



**THE FIRST BI-ANNUAL  
BROWARD COUNTY/CITY OF  
FORT LAUDERDALE SUMMIT**

**AT THE  
BROWARD COUNTY  
GOVERNMENTAL CENTER**

**MAY 19, 2009  
12:00 PM**

**First Bi-Annual Broward County - City of Fort Lauderdale Summit**  
**Broward County Governmental Center**  
**Room 430**  
**May 19, 2009 - 12:00 PM**

**ROLL CALL**

**DOWNTOWN ISSUES**

1. Courthouse
2. South Florida East Coast Corridor Transit Study
3. The Wave

**INTERNATIONAL AIRPORT ISSUES**

**PORT EVERGLADES**

1. Eisenhower Drive
  - a. Short-term
    - i. Move the gates for special events
  - b. Long-term
    - i. Open the road/overpass
2. Northport Development of Regional Impact - Convention Center Hotel - Office Building

**ANNEXATION**

1. Boulevard Gardens
2. Broadview Park
3. Franklin Park
4. Roosevelt Gardens
5. Washington Park

**NORTHWEST ISSUES**

1. CRA Expansion
2. 7/9th Avenue Connector
3. NE 6 Street - Sistrunk Boulevard Streetscape and Enhancement Project

**BEACH ISSUES**

1. Renourishment
2. Sand Bypass

# **DOWNTOWN ISSUES**

**1**



**The First Bi-Annual Broward County/City of Fort Lauderdale Summit**  
**Broward County Governmental Center**  
**May 19, 2009**  
**12:00 PM**

**PROJECT:** Broward County Courthouse

**ISSUE:** Broward County proposed to construct a new Civil/Family Courthouse in downtown Fort Lauderdale. The County is seeking City cooperation/involvement in project approval.

**ATTACHMENTS:**

- Letter from Spillis Candela & Partners/Heery/Cartaya Joint Venture to Mayor Seiler 4/6/09
- Broward County Courthouse Task Force Meeting 4/3/09

Spillis Candela & Partners/ Heery/ Cartaya Joint Venture  
800 Douglas Entrance, North Tower, Second Floor  
Coral Gables, Florida, 33134  
T 305.444.4691 F 305.447.3580

April 6, 2009

Mr. Jack Seiler  
Mayor City of Fort Lauderdale  
City Hall  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301  
Tel. (954) 828-5003/5004  
[jack.seiler@fortlauderdale.gov](mailto:jack.seiler@fortlauderdale.gov)

Re: Broward County Civil/Family Courthouse

Dear Mr. Seiler,

Thank you for your support for the new Civil/ Family Courthouse at last week's Task Force meeting. Having your presence on the committee is a huge asset for what will be a very large project for both the City and the County. As requested, we have outlined what issues we may have with expediting the Courthouse project with the City of Fort Lauderdale.

Based on previous conversations our team has had with the South Florida Regional Planning Council, we believe that the project will require a substantial deviation to the original Developments of Regional Impact (DRI), Ordinance C89-95 adopted by the City of Fort Lauderdale in September 1989. At this time, our application would include the 675,000 S.F. new Courthouse, one floor of shell space at 42,000 S.F. per floor, and 1 floor of secure parking below the building at ±48,000 S.F., to replace the ±393,000 S.F. in the existing west, central wings, and energy center. The County is drafting a RLI for parking to supplement the County's provisions, and it is their intention to provide parking as part of a private-public partnership. The City will need to acknowledge that parking will be provided in the site plan, but may not be built by the County.

In order to move the project forward quickly, our plan would be to apply for a substantial deviation to the DRI concurrently with the schematic design process. We would ask for you to appoint a person from the City to be a liaison to expedite the DRI process.

In addition to the DRI process, there are other requirements from the City of Fort Lauderdale that can be very time consuming. We would ask the following from the City in order to expedite this project:

- Exempt the Consultant from the Development Review Committee (DRC) process or expedite the process to include stand up meetings with immediate comments rather than drop off reviews.
- Exempt the Consultant from Planning and Zoning approval processes.
- Exempt the Consultant from the "Neighborhood Compatibility" clause of the zoning ordinance.
- Exempt the Consultant from not proceeding until a master plan for the Courthouse is approved. Do not require a master plan approval process.
- Exempt the Consultant from a parking and or a traffic study.

April 6, 2009  
Mr. Jack Seiler  
Page 2 of 2

- Encourage the Building and Fire Department to review the plans and provide comments accordingly at the completion of design development and the construction document phase 50% completion phase, so as to minimize final completion comments.
- Encourage the Building and Fire Department to meet with the Consultant to discuss the responses to their comment throughout the 100% construction documents permitting phase.
- Note: If the design approval and permitting process is performed by Broward County instead of the City of Fort Lauderdale, the project would not have to go through the time consuming City of Fort Lauderdale D.R.C. and planning and zoning process. The County performing the permitting reviews would save considerable time and would be the preferred recommendation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mario Cartaya', written in a cursive style.

Mario Cartaya  
Principal  
Date: 4-6-09

cc. Nina Gladstone  
Rick Macia  
Don Dwore  
Mike Tomy  
Pete Corwin  
Dan Ayers

**BROWARD COUNTY COURTHOUSE TASK FORCE MEETING**  
**April 3, 2009**

**PRESENT:** Commissioner Ilene Lieberman, Chair  
Margaret Bates, Broward County League of Cities  
Scott Chitoff, Brinkley, Morgan  
Greg Durden, PA  
Howard Finkelstein, Broward County Public Defender  
Howard Forman, Clerk of Courts  
Chuck Morton, Chief Assistant State Attorney  
Linda O'Neil, Judicial Assistant to Judge Robert Lee  
Eugene Pettis, Haliczzer, Pettis & Schwamm  
Mayor Jack Seiler, City of Fort Lauderdale  
Chief Judge Vic Tobin, 17<sup>th</sup> Judicial Circuit  
Circuit Court Judge Peter Weinstein

**ALSO**

**PRESENT:** Pete Corwin, Assistant to the County Administrator  
Purvi Bhogaita, County Attorney's Office  
Mona Gordon, Facilitator  
Elyse Rosenberg, Facilitator  
Brad Seff, Real-Time Reporter

A Broward County Courthouse Task Force meeting was held at 1:00 p.m. on April 3, 2009, at the Broward County Main Courthouse, Fort Lauderdale, Florida.

(The following is a near-verbatim account of the presentation :)

**COMMISSIONER LIEBERMAN:** I want to call the meeting to order. This is our April 3rd meeting for our Courthouse Task Force.

I just want to remind everybody of the usual rules here. We're hoping to come to consensus on a number of issues. In your packet you should have had a three page spread sheet asking you if you agreed or disagreed. You were asked to bring a duplicate with you so you can give one to Mona – Mona, please raise your hand, if anyone has forgotten our taskmaster, and if not, could you please fill it out now so while we begin our meeting we can have Mona tabulate the results.

Usually we talk about understanding that as we have discussion everybody has the right to their opinion. If you disagree please do so. If you disagree with someone do not be disagreeable. Everyone is entitled to their opinion, even if you believe they are wrong. The purpose of today is to hopefully finalize our report. I'm hoping everybody has read the backup.

Normally I ask you all to put your cell phones on vibrate, and I do the same. I need a little professional courtesy today. This week, we almost had to cancel this meeting. This week has not been a particularly medically good week for me, and I'm expecting a phone call. As we speak right now, my mother-in-law is in surgery and her doctor will be calling me when he is finished. So if you can, I'm going to be leaving my cell phone on. I'm going to put it on vibrate. If I leave the meeting, Pete will take over Chairing the meeting, unless Judge, you would like that responsibility. As a Chief Judge, I would do that.

JUDGE TOBIN: No.

COMMISSIONER LIEBERMAN: Okay, but you will help him.

JUDGE TOBIN: Of course.

COMMISSIONER LIEBERMAN: So with that, I'm hoping -- records, do you need to take attendance or you can just get it off everybody's name. Where are you, Brad? You got it? Great.

First order of business is approval of the minutes from February 27th. Does anybody have any corrections, additions, deletions, to the minutes? Hearing none, could I have a motion to approve the minutes?

MR. DURDEN: Motion.

MS. O'NEIL: Second.

COMMISSIONER LIEBERMAN: We have a motion by Greg Durden and a second by Linda O'Neil. Is there any further discussion? Hearing none, all those signify by saying aye. All those opposed.

I have been advised that neither Carol Ortman nor Scott Rothstein will be making our meeting today. Carol is up in Tallahassee. For those of you that have your own lobbyists, our \$15 court fee, which is critical for today's discussion, has still not passed the House or the Senate. So when you leave this meeting, please call whoever represents you in Tallahassee and tell them to work to pass that fee. Carol is up in Tallahassee and Scott I believe is somewhere.

MR. CORWIN: Out of town. There is a slight chance he will make it.

COMMISSIONER LIEBERMAN: And Gene Pettis will be late. Other than that we're expecting everybody else to join us. So with that, we will now begin a power point presentation which will be provided to you by Pete Corwin.

MR. CORWIN: As we did last time, what I would like to do is take a few minutes to make sure the follow-up information that we provided you and answered your question -- the first one was master calendaring. We had lots of discussion on that. We provided some additional information on who else is doing it. One of the things we want to make clear is we started looking at master calendaring as a way to better utilize courtrooms and eventually save space. You don't necessarily have to do master calendaring to do that. Master calendaring is a way to run the court system and manage cases, and you can do it with the master calendar, individual calendars, hybrids and (inaudible) and those are explained or summarized at least in our backup. I think the key is we were looking at it as a potential operational change that could increase the utilization of the courtrooms. That is going to happen as we talk a little later anyway.

There will be courtroom sharing. We will eliminate chambers. There is a modest size office for the Judges in this north wing, so over time as more changes are added, by necessity, there will be some more sharing. We are trying to provide enough offices, as you said last time, so we have the flexibility. We want to have enough space in this new courthouse so we don't cut a ribbon and have to build another project immediately. We're looking for flexibility and looking to plan for the future. There will still be a degree of sharing, even the day we open.

The secure parking during construction, we provided a layout. The reason we would recommend this is the best option today, we have a better idea a couple of years from now, this is the only way we can get a Judge or Clerk or the State Attorney from a car into a secure entrance without mingling, if you will, with the general public. A Judge may feel comfortable parking in the east garage. That is something that we could do, but you can't come from the east garage through a door without passing and mingling, if you will, with the public. We think that is the best. We will have a booth staffed by an individual that knows the Judges by name and face. It would be fenced. To the degree you could do an outdoor lot, there will be a covered walkway to get you into a door through the north wing. During the discussion of parking there is a building across the street from the courthouse, just east of the 110 Tower. Its highest and best use might be a parking garage or some other structure. The frontage on 6th street is really too narrow. Ideally, a garage needs to be at least 120 feet and it's only 100 feet. On the other hand, if we do an RLI, which we will, competitive procurement to seek a parking solution, the owner of this land could submit, just like the owner of any other land that is near the courthouse, so it doesn't preclude it, but it's a long shot given the size of that property.

The subgroup that talked about the money last time wanted a little more backup. We said that the cost to demolish landscape and connect to the east wing was somewhere around \$7.7 million. Compare that to \$11 million in the bond issue, so we're obviously going in the right direction. We provided that in the backup. It's based on \$30 a foot for landscaping. Then it's \$10 a foot to tear down a 400,000 square foot existing garage. So those numbers are in there. It adds up to \$7 million. That is our best number moving forward to plan.

The Chair has already mentioned the courthouse facilities fee. We provided, in your backup, a little summary of where that is. During the parking discussion, there was a question about the potential participation of the DDA, Downtown Development Authority. We have been in discussions with them. They indicated if there is an opportunity to seek federal funds, they would be more than happy to partner with us. They could become part of the solution, but obviously this project dwarfs on the amount of funds they have available. They stand ready to be a partner.

The new courthouse footprint, there was a comment that if we just use the footprint that is where you currently park now, the judicial garage, that it gets pretty tall pretty fast and it's only four courtrooms per floor. The consultant came back with something you might have seen already. If not you will see it in the power point following. We do have a bigger footprint, the building gets shorter, and there are lots of other advantages. We could get eight courtrooms per floor or four courtrooms and eight hearing rooms or all kinds of different combinations. It's a better design for great use of that site and it would look pretty nice too. It will be modest in terms of the finishings of this budget but it's a great site.



You will also see, when you get to future phases, how it ties into what could happen 10 or 15 or 20 years from now. Finally we gave you the -- the group that talked about technology and e-filing wanted more information about how it works, and the consultant provided a really good summary. When I read it, I said this is pretty cool. You hardly push a button and when the lawyer is done it's in the court file. Now, the clerk is working diligently. You need a new document management system and he's in the process of doing that. A new case management system -- he is in the process of doing that. Then you do the e-filing applications and the Supreme Court needs to pass some rules if you will, that are going to encourage or discourage people from using paper. It could be an incentive or disincentive, or do the federal system where they say no paper. That would get you there.

Any questions on the question?

MR. FORMAN: Our master calendaring, I know our staff and Judge Tobin's, our IT staff's have talked about it.

COMMISSIONER LIEBERMAN: Actually, in your handouts for today's meeting, there was a case flow management report. If you left yours somewhere, there are extras on the table. It talked about four different types of calendaring. There is the current system we use now where basically a case is assigned to a Judge who hears it from start to finish. The master calendar, which Pete is talking about now, where different Judges have different rolls, and then there are hybrids which are talked about in the backup. There are at least four different scenarios for how they each work.

MR. CORWIN: Right.

COMMISSIONER LIEBERMAN: So you have that in your backup.

Are there any other questions for Pete?

Pete, we mentioned a little bit about the technology. Do you want to go into that a little bit more because it appears that key to the downsizing of the space for the courthouse is an acceleration of the implementation of technology.

MR. CORWIN: We're going to see that in the next slide or two.

In order to fit the Clerk into a tighter box there is less paper and less people in the courthouse. We think that is very doable. As we mentioned before, the Clerk has -- is in the process of implementing it. It takes a while. I think it's funded. The recording fees don't help with the housing market in the tank, but money is not a critical issue. It's a lot of work. That is what I get from discussions with the Clerk's staff, but they are doing it.

Turning then to a very quick update, last time we reached a consensus -- I believe we did, that we need parking. This is as clear as we can make it. We initially had 500 spaces. There was a concern we should have more. Instead of rounding down we rounded up, 600 immediately. The next phase, phase 2, would be 400 to replace the judicial garage. And then when the new courthouse is constructed, there will be 120 secure spaces essentially under the courthouse for Judges, Clerk, State Attorney, Public Defender. Not as many as we currently have, so we need at least 380 more. That number is a best guess.

MR. DURDEN: Will there be 1000 spaces?

MR. CORWIN: The question is, will there be 1000 spaces? It will come in phases. It depends how quickly we tear down the judicial garage. We know today, yesterday, we could use 600, so that is phase 1 and the April Commission agenda will talk to that as a minimum. The next thing we need is the 400 to replace the judicial

garage, and then when we open the courthouse we need more. Our best estimate is 500 more.

MR. DURDEN: And the 400 will be available to anybody?

MR. CORWIN: Yes. It's basically employees and jurors are number one customers. When we have extra space it's for sale for the general public. Our assumptions, if we had that 600, our consultant would say after the jurors and employees take up the slack, you would have about 300, 350 available for the general public when that is opened. The number is very flexible. It depends how many cars can get in. Okay. That is parking.

In turning to where we left off last time in terms of it's been the Boards direction and your charge to reduce the overall cost of this project and cost -- space equals cost, so we have been trying to downsize as best as we can. These are the agencies that we dealt with and talked about last time. Let's turn now to the Clerk of Courts. The Clerk has about 583 employees in the old section of the courthouse, in about 64,000 square feet. That 109 is there to basically remind you it's crowded. You will see their work spaces are in the neighborhood of 25 to 36 square feet. So looking ahead we want to make the space for employees greater. We want to apply the same assumption that we did in all the other agencies, growth about 10 percent. We want to house about 640 employees in the new courthouse. It's not just employees. These are areas in the courthouse that get a lot of traffic. Circuit, Civil, busy all the time. Traffic and Misdemeanor. The jury room is in the east wing and people are attracted, if you will, to those services. So our basic assumption is a 10 percent increase in employees. Then we say how can we reduce how much space is in the space program. E-filings, we talked about, reduce shared spaces. With that we believe the original space program

which was a total of 176,000 square feet can be reduced to about 148,000 square feet which is a reduction of about 27,000 square feet. Essentially the east wing, instead of being totally dedicated to the Clerk, he would only have about 42 -- what he has now, about 42,000 square feet. With that all said, we would have about 106 thousand square feet in the new courthouse to replace the functions the Clerk has now.

COMMISSIONER LIEBERMAN: I have a question. Of everybody who is sitting around the table, I'm not sure that a 10 percent increase in the Clerk's employees is a bonafide assumption, and I will tell you why. Unless I have misread the backup, it appears to me that the way to go is technology, which will greatly reduce the amount of space we need and will have employee implications, so I'm not sure, Howard, you're going to have a 10 percent increase of employees. As I read what it tells me from technology, I suspect you're going to have a decrease of employees, and then the second part to my question is, nothing in the backup explained why -- currently the Clerk has 70,200 square feet in the east wing, why we would move -- how we're going to handle deleting space from the east wing but maintaining the space in the new courthouse, and it may be better for us to have 70,000 square feet in the east wing in the current financial situation, with a plan to deal with that in the next phase.

(Mayor Seiler entered the meeting.)

MR. CORWIN: The logic for leaving the east wing as it is now, we took advantage of savings by leaving the State Attorney and Court Administrator in the east wing, rather than move them into the new courthouse, build new space and then go

back and remodel for the Clerk. It's actually cheaper to leave the east wing which is good space, modern space, and leave it for the agencies that are currently occupying it and simply replace the agencies that are in the old east, old west and central wings, replace that in the new courthouse. It does save --

COMMISSIONER LIEBERMAN: Pete, the reason I'm asking the question is from the backup. He has 70,200 square feet in the east wing period. In the east wing.

MR. CORWIN: I'm sorry. Let me clarify. 176 is the space program. The master plan in the bond issue would have given him 70,000 square feet. He has 42,300 today, and we are recommending --

COMMISSIONER LIEBERMAN: That he maintains what he has and we build the new. Okay. That wasn't fully explained.

I don't know whether now is the time or when we get to the issue with technology, but everything that I have read said the technology issues will reduce his space and employee demands, and there is a possibility, although I ask the Chief Judge to weigh in on that, there is a possibility of choosing either master calendaring or one the hybrid systems -- it's unlikely you go to a true master. You would probably do a hybrid, that there is a similar reduction in space and personnel. So I want to make sure that given the current financial situation that what we're building is something that has some room in the future, but doesn't end up having a huge amount of room. Even with this courthouse that we're building now, there is another phase when the next section comes down, and so we don't want anyone to think we didn't think carefully through these issues.

MR. CORWIN: As we refine the final space program, these are planning numbers, targets, if you will, and as we will show in the slide a little later, currently the

design has come from just about 900,000 square feet down to 720,000. We met our objective of another 6%. We're still shaving. The consultants are earning their pay as they hit that target, as they work with each agency. This isn't the final.

MR. FORMAN: This is going to be a living, breathing thing and I think technology will help reduce the amount of people, but you never know how much it is until it actually happens. As far as our space presently, we have in this courthouse alone over 720 employees. They have had the least amount of space of any agency and we have always had -- not that we need a lot, but it's become more of a professional organization and they need some work spaces.

COMMISSIONER LIEBERMAN: I'm not questioning your existing work force. I'm questioning Pete's assumption that you're going to need 10 percent above that, in light of the recommendations and the backup we have. For me it seems that the key to everything we're dealing with is to accelerate the implementation of technology at the courthouse, so the only thing I'm questioning at this moment is nothing to do with your existing work force. It's the assumption Pete has made you're going to need 10 percent above that or another -- what was it, 600 employees?

MR. CORWIN: It could be just under 50 employees.

COMMISSIONER LIEBERMAN: So he would be a total what?

MR. CORWIN: In that space?

MR. FORMAN: 635.

COMMISSIONER LIEBERMAN: So he would be at 635?

MR. CORWIN: Yes.

COMMISSIONER LIEBERMAN: So what I'm questioning, Howard, is the difference between the two that got you to the 635, whether it's reasonable for us to size

this new courthouse assuming a 10 percent increase in your staff. One the things that came up in our subcommittee last time is as this new courthouse is built, it should be fully cabled and ready and be able to implement -- I guess I have a technology person to the right, Mayor Jack Seiler has joined us, and so you know -- it seems to me when we get into funding, we need to look at it to make sure there is ample funding there to make that building ready to accommodate all the technology they are telling us is radically change the efficiency of the courthouse.

MR. FORMAN: I will be happy to look at that.

As technology grows and grows and grows, we may not need the same amount of space for people, but the only thing is, we're going to need more people to handle the servers. We're going to need more people at computers and right now we really don't know the answer. This is going to be a living, breathing thing. If we have too much space, I'm sure maybe there is an agency that needs it. If we need more and maybe another agency doesn't, I'm just a landlord.

COMMISSIONER LIEBERMAN: I think the point is after we conclude our meetings, there may be some areas where we say as we get closer to the finalization, we're still working on some issues including what the appropriate size is.

MAYOR SEILER: Having gone through the materials, I didn't see a breakdown of your personnel space versus record space. When you start looking at the future of your space, I think the area for record space will diminish and perhaps the personnel space may not, so do we have an idea how much of your space is designated as record space and file space versus personnel.

MR. FORMAN: Mayor, I will be happy to get you some type of estimate of that. (Inaudible). E-filing, (inaudible) we're going to go to Civil as time goes on. So you're

going to have that space, but I will tell you something, we're imaging right now in the north regional courthouse. We have so many documents there that it takes a whole big staff and tons of time to do. Right now just like the county is going through the same thing we're going through. You get a lot (inaudible) from the mortgage closings. There is a lot less of that so that part of our revenue has dropped down recently. We're going to probably, eventually, reprioritize that, rather than take care of the backlog. When money comes in again, we probably can do both of those things. It's a living breathing progression. I will be happy to work along with you.

COMMISSIONER LIEBERMAN: Do you know the exact amount of space?

MR. CORWIN: Exact, no, but in your backup on the web, it's the space program from the master plan. It will go into every space for the Clerk. It will show how many square feet for clerks, how many square feet for break rooms, and how many square feet for filing areas. I can venture a guess and maybe Steve could remind me. It might be 12, 13 thousand square feet total. It's only the current records, the active records and the answer to the second, we don't have a number for this new target, the reduced slim down space program. The number I just guessed at, would have been what we would have built under the master plan. It could be less.

COMMISSIONER LIEBERMAN: Are any other questions for Pete on the Clerk of the Court? Okay.

MR. CORWIN: So the net reduction is about 28,000 square feet for the Clerk. Let's take a look at the only other major area in the new courthouse in terms of trying to conserve space. What we did in the courtrooms and judicial offices again, this is a work in progress. I think we mentioned earlier, and there was a consensus at the last meeting to eliminate chambers. That means as in the north wing, is a modest size



office for the Judges and then there is a litigation space, court hearing room, and in some cases, naturally, they share.

The Chief Judge made it clear to our consultants, on more than one occasion that some of the support functions and spaces in the master plan space program, are nice to have and we're building something that we need. We're slimming down that space. There will be less space for holding areas. We talked to the Chief Judge about the size of the offices for the Magistrates, will be smaller, and then when we look at the litigation spaces, whether courtrooms or hearing rooms, the consultant will work to meet the basic needs of the courts and they vary. There will be a few large courtrooms. The standard will be 1600 square feet, which is what we have now in this building. The courtrooms are all around 1600 square feet.

JUDGE WEINSTEIN: What about the north wing? What is the average?

COMMISSIONER LIEBERMAN: Can you wait, Judge, until he finishes? I'm trying to get the questions at the end of each segment, if you could jot them down.

(Mr. Pettis entered the meeting.)

MR. CORWIN: And then the hearing rooms, depending on the type of work is being done, 400 to 800, potentially 1000, and that is the majority of litigation areas are hearing rooms, not full size courtrooms.

The senior Judges have office space, not a separate courtroom. I've been through it a few years ago when five or seven Judges were added by the legislature. A great thing to have, but there were no spaces. One reason that is not a likely anymore, that happened and we had no place for those Judges to sit. We would like to avoid that

and have extra offices that is relatively small for people like senior Judges, so we can plan for the future. That doesn't mean build a courtroom for a future Judge, but at least have an office for a Judge that could be added in the future.

The consultant will work to refine this design to make it even more space efficient. There will be shared courtrooms, scheduling courtrooms for next utilization. The bottom line recommendation, compared to the master plan which was a new courthouse and 10 courtroom addition, right now at this point in time, its 282,000 square feet as opposed to 310. So you are definitely moving in the right direction

COMMISSIONER LIEBERMAN: And before we go to the next slide, questions about the courtrooms and judicial space? Judge Weinstein, you had a question?

JUDGE WEINSTEIN: Pete answered it. The 1600 feet. I would also point out how many Judges are you anticipating?

MR. CORWIN: The plan for this new courthouse is to house 75 judicial offices. It includes the Magistrates as well. As we move some spaces around, the Chief Judge directed us to put dependency and delinquency in the new courthouse.

JUDGE WEINSTEIN: This is not a question. Do you really think 75 is going to be enough, because I don't.

MR. CORWIN: The other thing we're looking to do is have spaces for offices that could be available initially for senior Judges, and we're going to work with the consultants as this is designed and refined.

JUDGE WEINSTEIN: I just want to point out, and you made a point, the legislature said a few years ago we going to give you seven new judges. I don't expect that for a while, but I expect at some point they may say, litigation is becoming impossible to deal with and we're going to give some of the bigger circuits additional

Judgeships, and we're going to need space for those people. I know you talked about 10 years out. Maybe we need to look at 25 years out.

MR. CORWIN: We will get to that today. Absolutely.

JUDGE TOBIN: We're presently 56 Judges. (Inaudible.)

MR. CORWIN: And 56 plus the 11.

JUDGE TOBIN: And it will free up rather three criminal courtrooms over on this side.

COMMISSIONER LIEBERMAN: Chuck, I thought I saw your hand go up.

MR. MORTON: I will wait.

COMMISSIONER LIEBERMAN: Any other questions?

MR. FORMAN: One thing I have been harping on for a long, long time, and eventually when the legislature does give you some more Judges, every time you have a courtroom or share a courtroom, but also means if it's criminal, that is probably 11 more new employees to go in there and you have got the three public defenders, I think it's three state attorney's.

MR. MORTON: It's down to two now.

MR. FORMAN: And you have a bailiff over there for security. Every time you get another Judge, that is employment for a lot more people. You will have more of us, more public defenders, state attorneys, if it's criminal, new bailiff, you know, JA, and all that other stuff, so every time you plan this, there is a multiplier effect, when you do this. Now we were talking about 900,000 square feet, probably unaffordable. I know the people that support the community for that, but without a bond issue, you are talking less than 700,000 square feet. Maybe when the legislature does increase more

Judges, asks the Clerks to do more, the State Attorney or Public Defender, Sheriff to do more (inaudible).

COMMISSIONER LIEBERMAN: Okay.

MAYOR SEILER: On the senior Judges, how many are you allocated for that? Is that some of the 75 you are talking about?

MR. CORWIN: No. We haven't gotten to that, but there will be extra offices.

COMMISSIONER LIEBERMAN: Any other questions from any member of the Task Force?

MR. CORWIN: Just in terms of where we're space wise, those are the reductions we have gone through. We can apply the (inaudible) factor and go back to our target of 675,000 square feet, which is less than the original 900,000 square feet. That is a 225,000 square foot reduction or approximately 25 percent. We mention the new layout on that site compared to the boxy layout. You can see its L shaped. This is phase 1. You can see the existing west wing, so this could be constructed while this is continuing to be operating and then we come back later and of course, someday, maybe 20 years, 30, who knows, build something that could get right in that space.

The first floor can look something like this. The Clerk of Court space, ample screening, ample elevators that always work, secure ports and loading dock and a secure entrance for the folks that have been parked underneath the new courthouse. Tentatively there will be eight elevators for the general public and then the secure elevators and then inmates have their own.

MR. FINKELSTEIN: What do we have now, the three and two--

MR. CORWIN: The main bank is two and two or three and two -- we have nine in the old section. If we need more it's obviously we need to move people up and down

and if that requires more elevators we will do it. Escalators on the lower floors can move people.

MR. FINKELSTEIN: How far up can that escalator go?

MR. CORWIN: Five floors.

COMMISSIONER LIEBERMAN: Are we ready for questions? Mayor.

MAYOR SEILER: One issue I have always wondered about in the Clerk's office, there are people that come to the Clerk's office that don't have any intention to go into the courthouse to use, the judges or other judicial staff. Is there a way to set up a separate entrance, not have to deal with security, where people that just want to come to the Clerk's office, drop off or pick up and not being filtered in and spending all that time in the courtroom?

MR. CORWIN: My guess is, the Chief of Security wouldn't want anybody in any part of the courthouse that hasn't been screened.

MAYOR SEILER: So even if you are coming just to drop off a piece of paper?

MR. FORMAN: Most people are screened. There is an area not screened at the present time, and I hope as we build this new building (inaudible).

COMMISSIONER LIEBERMAN: Any other question?

MR. CHITOFF: I have a question. On the new design, does that take into account taking some properties on the corner of -- I guess that is Andrews?

MR. CORWIN: No. This is all county owned properties. The only building that comes down is where the Judges currently park which is here. Everything else stays up. We have got cooling plants and maintenance shops that can stay at the moment and we can build that with (inaudible) of staging area and all of this is going to come in.

JUDGE WEINSTEIN: I don't know what you call it, I call it the plaza and then the Clerk has space behind on facing 6th street. Is that going to be torn out? You can build a building with a footprint going all the way to the current building if you tore that part out. I think that would offer a lot of flexibility.

MR. CORWIN: This is the plaza. We're taking up the plaza. There are other design considerations that come into play in an eight courtroom -- once you get to the courtrooms and the (Inaudible) is a good target. As you get bigger, some of the circulation, especially inmate, public, judicial separation becomes more challenging. We think this is a good compromise, providing other design considerations.

JUDGE WEINSTEIN: One other quick point. I know you talked about holding cells, things like that. Keep in mind even in the civil division, for example we do the jury rights cases, and we don't have a lot of them but that is a major problem because not only did those people -- they are not brought in by the sheriff but by a separate contractor. There is no place to put those folks. Just getting them to the restroom is a major problem.

MR. CORWIN: Most of the inmates will be in lower floors. There will be an ability to bring inmates.

COMMISSIONER LIEBERMAN: Any there any other questions, Scott?

MR. CHITOFF: I realize what you did. You moved everything over to avoid the Chillers, so now is there enough space? The last time there was an issue about the Chillers and whether you were going to have enough room.

MR. CORWIN: This works. The Chillers remain and (inaudible) it provides a lot, a staging area but it works.

COMMISSIONER LIEBERMAN: Any other questions? Okay.

MR. CORWIN: Briefly, it's the same footprint but the first floor would look like this. This is a typical courtroom floor, if you will. You have four large courtrooms. You have four over here as well to make it eight. I believe there are eight hearing rooms here. This is a conceptual drawing that will be refined and made even more efficient and one of the objectives is to get more offices. That is one of the ways we can plan for the future and the extent we can make it more efficient. This is a hypothetical, just a plan that takes you up 17 stories. Again we mentioned the parking underneath. You can have courthouse steps in this plan, so you go up a little before you get in the front door. The first floor, we showed you these criminal courtrooms here to get a lot of that traffic, keep it as low as we can. If we take it up five stories, that takes care of the -- that takes care of a lot of traffic.

COMMISSIONER LIEBERMAN: I have a couple of questions on this side. Actually, I have two major questions.

I don't know whether 17 is the maximum height we can build under the City of Fort Lauderdale's code. If 17 is what we can afford now, does it make sense when you do the underground, that you sort of structure it for more than 17 so you don't want run into a problem later or are we better doing another couple of more stories now without a build-out, or should that stay a shell until needed?

MR. CORWIN: As we define the design, just as I understand what the Chief wants, anyone of the guys over there that design things will say do the shell. The 7th floor of this building (inaudible) if you can do a shell that makes most sense. The more shell space we can afford the better. Building a construction on top, you would be better off building from the ground up.

COMMISSIONER LIEBERMAN: Do we have a dollar figure or do we need the consultants to tell us what the cost would be for each floor above 17 in a plain vanilla shell, to see whether it makes sense to do that versus the 10 courtroom addition?

MR. CORWIN: For planning purposes, (inaudible) the shell would be about \$200 foot.

COMMISSIONER LIEBERMAN: And it's 42,000 square feet?

MR. CORWIN: Per floor, yes.

COMMISSIONER LIEBERMAN: Any other questions? Okay. Pete, thank you for that great power point presentation.

Now, we have the people who have helped us reach agreement on so many other things, Mona and Elyse. Ruth is unfortunately not able to be with us today. I am hoping all of you turned in your agreement forms. Mona, do we have everybody?

MS. GORDON: We do.

We can go through this fairly quickly on things we've already agreed to, which is wonderful, and I'm going to start with -- these are the issues we have agreed to, the new courthouse must be secure, and I'm talking about unanimous agreement, maximize revenues for parking and courthouse concession. Courthouse funding plans, minimize tax burden, provide secure parking during discussion and new courthouse includes latest technology to improve court operations and save space. Any comments about those?

Let's start with a few things we'd like to discuss before we come to agreement. If we have anything that we want to recommend in addition to these, what we will do is Elyse is going to have a list that would be staff recommendations. I'm assuming we don't need to come back because we will have a full agreed proposal, but please don't



forget this. Any questions about that? All right. Agencies should remain in the newer north and east wings. That was the one we did have a little concern about, Gregory.

MR. DURDEN: I just -- I have seen -- I had just seen the other locations. I have seen other locations in Miami, Palm Beach, and seen the work there and that in most places they work a block away. It seems to me at least that an office be built for them by the New River. It could be utilized. That was not a concern and I'm just --

MS. GORDON: Is there anything you would like to recommend to staff on that?

MR. DURDEN: That --

COMMISSIONER LIEBERMAN: The Clerk may not have to be in the same building. Is that what you are saying? The State Attorney and PD could be someplace else.

MS. GORDON: So what I'm going to do, I am going to ask you could you live with it?

MR. DURDEN: Oh, yes.

COMMISSIONER LIEBERMAN: But it's an issue and I think we have Chuck Morton and Howard, and I ask you to weigh in whether or not we should pursue it. Everybody's opinion is valid. I guess Gene, you have something you want to say.

MR. PETTIS: I've lost a little track how we moving everyone within the 17 story proposal we just looked at. Given that 17 stories, that is new space, if you will. That frees up north and east wing space in the existing structure. From staff's perspective, can we accommodate the State Attorney and Public Defender in those two wings and meet our needs in the 17 stories. I'm assuming -- when I saw this, Pete, I was assuming, yes, that we can leave them in one of the two wings we're preserving and utilize 17 stories for new space.

MR. CORWIN: Let's see if I got it right.

If we leave the Public Defender in the north wing here and a portion of the State Attorney in the west wing, give him all new space for the rest of his divisions in the new courthouse, then it works. There is adequate space for everybody. The State Attorney and PD are the easiest, as you go through different phases, to rent space for -- and I think Greg to your point, you are talking about future phases. The project I described is on the table for one the next things you do to meet the space needs in the future.

MS. GORDON: Victor I saw you and then Jack.

JUDGE TOBIN: I think what we're doing is, the administrative offices of the State Attorney, will remain. They are in this building that we're sitting in.

MR. CORWIN: The State Attorney is in the east wing.

JUDGE TOBIN: But the trial division units or the juvenile is spread out. That is what we're moving into the new building, whichever is in the old building there; correct?

MR. CORWIN: Everything in the old.

JUDGE TOBIN: And case filing you have across the street. All of those folks are going to have to -- pretty much administration is in this building.

COMMISSIONER LIEBERMAN: This is a point of information. One of the recommendations has to do with renovating the mid rise.

MR. CORWIN: Yes.

MS. GORDON: Jack and then Howard.

MAYOR SEILER: I think Greg brought up a good point. Having served in Tallahassee, the State Attorney and Public Defenders are not in the courthouse, in most circuits. They are in a connected building or right across the street. I do think we have flexibility. With respect to them, as long as we treat them equally or fairly, whether they

are across the street, and I don't think they have any specific reference either, so I think we need to recognize that as we go through this process, the most flexibility we have are with the State Attorneys and the Public Defenders. I think the Clerk has to be here. That flexibility is not there, but I have travelled the state and I can't think of another courthouse of where the State Attorney or Public Defender has had a major presence in the courthouse.

MR. FINKELSTEIN: I think what the Mayor says is true, and we don't really -- whether we're here in the courthouse or a building connected, the only thing we want to avoid is not having it connected, because during the rainy season, you don't want me sitting with 150 lawyers a block away, unable to get in here at 9:00 in the morning, but other than that, whether we're connected, the best approach, I think is when everybody is in the courthouse, if you have the luxury of the space, because people coming here to use, whether a defendant or victim, they can access the courts. They can access the State Attorney. They can access the PD, and State Attorney's and PD's have great access to each other for plea bargaining to move cases. That being said, if you are talking about a building that is connected - it really doesn't matter.

COMMISSIONER LIEBERMAN: So the recommendation is that they can be in a separate location, not that they must be, so we need to know if everybody is comfortable, and it sort of goes also to Judge Weinstein's concern, about does the 17 story building give us sufficient extra space because if they could be at a different location, then the space allotted to them in that location maybe available for other courthouses. So what our recommendation is, some flexibility in some of these issues. Is everybody okay with that?

MS. GORDON: So by adding this flexibility, we can have some agreement. All right.

New courthouse should provide adequate space for all agencies to meet their needs and phases.

MR. PETTIS: There is a conflict there, obviously, because of what we've just discussed. It maybe that we don't bring everybody in-house, and I'm fine with that. There are so many different little sub-parts and agencies which is why -- I left that one open.

MS. GORDON: You did not check that one.

MR. PETTIS: I meant to go back. I'm okay with that.

MS. GORDON: So we have agreement on this. Anybody else?

COMMISSIONER LIEBERMAN: As long as it's modified by the statement we have just added. We're talking about there may be a conflict if we don't modify them in the same way.

MS. GORDON: So if five and six have that modification, we're able to come to agreement and support that.

COMMISSIONER LIEBERMAN: Yes.

MR. PETTIS: Yes.

MS. GORDON: Identify options to meet future space needs once old courthouse is demolished.

MR. DURDEN: I'm good with that.

MS. GORDON: County should seek a developer ASAP to construct additional parking.

COMMISSIONER LIEBERMAN: I say sooner than that.

MS. GORDON: We had an immediate need for 500 plus spaces, construct as many spaces as possible. Consider greater financing options, operator to maximize revenues and optional office space. The way we made this recommendation is, let's not wait. Let's go ahead and get bids out there now, because it takes a long time and we're losing parking spaces, as we speak, so we need to go ahead and do that. That was why this ASAP -- and I believe it's going to the Commission.

COMMISSIONER LIEBERMAN: Just so you know, I have been on the phone with Pete during the week and Jeff Newton to see how we can expedite past ASAP.

MR. PETTIS: My only concern is, and I agree we do it faster than ASAP. When we say operated to maximize revenues, I don't know what is being considered there but what I hope we don't do is to do some type of private/public deal in which the private side of it has a charge that is going to be prohibitive to a lot of the users. This goes to my concern on the concessions, which is another one of our items. A lot of these folks who come to the courthouse just cannot pay some of the rates that I see in parking rates around South Florida.

MR. FINKELSTEIN: That is our problem that we have. Our clients, I think --

COMMISSIONER LIEBERMAN: Were you recognized?

MR. FINKELSTEIN: Probably not.

MR. PETTIS: So that language there, I raise my point, consider creative financing options and operated to maximize revenues. I don't want to give my support if we're giving the license to some private --

MS. GORGON: I said reasonable. Reasonable would have to be defined.

MR. PETTIS: Reasonable is affordable for the typical constituent that comes to the courthouse.

COMMISSIONER LIEBERMAN: How about reasonable and affordable.

MR. PETTIS: Reasonable and affordable is acceptable.

MS. GORDON: Okay. I'm getting that down.

Also, it was your group who talked about the charges and said we feel like if Palm Beach and Dade are going to charge for people coming from different municipalities all over the state, we should be able to do the same thing it, is what I remember.

JUDGE WEINSTEIN: What we were talking about was --

JUDGE TOBIN: Gene said --

COMMISSIONER LIEBERMAN: Victor, Peter, you guys cannot talk at the same time.

JUDGE WEINSTEIN: If I may respond to that issue, the issue was governmental agencies that come in from out of the county. They have budgets anyway, so if they need to come in, such as state agencies, charge them for parking and let it come out of their budget. That was the issue.

MR. FINKELSTEIN: I would charge them an unreasonable fee because they have bigger pockets and bigger coffers. That may take some of the pain from my clients, because when they come to us, they are paying \$8 an hour. When I tell you, when they come and it's two, two and a half hours, that means their kids are not eating one meal that week. That is what it really means. It's a very, very serious thing for our clients, not as much for our employees. I want you to rip off the other government agencies so my clients get a free ride.

MS. GORDON: There might be some reasonable affordable rates and we may also, in addition to that Peter, other governmental agencies may be paying, like Palm Beach and Dade, look at what their situation is.

JUDGE WEINSTEIN: There are areas two and three blocks from the courthouse and whether we go in to a partnership, it just like people who sit in the arena in the good seats and pay a certain amount; maybe we will have different flexible parking structures, less expensive parking for people willing to walk two blocks.

MS. GORDON: But at this point, ASAP to get that bid out there. All right. Okay.

JUDGE TOBIN: We don't want the county to be taken advantage of again, as government usually does by some private industry, and ends up with \$8 an hour parking. That is what I think we are all saying. We don't want this to happen again, so get your best lawyers on it.

MS. GORDON: Got it. Thanks, Victor.

Next, maximize, use existing satellite courthouse.

SPEAKER: Move that over.

JUDGE WEINSTEIN: I just want to comment on the issue of satellites. We have a satellite court in Deerfield, Plantation and Hollywood. There is nothing in the northwestern, other than Plantation, nothing in the northwestern side. I wonder if the county, just a thought, could start looking at some land so ultimately when we need to expand further whether its 10 years from now, whatever, there will be some place to expand a regional courthouse. Maybe there is a deal they could get on land.

MS. GORDON: Can you hold that for long range planning and remind us? That is a great idea.

Okay. Remodel the third floor of the mid rise for the Public Defender.

That is where the parking is. It said on this replace lease space and save lease payments. Cost, approximately \$4 million to remodel, compared to approximately double, 8 million to construct space in the courthouse. Any problems with that? What are the comments?

MR. DURDEN: I'm good.

MS. GORDON: All right. So we're all in agreement. Nobody is in disagreement. Good. Great job.

All right. Lease space in nearby buildings such as 110 Tower to fill in the gaps between building phases.

SPEAKER: That was Judge Tobin.

MS. GORDON: I'm sorry.

MR. DURDEN: I'm Greg.

MS. GORDON: You said short term. You had a comment on this.

MR. PETTIS: My comment is that is not a long term solution. I think we need to get out of the rental or leasing business, but for short term filling the gap, I have no problem with it.

JUDGE TOBIN: I didn't understand. Between what building phases?

MR. CORWIN: As we go out into the future, rather than build a lot of extra space now, those two agencies — it's easy to lease if there is adjacent space. It's simply a band aid to build the next space.

JUDGE TOBIN: This has nothing to do what we're doing now.

MR. CORWIN: Right.

MS. GORDON: It's a matter that we may lease it.

JUDGE TOBIN: Could we table this to our long term?



MS. GORDON: For you, Victor, anything. Tabled to long term. All right.

New courthouse should have more judicial offices than courtrooms and judicial offices and litigation spaces (Inaudible). The courthouse should include more judicial offices than courtrooms for senior Judges and new Judges. Judges should share courtrooms, consider use of master calendaring, staggering scheduling of court events during future phases. The new courthouse should have judicial offices, litigation spaces on the same floor; include shell space, eliminate separate chambers and litigation spaces of varying size to meet unique needs of each division. That was something I got a lot stuff on. Let's go there.

Number 19. Greg you said you agree on some, but you don't agree – the one I see you don't agree on is master calendaring of staggering court events to support (inaudible) needs and utilization of courtrooms and number of Judges increase.

MR. DURDEN: My concern was, can it work? I guess I had a more practical concern than anything else. It doesn't seem plausible to me that it's workable.

MS. GORDON: When you talk about being workable, say a little about that.

MR. DURDEN: Can we make it happen?

MR. FINKELSTEIN: Will Judges share? Will Judges play well with each other?

MS. GORDON: Howard, are you facilitating?

MR. FINKELSTEIN: Yes. That is exactly what I was just doing.

JUDGE TOBIN: The courthouse, from preliminary drawings I've seen, there are no chambers. Everybody is going to be working out of a courtroom, and I would say that if everybody is not going to have anymore chambers, and we are giving up all that square footage that we presently have, in favor of, okay, we will just have the courtrooms so it will be similar to the north wing, it will be very difficult to share because

if you have hearings, you're going to need the courtroom because you no longer have chambers. The chambers are dangerous anyway. We're going to have a tragedy in them. We're lucky we haven't had a tragedy in one of these chambers. So the cross utilization in the courtroom, probably not likely because we're going to be down to one courtroom, one person and no chambers.

MS. GORDON: Are you sharing courtrooms now?

JUDGE TOBIN: Yes. We use the courtroom in Civil one week a month, in Civil. One week a month. I know County Court; they share one courtroom between 6 and 7 Judges, so we're sharing presently.

MS. GORDON: So some of that is going on?

JUDGE TOBIN: Yes, but we have chambers.

MS. GORDON: And how much are we saving by losing the chambers?

MR. CORWIN: I don't have that number. It a great question, but probably 25 or so chambers in the old courthouse. One thing to keep in mind, the objective is to be sure there is a litigation space. The idea is you share big litigation spaces but they don't come to work and find they have to have one or the other. Don't build a big space.

MS. GORDON: Peter and then Jack.

JUDGE WEINSTEIN: The issue of master calendaring should have nothing to do with this. We are trying to put up a courthouse. A master calendar has been tried in various forms, not only in this circuit but all around the country. Just for those that are not familiar, a master calendaring is one Judge handles a master calendar. Judge so and so gets the hearing today. I deal with cases. I know the issues because the people come back with other issues. When I was in Criminal, I knew the parties and when you

try a case, you have to do all the post conviction work; you have to do the sentencing if they are convicted. Familiarity with the case is extremely important.

MS. GORDON: So actually, Peter, you are saying master calendar may not work for us?

JUDGE WEINSTEIN: In some minor areas it may work. Basically it doesn't work.

MS. GORDON: Jack, did you want it weigh in on that?

MAYOR SEILER: I think he is right about the master calendar. I think that is something that shouldn't be involved in our decision making process. That is going to be coordination. It has to be done internally. That is not something, I think, we as a Task Force on a building should even be addressing.

MS. GORDON: So --

MAYOR SEILER: And secondly, I want to touch on litigation space, if I may. Do you want me to do it now?

MS. GORDON: I don't know.

MAYOR SEILER: Tell me when you want me to do it.

MS. GORDON: I'll let you know. Victor.

JUDGE TOBIN: Master calendaring will have no effect on a building.

MR. MORTON: This has nothing to do with space needed. It only deals with judicial efficiency for the disposition of cases. It doesn't really impact space at all.

MS. GORDON: What I'm hearing is, we do not believe master calendaring is some we go want to add to the proposal at this time as the Task Force; am I correct?

MR. PETTIS: The only question and I defer to these gentlemen, but earlier, on one of our earlier meetings, we talked about Orange County, and then Orlando had,

quote, master calendaring. My understanding was not what the Judges said as far as one day I'm in front of one Judge and the next day I'm in front of another Judge. I thought it had been introduced to us two meetings ago as helping us facilitate the need for some of these spaces. When there is not a need for the space, the space could get freed up for someone who needed it. That is what I understood the master calendaring aspect was in Orange County, and we had said, talk to Orange County and see how they are using reservation space as opposed to switching clients to judges.

MS. GORDON: Thanks for the clarification, Eugene.

JUDGE WEINSTEIN: I understand, but the traditional term, master calendaring means what I said it means originally. Those are all internal things including reservation space. If a Judge has eight plaintiffs and 17 defendants and we will have to have one or two very, very large courtrooms to use for those facilities and that will be worked out with court administration.

MS. GORDON: Peter, let's wrap this up as something we cannot go forward with as part of our proposal.

JUDGE WEINSTEIN: It brings up a thought and that is in the plan you talked about certain courtrooms, standard sized courtrooms and a few larger courtrooms. I know in Palm Beach they built one or two very large courtrooms for these humongous, multi-client trials. We may need to come up with something. I remember one of the Judges had -- I think a criminal case with 12 defendants or something like that. Huge. He needed a couple of very large courtrooms.

MS. GORDON: Let me go back to Jack and then Victor.

MAYOR SEILER: I want to follow up on what Judge Weinstein said. I do think you need one super large courtroom. So I do think as you plan you ought to put in there, one master courtroom for those multi-party cases.

With regard to the litigation space, I'm trying to get an understanding. Is this taking the place of chambers in terms of having smaller hearings? Are these litigation spaces going to be used by the Judges to conduct hearings? Are we making appropriate security arrangements so you will have the same ability with the bailiff? These aren't just going to be little offices.

MR. CORWIN: They will be as the courtrooms will be accessible for the public and accessible by a secure area by the Judge. They will be treated as a courtroom, litigation space. (Inaudible) Where appropriate, we will also be working with the Judge to make it look more than just an ordinary room, elevated bench, things like that. Size will vary to conserve space.

MS. GORDON: In the interest of time, Victor, quickly.

JUDGE TOBIN: For those big trials, we can always use the County Commission chambers.

COMMISSIONER LIEBERMAN: And a nine judge panel.

MS. O'NEIL: I just have a question about the fact that – speaking from County Court, because we don't use a courtroom every day. We're only assigned a courtroom every six or seven weeks, in which case now we're also one day we're going to be doing Small Claims. If we don't have chambers, which is where we hold 99 percent of our hearings, how are the county court Judges – if we have to share one, how are we going to have our hearings?

JUDGE TOBIN: You are getting a courtroom.

MS. O'NEIL: A full time courtroom?

JUDGE TOBIN: Yes, and then you're going to share one that has juries.

MS. GORDON: Does that answer your question?

MS. O'NEIL: Yes.

JUDGE WEINSTEIN: Quickly, the east wing, the newer wing added on, I know on the 9th floor, if anybody would like to see -- they have some mini-courtrooms that use. It's perfect for family Judges. They have a little, tiny, jury box, but they could be used for a lot of these hearings.

MS. GORDON: So noted. That is a good example of what we're trying talking about. Are we ready to move on?

So at this point we can go forward and agree to this being part of the proposal, we don't want to add a master calendaring piece. Is there anybody who cannot support that going forward?

COMMISSIONER LIEBERMAN: I'm not sure I would take the master calendar piece out. I think perhaps it could be in the discretion of the judicial system to take a look at this to see if there are more efficient ways to assign cases, not the Task Force.

MS. ROSENBERG: So what we have written is master calendaring should not be a factor in the courthouse building discussion.

COMMISSIONER LIEBERMAN: Yes.

MS. GORDON: Is anybody in disagreement? So noted.

We agree to move forward. Last one. You guys are good.

Reduce the size the courthouse to approximately 670,000 square feet to approximately save \$87 million compared to the 2006 bond issue.

JUDGE WEINSTEIN: Personally, I'm just not satisfied that will be enough space. That is my concern. That is why I didn't check it. This discussion ensued and there are a lot of other issues, but for the purpose of that discussion, I was concerned there wouldn't be enough space.

MS. GORDON: Peter, just looking at the funding issue out of our first phase, we are looking at this as a first phase.

JUDGE WEINSTEIN: First phase, obviously, its fine. We're still discussing the mid-rise going to be used for the Public Defender, is the State Attorney going to go somewhere. These are all pieces of the puzzle. I'm fine if that is what the consensus is.

MS. GORDON: You are okay for the first phase.

JUDGE WEINSTEIN: Yes.

MS. GORDON: Jack.

MAYOR SEILER: I haven't seen the cost benefit analysis as you go up and down from \$87 million down to zero and tied up in the square foot, if you will. That is what -- to make that decision at some point in time; we're going to 675,000 square feet to save approximately \$87 million. If we wanted to save \$50 million, how big a courthouse are we looking at? We're already trying to squeeze here, squeeze there. I liked Commissioner Lieberman's idea of having extra space on top ready to go if we need to expand, shell space, so I think if we've identified saving \$87 million, and that is our target dollar, I'd like to see what the cost benefit analysis is along that spectrum.

MR. CORWIN: Maybe this is our way to get there. Our target for finished space is 675,000. (Inaudible). We went agency by agency. (Inaudible).

MAYOR SEILER: Here's the thing with me.

We have got probably the biggest project in downtown Fort Lauderdale in years. There will be nothing more embarrassing than to get this thing opened, and the first article by the Herald or Sun-Sentinel is the Clerk doesn't have enough space to operate because we were trying to -- I think we need to analyze where it is getting pinched. I don't want the Chief Judge to say I don't have spaces for my judges, or Howard to say I don't have spaces for the Public Defenders, and this project that we're doing to hopefully go for the next 50 years in downtown Fort Lauderdale, becomes something that is outdated in a year. We'll be outdated on the day it opens.

MS. GORDON: Do you want to respond?

COMMISSIONER LIEBERMAN: I do. I apologize because this is your first meeting with us. Part of the discussion we had early on is a phasing plan, which the next part of our meeting. I think it's not a good assumption to make, to think this new courthouse is going to be for 50 years. Its phase one in a multi-phased plan. Once we can demolish the west wing, once we can do that, there is a whole other dynamic. Maybe there will be twin towers. We are trying to deal with what we can do at the moment given the financial issues that we are dealing with. The voters did turn down a bond issue. As part of phasing and financing, we're going to be talking about -- we've all talked about having a long term versus - we don't expect this approach to be the only time they are ever going to be building in the downtown area.

MAYOR SEILER: Wouldn't you like a little buffer before you had to go to the all or nothing twin tower? Wouldn't you like to know we could have a little growth before we go to a second tower and another 675 --?

COMMISSIONER LIEBERMAN: We may have that. I think the point is we probably have the buffer. That is the discussion we were having. It's about \$8 million,



according to my math, to build another floor. It's about \$8 million per floor to build the plain vanilla shell. Earlier, Greg and Gene brought up the issue about that 17 story building has space for the State Attorney and the Public Defender in it and perhaps they could be accommodated elsewhere, so you would have additional space in that 17 story scenario that Pete showed to you, so you would have maybe the top two floors contemplated as a plain vanilla shell anyway.

I guess the issue, when we wrap up, we need to get through everything. When we wrap up the issue is going to be, can we issue an interim report as opposed to a final report and get this Task Force back together at some date in the future when we have some additional information with respect to the remaining issues that are cropping up today. It's not for us to discuss now. That is to be discussed after we get through everything on our meeting.

MS. GORDON: Okay.

MR. PETTIS: Just briefly because I agree with what Jack said and we had that discussion at other meetings, but I think how we couch this to the public is real important, because if we're saying we're building the courthouse, they are going to think we looked forward and are building something that will meet the future needs. We know this may not carry us deep into the future. How far? I have no idea, but we really need to push in our articles that this is a phased effort, that there are needs in the immediate future that may have to be adjusted, and we are cognizant of that, so that we don't like we did when we did 595; by the time we got to it, it was overcrowded. That looks bad to the public eye, and I don't think we want that impression.

MS. GORDON: And I'm going to suggest at this point given what you said, that we look at a phased approach and see if it meets the needs that you are talking about and, what Jack is talking about, and see if we can go forward with this and I'll hold it.

Is everybody okay with that?

MR. FINKELSTEIN: What do you mean by holding it?

MS. GORDON: I'm going to put it on pause right now and we'll come back to it before we leave today. Are you good with it?

MR. FINKELSTEIN: Okay.

MS. GORDON: So that is where we are. We have two things we want to revisit. Good job so far.

COMMISSIONER LIEBERMAN: Next on our agenda we have a power point presentation to go over the phasing plan that we asked be developed, so that we know the short term and the long term plans for this particular location.

MR. CORWIN: What I had like to do is refer you to the legal sized piece of paper in front of you than eventually it will (inaudible)

COMMISSIONER LIEBERMAN: It looks like this.

MR. CORWIN: Essentially what we have done in yellow is what we would consider phase one. As we see it we'd like to start that yesterday. That includes the garage. It includes the first steps of designing the courthouse, including the DRI. It is important we have a target for that. That is where the 675 is important. It includes a parking structure or some parking solution at the north regional courthouse. (Inaudible).

Phase 2 is in green, light green, and that is the second, the next phase of design for the big project, the courthouse itself. One reason that -- the difference between phase 1 and phase 2 is that you can do the preliminary design, the DRI, get a lot of

work done and say how many square feet by section. You can do that and if you don't immediately build the project, you have not wasted time. Once you start your final design, you are jumping in with both feet. That is the only distinction between phase 1 and phase 2. You need to make your final financing decision, because once you start with the design you want to be assured the project will be constructed.

So the green projects would include the final design and the site is on the judicial garage. We need to have parking as that garage comes down. So we need to see right in the middle of chart, replace the judicial garage, it's a phase 2 project and also in phase 2 -- it could happen in phase one, would be the Public Defender, remodeling of the mid rise.

Now one other important distinction and we show that in the cash flow, the phase 1 and phase 2 projects can all be done with cash. We have sufficient money to complete the phase 1 and phase 2 projects.

Now phase 3 basically is the courthouse project. You will see (inaudible) will have things related to it, including the connecting, the demolition and connecting to the east wing. Those are the first 3 phases.

What money is going to buy you through, I hope given the conversation you have had right from the start, avoid opening the courthouse and not have sufficient space. One the challenges of this project has always been, we have to replace a building, a whole east and central wing that has a passed its useful life. It a huge project just to do that.

In the future, once a new courthouse is up and it meets, I think some future needs as well, these projects that you will see in blue are projects that can be done incrementally. There is no hundred million dollar project on this phase with the

exception of the second. You can do a 10 courtroom addition. A super satellite, Judge Weinstein mentioned northwest, southwest. That could be another solution. North wing, the Public Defender, that he is kind of related to the State Attorney, PD -- the Public Defender could move out of this building into a building on the New River, freeing up space in this building for criminal courts.

And then ultimately -- let's see if I have got it here, this is the big project, if you will. The future phase of the courthouse. If you build the L shaped design, a reverse L and it connects to the 10 courtroom addition and you maximize the use of this project, it could go 17 stories, it could go up six stories. You're not leaving a Task Force five or 10 years from now in the position you have been in, in the last couple of years. You will you have options. They will have a lot of options to meet future requirements and this is just a quick sketch as to how the north and 10 courtroom addition and the new courthouse, phase 2, and new courthouse, phase 1 can fit together with the east wing and when you look at it, you might think that someone 15 years ago planned it.

COMMISSIONER LIEBERMAN: Before we go to financing, questions on the phasing.

MAYOR SEILER: I realize the City of Fort Lauderdale Building Department has at times been slow, but a year and a half for the design, for the final design courthouse? That seems incredibly long. Right now the price of construction is the lowest it's been in years. It's not going to stay this way. It's going to start going back up. Now is when we really need to move and get this done quicker. You put out a sheet of paper and you say a year and a half to design it, I think we're just asking this thing to get delayed indefinitely

COMMISSIONER LIEBERMAN: I agree with you 1000 percent. What even makes we more troubled by what I saw is if you notice the new Civil Courthouse, the DRI is in third quarter of 2009 with designs starting in the fourth quarter of 09, and I would want to see all of that expedited to the greatest extent possible, to take advantage of the current -- I want to say the current construction prices, because people are looking for work, and if there was ever an opportunity to bring down the cost, now is a really good time. So I think we need to walk through a little bit what is driving this year and a half of preliminary design and if it's a Fort Lauderdale issue, Mayor, we would want to know that the city would move mountains, and if it's a Broward County issue, Pete, you have to bring it to the Board of County Commissioners and we have to move those mountains.

MR. CORWIN: The good news is in terms of the county's perspective, we have a firm on board and at the appropriate time we can ask our consultant. (Inaudible) the faster we could do it, you are absolutely right.

COMMISSIONER LIEBERMAN: Do you know what the DRI issues are, Pete? Would the consultant know? Should we ask him to tell us? Could we do that at this moment?

MR. CORWIN: Sure.

COMMISSIONER LIEBERMAN: Identify yourself for the record, please.

MR. DWORE: Don Dwore. There are two major issues. There may be more than two. Certainly parking is one.

The major square footage issue, we're tearing down 393,000 square feet and building 700,000 on a piece of land that was maxed out with the 393,000. So if you call that 400,000, we're adding 300,000 square feet on land owned by the county, which is

going in our opinion right now, take a substantial deviation to the DRI that has been in place for close to 20 years.

MAYOR SEILER: But you are still saying that that length of time --

SPEAKER: If you told us right now, get it down in 12, the answer is yes.

MAYOR SEILER: Then why don't we tell you to get it done in 12?

MR. PETTIS: What would you do if we say eight?

COMMISSIONER LIEBERMAN: I like six.

SPEAKER: Some of that length of time is getting the DRI approved by the Planning Council. It's not just the designing. If we can get it --

COMMISSIONER LIEBERMAN: With all due respect, getting it through South Florida Regional Planning Council is a non-issue. Current state law says from the minute you give it to them, it's 30 days. That is the maximum time to get through South Florida, so that is not a bonafide issue. I think if you told us six months and 30 days, we would all be happy.

SPEAKER: We can't design it that fast.

COMMISSIONER LIEBERMAN: What are the things that he can take back to the city that will accelerate the DRI process -- first of all, is a DRI going to be required? Senate Bill 360 has passed the Senate. That is number one. All of this area is going to be in a transportation concurrency exemption area. That is number one. And number two, we're taking 400 square feet which we have now and we are adding 300,000. I think 350 is the latest threshold, so could your city waive a DRI?

MAYOR SEILER: Well, I can't give you an opinion right now. This is the most significant project we're doing to benefit the county in years.

COMMISSIONER LIEBERMAN: So you want to help us?

MAYOR SEILER: Absolutely. I think we all need to step up and help. I would like to have a lot better time line than what you have here.

SPEAKER: You have our permission to say one year, no problem.

COMMISSIONER LIEBERMAN: You are the consultant on the design as well. Identify yourself and your firm.

MR. CARTAYA: I'm Mario Cartaya and we're part of the architect team. Yes, there are a few things you can do to help us. Getting through the (inaudible) process if you could try to expedite and if you could get your building department to review the drawings with us early. To give us their comments, raise any white flags that they want early. So the time we are done and say here are the finished construction documents, whatever comes --

MAYOR SEILER: Here is what I want you to do. If you will give me a letter saying, following our meeting, this is what we need from staff in the City of Fort Lauderdale, I have a commission meeting Tuesday. We can start this ball moving. So if you can get me -- it would be good to start with a project that benefits the whole county and it's a public building. If you could get me a letter detailing me what you need, I will get someone from our staff assigned to help facilitate this.

COMMISSIONER LIEBERMAN: And you don't really mean he needs to do this while sitting in the meeting, but if he gets it to you by 5:00 p.m. today, you'll be okay.

MAYOR SEILER: If he gets it to me by Monday.

COMMISSIONER LIEBERMAN: See you have until Monday at 5. And I would ask the same question of the county processes. If you identify any impediments to slow this down at the county, we have three County Commissioner that sit on the South Florida Regional Planning Council. I would love the same letter.

MR. CORWIN: Just for clarification, as Mayor Seiler pointed out, the DRI is about two and a half years done. Could you clarify? Two and a half years could be done -- in what period of time could you condense all of it?

SPEAKER: You are saying design and construction?

MR. CORWIN: Get it to the point of breaking ground. We have in here two and a half years before we would breakdown, what is a reasonable time (inaudible).

SPEAKER: I am saying the day we get the go ahead to start the schematic design, we can be done in a year. I am going to assume the DRI will not be a problem. We need to get a building permit. I assume that will come from the city. What I'm hearing that work will be done and we will get a letter of what we need. If we can get all these things moving concurrently and let's say we start design, I will pick a date, July 1. We will be ready to go out to whether it's a CEM, we would be ready to put that project on the street in a year or start construction if we have a CM on board.

COMMISSIONER LIEBERMAN: Why do they have to wait until July 1?

MAYOR SEILER: If this thing starts quarter to three of this year, why not --

COMMISSIONER LIEBERMAN: What is the reason they are not starting until July 1? I'm asking you, because that must be us.

MR. CORWIN: The critical path is in the process. What he said was you could put the (inaudible). Staff would not recommend going to final design until there is a firm commitment to the project, meaning a long term financing option. The day that decision is made, we're in with both feet for the project, and then they can get it done in about a year.



COMMISSIONER LIEBERMAN: If the Board of County Commissioners gets our report, approves our report, agrees with our financing plan, he could start before July 1?

MR. CORWIN: Correct. I'm sure my construction manager folks in terms of -- we have to get a commitment to the Board before break. Let's put it that way.

COMMISSIONER LIEBERMAN: It's April 3.

MR. CORWIN: Understood, but they need to negotiate the agreement.

COMMISSIONER LIEBERMAN: Every S/NC I sit on I give them 30 days to negotiate an agreement. Do you need more than 30 days? They are already on board. We've already selected them. So it doesn't take 30 days to get on the agenda, as soon as you are all happy with it, give it to me and I will put it on supplemental.

MR. CORWIN: The critical path is the financing decision.

COMMISSIONER LIEBERMAN: Okay. Other concerns about the phasing. Okay. Move on.

MR. CORWIN: Given that there has been considerable amount of discussion, I will let Mona and Elyse walk you through the rest of the master plan.

MS. GORDON: Since we all feel like those phases can move fairly quickly, we also have to look out at the future and one of the things that we want you all to look at is, we're going forward in this phase, 2015 to 2035. So hopefully, Eugene, that starts to look like, hey we're looking at different phases and that should be communicated to the public, that this is how we're looking at it. We can't do it all. We don't have the money. When I looked at this, it came to -- my idea, that none of us has a crystal ball, and if you look in here of Fort Lauderdale, we don't know what it's going to be like during these years but, what we do know is if I don't have a plan, we won't be prepared. So better to

have a plan that is fluid and we can look out these years then to have no plan. So the pieces that are not -- so these are the pieces that we need to address going out into phases and what we looked at is, let's look at it in five year increments and hopefully Eugene, your grandchildren -- because I would like to think that we left Fort Lauderdale, that this Task Force said in 2035, we cared enough to look out and cared enough to make sure that we had the phases and we looked at it. So we have a 10 courtroom addition. We have a future county courthouse office. We have a super satellite and I'm going to let Pete define these if we need, and we have a north wing criminal courtrooms, we have a remodel of an east wing; we have a build-out of courthouse shell space, and we have parking on the New River for Public Defenders and State Attorneys.

MR. MORTON: Does that include a separate building, for the Public Defenders, State Attorneys and parking?

MS. GORDON: Could be, and I think that is what we have to look at. We know this first phase is not complete. It is not addressing the future needs, and if we had that crystal ball and could tell us what we need, we could probably tell exactly what has to go, but we have to make some kind of -- lets go, let's make a stab. This is what we think it should be. This is what we think we need to plan, and as the process goes, these things can be moved and addressed rather than just forgotten and fall through the cracks and then to your point, Jack, they look at us and say why weren't you thinking about this.

MAYOR SEILER: I'm going to bring up an issue.

What are we doing with the Regional Conflict Council before we even get to this? We have got an agency that is a nightmare for a lot of us, but I seen nothing in the plan

that addresses the Regional Conflict Council space. Before we jump ahead, my question is, has this issue be discussed and it sounds like it has not and I think we need to at least bring that up for discussion and if the position is because the Court that has ruled the state have to provide the space, fine, but I think we have to have something on the record as to why we have not addressed Regional Conflict Council.

MR. CORWIN: The state takes responsibility from it and therefore you are correct, it didn't address their space needs in this project.

MAYOR SEILER: But they are a user in the courthouse. They are in the process. I would be delighted if we didn't have to deal with them. I never supported them in any phase in Tallahassee. I was not a proponent of this arrangement, but do we have any suggested ideas where we may put them, so if they are somehow -- if they remain a player in this process, what are we going to do with them?

MS. GORDON: Chuck, do you want to respond to that?

MR. MORTON: I talked to Judge (inaudible) who is a federal Judge, a liaison for the federal Judges, and they got into a dispute with the City of Fort Lauderdale a few years back about having a federal courthouse that was part of the county complex as well, and he knows about this Task Force and kind of wanted us to consider some plans to that, that would call for the federal courthouse to be somewhat situated to our campus, where ever it's going to be, and they have to do their own funding of course, just like Regional Council will have to do their own funding, but maybe it's something we shouldn't ignore. That could be connected and become a part of our campus as well, and in that regard my comment was going to be, what about on the south side of the 110 building? There is a lot of land over there which is something that they can

consider and we can consider some plan to hook up around the 110 Tower around that building on the south side.

COMMISSIONER LIEBERMAN: So two issues, Mona, which aren't anywhere there.

MS. GORDON: We're capturing here.

COMMISSIONER LIEBERMAN: Okay.

JUDGE TOBIN: Does the county own a building on Federal Highway there, and if we have to think about Regional Council, and they are stuck in some rental space, why is the county selling that building or appears to be, notice for sale or something?

MR. CORWIN: The buildings highest and best use is probably to be torn down and rebuilt. I would suggest -- I can't recall their square footage. The parking procurement for parking spaces will include optional office space and whatever city requirements there are for a wrap, and there are a couple of agencies related but not your core businesses here. If we had in pay for conflict council, it could be perfect place for them.

JUDGE TOBIN: Is the county going to sell the building?

MR. CORWIN: Parking is limited.

JUDGE TOBIN: It's only offices. Could we hold off on selling it?

MR. CORWIN: My guess is that won't be much of a market for it but if we see it more as an asset -- in fact, the federal courthouse, the campus here, especially if you tear down the old courthouse, plenty of land for future expansion. One option could be the New River front, if they are interested, but the federal government, if they have the money -- for example Mr. Morton mentioned the land on the other side of the 110 Tower south, they could acquire it easier than us.

JUDGE TOBIN: The federal government, to my knowledge, doesn't have anything on the drawing board for Fort Lauderdale, and for us to delay or worry about the federal courts coming close to us, we have 10,000 people, whatever it is, come through a day. They have 300 people. The security problem increases for them with the amount of people, but it increases for us too. They don't necessarily target state courthouses, but they do target federal courthouses, so they have their own problems with setbacks and all of this stuff will be here until 2020, discussing where to put the federal courthouse.

COMMISSIONER LIEBERMAN: Very quickly. It is five minutes to three. We have a time to adjourn at 4:00 o'clock, because that is what this meeting is sunshined for, so I want to have some time for financing, so what I'm going to ask is that we spend no more than another 15 minutes on figuring out this phasing and we move to finance, so we can get the presentation and have discussion, so what I would suggest is, there may be some future issues and that we characterize them as future issues to be resolved.

MR. MORTON: That is exactly what I was going to say. By no means am I suggesting that any of this discussion slow down the plan that we now have, but it should be mentioned in the plan, that we gave it some thought.

MS. GORDON: So noted.

MR. FORMAN: Yes. I think Judge Weinstein addressed this a little before. Talking about future phases, I'm going to say super satellite, and I don't have a location.

COMMISSIONER LIEBERMAN: Can you put it in one of the four years? I think that is what Mona wants us to do, tell her where to take those little blue thingies and put them somewhere.

MR. FORMAN: I would put in 15 to 20, and I will tell you why. This county, about 10 percent of the people live in Fort Lauderdale. It's still the economic hub of Broward County. The courthouse is probably the biggest, as we discovered when we closed down after the flood in November and December, I think we all discovered it's probably the major industry in downtown. Some people may want to debate that, but it's pretty close to being number one. Although 90 percent of the people don't live downtown. They live in the suburbs. Right now our west satellite, west regional courthouse is bursting at the seams. There is no more parking. Technology will help all these things to a degree. North regional courthouse, same thing. That is where we store our records. I know you were thinking about building courtrooms out there.

MS. GORDON: Have I captured it by putting it there?

MR. FORMAN: Yes, you did.

COMMISSIONER LIEBERMAN: Does everybody agree? Does anyone disagree that the super satellite will be needed between 2015 and 2020?

JUDGE WEINSTEIN: I do. I know this is all a function of money, but it's something that, concurrent with what we are doing here, at least they ought to look at it. It may be possible acquiring land, expanding the north regional or the south regional -- the south regional is separate. You store a trillion records there, warehouse space, but one quick example, in Palm Beach County, in the south regional courthouse in Delray, they just significantly expanded it. They have not just misdemeanors and traffic but they have family law cases there, and probate. People don't have to travel 30, 40 minutes.

COMMISSIONER LIEBERMAN: Peter, do you disagree it belongs in 2015, which is the first --

JUDGE WEINSTEIN: I think we need to look concurrent at the next year or two.

COMMISSIONER LIEBERMAN: Not an option, because we have the money to do one thing. Do you believe it belongs in the first available funding period of 2015?

JUDGE WEINSTEIN: If that is the first available, that is fine, but what I'm saying is --

COMMISSIONER LIEBERMAN: Good. Then hold that thought.

MS. GORDON: It's about money, guys.

MAYOR SEILER: Let me just say, we're probably not going to agree. There are transportation issues. There are mass transit issues, all that stuff. What we're trying to do with this courthouse down here and if the city gets on board with that, I don't think they want to then see a super satellite built five years out. If we're going to make this commitment, I expect to see them make and it involves everything not just in terms of the building but in terms of transit and downtown area, the east railway, the FEC and all of that, I would not like us even discussing a super satellite that quickly, but I don't think we are going to agree on that, so I will just strictly object.

COMMISSIONER LIEBERMAN: Is there anyone beside Mayor Seiler?

MR. DURDEN: I agree with Jack.

COMMISSIONER LIEBERMAN: So we have two, three that believe 2015 to 2020 is too soon, four, and I'm probably, five, six.

MS. GORDON: Where would you see it?

COMMISSIONER LIEBERMAN: I'd probably put it in 2025 to 2030, and I have a good reason why, in that third phase. While I agree with Howard that everybody doesn't live in the downtown, there is tremendous infrastructure in the downtown, and literally, almost everything else we are dealing with deals with this campus, and it just seems to me that the first priority ought to be to make this campus work right before we move to

other areas, and I think it's going to take about 10 years after we finish what we're talking about before we are able to move out, and that doesn't mean we won't be doing what I call some of the mini projects, which is the ability to put another courthouse at the west or deal with the issue at the north, but a super satellite idea, I think the first goal is to get this campus going, so I am putting it in 2025.

JUDGE WEINSTEIN: Can I make another point?

Your colleagues, 30 years ago and 40 years ago, never believed that people would live in places like Weston and Coral Springs and Pembroke Pines, where there are now hundreds of thousands of people and I just think we need to plan for the fact we are hundreds and thousands of people. Had there been different transportation, land could have been bought for --

COMMISSIONER LIEBERMAN: I don't think anybody, in all due respect Judge, is disputing the issue. What Mona is asking us to do and -- we don't believe that it belongs in 2015, 2020. There are more of us that said no than said yes. The issue is whether it belongs in 2020 to 2025 or 2025 to 2030. I moved it to the third one and I explained my reason why. The issue is how many people agree that it belongs in 2025 to 2030 and if we don't agree with on that, then we need a different time frame to move it to.

MR. PETTIS: Can I ask, could we go through -- it's there now for purposes of this discussion. Could we run through some of the others?

COMMISSIONER LIEBERMAN: You bet. Go ahead. You're recognized.

MS. GORDON: Does anybody have a problem with that? Good.

MR. PETTIS: Build-out of the courthouse shell, I think should be in 2015.

COMMISSIONER LIEBERMAN: Does anyone disagree? Move on.



MAYOR SEILER: Could someone explain that last one for me, this parking on the New River. What is that?

MS. GORDON: Additional amount of space we have.

MR. CORWIN: The separate building for the state attorney.

COMMISSIONER LIEBERMAN: On the river. Okay.

MS. GORDON: We have a proposal for the first one, 2015 to 2020.

COMMISSIONER LIEBERMAN: Too early. Next phase.

MS. GORDON: Let's move on. Future county courthouse.

COMMISSIONER LIEBERMAN: Probably 2030 to 2035. Next.

MS. GORDON: North wing criminal court rooms, to remodel.

MAYOR SEILER: 2020 to 2025.

COMMISSIONER LIEBERMAN: East wing I think belongs 2015 to 2020.

MS. GORDON: Is there anyone who can't support this going forward?

MAYOR SEILER: I just have one comment on the bottom one. I'm one of these believers that government ought not to own the land along the river and water front. So if that parking lot is on the river front, I would suggest we sell that and do something else in terms of parking downtown. Unless we're taking land on the river for park space and recreational space, I don't believe we should own -- I think the worst thing we ever did was put a jail on the river. If now we are going to put a parking lot on the river, we're making a mistake. That property is very valuable to the general public, the private sector. Don't use it for parking for us.

MS. GORDON: We have so noted it in the record.

COMMISSIONER LIEBERMAN: In order to accommodate the Mayor's concerns, maybe in 2015 to 2020, we should evaluate whether we should do a land swap or some

other mechanism to make that property go to its highest and best use, but find a close by property to accommodate the State Attorney and Public Defender.

MR. MORTON: Can we just add a slash at the New River and put land swap.

COMMISSIONER LIEBERMAN: Sure. Does anybody disagree with the time frame?

MR. FORMAN: I still don't agree with the time frame for the super satellite, but if you want to leave the super satellite where it is, I'd like to put a caveat on there, if land becomes available, and the economics favor us doing it earlier than that, we ought to take a look at the super satellite.

COMMISSIONER LIEBERMAN: Is everybody comfortable with continuing to evaluate the super satellite based on economics? Okay. Is there anybody who disagrees with what we have on the board in terms of the projects for the time frames? Okay. Thanks.

Pete, financing, and we're ahead of schedule by five minutes.

MR. CORWIN: If I could call your attention to the cash flow analysis, by making the phasing program this cash flow will change but generally speaking, we will probably combine phases 1 and 2 and there will be more (inaudible). As soon as the Board makes a final long term financing decision then we want to jump and get this thing done. We will refine this but just a couple of points that could be made on the chart in front of you, the cash flow chart, \$120 million in cash will take us a long way to get us through the first couple of phases and just a comment in passing, the package at this point in time, our best estimate is 675 square foot courthouse, 328 million is just a bench park point of comparison that we had in the master plan. You looked at the master plan for (Inaudible) estimated cash flow. It based on the phasing plan that we presented to you.

You just modified that in a much shorter time. We will change the numbers to reflect that, but what we want to point out here, just a couple of things in passing. The \$328 million is the total cost of the projects that we're talking about in these first three phases. My point of comparison, if we go back to the bond issue for \$450 million plus the \$60 million that we had set aside for this project, that was 510 million, so that is still a very large number but it is more than a third less than what we were planning to spend in the original master plan. The other thing that is important and you will see it detailed out in your hand-out, you can see the source of funds start with \$120 million in cash. Borrowed funds, we need \$208 million and you can see it on the chart at the bottom, of the hand-out, that can come from leases, about \$15 million. The legislation that the Chair talked about earlier, the \$15 court facilities fee could be bonded to support about \$60 million and then the difference, as I understand, the recommendation that you agreed to earlier in the year, this financing plan used the cash, (inaudible) the tax burden, use the rent savings and court facilities fee and take advantage of reductions and voter debt service to avoid an increase in taxes. That is the \$36 million that would be coming off the tax bills per year beginning in FY 11. (Inaudible).

So this is the financing plan to date. Before going to the next slide, it's really a minor addition to it, but are there any questions? I believe you are in agreement to this, so I am not trying to slow down the process.

MR. FINKELSTEIN: The \$4 million from the court services fees, is that the Senate bill that --

COMMISSIONER LIEBERMAN: Right, and I have a question on my sheet when Pete is finished, which says what do would do if it doesn't pass?

MR. CORWIN: Great question. If it does pass then without going to voter debt, the proposal you get would be to get the difference from that \$36.4 million. That requires the Board of County Commissioners to obviously increase the operating millage as the debt service millage goes down. (Inaudible.) So you can tell the taxpayer it's an increase in one pot versus the other. If you didn't get the \$15 surcharge which raises \$4 million per year, then you would -- the difference would be that, you would need more than that 8.9 of the 36.4. The key question is if you have bonded debt, what is the source to pay it back and that is why the court facilities fee legislation is so critical. It gets you another \$60 million towards that objective.

MR. FINKELSTEIN: Do you know if other cities and counties are looking to do what we're looking to do here?

COMMISSIONER LIEBERMAN: Yes.

MR. CORWIN: The next slide is just we would recommend given the current state of the market, it's not necessarily for this Task Force or even the Board to say exactly what or how you would borrow the money. Basically the market is unstable but given the cash and -- that is the advantage we have, we can proceed with the cash. But we don't have to go to the market under these conditions. We talked about, we had our financial advisor. That last chart was from our financial advisor. We looked at three different options. It wouldn't make sense to use it to make debt service payments. You would basically lose money. You could use cash for paygo (phonetic spelling). That is recommended. One thing that looks like it could be promising, especially if we jump into moving forward quickly, the cash could be used to back commercial paper program. This is not recommended because you lose money, but it's possible as market condition goes, it will let us make money on that cash.

MAYOR SEILER: Isn't this a County Commission decision and has nothing to do with us?

COMMISSIONER LIEBERMAN: No -- well, not quite. The County Commission is looking for recommendations from this Task Force as to methods to pay for what we're recommending. The ultimate decision, yes, is with the Board of County Commissioners, but everyone's opinion is critical.

MR. CORWIN: And our recommendation would be to you, would be this next stop point, but given what you did to our project schedule (inaudible). That we would recommend being with you don't have to jump in with both feet, get our design firm to do this as fast as they can, we can go along way before we hit the market and borrow the money. It's in the voter debt. That is the decision. If they are willing to go forward with that we're willing to get the work.

COMMISSIONER LIEBERMAN: Okay. Questions on financing?

MR. PETTIS: One brief question.

Last meeting we were discussing looking at the stimulus package to see if there was anything in there to help us out.

MR. CORWIN: In terms of direct grants, what we would like is somebody to write us a check. Potentially we have a project in there that -- we're requesting help with that parking garage, but we're not ready and it's also just folks doing it, there isn't a pot of money suitable for the project. Also I think it's more what the role to -- let's put it this way. Back on this first point, the stimulus bill might provide a form of financial aid that is applicable.

MR. PETTIS: Is there any secondary -- I know the state is getting a certain amount of money. Is there anything we could get through the governor's allocation of funds?

MR. CORWIN: We will look at every angle.

MAYOR SEILER: Does anybody ever look at using revenues from the garage, in some method, of doing a garage now, instead of having somebody else do it, use some of the cash we have now, build a garage and use the revenues from the garage to help pay for some courthouse funding?

MR. CORWIN: We will factor in everything to this bucket to pay off fines. One thing we will get to the committee is a study done by a parking consultant and especially if we go back to the principle that you advocated fair and reasonable rates. We asked our consultant to do it based on fair and reasonable rates. There is potential. We're basically parking jurors and employees. When you start charging outside agencies that helps a little but our first step is to make money and get it back down from \$8.00 to \$3 or \$4 per hour. Everything will help.

JUDGE TOBIN: What do we do if the \$60 million projected from the \$15 is (inaudible). What are we going to do? Do we have to go get financing? Is that the idea?

MR. CORWIN: The key is if we -- if that legislation passes --

JUDGE TOBIN: We know what happens if it passes. What happens if it doesn't?

MR. CORWIN: We're looking for about \$9 million to pay off the balance. You would simply add -- we would have to add \$4 million to that and that would be about \$13 million.

COMMISSIONER LIEBERMAN: Here's is what I think we need to spend a little bit of time on. As you recall the Board of County Commissioners approved a referendum on doing voter approved debt, which was defeated by the voters of Broward County. What Pete is trying to explain to all of you and I want you to understand where he is going with this, is starting in 2011 and going through 2013 there are three bond issues which will be over, will have paid off the bonds. They expire. Over those three years, at the end of the three years there is capacity of \$36.4 million in voter debt service which will no longer be needed. If you remember the discussion, and Gene, I think you brought it up at our last meeting, about the need to minimize impact because people are reeling so can we move the impact out. If you look at this sheet, you don't need your borrowed money until 2012, where you first start needing this money is probably 2011. And so the first year in FY 11, how much is freed up and what would that mean? Are you saying we should recommend a millage increase? Are you saying a referendum should occur in 2010, because we have until 2010, and then the 2010 referendum would be about 122, 206 -- \$208 million is what we need versus what we went to the voters for last time. That is what we need to discuss and make a recommendation on.

MR. CORWIN: If you went with a bond referendum, your best opportunities would probably be the August elections. If you get there in 2010 which is a year and a half from now you can (inaudible) \$36.4 million. The Chair mentioned you have \$18.3 million coming off and now if you go to the voters in August of 2012, the only savings you could take advantage of is the last drop, \$8.1 million, because the fiscal year starts two months later. That makes sense. So if you didn't go to the voters and best case scenario, you can wait until 2013 to increase the millage.

