

City of Fort Lauderdale

*City Hall
100 North Andrews Avenue
Fort Lauderdale, FL 33301
www.fortlauderdale.gov*



Meeting Minutes - APPROVED

Tuesday, October 6, 2015

1:30 PM

City Commission Conference Room

City Commission Conference Meeting

FORT LAUDERDALE CITY COMMISSION

JOHN P. "JACK" SEILER Mayor - Commissioner
ROBERT L. McKINZIE Vice Mayor - Commissioner - District III
BRUCE G. ROBERTS Commissioner - District I
DEAN J. TRANTALIS Commissioner - District II
ROMNEY ROGERS Commissioner - District IV

LEE R. FELDMAN, City Manager
JOHN HERBST, City Auditor
JEFFREY A. MODARELLI, City Clerk
CYNTHIA A. EVERETT, City Attorney

Meeting was called to order on Tuesday, October 6, 2015 at 1:30 p.m. by Mayor Seiler.

ATTENDANCE ROLL CALL

Present: 5 - Mayor John P. "Jack" Seiler, Vice-Mayor Robert L. McKinzie, Commissioner Bruce G. Roberts, Commissioner Dean J. Trantalis and Commissioner Romney Rogers

Also Present: City Manager Lee R. Feldman, City Auditor John Herbst, City Clerk Jeffrey A. Modarelli, City Attorney Cynthia A. Everett and Sergeant At Arms A. Soloman

No public comments were submitted by email regarding this meeting.

CITY COMMISSION REPORTS

Events and Matters of Interest

Members of the Commission announced recent and upcoming events and matters of Interest.

Shippey House Fundraising Goals

Commissioner Rogers noted that the Shippey House met their fundraising goals. Jacquelyn Scott, President of Friends of Shippey House, spoke and thanked Commissioner Rogers and Commissioner Trantalis for their support.

Letter from the Lauderdale Isle Civic Association

Commissioner Rogers asked City Manager Feldman to send a letter to the County and FAA inquiring about unresolved issues being brought forth by the Lauderdale Isles Civic Association. City Manager Feldman commented that he will have staff review so specific issues can be addressed. A discussion ensued between the Mayor, City Manager and Commissioners in regards to flight path over this area.

Graffiti

Commissioner Rogers relayed that his residents noted an increase in graffiti appearing on real estate and construction signs. Commissioner Rogers asked City Manager Feldman to reach out to the police department and advise the Code Department so they can ask sign owners to address the graffiti on their signs.

King Tides

Commissioner Rogers brought up the issue of King Tides and asked City Manager Feldman about the valves. City Manager Feldman did not know off hand. A discussion ensued between the Commissioners and Mayor regarding projects currently in place to address this issue.

Lauderdale Isles Waterway Cleanup

Commissioner Rogers noted the Lauderdale Isles Waterway Cleanup project was a success.

Operation Lift Hope

Commissioner Rogers and Mayor Seiler attended this event. Commissioner Rogers noted this was a very positive event for the community.

Seventh Annual Fire Expo

Commissioner Rogers, Vice Mayor McKinzie and Commissioner Trantalis attended the Seventh Annual Fire Expo and noted it was a positive event for the community.

Neighborhood Crime Meeting

Commissioner Rogers commented on the Joint meeting District 3 and 4 Neighborhood Crime Meeting. He noted good attendance and questions.

Swatch Beach Volleyball

Vice Mayor McKinzie said that it was a world class event. This event did not impact traffic or parking. The Mayor added that the excitement at this event was amazing.

Starlight in Holiday Park

Vice Mayor McKinzie promoted an event with iTunes at Holiday Park in which included live performances.

Commissioner Trantalis Events Attended

Commissioner Trantalis attended events at the Barcelona Trade Mission and Warsaw Street Coffee Company

Commissioner Trantalis Upcoming Events

Café Cerviche, Joint Commissioner Workshop with the Beach Redevelopment Board, Meet and Greet with Senator Maria Sacks, Broward County for Higher Education Block Party, Tribute to former Commissioner and Vice Mayor Carlton Moore, monthly neighborhood crime meetings, Gay Pride Events.

Mercantile Power

Commissioner Trantalis and the Mayor attended the grand opening and ribbon cutting for this event.

Short Term Rentals Town Hall Meeting

Commissioner Roberts and Commissioner Trantalis participated in this event regarding short term rentals.

