

# City of Fort Lauderdale

*City Hall*  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301  
[www.fortlauderdale.gov](http://www.fortlauderdale.gov)



## Meeting Minutes - APPROVED

**Tuesday, October 7, 2014**

**6:00 PM**

**City Commission Chambers**

## **City Commission Regular Meeting**

***FORT LAUDERDALE CITY COMMISSION***

***JOHN P. "JACK" SEILER Mayor - Commissioner***  
***ROMNEY ROGERS Vice Mayor - Commissioner - District IV***  
***BRUCE G. ROBERTS Commissioner - District I***  
***DEAN J. TRANTALIS Commissioner - District II***  
***BOBBY B. DuBOSE Commissioner - District III***

***LEE R. FELDMAN, City Manager***  
***JOHN HERBST, City Auditor***  
***JONDA K. JOSEPH, City Clerk***  
***CYNTHIA A. EVERETT, City Attorney***

Meeting was called to order at 6:18 p.m. by Mayor Seiler.

## ATTENDANCE ROLL CALL

**Present:** 4 - Mayor John P. "Jack" Seiler, Vice-Mayor Romney Rogers (arrived momentarily), Commissioner Bruce G. Roberts, Commissioner Dean J. Trantalis and Commissioner Bobby B. DuBose

**Also Present:** City Manager Lee R. Feldman, City Auditor John Herbst, City Clerk Jonda K. Joseph, City Attorney Cynthia A. Everett, Sergeant At Arms Sergeant Tom Capano and Sergeant Jerry Williams (10 p.m.)

## Vote Roll Call Order for this Meeting

Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

## Invocation

Pastor Mark Caldwell, First United Methodist Church

## Pledge of Allegiance

Led by Broward County Commissioner Lois Wexler

## Approval of MINUTES and Agenda

No public comments were submitted by email for the October 7, 2014, regular meeting.

### 14-1267 APPROVAL OF MINUTES for August 19, 2014 Regular Meeting

**Motion** made by Commissioner Roberts and seconded by Commissioner Trantalis to approve the noted minutes.

#### APPROVED

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

## PRESENTATIONS

### **PRES-2 14-1273** PROCLAMATION DECLARING THE MONTH OF NOVEMBER, 2014, AS PANCREATIC CANCER AWARENESS MONTH IN THE CITY OF FORT LAUDERDALE

Commissioner Roberts presented the proclamation to Ann Bywaters and Denise Bartle of the Pancreatic Cancer Action Network.

### **PRES-3 14-1191** PROCLAMATION DECLARING THE WEEK OF OCTOBER 6-10,

**2014 AS CUSTOMER SERVICE WEEK IN THE CITY OF FORT LAUDERDALE**

Commissioner Trantalis presented the proclamation to Public Works Business Manager Linda Gee, who introduced several City employees.

**PRES-4 14-1268** PROCLAMATION DECLARING THE WEEK OF OCTOBER 5-11, 2014 AS FIRE PREVENTION WEEK IN THE CITY OF FORT LAUDERDALE

Commissioner DuBose presented the proclamation to Interim Fire Marshal Jeff Lucas and Assistant Fire Marshal Jo-Ann Lorber.

**PRES-1 14-1272** THIRD ANNUAL BEACH TO GLADES CHALLENGE ON OCTOBER 25 - PRESENTATION BY FORT LAUDERDALE STRIKERS

Commissioner Roberts introduced Ricardo Geromel and Madison Stanford, who recognized Tim Robbie, Leo Sarmiento, Stephane Guillaume and "Hotshot," the Strikers mascot.

**CONSENT AGENDA**

Mayor Seiler announced the procedure for consent items.

**Motion** made by Commissioner Roberts and seconded by Commissioner Trantalis that Consent Agenda items CM-3, CM-10, CR-4, CR-6, CR-8 and PUR-3 be deleted from the Consent Agenda and considered separately, and that all remaining Consent Agenda items be approved as recommended.

**APPROVED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**CONSENT MOTION**

**CM-1 14-1162** EVENT AGREEMENTS: 1) Best Roofing's 2nd Annual Trunk or Treat Benefiting the Pantry, 2) Patient and Staff Appreciation and 3) Right Way Ministries Garage Sale

**APPROVED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**CM-2 14-1163** EVENT AGREEMENTS AND RELATED ROAD CLOSINGS: 1) Dillard High School Community Homecoming Parade, 2) Seminole Hard Rock Winterfest Boat Parade, 3) Trick or Treat on SW 2nd Street and 4) Food in Motion: Flagler Village Green Market

**APPROVED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**CM-3 14-1094 BROWARD ADDICTION RECOVERY CENTER SITING - Interlocal Agreement with Broward County**

The City Manager announced there is a substitute agreement that deals with the timing and escrow of the restricted covenant. It is not a substantive change.

Former Broward County School Board member Maureen Dinnen, 622 SW 15 Street, expressed concerns about the proposed location. It is proposed in close proximity to three fragile at-risk student groups. The schools are successful and Fort Lauderdale does not want to lose them. This issue was thoroughly vetted by the School Board, which opposed placing this center near these three fragile student groups.

Continued below.

**CONSENT RESOLUTION**

**CR-6 14-1197 MUSEUM OF DISCOVERY AND SCIENCE TO BE MAINTAINED AS A CULTURAL FACILITY - Restrictive Covenant**

The City Clerk announced this item was revised to a motion.

Mayor Seiler explained this item was accidentally removed from the consent agenda, however, Kim Cavendish, representing the Museum of Discovery and Science, only wanted to express support of the item.

**Motion** made by Commissioner Trantalis and seconded by Commissioner Roberts to approve the item as recommended.

**APPROVED BY MOTION**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**CM-3 14-1094 BROWARD ADDICTION RECOVERY CENTER SITING - Interlocal Agreement with Broward County**

Continued from above.

Cliff Iacino, president of Edgewood Civic Association, spoke in opposition to the item. He felt that the City was hoodwinked by the County Commission. He referenced a letter from Broward Schools Superintendent Robert Runcie, which is included in the record. The letter states that he sees no problem with Broward Addiction Recovery Center (BARC). It does not reflect the School Board's position. BARC does not belong in Sailboat Bend or Edgewood, where there are many at-risk youth. These children became at-risk because they used poor judgment. Adding a fourth at-risk facility in the area is not the proper fit. Within 60 days, the County has to go before the Planning and Zoning Board for rezoning and prove that the facility would not have an adverse impact on adjacent properties. He felt it would have an adverse impact. Mitigation to the site does not solve this. In response to Commissioner Trantalis, he said the City has offered alternate sites, which have been rejected. He pointed out in 2009 the County was willing to sell the property and walk away. He did not know where else it should be situated.

Cheryl Risse, no address provided, said BARC assisted her following an accident in which she lost both legs. BARC saved her life. She advocated for the facility and how it helps people. People need a place to go. Almost every family she knows has been affected by some form of drugs or alcohol. It is an epidemic in Broward County.

Rozen Patterson, resident of Edgewood neighborhood, spoke in opposition to the item. She was not opposed to BARC but rather the proposed location, specifically its proximity to three schools and at-risk children.

Susan Nyamora, executive director of South Florida Wellness Network, said she is a BARC alumnus. She advocated for the facility. It saved her life. People need a place to go. She stressed the importance of working together to remove the stigma of addiction and acknowledging the number of people who have an issue.

Paul Guerrero, resident of Edgewood neighborhood, explained he is not opposed to BARC but rather its location. The bus stop for the current schools in the area is at the entrance to a public park where there are many children participating in sports. He sees drug paraphernalia in the dugouts at the park. It is not up to the residents to find another location. It is between Broward County and the City. It is a terrible fit. There is already a problem and another layer is being proposed to be added.

Rocky Rodriguez, president of Broward County Substance Abuse Advisory Board, said 36 percent of BARC's clients come from Fort Lauderdale. They have operated in a residential neighborhood for many years. Those who come to BARC need help and are turned into productive individuals. He recalled the history of how BARC was conceived and how long this issue has been unresolved. BARC provides hope to those in need and seeking help, not trouble. He urged the Commission to approve the item.

Rolando Salerno, resident of Edgewood neighborhood, said that most of the people in Edgewood understand the need for the center. He questioned why it has to be located in Edgewood. This neighborhood is in need of assistance with maintenance and abandoned properties. Their entrance sign was lost to termites and has not been replaced. He suggested BARC be located in Harbordale or Port Everglades where there are vacant sites. He opposed the notion of placing the facility in an area where it would be dangerous to children in Edgewood and people in need of help.

Broward County Commissioner Lois Wexler read a prepared statement, which is attached to these minutes. She referred to the amendments to the agreement announced earlier and said that they were presented to the County Attorney yesterday morning and were rejected. She believed the process is being violated, but also felt the language could be modified into something workable. Commissioner Trantalis questioned how to reconcile Wexler's contention that the center will act in synergy with the adjacent institutions mentioned this evening and the contention from other speakers tonight that it will have an adverse impact. Wexler noted she did not use the word "synergy"; it was used by the Superintendent. She felt there could be partnerships and positive opportunities with young people in showing them how the people at the center improve their lives. There could be mentoring. She pointed out that they are not children, but rather young adults.

Mayor Seiler pointed out that the amendment simply requires that the restrictive covenant be held in escrow. If not held in escrow, it would cause doubt that the County would honor the agreement. Assistant County Attorney Rene Harrod said there already is a requirement that the County not use the property as a social service facility or social service residential facility and that the County not convey the property unless the restrictive covenant is first recorded or it is rezoned. The escrow requirement is really only duct tape. It requires that the escrow be held by a third party selected by the City. There are no terms provided.

The City has the right to record it upon issuance of the final approval of the new application. She went on to delineate two problems with this. Mayor Seiler explained it is another layer of protection. He suggested "issuance" be changed to upon resolution of the final approval which he felt would include any appellate period. This was agreed upon in a session. He was troubled that the County does not want to put it in escrow because they may not honor it. Harrod explained the problem is with the pre-conditions not the escrow. The language as proposed fails legally. It does not include the amendment time period and it removes the second condition precedent. Dialogue ensued between Mayor Seiler and Harrod as to when the revision was provided to the County Attorney and that no comments were made until this evening. Mayor Seiler supported the item because of the site layout but reiterated his concerns that the County does not want to escrow the agreement that puts the deed restriction in place. Harrod said the escrow is not an issue but she is not comfortable with the language. Vice-Mayor Rogers pointed out that the County chooses whether to go forward with the Nancy J. Cotterman Sexual Assault Treatment Center (NJCC). The County could pull a building permit and start building the center; there would be no restrictive covenant. Harrod agreed that the NJCC application has to be filed within one year to trigger this requirement, otherwise it is not a pre-condition. Vice-Mayor Rogers concluded it should be in escrow in order to ensure the restrictive covenant is recorded. Mayor Seiler believed the City would have to file a declaratory action in order to get it recorded if the County does not honor the agreement. Harrod pointed out if the County chooses not to proceed with NJCC, it must record the restrictive covenant within one year. The County would agree to the escrow with proper language. In response to Mayor Seiler, Harrod indicated that they responded yesterday evening and said they could not agree to these last minute suggestions.

Wexler wanted to make the agreement work tonight. The City Attorney said she would be happy to continue discussions and find a way to accommodate both parties. The issue is about the NJCC application. If it is dependent on that application going through, the time frame is extended. Vice-Mayor Rogers and Mayor Seiler pointed out that four members of the City Commission will no longer be serving on the Commission in five years.

Harrod agreed to discuss her concerns with Assistant City Attorney Solomon while other questions of the Commission are answered.

Wexler confirmed for Vice-Mayor Rogers that the County Administrator got the previously mentioned letter from Superintendent Runcie. Vice-Mayor Rogers noted that the Superintendent apologized and said someone urged him to sign it when he was new to the job and did not know anything about these issues. Wexler said the Superintendent said the opposite to her with names. She was willing to discuss it further privately as to who was involved. She offered to have the current School Board adopt a resolution rescinding that resolution but pointed out that 2009 was a long time ago. She conceded that the School Board objected to the location, but there is only one member currently in place who voted on that 2009 resolution.

Vice-Mayor Rogers pointed out that the center is a walk-up voluntary detox facility where people are free to come and go. Wexler agreed, but she did not know any specifics. He supported the center but did not believe it should be located next to 2,000 students and a park. He was very concerned about it.

Jeff Barrett, Broward County Addiction Advisory Board member, said he created the first mental health halfway house for people being deinstitutionalized from a state hospital in 1973. A mental health facility opened in his nice, upscale neighborhood. It was an enhancement and one would know it exists. This building will be beautiful with a well-run program and a spotless history with the City. It will be an enhancement to the neighborhood. When a city makes a visible commitment to the health and welfare of its people, it gives people hope for greater well-being. A facility needs to be in an area where there is access. Having this type of facility in an area with schools will provide those youth with a lesson that there

is hope and opportunity for recovery. He hoped the Commission would promote those kinds of values. Vice-Mayor Rogers pointed out that BARC and 14 other substance abuse facilities exist currently in Fort Lauderdale. Barrett noted that a large percentage of people served by BARC are from Fort Lauderdale. There are satellites in other parts of the county.

Continued on Page 14.

**CM-4 14-1196** ACCEPTANCE OF GRANT FUNDS - \$30,000 - RE-ENGAGE FOR GOOD CITY CHALLENGE GRANT - Volunteer Services Network Project - Community Foundation of Broward Inc.

**APPROVED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**CM-5 14-1167** ACCEPTANCE OF GRANT FUNDS - additional \$55,485 - ASSISTANCE TO FIREFIGHTERS GRANT - United States Department of Homeland Security and Federal Emergency Management Agency (FEMA)

**APPROVED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**CM-6 14-1148** ACCEPTANCE OF GRANT FUNDS - \$150,000 - CANAL MAINTENANCE DREDGING IN LAUDERDALE ISLES - Florida Department of Environmental Protection

**APPROVED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**CM-7 14-1140** CONTRACT RENEWALS - JANUARY, FEBRUARY, MARCH 2015

**APPROVED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**CM-8 14-1238** WEST YARD PARTNERS, LLC, ET AL v CITY SETTLEMENT AGREEMENT AND RELEASE (Case 0:14-cv-60974-WJZ) - Lauderdale Marine Center

**APPROVED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**CM-9 14-1112** SETTLEMENT OF WORKERS' COMPENSATION CLAIMS WC-11-14719; WC-13-15096; and WC-13-15261 (Gerard Tanelus) -

\$22,500

**APPROVED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**CM-10 14-1161            SETTLEMENT OF WORKERS' COMPENSATION CLAIM**  
**WC-01-10678 (M. Diane Marshall) - \$470,000**

Charles King, 105 North Victoria Park Road, wanted more information on this item. He thought it seems like a lot of money. The City Manager advised this is a workers' compensation claim. Mayor Seiler added that the person was injured on the job and negotiations were conducted until they arrived at this figure. The City Manager advised that federal law prohibits disclosing the nature of the injury.

**Motion** made by Commissioner Roberts and seconded by Vice-Mayor Rogers to approve the item as recommended.

**APPROVED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**CM-11 14-1207            SETTLEMENT OF GENERAL LIABILITY CLAIM GL 13-757C**  
**(Philomena Dibisceglie) - \$30,000**

**APPROVED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**CM-12 14-1203            PURCHASE PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES**  
**LIABILITY INSURANCE - \$161,396**

**APPROVED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**CM-13 14-1204            PROPERTY INSURANCE - use of the negotiation method to obtain**  
**property insurance premium quote**

**APPROVED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**CM-14 14-1205            STOP-LOSS INSURANCE - use of the negotiation method to obtain**  
**premium quote**

**APPROVED**



**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

- CM-15 14-1189** AMENDMENT 4 TO FREQUENCY RECONFIGURATION AGREEMENT - PUBLIC SAFETY 800 MHz RADIO COMMUNICATIONS - Nextel South Corp. - accepting \$41,156.50 reimbursement for additional cost of change

**APPROVED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

- CM-16 14-1160** USE OF DOCKAGE AS LAS OLAS MARINA - 2014 FORT LAUDERDALE INTERNATIONAL BOAT SHOW - Agreement with Yachting Promotions, Inc. and Marine Industries Association of South Florida, Inc. - October 29, 2014 through November 4, 2014

**APPROVED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

- CM-17 14-1177** TORTUGA ROCK THE OCEAN MUSIC FESTIVAL - Second Extension to Agreement with TMF2013, LLC - April 11 - 12, 2015.