COMMISSIONER LIEBERMAN: How much of a millage increase do you need to get 8.9 million annually?

MR. CORWIN: I'm not sure. The issue is the new legislation that cities and counties have to operate on this.

COMMISSIONER LIEBERMAN: We need to have some discussion about this. Can you call Kayla and ask her what the millage increase would be, versus that reduction, if it's 8.9 or if it's 12.9, because that is really the issue. If it passes -- if the \$15 passes, we're at 8.9. If it doesn't pass we're at 12.9. I just want to make sure I'm communicating this. Great.

MR. CORWIN: We will find out the millage and the percent increase.

COMMISSIONER LIEBERMAN: So if you are looking at the sheet as I'm looking at the sheet, you need \$2 million in borrowed funds, in 2012, although I suspect everything is moved up by a year, 2012, 2 million, 122 million will be needed in 2013, which is now probably 2012 and \$84 million of borrowed funds is needed in 2014 for a total amount of borrowed funds of \$208 million, because under this scenario, we're recommending using the funds we've talked about from the previous meeting that we already have in the budget for the 10 courtroom addition. Discussion.

MR. FORMAN: In order to do that you have to raise the millage. I think our first choice is to do it without a bond issue.

COMMISSIONER LIEBERMAN: Let's see if that is consensus.

Is there anyone who disagrees that the best way to do this would be without having a referendum, as the Clerk has explained, and to phase it to take advantage of the \$36.4 million that will be coming off the millage, so that you will be deferring the



impact to later years when there is capacity in the county budget. Is there anyone who disagrees? Is there anyone who has a concern? Speak now or forever hold your piece.

MR. FINKELSTEIN: Is there anything inappropriate about taking a bond that is due, when the public has voted for it and we have carried through on it. Now that that debt is relieved, about is there anything inappropriate with taking that money and using it somewhere else?

COMMISSIONER LIEBERMAN: You can't use that money. It would require a vote of the county -- this is the issue. When those bond issues are fully redeemed, they've expired, it's gone. Whatever the millage is now, starting in 2011, there is room between what is needed from millage to pay the three bond issues and what is now needed because one, two or three of the bond issues -- so it's only a question of capacity, and I keep thinking how do we lessen the pain people are reeling. People are losing jobs and so to go to try and reduce the impact, we looked at where are the occasions coming where the millage could come down and if I am reading Pete correctly, what he's saying, we only need \$8.9 million of the 36.4, which is coming off the millage annually, if the \$4 passes.

MAYOR SEILER: So you are still providing the relief at the end when that bond comes in --

COMMISSIONER LIEBERMAN: Right.

MAYOR SEILER: -- but you had the capacity to still do something and the general public is going to have a better fiscal impact if we do it that way, so I think it's a great idea.

COMMISSIONER LIEBERMAN: So we wouldn't be saying, okay we will leave that in place. It would require another vote of the Board because they would have to

increase the millage, and depending what the legislature does with Taber (phonetic spelling) and some other ill thought out ideas, it may require a super majority vote of the Board of County Commissioners to do that, so I want you to weigh all of this in your decisions, because we need to make a recommendation as to -- and what Pete tried to do, which is why I thought we needed this discussion, was to reflect the feelings of the group to try to make whatever the financial impact is minimalized, so he looked for opportunities within the budget where there would natural reductions.

Pete, is that a fair --

MR. CORWIN: Yes.

COMMISSIONER LIEBERMAN: Elyse and the magic number is?

MS. ROSENBERG: The magic number is being e-mailed it me in two minutes.

COMMISSIONER LIEBERMAN: Are there questions, concerns? Issues?

MAYOR SEILER: I think this makes the most sense. Of all the financial things, this makes the most sense, and it's most likely to pass.

COMMISSIONER LIEBERMAN: While we're waiting for the magic numbers from Kayla, we're pretty much at the end where we get to wrap up on the areas of agreement.

I want to take a minute and thank each and every one of you. I know it's not easy for you to put this amount of time aside from your schedule, and really I think for me it's been very productive, and I hope you all feel the same way I do because we had a lot of very differing viewpoints here, but somehow we were able it come up with consensus on a large number of issues which I think vote very well for the future of the county in terms of having an immediate solution and a long range phasing plan which is one of the things we hoped was our objective when we first started this meeting and to

come to consensus. We obviously could not do what we did were it not for the wonderful help we have had with Mona, Elyse and Ruth and Pete and county staff. And Mona was a very stern task master and Elyse, you were really close, but I think by having them here they really helped us.

The issue I'm going to ask you all at this point is because there are still are some issues floating out there to see whether the group wants to issue a final report with an understanding there are future issues or issue an interim report with all of these areas of agreement and recommend that we meet again, maybe in June? Pete, would that be the appropriate time, when we were have the rest of the issues worked out and Jack has totally revamped the building department? So I'm asking for consensus. We have a recommendation on interim, where we've agreed and said we will have one more meeting but these steps can go forward in the mean time. Is everybody okay with that?

And then I would ask one more thing. Pete is going to put an interim report together. You obviously all will have a copy and I want you all to read it and I would like you all to sign the report. I don't want the report to be just for me, because it isn't just my report. It's our report, and so on the signature page, I'd like a space for each and every one of you to sign, and I am hoping you are all okay with that because I think we've all come to consensus that we've embraced this. Is everybody okay with that?

MR. PETTIS: These personal signatures will be personal guarantees.

COMMISSIONER LIEBERMAN: I think because Scott is not here, I really accept his gracious offer to fund the \$8.9 million in exchange for naming the Plaza Rothstein.

Is everybody comfortable signing their name to this report, because it is our joint work product?

Are there other issues anybody needs to bring up, would like to bring up, wants to talk about while we are waiting for Kayla's magic number?

MR. MORTON: As a part of the future phase-out, should we -- I suggest we might consider doing what is happening in Dade County. They are doing the juvenile building that houses everything, including the juvenile system.

COMMISSIONER LIEBERMAN: I'm glad you mentioned that, Chuck, and again, I appreciate you all accommodating my personal situations today, which have been trying at best, but thank you for reminding me because somewhere on my sheet, I wrote something about the juveniles, as something under "New courthouse must be secure" I wrote, what are we doing to separate the juveniles? And so that is an issue, and I guess, is everybody okay if we have another meeting in like June and that will be our last meeting. We should be able to wrap up. Is there anybody planning on a long vacation? No? So Pete will check with your calendars and we will while try to get a Friday in June that works for everybody.

JUDGE TOBIN: The juveniles, will there be a traffic flow pattern in the new buildings for the juveniles? The way Dade County did their main courthouse (inaudible) at least the family walks in there, but that was raised through that \$15 that they have had for years, that we don't have, that we're looking to get now in the legislature.

COMMISSIONER LIEBERMAN: Would you call the person who lobbies for the 17th Judicial Circuit, and you said make it a priority.

MR. FINKELSTEIN: I didn't understand what you were saying. About the juveniles when you said tracking, what they did in Dade?

JUDGE TOBIN: Dade has had the \$15 fee on their tickets that we haven't had all this time, that raised enough money to build in juvenile center that they have in downtown Miami, I presume, off of 27th Avenue.

MR. FINKELSTEIN: Commissioner, when they built this new courthouse, we were promised the juveniles wouldn't be paraded through.

COMMISSIONER LIEBERMAN: I'm not sure we are resolving the juvenile issue today, but I want to get everybody's comments.

MR. FINKELSTEIN: I can't sign on a report until that is resolved. That issue is huge to my clients and parents.

JUDGE TOBIN: It is resolved. What I said, and I misunderstood your last question. There will be a traffic flow pattern separate and aside from the adults, for the juveniles, and we have discussed putting a restroom in the area for the juveniles. There is a separate traffic pattern in the new building for juveniles so they are going to travel a separate way from the adults that are inmates and from the public.

COMMISSIONER LIEBERMAN: Are you comfortable with that?

MR. FINKELSTEIN: Yes.

COMMISSIONER LIEBERMAN: Mona, please make sure our interim report indicates that, and in the meantime, look at the issue that Chuck raises about whether it really ought to be a separate facility as they have done in Miami Dade between now and our June meeting.

Other unanswered questions, issues, things to be discussed?

MS. GORDON: Two other things we didn't get closure on. This one this is (inaudible).

COMMISSIONER LIEBERMAN: So Mona, unfinished business.

MS. GORDON: This one, so are we going to go forward with this now that we have had the phasing that we realized this isn't the stopping points?

JUDGE TOBIN: Of the 675, it may increase a little bit. Is it going to increase because you have other shell space and --

MAYOR SEILER: I thought that is how we were addressing -- that we were doing shell space.

MR. MORTON: That is my question, the 675 and shell space or does the 675 include shell space?

COMMISSIONER LIEBERMAN: It may be either and here is why. Part of the discussion today, and one the issues we're still looking at is should the State Attorney and the Public Defender be in a different building. Greg raised that issue and a couple of you around the table said that makes sense, so the issue I talked about is, if that is the case, we actually will have shell space in the 675 because the space in Pete's 17 story diagram that he showed you all has space for the State Attorney and the Public Defender, which will no longer be in that building.

JUDGE TOBIN: You don't have, as this building goes up, you're not going to have anywhere to put them. There will be no building except a new building. If we build a new building, putting them in it -- at some point they might be able to move out and convert that to whatever is fine.

COMMISSIONER LIEBERMAN: Or --

JUDGE TOBIN: There is no other place for them to go.

COMMISSIONER LIEBERMAN: Or as Pete mentioned, you could rent office space for the State Attorney and Public Defender with very little modification. You can't rent courtroom space because the modification is too great.

MAYOR SEILER: He had the same question I had.

JUDGE WEINSTEIN: I just have a little bit of a concern. I raise it because the judiciary is a separate branch of government. We cannot participate or be involved in other governmental activities. Clearly Judge Tobin and I being on this committee for the purpose of erecting a courthouse is appropriate. I'm not so sure I should be making financing recommendations. I think that is a governmental decision and in the report, I would like noted that we're not participating in any financing recommendations because that is separate.

COMMISSIONER LIEBERMAN: Can you get an ethical opinion on it? Great.

JUDGE TOBIN: I think by June --

MAYOR SEILER: It's a nonbinding recommendation, so I didn't think that will impact you.

MR. MORTON: Any financial decision the Board makes, and if it comes before you, you can recuse yourself.

COMMISSIONER LIEBERMAN: Okay. I think we have a solution.

MS. GORDON: So what is our final on this, that given the 675 and with the additional shell space, so I can move this to agreement?

MR. CORWIN: With the understanding we will look at whether it makes sense financially, because it would be nice for the State Attorney to have a separate building, come back to the June meeting whether it makes sense to take them out of this building and put them someplace else. As the Chief Judge mentioned ,they have to go somewhere.

COMMISSIONER LIEBERMAN: We will have an answer from the June meeting. Have we heard from Kayla?

MR. CORWIN: Yes. \$9 million as a point of reference would be about a 1 percent tax increase. The tax roll, as we know it, is going to go down. So just for clarification, right now, if it was this year, that \$9 million is worth 1 percent.

COMMISSIONER LIEBERMAN: So if \$9 million is 1 percent, so \$36 million is a 4 percent decrease, so there is a 3 percent gap between what we need and what we have available. Am I getting that right?

MR. CORWIN: And if you have it go from \$9 million to \$13 million you had been looking at something like 1 and a half to 2 percent.

COMMISSIONER LIEBERMAN: What I'm focused on is if \$9 million is 1 percent; \$36 million is 4 percent. There is a 4 percent reduction which we're asking to use 1 percent. Does everybody got that?

MAYOR SEILER: The only comment on that is there any other Task Force meeting anywhere else in the county that is also talking about using that for any other purpose?

COMMISSIONER LIEBERMAN: I don't know.

MAYOR SEILER: Is this -- has any other body met and talked about that capacity being used for some other purpose?

MR. CORWIN: To my knowledge, no.

COMMISSIONER LIEBERMAN: I don't know of any either, but we will get a definite answer to that by June, Pete, so you can check.

Okay. Is there anything else that we have left undone, Mona?

Is there anything else we have left undone, Pete?

Is there any issue to come before us? Okay.



Now because we're all on an expedited mood and we have finished 20 minutes early, when Pete e-mails you the report, download it right away, get your signature page and sign it because we can't send it to the Board until everybody signs. So the last person to sign will be the time frame within which I will move it to the county agenda.

I want to thank everybody for all of the wonderful insight and information you've given us. Thank you.

(The meeting adjourned at 3:42 p.m.)

(A copy of the audio recording of this meeting is available upon request by calling Document Control located in Room 336U, at (954) 357-7297.)

**2**

**The First Bi-Annual Broward County/City of Fort Lauderdale Summit**  
**Broward County Governmental Center**  
**May 19, 2009**  
**12:00 PM**

**PROJECT:** South Florida East Coast Corridor Transit Study

**ISSUE:** In order to relieve congestion and provide convenient public transportation service to the eastern portions of South Florida's tri-county area there is discussion of using the FEC track for a new passenger transit service that would connect downtown Miami, Fort Lauderdale, West Palm Beach and numerous other cities throughout the tri-county area.

**ATTACHMENTS:**

- City of Fort Lauderdale City Commission Conference Meeting 12/16/08 Agenda Report & Minutes
- Public Transportation Workshop Announcement 4/1/09
- April 1, 2009 Workshop Results

# COMMISSION AGENDA REPORT

COMMISSION MEETING DATE: 12-16-2008 AGENDA ITEM: I-A

COMMISSION REPORT NO: 08-1753

PREPARED BY:

Greg Brewton 12-02-2008 10:17:00

DEPT: Planning and Zoning

DEPARTMENT DIRECTOR'S SIGNATURE

Randall Robinson, Planner II, 954-828-5265

AUTHOR'S NAME, TITLE, AND TELEPHONE NUMBER

George Gretsas 12-11-2008 11:05:05

CITY MANAGER'S SIGNATURE

TITLE 1:

TITLE 2:

SUBJECT:

SOUTH FLORIDA EAST COAST CORRIDOR TRANSIT STUDY  
CARLOS CEJAS, GANNETT FLEMING, INC. - FLORIDA DEPARTMENT OF TRANSPORTATION

REQUESTED ACTION (STAFF RECOMMENDATION - CONTENT OF MOTION):

REGULAR AGENDA

CONFERENCE

Motion

Motion for Discussion

Old/New Business

City Commission Reports

Public Hearing

Ordinance

Exec Closed Door

City Manager Reports

Resolution

Presentation

Conference Reports

Purchase

Citizen Presentation

Advisory Boards

Consent Resolution

Public Notice Advertised: n/a

FUNDS APPROPRIATION/TRANSFER (provide index code, subobject, and title of subobject):

No budgetary impact.

## FOR PROCUREMENT ITEMS ONLY

PROCUREMENT REFERENCE NO:

TRANSACTION TYPE:

BIDS SOLICITED/RECEIVED:

WBE:

LATE BID:

Vendor:

MBE:

NO BID:

Amount: Details:

Procurement Recommendation:

**Description of Exhibits:**

1. PowerPoint Presentation	2.	3.
4.	5.	6.
7.	8.	9.

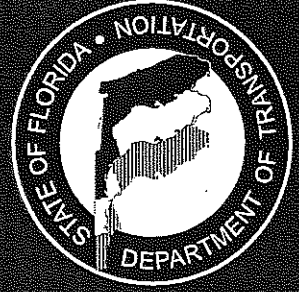
**EXHIBITS: AVAILABLE VIA HARDCOPY: Exhibit #s:**

**PRIOR COMMISSION/BOARD ACTION: (attach additional file if necessary)**

**BACKGROUND/DETAIL:**

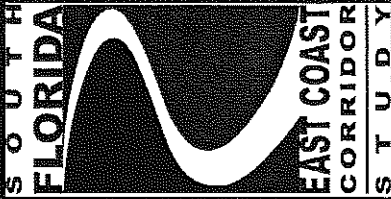
FDOT has considered a number of initial station locations as a result of earlier work (Phase 1), field work and meetings with community planning staff. As the project advances these potential locations will be evaluated based on a number of criteria relating to land use, land use policies, potential for economic development, accessibility, ridership and further community input. There are seven potential locations for stations in the City of Fort Lauderdale as well as a station site at the airport. The project team is seeking guidance from the Commission as to the best way to work with your community to come to consensus on station locations which have land use plans that support transit and maximize the potential for federal funding for the project at large.

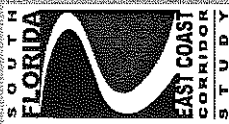
**Attorney's Initials:**



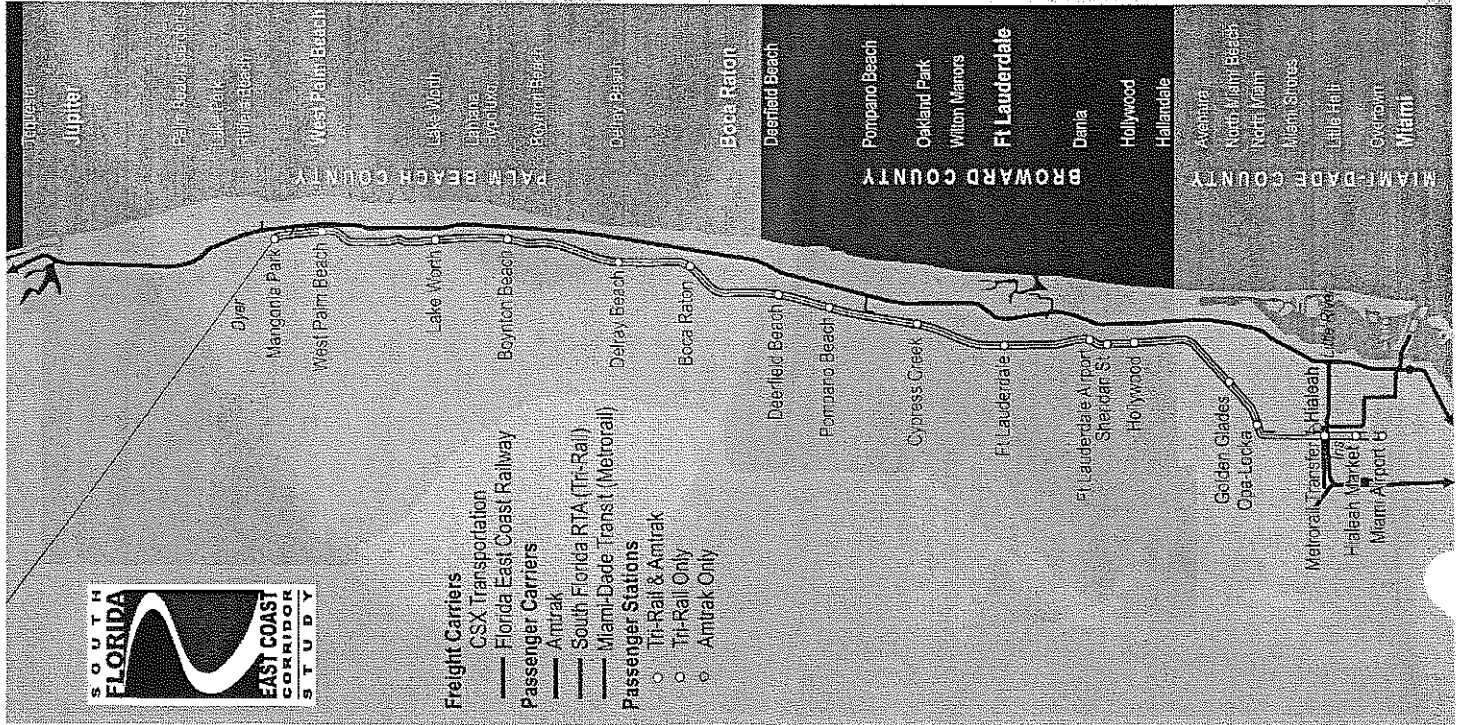
*Fort Lauderdale Commission Briefing*

*December 16, 2008*





- Freight Carriers**
  - CSX Transportation
  - Florida East Coast Railway
- Passenger Carriers**
  - Amtrak
  - South Florida RTA (Tri-Rail)
  - Miami-Dade Transit (Metrorail)
- Passenger Stations**
  - Tri-Rail Only
  - Amtrak Only



# Today's Presentation

- Project Overview
- Project Schedule
- Funding and Phasing
- Potential Services
  - New River Crossing
  - Integration with other transit projects
- Station Area Planning
  - Station Typology
  - Potential Fort Lauderdale station locations
  - Evaluation
- Next Steps



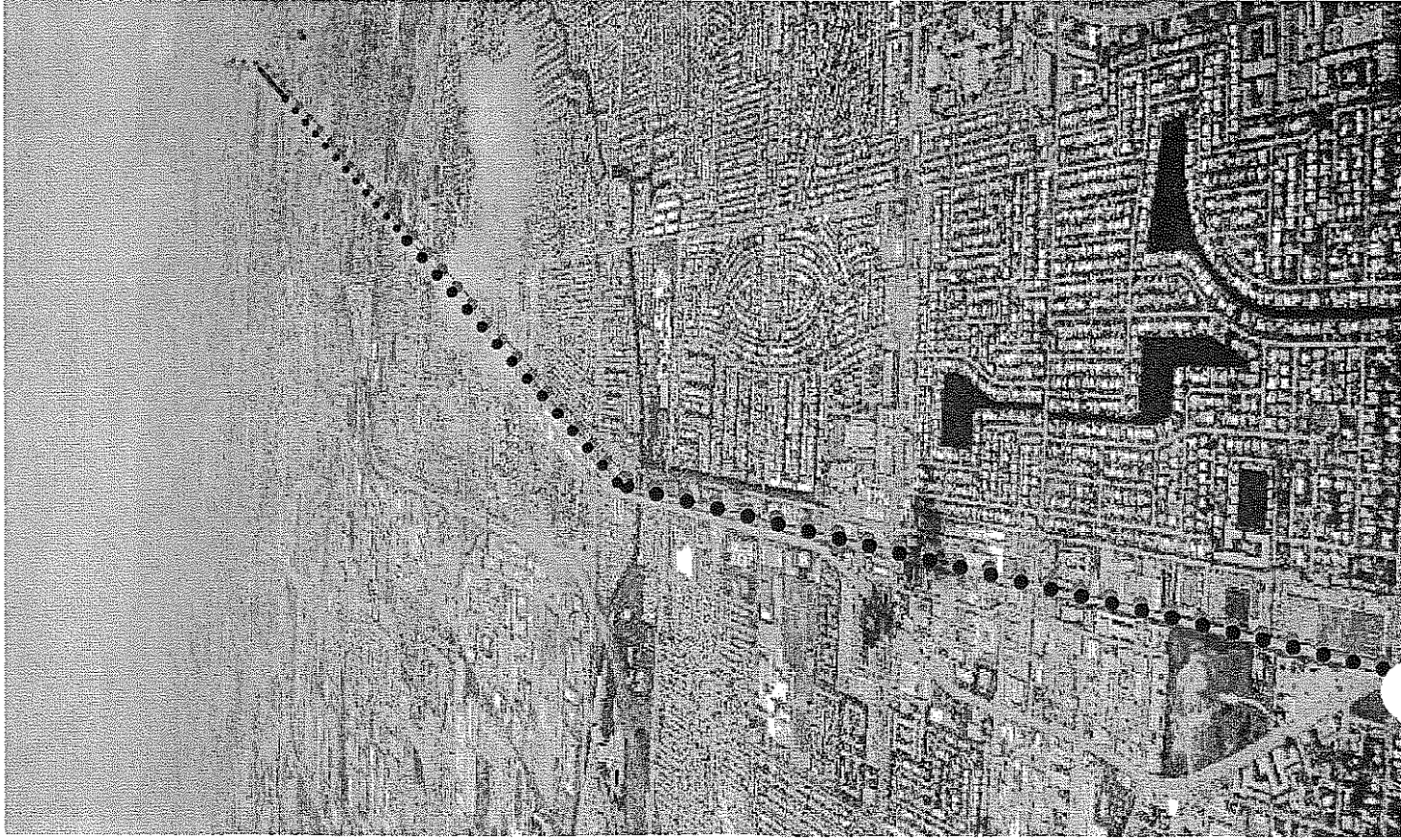
# Project Overview

- Net migration continues into Southeast Florida
  - Major growth in regional population by 2030
- Highway capacity insufficient
  - Roadway network is built out
- Improvements to Tri-Rail, Metrorail and bus system not enough
  - Tri-Rail expansion limited by infrastructure constraints and CSX operation
- New travel options needed
  - To reduce travel delays
  - To sustain quality of life

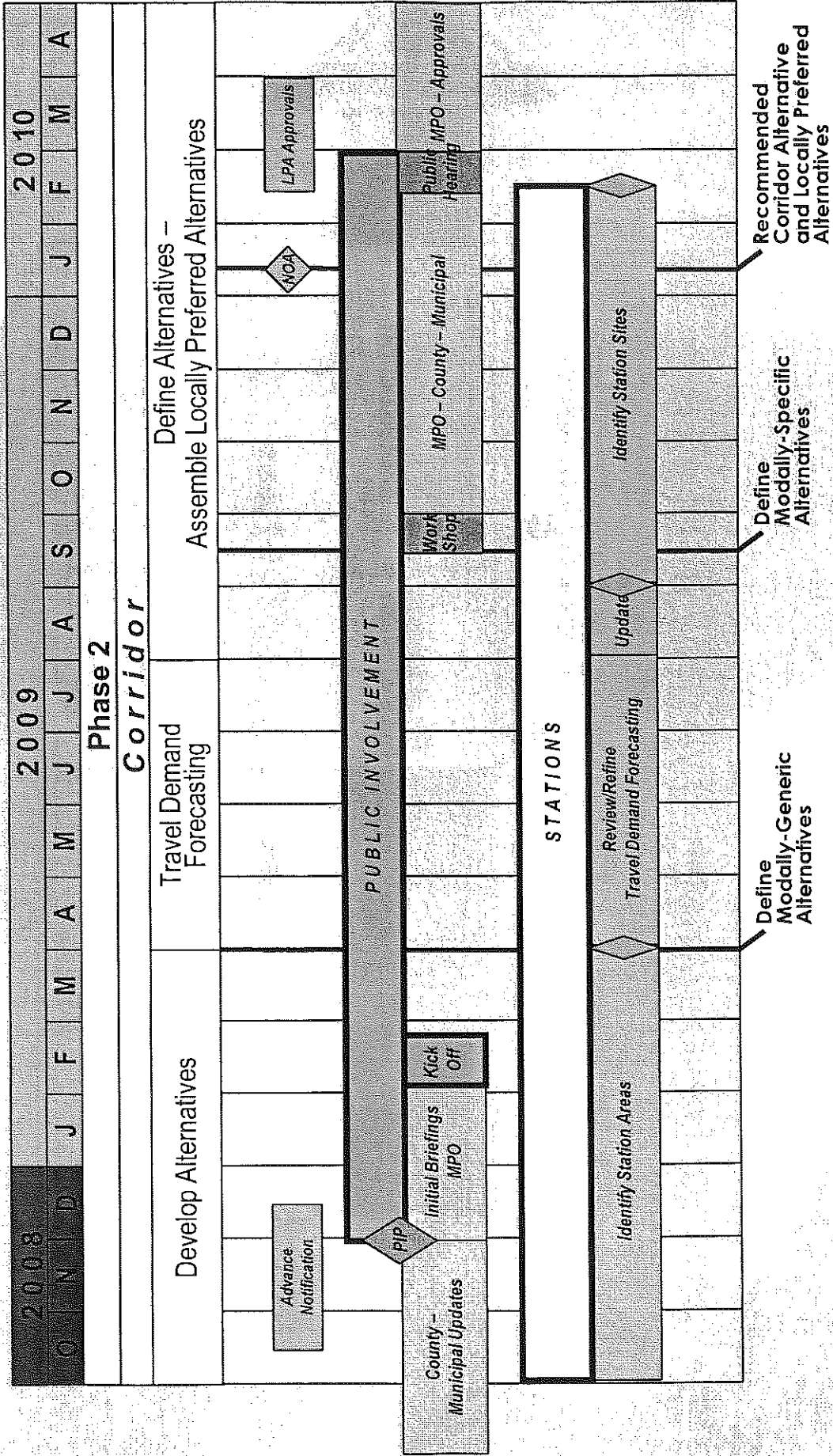


# Florida East Coast Railway

- A 100-foot wide corridor
  - One or two main line tracks
  - 26 daily freight trains
- Links all three regional Central Business Districts
  - Miami
  - Fort Lauderdale
  - West Palm Beach
- Traverses core of communities east of the Interstate
  - Re-establishing a link that led to their formation



# Project Schedule



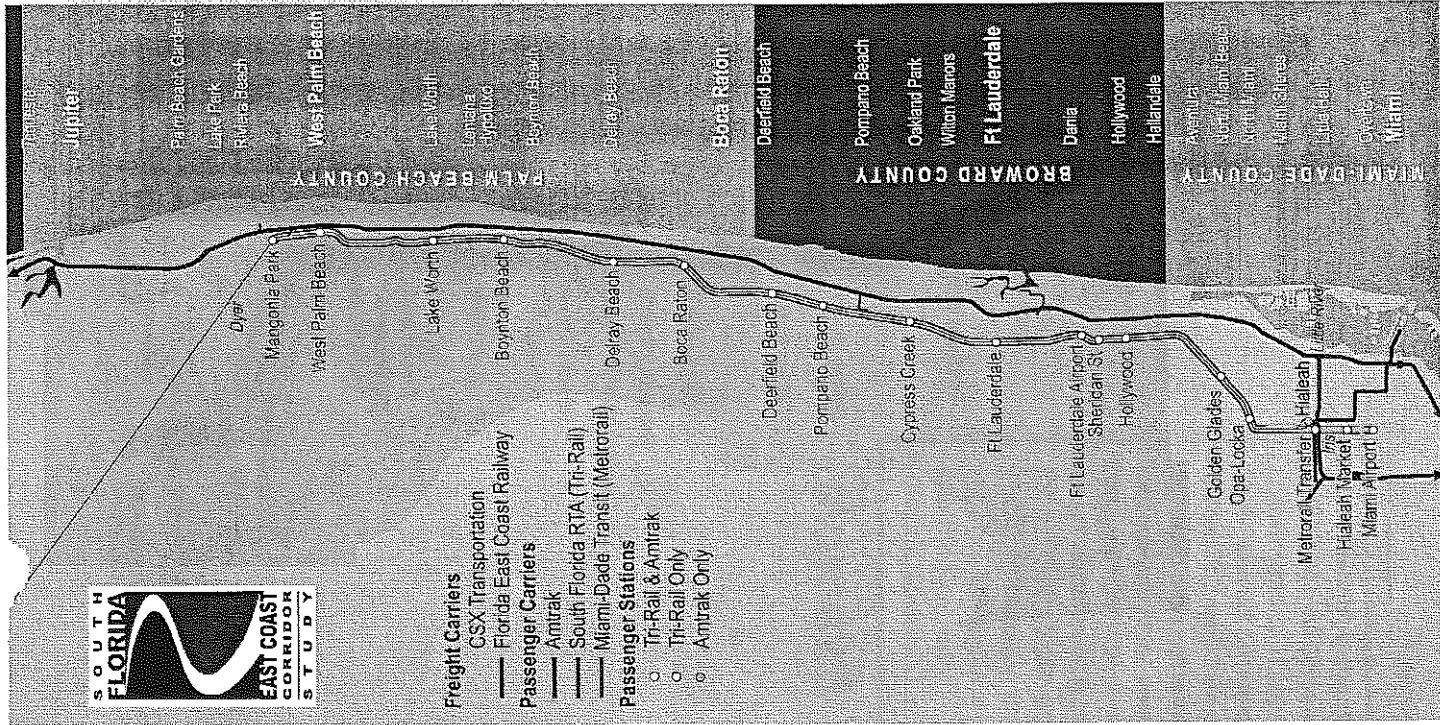
# New Starts Process

- Project Development: Typically 6-12 Years

FTA Approval Required      FTA Approval Required      FTA Approval Required for Fully Funded Grant Agreement

Process Stage	Completion Time	# Existing Projects
<div style="background-color: black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Preliminary Engineering	2-3 years	15
Final Design	3-7 years	9
Construction		18
Operation		





# Funding and Phasing

- Funding assumption
  - Federal 50%
  - State 25%
  - Local 25%
- Phasing
  - TBD based on ridership forecasting, service pattern, and local financial commitment

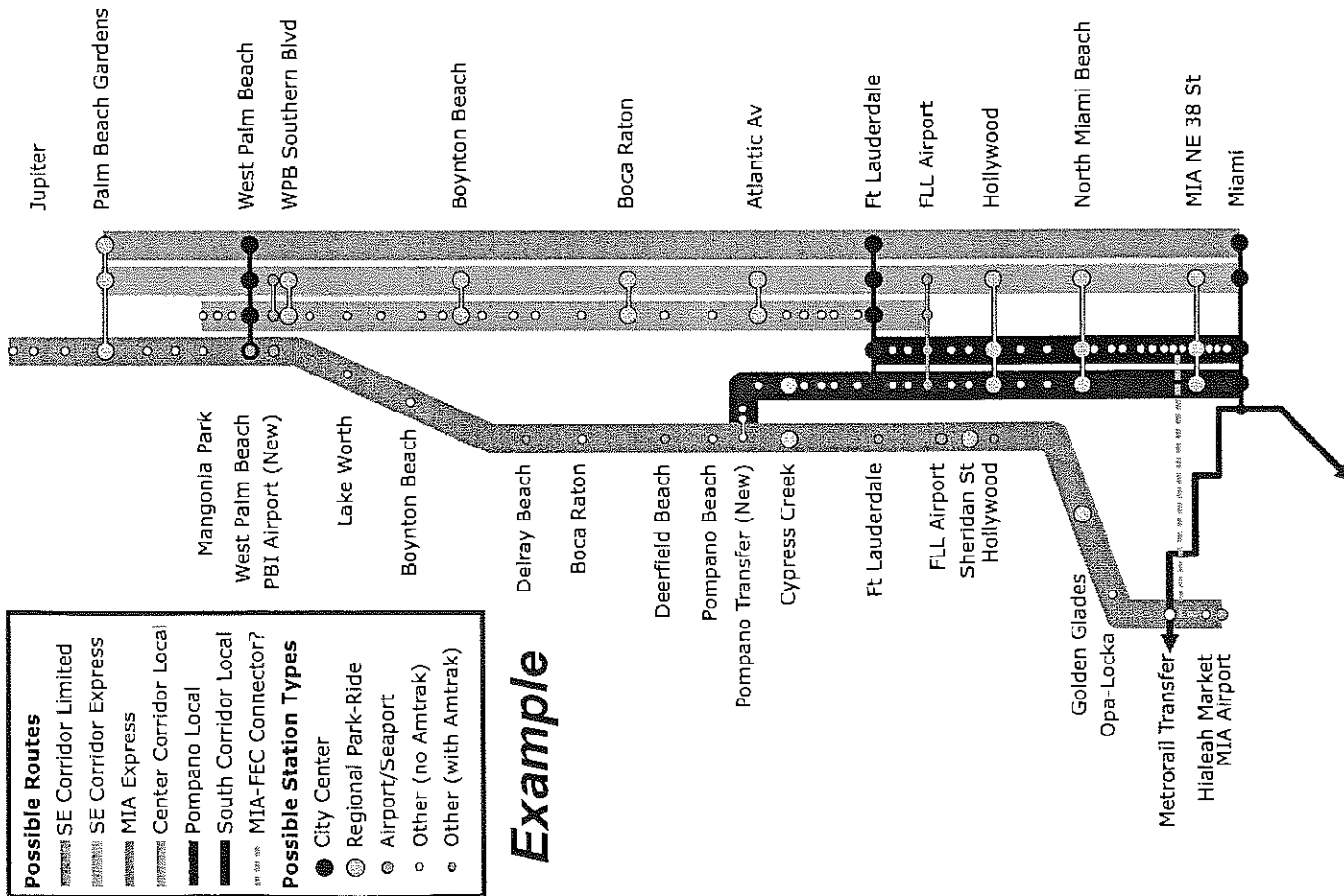


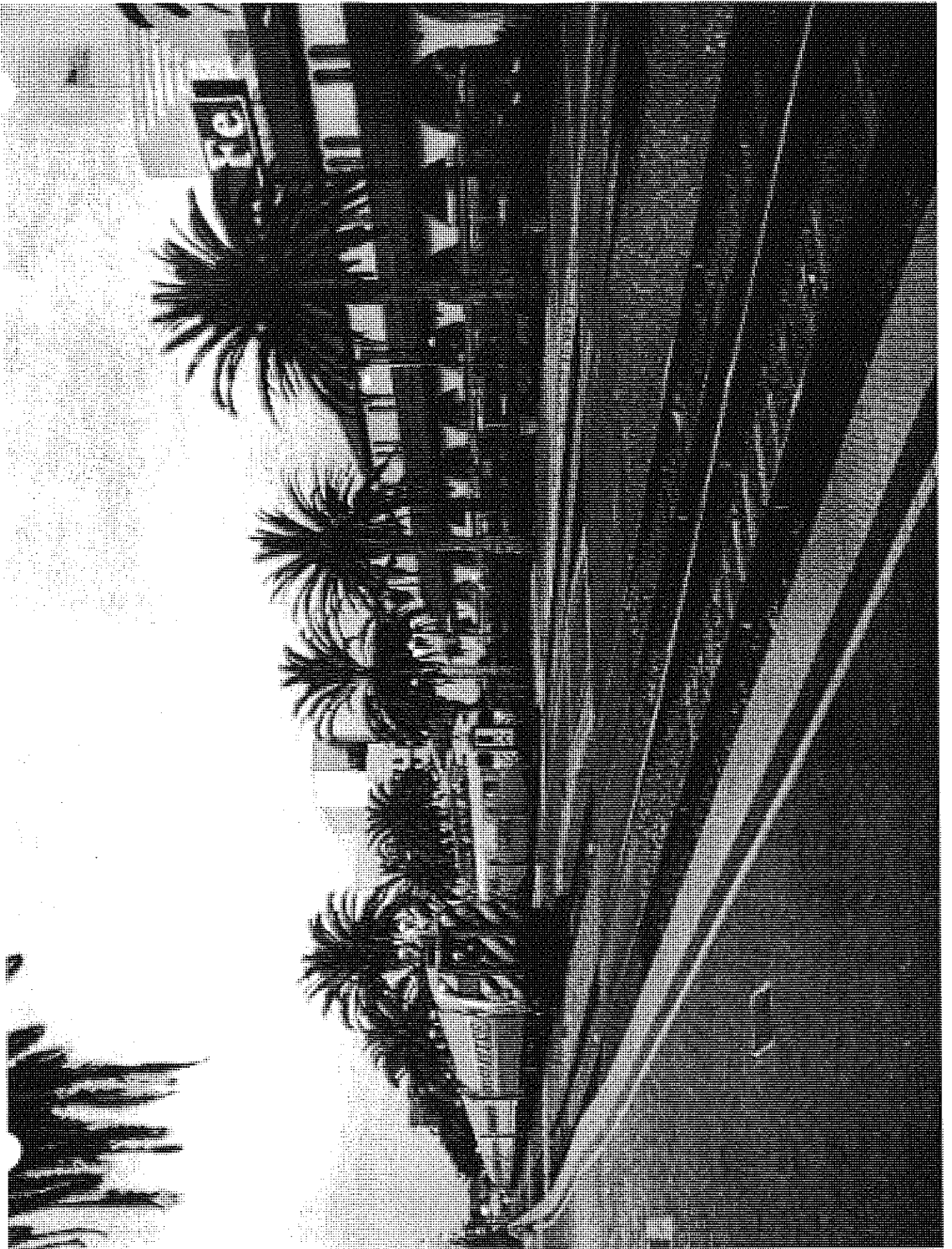




# Project Serpice Concept

- An integrated network
  - Tri-Rail, local transit and new services working in unison
- Combine local & express services
  - Balance travel speed with local access
  - Tiered level of service
  - Hierarchy of station types





# New River Crossing

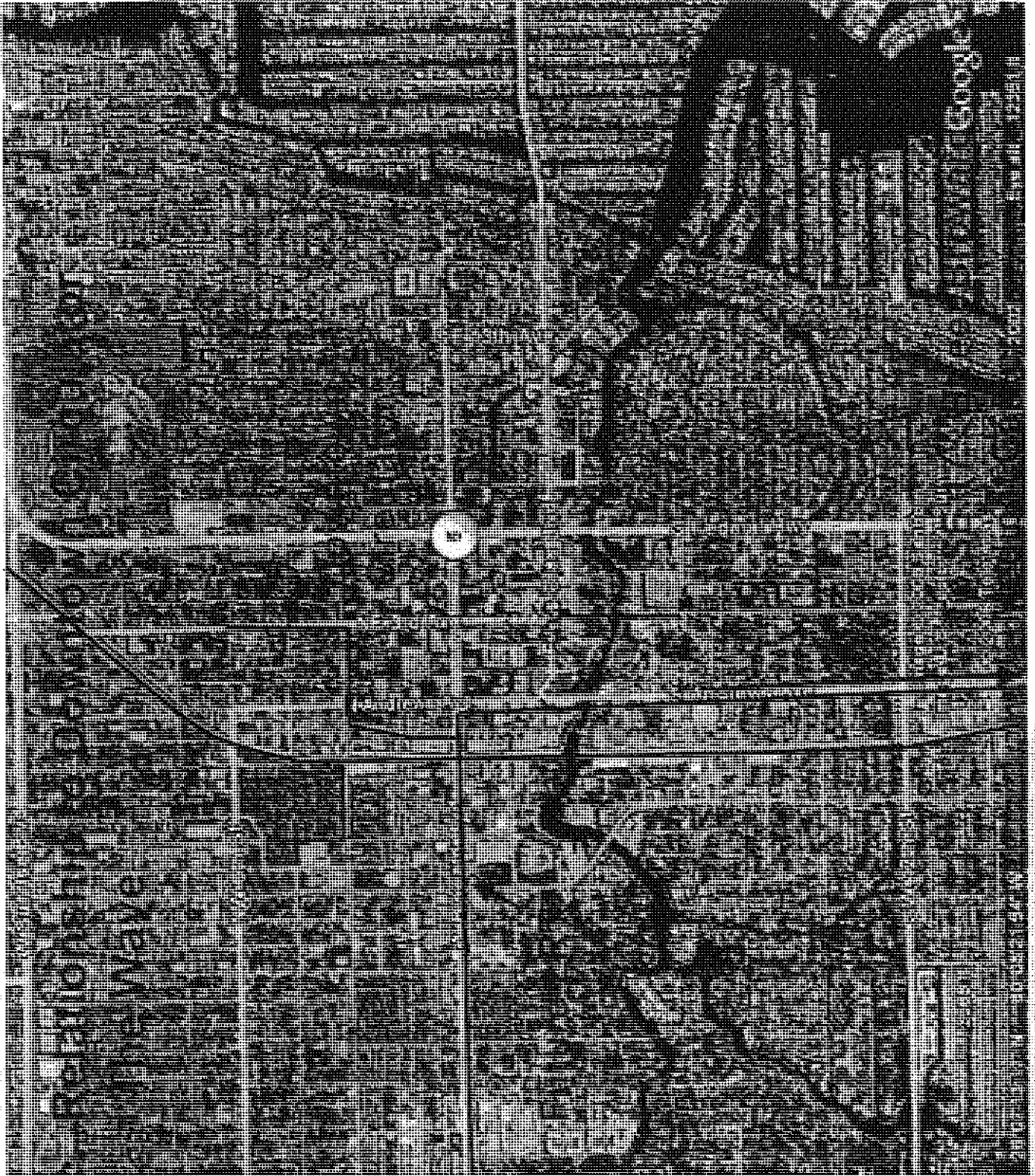
- Potential passenger bridge alternatives:
  - +/- 20-foot moveable bridge
  - Mid-height movable bridge
  - 55-foot fixed bridge
  - Tunnel
- Potential freight bridge alternatives:
  - Existing height
  - Same height as passenger

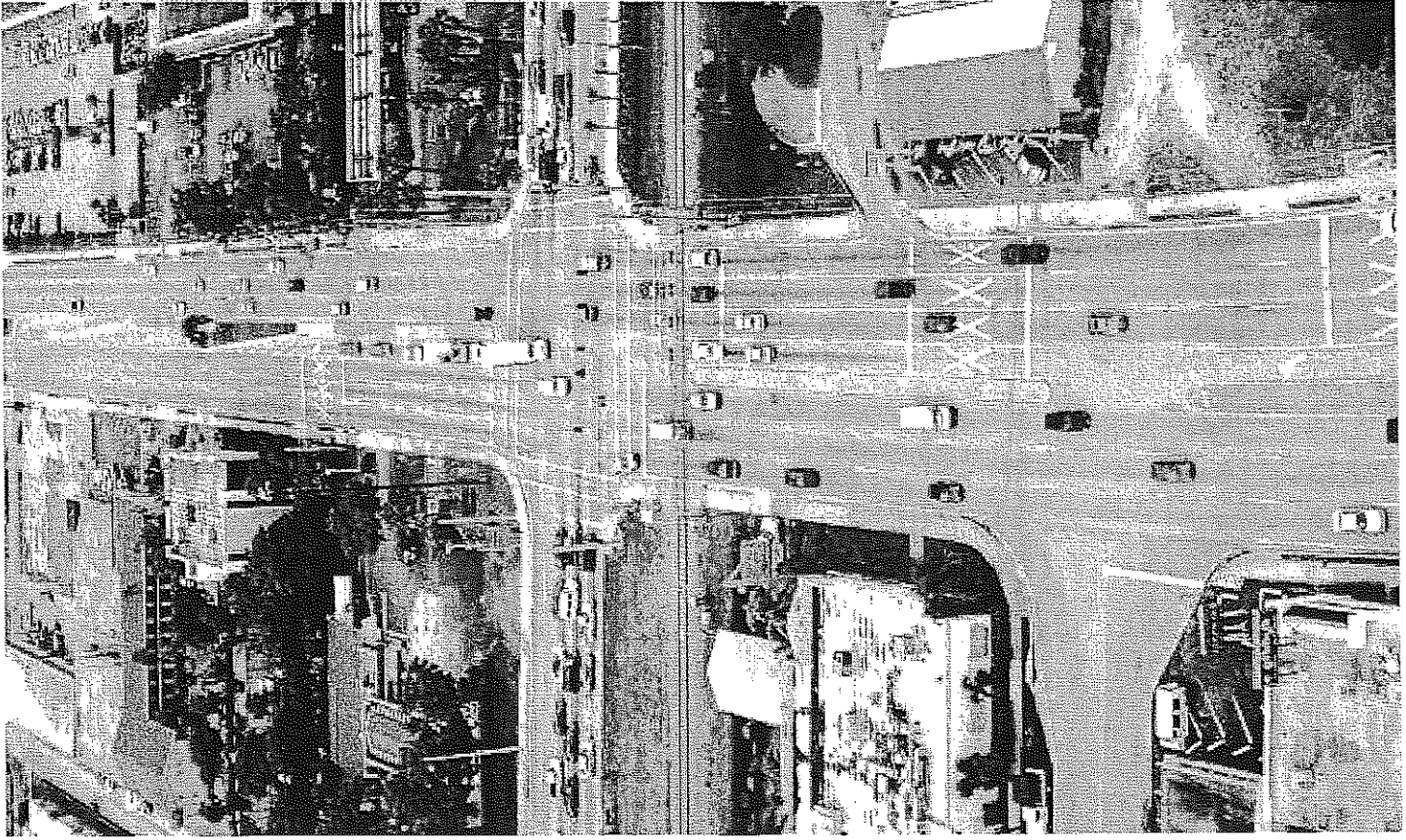




Florida  
Department of Transportation







# Project Stations

- Stations are a gateway to communities
  - Fill gaps in the urban fabric
  - Bring people to the scene
  - Create opportunities
  - Affect traffic circulation
    - Pedestrian & vehicular
- Project station goals
  - Address new transit needs
  - ‘Good fit’ for community
  - Support development needs
  - Encourage/shape redevelopment
  - Contribute life & vitality

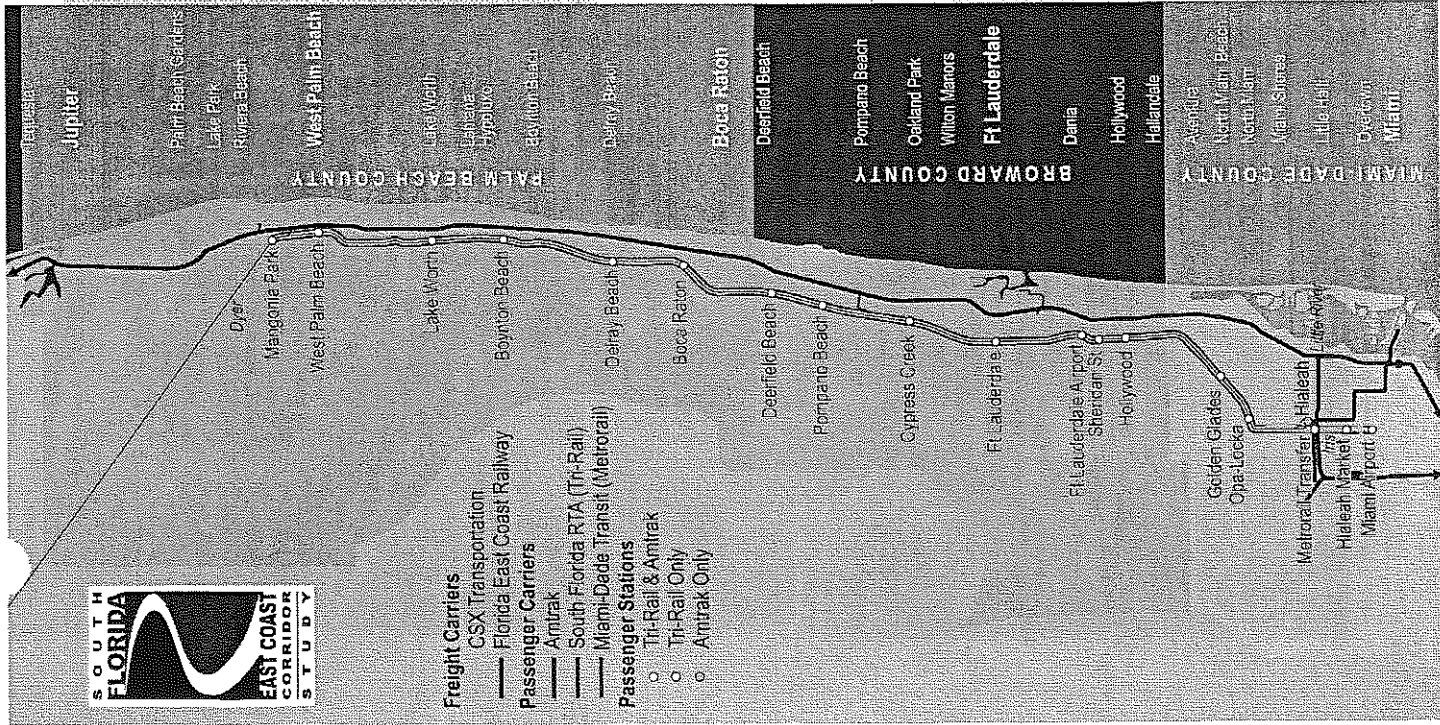
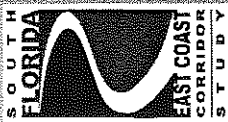


# Ongoing Station Area Planning Activities

- Station Area Planning to date:
  - Review of potential station areas with communities (ongoing)
  - Define station typologies (complete)
- Land-use planning coordination with DOT, SFRTA, TCRPC, counties and municipalities
  - Workshops or charrettes – technical assistance (ongoing, tailored to needs of individual communities)
  - Initial meetings with local government staff (complete, March – September 2008)





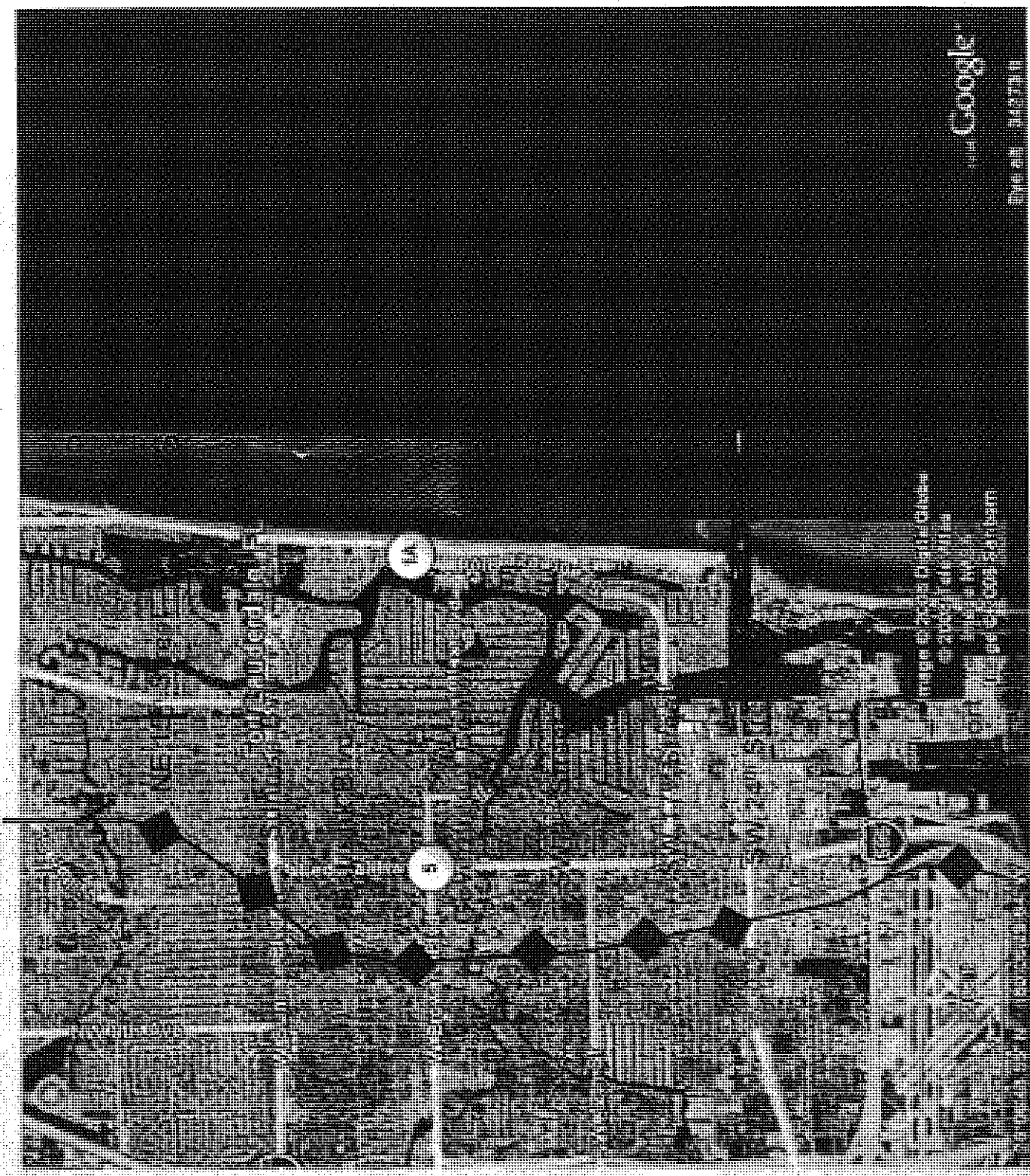


# Project Station Types

- Evaluation revolves around eight basic station types:

- City Center
- Town Center
- Neighborhood
- Employment Center
- Local Park-Ride
- Regional Park-Ride
- Airport / Seaport
- Special Event Venue





with Google

Florida Department of Transportation

Florida Department of Transportation  
1000 North West 17th Avenue  
Tallahassee, Florida 32304  
www.floridadot.com

# Station Evaluation Methodology

## Key evaluation factors:

- Environmental screening
- Population density
- Employment density
- Housing density
- Recent development
- Transit-dependent populations
- High trip generators
- Existing station area development character
- Transit-supportive plans and policies
- Market Potential
- Vacant/available land for redevelopment
- Land available for station
- Phase I ridership
- Transit connectivity
- Vehicular access
- Station spacing
- Community preference
- Local financial commitment



## **Next Steps**

### **Tri-County**

- Public kick off meeting February 2009
- Apply Station Location Evaluation Methodology to determine which stations to include in service planning and modeling activities

### **Specific to Fort Lauderdale**

- Local public involvement to help determine best locations and types for stations within the City limits
- Initial Public Meeting anticipated March 2009



**CITY COMMISSION CONFERENCE MEETING 1:30 P.M. DECEMBER 16, 2008**

Present: Mayor Naugle  
Commissioners Hutchinson, Teel, Lewis, and Vice Mayor Rodstrom

Absent: None.

Also Present: City Manager – George Gretsas  
City Auditor - John Herbst  
City Clerk - Jonda K. Joseph  
City Attorney - Harry A. Stewart  
Sergeant At Arms – Sgt. Rod McGowan

**I – A – South Florida East Coast Corridor Transit Study**

Sharon Cino, representing the Florida Department of Transportation (FDOT), indicated that FDOT is developing a master plan for the Florida East Coast (FEC) corridor, about 85 miles from Miami to Jupiter. Discussions are underway with respect to station requirements and meeting criteria for federal funding.

Carlos Cejas of Gannett Fleming, Inc., representing FDOT, presented slides concerning this item. A copy of the slides is attached to these minutes. He noted that in the end of January through February, there will be a series of kickoff meetings, including meetings with communities to flush out station issues. He emphasized securing federal funding is very competitive. The 25% local funding assumption is for capital. There will most likely not be all of the stations shown.

In response to Vice Mayor Rodstrom, Mr. Brewton indicated the FDOT will begin kickoff meetings in February and the City anticipates public workshops beginning in March with the matter coming back to the Commission in May.

In response to Vice Mayor Rodstrom, Mr. Cejas elaborated upon their notification list for the FDOT kickoff meetings and networking to neighborhood associations, business groups, property owners.

Vice Mayor Rodstrom asked whether FDOT analyzed the 13 Street corridor for a station. Mr. Cejas suggested the station information be viewed more as an area versus a specific location.

In response to Mayor Naugle, Mr. Cejas indicated northern portions of Fort Lauderdale were included with Wilton Manors and Oakland Park.

Mr. Cejas indicated there are about 96 station locations in total; that number will be narrowed down.

Commissioner Teel anticipated a station at Cypress Creek and Commercial Boulevard.



Mayor Naugle was interested in being informed about the process concerning the New River crossing because a fifty-five foot fixed bridge would eliminate Fort Lauderdale's sail boat market. He emphasized the marine commerce in the City. In addition to the height, width is also important.

Mayor Naugle referred to single ownership with respect to right of way that eliminates a lengthy acquisition process.

Vice Mayor Rodstrom wanted as many accommodations as possible to be made with respect to zoning and land use to facilitate needed stations.

**CITY OF FORT LAUDERDALE TO HOST  
PUBLIC TRANSPORTATION WORKSHOP ON APRIL 1  
Meeting to Examine Options for Passenger Service Along FEC Railway**

How do we relieve traffic congestion and provide convenient public transportation service to the eastern portions of South Florida's tri-county area?

A potential solution being studied centers on establishing a new passenger transit service using the 85-mile FEC Railway that connects the downtown areas of Miami, Fort Lauderdale, West Palm Beach and numerous other cities throughout the tri-county area.

You can find out more about how this integrated regional public transportation system would work by attending the City of Fort Lauderdale's upcoming **South Florida East Coast Corridor (SFECC) Workshop**. Details are as follows:

**City of Fort Lauderdale South Florida East Coast Corridor (SFECC) Workshop**

Wednesday, April 1, 2009 • 6:30 - 8:00 p.m.

Holiday Park Social Center • 1150 G. Harold Martin Dr.

(Located in Holiday Park • corner of Sunrise Blvd. and U.S. 1)

Fort Lauderdale, FL 33304

Hosted by the City's Planning Department in partnership with the Florida Department of Transportation, the workshop will focus on the portion of the FEC Railway corridor located within the City of Fort Lauderdale and neighboring communities.

Participants will have an opportunity to provide input and feedback on a variety of topics related to the project including:

- Examining various modes of transportation
- Identifying potential locations for future transit stations
- Reviewing various types of station designs
- Considering potential station area zoning changes
- Discussing potential opportunities and challenges to the community and environment

For more information about the workshop, please call the City's Planning Department at 954-828-5265 or visit [www.fortlauderdale.gov](http://www.fortlauderdale.gov). For more information about the South Florida East Coast Corridor Study, visit [http://www.sfeccstudy.com/project\\_description.html](http://www.sfeccstudy.com/project_description.html).



## South Florida East Coast Corridor Transit Analysis Study

Fort Lauderdale Public Workshop, April 1

### Summary of comments received from questionnaires and flip chart organized by topic.

#### Make-up of Attendee Group

41 people were in attendance, mainly homeowners, but also business owners, employees and renters. Attendee residency was from throughout the city, though concentrated along the corridor. The greatest neighborhood representation was from Poinciana Park, South Middle River, Lake Ridge, Flagler Village and Victoria Park.

#### General Sentiment toward Project

The overwhelming sentiment at this meeting was in favor of the project. There was also strong support for consideration of Zoning and Land Use changes near proposed stations to support ridership.

#### Nearest Cross Street

The cross streets with the greatest numbers of nearby attendees were:

- Sunrise Boulevard
- NE 13<sup>th</sup> Street
- SE 17<sup>th</sup> Street.

#### Boarding Location Preference

The greatest boarding location preferences were for:

- Broward Boulevard
- Sunrise Boulevard
- NE 13<sup>th</sup> Street.

#### Top Destinations

The top destinations listed were:

- Miami
- Broward Boulevard
- West Palm Beach
- Fort Lauderdale-Hollywood International Airport

#### Station Location Preferences

The greatest station location preferences were for:

- Broward Boulevard
- SE 17<sup>th</sup> Street
- NE 13<sup>th</sup> Street, Sunrise Boulevard
- Sistrunk Boulevard
- Fort Lauderdale-Hollywood International Airport
- Suggestions were made that stations be located near public schools and universities and that the opportunity for redevelopment should be a key factor in determining station locations.

#### What type of station where?

Responses included:

- Main stations at Broward and Sunrise
- City Center at Broward
- Sunrise should be considered as a regional/intermodal capture station with parking.
- Town Center at Cypress Creek
- Neighborhood stations at Sistrunk, NE 13<sup>th</sup> Street, Broward General and Holy Cross Hospitals.
- Study of users would be helpful.
- Consider old City Hall / One-Stop Shop as part of downtown station.

Response: This will be determined as station locations are finalized in coordination with other transit services such as proposed East / West line.

#### Station Amenities

The most desired station amenities in order of popularity are:

- Restrooms

- Restaurants / Cafes
- Bike facilities
- Parking
- Retail
- Residential

It was suggested that there be a Bike Sharing program as in some European cities. Suggestions for a bikeway / recreational corridor along the r.o.w. and a network of bike lanes connecting to stations were also made. Shelter from rain and sun was also often mentioned. A suggestion was made for security guards at stations. Stations should be fully ADA compliant.

### **Zoning and Land Use**

Increasing density, with a mix of uses and a mix of housing affordability, near stations was often mentioned. This would increase the number of origins and destinations within walking distance of stations. Specific suggestions included:

- Mixed-use development with a public plaza should be encouraged at NE 13<sup>th</sup> Street
- Low and moderate income housing at Sistrunk.
- Rely on existing / shared parking downtown, less so on any new surface parking.
- Planners should take into consideration the existing environment on the ground, rather relying on aerials and existing auto traffic volume to determine station locations.
- Focus on economic development and potential of the project to foster more pedestrian-friendly retail streets in Fort Lauderdale.

### **Miscellaneous Comments**

- There is concern regarding additional freight traffic on the FEC r.o.w.  
Response: Moving cargo to US 27 is being studied. There is also the potential for additional tracks in the r.o.w.
- There is concern that FEC has been uninterested in reactivating passenger traffic on the line in the past.  
Response: There have been changes in the leadership at FEC, such that it was FEC that initiated this study.
- This project is the greatest opportunity to advance regionalism in South Florida and cut traffic and pollution.
- Stations should be welcoming to the blind.  
Response: Design criteria for stations takes into account ADA.
- Will the system be developed in segments? If so, which will go first?
  - Various options
  - Begin "end to end" service from the start, but this may not be feasible.
  - Highest demand is Fort Lauderdale to the south.
  - Phasing will be vetted in Fall '09.
- 1980s Planning Document recommended grade separation for Sunrise crossing.
- Mass transit really benefits low income and disabled people, who will have cheaper alternatives to owning cars. Decreasing cars = safer roads and fewer traffic fatalities.
- Any plans to survey the public to assess need for more mass transit? Input from lower income areas would really boost the case that this is needed.
- There is 6 acres of land for sale at 13<sup>th</sup> Street.
- Tri-Rail trains can take a really long time to arrive.  
Response: Estimated service timing modeled at every 15 minutes.
- There is an old railroad easement for the old Port Everglades just to the north of I-595.
- 13<sup>th</sup> Street would make a better stop than Sunrise. Sunrise is too congested, plus there is 6 acres of vacant land for sale at 13<sup>th</sup> Street.
- The 13<sup>th</sup> Street Alliance represents four neighborhoods.
- Not all stations shown on map may be built.
- Horizon should be broader than 85-mile segment covered by the study.
- Consider repealing statutes re: eminent domain.
- Have mass transit go to new Marlins Stadium.
- Stations should be sustainable.



**The First Bi-Annual Broward County/City of Fort Lauderdale Summit**  
**Broward County Governmental Center**  
**May 19, 2009**  
**12:00 PM**

**PROJECT:** The Wave

**ISSUE:** The Wave is an electric fixed-rail streetcar system proposed to travel through downtown Fort Lauderdale terminating in the North at Sistrunk Boulevard and in the South at Broward General Medical Center. This project is public/private collaboration between the City of Fort Lauderdale, Broward County, Florida Department of Transportation, and the Federal Transit Administration. To date, the Broward County Board of Commissioners has agreed to operate and own the Wave. The City has agreed to contribute a \$10.5 million subsidy of the project as well as conceptually approved assessing downtown property owners.

This project will involve collaboration with many agencies that will gauge the feasibility of building and maintaining a streetcar system.

**ATTACHMENTS:**

- City of Fort Lauderdale City Commission Workshop Minutes & Backup 3/4/08
- City of Fort Lauderdale CAR & Backup 4/1/08 and Resolution 08-71
- Broward County Board of Commissioners Agenda Item and Meeting Minutes of 9/9/08
- Memo and attachments from DDA (Chris Wren) to City of Fort Lauderdale (Kathleen Gunn) – No Commission Action

**CITY OF FORT LAUDERDALE  
CITY COMMISSION WORKSHOP**

**March 4, 2008 – 12:00 P.M.**

Meeting was called to order at 12:17 p.m. by Mayor Naugle on the above date, in the 8<sup>th</sup> floor conference room of City Hall, concerning the Downtown Transit Circulator project.

Roll call showed:

Present: Commissioner Christine Teel  
Commissioner Charlotte E. Rodstrom  
Vice Mayor Carlton B. Moore  
Commissioner Cindi Hutchinson  
Mayor Jim Naugle

Absent: None

Also Present: City Manager                      George Gretsas  
City Auditor                                      John Herbst  
City Clerk                                         Jonda K. Joseph  
City Attorney                                     Harry A. Stewart  
Sergeant At Arms                                Captain John Labandera

Mayor Naugle recognized the Downtown Development Authority's Board of Directors present: Gale M. Butler, D. Fredrico Fazio, Peter Feldman, Alan C. Hooper, Charles B. Ladd, Jr., John (Jack) T. Loos. As well as Chris Wren, Executive Director and John M. Milledge, General Counsel.

Jack Loos, Authority's Board Chair, said the DDA and their many partners at the local, county, state, and federal levels have worked on the downtown transit circulator project for six years. The DDA has been able to bring all of these entities together. As a business group, they pursue and work on things they believe they can make happen. If this was easy to do, it would have been accomplished long ago. They hope a prototype could be created that could be expanded and duplicated throughout the community.

Chris Wren, DDA Executive Director, noted that transit projects are complicated. They believe this is the correct timeline. It is a public/private partnership. The DDA represents commercial property owners have funded this thus far with their partners, Metropolitan Planning Organization (MPO) and Florida Department of Transportation (FDOT). The City is now being asked to weigh in as a leader of this project. The DDA is seeking the Commission's direction on the alignment, to endorse the funding strategy and be a funding partner. There is also an assessment for the downtown property owners only. He reviewed slides on the downtown transit circulator project. A copy of the slides is attached to these minutes.

Mr. Wren noted the proposal is for a fixed-rail system and actually a modernized and more high tech version of Broward County's transit buses. Traffic can be behind, in front or go around. There would be designated stops and information provided as to when the next vehicle will arrive and where it will go. There would be traffic signal

coordination. The streetscape would be improved. Portland found their pedestrian activity increased 60% with a rail system because people felt more comfortable. This is the vibrancy the Board is hoping to achieve.

Phillip Smelley, Parsons Brinkerhoff (retained by DDA), reviewed those slides having to do with proposed routes (alignments) and station locations. He noted a detailed process was prescribed by the Federal Transit Administration. He highlighted facilities, major activity points and neighborhoods that each of the four alignments would pass. Alignment D-3 uses the tunnel and Federal Highway instead of the bridge over the New River. Alignment E-1 was added and includes some distance on Las Olas Boulevard or 2<sup>nd</sup>. In reviewing the cost slide, he noted an average inflation rate of 3.7% has been factored in. They would not be locked into a specific alignment until a decision is reached on the local preferred alternative. Submittal would occur between June and September. Preliminary engineering would be an additional six months to mid-2009 and during that time, alignment and station locations would be further refined. When a project construction funding agreement is negotiated with the federal government, a specific alignment, scope and schedule would be locked in. This is anticipated toward the end of 2008.

Mr. Wren continued reviewing the slides. He indicated that the DDA has strong federal support with respect to funding. They have received to date \$6 million. The State is also a strong supporter.

Jeff Weidner, Florida Department of Transportation, indicated the project team has met with all three of the secretaries, all of which support this project. The Broward County long-range plan shows a grid of transit projects, which he enumerated. Two letters have been issued indicating once all of the technical commitments and answers are provided, the State would be a 25% partner. A second letter indicates if the federal government does not participate, FDOT would participate 50/50 state/local. In connection with the rebuilding of Interstate 595, they have funding for eleven hybrid electric buses and operational funding for maintenance of traffic during construction. They anticipate continuing that operation afterwards. A regional connection to this downtown circulator would help the entire county transportation system.

For the remaining 25% funding, Mr. Wren said a financial committee looked at it and proposes local users of the system would help pay a portion of fair cost that the transit would be located within. The Downtown Regional Center and the South Regional Center are the boundaries of an assessment district. As development occurs throughout the years, the assessment unit costs would decrease. There is a project gap of \$600,000 that they would like the Commission to participate as a significant funding partner.

Ron Centamore, President of Downtown Civic Association, noted their boundaries. People moved to the downtown because they feel it will be cosmopolitan. They look to how the city will grow. They believe this transit system will keep traffic to a minimum and the growth it will project will benefit the city. They would like to see large retailers. There has not yet been a formal vote, but in the straw poll taken, 90% agreed with the \$99 per unit per year assessment. They have concerns and plan to meet with the DDA. One is feeding the system from residents that are 3-4 blocks away either east or west and could the present trolleys be used as feeder routes. Another concern is proper sidewalks. These things are not stumbling blocks and could be worked out.



Mr. Wren indicated the DDA would like the Commission to endorse all four alignments to move forward through the process. They also would like the Commission to weigh-in on 1) DDA's selection of E-1 alignment; 2) indication today as to a financial commitment; and 3) whether the process with respect to community support is adequate for the City to measure such a response.

Mr. Loos emphasized the DDA's role and need for the City to move forward with it. It has been a very inclusionary process. The circulator extends to Sistrunk and the hospital district to provide an opportunity to grow into other neighborhoods and areas that need such transportation. The downtown is the easiest and first place to justify such a system. He hoped it will expand into other areas.

Mayor Naugle asked how the system would work over the 3<sup>rd</sup> Avenue bridge. He asked when it is scheduled for replacement. Mr. Smelley said plans are to rehabilitate the bridge that would extend its life expectancy to fifty years which would satisfy Federal Transit Administration requirements. Replacing it would provide an additional twenty-five years which is beyond the project scope. Replacement would have to be entertained by the County. The timing of the system and movement of the boats on the river have been aligned as closely as possible with the Coast Guard and the County. The bridge would open as it does now. There will be overhead wires. Drawbridge examples are Stockholm, Portland and Provence, France. He explained how it works. Ship traffic would only be disturbed some eight hours during construction. There will be times the bridge is closed, but not ship traffic.

Mayor Naugle asked where the riders would be let out. Mr. Smelley indicated the preference seems to be side platform stations, unless for geometric reasons it does not work. It would be ADA compliant.

Vice Mayor Moore was concerned nothing is extending into the Sistrunk corridor. The formula for federal funding provides one be inclusive as to where it is provided as well as ridership. He wanted the system extending at least to 9<sup>th</sup> Avenue.

With respect to the assessment, Vice Mayor Moore asked about those individuals who receive an additional property exemption based on their age. He requested consideration to this age group. He asked if the assessment would impact property owners along route to the hospital district. Mr. Smelley replied yes, it goes to 17<sup>th</sup> Street. The hospital would pay also. Vice Mayor Moore noted those along Sistrunk would be expected to be impacted in the same way.

Vice Mayor Moore asked about the County contributing with respect to capital outlay. Mr. Wren indicated the primary position of the County has been operational. There has been some dialogue about transit concurrency funds helping with the capital. The County would be making a 20-year commitment with starting operational costs of about \$2 million. The DDA wanted equity for all.

Charles Ladd, DDA member, indicated he was the co-chair on the financing. There are other initiatives in the works, but the general concept of the assessment district was that the users would pay. They are also pursuing other government revenue sources. One example is the concurrency impact fee which is already being paid by new residential and commercial development in downtown for mass transit. They are speaking with County staff as well as commissioners about some of this money coming back into the

formula on an annual basis for the assessment district. It would be used to reduce the contribution by existing residential and commercial property owners.

Mr. Loos commented that it is a delicate balance of many beneficiaries and participants; they want to make sure everyone feels fairly treated. It was significant to get the County's commitment to be the operating partner which is a federal requirement. They do not wish to pit one government against another.

Vice Mayor Moore asked if the bus system would be discontinued. Mr. Wren indicated the consultant would analyze that, which is known as a redeployment plan. It would include both the Transportation Management Association's shuttles and Broward County Transit. Mr. Loos emphasized that Broward County Transit will be making the decisions. He did not think anyone wants any service reduction.

Vice Mayor Moore asked if Broward County Transit has made the financial commitment and they have considered removing buses from the line. Lynn Everett-Lee, Broward County Transit, said they have been working with the project team and the County Commission is on record as supporting the project. No routing decisions have been made because a final alignment has not been determined.

Vice Mayor Moore discussed what he learned from the system installed in the City of Portland. In response to Vice Mayor Moore, Mr. Smelley explained why Portland was able to have a lower per mile cost. Two significant items in Fort Lauderdale that did not exist in Portland are rehabilitation of the bridge and building a storage/maintenance facility. The two items total about \$45 million.

Vice Mayor Moore questioned the number of stations proposed which is not of such frequency in Portland. Mr. Smelley explained that Portland has tri-rail, light rail and trolley systems. The tri-rail stations are usually over a mile apart. The streetcar stations are actually closer together than proposed in this case. Also, more upscale stations are proposed.

Vice Mayor Moore summarized his concerns: route should extend to 9<sup>th</sup> Avenue; and cost per mile – with six vehicles, questioned cost of maintenance facility. He wanted more information about the number of stations.

Dan Glickman, Deerfield Beach resident, suggested using hybrid buses to connect with the FEC and Central Broward East/West systems to be built. The cost would be \$10 million in alternative.

Genia Ellis, Council of Fort Lauderdale Civic Associations, supported the proposal. She noted a presentation was made to the Council. They like that it connects to the hospital district. They support continuing dialogue with the DDA and public to decide upon the correct links.

Tim Smith, former commissioner, supported the project. He suggested the system extend to Sunrise Boulevard and the Sears Town area.

Michael Lorusso said he owns property in the downtown and favors an impact fee and how this project would affect movement in the greater downtown area.

Tim Petrillo, resident, property owner and business owner, believed the assessment is a small price for such an impact to the community. He urged serious consideration.

Patsy Mennuti, Executive Director, Riverwalk Trust, said their Master Plan and Projects Committee reviewed this proposal and support the overall concept. She looked forward to having the DDA attend their board's meeting next Wednesday.

Michael Madfis, South Andrews Business Association, supported the project.

Clare Vickery, resident and business owner, was excited to see the project come forward. She asked about a seamless transition from the end point to the airport.

Fredrico Fazio, DDA member, said they would like the route to be longer, but money was an issue. They believe this is truly doable. It is some for the future and the time to do it is now.

Alan Hooper, DDA member, noted construction that has taken place in the downtown and now Flagler Village. Residents bought into an idea of a little more sophisticated downtown. From an economic benefit, if fixed rails are built and people know it exists, the investment will come. This will draw retailers south and north of the river and possibly toward Sistrunk. It will make a vibrant downtown. It is a responsible approach to take on behalf of the residents who invested in a downtown vision that is included in the Master Plan. From a tax return standpoint, Florida is a donor state when it comes to transportation. Federal taxes are going everywhere, but Florida. This is a very positive project that the City, County and the community should embrace.

Mr. Loos commented that this is a beginning. Once it happens, others will want it. They would like to expand the system, but resources are limited. It must be where people generators are situated. They were sensitive to Vice Mayor Moore's concerns and that is why it goes to Sistrunk. Because of other concerns, it extends to be hospital district. Under this program \$150 million is the limit. He asked the Commission make a firm commitment to the project. Federal and state dollars are going somewhere. Consideration should be given to bringing those funds to this community.

Mr. Ladd believed there is over \$20 million in the budget for buying real estate for right-of-way and the storage yard. If government or the Community Redevelopment Agency, being a prime owner of land contributed land for the storage yard, it would reduce the cost. A large part of the budget is to purchase real estate in downtown for the storage yard. In reference to Mr. Glickman's alternative proposal, there are many reasons why fixed rail is much more effective, especially in terms of predictability when investment decisions are made. TMA is currently running a route which is similar to the proposed route. He understood that the TMA routes could be adjusted to become feeder routes to the transit and provide more connection alternatives.

Mayor Naugle agreed with the Sears Town suggestion. As far as Sistrunk connecting, trolleys could be used to connect.

Mr. Ladd noted that the downtown is severely impacted because it does not have direct interstate access. The distribution system would make it viable to connect Tri-rail to downtown.

Mr. Loos asked the Commission to make a firm financial commitment.

Mayor Naugle asked if the assessment assumes that the Hospital District, School Board and the City are paying the assessment. Mr. Wren said the assessment assumes that everyone is paying. John Milledge, DDA counsel, said the assessment in the slide presentation today excludes those entities because the DDA is presently in negotiations with the Hospital District and the School Board for possible contributions.

Mayor Naugle felt if those parties were assessed and the County was given a credit for paying operating costs, the \$600,000 needed from the City could probably be eliminated. For example, the City assesses government agencies on stormwater and other fees. Mr. Loos said that has been looked at and there would be a large shortfall. Mayor Naugle indicated that the assessment may have to be increased then. Mr. Loos was hopeful the City would make a commitment with which the Commission is comfortable and they will work from there.

Commissioner Hutchinson felt the City has to be a part of this. Whether it is a financial and, or a land commitment, it could be the same thing. It would free millions of dollars for for hard track in the road versus having to buy land. She liked the project, Alignment E-1 and believed the TMA would be a definite connector.

Commissioner Rodstrom felt it is a great idea, but she was concerned why it does not extend to Sunrise Boulevard and to 6<sup>th</sup>. She felt the trolley could infiltrate areas north of Sunrise Boulevard towards Sears Town.

Commissioner Rodstrom asked about the maintenance facility in the Progresso area. Mr. Wren said it is a maintenance facility site option, but it is not high on the consideration list. Mr. Loos said they identified a number of potential sites; they are looking for donors or voluntary sellers. They do not intend to condemn anything. Through the federal process, they have to vet sites properly before enter into any negotiations. The site must meet their criteria, but next is what would be most cost effective. They hope to cut the \$15 million budget.

Commissioner Rodstrom questioned if the ultimate site would have to go through the neighborhood compatibility process. She pointed out that areas where this system is placed will see rapid redevelopment, therefore, she was concerned about the northern end and Sistrunk. She wanted Alignment E-1 expanded. If not, she wanted that area to be first once the system is operational.

In response to Commissioner Rodstrom, Mr. Wren indicated that County committed to the operational costs in 2004.

Commissioner Rodstrom asked about the assessment process and would the City's commitment be contingent upon it. Mr. Wren said they wanted to make sure they are on the right track and obtain the Commission's endorsement today. They would continue working with all of the residential and business leaders. They would bring back a majority to the Commission to demonstrate support.

Neil Stirling said there would be a public hearing. Mayor Naugle concluded it would be a typical special assessment process where the Commission listens to public input and

then makes a decision to tax the area. A good campaign should be presented to the property owners.

Without the public hearings, Commissioner Rodstrom asked what the Commission is being asked to commit to financially. Mr. Wren explained everyone is waiting for someone to go first. They would like to see the Commission indicate some amount with which they are comfortable so they could begin getting finite answers from everyone else. They also would like the Commission to give the go ahead on all four alignments.

Commissioner Teel discussed what she gained from visiting Portland and the monumental redevelopment that occurred. Those areas that there is concern about not being included will come into place in time. In the meantime the trolleys provide connectors and feeders. Portland elected officials stressed public participation. The maintenance facility was tucked under an overpass. It was quiet and clean. She supported the project, whether it be cash or participation with land. The longer one waits, the higher the price.

Vice Mayor Moore wanted a review of expansion to Sunrise Boulevard and 9<sup>th</sup> Avenue. The reason the rail is such an advocated method of transportation is because the adjoining property owners have a vast value adjustment in their property. If certain communities are excluded from that same value added opportunity, expansion becomes more costly and difficult to do in phases. The federal government requires there be inclusive ridership. Once they look at the opportunities of assessing individuals included with the broadened route, it may lessen the unit cost.

Vice Mayor Moore commented about changes made in the City's government in order for people to have a voice at the table. The proposal did not originally include the Hospital District, but it is now included because Commissioner Hutchinson was involved in the process and it made valid sense. He asked the DDA to return in one month after additional research on the expansion discussed today. There is no need to exclude communities.

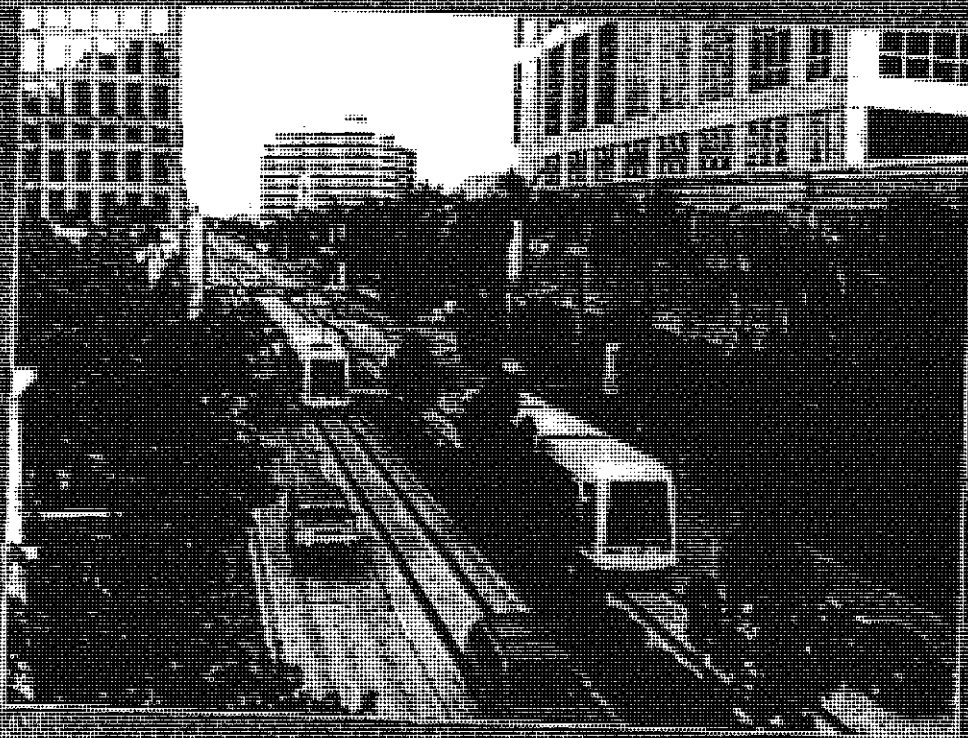
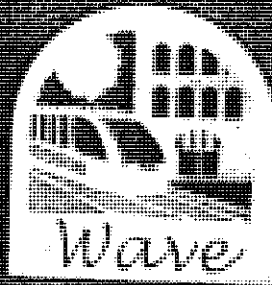
Mr. Loos explained it was extended to the Hospital District, not because of Commissioner Hutchinson, but because the transit experts looked at the people generators and density. The North Broward Hospital District and Broward General Hospital and the court system are the two largest people generators, coupled with the bus terminal. Out of respect for Vice Mayor Moore, they will take another look at the expansion suggestion. There is a finite amount of money and they have budgeted as long of a route as possible with the budget. They have attempted to reach out to all communities. The route goes to the bus terminal. They are trying to be as inclusive as possible.