Remembrance Ceremony

Commissioner Trantalis and Mayor Seiler attended a September 11th remembrance ceremony at the Fort Lauderdale Fire and Safety Building.

Airport Customs Facility

Commissioner Trantalis, Commissioner Roberts and Mayor Seiler attended the ribbon cutting ceremony at the airport and noted that it was a well-attended event.

Sistrunk Park

Commissioner Trantalis noted problems and increased robberies in this area and suggested that lighting is a contributing factor. A discussion ensued between the City Manager and Mayor in regards to this issue.

Police Issues

Commissioner Trantalis discussed issues surrounding the non-emergency police number.

Crime and Policing

Commissioner Trantalis suggested a discussion in regards to neighborhood policing at some point with the Commission. Commissioner Roberts, Commissioner Rogers and Vice Mayor McKinzie elaborated on this item.

Police Cars in Wilton Manors

Commissioner Trantalis noted numerous police cars responding to a carjacking in Wilton Manors. He felt that there were too many police cars involved in this situation. City Manager Feldman, Commissioner Roberts and Commissioner McKinzie commented.

Meeting with Palm Aire Homeowners Association

Commissioner Roberts had his third meeting with the Palm Aire Homeowners Association and. The Mayor commended Commissioner Roberts and Staff for continued work on this project.

Annual Website Award

Commissioner Roberts commented on the city winning the annual website award.

Symphony on the Waterway

Commissioner Roberts and Mayor Seiler attended an event there.

Pete Witschen Memorial

Commissioner Roberts attended a memorial for the late Pete Witschen.

Public Safety Consolidated Communication System

Commissioner Roberts and City Manager Feldman made appointments to meet with county commissioners in regards to the Public Safety Consolidated Communication System.

Washington Summit

Commissioner Roberts commented that he Mayor Seiler and Commissioner Trantalis attended a summit in Washington D.C.

Sales Tax Discussion

Commissioner Roberts was asked to participate in a discussion for the proposed impending sales tax with the county. A discussion ensued between the Commission regarding this issue.

Galt Ocean Mile Association Meeting

Commissioner Roberts and City Manager Feldman attended the monthly Galt Mile Association meeting which addressed the Federal Beach Renourishment Project. A conversation ensued.

Events Attended by Mayor Seiler

The Mayor attended Operation Lift Hope, an incredible event that raised over a million dollars for homeless veterans. Mayor Seiler attended a seminar with the Association of Climate Change Officers. The Mayor also recognized the volunteers associated with the City, and gave accolades to those associated with the Washington Summit, he also commented on the Pink Drive project that City staff participated in with auto nation and gave credit to staff for their work on the project.

Mayor Seiler Upcoming Events

October 14th, 2015, Village Square, Broward Center for Performing Arts will hold a workshop on Cuban policy. A discussion took place regarding adding a Cuban Consulate to Fort Lauderdale.

CONFERENCE REPORTS

CF-1 15-0660 Lien Settlements - WaterWorks 2011

No Discussion.

CF-2 15-1182 Shippey House Update

Genia Ellis gave a status update in regards to the Shippey House Fundraising effort.

OLD/NEW BUSINESS

BUS-1 15-1257 Vacation Rental Registration Ordinance Review

Mark Robinson, from New York, New York, addressed the Commission with his comments, questions and concerns in support of this item and asked questions regarding the proposed ordinance. City Manager Feldman, Mayor Seiler and City Auditor Herbst responded to his questions.

Walter Cunningham, resident of Boynton Beach, addressed the Commission with his comments, questions and concerns on this item.

J.B Remond, resident of the City, addressed the Commission with his comments, questions and concerns in support of this item.

Lars Heldre, resident of Boca Raton, addressed the Commission with his comments, questions and concerns in support of this item.

Matt Pearlman, resident of the City, addressed the Commission with his comments, questions and concerns on this item.

Kristy Armada, Esq., representing Jim Ellis, addressed the Commission with his comments, questions and concerns in support of this item.

Jim Jackson, resident of the City, addressed the Commission with his comments, questions and concerns in opposition to this item. Jenni Morejon, Director of Sustainable Development and Assistant City Attorney D'Wayne Spence addressed concerns voiced by Mr. Jackson.

Bill Bohler, resident of the City, addressed the Commission with his comments, questions and concerns in support of this item.

Hugh Chappell from the Las Olas Isles Homeowners Associations addressed the Commission with his comments, questions and concerns in opposition to this item.

