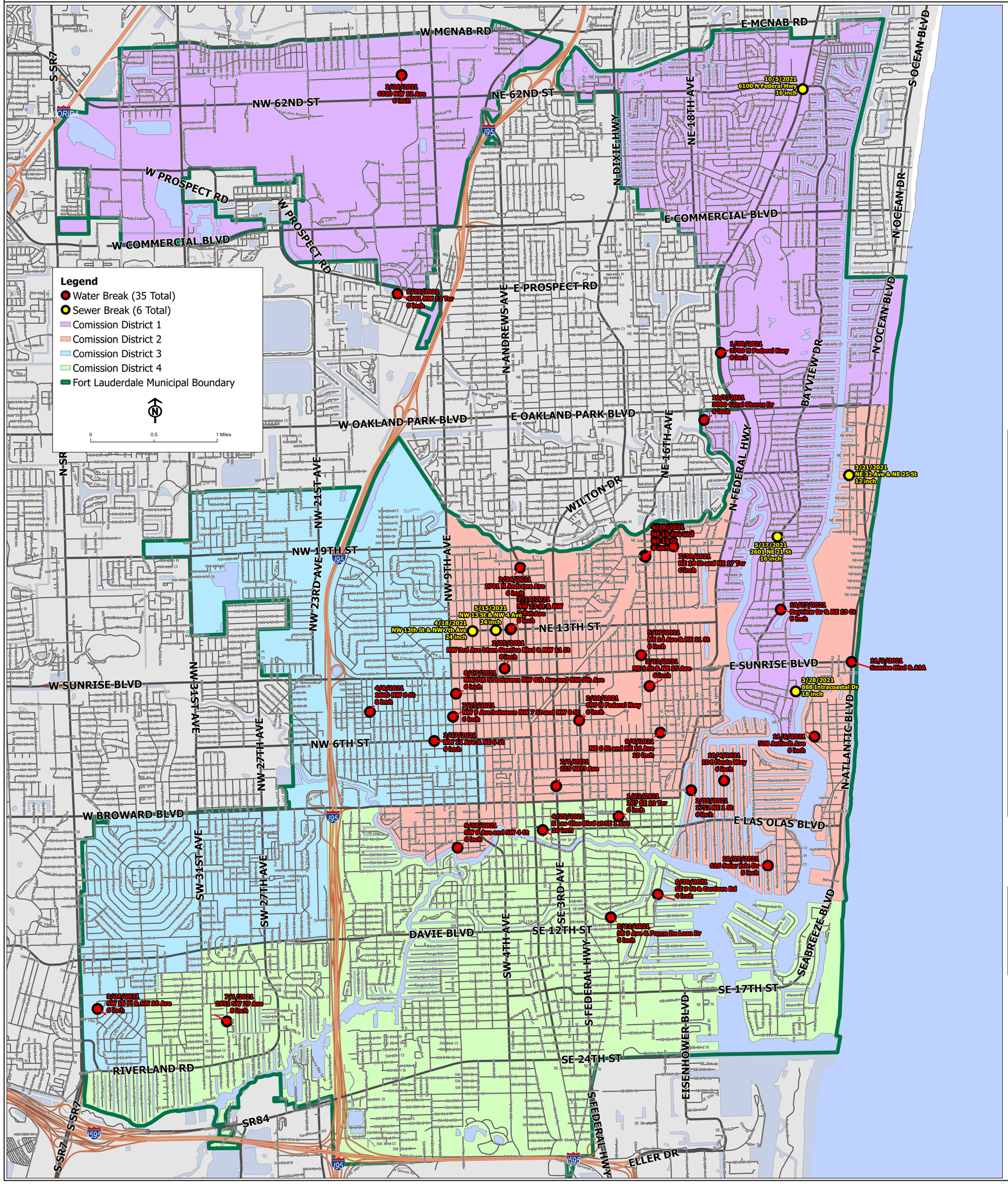
Public Works Update

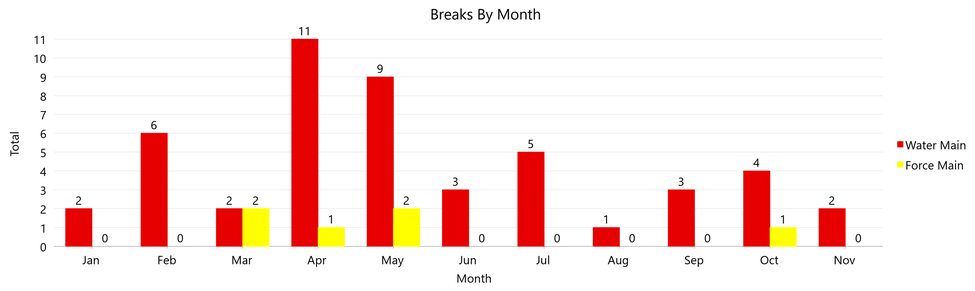
Water & Sewer Breaks Report 2021


Total Number of Water Main Breaks by Month
January 2021 - December 2021
NUMBER OF BREAKS
10
9
8
7
6
5
4
3
2
1
0
2
6
2
5
2
3
5
1
3
5
3
0
January
February
March
April
May
June
July
August
September
October
November
December


Total Force Main Breaks by Month (2021)
January 2021 - December 2021
NUMBER OF BREAKS
0
0
2
1
2
0
0
0
0
1
January
February
March
April
May
June
July
August
September
October
November
December

Water Distribution And Force Main Breaks For January 1 - November 30, 2021





Water Distribution Breaks

Date of Break/PBWN	Q-Alert	Address	Type	Size	Cause	PBWN Issued?	Impacted Properties
1/12/2021	718838	207 SE 10 Ter	Water Main	6 inch	Broke while contractor was installing a 54-inch force main	Y	40
1/30/2021	720906	3700 N Federal Hwy	Water Main	8 inch	Age	Y	74
2/10/2021	729728	699 N Federal Hwy	Water Main	6 inch	Contractor Hit Line	N	0
2/15/2021	730637	1752 NE 1 St	Water Main	6 inch	Leak on Mechanical Joint	Y	31
2/25/2021	703142	NW 3rd Ave btwn Sunrise Blvd & NW 11 St	Water Main	8 inch	Emergency Repairs for Insertion Valve	Y	40
2/26/2021	N/A	6320 NW 12 Ave	Water Main	6 inch	Contractor Performed Water Main Offset	Y	3
2/26/2021	736339	1701 N Andrews Ave	Water Main	6 inch	Emergency Repairs to Broken Water Main	N	0
2/27/2021	736429	NW 11 Ave & NE 6 St	Water Main	6 inch	Contractor Hit Line	N	0
3/13/2021	741874	NE 9 St & NE 15 Ave	Water Main	6 inch	Contractor Hit Line	N	N/A
3/24/2021	746102	SW 16 Pl & SW 38 Ave	Water Main	6 inch	Valve Leak	Y	25
4/8/2021	749660	1600 NW 8 St	Water Main	8 inch	Age	Y	5
4/19/2021	756961	NE 15 Ave and NE 17 Ct	Water Main	6 inch	Contractor Hit Line	Y	98
4/20/2021	756961	NE 15 Ave and NE 17 Ct	Water Main	8 inch	Contractor Hit Line	Y	98