**APPROVED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

- CM-18 14-1277** TWO-MONTH SCHOOL RESOURCE OFFICER AGREEMENT RETROACTIVE TO AUGUST 18, 2014 THROUGH SEPTEMBER 30, 2014 AND ONE-YEAR RENEWAL OF SCHOOL RESOURCE OFFICER AGREEMENT OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015 - School Board of Broward County

**APPROVED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

- CM-19 14-1213** RESULTS OF APRIL 14, 2014 RECYCLING COMPOSITION STUDY PERFORMED KESSLER CONSULTING INC. AND FIRST AMENDMENT TO CORRECTIVE AGREEMENT FOR RECYCLABLES PROCESSING

**APPROVED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

- CM-20 14-1236** SEGMENT II SHORE PROTECTION PROJECT - Temporary

Construction Easement Agreement - Broward County - between  
Flamingo Avenue and Terramar Street

**APPROVED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**CM-21 14-0859** REVOCABLE LICENSE AGREEMENT AND ANCILLARY  
AGREEMENT - LANDSCAPE, PAVERS AND IRRIGATION  
IMPROVEMENTS FOR ANDREWS AVENUE - Broward County and  
TRG New River II, LTD.

**APPROVED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**PURCHASING AGENDA**

**PUR-1 14-0872** AGREEMENT FOR CREDIT CARD SERVICES - \$100,000 with  
American Express Travel Related Services Company, Inc.

**APPROVED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**PUR-2 14-1078** AWARD SOUTH ANDREWS AVENUE AND SE 17th STREET  
LARGE WATER MAIN REPLACEMENT PROJECT - \$408,869.50 to  
Southern Underground Industries Inc.

**APPROVED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**PUR-3 14-1126** PURCHASE SELF-CONTAINED BREATHING APPARATUS AND  
ASSOCIATED EQUIPMENT - \$1,269,476.35 - Fisher Scientific  
Company, L.L.C.

The City Clerk announced the amount was revised to \$1,238,476.35.

Finance Director Kirk Buffington provided information to Mayor Seiler, which is attached to these minutes.

Robert Soto, representing Municipal Emergency Services (MES), said MES submitted a quote to the Purchasing Division. The thought was to do a piggyback purchase off a contract. MES submitted three contracts. There is a discrepancy as to whether additional discounts could be offered on the contracts submitted by MES. He has documentation that states it is permissible. The discounts are significant and based on special promotions and discounts by the manufacturer.

The City Manager explained that the City is piggybacking off an Orange County contract. He later

explained also why the City did not use the federal GSA contract. The City's position is that the product and price must be identical to the contract on which they are piggybacking. The City has good experience with the proposed vendor in terms of delivery time. There are concerns that the equipment be secured quickly.

\Buffington advised that he spoke with Soto about the City's policy and that staff selected a vendor based on a recommendation from the Fire-Rescue Chief that it was the best value and in the best interest of the City. And further, he was informed that the City did not intend to ask for additional quotes. MES chose to submit two quotes that vary in price and what is being quoted. Soto said the product, specifications and item numbers are identical to what the City is purchasing. The adjustment in quantities was made because the City is already receiving 155 regulators so there is no need to purchase them. With that adjustment, MES submitted a second quote. The savings is greater than \$60,000.

Buffington provided the quotes made on September 22 and 26, and noted the quantities are the same. Soto stood corrected, but indicated that MES pointed out the differential. He advised that they received special pricing from the manufacturer which allows for a discounted figure on the Lake County contract. The City Manager explained the City does not recognize piggybacking when the price is different from that of the contract on which they are piggybacking. Soto noted that Section 132 of the Lake County contract allows vendors to offer additional pricing as long as it is not lower than the minimum required discount. The City Manager said that the pricing needs to be identical to the contract. Jeff Benker, also representing MES, said the contract allows the distributor to give a deeper discount that can be negotiated with the Fire-Rescue Department. Buffington responded to Commissioner DuBose, indicating the bid protest ordinance is specific to bids, but this was piggybacking and there was no bid. MES bid under the Orange County contract but was not awarded under it. Only Fisher was awarded under the Orange County contract which the City received on September 22. It was pointed out by the Mayor that Fisher was about \$118,000 lower than MES' original submittal. In response to Mayor Seiler, Soto explained they have to give the manufacturer a reason for requesting an additional discount and that is why it was submitted originally. MES is the largest vendor of self-contained breathing apparatus (SCBA) in the country. As to the price increase on the SCBA item observed by Mayor Seiler, he believed there was a regulator misrepresented. They have been working with the City for almost a year, but were not notified that this was not going out for solicitation. To the contrary every indication was that there would be an RFP. MES currently provides service and flow testing on the City's existing air packs. After further discussion on the piggyback process, the City Manager said there is a legal impediment to accepting a lower price but he deferred to the City Attorney. Soto said his understanding is that the City was presented a bid tabulation that showed Fisher was offering a 28.1 percent discount while MES was offering 26 percent on the Orange County contract. Because MES was not awarded that contract, it is a non-inherent bid. MES is not bound by it and could offer any percentage discount. This is the reason MES was not asked for a quote. MES has spoken with procurement specialists across the state and has been told it is not a valid process. The Lake County contract is used all over the state. In November of 2013 he provided information on the GPO national contract.

Vice-Mayor Rogers felt if there is no legal impediment, the City should work through this to get the lower pricing.

The item was deferred awaiting a response from the City Attorney. Continued on Page 19.

**PUR-4 14-1139**

ONE-YEAR CONTRACT FOR COMPOUND AND FIRE SERVICE  
WATER METERS - estimated annual amount of \$138,663 - HD  
Supply Waterworks, LTD - authorize City Manager to approve three,  
one-year renewal options, contingent upon appropriation of funds

**APPROVED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**PUR-5 14-1143** PROPRIETARY PURCHASE OF WATER METER SHUT-OFF SERVICES - estimated annual amount of \$48,000 - Bermex, Inc.

**APPROVED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**PUR-6 14-1195** ONE-YEAR CONTRACT EXTENSIONS FOR STATE LEGISLATIVE LOBBYIST SERVICES - \$80,000 (total) - Ericks Consultants, Inc. (\$40,000) and Ronald L. Book, P.A. (\$40,000) and Adams St. Advocates LLC (subcontractor of Ericks Consultants, Inc.) - retroactive to October 1, 2014

**APPROVED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**CONSENT RESOLUTION**

**CR-1 14-1220** ADMINISTRATIVE APPEAL OF FEMA'S DEOBLIGATION OF DISASTER ASSISTANCE FOR COSTS TO REMOVE DEBRIS IN WAKE OF HURRICANES KATRINA AND WILMA - increasing fees and costs authorized to be paid to special counsel Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.

**ADOPTED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**CR-2 14-1266** SPECIAL COUNSEL FOR TOXIC TORT MATTERS ASSERTED IN LINCOLN PARK - DURRS LITIGATION AND RELATED TO LINCOLN PARK SITE AND ENVIRONMENTAL ISSUES - amending Resolution 10-223 to provide compensation for paralegals and to establish new hourly rates - Troutman Sanders LLP

**REMOVED FROM AGENDA**

**CR-3 14-0962** CONSOLIDATED BUDGET AMENDMENT TO FISCAL YEAR 2015 BUDGET – APPROPRIATION

**ADOPTED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**CR-4 14-1021****NAMING DEPARTMENT OF SUSTAINABLE DEVELOPMENT  
BUILDING THE GREG BREWTON SUSTAINABLE DEVELOPMENT  
CENTER - 700 NW 19 Avenue**

Charles King, 105 North Victoria Park Road, felt this is terrible judgment to name a building after a living person. He suggested former Commissioner Carlton Moore in the alternative.

West Palm Beach Commissioner Brian Johnson, representing the Minority Builders Coalition, applauded the City on this item. There are many who deserve recognition including Carlton Moore and Greg Brewton.

Donna Guthrie, president of Melrose Park Association, spoke in opposition to the item. City guidelines state that a facility should not be named after a living person. She appreciated Brewton's 30 years of service but felt it should be named after Carlton Moore.

In response to Commissioner Trantalis, Mayor Seiler advised that there is no restriction for naming public buildings, only with respect to parks. The City Attorney clarified the guidelines cover parks and facilities.

Jana Gray Williams, 3011 NW 21 Street, supported the item and wanted to know if naming the building after a living person is allowable. This will give African-American youth an African-American male role model and mentor.

There was no one else wishing to speak.

Returning to Commissioner Trantalis' question, the City Manager advised there are guidelines that apply to roads and guidelines that deal with parks and facilities. It is clear when reading the policy that it is addressing park facilities. There is a process in the guidelines for an entity other than the City, but completely silent when the City wishes to name something and silent as to buildings other than park facilities. Commissioner Trantalis had no problem naming the building after Greg Brewton but was bothered that there is no set of guidelines to ensure consistency. Commissioner DuBose noted that the Commission sets policy. Concerning references to Carlton Moore, there is no question that the City is thankful for Carlton Moore's contributions. He has spoken to the Moore family about recognition and they would prefer a school as opposed to this particular building. It is not Carlton versus Greg; they are two great men. It is unfortunate Carlton Moore was not recognized while he was living. He went on to speak about the can-do attitude of Greg Brewton. Moreover there are other living individuals that have been acknowledged.

Mayor Seiler commented on Brewton's accomplishments. This is not about Carlton Moore. Vice-Mayor Rogers also commented on Brewton's can-do attitude in helping citizens.

**Motion** made by Commissioner DuBose and seconded by Commissioner Trantalis to approve the item as recommended.

**ADOPTED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**CR-5 14-1194****DOWNTOWN DEVELOPMENT AUTHORITY - LEVY OF AD  
VALOREM TAXES - FISCAL YEAR 2015**

**ADOPTED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

- CR-7 14-1102** DESIGN WATER MAIN AT BROWARD BOULEVARD BRIDGE OVER NORTH FORK OF NEW RIVER CANAL - \$98,787.52 - Locally Funded Agreement with Florida Department of Transportation

**ADOPTED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

- CR-9 14-1014** COMMUNITY BUS SERVICES - Interlocal Agreement with Broward County authorize City Manager to execute on behalf of City - retroactive to October 1, 2014 and base term of three years ending September 30, 2014 with two, one-year extension options

**ADOPTED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

- CR-10 14-1071** COMMUNITY BUS SERVICES - Interlocal Agreement with Broward County for lease of a vehicle and authorize City Manager to execute on behalf of City - retroactive to October 1, 2014 and base term of three years ending September 30, 2017 with two, one-year extension options

**ADOPTED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**CONSENT MOTION**

- CM-3 14-1094** BROWARD ADDICTION RECOVERY CENTER SITING - Interlocal Agreement with Broward County

Continued from Page 7.

Assistant City Attorney Lynn Solomon advised that most of the changes occur in Paragraph 2-3. It is agreed the NJCC application must be filed within one year of this agreement's execution. It will be tied to execution of the restrictive covenant. The County has one year to file necessary permits. At Mayor Seiler's request, Solomon agreed to provide a written version of the revised agreement for the Commission to review.

Continued on Page 17.

- WALK ON 14-033** WALK-ON MOTION – CITY COMMISSION REQUEST FOR REVIEW – AQUABLU SITE PLAN LEVEL III DEVELOPMENT PERMIT – 920

## INTRACOASTAL DRIVE – CASE R14033

Mayor Seiler reviewed the process for setting a de novo hearing. Commissioner Roberts indicated he is requesting a hearing be held on October 21, 2014.

Diana Marchand, Corinthian Condominium, 936 Intracoastal Drive, asked the Commission to review this project keeping in mind their action will set a precedent for all future construction on Intracoastal Drive.

Paul McGee, 801 Middle River Drive, supported a public hearing be held on this matter. This development should be considered with regard to a development pattern that is now underway, specifically height restrictions.

Jack Almeleh, Corinthian Condominium, 936 Intracoastal Drive, read a prepared statement. He expressed concerns about constructing a massively tall building on a small plot of land. The community has expressed concerns to the developer about high ceilings. The community supports reasonable development in harmony with the surrounding properties.

Ralph Meola, Corinthian Condominium, 936 Intracoastal Drive, supported an appropriate sized building. The Commission should determine if the proposal is too large for the site. He asked that a hearing be set for this matter.

Ralph Campanella, Corinthian Condominium, 936 Intracoastal Drive, thanked the Commission for considering the item.

Attorney W. Tucker Gibbs of W. Tucker Gibbs, P.A., representing Corinthian Condominium Association, reviewed the City's call-up process. The issue revolves around height, setbacks and shadow. Intracoastal Drive has an interesting character with low-intensity, small-scale development comingled with large development. It creates a unique area that needs to be protected. Setbacks are a product of height; the taller the building, the larger the setback and site. Section 47-538 of the Unified Land Development Regulations says that setbacks must be one-half the height of the building. In this case, the developer is requesting the minimum setback which is a concern. In order to get approval of a setback modification, the shadow from the building cannot extend beyond 50 percent of the adjacent public waterway. A shadow study is necessary. He supported the call-up and public hearing on October 21.

Commissioner Trantalis questioned how the City could reconcile that the Corinthian is too tall and too wide, having been built in such a way as to minimize setbacks. He asked if the Corinthian sets the standard for neighborhood compatibility. Gibbs conceded that the Corinthian is the largest building in the neighborhood but it is one of two or three large buildings on the waterway. There is a mix of large- and small-scale development in this area. The Corinthian was built in 1974 to 1975 when the code was different. The current regulations are likely because of the Corinthian. It is irrelevant what the Corinthian is.

Art Seitz, 1905 North Atlantic Boulevard, supported holding a hearing on this matter. He was concerned about building height and canyon effect.

Dan Lindblade, representing Greater Fort Lauderdale Chamber of Commerce, said he is also a resident of District I. The Chamber supports the project and does not see a need for a hearing. It was approved by the Planning and Zoning Board and has met all requirements. With the mass transit systems and infill redevelopment, it will be critical to build up and have more density in general. Mayor Seiler pointed out that the Commission has promoted density in the downtown and certain other areas such as uptown but not in residential areas around Sunrise and Oakland boulevards. A workshop on this is scheduled for

January 21, 2015. Commissioner Roberts added that the Commission is seeking to protect neighborhood integrity of neighborhoods outside the downtown corridor. Transportation infrastructure is not designated to extend to Commercial, Oakland Park and Sunrise boulevards or North Federal Highway. Lindblade felt that a discussion outside of this issue would be critical for the future in land use planning. There has to be some certainty on the part of developers and property owners in knowing what is going to happen. Mayor Seiler explained that is the reason for the workshop in January. A balance has to be maintained. Commissioner Roberts felt this Commission is development friendly but has reached a tipping point where it must determine how to protect neighborhoods. Commissioner Trantalis felt the tipping point was reached a bit ago when he argued against certain projects outside the city core that were approved. He supports establishing criteria for development because it has been inconsistent. He believed the Commission has reached a watershed moment in recognizing the City does not have complete infrastructure to support so much new development.

Dennis Eisenger, principal for Aquablu Las Olas LLC, read the criteria for establishing a de novo hearing. Aquablu has addressed comments from staff, the Development Review Committee and the Historic Preservation Board. They have conducted public outreach and believed they had met the Corinthian's requested changes. They do not believe any concessions had to be made after concluding the Planning and Zoning Board process as the project is in accordance with zoning and their proposal is much less dense than the Corinthian and other buildings in the area. Yet, they decided to eliminate two floors so that the building would be the same height as the Corinthian. He compared the proposed building's statistics to the Corinthian. The Corinthian is 24 floors, 201 feet in height and 155 units. Aquablu will be 18 floors, 201 feet in height and 41 units.