At 3:59 p.m., Mayor Seiler left the meeting and handed over the gavel to Vice Mayor McKinzie.

Jack Rettig, resident of the City, addressed the Commission with his comments, questions and concerns in support of this item.

Charles King, resident of the City, addressed the Commission with his comments, questions and concerns on this item.

Dwight Ledbetter, resident of the City, addressed the Commission with his comments, questions and concerns in support of this item.

Camille Fenn, resident if the City, addressed the Commission with his comments, questions and concerns on this item.

Commissioner Trantalis voiced his concerns in regards to the enforcement challenges of this proposed ordinance and the need to strengthen the enforcement provisions. He felt that the Police Department and Code Enforcement is given the authority to shut down violators. The Commission discussed possible penalties for violators. The biggest concern is short term vacation rentals and how to shorten the due process for violators. A discussion took place on shortening the special magistrate process as to not slow down due process of ordinance violators. Assistant City Attorney D'Wayne Spence and City Attorney Cynthia Everett elaborated on the enforcement process.

Mayor Seiler rejoined the meeting at 4:28 p.m.

City Manager Feldman and the Commission discussed an alternative to allow for a civil citation to be issued to the owner of the property in which the violation occurred. The Commission agreed this would be a good amendment to the proposed ordinance. Commissioner Roberts also asked City Attorney Cynthia Everett to review additional issues such as the "shall" "versus" "may" clause, within the article concerning vehicles within the driveway, and the terminology surrounding rentals to a sexual predator, and fire alarm compliance. The Mayor and City Manager continued to discuss specific building code issues related to this item and the compliance time frame that should be allotted, and the enforcement. The Commission agreed to the date of April 1, 2016 in regards to compliance from the date of enactment. Suspension time for violators of the ordinance will be 60 days, after four reported issues, the suspension time will be- 6 months. The Mayor encouraged the public to use *Lauderserv* to report violators.

BUS-2 15-0589 City-wide Sidewalk Inspection and Management System Repair
Priority Plan
Deferred

BUS-3 15-1224 FY 2016 State Legislative Priorities and Appropriation Requests

City Manager Feldman, Mayor Seiler, Emilie Smith, Budget Manager, and the Commission came to a consensus on items that need to be added and changed.

Charles King, resident of the City, addressed the Commission with his comments, questions and concerns on this item.

BUS-4 15-1234 Administrative Fee for Large Scale Events

Commissioner Rogers and Commissioner Trantalis expressed concerns with this item. Mayor Seiler recommended that this be deferred for further discussion at the Regular Commission Meeting.

BUS-5 15-1255 Public Affairs Informational Presentation - New Ways to Communicate

Deferred.

BUS-6 15-1159 Sustainability Advisory Board Communication on Expanded Polystyrene

A discussion ensued between the Mayor and the Commission with regard to the enforceability of Sustainability Advisory Board's suggestions. City Attorney Cynthia Everett stated would research this issue and get back to the Commission.

BUS-7 15-1292 Nomination of Neighbor to Represent the City at the United Way of Broward County's 2015 Mayors' Gala

The Commission discussed potential nominations for this award. Ray Ferraro was nominated as the primary representative and Roy Kraus as an alternate.

Mayor Seiler recessed the Conference meeting at 5:32 p.m.

EXECUTIVE CLOSED DOOR SESSION

15-1291

Mayor Seiler announced the City Commission's Executive Closed Door Session pursuant to Florida Statute, Section 286.011(8) concerning:

Stephanie Thompson v. City of Fort Lauderdale Case No.: 14-000895 (21)

Mayor Seiler announced those who will be in attendance as:

Mayor John P. "Jack" Seiler
Vice Mayor and Commissioner Robert McKinzie
Commissioner Dean Trantalis
Commissioner Romney Rogers
Commissioner Bruce G. Roberts
City Manager Lee R. Feldman
City Attorney Cynthia A. Everett
Assistant City Attorney Alain Boileau
Daughters Court Reporting Service

BOARDS AND COMMITTEES

BD-1 15-1266 Board and Committee Vacancies

Please see Regular Meeting Item R-1

BD-2 15-1267 Communications to the City Commission

See Regular Meeting

CITY MANAGER REPORTS

See Regular Meeting

*City Commission Reports -
ROBERTS
provided at Conf Meeting
by Lee Feldman*

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF FORT LAUDERDALE

relating to the

BROWARD COUNTY, SEGMENT II,
SHORE PROTECTION PROJECT

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY,"

AND

CITY OF FORT LAUDERDALE, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "CITY."