4/23/2021	756961	NE 15 Ave and NE 17 Ct	Water Main	8 inch	Contractor Hit Line	Y	98
4/28/2021	756961	NE 15 Ave and NE 17 Ct	Water Main	8 inch	Contractor Hit Line	Y	43
5/13/2021	765890	SE 9 Ave & Ponce De Leon Dr	Water Main	6 inch	Water Line Break	Y	23
5/17/2021	766772	NE 14 Ave & NE 11 St	Water Main	6 inch	Bell Joint Leak	Y	5
6/2/2021	772178	NW 13 St & NW 2 Ave	Water Main	6 inch	Conflict with new force main	Y	2
6/25/2021	403185 & 178719	E Las Olas Blvd at SE 1 Ave	Water Main	16 inch	Damaged Valve	Y	16
6/30/2021	784339	SE 9 St & Cordova Rd	Water Main	4 inch	Damaged Water Main	Y	5
7/1/2021	N/A	115 NE 3 Ave	Water Main		Damaged Water Main	Y	2
7/1/2021	784664	1951 SW 29 Ave	Water Main	8 inch	Damaged Water Main	Y	32
7/19/2021	772178	NW 13 St & NW 2 Ave	Water Main		Conflict with new force main	Y	2
7/27/2021	796341	NW 9 Ave between NW 7 St and NW 8 St	Water Main	6 inch	Broken 6 inch water main	Y	30
7/30/2021	797943	NE 18 St and NE 17 Ter	Water Main	6 inch	Broken 6 inch water main	Y	19
8/17/2021	806307	NW 9th St between NW 8th Ave and NW 9th Ave	Water Main	6 inch	Broken 6 inch water main	Y	55
9/6/2021	814606	NE 6 St and NE 16 Ave	Water Main	10 inch	Main that was damaged	Y	6
9/18/2021	820328	SW 9 Ave and SW 4 Ct	Water Main	6 inch	Contractor impacted	Y	38
9/24/2021	823305	4301 NW 12 Ter	Water Main	6 inch	Contractor impacted COFL Water Main	Y	30
10/4/2021	827745	104 Fiesta Way	Water Main	6 inch	Broken Valve	Y	64
10/5/2021	828443	3000 Coral Shores Dr	Water Main	6 inch	Contractor hit water main	Y	92
10/27/2021	NA	Bayview Dr & NE 13 Ct	Water Main	6 inch	Leak in water main	Y	16
10/29/2021	839759	626 Solar Isle Dr	Water Main	6 inch	Emergency Repair	Y	36
11/2/2021	NA	Sunrise Blvd & A1A	Water Main		Crews made repairs that required a shutdown of system	Y	3
11/6/2021	843846	508 Antioch Ave	Water Main	6 inch	Deterioration	Y	21