Mayor Naugle said this matter would be discussed on the April 1, 2008 Commission conference agenda and a resolution would be scheduled for a vote that evening.

Vice Mayor Moore thanked the DDA for that consideration. He asked they contact the Midtown Business Association, Negro Chamber of Commerce and the Flagler Heights Progresso area.

Mr. Loos said there are finite dollars involved. He asked Vice Mayor Moore to assist in providing potential funding sources for the money he is talking about. Vice Mayor Moore noted the property assessment.

There being no other business to come before this Commission, the meeting was adjourned at approximately 1:50 p.m.



There's a *wave* of excitement growing in  
downtown and everyone's getting on board!

*The Wave* will be downtown's very own environmentally friendly, electric fixed-rail streetcar system – a convenient, “green” way for people to connect with all that Downtown has to offer.

*The Wave* will enhance quality of life, making it easier to move around, adding greenery and lighting – and attracting new neighborhood shops and services to the urban core.

As Broward County seeks sustainable ways to improve transit, *The Wave* is the future of improved county-wide transit.

Hopping on an air-conditioned streetcar will be a fun, efficient and reliable way to move among all these downtown destinations:

Flagler Village/NE 6th Street	Arts & Entertainment District	Judicial Complex
Broward County Transit Terminal	FAU/BCC Campuses	Publix @ SE 6th Street
Riverfront	Main Library	South Andrews Business District
Himmarshee Entertainment District	Financial District	Broward Health Complex/Broward
Historic District	Las Olas Boulevard	General Medical Center
Riverwalk	Government Complex	South Side School - Downtown's
Parks (Hulzenga Plaza, Stranahan, Flagler)	School Board Administration	Community Center

*(See proposed routes on the back page.) Read on to learn more...*

**Q:** How does it benefit me?

**A:** *Based on examples across the U.S., The Wave will...*

- *Create a “greener,” more walkable downtown (wider sidewalks, shade trees, seating, lighting)*
- *Connect downtown's many points of interest – and link with the regional transit network*
- *Save time otherwise spent driving and parking*
- *Reduce carbon emissions, providing for better quality of life*  
*Be a catalyst to build future regional transit systems*
- *Have a positive impact on property values*
- *Stimulate neighborhood retail and restaurant opportunities*

**Q:** Why do we need *The Wave* when we have the SunTrolley?

**A:** *Great downtowns like San Francisco, Portland and San Diego show that electric fixed-rail systems work far better than rubber-wheeled vehicles to increase public transit use and improve neighborhoods. Streetcar systems are charming, comfortable, safe, reliable, environmentally sound, and protected from the elements. Locations along the route have great appeal for new neighborhood shops, restaurants and services.*

**Q:** What will happen to the Sun Trolley when *The Wave* is operational?

**A:** *The Sun Trolley will be redeployed to serve the surrounding neighborhoods. It will provide convenient connections to the Downtown by feeding The Wave system, and will help build the regional transit network.*

To show your support call 954.463.6574 or email [elizabeth@ddaftl.org](mailto:elizabeth@ddaftl.org)



**Q: Who is involved in planning *The Wave*?**

**A: For several years, the DDA has coordinated with the City, Broward County, the MPO, South Florida Regional Transportation Authority (Tri-Rail), FDOT, the Federal Transit Administration and a host of organizations to plan and gauge the feasibility of building a streetcar system. From cities with successful systems, we've learned about fixed-rail's proven quality-of-life, environmental and economic benefits.**

**Q: When can I start riding *The Wave*?**

**A: The planning team anticipates construction will begin in 2010. We hope to have it operational by 2012, which is right around the corner!**

**Q: Will *The Wave* have a dedicated lane in traffic or can I drive in the same lane?**

**A: Vehicular traffic and the streetcar will share the same lane of traffic, with smooth flow managed through traffic signal coordination.**

**Q: How often will *The Wave* pick up passengers at any given stop and what time will it run?**

**A: The current plan calls for *The Wave* to run at peak hours in the morning, afternoon and evening, with waits no longer than 7.5 minutes at any stop.**

**Q: How much will *The Wave* cost to ride?**

**A: Broward County will own and operate the system, and will make the final decision regarding fares. Our plans call for a minimal fee that will be competitive with the area's other public transit fares.**

**Q: How much will *The Wave* cost to construct and who is paying for it?**

**A: The total capital cost is \$150 million. The federal government would pay 50% of that cost, and the state another 25%. The local share of 25% is anticipated to come from various contributors that will benefit from the system, including government and the residential and commercial/business community within the urban core.**

**Q: How much will it cost me as a resident of the downtown?**

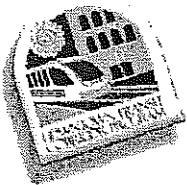
**A: A transit assessment is being explored, and would be limited to property owners within the downtown. It would not apply to any residents outside the downtown. Under such an assessment, the maximum a downtown resident will have to pay is \$100/year OR \$8.33/month. This is a maximum figure because if other contributions are added (which are currently being pursued), the cost to the residential and commercial properties would decrease. As the tax base increases, the fee would drop, since costs would be spread among more owners.**

**Q: What if I still have questions?**

**A: Check us out on the web at [www.ddaftl.org/dtc.asp](http://www.ddaftl.org/dtc.asp), email [elizabeth@ddaftl.org](mailto:elizabeth@ddaftl.org), or call 954-463-6574**

**To show your support call 954.463.6574 or email [elizabeth@ddaftl.org](mailto:elizabeth@ddaftl.org)**

A2

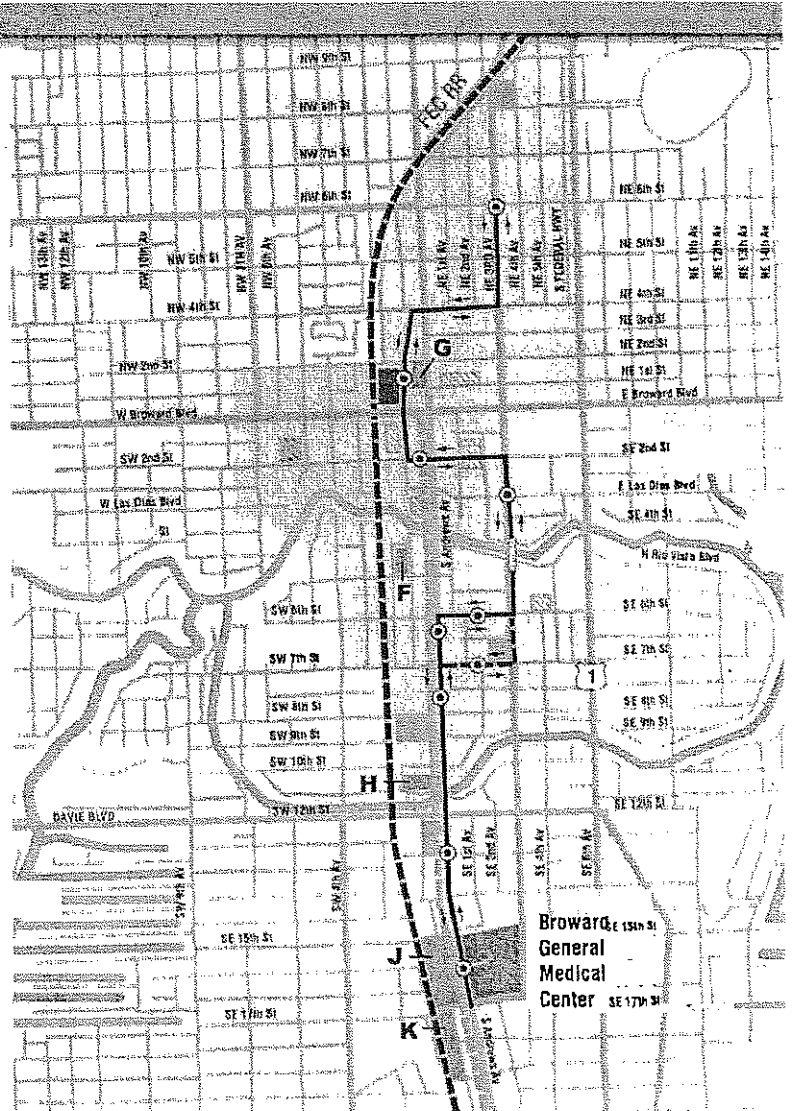


**CHARACTERISTICS**

Miles	2.7
Stations	0
Vehicles	6
Annual O&M	\$2,211
Capital Cost	\$130,020
O&M/Mile	\$819
Capital/Mile	\$48,350
Total/Mile	\$49,159

(Cost x 1,000 in 2007 \$)

- North/South Corridor Minimum Operable Segment
- Alternative Alignment
- Station
- Potential East/West Transit Alignment
- Potential FEC Transit Alignment
- Broward County Transit Transfer Station
- Optional Maintenance and Storage Site
- Drawbridge
- At-Grade Railroad Crossing
- Existing Parking Facility
- Proposed Rim Intercept Parking Facility





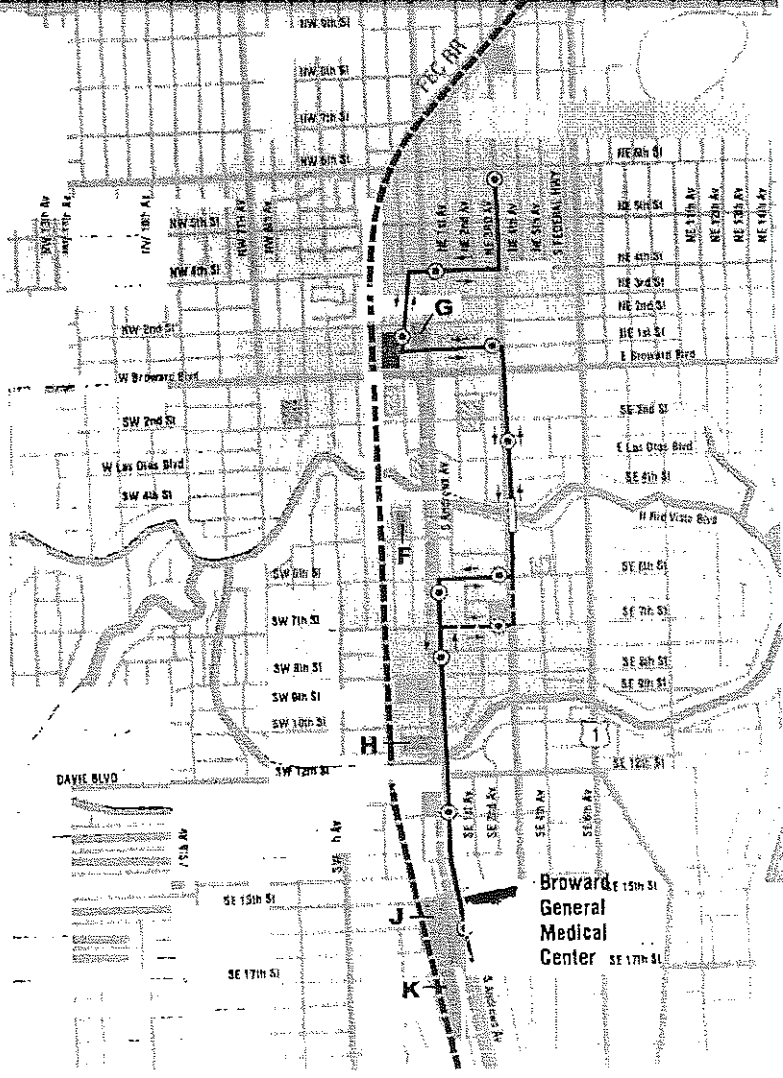
# B2

## CHARACTERISTICS

Miles	2.7
Stations	10
Vehicles	6
Annual O&M	\$2,211
Capital Cost	\$130,640
O&M /Mile	\$819
Capital/Mile	\$48,570
Total/Mile	\$49,389

(Cost x 1,000 in 2007 \$)

- North/South Corridor Minimum Operable Segment
- Alternative Alignments
- Station
- Potential East/West Transit Alignment
- Potential FEC Transit Alignment
- Broward County Transit Transfer Station
- Optional Maintenance and Storage Site
- Drawbridge
- At-Grade Railroad Crossing
- Existing Parking Facility
- Proposed Rim Intercept Parking Facility





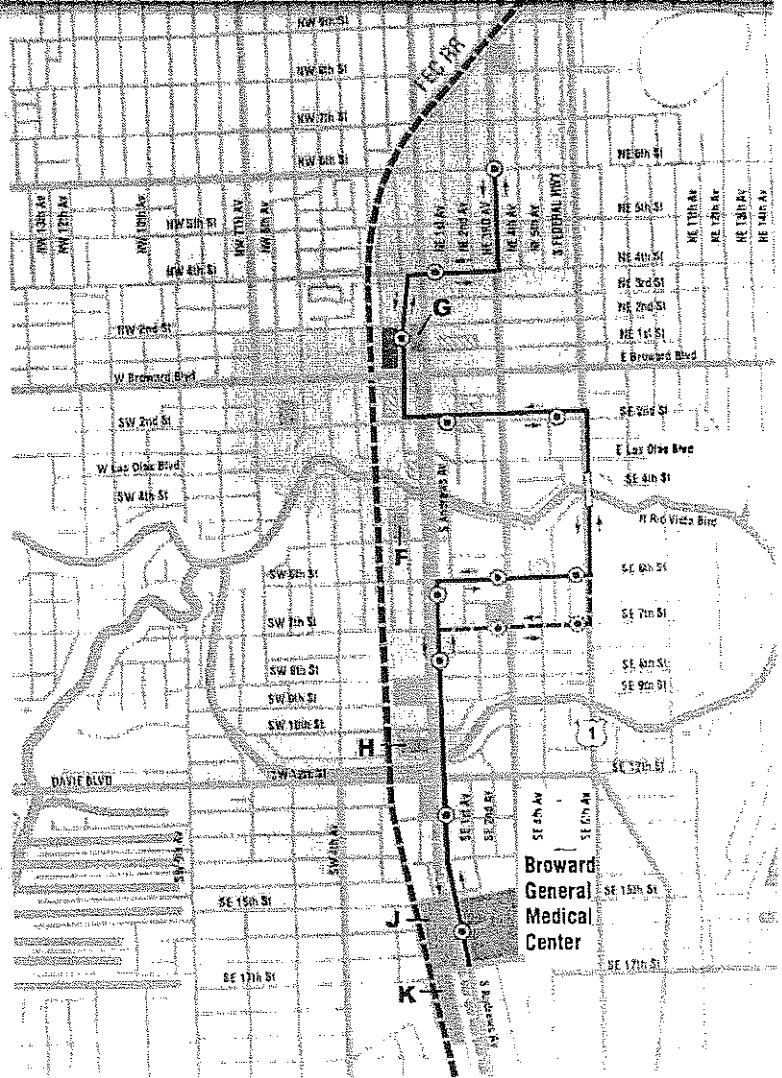
# D3

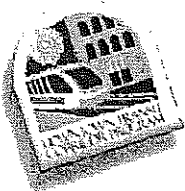
## CHARACTERISTICS

Miles	3.1
Stations	11
Vehicles	6
Annual O&M	\$2,282
Capital Cost	\$125,550
O&M /Mile	\$736
Capital/Mile	\$40,920
Total/Mile	\$41,656

(Cost x 1,000 in 2007 \$)

- North/South Corridor Minimum Operable Segment
- Alternative Alignment
- Station
- Potential East/West Transit Alignment
- Potential FEC Transit Alignment
- Broward County Transit Transfer Station
- Optional Maintenance and Storage Site
- Drawbridge
- At-Grade Railroad Crossing
- Existing Parking Facility
- Proposed Rim Intercept Parking Facility





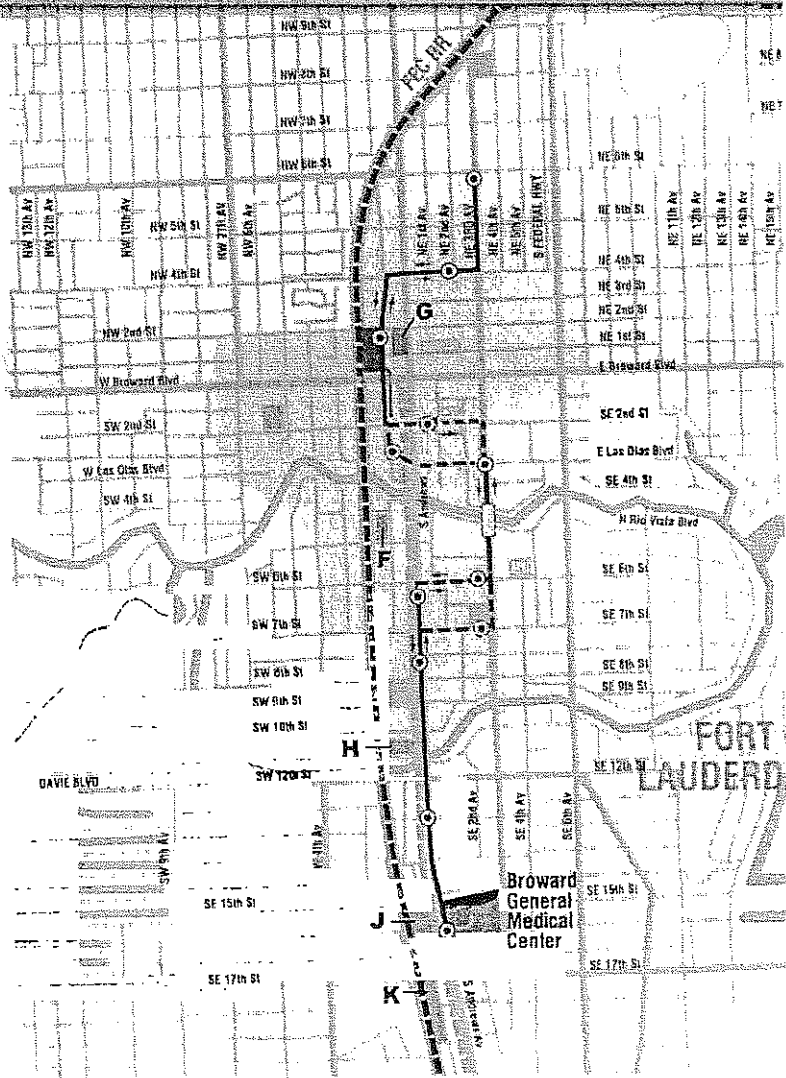
E1

**CHARACTERISTICS**

Miles	2.7
Stations	10
Vehicles	6
Annual O&M	\$2,240
Capital Cost	\$130,330
O&M/Mile	\$830
Capital/Mile	\$48,460
Total/Mile	\$49,290

(Cost x 1,000 in 2007 \$)

- East/West Corridor
- North/South Corridor
- ▬ Alternative Alignment
- ⊙ Station
- Potential East/West Transit Alignment
- ▬ Potential FEC Transit Alignment
- ▬ Broward County Transit Transfer Station
- ▬ Optional Maintenance and Storage Site
- ▬ Drawbridge
- ▬ At-Grade Railroad Crossing
- ▬ Existing Parking Facility
- ▬ Proposed Rim Intercept Parking Facility



# COMMISSION AGENDA REPORT

COMMISSION MEETING DATE: 04-01-2008 AGENDA ITEM: I-A

COMMISSION REPORT NO: 08-0466

PREPARED BY:

Greg Brewton 03-20-2008 08:45:56

DEPT: Planning and Zoning

DEPARTMENT DIRECTOR'S SIGNATURE

Renee Cross, Planner III, 828-4699

AUTHOR'S NAME, TITLE, AND TELEPHONE NUMBER

George Gretsas 03-27-2008 16:57:21

CITY MANAGER'S SIGNATURE

TITLE 1:

TITLE 2:

SUBJECT:

DOWNTOWN TRANSIT CIRCULATOR - DOWNTOWN DEVELOPMENT AUTHORITY  
JACK LOOS, CHAIR, DOWNTOWN DEVELOPMENT AUTHORITY BOARD OF DIRECTORS  
CHRIS WREN, EXECUTIVE DIRECTOR, DOWNTOWN DEVELOPMENT AUTHORITY

REQUESTED ACTION (STAFF RECOMMENDATION - CONTENT OF MOTION):

REGULAR AGENDA

CONFERENCE

- Motion
- Motion for Discussion
- Old/New Business
- City Commission Reports
- Public Hearing
- Ordinance
- Exec Closed Door
- City Manager Reports
- Resolution
- Presentation
- Conference Reports
- Purchase
- Citizen Presentation
- Advisory Boards
- Consent Resolution

Public Notice Advertised: n/a

FUNDS APPROPRIATION/TRANSFER (provide index code, subobject, and title of subobject):

No budgetary impact.

## FOR PROCUREMENT ITEMS ONLY

PROCUREMENT REFERENCE NO: TRANSACTION TYPE:

BIDS SOLICITED/RECEIVED: WBE: LATE BID:

Vendor: MBE: NO BID:

Amount: Details:

Procurement Recommendation:

**Description of Exhibits:**

- |    |                         |    |                             |    |  |
|----|-------------------------|----|-----------------------------|----|--|
| 1. | 030408 Workshop Minutes | 2. | DDA PowerPoint Presentation | 3. |  |
| 4. |                         | 5. |                             | 6. |  |
| 7. |                         | 8. |                             | 9. |  |

**EXHIBITS: AVAILABLE VIA HARDCOPY: Exhibit #s:**

**PRIOR COMMISSION/BOARD ACTION: (attach additional file if necessary)**

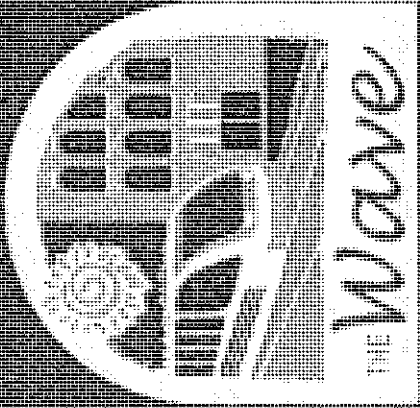
A workshop was held on March 4, 2008 in the 8th floor conference room at City Hall to discuss the project (Exhibit 1). The Commission requested some additional analysis from the Downtown Development Authority. Mayor Naugle requested the project be put on the April 1, 2008 Commission Conference Agenda and possibly be a walk-on at the City Commission meeting that same evening.

**BACKGROUND/DETAIL:**

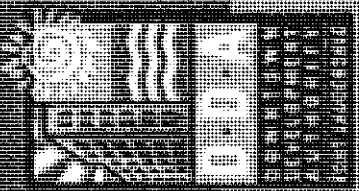
This project began in 2002 with the DDA planning a downtown transit system. In 2006, the DDA hired a consultant to complete an environmental study and alignment analysis. The DDA would like the City Commission to endorse the following: The remaining four (4) alignment selections; the proposed funding strategy; and the assessment support process.

The next steps are: County Commission endorse the alignment selection and local funding strategy (Spring 2008); submit a Small Starts Application to the Federal Transit Administration (Summer 2008); prepare preliminary engineering/final design plans (Fall 2008); and begin construction (Fall/Winter 2010).

**Attorney's Initials:**



City of Fort Lauderdale  
Downtown Transit Circulator  
April 1, 2008



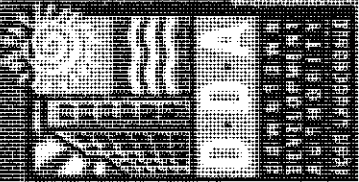
I-A

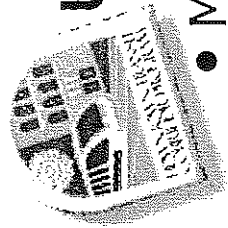
08-08-0466  
EXHIBIT # 2



## Today's agenda:

- Understanding the Federal (Small Starts) process
- \$150 million cap to receive federal 50% participation
- Planning study
  - Route analysis/ridership/people generators
  - Environmental clearance
  - Operating commitment for 20 years
- Preliminary extension analysis
- City Commission action items:
  - Agree on assessment process
  - Recommend a preferred route
  - Establish City's financial contribution

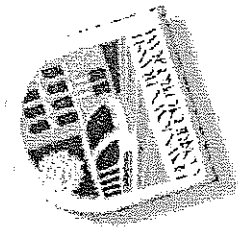
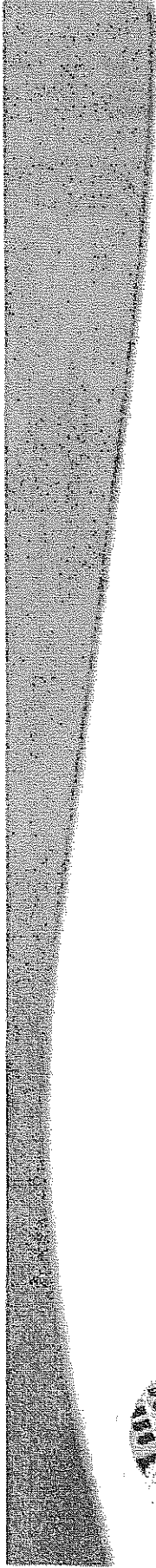




## Understanding the Federal (Small Starts) process

- Maximum federal participation under program is \$75 million, capping total project cost at \$150 million
- In choosing the route, different alignments must be studied
- FTA requires an operating and maintenance commitment for 20 years
- Detailed environmental documentation is required to ensure no fatal flaws
- Must submit all remaining routes and 1 locally preferred alternative (LPA) to apply to enter into next phase and become recipient of federal funds under Small Starts program





# Commission Extension Analysis



# Preliminary extension analysis:

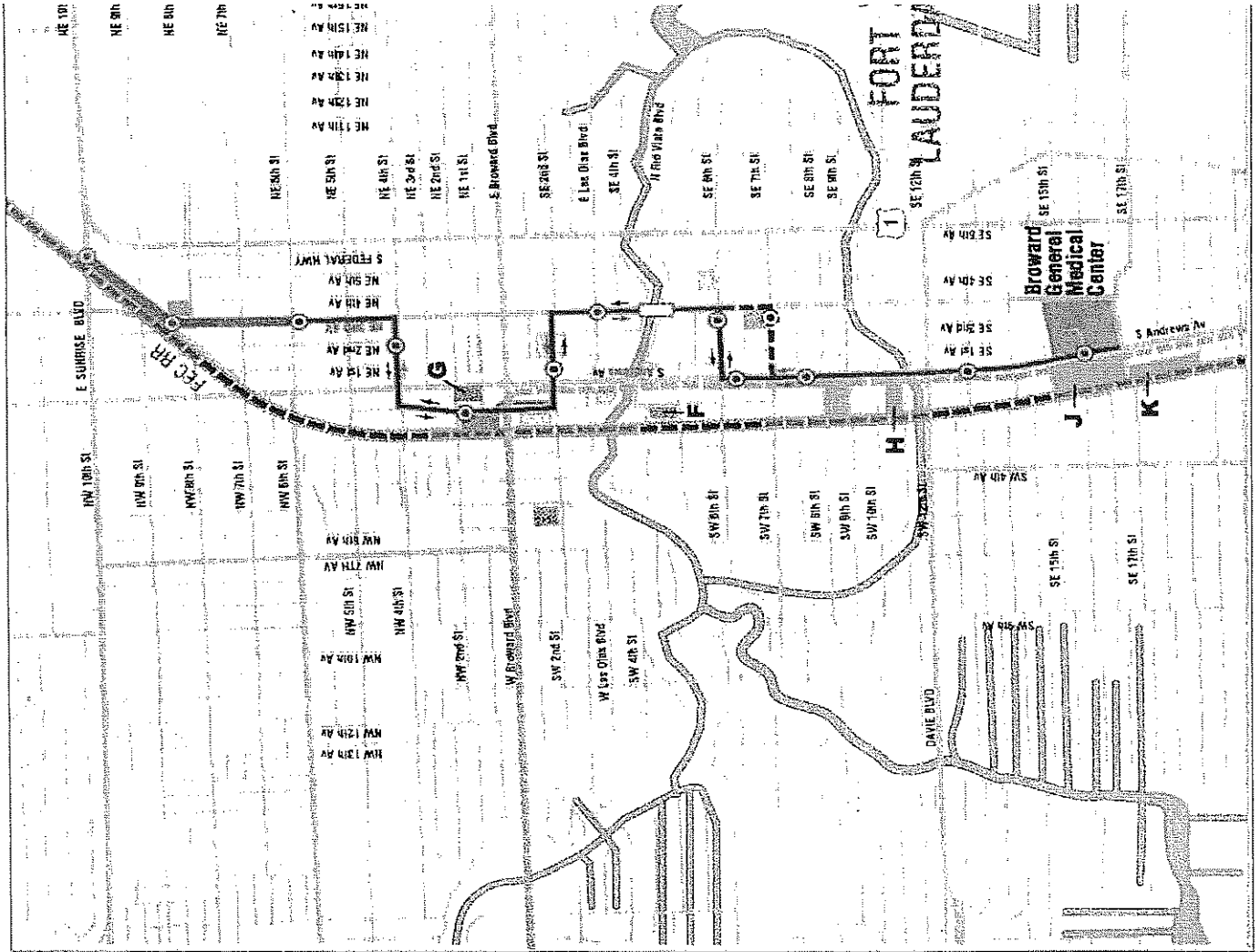
## *Northern Extension*

Capital elements:

→ 0.5 miles in length

→ Two new stations

→ The northern extension would continue north along NE 3rd Avenue to Flagler Drive, where it would turn northeast and end immediately south of Sunrise.





# Preliminary extension analysis:

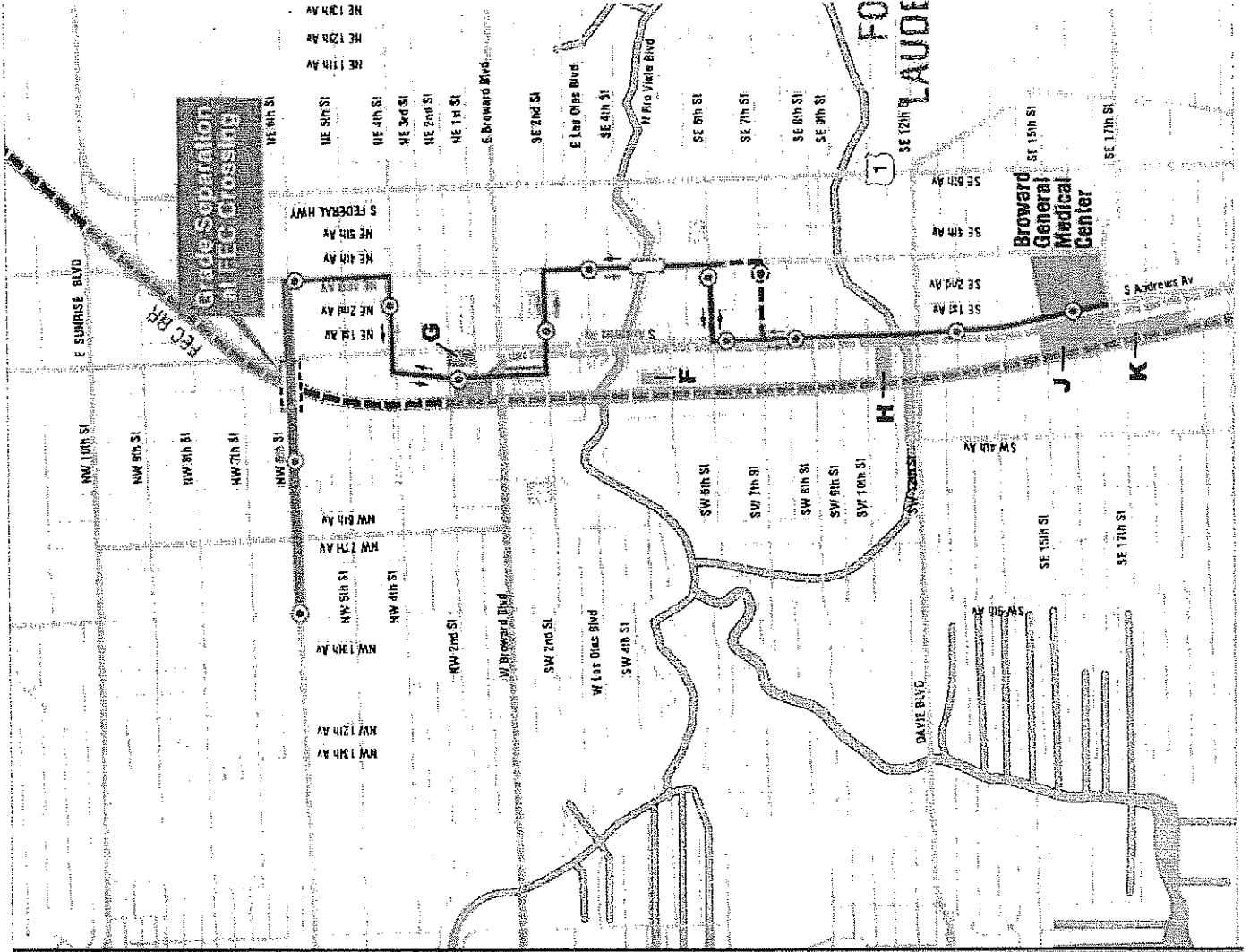
*Western Extension* (Grade separation in FEC Crossing option)

Capital elements:

→ 0.8 miles in length

→ Two new stations

→ New bridge needs to be built to cross over the FEC railroad right of way.

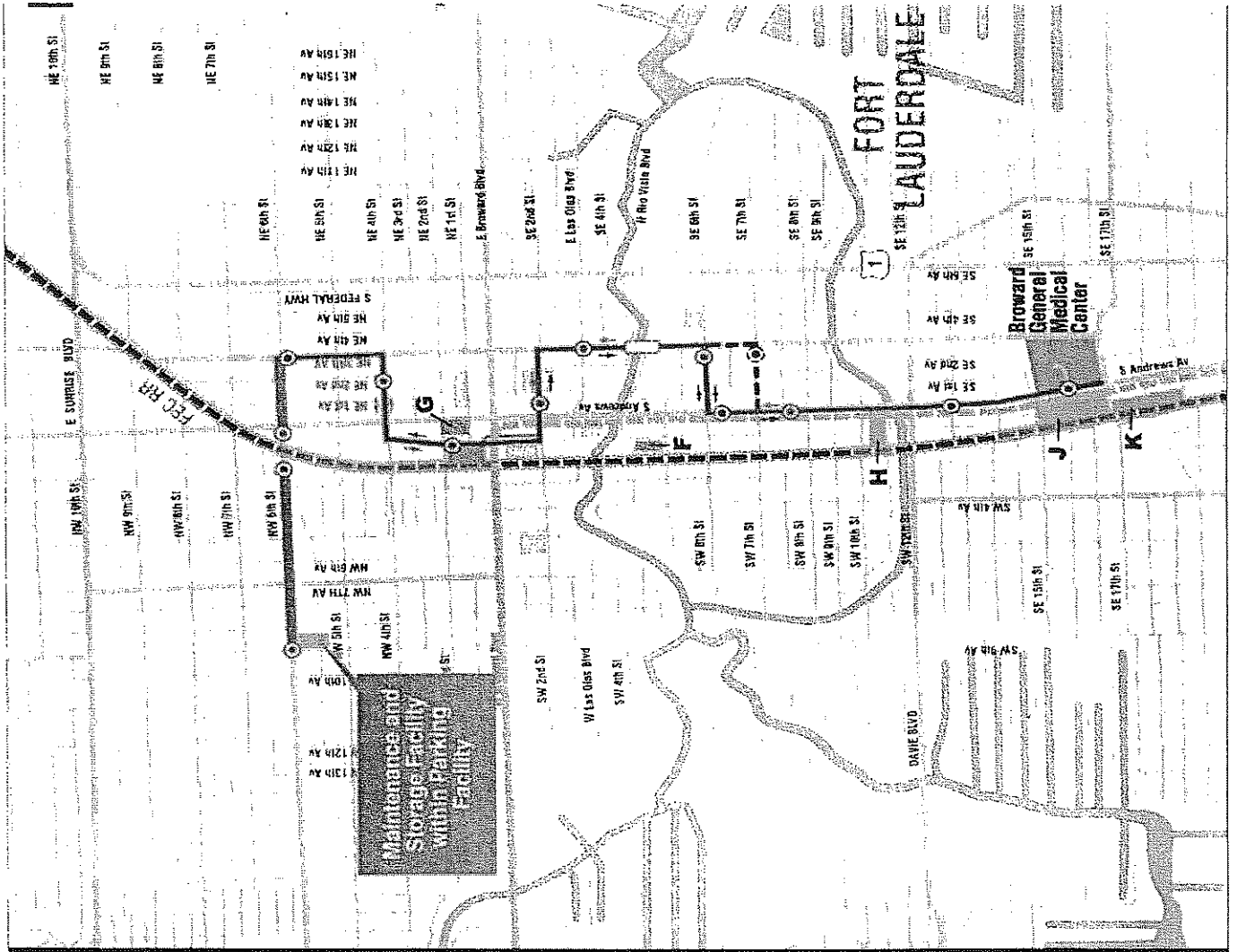


## Preliminary extension analysis:

*Western Extension* (At grade with gap option)

Capital elements:

- **0.8 miles in length**
- **Three new stations**
- No bridge crossing, but passengers will have to depart vehicle and walk over tracks to transfer to another vehicle
- **2 additional vehicles**

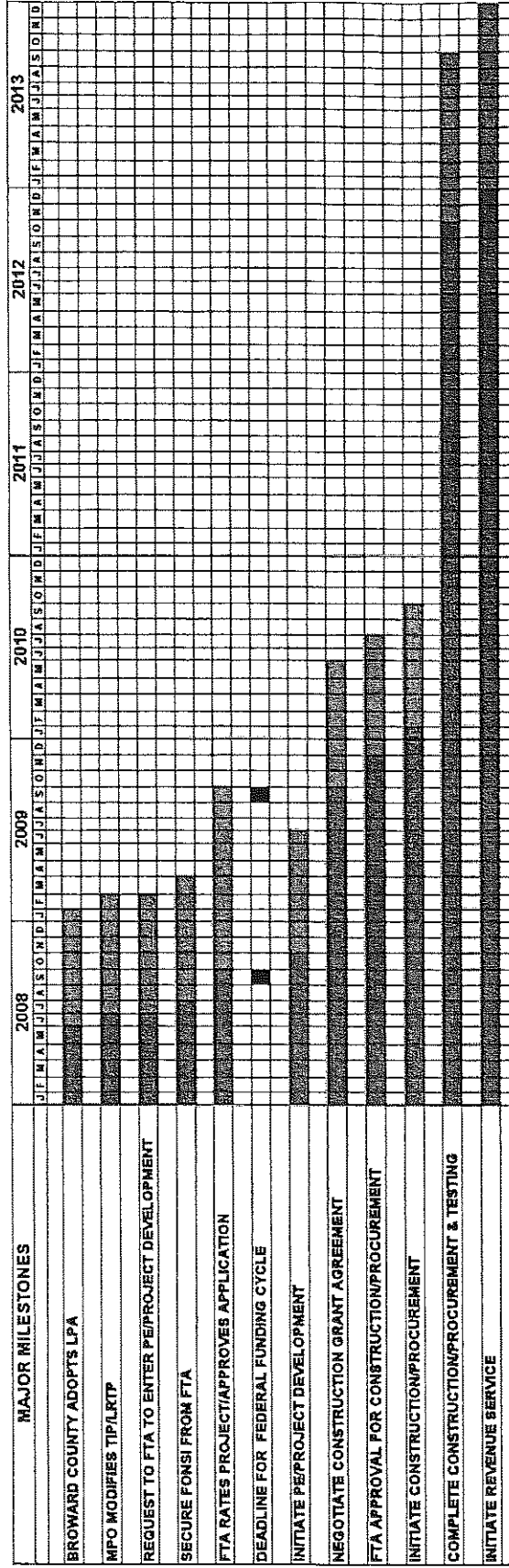


<b>Extension Costs and Local Funding Options</b>				
	<b>Costs</b>			<b>Local Funding needed for capital and study</b>
	<u>Capital</u>	<u>Annual Operations</u>	<u>Planning Study</u>	
<u>Extensions</u>				<u>50/50</u>
Northern	\$15.59 M	\$366 K	\$390 K	\$8.19 M
Western, grade separation	\$38.08 M	\$411 K	\$915 K	\$19.96 M
Western, at grade with gap	\$32.94 M	\$1.01 M	\$915 K	\$9.15 M

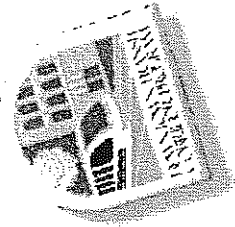
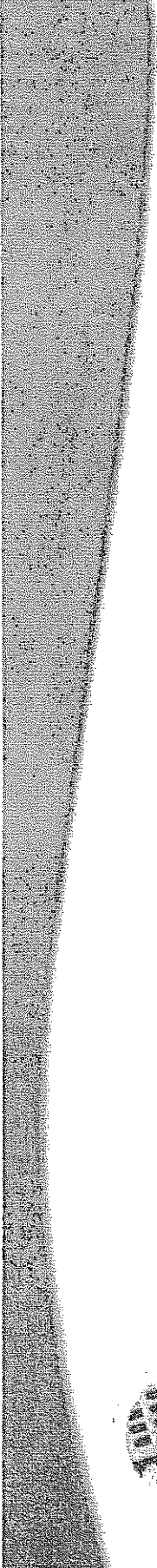
Policy considerations:

- **Operational costs are uncommitted at this time**
- **Using the 50/25/25, it will cost the local taxpayer half the money**
  - This could be reduced researching additional grants with FDOT, FTA, MPO, and County agencies. DDA would cooperate with the City to assist with efforts.
- **Planning/environmental study must be conducted for extensions to determine merits of system**

# Project Schedule



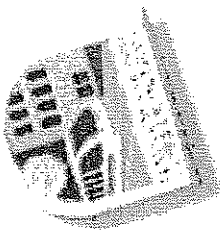




# **Recap of 03/04/08 commission workshop items:**

## **Alignment review**





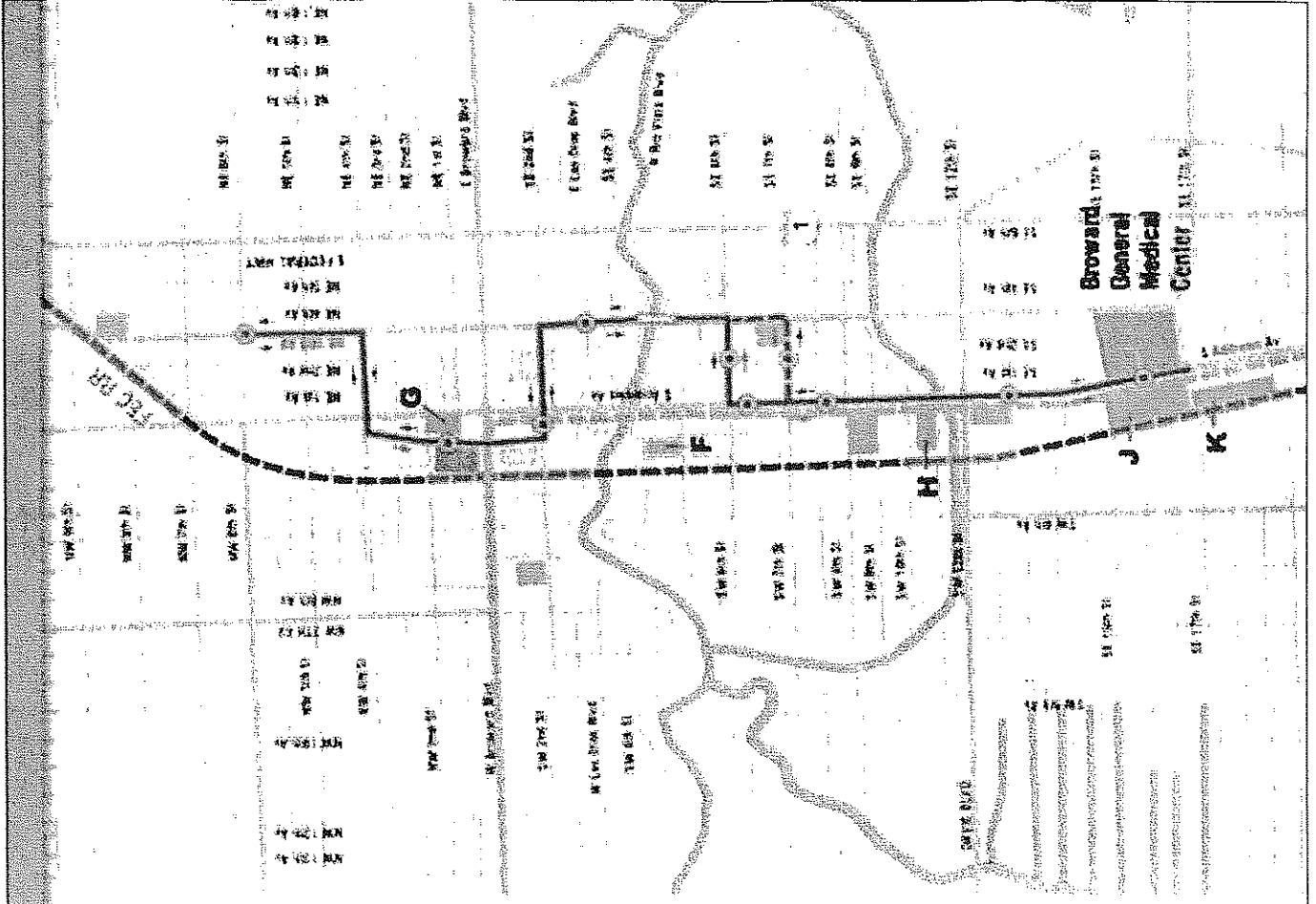
# A-2

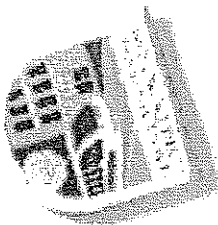
## CHARACTERISTICS

Miles	2.7
Stations	9
Vehicles	6
Annual O&M	\$2,211
Capital Cost	\$130,020
O&M / Mile	\$819
Capital/Mile	\$48,350
Total/Mile	\$49,169

(Cost x 1,000 in 2007 \$)

- North/South Corridor Alignment Operable Segment
- Alternative Alignment
- Station
- Potential East Third Transit Alignment
- Potential FEC Transit Alignment
- Broward County Transit Transfer Station
- Optional Maintenance and Storage Site
- Drawbridge
- At-Grade Railroad Crossing
- Existing Parking Facility
- Proposed New Intersecting Parking Facility





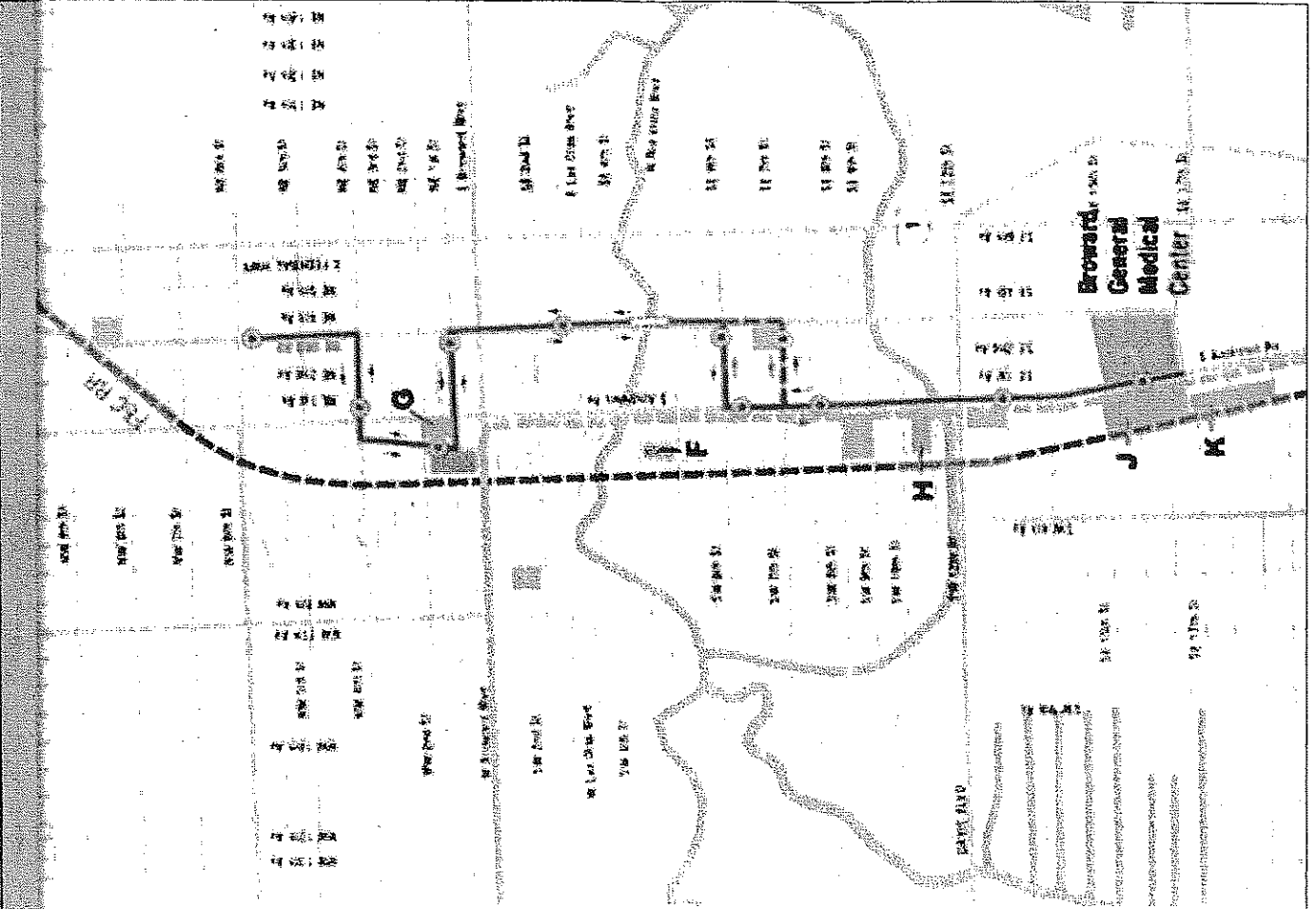
# B-2

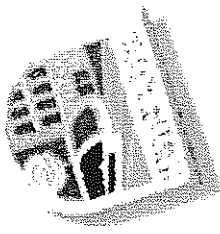
## CHARACTERISTICS

Miles	2.7
Stations	10
Vehicles	6
Annual O&M	\$2,211
Capital Cost	\$130,640
O&M / Mile	\$819
Capital / Mile	\$48,570
Total / Mile	\$49,389

(Cost \$ 1,000 as 2007 \$)

- South Beach Corridor Mainline Operable Segment
- Alternative Alignments
- Station
- Potential East/West Transit Alignment
- Potential FEC Transit Alignment
- Broward County Transit Transfer Station
- Optional Maintenance and Storage Site
- Overbridge
- At-Grade Railroad Crossing
- Existing Parking Facility
- Proposed Palm Intercept Parking Facility





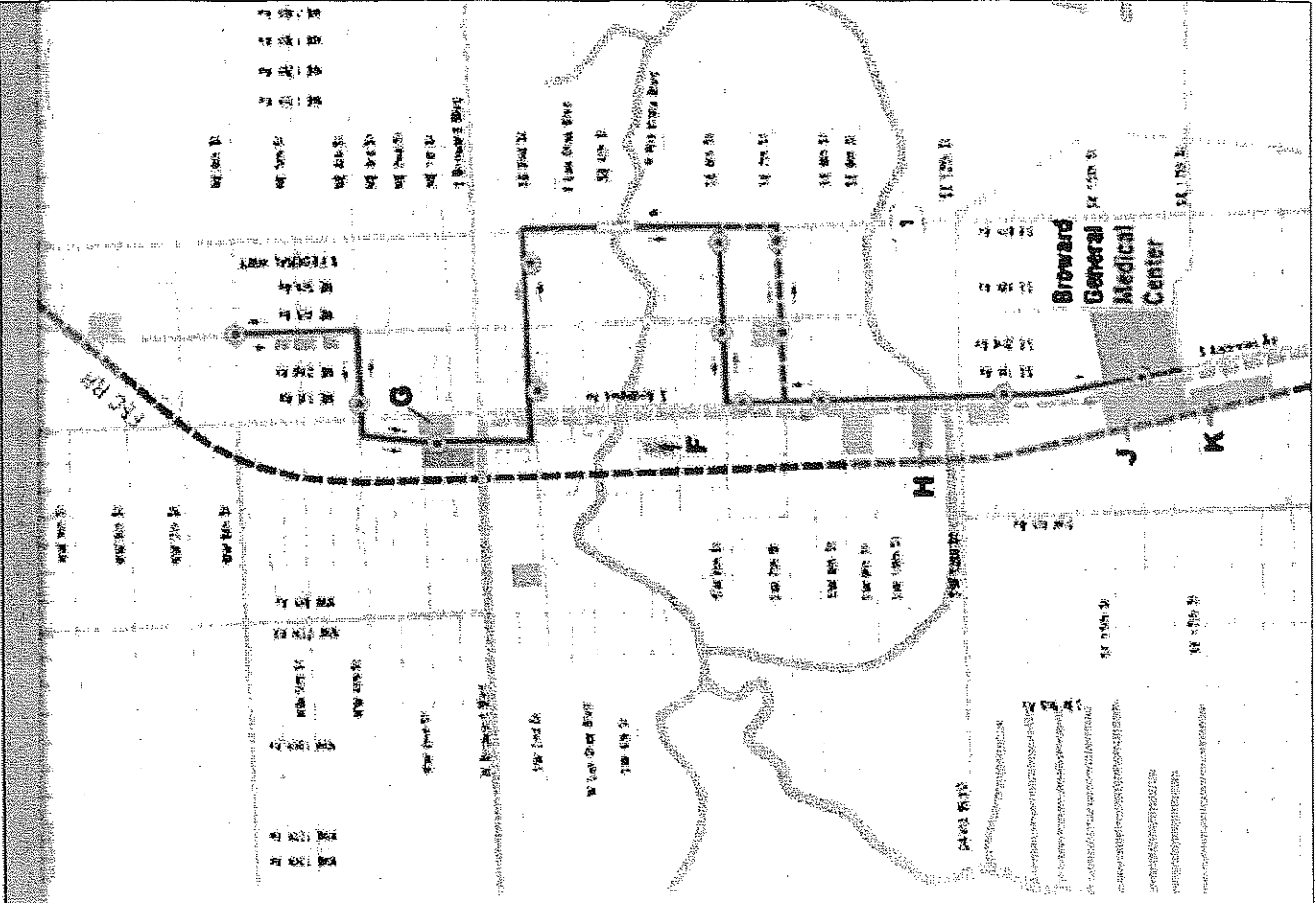
# D-3

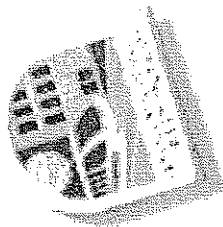
## CHARACTERISTICS

Miles	3.1
Stations	11
Vehicles	6
Annual O&M	\$2,202
Capital Cost	\$125,550
O&M/Mile	\$706
Capital/Mile	\$40,920
Total/Mile	\$41,656

(Cost x 1,500 in 2007 \$)

- North-South Corridor Maximum Operating Segment
- Alternative Alignment
- Station
- Potential East-West Transit Alignment
- Potential TTC Transit Alignment
- Brewster County Transit Transfer Station
- Optional Maintenance and Storage Site
- Overbridge
- At-Grade Railroad Crossing
- Existing Parking Facility
- Proposed Plan Interceptor Parking Facility





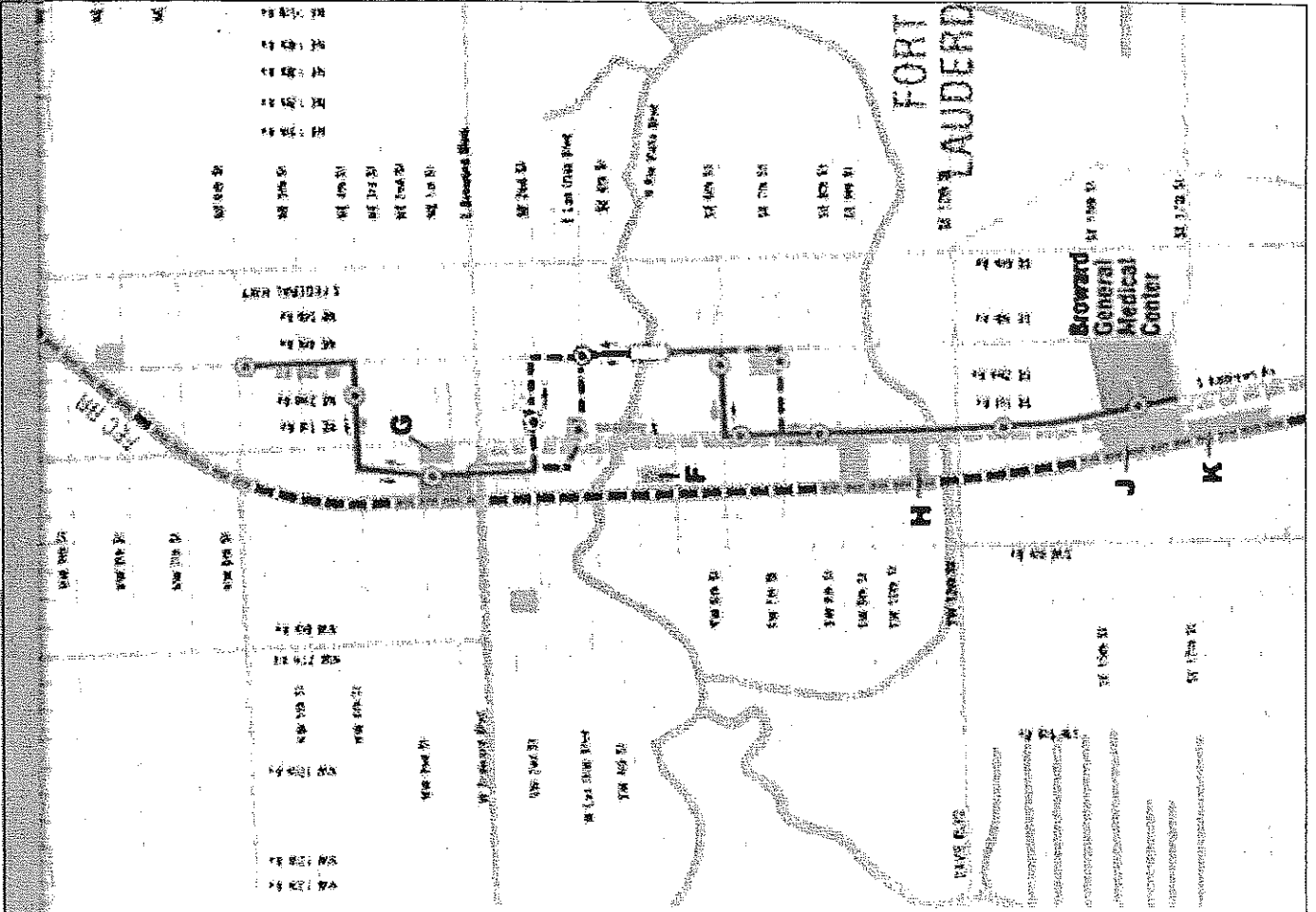
# E-1

## CHARACTERISTICS

Miles	2.7
Stations	10
Vehicles	6
Annual O&M	\$2,240
Capital Cost	\$130,330
O&M / Mile	\$830
Capital/ Mile	\$48,460
Total/ Mile	\$49,290

(Costs in 2007 \$)

- Existing Corridor
- North-South Corridor
- Alternative Alignment
- Station
- Potential East/West Transit Alignment
- Potential FEC Transit Alignment
- Broward County Transit Transfer Station
- Off-Road Maintenance and Storage Site
- Overbridge
- At-Grade Railroad Crossing
- Existing Parking Facility
- Proposed Non Intermodal Parking Facility



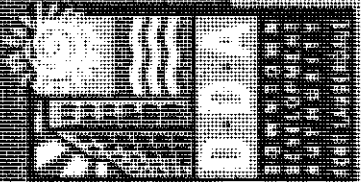
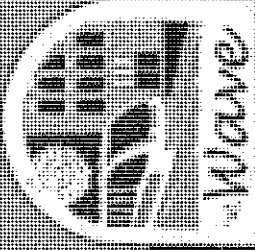
## PB Recommendations:

### Select A2 or E1

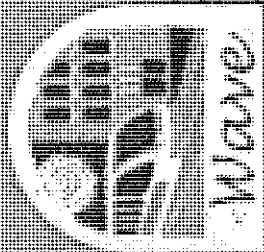
\* City staff selected E1 with Las Olas alignment option to capture Riverfront.

Later opportunities to refine station locations and roadway configuration after route is selected

For selected alignment, capital cost will need to be reduced to \$150M (YOE \$'s) during the next process; very achievable. O&M cost may need to be reduced







# Jan 10, 2008 DDA Board Resolution:



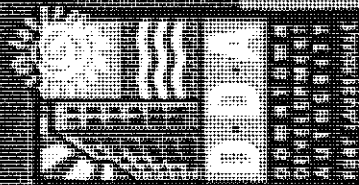
E1 Alignment



\$150 million total capital cost



Endorses downtown assessment and requests City financial contribution



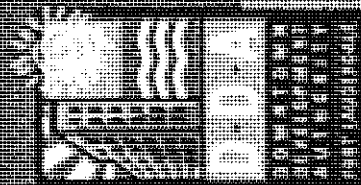
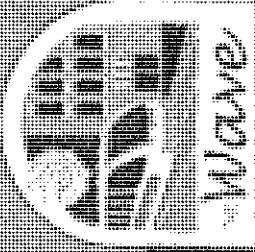
# How will it be funded?

## Capital Cost

Total project capital cost in year of expenditure = \$150 million

Look what we've achieved:

- Federal government will give \$75 million, 50% of capital cost
- State will match federal share up to \$37.5 million, 25% of capital cost
- Local needs to come up with remaining 25% shared fairly with downtown stakeholders (users/beneficiaries)







## Operations and Maintenance



- By action on 5-18-04, the Board of County Commissioners authorized pursuit of federal, state, and local funding for the project with the understanding that the County will operate and be responsible for operational and maintenance costs of the system
- County Commission reaffirmed their operating commitment at a transit workshop on March 18, 2008
- Route and financial plan must be approved by County Commission
- County Commission will approve route and a 20 year operation and maintenance commitment, which is a federal requirement prior to project moving forward

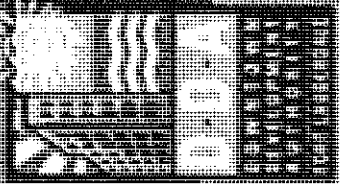
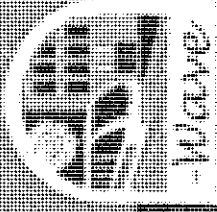


## Community Assessment

Annual local breakdown to service  
\$37.5 million bond issue:

Residential:	\$89/unit/year	= \$ 489,600.00
Commercial:	\$ .12/sq. ft./year	= \$1,519,571.88
Vacant:	\$ .05/sq/ ft./year	= \$ 113,784.80
Project need:		= \$ 601,293.35

Total: \$2,704,250.00 Annual need for 30 years





## **Economic benefits to City**

• As a point of reference, 18 projects\* either recently constructed, under construction, or planned, the following new revenues will be generated:

- City: \$2.6 million\*\*
- CRA: \$6.8 million\*\*
- Total new revenues to City: \$9.4 million\*\*

• Implementation of rail has shown to have a positive impact on property values, directly impacting City revenues

• Implementation of rail has shown to accelerate the implementation of new housing units and commercial sq footage

\*Avenue Lofts, Bamboo Flats, Courtyards at Flagler, Foundry, Henry Square, Mill, Sole Condos, Sky Lofts, Cielo Blu, 200 Brickell, New River Trading Post, Nu River Village/Landing, Summit Las Olas, Strada 315, DVNY Development, Icon, Exchange Lofts, Nola Lofts

\*\*Based on \$350,000 ave/units and \$130 ave/sq foot, using the 2007 operating millage for City (for City calculations) and City, County, and hospital rates (for CRA calculations) and applying a 95% discount rate for cost of administration





## Economic Benefits from other Streetcar systems

Streetcar Benefits to Investment							
	Start of Service	Initial Track Miles	Initial System Cost Per Track Mile (Millions)	Initial System Cost (Millions) <sup>^</sup>	Development Investment (Millions) <sup>*</sup>	Return on Investment (%)	Expansion Planned
Kenosha	2000	2.0	3.00	6.00	150	2400.00	Yes
Little Rock	2004	2.5	7.84	19.60	200	920.41	Yes
Tampa	2003	2.3	24.35	56.00	1000	1685.71	Yes
Portland	2001	4.8	11.38	54.60	2300	4112.45	Yes

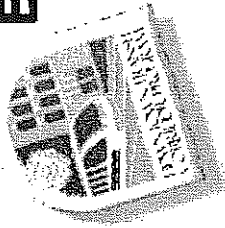
<sup>^</sup> This represents the total costs of the project including maintenance facilities and in Tampa's case, land acquisition.

<sup>\*</sup> This represents planned and existing development investments directly related to the lines. Numbers were through interviews in Little Rock and Kenosha, a development study in Portland, and calculations of new planned development located three blocks or less from the streetcar in Tampa.

Source: Reconnecting America



## Building support for the assessment

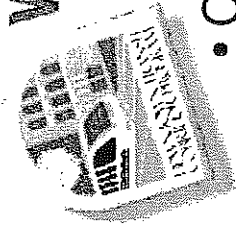


- DDA has conducted 250+ meetings to educate public regarding project
- DDA has formed a partnership with the Downtown Civic Association and other neighborhood groups
  - Series of meetings are being set up to measure support for the assessment
- DDA is meeting with commercial property owners to measure support for the assessment
- DDA, neighborhood and business leaders will demonstrate to Commission during a public hearing later this year that the majority supports assessment (condominium and neighborhood associations, as well as the principal commercial property owners)

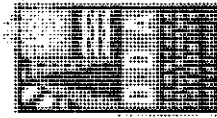




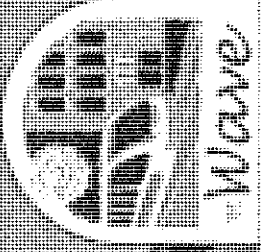
## What are the next steps?



- City Commission endorsement on local funding strategy, assessment support process, and a preferred alternative (**April 2008**)
- County Commission endorsement on local funding strategy, operating commitment, and a preferred alignment (**May 2008**)
- Submit small starts application (**June 2008**)
- Enter into Preliminary Engineering/Final Design (**Fall 2008**)
- Start construction (**Fall 2010**)

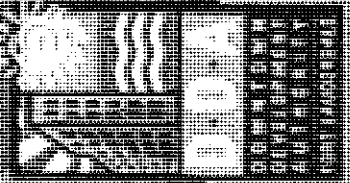






## City Commission Action Items

- Recommend preferred alignment
- Establish City Financial Contribution
  - \$600,000/annually for 30 years
  - Capital cost investment
- Endorse assessment support process



MEMORANDUM NO. 08-071

DATE: April 1, 2008

TO: Mayor Jim Naugle  
Vice-Mayor Carlton B. Moore  
Commissioner Christine Teel  
Commissioner Charlotte E. Rodstrom  
Commissioner Cindi Hutchinson  
John Herbst, City Auditor  
Jonda Joseph, City Clerk  
Harry Stewart, City Attorney

FROM: George Gretsas, City Manager

VIA: Stephen Scott, Assistant City Manager

BY: Greg Brewton, Planning and Zoning Director

SUBJECT: Downtown Transit Circulator Project

The City Commission held a workshop with the Downtown Development Authority on this project on March 4, 2008. The minutes from the City Commission workshop are attached as Exhibit 1.

This memo is to request the City Commission place an item on the City Commission Agenda for April 1, 2008. Per the Downtown Development Authority's request, the item would introduce a resolution to:

- Endorse the four (4) alignment selections;
- Endorse the proposed local funding strategy; and
- Endorse the Assessment Support Process.

Staff Recommendation:

Of the four remaining alignments suggested by the DDA, City Staff recommends alignment E-1.

If the Resolution passes, the project's next steps are:

- Broward County endorses alignment selection and local funding strategy - Spring 2008
- Submit a Small Starts application to the Federal Transit Administration – Summer 2008
- Prepare preliminary engineering/final design plans – Fall 2008
- Begin construction – Fall/Winter 2010

Attachment:

Exhibit 1 – Minutes from the March 4, 2008 Downtown Transit Circulator Workshop



Northwest Progresso-Flagler  
Heights Redevelopment  
Advisory Board

Mickey Hinton  
Alan Gabriel  
Phyllis Berry

Nuisance Abatement Board

Linda Dawkins

Planning & Zoning Board

Rochelle Golub

Commissioner Moore introduced a written resolution entitled:

RESOLUTION NO. 08-70

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT  
LAUDERDALE, FLORIDA, APPOINTING BOARD MEMBERS AS SET  
FORTH IN THE EXHIBIT ATTACHED HERETO AND MADE A PART  
HEREOF.

Which resolution was read by title only. Roll call showed: YEAS: Commissioner  
Hutchinson, Teel, Vice Mayor Rodstrom, Commissioners Moore and Hutchinson, and  
Mayor Naugle. NAYS: None.

**Downtown Transit Circulator**

(OB)

Commissioner Hutchinson introduced the following resolution:

RESOLUTION NO. 08-71

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT  
LAUDERDALE, FLORIDA, ENDORSING THE DOWNTOWN TRANSIT  
CIRCULATOR PROJECT; RECOMMENDING A PREFERRED ROUTE;  
IDENTIFYING THE CITY'S FUNDING LEVEL AND ENDORSING THE  
SPECIAL ASSESSMENT PROCESS FOR ADDITIONAL FUNDING.

Which resolution was read by title only.

Commissioner Moore thought the \$50 million per mile does not correlate with other  
projects proposed in this funding cycle. He felt the amount is too high.

Roll call showed: YEAS: Commissioner Teel, Vice Mayor Rodstrom, Commissioners  
Moore and Hutchinson, and Mayor Naugle. NAYS: None.

**FDOT/Reconstruction of Sunrise Boulevard Bridge**

(OB)

Commissioner Hutchinson introduced the following resolution:

RESOLUTION NO. 08-72

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, DIRECTING FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO RECONSTRUCT THE SUNRISE BOULEVARD BRIDGE (STATE ROAD 838) OVER THE MIDDLE RIVER IN BROWARD COUNTY, FLORIDA FOR MAXIMUM CLEARANCE OF WATERWAY TRAFFIC.

Which resolution was read by title only. Roll call showed: YEAS: Commissioner Teel, Vice Mayor Rodstrom, Commissioners Moore and Hutchinson, and Mayor Naugle.  
NAYS: None.

---

There being no other matters to come before the Commission, the meeting was adjourned at 7:13 P.M.

---

Jim Naugle  
Mayor

ATTEST:

---

Jonda K. Joseph  
City Clerk

RESOLUTION NO. 08-71

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, ENDORSING THE DOWNTOWN TRANSIT CIRCULATOR PROJECT; RECOMMENDING A PREFERRED ROUTE; IDENTIFYING THE CITY'S FUNDING LEVEL AND ENDORSING THE SPECIAL ASSESSMENT PROCESS FOR ADDITIONAL FUNDING.**

WHEREAS, the Downtown Development Authority of the City of Fort Lauderdale ("DDA") has been working at the county, state and federal levels of government to create a downtown transit circulator project for the past six years; and

WHEREAS, in 2005 the DDA hired a consultant to complete an environmental study and alignment analysis; and

WHEREAS, the DDA presented to the City Commission a proposal for construction, operations and financing of a downtown transit circulator system ("DTC") Project ("Proposal") in which Broward County would be financially responsible for the operation of the DTC for a minimum of twenty (20) years; and

WHEREAS, the DDA is requesting an endorsement by the City of the Project and an identification of the financial commitment the City will make to the DTC if Broward County operates the circulator;

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

**SECTION 1.** That the City Commission of the City of Fort Lauderdale, Florida hereby endorses the Downtown Transit Circulator project submitted to the City by the DDA.


**SECTION 2.** That the City Commission of the City of Fort Lauderdale, Florida hereby recommends the E-1 route as City's preferred transit route.

**SECTION 3.** That the City Commission of the City of Fort Lauderdale, Florida commits to a funding level of an up-front capital contribution of \$10.5 million dollars or equivalent combination of capital contribution and interval funding at the City's option; payable by in-kind services, real or personal property, cash or any other means as mutually agreed to by the City and DDA for capital improvements associated with the Downtown Traffic Circulator Project commencing no sooner than the 2009/2010 budget year, subject to budget appropriations, City approval of the transit route,


Broward County assuming the full financial cost of operating the DTC for a period of at least twenty (20) years and subject to all other federal, state and county financial and other commitments required to implement the DTC Project as described in the DDA Proposal.

**SECTION 4.** That the City Commission of the City of Fort Lauderdale, Florida hereby endorses the special assessment process for certain properties located in the City of Fort Lauderdale as a means of providing additional financial support for the Project.

ADOPTED this the 1st day of April, 2008.

  
\_\_\_\_\_  
Mayor  
JIM NAUGLE

ATTEST:

  
\_\_\_\_\_  
City Clerk  
JONDA K. JOSEPH

L:\COMM2008\Resos\Apr 1\08-71.wpd



**AGENDA ITEM**

**#42**

Meeting Date

09/09/08

10:00 a.m.

Page 1 of 3

<b>Requested Action</b>	<small>(Identify appropriate Action or Motion, Authority or Requirement for item and identify the outcome and/or purpose of item.)</small>
<p>MOTION TO ADOPT Resolution of the Board of County Commissioners of Broward County, Florida, supporting the Downtown Transit Circulator (DTC) project; adopting a Locally-Preferred Alternative (LPA) and technology; approving the project financial plan; providing for ownership and funding commitments; and providing for an effective date.</p> <p><b>(Commission District 7)</b></p> <p><b>Why Action is Necessary:</b> The Broward County Board of County Commissioners (Board), as the authority of Broward County's existing transit operator and said sponsor of proposed DTC project, is required to approve the LPA and a 20-year annual operating and maintenance cost funding commitment related to the DTC project by the U.S. Department of Transportation in order to seek Federal Transit Administration (FTA) Small Starts funding approval.</p> <p><b>What Action Accomplishes:</b> Allows the County's Transportation Department staff to assume official role as project sponsor/operator/project manager and move the project forward through FTA's Small Starts application process for \$75,000,000 in capital assistance for the DTC in the Downtown Fort Lauderdale area.</p> <p><b>Is this Action Goal Related?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<b>Summary Explanation/Background</b>	<small>(The first sentence includes the Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item. Identify how item meets Commission Challenge Goal.)</small>
<p>THE TRANSPORTATION DEPARTMENT IS SUBMITTING THIS ITEM FOR BOARD CONSIDERATION</p> <p>This item supports the Board's Vision and Goals for Transportation by providing funding to improve and enhance the mass transit system.</p> <p>On May 18, 2004, Item #20, the Board directed staff to work with the City of Fort Lauderdale and the Ft. Lauderdale Downtown Development Authority (DDA) to pursue federal authorization of the Downtown Transit Circulator (DTC) with Broward County as the grant sponsor and committed participation through operation of the transit service once constructed. In 2005, the DDA, in coordination with the County and key partners including the Broward County Metropolitan Planning Organization (MPO), the Florida Department of Transportation (FDOT), the City of Fort Lauderdale,</p>	

<b>Authorized Signature</b> <small>(Signature confirms that required approvals from other agencies have been received - e.g. Purchasing, Budget, Risk Mgmt, Attorney)</small>		<b>Scheduling</b> <small>County Admin Initials</small>
<p>Signature: </p>	<p>Date: _____ Type: Name, Title, Agency, and Phone</p> <p>Chris Walton, Director, Transportation Department, 954-357-8361</p>	
<p>Source of additional information: Type Name, Agency, and Phone</p>		

the Fort Lauderdale Northwest Progresso/Flagler Heights Community Redevelopment Agency (CRA), and the South Florida Regional Transportation Authority (SFRTA), hired a Consultant to complete an Alternative Analysis, an Environmental Assessment and Preliminary Engineering (study) for the DTC light rail project. This study was the first step in the project development process for eligibility for FTA's Section 5309 Small Starts Capital Investment Grant Program and required by the FTA in order to evaluate the project for grant funding.

In order to keep the project on-track for completion and commencement of operations in 2013, the next step required for the project is official adoption of the project by the Board so it can move forward with a mid-September application for Small Starts funding with the FTA. To move forward to the next phase, Project Development (PD), a locally-adopted LPA and funding commitment from the County is required by the FTA for Small Starts funding consideration. The LPA will include the preferred alignment, along with the associated capital and operating cost of said alignment. FTA's Small Starts project development approval process and criteria are outlined in page 2 of Exhibit 3.

There were four light rail alignments analyzed in the study which is summarized in Exhibit 2. Of the four, the E1 alignment has evolved as the best candidate for the Locally-Preferred Alternative (LPA) as it provides the greatest number of connections to key destinations and the highest estimated daily ridership. Destinations along the E1 alignment include: the FAU/BCC downtown campus, the Broward County Courthouse/Judicial complex, the Broward County Governmental Center, Fort Lauderdale City Hall, Broward General Hospital, the Broward County School Board, Fort Lauderdale Museum of Art, BCT's Downtown Transit Terminal, and numerous other residential, commercial and employment destinations. It is estimated that the system (E1 alignment) will attract nearly 8,000 daily riders by 2030, which was the highest estimated daily ridership of the six alternatives. Opening day (2013) daily ridership is estimated to start at nearly 4,000 riders per day. A map and details on this alignment are included in Exhibit 2. The light rail system, once operational, will provide a non-fossil-fuel alternative to mobility in the downtown area, connecting many points of interest, and link with the regional transit network. It may also provide potential economic development along the alignment, which could potentially increase Broward County's tax base (see Exhibit 4, pgs. 12-15).

The LPA, E1, is estimated to cost \$150 million in capital funds and is estimated to cost \$2.5 million annually (costs to escalate) for operations and maintenance of the system (see Exhibit 4, pgs. 16-17). The project's capital plan is based solely on one key funding scenario: receiving \$75 million from the FTA's Small Starts program in early 2009. If the project receives a "Medium" or higher rating by the FTA; then the City of Fort Lauderdale has pledged \$37.5 million through its recently adopted special tax assessment district (see Exhibit 2 and Exhibit 5) that is assigned to property owners along the E1 alignment. If this scenario of federal and local funding transpires, then the Florida Department of Transportation (FDOT) has verbally indicated they will match the City's local funding with \$37.5 million from their State New Starts program.

Staff is seeking approval of said Resolution (Exhibit 1) related to the proposed 2.7-mile electric lightrail streetcar project (the "Wave") for downtown Ft. Lauderdale. By adopting this Resolution, the Board will:

- Commit Broward County's support of the E1 alignment (see Exhibit 2 & Exhibit 6 for maps) and its associated technology of electric lightrail streetcar vehicles,
- Approve the project financial plan which stipulates funding the estimated \$2.5 million in annual operating and maintenance costs (which will escalate), beginning in 2012 for at least 20 years,
- Commit to becoming the project sponsor and owner as required to seek FTA capital

assistance for the project,

- Approve Broward County Transportation (BCT) staff to become the project managers via a forthcoming Transition Plan with key partners including submitting to the FTA in 2008 for Small Starts discretionary funding as well as managing and procuring all future phases of engineering, design, construction and operation of said system.

If this Resolution is approved, two activities will be imperative for the project to stay in the federal funding pipeline. First, BCT will submit a Board-approved LPA to FTA's Small Starts program. Second, BCT staff will come back to the Board in the Fall of 2008 to discuss a Transition Plan of the project from the DDA to BCT, a necessary step in the federal funding process. The completion of the second task by early 2009 is dependent on the project receiving a "Medium" rating or higher in the FTA's Small Starts grant process. The rating of the project by the FTA by early 2009 will determine Broward County's continued sponsorship of the project and if an increase in staffing will commence utilizing project funds.

<b>Fiscal Impact/Cost Summary</b>	(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)
Action authorizes the Transportation Department to seek FTA capital funding of up to \$75 million and approves a project financial plan for funding an estimated \$2.5 million in annual operating and maintenance costs (which will escalate), beginning in 2012 for at least 20 years. If approved by the FTA in early 2009, this action will increase the federal allocation to the Transportation Department's Capital Budget Fund. All additional staffing costs to Broward County are included in the overall \$150 million Capital Budget for the project and would be covered by either the FTA, FDOT, or local funds committed to the project. BCT will not incur additional costs, other than staff time, until these FTA, FDOT, and local funds are approved collectively.	

- |  |   |
|--|---|
| <b>Exhibits Attached</b> (copies of original agreements)   | (Please number exhibits consecutively.) |
| 1. Resolution<br>2. July 2008, Summary of DTC Project and Background on E1 as Locally-Preferred Alternative (LPA)<br>3. FTA Small Starts Fact Sheet<br>4. Responses from DDA to BCT's June 20, 2008 Key Questions Regarding DTC Project<br>5. City of Fort Lauderdale Resolution No. 08-71<br>6. DDA-Alternatives Report |   |

Document Control	Commission Action										
<table style="width: 100%;"> <tr> <td style="width: 10%;">1</td> <td>Executed original(s) for permanent record RESOLUTION</td> </tr> <tr> <td>(Number)</td> <td></td> </tr> <tr> <td>3</td> <td>Executed copies return to: Please return three (3) executed copies of the Resolution to Chris Walton, Director, Transportation Department, 954-357-8361.</td> </tr> <tr> <td>(Number)</td> <td></td> </tr> <tr> <td colspan="2">Other instructions (Include name, agency, and phone)</td> </tr> </table>	1	Executed original(s) for permanent record RESOLUTION	(Number)		3	Executed copies return to: Please return three (3) executed copies of the Resolution to Chris Walton, Director, Transportation Department, 954-357-8361.	(Number)		Other instructions (Include name, agency, and phone)		<input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DENIED  <input type="checkbox"/> DEFERRED  From: _____ To: _____
1	Executed original(s) for permanent record RESOLUTION										
(Number)											
3	Executed copies return to: Please return three (3) executed copies of the Resolution to Chris Walton, Director, Transportation Department, 954-357-8361.										
(Number)											
Other instructions (Include name, agency, and phone)											
Sent - 9/14/08 - MGD.											

Resolution 2008-579

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, SUPPORTING THE DOWNTOWN TRANSIT CIRCULATOR (DTC) PROJECT; ADOPTING A PREFERRED ROUTE AND TECHNOLOGY; APPROVING THE PROJECT FINANCIAL PLAN; AND PROVIDING FOR OWNERSHIP AND FUNDING COMMITMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Downtown Development Authority of the City of Fort Lauderdale (DDA) has been working with Broward County, the City of Fort Lauderdale, the Metropolitan Planning Organization, the Florida Department of Transportation, the South Florida Regional Transportation Authority and the Federal Transit Administration to create the Downtown Transit Circulator (DTC) project for the past six years; and

**WHEREAS**, in 2005 the DDA in coordination with Broward County and the other project partners, hired a Consultant to complete the Alternatives Analysis, Environmental Assessment and Preliminary Engineering for the project; and

**WHEREAS**, the Consultant in close working cooperation with all the project partners, has completed the Alternatives Analysis, Environmental Assessment and Preliminary Engineering for the project, which plan includes options and recommendations for a Locally Preferred Alternative (LPA) alignment and Financial Plan for the project; and

**WHEREAS**, the Board of County Commissioners of Broward County wishes to adopt a Locally Preferred Alternative (LPA) alignment for the streetcar route and Financial Plan, and to commit to the ownership as well as the funding of operations and maintenance of the DTC for a period of twenty (20) years.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF BROWARD COUNTY, FLORIDA:**

**SECTION 1.** That the Board of County Commissioners hereby supports the Downtown Transit Circulator project plan submitted to the County by the DDA.

**SECTION 2.** That the Board of County Commissioners hereby adopts the E-1 alignment and the streetcar technology as the LPA to be submitted to the Federal Transit Administration for approval and funding as a Small Starts project.

**SECTION 3.** That the Board of County Commissioners hereby approves the DTC Financial Plan, including the capital funding plan through federal, state, and local (City contribution and local assessment district) participation, and commits to the funding of operation and maintenance needs of the project for 20 years (commencing in FY 2013).

**SECTION 4.** That the Board of County Commissioners hereby authorizes and directs County Staff to prepare and submit a competitive Small Starts proposal to the FTA in accordance with this Resolution.

**SECTION 5.** That the Board of County Commissioners hereby authorizes and directs County Staff to work with the DDA to develop a Transition Plan between the DDA and the Broward County



defining the conditions and timing for the transfer of the project and the roles and responsibilities of the respective parties.