WHEREAS, this Agreement is entered into pursuant to Chapter 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, since the inception of the Beach Management Program in the late 1960s, COUNTY has acted as the local sponsor for the U.S. Army Corps of Engineers ("Corps") Shore Protection Program through Interlocal Agreement; and

WHEREAS, the United States, the State of Florida, COUNTY, and CITY intend to engage in a cooperative effort to restore and replenish the beach within CITY and in other locations through a Shore Protection Project, hereinafter called PROJECT, as more particularly described in Exhibit "A," attached hereto and incorporated herein; and

WHEREAS, the State of Florida has committed Ten Million Four Hundred Thirty-three Thousand and 00/100 Dollars (\$10,433,000.00) ("STATE Contribution"), and COUNTY has committed Ten Million One Hundred Thousand and 00/100 Dollars (\$10,100,000.00) ("COUNTY Contribution") to the PROJECT to defray PROJECT costs; and

WHEREAS, COUNTY has sought reimbursement from the Corps pursuant to a Project Partnership Agreement, along with additional State funding, to defray PROJECT costs ("FEDERAL Contribution"); and

- 1.3 COUNTY shall ensure that the PROJECT is constructed so that all sand placed onto the beach is beach-compatible sand in accordance with the approved technical and environmental documents for the PROJECT.
- 1.4 COUNTY shall provide CITY access to all records and shall allow the audit of any books, documents, and papers associated with the PROJECT.
- 1.5 CITY shall reimburse COUNTY for CITY's apportioned share of the cost of the PROJECT, as set forth in Section 3.1. CITY shall be responsible in its apportioned share, as set forth in Section 3.1, for any obligations, financial or otherwise, imposed on COUNTY by the State or federal government as a result of COUNTY's construction, operation, maintenance, and monitoring of the PROJECT.

→ 1.6 In accordance with Section 402 of the Water Resources Development Act of 1986 (33 U.S.C. 701b-12), as amended, CITY shall prepare a floodplain management plan within one (1) year after the effective date of this Agreement and shall implement such plan not later than one (1) year after completion of construction of the PROJECT. The plan shall be designed to reduce the impacts of future flood events in the PROJECT area, including, but not limited to, addressing those measures to be undertaken by nonfederal interests to preserve the level of flood protection provided by the PROJECT. CITY shall provide an informational copy of the plan to COUNTY upon its preparation.

→ 1.7 CITY shall prevent obstructions or encroachments on the PROJECT (including prescribing and enforcing regulations to prevent such obstructions or encroachments) such as any new developments on PROJECT lands, easements, and rights-of-way or the addition of facilities which might reduce the level of protection the PROJECT affords, hinder operation and maintenance of the PROJECT, or interfere with the PROJECT's proper function.

- 1.8 Except as set forth in Sections 1.5, 1.6, and 1.7 above, CITY shall have no duties, obligations, or responsibilities of any nature with respect to the construction of the PROJECT.

ARTICLE 2

TERM OF AGREEMENT

- 2.1 The term of this Agreement shall begin upon execution by COUNTY and, unless terminated by either party sooner pursuant to Article 6, shall terminate on December 31, 2021. Notwithstanding the termination of this Agreement, COUNTY shall reimburse CITY for any State or federal funding for the PROJECT received after the termination date, consistent with Section 3.1, up to the Cost Share Participation amount set forth in 3.1. The continuation of this Agreement

following formula:

→
$$[(.10 \times \text{PROJECT Costs}) - (.33 \times \text{COUNTY Contribution})] \times \text{CITY's Proportionate Share} = \text{Cost Share Participation.}$$

*No provision
for different
treatment in
the future.*

As beach renourishment projects are anticipated to be an ongoing and recurring expense, a minimum participation of ten percent (10%) gives all parties a vested interest in current and future projects. Any STATE or FEDERAL Contribution that would cause CITY reimbursement to be less than the Cost Share Participation shall be retained by COUNTY for future beach renourishment purposes.

→ 3.2 Any excessive costs, to be solely determined by COUNTY, resulting from onerous or impractical conditions placed on the PROJECT by CITY, will be the financial responsibility of CITY, and shall be reimbursed promptly following written notice of excessive cost by COUNTY. Excessive costs will be determined by COUNTY after reviewing the change of PROJECT construction at the direction of CITY.