Sewer Main Breaks

Date of Break/PBWN	Q-Alert	Address	Type	Size	Cause	Volume (Gal)	SSO Issued?	Impacted Properties
3/21/2021	744806	NE 32 Ave & NE 25 St	Force Main	12 inch	Undetermined, maybe due to contractor	10,060	Y	30
3/28/2021	747601	888 Intracoastal Dr	Force Main	18 inch	Age	2,000	Y	540
4/18/2021	756172	NW 13th St & NW 7th Ave	Force Main	24 inch	Age	12,750	Y	60
5/15/2021	766437	NW 13 St & NW 4 Ave	Force Main	24 inch	Age	1,000	Y	N/A
5/17/2021	767175	2601 NE 21 St	Force Main	16 inch	Contractor Damage	14,525	Y	173
10/5/2021	828495	6100 N Federal Hwy	Force Main	16 inch	Hole in main	1,500	N	N/A

CIP Financial Report

Consent Order Projects Financial Report Summary
November 30, 2021

Consent Order Projects by Category	Total Budget Amount	Actuals as of November 30, 2021	% Spent to Date as of November 30, 2021	Encumbrances as of November 30, 2021	Remaining Balance as of November 30,
GTL Upgrades	28,295,566.00	165,363.00	1%	2.50	14,130,200.50
I&I	37,844,732.00	25,815,802.74	68%	5,783,134.09	6,245,795.17
Master Plan/Report	8,550,322.31	6,726,437.37	79%	1,666,704.62	157,180.32
Sewer Basin	2,195,642.05	2,164,992.37	99%	0.05	30,649.63
Sewer Force Main	121,513,202.68	98,266,113.87	81%	5,027,898.14	18,219,190.67
Stormwater	54,426,525.00	3,849,802.94	7%	44,722,074.28	5,854,647.78
Watermain	2,238,785.00	1,928,910.00	86%	-	309,875.00
Grand Total	**255,064,775**	**138,917,422**	**54%**	**57,199,814**	**44,947,539**