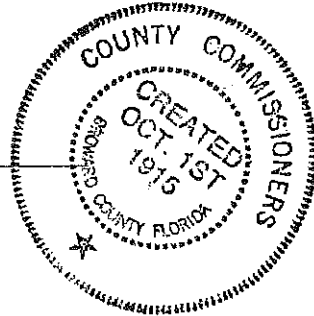
SECTION 6. That the Board of County Commissioners hereby authorizes and directs County Staff to draft such interlocal agreements with the project partners that are necessary to implement the financing and other commitments made by the other project partners.

ADOPTED this the 9<sup>th</sup> day of Sept. ~~August~~ 2008.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Assistant County Administrator



- B. ~~MOTION TO ADOPT Resolution 2008-578 for the conveyance of real property referred to as Site OS-437, the Mumford Property, in the Broward County Open Space Inventory under the Safe Parks and Land Preservation Bond program. (Commission District 5)~~

~~ACTION: (T-10:23 AM) Approved. (Transferred to the Consent Agenda.)~~

#### TRANSPORTATION DEPARTMENT

42. MOTION TO ADOPT Resolution 2008-579 of the Board of County Commissioners of Broward County, Florida, supporting the Downtown Transit Circulator (DTC) project; adopting a Locally-Preferred Alternative (LPA) and technology; approving the project financial plan; providing for ownership and funding commitments; and providing for an effective date. (Commission District 7)

*ACTION: (T-4:26 PM) Approved. (Refer to minutes for full discussion.)*

VOTE: 9 – 0.

#### OFFICE OF PUBLIC AND GOVERNMENTAL RELATIONS

43. MOTION TO DIRECT staff to enter into agreements with existing lobbying firms, at Fiscal Year 2008 compensation/expense rates, to provide Broward County with state legislative and executive branch lobbying services during Fiscal Year 2009; and authorizing the County Administrator to execute same, and to take all necessary budgetary and administrative actions.

*ACTION: (T-5:13 PM) Approved.*

VOTE: 9 – 0.

*ACTION: (T-5:14 PM) Reconsidered. The Board approved a new RLI with an expedited process engaging a new lobbying team. An item will be placed on the September 16, 2008 BCC meeting agenda. (Refer to minutes for full discussion.)*

VOTE: 9 – 0.

THE FOLLOWING ITEM IS CONTINUED FROM  
THE AUGUST 12, 2008 PUBLIC HEARING, ITEM NO. 50

PUBLIC HEARING

SAFE PARKS AND LAND PRESERVATION BOND PROGRAM

40. MOTION TO APPROVE Contract for Sale and Purchase between Broward County and Parkersquest, LLC, for the County's acquisition of Safe Parks and Land Preservation Bond Program Open Space Site OS-70.08, containing 0.121 acres, or 5,250 square feet, improved with a residential duplex located at 2840 NW 11<sup>th</sup> Place in unincorporated Broward County, Florida, at a cost to the County of \$215,000; The site lies adjacent to the north boundary of Roosevelt Gardens Park, and is designated as Open Space Site OS-70.08 under the Safe Parks and Land Preservation Bond Program; authorize Real Property Section to acquire this property using Safe Parks and Land Preservation Bond Issue Funds; authorize the Mayor and Clerk to execute Contract for Sale and Purchase, and authorize acceptance and recordation of deed. (Commission District 9) (Continued from August 12, 2008 – Item No. 50 )

*ACTION: (T-11:19 AM) Continued until Tuesday, September 16, 2008. (Refer to minutes for full discussion.)*

VOTE: 9 – 0.

END PUBLIC HEARING

\*\*\*\*\*  
\*\*\*\*\*

SAFE PARKS AND LAND PRESERVATION BOND PROGRAM

41. A. MOTION TO APPROVE Interlocal Agreement between Broward County and the City of Cooper City for the Acquisition, Improvement, Enhancement, Operation and Management of Open Space Site OS-137 and Palm Avenue Water Retention Area, also known as the Mumford Property; and authorize the Mayor and Clerk to execute same. (Commission District 5)

*ACTION: (T-10:23 AM) Approved. (Transferred to the Consent Agenda.)*

THE BROWARD COUNTY  
BOARD OF COUNTY COMMISSIONERS  
MEETING OF  
SEPTEMBER 9, 2008  
10:00 A.M.

A meeting of the Broward County Board of County Commissioners, Broward County, Florida, was held in Room 422 of the Government Center, Fort Lauderdale, Florida, at 10:00 a.m., Tuesday, September 9, 2008.

COMMISSIONER	DISTRICT	ATTENDANCE
Josephus Eggelletion, Jr.	9	Present
Sue Gunzburger	6	Present
Kristin D. Jacobs	2	Present
Ken Keechl	4	Present
Ilene Lieberman	1	Present
Stacy Ritter	3	Present
John E. Rodstrom, Jr.	7	Present
Diana Wasserman-Rubin	8	Present
Lois Wexler	5	Present

CALL TO ORDER: Mayor Lois Wexler called the meeting to order.

REGULAR AGENDA

AGENDA ITEM 42

MAYOR WEXLER: The item that we are on right now, Item Number 41 passed on Consent Agenda, Item Number 42 is for the downtown transit corridor circulator, and, Ms. Henry, would you like to introduce the item, or --

MS. HENRY: Yes, we --

MAYOR WEXLER: -- John, did you want to talk about this? It's in your district. All right.

Ms. Henry.

COMMISSIONER LIEBERMAN: If I could be put on the queue.

MS. HENRY: Yes, I believe we have a brief presentation from representatives from the Downtown Development Authority.

MAYOR WEXLER: All right. Well, I have many, many speakers signed up for this item, many, many, many speakers signed up for this item, so some of them want to speak. Others say they are just here for informational purposes.

I don't know if your staff, Ms. Henry, wished to introduce the item or not. If not, then we will go right into public speakers.

MS. HENRY: We're ready to go.

MAYOR WEXLER: Okay. Mr. Loos, you are the first speaker.

MR. LOOS: Hi.

MAYOR WEXLER: Welcome.

(COMMISSIONER WASSERMAN-RUBIN ENTERED THE ROOM.)

MR. LOOS: I'm Jack Loos, Chair of the Downtown Development Authority. I really am here just by way of introduction. We brought our staff and our consultants if there are any questions.

I just wanted to once again thank the county and commend its leadership in this area. Without the support of all the partners in this, including the county, the City of Fort Lauderdale, the MPO, a wide range of groups, organizations from throughout our -- our whole county, this couldn't possibly have gotten to this point and be on the edge of becoming reality. And I think everyone involved, now looking back on the -- what's really about an eight-year trek, they say six, but about eight, probably even longer than that is -- has showed a real vision as to the growing need for transit and -- and widely based transit within the community.

This will be -- ultimately it is a county project. The DDA is more or less a cheerleader, and without our big brothers and big sisters at the county and the city and other places, it couldn't happen.

So we'd just like to thank you for your vision, and for your help and your unwavering support. And we think that this demonstration project has an opportunity to set the stage for further growth of transit within Broward County, and transit that will be widely utilized and help our community continue to grow and prosper.

So we have our staff here if you have any questions. But once again, thank you for your vision and leadership, and for all the partners' vision and leadership. We really appreciate it.

MAYOR WEXLER: Thank you.

The next speaker is Mr. Dan Glickman.

MR. GLICKMAN: Good morning.

MAYOR WEXLER: Good morning?

MR. GLICKMAN: Or thereabouts. Just a jest. Dan Glickman, Deerfield Beach.

And I have a decided view that I might be in the minority, perhaps even a minority of one.

If there were an FEC transit facility, and if there were a Central Broward east/west transit facility, I might be in favor of the Fort Lauderdale downtown transit circulator. But there isn't either transit facility, nor, in my opinion, will there be for at least another ten, perhaps even 15 years, depending upon which one we're talking about, or both.

Therefore, in my opinion, it is premature to build a 2.7 mile circulator system, which, by the way sometimes is referred to, or could be referred to, as a collector distributor system, and yet there's very little to collect and very little to distribute other than those people who are there -- there by virtue of a bus.

The projected 2030 ridership is only marginally better than without this \$150,000,000 circulator system. To show -- is it fiscally prudent in these hard times to commit Broward County for \$50,000,000 or more for operating expenses and maintenance -- over 20 years, true -- for what could turn out to be another, forgive the expression, Plantation Trolley? I don't think it would ever close, but I can well see it being really severely reduced in ridership. And then what will you have? I don't characterize it further.

I will ask you one more point. Right now, for 2.7 million -- 2.7 miles, two and a half million dollars, round number, that's \$900,000 per -- per linear operating mile. BCT doesn't figure it that way. They have service hours, all that sort of thing. But it does show the level of service that that 2.7 miles -- 2.7 miles will get, almost \$1,000,000 per linear mile. I don't think that's a good idea of service. I don't think that Broward County should do it. If Fort Lauderdale wants it, let them do it.

Lastly, my plea is to please do not saddle future Commissioners with this 2.7 mile facility with no FEC transit and no Central Broward east/west transit. At this point this project, this transit project should go nowhere.

Thank you.

MAYOR WEXLER: Thank you.

The next -- the next speaker is Ron Centamore, followed by Richard Mancuso.

MR. CENTAMORE: Mayor, Commissioners, thank you for this opportunity to speak. My name is Ron Centamore, and I live at 350 Southeast 2nd Street in Fort Lauderdale, which is about three blocks east of here. So I live right in the middle of the city.

I don't see the downside to this transit system. I see a lot of pluses. First, we have to start this somewhere, and I think there's no better place to start than in downtown Fort Lauderdale, where the people are and the people have to be

moved. One -- and we all know the benefits is hopefully this will relieve the traffic that comes into our city when people start to use this system.

The other thing, of course, is the environmental benefits from this, getting people out of the cars, using less gasoline, less pollution, and so forth, and we all know this.

But one of the biggest things, I believe, is we have to start somewhere, and eventually this should be expanded, and I believe in the future we will see east/west movers as this previous gentleman mentioned, and we're noticing neighborhoods that want to have this in their neighborhoods.

When a similar program started in Portland, Oregon, it had the same ups and downs before it got off the ground. Once it started, neighborhoods throughout that city wanted that transit system in their neighborhoods. And I believe once we get an east/west transit, move people from the western suburbs who come downtown to work, hopefully these people will start using the local transit to move around in the city.

I see this being a major along the coastal cities in Broward County, and, hopefully, Hollywood, Pompano Beach, and so forth will have connectors that come into ours and eventually tie up with Dade County. Now, I may not be around to see that, but I believe it will be a great benefit.

I was born in Brooklyn, and when I was a little kid -- I don't want to give away my age -- but we actually had trolley cars with -- with the wires and the sparks and so forth. Then the city went from -- Brooklyn went from that to buses, and then from the electric buses to diesel. And we know what that causes today. But the one thing in Brooklyn -- and this is going back to the '50s -- you could go anywhere. Brooklyn is a county. You could go anywhere on those trolleys, the subways, and so forth, and, as you all know, I know, this is going to be the future of moving people around this county.

So I certainly would appreciate your support in having this pass. Thank you.

MAYOR WEXLER: Thank you.

The next speaker is Richard Mancuso. Still here or not?

UNIDENTIFIED SPEAKER: Not.

MAYOR WEXLER: Okay. George Trotella?

MR. TRODELLA: Close enough.

MAYOR WEXLER: I'll tell you, it's that writing.

MR. TRODELLA: I'm sorry.

MAYOR WEXLER: Say it. Is it Trodella?

MR. TRODELLA: Trodella, yes.

MAYOR WEXLER: Your pen ran out of ink when you came around with the bottom of the D.

MR. TRODELLA: Mayor, Commissioners, I appreciate the opportunity to talk a little bit about the wave, and I would echo Jack's sentiments about our thanks for your support of the project up to now. It's -- it's been critical to have your support, and, as Jack has mentioned, we wouldn't be here without it. So it's very important.

I think the history of mass transit in Broward County, although some people would argue that we don't have a history of mass transit in Broward County, is somewhat -- I guess I'd use the word dicey. And I think that's because although we've had some proposals that have been, I think, worthwhile and good proposals, I think the problem has been that the -- the magnitude of these projects, the largeness of them, has made voters and citizens gun-shy. And when they've seen the price tag on some of these things, it was unsurmountable numbers that they just, I think, threw up their hands, not because they didn't think they thought we needed mass transit, but because the project was so -- so long and expensive. I think also they didn't have a successful model that they could say look at that. Look how well that's working. And I think that's what the wave would be.

There are those people that say, well, you're just never going to get people out of their cars. You're never going to get them out of their cars. It's -- it's possible that it's going to be difficult, but if you provide somebody with a product that's clean, efficient, convenient for them to use, they'll use it. Build it and they will come is kind of the thing.

Now, will this happen quickly over -- over a year or two or five or ten? No, probably it won't. I guess we know it won't. But the fact is that, not to -- not to wax poetic, but I'm reminded of a story of President Kennedy, who wanted to plant a tree in the White House gardens. And he picked a tree, and his chief gardener said to him, but, Mr. President, that tree is a slow growing tree. It's going to take -- it's going to take years to ever come to fruition. And the President's comment was, well, quickly, let's plant it today. So that's kind of how I feel about the wave. It would be good to see it start today.

I won't take a lot more of your time, but I -- I look upon the wave to -- to take a page out of Neil Armstrong's book, one small step for mass transit, one giant leap for eventual countywide progress, and thank you.

MAYOR WEXLER: Thank you.



The next speaker is Cornelius Van Liere, followed by Dennis O'Shea. Is Mr. Van Liere here, Cornelius? Okay. Dennis.

MR. O'SHEA: Good afternoon, Mayor, Commissioners.

MAYOR WEXLER: Good afternoon.

MR. O'SHEA: Dennis O'Shea, Stiles Corporation, appearing before you as part of the regulated community, as a taxpayer. Our company committed decades ago to the downtown, and thus, by definition, to the county seat, and -- and to the expansion and the sophistication and the growth of the county seat.

We applaud your proceeding to support the wave. We think it's a bet on the future. And we thank you for your consideration.

MAYOR WEXLER: Thank you. The next individuals that signed up are only questions if needed, but I'm going to read their name into the record. Chris Wren, John Milledge, Phil Smally?

UNIDENTIFIED SPEAKER: (Inaudible.)

MAYOR WEXLER: Solly? Something like that.

MR. SNELLEY: (Inaudible).

MAYOR WEXLER: It actually looks like Phil Smelly, but.

MR. SNELLEY: (Inaudible).

MAYOR WEXLER: Is it really? Okay. John -- John LaFerr?

UNIDENTIFIED SPEAKER:: (Inaudible).

MAYOR WEXLER: Oh, that I -- that should be much clearer. John Lafferty and Cathleen Gunn. They're all here for information, and to answer questions if Commissioners have any.

Commissioners?

Commissioner Lieberman, followed by Commissioner Jacobs.

COMMISSIONER LIEBERMAN: First of all, I think this is a step in the right direction. We've talked for a long time about being able to have a circulator in the downtown that will move people about and they can stay in their cars. And this certainly is a step in that direction. And I know it's taken a while to get to this point.

And, really, all that we're doing today is we're not finalizing details of

participation. This will allow them to explore with the federal government whether they can be designated as a Smart Start Program, and whether or not they can get federal funds.

When this comes back to us after that process, there are some things that I'd like to have answered. So I want to put it on the record so that in this year to two that it will take them to work through the federal process, when it comes back, we can have these issues resolve.

I asked Mr. Walton what the current ridership is. Currently, there is a -- the DDA runs like a mini bus that goes through south -- well, it starts at -- on 2nd and comes down Southwest 3rd Avenue, goes past the courthouse, makes a turn. And so I asked what the current ridership is on that bus today. And Mr. Walton said that the current ridership on that bus, which is servicing a similar area to what's projected, though not as -- as wide north or south as the alignment which is proposed in our backup, the E-1 alignment, that currently there are 2,600 riders a month on that bus. And in order for this to be a feasible project, the projections, if you look at them, when this opens in 2012 or 2013, they're projecting an open day ridership of 6,486 riders per day.

So the question I asked is please share with me how you get from 2,600 riders a month to 6,486 per day. You know, what assumptions are you using aside from an assumption which concerns me, which is an increase in residential units, and we're in a housing slump and nobody is building residential. I don't know where we'll be in a year and a half.

Commissioner Keechl borrowed my crystal ball today, so -- and he said it wasn't any clear for him than it was for me. So somehow between now and then, we need a better handle on how they project they're going to grow that ridership.

The second issue is when this comes back, we're going to be asked to fund 2.5 million over 20 years. And there is no way that we will be able to abrogate that agreement in the future. And the problem is that given Amendment 1, given that the legislature and the Governor have said that tax relief isn't over yet, given that the impact of foreclosures will decrease our property tax base next year probably by 20 to 25 percent, I need staff to look at the long range feasibility of 2.5 million to mass transit, because that will have to be budgeted ahead of anything else.

And so, you know, earlier today we talked about people who need mass transit because it's the way they get to their job. They live in a different part of the county, and they're riding mass transit, and especially now with the increase in fuel. So I need a good idea of how financially this could affect mass transit given the financial projections that we're aware of for the immediate future.

Long range may be very different, but immediately it may have an impact on our mass transit system, even though this will be a part of it, on the bigger mass transit system, and I need to know how that works.

The backup says that the City of Fort Lauderdale has already imposed the special assessment. That is incorrect. In fact, they're first scheduled to work on that. It also says they've reached out to all the stakeholders. And I have conferred with Mr. Wren and Mr. Milledge and Mr. Stirling, and, in fact, they're first beginning the public process.

So, obviously, I'm going to want to know when this comes back the result of that public process and whether or not -- I have some concerns about the way the special assessment is being imposed for capital improvement, because I'm not sure that the businesses and residential units in the downtown will necessarily meet the benefit test in state statute for special assessment. So I'm going to need to know a little bit more about that.

And then finally, the one other issue I raised to staff is how are you going to determine what, if anything, you're going to charge for a fare? What's it based on? And I've been told that there's been no discussion of that.

So I'm -- I'm willing to let this go forward to explore. I think we need to do that. Mass transit is a way of the future for the county. If it wasn't a way of the future before, the current price of gas certainly makes it a way of the future now, but I'm going to need those questions answered before I'm going to sign a long-term agreement.

MAYOR WEXLER: Okay.

Commissioner Jacobs.

COMMISSIONER JACOBS: You know, there was a comment about a backbone system and that you have to start somewhere, and that's certainly what this system is. When you look at the large urban centers around the country, you see how really far behind we are. Even if you were to take the cost of gasoline out of the picture, if the cost of gasoline remained back where it was when we were significantly younger, in the \$1 range, you still are going to have the problems that you have with transit, because transportation, the cars are using the roads and we have to work our way out of this.

Some really interesting things are being tried around the country that I hope some time we can try here. Recently, New York City, you may have read, took three consecutive Saturdays and closed seven miles of Park Avenue and opened up to all vehicular traffic. Anything motorized was not allowed. What happened? Did the people riot and go crazy because they couldn't drive their cars in the downtown area? No, what they did, they showed up, they were dancing, they were riding bikes, they were rollerblading. Restaurants brought tables out into the roads. This was an amazing experiment.

If we ever want to get to the type of community that we talk about, we have to start providing an alternative. We have to understand that if you ever want to get to a place where you have something similar to what downtown San Diego has,

they started 25 years ago to get the system that they have. We're going to have to start somewhere. You have to become long range in looking at this.

There are -- all the issues that Commissioner Lieberman rightly raised are going to be out there and worked through, but an oak tree never starts out that way. It starts out as a seedling, and it needs help, it needs to be watered, it needs to be taken care of and pruned along the way, so that it turns into the wonderful asset to a community that a mature oak does. That's how I think we have to look at this system.

There are opportunities for go/no-go, jumping off for support that have been built into the system, and I -- and I feel comfortable with the fact that the ridership -- I'm going to ask that everybody coming in, please, quiet, so we can continue our conversations.

The current ridership numbers versus what is projected don't really give me much heartburn, because you're not talking about a choice system. Right now, you're talking about a system where you still have your car availability, and the traffic has not gotten -- it's bad, gas is bad, but it's going to get worse.

As the system gets worse, we're going to have to offer alternatives. This to me is the alternative that creates a choice system where people will give up their car. One of the ways, if you follow the downtown Orlando area, what they did in their downtown was they got to a point where they built a decent system and then they started to disallow any additional parking in the downtown area, similar to what London did, but on a much smaller scale. And, therefore, the parking was outside the downtown area and everybody was forced to use the circulator system.

So between -- between manipulating the way that we have access to the downtown area now, between the way that we grow, I do think that we'll be able - - and market it -- be able to get that ridership up to where it belongs.

And it doesn't give me any concerns right now that we won't be able to hit the benchmarks in the out years, understanding that nothing like this, no system like this is going to start out with the numbers that it needs. It's going to have to be encouraged and nurtured along the way, with a lot of free thinkers, which clearly we have in the partners that are here and the City of Fort Lauderdale and the residents and the businesses in the downtown area that are going to step up and help pay what is necessary to get this system off the ground.

So I am in complete support of it, and I don't know, Mayor, if it's been moved yet.

MAYOR WEXLER: No. There are other --

COMMISSIONER JACOBS: Okay.

COMMISSIONER LIEBERMAN: I thought you were waiting for discussion.

MAYOR WEXLER: Yes, there are other speakers that have asked to be recognized. Commissioner Rodstrom.

Folks, folks, it's not 5:01 yet. We're still on the morning agenda.

Commissioner Rodstrom, Commissioner Gunzburger.

COMMISSIONER RODSTROM: Let me first, you know, looking at this, I think there is a number of things, and, Commissioner Lieberman, you started to touch on them, actually, pretty thorough with them, but let me just give you a different perspective, my perspective. And certainly the cost for this thing, \$50,000,000 a mile is not surprising to me, because that's what I said back when we were debating the one penny --

MAYOR WEXLER: Exactly.

COMMISSIONER RODSTROM: -- it was going to be, and that was for light rail. This is for a trolley system. So I applaud the DDA being up front telling us what it's going to cost. And it's probably going to cost every bit of it.

The difference is, though, is that in this case, whereas before we were using 100 percent local monies, this is a case where most of the money is -- you know, a great portion of the money are coming from out of local sources. So the challenge is really on them to get the \$75,000,000 from the federal government, which is something the federal government has not been very participatory as far as this type of transit. They've supported bus rapid transit, but rail is not an area that they've put a lot of funding in. So this is going to be their challenge, getting this grant through.

Should they get it through, then, as you point out, Commissioner Lieberman, the city has to raise that thirty-four and a half million dollars or \$35,000,000, and they're going to have to do it with a special benefit assessment tax, because I don't think anything else would be fair, quite honestly. The people that benefit ought to be the ones that pay the lion's share of it, and it's yet to be determined how that's going to come about.

But one thing is clear. Where you build these things, you create tremendous property values. And so I have no doubt that the folks that are going to be impacted favorably are going to also be able to help pay for it. So, I think, you know -- then you mentioned about the ridership, and -- and certainly today the ridership on the wave or on the trolley system is very anemic. It is an issue, but the difference is going to be -- and this is what they will tell you if you were asking them -- is that what is envisioned is, first of all, you're going to have tracks out there. So people are going to actually know -- excuse me. People are going to actually know where the system is going to run. It's a permanent system. It will never vary. They're going to know where those tracks are, and, furthermore,

there are going to be illuminated signs that are going to tell you when the next -- next train is going to come. So you -- you know when you step out on that corner, you're going to know how long you have to wait in the hot sun or in the rain or whatever kind of inclement weather we have that day, if it's not the beautiful winters that we all enjoy. So you won't -- you won't be waiting long. You'll know where you're going, and you won't be waiting long.

I think if there's one criticism of the trolley system is that it hasn't been marketed as well as it maybe should have, and that's going to be an ongoing issue, you know, so people actually know how much it costs and where it goes and how to ride it. But I think this will be one of those thing that -- that overcomes it.

I mean, I'm reminded of Denver, where you have that train that just goes up and down that one street. And the last time I rode it, it was packed, because people know where it goes and they get on it. Also reminded of San Francisco, that train doesn't really go a whole lot of places, but sure people are packing on that thing to go to the wharf. So --

UNIDENTIFIED SPEAKER: (Inaudible.)

COMMISSIONER RODSTROM: Well, but it doesn't really go -- it's not like, as Mr. Glickman wanted, some system that connects the whole entire, you know, area. This is just sort of a thing that circulates traffic in the downtown. And that's my point.

And so these things can really work well, if everybody knows where they are, and knows how to operate them, and knows how to use them.

So I think this is a good step, you know. Let's see if they get the money, and if they do, then I think, you know, I'm prepared to, you know, to then take it to the next level. But certainly we don't want to inhibit them going forward and trying to bring home the bacon, so to speak, and see if we can land our first of hopefully many transit projects.

MAYOR WEXLER: Okay.

Commissioner Gunzburger.

COMMISSIONER GUNZBURGER: Thank you. I happen to have been very pleased to see the questions that Commissioner Lieberman asked. They were ones that I, had I given it even more thought, I may have come up with. And the -- I'm willing to let it go forward if it doesn't commit us today to two and a half million dollars per year operating year --

UNIDENTIFIED SPEAKER: It does.

COMMISSIONER GUNZBURGER: -- for 20 years that we can't get out of it.

If by letting this, and I'm -- and that's why I'm going to put the person on the spot, because if he reassures me publicly that this legally doesn't bind me to that two and a half million dollars for 20 years, then I would not have a problem going forward.

And my other question -- I don't know who it goes to, Ms. Henry, after I ask Mr. Newton that -- is if they do not raise the \$150,000,000, are we responsible for whatever it takes to get to the 150,000,000, or for anything over 150,000,000 that it takes to finish the -- the initial phase of the project?

Let me first ask Mr. Newton, and then I'll come back to you for that.

MAYOR WEXLER: Mr. Newton.

(COMMISSIONER EGGELLETION RETURNED TO THE ROOM.)

MR. NEWTON: I don't see anything, and perhaps I'm missing it, but I don't see anything in the resolution which addresses that -- that issue.

COMMISSIONER GUNZBURGER: So that we are not signing the --

MAYOR WEXLER: Well, I'm not sure that's a really -- enough of an answer.

MR. NEWTON: Well, (inaudible) --

MAYOR WEXLER: I -- is there a --

MR. NEWTON: -- upon the document in terms of --

COMMISSIONER GUNZBURGER: I mean, I'm not going to bind a future Commission to two and a half million dollars for 20 years.

MAYOR WEXLER: We do that all the time.

COMMISSIONER JACOBS: But he's saying there's no language to bind it. There's --

COMMISSIONER LIEBERMAN: Right. There's nothing in here.

MR. NEWTON: There's nothing in there, in -- in the resolution (inaudible).

COMMISSIONER GUNZBURGER: Okay. So I am not doing that today.

COMMISSIONER LIEBERMAN: Right.

COMMISSIONER RODSTROM: No different than you did the first time.

MAYOR WEXLER: Ms. Henry --

COMMISSIONER LIEBERMAN: Exactly.

MAYOR WEXLER: -- that's not my understanding at all. Ms. Henry.

MS. HENRY: Yes. Mr. Walton, can you please answer the question, please?

MR. WALTON: Yes, this is not binding at this point.

COMMISSIONER GUNZBURGER: This is not binding.

Now, what about the other question I asked? If the \$75,000,000 comes through, and the rest of the money, the 150,000,000 from the sources enter -- talked about in these documents, and the project costs 200,000,000 instead of 150,000,000, as projects somehow or other manage to balloon, who is responsible for any overage in the cost of the -- in the capital cost before the operating cost?

MR. WALTON: At this point, the request is to forward this project to the federal government for consideration for a Smart Starts award. It's scheduled right now at \$150,000,000, of which the county pays no capital. Okay. If this project is forwarded through project development and then goes for what's called the full funding grant agreement, it becomes the county responsibility.

COMMISSIONER GUNZBURGER: So if it balloons over 150,000,000 -- that's what I thought I read, and I wanted people to realize that if I pass it on now to try to get this grant, I'm not promising that there's going to be this year vote for the final document, because I'm -- I don't have money -- I don't have -- I can't print money this year, or next year, or 2010 or '12.

MAYOR WEXLER: It will be a bunch of years out.

COMMISSIONER GUNZBURGER: Right. Or 20 years out from that.

So as long as it doesn't bind me, I'm willing to try. But I'm going to have a lot of second thoughts when it comes back with the caveat, which is one question that I figured out that Commissioner Lieberman left out, is if there's an overage, who is responsible, and how --

COMMISSIONER LIEBERMAN: The answer is us.

COMMISSIONER GUNZBURGER: What?

COMMISSIONER LIEBERMAN: I know the answer. It's us.

COMMISSIONER GUNZBURGER: And the answer is us. And I -- I want to see it happen, but I -- I can't let things happen if people like Mr. Glickman doesn't



have an opportunity to ride the bus, or people in Century Village don't have an opportunity to get the doctor's.

MAYOR WEXLER: Okay.

COMMISSIONER GUNZBURGER: I mean, that's it.

MAYOR WEXLER: You've made --

COMMISSIONER GUNZBURGER: I've made my point.

MAYOR WEXLER: Okay. It's approaching 5:00 o'clock. Before you leave the podium, Mr. Walton, we've -- I mean, I'm ready to support this item. I just really want the clarification. I think it's everything that the community said is the reasons why I support this item. Really, for me, it's a demonstration of what can be done with good planning.

But I'm also under the impression, and maybe we didn't ask the question correctly, that this resolution does state that we will be operating that system, or something to that effect, that Commissioner Gunzburger talks about making the decision somewhere down the road.

UNIDENTIFIED SPEAKER: Is this a binding --

MAYOR WEXLER: I -- I was under the impression that it's somewhat binding, as far as the federal application is concerned, and so that's where I'm a little bit confused. And if someone else wants to jump in and say I'm wrong, I'm happy to be wrong. And whether it's binding or it's not binding, I'm still willing to support it, because I think it's a fabulous project that we will grow into.

MR. WALTON: At this point, it is non-binding.

MAYOR WEXLER: Okay.

MR. WALTON: As I mentioned, the next step in this process is the -- it's called project development or -- or the engineering phase, where it would actually be determined whether this can be built for these dollars.

MAYOR WEXLER: You want to move it, John?

MR. WALTON: After that point, after that determination has been made and the application goes forward to the federal government for the full funding grant agreement, it is at that point it becomes binding.

MAYOR WEXLER: Okay. All right.

Commissioner Keechl.

COMMISSIONER KEECHL: Thank you, Mayor. My position hasn't changed from the workshop, the extensive workshop we had, where I voiced my support for this project. And I commend the DDA and its partners for getting this far.

I think it's fair to say that there are a lot of hurdles in front of this. This is something that I think Broward County needs, and I hope to see it come to fruition, but let's not mislead ourselves or the public into thinking that we're even close, or they're even close to doing what they need to do to get the money.

So I think Commissioner Lieberman's comment with regard to the special assessments was interesting, because when I was the assistant city attorney for Plantation, I defended them in special assessment cases, and to this day, I can't tell you when a special assessment is proper based on the statute and the case law. But that's not our problem.

COMMISSIONER LIEBERMAN: Not our problem.

COMMISSIONER KEECHL: That's a problem of the City of Fort Lauderdale.

COMMISSIONER LIEBERMAN: Right.

COMMISSIONER KEECHL: So I -- I support this. I hope that it comes to fruition, but, you know, this is just the beginning of a long, long process.

MAYOR WEXLER: Is there anyone else that has a burning desire to speak, or Commissioner Rodstrom is ready to move this item?

COMMISSIONER LIEBERMAN: No.

MAYOR WEXLER: Not? Commissioner.

COMMISSIONER RODSTROM: I'll move it.

COMMISSIONER LIEBERMAN: Second.

MAYOR WEXLER: Seconded by Commissioner Lieberman.

All those in favor, indicate by aye.

Opposed, like sign.

VOTE PASSES UNANIMOUSLY.



305 South Andrews Ave, Suite 301  
Fort Lauderdale, FL 33301  
Phone: (954) 463-6574  
Fax: (954) 463-8412  
[www.ddaftl.org](http://www.ddaftl.org)

# Memo

To: Kathleen Gunn  
From: Chris Wren, DDA Executive Director  
Date: 5/12/2009  
Re: **Addendum to "The Wave" Project**

---

As requested, here are the changes that have occurred to the Wave project since the presentation to the City Commission on April 1, 2008:

1. The total project cost has been reduced from \$149 million to \$124.34 million
2. The project funding plan has changed due to the reduced project cost
3. The project cash flow has changed due to availability of assessment funds.

The project cost has been reduced due to reductions in real estate cost for the maintenance and storage facility (M&SF) site, the size and scope of the M&SF building, utility relocation, and the corresponding professional fees and contingencies. **Attached is a breakdown of the cost reductions.**

The project funding plan remains at a 50/25/25 percent formula between Federal, State, and Local sources. However, in working with the local community on what is affordable in terms of a local assessment, it was necessary to reduce the assessment figures. Given this, the level of funding the City Commission committed to previously has remained the same at \$10.5 million. **Attached is a breakdown of the funding plan, old and new. Also attached is a catalog of other project funding plans, showing that City's usually pay for the greatest portion of the local share.**

Due to availability of assessment funds, it is necessary to have the local portion of the Project Development Phase be funded from the City's \$10.5 million commitment. **Therefore, it is requested that \$2,932,500 (of the \$10.5 million) be budgeted within the 2009/2010 budget.**

Downtown Tra. Corridor Program  
AA / EA

Downtown Transit Circulator - Alternative E1 (History of Modifications)  
Capital Cost Estimate  
(2008 Dollars in Millions)

		Reference:	
		1	10
FTA SCC	Description	E1 Estimate 05- 28-08	MOS-E1d Estimate 07-16- 08
Length (Mile):			
	Number of Stations:	2.7	2.7
	Number of Revenue Vehicles:	10	10
		6	6
10	<b>GUIDEWAY &amp; TRACK ELEMENTS</b>	\$33.98	\$33.58
20	STATIONS, STOPS, TERMINALS, INTERMODAL	\$3.09	\$3.09
30	SUPPORT FACILITIES: YARDS, SHOPS, ADMIN. BLDGS	\$14.18	\$7.24
40	SITEWORK & SPECIAL CONDITIONS	\$10.20	\$7.92
50	SYSTEMS	\$10.62	\$10.62
60	ROW, LAND, EXISTING IMPROVEMENTS	\$21.56	\$7.00
70	VEHICLES	\$16.92	\$16.92
Construction Subtotal (Sum Categories 10 - 70)		\$110.57	\$86.38
80	PROFESSIONAL SERVICES	\$23.07	\$19.98
Total		\$133.64	\$106.38
90	UNALLOCATED CONTINGENCY	\$6.68	\$5.32
Total Project Cost		\$140.32	\$111.68
Annualized Cost (2008 Dollars)		\$11.06	\$8.95
Unit Cost (million per mile)		\$52.18	\$41.53
Total Project Cost (YOES)		\$155.86	\$124.34

Notes: 1 - Original MOS E1 estimate.

10 - Trackwork cost was adjusted slightly for a cost reduction of \$0.4 million, the maintenance facility size was reduced with a cost reduction of \$6.9 million, the quantity of roadway resurfacing was reduced resulting in a cost reduction of \$2.3 million and the quantity of Right-of-Way was reduced with a cost reduction of \$14.8 million, along with an reduction of \$3.1 million for Professional Services and \$1.4 million in Unallocated Contingency for a total reduction of \$28.8 million.

<b>"The Wave" Project Cost/Funding Plan Changes</b>		
	<b><u>Previous</u></b>	<b><u>Current</u></b>
Federal Sources	\$75,000,000	\$62,170,000
State of Florida	\$37,500,000	\$31,085,000
Local		
City of Fort Lauderdale	\$10,500,000	\$10,500,000
Local Assessment	\$27,000,000	\$20,585,000
<b>Total Project Cost</b>	<b>\$150,000,000</b>	<b>\$124,340,000</b>

**Dated 5/12/09**

<b>Funding Plan for Other Rail Systems</b>	
<b><u>Seattle</u></b>	
Federal	\$12,493,538.00
State	\$6,000,000.00
<i>Local:</i>	
Local Improvement District (LID)	\$25,000,000.00
Joint development of the maintenance base: proceeds from the sale of the development rights	\$2,500,000.00
City of Seattle: sale of surplus land in City	\$5,400,000.00
<b>Total</b>	<b>\$51,393,538.00</b>
<b><u>Portland (Phase I - Opened in 2001)</u></b>	
<i>Local:</i>	
Parking Meter Revenue	\$28,600,000.00
Tax Increment Financing	\$19,700,000.00
Streetcar Improvement District	\$14,600,000.00
MPO, Transit Agency and Local Funds	\$25,800,000.00
<b>Total</b>	<b>\$88,700,000.00</b>
<b><u>Portland (Current Extension)</u></b>	
Federal	\$75,000,000.00
State: Purchase of Vehicles	\$20,000,000.00
<i>Local:</i>	
Local Improvement District	\$15,000,000.00
Portland Development Commission	\$27,000,000.00
Regional Funds	\$3,000,000.00
System Development Charge (user fee for new development)	\$6,000,000.00
<b>Total</b>	<b>\$146,000,000.00</b>
<b><u>Tampa</u></b>	
Federal/State	\$19,840,000.00
City of Tampa	\$12,160,000.00
<b>Total</b>	<b>\$32,000,000.00</b>

**Dated 4/30/09**

# **AIRPORT ISSUES**

## ATTACHMENTS

- Fort Lauderdale-Hollywood Final Environmental Impact Study Executive Summary – June 2008
- FAA's Record of Decision for Final Environmental Impact Study For Final Environmental Impacts Associated with Runway Alternatives at Fort Lauderdale-Hollywood International Airport – December 2008
- 8/10/07 Letter from Broward County (Josephus Eggelation) to FAA (Bart Vernance)
- Vote Results of 6/5/07 Public Hearing of Broward County Board of Commissioners on Runway Alternatives for the Fort Lauderdale – Hollywood International Airport



# EXECUTIVE SUMMARY

## ES.1 INTRODUCTION

### ES.1.1 ENVIRONMENTAL IMPACT STATEMENT

The Federal Aviation Administration (FAA) has prepared this Environmental Impact Statement (EIS) to analyze and disclose the potential environmental impacts resulting from the proposed implementation of a Federal action at the Fort Lauderdale-Hollywood International Airport (FLL). A summary of the potential impacts of all alternatives assessed in this EIS is presented in **Table ES-1, Summary of Alternatives Including Potential Environmental Impacts and Benefit** (located at the end of this chapter). The information contained in this EIS will be taken into consideration by the FAA in determining the agency's decision regarding the proposed Federal action.

This EIS is comprised of ten volumes, containing the main document chapters (Chapters One through Nine) and Appendices A through S.

**Chapter One - History, Background, and Public Involvement** - describes the history of the project and summarizes planning and environmental studies conducted by the Airport Sponsor and the FAA.

**Chapter Two - The Proposal** - describes the Airport Sponsor's Proposed Project and connected actions; and lists the permits, approvals, and Federal actions required to complete the project, as proposed.

**Chapter Three - Purpose and Need** - describes the problem to be addressed, how the alternatives would resolve the problem, the underlying purpose and need for the action, the desires or preferences of the Airport Sponsor, and the parameters used to define a reasonable range of alternatives.

**Chapter Four - Alternatives** - describes the range of alternatives reviewed to address the previously identified purpose and need, the process used to screen and evaluate reasonable alternatives, and the alternatives carried forward for detailed environmental evaluation.

**Chapter Five - Affected Environment** - describes the existing conditions within the Study Area and establishes the 2005 baseline condition.

**Chapter Six - Environmental Consequences** - describes the analytical processes used and the potential impacts that would result from implementation of the reasonable alternatives in project years 2012 and 2020.

**Chapter Seven - Cumulative Impacts** - describes the potential combined impacts of a proposed action at FLL when added to the impacts of past, present, and reasonably foreseeable future projects in the vicinity of FLL through the year 2020.

**Chapter Eight - FAA's Preferred Alternative** – identifies the agency's "preferred alternative" which is the "alternative the agency believes would fulfill its statutory mission and responsibilities, giving consideration to economic, environmental, technical and other factors." In selecting a preferred alternative, the FAA considered the factors disclosed in this EIS in the context and scope of implementing Federal transportation policies within the framework of the agency's statutory authorities and responsibilities. .

**Chapter Nine - List of Preparers and List of Agencies and Persons to Whom Copies are Sent** - lists the people who contributed to the preparation of this EIS and the agency and public distribution list.

The following appendices contain detailed information used in the development of the EIS for the subject area noted in the Appendix title:

- Appendix A - Agency Streamlining
- Appendix B - Public Involvement
- Appendix C - FAA/Airport Sponsor's Correspondence
- Appendix D - Purpose and Need
- Appendix E - Airfield Planning, Design, & Constructability Review
- Appendix F - Net Benefits Analysis
- Appendix G - Air Quality
- Appendix H - Noise
- Appendix I - Interlocal Agreements and Development Orders
- Appendix J - Land Use GIS Methodology
- Appendix K - Public Resources
- Appendix L - Water Resources
- Appendix M - Biological and Natural Resources
- Appendix N - Hazardous and Waste Materials
- Appendix O - Surface Transportation and Natural Resources and Energy
- Appendix P - Response to Comments
- Appendix Q - FAA's Preferred Alternative
- Appendix R - Response to Comments Received After the Close of the Comment Period
- Appendix S - Additional Analysis

## **ES.1.2 THE ROLE OF THE FEDERAL AVIATION ADMINISTRATION**

As the lead Federal agency, the FAA is responsible for the preparation and content of this EIS which evaluates the potential environmental impacts of the proposed runway redevelopment project at FLL. The FAA has prepared this EIS in compliance with the requirements of the *National Environmental Policy Act (NEPA), of 1969*

(P.L. 91-190); the Council on Environmental Quality's (CEQ) regulations implementing NEPA (40 CFR Parts 1500 through 1508); FAA Order 1050.1E, *Environmental Impacts: Policies and Procedures*; and FAA Order 5050.4B, *NEPA Implementing Instructions for Airport Actions*.

The FAA selected a third party contractor to assist in the preparation of this document, which includes the FAA's independent evaluation of information submitted by the Airport Sponsor (i.e., the Broward County Board of County Commissioners [the Commission]) and other entities that were coordinated with during the environmental process described in this EIS.

### **ES.1.3 THE PROPOSAL**

The Commission proposed improvements at FLL to address existing and anticipated future airfield capacity and delay issues. Since the commencement of commercial service in 1953, FLL has become one of the fastest growing airports in the U.S., accommodating over 22 million passengers in 2007. FLL was ranked as one of the 35 busiest airports in the U.S. in 2007.<sup>1</sup>

FLL plays a major role in the economic viability of the region by providing access to tourist destinations and businesses along Florida's southeastern coast. As of 2008, FLL is served by more than 50 air carrier, commuter, air cargo, and charter airline companies that provide flights to more than 60 U.S. and 40 international destinations. To continue its role in the region, the Commission has proposed redevelopment of the airfield to address capacity needs and reduce operational delays. These improvements would address the continued growth at FLL forecast to occur by planning horizons 2012 and 2020.<sup>2</sup>

#### **ES.1.3.1 The Airport Sponsor's Proposed Project and Connected Actions**

The Airport Sponsor's Proposed Project includes the following elements:

- Expand and elevate Runway 9R/27L to an overall length of 8,000 feet and width of 150 feet.
- Construct a new full-length parallel taxiway 75 feet wide on the north side of Runway 9R/27L with separation of 400 feet from 9R/27L.
- Construct an outer dual parallel taxiway that would be separated from the proposed north side parallel taxiway by 276 feet.
- Construct connecting taxiways from the proposed full-length parallel taxiway to existing taxiways.

<sup>1</sup> Airport Consultants International-North America (ACI-NA), *North American Airports, 2007 Final, Total Movements*, Web accessed 06/03/2008: [http://www.aci-na.org/stats/stats\\_traffic](http://www.aci-na.org/stats/stats_traffic)

<sup>2</sup> Annual aircraft operations at FLL grew from 287,094 in 2000 to 336,111 in 2005; with continued growth forecast to occur by 2012 (341,877 operations) through 2020 (408,536 operations). See Appendix D.1, *Aviation Activity Forecasts and Derivative Design Day Forecasts*.

- Construct an Instrument Landing System (ILS) for landings on Runways 9R and 27L. Runway ends 9R and 27L would have a Category I ILS, which includes a Medium Intensity Approach Light System with runway alignment indicator lights (MALSR), localizer, and glideslope antennae.
- Decommission Runway 13/31.
- Redevelopment of terminal gates.

And would require the following connected actions:

- Close Airport Perimeter Road located within the approach to Runway 9R.
- Relocate ASR-9.
- Acquire all, or a portion of the Hilton (formerly Wyndham) Fort Lauderdale Airport Hotel located at 1870 Griffin Road Fort Lauderdale, Florida, to the extent a portion of the existing structure would be located within the Proposed Runway Protection Zone (RPZ) for extended Runway 9R/27L.
- Acquire all, or a portion, of the Dania Boat Sales located at 1880 Griffin Road, Fort Lauderdale, Florida, to the extent, a portion of the existing structures would be located within the Proposed Runway Protection Zone (RPZ) for extended Runway 9R/27L.

### **ES.1.3.2 Refinement of the Airport Sponsor's Proposed Project**

The Airport Sponsor's Proposed Project evolved over time through interaction between the FAA and Broward County. Planning studies conducted by Broward County, discussions with FAA, and Commission actions were used to define the Airport Sponsor's Proposed Project and to identify the connected actions to be analyzed in this EIS.

### **ES.1.4 ENVIRONMENTAL REVIEW PROCESS**

FAA's environmental review responsibilities include compliance with NEPA, disclosure of environmental impacts, identification of a reasonable range of alternatives, and review and approval of Federal actions pertaining to airports and their operations. The FAA is required under NEPA to identify possible conflicts between the proposed action and the objectives of Federal; regional; state; tribal; and local land use plans, policies, and controls for the area concerned. The FAA is charged with identifying the extent to which it would reconcile the proposed action with plan or law.

The reasonable alternatives considered are described within this EIS along with those alternatives eliminated from further consideration. NEPA requires identification of the methodologies and sources used; determinations of where information is incomplete or unavailable; lists of the document preparers, resource agencies, organizations, and persons to whom copies of this EIS are sent; and summaries of the major conclusions and areas of controversy encountered through coordination with agencies and review by the public.

As part of the environmental process, Federal, state, and local governmental agencies, as well as the public, were afforded opportunities to be briefed on the Airport Sponsor's Proposed Project and the runway development alternatives carried forward for detailed evaluation in this EIS. The FAA conducted scoping activities with agencies and the public in early 2005 to determine the range of issues to be analyzed in the EIS. A public information workshop was held on February 2, 2006 to provide an update on the status of the EIS process and to receive public comments. (See Appendix B.1, *Scoping*, and Appendix B.3, *Interim Public Workshop*.)

As part of the public information process, a series of Project Focus Group meetings were held at key milestones throughout the conduct of the EIS. The Project Focus Groups were specifically designed as small gatherings of the public who represented their community or homeowner association's concerns from neighborhoods surrounding the airport. The Project Focus Groups included the five communities located in the Study Area: Fort Lauderdale, Plantation, Hollywood, Davie, and Dania Beach. (See Appendix B.2, *Focus Group Meetings*.)

Following the publication of the Draft EIS and prior to the EIS public hearing, the FAA conducted three District-wide Meetings at the request of the Broward County Board of County Commissioners. These meetings consisted of a presentation of the contents of the Draft EIS followed by a question and answer period. On May 1, 2007, a public information workshop and public hearing were held at the Fort Lauderdale Hollywood Convention Center. Notices of the public information workshop and public hearing were published in the Sun Sentinel on April 15, 22, and 29; Broward Herald on April 15, 22, and 29; and the El Heraldo on April 16. Over 600 people attended the FAA public information workshop and the FAA public hearing. (See Appendix B.5, *FAA Public Hearing/Workshop*.)

Comments on the Draft EIS were accepted by the FAA until the close of the official comment period on May 21, 2007, a period of 53 days from the publication of the Federal Register Notice of Availability of the Draft EIS. During that period, a total of 768 written and oral comments were received. All comments and responses received by the close of the official comment period are included in Appendix P, *Response to Comments*.

The FAA received numerous comments on the information contained in the March 2007 Draft EIS document after the official comment period closed on May 21, 2007. The FAA has reviewed those comments to determine if any significant or substantial issues were raised regarding analysis or information contained in the Draft EIS that had not previously been submitted and considered. The issues raised in those comments are addressed in the response to comments provided in Appendix R, *Response to Comments Received After the Close of the Draft EIS Comment Period*.

All comments received on the Draft EIS, including those received after the close of the official comment period, are included in the FAA's Administrative Record. No significant or substantial issues were identified in any of the comments received on the Draft EIS document.

With the publication of the final EIS, there will be a 30-day agency and public comment period. Comments received on the contents of the final EIS will be considered by the FAA and responses will be prepared and published in a Record of Decision.

### **ES.1.5 LIST OF FEDERAL, STATE, AND LOCAL PERMITS AND APPROVALS**

The following actions are required by Federal agencies (other than the FAA) and state and local agencies for implementation of the Airport Sponsor's Proposed Project:

- Issuance of a Clean Water Act Section 404 permit by the U.S. Army Corps of Engineers (USACE) related to potential impacts to jurisdictional streams and wetlands.
- Review and comment to the USACE of Section 404 Dredge and Fill Permit application by the U.S. Environmental Protection Agency (USEPA), U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), and the Florida State Historic Preservation Office (SHPO).
- Section 401 Water Quality Certification from the South Florida Water Management District (SFWMD).
- Modification to the National Pollutant Discharge Elimination System (NPDES) permit (Section 402 of the Clean Water Act) for proposed construction activities; this would be coordinated through the SFWMD.
- Modification to the SFWMD Environmental Resource Permit (ERP) No. 06-00339-S for impacts to jurisdictional wetlands.

### **ES.1.6 PROPOSED FEDERAL ACTIONS**

The Federal actions, determinations, and approvals by the FAA would be required for completion of the Airport Sponsor's Proposed Project.

#### **ES.1.6.1 Determination of Project Eligibility for Federal Funding Approval**

The FAA would have to make an official determination of whether the following elements of the proposed action would be eligible for Federal funds:

- Engineering and design
- Site preparation
- Airfield construction of runway, taxiway, runway safety area, and other airfield facilities
- Development of terminal gates
- Environmental mitigation requirements (if any)
- Navigational aids

Potential Federal funds for these project elements include Grant-in-Aid Funds through the Federal Airport Improvement Program (AIP).

**ES.1.6.2 Determination of Project Eligibility to Impose and Use Passenger Facility Charges (PFCs)**

The FAA would have to make an official determination of whether elements of the proposed action would be eligible for PFC funding.

**ES.1.6.3 FAA Approval and Funding of Proposed Airport Development**

The FAA's determination of the proposed action's eligibility for Federal funding would involve the approval of an ALP,<sup>3</sup> environmental approval in accordance with NEPA and FAA environmental requirements,<sup>4</sup> and determinations under other executive orders and statutes discussed in this EIS.

**ES.1.6.4 FAA Installation and/or Relocation of Navigational Aids Associated With the Proposed New Runway**

The FAA would make a determination regarding the installation and/or relocation of navigational aids associated with the new runway.<sup>5</sup>

**ES.1.6.5 FAA Approval of Air Traffic Procedures for the Runway**

The FAA would amend the existing and/or develop new air traffic procedures for FLL to include an expanded runway and the closure of Runway 13/31. The FAA would have to approve the amended and/or new procedures, verify them through flight testing, and publish the procedures for general use.<sup>6</sup>

**ES.1.6.6 Determination of Obstructions to Navigable Airspace**

An aeronautical study to review and approve navigable airspace for the proposed runway under FAR 14 CFR Part 77, *Objects Affecting Navigable Airspace*.<sup>7</sup>

**ES.16.7 FAA Approval of Airspace**

FAA approval of the airspace associated with the proposed actions, based on an aeronautical study conducted under FAR 14 CFR Part 157, *Notice of Construction, Alternation, Activation, and Deactivation of Airports*, would be necessary before the proposed expanded runway could be opened for use and Runway 13/31 could be decommissioned (deactivated).

**ES.1.6.8 FAA Certification and Other Approvals**

FAA modification or amendment of existing certificates or specifications would be required to meet the Commission's objective of providing an airport that will comply with FAA design standards and accommodate, in a safe and efficient manner, the passenger enplanements and aircraft activity forecasts.

<sup>3</sup> 49 U.S.C. § 47107(a)(16)

<sup>4</sup> 49 U.S.C. § 47106(c)

<sup>5</sup> 49 U.S.C. § 40103

<sup>6</sup> 49 U.S.C. § 40103

<sup>7</sup> 49 U.S.C. § 40103(b) and 40113

- Certification under FAR 14 CFR Part 139, *Certification of Airports*.
- Operating Specifications for scheduled air carriers intending to operate at the airport in the future under FAR 14 CFR Part 121, *Certification and Operations: Domestic, Flag, and Supplemental Air Carriers and Commercial Operations of Large Aircraft*.

#### **ES.1.6.9 Applicable Environmental Laws, Regulations, Statutes, and Policies**

This EIS addresses the airport development actions listed in Section ES.1.6.1 through Section ES.1.6.8 of this chapter for which the Airport Sponsor will seek Federal financial aid under the AIP. The information contained in this EIS will provide evidence to satisfy agency determinations and sponsor certifications under 49 USC 47106 and 47107.

The approving FAA official will include the following determinations and sponsor certifications in its Record of Decision.

- FAA determination of conformity under the Clean Air Act, 42 U.S.C. 7506(c)(1).
- FAA determination that the Proposed Action nor its alternatives will involve or affect coastal resources. Coastal Barrier Resources Act, 16 U.S.C. 3501-3510, Coastal Zone Management Act, 16 U.S.C. 1451-1464, and Executive Order 13089, Coral Reef Protection.
- FAA determination of consistency with existing plans of public agencies for the development of the area surrounding the airport. Airport Development Grant Program, 49 U.S.C. 47106(a)(1).
- FAA determination that fair consideration has been given to the interests of communities in or near the project location. Airport Development Grant Program, 49 U.S.C. 47106(b)(2).
- FAA determinations under 49 U.S.C. 303(c) with respect to use of any publicly-owned land of a public park, recreation area, or wildlife and waterfowl refuge of national, state or local significance; or land from an historic site of national, State, or local significance.
- FAA findings regarding to the potential impact to endangered or threatened species, marine mammals, essential fish habitat and migratory birds. Endangered Species Act, 16 U.S.C. 1531-1544. Marine Mammal Protection Act, 16 U.S.C. 1361-1421h. Sustainable Fisheries Act, 16 U.S.C. 1855(b)(2). Migratory Bird Treaty Act, 16 U.S.C. 703-712.
- FAA floodplain determination and findings in accordance with Executive Order 11998, Floodplain Management. The environmental decision made by the FAA must also include floodplain findings in accordance with DOT Order 5650.2, Floodplain Management and Protection.



- FAA determination in accordance with Section 106 of the National Historic Preservation Act of 1966. The FAA is required to make a determination related to the possible effect of the proposed actions on properties either listed or eligible to be listed on the National Register of Historic Places that are in the vicinity of the development of the proposed actions. National Historic Preservation Act, 16 U.S.C. 470(f).
- FAA determination regarding coordination and consultation with Native American representatives in accordance with DOT Order 5301.1, Department of Transportation Programs, Policies, and Procedures Affecting American Indians, Alaska Natives, and Tribes; and FAA Order 1210.20, American Indian and Alaskan Native Tribal Consultation Policy and Procedures.
- FAA determination regarding environmental justice in accordance with Executive Order 12898 and DOT Order 5610.2, Environmental Justice.
- FAA determination that appropriate water quality requirements will be satisfied in accordance with the Clean Water Act. Clean Water Act, 33 U.S.C. §§1251, et seq.
- Determination by the FAA in accordance with Executive Order 11990, Protection of Wetlands. Any impact to wetlands would necessitate a wetlands determination by the FAA in accordance with the above-mentioned Executive Order and Department of Transportation (DOT) Order 5660.1A, Preservation of the Nation's Wetlands, and Section 404 of the Clean Water Act. 33 U.S.C. 1344.

## **ES.2 ROLE OF FLL IN THE NATIONAL AIRSPACE SYSTEM**

FLL is a primary airport, identified in the National Plan of Integrated Airport Systems (NPIAS) as one of the more than 3,000 airports identified as significant to national air transportation and, therefore, eligible to receive grants under the FAA Airport Improvement Program (AIP). In 2004, the FAA published three reports that identified FLL as one of the busiest airports in the U.S. The FAA's *Capacity Needs in the National Airspace System 2007-2025* identified that FLL needed additional capacity within the 2007 timeframe.<sup>8</sup> In one of those reports, the 2006 FAA Terminal Area Forecast (TAF) shows that the existing shortage of capacity at FLL will become exacerbated in the future.

Congress stressed the importance of airports to the economy and the priority of capacity projects to ease congestion in *Vision 100 Century of Aviation Reauthorization Act Public Law 108-176*. As part of its overall air commerce missions, FAA encourages construction of capacity projects at congested airports, but qualifies this with the need to assess environmental impacts associated with these projects.

---

<sup>8</sup> *Capacity Needs in the National Airspace System 2007-2025, An Analysis of Airport and Metropolitan Demands and Operational Capacity in the Future*. Federal Aviation Administration. May 2007.

At FLL, annual aircraft operations are projected to increase by 2.2 percent annually from 2006 to 2012 and by 2.3 percent annually from 2012 to 2020. With increased demand in 2012 and 2020, average delays at FLL are estimated to increase from six minutes in 2005 to approximately 26 minutes per operation in 2012/2020. The delay threshold used in this EIS for establishing the capacity of FLL is six minutes per operation. FAA has determined that the capacity of FLL under current conditions is calculated to be 310,000 annual operations at six minutes of annual average delay per operation.

To maintain average delays at the six minutes per operation threshold, there is a need to increase airfield operations from 84 operations an hour in 2005 to a range of 101 to 107 operations per hour. To provide the required capacity to maintain this level of delay, additional airfield capacity in the form of longer or additional runways and supporting taxiways and infrastructure is required.

By exploring the capacity and demand issues at FLL, the FAA would fulfill its statutory responsibilities to administer the National Airspace System. The next step is to develop and evaluate a range of alternatives, including the Airport Sponsor's Proposed Project, which would resolve the delay and capacity deficiencies at FLL.

### **ES.3 PURPOSE AND NEED**

#### **ES.3.1 AIRPORT SPONSOR'S IDENTIFIED GOALS AND OBJECTIVES**

On October 26, 2004, the Broward County Commission adopted the following "County's Airfield Development Program Objective Statement" for the FAA's consideration in developing its Federal purpose and need:

"The purpose of the proposed airfield improvements is to simultaneously achieve the following to the maximum extent practical:

- enhance FLL's capacity to accommodate forecast traffic through the year 2020 in a manner that will maintain average annual aircraft delay at or below the 6 to 10 minute average annual delay range,
- decommission the use of Runway 13/31 (crosswind); and,
- in the interim, avoid using Runway 13/31 to address forecast increases in aircraft delays given Runway 13/31's operational inefficiencies and the higher levels of residential noise exposure associated with its use,
- mitigate noise exposure attributable to proposed improvements by implementing a runway use plan and residential noise mitigation processes contained in approved Interlocal agreements and development orders with and from nearby cities in an environmentally sensitive manner while preserving the airport's vital economic role, and

- implement residential noise mitigation initiatives in areas not currently eligible under the Airport Improvement Program to deal with the overall forecast growth in aircraft operations, including implementing mitigation in advance of the onset of noise exposure in residential areas forecast to be newly exposed to the highest levels of cumulative aircraft noise resulting from changes in the configuration of the airport, while preserving neighborhoods and providing affordable housing."

### **ES.3.2 FEDERAL NEED AND PURPOSE**

#### **ES.3.2.1 Need for the Project**

The FAA considered the deficiencies at FLL and their impact on the FAA's purpose of enhancing safety, efficiency, and capacity on both the regional and national level, and has identified the following needs at FLL:

- The need for sufficient airfield capacity, to the extent practicable, to accommodate existing and projected air carrier demand at a level of delay established for FLL in this EIS analysis;
- The need for an enhanced and balanced airfield; and
- The need for sufficient gate and apron capacity to address existing and forecast passenger demand and aircraft congestion on the ramp.

In order for an alternative to be considered viable and carried forward for detailed evaluation within the NEPA process and this EIS, it must address one or more of these needs, as described more fully in the following sections.

#### **ES.3.2.2 Purpose of the Proposal**

Under 49 USC 47101(a)(7), the FAA is charged with ensuring "that airport construction and improvement projects that increase the capacity of facilities to accommodate passenger and cargo traffic be undertaken to the maximum feasible extent so that safety and efficiency increase and delays decrease." The NPIAS supports the FAA goals identified in the *Flight Plan (2004-2008)*<sup>9</sup> for safety and capacity by identifying the specific airport improvements that will contribute to achievement of those goals.

To highlight the emphasis on enhancing capacity within the national airspace, Congress stresses the importance of airports to the economy and the priority of capacity projects to ease congestion in *Vision 100 Century of Aviation Reauthorization Act Public Law 108-176*. Congress directs the FAA as part of its overall air commerce missions, to encourage construction of capacity projects at congested airports, but qualifies this with the need to assess environmental impacts associated with these projects.

---

<sup>9</sup> *Federal Aviation Administration Flight Plan 2004-2008*. Internet web site: [http://www.faa.gov/apo/strategicplan/FAA\\_Flight\\_Plan.pdf](http://www.faa.gov/apo/strategicplan/FAA_Flight_Plan.pdf)

The FAA's *Capacity Needs in the National Airspace System 2007-2025* identified that FLL needed additional capacity within the 2007 timeframe.<sup>10</sup> The 2006 FAA Terminal Area Forecast (TAF) shows that the existing shortage of capacity at FLL will become exacerbated in the future. Because of the existing and future capacity and demand requirements at FLL, this EIS is also subject to the environmental streamlining provisions of the Vision 100 Act.<sup>11</sup>

## **ES.4 ALTERNATIVES**

Federal guidelines concerning the environmental review process require that all reasonable, feasible, prudent, and practicable alternatives that might accomplish the objectives of a proposed project be identified and evaluated. Therefore, in compliance with NEPA and other special purpose environmental laws, the FAA independently reviews and analyzes those alternatives that could achieve the established purposes and need for the project.

Reasonable alternatives include those that are practicable or feasible from the technical and economic standpoint. As the lead agency, FAA has a responsibility to explore and objectively evaluate all prudent, feasible, reasonable, and practicable alternatives, including those beyond the agency's jurisdiction. In deciding which alternatives to consider, agencies must look hard at the factors relevant to the definition of purpose for the action. When an agency is asked to sanction a specific plan, it should take into account the needs and goals of the parties involved in the application. More importantly, the agency should always consider the views of Congress, expressed in the agency's statutory authorization to act, as well as in other pertinent congressional directives.

### **ES.4.1 RANGE OF ALTERNATIVES**

The FAA considered seven categories of off-site and on-site alternatives in addition to a no action alternative.

#### **ES.4.1.1 No Action Alternative**

As a requirement of NEPA, a No Action Alternative must be carried forward in the assessment of environmental impacts. To satisfy the intent of NEPA, FAA Orders, and other special purpose environmental laws, the No Action Alternative is carried forward in the analysis of environmental consequences. With the No Action Alternative, the airfield would remain as it is today, with no additional runways or extensions or improvements to any existing runways, and no new air traffic actions. The No Action Alternative is a potential alternative under NEPA and serves as the baseline for the assessment of future conditions/impacts.

---

<sup>10</sup> *Capacity Needs in the National Airspace System 2007-2025, An Analysis of Airport and Metropolitan Demands and Operational Capacity in the Future.* Federal Aviation Administration. May 2007.

<sup>11</sup> *Vision 100 Century of Aviation Reauthorization Act, Public Law 108-176*

## **ES.4.1.2 Off-Site Alternatives**

### **ES.4.1.2.1 Category 1 - Use of Other Airports/Regional Management Alternatives**

These alternatives would entail the transfer of aircraft operations from FLL to other airports within the region, thereby reducing the operational demand and need for additional capacity at FLL to accommodate existing and projected future aviation demand. Shifting operations to Palm Beach International Airport (PBI), Miami International Airport (MIA), Homestead Air Reserve Base (HST), Dade-Collier Training and Transition Airport (Everglades Airport) (TNT), was considered along with shifting general aviation traffic to surrounding reliever airports. Due to the lack of overlapping market areas with PBI, the inability of the U.S. Department of Transportation to force airlines to relocate operations to MIA, the previous Federal decision not to use HST as a public airport, the future role of TNT as a limited training facility, and the lack of capacity benefit gained by shifting general aviation operations to surrounding reliever airports; these alternatives were not considered reasonable and were eliminated from further consideration.

### **ES.4.1.2.2 Category 2 - Development of a New Off-Site Airport to Replace FLL**

This alternative included development and construction of a new airport at a new location to replace FLL. Due to the limited availability and cost of suitable land, the potential significant environmental impacts that could occur at a new location, the improbability of public acceptance, and the significant (and, as of yet, unfunded) capital investment necessary for development and construction of such an airport; this alternative was not considered reasonable and was eliminated from further consideration.

### **ES.4.1.2.3 Category 3 - Other Modes of Transportation and/or Telecommunications**

These alternatives entail the use of other modes of transportation or communication technology (e.g., trucks, trains, rail, and telecommunications/videoconferencing), which could be used to reduce operational demand at FLL and reduce the need for additional capacity. While the use of other surface roadway transportation modes is feasible for some types of passenger travel and cargo delivery, it is not considered a reasonable alternative to meet the immediate demand and need for capacity at FLL. Although high-speed rail may be potentially feasible at some undeterminable point in the future, public support for this type of public transportation service in Florida no longer exists. Telecommunication technology does not replace the need for air travel. Therefore, this group of alternatives was not considered reasonable and was eliminated from further consideration.

### **ES.4.1.3 On-Site Alternatives**

#### **ES.4.1.3.1 Category 4 - Non-Runway Development Alternatives**

These alternatives are designed to meet the need for additional capacity through physical airfield enhancements other than the redevelopment runway(s) that would satisfy all, or a portion of, the established purpose and need. Among the projects considered are the construction, extension, and/or expansion of taxiways, runway exits, and hold pads. These non-runway development projects, while adding taxiway flexibility and reducing ground delays, would not provide the airfield capacity necessary to accommodate future aviation demand levels. These alternatives were not considered reasonable and were eliminated from further consideration.

#### **ES.4.1.3.2 Category 5 - Other Technologies**

Other technologies and resources could increase capacity during low visibility conditions, enhance safety, and increase accuracy of takeoffs and landings, and could potentially increase the ability of the airspace to deliver more air traffic to FLL. None of these technologies would increase airfield capacity. These alternatives were not considered reasonable and were eliminated from further consideration.

#### **ES.4.1.3.3 Category 6 - Activity or Demand-Management Alternatives**

Activity or demand-management alternatives would not provide the airfield capacity necessary to accommodate existing and future aviation demand levels. These alternatives were not considered reasonable and were eliminated from further consideration.

#### **ES.4.1.3.4 Category 7 - Runway Development Alternatives**

Eighteen runway development alternatives were initially identified for evaluation. For the purposes of evaluation, the alternatives were grouped into the following categories by "like" design attributes (the **A Alternative** is identified as the No Action Alternative in this EIS):

**B Alternatives – South Airfield Development:** Seven alternatives were identified to redevelop existing Runway 9R/27L. Alternatives B1 and B5 would require permanent decommissioning of Runway 13/31, while it could remain operational under Alternatives B2, B3, B4, B6, and B7. Alternatives B1, B2, B3, and B6 would redevelop Runway 9R/27L along its existing alignment. Alternatives B4 and B7 would reconstruct Runway 9R/27L approximately 340 feet north of its existing alignment; and Alternative B5 would reconstruct Runway 9R/27L approximately 320 feet to the south of its current alignment.

**C Alternatives – North Airfield Development:** Three alternatives were identified for a new closely-spaced parallel runway, Runway 8/26, on the north airfield, north of existing Runway 9L/27R. Runway 13/31 would be permanently decommissioned to facilitate operation of an airfield with three east/west parallel runways. All of the C Alternatives maintain operations on existing Runway 9R/27L.

**D Alternatives – South and North Airfield Development:** Two 'D' Alternatives were developed by combining elements of the 'B' and 'C' Alternatives. These alternatives include redevelopment of Runway 9R/27L on the south airfield and construction of a new closely-spaced parallel Runway 8/26, on the north airfield, north of existing Runway 9L/27R.

**E Alternatives – Crosswind Runway or Open-V Configuration:** Six alternatives were identified to address development of the crosswind runway or the airfield with an open-V configuration.

#### **ES.4.2 RUNWAY DEVELOPMENT ALTERNATIVES SCREENING RESULTS**

To determine if these alternatives could substantially meet the stated purpose and need to increase capacity and reduce delay, these alternatives were further screened on runway length, airfield throughput capacity, constructability, and consideration of a series of "fatal flaws" (i.e., encroachment of Dania Cut-Off Canal, Interstate-95 and/or Seaboard Coast (CSX) Railroad, terminal impacts, or impacts to Florida Power and Light (FPL) substations). Alternatives were then eliminated from further evaluation if they failed to meet one or more of these criteria. (See Chapter Four, Alternatives, Table 4-3, *Initial Screening of Runway Development Alternatives*.)

Although the No Action Alternative (Alternative A) does not provide adequate throughput capacity or runway length, it is identified for further evaluation as required by NEPA. Alternatives B1, B4, B5, C1, D1, and D2 were determined to: (1) have adequate throughput capacity, (2) provide adequate runway length, (3) be practically constructed, and (4) not be fatally flawed.

Variations of Alternative B1 were developed to address specific runway redevelopment and operational issues. Based on a request made by the Commission in January 2006, a variation of Alternative B1 using an Engineered Material Arresting System (EMAS)<sup>12</sup> instead of a standard Runway Safety Area (RSA) on both runway ends was developed. This alternative became Alternative B1b. With EMAS, the overall length of the proposed runway would be reduced to 8,000 feet, eliminating the need for declared distance and improving runway operational capability. In July 2006, Broward County requested that the EIS also evaluate implementation of operational noise abatement actions as described in the *County's Airfield Development Program Objective Statement* (October 26, 2004). Alternative B1c was developed to take into account these operational actions and was identified as the Airport Sponsor's Proposed Project in this EIS.

---

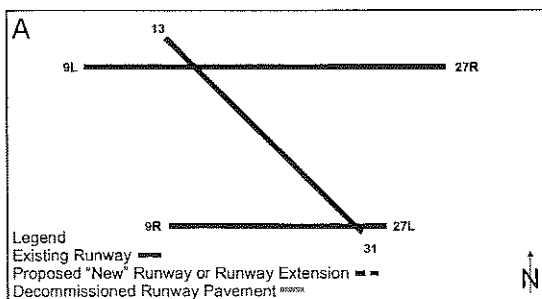
<sup>12</sup> Engineered Material Arresting System (EMAS) is a "soft ground arresting system" consisting of a crushable cellular cement material installed on the runway overrun in a predetermined bed layout. EMAS provides a reliable and predictable capability to stop an aircraft by crushing under the weight of an aircraft providing deceleration and a safe stop. See FAA Order 5200.9, *Financial Feasibility and Equivalency of Runway Safety Area Improvements and Engineered Material Arresting Systems*.

Alternative B1c has the same airfield configuration (with EMAS) as Alternative B1b, but includes implementation of the County's proposed operational noise abatement actions, including the runway use plan. Alternatives B1, B1b, and B1c (Airport Sponsor's Proposed Project) are described in detail in the following section.

The following eight runway development alternatives and the No Action Alternative are carried forward for detailed environmental evaluation in Chapter Six, *Environmental Consequences*.

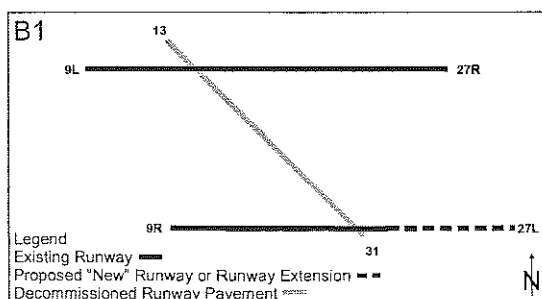
### **ES.4.3 ALTERNATIVES ASSESSED FOR ENVIRONMENTAL IMPACTS**

#### **ES.4.3.1 Alternative A – No Action**



FAA Order 5050.4B<sup>13</sup> requires that the effects of a No Action Alternative be disclosed in the EIS along with the potential environmental impacts of the proposed action and its reasonable alternatives. For this EIS, the No Action Alternative presumes no runway or other major airfield improvements or development projects would occur;<sup>14</sup> and Runway 9R/27L would remain at its existing length of 5,276 feet by 100 feet. See **Exhibit ES-1, Alternative A – No Action**.

#### **ES.4.3.2 Alternative B1 – Redevelop and Extend Existing Runway 9R/27L to an 8,600-Foot by 150-Foot Elevated Runway**



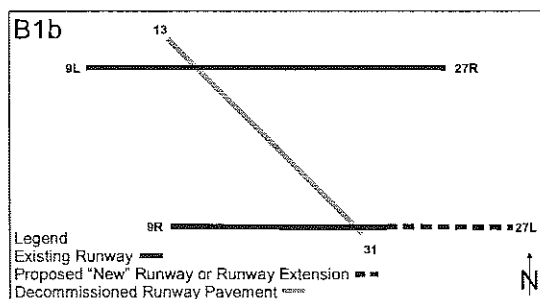
<sup>13</sup> FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects*, April 28, 2006, Chapter 10, Section 1001. EIS PURPOSE. 40 CFR 1502.1 states the primary purpose of an EIS is to be an "action-forcing tool" to ensure Federal government programs and actions meet NEPA's goals and policies. The EIS allows the agency to take a "hard look" at the environmental impacts of the No Action, the proposed action, and its reasonable alternatives.

<sup>14</sup> Previously approved taxiway and/or apron improvement projects are considered as part of the baseline conditions.



Alternative B1 redevelops and extends existing Runway 9R/27L to the east to achieve a total length of 8,600 feet by 150 feet without encroaching onto NE 7th Avenue. The overall runway length is maximized by extending and elevating the east end of the runway over the FEC Railway and U.S. Highway 1. The western extent of the runway would be the Dania Cut-Off Canal. Runway 13/31 would be permanently closed to accommodate elevation of Runway 9R/27L. See **Exhibit ES-2, Alternative B1 – Redevelop and Extend Existing Runway 9R/27L to an 8,600-Foot by 150-Foot Elevated Runway.**

**ES.4.3.2 Alternative B1b – Redevelop and Extend Existing Runway 9R/27L to an 8,000-Foot by 150-Foot Elevated Runway with EMAS**

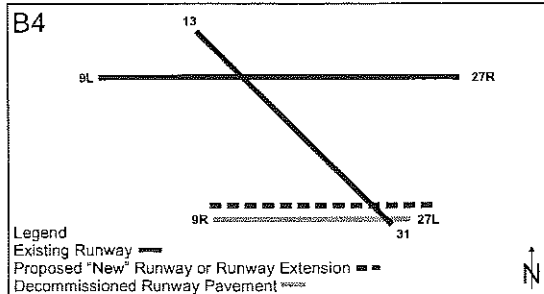


Alternative B1b would redevelop Runway 9R/27L to a length of 8,000 and a width of 150 feet. EMAS would be used at each runway end in place of a standard RSA. The use of EMAS allows the overall length of the runway would be reduced to 8,000 feet and would eliminate the need for declared distance while improving the runway operational capability. The east end of Runway 9R/27L would be elevated over the FEC Railway and U.S. Highway 1. The western extent of the runway would be the Dania Cut-Off Canal. Runway 13/31 would be permanently closed to accommodate elevation of Runway 9R/27L. See **Exhibit ES-3, Alternative B1b/B1c – Redevelop and Extend Existing Runway 9R/27L to an 8,000-Foot by 150-Foot Elevated Runway.**

**ES.4.3.3 Alternative B1c - Redevelop and Extend Existing Runway 9R/27L to an 8,000-Foot by 150-Foot Elevated Runway with EMAS (Airport Sponsor's Proposed Project)**

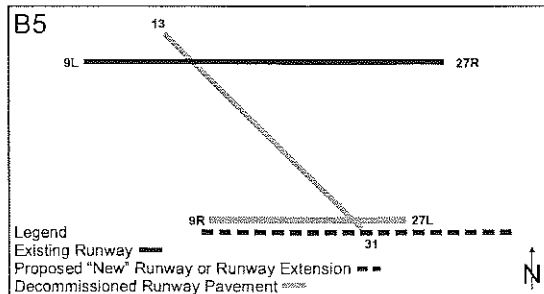
Alternative B1c has the same physical alignment, design conditions, and configuration as Alternative B1b. Alternative B1c includes implementation of the operational noise abatement actions described in the County's *Airfield Development Program Objective Statement* (October 26, 2004). See Exhibit ES-3.

**ES.4.3.4 Alternative B4 – Build a New 6,001-Foot At-Grade Runway with EMAS Located 340 Feet North of Existing South Runway (to Replace Existing Runway 9R/27L)**



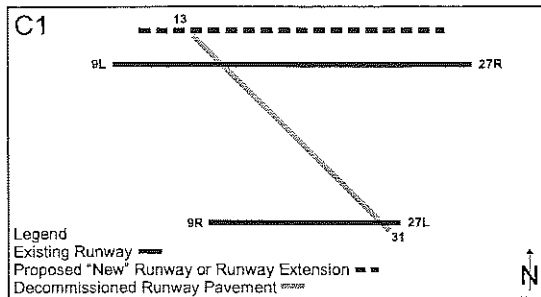
Alternative B4 would shift the location of Runway 9R/27L 340 feet to the north of its current location. Redeveloped Runway 9R/27L would be 6,001 feet long and would use the Dania Cut-Off Canal as the western limit for development. The redevelopment of Runway 9R/27L would require reconfiguration of Terminal 4. EMAS would be used in lieu of standard RSAs at both runway ends. Runway 9R/27L would not extend over the FEC Railway and/or U.S. Highway 1. The alignments of Airport Perimeter Road and the FEC Railway would be shifted to the east to achieve the 6,001-foot minimum runway length. Alternative B4 avoids decommissioning Runway 13/31. See **Exhibit ES-4, Alternative B4 – Build a New 6,001-Foot At-Grade Runway with EMAS Located 340 Feet North of Existing South Runway (to Replace Existing Runway 9R/27L)**.

**ES.4.3.5 Alternative B5 – Build A 7,800-Foot Elevated Runway with EMAS Located 320 Feet South Of Existing South Runway (to Replace Existing Runway 9R/27L)**



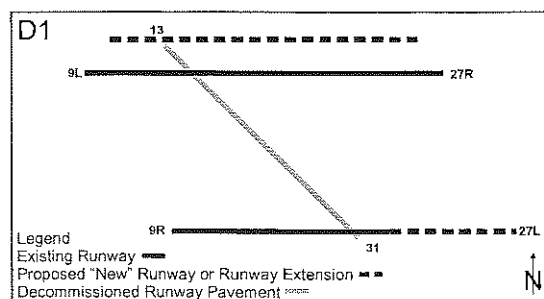
With implementation of Alternative B5, Runway 9R/27L would be shifted 300 feet to the south of its existing alignment and redeveloped at a length of 7,800 feet. Redeveloped Runway 9R/27L would be elevated over the FEC Railway and U.S. Highway 1 and would include EMAS on both runway ends. Due to the elevation of Runway 9R/27L, Runway 13/31 would be decommissioned. The intersection of Griffin Road and U.S. Highway 1 would be relocated approximately 950 feet south of its existing location to accommodate the airfield improvements. See **Exhibit ES-5, Alternative B5 – Build A 7,800-Foot Elevated Runway with EMAS Located 320 Feet South Of Existing South Runway (to Replace Existing Runway 9R/27L)**.

**ES.4.3.6 Alternative C1 – Build A 7,721 Foot At-Grade Runway Located 850 Feet North of Existing Runway 9L/27R (A Dependent Parallel Runway to Existing Runway 9L/27R)**



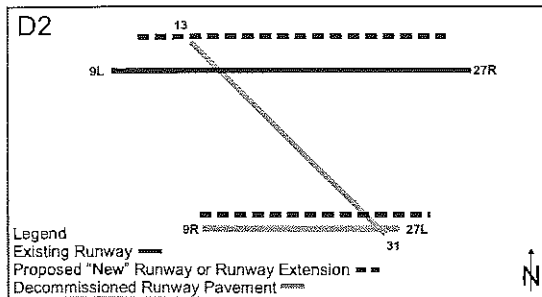
Alternative C1 includes construction of a new closely-spaced parallel runway, Runway 8/26, approximately 850 feet north of existing Runway 9L/27R. Runway 8/26 would be constructed to a length of 7,721 feet and would include standard RSAs on both runway ends. Runway 8/26 would not encroach onto Interstate-95 to the west or the existing FEC Railway to the east. Multiple cargo and general aviation tenants located along the north side of the airfield would be displaced. Runway 13/31 would be permanently decommissioned during the construction of Runway 8/26. See **Exhibit ES-6, Alternative C1 – Build A 7,721 Foot At-Grade Runway Located 850 Feet North of Existing Runway 9L/27R (A Dependent Parallel Runway to Existing Runway 9L/27R)**.

**ES.4.3.7 Alternative D1 – Redevelop and Extend Existing Runway 9R/27L to 8,000 Feet and Build a New 7,721-Foot Runway North of Existing Runway 9L/27R (Combination of Alternatives B1b and C1)**



Alternative D1 includes redevelopment of an elevated Runway 9R/27L to 8,000 feet by 150 feet with EMAS and extending over the FEC Railway and U.S. Highway 1. Alternative D1 also includes construction of Runway 8/26 on the north airfield and decommissioning of Runway 13/31. Development of Runway 8/26 would displace multiple cargo and general aviation tenants located along the north side of the airfield. See **Exhibit ES-7, Alternative D1 – Redevelop and Extend Existing Runway 9R/27L to 8,000 Feet and Build a New 7,721-Foot Runway North of Existing Runway 9L/27R (Combination of Alternatives B1b and C1)**.

**ES.4.3.8 Alternative D2 – Build a New 6,001-Foot at Grade Runway with EMAS Located 340 Feet North of Existing South Runway and Build A 7,721 Foot At-Grade Runway Located 850 Feet North of Existing Runway 9L/27R (Combination of Alternatives B4 and C1)**



Alternative D2 includes redevelopment of Runway 9R/27L 340 feet north of its existing location to a length of 6,001 feet by 150 feet with EMAS on both runway ends. Alternative D2 also includes construction of Runway 8/26 on the north airfield and decommissioning of Runway 13/31. Development of Runway 8/26 would displace multiple cargo and general aviation tenants located along the north side of the airfield. See **Exhibit ES 8, Alternative D2 – Build a New 6,001-Foot at Grade Runway with EMAS Located 340 Feet North of Existing South Runway and Build A 7,721 Foot At-Grade Runway Located 850 Feet North of Existing Runway 9L/27R (Combination of Alternatives B4 and C1)**.

**ES.5 AFFECTED ENVIRONMENT**

The existing environmental conditions in and around the vicinity of FLL comprise the Affected Environment described in this EIS. The data collected was compiled from sources originating between 2004 and 2006. The Affected Environment includes areas that may be affected by implementation of the runway development alternatives and provides a baseline for determining the impacts and consequences resulting from implementation of any of the runway development alternatives relative to existing social, economic, and environmental settings. The Affected Environment includes the effects of past and present actions implemented or proposed by other entities within the vicinity of FLL.

**ES.5.1 STUDY AREA AND DETAILED STUDY AREA**

For the purposes of this EIS, two study areas have been defined. The overall "Study Area" encompasses the communities surrounding FLL. The "Detailed Study Area" is a portion of the Study Area, including the current FLL land envelope and areas that may be physically disturbed with implementation of any of the runway development alternatives.

### **ES.5.1.1 Study Area**

The Study Area encompasses a geographical area broad enough to effectively evaluate the potential impacts that may result from implementation of the runway development alternatives. The Study Area boundary was developed using a composite of the projected future 60 Day-Night Average Sound Level (DNL) noise contours obtained from previous airport studies for years 2008, 2010, and 2020. A buffer area was then added to allow for potential future growth in the 60 DNL noise contour off the crosswind runway and to include the Seminole Indian Reservation. The Study Area boundary lines were squared off and follow roadways, where practical.

### **ES.5.1.2 Detailed Study Area**

The Detailed Study Area is a subset of the Study Area and was developed in order to focus the detailed discussion and analysis of construction and direct impacts resulting from implementation of the runway development alternatives. The Detailed Study Area boundary was developed using a composite of the footprints associated with runway development alternatives (including RSAs and RPZs) and the various alternative scenarios identified in Broward County's *Assessment of Airfield Development Alternatives*, dated September 29, 2003. The Detailed Study Area includes the entire airport property.