Attorney Stephen Tilbrook of Gray Robinson, P.A., representing Aquablu Las Olas LLC, questioned the process of calling a new hearing after approval by the Planning and Zoning Board in a valid quasi-judicial process. No evidence or sworn testimony has been entered today. He will be submitting a memorandum as to this being inconsistent with quasi-judicial procedures and it is a violation of due process. This is a well-designed project. The Planning and Zoning Board determined it was consistent with the neighborhood as to compatibility and it is the type of project desired in the City. He encouraged the Commission to not hold another hearing and compromise the quasi-judicial process.

Tilbrook responded to Mayor Seiler, advising that the Planning and Zoning Board voted 5-3 in favor. Aquablu agreed to reduce the height by 26 feet because of concerns expressed by the community and Board members. There was a perception that one building should not be taller than its neighbor. If another hearing is set, their application would be for a building of 226 feet. A compromise will have to be re-hashed. A shadow study was conducted. There is a staff recommendation and Planning and Zoning Board decision that the project complies with the code.

John Weaver, president of Central Beach Alliance, said anytime there is a precedent-setting development in any area, the Commission should review it.

There was no one else wishing to speak.

Commissioner Roberts believed the proposal meets the criteria for a call-up because the impact of the development is incompatible with the neighborhood. While it is a nice-looking building, it may not belong in this location. There has been pushback from the Corinthian Condominium and Sunrise Intracoastal neighborhood. He was not sure appropriate neighborhood outreach was conducted. He is requesting a hearing be set on October 21. He did not believe the surrounding neighborhoods are protected.

In response to Commissioner Trantalis, the City Attorney explained the Commission will determine tonight whether to hold a hearing based on information presented. Tilbrook explained that this project is



the product of a quasi-judicial process, which starts at the submission of the application. It includes the application of law as it relates to the project, the taking of testimony and a decision by a qualified board based on competent substantial evidence. That decision was made by the Planning and Zoning Board. Now there is a request to change the quasi-judicial determination outside of a quasi-judicial hearing and not based on submitted evidence. The decision was being made outside a quasi-judicial hearing, not based on evidence or testimony. There was no notice of this hearing. He believed the process is compromised. The City Attorney explained that there is no overturning of a decision tonight because there is no hearing being held tonight. Vice-Mayor Rogers understood in order to have another hearing, any member of the Commission may call up a matter. There are two questions: does the approval meet criteria in the Unified Land Development Regulations and is there negative impact on the neighborhood. The City Attorney concurred. He understood that Commissioner Roberts believes there could be such an impact. He will defer to the district commissioner's judgment. The City Attorney confirmed that the Commission is on firm legal footing; the process is not being changed.

**Motion** made by Commissioner Roberts and seconded by Commissioner Trantalis to set a review for October 21, 2014.

#### **DE NOVO HEARING SET FOR OCTOBER 21, 2014**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

### **CONSENT MOTION**

**CM-3 14-1094**      **BROWARD ADDICTION RECOVERY CENTER SITING - Interlocal Agreement with Broward County**

Continued from Page 14.

Assistant City Attorney Solomon provided the revised agreement that was made a part of the record. Mayor Seiler explained that the only changes to the agreement were made to Paragraph 2.3. A restrictive covenant would be simultaneously executed with the execution of the agreement. He read the revised draft agreement.

Vice-Mayor Rogers pointed out that over a three-year period there have been some 120 arrests annually within 1,500 feet of the center (BARC), more than half of which involved narcotics. He believed it could be problematic in close proximity to a neighborhood with 2,000 youth. There is a disbursement concern of 1,500 feet from a nursery. There are 243 students across the street in a facility for unwed mothers and their babies. There is also a very active park in the area. He believed the community needs BARC but not in this location. He felt referrals should be required so that clients are escorted. The issues have to do with walk-ups being allowed. There are 14 other substance abuse facilities in the city. As to this location, he pointed out that at one time the County was going to sell this property. Commissioner Trantalis was troubled by Vice-Mayor Rogers' comments. He wanted to improve the BARC facility. The County has chosen this location. He did not know walk-ups were permitted.

BARC Director Paul Faulk said that he has been employed at the center since 2009 and no arrests have been made during that period of time. The arrests within 1,500 feet mentioned by Vice-Mayor Rogers are not BARC clients. BARC has not received complaints from the schools, homes or nursing homes in the area. He described the detox intake system for Mayor Seiler, mentioning this program is open 24/7. In further response to the Commission's questions, he advised that about 60 percent of clients are referred by the court system. They are not accompanied. Although their program is voluntary, individuals who

were court ordered have terms to follow and if those terms are broken, there would be a warrant for their arrest. The entire detox program is one year. Non-residential day treatment, which is proposed at this facility, is open five days a week and clients come four times a week for half a day during the day. If an individual does not meet BARC criteria for a higher level of care, they are referred to an outpatient program which is located at the Edgar P. Mills Center on Sunrise Boulevard and 31 Avenue. All individuals are offered some level of care after an assessment. If they do not meet the threshold for a higher level of care, they are referred to the Mills Center for an outpatient program. Everyone is offered some type of care depending on what criteria they meet. The proposed center is designed to accommodate clients inside the building during breaks. Clients receive an orientation and are told not to hang around in the area.

In response to Vice-Mayor Rogers, Faulk advised that 50 beds are proposed for the new center, all meant for detox. The current waiting list is between 40 and 50. This level changed with the pill mill situation. At Commissioner DuBose's request, Faulk elaborated on the volume including the number of drug related deaths. Mental illness is tied to the challenges with alcohol and drug problems. The proposal is to bring the center up to 21<sup>st</sup> century medicine. In response to Mayor Seiler, Faulk advised that the center has 24-hour security detail. He believed there would be three Broward County security officers on-site daily and two in the evening.

Mayor Seiler said this center is currently in Fort Lauderdale and provides services to a large population of Fort Lauderdale residents. Because of issues with referrals, it needs to be near the courthouse. The Commission wanted the courthouse and new expanded courthouse to be in Fort Lauderdale. It has to do with being in downtown Broward County. He felt the area is more industrial than residential. There has been a long negotiation period and a lot of give and take and compromise to be certain any single neighborhood or location is overwhelmed. BARC is a successful and necessary program. With the protections and requirements put in place, he did not believe there would be an impact on the neighborhood. Commissioner DuBose emphasized that the center already exists at this location. If this is not approved, the center will not be moved. The entrance has been turned away from the schools. He was pleased a compromise was reached for a facility that is greatly needed and improvements to the center could be made.

Vice-Mayor Rogers understood that in order to adhere to LEED certification requirements, the entrance cannot be on 3 Avenue. Commissioner DuBose said he was unaware of that change. Mayor Seiler indicated that the City agreed to the east, however, Vice-Mayor Rogers said the site plan does not show the entrance on 3 Avenue (Exhibit 2). Architect Charles Michelson of Saltz Michelson Architects Inc., said the building has been moved toward the east side of the site. The vacant acre of land is now the west side of the site and is closest to the school. Having the access from 3 Avenue, there are site plan considerations including safe ingress and egress of vehicles and emergency vehicles. The long face of the building faces north/south and the entrance is on 28 Street facing south approximately mid-block. There are entrances on all sides of the building. Mayor Seiler advised that the County agreed to place the entrance on the east side. Michelson said they met with City staff and concluded that an entry door on 3 Avenue does not make design sense. Vice-Mayor Rogers questioned the number of parking spaces. Michelson said the number is based on statistical information as well as the current site and the Mills Center. In response to Commissioner DuBose, Michelson advised that there is no access from the west which is the side that faces the school and has a buffer of the vacant acre of land. Both Mayor Seiler and Commissioner Roberts suggested moving the parking to the other side. Michelson explained that participants in the program would be parking on the easternmost portion of the site and walking to the entrance. The intent is getting people to the eastern part of the site. Vice-Mayor Rogers pointed out that the neighborhood wanted the major entrances on 27th. Michelson indicated that motorists entering the site would then not be able to make a left turn because of the median. Discussion ensued on this point. Mayor Seiler reiterated that the County and City agreed that the entrance would be on 3 Avenue, and the

site plan now shows two entrances on 28 Street. It appears this could be accomplished with moving parking spaces. Michelson further explained that one entrance is closest to 3 Avenue and the other two are exits only. There is also off-street parallel parking for overflow from the industrial area that now parks on the swale. Broward County Construction Manager Jeff Thompson advised that the parallel parking spaces were added after a discussion among the two staffs and is not reflected in the backup provided for this item. Michelson advised that the westernmost 28 Street and 27 Street access points are exit-only with gates closing after each vehicle. The goal was to move them as far east as possible and maintain a safe distance to the corner and allow for emergency vehicle access. The only entrance is on the southeast which is gated in the evening. There is a gated pedestrian entrance on 28 Street which is about 275 to 300 feet from 4 Avenue. Mayor Seiler concluded with those points being exit-only and the gates, it meets the spirit of the negotiated agreement.

The City Manager explained there are still a series of steps outlined in the agreement. Zoning Administrator Anthony Fajardo advised that this would fall under Site Plan Level III conditional use approval. There is also a subsequent rezoning. The City Manager advised that the site plan would be presented to the Planning and Zoning Board and subject to call-up by the Commission. Mayor Seiler emphasized that the Commission would like the southeast corner to be used for public access.

**Motion** made by Commissioner Trantalis and seconded by Commissioner Roberts to approve the item as amended. (See discussion above and revised Paragraph 2.3 of the Agreement attached to these minutes.)

**APPROVED AS AMENDED**

**Aye:** 4 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**Nay:** 1 – Vice-Mayor Rogers

**PURCHASING AGENDA**

**PUR-3 14-1126** PURCHASE SELF-CONTAINED BREATHING APPARATUS AND ASSOCIATED EQUIPMENT - \$1,269,476.35 - Fisher Scientific Company, L.L.C.

Continued from Page 11.

Senior Assistant City Attorney Paul Bangel said there is case law originating in Sarasota County dictating that another entity's contract cannot be used as the basis to begin negotiations. This case was construing Sarasota County's piggybacking ordinance that contemplated a competitive process. Doing anything that would deviate from a contract that has already been bid would affect the integrity of the bidding process. He recommended against using the Lake County contract at any price other than what was bid for that Lake County contract. The City Manager explained that MES disagrees with the staff's position on identical terms and pricing. Commissioner Trantalis pointed out there is no negotiating, MES is simply offering it. The bidding process concept is to secure the maximum benefit for the least cost. Therefore he questioned that this would be violating the spirit or letter of the law. The City Attorney pointed out that the ordinance allows the City to piggyback on a contract that was competitively bid. The competitive process for the Lake County contract resulted in a rate higher than Orange County. The City's ordinance requires what was competitively bid. Vice-Mayor Rogers pointed out there is only one manufacturer. The City is able to get a better deal because the manufacturer offered to discount the price for one of the distributors. It is nonsensical for the City not to be able to take advantage of the savings.

Mayor Seiler suggested bidding this with the goal of getting the savings. The City Manager indicated that would be possible.

Brett Ortengren, representing Fisher Scientific Company, commented that Fisher has worked with the Fire Department since the inception of the grant program. The Fire Department raised timeline constraints to them and asked if there were any existing contracts that could be used. Fisher is also on the Lake County contract, which is participatory. The Fire Department specifically asked for contracts that were bid and awarded, not participatory. Those were Orange County and the State of Florida. Because of the time sensitivity, Fisher opted to quote the Orange County contract because it has specific deliverables written into it. If they had known it would be a competitive process, they would not have indicated a price to the City because it put them at a disadvantage. When MES found out the Fisher quote, they lowered their price.

Mayor Seiler was concerned that staff appears to have selected Fisher Scientific as the sole source of this product. Ortengren explained that there are certain deliverables required. For example, the incident management system will require a lot of integration into the City's operational systems. Fisher has been successful with the process in Fort Lauderdale in the past. Mayor Seiler did not think this is fair. The City Manager explained that if the City is going to piggyback, the code requires it be a competitively bid contract, which is the case with Orange County. Lake County and Osceola County contracts are not competitively bid. MES representatives noted they have several competitively bid contracts in the state. The City Manager emphasized Fort Lauderdale's rules must be followed, not Lake County. The City Manager asked MES' required delivery time contained in the contract for Lake County or Osceola County. Soto advised three weeks. Fire Chief Robert Hoecherl said the Lake County contract dictates a 45- to 60-day delivery time. The City Manager believed there is no mandatory time specified in the contract. Both distributors had the opportunity to present a contract with the needed pricing and delivery time. Soto advised that MES was initially told that a request for proposals (RFP) would be issued and then advised by Procurement Division staff Richard Ewell that it would be a purchase from the Orange County contract. MES was not given an opportunity to submit a quote. Vice-Mayor Rogers suggested bidding this.

Commissioner Roberts asked about the time constraints. Chief Hoecherl explained some equipment will become outdated in January 2015 and cannot be used after January. The new product needs to be available, training conducted and installed on the apparatus by February 1. The current equipment is 15 years old and unreliable.

Mayor Seiler suggested a last and final offer from both distributors with a 21-day delivery maximum. The City Auditor said even though the purchase would be from an existing contract, he has questioned the transparency of staff determining which contract it will piggyback. Nevertheless, it is a competitively bid contract. He agrees with the Mayor's philosophical perspective. He shares the City Attorney's concern. Commissioner Roberts supported rejecting the quotes and starting over. Chief Hoecherl explained the biggest concern is liability because the equipment has reached its useful life expectancy. It is unreliable. Staff is trying to get the equipment as quickly as possible. There is a deadline associated with the grant also to consider.

It was noted that MES and Fisher are the only two distributors of this product in Florida. The City Manager believed there is agreement on the product as to quantities and so forth. He suggested such a list be circulated to MES and Fisher tomorrow and allow each vendor five workdays to respond in a sealed bid. Ortengren pointed out a possible conflict of interest with MES. Finance Director Kirk Buffington advised he was recently made aware that a City battalion chief also works for MES. The City Manager indicated he would discuss this with the City Attorney. If there is a conflict, it would be

addressed at time of award. As to time frame, Buffington advised that the ordinance provides a minimum of five days. Soto mentioned that Fort Lauderdale piggybacked Lake County in the purchase of apparatus. The City Manager reiterated the City's position as to identical pricing and that Lake County has higher pricing than Orange County. Even though it is permissible under Lake County, it is not recognized in Fort Lauderdale's code. In response to Commissioner Roberts, Buffington indicated staff would work with the City Attorney's Office to submit a walk-on award for the October 21 meeting. The City Attorney advised that the five days would begin from time of electronic notice.

**Motion** made by Commissioner Roberts and seconded by Vice-Mayor Rogers to defer the item to October 21, 2014 subject to the sealed bids proposal outlined above.

**DEFERRED TO OCTOBER 21, 2014 (correction to amount shown on agenda announced: \$1,238,476.35)**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

## CITIZEN PRESENTATIONS

**CIT-1 14-1231** KAYCE ARMSTRONG - Introducing "Shade Post" - New Location in Downtown Fort Lauderdale

Kayce Armstrong discussed her business at 16 NW 1 Street, which integrates fashion, music and art and her goal to bring them together under one roof. She presented a photograph of butterfly artwork for the building façade and indicated she is seeking City support. She wanted to connect the dots between midtown, downtown, and art districts of 2 Street, Flagler Village and Sistrunk Boulevard by having another location in the center of the city. She would also like to include a living green wall for the entrance side.

Mayor Seiler suggested she meet with District Commissioner Trantalis.