→ 3.3 As a result of damage to the beach within CITY's boundaries caused by Hurricane Sandy, the parties have incurred additional costs for the A1A Emergency Beach Repairs. The total cost of the A1A Emergency Beach Repairs was One Million Two Hundred Forty Thousand Three Hundred Twenty Two and 79/100 Dollars (\$1,240,322.79) ("A1A Costs"). COUNTY agrees to fund sixty-seven percent (67%) of the A1A Costs, or Eight Hundred Thirty-one Thousand Sixteen and 27/100 Dollars (\$831,016.27), and CITY agrees to fund thirty-three percent (33%) of the A1A Costs, or Four Hundred Nine Thousand Three Hundred Six and 52/100 Dollars (\$409,306.52). CITY previously paid Two Hundred Five Thousand Eight Hundred Seventeen and 00/100 Dollars (\$205,817.00) of the A1A Costs for design work and COUNTY paid the balance of the A1A Costs of One Million Thirty Four Thousand Five Hundred Five and 79/100 Dollars (\$1,034,505.79) for sand delivery, grading, tiling, monitoring and testing. On October 15, 2016, CITY shall reimburse COUNTY for the balance of its share of the A1A Costs of Two Hundred Three Thousand Four Hundred Eighty Nine and 52/100 Dollars (\$203,489.52).

3.4 METHOD OF BILLING AND PAYMENT

3.4.1 CITY Reimbursement payments shall be made in three (3) equal yearly payments. Commencing on October 15, 2016, and each October 15th for two (2) years thereafter, COUNTY shall submit an original invoice plus one (1) copy to CITY for payment in accordance with Section 3.1 above.

3.4.2 No later than November 15, 2016, and no later than each November 15th for two (2) years thereafter, CITY shall submit payment in accordance with Section 3.1 above.

CITY in proportion to its anticipated volume, as described in Section 3.1 of this Agreement. After COUNTY has provided notice to CITY of commencement of or has commenced the PROJECT on the beach within CITY's jurisdiction, CITY shall not be entitled to terminate this Agreement. Notwithstanding the termination of this Agreement, COUNTY shall reimburse CITY for any State or federal funding for the PROJECT received after the termination date, consistent with Section 3.1. COUNTY may terminate this Agreement at any time for cause for reasons including, but not limited to, CITY's violation of Sections 1.5, 1.6, and 1.7. The obligations of Sections 1.5, 1.6, and 1.7 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 7

MISCELLANEOUS

→ 7.1 DONATION OF BEACH COMPATIBLE SAND FROM THE FAIRWINDS PROJECT

A new development project known as "Fairwinds" (f/k/a Ireland's Inn, 2200 North Atlantic Boulevard) has been approved by CITY and is anticipated to commence construction within the term of this Agreement. Fairwinds is a 4.55 acre beachfront mixed-use, twenty-two (22) story project consisting of one hundred seventy-one (171) residential units and health spa with five hundred eighty-eight (588) subterranean garage spaces.

The Developers of Fairwinds Project anticipate excavating 90,000 cubic yards of sand that is thought to be compatible with the beach sand to be used in the PROJECT. The Developers of Fairwinds Project have offered to donate the beach compatible sand to CITY to be used in CITY's portion of the PROJECT on the condition that CITY receive credit from COUNTY as to the value of the sand so donated to CITY's portion of the PROJECT. To that end, the parties agree to negotiate in good faith an agreement regarding the mechanisms or formula by which such a donation of beach compatible sand can be accepted for placement on CITY's portion of the PROJECT and the corresponding receipt of appropriate credits from COUNTY to CITY for the value of the sand so donated.

7.2 RESTORATION

If property damage is suffered within that portion of the beach within CITY in the performance of any work in connection with the PROJECT, COUNTY shall ensure that CONTRACTOR, promptly and with due diligence, fully restores that portion of the beach to the same condition that existed prior to the commencement of work under the PROJECT.

7.6 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

7.7 JOINT PREPARATION

The parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

7.8 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 7 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 shall prevail and be given effect.

7.9 JURISDICTION, VENUE, 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 acknowledge that jurisdiction of any controversies or legal disputes arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the State courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT.**

7.10 AMENDMENTS

The parties may amend this Agreement, including amendments to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by COUNTY and CITY or

7.16 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

7.17 EFFECTIVE DATE

Pursuant to Subsection 163.01(11), Florida Statutes, this Interlocal Agreement shall be effective upon filing of the fully executed Interlocal Agreement with the Clerk of the County for BROWARD COUNTY.