Water & Sewer Bond Expenditures Summary
November 30, 2021

Index Code / Project Title	Category	Project Status	Budget	Actuals as of November 30, 2021	% Spent to Date as of November 30, 2021	Encumbrances as of November 30, 2021	Remaining Balance as of November 30, 2021
FD495.01 WATER & SEWER MASTER PLAN 2017	Finance	Implementation	19,685,546.63	15,210,059.00	77%	1,543,299.12	2,932,188.51
FD496.01 WATER & SEWER REGIONAL MASTER PLAN 2017	Finance	Implementation	1,983,854.00	1,793,710.00	90%	92,082.51	98,061.49
P10814.495 CENTRAL NEW RIVER W/MAIN RIVER CROSSING	Watermain	Construction	1,632,562.00	797,387.00	49%	155,594.31	679,580.69
P10850.495 VICTORIA PARK A NORTH-SMALL WATERMAINS	Watermain	Construction	4,435,773.00	4,433,458.80	100%	2,313.80	0.40
P11080.495 PORT CONDO SMALL WATER MAIN IMPROVEMENTS	Watermain	Bidding	932,320.00	51,606.10	6%	880,713.65	0.25
P11563.495 VICTORIA PARK SEWER BASIN A-19 REHAB	I&I	Construction	5,832,153.00	5,541,395.28	95%	135,996.72	154,761.00
P11566.495 RIO VISTA SEWER BASIN D-43 REHAB	I&I	Construction	4,268,936.00	3,788,300.81	89%	323,865.48	156,769.71
P11589.495 FIVEASH WTP DISINFECTION IMPROVEMENTS	Fiveash Upgrades	Construction	17,328,046.00	1,030,288.67	6%	1,284,647.03	15,013,110.30
P11901.495 VICTORIA PK STH SM WATERMAINS IMPROVEMNT	Watermain	Construction	5,149,658.00	5,147,938.88	100%	1,718.61	0.51
P11991.495 DOWNTOWN SEWER BASIN PS A-7 REHABILITION	I&I	Construction	2,000,000.00	40,725.00	2%	-	1,959,275.00
P12049.495 FLAGLER HEIGHTS SWR BASIN A-21 LATERALS	I&I	Construction	1,318,983.00	654,098.00	50%	180,974.16	483,910.84
P12055.495 BASIN A-18 SANITARY SWR COLL SYSTM REHAB	I&I	Construction	3,883,475.00	3,877,218.18	100%	6,255.46	1.36
P12133.495 PUMP STN A-13 REDIRECTION E OF FEDERAL	Sewer Force main	Warranty	478,013.50	478,013.50	100%	-	-
P12180.495 CROISSANT PARK SMALL WATER MAINS	Watermain	Complete	2,822,718.37	2,822,718.37	100%	-	-
P12184.495 DAVIE BLVD 18" WM ABAN I-95 TO SW 9 AVE	Watermain	Design	2,075,500.00	297,692.25	14%	55,603.75	1,722,204.00
P12202.495 LIFT STATN D-11 FLOW ANALYSIS & REDESIGN	Sewer Basin	Construction	1,254,020.00	1,224,357.61	98%	-	29,662.39
P12319.495 EMERG REPAIR 30" FM - REPUMP TO GTL WWTP	Sewer Force main	Complete	2,697,298.64	2,697,298.64	100%	-	-
P12352.495 S MIDDLE RIVER FORCE MAIN RIVER CROSSING	Sewer Force main	Complete	608,999.50	608,999.50	100%	-	-
P12367.495 ASSET MANAGEMENT & CMOM PROGRAMS	Master Plan/Report	Project Initiation & Planning	-	-	-	-	-
P12367.496 ASSET MANAGEMENT & CMOM PROGRAMS	Master Plan/Report	Project Initiation & Planning	-	-	-	-	-
P12368.495 SEWER CAPACITY ANLY FOR GRAVITY & FM	Master Plan/Report	Project Initiation & Planning	-	-	-	-	-