## **ES.6 ENVIRONMENTAL CONSEQUENCES**

The impacts resulting from implementation of all of the runway development alternatives and the No Action Alternative are disclosed in the Environmental Consequences chapter of this EIS. The impacts of each alternative are disclosed for project years 2012 and 2020. The FAA uses 2012 and 2020 as a basis for analysis because 2012 is the projected earliest implementation year of the Airport Sponsor's Proposed Project (Alternative B1c) and 2020, because it represents a future condition after full implementation of the Airport Sponsor's Proposed Project. The analysis of environmental impacts also compares the effects of the runway development alternatives to the No Action Alternative for the two respective project years.

The environmental consequences section forms the scientific and analytical basis for comparing the impacts of the runway development alternatives. It includes considerations of direct and indirect effects and their significance and possible conflicts between the alternatives and the objectives of Federal; regional; state; tribal; and local land use plans, policies and controls for the area concerned.

Based on the guidance provided by FAA Orders 5050.4B, *NEPA Implementing Instructions for Airport Actions*, and 1050.1E, *Environmental Impacts: Policy and Procedures*, the environmental impacts of the runway development alternatives have been evaluated within 19 general impact categories. Two of these categories - Farmlands and Wild and Scenic Rivers - have been determined to be neither applicable nor pertinent to this proposal due to the nature of the alternatives evaluated and lack of such resources within the Study Area and Detailed Study Area. A summary of the potential impacts resulting from implementation of the

alternatives considered is presented in Sections ES.6.1 through ES.6.17. A summary of the potential impacts resulting from implementation of the alternatives is also presented in **Table ES-1, Summary of Alternatives Including Potential Environmental Impacts and Benefit.**

### **ES.6.1 AIR QUALITY**

In both 2012 and 2020, the implementation of any of the runway development alternatives would result in a reduction in annual air pollutant emissions as compared to the No Action Alternative. (See Section 6.B, *Air Quality.*) This reduction in air emissions is due to a net reduction in aircraft operations on the ground during taxi and departure queue delay. Emissions from construction of any of the runway development alternatives combined with emissions from the construction of other planned development in the Fort Lauderdale area could potentially cause a temporary increase in air emissions.

### **ES.6.2 AIRPORT NOISE**

For the project year 2012, the population and number of residential housing units located within the 65+ DNL contour would increase for all alternatives as compared to the No Action Alternative. No noise-sensitive public facilities would be affected by noise levels at or above 65 DNL. The area of noise exposure, measured in square miles, for all but three of the runway development alternatives would increase in size as compared to the 2012 No Action Alternative; the exceptions are Alternatives B1c and B4, which would cause virtually no change in the contour. Alternative C1 would cause a decrease in the size of the noise exposure area compared to the 2012 No Action Alternative. (See Section 6.C, *Airport Noise.*)

By 2020, the area of noise exposure would not change with implementation of Alternatives B1, B1b, B1c, and D1; would decrease with implementation of Alternatives B4, C1, and D2; and would increase with implementation of Alternative B5 in comparison to the 2020 No Action Alternative. One noise-sensitive public facility would be impacted by noise levels at or above 65 DNL in 2020.

The supplemental Federal Interagency Committee on Noise (FICON) screening analysis conducted for each runway development alternative (See Section 6.C.1.1.9, *Significant Noise Analysis*) concluded that both a 1.5 dB increase and a 3 dB increase in noise would occur within the 65+ DNL noise contour for each of the runway development alternatives as compared to the 2012 No Action Alternative.

The noise screening analysis of potential impacts associated with all projected arrival and departure operations for 2012 between the altitudes of 3,000 feet and 10,000 feet Above Ground Level (AGL) (See Section 6.C.1.1.9, *Significant Noise Analysis*) indicates that none of the runway development alternatives would cause a significant (5 dB) change between the 45 and 60 DNL contour.

### **ES.6.3 COMPATIBLE LAND USES**

Implementation of Alternatives B1, B1b, B1c, B4, B5, D1, and D2 would require the acquisition of all or a portion of the Wyndham Fort Lauderdale Airport Hotel. No other off-airport property would be directly impacted by these alternatives. While disruption of the area and traffic access around the hotel site is expected with the potential acquisition of all or part of the hotel, the specific quantity of disruptions would not be known until further project planning and design is conducted. Impacts resulting from acquisition or relocation of all or a portion of the hotel would be mitigated in compliance with the *Uniform Relocation Assistance and Real Property Acquisition Policies Act*.

The existing comprehensive plans outlining land use and transportation policies for jurisdictions within the Study Area were reviewed to determine reasonable consistency with land use plans of public agencies responsible for development in the area. None of the alternatives under consideration requires land use or zoning changes and would be considered consistent with all local land use and comprehensive plans. (See Section 6.C.2, *Land Use Compatibility*.)

### **ES.6.4 HISTORICAL, ARCHITECTURAL, ARCHEOLOGICAL, AND CULTURAL RESOURCES**

None of the runway development alternatives would impact historic, architectural, archeological, or cultural resources listed on or eligible for listing on the National Register of Historic Places (NRHP).

### **ES.6.5 SECTION 4(f) PROPERTIES [RECODIFIED AS 49 U.S.C. 303(c)]**

None of the runway development alternatives would impact Section 4(f) properties within the Study Area or Detailed Study Area. The potential use of dredge material from Port Everglades could include the installation of a slurry pipe through West Lake Park to deliver dredge material to the airport. Broward County Parks and Recreation Division has informed the FAA that this portion of West Lake Park is not accessible to the public. Broward County has informed the FAA that impacts resulting from the installation and use of the slurry pipe would be temporary and limited to an early phase of the construction period. The slurry pipe would be removed upon completion of airport construction and would not result in permanent changes or alterations to the park.

### **ES.6.6 WATER QUALITY**

Increases in annual surface water quality pollutant loads discharged to receiving waterbodies would result from implementation of each of the runway development alternatives. (See Section 6.E.1, *Water Quality*.) It is anticipated that any direct or cumulative impacts to surface water or groundwater quality resulting from implementation of a runway development alternative would be negligible, as it would be mandatory for all projects to comply with existing and future federal and state water quality permit requirements. Best Management Practices (BMPs) in place at the airport are considered to be sufficient to ensure that concentrations of

pollutants of concern would not exceed applicable regulatory criteria. Based on the low background concentrations of the pollutants of concern, coupled with the relatively small volume of runoff to be generated by an improved airfield, impacts to the quality of surrounding waterbodies would be unlikely.

### **ES.6.7 WETLANDS**

Because of the numerous safety, operational, and engineering design requirements proposed as part of the runway development alternatives, unavoidable impacts to wetlands would occur with implementation of each runway development alternative. (See Section 6.E.2, *Wetlands*.) Impacts to wetlands range from 0.13 acres with implementation of Alternative B4 to 21.87 acres with implementation of Alternative D1. These impacts would be mitigated in accordance with the U.S. Army Corps of Engineers Section 404 permit requirements.

### **ES.6.8 FLOODPLAINS**

The 100-year floodplain crosses the airfield and would be encroached upon by all of the runway development alternatives. With the exception of the No Action Alternative, complete avoidance and minimization of new floodplain impacts resulting from implementation of any of the runway development alternatives is not practicable due to the existing airfield geometry and presence of major transportation corridors and surrounding development. The impacts resulting from construction of airfield improvements and tenant relocations would not be significant. It is not anticipated that implementation of any of the runway development alternatives would result in a loss of natural or beneficial floodplain values. Any loss of floodplain storage would be compensated for through design of the airfield stormwater management system.

### **ES.6.9 COASTAL RESOURCES**

There are no coastal resources, including coral reefs, located within the Detailed Study Area or the larger Study Area that extends over the Atlantic Ocean. No impacts to coastal resources, including coral reefs, would result from implementation of any of the runway development alternatives.

### **ES.6.10 FISH, WILDLIFE, AND PLANTS**

None of the runway development alternatives are likely to adversely affect Federally-listed or state-listed endangered or threatened species, or species of special concern.

#### **ES.6.10.1 Federally-Listed Species**

##### **ES.6.10.1.1 Smalltooth Sawfish**

Implementation of Alternatives B1, B1b, B1c, B5, and D1 would result in a "May affect but not likely to adversely affect" determination for the smalltooth sawfish. Implementation of Alternatives A, B4, C1, and D2 would result in a "No effect" determination for the smalltooth sawfish.



### **ES.6.10.1.2 West Indian Manatee**

Implementation of Alternatives B1, B1b, B1c, B4, B5, D1, and D2 would result in a determination of "May affect, but not likely to adversely affect" for the West Indian manatee. No further coordination with the USFWS would be required. Implementation of Alternatives A and C1 would result in a "No effect" determination for the West Indian manatee.

### **ES.6.10.1.3 Johnson's Seagrass**

Implementation of Alternative B5 would result in a determination of "May affect, but not likely to adversely affect" for Johnson's seagrass. Implementation of Alternatives A, B1, B1b, B1c, B4, C1, D1, and D2 would result in a "No effect" determination for Johnson's seagrass.

## **ES.6.10.2 State-Listed Species**

### **ES.6.10.2.1 Florida Burrowing Owl**

Suitable nesting habitat for the Florida burrowing owl has been historically reported on airport property, but no burrowing owl activity on-airport was observed during field surveys conducted for this EIS in November 2004. Implementation of any of the runway development alternatives is not likely to result in impacts to the Florida burrowing owl. Field surveys would be conducted on-airport within the appropriate habitat to determine the presence or absence of this species no less than 90 days prior to beginning construction to ensure that the species has not recurred.

### **ES.6.10.3 Essential Fish Habitat (EFH)**

The FAA has determined there would be no significant impacts to Essential Fish Habitat (EFH) resulting from implementation of any of the runway development alternatives. This determination is based on preliminary project design, and the minimal short-term and permanent impacts associated with the installation of light tower foundations, utility cables, and access roads required for the proposed runway approach light configurations associated with each runway development alternative.

## **ES.6.11 HAZARDOUS WASTE**

With the forecast increase in aircraft operations, minimal impacts on the storage, release, and generation of hazardous wastes; existing petroleum-impacted sites and leaking underground storage tanks (LUSTs); fuel storage tanks and fuel facilities; and dredged and fill materials would with implementation of any of the alternatives, including the No Action Alternative. Construction of any of the runway development alternatives would not result in a significant increase in the amount of hazardous waste generated and would have no impact on the available capacity of existing waste disposal facilities. (See Section 6.G.1, *Hazardous Materials*.)

### **ES.6.12 SOLID WASTE**

None of the alternatives, including the No Action Alternative, would result in a significant increase in solid waste generation and would have no impact on the available capacity of existing waste management and recycling facilities. (See Section 6.G.2, *Solid Waste*.)

### **ES.6.13 SOCIOECONOMIC, ENVIRONMENTAL JUSTICE, AND CHILDRENS' HEALTH AND SAFETY**

#### **ES.6.13.1 Socioeconomic Impacts**

No residential acquisition or relocation would be required for the implementation of any of the runway development alternatives.

The implementation of Alternatives B1, B1b, B1c, B5, and D1 would require the acquisition of two adjacent businesses, the Hilton Fort-Lauderdale Airport Hotel and the Dania Boat Sales; both are located on Griffin Road.

The implementation of Alternatives B4 and D2 would require the partial acquisition of the Dania Boat Sales.

No off-airport business acquisition or relocation would be required for the implementation of Alternative C1. The implementation of Alternatives C1, D1, and D2 also would require the relocation of the on-airport tenants located on the north airfield.

None of the runway development alternatives would cause a significant disruption of local traffic patterns, and no substantial loss in community tax base would occur as a result of implementation of any of the runway development alternatives. (See Section 6.H.1.1, *Socioeconomic Impacts*.)

#### **ES.6.13.2 Environmental Justice**

In 2012 all of the runway development alternatives, except Alternatives B4 and D2, would have a percentage of minority population less than or equal to that of the No Action Alternative because the noise contours do not significantly increase in size or geographical area covered. Alternatives B4 and D2 each would have a 0.7 percent increase in minority population over that of the No Action Alternative (the 2012 No Action Alternative minority population would be 25.0 percent; both Alternatives B4 and D2 would have a minority population of 25.7 percent). The minority populations exposed to aircraft noise would not be significantly greater when compared to the overall population in the Study Area.

The percentage of low-income population within the 65+ DNL noise contour would remain relatively the same if any of the runway development alternatives were constructed. The minority and low-income populations surrounding the airport would not disproportionately experience impacts greater in magnitude, or greater in frequency, from aircraft activity and noise than those experienced by the majority population in the airport environs. (See Section 6.H.1.2, *Environmental Justice*.)

### **ES.6.13.3 Children's Environmental Health and Safety Risks**

Based on the analysis detailed in Chapter Six, Section 6.B, *Air Quality*, the implementation of any of the runway development alternatives would comply with all Federal and state air quality regulations and guidelines, and would not have the potential to cause significant adverse air quality impacts in Broward County. Based on the analyses detailed in Chapter Six, Section 6.E-1, *Water Quality*, none of the alternatives would result in the release of harmful agents into surface or groundwater resources above levels permitted by state and Federal regulations. No regulatory agencies identified or commented on issues related to children's health and safety.

Implementation of any of the runway development alternatives would not result in the release of or exposure to significant levels of harmful agents in the water, air, or soil that would affect children's health or safety. (See Section 6.H.1.3, *Children's Environmental Health and Safety Risks*.)

## **ES.6.14 SECONDARY (INDUCED) AND INFRASTRUCTURE**

### **ES.6.14.1 Surface Transportation**

The surface transportation analysis developed for this EIS determined that the Level of Service (LOS) of the existing roadway system around the airport fails under existing (2005) conditions. Local roadway projects are needed to improve the LOS regardless of whether any airport development projects are implemented. None of the runway development alternatives would significantly alter the existing local roadway network, nor would they affect traffic volumes to further degrade the LOS of the roadway system. (See Section 6.H.2.1, *Surface Transportation*.)

### **ES.6.14.2 Economic Impacts**

The number of temporary construction jobs and the amount of income generated by those jobs would vary by runway development alternative. New jobs across all industries would result from the construction of improvements at FLL. It is assumed that the jobs would be filled by local workers, unless the necessary workforce is not available. The results of the analysis indicate that the Final Demand Employment associated with the construction spending for each runway development alternative would range from 9,700 to 22,400 jobs for all industries in the region. (See Section 6.H.2.2, *Economic Impacts*.)

### **ES.6.14.3 Public Services**

The implementation of any of the proposed runway development alternatives would not affect the accessibility or circulation of public service vehicles to the airport or surrounding communities. This would include emergency response vehicles, school buses, and public transit. The Level of Service (LOS) of the existing roadway system around the airport fails under existing conditions, therefore local roadway projects are needed to improve the LOS regardless of whether any airport development projects are implemented.

The implementation of any of the runway development alternatives would not result in residential acquisition or relocation or significant commercial/business acquisition or relocation therefore the level of public services would not change. (See Section 6.H.2.3, *Public Services*.)

## **ES.6.15 LIGHT EMISSIONS AND VISUAL IMPACTS**

### **ES.6.15.1 Light Emissions**

Many of the residential areas around FLL are currently shielded from airport light emissions due to natural and man-made buffers and existing compatible land uses around the airport. No significant light emission impacts would result from implementation of any of the runway development alternatives. (See Section 6.H.3.1, *Light Emissions*.)

### **ES.6.15.2 Visual Impacts**

None of the runway development alternatives would create a substantial impact on the view as seen from parcels adjacent to the airport. The views within the airport vicinity are currently characterized by the existing network of highways, terminal buildings, runways, taxiways, and ancillary transportation infrastructure. These view characteristics should remain unchanged with implementation of any of the runway development alternatives. No significant visual impacts would occur with implementation of the runway development alternatives. (See Section 6.H.3.2, *Visual Impacts*.)

## **ES.6.16 NATURAL RESOURCES AND ENERGY SUPPLY**

No irreversible or irretrievable commitments of natural resources are anticipated to result from construction of any of the runway development alternatives. There would be no depletion of materials in short supply or substantial irreversible changes to the natural or cultural environment. Evaluation of the future energy and fuel demands does not indicate the use or consumption of energy or fuel sources that would be in short supply in the vicinity of FLL. Each of the runway development alternatives could increase the demand for utility power while decreasing the demand for fuel.

In consideration of improvements outlined in *FPL Ten-Year Power Plant Site Plan 2005-2014* (See Chapter Five, *Affected Environment*, Section 5.H.4.1, *Energy Sources*), the FAA would anticipate that FPL could accommodate the increased demand for electricity to the airport through 2020. The Gulfstream Natural Gas Pipeline, operated by the Peoples Gas Company since 2002, is assumed to be capable of providing ample natural gas to FLL to meet the anticipated demand through 2020. The increase in future energy and fuel demand resulting from any of the alternatives would not adversely affect future power and fuel supplies or the supply of natural resources. (See Section 6.H.4, *Natural Resources and Energy Supply*.)

### **ES.6.17 CONSTRUCTION IMPACTS**

Construction of all of the runway development alternatives would not result in long-term adverse impacts. Temporary impacts resulting from construction, including equipment noise, generation of fugitive dust, stormwater discharges, and truck traffic, would cease once construction is complete. Construction of any of the runway development alternatives would be conducted in accordance with the provisions of Advisory Circular 150/5370-10B, *Standards for Specifying Construction of Airports, Change 13*, and all state and local construction standards. Existing and planned BMPS would be implemented to minimize impacts on air and water quality during construction. (See Section 6.H.5, *Construction Impacts*.)

### **ES.7 CUMULATIVE IMPACTS**

Chapter Seven, *Cumulative Impacts*, discloses the impacts of the runway development alternatives under consideration at FLL in combination with past, present, and reasonably foreseeable future actions at FLL, Port Everglades, and within the FLL environs. These notable actions have been implemented, are under current planning, or are anticipated in the near future to address transportation and infrastructure needs. When grouped together, these independent actions have a cumulative effect on resources, land use patterns, and the character of the Fort Lauderdale community.

For the actions proposed in this EIS along with past, present, and reasonably foreseeable projects, cumulative impacts may occur in the areas of: air quality; noise; compatible land use; water quality and water resources; fish, wildlife, plants, and habitat; hazardous and solid wastes; social and community resources; light emissions and visual impacts; natural resources and energy supply; construction impacts; and sustainable design and development. The level of cumulative impact anticipated to occur within these categories is not significant because of the types of projects proposed, the extent of the built environment in which they will occur, and the options considered or implemented to mitigate for unavoidable impacts.

### **ES.8 IDENTIFICATION OF FAA'S PREFERRED ALTERNATIVE**

CEQ guidance requires all Federal agencies to identify a preferred alternative. According to FAA Order 5050.4B Paragraph 1007e.(7), the approving FAA official selects the preferred alternative after reviewing each alternative's ability to fulfill the agency's mission while considering their economic and environmental impacts, and technical factors.

As discussed in Chapter Three, *Purpose and Need*, all of the runway development alternatives would meet the project purposes in terms of meeting the FAA's statutory charter, national needs, priorities, and OEP mission.

All of the runway development alternatives would meet the identified project needs, but with varying levels in terms of providing sufficient airfield capacity to the extent practicable, accommodate existing and projected air carrier demand at an acceptable level of delay; and provide an enhanced and balanced airfield and adequate terminal gate facilities.

In identifying the FAA's Preferred Alternative, the FAA also considered the degree to which the alternatives satisfy the Airport Sponsor's goals and objectives (see Section ES.3.1, *Airport Sponsor's Identified Goals and Objectives*).

**Airport Sponsor Concerns:** The Airport Sponsor expressed significant concern with regard to alternatives that include the development of a north runway.<sup>15</sup> Alternatives C1, D1, and D2 include the development of a new runway north and parallel to existing Runway 9L/27R. All of these alternatives would result in substantial tenant relocations from the north airfield, could limit future tenant expansion capabilities, and could limit the potential for future on-airport development within the existing airport envelope.<sup>16</sup> A large portion of the costs for tenant relocation would be the responsibility of the Airport Sponsor.<sup>17</sup> Broward County, the Airport Sponsor, has indicated that based on their economic impact analysis, which includes relocating the north airfield tenants, it is not willing to pursue a north runway development alternative.<sup>18</sup>

**FAA's Preferred Alternative:** In selecting its Preferred Alternative, the FAA considered each of the proposed runway development alternatives. See Section ES.4.3, *Alternatives Assessed for Environmental Impacts*, to review the full description of each of the runway development alternatives.

- Alternative A (No Action) does not meet the identified purpose and need nor does it address the Airport Sponsor's goals and objectives.
- Alternative B1 meets the identified purpose and need; however the use of declared distance would be necessary to obtain a standard runway safety area (RSA), and a portion of the RSA for Runway 9R/27 would be located in the Dania Cut-Off Canal. Although this alternative meets the identified purpose and need, another alternative also meets the purpose and need without the use of declared distance or RSA encroachment into the Dania Cut-Off Canal.

---

<sup>15</sup> Letter to Mr. Dean Stringer, FAA Orlando Airports District Office, from Mr. Kent G. George, A.A.E., Director of Aviation Fort Lauderdale-Hollywood International Airport. Dated: December 7, 2007.

<sup>16</sup> The discussion of tenant relations is provided in this EIS in Appendix E, *Airfield Planning, Design, & Constructability Review*, Section E.1.6, *Facility Impacts*.

<sup>17</sup> Alternative costs including facility relocation costs are included in Chapter Four, *Alternatives*, Section 4.4, *Projected Costs*.

<sup>18</sup> Letter to Mr. Dean Stringer, FAA Orlando Airports District Office, from Mr. Kent G. George, A.A.E., Director of Aviation Fort Lauderdale-Hollywood International Airport. Dated: December 7, 2007.

- Alternative B1c (Airport Sponsor's Proposed Project) considers the implementation of the operational noise abatement actions described in the County's Airfield Development Program Objective Statement (October 26, 2004),<sup>19</sup> which would limit the use of Runway 9L/27R in 2012.<sup>20</sup>
- Alternative B4, the shortest runway development alternative at 6,001 feet, would provide adequate capacity and delay reduction in the short-term (2012). However, Alternative B4 does not meet the Airport Sponsor's objective of closing Runway 13/31 nor does it effectively address air carrier capacity. Further, given the length of the proposed runway in Alternative B4, pilots may opt not to use this runway to avoid taking a payload penalty<sup>21</sup> because of the operating conditions of the runway (temperature, type of aircraft, destination), then a higher percentage of aircraft departures would be assigned to the longer Runway 9L/27R. Even a conservative pilot refusal rate of 80 departures per day (less than 10 percent) would result in delay over 10 minutes by 2020 according to the sensitivity analysis<sup>22</sup> provided in Appendix F, *Net Benefits Analysis* (Section F.6.4, *Alternative B4 Sensitivity Analysis*). Alternative B4 would provide the least long-term capacity when compared to all of the runway development alternatives.
- With Alternatives C1, D1, and D2, the FAA does not have a willing Airport Sponsor due to issues associated with developing a new runway on the north airfield. The Airport Sponsor is concerned with the amount of tenant relocations that would be necessary and the decrease in on-airport land that could be used for future aviation related-development, and the resulting economic impact to the airport.
- Alternative B5 would result in more noise impacts in 2012 and 2020 than any of the other runway development alternatives. Wetlands impacts would be greater than any of the other runway development alternatives except for Alternative D1.

---

<sup>19</sup> Letter to FAA Manager, Orlando Airports District Office from FLL Director of Aviation Broward County Aviation Department, dated November 1, 2004. "This responds to your letter dated December 24, 2003 requesting information necessary for the preparation of the revised Environmental Impact Statement (EIS) for the proposed extension of Runway 9R/27L at the Fort Lauderdale-Hollywood International Airport."

<sup>20</sup> MEMORANDUM from Max Wolfe/Eric Bernhardt, Leigh Fisher Associates (now Jacobs Consultancy), to Virginia Lane, AICP, Environmental Specialist, Federal Aviation Administration. Subject: Sponsor's Proposed Project Operational Assumptions. Dated: August 22, 2006/Revised: August 24, 2006.

<sup>21</sup> Payload is defined as the revenue-producing weight that an aircraft can carry; it includes the total weight of passengers and cargo. A payload penalty is incurred when passengers and/or cargo have to be removed from a flight because of the permitted takeoff weight of an aircraft which is based on the runway length, airport elevation, and temperature.

<sup>22</sup> During the EIS process Broward County raised concerns with the length of the runway in Alternative B4 and the potential necessity for payload penalties on aircraft operations. Therefore, the FAA conducted a sensitivity analysis on Alternative B4 to determine the impact estimated refusals, caused by potential payload penalties, would have on delay. The FAA also received comments on the Draft EIS from several airlines expressing this concern with Alternative B4.

Alternative B1b is the FAA's Preferred Alternative. It meets the FAA's statutory charter, the needs of the national airspace system, and the FAA's objectives in the OEP. In making its selection, the FAA has considered that the redevelopment and expansion of Runway 9R/27L in Alternative B1b would satisfy the Airport Sponsor's goals and objectives.

While Alternative B1b would address the Airport Sponsor's goals and objectives, it would not limit the use of, and operations on the new south runway. Alternative B1b would also address the Airport Sponsor's concerns with regard to future on-airport growth. The FAA considered the Airport Sponsor's concerns in selecting its Preferred Alternative.<sup>23</sup> The FAA selection of Alternative B1b does not preclude Broward County from preparing a Part 150 Study to reevaluate runway use procedures in the future.

## **ES.9 MITIGATION**

This EIS identified few potential impacts associated with implementation of any of the runway development alternatives. Mitigation possibilities (those actions considered to avoid, minimize, rectify, reduce, or eliminate potential impacts resulting from implementation of any of the runway development alternatives) are presented for only those categories – noise, compatible land use, and wetlands – where potential impacts were identified. Mitigation and other conditions established in this EIS, or during its review, are subsequently committed to by the FAA in its Record of Decision. These mitigation measures would be implemented by the Airport Sponsor. The FAA would ensure implementation of such mitigation measure through special conditions, funding agreements, contract specifications, directives, other review or implementation procedures and other appropriate follow-up actions in accordance with 40 CFR 1505.3. (See Chapter Six, Section 6.J, *Conceptual Mitigation Measures Considered in the Draft EIS.*)

---

<sup>23</sup> FAA Order 5050.4B, *NEPA Implementing Instructions for Airport Actions*, 1202. FAA'S PREFERRED ALTERNATIVE. The responsible FAA official must ensure the FEIS identifies FAA's preferred alternative (paragraph 1007.e.(7)), unless a law forbids FAA from doing so (40 CFR 1502.14(e)). If the approving FAA official intends to identify a preferred alternative differing from the sponsor's proposed action, the official should notify the sponsor as early as possible. The approving FAA official should then follow the steps in paragraph 801 of this Order.

FAA Order 5050.4B, *NEPA Implementing Instructions for Airport Actions*, 801. IF FAA'S PREFERRED ALTERNATIVE DIFFERS FROM THE SPONSOR'S PROPOSED ACTION. b. Notify the airport sponsor. The approving FAA official should notify the airport sponsor as soon as the approving FAA official identifies a preferred alternative differing from the sponsor's proposed action. Here, the airport sponsor and the responsible FAA official should try to reach consensus on the alternative FAA will select as its preferred alternative. Because the airport sponsor (not FAA) decides whether to carry out the preferred alternative for airport development, the sponsor may make one of the following choices:

- (1) Concur in and implement FAA's preferred alternative.
- (2) Reject FAA's preferred alternative.
- (3) Propose an alternative not previously presented.
- (4) Take no action to address the purpose and need.



### **ES.9.1 NOISE AND COMPATIBLE LAND USE IMPACTS**

The FAA reviewed Broward County's mitigation principles (as summarized in Chapter Eight, Section 8.6.2.1, *Broward County Proposed Noise Mitigation Principles*) and determined that four of the proposed principles were appropriate for recommendation in the EIS to address the noise impacts to incompatible land use within the 2020 65 DNL noise contour of the FAA's Preferred Alternative.

- Each of the mitigation measures will address a neighborhood/subdivision area as a whole to ensure, to the extent practicable, that community cohesion will be maintained when the mitigation strategies are applied; thus, mitigation areas may extend beyond the 65 DNL noise contour to follow natural geographic boundaries, street patterns, and contiguous neighborhood boundaries
- Acquisition of mobile home units and the relocation of residents in accordance with the *Uniform Relocation Assistance and Real Property Acquisition Policies Act* (49 CFR Part 24) with the FAA's recommendation that the future use of the acquired property be controlled by recorded restrictive covenants
- Sound insulation of eligible single-family and multi-family units with the FAA's recommendation that an avigation easement be acquired
- Purchase guarantee/sales assistance (with sound insulation) for eligible single-family and multi-family units with the FAA's recommendation that an avigation easement be acquired

The FAA has identified those properties that may be eligible for participation in a land use mitigation measure. Broward County's responsibility is to decide how to apply the mitigation to eligible properties. The mitigation areas and the mitigation measures identified in this EIS will be part of the FAA Record of Decision. The Record of the Decision will include conditions requiring the Airport Sponsor to implement the noise mitigation measures addressing the impacts resulting from the implementation of the FAA's Preferred Alternative. The participation of the individual home owner and/or property owner in any of the recommended mitigation measures, however, will be voluntary.

**Table ES.-2, *Incompatible Land Uses Potentially Eligible for EIS Noise Mitigation Measures – 2020 FAA's Preferred Alternative***, indicates the number of housing units, population, and noise-sensitive public facilities located in each noise exposure contour range; the 65-70 DNL, 70-75 DNL, 75+ DNL. There are an estimated 1,051 residential housing units located within the 65+ DNL noise contour. Of the 1,051 potentially impacted housing units, 1,000 are located within the 65 and 70 DNL noise contour and 51 housing units are located in the 70+ DNL noise contour. No churches, schools, libraries, nursing homes, or hospitals are impacted by noise levels at or above 65 DNL. See **Exhibit ES-9, *FAA's Preferred Alternative Noise Exposure Contour (Alternative B1b)***.

Areas of incompatible land use located within the 60 DNL noise contour have been identified as potentially eligible for participation in a land use mitigation measure to ensure that community cohesion will be maintained. These areas follow natural

geographic boundaries, street patterns, and contiguous neighborhood boundaries to the areas of incompatible land use located within the 65 DNL noise contour. There are an estimated 1,023 residential units located in areas of incompatible land use that are contiguous to and outside of the 65 DNL noise contour.

**Table ES-2  
INCOMPATIBLE LAND USES POTENTIALLY ELIGIBLE FOR EIS NOISE  
MITIGATION MEASURES - 2020 FAA'S PREFERRED ALTERNATIVE  
Fort Lauderdale-Hollywood International Airport**

Type of Facility	65-70 DNL	70-75 DNL	75+ DNL	TOTAL 65+ DNL	Contiguous Residential Areas Outside 65 DNL	TOTAL Units Potentially Eligible
<b>Residential Housing Unit</b>						
Single-Family	550	21	0	571	527	1,098
Multi-Family	360	30	0	390	218	608
Mobile Home	90	0	0	90	278	368
<b>Total Housing Units</b>	<b>1,000</b>	<b>51</b>	<b>0</b>	<b>1,051</b>	<b>1,023</b>	<b>2,074</b>
<b>Population</b>						
Single-family	1,298	50	0	1,348	1,258	2,606
Multi-family	940	77	0	1,017	582	1,599
Mobile Home	107	0	0	107	344	451
<b>Total Population</b>	<b>2,345</b>	<b>127</b>	<b>0</b>	<b>2,472</b>	<b>2,184</b>	<b>4,656</b>
<b>Noise-Sensitive Public Facility</b>						
Churches	0	0	0	0	0	0
Library	0	0	0	0	0	0
Performing Arts Centers	0	0	0	0	0	0
Nursing Homes	0	0	0	0	0	0
Schools	0	0	0	0	0	0

Note: The information contained in this table is the same as Table 6.C.1-44 in Chapter Six, and in Table 8-2 in Chapter Eight.  
Residential housing units and population counts are based on 2000 Traffic Analysis Zone (TAZ) data from the Broward County Metropolitan Planning Organization.

Source: Landrum & Brown, 2007. [Contour: FLL\_2020B1b]

For further discussion about the FAA-recommended mitigation measures, the identified areas of incompatible land use, and the associated mitigation costs see Chapter Eight, Section 8.6.2, *Mitigation of Noise Impacts to Incompatible Land Use*.

## **ES.9.2 WETLAND IMPACTS**

The direct impacts to wetlands for Alternative B1b are 15.41 acres.<sup>24</sup> The FAA has consulted with the U.S. Army Corps of Engineers (USACE) and the South Florida Water Management District (SFWMD) regarding these wetland impacts and the

<sup>24</sup> The airfield geometry, NAVAIDS, and potential facility impacts for Alternative B1b and Alternative B1c (Airport Sponsor's Proposed Project) are identical. Therefore, the wetland impacts are the same for both alternatives, and the *Conceptual Wetland Mitigation Plan* for the Airport Sponsor's Proposed Project (Alternative B1c) would be sufficient for Alternative B1b.

*Airport Sponsor's Conceptual Wetland Mitigation Plan.*<sup>25</sup> Based on the availability of mitigation credits that would be available from West Lake Park and based on the USACE and SFWMD comments received to date, wetland impacts would be mitigated for Alternative B1b with the implementation of the *Airport Sponsor's Conceptual Wetland Mitigation Plan*. (See Chapter Eight, *FAA's Preferred Alternative*, Section 8.5, *Wetlands*.)

Broward County has permits from the SFWMD and the USACE that allow for habitat restoration and enhancement within West Lake Park. The Airport Sponsor is responsible for continuing the mitigation process throughout the applicable permitting process mandated by these regulatory agencies. Potential further avoidance and minimization opportunities and wetland mitigation would be identified during the permitting process for the FAA's Preferred Alternative. The wetland mitigation for the FAA's Preferred Alternative will include all practicable measures to minimize unavoidable harm to wetlands. (See Chapter Eight, Section 8.6.3, *Wetlands*, for a discussion of the *Conceptual Mitigation Plan* for the FAA's Preferred Alternative.)

## **ES.10 IMPACTS TO ENDANGERED AND THREATENED SPECIES**

The EIS analysis identified potential impacts to three Federally-listed species and one state-listed species of concern for the FAA's Preferred Alternative. The Federally-listed species of concern are the smalltooth sawfish, the West Indian manatee, and the wood stork. The state-listed species of concern is the Florida burrowing owl. (See Section 6.F.1, *Fish, Wildlife, and Plants*.)

The FAA determined that no significant adverse affect would occur to any Federally-listed or state-listed species for the FAA's Preferred Alternative. The U.S. Fish and Wildlife Service (USFWS) has concurred with the FAA's determination of "may affect/not likely to adversely affect" for the West Indian manatee and the wood stork.<sup>26</sup> Similarly, the National Marine Fisheries Service (NMFS) has concurred with the FAA's determination of "may affect/not likely to adversely affect" for the smalltooth sawfish.<sup>27</sup> Regarding state-listed species, the Airport Sponsor will be required to conduct a survey for the Burrowing Owl prior to construction.

---

<sup>25</sup> See Appendix M.3, *Conceptual Wetland Mitigation Plan*, Memorandum to: FLL EIS Administrative Record, from: Mike Tust, through: Sandra Walters. Subject: Summary of January 31, 2008 telephone conference with Leah Oberlin of the U.S. Army Corps of Engineers (USACE) to discuss analysis and approach of The Federal Aviation Administration's (FAA's) 'Draft' Conceptual Wetland Mitigation Plan for the Fort Lauderdale-Hollywood International Airport (FLL) Proposed Runway Expansion Environmental Impact Statement (EIS). Dated: January 31, 2008.

<sup>26</sup> Letter from Allen D. Webb for Paul Souza, Field Supervisor, South Florida Ecological Services Office, U.S. Fish and Wildlife Service, to Virginia Lane, FAA Orlando Airports District Office, dated January 31, 2008.

<sup>27</sup> Letter from Roy E. Crabtree, PhD., Regional Administrator, United States Department of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service, Southeast Regional Office, to Virginia Lane, FAA Orlando Airports District Office, dated March 24, 2008.

**Essential Fish Habitat (EFH):** The FAA has determined there would be no significant adverse impact to EFH with the implementation of the FAA's Preferred Alternative. The NMFS provided the FAA with EFH conservation recommendations based on the requirements of Section 305(b)(4)(A) of the Magnuson-Stevens Act.<sup>28</sup> The NMFS EFH conservation recommendations were fully considered in the development of the *Airport Sponsor's Conceptual Wetland Mitigation Plan*.<sup>29, 30</sup>

## **ES.11 NEXT STEPS**

This final EIS has been published and made available for public and agency review and comment. The 30-day comment period begins on June 27, 2008 with the publication of the Federal Register Notice of Availability of the *Final Environmental Impact Statement for the Development and Expansion of Runway 9R/27L and Other Associated Airport Projects at Fort Lauderdale-Hollywood International Airport, Broward County, Florida*. The 30-day comment period ends on July 28, 2008.

The FAA will review all comments received during the comment period and incorporate or revise information, as it deems necessary, in the preparation of its Record of Decision (ROD). The FAA's responses to comments received on the final EIS will be included in the ROD. The ROD may clarify and respond to issues raised on the final EIS. The FAA will then publish the ROD for public and agency review.

The ROD will complete the FAA's thorough and objective environmental decision-making process including FAA's public disclosure and review by the FAA decisionmaker of the analysis of impacts described in this EIS. The ROD will be prepared in compliance with the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. Section 4321, et seq.], the implementing regulations of the Council on Environmental Quality (CEQ) [40 CFR Parts 1500-1508] and FAA directives [Order 1050.1E, *Environmental Impacts: Policies and Procedures* and Order 5050.4B, *NEPA Implementing Instructions for Airport Actions*]. The ROD will demonstrate and document the FAA's compliance with the procedural and substantive requirements and environmental, programmatic, and related statutes and regulations that apply to FAA decisions and actions on proposed airport projects.

---

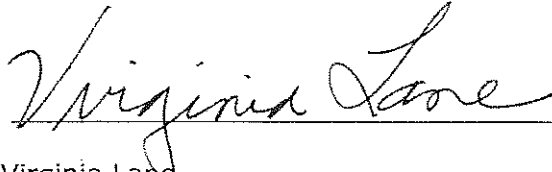
<sup>28</sup> Letter to Virginia, FAA Orlando Airports District Office, from Pam Weller for Miles M. Croom, Assistant Regional Administrator, Habitat Conservation Division, National Oceanic and Atmospheric Administration, National Marine Fisheries Service. Dated: May 17, 2007.

<sup>29</sup> Letter to Ms. Jocelyn Karazsia, National Marine Fisheries Service, from Virginia Lane, FAA Orlando Airport District Office, Re: Fort Lauderdale-Hollywood International Airport (FLL) Draft Environmental Impact Statement (Draft EIS), Essential Fish Habitat (EFH) Assessment Additional Information. Dated: February 5, 2008.

<sup>30</sup> *Direct, Secondary, and Cumulative Effects on Essential Fish Habitat, Proposed Expansion of Runway 9R-27L Fort Lauderdale-Hollywood International Airport Environmental Impact Statement*. U.S. Department of Transportation, Federal Aviation Administration. Prepared for National Marine Fisheries Service. Dated: February 5, 2008. Provided in Appendix M.1 of this EIS.

## Approval Declaration

Submitted by Responsible Federal Official:

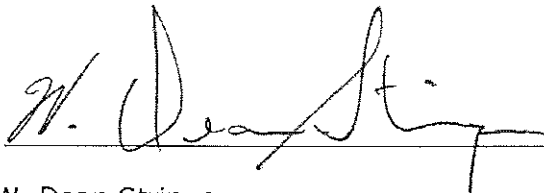


Virginia Lane  
Environmental Program Specialist  
Orlando Airports District Office  
Southern Region

6/17/08

Date

After careful and thorough consideration of the facts contained herein and following consideration of the views of those Federal agencies having jurisdiction by law or special expertise with respect to the environmental impacts described, the undersigned finds that the proposed Federal Action are consistent with existing national environmental policies and objectives as set forth in Section 101(a) of the National Environmental Policy Act of 1969.



W. Dean Stringer  
Manager  
Orlando Airports District Office  
Southern Region

6/17/08

Date

**THIS PAGE INTENTIONALLY LEFT BLANK**







**Table ES-1**  
**SUMMARY OF ALTERNATIVES INCLUDING POTENTIAL ENVIRONMENTAL IMPACTS AND BENEFIT**  
**Fort Lauderdale-Hollywood International Airport**

**FOOTNOTES**

1/ Maximum capacity presents a condition of balanced arrival and departure demand, arrival peak, and departure peak. By comparison, Practical capacity takes into consideration actual demand able to use available runways according to the aircraft types and runway length characteristics of each alternative. The practical capacity is lower than the maximum capacity for those alternatives that have shorter runways.

2/ VFR: Visual Flight Rules - Rules and procedures specified in Federal Aviation Regulations Part 91 for aircraft operations under visual conditions (i.e. "good" weather).

3/ IFR: Instrument Flight Rules - Rules and procedures specified in Federal Aviation Regulations Part 91 for aircraft operations during flight in Instrument Meteorological Conditions (i.e. "poor" weather).

Average minutes of delay per operation was computed using a queue modeling methodology. Demand, defined in terms of counts of arrivals and departures in five-minute intervals, was modeled against the estimated capacity of each alternative in good (VFR), and poor (IFR) weather conditions. Both east and west operating flows were analyzed.

4/ Benefit over No-Action was computed by subtracting each alternative's delay from the delay resulting from the No Action Alternative.

5/ Alternatives D1 and D2 would not be fully operational by 2012. In 2012 the noise impacts for Alternative D1 would be the same as Alternative B1b; and for Alternative D2 the noise impacts would be the same as Alternative B4.

6/ The estimated land acquisition includes the full acquisition of the Hilton (former Wyndham) Hotel and the Dania Boat Sales. It does not consider the potential acquisition of the marina.

7/ This analysis quantifies the annual costs and benefits of each alternative through the year 2030. The net present value of costs and benefits was calculated and is expressed in 2007 dollars. Net present value of costs yields a benefit/cost ratio that can be used to compare the relative benefit of each alternative. A ratio greater than one (1.0) indicates that the benefits yielded by the project outweigh the costs of developing the project. A ratio of 2.0, for example, indicates that the benefits are twice as large as the costs. The higher the ratio, the greater the benefits provided by the project.

8/ Ratio for 2006 - 2020 evaluation period indicates the project's ability to provide a positive return on investment over a shorter period of time (from the end of construction to 2020) while the 2030 ratio (evaluation period of 2006 - 2030) represents the benefits accrued over the life of the project (from the end of construction to 2030). These ratios provide a comparison of projects that differ significantly in terms of cost, time to be fully implemented, benefits in the near term, and ability to deliver benefits in the long term.

9/ NAAQS: National Ambient Air Quality Standards, established by the U.S. Environmental Protection Agency

10/ Includes single-family homes, multi-family units, and mobile homes.

11/ Includes schools, churches, nursing homes, and libraries

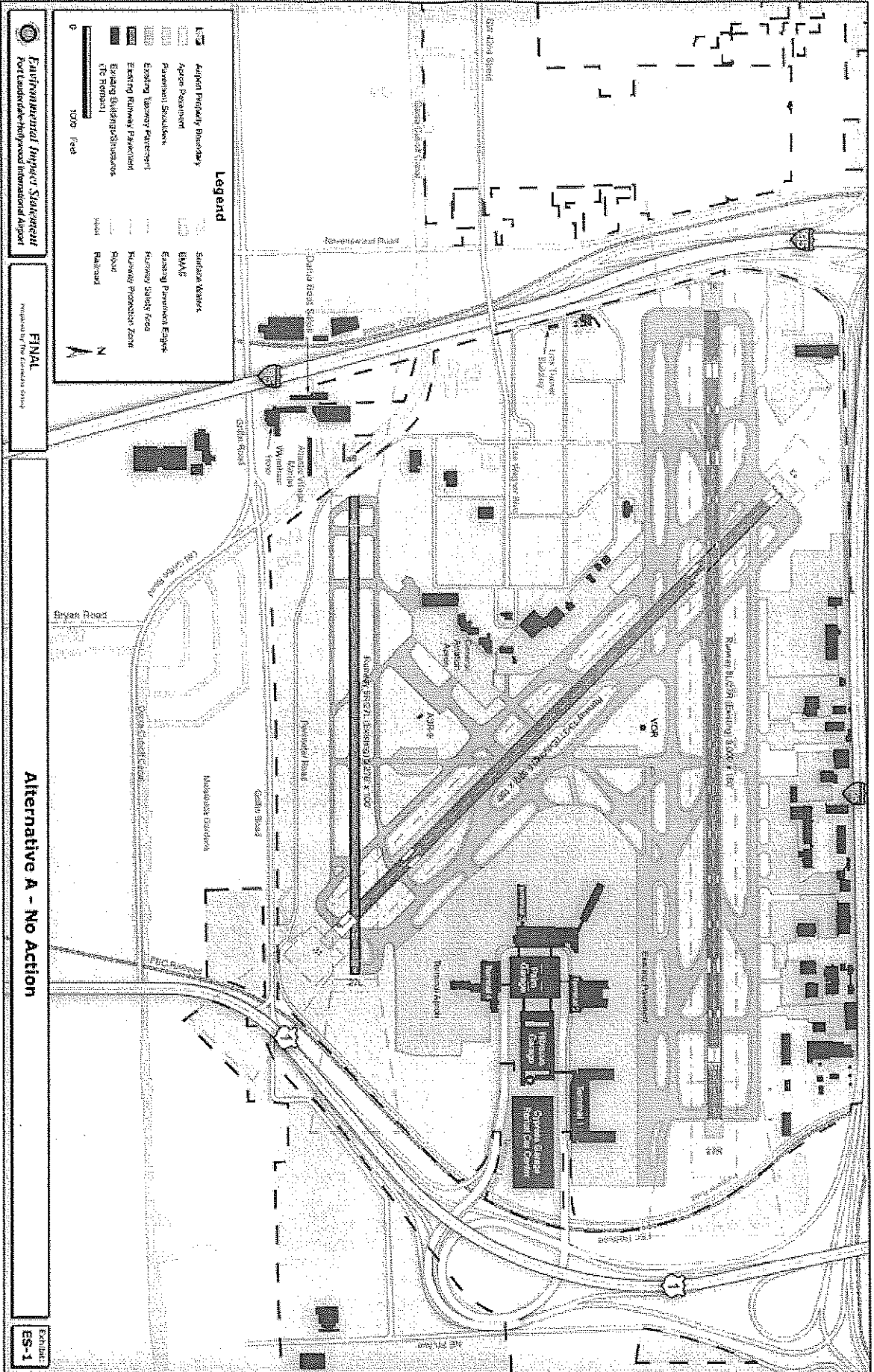
12/ For the 2012 scenario, Alternatives B1b and B1c (the Airport Sponsor's Proposed Project) represent the same condition with the exception that Alternative B1c includes implementation of Broward County Aviation Department's existing voluntary noise abatement program. All other alternatives represent unabated operating conditions. By 2020, the County's existing voluntary noise abatement program would no longer be in effect. The FAA's proposal could include operational abatement measures.

13/ For Land Use Compatibility, the runway development alternatives were examined to

14/ FCMP: Florida Coastal Management Program







**Legend**

	Airport Property Boundary		Surface Markers
	Apron Pavement		EASYS
	Pavement Shoulder		Existing Pavement Edge
	Existing Taxiway Pavement		Runway Shoulder
	Existing Runway Pavement		Runway Protection Zone
	Existing Building/Structure		Road
	LTR Remnant		Canal
	Road		Railroad

0 1000 Feet

N

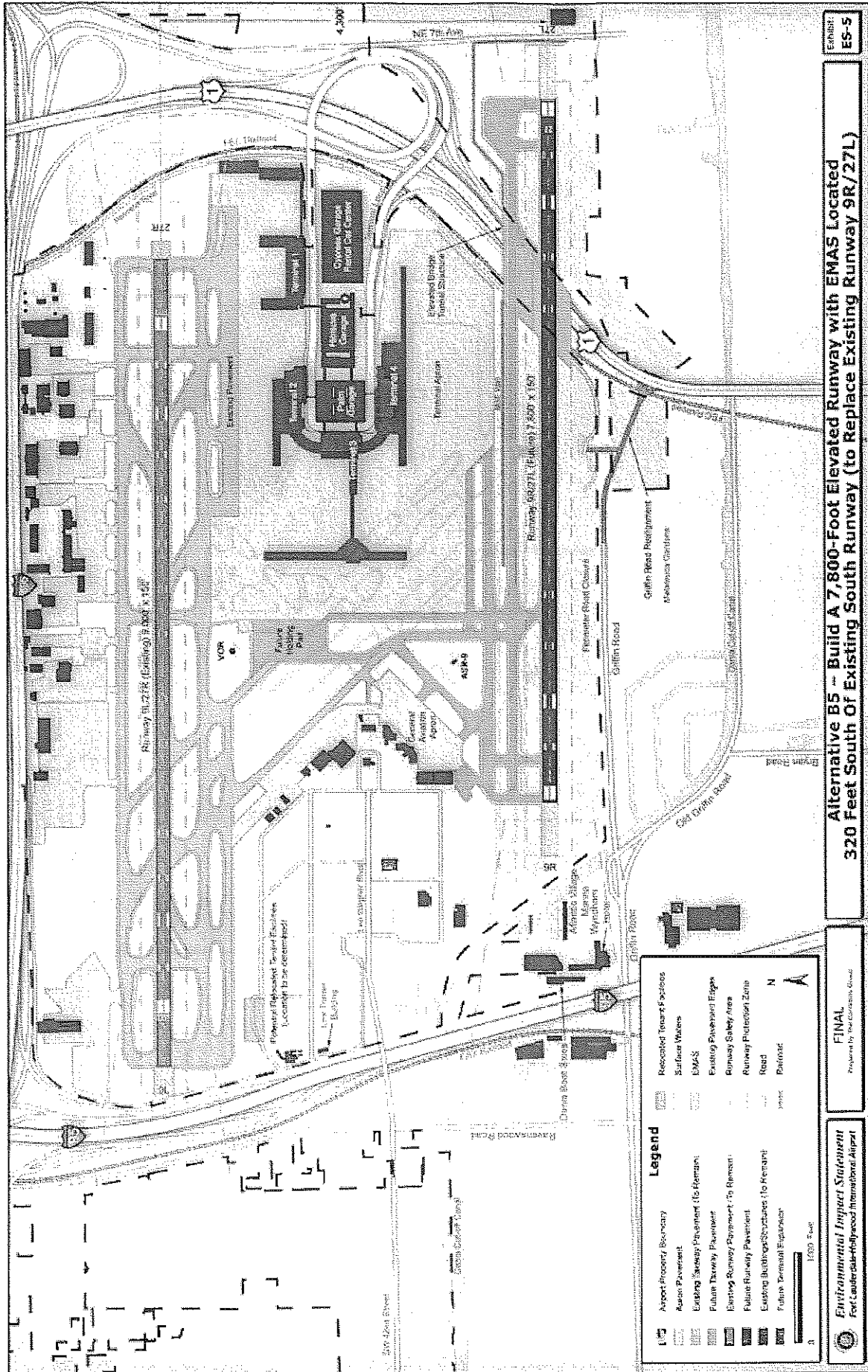
**FINAL**  
Prepared by The American Group

**Alternative A - No Action**

Exhibit  
**ES-1**







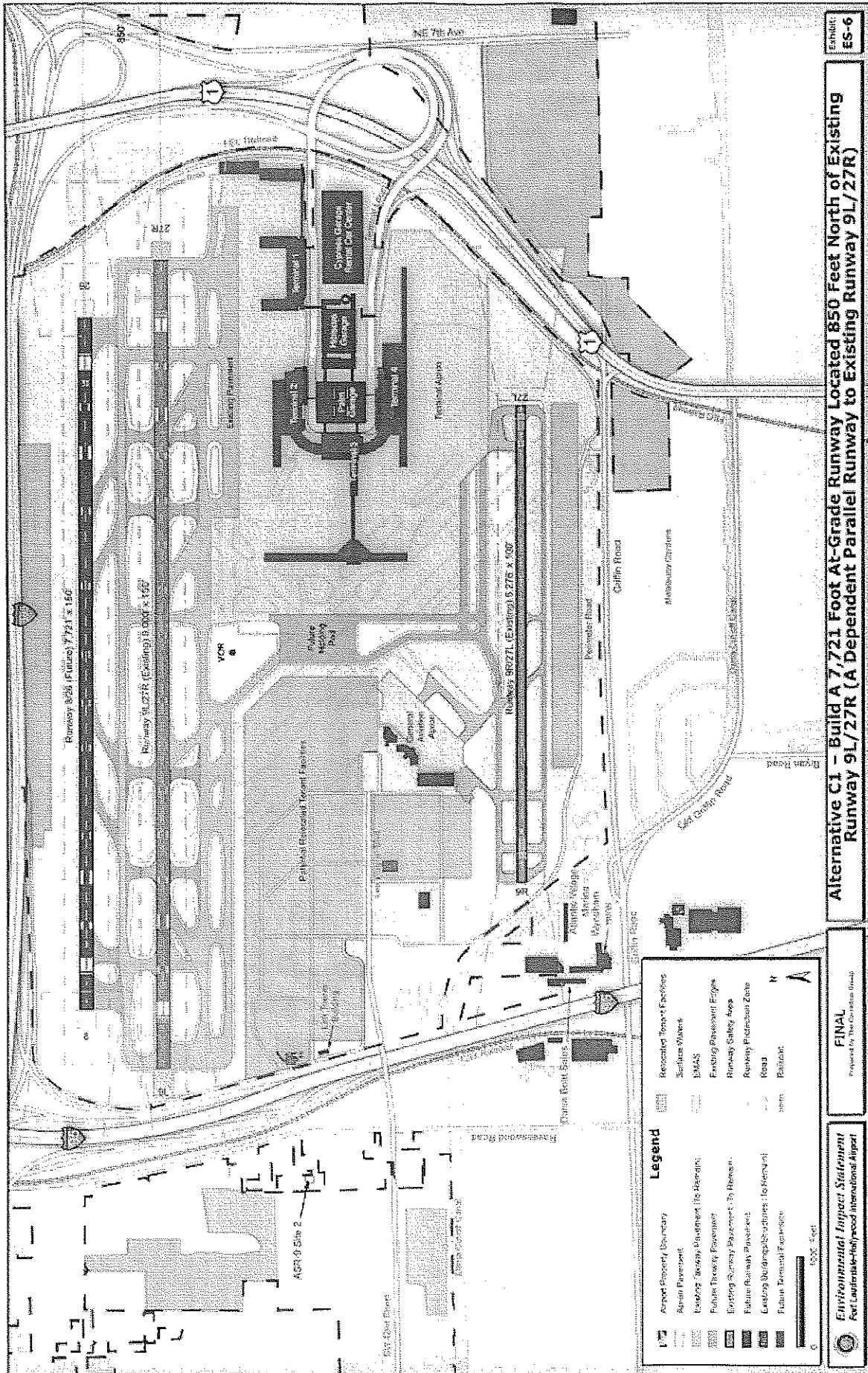


Exhibit  
ES-6

**Alternative C1 - Build A 7,721 Foot At-Grade Runway Located 850 Feet North of Existing Runway 9L/27R (A Dependent Parallel Runway to Existing Runway 9L/27R)**

**Legend**

	Airport Property Boundary		Proposed Terminal Facilities
	Apron Pavement		Surface Waters
	Existing Taxiway Pavement		EMAS
	Public Theory Pavement		Existing Obstruction
	Existing Runway Pavement		Runway Safety Area
	Future Runway Pavement		Runway Protection Zone
	Existing Building/Structure		Road
	Future Terminal Pavement		Railroad

Scale: 0 to 1000 Feet

North Arrow

**FINAL**  
Prepared by The Consultant Group

**Environmental Impact Statement**  
Federal Aviation Administration, International Airport

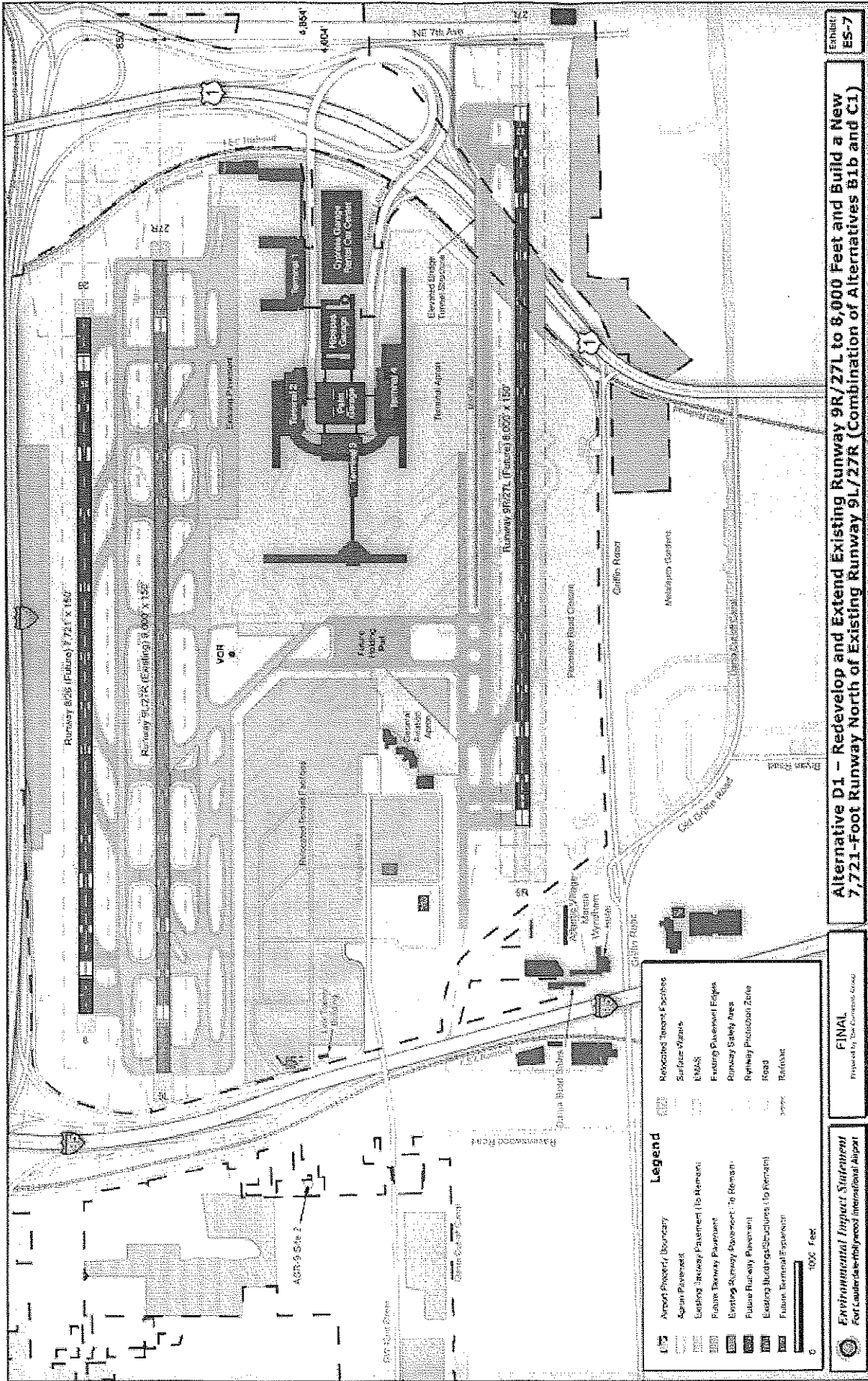


Exhibit  
ES-7

**Alternative D1 - Redevelop and Extend Existing Runway 9R/27L to 8,000 Feet and Build a New 7,721-Foot Runway North of Existing Runway 9L/27R (Combination of Alternatives B1b and C1)**

**Legend**

- Airport Property Boundary
- Asphalt Pavement
- Sealing/Inert Pavement (to Remain)
- Future Runway Pavement
- Existing Runway Pavement (to Remain)
- Sealing/Inert Structures (to Remain)
- Future Terminal Expansion
- Relocated Tower Facilities
- Surface Signs
- EMAS
- Existing Paved Edges
- Runway Safety Area
- Runway Protection Zone
- Road
- Railroad

0 1000 Feet

**FINAL**  
Prepared by The Consultant Group

**Environmental Impact Statement**  
For Lauderdale-Hollywood International Airport



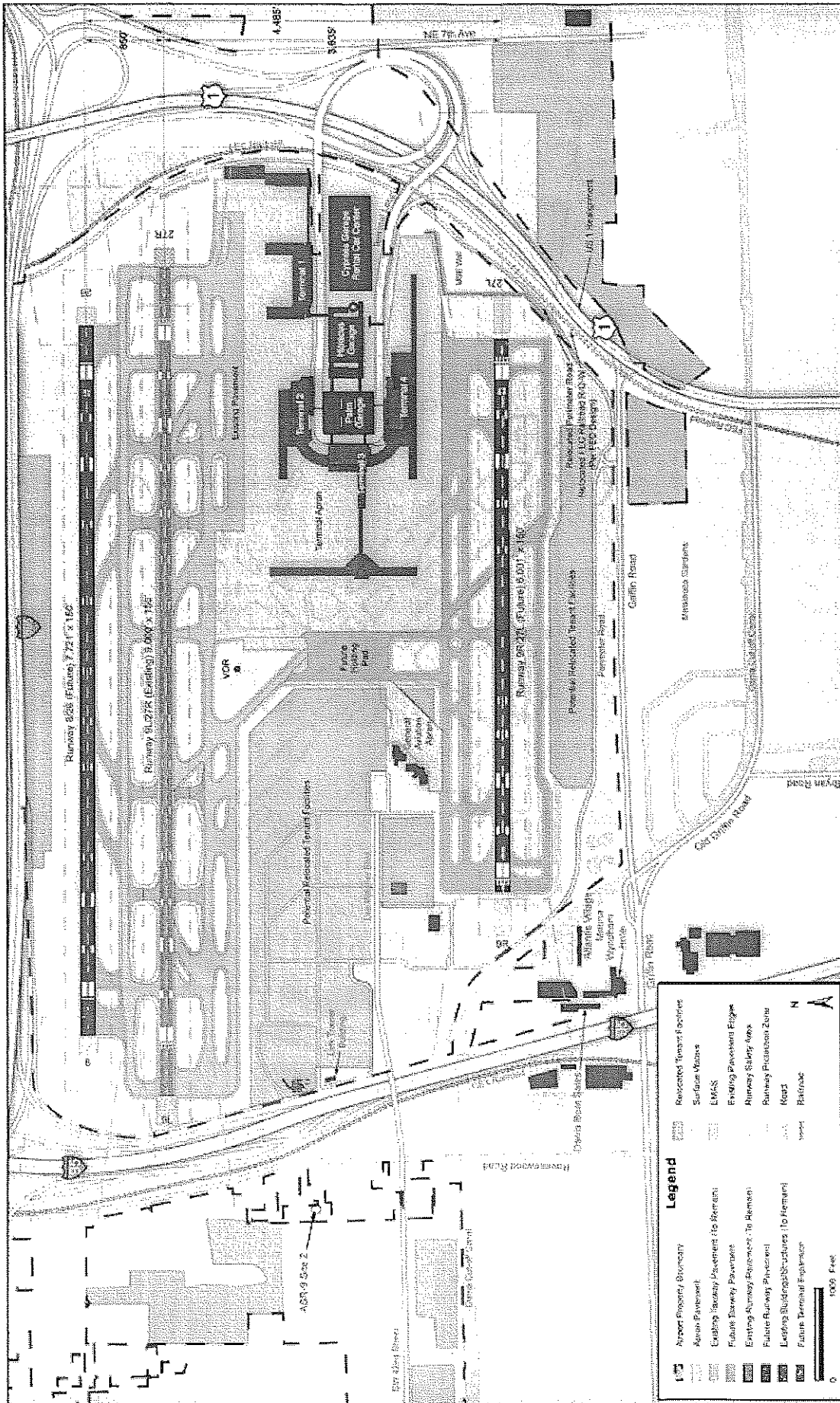


EXHIBIT:  
ES-8

Alternative D2 - Build a New 6,001-Foot at-Grade Runway with EMAS Located 340 Feet North of Existing South Runway and Build a 7,721 Foot At-Grade Runway Located 850 Feet North of Existing Runway 91/27R (Combination of Alternatives B4 and C1)

**Legend**

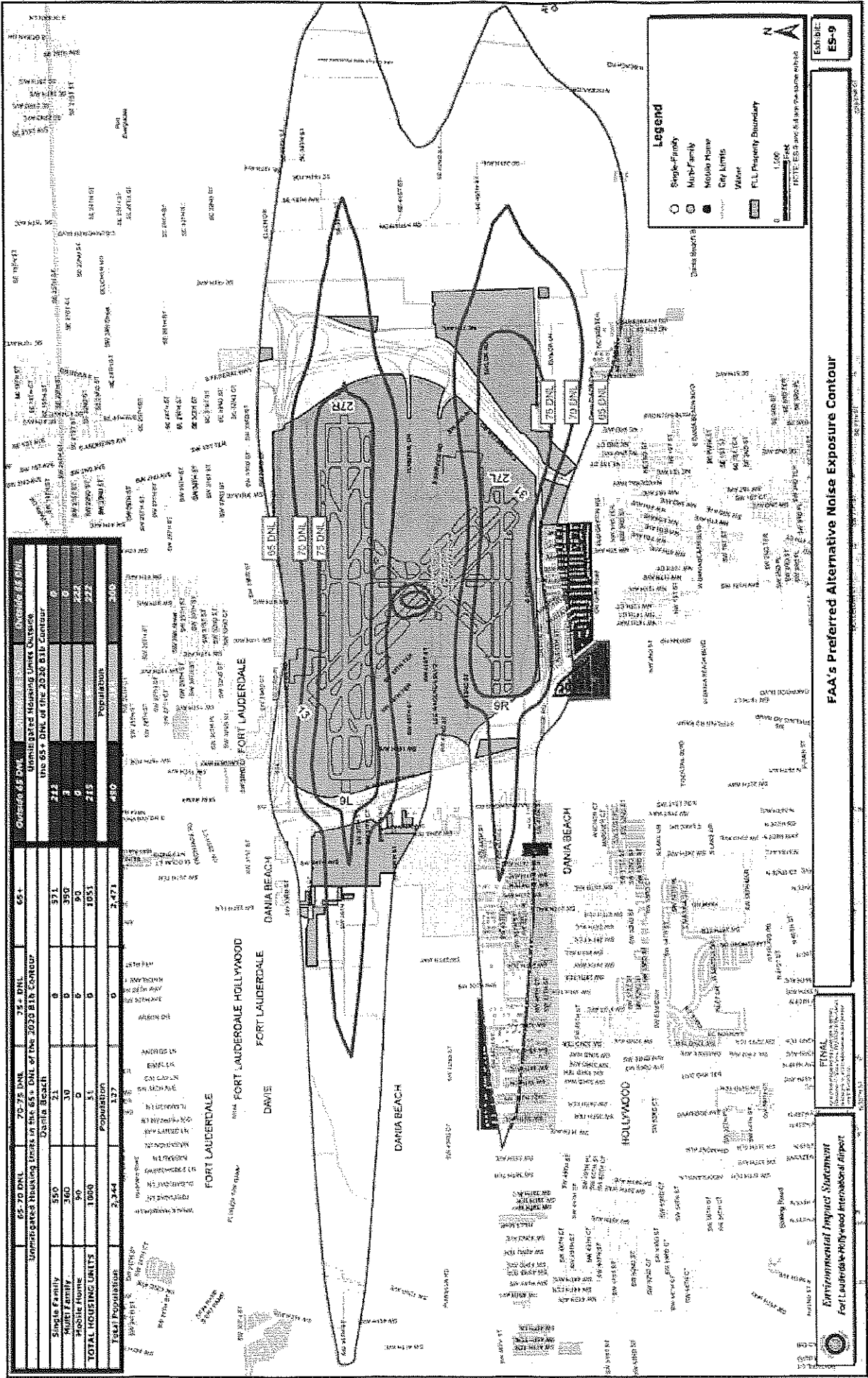
	Airport Property Boundary		Reconstructed Taxiway Facilities
	Aircon Pavement		Surface Waters
	Existing Runway Pavement (to Runway)		EMAS
	Future Runway Pavement		Existing Passenger Flight Runway Safety Area
	Existing Runway Pavement (to Runway)		Runway Protection Zone
	Future Runway Pavement		Road
	Existing Buildings/Structures (to Remain)		Water
	Future Terminal Enclosure		

Scale: 0 to 1000 Feet

North Arrow

**FINAL**  
Prepared by The Consultant Group

**Environmental Impact Statement**  
Fort Lauderdale-Hollywood International Airport



65-70 DNL		70-75 DNL		75+ DNL		65+ DNL	
Lumped Housing Units		Lumped Housing Units		Lumped Housing Units		Lumped Housing Units	
Single Family	550	21	0	371	0	713	0
Multi Family	360	30	0	350	3	713	3
Mobile Home	90	0	0	90	0	224	0
<b>TOTAL HOUSING UNITS</b>	<b>1000</b>	<b>51</b>	<b>0</b>	<b>1051</b>	<b>3</b>	<b>215</b>	<b>3</b>
<b>Total Population</b>		<b>137</b>		<b>3,471</b>		<b>480</b>	

65-70 DNL		70-75 DNL		75+ DNL		65+ DNL	
Lumped Housing Units		Lumped Housing Units		Lumped Housing Units		Lumped Housing Units	
Single Family	550	21	0	371	0	713	0
Multi Family	360	30	0	350	3	713	3
Mobile Home	90	0	0	90	0	224	0
<b>TOTAL HOUSING UNITS</b>	<b>1000</b>	<b>51</b>	<b>0</b>	<b>1051</b>	<b>3</b>	<b>215</b>	<b>3</b>
<b>Total Population</b>		<b>137</b>		<b>3,471</b>		<b>480</b>	

**Legend**

- Single-Family
- Multi-Family
- Mobile Home
- City Limits
- Water
- Full Property Boundary

Scale: 0 to 1000 feet

North Arrow

ES-9

FAA's Preferred Alternative Noise Exposure Contour

FINAL  
Environmental Impact Statement  
Fort Lauderdale-Hollywood International Airport

**U.S. DEPARTMENT OF TRANSPORTATION**

**Federal Aviation Administration  
Southern Region  
Atlanta, Georgia**

***RECORD OF DECISION***

**THE DEVELOPMENT AND EXPANSION OF RUNWAY 9R/27L  
AND OTHER ASSOCIATED AIRPORT PROJECTS  
AT  
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT  
BROWARD COUNTY, FLORIDA**



***December 2008***

**THIS PAGE INTENTIONALLY LEFT BLANK**

## **INTRODUCTION**

This Record of Decision (ROD) provides final agency determination and approvals for certain federal actions by the Federal Aviation Administration (FAA) necessary for the implementation of proposed airport development at the Fort Lauderdale-Hollywood International Airport (FLL) in Broward County, Florida. Broward County, the Airport Sponsor, has proposed airport development at FLL to address existing and forecast aviation demand. A description of the Airport Sponsor's Proposed Action is provided in **Section 1 Description of Airport Sponsor's Proposed Action and Purpose and Need**.

The FAA through independent analyses provided in the *Final Environmental Impact Statement For the Development and Expansion of Runway 9R/27L and Other Associated Airport Projects at Fort Lauderdale-Hollywood International Airport Broward County, Florida*, June 2008, (Final EIS), confirmed that the existing airfield infrastructure at FLL lacks sufficient capacity to accommodate existing and forecast air carrier demand at a level of delay established for FLL.<sup>1,2</sup>

The FAA identified Alternative B1b<sup>3</sup> as its preferred alternative in the Final EIS (see this ROD, **Exhibit 1 FAA's Preferred Alternative (B1b)**). Alternative B1b includes the expansion of existing Runway 9R/27L to an 8,000-foot by 150-foot with Engineered Materials Arresting System (EMAS).<sup>4</sup> The expanded runway extends to the east and would be elevated to 45 feet MSL over the Florida East Coast (FEC) Railway and U.S. Highway 1. In this ROD, the FAA selects its Preferred Alternative (B1b) for approval and implementation at FLL.

---

<sup>1</sup> The acceptable delay threshold used in the EIS is six minutes per operation. See the Final EIS, Chapter Three *Purpose and Need*, Section 3.3.1.3, *Level of Delay*.

<sup>2</sup> The most recent FAA Aviation System Performance Metrics (ASPM) data for FLL indicates that although average annual delay decreased between 2005 and 2006 (from 7.25 to 5.33), it increased in 2007 to 5.80 minutes per operation. In 2007, delays exceeded six minutes per operation in February through April, June through July, and December. During these six months average delay was nearly seven minutes per operation.

<sup>3</sup> Alternative B1b, the FAA's Preferred Alternative (B1b), has the same physical alignment, design and configuration as Alternative B1c, the Airport Sponsor's Proposed Action. However, Alternative B1c considers the implementation of the operational noise abatement actions described in the *County's Airfield Development Program Objective Statement* (October 26, 2004), which would limit the use of Runway 9R/27L in 2012. The FAA will not consider the approval of a runway development project with noise abatement runway use procedures that would limit its capacity in the opening year without a study of alternative noise abatement measures such as required under 14 CFR Part 150. The FAA's Preferred Alternative (B1b) does not include any operational noise abatement actions that would limit the use of Runway 9R/27L.

<sup>4</sup> Engineered Material Arresting System (EMAS) is a "soft ground arresting system" consisting of a crushable cellular cement material installed on the runway overrun in a predetermined bed layout. EMAS provides a reliable and predictable capability to stop an aircraft by crushing under the weight of an aircraft providing deceleration and a safe stop. See FAA Order 5200.9, *Financial Feasibility and Equivalency of Runway Safety Area Improvements and Engineered Material Arresting Systems*.

The FAA's Preferred Alternative (B1b) consists of the following key development actions:

- Expand and elevate Runway 9R/27L to an overall length of 8,000 feet and width of 150 feet with an Engineered Materials Arresting System (EMAS) at both runway ends.
- Construct a new full-length parallel taxiway 75 feet wide on the north side of Runway 9R/27L with separation of 400 feet from Runway 9R/27L.
- Construct an outer dual parallel taxiway that would be separated from the proposed north side parallel taxiway by 276 feet.
- Construct connecting taxiways from the proposed full-length parallel taxiway to existing taxiways.
- Construct an Instrument Landing System (ILS) for landings on Runways 9R and 27L. Runway ends 9R and 27L would have a Category I ILS, which includes a Medium Intensity Approach Light System with runway alignment indicator lights (MALSR), localizer, and glideslope.
- Decommission and permanently close Runway 13/31, the crosswind runway.
- Terminal redevelopment envelope, which would accommodate a 67-77 gate complex and the potential redevelopment of Terminals 2, 3, and 4.

The connected actions associated with the development of the FAA's Preferred Alternative (B1b) are:

- Close Airport Perimeter Road located within the approach to Runway 9R.
- Relocate ASR-9.
- Acquire all, or a portion, of the Hilton Fort Lauderdale Airport Hotel (formerly the Wyndham Fort Lauderdale Airport Hotel).
- Acquire all, or a portion, of the Dania Boat Sales.

The federal actions requested of the FAA are described in detail in **Section 2 Requested Federal Actions and Approvals**. The FAA's reasons for identifying Alternative B1b as its preferred alternative in the Final EIS, required by 40 CFR 1505.2, are summarized in **Section 3.3 FAA's Preferred Alternative (B1b)**. The FAA is selecting and granting approval of an Airport Layout Plan (ALP) for the FAA's Preferred Alternative (B1b). The FAA's reasons for selecting the Preferred Alternative (B1b) are discussed in **Section 3.4 The Selected Alternative**. The mitigation for the Selected Alternative is discussed in **Section 4 Summary of Mitigation Measures**. A summary of the substantive comments received on the Final EIS is provided in **Section 5 Comments on the Final EIS**. The FAA's findings, determinations, and certifications for the selected alternative are described in **Section 6 Findings, Determinations, and Certifications**.

The public and federal, state, and local agencies were provided opportunities to participate in the EIS process and to provide input for FAA consideration in the development of the EIS. Those opportunities for public involvement and agency coordination are described in **Section 7 Public Involvement and Agency Coordination**. The FAA's specific conditions to be followed by the Airport Sponsor

in the development of the FAA's Preferred Alternative (B1b) are located in **Section 8 Conditions of Approval**. The FAA's decision and order approving FAA's federal actions for the project is located in **Section 9 Decision and Order**. Finally, information pertaining to any party seeking to stay the implementation of this ROD is located in **Section 10 Right of Appeal**.

Information in support of the FAA's decision and the EIS analysis and findings is provided in four appendices to this ROD. The comments received on the Final EIS and the FAA's responses to all substantive comments are provided in **Appendix A Comments Received and FAA Responses on the Final EIS**. Copies of the pertinent agency correspondence can be reviewed in **Appendix B Agency Letters: Concurrence, Certifications, Correspondence**.

Typographical errors in the Final EIS have been corrected. The corrected text is provided in **Appendix C Final EIS Errata Documents**. Information that was inadvertently omitted from the Final EIS is provided in **Appendix D Final EIS Addendum Documents**. This consisted of letters from Broward County to the FAA. These letters were listed in the introduction to Appendix C of the Final EIS but inadvertently omitted during printing. The letters were posted on Broward County's web site within one week of publication of the Final EIS, and in addition, the letters were available from the FAA upon request after the EIS was issued.

This ROD completes the FAA's environmental decision-making process, including disclosure and review by the public and the FAA decision maker of the analysis of alternatives and environmental impacts described in the Final EIS. This ROD has been prepared and issued by the FAA in compliance with the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. Section 4321, et seq.], the implementing regulations of the Council on Environmental Quality (CEQ) [40 CFR Parts 1500-1508] and FAA directives [Order 1050.1E and Order 5050.4B].

The ROD is also used to demonstrate and document the FAA's compliance with the procedural and substantive requirements of environmental, programmatic, and related statutes and regulations that apply to FAA decisions and actions on proposed airport projects.

It is the policy of the United States to undertake projects to increase airport capacity to the maximum feasible extent and further for major projects to protect and enhance natural resources and the quality of the environment.<sup>5</sup> In *Vision 100 Century of Aviation Reauthorization Act Public Law 108-176*, the U.S. Congress stressed the importance of airports to the economy and the priority of capacity projects to ease congestion, and the need to assess environmental impacts associated with these projects.<sup>6</sup> Congress directs the FAA as part of its overall air commerce missions to encourage the construction of capacity projects at congested airports. Vision 100 required the Secretary of Transportation to implement a process for expedited and coordinated environmental reviews for airport capacity enhancement projects at congested airports and for safety and security projects.

<sup>5</sup> 49 U.S.C. §47101(a)(6), (7), Policies.

<sup>6</sup> 49 U.S.C. §47171 et seq.

FLL is a congested airport and therefore this EIS is subject to the environmental streamlining provisions of the *Vision 100 Act*.<sup>7</sup>

The FAA coordinated with Federal, state, local, and tribal entities throughout the EIS process, including the U.S. Environmental Protection Agency (EPA), U.S. Army Corps of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), the National Marine Fisheries Service (NMFS), the Advisory Council on Historic Preservation (ACHP), the Florida Department of Environmental Protection (FDEP), the Florida Division of Historic Resources, the Florida Department of Transportation (FDOT), Broward County (Airport Sponsor), and local municipalities. The FAA also coordinated with the general public to identify and evaluate key issues associated with the proposed action. Section 7 *Public Involvement and Agency Coordination* describes in detail the FAA's coordination with the public and federal, state, and local agencies.

Federal, state, local agencies, public individuals, and public organizations, submitted comments on the Draft Environmental Impact Statement (Draft EIS) published in March 2007. The FAA provided responses to those comments in the Final EIS, published in June 2008. The FAA solicited comments on the Final EIS which identified a preferred alternative differing from the Airport Sponsor's Proposed Action.<sup>8</sup> FAA responses to comments on the Final EIS are included in this ROD in Appendix A, *Comments Received and FAA Responses on the Final EIS*.

The FAA is responsible for the preparation and content of the Draft and Final EIS and this ROD. In developing the EIS, the FAA relied on certain information prepared by outside sources as permitted by 40 CFR §1506.5. In keeping with its oversight responsibility, the FAA consistently exercised control over the scope, content, and development of the EIS. The FAA selected a Third Party Contractor (TPC) to assist in the preparation of the EIS per the guidance contained in 40 CFR § 1506.5(c).

The FAA used its own resources, as well as the resources of the TPC, to independently evaluate any environmental information and other submissions provided by Broward County (the Airport Sponsor) or other entities.

The degree of supervision that the FAA exercised over the TPC, and its participation in the preparation of the EIS, fully maintained the integrity and objectivity of the EIS and ROD.

---

<sup>7</sup> FAA interprets the definition of congested airport in 49 U.S.C. §47175(2) to include airports like FLL that are listed in FAA's Airport Capacity Benchmark Report of 2004.

<sup>8</sup> The Airport Sponsor's Proposed Action, Alternative B1c, has the same physical alignment, design and configuration as the FAA's Preferred Alternative (B1b). However, Alternative B1c considers the implementation of the operational noise abatement actions referenced in the *County's Airfield Development Program Objective Statement* (October 26, 2004) and specifically described in a memorandum to the FAA in August 2006. These operational noise abatement actions would limit the capacity of Runway 9R/27L in 2012. Broward County has interpreted that the operational noise abatement actions would no longer be in place by 2020.



## **BACKGROUND**

On January 19, 2005 the FAA issued a Notice of Intent to prepare an Environmental Impact Statement for proposed improvements at the Fort Lauderdale-Hollywood International Airport.<sup>9</sup> In accordance with FAA Orders 1050.1E and 5050.4B, and CEQ Regulations 40 CFR 1501.7, agency and public scoping meetings were conducted on February 23, 2005.

A public information workshop was conducted as part of the process of completing the Draft EIS to receive comments from the public, review agencies, and other interested parties on February 2, 2006.

In addition to the public information workshop, other public venues were offered at key project milestones for the general public to meet with the FAA to discuss issues important to them. These venues included Project Focus Group meetings and District-Wide Briefings. The Project Focus Groups consisted of small meetings with representatives of community and homeowner association's surrounding the airport. The Broward County Board of County Commissioners asked the FAA to replace the third round of Focus Group Meetings with three District-wide Briefings to provide a larger venue for public participation.

The FAA issued the Draft EIS for public review and comment on March 30, 2007. The agency held a public information workshop and hearing on May 1, 2007 at the Fort Lauderdale Hollywood Convention Center. In addition to notices in the *Federal Register (FR)* of the availability of the Draft EIS and public information workshop and hearing, notices were also published in the Sun Sentinel on April 15, 22, and 29, (2007); Broward Herald on April 15, 22, and 29, (2007); and El Heraldo on April 16, 2007. Over 600 people combined attended the public information workshop and hearing.

---

<sup>9</sup> The Airport Sponsor's proposed redevelopment of Runway 9R/27L was originally proposed in the *FLL 1994 Airport Master Plan Update*. The Federal environmental process, under the National Environmental Policy Act of 1969 (NEPA), was originally initiated by the FAA for this project in 1996. Since that time, three NEPA documents were published. All FAA NEPA processes ceased in 2003 to allow Broward County to conduct additional planning studies for the expansion of the runway and associated projects. These additional studies resulted in a new proposal by the Sponsor for runway expansion at FLL. All previous EIS documents were terminated and the associated processes were discontinued when the EIS process was reinitiated by the issuance, in January 2005, of the FAA Notice of Intent (NOI) to prepare an EIS and to conduct agency and public scoping. The Draft EIS published in March 2007 and the Final EIS published June 2008 are the result of the FAA NEPA process begun in January 2005.

On June 5, 2007, the Broward County Board of County Commissioners sponsored a separate public hearing on the Draft EIS. More than 1,300 people attended. The Mayor of Broward County, on behalf of the Broward County Board of County Commissioners notified the FAA that Alternative B1c was the County's Preferred Alternative.<sup>10</sup>

Comments were received on the Draft EIS from federal, state, and local agencies as well as members of the public. The FAA reviewed and prepared responses to all substantive comments received on the Draft EIS.

The FAA published the Notice of Availability for the Final EIS in the *FR* on June 27, 2008. The Final EIS identified the FAA's Preferred Alternative and proposed mitigation for noise and land use, which had not previously been disclosed in the Draft EIS. A 30-day comment period on the Final EIS closed on July 28, 2008. Late-filed comments were considered by the FAA to the extent practicable. The FAA reviewed and prepared responses to all substantive comments received on the Final EIS, which are included with this ROD (*see Appendix A, Comments Received and FAA Responses on the Final EIS*). No comments were received on the Final EIS that warranted further evaluation or analysis of the proposed action or alternatives.

## **ROD AVAILABILITY**

Paper copies and CD copies of this ROD are available for review at various libraries in Broward County, the FAA Headquarters Office in Washington, D.C. and its Southern Regional Office in College Park, Georgia and Airports District Office in Orlando, Florida and at the administrative offices of the City of Cooper City, City of Dania Beach, City of Fort-Lauderdale, City of Hollywood, City of Lauderdale, City of Pembroke Pines, City of Plantation, City of Sunrise, and the Town of Davie, as well as the Fort Lauderdale-Hollywood International Airport. The addresses for these locations are provided in the Final EIS, in *Chapter Nine*.