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT
LAUDERDALE RELATING TO THE BROWARD COUNTY, SEGMENT II, SHORE
PROTECTION PROJECT.

Attest:

City Clerk

By _____
Mayor-Commissioner

____ day of _____, 20__

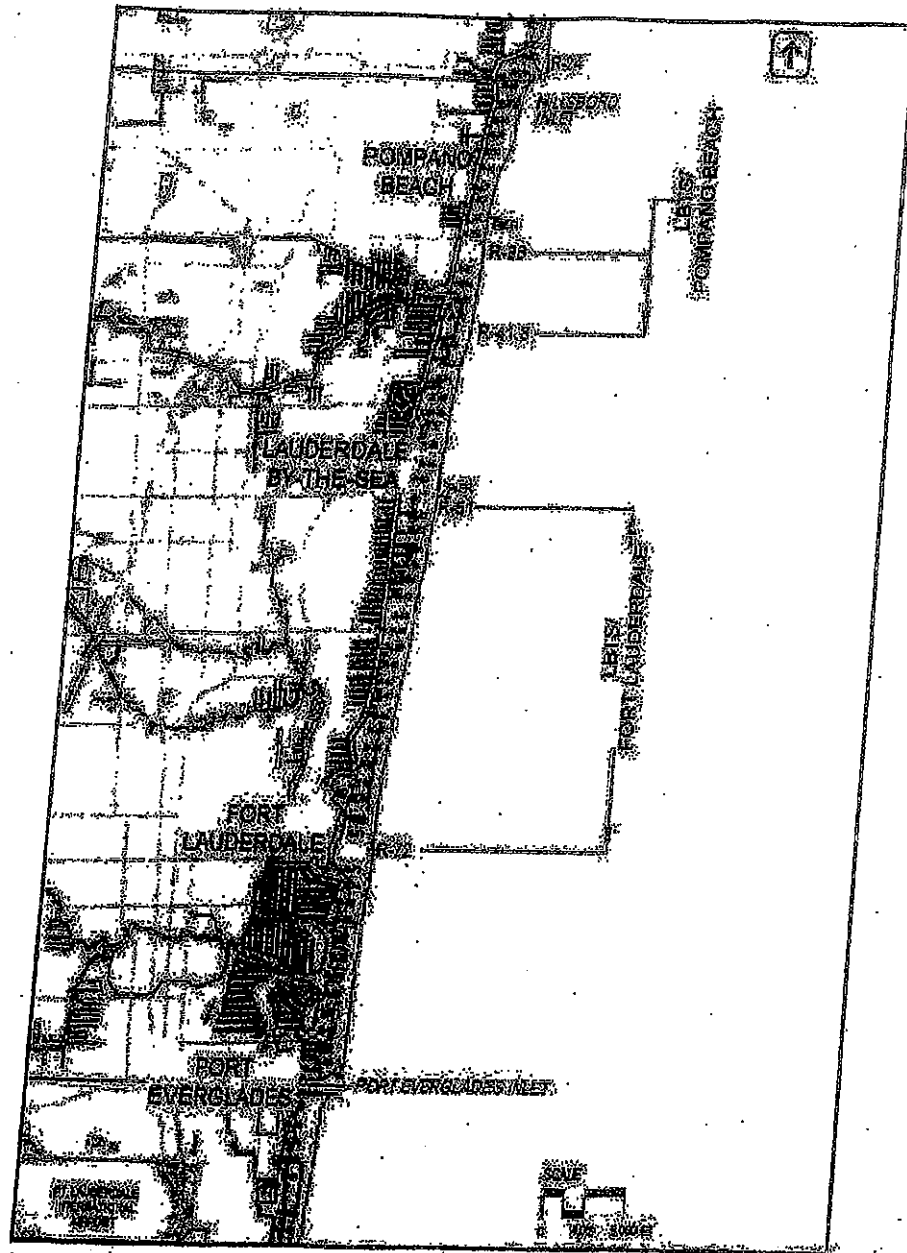
By _____
City Manager

____ day of _____, 20__

APPROVED AS TO FORM:

By _____
City Attorney

EXHIBIT A LOCATION MAP



BROWARD COUNTY
SHORE PROTECTION PROJECT
SEGMENT II
LOCATION MAP



TIM RYAN, Mayor

Board of County Commissioners District 7
115 S. Andrews Avenue • Fort Lauderdale, Florida 33301
(954) 357-7007

Dear Mayor,

The United Way of Broward County's Mayors' Gala has quickly become one of the finest events in our community, bringing together mayors, commissioners and city officials from across the county to join community business leaders and raise much-needed dollars. Those of you who attended last year's event know it was a beautiful evening and a great success, raising more than \$150,000 for our neighbors in need. I'm excited to announce that the 2015 Mayors' Gala will be held on Saturday, October 24, 2015 at the Greater Ft. Lauderdale/Broward County Convention Center.