P12368.496 SEWER CAPACITY ANLY FOR GRAVITY & FM	Master Plan/Report	Project Initiation & Planning	-	-	-	-	-
P12375.495 PROG MGMT OF CONSENT ORDER PROJECTS	Master Plan/Report	Project Initiation & Planning	752,000.00	712,778.06	95%	39,221.61	0.33
P12375.496 PROG MGMT OF CONSENT ORDER PROJECTS	Master Plan/Report	Project Initiation & Planning	115,000.00	108,746.74	95%	6,253.08	0.18
P12383.496 NE 25TH AVE FORCE MAIN REPLACEMENT	Sewer Force main	Design	4,784,890.00	351,555.80	7%	551,531.73	3,881,802.47
P12384.496 NE 38TH ST 42" FM & NE 19TH AV 24" FM	Sewer Force main	Design	2,096,690.00	456,668.74	22%	800,856.80	839,164.46
P12385.496 SE 10TH AV 48" FM REPL & 36" BYPASS	Sewer Force main	Cancelled	18,326.00	18,326.00	100%	-	-
P12386.496 54" FM RPL SE 9TH/10TH AV & NEW PARALLEL	Sewer Force main	Cancelled	6,072.00	6,072.00	100%	-	-
P12387.496 EFFLUENT MAIN REHABILITATION	Sewer Force main	Project Initiation & Planning	3,184,000.00	89,021.00	3%	294.00	3,094,685.00
P12388.495 NE 13TH ST 24" FORCE MAIN REPLACEMENT	Sewer Force main	Construction	3,313,090.00	2,189,854.64	66%	1,123,235.36	0.00
P12389.495 18" FM RPL ACROSS NEW RVR FRM 9TH/ BIRCH	Sewer Force main	Construction	2,112,550.00	1,558,249.48	74%	554,299.12	1.40
P12390.495 16" FM ALONG LAS OLAS BLVD PHASE 2	Sewer Force main	Construction	2,500,000.00	2,410,943.21	96%	-	89,056.79
P12391.495 BERMUDA RIVIERA SML WTRMN IMPROVEMENTS	Watermain	Construction	4,976,700.00	4,422,875.70	89%	415,165.02	138,659.28
P12395.495 PEELE DIXIE ELECTRICAL STUDIES	Peele Dixie Upgrades	Construction	210,000.00	63,133.00	30%	-	146,867.00
P12396.495 PEELE DIXIE SURGE PROTECTION UPGRADES	Peele Dixie Upgrades	Bidding	100,000.00	30,307.00	30%	8,920.00	60,773.00
P12399.495 FIVEASH WTP PCCP REPLACEMENT	Fiveash Upgrades	Complete	33,511.00	33,511.00	100%	-	-
P12400.495 PROSPECT WELLFIELD ELC STUDIES & TESTING	Master Plan/Report	Complete	185,000.00	1,168.00	1%	-	183,832.00
P12402.495 PEELE DIXIE WELLFIELD ELC STUD & TESTING	Master Plan/Report	Construction	150,000.00	47,669.50	32%	-	102,330.50
P12404.495 EXCAVATE & DISPOSE OF DRY LIME SLUDGE	Fiveash Upgrades	Warranty	4,228,973.31	4,228,973.31	100%	-	-
P12406.496 REDUNDANT FORCE MAIN FROM B-REPUMP	Sewer Force main	Bidding	10,377.00	10,377.00	100%	-	-
P12407.495 SUBACQUEOUS FM CROSSING REINSTATEMENT	Sewer Force main	Cancelled	-	-	-	-	-
P12410.495 PUMP STATION C-1 REPLACEMENT	Sewer Force main	Bidding	620,000.00	26,711.00	4%	-	593,289.00
P12412.495 PUMP STATIONS A-16 UPGRADE	Sewer Force main	Design	3,000,000.00	22,012.00	1%	-	2,977,988.00
P12413.495 FM FROM PUMP STN D-35 TO D-36 UPSIZE	Sewer Force main	Warranty	580,000.00	517,445.12	89%	29,824.28	32,730.60