## CONSENT RESOLUTION

**CR-8 14-0900** COMMUNITY BUS SERVICES - Interlocal Agreement with Downtown Fort Lauderdale Transportation Management Association including addition of Riverwalk Water Trolley and authorize City Manager to execute on behalf of City - retroactive to October 1, 2014 and base term of three years ending September 30, 2014 with two, one-year extension options

Vice-Mayor Rogers indicated he has a conflict of interest and therefore would abstain from voting and discussion on this matter. A memorandum of voting conflict, dated October 7, 2014, filed by Vice-Mayor Rogers, is attached to these minutes.

Commissioner Roberts introduced the resolution, which was read by title only.

### ADOPTED

**Aye:** 4 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**Abstain:** 1 – Vice-Mayor Rogers

**CITIZEN PRESENTATIONS**

**CIT-2 14-1228** ART SEITZ - City of Fort Lauderdale and Barrier Island

Not present.

**CIT-3 14-1229** CHRISTINE TIMMON - Making Marriage Equal Using Article X, Sec. 5 of Florida Constitution

Not present.

**CIT-4 14-1232** TIRA MISU - Human Trafficking

Not present.

**CIT-5 14-1233** CHARLES KING - Police Reform

Charles King said police reform is occurring in other parts of the country including body cameras which are inexpensive and would provide a record of incidents. Police are essentially immune to anything unless it is captured on video. He mentioned costly lawsuit settlements and suggested different programming for events on the beach. He was opposed to allowing police officers to reside outside of the city and to the take-home vehicle policy which should be total cost recovery. He felt the off-duty detail program is out of control. It should be operated by the City, not the union. He believed the union has too much control over the Police Department in general.

**RESOLUTIONS**

**R-1 14-1186** APPOINTMENT OF CITY BOARD AND COMMITTEE MEMBERS - vacancy information provided under Conference Item BD-2

The City Clerk announced the appointees/re-appointees who were the subjects of this resolution:

Beach Business Improvement District

Marylouise Fitzgibbon (Consensus)  
Michael Notten (Alternate/Consensus)  
Greg Cook (Consensus)  
Amaury Piedra (Consensus)  
Blake Crawford (Alternate/Consensus)  
Patrick Reece (Consensus)  
John Hopwood (Alternate/Consensus)  
Bill Cunningham (Consensus)  
Thomas Miller (Alternate/Consensus)  
Kenyata Allen (Consensus)  
Carmen Barbagelata (Alternate/Consensus)  
Jill Munas (Consensus)  
Jackie Foster (Alternate/Consensus)

Central City Redevelopment

Stephen M. Stahl Sr. (Consensus/Trantalis)

Community Services Board

Fred Roccanti (Vice-Mayor Rogers)

Parks, Recreation and Beaches Board

Debby Eisenger (Commissioner Trantalis)

Sophia Ann Marie Jackson (Commissioner DuBose)

**ADOPTED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**PUBLIC HEARINGS**

**PH-1 14-0970** QUASI JUDICIAL - RESOLUTION - WAIVER OF LIMITATIONS OF UNIFIED LAND DEVELOPMENT REGULATIONS, SECTION 47-19.3.C AND D - relocate two of three existing triple pile clusters, install 10 foot extension to existing finger pier and install three triple pile clusters extending maximum of 125 feet from property line into Middle River - 720 NE 20 Avenue

Applicant: John C. Jr. and Cheryl J. Gorman

All individuals wishing to speak on this matter were sworn in.

Members of the Commission announced with whom they had spoken and/or site visits made concerning this matter.

Mayor Seiler reviewed the procedure for the public hearing and opened the public hearing.

Environmental Consultant Tyler Chappell of The Chappell Group, representing the Applicant, responded to questions posed by Mayor Seiler. He advised that an 80-foot waiver was granted previously for this property in the time frame of 2011. There are other 125-foot waivers in this area. This is one of the wider parts of Middle River. Commissioner Trantalis did not believe there is a problem with the length as long as it is within 30 percent of the width of the total area. He asked about use of the land side of the property. Chappell advised that this is a residential use. The owner has resided at this property for more than 20 years and will continue to do so. In response to Mayor Seiler, Chappell advised that the Applicants could not attend this evening.

Charles King, 105 North Victoria Park Road, said this Commission has approved several similar requests on 20 Avenue in Victoria Park. He believed it is ruining a waterfront part of the neighborhood for parking of boats with crew members residing in duplexes. He opposed granting sequential waivers along a single street. It is becoming a shipyard. He suggested the City consider establishing new rules and stay with them.

Commissioner Trantalis pointed out that the argument that this area will be turned into a commercial enterprise is clearly not the case. King said he has seen trucks in a residential neighborhood fueling the giant boats. It is detracting from Victoria Park.

There being no other individuals wishing to speak on this matter, a **motion** was made by Commissioner Trantalis and seconded by Commissioner Roberts to close the public hearing. Roll call showed: AYES: Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler. NAYS: None.

Commissioner Trantalis introduced the resolution, which was read by title only.

**ADOPTED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**PH-2 14-0971** QUASI-JUDICIAL - RESOLUTION - WAIVER OF LIMITATIONS OF UNIFIED LAND DEVELOPMENT REGULATIONS, SECTION 47-19.3.C AND D - installation of three triple pile mooring clusters and nine mooring piles extending a maximum of 75 feet from upland property line into Intracoastal Waterway - 321 N. Birch Road

Applicant: Grand Birch, LLC

All individuals wishing to speak on this matter were sworn in.

Members of the Commission announced with whom they had spoken and/or site visits made concerning this matter.

Mayor Seiler opened the public hearing.

Attorney Heidi Davis-Knapik of Gunster Law Firm, representing the Applicant, reviewed slides in presenting the facts relating to this matter. A copy of the slides is attached to these minutes.

John Weaver, president of Central Beach Alliance (CBA), expressed concern that notice was just received. He wanted the benefit of having more information about this item and requested the Applicant make a presentation to the CBA on November 13. He noted it is precedent-setting and should have thoughtful review. He recalled a condition of the development approval was a glass bottom floor to see the Intracoastal and he wanted to make sure this is fulfilled. He requested the item be deferred so that a presentation can be made to the CBA.

Commissioner Roberts did not believe this proposal is precedent-setting. Also, he believed Davis-Knapik could speak to agreement about development of the property. In response to Mayor Seiler, Weaver indicated he was aware of this item coming before the Marine Advisory Board, but was not aware it was coming before the Commission until yesterday.

In response to Mayor Seiler, Davis-Knapik advised that Portofino also received a waiver for at least 135 feet including the boat.

Commissioner Trantalis said his original understanding was that the residents of Cormona Apartments were not opposed to this request. Davis-Knapik explained that the principals of the Cormona executed a settlement agreement, agreeing to not object to Grand Birch dock waivers, as did the principals of the Residents of Responsible Growth which allegedly represented condominium associations in the area and the CBA. Commissioner Trantalis advised the City received a letter from the president of Cormona, expressing objection. Davis-Knapik read from the settlement agreement, "With respect to that particular dock located closest to the south property line of the Cormona Apartments, Grand Birch agrees that the dock shall not be closer to the south property line of Cormona Apartments than 38.5 feet and shall not extend into the waterway more than 25 feet." This is 62 feet from that property line and the pier extends 20 feet with a marginal dock of 5 feet. Mayor Seiler felt placement of a boat extending 75 feet defeats the purpose of limiting dockage past 25 feet. Davis-Knapik indicated the language further indicates specificity with regard to the 38.5-foot measurement. She explained that the riparian rights extend into the water body. As Cormona's property shifts to the north, the riparian rights and water line also extend in that



same trajectory. The riparian line angles back toward Grand Birch property. Commissioner Trantalis was uncertain whether Cormona actually agreed to what is being presented now. Davis-Knapik replied to Mayor Seiler indicating that there have been several meetings with Cormona over the past three years; however, the settlement agreement is only with two principals of Cormona who reside at Cormona. Mr. Glowgowski and Mr. Berlin of Cormona attended the Marina Advisory Board meeting. Commissioner Trantalis advised that Mr. Berlin is objecting to an extension to 75 feet because it interferes with their sight line of the Intracoastal. He did not think the settlement agreement addresses this issue. In response to Mayor Seiler, Davis-Knapik explained that Grand Birch cannot be within 38 feet of Cormona's property line and at present Grand Birch is 62 feet from their property line. Grand Birch went to great lengths to move it south of Cormona because of the angle. In response to Mayor Seiler, Marine Facilities Manager Andrew Cuba advised that it is only slow speed at certain times of the year. Mayor Seiler believed there is some water skiing in this area. Commissioner Trantalis was concerned about the sight line being blocked.

Mayor Seiler asked that maximum sized boat that could be safely be moored with the waiver. Cuba felt the minutes reflect that the intention was not for anything larger than 65 or 70 feet. Engineer Matt Butler, representing the Applicant, described riparian lines. Their permitting sketches show an approximate riparian line. It equally bisects the angle because property is in a corner. The adjacent property has no right to a view outside their riparian area. Commissioner Trantalis explained that the City has only allowed docks to extend 25 feet or 30 percent, whichever is less. Butler drew on the diagram how far a typical boat would extend and how it would impact the Cormona's view.

Commissioner Trantalis felt they should have discussed the project with Cormona residents. Davis-Knapik explained that they provided the plans to the Cormona principals and there were no objections. Some discussion ensued about the lawsuit and who was involved in that suit. Grand Birch has done everything possible so this would not impede their views; 62 feet from Cormona's property line. There are only four boat slips. It is a minimal view corridor because of the way the property shifts. The property owner on the other side has provided a letter of support.

Commissioner Trantalis asked that the item be deferred. He is personally comfortable with the proposal but felt that Cormona residents are entitled to see the plans. Davis-Knapik noted that all property owners within 300 feet were provided notice. Mayor Seiler tended to agree with Commissioner Trantalis. Davis-Knapik indicated that she was not aware of any concerns until this evening. Discussion turned again to the settlement agreement, involved parties and circumstances around it. She agreed to a deferral and to meet with the president of the Cormona association.

**Motion** made by Commissioner Trantalis and seconded by Commissioner Roberts to defer the item to November 4, 2014.

**DEFERRED TO NOVEMBER 4, 2014**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**PH-3 14-1147 MOTION - SUBSTANTIAL AMENDMENT TO 2013-2014 ANNUAL ACTION PLANS OF 2010-2015 CONSOLIDATED PLANS FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Mayor Seiler opened the public hearing.

Twan Russell, representing Russell Lifeskills and Reading Foundation, entered support of the item. He thanked the City for their partnership. The funds directly benefit Fort Lauderdale youth.

Marcia Barry-Smith, representing Russell Lifeskills and Reading Foundation, entered support of the item.

Pauline Dooley, representing Russell Lifeskills and Reading Foundation, entered support of the item.

There being no other individuals wishing to speak on this matter, a **motion** was made by Commissioner Trantalis and seconded by Commissioner Roberts to close the public hearing. Roll call showed: AYES: Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler. NAYS: None.

**Motion** made by Commissioner Trantalis and seconded by Commissioner Roberts to approve the item as recommended.

**APPROVED**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**PH-4 14-1010 MOTION - NEW DOWNTOWN FORT LAUDERDALE  
TRANSPORTATION MANAGEMENT ASSOCIATION RIVERWALK  
WATER TROLLEY SERVICE PILOT PROGRAM**

Mayor Seiler opened the floor for public comment.

Vice-Mayor Rogers indicated he has a conflict of interest and therefore would abstain from voting and discussion on this matter. A memorandum of voting conflict, dated October 7, 2014, filed by Vice-Mayor Rogers, is attached to these minutes.

There being no individuals wishing to speak on this matter, a **motion** was made by Commissioner Trantalis and seconded by Commissioner Roberts to close the public hearing. Roll call showed: AYES: Commissioner DuBose, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler. NAYS: None. ABSTAIN: Vice-Mayor Rogers.

**Motion** made by Commissioner Trantalis and seconded by Commissioner Roberts to approve the item as recommended.

**APPROVED**

**Aye:** 5 - Commissioner DuBose, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**Abstain:** 1 – Vice-Mayor Rogers

The Commission recessed at 11:49 p.m. and reconvened the conference meeting to address item MGR-1. The Commission adjourned the conference meeting at 12:29 a.m. and returned to the regular meeting to address item O-1.

**ORDINANCES**

**O-1 14-1142 FIRST READING OF ORDINANCE AMENDING CODE OF  
ORDINANCES - SECTION 2-127 - APPROVAL OF CHANGE  
ORDERS AND TASK ORDERS**

Commissioner Trantalis introduced the ordinance, which was read by title only.

**PASSED FIRST READING**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

**O-2 14-0888** FIRST READING OF ORDINANCE AMENDING UNIFIED LAND DEVELOPMENT REGULATIONS, SECTION 47-18.31, SOCIAL SERVICE FACILITY - add definitions, create criteria for approval, amend the permitted zoning districts and adjust the level of review

Mayor Seiler opened the floor for public comment.

Josh Loomis, 9784 Grand Verde Way, Boca Raton, indicated that he works in Fort Lauderdale and has served the homeless, volunteering in Fort Lauderdale and Hollywood for several years. He spoke in opposition to the item. He is disappointed with how the Commission is treating the homeless. Rather than propose thoughtful solutions, the Commission has resorted to Band-Aids in an attempt to push the homeless out of the city. He did not believe the ordinance would be successful. He felt the intent of the ordinance is to make it impossible for people to feed the homeless in public. Church groups and private citizens have been forced to feed the homeless because this Commission and previous commissions have failed. There is very little evidence that public feedings cause food poisoning. The ordinance will not stop people from feeding the homeless but rather bad press and lawsuits.

Irene Smith, representing Love Thy Neighbor, read a prepared statement from Arnold Abbott which threatened legal action. She felt the Commission is punishing people for having a heart and soul. This matter will go to court. She emphasized that there is a need and that these are Fort Lauderdale people.

Richard Campbell, 1 NW 33 Terrace, Lauderhill, did not understand what is wrong with sharing food. Most laws are based on the Bible. Jesus supported food sharing. He wanted to know what the Commission is trying to do. He questioned if it is about punishing people because they cannot get a grasp on the socioeconomic principles of this society. Chasing the poor out is mean, dirty and un-American. He referred to a handout from an individual in the audience about the upcoming camping ban. He did not think the police have the right to determine who receives hospitalization.

Marshall Schniper, 2727 North Andrews, Wilton Manors, felt the Commission has already made up their minds. Without food, this will prompt people to commit more crimes. It will not work. He will continue to feed the homeless. Alcoholism and the drug problem have to be addressed. He confirmed for Mayor Seiler that he does not do public feedings in Wilton Manors.

Jeff Weinberger, representing the Broward Homeless Campaign, believed the Commission has already made up their minds. He believed Fort Lauderdale is the first city in the U.S. to pass five anti-homeless ordinances in six months. He pointed out that the ordinance requires restroom facilities to be provided yet the City will not provide public restrooms. Feedings will not stop. There will be a legal challenge. The Police Department is not compassionate to the homeless. He elaborated on a recent incident of the removal of belongings from a parking lot wherein the police did not follow the ordinance.

Haylee Becker, representing Food Not Bombs, felt the Commission has ignored the concerns expressed by the public. Criminalizing the homeless, which is the concern, is not only an expensive tactic, it is ineffective. The requirements contained in the ordinance are impractical and make it impossible to share food. She felt it is hypocritical to require portable restrooms at feeding sites when the City refuses to

provide public restrooms. This ordinance is not about community health but about business and getting rid of the homeless. The homeless now have no right to sleep, use the restroom, ask for money, have property or eat. She has been sharing food in Stranahan Park for seven years and will continue to do so.

Michael Robinson, 5700 NW 27 Court, Lauderhill, felt that the ordinance is imposing bureaucratic restrictions on community charity initiatives. He felt the City should provide public restrooms. He questioned the need for permission to serve food in a public space and questioned other requirements in the ordinance. This is placing a financial burden on charities and starving the indigent population. An inadequate shelter system is now the only viable option.