This year's Mayors' Gala will align with the organization's MISSION UNITED initiative, which focuses on assisting Broward veterans as they re-acclimate to civilian life. To honor our local service men and women, the Mayor's Gala will include a **"Celebration of Service."** *To ensure your city is represented, I am asking each of you to submit an honoree who is military veteran of any branch and from any war.* The guidelines for nominations are open to interpretation and up to your discretion. Along with United Way of Broward County, I am excited to recognize the person(s) in your community who has demonstrated bravery and dedication through his or her service to our country. We encourage your residents to participate as well, so please feel free to put this on your city website, social media and at your community events and / or commission meetings. Attached is the nomination form. If you have any questions regarding the form or the Mayors' Gala in general, please call David Esposito at (954) 453-3725. All nomination forms must be received by Friday, August 21, 2015. Each honoree that is selected by our committee is expected to attend the Mayor's Gala, as he or she will be recognized during the event.

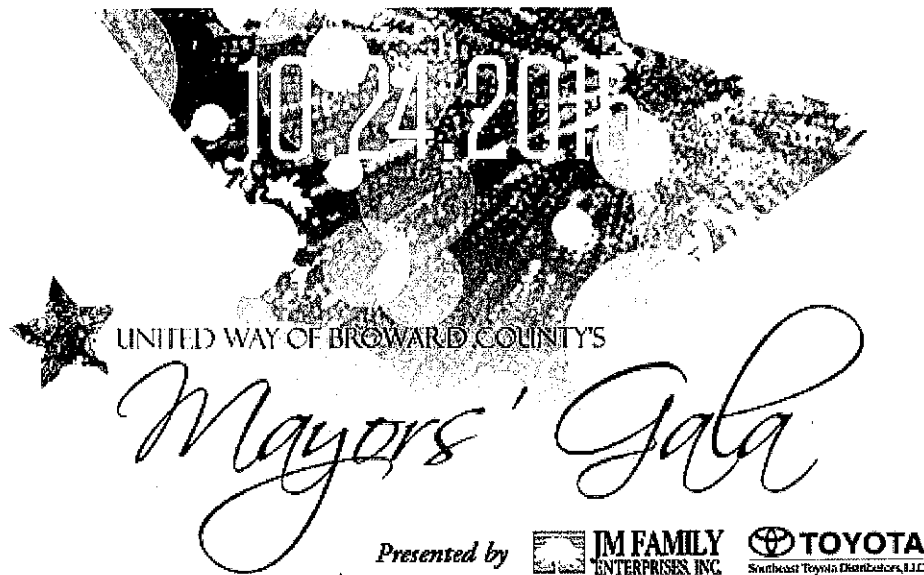
I look forward to joining forces with United Way of Broward County, an organization that champions the underserved and works to maintain a vibrant, striving community. With your support, the funds generated through the Mayors' Gala can change lives through programs such as MISSION UNITED, ReadingPals (one-on-one child mentoring) and Center for Working Families (helping families to earn, keep and grow their assets) among many, many others.

United Way of Broward County has created a special city price for a table of ten plus a full page ad for only \$1,750, which will also be host to your Veteran honoree and their guest. Please join myself and United Way of Broward County on Saturday, October 24, 2015 as we join forces to raise crucial finds and honor local veterans for their contributions and sacrifices for our country.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Ryan".

Tim Ryan
Mayor, Broward County
Commission District 7



2015 Mayors' Gala "Celebration of Service" Nomination Form

Award Purpose: To honor our local service men and women by recognizing a person from each city who has demonstrated bravery and dedication through his or her service to our country.

Nominee Requirements:

- Honorable Discharge
- current or past residents of Broward County
- Copy of DD214 (discharge papers)
- Headshot of Veteran
- Any special accommodations needed

Name of Veteran Nominee: _____
(Please enter name as it would appear in printed materials.)