Index Code / Project Title	Category	Project Status	Budget	Actuals as of November 30, 2021	% Spent to Date as of November 30, 2021	Encumbrances as of November 30, 2021	Remaining Balance as of November 30, 2021
P12414.495 GRAVITY PIPE IMPV TO DWNTWN COL SYSTM	Sewer Force main	Bidding	3,143,000.00	192,791.90	6%	82,770.85	2,867,437.25
P12415.495 PUMP STATION A-7 UPGRADE	Sewer Force main	Construction	2,582,888.69	666,874.56	26%	1,586,263.94	329,750.19
P12418.495 WTR & W/WTR D & C SYSTEM MAPPING	Master Plan/Report	Project Initiation & Planning	-	-	-	-	-
P12419.495 FORCE MAIN ASSESSMENT	Master Plan/Report	Project Initiation & Planning	-	-	-	-	-
P12419.496 FORCE MAIN ASSESSMENT	Master Plan/Report	Project Initiation & Planning	-	-	-	-	-
P12456.495 SEWER BASIN D-40 REHAB	Sewer Basin	Project Initiation & Planning	169,237.00	14,610.51	9%	17,220.75	137,405.74
P12463.495 CORAL SHORES SML WATERMAIN IMPROVEMENTS	Watermain	Construction	1,118,998.00	1,019,160.25	91%	99,837.75	-
P12485.495 FIVEASH WTP FILTERS REHABILIATION	Fiveash Upgrades	Construction	3,720,000.00	106,028.41	3%	2,932,249.59	681,722.00
P12529.496 EFFLUENT PMP STNBY GENERATOR & ADMIN BLD	GTL Updgrades	Project Initiation & Planning	14,000,000.00	-	0%	-	14,000,000.00
P12566.496 REDUNDANT SEWER FM NORTH TO GTL WWTP	Sewer Force main	Construction	24,725,379.00	24,675,291.13	100%	50,086.99	0.88
P12567.496 REDUNDANT SEWER FM SOUTH TO GTL WWTP	Sewer Force main	Construction	35,750,000.00	31,888,348.45	89%	1,790,357.75	2,071,293.80
P12569.495 NE 5TH STREET FORCE MAIN IMPROVEMENT	Watermain	Complete	1,928,910.00	1,928,910.00	100%	-	-
P12570.495 36TH STREET FORCE MAIN IMPROVEMENT	Watermain	Warranty	309,875.00	-	0%	-	309,875.00
P12618.495 DOLPHIN ISLES B-14 SEWER BASIN REHAB	Sewer Basin	Project Initiation & Planning	365,000.00	7,310.00	2%	-	357,690.00
P12619.495 BAYVIEW DR 16" FM TO PUMP STATION B-14	Sewer Force main	Design	2,570,000.00	62,102.69	2%	115,004.84	2,392,892.47
P12620.495 LAS OLAS MARINA PUMP STATION D-31	Sewer Force main	Project Initiation & Planning	2,500,000.00	-	0%	-	2,500,000.00
P12628.495 INTERLOCAL AGREEMENT WITH POMPANO BEACH	Master Plan/Report	Project Initiation & Planning	299,455.00	-	0%	299,455.00	-
Totals			**204,547,778.64**	**128,363,091.79**	**63%**	**15,165,913.06**	**61,018,773.79**