Emilio Benitez, representing Child Net, Plantation, explained that Child Net provides foster care and adoption services in Broward and Palm Beach counties. Their building is under foreclosure, so they are moving to Fort Lauderdale and bringing about 400 employees. They are not an addiction treatment center, food distribution center or social services facility but they do have a process called Safe Place by which youth removed by the Broward Sheriff's Office are brought to a safe environment for assessment and help. They are provided food, sometimes clothing and a place to shower. It is being evaluated as a best practices program. Mayor Seiler asked how this ordinance would impact Child Net. Benitez explained that the facility is impacted because it meets some of the criteria for social services. He wanted clarity as they go forward in negotiating a lease. Commissioner DuBose suggested meeting with staff. Benitez agreed to do so. Commissioner Trantalis suggested the ordinance could be tweaked before the second reading if necessary.

Dean Bairaktaris, 64 Hendricks Isle, said Daytona adopted a similar ordinance and then subsequently decided not to impose fines. He suggested coming up with a new, innovative solution.

Camille Hansen, representing Flagler Village Civic Association, supported the proposed item. She was concerned, however, about the rezoning that would move social services to the middle of Flagler Village. It allows social services facilities to be just 500 feet from residences. Flagler Village is being saddled with social service facilities and low-income housing. She was concerned about how Flagler Village will be perceived by prospective home and business owners as well as renters. The camping prohibition ordinance will likely detract law enforcement from other police business. She was concerned about the message to tourists disembarking in Flagler Village at the new All Aboard Florida station. No presentation about the rezoning was ever given to the Flagler Village Civic Association. She suggested disbursing social services facilities and low-income housing throughout the city.

Keturah Campbell, 924 NW 1 Street, explained that the people who feed the homeless also are their only family, that is, helping them to get out of their situation. She urged the City not to take this help away.

Dan Lindblade, representing Greater Fort Lauderdale Chamber of Commerce, supported the Commission in tackling tough issues. Those who do not have a home are in Fort Lauderdale because they love this city. He previously invited homeless advocates to meet with the Chamber about solutions but no one ever contacted him. A homeless veteran recently asked for money but refused assistance from Mission United. There are multiple issues and work ongoing in addition to this ordinance. The County is actually responsible for taking care of this and they are working to set up a positive program that will ultimately be better. The Chambers supports this item.

Casey Cooper, no address provided, spoke of actions taken by previous commissions and the current Commission that he believed targeted the homeless. Homelessness is increasing in Florida and there is a lack of shelter availability. He complained about police harassment. He opposed the proposed item.

David Hitchcock, no address provided, believed a community that thrives supports all of its residents. He

commented on the percentage of homeless who are youth or LGBT. Regulations being passed attack the quality of life of people. Good deeds are being criminalized. He felt this is immoral and wrong.

Laura Florio, representing the Peanut Butter and Jelly Project, said she works with a 501(c)3 organization that has conducted a feeding program since February and been able to take some 36 people off the street. She wanted to work in cooperation with the City in solving this problem.

William Toole, no address provided, read a statement expressing opposition to the item. He commented that people from traditionally oppressed groups tend to be harder on members of the community that they are oppressing and questioned the position of certain members of the Commission.

Reverend Gail Tapscott, said she is ashamed of the Commission and the City. She felt the City wants to attract wealthy people and mistreat the homeless and people who are paying ridiculous prices for housing in the city. She is horrified this is occurring.

Reverend Craig Watts, representing Royal Palm Christian Church, did not understand the potential implications or applications and did not know what problem is being addressed. It appears there are places where people are being helped will no longer be acceptable sites. The ordinance imposes unnecessary, unreasonable hardships on those who want to do good for some other people. Some people view feeding others as an expression of worship and for others, it is helping friends. People may see this ordinance as irrelevant or unjust. In the words of Dr. Martin Luther King, Jr., one has a moral responsibility to disobey unjust laws. There will be good and decent people who will feel compelled to disobey this law. This ordinance criminalizes compassion. He has found no support for the ordinance among clergy. He intends to advocate disobeying this law. Feedings will continue and many people will be fined and jailed.

Laura Hansen, representing the Coalition to End Homelessness, spoke about humanity and dehumanization. She felt dehumanization is occurring in this situation because there seems to be no distress about passing laws that dehumanize the homeless. The entire community is hurt by this.

Frank Pontillo, representing REMAR, pointed out the number of people receiving food stamps in the U.S. and the increase of homelessness. A meal helps. Homelessness is not going away. He suggested partnering with ministries. His church does not have money to remodel. In other words, the poorest churches will be impacted. Homeless people released from jail, the hospital or a shelter that only provides for a three-day stay will be looking for a feeding. Desperate people do desperate things. It is a Christian tenet to help others. He read from a newspaper article about homeless being assaulted and robbed. These are the effects of laws being passed.

Mara Shlackman, 2100 South Ocean Drive, questioned why outdoor food distribution centers must provide restrooms and yet the City's mobile vendor food truck ordinance does not. She questioned reference to the Abbot case to justify this ordinance although that case only stated that the City had to provide suitable locations on public property for feedings or amend their zoning code to establish locations where feedings could occur. However these ordinances are onerous and effectively eliminate the possibility of feedings. She felt the proposed item is shameful.

Charles King, 105 North Victoria Park Road, said this is about a social service buffer zone. He was concerned because it essentially identifies Flagler Village as a social services hub. He felt the current feeding programs are not reducing homelessness but rather expanding it. He suggested a new approach. From a religious point of view, he quoted the concept of teaching someone how to fish rather than feeding someone for a day. It is irritating to see feedings occurring in the heart of the city. Another example is the environment around the library. Services should be disbursed and not centralized.

There was no one else wishing to speak.

Commissioner Trantalis referenced the map in Exhibit 1 of Commission Agenda Memorandum 14-0888 and noted that it appears the social services area will be concentrated in Flagler Village. He noted the provision that a social service facility is not permitted within 500 feet of a residential area and he did not know of one block in Flagler Village that is not within 500 feet of a residence. Deputy Director of Sustainable and Economic Development Jenni Morejon explained that similar questions arose when the map was presented to the Council of Fort Lauderdale Civic Associations. Code defines residential as both zoned and used. All zoning districts of the Downtown Regional Activity Center (RAC) are mixed-use by definition. Properties used as residential do not meet the definition of residential only.

Commissioner Trantalis noted that the City is looking to rehabilitate or redevelop certain areas. He was concerned about concentrating social services in those areas when historically and empirically, social service agencies tend to dissuade people from wanting to move there. The City Manager explained that there are permitted and conditional uses within the zoning matrix. Social service facilities are currently allowed within certain zones as a permitted or conditional use. This ordinance attempts to classify social service facilities in four different categories: addiction treatment centers, food distribution centers, outdoor food distribution centers and SSF (social services facility) general. The uses have to be permitted somewhere. It would be a conditional use in Flagler Village. There is a list of criteria including neighborhood compatibility and would be subject to call-up (by the Commission). Mayor Seiler noted these facilities are already permitted; this is putting restrictions in place. Commissioner Trantalis felt there is an opportunity to minimize the establishment of future facilities. He did not feel the Commission is sending a consistent message. The map appears to encourage these facilities in Flagler Village and the downtown. He wanted the expertise of staff in recommending what to do. The City Manager commented that every city needs these facilities. As a permitted use, social service facilities should be located in the South Andrews Regional Activity Center near Broward General Hospital because many of such facilities are tied to a medical use. There are other social services facilities that are not obvious to be social service facilities where the City needs some location zoned as such, therefore a conditional use process is considered with neighborhood compatibility and other standards. There should also be dispersal which is the requirement of 500 feet from a residential use and 500 feet from another social service facility. Commissioner Trantalis said developers are concerned about this with respect to redeveloping areas of the city. The City Manager advised that the message staff is hearing is that no one wants this in their backyard. Perhaps social services facility could be better defined. For example, adult daycare facilities are becoming more popular in urban areas. This would meet the definition of a social services facility. Pineapple House would qualify. Commissioner Trantalis supported a mixed-use environment but cautioned against the thinking of bringing social service facilities into this area. They should be all over the city. Vice-Mayor Rogers felt it is more about where the line is drawn. There is no perfect map.

Vice-Mayor Rogers did not want churches to be subjected to permitting, etc. People are being fed four or five times a week inside churches. The goal is to eliminate outdoor feeding. The City Manager explained that before second reading, it needs to be clarified that indoor food distribution centers are permitted as an ancillary use to houses of worship regardless of zoning districts or buffering separations. Mayor Seiler agreed.

Commissioner Trantalis introduced the ordinance, which was read by title only.

#### **PASSED FIRST READING**

**Aye:** 5 - Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts, Commissioner Trantalis and Mayor Seiler

The City Commission adjourned the regular meeting at 1:57 a.m. and returned to the conference meeting agenda, item BD-1, from 1:57 a.m. to 2 a.m.

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John P. "Jack" Seiler  
Mayor

ATTEST:

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Jonda K. Joseph  
City Clerk

First, I want to extend my thanks to the commission for participating in joint meetings, in an effort to resolve contentiousness around this effort. The diligence, creativity and commitment of elected officials, attorneys, and staff has resulted in a product about which we can all be proud.

The facility in which the Broward Addiction Recovery Center is currently housed is woefully inadequate. We, as county and city commissioners, have a responsibility and obligation to protect and serve the public—all of the public, including those who are vulnerable and in greatest need, throughout our community.

When we serve those experiencing the disease of addiction in a facility that is functionally obsolete—we send a powerful message as leaders: those seeking to recover and those delivering behavioral health services are—not-- valued. That is why I have been fighting—*along with the many dedicated, passionate advocates in this community, on the Substance Abuse Advisory Board and BBHC*--against unfounded fears and stereotypes about persons experiencing addiction and behavioral health issues. Addiction is not a crime—persons seeking treatment deserve *dignity*, not dilapidated facilities—they are members of our community—brothers, sisters, wives, fathers, children. . . . Business leaders, construction workers, therapists, lawyers, athletes, educators, judges—probably someone your actually know.

Over the *seventeen years* that we have been attempting to relocate BARC from the Sailboat Bend site, which was once a church and has been cobbled together to address demands that exceed our capacity--- we have heard *a lot* of “not-in-my-back-yard” commentary.

Let me do my best to set the record straight about what you can expect when this facility is built—

Our design team-- led by Saltz Michelson Architects-- has developed a site plan that is lushly landscaped with a beautiful new building, targeted to meet LEED Gold Certified Sustainability Standards.



This building will improve the overall character of the neighborhood and *will not*, as we have heard speculated, increase crime or decrease property values. BARC Central is presently housed in a converted community building at 1000 SW 2<sup>nd</sup> Street and if sold at market value, would likely return nearly **\$2M to the tax rolls**.

The City of Fort Lauderdale and Broward County have a shared mission to represent the public interest, and we can assure you that the relocation of the BARC facility will enhance the quality of life for the residents of the City of Ft. Lauderdale as well as Broward County.



Fisher Fire and Emergency Services  
 3970 Johns Creek Court, Suite 500  
 Suwanee, GA 30024  
 Phone: (352) 256-4925  
[Brett.ortengren@thermofisher.com](mailto:Brett.ortengren@thermofisher.com)

## QUOTATION

<b>Person Quoted:</b>	Paul Vanden Berge	<b>Date:</b>	September 22, 2014
<b>Company Name:</b>	Fort Lauderdale Fire Department	<b>ACCT #:</b>	
<b>Address:</b>		<b>Phone:</b>	
<b>City and State:</b>		<b>Fax:</b>	
<b>FOB:</b>	Destination	<b>Quoted By:</b>	Brett Ortengren

Pricing is based on current 2014 pricing and discount is based on Purchase Vehicle The Orange County Contract

<u>QTY</u>	<u>UM</u>	<u>PART #</u>	<u>DESCRIPTION</u>	<u>LIST PRICE</u>	<u>YOUR PRICE</u>	<u>EXT. PRICE</u>
155		X3415022200402	NFPA 2013 compliant NX3 5.5 , Standard Harness, ,Dual EBSS,no Airline Options,SEMS II,	\$ 8,070.00	\$ 4,926.95	\$ <b>763,677.25</b>
Price above is for the the pack and regulator only, does NOT have cylinder or facepiece included in pricing. They are priced						
290		200970-01	5500 PSI 45 minute Carbon Cylinder W/ Valve	\$ 1,500.00	\$ 915.79	\$ <b>265,579.10</b>
20		200973-01	5500 PSI 60 minute Carbon Cylinder W/ Valve	\$ 1,680.00	\$ 1,025.68	\$ <b>20,513.60</b>
400		201215-05	HT3000 Sur-Seal, W/ Coms Bracket right side	\$ 376.00	\$ 229.56	\$ <b>91,824.00</b>
1		201275-0125	Case of 25 EPIC3 Voice Amplifier	\$ 11,665.50	\$ 7,981.66	\$ <b>7,981.66</b>
See below for additional pricing options (Pak-Tracker, Sems II)						
<b>Pak-Tracker Options</b>						
4			Pak-Tracker Hand Held Reciever	\$ 1,700.00	\$ 1,231.58	\$ <b>4,926.32</b>
5		200433-01	Pak-Tracker Truck Charger	\$ 504.74	\$ 345.35	\$ <b>1,726.75</b>
1			personnel transmitter		\$ 217.58	\$ <b>217.58</b>
<b>Sems II Options</b>						
5		200772-01	SEMS II Gateway Kit	\$ 1,998.00	\$ 1,367.05	\$ <b>6,835.25</b>
2		200673-01	Pak-Link	\$ 594.00	\$ 406.42	\$ <b>812.84</b>
5		201051-01	Repeater Assembly	\$ 1,729.00	\$ 1,183.00	\$ <b>5,915.00</b>
245		200077-50	CBRN regulator	\$1,500.00	\$ 200.00	\$ <b>49,000.00</b>
60			Snap Change Adaptor	\$445.00	\$ 324.45	\$ <b>19,467.00</b>
<b>Total</b>						\$ <b>1,238,476.35</b>

Pricing is based on current 2014 pricing and discount is based on Purchase Vehicle The Orange County Contract

\*\* ALL ITEMS MUST BE PURCHASED TOGETHER IN ORDER FOR PRICING TO BE VALID

# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Rogers -- Romney -- Campbell		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE City Commission	
MAILING ADDRESS City of Fort Lauderdale, 100 N. Andrews Ave., 8th FL		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY	
CITY Fort Lauderdale	COUNTY Broward	NAME OF POLITICAL SUBDIVISION: City of Fort Lauderdale -- District IV	
DATE ON WHICH VOTE OCCURRED October 7, 2014		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

### ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

**PRIOR TO THE VOTE BEING TAKEN** by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

**WITHIN 15 DAYS AFTER THE VOTE OCCURS** by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

### APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

**IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:**

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)



### APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

### DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Romney Rogers, hereby disclose that on October 7, 20 14:

(a) A measure came or will come before my agency which (check one)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, \_\_\_\_\_;
- ☐ inured to the special gain or loss of my relative, \_\_\_\_\_;
- ☐ inured to the special gain or loss of \_\_\_\_\_, by whom I am retained; or
- ☒ inured to the special gain or loss of The Water Taxi of Fort Lauderdale, Inc., which is the parent organization or subsidiary of a principal which has retained ~~me~~ my law firm.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Pursuant to City Commission Agenda Memos 14-0900 -- Community Bus Services (Agenda Item CR-8) and 14-1010 -- Public Hearing: Introduction of New Downtown Fort Lauderdale Transportation Management Association Riverwalk Water Trolley Service Pilot Program (Agenda Item PH-4), the operating costs for the Riverwalk Water Trolley will be funded by the City, if approved by Commission vote on Oct. 7, 2014.

My law partner represents The Water Taxi, Inc., which will receive a "special private gain or loss," based on the Commission vote, in that this service will be competing with The Water Taxi, Inc.