The Final EIS is available on Broward County's website at:

[http://www.broward.org/airport/community\\_airportexpansion.htm](http://www.broward.org/airport/community_airportexpansion.htm)

This ROD is available on the FAA's web site at:

[www.faa.gov/airports\\_airtraffic/airports/environmental/records\\_decision/](http://www.faa.gov/airports_airtraffic/airports/environmental/records_decision/)

## **WHAT SHOULD YOU DO?**

You should read this ROD to understand the actions that the FAA and the Airport Sponsor will take in order to implement the proposed development and expansion of Runway 9R/27L and associated projects at the Fort Lauderdale-Hollywood International Airport in Broward County, Florida.

---

<sup>10</sup> Letter from Josephus Eggelletion, Mayor Broward County Florida, to Bart Vernace, Assistant Manager, FAA Orlando Airports District Office, RE: Broward County (Sponsor) Preferred Runway Alternative. Dated: August 10, 2007.

## **WHAT HAPPENS AFTER THIS?**

The Airport Sponsor may proceed with the actions to implement the proposed project, as approved, and the FAA may proceed with processing applications for Federal grant-in-aid funding.

**THIS PAGE INTENTIONALLY LEFT BLANK**

**TABLE OF CONTENTS**

<b><u>SECTIONS</u></b>	<b><u>Page</u></b>
<b>INTRODUCTION – BACKGROUND – ROD AVAILABILITY .....</b>	<b>i</b>
<b>1. Description of Airport Sponsor’s Proposed Action and Purpose and Need .....</b>	<b>1</b>
<b>2. Requested Federal Actions and Approvals .....</b>	<b>7</b>
<b>3. Summary of Alternatives Considered .....</b>	<b>11</b>
3.1 The Environmentally Preferred Alternative.....	35
3.2 The Proposed Action .....	36
3.3 The Preferred Alternative.....	37
3.4 The Selected Alternative.....	51
<b>4. Summary of Mitigation Measures .....</b>	<b>55</b>
4.1 Noise and Compatible Land Use.....	55
4.2 Recommended Mitigation for Incompatible Land Use.....	56
4.3 Identification of Incompatible Land Use within 65+ DNL.....	61
4.4 Identification Of Wetlands And Consideration Of Executive Order 11990, Protection Of Wetlands.....	62
<b>5. Comments on the Final EIS .....</b>	<b>69</b>
<b>6. Findings, Determinations, and Certifications .....</b>	<b>71</b>
6.1 Compliance with Laws, Regulations, and Executive Orders.....	71
6.2 Determinations Under 49 U.S.C. Sections 47106 and 47107 .....	78
<b>7. Public Involvement and Agency Coordination .....</b>	<b>85</b>
7.1 Public Involvement .....	85
7.2 Agency Coordination .....	86
<b>8. Conditions of Approval .....</b>	<b>89</b>
8.1 Funding Considerations .....	89
8.2 Implementation Of Mitigation .....	89
<b>9. Decision and Orders .....</b>	<b>91</b>
<b>10. Right of Appeal .....</b>	<b>93</b>

**APPENDICES**

- A Comments Received and FAA Responses on the Final EIS**
- B Agency Letters: Concurrence, Certifications, Correspondence**
- C Final EIS Errata Documents**
- D Final EIS Addendum Documents**

**TABLES**

<b>Table 1</b>	<b>Hourly Capacity Estimates – Total Airfield .....</b>	<b>15</b>
<b>Table 2</b>	<b>Summary of Alternatives – Net Benefit Analysis .....</b>	<b>21</b>
<b>Table 3</b>	<b>Summary of Alternatives – Environmental and Cumulative Impacts .....</b>	<b>23</b>
<b>Table 4</b>	<b>Incompatible Land Use – 2020 FAA’s Preferred Alternative (B1b) .....</b>	<b>55</b>

**EXHIBITS**

<b>Exhibit 1</b>	<b>FAA’s Preferred Alternative (B1b) .....</b>	<b>95</b>
<b>Exhibit 2</b>	<b>FAA’s Preferred Alternative (B1b) Noise Exposure Contour ....</b>	<b>97</b>
<b>Exhibit 3</b>	<b>FAA’s Preferred Alternative (B1b) – West of FLL .....</b>	<b>99</b>
<b>Exhibit 4</b>	<b>FAA’s Preferred Alternative (B1b) – South of FLL .....</b>	<b>101</b>

## **1. DESCRIPTION OF THE AIRPORT SPONSOR'S PROPOSED ACTION AND PURPOSE AND NEED**

This section describes the airport sponsor's proposed action, why the proposal is necessary, and the action's location and information on when the action would occur.

**AIRPORT SPONSOR'S PROPOSED ACTION:** The Proposed Action includes the redevelopment and extension of Runway 9R/27L to an 8,000-foot by 150-foot elevated runway with EMAS, and associated projects, which are described in the Final EIS, Chapter Two, *The Proposal*, Section 2.0 *Airport Sponsor's Proposed Project*.

The Proposed Action consists of the following key development actions:

- Expand Runway 9R/27L to an overall length of 8,000 feet and width of 150 feet with an Engineered Materials Arresting System (EMAS) at both runway ends. The runway extends to the east without encroaching onto NE 7th Avenue and would be elevated over the Florida East Coast (FEC) Railway and U.S. Highway 1; the western extent of the runway is the Dania Cut-Off Canal.
- Construct a new full-length parallel taxiway 75 feet wide on the north side of Runway 9R/27L with separation of 400 feet from 9R/27L.
- Construct an outer dual parallel taxiway that would be separated from the proposed north side parallel taxiway by 276 feet.
- Construct connecting taxiways from the proposed full-length parallel taxiway to existing taxiways.
- Construct an Instrument Landing System (ILS) for landings on Runways 9R and 27L. Runway ends 9R and 27L would have a Category I ILS, which includes a Medium Intensity Approach Light System with runway alignment indicator lights (MALSR), localizer, and glideslope.
- Decommission Runway 13/31. Due to the increased elevation of Runway 9R/27L at its intersection with Runway 13/31, Runway 13/31 would be closed permanently.
- Terminal Redevelopment Envelope. The terminal redevelopment envelope can accommodate a total of 67 to 77 gates and would accommodate the FAA-forecast levels of passenger-related activity through 2020. For the EIS analysis, Option 2B<sup>11</sup> of the FLL Master Plan Update Phase 1 was used as a representative layout of a 67 to 77 gate complex. The terminal redevelopment envelope accommodates the potential redevelopment of Terminals 2, 3, and 4 including aircraft parking positions, taxilanes, and remote parking positions. (The terminal redevelopment envelope is depicted on Exhibit D.2-3 and D.2-10 in the Final EIS Appendix D.2, *Terminal Gate Verification*.)

<sup>11</sup> Leigh Fisher Associates (now known as Jacobs Consultancy) report dated January 2006, *Master Plan Update—Phase I, Draft Final Summary Report. Development Option 2B*, Figure 6-24, Figure 6-25 and pp. 6-18 to 6-23.

During project design, the Airport Sponsor will consider the refinement of the airfield and terminal area elements that include the design, location, and number of taxiway exits, aircraft holding pads, and runway access areas.

The connected actions associated with the development of the Proposed Action are:

- Close Airport Perimeter Road located within the approach to Runway 9R
- Relocate Airport Surveillance Radar (ASR-9)
- Acquire all, or a portion, of the Hilton Fort Lauderdale Airport Hotel (formerly the Wyndham Fort Lauderdale Airport Hotel)
- Acquire all, or a portion, of the Dania Boat Sales

The Airport Sponsor's Proposed Action, Alternative B1c, has the same physical alignment, design and configuration as the FAA's Preferred Alternative (B1b). However, Alternative B1c considers the implementation of the operational noise abatement actions referenced in the *County's Airfield Development Program Objective Statement* (October 26, 2004) and specifically described in a memorandum to the FAA in August 2006.<sup>12</sup> These operational noise abatement actions would limit the capacity of Runway 9R/27L in 2012. Broward County has interpreted that the operational noise abatement actions would no longer be in place by 2020.<sup>13</sup>

The FAA will not consider the approval of a runway development project with noise abatement runway use procedures that would limit its capacity in the opening year without a study of alternative noise measures such as required under 14 CFR Part 150, Airport Noise Compatibility Planning. Broward County may recommend such noise operational noise abatement measures for Alternative B1b as part of an updates to its Part 150 airport noise compatibility program.

**WHY THE PROPOSAL IS NECESSARY:** Under 49 USC 47101(a)(7), the FAA is charged with carrying out a policy ensuring "that airport construction and improvement projects that increase the capacity of facilities to accommodate passenger and cargo traffic be undertaken to the maximum feasible extent so that safety and efficiency increase and delays decrease."<sup>14</sup>

---

<sup>12</sup> Memorandum from Max Wolfe/Eric Bernhardt, Leigh Fisher Associates (now Jacobs Consultancy), to Virginia Lane, AICP, Environmental Specialist, Federal Aviation Administration. Subject: Sponsor's Proposed Project Operational Assumptions. Dated: August 22, 2006/Revised: August 24, 2006.

<sup>13</sup> The FAA's review of this memorandum and the analysis referenced in this memorandum indicates that Broward County has interpreted that the operational noise abatement actions would no longer be in place in order to maintain acceptable levels of delay as defined by Broward County. Memorandum from Max Wolfe/Eric Bernhardt, Leigh Fisher Associates (now Jacobs Consultancy), to Virginia Lane, AICP, Environmental Specialist, Federal Aviation Administration. Subject: Sponsor's Proposed Project Operational Assumptions. Dated: August 22, 2006/Revised: August 24, 2006.

<sup>14</sup> 49 U.S.C. 47101(a)(7). Title 49 Transportation. SUBTITLE VII—AVIATION PROGRAMS PART B—AIRPORT DEVELOPMENT AND NOISE CHAPTER 471—AIRPORT DEVELOPMENT SUBCHAPTER I—AIRPORT IMPROVEMENT § 47101.



The National Plan of Integrated Airport Systems (NPIAS) supports this policy and underscores the FAA goals identified in the *Flight Plan (2004-2008)*<sup>15</sup> for safety and capacity. The most recent NPIAS (2007-2011)<sup>16</sup> report was prepared in accordance with 49 USC Section 47103 and provided to Congress in September 2006. FLL is identified as a large hub in the NPIAS. Large hubs are those airports that each account for at least one percent of total U.S. passenger enplanements<sup>17</sup>. The nation's air traffic delay problems tend to be concentrated at the 30 large hub airports where the average delay per aircraft operation was six minutes in 2004. These 30 large hub airports plus five of the busiest medium hub airports are included in FAA's 10-year plan to increase the capacity and efficiency of the national airspace system, known as the Operational Evolution Plan (OEP).

The U.S. Congress stressed the importance of airports to the economy and required the FAA to implement a process for expedited and coordinated environmental reviews for airport capacity enhancement projects at congested airports and for safety and security projects under *Vision 100 Century of Aviation Reauthorization Act Public Law 108-176*. FLL is a congested airport within the meaning of Vision 100.<sup>18</sup>

More recently, in a report entitled *Capacity Needs in the National Airspace System 2007-2025*, the FAA determined that FLL would need additional capacity within the 2007 timeframe.<sup>19</sup>

The FLL forecast provided in the FAA Terminal Area Forecast (TAF)<sup>20</sup> projects that operations will continue to increase. The projected continued growth will result in a continued shortage of capacity at FLL and increasing levels of delay. A more detailed discussion of capacity and delay at FLL is provided in the Final EIS in Chapter Three, *Purpose and Need*, Section 3.2 *Problem Statement* and Section 3.3 *Need for the Project*.

The FAA received a number of comments on the Final EIS regarding the potential effect of increasing fuel costs on operations at FLL and the reduction in operations nationwide announced by a number of airlines in early 2008. The comments

<sup>15</sup> *FAA Flight Plan 2004-2008*. Internet web site: [http://www.faa.gov/apo/strategicplan/FAA\\_Flight\\_Plan.pdf#search=%22Flight%20Plan%20\(2004-2008\)%20for%20safety%20and%20capacity%22](http://www.faa.gov/apo/strategicplan/FAA_Flight_Plan.pdf#search=%22Flight%20Plan%20(2004-2008)%20for%20safety%20and%20capacity%22)

<sup>16</sup> *FAA National Plan of Integrated Airport Systems (NPIAS) (2007-2011)*, submitted to the U.S. Congress September 2006; October 2006. Internet web site: [http://www.faa.gov/airports\\_airtraffic/airports/planning\\_capacity/npias/reports/index.cfm](http://www.faa.gov/airports_airtraffic/airports/planning_capacity/npias/reports/index.cfm)

<sup>17</sup> FAA's use of the term hub airport is somewhat different than that of airlines, which use it to denote an airport with significant connecting traffic by one or more carriers. The hub categories used by FAA are defined in Section 40102 of Title 49 of the United States Code (2004).

<sup>18</sup> The FAA interprets 49 U.S.C. §47175(2) to refer to *FAA's Airport Capacity Benchmark Reports of 2001 and 2004*.

<sup>19</sup> *Capacity Needs in the National Airspace System 2007-2025, An Analysis of Airport and Metropolitan Demands and Operational Capacity in the Future*. Federal Aviation Administration. Table E1. May 2007.

<sup>20</sup> The 2006 FAA Terminal Area Forecast (TAF) for FLL was used in the EIS analysis. The FAA reviewed the 2007 FAA TAF (when it was published in December 2007) to determine the variance between the 2006 TAF and 2007 TAF projections for FLL. The FAA determined the variance in projected operations was within the FAA's standard for determining projected forecast consistency (within 10 percent (+/-) for the five-year projection; and within 15 percent (+/-) for the 10-year and beyond forecast projections). See the Final EIS, Chapter Three, Section 3.3.1.1 *Projected Operational Demand*.

questioned the FAA's reliance on 2006 operations that did not represent airline changes in response to the fuel cost increase. However, although the price of fuel and economic fluctuations can affect an airport's operations, these variables have been taken into account by the FAA in the FLL TAF.

The FAA's TAF is updated annually. In the TAF for FLL, the near term forecast of operations<sup>21</sup> is based, in part, on the future schedules of the airlines serving the airport. Airline schedules include anticipated changes in the market such as reductions in operations in response to increased fuel costs. The long term estimates of domestic enplanements are forecast as a function of real yield at the airport<sup>22</sup> and employment in the metropolitan area. These enplanement forecasts in turn are translated into operation forecasts using assumptions for average seats per aircraft and load factor. The long term forecasts are not significantly influenced by the short term changes in the price of fuel, rather they are more influenced by regional and national economic and employment indicators.

The FAA is currently preparing the 2008 TAF. Based upon the preliminary 2008 TAF<sup>23</sup> for FLL a comparison with the 2006 TAF used in the EIS analysis indicates that the difference in projected operations between the 2006 TAF and the preliminary 2008 TAF for 2012 and 2020 is within an acceptable range.<sup>24</sup> The 2008 TAF is anticipated to be published by the FAA in late 2008 or early 2009. In the event that the 2008 TAF forecasted operations, when published, are significantly different from the forecast used in the EIS, the FAA will complete any appropriate additional environmental review.

By examining the analysis of capacity and delay issues at FLL, the FAA would fulfill its statutory responsibilities to administer the National Airspace System. The FAA through the independent analyses provided in the EIS, determined that the existing airfield infrastructure at FLL lacks sufficient capacity<sup>25</sup> to accommodate existing and forecast air carrier demand at a level of delay established for FLL in the EIS.<sup>26,27</sup>

The purpose of the proposed action is to provide sufficient capacity for existing and forecast demand at FLL with an acceptable level of delay. The FAA considered the deficiencies at FLL, as discussed in the Final EIS, Chapter Three *Purpose and Need*, Section 3.2 *Problem Statement*, and their impact on the FAA's purpose of

<sup>21</sup> Near term would be within a one to two year time frame. Long term would be beyond the two year time frame.

<sup>22</sup> Yield is the average amount of revenue the airline would receive per revenue passenger mile. Yield is derived by dividing total passenger revenue by total revenue passenger miles. Real yield means that the dollar amounts have been adjusted to take out inflation over time.

<sup>23</sup> Preliminary FAA Terminal Area Forecast for FLL, September 2008.

<sup>24</sup> The FAA standard for determining projected forecast consistency defines acceptable when a forecast is within 10 percent (+/-) for the five-year projection. For forecast projections within the 10-year and beyond, a 15 percent (+/-) difference is considered consistent with the FAA's TAF. (FAA Order 5100.38C *Airport Improvement Program Handbook*, paragraph 428.a. *Aviation Forecasting*.)

<sup>25</sup> As stated in FAA Advisory Circular 150/5060-5, *Airport Capacity and Delay*, capacity (throughput capacity) is a measure of the maximum number of aircraft operations that can be accommodated on the airport or airport component in an hour.

<sup>26</sup> An established delay threshold is typically around four to six minutes of average delay per operation based on data contained in the FAA National Plan of Integrated Airport Systems (NPIAS) (2007-2011).

<sup>27</sup> The threshold used in the EIS to define acceptable levels of delay at FLL is six minutes per operation. See the Final EIS, Chapter Three *Purpose and Need*, Section 3.3.1.3, *Level of Delay*.

enhancing safety, efficiency, and capacity on both the regional and national level, and has identified the following needs at FLL:

- The need for sufficient airfield capacity, to the extent practicable, to accommodate existing and projected air carrier demand at a level of delay established for FLL in the EIS analysis, which is six minutes of average annual delay per operation;
- The need for an enhanced and balanced airfield; and
- The need for sufficient gate and apron capacity to address existing and forecast passenger demand and aircraft congestion on the ramp.

**LOCATION OF THE PROPOSED ACTION:** The proposed action will occur in Broward County, Florida, primarily on airport property that is owned by Broward County.

**WHEN THE PROPOSED ACTION WOULD OCCUR:** Project initiation and mobilization is expected to begin with the issuance of the ROD. It is projected that construction will begin in 2009. Construction is expected to last between four to six years, with completion occurring in the 2012 to 2014 timeframe.

**THIS PAGE INTENTIONALLY LEFT BLANK**

## **2. REQUESTED FEDERAL ACTIONS AND APPROVALS**

This section summarizes the actions and approvals the airport sponsor has asked FAA and other federal agencies to give before the sponsor can implement the proposed action.

**FAA DETERMINATIONS RELATING TO ELIGIBILITY FOR FEDERAL FUNDS FOR THE PROPOSED PROJECT:** FAA determinations relating to eligibility for Airport Improvement Program (AIP) funds and to impose and use Passenger Facility Charges (PFC) funds for the proposed project.

**FAA APPROVAL TO AMEND THE ALP TO DEPICT THE PROPOSED ACTION AND ASSOCIATED DETERMINATIONS:** FAA approval of an ALP,<sup>28</sup> environmental determinations and sponsor assurances and certifications required as conditions of eligibility for grants of federal funding for the proposed project,<sup>29</sup> and determinations under other environmental laws, regulations, and executive orders discussed in the EIS.

**FAA INSTALLATION AND/OR RELOCATION OF NAVIGATIONAL AIDS ASSOCIATED WITH THE PROPOSED NEW RUNWAY:** FAA determination for the installation and/or relocation of navigational aids associated with the new runway.<sup>30</sup>

**FAA APPROVAL OF AIR TRAFFIC CONTROL PROCEDURES AND MODIFICATION OF FLIGHT PROCEDURES FOR THE RUNWAY:** The FAA would approve new air traffic control and instrument procedures for FLL to include an expanded runway and the closure of Runway 13/31. These procedures would be flight tested, and published for general use.<sup>31</sup>

**FAA EVALUATION AND DETERMINATION OF AIRSPACE OBSTRUCTIONS:** Determinations and actions, through the aeronautical study process of any off-airport obstacles that might be obstructions to the navigable airspace under the standards and criteria of 14 CFR Part 77 *Objects Affecting Navigable Airspace*<sup>32</sup>, and an evaluation of the appropriateness of proposals for on-airport development from an airspace utilization and safety perspective based on aeronautical studies conducted pursuant to the standards and criteria of 14 CFR Part 157, *Notice of Construction, Alteration, Activation, and Deactivation of Airport*.

**FAA CERTIFICATION AND OTHER APPROVALS:** FAA modification or amendment of existing certificates or specifications is required to comply with FAA design standards and to accommodate, in a safe and efficient manner, the passenger enplanements and aircraft activity forecasts.

- Certification under 14 CFR Part 139, *Certification of Airports*.

<sup>28</sup> 49 U.S.C. § 47107(a)(16)

<sup>29</sup> 49 U.S.C. § 47106(c)

<sup>30</sup> 49 U.S.C. § 40103

<sup>31</sup> 49 U.S.C. § 40103

<sup>32</sup> 49 U.S.C. § 40103(b) and 40113

- Operating Specifications for scheduled air carriers intending to operate at the airport in the future under FAR 14 CFR Part 121, *Certification and Operations: Domestic, Flag, and Supplemental Air Carriers and Commercial Operations of Large Aircraft*.

## **APPLICABLE ENVIRONMENTAL LAWS, REGULATIONS, STATUTES, AND POLICIES**

In accordance with Federal law and agency guidance, the Final EIS contains the information that the FAA will use to make the following findings, determinations, and certifications for the selected alternative.

### **DETERMINATIONS WITH REGARD TO ENVIRONMENTAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS**

- Determination of general conformity under the Clean Air Act, 42 U.S.C. § 7506(c)(1).
- Determination that the Proposed Action is consistent with approved coastal zone management programs, Executive Order 13089, Coral Reef Protection; Coastal Barrier Resources Act, 16 U.S.C. § 3501-3510, and Coastal Zone Management Act, 16 U.S.C. § 1451-1464.
- Determinations under 49 U.S.C. § 303(c) [Section 4(f)] with respect to use of any publicly-owned land of a public park, recreation area, or wildlife and waterfowl refuge of national, state or local significance; or land from an historic site of national, State, or local significance.
- Findings regarding the potential impact to Federally endangered or threatened and protected species, marine mammals, essential fish habitat and migratory birds, and state-listed species. Endangered Species Act, 16 U.S.C. § 1531-1544. Marine Mammal Protection Act, 16 U.S.C. § 1361-1421h. Related Essential Fish Habitat Requirements of the Magnuson-Stevens Act, as amended by the Sustainable Fisheries Act, 16 U.S.C. § 1855(b)(2). Migratory Bird Treaty Act, 16 U.S.C. § 703-712.
- Floodplain determination and findings in accordance with Executive Order 11998, *Floodplain Management*, and DOT Order 5650.2, *Floodplain Management and Protection*.
- Determination in accordance with Section 106 of the National Historic Preservation Act of 1966. The FAA is required to make a determination related to the potential effect of the proposed actions on properties either listed or eligible to be listed on the National Register of Historic Places that are in the vicinity of the development of the proposed actions. National Historic Preservation Act, 16 § U.S.C. 470(f).
- Determination regarding coordination and consultation with Native American representatives in accordance with DOT Order 5301.1, Department of Transportation Programs, Policies, and Procedures Affecting American Indians, Alaska Natives, and Tribes; and FAA Order 1210.20, American Indian and Alaskan Native Tribal Consultation Policy and Procedures.

- Determination regarding environmental justice in accordance with Executive Order 12898 and DOT Order 5610.2, Environmental Justice.
- Determination that water quality requirements will be satisfied in accordance with the Clean Water Act. Clean Water Act, 33 U.S.C. § 1251, et seq.
- Determinations in accordance with Executive Order 11990, Protection of Wetlands. Department of Transportation (DOT) Order 5660.1A, Preservation of the Nation's Wetlands, and Section 404 of the Clean Water Act. 33 U.S.C. 1344. For this project involving new construction that will directly affect wetlands, the FAA must determine that there is no practicable alternative to such construction and that the proposed action includes all practicable measures to minimize harm to wetlands.
- Determination regarding actions associated with the project that would require relocation assistance for displaced persons or businesses pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601 et seq.).
- Determination regarding the independent and objective evaluation required by the Council on Environmental Quality (40 C.F.R. Section 1506.5).

**FAA DETERMINATIONS UNDER 49 USC SECTIONS 47106 AND 47107**

- Determination of consistency with existing plans of public agencies for the development of the area surrounding the airport. 49 U.S.C. § 47106(a)(1).
- Determination that fair consideration has been given to the interests of communities in or near the project location. 49 U.S.C. § 47106(b)(2).
- Determination in accordance with 47106(c)(1)(A) that the Sponsor has provided the following certifications:
  - an opportunity for a public hearing was given to consider the economic, social, and environmental effects of the location and the location's consistency with the objectives of any planning that the community has carried out; 49 U.S.C. § 47106(c)(1)(A)(i)
  - the airport management board has voting representation from the communities in which the project is located or has advised the communities that they have the right to petition the Secretary about a proposed project; and 49 U.S.C. § 47106(c)(1)(A)(ii)
  - with respect to an airport development project involving the location of an airport, runway, or major runway extension at a medium or large hub airport, the airport sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted; and 49 U.S.C. § 47106(c)(1)(A)(iii)
- For this project, which involves the location of a new runway or major runway extension, determination in accordance with 49 U.S.C. § 47106(c)(1)(C) of whether there are significant adverse effects on natural resources,

determination that no possible and prudent alternative to the project exists, and that the project includes every reasonable step to minimize the significant adverse effects.

- Determination that the Airport Sponsor has, or will take, the appropriate action, as pertains to the adoption of zoning laws to the extent reasonable to restrict the use of land next to or near the airport to uses that are compatible with normal airport operations 49 U.S.C. § 47107(a)(10).

### **LIST OF OTHER FEDERAL, STATE, AND LOCAL PERMITS AND APPROVALS**

The following permits and approvals are required by federal agencies (other than the FAA) and state and local agencies for implementation of the FAA's Preferred Alternative (B1b):

- Issuance of a Clean Water Act Section 404 permit by the U.S. Army Corps of Engineers (USACE) related to potential impacts to jurisdictional streams and wetlands, based upon a determination that there is no practicable alternative to the selected alternative and all practicable measures have been considered to avoid, minimize, and mitigate harm to wetlands.
- Issuance of a Clean Water Act Section 404 permit by the USACE for dredge and fill, based upon review and comment by the U.S. Environmental Protection Agency (USEPA), U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), and the Florida State Historic Preservation Office (SHPO).
- Section 401 Water Quality Certification from the South Florida Water Management District (SFWMD), based upon the FAA determination that standards under the CWA will be met.
- Modification to the National Pollutant Discharge Elimination System (NPDES) permit (Section 402 of the Clean Water Act) for proposed construction activities; this would be coordinated through the Florida Department of Environmental Protection.
- Modification to the SFWMD Environmental Resource Permit (ERP) No. 06-00339-S for impacts to jurisdictional wetlands. This permit modification constitutes State Water Quality Certification for the Section 404 Permit.



### **3. SUMMARY OF ALTERNATIVES CONSIDERED**

This section briefly describes the reasonable alternatives the EIS analyzed in detail. It also identifies the environmentally preferred alternative (C1) (40 CFR § 1505.2 (b)), the Airport Sponsor's proposed action (B1c), and the FAA's Preferred Alternative (B1b) (FAA Order 5050.4B, paragraph 1007.e. (7)). The Airport Sponsor's proposed action was described in detail in Section 1, above.

**BRIEF DESCRIPTION OF ALTERNATIVES CONSIDERED:** The Council on Environmental Quality's (CEQ) regulations implementing NEPA (40 CFR Parts 1500 through 1508) require that all reasonable alternatives that might accomplish the objectives of a proposed project be identified and evaluated. Therefore, in compliance with NEPA<sup>33</sup> and other special purpose environmental laws, the FAA analyzes those alternatives that could achieve the established purposes and needs for the project.

Reasonable alternatives include those that are practical or feasible from a technical and economic standpoint.<sup>34</sup> According to CEQ Section 1502.14(c) the FAA, as the lead agency, has a responsibility to explore and objectively evaluate all reasonable alternatives, including those beyond the agency's jurisdiction.

The analysis of EIS alternatives is an independent examination by the FAA of a reasonable range of alternatives that could meet the identified purposes and needs for the Airport Sponsor's Proposed Project as described in detail in the EIS. The alternatives that the FAA considered included off-site and on-site alternatives, and a no action alternative. On-site alternatives included non-runway development (i.e., demand management) and runway development alternatives. (To review the range of alternatives considered, see the Final EIS, Chapter Four, *Alternatives*, Section 4.1.1, *Off-Site Alternatives*, and Section 4.2.2, *On-Site Alternatives*.)<sup>35</sup>

As a requirement of NEPA, a no action alternative must be carried forward in the assessment of environmental impacts.<sup>36</sup> With the No Action Alternative, the FLL airfield configuration would remain as it is today, with no additional runways,

<sup>33</sup> National Environmental Policy Act of 1969 (NEPA) Part 1502, Environmental Impact Statement, Section 1502.14.

<sup>34</sup> 46 Federal Register 18026, Memorandum: *FORTY MOST ASKED QUESTIONS CONCERNING CEQ's NATIONAL ENVIRONMENTAL POLICY ACT REGULATIONS*, March 16, 1981.

<sup>35</sup> After the Final EIS was published DOT and FAA finalized an amended policy on airport rates and charges and limitations on operations at the three NY area airports. These actions are consistent with the dismissal of demand management alternatives for FLL in Section 4.2.2.4 of the Final EIS. In affording airport sponsors greater flexibility to use landing fees to manage congestion, DOT/FAA stated that the amendments were intended "as a mechanism to address delay when capacity projects will not be available in time to prevent increasing delays and in those congested airports where capacity expansion is simply not feasible." 73FR 40430 July 14, 2008. Similarly, DOT/FAA imposed flight caps at the NY area airports to reduce congestion and delays until the airport sponsor is able to bring needed capacity projects, such as additional taxiway and other improvements, on line. Use of demand management if at all, as a stop gap measure and last resort, is in harmony with congressional policies encouraging airport improvement projects to increase capacity to be undertaken "to the maximum feasible extent" while artificial restrictions on airport capacity, which are not in the public interest, "should be imposed to alleviate air traffic delays only after other reasonably available and less burdensome alternatives have been tried." 49 U.S.C. 47101(a)(7), (9).

<sup>36</sup> Council on Environmental Quality's (CEQ) regulations implementing NEPA (40 CFR Parts 1500 through 1508), Sec. 1502.14(d) Include the alternative of no action.

extensions, or improvements to any existing runways, and the airfield would be operated in accordance with the current air traffic procedures.<sup>37</sup> The No Action Alternative serves as the baseline of comparison for the assessment of future conditions/impacts.

The alternatives analysis identified and evaluated a range of reasonable alternatives that could substantially meet the stated purpose and need for the project. First, the analysis screened both the off-airport and on-airport alternatives that could feasibly address capacity and reduce delay at the FLL at the threshold of six minutes of acceptable delay. None of the off-site alternatives and none of the non-runway on-site alternatives were determined by the FAA to meet the stated purpose and need. (See the Final EIS, Chapter Four, *Alternatives*, Section 4.1.1, *Off-Site Alternatives*, and Section 4.2.2, *On-Site Alternatives*.)<sup>38</sup>

Next, the on-site runway development alternatives that could address capacity and reduce delay were subjected to a detailed analysis. The analysis considered runway length, airfield throughput capacity,<sup>39</sup> constructability,<sup>40</sup> and the consideration of "fatal flaws."<sup>41</sup> An alternative that did not meet one or more of these criteria also did not meet purpose and need and therefore was eliminated from further evaluation in the EIS. (For the full discussion of the screening analysis, see the Final EIS, Chapter Four, *Alternatives*, Section 4.2.2.5, *Runway Development Alternatives*.)

As a result of the alternatives screening process, the FAA determined that eight of the runway development alternatives could potentially meet the stated purpose and need to increase capacity and reduce delay, and did not appear to have substantial constructability issues or "fatal flaws". These eight runway development alternatives and the No Action alternative were subjected to detailed environmental analysis in the EIS and are listed below. (See the Final EIS, Chapter Four, *Alternatives*, Section 4.3, *Alternatives to be Assessed for Environmental Impacts*.)

<sup>37</sup> FAA Environmental Assessment for the Proposed Use of Runways 9R/27L and 13/31 When the Preferred Runway Cannot Efficiently Accommodate Existing Operations at Fort Lauderdale-Hollywood International Airport (FLL). Broward County, Florida. 2008.

<sup>38</sup> Given the similarities between PHL and FLL, a peak hour pricing program would not likely work at FLL because the fees would cause reductions in the general aviation and turboprop aircraft that principally use the south runway at FLL during peak periods and do not contribute to delays. Cancellation of these flights would have little impact on congestion on the primary runways and therefore would not significantly reduce delays at FLL. PHL Runway 17-35 Extension Project Final EIS, pages 3-31 and 3-32.

<sup>39</sup> As stated in FAA Advisory Circular 150/5060-5, *Airport Capacity and Delay*, capacity (throughput capacity) is a measure of the maximum number of aircraft operations that can be accommodated on the airport or airport component in an hour.

<sup>40</sup> Constructability considers the physical characteristics of each alternative and its direct impact on existing facilities and structures, infrastructure, and natural features. These physical characteristics can affect engineering costs, project schedules, operational safety and efficiency, and construction sequencing or phasing.

<sup>41</sup> "Fatal flaws" are discussed in the Final EIS Chapter Four - *Alternatives*, Section 4.2.2.5.1 *Fatal Flaws*. "Fatal flaws" in the EIS analysis are associated with direct impacts on existing facilities that would result in substantial redevelopment or inhibit development or maintenance of existing transportation infrastructure. The fatal flaws considered in the alternatives included encroachment of the Dania Cut-Off Canal, Interstate-95, and/or the Seaboard Coast Line Railroad (CSX Transportation); major impacts to the existing terminal core area that would cause significant disruption of airline and passenger service; or impacts to or the relocation of the Florida Power Light (FPL) LaDania Substation.

- **Alternative A (No Action):** the airfield configuration would remain as it is today, with no additional runways, extensions, or improvements to any existing runways, and the airfield would be operated in accordance with the current air traffic procedures. Runway 9L/27R is 9,000 feet long by 150 feet wide; Runway 9R/27L is 5,276 feet long by 100 feet wide; and, Runway 13/31 6,930 feet long by 150 feet wide.
- **Alternative B1:** redevelop and extend existing Runway 9R/27L to an 8,600-foot by 150-foot elevated runway; this runway would extend east over the FEC Railway and U.S. Highway 1; Runway 13/31 would be permanently closed
- **Alternative B1b (FAA's Preferred Alternative):** redevelop and extend existing Runway 9R/27L to an 8,000-foot by 150-foot elevated runway with EMAS; this runway would extend east over the FEC Railway and U.S. Highway 1; Runway 13/31 would be permanently closed (see this ROD, Exhibit 1 *FAA's Preferred Alternative (B1b)*)
- **Alternative B1c (Airport Sponsor's Proposed Action):** redevelop and extend existing Runway 9R/27L to an 8,000-foot by 150-foot elevated runway with EMAS; this runway would extend east over the FEC Railway and U.S. Highway 1; includes the implementation of the operational noise abatement actions described in the *County's Airfield Development Program Objective Statement* (October 26, 2004),<sup>42</sup> and specifically in a memorandum to the FAA in August 2006 which would limit the capacity of Runway 9R/27L in 2012; Broward County has interpreted that the operational noise abatement actions would no longer be in place by 2020;<sup>43</sup> Runway 13/31 would be permanently closed
- **Alternative B4:** build a new 6,001-foot at grade runway with EMAS located 340 feet north of existing south runway (to replace existing Runway 9R/27L); Runway 13/31 would remain open
- **Alternative B5:** build a new 7,800-foot elevated runway with EMAS located 320 feet south of existing south runway (to replace existing Runway 9R/27L); this runway would extend east over the FEC Railway and U.S. Highway 1; Runway 13/31 would be permanently closed
- **Alternative C1:** build a new 7,721-foot at grade runway located 850 feet north of existing Runway 9L/27R (a dependent parallel runway to existing Runway 9L/27R); Runway 13/31 would be permanently closed

---

<sup>42</sup> Letter from Tom Jargiello, Director of Aviation, Broward County Aviation Department, Fort Lauderdale-Hollywood International Airport, to Dean Stringer, Manager, FAA Orlando Airports District Office. This letter pertains to the Broward County Board of County Commissioners Goals and Objectives. Dated: November 1, 2004. "This responds to your letter dated December 24, 2003 requesting information necessary for the preparation of the revised Environmental Impact Statement (EIS) for the proposed extension of Runway 9R/27L at the Fort Lauderdale-Hollywood International Airport."

<sup>43</sup> Memorandum from Max Wolfe/Eric Bernhardt, Leigh Fisher Associates (now Jacobs Consultancy), to Virginia Lane, AICP, Environmental Specialist, Federal Aviation Administration. Subject: Sponsor's Proposed Project Operational Assumptions. Dated: August 22, 2006/Revised: August 24, 2006.

- **Alternative D1:** redevelop and extend existing Runway 9R/27L to 8,000 feet and build a new 7,721-foot runway north of existing Runway 9L/27R; Runway 13/31 would be permanently closed; (combination of Alternatives B1b and C1)
- **Alternative D2:** build a new 6,001-foot at grade runway with EMAS located 340 feet north of existing south runway (to replace existing Runway 9R/27L), and build a 7,721-foot at grade runway located 850 feet north of existing Runway 9L/27R; Runway 13/31 would be permanently closed; (combination of Alternatives B4 and C1)

**SUMMARY OF OPERATIONAL CAPACITY AND DELAY, IMPACTS TO AIRPORT PROPERTY, AND ENVIRONMENTAL IMPACTS OF THE ALTERNATIVES:**

In identifying the Preferred Alternative, the FAA considered three major factors. First, it considered the extent to which an alternative could, as a practical matter, meet the stated purpose and need to accommodate existing and projected air carrier demand at a level of delay established for FLL, which is six minutes of average annual delay per operation; to provide sufficient airfield capacity, to the extent practicable; to provide an enhanced and balanced airfield; and, to provide sufficient gate and apron capacity to address existing and forecast passenger demand and aircraft congestion on the ramp.

Second, the FAA considered the extent to which an alternative impacted existing airport property, including airport tenant facilities and the availability of airport property for future development.

Third, the agency considered whether the implementation of an alternative would result in significant adverse environmental impacts, and if so, whether the alternative would meet the requirements of 49 USC §47106(c)(1)(C).

**Operational capacity and delay:** The first consideration in the identification of FAA's Preferred Alternative was the extent to which an alternative could increase operational capacity and reduce delay at FLL. For the alternatives that were studied in detail, operational capacity and delay were assessed in the EIS in terms of maximum capacity<sup>44</sup>, actual throughput or practical capacity,<sup>45</sup> and average

<sup>44</sup> As stated in FAA Advisory Circular 150/5060-5, *Airport Capacity and Delay*, capacity (throughput capacity) is a measure of the maximum number of aircraft operations that can be accommodated on the airport or airport component in an hour. It represents a condition of balanced arrival and departure demand that is based on the methodology in the AC.

<sup>45</sup> When calculating capacity and delay it is standard industry practice to calibrate capacity to reflect the usability of the actual runway pavement. This is 'practical capacity' (also known as 'actual throughput'). This type of capacity analysis considers factors that can affect runway use and usability (or utility). These factors can include aircraft type and runway length. For example: a 5,000 foot runway at Airport A may have an hourly maximum throughput capacity of 50 operations (based on the maximum number of operations that can occur by aircraft that can use a 5,000-foot runway). If the forecast demand for Airport A includes aircraft that all can operate on such a runway, then the practical capacity for Airport A will be the same as the throughput capacity. However, the forecast demand for Airport B may include only 20 aircraft operations able to use a 5,000-foot runway. Therefore, because of the demand at Airport B the 'practical capacity' is 20 operations, not 50. Several major commercial airports in the U.S. have runways of less than 6,000 feet. Some examples include Runway 15L/33R at Baltimore Washington International Airport and Runway 14/32 at Boston Logan International Airport. The 'practical capacity' of the runways at these airports is determined by the types of aircraft and number of aircraft operations using such aircraft that can actually operate on a runway 6,000 feet in length.

minutes of delay per operation. The analysis of capacity and average delay was used to determine the extent to which an alternative could meet the stated purpose and need to increase capacity and reduce delay at FLL.<sup>46</sup>

A key aspect of operational capacity and delay was the extent of actual throughput or practical capacity provided by an alternative.

**Table 1 Hourly Capacity Estimates – Total Airfield**, summarizes the maximum and practical hourly capacity of the airport under each alternative. Maximum capacity shown in these tables refers to the capacity estimated from the FAA AC 150/5060-5. By comparison, the practical capacity listed on Table 1 takes into consideration actual demand able to use available runways according to the aircraft types and runway length characteristics of each alternative.

**TABLE 1  
HOURLY CAPACITY ESTIMATES – TOTAL AIRFIELD  
Fort Lauderdale-Hollywood International Airport**

	MAXIMUM CAPACITY <sup>1</sup>					PRACTICAL CAPACITY <sup>2</sup>
	East Flow		West Flow		All Weather Average	All Weather Average
	VFR	IFR	VFR	IFR		
No Action	115	106	105	100	113	84
B1/B1b/B1c/B5	108	104	102	98	107	107
B4 <sup>3</sup>	108	104	102	98	107	107
C1 <sup>4</sup>	134	116	127	101	131	101
D1	130	113	124	99	128	128
D2	130	113	124	99	128	128
<b>Percent of Annual</b>	<b>75%</b>	<b>6%</b>	<b>18%</b>	<b>1%</b>	<b>100%</b>	<b>100%</b>

<sup>1</sup> Maximum capacity presents a condition of balanced arrival and departure demand

<sup>2</sup> Practical Capacity takes into consideration actual demand able to use available runways according to the aircraft types and runway length characteristics.

<sup>3</sup> Alternative B4 is the only alternative, other than the No Action, under which Runway 13/31 would remain in operation. Even though Runway 13/31 remains open it does not result in an increase in the practical capacity as compared to the other "B" alternatives, because Runway 13/31 crosses Runway 9L/27R and operations are directed to either Runway 13/31 or Runway 9L/27R but not to both runways simultaneously. The airfield operates most efficiently in an east/west configuration; Alternative B4 would have two east/west parallel runways that could accommodate air carrier demand, which is why the practical capacity for Alternative B4 is equal to the other 'B' alternatives.

<sup>4</sup> The practical capacity for Alternative C1 is lower than all alternatives except for the No Action because no improvements would be made to Runway 9R/27L and the north airfield parallel runway system would operate as a dependent runway system.

The 850-foot separation distance between Runway 9L/27R and the new closely spaced parallel runway north of Runway 9L/27R is not sufficient to allow for simultaneous independent arrival operations to occur to both runways. Additionally, existing Runway 9R/27L cannot accommodate air carrier operations due to its length (5,276 feet) and width (100 feet). Because of the dependent north parallel runway system, Alternative C1 will only provide one runway capable of accommodating air carrier arrivals at a time during peak arrival periods and as a result the

<sup>46</sup> For a discussion of the operational capacity and delay as assessed in the EIS, see the Final EIS, Chapter Three, Purpose and Need, Section 3.3.1.2 Existing Airfield Capacity, Section 3.3.1.3 Level of Delay, and Appendix F, Net Benefits Analysis.

airfield's practical capacity is reduced as compared to all of the other runway development alternatives. Departures on the closely spaced parallel runways would have to be coordinated by FLL Air Traffic Control to meet wake turbulence separation requirements.

Note: The practical capacity of Alternative A is less than the maximum capacity because certain types of aircraft in the forecast fleet and a number of operations will not be able to use existing Runway 9R/27L.

Source: FAA Advisory Circular 150/5600-5 and Landrum & Brown analysis, 2008.

---

For a more detailed discussion of the hourly capacity estimates and actual demand, see the Final EIS, Appendix F *Net Benefits Analysis*, Section F.4 *Capacity Analysis*.

Because capacity is a function of delay, many airports plan new runways or runway improvements when approaching six minutes of delay. The delay threshold used in this EIS for establishing the runway capacity of FLL is six minutes per operation because it is within the range of the FAA's planning guidance and it is acceptable to the Airport Sponsor. A more detailed discussion of delay is provided in the Final EIS in Chapter Three, *Purpose and Need*, Section 3.3.1.3 *Level of Delay*.

Average minutes of delay was calculated per operation using a queue modeling methodology. Demand, defined in terms of the number of arrivals and departures in five-minute intervals, was modeled against the estimated capacity of each alternative in VFR and IFR weather conditions for both east and west operating flows. See the Final EIS, Appendix F.5, *Demand/Capacity Analysis* and Table F-11 and Table F-12 in Appendix F, *Net Benefit Analysis*. To maintain average delays at the six minutes per operation threshold, there is a need to provide a practical airfield capacity of between 101 and 107 operations per hour.

**Airport Property Impacts:** The second consideration in the FAA's identification of the preferred alternative was the extent to which an alternative would impact existing airport tenant leaseholds and facilities and the availability of airport property for relocation of facilities and future development.

To identify the tenant leasehold impacts and potential impacts of relocation on availability of existing and future airport property, the FAA prepared a tenant relocation analysis that considered the airport property within the current FLL boundary owned by Broward County.<sup>47</sup> This analysis identified the airport properties and tenant leasehold facilities that could be directly or indirectly<sup>48</sup> impacted with the development of an alternative; the potential areas of on-airport

---

<sup>47</sup> The EIS analysis focused on the availability of existing on-airport property and tenant leaseholds depicted by the 2004 FLL Leasehold Identification Map and the assumption that in-kind replacements (in terms of gross leasehold displacements) would be offered by Broward County to tenants that would be displaced with each alternative. While some changes have occurred to on-airport tenant leasehold areas since the EIS analysis was prepared, the FAA's tenant relocation analysis was conducted based on the information contained in the 2004 FLL Leasehold Identification Map and does not include any additional changes resulting from lease renewals or new leaseholds that may have been approved by Broward County since that time.

<sup>48</sup> Direct impacts included those tenant facilities that required removal in order to conform to the airfield geometric requirements and/or NAVAID siting criteria. Indirect impacts include tenant facility relocations resulting from airspace encroachments or to allow for a more efficient use of airport property.

property that could accommodate relocated facilities; and was used in the development of a comparative analysis of the projected costs among the various alternatives.<sup>49</sup>

The tenant relocation analysis was based on information provided to the FAA by Broward County in November 2004.<sup>50</sup> It was presented in the Draft EIS in Chapter Four, *Alternatives*, Section 4.3 *Alternatives to Be Assessed for Environmental Impacts*, and Appendix E, *Airfield Planning Engineering and Constructability Review*.<sup>51</sup>

In December 2007, the Airport Sponsor submitted comments to the FAA raising concerns about the potential impact to airport properties and tenant leasehold facilities that could occur with the development of Alternative D2. Broward County's concern was that the "D2 Alternative would result in significant and costly relocation, loss of any future tenant expansion capabilities, complete elimination of any aviation development growth and, when completed in its entirety, create an unbalanced airfield terminal/landside situation."<sup>52</sup> The FAA considered each of these concerns in the Final EIS. The most important points from FAA's perspective are summarized below.

- *Sponsor states Alternative D2 would result in significant and costly relocation*

The comparative cost estimate for the EIS alternatives was prepared at a planning level of detail and included facility relocation costs.<sup>53</sup> The estimated cost of facility relocations addressed in-kind replacement costs (such as utility infrastructure, structure square footage, vehicle and aircraft parking areas).

Other costs associated with facility relocation, such as loss of business revenue or employee costs were not included and would be assessed during design and

---

<sup>49</sup> "Facility Relocations" costs for each alternative represent estimated in-kind replacement costs (such as utility infrastructure, structure square footage, vehicle and aircraft parking areas). See the Final EIS, Chapter Four Alternatives, Section 4.4 *Projected Costs*.

<sup>50</sup> FLL Leasehold Identification Map, Broward County Aviation Department, November, 2004. See the Final EIS, Appendix E *Airfield Planning, Engineering and Constructability Review*, Section E.1.6 *Facility Impacts*, Table E.1-7 *FLL Tenant Leasehold Impact Summary (Non Terminal Impacts)* and Exhibit E.1-11 *Existing Tenant Leasehold Summary*.

<sup>51</sup> In response to the Broward County comments on the Draft EIS, the FAA prepared additional information regarding the potential impacts to airport properties. Using the information compiled from the November 2004 FLL Leasehold Identification Map, more detailed text and exhibits were developed to describe the impacts for all of the runway development alternatives. Revised exhibits illustrated the areas that could accommodate the relocated tenant leasehold facilities that would be impacted due to the airfield and/or terminal development considered by each alternative. This additional information was presented to interested parties at airport meetings in October 2007 and was included in the Final EIS. See the Final EIS, Chapter Four, *Alternatives*, Section 4.3 *Alternatives to Be Assessed for Environmental Analysis*, Appendix E *Airfield Planning, Engineering and Constructability Review*, Section E.1.6 *Facility Impacts*, Exhibits E.1-12-E.1-17; and revised Table E.1-8 *FLL Tenant Facility Relocation Summary (Acres)* provided in this ROD in Appendix C, *Final EIS Errata Documents*.

<sup>52</sup> Letter from Kent G. George, A.A.E., Director of Aviation, Broward County Aviation Department, Fort Lauderdale-Hollywood International Airport, to Dean Stringer, Manager, FAA Orlando Airports District Office. RE: This letter pertains to Alternative D2 and Broward County's comments on the tenant relocation, future tenant expansion capabilities, and future aviation development growth. Dated: December 7, 2007.

<sup>53</sup> See the Final EIS Chapter Four *Alternatives*, Section 4.4 *Projected Costs*, and Appendix E *Airfield Planning, Engineering and Constructability Review* Section E.1.6 *Facility Impacts*.

construction planning.<sup>54</sup> Therefore, the potential total cost for facility relocations could be higher than the planning level cost estimates used for the EIS comparative analysis of alternatives. Impacts to on airport businesses, including loss of business revenue and employee costs, were not considered as adverse socioeconomic impacts in the Final EIS because, although there could potentially be some disruption, the alternatives did not cause extensive relocation of community businesses that would create severe economic hardship for the affected communities or substantial loss in the community tax base. For all of the alternatives except for D1 and D2 the businesses and employees could be relocated to airport property.

While the north airfield alternatives (C1, D1, and D2) would result in greater in-kind replacement costs for tenant relocations as compared to the south airfield alternatives (B1, B1b/c, and B5), these south airfield alternatives would result in greater costs for airfield construction than the north alternatives in order to elevate the new runway.

The EIS comparative analysis of projected costs takes these various factors into consideration.<sup>55,56</sup>

- *Sponsor expressed concern that Alternative D2 would result in a loss of any future tenant expansion capabilities*

The EIS analysis also provides information regarding potential future airport development opportunities. With the north airfield alternatives future airport development opportunities would be more limited as compared with the south airfield alternatives.

The EIS analysis took into consideration the potential surplus and deficiencies of airport property that would result from the development of each alternative. The north runway development alternatives would result in less developable airside and non-airside property as compared with the south runway development alternatives. Because an airport should be as self-sustaining as possible in accordance with grant assurances, it is important for an Airport Sponsor to have sufficient land to the extent possible for aeronautical and non-aeronautical development as a means to generate airport revenue.<sup>57</sup>

The EIS analysis provided information regarding impacts to airport property and tenant leasehold facilities with the north airfield alternatives. The north airfield alternatives would result in more impacts to airport property and tenant

---

<sup>54</sup> FAA Order 5100.38C *Airport Improvement Program Handbook*, Chapter 5. Airfield Construction and Equipment Projects, Section 10 Miscellaneous, paragraph 593 Purchase, Relocation, or Demolition of Ineligible Facilities, p. 103.

<sup>55</sup> For example, the FAA's Preferred Alternative (B1b) would result in an estimated \$25.6 million for facility relocations and \$604.8 million in construction costs, as compared to Alternative C1 which would result in \$361.5 million for facility relocations and \$129.9 million in construction costs. See the Final EIS, Chapter Four, Section 4.4 *Projected Costs*.

<sup>56</sup> Costs associated with the alternatives proposed at FLL include capital investment costs and annual operation and maintenance (O&M) costs. Detailed capital costs were developed for each alternative and include all costs associated with the construction of the proposed alternative. The comparative cost analysis did not include noise mitigation or wetland mitigation costs. See Final EIS Chapter 4, Alternatives Section 4.4 Projected Costs and Appendix F, Net Benefits Analysis Section F.6.2 Project Costs.

<sup>57</sup> 49 U.S.C. §47101 (a)(13) and Grant Assurance 24.



leasehold facilities than the south airfield alternatives. This has the potential to lessen Broward County's ability to generate aeronautical and non-aeronautical revenue streams at FLL.

- *Sponsor indicates that Alternative D2 would result in the complete elimination of any aviation development growth*

The north airfield alternatives would result in a deficiency of airport property available for future development and would substantially reduce the ability for development and/or expansion at FLL. The Sponsor's Proposed Action would not result in a deficiency of property and would not require acquisition for future development.

- *Sponsor indicates that when fully constructed, Alternative D2 would create an unbalanced airfield terminal/landside situation*

As discussed above, the north runway development alternatives would result in the potential for less developable airside and non-airside property as compared with the south runway development alternatives. This could result in an imbalance between developed airfield facilities and the land available for potential development. Because an airport should be as self-sustaining as possible in accordance with grant assurances, it is important for an Airport Sponsor to have sufficient land to the extent possible for aeronautical and non-aeronautical development as a means to generate airport revenue.<sup>58</sup>

**Potential Direct, Secondary (Induced), Environmental, and Cumulative Impacts:** In the identification of the FAA's Preferred Alternative (B1b) at FLL, the third consideration was whether the implementation of an alternative would result in significant adverse impacts to an environmental resource category, and if so whether the alternative would meet the requirements under 49 U.S.C. § 47106(c)(1)(C). The Final EIS analysis discloses the potential environmental impacts for the projected conditions in 2012 and 2020; 2012 was the projected earliest implementation year for the runway development alternatives; and 2020 represented the earliest future condition after full implementation of the alternatives with the development of two runways (Alternatives D1 and D2).

\* \* \* \* \*

The paragraphs below describe each alternative's operational capacity and delay; impacts on existing tenant leasehold facilities and availability of airport property; and, potential direct and secondary environmental and cumulative impacts. The runway development alternatives are compared to the No Action Alternative. Tables 2 and 3 provide a summary comparison in tabular form of each alternative's operational capacity and delay, and environmental impacts. A comparison of impacts on existing tenant leasehold facilities and availability of airport property is provided at Table E.1-8 in Appendix C of this ROD.

- **Table 2 Summary of Alternatives – Net Benefit Analysis**
- **Table 3 Summary of Alternatives – Environmental and Cumulative Impacts**

<sup>58</sup> 49 U.S.C. §47101 (a)(13) and Grant Assurance 24.

**THIS PAGE INTENTIONALLY LEFT BLANK**

**Table 2**  
**SUMMARY OF ALTERNATIVES - NET BENEFIT ANALYSIS**  
**Fort Lauderdale-Hollywood International Airport**

BENEFITS/COSTS	ALTERNATIVE									
	A	B1	B1b	B1c	B4*	B5	C1	D1	D2	
<b>Operational</b>										
Maximum Hourly Capacity Estimate <sup>1/</sup>										
Total Airfield	113	107	107	107	107	107	131	128	128	
All Weather Average Includes East Flow/West Flow and VFR/IFR <sup>2/</sup> conditions										
Practical Hourly Capacity Estimate <sup>1/</sup>										
Total Airfield	84	107	107	107	107	107	101	128	128	
All Weather Average Includes East Flow/West Flow and VFR/IFR <sup>2/</sup> conditions										
2012: Average Minutes of Delay Per Operation <sup>3/</sup>	10.7	1.2	1.2	3.9	2.2	1.2	1.9	N/A <sup>5/</sup>	N/A <sup>5/</sup>	
2012: Benefit Over No Action <sup>4/</sup>	N/A	9.5	9.5	6.8	8.5	9.5	8.8	N/A <sup>5/</sup>	N/A <sup>5/</sup>	
2020: Average Minutes of Delay Per Operation <sup>3/</sup>	26.2	3.1	3.1	3.1	4.7	3.1	5.0	1.2	1.5	
2020: Benefit Over No Action <sup>4/</sup>	N/A	23.1	23.1	23.1	21.5	23.1	21.2	25.0	24.7	
<b>Costs (Estimates in 2007 Dollars):</b>										
Construction	\$ -	\$ 637,680,200	\$ 641,098,000	\$ 641,098,000	\$ 485,191,000	\$ 610,715,300	\$ 137,694,800	\$ 749,687,200	\$ 607,855,700	
Airfield Design	\$ -	\$ 67,714,300	\$ 67,714,200	\$ 67,714,200	\$ 55,559,100	\$ 56,026,300	\$ 13,769,500	\$ 74,186,400	\$ 68,070,400	
Land Acquisitions & Facility Relocations <sup>5/</sup>	\$ -	\$ 101,337,700	\$ 101,337,700	\$ 101,337,700	\$ 101,337,700	\$ 93,410,800	\$ 383,217,700	\$ 473,361,400	\$ 419,639,300	
<b>Total Costs:</b>	\$ -	\$ 806,732,200	\$ 810,149,900	\$ 810,149,900	\$ 578,139,700	\$ 760,152,400	\$ 534,682,000	\$ 1,297,235,000	\$ 1,095,565,400	
<b>Benefit/Cost Ratio <sup>7/</sup></b>	N/A	1.87	1.87	1.66	3.21	1.99	2.95	1.31	2.10	
Evaluation period: 2007 - 2030 <sup>6/</sup>	N/A	3.75	3.75	3.42	5.08	3.99	5.08	3.17	4.01	

**NOTE:**

<sup>1/</sup> A sensitivity analysis was prepared for Alternative B4 for 2012 and 2020 conditions to determine the potential effect of pilot refusal to use the 6,001-foot runway. The analysis results, provided in the Final EIS, Appendix F, *Net Benefit Analysis*, Table F-19, shows the consequence of potential pilot refusal is an increase in delay from 2.2 to 3.1 minutes per aircraft in 2012. In 2020, the delay increases from 4.7 minutes to 10.2 minutes. See the Final EIS, Appendix F, *Net Benefit Analysis*, Section F.6.4 *Alternative B4 Sensitivity Analysis*.

**FOOTNOTES**

- <sup>1/</sup> Maximum capacity presents a condition of balanced arrival and departure demand, arrival peak, and departure peak. Practical capacity takes into consideration actual demand able to use available runways according to the aircraft types and runway length characteristics of each alternative.
  - <sup>2/</sup> VFR: Visual Flight Rules - Rules and procedures specified in Federal Aviation Regulations Part 91 for aircraft operations under visual conditions (i.e. "good" weather).
  - <sup>3/</sup> IFR: Instrument Flight Rules - Rules and procedures specified in Federal Aviation Regulations Part 91 for aircraft operations during flight in Instrument Meteorological Conditions (i.e. "poor" weather).
  - <sup>4/</sup> Average minutes of delay was calculated per operation using a queue modeling methodology. Demand, defined in terms of the number of arrivals and departures in five-minute intervals, was modeled against the estimated capacity of each alternative in VFR and IFR weather conditions for both east and west operating flows. See the Final EIS, Appendix F.5 *Demand/Capacity Analysis* and Table F-11 and Table F-12 in Appendix F *Net Benefit Analysis*.
  - <sup>5/</sup> Benefit over No-Action was computed by subtracting each alternative's delay from the delay resulting from the No Action Alternative.
  - <sup>6/</sup> Alternatives D1 and D2 would not be fully operational by 2012. In 2012 the noise impacts for Alternative D1 would be the same as Alternative B1b; and for Alternative D2 the noise impacts would be the same as Alternative B4.
  - <sup>7/</sup> For Alternatives B1, B1b, B1c, B5, and D1 the estimated land acquisition cost includes the full acquisition of the Hilton (former Wyndham) Hotel and the Dania Boat Sales. For Alternatives B4 and D2 the estimated land acquisition cost includes the full acquisition of the Dania Boat Sales. Alternative C1 does not require the acquisition of any land.
- This analysis quantifies the annual costs and benefits of each alternative through the year 2030. The net present value of costs and benefits was calculated and is expressed in 2007 dollars. Net present value of benefits divided by the net present value of costs yields a benefit/cost ratio that can be used to compare the relative benefit of each alternative. A ratio greater than one (1.0) indicates that the benefits yielded by the project outweigh the costs of developing the project.
- Ratio for 2006 - 2020 evaluation period indicates the project's ability to provide a positive return on investment over a shorter period of time (from the end of construction to 2020) while the 2030 ratio (evaluation period of 2006 - 2030) represents the benefits accrued over the life of the project (from the end of construction to 2030). These ratios provide a comparison of projects that differ significantly in terms of cost, time to be fully implemented, benefits in the near term, and ability to deliver benefits in the long-term.

Table 3  
SUMMARY OF ALTERNATIVES - ENVIRONMENTAL AND CUMULATIVE IMPACTS  
Fort Lauderdale-Hollywood International Airport

ENVIRONMENTAL CONSEQUENCES	ALTERNATIVE										CUMULATIVE		
	A	B1	B1B	B1C	B4	B5	C1	D1	D2				
<b>Air Quality</b>	Impact Would Not Exceed Standards (NAAQS) 1/	Impact Would Not Exceed Standards (NAAQS) 1/	Impact Would Not Exceed Standards (NAAQS) 1/	Impact Would Not Exceed Standards (NAAQS) 1/	Impact Would Not Exceed Standards (NAAQS) 1/	Impact Would Not Exceed Standards (NAAQS) 1/	Impact Would Not Exceed Standards (NAAQS) 1/	Impact Would Not Exceed Standards (NAAQS) 1/	Impact Would Not Exceed Standards (NAAQS) 1/	Impact Would Not Exceed Standards (NAAQS) 1/	Impact Would Not Exceed Standards (NAAQS) 1/	Impact Would Not Exceed Standards (NAAQS) 1/	No Significant Cumulative Impact
<b>Airport Noise Impacts Within 65+DNL</b>													
2023: Residential Dwelling Units 2/	13	632	652 4/	118 4/	372	840	29	N/A 3/	N/A 3/	N/A 3/	N/A 3/	N/A 3/	No Significant Cumulative Impact
Population (± of persons)	33	1,538	1,992 4/	285 4/	973	1,928	71	N/A 3/	N/A 3/	N/A 3/	N/A 3/	N/A 3/	No Significant Cumulative Impact
Noise Sensitive Facilities 3/	No Impact	No Impact	No Impact	No Impact	No Impact	No Impact	No Impact	No Impact	No Impact	No Impact	No Impact	No Impact	No Significant Cumulative Impact
Area of 65 DNL in Square Miles	5.0	5.6	5.6	5.6	5.3	5.6	4.9	N/A	N/A	N/A	N/A	N/A	No Significant Cumulative Impact
<b>2028:</b> Residential Dwelling Units 2/	696	1,046	1,051 4/	1,051 4/	477	1,260	285	801	303	303	303	303	No Significant Cumulative Impact
Population (± of persons)	1,772	2,447	2,472 4/	2,472 4/	1,492	4,235	717	1,926	789	789	789	789	No Significant Cumulative Impact
Noise-Sensitive Facilities 3/	No Impact	No Impact	No Impact	No Impact	No Impact	No Impact	No Impact	No Impact	No Impact	No Impact	No Impact	No Impact	No Significant Cumulative Impact
Area of 65 DNL in Square Miles	6.0	6.5	6.5	6.5	6.2	6.5	6.5	6.5	6.3	6.3	6.3	6.3	No Significant Cumulative Impact
<b>Compatible Land Uses/</b>	No Direct Impact	Acquire all or part of the Hilton Hotel and the Dania Boat Sales warehouse may be necessary for Land Use or Zoning.	Acquire all or part of the Hilton Hotel and the Dania Boat Sales warehouse may be necessary for Land Use or Zoning.	Acquire all or part of the Hilton Hotel and the Dania Boat Sales warehouse may be necessary for Land Use or Zoning.	Acquire all or part of the Hilton Hotel and the Dania Boat Sales warehouse may be necessary for Land Use or Zoning.	Acquire all or part of the Hilton Hotel and the Dania Boat Sales warehouse may be necessary for Land Use or Zoning.	Acquire all or part of the Hilton Hotel and the Dania Boat Sales warehouse may be necessary for Land Use or Zoning.	Acquire all or part of the Hilton Hotel and the Dania Boat Sales warehouse may be necessary for Land Use or Zoning.	Acquire all or part of the Hilton Hotel and the Dania Boat Sales warehouse may be necessary for Land Use or Zoning.	Acquire all or part of the Hilton Hotel and the Dania Boat Sales warehouse may be necessary for Land Use or Zoning.	Acquire all or part of the Hilton Hotel and the Dania Boat Sales warehouse may be necessary for Land Use or Zoning.	Acquire all or part of the Hilton Hotel and the Dania Boat Sales warehouse may be necessary for Land Use or Zoning.	No Significant Cumulative Impact
<b>Water Quality</b>	Impact Would Not Exceed Standards	Impact Would Not Exceed Standards	Impact Would Not Exceed Standards	Impact Would Not Exceed Standards	Impact Would Not Exceed Standards	Impact Would Not Exceed Standards	Impact Would Not Exceed Standards	Impact Would Not Exceed Standards	Impact Would Not Exceed Standards	Impact Would Not Exceed Standards	Impact Would Not Exceed Standards	Impact Would Not Exceed Standards	No Significant Cumulative Impact
<b>Wetlands</b>	No Impact	Direct Impact to 15.17 acres	Direct Impact to 15.41 acres	Direct Impact to 15.41 acres	Direct Impact to 15.41 acres	Direct Impact to 15.41 acres	Direct Impact to 15.40 acres	Direct Impact to 21.87 acres	Direct Impact to 15.54 acres	Direct Impact to 15.54 acres	Direct Impact to 15.54 acres	Direct Impact to 15.54 acres	No Significant Cumulative Impact
<b>Floodplains</b>	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Cumulative Impact
<b>Coastal Resources</b>	Consistent with FCPMP 6/	Consistent with FCPMP 6/	Consistent with FCPMP 6/	Consistent with FCPMP 6/	Consistent with FCPMP 6/	Consistent with FCPMP 6/	Consistent with FCPMP 6/	Consistent with FCPMP 6/	Consistent with FCPMP 6/	Consistent with FCPMP 6/	Consistent with FCPMP 6/	Consistent with FCPMP 6/	No Significant Cumulative Impact
<b>Fish, Wildlife, &amp; Plants</b>	No Impact	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	No Significant Cumulative Impact
<i>Federally-Listed Species &amp; Critical Habitats</i>	No Impact	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	No Significant Cumulative Impact
West Indian Manatee	No Impact	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	No Significant Cumulative Impact
Wood Stork	No Impact	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	No Significant Cumulative Impact
Smallcooth Sawfish	No Impact	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	May affect, but not likely to adversely affect	No Significant Cumulative Impact
Johnson's Seagrass	No Impact	No Impact	No Impact	No Impact	No Impact	No Impact	No Impact	No Impact	No Impact	No Impact	No Impact	No Impact	No Significant Cumulative Impact
<b>State-Listed Species</b>	No Impact	Surveys for Florida Burrowing Owl would be conducted prior to initiating construction	Surveys for Florida Burrowing Owl would be conducted prior to initiating construction	Surveys for Florida Burrowing Owl would be conducted prior to initiating construction	Surveys for Florida Burrowing Owl would be conducted prior to initiating construction	Surveys for Florida Burrowing Owl would be conducted prior to initiating construction	Surveys for Florida Burrowing Owl would be conducted prior to initiating construction	Surveys for Florida Burrowing Owl would be conducted prior to initiating construction	Surveys for Florida Burrowing Owl would be conducted prior to initiating construction	Surveys for Florida Burrowing Owl would be conducted prior to initiating construction	Surveys for Florida Burrowing Owl would be conducted prior to initiating construction	Surveys for Florida Burrowing Owl would be conducted prior to initiating construction	No Significant Cumulative Impact
<b>Essential Fish Habitat</b>	No Impact	No Significant Affect	No Significant Affect	No Significant Affect	No Significant Affect	No Significant Affect	No Significant Affect	No Significant Affect	No Significant Affect	No Significant Affect	No Significant Affect	No Significant Affect	No Significant Cumulative Impact
<b>Hazardous Materials</b>	No Impact	Minimal Impact	Minimal Impact	Minimal Impact	Minimal Impact	Minimal Impact	Minimal Impact	Minimal Impact	Minimal Impact	Minimal Impact	Minimal Impact	Minimal Impact	No Significant Cumulative Impact
<b>Solid Waste</b>	No Significant Increase	No Significant Increase	No Significant Increase	No Significant Increase	No Significant Increase	No Significant Increase	No Significant Increase	No Significant Increase	No Significant Increase	No Significant Increase	No Significant Increase	No Significant Increase	No Significant Cumulative Impact
<b>Socioeconomic, Environmental Justice, &amp; Children's Health &amp; Safety</b>	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Cumulative Impact
<b>Secondary (Induced) and Infrastructure</b>	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Cumulative Impact
<i>Surface Transportation</i>	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Cumulative Impact
<i>Economic Impact: Final Demand Employment Associated with Construction Spending for All Industries in Region</i>	Not applicable due to no construction activity	Positive	Positive	Positive	Positive	Positive	Positive	Positive	Positive	Positive	Positive	Positive	No Significant Cumulative Impact
<i>Public Services</i>	No Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Cumulative Impact
<b>Light Emissions &amp; Visual Impacts</b>	No Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Impact	No Significant Cumulative Impact
<b>Natural Resources and Energy</b>	No Adverse Affect	No Adverse Affect	No Adverse Affect	No Adverse Affect	No Adverse Affect	No Adverse Affect	No Adverse Affect	No Adverse Affect	No Adverse Affect	No Adverse Affect	No Adverse Affect	No Adverse Affect	No Adverse Cumulative Affect
<b>Construction</b>	No Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	No Adverse Cumulative Affect
<b>Noise</b>	No Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	No Adverse Cumulative Affect
<b>Air Quality</b>	No Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	No Adverse Cumulative Affect
<b>Water Quality</b>	No Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	No Adverse Cumulative Affect
<b>Surface Transportation</b>	No Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	Temporary Impact	No Adverse Cumulative Affect

**Table 3**  
**SUMMARY OF ALTERNATIVES - ENVIRONMENTAL AND CUMULATIVE IMPACTS**  
**Fort Lauderdale-Hollywood International Airport**

**FOOTNOTES**

- 1/ NAAQS: National Ambient Air Quality Standards, established by the U.S. Environmental Protection Agency
- 2/ Includes single-family homes, multi-family units, and mobile homes.
- 3/ Includes schools, churches, nursing homes, and libraries
- 4/ Alternative B1b, the FAA's Preferred Alternative (B1b), has the same physical alignment, design and configuration as Alternative B1c, the Airport Sponsor's Proposed Action. However, Alternative B1c considers the implementation of the operational noise abatement actions described in the County's Airfield Development Program Objective Statement (October 26, 2004), which would limit the use of Runway 9R/27L in 2012. As a matter of policy, the FAA will not consider the approval of a runway development project with noise abatement runway use procedures that would limit its capacity in the opening year without a study of alternative noise abatement measures such as required under 14 CFR Part 150. The FAA's Preferred Alternative (B1b) does not include any operational noise abatement actions that would limit the use of Runway 9R/27L. Broward County has interpreted that the operational noise abatement would result in the acquisition or taking of a property, and/or require a change in land use/zoning.
- 5/ For Compatible Land Use, the runway development alternatives were examined to determine whether the proposed airport improvements
- 6/ FCHP: Florida Coastal Management Program

Source: Landrum & Brown, 2008

\* \* \* \* \*

**Alternative A (No Action):** In terms of all weather hourly averages, Alternative A would provide a practical capacity of 84 operations apart from its maximum capacity of 113 operations. Alternative A would have 10.7 average minutes of delay per operation in 2012; and 26.2 average minutes of delay per operation in 2020.

Based on the EIS tenant relocation analysis, the airport contains an estimated 363 acres of property and tenant leasehold facilities<sup>59</sup> outside of the central terminal complex. There would be no displacement of facilities with the No Action alternative. There would be 234.9 acres of airport land available for future development, including 83.9 acres available for future airside development.<sup>60</sup> The 234.9 acres includes available airport property west of I-95.

Alternative A would exceed the 24-hour PM2.5 National Ambient Air Quality Standard (NAAQS) in 2012 and 2020. Alternative A would not exceed the NAAQS for any other criteria pollutants in 2012 and 2020. In terms of noise exposure for 2012, there would be 13 residential dwelling units with a total population of 33 within the 65 Day-Night Average Sound Level (DNL) noise contour. No noise-sensitive public facilities (i.e. churches, schools, hospitals, nursing homes, libraries) are located within the 65 DNL noise contour in 2012. In terms of noise exposure for 2020, there would be 696 residential dwelling units with a total population of 1,772 within the 65 DNL noise contour. No noise-sensitive public facilities are located within the 65 DNL noise contour in 2020. Because there is no development or construction, no off-airport property would be acquired; and there would be no changes to land use planning and zoning.

No historic properties or archaeological sites would be affected. There would be no impact to Section 4(f) or Section 6(f) resources. Water quality standards would not be exceeded. There would be no impact to wetlands. There would be no significant impact to floodplains. This alternative would be consistent with the Florida Coastal Management Program. There would be no impacts to federally-listed species and critical habitats. There would be no impact to state-listed species. There would be no impact to essential fish habitat. There are no wild and scenic rivers or farmlands in the Study Area, therefore, there are no impacts under the No Action or any of the development alternatives.

There would be no impact to areas of known hazardous waste contamination. There would be no significant increase in solid waste. Land acquisition would not be necessary; therefore, there would be no residential or business relocations, no change to local traffic patterns, and no loss in community tax base.

<sup>59</sup> See the Final EIS Appendix E, Table E.1-7 FLL *Tenant Leasehold Impact Summary (Non-Terminal Impacts)* for a list of these airport and tenant facilities and Exhibit E.1-11 *Existing Tenant Leasehold Summary*. These facilities include general aviation (GA) and fixed base operators (FBO), cargo/warehouse facilities, office buildings, parking facilities, Broward County facilities, and vacant undeveloped airport property. The 363.3 acres are located on airport property east of Interstate 95.

<sup>60</sup> See this ROD, Appendix C, revised Table E.1-8 *Tenant Facility Relocation Summary (acres)*, Alternative A.

There would be no disproportionate impact to minority or low-income communities and no effects on children's health and safety. For secondary induced impacts, there would be no impact to surface transportation infrastructure, no economic affect due to construction spending and activities, and no impact on public services. There would be no visual impact due to light emissions. There would be no adverse affect on energy supply/natural resources. There would be no construction impact.

Alternative A would not result in any significant direct, indirect, or cumulative impacts or affects for any of the environmental impact categories, except for air quality.

**Alternative B1: redevelop and extend existing Runway 9R/27L to an 8,600-foot by 150-foot elevated runway.** Alternative B1 would improve capacity and reduce delays in comparison to Alternative A. Alternative B1 would provide a maximum and practical all weather average hourly capacity of 107 operations. Alternative B1 would have 1.2 average minutes of delay per operation in 2012; and 3.1 average minutes of delay per operation in 2020.

Based on the EIS tenant relocation analysis, the airport contains an estimated 363 acres of property and tenant leasehold facilities<sup>61</sup> outside of the central terminal complex. The Alternative B1 airfield configuration would displace 18.6 acres (five percent) of these existing facilities. After development of the new runway and associated facilities, there would be 134.6 acres of airport land available for future facility development, including 39.4 acres available for future airside development.<sup>62</sup>

Alternative B1 would improve air quality in comparison to Alternative A, the No Action Alternative. Although emissions of certain pollutants would increase temporarily during construction, Alternative B1 would not cause exceedances of the NAAQS. The concentrations of the criteria pollutants under Alternative B1 would be less than those under the No Action Alternative for both 2012 and 2020. In terms of noise exposure for 2012, there would be 632 residential dwelling units with a total population of 1,538 within the 65 DNL noise contour. No noise-sensitive public facilities (i.e. churches, schools, hospitals, nursing homes, libraries) are located within the 65 DNL noise contour in 2012. In terms of noise exposure for 2020, there would be 1,046 residential dwelling units with a total population of 2,447 within the 65 DNL noise contour. No noise-sensitive public facilities are located within the 65 DNL noise contour in 2020. There would be off-airport property impacts due to the required acquisition of all or a portion of the Hilton (formerly the Wyndham) Fort Lauderdale Airport Hotel and the Dania Boat Sales. This alternative would not require a land use or zoning change and would be consistent with current local land use and zoning documents.

<sup>61</sup> See the Final EIS Appendix E, Table E.1-7 FLL *Tenant Leasehold Impact Summary (Non-Terminal Impacts)* for a list of these airport and tenant facilities and Exhibit E.1-11 *Existing Tenant Leasehold Summary*. These facilities include general aviation (GA) and fixed base operators (FBO), cargo/warehouse facilities, office buildings, parking facilities, Broward County facilities, and vacant undeveloped airport property.

<sup>62</sup> See this ROD, Appendix C, revised Table E.1-8 *Tenant Facility Relocation Summary (acres)*, Alternative B1.

No historic properties or archaeological sites would be affected. There would be no impact to Section 4(f) or Section 6(f) resources. Water quality standards would not be exceeded. There would be 15.17 acres of impacts to wetlands; this includes 2.81 acres of mangrove wetlands.<sup>63</sup> There would be no significant impact to floodplains. This alternative would be consistent with the Florida Coastal Management Program. There are no wild and scenic rivers or farmlands in the Study Area, therefore, there are no impacts. This alternative "may affect but is not likely to adversely affect" three federally-listed species: the West Indian Manatee, the wood stork, and the smalltooth sawfish. Surveys for one state-listed species, the Florida Burrowing Owl, would be conducted prior to initiating construction activities. There would be no significant affect to essential fish habitat.

There would be minimal impact to areas of known hazardous waste contamination. There would be no significant increase in solid waste. The acquisition of all or a portion of the Hilton (formerly the Wyndham) Fort Lauderdale Airport Hotel and the

Dania Boat Sales properties would be required. No residential land acquisition would be necessary. There would be no significant impact to local traffic patterns, and no significant loss in community tax base.

There would be no disproportionate impact to minority or low-income communities and no effects on children's health and safety. For secondary induced impacts, there would be no significant impact to surface transportation infrastructure, a positive economic affect due to construction spending and activities, and no significant impact on public services. There would be no significant visual impact due to light emissions. There would be no adverse affect on energy supply/natural resources. There would be temporary construction impacts.

Alternative B1 would not result in any significant direct, indirect, or cumulative impacts for any of the environmental impact categories.

**Alternative B1b (FAA's Preferred Alternative): redevelop and extend existing Runway 9R/27L to an 8,000-foot by 150-foot elevated runway with EMAS** (see Exhibit 1 *FAA's Preferred Alternative (B1b)*). Alternative B1b would provide the same operational and delay benefits as Alternative B1. Alternative B1b would provide a maximum and practical all weather average hourly capacity of 107 operations. It would have 1.2 average minutes of delay per operation in 2012; and 3.1 average minutes of delay per operation in 2020.

Based on the EIS tenant relocation analysis, the airport contains an estimated 363 acres of airport properties and tenant leasehold facilities<sup>64</sup> outside of the central terminal complex. The Alternative B1b airfield configuration would displace

<sup>63</sup> Mangrove wetlands are considered to be a higher quality wetland, and therefore, are identified and considered independently of total wetland acreage.

<sup>64</sup> See the Final EIS Appendix E, Table E.1-7 *FLL Tenant Leasehold Impact Summary (Non-Terminal Impacts)* for a list of these airport and tenant facilities and Exhibit E.1-11 *Existing Tenant Leasehold Summary*. These facilities include general aviation (GA) and fixed base operators (FBO), cargo/warehouse facilities, office buildings, parking facilities, Broward County facilities, and vacant undeveloped airport property.



the same percentage of existing facilities and, after development of the new runway and associated facilities, would have the same acreage of land available, including land for airside development, as Alternative B1.<sup>65</sup>

Alternative B1b would have slightly different noise and wetland impacts than Alternative B1. In terms of noise exposure for 2012, there would be 652 residential dwelling units with a total population of 1,593 within the 65 DNL noise contour. No noise-sensitive public facilities (i.e. churches, schools, hospitals, nursing homes, libraries) are located within the 65 DNL noise contour in 2012. In terms of noise exposure for 2020, there would be 1,051 residential dwelling units with a total population of 2,472 within the 65 DNL noise contour. No noise-sensitive public facilities are located within the 65 DNL noise contour in 2020.

There would be 15.41 acres of impacts to wetlands; this includes 3.05 acres of mangrove wetlands.<sup>66</sup> However, air quality, off-airport property impacts due to acquisition, land use and zoning, historic and archeological, Section 4(f) and 6(f) resource, water quality, floodplain, coastal zone, federally and state-listed species, essential fish habitat, hazardous waste, solid waste, land acquisition, local traffic patterns, community tax base, environmental justice, children's health and safety, surface transportation infrastructure, economic affects, public services, visual and light emission, energy supply/natural resources, and temporary construction impacts for Alternative B1b are like those of Alternative B1. As noted above, there are no wild and scenic rivers or farmlands in the Study Area, therefore, there are no impacts. Alternative B1b would not result in any significant direct, indirect, or cumulative impacts for any of the environmental impact categories.

**Alternative B1c (Airport Sponsor's Proposed Action): Redevelop and extend existing Runway 9R/27L to an 8,000-foot by 150-foot elevated runway with EMAS; includes the implementation of the operational noise abatement actions in 2012. Broward County has interpreted that the operational noise abatement actions would no longer be in place by 2020.<sup>67</sup>**

Alternative B1c provides the same operational and delay benefits as B1 and B1b except that average minutes of delay in 2012 are higher due to the imposed runway use limitations required by the Airport Sponsor for this alternative. Alternative B1c would provide a maximum and practical all weather average hourly capacity of 107 operations. Alternative B1c would have 3.9 average minutes of delay per operation in 2012; and 3.1 average minutes of delay per operation in 2020.

<sup>65</sup> See this ROD, Appendix C, revised Table E.1-8 *Tenant Facility Relocation Summary (acres)*, Alternative B1b/B1c.

<sup>66</sup> The installation of the runway approach lights and associated access roads would impact 0.20 acres of W-25a and 0.18 acres to W-25b for Alternative B1b while Alternative B1 only impacts 0.14 acres of W-25a.

<sup>67</sup> Memorandum from Max Wolfe/Eric Bernhardt, Leigh Fisher Associates (now Jacobs Consultancy), to Virginia Lane, AICP, Environmental Specialist, Federal Aviation Administration. Subject: Sponsor's Proposed Project Operational Assumptions. Dated: August 22, 2006/Revised: August 24, 2006.

Based on the EIS tenant relocation analysis, the airport contains an estimated 363 acres of airport properties and tenant leasehold facilities<sup>68</sup> outside of the central terminal complex. The Alternative B1c airfield configuration would have identical impacts to Alternatives B1 and B1b in this area.<sup>69</sup>

Alternative B1c includes short term runway use limitations that would result in fewer significant noise impacts than Alternatives B1 and B1b in 2012. However, its noise impacts in 2020 and other environmental impacts are otherwise identical to those of Alternative B1b. In terms of noise exposure for 2012, there would be 118 residential dwelling units with a total population of 285 within the 65 DNL noise contour. No noise-sensitive public facilities (i.e. churches, schools, hospitals, nursing homes, libraries) are located within the 65 DNL noise contour in 2012.

Alternative B1c would not result in any significant direct, indirect, or cumulative impacts for any of the environmental impact categories.

**Alternative B4: Build a new 6,001-foot at grade runway with EMAS located 340 feet north of existing south runway (to replace existing Runway 9R/27L). Runway 13/31 would remain open.** Like Alternatives B1, B1b, and B1c, Alternative B4 would provide a maximum and practical all weather average hourly capacity of 107 operations. Alternative B4 would have 2.2 average minutes of delay per operation in 2012; and 4.7 average minutes of delay per operation in 2020. However, Alternative B4 is the only alternative whose relatively short runway length could cause airlines and pilots to decide to wait to use the longer runway "pilot refusals", rather than accept a "payload penalty."<sup>70</sup>

FAA conducted additional delay analysis for this alternative in response to comments from the Airport Sponsor and airlines about the 6,001-foot runway length. During the EIS process, the Airport Sponsor and several airlines that operate at FLL raised concerns<sup>71,72</sup> about the length of the Alternative B4 runway

<sup>68</sup> See the Final EIS Appendix E, Table E.1-7 FLL *Tenant Leasehold Impact Summary (Non-Terminal Impacts)* for a list of these airport and tenant facilities and Exhibit E.1-11 *Existing Tenant Leasehold Summary*. These facilities include general aviation (GA) and fixed base operators (FBO), cargo/warehouse facilities, office buildings, parking facilities, Broward County facilities, and vacant undeveloped airport property.

<sup>69</sup> See this ROD, Appendix C, revised Table E.1-8 *Tenant Facility Relocation Summary (acres)*, Alternative B1b/B1c.

<sup>70</sup> Pilot refusals refer to when the pilot in command of an aircraft requests from Air Traffic Control to use a different runway than the one assigned by Air Traffic Control. Payload penalty refers to when an aircraft must reduce the number of passengers, cargo, or fuel that it carries in order to not exceed the maximum weight allowed to take off from a specific runway length. A reduction of passengers or cargo results in reduced revenues. A reduction in fuel results in less distance flown, thus it results in limitations on the markets that can be reached. See Appendix F, *Net Benefits Analysis* Section F.6.4 *Alternative B4 Sensitivity Analysis*.