From: Kymberly Holcombe
To: Seemee Callier
Cc: Susan Grant; Laura Reece; Talal Abi-Karam; Omar Castellon; Kenya Baker
Subject: FW: Water and Sewer Impact Fees
Date: Wednesday, December 1, 2021 3:54:33 PM

2022 - Fiscal Year to date status of Water and Sewer Expansion/Impact Fees

As of 12/1/2022 Water expansion/impact fees collected and posted is $253,827
" " Sewer expansion/impact fees collected and posted is $242,400
Total FYTD $496,227

Thank you,

Kymberly Holcombe
Business Operations Manager
City of Fort Lauderdale
Public Works I Engineering Services
100 N. Andrews Ave., Fort Lauderdale, FL 33301
p 954-828-5083 I c 954-559-6863
Kholcombe@fortlauderdale.gov

Impact Fees

WATER - SEWER FEE REPORT

Fees Collected between 10/1/2021 and 11/29/2021

ENG0470									
2021									
BLD-CADD-21010002	Commercial Addition Permit								
1987938	71933223	11/16/2021	1447111	$1,227.20	Payment Applied	ENG0470	BLD-CADD-21010002	anonymous	
BLD-CADD-21040001.R001	Plan Revision								
1987272	72089196	11/12/2021	1538744	$4,663.36	Payment Applied	ENG0470	BLD-CADD-21040001.R001	Debra Johnson	Lauderdale Manors Homeowners A
BLD-CNC-20120007	Commercial New Construction Permit								
1982809	72036554	10/21/2021	1507640	$8,156.16	Payment Applied	ENG0470	BLD-CNC-20120007	anonymous	
BLD-CNC-21020001	Commercial New Construction Permit								
1989341	72071449	11/24/2021	1524487	$428,670.40	Payment Applied	ENG0470	BLD-CNC-21020001	Debra Johnson	Downtown Fort Lauderdale Civic
BLD-PBA-20090002	Permit by Affidavit								
1983254	71658497	10/22/2021	1296342	$89,623.36	Payment Applied	ENG0470	BLD-PBA-20090002	vtodaro	
BLD-PBA-21020001	Permit by Affidavit								
1983258	72110395	10/22/2021	1553153	$44,764.48	Payment Applied	ENG0470	BLD-PBA-21020001	vtodaro	
BLD-PBA-21020002	Permit by Affidavit								
1983248	71908285	10/22/2021	1433559	$61,869.76	Payment Applied	ENG0470	BLD-PBA-21020002	vtodaro	
ENG0471									
2021									
BLD-RNC-20020014	Residential New Construction Permit								
1978600	71679848	10/01/2021	1317219	$1,888.00	Payment Applied	ENG0471	BLD-RNC-20020014	sunrise12	Durrs Community Association, I
BLD-RNC-20060024	Residential New Construction Permit								
1984230	71701588	10/27/2021	1330635	$1,888.00	Payment Applied	ENG0471	BLD-RNC-20060024	cyclon1963	Historical Dorsey-Riverbend Ci
BLD-RNC-20060026	Residential New Construction Permit								
1986473	71607042	11/09/2021	1273925	$3,776.00	Payment Applied	ENG0471	BLD-RNC-20060026	cyclon1963	Durrs Community Association, I
BLD-RNC-20110002	Residential New Construction Permit								
1980183	72060016	10/08/2021	1518421	$1,888.00	Payment Applied	ENG0471	BLD-RNC-20110002	anonymous	Victoria Park Civic Associatio
BLD-RNC-20110003	Residential New Construction Permit								
1980192	71744491	10/08/2021	1352006	$1,888.00	Payment Applied	ENG0471	BLD-RNC-20110003	anonymous	Victoria Park Civic Associatio
BLD-RNC-20120023	Residential New Construction Permit								
1980188	71799641	10/08/2021	1381719	$1,888.00	Payment Applied	ENG0471	BLD-RNC-20120023	anonymous	Victoria Park Civic Associatio
BLD-RNC-21040005	Residential New Construction Permit								
1984681	72032592	10/29/2021	1506044	$1,888.00	Payment Applied	ENG0471	BLD-RNC-21040005	sergiosklar	Tarpon River Civic Association
BLD-RNC-21040020	Residential New Construction Permit								
1982160	72035815	10/19/2021	1507169	$3,776.00	Payment Applied	ENG0471	BLD-RNC-21040020	thetarponriver	Tarpon River Civic Association
BLD-RNC-21040021	Residential New Construction Permit								
1979813	72036850	10/07/2021	1507581	$3,776.00	Payment Applied	ENG0471	BLD-RNC-21040021	anonymous	Tarpon River Civic Association
BLD-RNC-21050010	Residential New Construction Permit								
1984730	72071655	10/29/2021	1524332	$1,888.00	Payment Applied	ENG0471	BLD-RNC-21050010	Debra Johnson	Birch Park Finger Sts. Associa
BLD-RNC-21070001	Residential New Construction Permit								
1980296	72060155	10/08/2021	1518544	$1,888.00	Payment Applied	ENG0471	BLD-RNC-21070001	Luke Rinkus	Victoria Park Civic Associatio
BLD-RNC-21090014	Residential New Construction Permit								
1986354	72114131	11/08/2021	1554895	$1,888.00	Payment Applied	ENG0471	BLD-RNC-21090014	Djminkin	Poinciana Park Civic Associati