Date Filed \_\_\_\_\_

Signature 

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

OCT 7, 2014 2 NO PROVIDED BY CM-3  
DRAFT CITY ATTORNEY

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE  
REGARDING BROWARD ADDICTION RECOVERY CENTER (BARC)**

This Interlocal Agreement ("Agreement") is entered into between Broward County, a political subdivision of the State of Florida (the "County") and the City of Fort Lauderdale, a Florida municipal corporation (the "City").

A. On or about March 17, 2014, pursuant to Broward County Resolution 2014-201, authorizing initiation of conflict resolution proceedings with the City, the County initiated an intergovernmental dispute resolution process with the City under Chapter 164 of the Florida Statutes relating to the Conditional Use Application filed by the County for certain property located within the boundaries of the City (the "Dispute").

B. The County and the City participated in conflict resolution proceedings in accordance with Chapter 164 of the Florida Statutes, and agree to resolve the Dispute on the terms set forth in this Agreement.

C. The County and the City agree that the resolution of the Dispute on the terms set forth in this Agreement constitutes a fair, reasonable and complete resolution of the pending Dispute.

D. Nothing herein shall be deemed an admission of liability or fault by either party.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1. DEFINITIONS**

- 1.1 BARC Central. The residential treatment facility of Broward Addiction Recovery Center, which provides substance abuse treatment service for the citizens of Broward County.
- 1.2 Existing BARC Central Site. The real property located at 1011 SW 2nd Court, Fort Lauderdale, FL 33312.
- 1.3 Effective Date. The date of signature by the last signing party such that on such date this Agreement will have been executed by authorized representatives of both parties.
- 1.4 NJCC. Nancy J. Cotterman Center, which is the Broward County Children's Advocacy Center and Certified Rape Crisis Center and which provides services for victims and families relating to sexual assault and child abuse.
- 1.5 Property. The property owned by the County located at 355 SW 28<sup>th</sup> Street, Fort Lauderdale, Florida, bounded by SW 3<sup>rd</sup> Avenue on the east, SW 28<sup>th</sup> Street on the South, SW 4<sup>th</sup> Avenue on the west, and SW 27<sup>th</sup> Street on the north, as identified on Exhibits A and B hereto.

- 1.6 "Western Parcel" of the Property is the portion of the Property located on the SW 4<sup>th</sup> Avenue side of the Property as designated on Exhibit A consisting of approximately 1.02 acres and more particularly described as set forth in Exhibit A;
- 1.7 "Eastern Parcel" of the Property is the portion of the Property located on the SW 3<sup>rd</sup> Avenue side of the Property as depicted on Exhibit B consisting of approximately 2.81 acres and more particularly described as set forth in Exhibit B.

## **ARTICLE 2. TERMS OF SETTLEMENT**

In full and fair resolution of the Dispute, the parties agree to indefinitely suspend the Chapter 164 proceedings on the following terms and conditions:

2.1 The County shall withdraw its pending Conditional Use Application, submitted on or about January 30, 2014, to site BARC Central on the Western Parcel of the Property, ("Conditional Use Application"). BARC Central is a Level V Social Service Residential Facility under the City's Unified Land Development Regulations ("ULDRs"). Within sixty (60) days after the Effective Date of this Agreement, the County shall submit a new application for rezoning of the Eastern Parcel of the Property from B-3, Heavy Commercial/Light Industrial Business, to CF, Community Facility, and conditional use of the Eastern Parcel of the Property to allow the County to site BARC Central on the Eastern Parcel of the Property substantially in conformance with the conceptual site plan attached hereto as Exhibit C ("New Application"). The County may, in its sole election, also submit an application to allow for the siting of the NJCC on the Existing BARC Central Site, including rezoning, permit, parking reduction, and use applications ("NJCC Application").

2.2 The City shall timely and fairly process the New Application and, if submitted, the NJCC Application in accordance with its applicable rules and procedures in effect as of the date each application is filed, including the ULDRs, as well as all necessary permit applications filed by the County in connection with the siting of BARC Central on the Eastern Parcel of the Property and NJCC on the Existing BARC Central Site. The County agrees that site plans and permit applications for BARC Central on the Eastern Parcel of the Property shall provide for the front entrance of the facility facing primarily to the South or East and pedestrian and vehicular ingress and egress from SW 28<sup>th</sup> Street with use of SW 27<sup>th</sup> Street as needed for purposes of fire safety access, delivery, and traffic circulation requirements.

2.3 The County agrees that it shall not now or in the future, use, or apply for any required approvals or permits to use the Western Parcel of the Property as a Social Service Facility ("SSF") or Social Service Residential Facility ("SSRF"), as those terms are defined in the ULDRs as of the Effective Date. If the New Application and the NJCC Application (if filed within one (1) year of the full execution of this Agreement) are approved by the City as filed with no modification, amendments, or conditions (except as may be agreed to by the County in writing) ("Final Approval"), and all necessary permits are issued, then the County agrees that shall ~~execute and record in the official public records~~ a restrictive covenant in the form attached

hereto as Exhibit D prohibiting the Western Parcel of the Property from being used as an SSF or SSRF ("Restrictive Covenant") shall be recorded in the public records of Broward County, Florida. The County agrees to execute the Restrictive Covenant simultaneously with execution of this Agreement which Restrictive Covenant shall be held in escrow by an independent third party selected by agreement of the parties ("Escrow Agent"). The County agrees that the City has the right to record the Restrictive Covenant after issuance of Final Approval of the New Application and expiration of all appeals and any and all resulting litigation.- The Escrow Agent shall only release the Restrictive Covenant for recording in accordance with the terms of the escrow agreement, which shall be agreed upon by the parties' respective legal counsel. The fees for the Escrow Agent shall be borne by the City. If the County elects not to file the NJCC Application, then the Restrictive Covenant shall be recorded within one year -from the Effective Date of this Agreement provided the City has issued Final Approval (which does not include issuance of building permits) for the New Application.

2.4 Further, the County shall not convey, transfer, or otherwise dispose of all or a portion of the Western Parcel of the Property unless and until either the Restrictive Covenant has been filed or the Western Parcel of the Property is rezoned to a zoning category that does not permit use as an SSF or SSRF without City approval. The County shall cause this Agreement to be filed in the official public records promptly following full execution.

2.5 The Final Approval(s) of the New Application and the NJCC Application, if filed, including approvals of the site plan(s), conditional use approval(s), and certificate(s) of appropriateness, shall not expire for a period of five (5) years from the date of issuance of the applicable approval.

2.6 If the New Application and, if filed, the NJCC Application are not approved by the City as filed with no modification, amendment, or condition (except as may be agreed to by the County in writing) within 150 days after the submission date of each such application (subject to any extension mutually agreed upon in writing by the parties), then the County may, in its sole discretion, terminate this Agreement upon five (5) days' written notice and may re-commence conflict resolution procedures under Chapter 164 at the mediation stage. Except as set forth in paragraph 3.2, both parties stipulate that the mediation phase is the appropriate forum for continued intergovernmental conflict resolution, and waive any defense of ripeness or failure of a condition precedent, including without limitation failure to exhaust administrative remedies, for any dispute relating to the New Application and this Agreement.

### **ARTICLE 3. MISCELLANEOUS**

3.1 Time is of the Essence. The Agreement shall become effective on the date it is fully executed by the parties. Time is of the essence for all performance required under this Agreement.

3.2 Termination. If the County fails to file and prosecute the New Application in good faith through to completion, then the City shall have the right to seek specific performance or

injunctive relief to enforce the terms herein or to terminate this Agreement for cause. If the City fails to process the New Application and the NJCC Application (if filed) in good faith through to completion, then the County shall have the right to seek specific performance or injunctive relief to enforce the terms herein or to terminate this Agreement for cause.

3.3 Third Party Beneficiaries. The parties acknowledge that there are no third party beneficiaries under this Agreement.

3.4 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:

Broward County Administrator

Attn: Bertha Henry

115 S. Andrews Ave., Suite 409

Ft. Lauderdale, Florida 33301

Email address: bhenry@broward.org (with copy to jacoffey@broward.org)

NOTICE TO CITY

City Manager

Attn: Lee R. Feldman

100 N. Andrews Avenue

Fort Lauderdale, FL 33301

Email address: lfeldman@fortlauderdale.gov

3.5 Joint Preparation. This Agreement has been jointly prepared by the parties hereto, and shall not be construed more strictly against either party.

3.6 Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

3.7 Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **BY ENTERING INTO THIS AGREEMENT, THE COUNTY AND THE CITY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**



3.8 Amendments. No modification or amendment to this Agreement shall be effective unless it is in writing and executed by authorized representatives of each party.

3.9 Prior Agreements. This Agreement represents the final and complete understanding of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

3.10 Sovereign Immunity. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the County or the City to the extent sovereign immunity may be applicable.

3.11 Incorporation By Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

3.12 Counterparts. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

3.13 Successors and Assigns. This Agreement is intended to be binding on each party's successors and assigns.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, and CITY OF FORT LAUDERDALE, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By: \_\_\_\_\_  
Joni Armstrong Coffey (Date)  
County Attorney

MA/RDH  
2014-09-19 Interlocal Agreement – Ft. Lauderdale (BARC)  
09/19/14

**CITY OF FORT LAUDERDALE**

ATTEST:

CITY OF FORT LAUDERDALE

\_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
CITY MAYOR

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
Print Name

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

I HEREBY CERTIFY that I have approved  
this AGREEMENT as to form and legal  
sufficiency subject to execution by the parties:

\_\_\_\_\_  
CITY ATTORNEY

EXHIBIT D

Prepared by and return to:

Name:

Address: Governmental Center, Suite 423  
115 South Andrews Avenue  
Ft. Lauderdale, FL 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**DECLARATION OF RESTRICTIVE COVENANTS**

This DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by BROWARD COUNTY, FLORIDA, a political subdivision of the State of Florida ("County").

**WITNESSETH:**

WHEREAS, County is the fee simple owner of approximately 1.02 acres of land located in the City of Fort Lauderdale ("City") more particularly described in **Exhibit A** attached hereto and made a part hereof ("Property"); and

WHEREAS, County made application to City to locate a Social Service Residential Facility ("SSRF"), as that term is currently defined in City's Land Development Regulations, on a parcel adjacent to the Property; and

WHEREAS, in an effort to address City's concerns with the collocation of Social Service Facilities and SSRFs, County has agreed to place a restriction on the use of the Property as set forth below.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, and regulations hereinafter set forth, all of which shall run with the Property and any part thereof and which shall be binding upon all parties having any right, title or interest in the Property, or any portion thereof, their heirs, successors and assigns.

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.

2. Use of Property. The Property, or any portion thereof, shall not be used nor shall an application be filed with City for use of the Property as a Social Service Facility ("SSF") or a Social Service Residential Facility ("SSRF"), as those terms are defined in City's Land Development Regulations as of the effective date of this Declaration.

3. Amendments, Modifications, and Releases. This Declaration shall not be amended, modified, or released as to any portion of the Property except by written instrument, executed by the then owner or owners of the portion of the Property affected by such amendment, modification, or release and approved in writing by City. Any amendment, modification, or release of this Declaration shall be recorded in the Public Records of Broward County, Florida.

## EXHIBIT D

4. Recordation and Effective Date. This Declaration shall not become effective and shall not be recorded in the Public Records of Broward County, Florida, until after all necessary permits are issued for the SSRF on the parcel adjacent to the Property. Once recorded, this Declaration shall run with the land for the sole benefit of City and shall bind all successors-in-interest with respect to the Property.
5. Enforcement. This covenant shall not give rise to any other cause of action by any parties other than City, and no parties other than City shall be entitled to enforce this Declaration. Any failure by City to enforce this Declaration shall not be deemed a waiver of the right to do so thereafter.
6. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part of this Declarant invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph, or part hereof, and the same shall remain in full force and effect.
7. Captions, Headings and Titles. Articles and paragraph captions, headings and titles inserted throughout this covenant are intended as a matter of convenience only and in no way shall such caption, heading or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this covenant.
8. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall lie in the Seventeenth Judicial Circuit in and for Broward County, Florida.
9. Remedies. In the event of a violation of this Agreement, the City shall have the right to exercise any and all legal and equitable remedies available, including, without limitation, the right to sue for specific performance and/or file for injunctive relief.

[Remainder of page intentionally left blank]

EXHIBIT D

IN WITNESS WHEREOF, County has executed this Declaration on the day first above written.

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By: \_\_\_\_\_  
Joni Armstrong Coffey (Date)  
County Attorney

STATE OF FLORIDA )

COUNTY OF BROWARD )

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as Mayor or Vice-Mayor, who is personally known to me or who has  
produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public  
My Commission Expires:

**EXHIBIT D**

**EXHIBIT A**

Property  
(Legal Description)

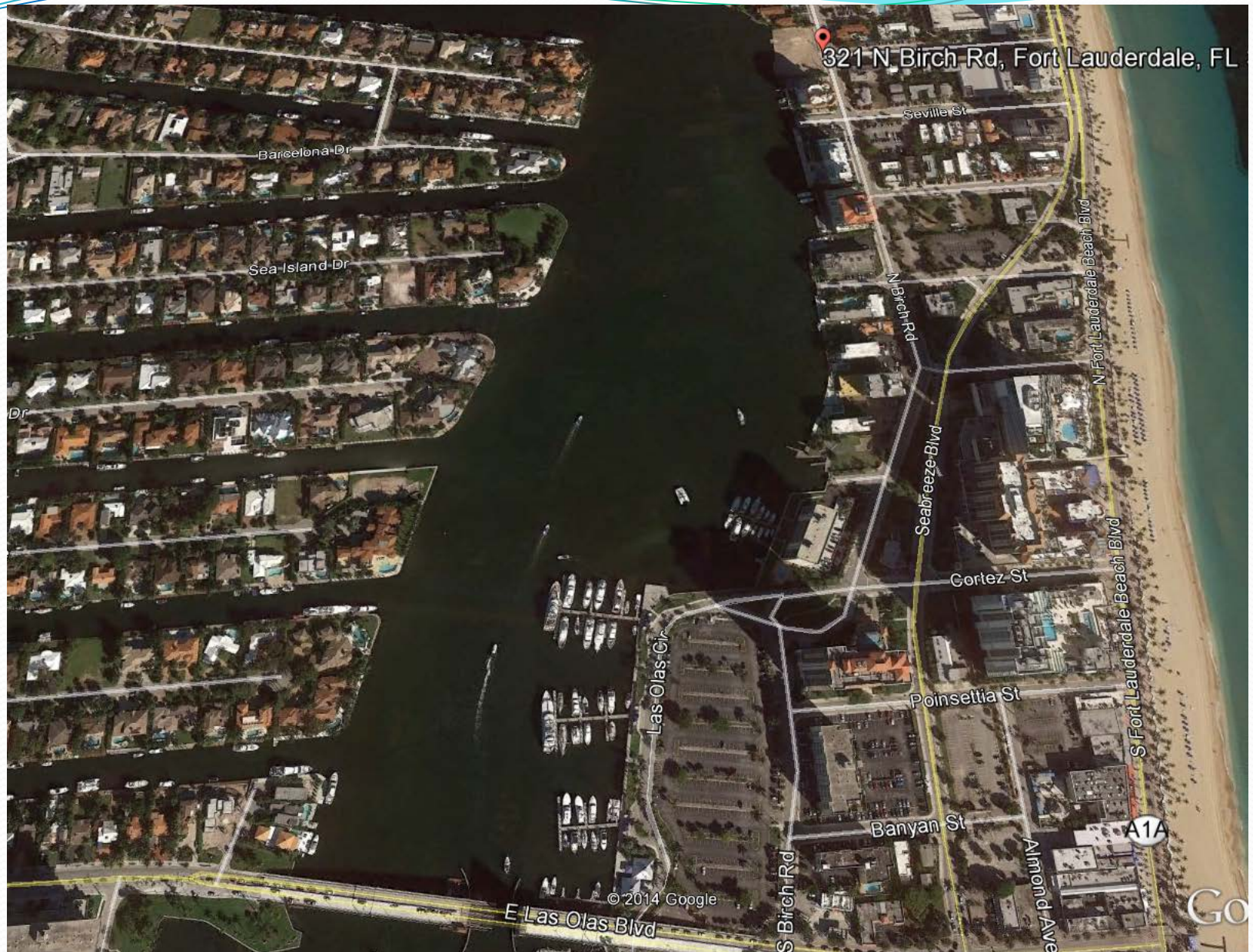
**Grand Birch, LLC**  
**321 N. Birch Road**