<sup>71</sup> During the EIS process Broward County raised concerns with the length of the runway in Alternative B4 and the potential necessity for payload penalties on aircraft operations. Therefore, the FAA conducted a sensitivity analysis on Alternative B4 to determine the impact estimated pilot refusals, caused by potential payload penalties, would have on delay. The FAA also received comments on the Draft EIS from several airlines expressing this concern with Alternative B4.

<sup>72</sup> "SWA does not support Option B4 since it is the shortest extension scenario and will not provide any payload benefit." Email to Virginia Lane, FAA Orlando Airports District Office, From: Craig Aldinger, Flight Operations Engineer, Southwest Airlines, Co. Dated: May 1, 2007. (See the Final EIS, Appendix P, Comment Code: EC015).

"Delta strongly opposes the B4 alternative as its length combined with significant obstructions will greatly restrict operating capacity, thus, receiving only a small percentage of utilization by Delta

and the potential necessity for payload penalties on aircraft operations. Therefore, the FAA conducted a sensitivity analysis on Alternative B4 operations to determine the impact on delay of potential pilot refusals.

A sensitivity analysis was conducted for Alternative B4 for 2012 and 2020 conditions to determine the potential effect of pilot refusal to use the 6,001-foot runway. The sensitivity analysis assumed that approximately 48 departures (in 2012) and 81 departures (in 2020) going to long-haul destinations, defined as destinations that are 1,000 miles or more from FLL would have to take a payload penalty to use the shorter 6,001-foot south runway. The payload penalty would translate into a reduction of passengers and cargo on these flights. To avoid reducing passengers and cargo, pilots would elect to request the longer Runway 9L/27R for departure. Therefore, the sensitivity analysis assigned 48 departures (in 2012) and 81 departures (in 2020) to the longer north runway to avoid reducing payload. Some flights were reassigned from the north runway to the south runway to avoid an imbalance in runway use due to this assumption. The analysis results, provided in the Final EIS, Appendix F *Net Benefit Analysis*, Table F-19, shows the consequence of potential pilot refusal is an increase in delay from 2.2 to 3.1 minutes per aircraft in 2012. In 2020, the delay increases from 4.7 minutes to 10.2 minutes.<sup>73</sup> See the Final EIS, Appendix F *Net Benefit Analysis*, Section F.6.4 *Alternative B4 Sensitivity Analysis*.

Based on the EIS tenant relocation analysis, the airport contains an estimated 363 acres of airport properties and tenant leasehold facilities<sup>74</sup> outside of the central terminal complex. Although the Alternative B4 airfield configuration would displace more facilities than the B1, B1b, and B1c alternatives, there would be more airport property available for future development. It would displace 27.6 acres (eight percent) of the existing facilities but after development of the new runway and associated facilities, there would be 199 acres of airport land available for future facility development, including 65.9 acres available for airside development.<sup>75</sup>

Alternative B4 would have fewer noise impacts in 2012 than Alternatives B1 and B1b, but not Alternative B1c. It would have fewer noise impacts than Alternative B1c in 2020. The impacts of Alternative B4 would be less than Alternatives B1, B1b, and B1c in three other impact categories: off-airport property impacts due to

---

Air Lines." Letter to Virginia Lane, FAA Orlando Airports District Office, From: D. Carlos Phillips, Engineer-Technical Development Flight Operations Engineering, Delta Air Lines, Inc. Dated: May 1, 2007. (See the Final EIS, Appendix P, Comment Code: EC017).

"While the 6,000 foot runway, 9R/27L is adequate for our mainline aircraft, it would not be the preferred option within our pilot group." Letter to Virginia Lane, FAA Orlando Airports District Office, From: Chuck Allen, Director-Corporate Affairs, US Airways. Dated: May 21, 2007. (See the Final EIS, Appendix P, Comment Code: LC102)

<sup>73</sup> Even a conservative pilot refusal rate of 80 departures per day would result in delay over 10 minutes by 2020 according to the sensitivity analysis. See the Final EIS Appendix F *Net Benefits Analysis*, Section F.6.4 *Alternative B4 Sensitivity Analysis*.

<sup>74</sup> See the Final EIS Appendix E, Table E.1-7 *FLL Tenant Leasehold Impact Summary (Non-Terminal Impacts)* for a list of these airport and tenant facilities and Exhibit E.1-11 *Existing Tenant Leasehold Summary*. These facilities include general aviation (GA) and fixed base operators (FBO), cargo/warehouse facilities, office buildings, parking facilities, Broward County facilities, and vacant undeveloped airport property.

<sup>75</sup> See this ROD, Appendix C, revised Table E.1-8 *Tenant Facility Relocation Summary (acres)*, Alternative B4.

acquisition, wetlands, and federally-listed species. In terms of noise exposure for 2012, there would be 372 residential dwelling units with a total population of 973 within the 65 DNL noise contour. No noise-sensitive public facilities (i.e. churches, schools, hospitals, nursing homes, libraries) are located within the 65 DNL noise contour in 2012. In terms of noise exposure for 2020, there would be 477 residential dwelling units with a total population of 1,492 within the 65 DNL noise contour. No noise-sensitive public facilities are located within the 65 DNL noise contour in 2020. There would be off-airport property impacts if the partial acquisition of the Dania Boat Sales is necessary.

There would be 0.13 acres of impacts to wetlands; all of which are mangrove wetlands. This alternative "may affect but is not likely to adversely affect" two federally-listed species; the West Indian Manatee and the wood stork.

Environmental impacts of Alternative B4 would otherwise be similar to those of Alternatives B1, B1b, and B1c. Alternative B4 would not result in any significant direct, indirect, or cumulative impacts for any of the environmental impact categories.

**Alternative B5: build a 7,800-foot elevated runway with EMAS located 320 feet south of existing south runway (to replace existing Runway 9R/27L).** Like Alternatives B1, B1b, B1c, and B4, Alternative B5 would provide a maximum and practical all weather average hourly capacity of 107 operations. It would have 1.2 average minutes of delay per operation in 2012; and 3.1 average minutes of delay per operation in 2020.

Based on the EIS tenant relocation analysis, the airport contains an estimated 363 acres of airport properties and tenant leasehold facilities<sup>76</sup> outside of the central terminal complex. The Alternative B5 airfield configuration would displace slightly fewer facilities and leave more property available for airside development than Alternatives B1, B1b and B1c. It would displace 15.4 acres (four percent) of the existing facilities. After development of the new runway and associated facilities, there would be 98.9 acres of airport land available for future facility development, including 42.6 acres available for airside development.<sup>77</sup>

Alternative B5 would have environmental impacts similar to those of Alternatives B1, B1b, and B1c, except in the areas of noise, wetlands, federally-listed species, and off airport property impacts. Impacts for these categories would be greater with Alternative B5. In terms of noise exposure for 2012, there would be 840 residential dwelling units with a total population of 1,928 within the 65 DNL noise contour. No noise-sensitive public facilities (i.e. churches, schools, hospitals, nursing homes, libraries) are located within the 65 DNL noise contour in 2012. In terms of noise exposure for 2020, there would be 1,260 residential dwelling units with a total population of 4,235 within the 65 DNL noise contour. No noise-

<sup>76</sup> See the Final EIS Appendix E, Table E.1-7 FLL *Tenant Leasehold Impact Summary (Non-Terminal Impacts)* for a list of these airport and tenant facilities and Exhibit E.1-11 *Existing Tenant Leasehold Summary*. These facilities include general aviation (GA) and fixed base operators (FBO), cargo/warehouse facilities, office buildings, parking facilities, Broward County facilities, and vacant undeveloped airport property.

<sup>77</sup> See this ROD, Appendix C, revised Table E.1-8 *Tenant Facility Relocation Summary (acres)*, Alternative B5.

sensitive public facilities are located within the 65 DNL noise contour in 2020. There would be 21.67 acres of impacts to wetlands; this includes 2.85 acres of mangrove wetlands. There would be no significant impact to floodplains. This alternative "may affect but is not likely to adversely affect" four federally-listed species: the West Indian Manatee, the wood stork, the smalltooth sawfish, and Johnson's Seagrass.

The acquisition of all of the Hilton (formerly the Wyndham) Fort Lauderdale Airport Hotel and the Dania Boat Sales properties would be required. Alternative B5 would not result in any significant direct, indirect, or cumulative impacts for any of the environmental impact categories.

**Alternative C1: Build a 7,721-foot at grade runway located 850 feet north of existing Runway 9L/27R (a dependent parallel runway to existing Runway 9L/27R).** Like Alternative A, Alternative C1 has a practical all weather average hourly capacity much lower than its maximum all weather average hourly capacity. Alternative C1 would provide a practical hourly capacity of 101 operations in comparison to a maximum capacity of 131 operations because no improvements would be made to Runway 9R/27L and the north airfield parallel runway system would operate as a dependent runway system. Alternative C1 would have 1.9 average minutes of delay per operation in 2012; and 5.0 average minutes of delay per operation in 2020. Other than Alternative A and Alternative B4, Alternative C1 has the highest level of delay in 2020.

Based on the EIS tenant relocation analysis, the airport contains an estimated 363 acres of airport properties and tenant leasehold facilities<sup>78</sup> outside of the central terminal complex. The Alternative C1 airfield configuration would displace almost three-quarters of the existing tenant leasehold acreage, leaving a little more than half the amount of land available for future development under Alternatives B1, B1b, and B1c, including approximately one-fifth the amount available for airside development under these alternatives. It would displace 261.5 acres (72 percent) of these existing facilities. After development of the new runway and associated facilities, there would be 71.9 acres of airport land available for future facility development, including 8.2 acres available for airside development.<sup>79</sup>

The environmental impacts of Alternative C1 would be similar to those of Alternatives B1, B1b, and B1c, except for noise, off-airport property impacts, wetlands, and federally-listed species. Impacts for these categories would be significantly less with Alternative C1 than with Alternative B1, B1b, and B1c. In terms of noise exposure for 2012, there would be 28 residential dwelling units with a total population of 71 within the 65 DNL noise contour. No noise-sensitive public facilities (i.e. churches, schools, hospitals, nursing homes, libraries) are located within the 65 DNL noise contour in 2012. In terms of noise exposure for 2020, there would be 285 residential dwelling units with a total population of

<sup>78</sup> See the Final EIS Appendix E, Table E.1-7 *FLL Tenant Leasehold Impact Summary (Non-Terminal Impacts)* for a list of these airport and tenant facilities and Exhibit E.1-11 *Existing Tenant Leasehold Summary*. These facilities include general aviation (GA) and fixed base operators (FBO), cargo/warehouse facilities, office buildings, parking facilities, Broward County facilities, and vacant undeveloped airport property.

<sup>79</sup> See this ROD, Appendix C, revised Table E.1-8 *Tenant Facility Relocation Summary (acres)*, Alternative C1.

717 within the 65 DNL noise contour. No-noise-sensitive public facilities are located within the 65 DNL noise contour in 2020. The development and construction of Alternative C1 would not cause any off-airport property impacts because the airport sponsor would not need to acquire any land from off-airport businesses.

There would be 15.40 acres of impacts to wetlands;<sup>80</sup> no mangrove wetlands would be impacted. This alternative "may affect but is not likely to adversely affect" one federally-listed species, the wood stork.

Alternative C1 would not result in any significant direct, indirect, or cumulative impacts for any of the environmental impact categories.

**Alternative D1: redevelop and extend existing Runway 9R/27L to 8,000 feet and build a new 7,721-foot runway north of existing Runway 9L/27R (combination of Alternatives B1b and C1).** Alternative D1 would provide substantially greater maximum and practical all weather average hourly capacity of 128 operations, compared to all other alternatives, except for Alternative D2. Alternative D1 would have the same average minutes of delay per operation as Alternative B1, B1b, and B5 in 2012 – 1.2 average minutes of delay per operation; this alternative would not be fully operational in 2012. In 2020, Alternative D1 would have fewer minutes of delay than any other alternative, 1.2 average minutes of delay per operation.

Based on the EIS tenant relocation analysis, the airport contains an estimated 363 acres of airport properties and tenant leasehold facilities<sup>81</sup> outside of the central terminal complex. Like Alternative C1, the Alternative D1 airfield configuration would displace approximately three-quarters of existing facilities. It would displace 269.8 acres (74 percent) of these existing facilities. After development of the new runway and associated facilities, there would be a deficit of 32.8 acres of airport land available for future facility development.<sup>82</sup> D1 would result in a deficiency of 32.4 acres of airport property available for existing airside tenants (accessible by aircraft).

This alternative would not be fully operational by 2012; the 2012 noise impacts to residential dwelling units would be the same as Alternative B1b. In terms of noise exposure for 2012, there would be 652 residential dwelling units with a total population of 1,593 within the 65 DNL noise contour. No noise-sensitive public facilities (i.e. churches, schools, hospitals, nursing homes, libraries) are located within the 65 DNL noise contour in 2012. In terms of noise exposure for 2020, there would be 801 residential dwelling units with a total population of 1,926 within the 65 DNL noise contour. No noise-sensitive public facilities are located within the 65 DNL noise contour in 2020.

<sup>80</sup> The 15.40 acres of impacts to wetlands are due to airport and tenant facility relocations. It may be possible, with further planning, design, and engineering, that these relocated facilities could be relocated on airport property to avoid impacts to wetlands.

<sup>81</sup> See the Final EIS Appendix E, Table E.1-7 FLL *Tenant Leasehold Impact Summary (Non-Terminal Impacts)* for a list of these airport and tenant facilities and Exhibit E.1-11 *Existing Tenant Leasehold Summary*. These facilities include general aviation (GA) and fixed base operators (FBO), cargo/warehouse facilities, office buildings, parking facilities, Broward County facilities, and vacant undeveloped airport property.

<sup>82</sup> See this ROD, Appendix C, revised Table E.1-8 *Tenant Facility Relocation Summary (acres)*, Alternative D1

There would be 21.87 acres of impacts to wetlands; this includes 3.05 acres of mangrove wetlands. The remaining environmental impacts would be essentially the same as those of Alternatives B1 and B1b.

Alternative D1 would not result in any significant direct, indirect, or cumulative impacts for any of the environmental impact categories.

**Alternative D2: build a new 6,001-foot at grade runway with EMAS located 340 feet north of existing south runway and build a 7,721-foot at grade runway located 850 feet north of existing Runway 9L/27R (combination of Alternatives B4 and C1).** Alternative D2 would provide the same operational capacity benefits as Alternative D1; maximum and practical all weather average hourly capacity of 128 operations. Alternative D2 would have the same average minutes of delay per operation as Alternative B4 in 2012 – 2.2 average minutes of delay per operation; this alternative would not be fully operational in 2012. In 2020, Alternative D2 would have 1.5 average minutes of delay per operation.

Based on the EIS tenant relocation analysis, the airport contains an estimated 363 acres of airport properties and tenant leasehold facilities<sup>83</sup> outside of the central terminal complex. The Alternative D2 airfield configuration would displace slightly more facilities than Alternative D1; 280.5 acres (77 percent) of existing facilities. After development of the new runway and associated facilities, there would be 35.8 acres of non-airside property available for future development, however, there is a deficit of 8.2 acres of airport property available for existing airside access by aircraft.<sup>84</sup>

This alternative would not be fully operational by 2012; therefore the 2012 noise impacts to residential dwelling units would be the same as Alternative B4. In terms of noise exposure for 2012, there would be 372 residential dwelling units with a total population of 973 within the 65 DNL noise contour. No noise-sensitive public facilities (i.e. churches, schools, hospitals, nursing homes, libraries) are located within the 65 DNL noise contour in 2012. In terms of noise exposure for 2020, there would be 303 residential dwelling units with a total population of 789 within the 65 DNL noise contour. No noise-sensitive public facilities are located within the 65 DNL noise contour in 2020.

There would be 15.54 acres of impacts to wetlands; this includes 0.14 acres of mangrove wetlands. Except for noise and wetlands discussed above, the environmental impacts of Alternative D2 would be like those of Alternative B4.

Alternative D2 would not result in any significant direct, indirect, or cumulative impacts for any of the environmental impact categories.

<sup>83</sup> See the Final EIS Appendix E, Table E.1-7 FLL *Tenant Leasehold Impact Summary (Non-Terminal Impacts)* for a list of these airport and tenant facilities and Exhibit E.1-11 *Existing Tenant Leasehold Summary*. These facilities include general aviation (GA) and fixed base operators (FBO), cargo/warehouse facilities, office buildings, parking facilities, Broward County facilities, and vacant undeveloped airport property.

<sup>84</sup> See this ROD, Appendix C, revised Table E.1-8 *Tenant Facility Relocation Summary (acres)*, Alternative D2.

**3.1 THE ENVIRONMENTALLY PREFERRED ALTERNATIVE:** This section identifies the environmentally preferred alternative (40 CFR 1505.2(b)).

In accordance with 40 CFR 1505.2(b), the environmentally preferred alternative must be identified in the ROD. The CEQ 40 Most Asked Questions, Question 6a, defines the environmentally preferred alternative as "the alternative that will promote the national environmental policy as expressed in NEPA's Section 101. Ordinarily, this means the alternative that causes the least damage to the biological and physical environment; it also means the alternative which best protects, preserves, and enhances historic, cultural and natural resources."

The EIS analysis discloses the potential environmental impacts for the projected conditions in 2012 and 2020; 2012 was the projected earliest implementation year for the runway development alternatives; and 2020 represented the earliest future condition after full implementation of the alternatives with the development of two runways (Alternatives D1 and D2). Because the ultimate build out year for the full range of alternatives is 2020, the FAA is identifying the environmentally preferred alternative based on 2020 conditions.

Alternative C1 in 2020 would impose the least potential environmental impacts of all of the runway development alternatives. From a NEPA perspective, applying the guidance in Question 6a of the *40 Most Asked Questions*, the environmentally preferred alternative is Alternative C1.

The FAA has identified Alternative C1 as the Environmentally Preferred Alternative because it has the least significant impacts in noise and compatible land use in 2020 compared to all other alternatives. It is the only alternative that does not require the acquisition of property off the airport. It avoids impacts on mangrove wetlands, and could potentially avoid impacts to all wetlands through further design.

**Noise and Compatible Land Use Impacts:** For 2020 conditions, the Alternative C1 noise exposure would result in the least impacts of all the alternatives in terms of residential dwelling units (285) and population (717) within the 65 DNL noise contour. Similar to all other alternatives, no noise-sensitive public facilities (i.e. churches, schools, hospitals, nursing homes, libraries) are located within the Alternative C1 65 DNL noise contour in 2020.

**Off-airport Property Impacts:** Alternative C1 is the only alternative, other than the No Action alternative, that does not require the acquisition of any off-airport property. Similar to all of the other runway development alternatives, no change is required to the local land use plans or zoning regulations.

**Wetlands:** Alternative C1 is the only runway development alternative that does not impact mangrove wetlands. There would be 15.40 acres of impacts to wetlands due to relocation of facilities, which could potentially be avoided through further planning, design, and engineering.

Although total wetland impacts for Alternative C1 (15.40 acres) as compared to the FAA's Preferred Alternative (15.41 acres) are essentially the same, Alternative C1 does not impact any mangrove wetlands as compared to 3.05 acres of mangrove



wetlands for the FAA's Preferred Alternative (B1b). Significantly, Alternative C1's wetland impacts are primarily due to airport and tenant facility relocations. It may be possible, with further planning, design, and engineering, to relocate these facilities on airport property so as to avoid any impacts to wetlands. For this reason, Alternative C1 is also environmentally superior to Alternative B4, which would impact 0.13 acres of mangrove wetlands. Because all of the other development alternatives, including Alternative B1b and B4, would affect mangrove wetlands, the FAA has deferred to the expertise of the USACE in determining that Alternative C1 is preferable to Alternative B4 in terms of potential wetland impacts.

Alternative C1 and the other runway development alternatives have similar potential environmental impacts for all other environmental impact categories.

**3.2 THE PROPOSED ACTION:** The Airport Sponsor's Proposed Action, described in detail in Section 1 of this ROD, is reviewed below.

The Airport Sponsor presented the FAA with a proposal to expand and elevate Runway 9R/27L to an overall length of 8,000 feet and width of 150 feet. The reconstructed Runway 9R/27L would also be equipped with an Engineered Materials Arresting System (EMAS)<sup>85</sup> at both runway ends. The Airport Sponsor's Proposed Project meets the Airport Sponsor's goals and objectives as identified in the *County's Airfield Development Program Objective Statement* adopted by the Commission on October 26, 2004.<sup>86</sup> These goals and objectives included: enhance FLL capacity by accommodating forecast traffic through 2020 in a manner that will maintain an average annual delay level at or below six to ten minutes, decommission the use of Runway 13/31 (crosswind), mitigate noise impacts, and implement residential noise mitigation initiatives.

The Airport Sponsor's Proposed Action, Alternative B1c, has the same physical alignment, design, and configuration as the FAA's Preferred Alternative (B1b). However, Alternative B1c considers the implementation of the operational noise abatement actions in 2012 which the Airport Sponsor provided to the FAA in a memorandum describing the sponsor's proposed project operational assumptions.<sup>87</sup> Broward County has interpreted that the operational noise abatement actions would no longer be in place by 2020.<sup>88</sup>

---

<sup>85</sup> Engineered Material Arresting System (EMAS) is a "soft ground arresting system" consisting of a crushable cellular cement material installed on the runway overrun in a predetermined bed layout. EMAS provides a reliable and predictable capability to stop an aircraft by crushing under the weight of an aircraft providing deceleration and a safe stop. See FAA Order 5200.9, *Financial Feasibility and Equivalency of Runway Safety Area Improvements and Engineered Material Arresting Systems*.

<sup>86</sup> Letter from Tom Jargiello, Director of Aviation, Broward County Aviation Department, Fort Lauderdale-Hollywood International Airport, to Dean Stringer, Manager, FAA Orlando Airports District Office. This letter pertains to the Broward County Board of County Commissioners Goals and Objectives. Dated: November 1, 2004.

<sup>87</sup> Memorandum from Max Wolfe/Eric Bernhardt, Leigh Fisher Associates (now Jacobs Consultancy), to Virginia Lane, AICP, Environmental Specialist, Federal Aviation Administration. Subject: Sponsor's Proposed Project Operational Assumptions. Dated: August 22, 2006/Revised: August 24, 2006.

<sup>88</sup> Memorandum from Max Wolfe/Eric Bernhardt, Leigh Fisher Associates (now Jacobs Consultancy), to Virginia Lane, AICP, Environmental Specialist, Federal Aviation Administration. Subject:

**3.3 THE PREFERRED ALTERNATIVE:** The FAA identified its Preferred Alternative (B1b) in the Final EIS in accordance with FAA Order 5050.4B, paragraph 1007.e.(7), [40 CFR 1502.14 (e)]. As discussed in Chapter Eight, Section 8.0 *Introduction*, of the Final EIS, the FAA statutory mission is to provide leadership in planning and developing a safe, efficient national airport system to satisfy the needs of the aviation interests of the United States. In accomplishing this mission, the FAA considers economics, environmental compatibility, and local proprietary rights, and safeguards the public investment.<sup>89</sup> This mission guides final agency decisions regarding proposed airport development projects. In identifying the Preferred Alternative, the FAA considered the ability of each alternative to meet the purpose and need for the project, the Airport Sponsor's goals and objectives, the impacts to existing on-site airport tenants as well as impacts to future growth and development at FLL, and the potential environmental impacts.

The FAA identified Alternative B1b as the FAA's Preferred Alternative. This alternative redevelops and extends existing Runway 9R/27L to an 8,000-foot by 150-foot elevated runway with EMAS, and would extend east over the FEC Railway and U.S. Highway 1. In addition, Runway 13/31 would be permanently closed.

The FAA's Preferred Alternative (B1b) differs from the environmentally preferred alternative (Alternative C1) and the Airport Sponsor's Proposed Action (Alternative B1c). This ROD presents the FAA's reasons for selecting its preferred alternative (40 CFR 1505.2(b)) for approval and implementation rather than Alternative C1 or the Airport Sponsor's Proposed Action (Alternative B1c), or any of the other alternatives.

#### **FAA CONSIDERATION OF PURPOSE AND NEED AT FLL**

In support of the FAA's statutory responsibility under 49 USC 47101(a)(7), the FAA identified the purpose of the proposed action is to provide sufficient capacity for existing and forecast demand at FLL. The FAA considered the deficiencies at FLL, as discussed in the Final EIS, Chapter Three *Purpose and Need*, Section 3.2 *Problem Statement*, and their impact on the FAA's purpose of enhancing aviation safety, efficiency, and capacity on both the regional and national level, and has identified the following needs at FLL:

- The need for sufficient airfield capacity, to the extent practicable, to accommodate existing and projected air carrier demand at a level of delay established for FLL in the EIS analysis, which is six minutes of average annual delay per operation;
- The need for an enhanced and balanced airfield; and
- The need for sufficient gate and apron capacity to address existing and forecast passenger demand and aircraft congestion on the ramp.

---

Sponsor's Proposed Project Operational Assumptions. Dated: August 22, 2006/Revised: August 24, 2006. Memorandum is included in Final EIS Appendix C, *Airport Sponsors Correspondence*.

<sup>89</sup> [http://www.faa.gov/about/office\\_org/headquarters\\_offices/arp/](http://www.faa.gov/about/office_org/headquarters_offices/arp/)

### **FAA CONSIDERATION OF AIRPORT SPONSOR GOALS AND OBJECTIVES**

The FAA considered the Airport Sponsor's goals and objectives as identified in the *County's Airfield Development Program Objective Statement* adopted by the Commission on October 26, 2004, in the development of the EIS. These goals and objectives included: enhance FLL capacity by accommodating forecast traffic through 2020 in a manner that will maintain an average annual delay level at or below six to ten minutes, decommission the use of Runway 13/31 (crosswind), mitigate noise impacts, and implement residential noise mitigation initiatives.

### **FAA CONSIDERATION OF AIRPORT PROPERTY IMPACTS**

As noted in this ROD above in Section 3.0, *Summary of Alternatives Considered, Airport Property Impacts*, the Airport Sponsor submitted comments to the FAA on the Draft EIS raising concerns about the potential impact to airport properties and tenant leasehold facilities, and the availability of airport property for future development as a result of the implementation of one of the north runway alternatives.<sup>90,91</sup>

To address these issues the FAA prepared and included in the Final EIS a tenant relocation analysis that evaluated the airport property within the current FLL boundary owned by Broward County and identified the tenant leasehold impacts and potential impacts of relocation on the availability of existing and future airport property. This analysis identified the airport properties and tenant leasehold facilities that could be directly or indirectly impacted with the development of an alternative and the potential areas of airport property that could accommodate relocated facilities and future development. This information was used in the was used in the development of a comparative analysis of the projected costs among the various alternatives.

The FAA used this information to determine which alternative was preferable in terms of potential impacts on existing airport property and future development. Notwithstanding the Sponsor's concerns presented in the December 2007 letter, the FAA determined there was no basis for considering the projected costs of relocating tenant facilities differently than any other project cost in comparing alternatives and identifying the preferred alternative. The analysis in the Final EIS indicates that Alternative B1b still qualifies as the agency's preferred alternative when this concern is set aside.

---

<sup>90</sup> Letter from Kent G. George, A.A.E., Director of Aviation, Broward County Aviation Department, Fort Lauderdale-Hollywood International Airport, to Dean Stringer, Manager, FAA Orlando Airports District Office. RE: This letter pertains to Alternative D2 and Broward County's comments on the tenant relocation, future tenant expansion capabilities, and future aviation development growth. Dated: December 7, 2007.

<sup>91</sup> See the Final EIS, Chapter Four, *Alternatives*, Section 4.3 *Alternatives to Be Assessed for Environmental Analysis*, Appendix E *Airfield Planning, Engineering and Constructability Review*, Section E.1.6 *Facility Impacts*, Exhibits E.1-12-E.1-17; and revised Table E.1-8 *FLL Tenant Facility Relocation Summary (Acres)* provided in this ROD in Appendix C, *Final EIS Errata Documents*.

**FAA CONSIDERATION OF POTENTIAL ENVIRONMENTAL IMPACTS**

The FAA has considered the potential environmental impacts that would occur with each alternative as compared to the FAA's Preferred Alternative (B1b) for 2020. While the Final EIS analysis discloses the potential environmental impacts for the projected conditions in 2012 and 2020 (2012 was the projected earliest implementation year for the runway development alternatives), 2020 represented the earliest future condition after full implementation of the alternatives with the development of two runways (Alternatives D1 and D2). Therefore, the FAA identified the environmentally preferred alternative based upon 2020 conditions. The potential environmental impacts for each alternative are discussed in Section 3 above under the subheading titled *Summary of Operational Capacity and Delay, On-Airport Tenant Facility Impacts, and Environmental and Cumulative Impacts of the Alternatives Considered*.

\* \* \* \* \*

In identifying its Preferred Alternative the FAA has made the following assessments:

- **Alternative A (No Action):** Alternative A does not meet the purpose of the proposal because it does not address the capacity issues at FLL. The average minutes of delay per operation for 2020 conditions for Alternative A is 26.2 compared to 3.1 minutes of delay per operation for the FAA's Preferred Alternative (B1b). Alternative A would have a practical hourly capacity of 84 operations compared to the FAA's Preferred Alternative (B1b) which would provide 107 operations.

Alternative A also does not meet the identified need for sufficient airfield capacity, to the extent practicable, to accommodate existing and projected air carrier demand at a level of delay established for FLL in the Final EIS; it does not meet the need for an enhanced and balanced airfield; and it does not meet the need for sufficient gate and apron capacity to address existing and forecast passenger demand and aircraft congestion on the ramp.

Alternative A would not meet the Airport Sponsor's goals and objectives as identified in the *County's Airfield Development Program Objective Statement* adopted by the Commission on October 26, 2004. These goals and objectives included: enhance FLL capacity by accommodating forecast traffic through 2020 in a manner that will maintain an average annual delay level at or below six to ten minutes, decommission the use of Runway 13/31 (crosswind), mitigate noise impacts, and implement residential noise mitigation initiatives.

Regarding impacts to airport properties and tenant leasehold facilities, Alternative A would not result in any impacts to existing facilities and would provide available surplus property for future airport facility development.

The airport contains an estimated 363 acres of airport properties and tenant leasehold facilities outside of the central terminal complex. There would be no displacement of existing facilities with the Alternative A compared to a displacement of 18.6 acres (five percent) with the FAA's Preferred Alternative (B1b). There would be 234.9 acres of airport land available for future airport

and tenant facility development compared to 134.6 acres for the FAA's Preferred Alternative (B1b). Eighty-four acres would be available for airside development compared to 39 acres for the FAA's Preferred Alternative (B1b).

The FAA has considered the potential environmental impacts that would occur with the Alternative A as compared to the FAA's Preferred Alternative (B1b). In most of the environmental impact categories no impacts would occur with Alternative A because no construction is associated with this alternative.

The impact categories where there is a significant difference between the FAA's Preferred Alternative (B1b) and Alternative A are air quality, noise, compatible land use, and wetlands. Alternative A exceeds the 24-hour PM<sub>2.5</sub> National Ambient Air Quality Standard (NAAQS). Alternative A does not exceed the NAAQS for any other criteria pollutants in 2012 and 2020. The noise and compatible land use impacts for Alternative A in 2020 would be 696 residential dwelling units with a total population of 1,772 within the 65 DNL noise contour. The noise and compatible land use impacts for the FAA's Preferred Alternative (B1b) in 2020 would be 1,051 residential dwelling units with a total population of 2,472 within the 65 DNL noise contour. There would be no impacts to wetlands due to construction activities because no construction would occur, as compared to 15.41 acres of wetland impacts with the FAA's Preferred Alternative (B1b).

*In summary, for 2020 conditions, the noise and compatible land use impacts of Alternative A (No Action) are significantly less than the FAA's Preferred Alternative (B1b). Also, Alternative A would not displace any on-airport tenants and there would be on-airport land available for future tenant development. However, Alternative A does exceed the 24-hour PM<sub>2.5</sub> NAAQS and does not meet the purpose and need because it does not address the capacity deficiency at FLL.*

- **Alternative B1: redevelop and extend existing Runway 9R/27L to an 8,600-foot by 150-foot elevated runway.** To avoid an encroachment into the Dania Cut-Off Canal on the west and to NE 7<sup>th</sup> Avenue to the east, the Alternative B1 proposed runway, at 8,600-feet, would require the use of declared distance<sup>92</sup> to achieve a standard runway safety area (RSA) at both runway ends. Due to the increased elevation of Runway 9R/27L at its intersection with Runway 13/31, Runway 13/31 would be permanently closed.

Alternative B1 would have a practical hourly capacity of 107 operations which is the same as the FAA's Preferred Alternative (B1b). The average minutes of delay per operation for 2020 conditions for Alternative B1 is 3.1 minutes which is the same as the FAA's Preferred Alternative (B1b). Alternative B1 would meet the purpose of the proposed action to provide sufficient capacity for existing and forecast demand at FLL; and it would meet the identified need for sufficient airfield capacity, the need for an enhanced and balanced airfield, and the need for sufficient gate and apron capacity. However, Alternative B1 would require the use of declared distances in order to meet the FAA's RSA standard. The FAA's Preferred Alternative (B1b) would not require the use of declared

<sup>92</sup> Declared distance is the distance the airport owner declares available for the airplane's takeoff run, takeoff distance, accelerate-stop distance, and landing distance requirements.

distance to meet the FAA's RSA standard. Eliminating the need for declared distance improves the operational capability of the runway by allowing for the full use of the available runway length.

Alternative B1 would meet the Airport Sponsor's goals and objectives as identified in the *County's Airfield Development Program Objective Statement* adopted by the Commission on October 26, 2004.

Regarding impacts to airport properties and tenant leasehold facilities, Alternative B1 would result in relatively minimum impacts (five percent) to existing facilities and would provide available surplus property for future airport facility development.

The airport contains an estimated 363 acres of airport properties and tenant leasehold facilities outside of the central terminal complex. With Alternative B1 there would be a displacement of 18.6 acres (five percent) of airport properties and tenant leasehold facilities, which is the same as the FAA's Preferred Alternative (B1b). After development of the new runway and associated facilities, there would be 134.6 acres of airport land available for future facility development, which is the same as the FAA's Preferred Alternative (B1b). Thirty-nine acres would be available for airside development which is the same as the FAA's Preferred Alternative (B1b).

The FAA has considered the potential environmental impacts that would occur with Alternative B1 compared to the FAA's Preferred Alternative (B1b). For 2020 conditions, the potential environmental impacts of Alternative B1 are essentially the same as the FAA's Preferred Alternative (B1b) for all environmental impact categories except for noise, compatible land use, and wetlands. Noise and compatible land use impacts within the 65 DNL noise contour and the wetland impacts for Alternative B1 are slightly less than the FAA's Preferred Alternative (B1b).

*In summary, the potential noise, compatible land use, and wetland impacts of Alternative B1 are slightly less than the FAA's Preferred Alternative (B1b); all other potential environmental impacts are essentially the same. However, Alternative B1 would require the use of declared distances in order to avoid encroachment into the Dania Cut-Off Canal and 7<sup>th</sup> Avenue and to meet FAA's RSA standard at both runway ends.*

- **Alternative B1c (Airport Sponsor's Proposed Action): Redevelop and extend existing Runway 9R/27L to an 8,000-foot by 150-foot elevated runway with EMAS; includes the implementation of the operational noise abatement actions in 2012. Broward County has interpreted the operational noise abatement actions would no longer be in place by 2020.<sup>93</sup>**

Alternative B1c would meet the purpose of the proposed action to provide sufficient capacity for existing and forecast demand at FLL; and it would meet the identified need for sufficient airfield capacity, the need for an enhanced and

<sup>93</sup> Memorandum from Max Wolfe/Eric Bernhardt, Leigh Fisher Associates (now Jacobs Consultancy), to Virginia Lane, AICP, Environmental Specialist, Federal Aviation Administration. Subject: Sponsor's Proposed Project Operational Assumptions. Dated: August 22, 2006/Revised: August 24, 2006.

balanced airfield, and the need for sufficient gate and apron capacity; however, the FAA's Preferred Alternative (B1b) will meet the purpose and needs of the proposal without the implementation of operational noise abatement procedures that would limit capacity in 2012. The implementation of noise abatement runway use procedures in 2012 for Alternative B1c reduces the overall capacity of the airfield in the opening year. The FAA will not consider the approval of a runway development project with noise abatement runway use procedures that would limit its capacity in the opening year without a study of alternative noise measures such as required under 14 CFR Part 150.

Alternative B1c would have a practical hourly capacity of 107 operations which is the same as the FAA's Preferred Alternative (B1b). The average minutes of delay per operation for 2020 conditions for Alternative B1c is 3.1 minutes which is the same as the FAA's Preferred Alternative (B1b).

Alternative B1c would meet the Airport Sponsor's goals and objectives as identified in the *County's Airfield Development Program Objective Statement* adopted by the Commission on October 26, 2004.

Regarding impacts to airport properties and tenant leasehold facilities, Alternative B1 would result in relatively minimum impacts (five percent) to existing facilities, and would provide available surplus property for future airport facility development.

The airport contains an estimated 363 acres of airport properties and tenant leasehold facilities outside of the central terminal complex. With Alternative B1c there would be a displacement of 18.6 acres (five percent) of airport properties and tenant leasehold facilities, which is the same as the FAA's Preferred Alternative (B1b). After development of the new runway and associated facilities, there would be 134.6 acres of airport land available for future facility development, which is the same as the FAA's Preferred Alternative (B1b). Thirty-nine acres would be available for airside development which is the same as the FAA's Preferred Alternative (B1b).

The FAA has considered the potential environmental impacts that would occur with the Alternative B1c as compared to the FAA's Preferred Alternative (B1b). Although the noise impacts in 2012 for Alternative B1c are less than the FAA's Preferred Alternative (B1c), this is a result of the implementation of the noise abatement procedures which would limit capacity. For 2020 conditions, the potential environmental impacts of Alternative B1c are the same as the FAA's Preferred Alternative (B1b). The 2020 noise and compatible land use impacts for Alternative B1c are the same as the FAA's Preferred Alternative (B1b). The noise exposure is the same because Broward County has interpreted that the operational noise abatement actions would no longer be in place by 2020. For all other environmental impact categories, the potential environmental impacts of Alternative B1c are essentially the same as the FAA's Preferred Alternative (B1b).

*In summary, the 2020 potential environmental impacts of Alternative B1c are the same as the FAA's Preferred Alternative (B1b). However, in the short-term Alternative B1c includes the implementation of operational noise abatement actions and the FAA will not consider the implementation of these noise abatement actions because they would limit capacity of the airfield in 2012. The FAA would not select an alternative that would limit runway capacity without a study of alternative noise abatement measures as part of a study pursuant to 14 CFR Part 150 or similar study.*

- **Alternative B4: Build a new 6,001-foot at grade runway with EMAS located 340 feet north of existing south runway (to replace existing Runway 9R/27L). Runway 13/31 would remain open.**

Although Alternative B4 would have the same practical hourly capacity of 107 operations as the FAA's Preferred Alternative (B1b), Alternative B4 is the least effective runway development alternative in terms of reducing delay compared to the other alternatives in 2020.

As noted in a previous section of this ROD, during the EIS process, the Airport Sponsor and several airlines that operate at FLL raised concerns with the length of Alternative B4 and the potential necessity for payload penalties on aircraft operations. Therefore, the FAA conducted a sensitivity analysis on Alternative B4 operations to determine the impact on delay of potential pilot refusals. Alternative B4 is the only alternative with a runway length that could result in potential pilot refusal in response to avoiding payload penalties.

Without a pilot refusal assumption, average minutes of delay for Alternative B4 is 2.2 minutes per operation in 2012 and 4.7 minutes per operation in 2020, compared to 1.2 and 3.1 minutes per operation, respectively, for the FAA's Preferred Alternative (B1b). The sensitivity analysis results, discussed above in Section 3 and provided in the Final EIS, Appendix F *Net Benefit Analysis*, Table F-19, shows that pilot refusals potentially would increase delay from 2.2 to 3.1 minutes per aircraft in 2012. In 2020, the delay would increase from 4.7 minutes to 10.2 minutes.<sup>94</sup> See the Final EIS, Appendix F *Net Benefit Analysis*, Section F.6.4 *Alternative B4 Sensitivity Analysis*.

Alternative B4 would not meet the purpose of the proposed action to provide sufficient capacity for existing and forecast demand at FLL in 2020 based on the sensitivity analysis; and it would not meet the identified need for sufficient airfield capacity, and would not meet the need for an enhanced and balanced airfield.

Alternative B4 would not meet the Airport Sponsor's objective as identified in the *County's Airfield Development Program Objective Statement* adopted by the Commission on October 26, 2004 to decommission the use of (crosswind) Runway 13/31.<sup>95</sup> However, Alternative B4 would enhance FLL capacity, mitigate noise impacts, and implement residential noise mitigation initiatives.

<sup>94</sup> Even a conservative pilot refusal rate of 80 departures per day would result in delay over 10 minutes by 2020 according to the sensitivity analysis. See the Final EIS Appendix F *Net Benefits Analysis*, Section F.6.4 *Alternative B4 Sensitivity Analysis*.

<sup>95</sup> Decommissioning the crosswind runway was stipulated in the Board's December 9, 2003, motion and included in the October 2004 Broward County Objective Statement, see Appendix B in this ROD.



Regarding impacts to airport properties and tenant leasehold facilities, Alternative B4 would result in relatively minimum impacts (eight percent) to existing facilities, and would provide available surplus property for future airport facility development.

The airport contains an estimated 363 acres of airport properties and tenant leasehold facilities outside of the central terminal complex. With Alternative B4 there would be a displacement of 27.6 acres (eight percent) of airport properties and tenant leasehold facilities compared to the FAA's Preferred Alternative (B1b) which would displace 18.6 acres (five percent) of facilities. After development of the new runway and associated facilities, there would be 199 acres of airport land available for future airport and tenant facility development compared to 134.6 with the FAA's Preferred Alternative (B1b). Sixty-six acres would be available for airside development compared to thirty-nine acres for the FAA's Preferred Alternative (B1b).

The FAA has considered the potential environmental impacts that would occur with Alternative B4 as compared to the FAA's Preferred Alternative (B1b). For most of the environmental impact categories the impacts are essentially the same for both Alternative B4 and the FAA's Preferred Alternative (B1b), except for noise, compatible land use, Federally listed species, and wetland impacts. The noise and compatible land use impacts for Alternative B4 are significantly lower when compared to the FAA's Preferred Alternative (B1b). The noise and compatible land use impacts for Alternative B4 in 2020 would be 477 residential dwelling units with a total population of 1,492 within the 65 DNL noise contour. The noise and compatible land use impacts for the FAA's Preferred Alternative (B1b) in 2020 would be 1,051 residential dwelling units with a total population of 2,472 within the 65 DNL noise contour.

Alternative B4 may affect but is not likely to adversely affect two listed species as compared to three listed species for the FAA's Preferred Alternative.

The wetland impact for Alternative B4 is 0.13 acres of mangrove wetlands compared to 15.41 acres of wetlands with the FAA's Preferred Alternative (B1b), 3.05 acres of which is mangrove wetlands.

*In summary, the 2020 potential noise and compatible land use and wetland impacts for Alternative B4 are significantly less than the FAA's Preferred Alternative (B1b). However, based on the comments received from the Airport Sponsor and the airlines regarding the Alternative B4 runway, the FAA finds that it is reasonable to assume there will be pilot refusal on the 6,001-foot south runway that could result in delays of greater than 10 minutes per operation. Therefore, Alternative B4 would not meet the purpose and need of the proposal based on the sensitivity analysis.*

- **Alternative B5: build a 7,800-foot elevated runway with EMAS located 320 feet south of existing south runway (to replace existing Runway 9R/27L).**

Alternative B5 would have a practical hourly capacity of 107 operations which is the same as the FAA's Preferred Alternative (B1b). The average minutes of delay per operation for Alternative B5 is the same as the FAA's Preferred Alternative (B1b) in 2020. Therefore, Alternative B5 would meet the purpose of

the proposal and it would also meet the identified need for sufficient airfield capacity, the need for an enhanced and balanced airfield, and the need for sufficient gate and apron capacity.

Alternative B5 would meet the Airport Sponsor's goals and objectives as identified in the *County's Airfield Development Program Objective Statement* adopted by the Commission on October 26, 2004.

Regarding impacts to airport properties and tenant leasehold facilities, Alternative B1 would result in relatively minimum impacts (four percent) to existing facilities and would provide available surplus property for future airport facility development.

The airport currently contains an estimated 363 acres of airport properties and tenant leasehold facilities outside of the central terminal complex. With Alternative B5 there would be a displacement of 15.4 acres (four percent) of airport properties and tenant leasehold facilities compared to the FAA's Preferred Alternative (B1b) which would displace 18.6 acres (five percent) of facilities. After development of the new runway and associated facilities, there would be 98.9 acres of airport land available for future facility development compared to 134.6 with the FAA's Preferred Alternative (B1b). Forty-three acres would be available for airside development compared to 39 acres for the FAA's Preferred Alternative (B1b).

The FAA has considered the potential environmental impacts that would occur with Alternative B5 as compared to the FAA's Preferred Alternative (B1b). For most of the environmental impact categories the impacts are essentially the same for Alternative B5 and the FAA's Preferred Alternative (B1b), except for noise, compatible land use, Federally listed species, and wetland impacts. The noise and compatible land use impacts for Alternative B5 are greater than the FAA's Preferred Alternative (B1b). In 2020, the noise and compatible land use impacts for Alternative B5 would be 1,260 residential dwelling units with a total population of 4,235 within the 65 DNL noise contour. For the FAA's Preferred Alternative (B1b) the noise and compatible land use impacts in 2020 would be 1,051 residential dwelling units with a total population of 2,472 within the 65 DNL noise contour. The noise and compatible land use impacts for Alternative B5 are significantly higher in 2020 compared to the FAA's Preferred Alternative (B1b).

Alternative B5 may affect but is not likely to adversely affect four listed species as compared to three listed species for the FAA's Preferred Alternative.

The wetland impact for Alternative B5 is 21.67 acres compared to 15.41 acres with the FAA's Preferred Alternative (B1b). The impact to mangrove wetlands are essentially the same for both alternatives.

*In summary, although Alternative B5 meets the purpose and need of the proposal, the potential environmental impacts of Alternative B5 are greater for the environmental impact categories of noise and compatible land use than the FAA's Preferred Alternative (B1b). Alternative B5 would also result in greater wetland impacts than the FAA's Preferred Alternative (B1b).*

- **Alternative C1: Build a 7,721-foot at grade runway located 850 feet north of existing Runway 9L/27R (a dependent parallel runway to existing Runway 9L/27R).**

For Alternative C1, the practical capacity is the lowest and the average minutes of delay is higher than all other alternatives, except for the No Action, because no improvements would be made to Runway 9R/27L and the north airfield parallel runway system would operate as a dependent runway system.

Alternative C1 would meet the purpose of the proposed action to provide for existing and forecast demand at FLL; and it would meet the identified need for sufficient airfield capacity, the need for an enhanced and balanced airfield, and the need for sufficient gate and apron capacity. However, Alternative C1 provides the least practical capacity of any of the runway development alternatives. Alternative C1 would provide a practical hourly capacity of 101 operations compared to the FAA's Preferred Alternative (B1b) which would provide 107 operations. Alternative C1 also has the highest delay of any of the runway development alternatives. Alternative C1 would have 5.0 average minutes of delay per operation in 2020<sup>96</sup> compared to 3.1 average minutes of delay per operation for the FAA's Preferred Alternative (B1b).

For Alternative C1, the 850-foot separation distance between Runway 9L/27R and the new closely spaced parallel runway north of Runway 9L/27R is not sufficient to allow for simultaneous independent arrival operations to occur to both runways. Additionally, existing Runway 9R/27L cannot accommodate air carrier operations due to its length (5,276 feet) and width (100 feet). Because of the dependent north parallel runway system, Alternative C1 will only provide one runway capable of accommodating air carrier arrivals at a time during peak arrival periods. As a result the airfield's practical capacity is reduced as compared to all of the other runway development alternatives. Departures on the closely spaced parallel runways would have to be coordinated by FLL FAA Air Traffic Control to meet wake turbulence separation requirements. By comparison, the FAA's Preferred Alternative (B1b) would allow for simultaneous arrival and departure operations on two runways, both of which can accommodate air carrier operations, existing Runway 9L/29R and the expanded Runway 9R/27L.

With the configuration of the dependent north parallel runway system of Alternative C1, there would be more runway crossings as compared to the FAA's Preferred Alternative (B1b). The Alternative C1 airfield configuration would require all aircraft using the new north parallel runway to cross an active runway to access the terminal area. In east flow and west conditions, under Alternative C1, every arrival to Runway 8/26 would need to cross the departure runway, Runway 9L/27R. An increase in runway crossings at FLL will increase the complexity of the coordination of air traffic control ground movements.

<sup>96</sup> While Alternative C1 would have 5.0 average minutes of delay per operation under all weather conditions, the average minutes of delay under IFR conditions could be as high as 32.2 average minutes of delay in East Flow operations and as high as 79.1 average minutes of delay in West Flow operations. Although IFR conditions occur only 6.9 percent of the year, only the No Action Alternative results in this level of delay under IFR conditions. By comparison, Alternative B1b would have 3.2 average minutes of delay in East Flow operations and 8.3 average minutes of delay in West Flow operations. See the Final EIS, Appendix F *Net Benefits Analysis*, Table F12 *Alternatives Delay Detail – Year 2020*.

To maintain the safe and efficient crossing of runways, additional air traffic control coordination would be required as compared to the FAA's Preferred Alternative (B1b).

Alternative C1 would meet the Airport Sponsor's goals and objectives as identified in the *County's Airfield Development Program Objective Statement* adopted by the Commission on October 26, 2004.

Regarding impacts to airport properties and tenant leasehold facilities, Alternative C1 would result in substantial impacts (72 percent of tenant leaseholds acreage) to existing facilities. While there would be available land for future airport facility development, the majority of this land is non-airside (45 acres), and located west of Interstate 95. There would be minimum airside land available for future airport development.

The airport currently contains an estimated 363 acres of airport properties and tenant leasehold facilities outside of the central terminal complex. With Alternative C1 there would be a substantial displacement of 261.5 acres (72 percent) of airport properties and tenant leasehold facilities compared to the FAA's Preferred Alternative (B1b) which would displace 18.6 acres (five percent) of facilities. After development of the new runway and associated facilities, there would be 71.9 acres of on-airport land available for future airport property and tenant leasehold facility development compared to 134.6 acres with the FAA's Preferred Alternative (B1b). Only eight acres would be available for airside development compared to 39 acres for the FAA's Preferred Alternative (B1b).

The FAA has considered the potential environmental impacts that would occur with Alternative C1 as compared to the FAA's Preferred Alternative (B1b). For most of the environmental impact categories the impacts are essentially the same for both Alternative C1 and the FAA's Preferred Alternative (B1b), except for noise, compatible land use, Federally listed species, and wetland impacts. The noise and compatible land use impacts for Alternative C1 are significantly less than the FAA's Preferred Alternative (B1b). In 2020, the noise and compatible land use impacts for Alternative C1 would be 285 residential dwelling units with a total population of 717 within the 65 DNL noise contour. For the FAA's Preferred Alternative (B1b), the noise and compatible land use impacts in 2020 would be 1,051 residential dwelling units with a total population of 2,472 within the 65 DNL noise contour.

Alternative C1 may affect but is not likely to adversely affect one listed species as compared to three listed species for the FAA's Preferred Alternative.

Although total wetland impacts for Alternative C1 (15.40 acres)<sup>97</sup> as compared to the FAA's Preferred Alternative (15.41 acres) are essentially the same, Alternative C1 does not impact any mangrove wetlands as compared to 3.05 acres of mangrove wetlands for the FAA's Preferred Alternative (B1b).

---

<sup>97</sup> The 15.40 acres of impacts to wetlands are due to airport and tenant facility relocations. It may be possible, with further planning, design, and engineering, that these relocated facilities could be relocated on airport property to avoid impacts to wetlands. However, this would further reduce available airport property for future development.

*In summary, although Alternative C1 meets the purpose and need of the proposal it would provide less capacity and would have a higher level of delay per operation when compared to the FAA's Preferred Alternative (B1b). Alternative C1 would result in a substantial displacement of existing airport properties and tenant leasehold facilities compared to the FAA's Preferred Alternative (B1b) and would result in minimum airside land available for future airport development. When compared to the FAA's Preferred Alternative (B1b), the potential environmental impacts of Alternative C1 in 2020 are less for the categories of noise and compatible land use, and Alternative C1 would not impact any mangrove wetlands.*

- **Alternative D1: redevelop and extend existing Runway 9R/27L to 8,000 feet and build a new 7,721-foot runway north of existing Runway 9L/27R (combination of Alternatives B1b and C1).**

Alternative D1 would meet the purpose of the proposed action to provide for existing and forecast demand at FLL; and it would meet the identified need for sufficient airfield capacity, the need for an enhanced and balanced airfield, and the need for sufficient gate and apron capacity. Alternative D1 would provide a practical hourly capacity of 128 operations compared to the FAA's Preferred Alternative (B1b) which would provide practical hourly capacity of 107 operations. Alternative D1 would have 1.2 average minutes of delay per operation in 2020 compared to 3.1 average minutes of delay per operation for the FAA's Preferred Alternative (B1b).

For Alternative D1 the average minutes of delay is the lowest and the practical capacity is the highest of all of the runway development alternatives because it provides for a three runway system capable of accommodating air carrier demand on all runways.

Alternative D1 would meet the Airport Sponsor's goals and objectives as identified in the *County's Airfield Development Program Objective Statement* adopted by the Commission on October 26, 2004.

However, regarding impacts to airport properties and tenant leasehold facilities, Alternative D1 would result in substantial impacts (74 percent of tenant leaseholds acreage) to existing facilities. There would be no available land for future airport facility development.

The airport contains an estimated 363 acres of airport properties and tenant leasehold facilities outside of the central terminal complex. With Alternative D1 there would be a substantial displacement of 269.8 acres (74 percent) of airport properties and tenant leasehold facilities compared to the FAA's Preferred Alternative (B1b) which would displace 18.6 acres (five percent) of facilities. After development of the new runway and associated facilities, there would be a deficit of 32.8 acres for the relocation of facilities and no land available for future facility development as compared to the FAA's Preferred Alternative (B1b) with 134.6 acres of available airport property for future development. There would be a deficit of thirty-two acres for airside development compared to 39 available acres for the FAA's Preferred Alternative (B1b).<sup>98</sup>

<sup>98</sup> Although there may be ways to potentially reduce the airport property deficiencies noted for Alternatives D1 and D2, available airport property for future development is substantially greater with the FAA's Preferred Alternative (B1b) as compared to either Alternatives D1 or D2.

The FAA has considered the potential environmental impacts that would occur with Alternative D1 as compared to the FAA's Preferred Alternative (B1b). For most of the environmental impact categories the impacts are essentially the same for both Alternative D1 and the FAA's Preferred Alternative (B1b), except for noise, compatible land use, and wetland impacts. The noise and compatible land use impacts for Alternative D1 are less than the FAA's Preferred Alternative (B1b). In 2020, the noise and compatible land use impacts for Alternative D1 would be 801 residential dwelling units with a total population of 1,926 within the 65 DNL noise contour. For the FAA's Preferred Alternative (B1b), the noise and compatible land use impacts in 2020 would be 1,051 residential dwelling units with a total population of 2,472 within the 65 DNL noise contour.

The wetland impact for Alternative D1 is 21.87 acres compared to 15.41 acres with the FAA's Preferred Alternative (B1b). The impacts to mangrove wetlands for Alternative D1 and the FAA's Preferred Alternative (B1b) are the same, 3.05 acres.

*In summary, Alternative D1 meets the purpose and need of the proposal and it would provide greater capacity with a lower level of delay per operation when compared to the FAA's Preferred Alternative (B1b). However, Alternative D1 would result in a substantial displacement of existing on-airport properties and tenant leasehold facilities compared to the FAA's Preferred Alternative (B1b) and there would be a deficit in available land for existing tenants and no available land for future airport development. When compared to the FAA's Preferred Alternative (B1b), the potential environmental impacts of Alternative D1 in 2020 are less for the categories of noise and compatible land use and Alternative D1 would impact more wetlands than the FAA's Preferred Alternative (B1b).*

- **Alternative D2: build a new 6,001-foot at grade runway with EMAS located 340 feet north of existing south runway and build a 7,721-foot at grade runway located 850 feet north of existing Runway 9L/27R (combination of Alternatives B4 and C1).**

Alternative D2 would meet the purpose of the proposed action to provide sufficient capacity for existing and forecast demand at FLL; and it would meet the identified need for sufficient airfield capacity, the need for an enhanced and balanced airfield, and the need for sufficient gate and apron capacity. For Alternative D2 the practical capacity and average minutes of delay are similar to Alternative D1 because it provides for a three runway system capable of accommodating air carrier demand on all runways. Alternative D2 would provide a practical hourly capacity of 128 operations compared to the FAA's Preferred Alternative (B1b) which would provide a practical hourly capacity of 107 operations. In 2020, Alternative D2 would have 1.5 average minutes of delay per operation compared to 3.1 average minutes of delay per operation for the FAA's Preferred Alternative (B1b).

Alternative D2 would meet the Airport Sponsor's goals and objectives as identified in the *County's Airfield Development Program Objective Statement* adopted by the Commission on October 26, 2004.

However, regarding the impacts to airport properties and tenant leasehold facilities, Alternative D2 would result in substantial impacts (77 percent of tenant leaseholds acreage) to existing facilities. There would be no available land for future airport facility development.

The airport contains an estimated 363 acres of airport properties and tenant leasehold facilities outside of the central terminal complex. With Alternative D2 there would be a substantial displacement of 280.5 acres (77 percent) of existing on-airport tenant facilities compared to the FAA's Preferred Alternative (B1b) which would displace 18.6 acres (five percent) of on-airport tenant facilities. After development of the new runway and associated facilities, there would be 35.8 acres of non-airside property available for future development as compared to the FAA's Preferred Alternative (B1b) with 97.3 acres of available non airside property for future development. There would be a deficit of eight acres for airside development compared to 39 acres of available airside property for the FAA's Preferred Alternative (B1b).<sup>99</sup>

The FAA has considered the potential environmental impacts that would occur with Alternative D2 as compared to the FAA's Preferred Alternative (B1b). For most of the environmental impact categories the impacts are essentially the same for both Alternative D2 and the FAA's Preferred Alternative (B1b), except for noise, compatible land use, and wetland impacts. The noise and compatible land use impacts for Alternative D2 are significantly less than the FAA's Preferred Alternative (B1b). In 2020, the noise and compatible land use impacts for Alternative D2 would be 303 residential dwelling units with a total population of 789 within the 65 DNL noise contour. For the FAA's Preferred Alternative (B1b), the noise and compatible land use impacts in 2020 would be 1,051 residential dwelling units with a total population of 2,472 within the 65 DNL noise contour.

The wetland impact for Alternative D2 is 15.54 acres compared to 15.41 acres with the FAA's Preferred Alternative (B1b). The impact to mangrove wetlands is 0.14 acres for Alternative D2 compared to 3.05 for the FAA's Preferred Alternative (B1b).

*In summary, Alternative D2 meets the purpose and need of the proposal and it would provide greater capacity with a lower level of delay per operation when compared to the FAA's Preferred Alternative (B1b). However, Alternative D2 would result in a substantial displacement of existing on-airport properties and tenant leasehold facilities compared to the FAA's Preferred Alternative (B1b) and there would be no airside land available for future airport development. When compared to the FAA's Preferred Alternative (B1b), the potential environmental impacts of Alternative D2 in 2020 are significantly less for the categories of noise and compatible land use and Alternative D2 would impact less acres of mangrove wetlands than the FAA's Preferred Alternative (B1b).*

\* \* \* \* \*

<sup>99</sup> Although there may be ways to potentially reduce the airport property deficiencies noted for Alternatives D1 and D2, available airport property for future development is substantially greater with the FAA's Preferred Alternative (B1b) as compared to either Alternatives D1 or D2.

**3.4 THE SELECTED ALTERNATIVE:** This section identifies FAA's Selected Alternative (B1b) (FAA Order 5050.4B, paragraph 1007.e.(7)). The FAA statutory mission is to provide leadership in planning and developing a safe, efficient national airport system to satisfy the needs of the aviation interests of the United States. In accomplishing this mission, the FAA considers economics, environmental compatibility, and local proprietary rights, and safeguards the public investment.<sup>100</sup> This mission is given appropriate weight by FAA in any final decisions regarding a proposed action.

The FAA identified Alternative B1b as its preferred alternative in the Final EIS (see this ROD, Exhibit 1 *FAA's Preferred Alternative (B1b)*). The FAA's Preferred Alternative (B1b) as described in Section 3.3 is identified as the selected alternative in this ROD.

All of the factors that led the FAA to identify Alternative B1b as the Preferred Alternative equally support a decision to select it and approve the related Federal actions necessary for its implementation at FLL. In addition, FAA selects Alternative B1b for the following reasons.

First, Alternative B1b is consistent with the FAA's statutory and policy obligations, specifically the FAA's legal obligation to plan the kind of airport development necessary to provide a safe, efficient, and integrated system of public-use airports adequate to anticipate and meet the needs of civil aeronautics (49 U.S.C. § 47103).

Second, in making this selection, the FAA was fully aware of the environmental consequences and the benefits as described throughout the Final EIS and this ROD. Additionally, the FAA gave full consideration to all comments regarding the Draft and Final EIS..

The FAA has selected Alternative B1b for approval and implementation because:

- Alternative B1b would meet the identified purpose and need for the proposed action of providing sufficient airfield capacity, facilitating balanced use of the airfield infrastructure, and the need to add sufficient gate and apron capacity to address existing and forecast passenger demand and aircraft congestion on the ramp. It would provide a maximum and practical hourly capacity of 107 operations. It would have 1.2 average minutes of delay per operation in 2012; and 3.1 average minutes of delay per operation in 2020.
- Alternative B1b would address the Airport Sponsor's goals and objectives by enhancing FLL capacity by accommodating forecast traffic through 2020 in a manner that will maintain an average annual delay level at or below six to ten minutes, decommissioning the use of Runway 13/31 (crosswind), and mitigating noise impacts by implementing residential noise mitigation measures.
- Alternative B1b would provide airport property to relocate existing on-airport tenants and facilities and surplus property for future airport facility development.

<sup>100</sup> [http://www.faa.gov/about/office\\_org/headquarters\\_offices/arp/](http://www.faa.gov/about/office_org/headquarters_offices/arp/)



- Alternative B1b assures that the sponsor will have sufficient land for aeronautical and non-aeronautical development as a means to generate airport revenue consistent with its obligation to be as self-sustaining as possible.<sup>101</sup>

Some of the other alternatives the FAA considered but did not select had fewer environmental impacts, such as noise impacts or wetland impacts, or may have offered greater capacity or further reduced delay. The alternatives are compared relative to operational capacity and delay and environmental impacts in Table 2 and Table 3 provided at the end of this document. The reasons the FAA did not select the other alternatives are summarized below. For additional detailed discussion of Alternative B4, C1, and D2 see Section 4.4 *Identification of Wetlands and Consideration of Executive Order 11990, Protection of Wetlands* and Section 6 *Findings, Determinations, Certifications*.

- **Alternative A (No Action):**

The FAA did not select Alternative A because it does not meet the purpose and need; it does not address the capacity deficiency at FLL. It also causes an exceedance of the NAAQS.

- **Alternative B1: redevelop and extend existing Runway 9R/27L to an 8,600-foot by 150-foot elevated runway.**

The FAA did not select Alternative B1 because it would require the use of declared distances in order to avoid encroachment into the Dania Cut Off Canal and 7<sup>th</sup> Avenue and to meet FAA's RSA standard. Eliminating the need for declared distance improves the operational capability of the runway by allowing for the full use of the available runway length.

- **Alternative B1c (Airport Sponsor's Proposed Action): Redevelop and extend existing Runway 9R/27L to an 8,000-foot by 150-foot elevated runway with EMAS; includes the implementation of the operational noise abatement actions in 2012. Broward County has interpreted that the operational noise abatement actions would no longer be in place by 2020.**<sup>102</sup>

The FAA did not select Alternative B1c because in the short-term it includes the implementation of operational noise abatement actions. The implementation of these noise abatement actions would limit capacity of the airfield in 2012. In 2012, Alternative B1c would have a higher level of delay per operation when compared to the FAA's Selected Alternative (B1b). The FAA would not select an alternative that would limit runway capacity without a study of alternative noise abatement measures as part of a study pursuant to 14 CFR Part 150 or similar study.

---

<sup>101</sup> 49 U.S.C. §47101 (a)(13) and Grant Assurance 24.

<sup>102</sup> Memorandum from Max Wolfe/Eric Bernhardt, Leigh Fisher Associates (now Jacobs Consultancy), to Virginia Lane, AICP, Environmental Specialist, Federal Aviation Administration. Subject: Sponsor's Proposed Project Operational Assumptions. Dated: August 22, 2006/Revised: August 24, 2006.

- **Alternative B4: Build a new 6,001-foot at grade runway with EMAS located 340 feet north of existing south runway (to replace existing Runway 9R/27L). Runway 13/31 would remain open.**

Based on FAA experience it is reasonable to assume there will be pilot refusals on the 6,001-foot south runway that could result in delays of greater than 10 minutes per operation in 2020. Therefore, the FAA did not select Alternative B4 because it would not meet the purpose and need of the proposal based on the Sensitivity Analysis.

In addition, Alternative B4 is the only runway development that would not close the crosswind runway, Runway 13/31 which is an objective of Broward County. Closing the crosswind runway would result in noise reduction and increase available property for future development in the mid-field and West Side areas of the airport property.<sup>103</sup> The FAA has received public comment supporting the closure of Runway 13/31.

The Alternative B4 three-runway airfield configuration would require aircraft to cross Runway 13/31 to access the north or south airfield, compared to the FAA's Selected Alternative B1(b). This increase in runway crossings with Alternative B4 will increase the complexity of the coordination of air traffic control ground movements as usage of Runway 13/31 increases with future demand.

- **Alternative B5: build a 7,800-foot elevated runway with EMAS located 320 feet south of existing south runway (to replace existing Runway 9R/27L).**

The FAA did not select Alternative B5 because although it provides the same operational benefit as the FAA's Selected Alternative, the potential environmental impacts are greater for noise and compatible land use, Federally listed species, and wetlands, than the FAA's Selected Alternative (B1b).

- **Alternative C1: Build a 7,721-foot at grade runway located 850 feet north of existing Runway 9L/27R (a dependent parallel runway to existing Runway 9L/27R).**

The FAA did not select Alternative C1 because it would provide less capacity and would have a higher level of delay per operation when compared to the FAA's Selected Alternative (B1b).

In addition, Alternative C1 would result in a substantial displacement of existing airport properties and tenant leasehold facilities compared to the FAA's Selected Alternative (B1b) and would result in minimum airside land available for future airport development.

Alternative C1 would limit property available to the Airport Sponsor as compared to the FAA's Selected Alternative for aeronautical and non-aeronautical development as a means to generate airport revenue consistent with its obligation to be as self-sustaining as possible.

<sup>103</sup> Decommissioning the crosswind runway was stipulated in the Board's December 9, 2003, motion and included in the October 2004 Broward County Objective Statement, see Appendix B in this ROD.

- **Alternative D1: redevelop and extend existing Runway 9R/27L to 8,000 feet and build a new 7,721-foot runway north of existing Runway 9L/27R (combination of Alternatives B1b and C1).**

The FAA did not select Alternative D1 because it would involve substantial displacement of existing on-airport properties and tenant leasehold facilities compared to the FAA's Selected Alternative (B1b), providing no airside or non-airside land available for future airport development. Alternative D1 would limit property available to the Airport Sponsor as compared to the FAA's Selected Alternative for aeronautical and non-aeronautical development as a means to generate airport revenue consistent with its obligation to be as self-sustaining as possible.

In addition, when compared to the FAA's Selected Alternative (B1b), Alternative D1 would impact more wetlands.

- **Alternative D2: build a new 6,001-foot at grade runway with EMAS located 340 feet north of existing south runway and build a 7,721-foot at grade runway located 850 feet north of existing Runway 9L/27R (combination of Alternatives B4 and C1).**

Similarly, the FAA did not select Alternative D2 because it would entail substantial displacement of existing on-airport properties and tenant leasehold facilities compared to the FAA's Selected Alternative (B1b) and there would be no airside and minimal non-airside land available for future airport development.

Alternative D2 would limit property available to the Airport Sponsor as compared to the FAA's Selected Alternative for aeronautical and non-aeronautical development as a means to generate airport revenue consistent with its obligation to be as self-sustaining as possible.

**4. SUMMARY OF MITIGATION MEASURES**

In accordance with 40 CFR § 1505.3, FAA Order 5050.4B, and FAA Order 1050.1E, the FAA will take appropriate steps through federal grant assurances and conditions, and ALP approvals to ensure that the Airport Sponsor's implements mitigation measures identified in the Final EIS and this ROD as conditions of project approval. The FAA will monitor implementation of these measures as necessary to assure that representations made in the Final EIS, Chapter Eight, *FAA's Preferred Alternative (B1b)*, Section 8.6 *FAA's Preferred Alternative (B1b): Mitigation Of Environmental Impacts*, and ROD, with respect to mitigation, are carried out. The approvals contained in this ROD are conditioned on the completion and implementation of all mitigation measures (see Section 8 *Conditions and Approvals*).

The analysis provided in the Final EIS identified three environmental categories in which the selected alternative would cause significant impacts requiring consideration of mitigation: noise, compatible land use, and wetlands. The FAA finds that these measures constitute all reasonable steps to minimize harm and take all practicable measures to avoid or minimize harm from the selected alternative. This section describes the mitigation measures recommended in the Final EIS.

**4.1 NOISE AND COMPATIBLE LAND USE**

The mitigation of incompatible land uses for 2020 conditions is recommended within the 65 DNL noise contour of the FAA's Preferred Alternative (B1b).

**Table 4, *Incompatible Land Use - 2020 FAA's Preferred Alternative (B1b)***, indicates the number of housing units, population, and noise-sensitive public facilities located in each noise exposure contour band.

**TABLE 4  
INCOMPATIBLE LAND USE - 2020 FAA'S PREFERRED ALTERNATIVE (B1b)  
Fort Lauderdale-Hollywood International Airport**

INCOMPATIBLE LAND USE	DNL NOISE CONTOUR			ESTIMATED TOTAL 65+ DNL
	65-70 DNL	70-75 DNL	75+ DNL	
Single-Family Units	550	21	0	571
Multi-Family Units	360	30	0	390
Mobile Home Units	90	0	0	90
<b>TOTAL Estimated Residential Units</b>	<b>1,000</b>	<b>51</b>	<b>0</b>	<b>1,051</b>
<i>TOTAL Estimated Population</i>	<i>2,345</i>	<i>127</i>	<i>0</i>	<i>2,472</i>
Noise-Sensitive Public Facilities (School, Church, Nursing Home, Hospital, Library)	0	0	0	0

Source: Landrum & Brown, 2008

## **4.2 RECOMMENDED MITIGATION FOR INCOMPATIBLE LAND USE**

The FAA has considered the seven Broward County proposed noise mitigation principles<sup>104</sup> in the development of recommended mitigation for the EIS. As explained below in the *Summary of Recommended Mitigation for Incompatible Land Use*, the FAA has determined that the County's principles numbered one, two, three, and five are appropriate to address the incompatible land uses within the 2020 65 DNL noise contour of the FAA's Preferred Alternative (B1b). Only the sound insulation and easement elements of principle number four are appropriate. The following paragraphs discuss the County's principles and how they could be applied to mitigate incompatible land use as a result of implementing the FAA's Preferred Alternative (B1b).

1. *Apply the long-term/ultimate contour – Apply mitigation principles and identify mitigation eligibility areas using the long-term/ultimate contour of the Runway Alternative approved in the Record of Decision (ROD).*

The development of recommended mitigation measures will be based on the 65 DNL of the long-term/ultimate (2020) noise contour for the FAA's Preferred Alternative (B1b). (See **Exhibit 2, FAA's Preferred Alternative (B1b) – 2020 Noise Exposure Contour.**)

2. *Establish mitigation areas based on neighborhoods – utilizing the contours of the approved project, establish areas eligible for mitigation with the objective of keeping neighborhoods intact by incorporating natural boundaries and neighborhood blocks.*

The 2020 65 DNL noise contour for the FAA's Preferred Alternative (B1b) (see Exhibit 2) bisects several neighborhoods/subdivisions. In identifying the areas recommended for mitigation, each eligible neighborhood/subdivision area will be considered as a whole so as not to alter the character of a contiguous residential community. Thus, the FAA will ensure, to the extent practicable, that community cohesion will be maintained when the mitigation strategies are applied.

In some cases, this may require a mitigation area to extend beyond the boundary of the 65 DNL noise contour to follow natural geographic boundaries, street patterns, and contiguous neighborhood boundaries.

3. *Acquisition of mobile home parks in the +65 DNL noise contour – Relocation of residents and acquisition of the mobile home park/business. Convert the property to a compatible use. In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, provide relocation assistance for residents to either County developed affordable housing or other locations. Future use of the acquired property would be controlled by recorded restrictive covenants.*

---

<sup>104</sup> Letter from Kent G. George, A.A.E., Director of Aviation, Broward County Aviation Department, to Virginia Lane, FAA Orlando Airport District Office, Subject: Broward County Proposed Noise Mitigation Principles. Dated November 9, 2007.

The FAA's role in the mitigation is to determine the properties that are potentially eligible for participation in a mitigation measure. It is the Airport Sponsor's responsibility to determine which of the eligible mitigation measures would be implemented and the priority and scheduling of the implementation.

Mobile homes are not considered compatible with airport noise levels greater than 65 DNL. It is not feasible or cost-effective to apply sound insulation techniques to mitigate high levels of noise in a mobile home. The practicable mitigation option for mobile homes is acquisition of the unit or relocation of the unit outside of the airport's 65 DNL noise contour. The future use of the acquired property would be controlled by recorded restrictive covenants.

Mobile homes, given their mobile nature, are often located on leased land in a mobile home park. Typically, under Part 150 program guidelines mobile home owners are not individually included in an acquisition program unless they own the land on which the mobile home is located. Thus, they are treated as if they are renters.

Participation in a noise-based acquisition program for mobile homes would be voluntary on the part of the individual mobile home owner (if they own the land on which the mobile home is located) and on the part of the owner of a mobile home park/business. There are an estimated 90 mobile home units located within the 2020 65 DNL noise contour of the FAA's Preferred Alternative (B1b) that could potentially be eligible for participation in a voluntary acquisition program.

4. *Soundproofing and easements – Soundproofing offered to all eligible single- and multi-family units; in addition, compensation for outdoor impacts will be offered above Uniform Appraisal Standards for Federal Land Acquisitions at a valuation that will be determined at implementation of the program.*

The FAA's role in the mitigation is to determine the properties that are eligible for participation in mitigation. It is the Airport Sponsor's responsibility to determine which of the eligible mitigation programs would be implemented and the priority and scheduling of those mitigation programs.

The Airport Sponsor could develop a sound insulation program for eligible single- and multi-family units within the 2020 65 DNL of FAA's Preferred Alternative (B1b). Such a program would be eligible for federal funding. The FAA encourages that an avigation easement be obtained from the homeowner; however, it is not required for participation in a sound insulation program.<sup>105</sup> Once a unit is sound insulated, the land use is considered to be a compatible land use within a 65 DNL noise contour.

Homeowner participation in a sound insulation program is voluntary. There are an estimated 571 single-family units and 390 multi-family units located within the 2020 65 DNL noise contour of the FAA's Preferred Alternative (B1b) that could potentially be eligible for participation in a voluntary sound insulation program.

---

<sup>105</sup> An avigation easement (covenant) runs with the land and all future owners learn of the easement when they buy the property. It is a property right acquired from a land owner that grants the right-of-flight; the right to cause noise, dust, etc., related to aircraft flight.

Compensation for 'outdoor impacts' is not eligible for federal funding. The purchase of an easement for 'outdoor impacts' due to aircraft noise does not mitigate the existing land use nor does it make it compatible with airport/aircraft operations based on its location within a DNL noise contour.

5. *Purchase assurance/sales guarantee – For those that decline soundproofing, implement a purchase assurance program to acquire the property at Fair Market Value. Future use of the acquired property would be controlled by recorded restrictive covenants.*

The FAA's role in the mitigation is to determine the properties that are eligible for participation in a mitigation program. It is the Airport Sponsor's responsibility to determine which of the eligible mitigation programs would be implemented and the priority and scheduling of the implementation.

A purchase assurance/sales guarantee program would be implemented by the Airport Sponsor. For a Purchase Assurance program the airport acts as buyer of last resort, sound-insulates the structure, sells the property, and retains an easement. For a Sales Assistance program, the airport would sound-insulate the structure, guarantee that the property owner will receive the appraised value (or some increment thereof, regardless of final sales value that is negotiated with a buyer), and retain easement.

With both of these programs the underlying land use does not change. The residential use remains and, unless the property is sound insulated, it will remain an incompatible land use. Once a unit is sound insulated through participation in the purchase assurance/sale guarantee program the land use is considered to be a compatible land use within a 65 DNL noise contour.

Homeowner participation in a purchase assurance/sales guarantee program is voluntary. There are an estimated 571 single-family units and 390 multi-family units located within the 2020 65 DNL noise contour of the FAA's Preferred Alternative (B1b) that could potentially be eligible for participation in a voluntary purchase assurance/sale guarantee program.

6. *Voluntary Acquisition of residentially zoned vacant parcels – Voluntarily acquire residentially-zoned, vacant parcels at Fair Market Value and coordinate with the local communities to change the zoning and land use plan to compatible use. Future use of the acquired property would be controlled by recorded restrictive covenants.*

The mitigation of noise impacts resulting from the implementation of the FAA's Preferred Alternative (B1b) would apply to the existing incompatible land uses ('existing' structures) located within the 65 DNL noise contour. The consideration of land use measures for undeveloped, vacant parcels is more appropriately addressed by the Airport Sponsor, Broward County, in a 14 CFR Part 150 study.

7. *Provide noise mitigation in excess of minimum federal guidelines.*

While an airport sponsor may propose noise mitigation based upon local land use compatibility guidelines that exceeds federal guidelines, it is unlikely that federal funding would be available due to limited funding and the priority given to mitigation within the 65+ DNL. The 65 DNL noise contour is the noise level at which residential land uses are considered compatible with airport noise under

federal land use compatibility guidelines.<sup>106</sup> It would be more appropriate for Broward County to address noise mitigation in excess of the minimum federal guidelines in its *Part 150 Noise Compatibility Study Update* for FLL.

For FAA-funded mitigation to be considered beyond the 65 DNL, the local jurisdictions would need to establish a specific DNL (i.e., the 60 DNL noise exposure contour) as their local threshold for compatible land use. Then local land use policies and local land use controls (zoning, comprehensive plans, subdivision regulations, building codes, etc.) would need to be adopted and enforced to control the development of incompatible land uses within the area encompassed by that DNL noise exposure contour.

For example, the airport sponsors at both Minneapolis and Cleveland have taken steps to establish DNL 60 dB as their local threshold for compatible land use. Both announced measures to expand their Part 150 residential sound insulation programs to the DNL 60 dB contour band. The Part 150 Update for the Cleveland Hopkins International Airport contains a measure to sound insulate residences within or contiguous to the 60 DNL band of the NCP noise contours.

The FAA approved that measure in August, 2000 on the basis that the airport sponsor adopted the DNL 60 dB noise contour as the designation of incompatible land use, thus making the measure fully eligible for AIP or PFC funding.<sup>107</sup>

The FAA approval is based on the distinction between compatible and incompatible land use. Therefore, airport and local officials must clearly establish a local standard for compatible land use below the FAA DNL 65 dB guideline if they want to apply for FAA funding approval for mitigation projects to achieve their lower standard.<sup>108</sup> The footnote to Table 1 – *Land Use Compatibility with Yearly Day-Night Average Sound Levels* provided in 14 CFR Part 150, Appendix A, states: "The designations contained in this table do not constitute a federal determination that any use of land covered by the program is acceptable or unacceptable under federal, state or local law. The responsibility for determining the acceptable and permissible land uses and the relationship between specific properties and specific noise contours rests with local authorities. FAA determinations under 14 CFR Part 150 are not intended to substitute federally determined land uses for those determined to be appropriate by local authorities in response to locally determined needs and values in achieving noise compatible land uses."

The FAA supports efforts to establish local noise standards and the FAA recognizes those standards in Part 150 noise compatibility programs. As reflected in the 14 CFR Part 150 guidance, local officials may assume the responsibility for establishing a local land use noise compatibility standard for

<sup>106</sup> Code of Federal Regulations (CFR) Title 14--Aeronautics and Space, Chapter I--Federal Aviation Administration, Department of Transportation, Part 150--Airport Noise Compatibility Planning, Appendix A, Table 1--Land Use Compatibility With Yearly Day-Night Average Sound Levels.

<sup>107</sup> Local Noise Standards for Land Use Compatibility, March 2001, William Albee, Director of Special Projects with the Acoustics Group of Wyle Laboratories, Arlington, VA. [walbee@arl.wylelabs.com](mailto:walbee@arl.wylelabs.com); [acousticsgroup@wylelabs.com](mailto:acousticsgroup@wylelabs.com). Internet site: <http://www.wylelabs.com/services/arc/document/librarywylewhitepapers/lns.html> (Web sit was last accessed: March 28, 2008).

<sup>108</sup> Local Noise Standards for Land Use Compatibility, March 2001, William Albee, Director of Special Projects with the Acoustics Group of Wyle Laboratories, Arlington, VA. [walbee@arl.wylelabs.com](mailto:walbee@arl.wylelabs.com); [acousticsgroup@wylelabs.com](mailto:acousticsgroup@wylelabs.com). Internet site: <http://www.wylelabs.com/services/arc/document/librarywylewhitepapers/lns.html> (Web sit was last accessed: March 28, 2008).



airport noise that reflects the community's opinions and values.<sup>109</sup> Currently, the steps necessary to establish land use compatibility at 60 DNL have not been taken by Broward County. Therefore, neither this EIS nor a 14 CFR Part 150 Study would address local land uses as incompatible below the 65 DNL.

**Summary of Recommended Mitigation for Incompatible Land Use:** The FAA has identified residential units that may be eligible for participation in a compatible land use mitigation measure. Broward County's responsibility is to decide how to apply the mitigation. The mitigation areas and the mitigation measures identified in the EIS are part of this ROD. The conditions of approval set forth in this ROD in Section 8 (*Conditions and Approvals*), requires that the Airport Sponsor implement noise mitigation measures addressing the impacts within the 65 DNL noise exposure contour that result from the FAA's Preferred Alternative (B1b). The participation of the individual home owner and/or property owner will be voluntary in any of the offered mitigation measures.

The above seven mitigation measures are based on the Broward County proposed noise mitigation principles.<sup>110</sup> The FAA has determined that the County's principles numbered one, two, three, and five are appropriate to address the incompatible land uses within the 2020 65 DNL noise contour of the FAA's Preferred Alternative (B1b). Only the sound insulation and easement elements of principle number four are appropriate. Broward County will determine how any one or a combination of these measures would be implemented.

- The mitigation measures (sound insulation, purchase assurance/sales guarantee, and mobile home mitigation) will address a neighborhood/subdivision area as a whole to ensure, to the extent practicable, that community cohesion will be maintained when the mitigation strategies are applied; thus, mitigation areas may extend beyond the 65 DNL noise contour to follow natural geographic boundaries, street patterns, and contiguous neighborhood boundaries
- Acquisition of mobile home units and the relocation of residents in accordance with the *Uniform Relocation Assistance and Real Property Acquisition Policies Act* (49 CFR Part 24) with the FAA's recommendation that the future use of the acquired property be controlled by recorded restrictive covenants
- Sound insulation of eligible single-family and multi-family units with the FAA's recommendation that an avigation easement be acquired
- Purchase guarantee/sales assistance (with sound insulation) for eligible single-family and multi-family units with the FAA's recommendation that an avigation easement be acquired

<sup>109</sup> Local Noise Standards for Land Use Compatibility, March 2001, William Albee, Director of Special Projects with the Acoustics Group of Wyle Laboratories, Arlington, VA. [walbee@arl.wylelabs.com](mailto:walbee@arl.wylelabs.com); [acousticsgroup@wylelabs.com](mailto:acousticsgroup@wylelabs.com). Internet site: <http://www.wylelabs.com/services/arc/documentlibrary/wylewhitepapers/Ins.html> (Web site was last accessed: March 28, 2008).

<sup>110</sup> Letter from Kent G. George, A.A.E., Director of Aviation, Broward County Aviation Department, to Virginia Lane, FAA Orlando Airport District Office, Subject: Broward County Proposed Noise Mitigation Principles. Dated November 9, 2007.

### **4.3 IDENTIFICATION OF INCOMPATIBLE LAND USE WITHIN 65+ DNL**

The existing incompatible land use within the 2020 65 DNL noise contour of the FAA's Preferred Alternative (B1b) consists of single-family, multi-family, and mobile homes. These residential units are located within the City of Dania Beach to the west of the airport along the extended centerline of Runway 9R/27L (see **Exhibit 3, FAA's Preferred Alternative (B1b) – West of FLL**) and south of the airport parallel to Runway 9R/27L (see **Exhibit 4, FAA's Preferred Alternative (B1b) – South of FLL**). To the north or east of the airport no incompatible land uses are located within the 65 DNL noise contour (see Exhibit 2, *FAA's Preferred Alternative (B1b) – 2020 Noise Exposure Contour*).