BLD-RNC-21100003	Residential New Construction Permit								
1986901	72099000	11/10/2021	1547101	$3,776.00	Payment Applied	ENG0471	BLD-RNC-21100003	FPMInvestment	Victoria Park Civic Associatio
PM-18112374	Residential New Construction Permit								
1982373	72046178	10/19/2021	1511905	$267.96	Payment Applied	ENG0471	PM-18112374	Theresa Sisto	Sailboat Bend Civic Associatio
ENG0480									
2021									
BLD-CADD-21010002	Commercial Addition Permit								
1987938	71933224	11/16/2021	1447111	$1,285.05	Payment Applied	ENG0480	BLD-CADD-21010002	anonymous	
BLD-CADD-21040001.R001	Plan Revision								
1987272	72089197	11/12/2021	1538744	$4,883.19	Payment Applied	ENG0480	BLD-CADD-21040001.R001	Debra Johnson	Lauderdale Manors Homeowners A
BLD-CNC-20120007	Commercial New Construction Permit								
1982809	72036555	10/21/2021	1507640	$8,540.64	Payment Applied	ENG0480	BLD-CNC-20120007	anonymous	
BLD-CNC-21020001	Commercial New Construction Permit								
1989341	72071450	11/24/2021	1524487	$448,877.85	Payment Applied	ENG0480	BLD-CNC-21020001	Debra Johnson	Downtown Fort Lauderdale Civic
BLD-PBA-20090002	Permit by Affidavit								
1983254	71658498	10/22/2021	1296342	$93,848.19	Payment Applied	ENG0480	BLD-PBA-20090002	vtodaro	
BLD-PBA-21020001	Permit by Affidavit								
1983258	72110396	10/22/2021	1553153	$46,874.67	Payment Applied	ENG0480	BLD-PBA-21020001	vtodaro	
BLD-PBA-21020002	Permit by Affidavit								
1983248	71908286	10/22/2021	1433559	$64,786.29	Payment Applied	ENG0480	BLD-PBA-21020002	vtodaro	
ENG0481									
2021									
BLD-RNC-20020014	Residential New Construction Permit								
1978600	71679849	10/01/2021	1317219	$1,977.00	Payment Applied	ENG0481	BLD-RNC-20020014	sunrise12	Durrs Community Association, I
BLD-RNC-20060024	Residential New Construction Permit								
1984230	71701589	10/27/2021	1330635	$1,977.00	Payment Applied	ENG0481	BLD-RNC-20060024	cyclon1963	Historical Dorsey-Riverbend Ci
BLD-RNC-20060026	Residential New Construction Permit								
1986473	71607043	11/09/2021	1273925	$3,954.00	Payment Applied	ENG0481	BLD-RNC-20060026	cyclon1963	Durrs Community Association, I
BLD-RNC-20110002	Residential New Construction Permit								
1980183	72060017	10/08/2021	1518421	$1,977.00	Payment Applied	ENG0481	BLD-RNC-20110002	anonymous	Victoria Park Civic Associatio
BLD-RNC-20110003	Residential New Construction Permit								
1980192	71744492	10/08/2021	1352006	$1,977.00	Payment Applied	ENG0481	BLD-RNC-20110003	anonymous	Victoria Park Civic Associatio
BLD-RNC-20120023	Residential New Construction Permit								
1980188	71799642	10/08/2021	1381719	$1,977.00	Payment Applied	ENG0481	BLD-RNC-20120023	anonymous	Victoria Park Civic Associatio
BLD-RNC-21040005	Residential New Construction Permit								
1984681	72032593	10/29/2021	1506044	$1,977.00	Payment Applied	ENG0481	BLD-RNC-21040005	sergiosklar	Tarpon River Civic Association
BLD-RNC-21040020	Residential New Construction Permit								
1982160	72035816	10/19/2021	1507169	$3,954.00	Payment Applied	ENG0481	BLD-RNC-21040020	thetarponriver	Tarpon River Civic Association
BLD-RNC-21040021	Residential New Construction Permit								
1979813	72036851	10/07/2021	1507581	$3,954.00	Payment Applied	ENG0481	BLD-RNC-21040021	anonymous	Tarpon River Civic Association
BLD-RNC-21050010	Residential New Construction Permit								
1984730	72071656	10/29/2021	1524332	$1,977.00	Payment Applied	ENG0481	BLD-RNC-21050010	Debra Johnson	Birch Park Finger Sts. Associa
BLD-RNC-21070001	Residential New Construction Permit								
1980296	72060156	10/08/2021	1518544	$1,977.00	Payment Applied	ENG0481	BLD-RNC-21070001	Luke Rinkus	Victoria Park Civic Associatio
BLD-RNC-21090014	Residential New Construction Permit								
1986354	72114132	11/08/2021	1554895	$1,977.00	Payment Applied	ENG0481	BLD-RNC-21090014	Djminkin	Poinciana Park Civic Associati
BLD-RNC-21100003	Residential New Construction Permit								
1986901	72099001	11/10/2021	1547101	$3,954.00	Payment Applied	ENG0481	BLD-RNC-21100003	FPMInvestment	Victoria Park Civic Associatio
PM-18112374	Residential New Construction Permit								
1982373	72046579	10/19/2021	1511905	$500.00	Payment Applied	ENG0481	PM-18112374	Theresa Sisto	Sailboat Bend Civic Associatio