**Request for Waiver of Limitations**  
**Per ULDR Sections 49-19.3(d) and (e)**

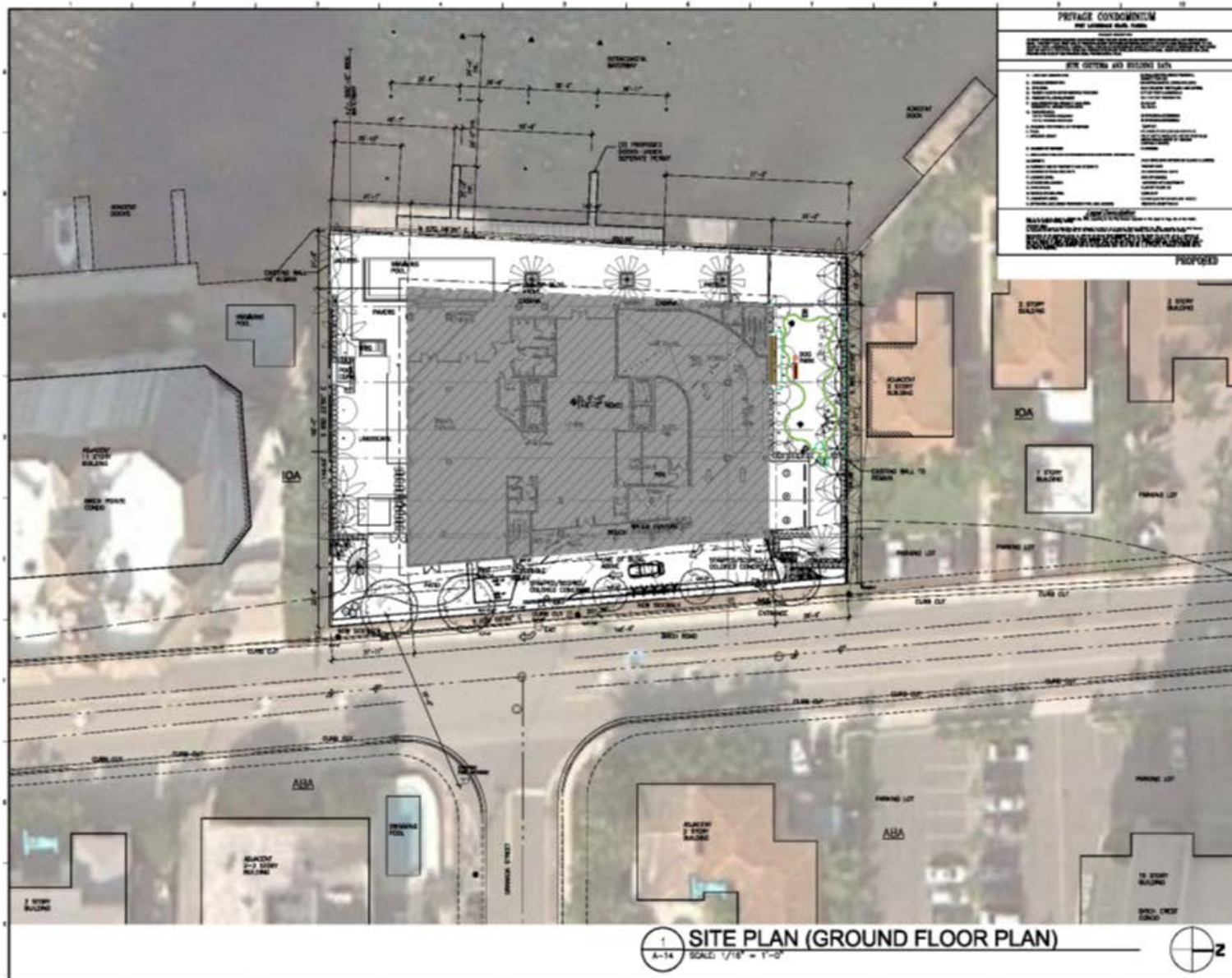

Presented By: Heidi Davis Knapik









[illegible]

**PROJECT DESIGN TEAM:**

**ARCHITECTS**  
ADDICK GROUP ARCHITECTS  
800 WEST 10TH AVE. SUITE 200  
FT. LAUDERDALE, FLORIDA 33304  
TEL: 760.464.4444 FAX: 760.464.4444  
WWW.addickgroup.com

**LANDSCAPE ARCHITECTS**  
WITTON DESIGN GROUP  
801 S. DUFF DRIVE  
FORT WORTH, TX 76104-3808  
TEL: 817.335.1100 FAX: 817.335.1100  
WWW.WITTONDESIGNGROUP.COM

**M.E.P. ENGINEER**  
TMS ENGINEERS  
800 S. JACKSON BLVD.  
SUITE 100, DALLAS, TEXAS  
TEL: 214.757.1000 FAX: 214.757.1000  
WWW.TMSENGINEERS.COM

**CIVIL ENGINEERS**  
TMS ENGINEERS - CONSTRUCTION &  
CONCRETE  
800 WEST 10TH AVE. SUITE 200  
FT. LAUDERDALE, FLORIDA 33304  
TEL: 760.464.4444

**CHENIERE**  
GRAND-BRÈCHE S.A.  
1000 GRAND-BRÈCHE, LUXEMBOURG  
LUXEMBOURG  
Tél. 00352 22 20 20 20  
Fax 00352 22 20 20 20

**PROJECT:**  
**PRIVAGE CONDOMINIUM**  
320 NORTH BIRCH RD.  
FT. LAUDERDALE, FL 33304  
NYC: LAUDER DCL MAP 7-01 B, LOT 1-14 BLOCK 2

ISSUED FOR: CITY COMMISSION  
DATE: 4/15/2013

[illegible]

**SHEET TITLE:**  
**SITEPLAN**  
**(GROUND FLOOR PLAN)**

[illegible]

DATE: 12/12  
SCALE: 1/8" = 1'-0"  
DRAWN BY: SH  
CHECKED BY: JS  
JOB NO.: 11214

SHEET NO.:  
**A-14**



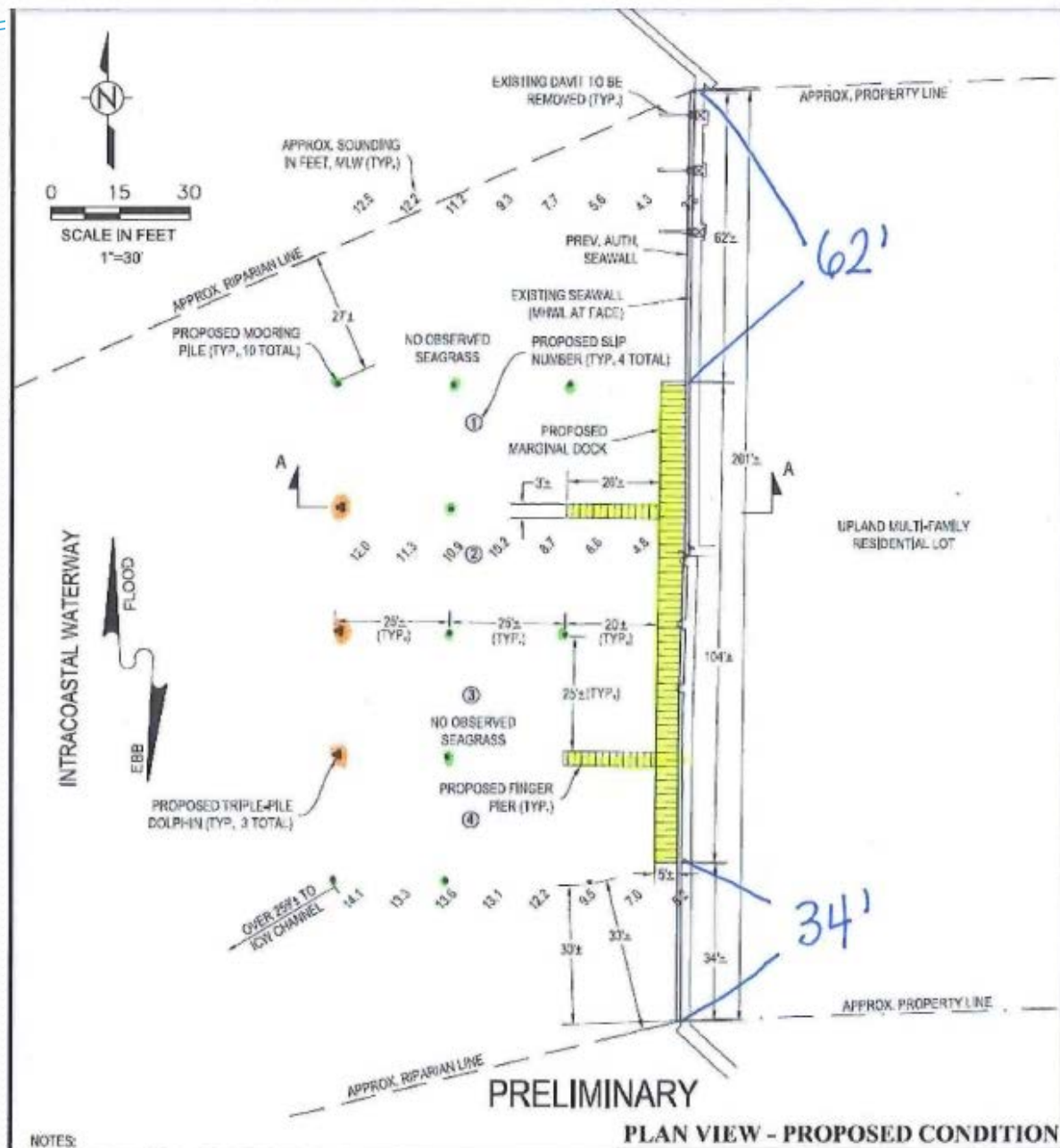


321 N Birch Rd, Fort Lauderdale, FL 33304, USA

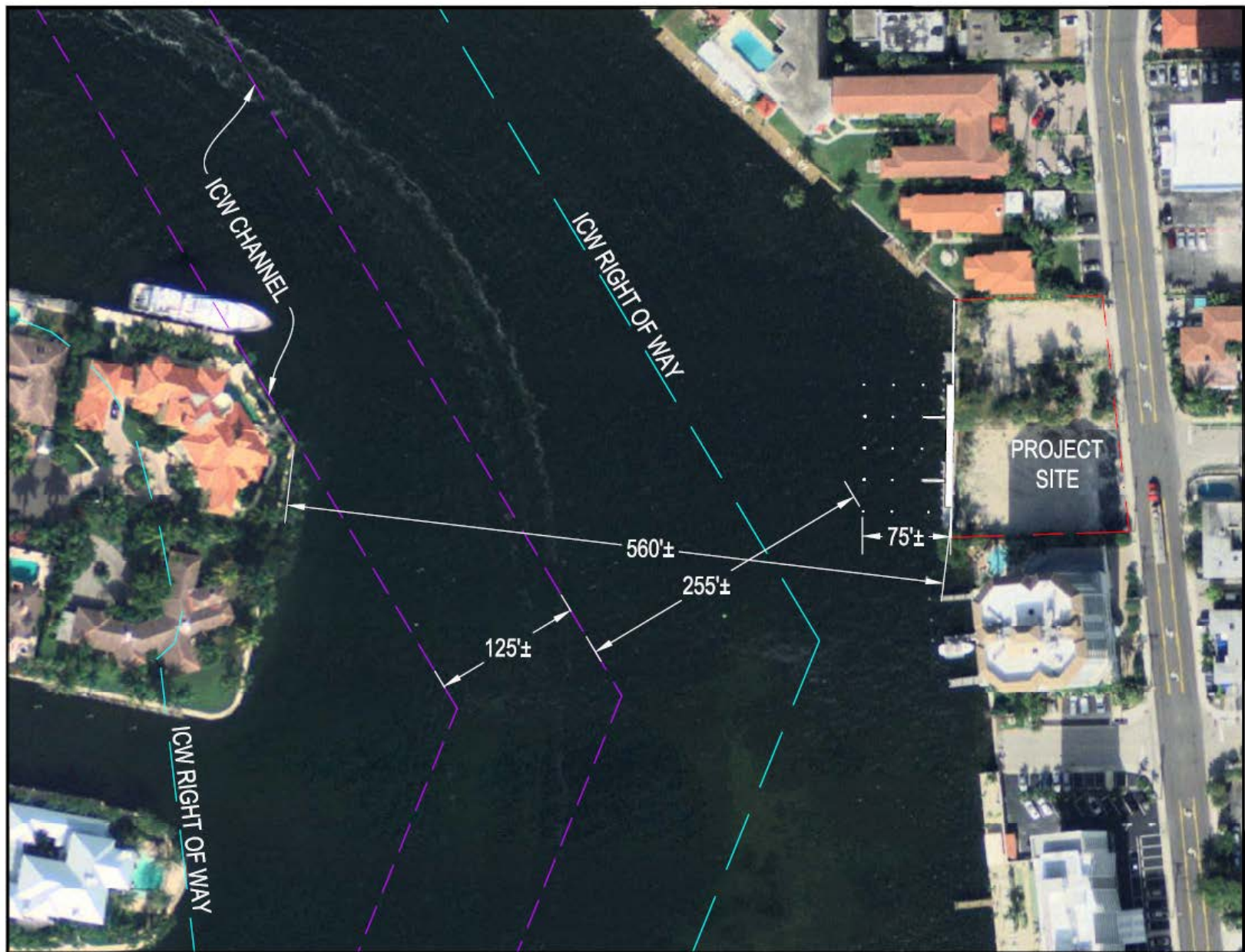
# Request for Waiver of Limitations

## ULDR Section 47-19.3.d and e

- Applicant requests a waiver of the Limitation to allow piles to extend into the ICW an additional 50 feet beyond the 25 foot limit for a total extension of 75 feet from the Property line.
- Request to allow 3 triple pile dolphin piles and 9 mooring piles to extend into the ICW 75 feet from the property line.
- Although **not** part of this Request for Waiver of Limitations, Grand Birch, LLC is also:
  - removing 2 existing marginal docks;
  - removing 3 existing davits;
  - installing a marginal dock (5' x 104' = 520 square feet); and
  - installing 2 finger piers (3' x 20' = 60 square feet each).