Title of Nominee's Rank: _____

Which Era Served: _____

Nominee Home Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ E-mail: _____

Nominated by City: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ E-mail: _____

Additional Details of Event:

- 800-1,000 guests in Ballroom
- 10 seats per table
- Veteran and guest will sit at city table
- Attire: Black tie optional

**COMPLETED NOMINATION FORM MUST BE RECEIVED BY MAIL OR EMAIL BY
FRIDAY, AUGUST 21, 2015.**

If emailing, please complete ***and save*** this document and email as an attachment.

2015 Mayors' Gala, c/o United Way of Broward County
Ansin Building, 1300 S. Andrews Avenue, Fort Lauderdale, FL 33316
Email: desposito@UnitedWayBroward.org Web: www.unitedwaybroward.org/mayorsgala
954-453-3725

Rules, Conditions & Criteria: All nominees must be eighteen (18) years of age or older and a legal current or past resident of or employed in Broward County. Nomination forms and supporting materials become the property of United Way of Broward County (UWBC). Judges are selected by representatives of United Way of Broward County Mayor's Gala Committee and their decisions are final. All nominees must agree to permit broadcast and online advertising and publicity without further compensation.



**LAUDERDALE ISLES
CIVIC IMPROVEMENT ASSOCIATION, Inc.**

PO Box 121255, Fort Lauderdale, Florida 33312
www.ourlicia.com

Nonprofit
Organization
Since 1969

City Commission Report
**ALL
COMMISSIONERS
RECEIVED**

September 29, 2015

Mr. Lee Feldman
City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

2015 OCT - 6 AM 10: 21

CITY COMMISSION

Dear Mr. Feldman,

My name is Angelina Pluzhnyk Evans. I am the Chairperson of Lauderdale Isles Civic Improvement Association's Airport Noise Committee and I serve as a Member of BCAD's Airport Noise Abatement Committee.

This letter is in reference to your Memorandum No: 15-169 dated September 10th, 2015, and the article in the *Sun-Sentinel* from last Sunday, September 20th, 2015 based on it. That article is factually misleading, bordering on outright disinformation. Members of our Civic Association, including our President Dirk Lowry, have responded publicly to *Sun-Sentinel* editors and are in communication with the author of the article.

On April 13, 2015, Broward County Mayor Tim Ryan wrote to Mayor Jack Seiler, "I am pleased to report that these discussions appear to have been productive, and that the FAA is initiating changes to arrival and departure procedures that will keep the majority of arriving and departing crafts on a more narrow path until they reach a greater distance from the airport. In essence, aircrafts departing to both the east and west would not turn to the north or south until getting a greater distance from the airport that they currently have been."

In Memorandum No: 15-169 you indicate, "The City has been informed that the FAA has taken actions that will effectively reduce aircraft noise over the City by implementing new jet aircraft departure headings at FLL that became effective on August 3, 2015, based on the requests from Broward County."

You and the City Commission have been misled by the BCAD and the FAA. When the new runway headings were put in place by the FAA on August 3, they actually moved the departure corridor for westbound flights on the north runway even **CLOSER** to our neighborhood, to the northwest of FLL. That's right, instead of improving our situation, they made it worse by moving the corridor 5 degrees to the north. The noise in our area

The bottom line is that the claims by BCAD and the FAA that they have reduced noise may be true to the east, but they have actually increased noise in the west, and for no imaginable reason.

We continue to call upon the Mayor, City Commissioners, and the Staff of the City of Fort Lauderdale to pursue this issue by pressuring BCAD and the FAA to lessen the unnecessary aircraft noise levels in our western neighborhoods, as they have done for the neighborhoods to the east.

Sincerely,
Lauderdale Isles Civic Improvement Association

A handwritten signature in black ink, appearing to be 'AP Evans', written in a cursive style.

Angelina Pluzhynk Evans
Chairperson, LICIA Airport Noise Committee

The page shown below is from a presentation made by Winston Cannicle, Airport Noise Officer, at the BCAD Airport Noise Abatement Committee meeting on September 14, 2015.

It shows FLL Departures on July 18, 2015, which was before the August 3rd heading changes.

The departure headings of 270 and 285 were in use on this date. It can be plainly seen that:

- These headings keep the aircraft farther south of Lauderdale Isles than the new headings
- Even on this date, flights fly outside the designated corridor, and over northwest neighborhoods

***FLL Departures
July 18, 2015
Between 12am - 11:59pm***



BROWARD
COUNTY
FLORIDA