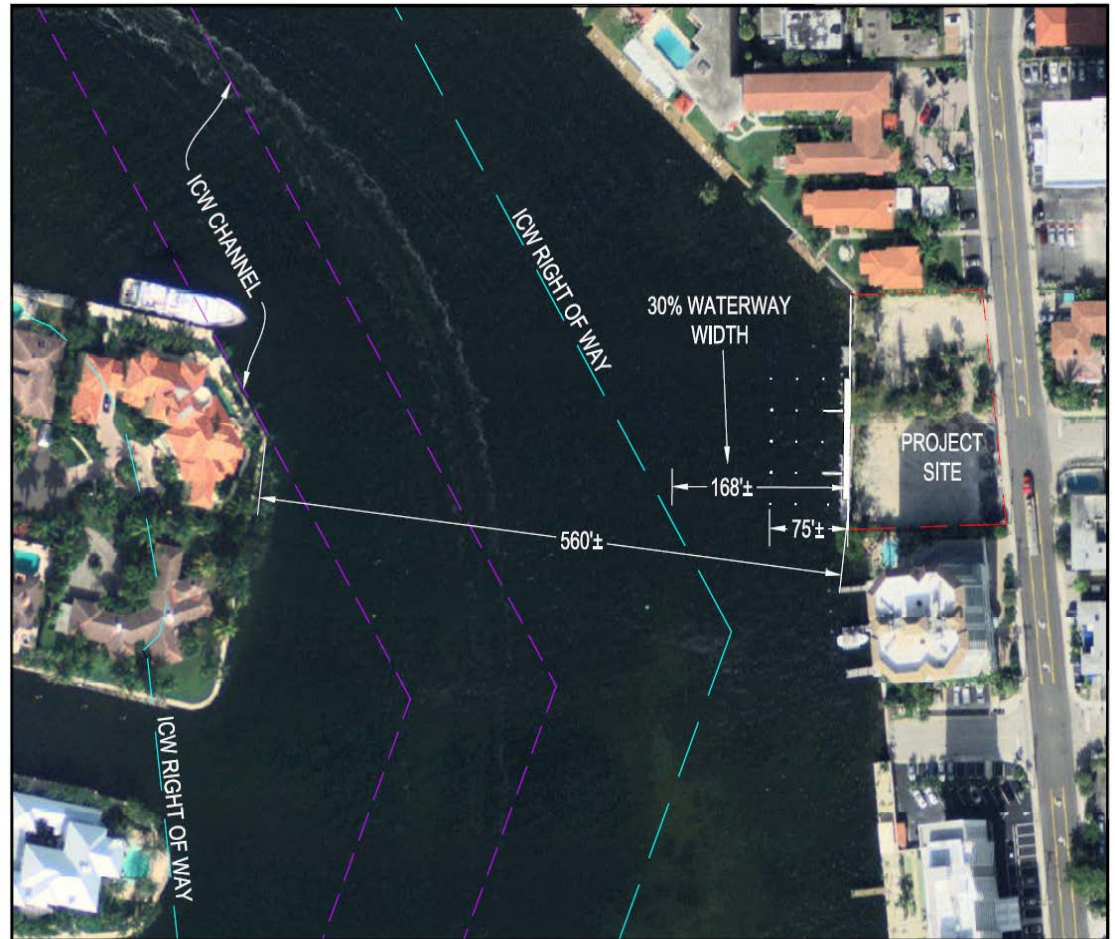






# Grand Birch

- Width of ICW is **560** feet.
- Outermost piles are 255 feet from ICW Channel.
- 30% of waterway width is 168 feet.
- Request is for piles to extend 75 feet or **13.39%** of waterway.



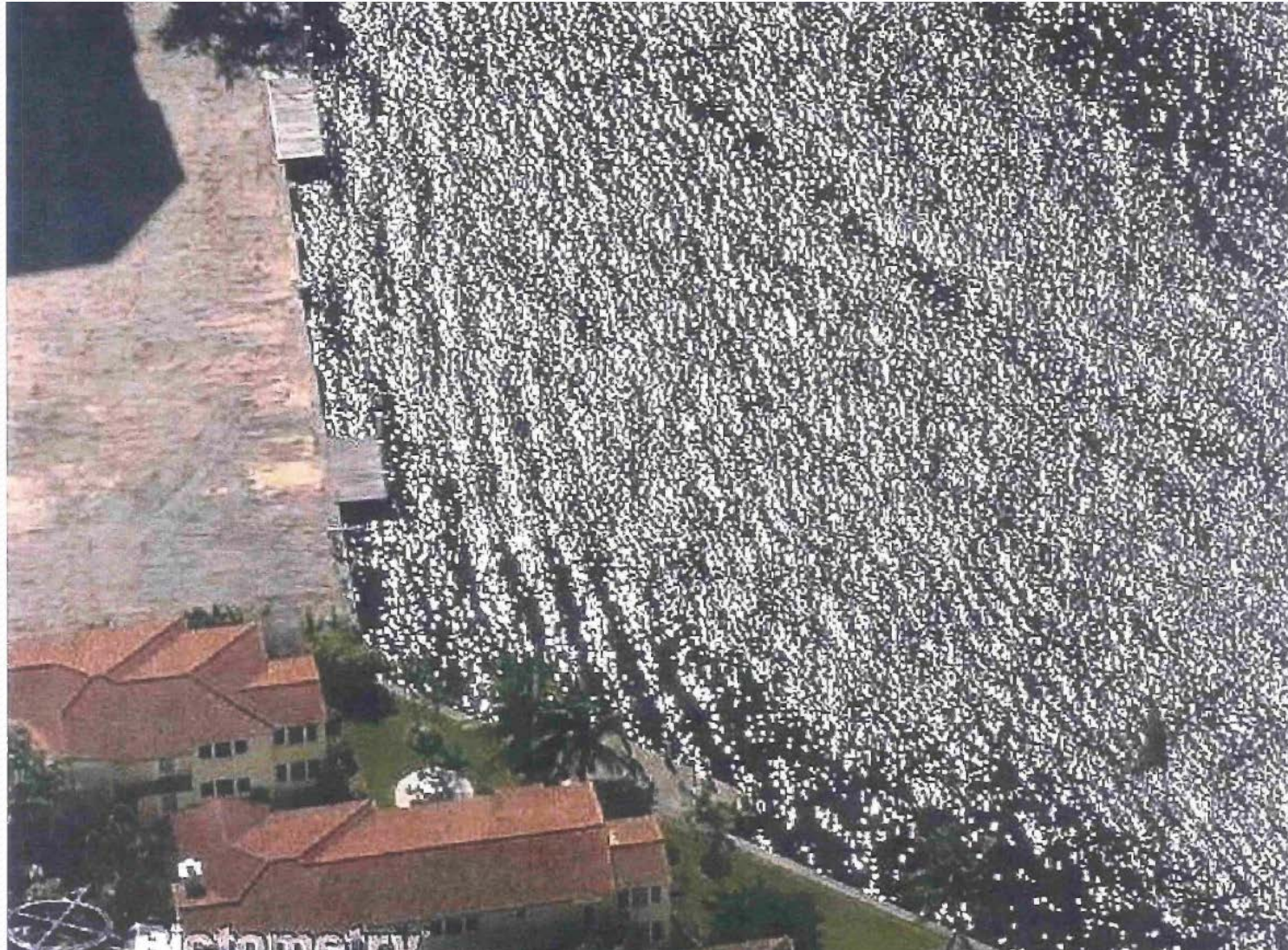
# Extraordinary Circumstances

- To properly protect, stabilize and secure vessels to withstand powerful elements of the ICW.
- The ICW has strong currents due to the geography and geometry of the area and site and without the piles, vessels will sustain damage.
- The damaging effect of excessive wakes and the high wave pitch coming from accelerating vehicles requires vessels to be properly secured to avoid damage.
- The wide ICW water body produces strong winds during storm events. Vessels tied with bow lines to piles can be safely moored in storms or high wind events.



# Extraordinary Circumstances

View to south showing strong currents and wave action  
against Grand Birch shoreline



# Conclusions

- The proposed application complies with ULDR Section 47-19.3(d) and (e):
  - Piles will not exceed 30% of the width of the ICW – only 13.37% of the waterway width.
  - The piles will not adversely impact the navigation of vessels nor create a hazard to navigation.
  - Only dolphin and mooring piles to extend an additional 50 feet – no docks, finger piers or other large structures will extend beyond 25’.
  - All Federal, State and Broward County permit, licenses have been approved and issued.
  - ACOE, DEP and Broward County determined that proposed piles will not create a hazard or obstruct navigational waters or adversely affect environmental or natural resources.
  - Marine Advisory Board overwhelmingly approved request.

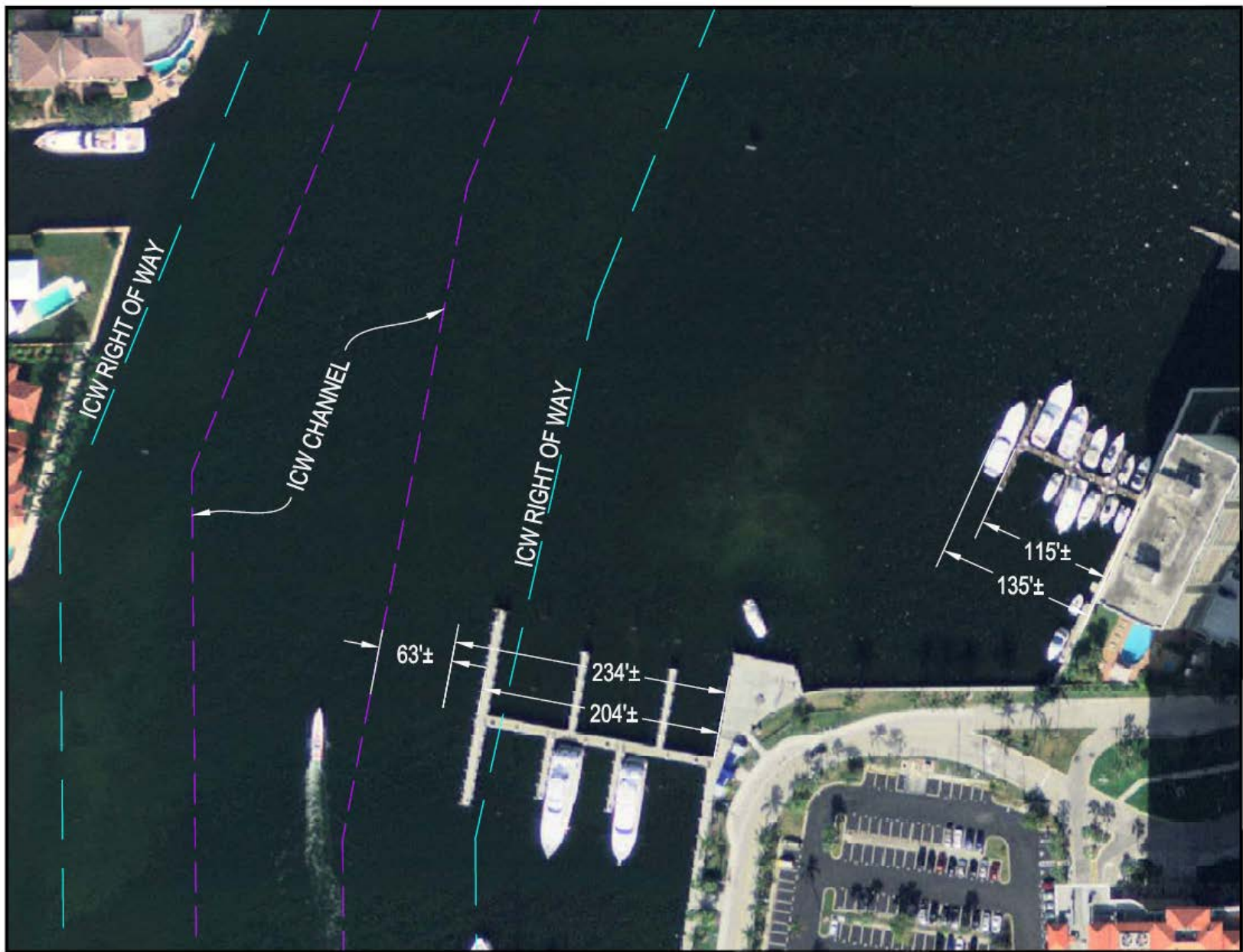
# Grand Birch, LLC

Application Request for Waiver of Limitations

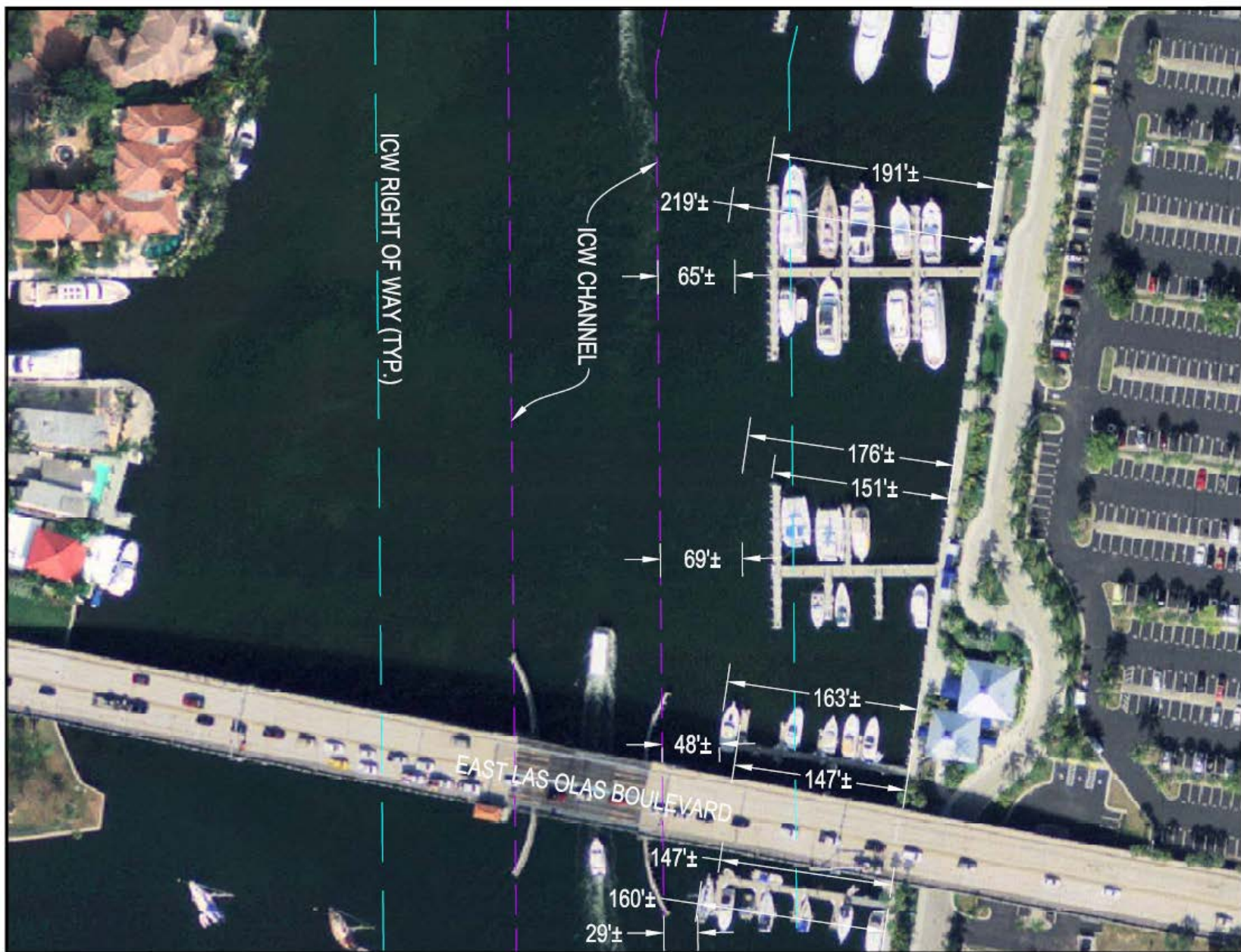












# Envirocare, Inc. - President Susan Engle

- Susan Engle Credentials:
  - Over 27 years of environmental marine permitting and construction experience.
  - Broward County Commissioner for the Florida Inland Navigation District (oversees the management of the Atlantic Intracoastal Waterway) appointed by Governor Jeb Bush.
  - FIND Commissioner and Treasurer active in lobbying to secure federal funding for the U.S. Army Corps of Engineers
  - President and member of the Board of Directors for the Marine Industries Association of South Florida

## Envirocare, Inc. - President Susan Engle

- Upon review of the Grand Birch application and request for Waiver of Limitations, the following are the conclusions and recommendations:
  - Grand Birch's application for Waiver of Limitations satisfies the criteria under ULDR Sec. 47-19.3(d) and (e).
  - Grand Birch application meets and exceeds the Marine Advisory Board purposes to study and recommend navigationally safe operational projects.
  - All required Federal, State and County approvals were obtained.
  - Grand Birch application should be **APPROVED**.