**West of FLL:** As shown on Exhibit 3, the incompatible land use within the 65+ DNL west of FLL consists of single- and multi-family structures built in the 1960's and 1970's with a median construction year of 1964. These structures are located west of Ravenswood Road to SW 35<sup>th</sup> Avenue between SW 42<sup>nd</sup> Street on the north and Griffin Road to the south. The neighborhoods/subdivisions in this area are Broward Heights, Seaboard Park, Marshalls Everglade Subdivision mobile home community, Avon Heights, Avon Park, and Davis Isles.

As shown on the table on Exhibit 3, there are 703 residential units in the 65 DNL noise contour. No existing incompatible use occurs within the 75+ DNL noise contour. There are an estimated 10 residential units within the 70 to 75 DNL noise contour (10 single-family), and 693 residential units within the 65 to 70 DNL noise contour (391 single-family, 260 multi-family, and 42 mobile homes). Within the portion of the 65 DNL noise contour located south of the airport, 57 percent are single-family structures, 37 percent are multi-family structures, and six percent are mobile homes.

The total population of these 703 residential units is estimated at 1,738. An estimated population of 25 is within the 70 to 75 DNL noise contour, and a population of 1,713 is within the 65 to 70 DNL noise contour.

The 42 mobile home units are located in the Marshalls Everglade Subdivision mobile home community located east of SW 24<sup>th</sup> Avenue, west of Ravenswood Road, and north of Griffin Road. This mobile home community is wholly-owned by one individual and leased space is provided for mobile homes; the mobile home owners do not own the land.

**South of FLL:** As shown on Exhibit 4, the single-family and multi-family structures directly south of FLL were built in the 1960's and 1970's with a median construction year of 1971. These structures are located on the south side of Griffin Road just west of Old Griffin Road between the Dania Cut-Off Canal on the west side, to NW 6<sup>th</sup> Avenue on the east side. The neighborhoods/subdivisions in this area are Melaleuca Gardens, Nautilus Isle, Argonaut Isle, Florian Isle, and the Ocean Waterway mobile home community.

As shown on the table on Exhibit 4, there are 348 residential units in the 65 DNL noise contour. No existing incompatible use occurs within the 75+ DNL noise contour. There are an estimated 41 residential units within the 70 to 75 DNL noise contour (11 single-family and 30 multi-family), and 307 residential units within the

65 to 70 DNL noise contour (159 single-family, 100 multi-family, and 48 mobile homes). Within the portion of the 65 DNL noise contour located south of the airport, 49 percent of the units are single-family structures, 37 percent are multi-family structures, and 14 percent are mobile homes.

The total population of these 348 residential units is estimated at 733. An estimated population of 102 is within the 70 to 75 DNL noise contour, and a population of 631 is within the 65 to 70 DNL noise contour.

The 48 mobile home units are located in the Ocean Waterway mobile home community south of FLL between the Dania Cut-Off Canal and Interstate-95. The mobile home owners, the Ocean Waterway Co-Op, Inc., also own the individual mobile home lots.

**Implementation and Funding of FAA-Approved EIS Mitigation Measures:** Because the noise impacts to incompatible land use are attributable to the implementation of the FAA's Preferred Alternative (B1b), (inside the 65+ DNL noise exposure contour and those contiguous neighborhoods adjacent to the 65 DNL noise exposure contour), measures to mitigate these impacts are eligible for federal funding. To determine the priority for distributing funds, the FAA follows the planning guidance in FAA Order 5100.39A, *Airports Capital Improvement Plan (ACIP)*, to systematically identify, prioritize, and assign funds to critical airport development and associated capital needs for the National Airspace System (NAS). The ACIP also serves as the basis for distributing grant funds under the Airport Improvement Program (AIP).

In awarding AIP funds, the FAA emphasizes the highest priority projects using the ACIP needs-based plan of funding projects within a three- to five-year period. Programs to improve the compatibility of airports with the surrounding communities (i.e., land use mitigation programs) are subject to the ACIP needs-based planning and prioritization.<sup>111</sup> In addition to prioritizing the allocation of funds, FAA Order 5100.39A also provides a numerical rating system to determine the implementation priority phasing of noise mitigation programs. This system requires that program implementation begin within the highest DNL noise contour band. The numerical rating system is provided in FAA Order 5100.39A, Appendix 6, *NPIAS-ACIP Standard Descriptions-ACIP Codes and National Priority Ratings*.

#### **4.4 IDENTIFICATION OF WETLANDS AND CONSIDERATION OF EXECUTIVE ORDER 11990, PROTECTION OF WETLANDS**

---

Executive Order 11990, as amended, requires all federal agencies to avoid providing assistance for new construction located in wetlands, unless there is no practicable alternative to such construction, and all practicable measures to minimize harm to wetlands are included in the action.

The FAA has selected the FAA's Preferred Alternative (B1b) for approval, which will impact 16.83 acres of wetlands (15.41 acres of direct wetland impacts and 1.42 acres of secondary wetland impacts).<sup>112</sup> The FAA's determination that there is

---

<sup>111</sup> FAA Order 5100.39A, *Airports Capital Improvement Plan*, Paragraph 5.b.(3).

<sup>112</sup> See the Final EIS, Appendix M.3, *Conceptual Wetland Mitigation Plan* and Section 3.2, *Secondary Impacts*.

no practicable alternative to the wetlands impacts of Alternative B1b is set forth in Section 6, Findings, Determinations, and Certifications below. Therefore, consistent with Executive Order 11990, prior to approval, the FAA must determine that there is no practicable alternative to the wetland impacts of such development. Under CWA Section 404 Guidelines, an alternative is practicable if it is available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes. 40 CFR §230.10(a)(2).

The complete avoidance of direct impacts to wetlands is not practicable for any of the runway development alternatives due to the existing airfield geometry, and presence of major transportation corridors and surrounding development.<sup>113, 114</sup> However, two of the runway development alternatives would have less direct impacts to wetlands as compared to the FAA's Preferred Alternative (B1b).<sup>115</sup> These alternatives are Alternative B4 and Alternative C1.

Alternative B4 would impact 0.13 acres of wetlands, all of which are mangrove wetlands; Alternative C1 would impact 15.40 acres of wetlands, none of which are mangrove wetlands; compared to the FAA's Selected Alternative (B1b) with 15.41 acres of wetlands, of which 3.05 acres are mangrove wetlands. The FAA has determined that Alternative B4 and Alternative C1 are not practicable alternatives to Alternative B1b for the following reasons:

- Alternative B4 has a higher level of delay during all weather conditions as compared to the FAA's Preferred Alternative (B1b) in 2020; average minutes of delay per operation for Alternative B4 is 4.7, 10.2 with the Sensitivity Analysis; average minutes of delay per operation for Alternative B1b is 3.1.

Alternative B4 would not meet the basic project purpose to reduce delays as well as Alternative B1b. Alternative B4 has a higher level of delay as compared to the FAA's Preferred Alternative (B1b) in 2020; average minutes of delay per operation for Alternative B4 is 4.7; average minutes of delay per operation for Alternative B1b is 3.1. Moreover, based on the FAA's EIS analysis which is supported by letters from airlines operating at FLL there is a potential for pilot refusals with the 6,000-foot runway under Alternative B4. Any refusals would cause an increase in the delay beyond the 4.7 average. According to the analysis, pilot refusals on Alternative B4 would result in 10.2 minutes of average delay per operation. These pilot refusals would cause this alternative to exceed the acceptable level of delay identified for FLL (six minutes).

Alternative B4 is the only runway development that would not meet Broward County's objective to close the crosswind runway, Runway 13/31. This objective is derived from a continuing effort to ensure that sufficient airport property is available for future aeronautical and non aeronautical development at FLL as well

<sup>113</sup> The US Army Corps of Engineers is bound to defer to the FAA and consider only those alternatives that the FAA has determined are reasonable because FLL is a congested airport and this is a capacity project subject to streamlined environmental review under 49 USC §4717(k).

<sup>114</sup> The 15.40 acres of impacts to wetlands resulting from Alternative C1 are due to airport and tenant facility relocations. It may be possible, with further planning, design, and engineering, that these relocated facilities could be relocated on airport property to avoid impacts to wetlands. However, whether there are some or no wetlands impacted by Alternative C1 is irrelevant as the FAA has determined that Alternative C1 is not practicable.

<sup>115</sup> The wetlands impacts, including impacts to mangrove wetlands, for Alternative B1b and Alternative B1 are essentially the same, at 15.41 acres and 15.17 acres, respectively.

as to reduce potential noise impacts resulting from use of the crosswind runway.<sup>116</sup> In the furtherance of this objective, Broward County evaluated the decommissioning of Runway 13/31 as part of the Master Plan Update process<sup>117</sup> which increases airport property available for future terminal development and support facility development in the mid-field and West Side areas of the airport property.

There would be runway crossings of Runway 13/31 with Alternative B4 compared to the FAA's Preferred Alternative (B1b), which closes Runway 13/31. The Alternative B4 three-runway airfield configuration would require aircraft to cross an active runway (13/31) to access the north or south airfield, compared to the FAA's Preferred Alternative B1(b) which is a two runway configuration with the closure of Runway 13/31.

This increase in runway crossings with Alternative B4 will increase the complexity of the coordination of air traffic control ground movements. These crossings could become an operational concern for air traffic control as usage of Runway 13/31 increases with future demand. At some point, ground operations could become sufficiently complex to affect the overall efficiency of aircraft operations on both Runways 13/31 and Runway 9R/27L. To maintain the safe and efficient crossing of runways, additional air traffic control coordination would be required with Alternative B4, as compared to the FAA's Preferred Alternative (B1b).<sup>118</sup>

- Alternative C1 has a higher level of delay during all weather conditions as compared to the FAA's Preferred Alternative (B1b) in 2020; average minutes of delay per operation for Alternative C1 is 5.0; average minutes of delay per operation for Alternative B1b is 3.1.

During IFR conditions, which occur 6.9 percent of the year, Alternative C1 would have delays comparable to the No Action Alternative and much higher than the FAA's Preferred Alternative. While Alternative C1 would have 5.0 average minutes of delay per operation under all weather conditions, the average minutes of delay under IFR conditions could be as high as 32.2 average minutes of delay in East Flow operations and as high as 79.1 average minutes of delay in West Flow operations. Only the No Action Alternative results in this level of delay under IFR conditions. By comparison, Alternative B1b would have 3.2 average minutes of delay in East Flow operations and 8.3 average minutes of delay in West Flow operations. See the Final EIS, Appendix F *Net Benefits Analysis*, Table F12 *Alternatives Delay Detail – Year 2020*.

With the configuration of the dependent north parallel runway system of Alternative C1, there would be more runway crossings as compared to the FAA's Preferred Alternative (B1b). The Alternative C1 airfield configuration would

<sup>116</sup> Decommissioning the crosswind runway was stipulated in the Board's December 9, 2003, motion and included in the October 2004 County Objective Statement.

<sup>117</sup> Broward County Florida, Master Plan Update – Phase I, Draft Final Summary Report, January 2006, Leigh Fisher Associates, A division of Jacobs Consultancy Inc. Broward County is currently conducting Phase II.

<sup>118</sup> Department of Transportation Notice of program renewal. *Runway Incursion Information Evaluation Program* Federal Register Notice Volume 69, No 138 July 20, 2004; and Memorandum from Rick Marinelli, P.E. Airport Engineering Division, AAS-100, x77669 To: All Regional Airports Division Managers Subject Engineering Brief No. 75: *Incorporation of Runway Incursion Prevention into Taxiway and Apron Design*, November 19, 2007.

require aircraft to cross an active runway to access the terminal area. In east flow and west conditions, under Alternative C1, every arrival to Runway 8/26 would need to cross the departure runway, Runway 9L/27R. An increase in runway crossings at FLL will increase the complexity of the coordination of air traffic control ground movements. To maintain the safe and efficient crossing of runways, additional air traffic control coordination would be required as compared to the FAA's Preferred Alternative (B1b).

Finally, Alternative C1 would not address the overall project purpose because it would not meet the airport sponsor's goal of flexibility to allow future growth opportunities. Alternative C1 would result in substantial impacts (72 percent) to existing airport property and tenant leasehold facilities. While there would be available land for future airport facility development, this majority of this land is non-airside (45 acres), and located west of Interstate 95, and there would be minimum airside land available for future airport development.

The airport currently contains an estimated 363 acres of airport properties and tenant leasehold facilities outside of the central terminal complex. With Alternative C1 there would be a substantial displacement of 261.5 acres (72 percent) of airport properties and tenant leasehold facilities compared to the FAA's Preferred Alternative (B1b) which would displace 18.6 acres (five percent) of facilities. After development of the new runway and associated facilities, there would be 71.9 acres of on-airport land available for future airport property and tenant leasehold facility development compared to 134.6 acres with the FAA's Preferred Alternative (B1b). Only eight acres would be available for airside development compared to 39 acres for the FAA's Preferred Alternative (B1b). Alternative C1 would reduce Broward County's ability to generate aeronautical and non-aeronautical revenue streams at FLL and would result in an imbalance between developed airside facilities and the land available for potential development.

In sum, Alternative B1b is the development alternative that has the least impacts on wetlands while best achieving the basic aviation purpose of the project of adding capacity and reducing delays without compromising the overall purpose of the project to preserve opportunities for future growth.

Upon determining that there were no practicable alternatives to the wetland impacts, the FAA attempted to minimize and mitigate wetland impacts of the selected alternative. A sequencing process was followed to avoid wetland impacts, followed by minimizing wetland impacts, and finally, by requiring mitigation for unavoidable impacts to the aquatic environment. This sequence is described in the Clean Water Act Section 404 (b)(1) Guidelines (40 CFR, Part 230, Subparts B-F). Subpart B requires the analysis of alternatives that avoid wetland encroachments and states that no discharge shall be permitted unless measures have been taken to minimize potential adverse impacts. The FAA notes that the USACE acknowledges the avoidance and minimization that have occurred over the history of this proposed project.<sup>119</sup>

---

<sup>119</sup> Letter from Tori K. White, Chief, Palm Beach Gardens Permits Section, U.S. Army Corps of Engineers, Jacksonville District. To: Virginia Lane, FAA Orlando Airports District Office. RE: Palm Beach Gardens Regulatory Section, Fort Lauderdale-Hollywood International Airport Draft EIS, SAJ-1995-4561. Dated: March 6, 2008.

The avoidance and minimization of impacts to wetlands was considered by Broward County in the development of the Proposed Action. In December 2003, the Broward County Commission approved a modified south runway expansion which was to stay within the confines of 7<sup>th</sup> Avenue on the east side of the Airport. This configuration avoids impacts to the wetlands located to the east of 7<sup>th</sup> Avenue. This reduced the overall impacts to wetlands by approximately five acres as compared to the previous proposed project considered in earlier NEPA documents.<sup>120</sup> In particular, this configuration greatly reduces impacts to Wetland 25 from approximately 14 acres to less than one-half acre.

In addition, the Proposed Action includes a shortened approach light system in compliance with FAA design standards. This configuration further minimizes impacts to wetlands as compared to a standard approach light system. The shortened approach light system reduces wetland impacts by 0.57 acres and avoids permanent impacts to West Lake Park. Broward County committed to the use of a shortened runway approach light system for the Proposed Action to minimize wetland impacts.<sup>121</sup>

The runway approach light system would require the installation of cables in the vicinity of the Dania Cut-Off Canal. These cables are proposed to be installed through directional drilling under the Dania Cut-Off Canal or a comparable method. This technique places the cables below the bottom of the canal, which avoids impacts to the canal bottom and avoids impacts to the aquatic habitat adjacent to, and within the canal.

The construction of access road(s) to the approach light system for maintenance has the potential to impede the underlying flow of water. The access road(s) would be designed with sufficient cross-road culverts to allow tidal waters to flow freely. The culvert arrangement would avoid creating measurable secondary hydrologic impacts on the surrounding wetlands. Design and construction options to further reduce potential impacts would be evaluated during the permit process.

The FAA has developed conceptual wetland mitigation based on input from, and in coordination with, the U.S. Army Corps of Engineers (USACE), the South Florida Water Management District (SFWMD), and the U.S. Environmental Protection Agency (EPA), and the National Marine Fisheries Service (NMFS).

The FAA took into consideration the functional values lost by the resource to be impacted in the wetland analysis contained in the EIS and has proposed appropriate compensatory wetland mitigation as identified in the Airport Sponsor's *Conceptual Wetland Mitigation Plan*.<sup>122</sup> The USACE and SFWMD have acknowledged these considerations and proposed mitigation.<sup>123,124</sup>

<sup>120</sup> The *Supplemental Draft Environmental Impact Statement Proposed Expansion of Runway 9R-27L Fort Lauderdale-Hollywood International Airport, February 2002*, identified that permanent impacts to approximately 21 acres of wetlands would occur as a result of the Proposed Project.

<sup>121</sup> See Appendix E, *Airfield Planning, Design, & Constructability Review*, Section E.1.5, *NAVAID Facilities*.

<sup>122</sup> See the Final EIS, Appendix M, *Conceptual Wetland Mitigation Plan*.

<sup>123</sup> Letter from Tori K. White, Chief, Palm Beach Gardens Permits Section, U.S. Army Corps of Engineers, Jacksonville District. To: Virginia Lane, FAA Orlando Airports District Office. RE: Palm Beach Gardens Regulatory Section, Fort Lauderdale-Hollywood International Airport Draft EIS, SAJ-1995-4561. Dated: March 6, 2008.

Based on the availability of mitigation credits that would be available from West Lake Park and based on the USACE and SFWMD comments received to date on the Airport Sponsor's *Conceptual Wetland Mitigation Plan*, wetland impacts would be mitigated for the FAA's Preferred Alternative (B1b). The mitigation proposed in the Airport Sponsor's *Conceptual Wetland Mitigation Plan* will be finalized during the USACE Section 404 and SFWMD Environmental Resource Permit (ERP) permitting processes.

Broward County, as the applicant, will apply for all required permits. Broward County has obtained permits from the USACE and the SFWMD that allow for habitat restoration and enhancement within West Lake Park.<sup>125</sup> Broward County has provided a letter indicating its commitment to implement the wetland mitigation that would be required for project impacts.<sup>126</sup> A Department of the Army permit under Section 404 of the Clean Water Act will be required for this project and a modification to the SFWMD Environmental Resource Permit (ERP) No. 06-00339-S for impacts to jurisdictional wetlands. In response to the NMFS Conservation Recommendations<sup>127</sup>, the FAA will ensure that the Airport Sponsor, in consultation with NMFS Habitat Conservation Division (HCD), will develop a mitigation and monitoring plan as part of the Section 404 permit process.

In response to the NMFS Conservation Recommendations, the FAA will ensure that the Airport Sponsor, in consultation with NMFS, will develop a mitigation and monitoring plan as part of the 404 permit process. Based on the preceding, NMFS has indicated that the FAA has completed its coordination in accordance with the Magnuson-Stevens Act.<sup>128</sup>

---

<sup>124</sup> Letter from Sally B. Mann, Director, Office of Intergovernmental Programs, Florida Department of Environmental Protection, to Virginia Lane, FAA Orlando Airports District Office, RE: SAI# FL200806204295C Reference SAI# FL200703223172C. Dated: July 28, 2008.

<sup>125</sup> United States Army Corps of Engineers (USACE) Permit Number SAJ-2002-00072 and South Florida Water Management District (SFWMD) Permit Number 06 04016 P.

<sup>126</sup> Letter from Marc Gambrell, Broward County Aviation Department, to Virginia Lane, FAA Orlando Airports District Office. Dated December 4, 2007

<sup>127</sup> Letter from Paul Weller for Miles M. Croom, Assistant Regional Administrator, Habitat Conservation Division, National Marine Fisheries Service, to Virginia Lane, FAA Orlando Airports District Office. Dated: May 17, 2007

<sup>128</sup> Email from Pace Wilbur, Atlantic Branch Chief, Charleston (F/SER47) Southeast Regional Office, NOAA Fisheries, to Virginia Lane, FAA Orlando Airports District Office. Dated: November 25, 2008



**THIS PAGE INTENTIONALLY LEFT BLANK**

## **5. COMMENTS ON THE FINAL EIS**

The FAA has carefully assessed and considered comments received on the Final EIS in making its decision. Appendix A of this ROD (*Comments Received and FAA Responses on the Final EIS*) provides copies of comments received on the Final EIS with responses to substantive comments received from federal, state, and local agencies, municipalities, and individuals.

The following is an overview of the most commonly raised issues contained in the comments on the Final EIS:

- FAA's Terminal Area Forecast used in the analysis is obsolete due to increases in jet fuel prices and reduction in airline schedules
- FAA's analysis of demand narrowed the focus of purpose and need
- FAA's capacity and demand projections were flawed
- FAA did not adequately explain the fatal flaw analysis as it related to the alternatives to be evaluated in the environmental consequences chapter of the EIS
- Non-runway development alternatives were unreasonably eliminated from further consideration
- Air quality analysis and findings are not adequate
- Noise modeling and findings are not adequate
- The socioeconomic impact analysis and effect of aircraft overflight on property values is inadequate
- Cumulative impacts analysis is inadequate
- FAA did not provide enough information regarding identification of Alternative B1b as the FAA's Preferred Alternative
- Final EIS does not follow substantive procedural and legal requirements including those required by NEPA, CEQ, and the FAA's own regulations

**THIS PAGE INTENTIONALLY LEFT BLANK**

## **6. FINDINGS, DETERMINATIONS, AND CERTIFICATIONS**

In accordance with federal law and agency guidance, the FAA makes the following findings, determinations, and certifications for the selected alternative. These findings, determinations, and certifications are based upon the information and analysis contained in the Final EIS and the Administrative Record supporting the EIS.

### **6.1 COMPLIANCE WITH LAWS, REGULATIONS, AND EXECUTIVE ORDERS**

There are a number of federal, state, and local agency approvals and permits that would have to be issued before the FAA's Preferred Alternative (B1b) could be implemented. These approvals and permits were identified in an Section 2 of this ROD. There are also Executive Orders (EOs) such as those concerning floodplains (EO 11988) and wetlands (EO 11990), that would be applicable to the selected alternative. Section 6.1 summarizes the degree to which the selected alternative is consistent with the laws, regulations, and Executive Orders not specific to FAA's regulatory authority.

- **Determination of general conformity under the Clean Air Act, 42 U.S.C. § 7506(c)(1).**

The FAA has determined that its preferred alternative conforms to the State Implementation Plan for all criteria pollutants including the one hour ozone standard under Section 176(c)(1) of the Clean Air Act, as amended [42 U.S.C. § 7506(C)(1)], as implemented by 40 CFR Part 93. Based upon an estimate of ozone precursor emissions (NO<sub>x</sub> and VOCs), the preferred alternative would result in emissions below de minimis levels in 2009, 2010, and 2011. It would reduce emissions in comparison to the Future No Action Alternative in 2012 and 2020.

This determination is based on analysis contained in the Final EIS in Chapter Five *Affected Environment*, Section 5.B *Air Quality*, and Chapter Six *Environmental Consequences*, Section 6.B *Air Quality*.

- **Determination that the Proposed Action is consistent with approved coastal zone management programs, Executive Order 13089, Coral Reef Protection; Coastal Barrier Resources Act, 16 U.S.C. 3501-3510, and Coastal Zone Management Act, 16 U.S.C. 1451-1464.**

The Florida Department of Environmental Protection (FDEP) has issued a preliminary determination that the FAA's Preferred Alternative is consistent with the policies of the Florida Coastal Management Program (FCMP). The state's issuance of the necessary resource permits to Broward County as airport sponsor will serve as the final finding of consistency with the FCMP.

This determination is based on analysis contained in the Final EIS in Chapter Five *Affected Environment*, Section 5.E.4 *Coastal Resources*, and Chapter Six *Environmental Consequences*, Section 6.E.4 *Coastal Resources*. See correspondence from the Florida Department of Environmental Protection. Dated July 28, 2008, provided in Appendix B, *Agency Letters: Concurrence, Certifications, Correspondence*.

- **Determination under 49 U.S.C. 303(c) [Section 4(f)] with respect to use of any publicly-owned land of a public park, recreation area, or wildlife and waterfowl refuge of national, state or local significance; or land from an historic site of national, State, or local significance.**

The FAA has determined there would be no direct or constructive use of any publicly-owned land of a public park, recreation area, or wildlife and waterfowl refuge of national, state or local significance; or land from an historic site of national, State, or local significance, as a result of the implementation of the FAA's Preferred Alternative (B1b).

The FAA's Preferred Alternative (B1b) would have a temporary construction impact to West Lake Park, which is a Section 4(f) resource, in the event that a temporary slurry pipe is used to transport dredge material from Port Everglades to FLL. The Broward County Parks and Recreation Division informed the FAA that this portion of West Lake Park is not accessible to the public and there are no park programs or activities offered in this portion of the park. There would be no permanent change or alterations to the park and all land disturbed would be fully restored. See Appendix B, *Agency Letters: Concurrence, Certifications, Correspondence* to review the correspondence from the Broward County Parks and Recreation Division, dated December 12, 2006.<sup>129</sup>

This determination is based on analysis contained in the Final EIS in Chapter Five *Affected Environment*, Section 5.D.2, *Section 4(f) Properties [Recodified as 49 U.S.C. 303(c)] and Section 6(f) Land and Water Conservation Fund Act* and Chapter Six *Environmental Consequences*, Section 6.D.2, *Section 4(f) Properties [Recodified as 49 U.S.C. 303(c)] and Section 6(f) Land and Water Conservation Fund Act*.

- **Findings and determinations regarding the potential impact to endangered or threatened and protected species, marine mammals, essential fish habitat and migratory birds. Endangered Species Act, 16 U.S.C. 1531-1544. Marine Mammal Protection Act, 16 U.S.C. 1361-1421h. Related Essential Fish Habitat Requirements of the Magnuson-Stevens Act, as amended by the Sustainable Fisheries Act, 16 U.S.C. 1855(b)(2). Migratory Bird Treaty Act, 16 U.S.C. 703-712.**

The FAA has determined that the FAA's Preferred Alternative (B1b) "may affect, but is not likely to adversely affect" Federally-listed endangered or threatened species (i.e. the Smalltooth sawfish), would have no affect on Johnson's Seagrass, and "may affect, but is not likely to adversely affect" marine mammals (West Indian manatee). FAA has also determined that it is "not likely to affect" state-listed species (Florida Burrowing Owl), and that there would be no significant impacts to essential fish habitat or migratory birds. There are no designated critical habitats within the Study Area. The FAA determined that there would be "no effect" on the other eight Federally-listed animal species and the other 16 state listed animal and 35 state listed plant species that would potentially occur or be present in the Study Area.

<sup>129</sup> Although West Lake Park, identified as a 4f property, will receive wetland mitigation as a consequence of this project, the mitigation plan for this park had been previously submitted and permitted. The mitigation set forth in the EIS and ROD will enhance the park as it currently exists, and therefore would not constitute a "use" as contemplated under 4f.

This determination is based on informal consultation, agency coordination and analysis, including a Biological Assessment contained in the Final EIS in Chapter Five *Affected Environment*, Section 5.F.1 *Fish, Wildlife, and Plants*, Chapter Six *Environmental Consequences*, Section 6.F.1 *Fish, Wildlife, and Plants*, the *Conceptual Wetland Mitigation Plan* January 24, 2008, provided in the Final EIS Appendix M, *Biological Resources*, and *Direct, Secondary, and Cumulative Effects on Essential Fish Habitat* February 5, 2008 provided in the Final EIS Appendix M, *Biological Resources*. Agency concurrence/coordination letters are included in this ROD in Appendix B *Agency Letters: Concurrence, Certifications, Correspondence*.

The U.S. Fish and Wildlife Service (USFWS) has concurred with the FAA's determination that the project "may affect, but is not likely to adversely affect" the West Indian manatee. The FAA agrees to follow the Service's *Standard Manatee Construction Conditions* during implementation of the project. The USFWS has concurred with the FAA's determination that the project "may affect, but is not likely to adversely affect" the wood stork. The FAA agrees to provide mitigation to offset the loss of wood stork foraging habitat resulting from the project. The number of credits to offset any potential loss of wood stork foraging habitat could be based on the USFWS *Draft Wood Stork Foraging Analysis Methodology*.<sup>130</sup>

The National Marine Fisheries Service (NMFS) has concurred with the FAA's determination that the smalltooth sawfish "are not likely to be adversely affected" by the project. The FAA agrees to use turbidity controls and comply with NMFS' March 23, 2006, *Sea Turtle and Smalltooth Sawfish Construction Conditions*<sup>131</sup> during implementation of the project.

Consultation with the NMFS was conducted pursuant to section 7 of the Endangered Species Act of 1973, as amended (Act) (87 Stat. 884:16 U.S.C. 1531 *et seq.*). The FAA prepared a Biological Assessment (BA) for potential impacts to the smalltooth sawfish and other species regulated by the NMFS under Section 7(c) of the Endangered Species Act. The NMFS reviewed the BA and concurred with the FAA determination that the smalltooth sawfish "are not likely to be affected" by the Proposed Action.<sup>132</sup> The FAA will ensure that the construction will use turbidity controls and comply with the NMFS' March 23, 2006, *Sea Turtle and Smalltooth Sawfish Construction Conditions*.

The FAA provided an Essential Fish Habitat (EFH) assessment in accordance with 50 CFR Section 600.920(e) for an EFH assessment in the Draft EIS. In response to their comments on the Draft EIS, the NMFS provided Conservation Recommendations in accordance with Section 305(b)(4)(A) of the Magnuson-

---

<sup>130</sup> Letter from Paul Souza, Field Supervisor, South Florida Ecological Services Office, U.S. Fish and Wildlife Services, South Florida Ecological Services Office, to Virginia Lane, FAA Orlando Airports District Office, RE: Service Federal Activity Code: 41420-2007-FA-0701. Dated: January 31, 2008.

<sup>131</sup> Letter from Roy E. Crabtree, Ph.D., Regional Administrator, National Marine Fisheries Service, to Virginia Lane, FAA Orlando Airports District Office, RE: File: 1514-22.f.1.FL, Ref: I/SER/2008/00504. Dated: March 24, 2008.

<sup>132</sup> Letter from Roy E. Crabtree, Ph.D., Regional Administrator, United States Department of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service, Southeast Regional Office. To: Virginia Lane, FAA Orlando Airports District Office. Dated March 24, 2008.

Stevens Act, and also requested additional information in order to fully evaluate the proposed project.<sup>133</sup> The FAA provided the requested additional information and the FAA's response to the NMFS EFH Conservation Recommendations.<sup>134</sup> The FAA has fully considered the EFH Conservation Recommendations in accordance with the requirements of Section 305(b)(4)(B) of the Magnuson-Stevens Act. Consistent with the NMFS EFH Conservation Recommendations, a *Conceptual Wetland Mitigation Plan* to compensate for unavoidable impacts to wetlands and EFH was provided in the Final EIS, Appendix M, *Biological Resources*. The *Conceptual Wetland Mitigation Plan* references a monitoring plan for the ecological success of the off-site compensatory mitigation as described in Section Five of the *Conceptual Wetland Mitigation Plan*. Further refinement of the *Conceptual Wetland Mitigation Plan* and the monitoring plan are to be addressed by Broward County and the USACE during the Section 404 permitting process.

NMFS provided comments on the Final EIS regarding the additional information referenced above.<sup>135</sup> The FAA resubmitted the additional information to NMFS for their review and comment and conducted further coordination with NMFS regarding their Conservation Recommendations.<sup>136</sup>

In response to the NMFS Conservation Recommendations, the FAA will ensure that the Airport Sponsor, in consultation with NMFS HCD, will develop a mitigation and monitoring plan as part of the 404 permit process. Based on the preceding, NMFS has indicated that the FAA has completed its coordination in accordance with the Magnuson-Stevens Act.<sup>137</sup>

The FAA coordinated with the State of Florida Department of Environmental Protection and the Florida Fish and Wildlife Conservation Commission regarding potential impacts to protected state species. Based on the state's coordinated review and comment on the Final EIS<sup>138</sup>, the FAA has determined that the implementation of the FAA's Preferred Alternative (B1b) would have no effect upon state listed species. Suitable nesting habitat for the Florida burrowing owl has been historically reported on airport property, but no burrowing owl activity on-airport was observed during field surveys conducted for this EIS in November 2004. Implementation of the FAA's Selected Alternative (B1b) is not likely to result in impacts to the Florida burrowing owl. In accordance with state requirements, the FAA ensures that field surveys would be conducted on-airport

<sup>133</sup> Letter from Paul Weller for Miles M. Croom, Assistant Regional Administrator, Habitat Conservation Division, National Marine Fisheries Service, to Virginia Lane, FAA Orlando Airports District Office, RE: F/SER4:JK/pw. Dated: May 17, 2007

<sup>134</sup> Letter from Virginia Lane, FAA Orlando Airports District Office, to Jocelyn Karazsia, National Marine Fisheries Service, with enclosure *Direct, Secondary, and Cumulative Effects on Essential Fish Habitat*. Dated: September 29, 2008.

<sup>135</sup> Letter from Paul Weller for Miles M. Croom, Assistant Regional Administrator, Habitat Conservation Division, National Marine Fisheries Service, to Virginia Lane, FAA Orlando Airports District Office, RE: F/SER4:JK/pw. Dated: July 25, 2008

<sup>136</sup> Letter from Virginia Lane, FAA Orlando Airports District Office, to Jocelyn Karazsia, National Marine Fisheries Service, with enclosure *Direct, Secondary, and Cumulative Effects on Essential Fish Habitat*. Dated: September 29, 2008.

<sup>137</sup> Email from Pace Wilbur, Atlantic Branch Chief, Charleston (F/SER47) Southeast Regional Office, NOAA Fisheries, to Virginia Lane, FAA Orlando Airports District Office. Dated: November 25, 2008

<sup>138</sup> Letter from Sally B. Mann, Director, Office of Intergovernmental Programs, Florida Department of Environmental Protection, to Virginia Lane, FAA Orlando Airports District Office, RE: SAI# FL200806204295C Reference SAI# FL200703223172C. Dated: July 28, 2008.

within any appropriate habitat to determine the presence or absence of this species no less than 90 days prior to beginning construction of the project to ensure that the species has not recurred.

- **Floodplain determination and findings in accordance with Executive Order 11998, *Floodplain Management*. The environmental decision made by the FAA must also include floodplain findings in accordance with DOT Order 5650.2, *Floodplain Management and Protection*.**

The FAA has determined that the FAA's Preferred Alternative (B1b) would not result in a significant encroachment on a floodplain as defined in DOT Order 5650.2, *Floodplain Management and Protection* which implements Executive Order 11998, *Floodplain Management*. This determination is based on analysis contained in the Final EIS in Chapter Five *Affected Environment*, Section 5.E.3 *Floodplains*, and Chapter Six *Environmental Consequences*, Section 6.E.3 *Floodplains*.

With the exception of the No Action Alternative, a floodplain encroachment would occur with any of the runway development alternatives due to the existing airfield geometry and the presence of major transportation corridors and surrounding development. However, none of the runway development alternatives would result in a significant encroachment. The FAA will ensure through special grant conditions that the Airport Sponsor's final design for the proposed project minimize potential harm to or within the base floodplain. The FAA's Preferred Alternative (B1b) would conform to applicable state and local floodplain protection standards.

- **Determination concerning effects on historic properties in accordance with Section 106 of the National Historic Preservation Act of 1966. [National Historic Preservation Act, 16 U.S.C. 470(f)].**

The FAA has determined in accordance with Section 106 of the National Preservation Act of 1966 that there would be no effect of the Preferred Alternative on any properties either listed or eligible to be listed on the National Register of Historic Places as a result of implementation of the FAA's Preferred Alternative (B1b). The Florida Historic Preservation Officer has concurred with the FAA's determination that there would be no effect of the Preferred Alternative on any properties either listed or eligible to be listed on the National Register of Historic Places as a result of implementation of the FAA's Preferred Alternative (B1b).<sup>139,140</sup>

This determination is based on analysis contained in the Final EIS in Chapter Five *Affected Environment*, Section 5.D.1 *Historic, Architectural, Archeological, and Cultural Resources* and Chapter Six *Environmental Consequences*, Section 6.D.1 *Historic, Architectural, Archeological, and Cultural Resources*.

<sup>139</sup> Letter from Frederick P. Gaske, Director, and State Historic Preservation Officer, to John Whitaker, Janus Research, RE: DHR Project File No. 2005-12090. Dated: December 28, 2005

<sup>140</sup> Letter from Frederick P. Gaske, Director, and State Historic Preservation Officer, to Virginia Lane, FAA Orlando Airports District Office, RE: DHR Project File No. 2007-2396-B & 2007-2527-B. Dated: July 17, 2007.



- **Determination regarding coordination and consultation with Native American representatives in accordance with DOT Order 5301.1, Department of Transportation Programs, Policies, and Procedures Affecting American Indians, Alaska Natives, and Tribes; and FAA Order 1210.20, American Indian and Alaskan Native Tribal Consultation Policy and Procedures.**

Throughout the EIS process, the FAA has coordinated with Native American representatives in accordance with DOT Order 5301.1, *Department of Transportation Programs, Policies, and Procedures Affecting American Indians, Alaska Natives, and Tribes*; and FAA Order 1210.20, *American Indian and Alaskan Native Tribal Consultation Policy and Procedures*. This coordination is documented in the Final EIS in Chapter Six *Environmental Consequences*, Section 6.D.1 *Historic, Architectural, Archeological, and Cultural Resources*, and Appendix K.1, *Historic, Architectural, Archeological, and Cultural Resources*.

No comments were received by the FAA from Native American representatives during the EIS process.

- **Determination regarding environmental justice in accordance with Executive Order 12898 and DOT Order 5610.2, Environmental Justice.**

The FAA has determined that in accordance with Executive Order 12898 and DOT Order 5610.2, *Environmental Justice*, no disproportionately high and adverse impacts would occur to minority or low income populations as a result of the implementation of the FAA's Preferred Alternative (B1b). This determination is based on analysis contained in the Final EIS in Chapter Five *Affected Environment*, Section 5.H.1.2 *Environmental Justice* and Chapter Six *Environmental Consequences*, Section 6.H.1.2 *Environmental Justice*.

- **Determination that appropriate water quality requirements will be satisfied in accordance with the Clean Water Act. Clean Water Act, 33 U.S.C. §§ 1251, et seq.**

The FAA has determined that the FAA's Preferred Alternative (B1b) would not result in significant adverse water quality impacts for either surface or ground waters.

This determination is based on analysis contained in the Final EIS in Chapter Five *Affected Environment*, Section 5.E.1 *Water Quality* and Chapter Six *Environmental Consequences*, Section 6.E.1. *Water Quality*. All permits in accordance with water quality requirements will be obtained including a Section 401 Water Quality Certification from the South Florida Water Management District (SFWMD) and a modification to the National Pollutant Discharge Elimination System (NPDES) permit (Section 402 of the Clean Water Act) for proposed construction activities; this would be coordinated through the SFWMD.

- **Determination by the FAA in accordance with Executive Order 11990, Protection of Wetlands. Any impact to wetlands would necessitate a wetlands determination by the FAA in accordance with the above-mentioned Executive Order and Department of Transportation (DOT) Order 5660.1A, Preservation of the Nation's Wetlands, and Section 404 of the Clean Water Act. 33 U.S.C. § 1344.**

The FAA has selected the FAA's Preferred Alternative (B1b) for approval, which will impact 16.83 acres of wetlands (15.41 acres of direct wetland impacts and 1.42 acres of secondary wetland impacts).<sup>141</sup> Therefore, consistent with Executive Order 11990, prior to approval, the FAA must determine that there is no practicable alternative to the wetland impacts of such development. Under CWA Section 404 Guidelines, an alternative is practicable if it is available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes. 40 CFR §230.10(a)(2).

As discussed in Section 4.4 of this ROD, the FAA has determined that there is no practicable alternative to the selected alternative. The FAA then considered whether impacts to wetlands resulting from Alternative B1b could be minimized or mitigated.

A sequencing process was followed to avoid wetland impacts, followed by minimizing wetland impacts, and finally, by requiring mitigation for unavoidable impacts to the aquatic environment. The FAA notes that the USACE acknowledges the avoidance and minimization that have occurred over the history of this proposed project.<sup>142</sup>

The FAA has developed conceptual wetland mitigation based on input from, and in coordination with, the U.S. Army Corps of Engineers (USACE), the South Florida Water Management District (SFWMD), and the U.S. Environmental Protection Agency (EPA), and the National Marine Fisheries Service (NMFS).

The FAA took into consideration the functional values lost by the resource to be impacted in the wetland analysis contained in the EIS and has proposed appropriate compensatory wetland mitigation as identified in the Airport Sponsor's *Conceptual Wetland Mitigation Plan*.<sup>143</sup> The USACE and SFWMD have acknowledged these considerations and proposed mitigation.<sup>144,145</sup>

The FAA has determined there is no practicable alternative to the selected alternative, consistent with Executive Order 11990, Protection of Wetlands, Executive Order and Department of Transportation (DOT) Order 5660.1A, Preservation of the Nation's Wetlands, and Section 404 of the Clean Water Act. 33 U.S.C. § 1344. The FAA has taken all steps to ensure that all practicable measure to minimize harm to wetlands were included in the selected alternative.

---

<sup>141</sup> See the Final EIS, Appendix M.3, *Conceptual Wetland Mitigation Plan* and Section 3.2, *Secondary Impacts*.

<sup>142</sup> Letter from Tori K. White, Chief, Palm Beach Gardens Permits Section, U.S. Army Corps of Engineers, Jacksonville District. To: Virginia Lane, FAA Orlando Airports District Office. RE: Palm Beach Gardens Regulatory Section, Fort Lauderdale-Hollywood International Airport Draft EIS, SAJ-1995-4561. Dated: March 6, 2008.

<sup>143</sup> See the Final EIS, Appendix M, *Conceptual Wetland Mitigation Plan*.

<sup>144</sup> Letter from Tori K. White, Chief, Palm Beach Gardens Permits Section, U.S. Army Corps of Engineers, Jacksonville District. To: Virginia Lane, FAA Orlando Airports District Office. RE: Palm Beach Gardens Regulatory Section, Fort Lauderdale-Hollywood International Airport Draft EIS, SAJ-1995-4561. Dated: March 6, 2008.

<sup>145</sup> Letter from Sally B. Mann, Director, Office of Intergovernmental Programs, Florida Department of Environmental Protection, to Virginia Lane, FAA Orlando Airports District Office, RE: SAI# FL200806204295C Reference SAI# FL200703223172C. Dated: July 28, 2008.

- **Actions associated with the project that would require relocation assistance for displaced persons or businesses pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601 et seq.).**

These statutory provisions, imposed by Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, require that state or local agencies, undertaking federally-assisted projects which cause the involuntary displacement of persons or businesses, must make relocation benefits available to those persons impacted. As disclosed in the Final EIS Chapter Six Environmental Consequences, Section 8.4.1.4 Facility and Infrastructure Impacts, the FAA's Preferred Alternative (B1b) would require the full or partial acquisition of the Hilton Fort Lauderdale Airport Hotel and the Dania Boat Sales properties. These businesses would be eligible for federal relocation benefits. The FAA's Preferred Alternative (B1b) would not displace any persons.

- **The FAA has given this proposal the independent and objective evaluation required by the Council on Environmental Quality (40 C.F.R. Section 1506.5).**

As the Final EIS outlined, a lengthy process led to the ultimate identification of the FAA's Preferred Alternative (B1b), the disclosure of potential impacts, and the recommendation of appropriate mitigation measures. This process began with the FAA's competitive selection of an independent Third Party Contractor and continued throughout preparation of the Draft and Final EIS, culminating in identification of the selected alternative in this ROD. The FAA provided input, advice, and expertise throughout the planning and technical analysis, along with administrative direction and legal review of the project. From its inception, the FAA has taken a strong leadership role in the environmental evaluation of this project and has maintained the good faith, objectivity, and integrity of the review process.

## **6.2 DETERMINATIONS UNDER 49 USC SECTIONS 47106 AND 47107**

The FAA makes the following determinations for this project based upon the appropriate information and data contained in the EIS and the administrative record. These environmental determinations are prerequisites for agency approval of applications for grants of federal funding.

- **Determination of consistency with existing plans of public agencies for the development of the area surrounding the airport. Airport Development Grant Program, 49 U.S.C. 47106(a)(1).**

It has been the long-standing policy of the FAA to rely heavily upon actions of local planning organizations to satisfy the project consistency requirements of 49 U.S.C. 47106(a)(1) [see, e.g., *SOC v. Dole*, 787 F.2d 186, 199 (7th Cir., 1986)]. Furthermore, both the legislative history and consistent agency interpretations of this statutory provision make it clear that reasonable, rather than absolute, consistency with these plans is all that is required.

In the development of the Broward County Metropolitan Planning Organization (MPO) *2030 Long Range Transportation Plan* (LRTP) the MPO determined that the Airport Sponsor's proposed project, as described in the Fort Lauderdale-

Hollywood International Airport Master Plan, was consistent with the 2030 LRTP.<sup>146</sup> The FAA finds that the FAA's Preferred Alternative (B1b) is consistent with the existing plans of public agencies authorized by the state in the area in which the airport is located to plan for the development of the area surrounding the airport, and will contribute to the purposes of the 49 U.S.C. 47101 et seq. The FAA is satisfied that it has fully complied with 49 U.S.C. 47106(a)(1).

The FAA's Preferred Alternative (B1b) is consistent with the local comprehensive plans that have been adopted by surrounding jurisdictions as discussed in the Final EIS, Chapter Six, *Environmental Consequences*, Section 6.C.2.2 *Consistency With Local Plans* and described in Chapter Five, *Affected Environment*, Section 5.C.2.2, *Land Use Plans*, and Appendix J.2, *Land Use Policies*. The FAA has also reviewed and considered the substantial documentation in the EIS record demonstrating that throughout the environmental process Broward County has shown concern for the impact of the proposed development action on surrounding communities.

- **Determination that fair consideration has been given to the interests of communities in or near the project location. Airport Development Grant Program, 49 U.S.C. 47106(b)(2).**

The local planning process (initiated in 1994)<sup>147</sup> and the FAA's environmental process for this EIS, which began with a January 19, 2005 Notice of Intent to prepare an environmental impact statement, results in this point of decision. The EIS process provided opportunities for the expression of, and response to, issues put forward by communities in or near the project location. Nearby communities and their residents have had the opportunity to express their views during agency and public scoping meetings in January 2005, at project focus group meetings throughout the EIS process, at an interim public information meeting held in February 2006, during the Draft EIS comment period (March-May 2007), at the FAA public information workshop held concurrent to the public hearing (May 1, 2007), at the FAA public hearing (May 1, 2007), and during the comment period following public issuance of the Final EIS in June 2008. The Airport Sponsor also conducted a separate public hearing after issuance of the Draft EIS in June 2007 to provide area residents the opportunity to express their views regarding the proposed action.

The FAA's consideration of these community views, including those of federal, state, and local officials, public organizations, and public individuals are set forth in the Final EIS in Appendix A *Agency Streamlining*, Appendix B *Public Involvement*, Appendix P *Response To Comments*, and Appendix R *Comments Received After Close of the Comment Period*; and in this ROD in Appendix A, *Comments Received and FAA Responses on the Final EIS*. Thus, the FAA has determined that throughout the environmental process, beginning at its earliest planning stages, fair consideration was given to the interest of communities in or near the project location.

<sup>146</sup> Broward MPO 2030 Long Range Transportation Plan Update, Adopted December 2004, Amended July 2007. Section 3.4 Review of Relevant Plans and Studies; and Section 3.4.7 Fort Lauderdale-Hollywood International Airport (FLL) Master Plan.

<sup>147</sup> Broward County Public Hearing on the Airport Master Plan Update and approval of the plan by the Broward County Board of County Commissioners, April 4, 1994.

- **Determination in accordance with 47106(c)(1)(A) that the Sponsor has provided the following certifications:**
  - **an opportunity for a public hearing was given to consider the economic, social, and environmental effects of the location and the location's consistency with the objectives of any planning that the community has carried out; 49 U.S.C. 47106(c)(1)(A)(i)]**
  - **the airport management board has voting representation from the communities in which the project is located or has advised the communities that they have the right to petition the Secretary about a proposed project; and 49 U.S.C. 47106(c)(1)(A)(ii)]**
  - **with respect to an airport development project involving the location of an airport, runway, or major runway extension at a medium or large hub airport, the airport sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted; and 49 U.S.C. 47106(c)(1)(A)(iii)]**

The Airport Sponsor has provided certifications to the FAA that in accordance with 47106 (c)(1)(A): (i) that an opportunity for a public hearing was given to consider the economic, social, and environmental effects of the location and the location's consistency with the objectives of any planning that the community has carried out; (ii) that the airport management board has voting representation from the communities in which the project is located; and (iii) that the Airport Sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.<sup>148</sup> See Appendix B, *Agency Letters: Concurrence, Certifications, Correspondence*.

- **Determination in accordance with 49 U.S.C. 47106(c)(1)(C) to approve major airport development projects having significant adverse impacts on natural resources, including fish and wildlife, natural, scenic, and recreation assets, water and air quality, or another factor affecting the environment, only after finding that no possible and prudent alternative to the project exists and that every reasonable step has been taken to minimize the adverse effect.**

The FAA has determined that implementation of the FAA's Preferred Alternative (Alternative B1b) would cause significant adverse effect on natural resources. Specifically, the FAA anticipates that there will be noise, compatible land use and

---

<sup>148</sup> Letter from Kent G. George, A.A.E., Director of Aviation, Broward County Aviation Department, Fort Lauderdale-Hollywood International Airport, to Dean Stringer, Manager, FAA Orlando Airports District Office, RE: Sponsor's Certification in Accordance with 49 U.S.C. 47106(c)(1)(a)(i), (ii), (iii); and Certification in Accordance with 49 U.S.C. 47107(a)(10). Dated: September 30, 2008.

wetlands impacts.<sup>149</sup> Alternatives B4, C1, and D2 would have fewer environmental impacts for noise, compatible land use, and wetlands, than the Selected Alternative (B1b). All of these alternatives are capable of being built as a matter of sound engineering principles. However, for the reasons explained in detail below, considering the basic purpose and need to increase runway capacity and reduce delays as well as overall project purposes relating to flexibility for future growth, none of these alternatives would be possible and prudent.

- Alternative B4 has a higher level of delay as compared to the FAA's Preferred Alternative (B1b) in 2020; average minutes of delay per operation for Alternative B4 is 4.7; average minutes of delay per operation for Alternative B1b is 3.1. Moreover, based on the FAA's EIS analysis which is supported by letters from airlines operating at FLL, there is potential for pilot refusal of the 6,000-foot runway under Alternative B4. Any refusals increase the delay beyond the 4.7 average. According to the sensitivity analysis, pilot refusals on Alternative B4 would result in 10.2 minutes of average delay per operation. These pilot refusals would cause this alternative to exceed the acceptable level of delay identified for FLL (six minutes).

In addition, Alternative B4 is the only runway development that would not close the crosswind runway, Runway 13/31 which is an objective of Broward County. Closing the crosswind runway would result in noise reduction and increase available property for future development in the mid-field and West Side areas of the airport property.<sup>150,151</sup> The FAA has received public comment supporting the closure of Runway 13/31.

There would be runway crossings of Runway 13/31 with Alternative B4 compared to the FAA's Preferred Alternative (B1b), which closes Runway 13/31. The Alternative B4 three-runway airfield configuration would require aircraft to cross an active runway (13/31) to access the north or south airfield, compared to the FAA's Preferred Alternative B1(b) which is a two runway configuration with the closure of Runway 13/31.

This increase in runway crossings with Alternative B4 will increase the complexity of the coordination of air traffic control ground movements. These crossings could become an operational concern for air traffic control as usage of Runway 13/31 increases with future demand. At some point, ground operations could become sufficiently complex to affect the overall efficiency of aircraft operations on both Runways 13/31 and Runway 9R/27L. To maintain the safe

<sup>149</sup> In light of the policy "that airport projects...provide for the protection and enhancement of natural resources and the quality of the environment of the United States" (49 USC §47101(a)(6)), the FAA interprets the phrases "natural resources" and "another factor affecting the environment" to include impacts of noise on people. But for the consideration of noise and compatible land use, the section 47106(c)(1)(C) determination for this project would parallel the determination regarding practicable alternatives for avoiding wetland impacts.

<sup>150</sup> Decommissioning the crosswind runway was stipulated in the Board's December 9, 2003, motion and included in the October 2004 Broward County Objective Statement, see Appendix B in this ROD.

<sup>151</sup> Broward County Florida, Master Plan Update – Phase I, Draft Final Summary Report, January 2006, Leigh Fisher Associates, A division of Jacobs Consultancy Inc. Broward County is currently conducting Phase II.

and efficient crossing of runways, additional air traffic control coordination would be required with Alternative B4, as compared to the FAA's Preferred Alternative (B1b).<sup>152</sup>

For these reasons, the FAA has determined that the B4 would not be possible and prudent.

- Alternative C1 has a higher level of delay during all weather conditions as compared to the FAA's Preferred Alternative (B1b) in 2020; average minutes of delay per operation for Alternative C1 is 5.0; average minutes of delay per operation for Alternative B1b is 3.1.

During IFR conditions, which occur 6.9 percent of the year, Alternative C1 would have delays comparable to the No Action Alternative and much higher than the FAA's Preferred Alternative. While Alternative C1 would have 5.0 average minutes of delay per operation under all weather conditions, the average minutes of delay under IFR conditions could be as high as 32.2 average minutes of delay in East Flow operations and as high as 79.1 average minutes of delay in West Flow operations. Only the No Action Alternative results in this level of delay under IFR conditions. By comparison, Alternative B1b would have 3.2 average minutes of delay in East Flow operations and 8.3 average minutes of delay in West Flow operations. See the Final EIS, Appendix F *Net Benefits Analysis*, Table F12 *Alternatives Delay Detail – Year 2020*.

With the configuration of the dependent north parallel runway system of Alternative C1, there would be more runway crossings as compared to the FAA's Preferred Alternative (B1b). The Alternative C1 airfield configuration would require aircraft to cross an active runway to access the terminal area. In east flow and west conditions, under Alternative C1, every arrival to Runway 8/26 would need to cross the departure runway, Runway 9L/27R. An increase in runway crossings at FLL will increase the complexity of the coordination of air traffic control ground movements. To maintain the safe and efficient crossing of runways, additional air traffic control coordination would be required as compared to the FAA's Preferred Alternative (B1b).

Finally, Alternative C1 would not address the overall project purpose because it would not meet the airport sponsor's goal of flexibility to allow future growth opportunities. Alternative C1 would result in substantial impacts (72 percent) to existing airport property and tenant leasehold facilities. While there would be available land for future airport facility development, this majority of this land is non-airside (45 acres), and located west of Interstate 95, and there would be minimum airside land available for future airport development.

The airport currently contains an estimated 363 acres of airport properties and tenant leasehold facilities outside of the central terminal complex. With Alternative C1 there would be a substantial displacement of 261.5 acres (72 percent) of airport properties and tenant leasehold facilities compared to the FAA's Preferred Alternative (B1b) which would displace 18.6 acres (five percent)

---

<sup>152</sup> Department of Transportation Notice of program renewal. *Runway Incursion Information Evaluation Program* Federal Register Notice Volume 69, No 138 July 20, 2004; and Memorandum from Rick Marinelli, P.E. Airport Engineering Division, AAS-100, x77669 To: All Regional Airports Division Managers Subject Engineering Brief No. 75: *Incorporation of Runway Incursion Prevention into Taxiway and Apron Design*, November 19, 2007.

of facilities. After development of the new runway and associated facilities, there would be 71.9 acres of on-airport land available for future airport property and tenant leasehold facility development compared to 134.6 acres with the FAA's Preferred Alternative (B1b). Only eight acres would be available for airside development compared to 39 acres for the FAA's Preferred Alternative (B1b). Alternative C1 would reduce Broward County's ability to generate aeronautical and non-aeronautical revenue streams at FLL.

For these reasons, the FAA has determined that the C1 would not be possible and prudent.

- Alternative D2, as a combination of Alternatives B4 and C1 provides a higher level of capacity and lower delay than the Selected Alternative (B1b), however, Alternative D2 utilizes all available airport property, with a deficiency of 8.2 acres (airside). There would be insufficient available property for existing airport tenant relocation and no available airport property (airside or non-airside) for future aeronautical development. This significant limitation on the growth and economic structure of this airport resulted in a finding that the D2 alternative would not be possible and prudent.

The FAA has determined that the alternatives that may have resulted in lower environmental impacts are not possible and prudent. The FAA therefore made all possible efforts to minimize the adverse environmental impacts of the Selected Alternative (B1b) and mitigate the unavoidable impacts that result.

This determination is based on analysis contained in the Final EIS in Chapter Five *Affected Environment*, Chapter Six *Environmental Consequences*, Chapter Seven *Cumulative Impacts*, and Chapter Eight, *Mitigation*.

- **Appropriate action, including the adoption of zoning laws, has been or will be taken to the extent reasonable to restrict the use of land next to or near the airport to uses that are compatible with normal airport operations [49 U.S.C. 47107(a)(10)].**

The Airport Sponsor has provided written assurance to the FAA, that to the extent reasonable, the Airport Sponsor has taken or will take actions to restrict land uses in the airport vicinity, including the adoption of zoning laws, to ensure the uses are compatible with airport operations.<sup>153</sup> See Appendix B, *Agency Letters: Concurrence, Certifications, Correspondence*.

---

<sup>153</sup> Letter from Kent G. George, A.A.E., Director of Aviation, Broward County Aviation Department, Fort Lauderdale-Hollywood International Airport, to Dean Stringer, Manager, FAA Orlando Airports District Office, RE: Sponsor's Certification in Accordance with 49 U.S.C. 47106(c)(1)(a)(i), (ii), (iii); and Certification in Accordance with 49 U.S.C. 47107(a)(10). Dated: September 30, 2008.



**THIS PAGE INTENTIONALLY LEFT BLANK**

## **7. PUBLIC INVOLVEMENT AND AGENCY COORDINATION**

The public and federal, state, and local agencies were afforded opportunities to participate in the EIS process and to provide input for FAA consideration in the development of the EIS. The FAA has considered all comments submitted by the general public and the agencies throughout the EIS process.

As part of this process, the FAA briefed federal, state, and local agencies, as well as the public, on the Airport Sponsor's Proposed Project and the runway development alternatives carried forward for detailed evaluation in the EIS. In January 2005, the FAA conducted scoping meetings with agencies and the public to identify the issues to be analyzed in the EIS. On February 2, 2006, a public information workshop was held to provide an update on the status of the EIS process and to receive public comments. (See the Final EIS, Appendix B.1, *Scoping*, and Appendix B.3, *Interim Public Workshop*.) Both the FAA and the Airport Sponsor provided opportunities for public involvement and also participated in the various public involvement activities.

### **7.1 PUBLIC INVOLVEMENT**

A series of Project Focus Group meetings were held at key milestones throughout the conduct of the EIS. The Project Focus Groups consisted of small meetings with representatives of community and homeowner association's surrounding the airport. The Project Focus Groups participants represented five communities located in the Study Area: Fort Lauderdale, Plantation, Hollywood, Davie, and Dania Beach. (See the Final EIS, Appendix B.2, *Focus Group Meetings*.)

Notices of availability of the Draft EIS and the public information workshop and public hearing were published in 2007 in the Federal Register (March 30), the Sun Sentinel (April 15, 22, and 29), Broward Herald (April 15, 22, and 29), and the El Heraldo (April 16). Following the publication of the Draft EIS and prior to the EIS public hearing, the Broward County Board of County Commissioners requested that the FAA conduct a series of three District-wide briefings at locations in their Districts. These briefings consisted of a presentation of the contents of the Draft EIS followed by a question and answer period. On May 1, 2007, a public information workshop and public hearing were held at the Fort Lauderdale Hollywood Convention Center. Over 600 people attended the FAA public information workshop and the FAA public hearing. (See the Final EIS, Appendix B.5, *FAA Public Hearing/Workshop*.)

The FAA's comment period on the Draft EIS closed on May 21, 2007. Comments were received on the Draft EIS from federal, state, and local agencies as well as the public. The FAA reviewed and prepared responses to all substantive comments received on the Draft EIS. This information is provided in the Final EIS in Appendix P, *Response to Comments*.

The FAA continued to receive comments on the information contained in the Draft EIS after the close of the official comment period, May 21, 2007. The FAA's comments to these comments received after the close of the comment period are provided in the Final EIS, Appendix R, *Response to Comments Received After the Close of the Draft EIS Comment Period*.

The EPA's Federal Register Notice on the availability of the Final EIS was published on June 27, 2008. A 30-day agency and public comment period was provided. The FAA has reviewed all comments to determine if any significant or substantial or new issues were raised regarding the analysis or information contained in the Final EIS that had not previously been submitted and considered in the Draft EIS. All comments received were evaluated and considered by the FAA. The responses to those comments are provided in this ROD in Appendix A, *Comments Received and FAA Responses on the Final EIS*.

The City of Dania Beach made a request to the FAA to submit additional comments to supplement their previous comments provided on the Final EIS. Those comments, received in October 2008, were reviewed by the FAA to determine if any significant or substantial or new issues were raised regarding the analysis or information contained in the Final EIS that had not previously been submitted, considered. These comments are responded to in Appendix A of this ROD.

## **7.2 AGENCY COORDINATION**

The FAA coordinated with federal, state, local, and tribal entities throughout the EIS process, including the United States Environmental Protection Agency (EPA), United States Army Corps of Engineers (USACE), United States Fish and Wildlife Service (USFWS), the National Marine Fisheries Service (NMFS), the Advisory Council on Historic Preservation (ACHP), the Florida Department of Environmental Protection (FDEP), the Florida Division of Historic Resources, the Florida Department of Transportation (FDOT), South Florida Water Management District (SFWMD), Broward County, and local municipalities.

**Vision 100 Act:** It is the policy of the United States to undertake projects to increase airport capacity to the maximum feasible extent and further for major projects to protect and enhance natural resources and the quality of the environment.<sup>154</sup> The U.S. Congress stressed the importance of airports to the economy and required the FAA to implement a process for expedited and coordinated environmental reviews for airport capacity enhancement projects at congested airports and for safety and security projects under *Vision 100 Century of Aviation Reauthorization Act Public Law 108-176*. Congress directs the FAA to encourage the construction of capacity projects at congested airports, but qualifies this with the need to assess environmental impacts associated with these projects. FLL was identified as a congested airport in the *FAA's Airport Capacity Benchmark Report of 2004*.<sup>155</sup> Because the FAA has identified FLL as a congested airport, the EIS is subject to the environmental streamlining provisions of the Vision 100 Act.<sup>156</sup>

In accordance with the Vision 100 Act, the FAA entered into a Memorandum of Agreement (MOA) with the following agencies: the U.S. Army Corps of Engineers, the U.S. Fish and Wildlife Service, the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and Broward County. The MOAs identify agency roles and responsibilities, a methodology for reaching consensus,

<sup>154</sup> 49 U.S.C. 47101(a)(6), (7), Policies.

<sup>155</sup> *FAA's Airport Capacity Benchmark Report of 2004*. Federal Aviation Administration, September 2004.

<sup>156</sup> Vision 100 Century of Aviation Reauthorization Act, Public Law 108-176. December 2003.

and establishes review timeframes and deadlines. The FAA and the MOA signatory agencies have reached consensus on the content of, and the conceptual mitigation identified in, the Final EIS.

**Agency Coordination Regarding Impacts to Wetlands:** The FAA has consulted with the U.S. Army Corps of Engineers (USACE) and the South Florida Water Management District (SFWMD) regarding wetland impacts and the Airport Sponsor's *Conceptual Wetland Mitigation Plan*.<sup>157</sup> The FAA notes that the USACE acknowledges the avoidance and minimization that have occurred over the history of this proposed project.<sup>158</sup> The SFWMD has commented on the conceptual wetland mitigation plan and permitting requirements under the SFWMD Environmental Resource Permit (ERP) *Basis of Review* process.<sup>159</sup> The FAA has also coordinated the *Conceptual Wetland Mitigation Plan* with the U.S. Environmental Protection Agency (EPA).<sup>160</sup>

**National Marine Fisheries Service (NMFS):** Consultation with the NMFS was conducted pursuant to section 7 of the Endangered Species Act of 1973, as amended (Act) (87 Stat. 884:16 U.S.C. 1531 *et seq.*). The FAA prepared a Biological Assessment (BA) for potential impacts to the smalltooth sawfish and other species regulated by the NMFS under Section 7(c) of the Endangered Species Act. The NMFS reviewed the BA and concurred with the FAA determination that the smalltooth sawfish "are not likely to be affected" by the Proposed Action.<sup>161</sup> The FAA will ensure that the construction will use turbidity controls and comply with the NMFS' March 23, 2006, Sea Turtle and Smalltooth Sawfish Construction Conditions.

In response to the NMFS Conservation Recommendations, the FAA will ensure that the Airport Sponsor, in consultation with NMFS HCD, will develop a mitigation and monitoring plan as part of the 404 permit process. Based on the preceding, NMFS has indicated that the FAA has completed its coordination in accordance with the Magnuson-Stevens Act.<sup>162</sup>

<sup>157</sup> See Appendix M.3 of the Final EIS, *Conceptual Wetland Mitigation Plan*, Memorandum, To: FLL EIS Administrative Record, From: Mike Tust, Through: Sandra Walters. Subject: Summary of January 31, 2008 telephone conference with Leah Oberlin of the U.S. Army Corps of Engineers (USACE) to discuss analysis and approach of the Federal Aviation Administration's (FAA's) 'Draft' Conceptual Wetland Mitigation Plan for the Ft. Lauderdale-Hollywood International Airport (FLL) Proposed Runway Expansion Environmental Impact Statement (EIS). Dated: January 31, 2008.

<sup>158</sup> Letter from Tori K. White, Chief, Palm Beach Gardens Permits Section, U.S. Army Corps of Engineers, Jacksonville District. To: Virginia Lane, FAA Orlando Airports District Office. RE: Palm Beach Gardens Regulatory Section, Fort Lauderdale-Hollywood International Airport Draft EIS, SAJ-1995-4561. Dated: March 6, 2008.

<sup>159</sup> Letter from Sally B. Mann, Director, Office of Intergovernmental Programs, Florida Department of Environmental Protection, to Virginia Lane, FAA Orlando Airports District Office, RE: SAI# FL200806204295C Reference SAI# FL200703223172C. Dated: July 28, 2008

<sup>160</sup> Letter from Heinz J. Mueller, Chief, NEPA Program Office, Office of Policy and Management, U.S. Environmental Protection Agency, to Virginia Lane, FAA Orlando Airports District Office, RE: EPA NEPA Comments on FAA's FEIS, CEQ #20080244; ERP #FAA-E51052-FL. Dated: July 25, 2008.

<sup>161</sup> Letter from Roy E. Crabtree, Ph.D., Regional Administrator, United States Department of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service, Southeast Regional Office. To: Virginia Lane, FAA Orlando Airports District Office. Dated March 24, 2008.

<sup>162</sup> Email from Pace Wilbur, Atlantic Branch Chief, Charleston (F/SER47) Southeast Regional Office, NOAA Fisheries, to Virginia Lane, FAA Orlando Airports District Office. Dated: November 25, 2008

**U.S. Fish and Wildlife Service (USFWS):** Consultation with the USFWS was conducted pursuant to section 7 of the Endangered Species Act of 1973, as amended (Act) (87 Stat. 884:16 U.S.C. 1531 *et seq.*). The USFWS has concurred with the FAA's determinations that the project "may affect, but is not likely to adversely affect" the West Indian manatee and the wood stork. See this ROD, Section 6 *Findings, Determinations, and Certifications*.

## **8. CONDITIONS OF APPROVAL**

Section 9 of this ROD outlines the FAA's decision and orders. In granting the approvals contained in Section 9, the FAA incorporates the following conditions.

### **8.1 FUNDING CONSIDERATIONS**

The Airport Sponsor intends to apply for Airport Improvement Program (AIP) funding. This ROD includes the environmental determinations necessary to establish eligibility for approval of grants of federal funding. It does not signify an FAA commitment to provide financial support, which is a separate future decision that will be made in accordance with other applicable federal laws, FAA policies, and procedures. The Airport Sponsor is in the process of finalizing a benefit cost analysis and a financial plan in support of its application for grants of federal funding.

### **8.2 IMPLEMENTATION OF MITIGATION**

In approving this ROD, the FAA is identifying mitigation measures that it deems necessary to avoid or minimize significant environmental impacts associated with approval of the selected alternative.

Section 4 (*Summary of Mitigation Measures*) of this ROD discusses the mitigation actions that are made conditions of approval of this ROD. (These mitigation measures are discussed greater detail in the Final EIS, Chapter Eight, *FAA's Preferred Alternative* and for wetland mitigation in Appendix M.3 *Conceptual Wetland Mitigation Plan*). The approvals contained in this ROD are specifically conditioned upon full implementation of these mitigation measures.

In accordance with 40 CFR § 1505.3, the FAA will take appropriate steps, through federal grant assurances and conditions, airport layout plan approvals, and contract plans and specifications, to ensure that the mitigation actions outlined in this ROD are implemented during project development, and will monitor the implementation of these mitigation actions as necessary to assure that representations made in the Final EIS with respect to mitigation are carried out. These mitigation measures will be made the subject of special conditions included in any future grants of federal financial assistance to the Airport Sponsor.

The primary responsibility for implementation of the mitigation measures that are conditions of approval of this ROD lies with the Airport Sponsor. The FAA will have oversight responsibility to ensure the mitigation measures are implemented. The FAA finds that these measures constitute all reasonable steps to minimize harm and that they represent all practicable means to avoid or minimize harm to wetlands and other environmental harms from the selected alternative and proposed federal actions.

**THIS PAGE INTENTIONALLY LEFT BLANK**

## **9. DECISION AND ORDERS**

In the Final EIS, Chapter Eight, Section 8.4 *Identification of FAA's Preferred Alternative*, the FAA identified Alternative B1b as the FAA's "preferred alternative." The FAA must now select one of the following choices:

- Approve agency actions necessary to implement the proposed project, or
- Disapprove agency actions to implement the proposed project.

Approval would signify that applicable federal requirements relating to airport development and planning have been met and would permit Broward County, as the Airport Sponsor, to proceed with the proposed development and be eligible to receive federal funding and/or approval to impose and use Passenger Facility Charges for eligible items. In addition, Broward County is required to comply with its obligations under federal grant assurances upon acceptance of a grant offer. Not approving these agency actions would prevent Broward County from proceeding with the implementation of the FAA's Preferred Alternative (B1b).

**Decision:** I have carefully considered the FAA's goals and objectives in relation to the various aeronautical aspects of the proposed project at Fort Lauderdale-Hollywood International Airport discussed in the Draft Environmental Impact Statement and Final Environmental Impact Statement. The review included: the purpose and need that this project would serve; the alternative means of achieving the purpose and need; the environmental impacts of these alternatives; and the mitigation to preserve and enhance the human, cultural, and natural environment.

Under the authority delegated to me by the Administrator of the FAA, I find that the project in this ROD is reasonably supported. I therefore direct that action be taken to carry out the following agency actions discussed more fully in Section 2 of this ROD, *Requested Federal Actions and Approvals*, including:

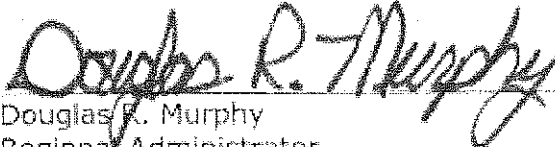
1. Eligibility for federal Funds through the Federal Airport Improvement Program (AIP) funding and to impose and use Passenger Facility Charges (PFCs) funding.
2. FAA approval to amend the ALP with the conditions noted in Section 8 of this ROD, *Conditions of Approval*, for the projects summarized in Section 1 of this ROD, *Description of Airport Sponsor's Proposed Action*, which constitutes the selected alternative in this ROD – FAA's Preferred Alternative (B1b).
3. FAA installation and/or relocation of navigational aids associated with the FAA's Preferred Alternative (B1b).
4. The FAA would amend the existing and/or develop new air traffic control procedures for FLL to include an expanded runway and the closure of Runway 13/31. The FAA would have to approve the amended and/or new instrument procedures, verify them through flight testing, and publish the procedures for general use.
5. FAA evaluation, determinations, and actions, through the aeronautical study process of any off-airport obstacles that might be obstructions to the navigable airspace under the standards and criteria of 14 CFR Part 77



*Objects Affecting Navigable Airspace*<sup>161</sup>, and the evaluation of the appropriateness of proposals for on-airport development from an airspace utilization and safety perspective based on aeronautical studies conducted pursuant to the standards and criteria of 14 CFR Part 157, *Notice of Construction, Alteration, Activation, and Deactivation of Airport*.

6. FAA certification and other approvals. FAA modification or amendment of existing certificates or specifications is required to comply with FAA design standards and to accommodate, in a safe and efficient manner, the passenger enplanements and aircraft activity forecasts.
  - Certification under FAR 14 CFR Part 139, *Certification of Airports*.
  - Operating specifications for scheduled air carriers intending to operate at the airport in the future under FAR 14 CFR Part 121, *Certification and Operations: Domestic, Flag, and Supplemental Air Carriers and Commercial Operations of Large Aircraft*.

Approved:



Douglas R. Murphy  
Regional Administrator  
FAA Southern Region

12-19-08

Date

<sup>161</sup> 49 U.S.C. § 40103(b) and 40113

*Objects Affecting Navigable Airspace*<sup>163</sup>, and the evaluation of the appropriateness of proposals for on-airport development from an airspace utilization and safety perspective based on aeronautical studies conducted pursuant to the standards and criteria of 14 CFR Part 157, *Notice of Construction, Alteration, Activation, and Deactivation of Airport*.

6. FAA certification and other approvals. FAA modification or amendment of existing certificates or specifications is required to comply with FAA design standards and to accommodate, in a safe and efficient manner, the passenger enplanements and aircraft activity forecasts.
  - Certification under FAR 14 CFR Part 139, *Certification of Airports*.
  - Operating specifications for scheduled air carriers intending to operate at the airport in the future under FAR 14 CFR Part 121, *Certification and Operations: Domestic, Flag, and Supplemental Air Carriers and Commercial Operations of Large Aircraft*.

Approved:

---

Douglas R. Murphy  
Regional Administrator  
FAA Southern Region

---

Date

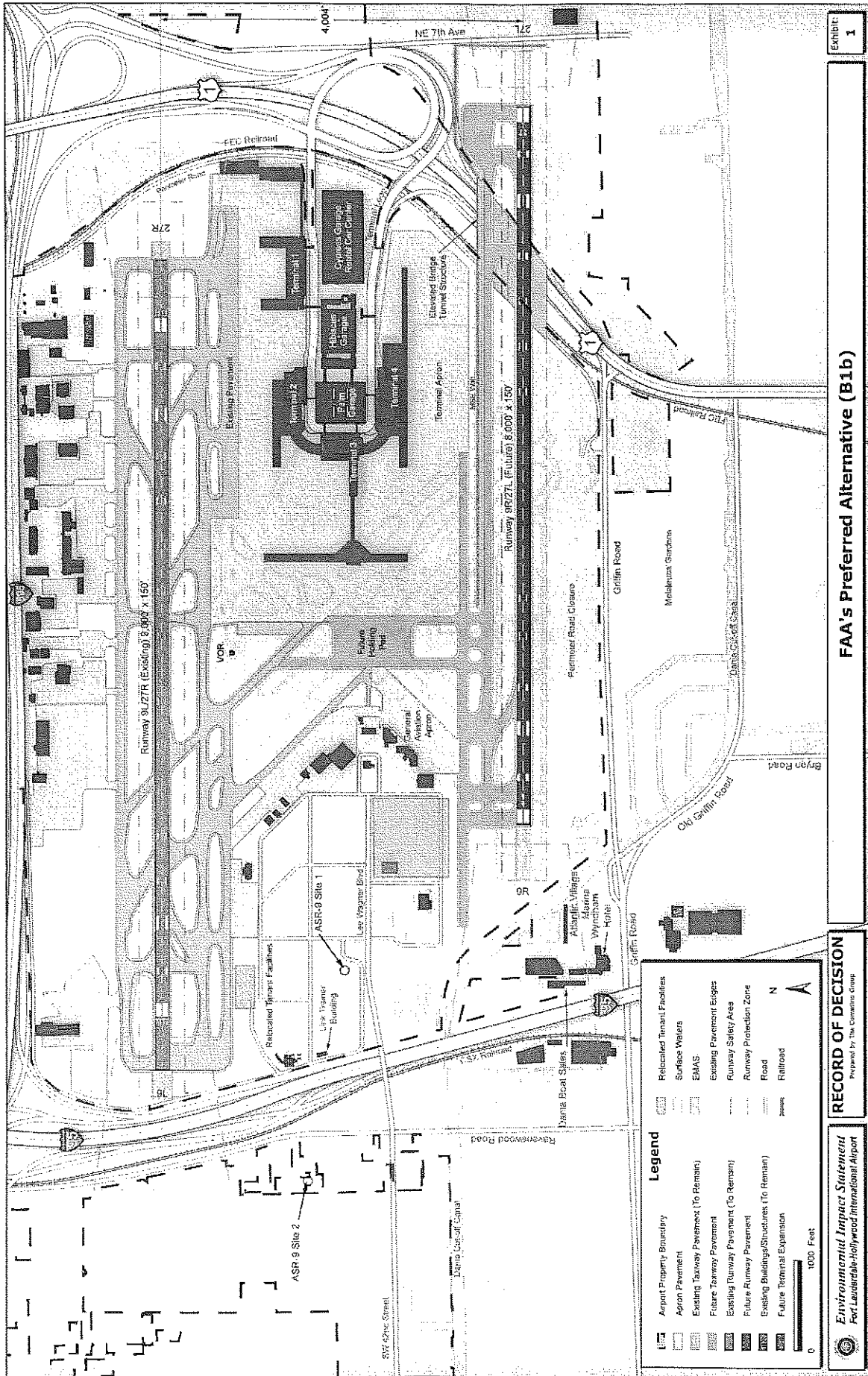
---

<sup>163</sup> 49 U.S.C. § 40103(b) and 40113

## **10. RIGHT OF APPEAL**

This ROD presents the FAA's final decision and approvals for the actions identified, including those taken under the provisions of 49 U.S.C. Subtitle VII, Parts A and B. This decision constitutes a final order of the FAA Administrator subject to review by the Courts of Appeals of the United States in accordance with the provisions of 49 U.S.C. § 46110. Any party seeking to stay the implementation of the ROD must file an application with the FAA prior to seeking judicial relief, as provided in Rule 18(a), Federal Rules of Appellate Procedure.

**THIS PAGE INTENTIONALLY LEFT BLANK**



**Legend**

	Airport Property Boundary		Relocated Terminal Facilities
	Apron Pavement		Surface Waters
	Existing Taxiway Pavement (To Remain)		EMAS
	Future Taxiway Pavement		Existing Pavement Edges
	Existing Runway Pavement (To Remain)		Runway Safety Area
	Future Runway Pavement		Runway Protection Zone
	Existing Buildings/Structures (To Remain)		Road
	Future Terminal Expansion		Railroad

**RECORD OF DECISION**  
 Prepared by The Candiano Group

**Environmental Impact Statement**  
 For Lauderdale-Hollywood International Airport

**FAA's Preferred Alternative (B1b)**

Exhibit: **1**

65-70 DNL		70-75 DNL		75+ DNL		65+	
Unmitigated Housing Units in the 65+ DNL of the 2020 B1b Contour							
Dania Beach							
Single Family	550	21	0	0	571	712	0
Multi Family	360	30	0	0	390	3	0
Mobile Home	90	0	0	0	90	0	222
<b>TOTAL HOUSING UNITS</b>	<b>1000</b>	<b>51</b>	<b>0</b>	<b>0</b>	<b>1051</b>	<b>215</b>	<b>222</b>
<b>Population</b>						<b>490</b>	<b>300</b>
<b>Total Population</b>						<b>2,344</b>	

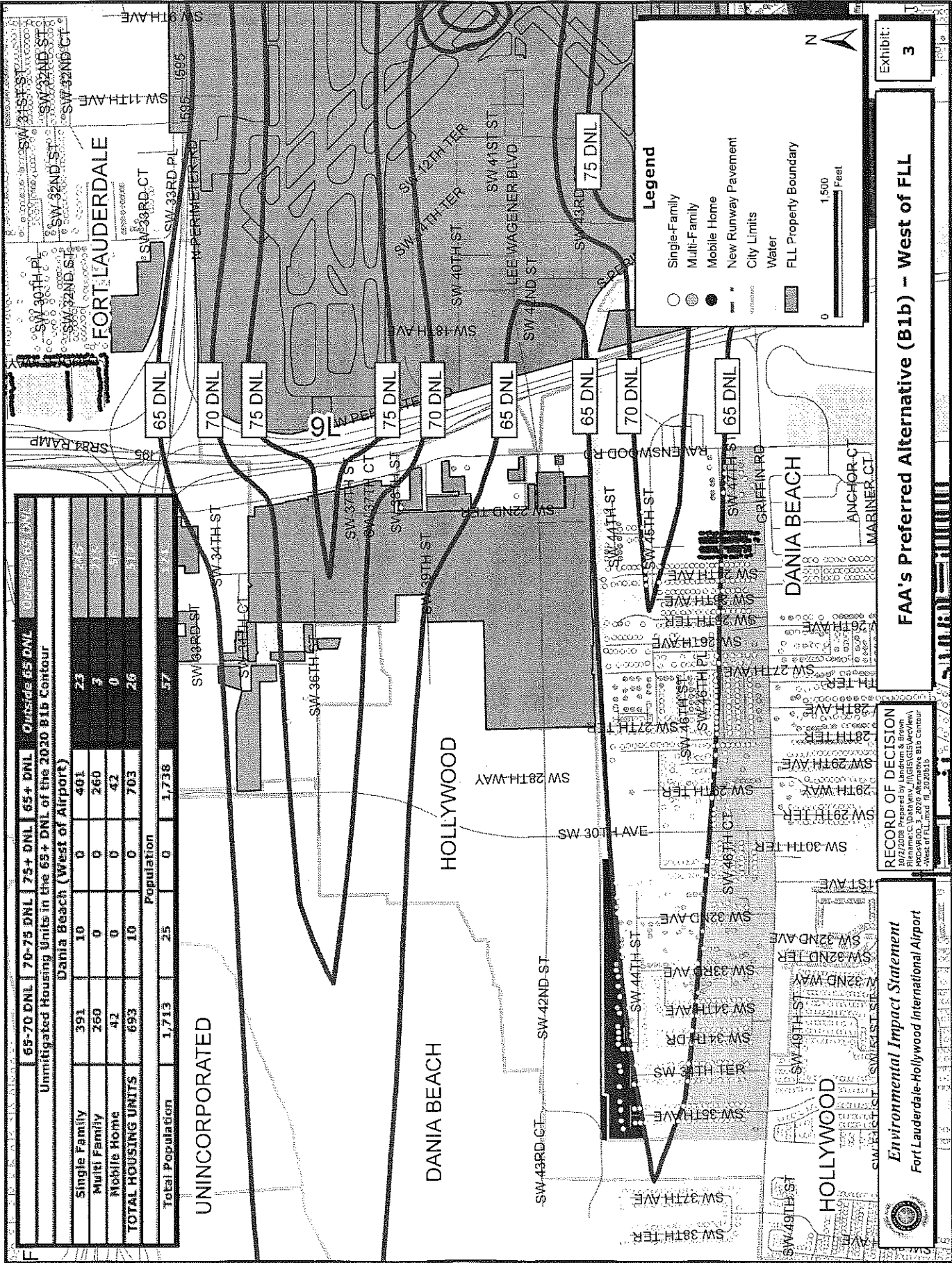


Exhibit: **2**

**FAA's Preferred Alternative (B1b) -  
2020 Noise Exposure Contour**

**RECORD OF DECISION**  
10/21/2008 Prepared by Laidman & Brown  
PROJECT NO. 2, 2020 Alternative B1b Contour  
map #12.02001b

**Environmental Impact Statement**  
Fort Lauderdale-Hollywood International Airport



Dania Beach (West of Airport)		65-70 DNL	70-75 DNL	75+ DNL	65+ DNL	Outside 65 DNL
Unmitigated Housing Units in the 65+ DNL of the 2030 B1b Contour						
Single Family	391	10	0	0	401	23
Multi Family	260	0	0	0	260	3
Mobile Home	42	0	0	0	42	0
<b>TOTAL HOUSING UNITS</b>	<b>693</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>703</b>	<b>26</b>
Population						
Total Population	1,713	25	0	0	1,738	57

**UNINCORPORATED**

**DANIA BEACH**

**HOLLYWOOD**

**UNINCORPORATED**

**DANIA BEACH**

**HOLLYWOOD**

**UNINCORPORATED**

**DANIA BEACH**

**HOLLYWOOD**

**UNINCORPORATED**

**DANIA BEACH**

**HOLLYWOOD**

**UNINCORPORATED**

**Legend**

- Single-Family
- Multi-Family
- Mobile Home
- New Runway Pavement
- City Limits
- Water
- FLL Property Boundary

Scale: 0 to 1,500 Feet

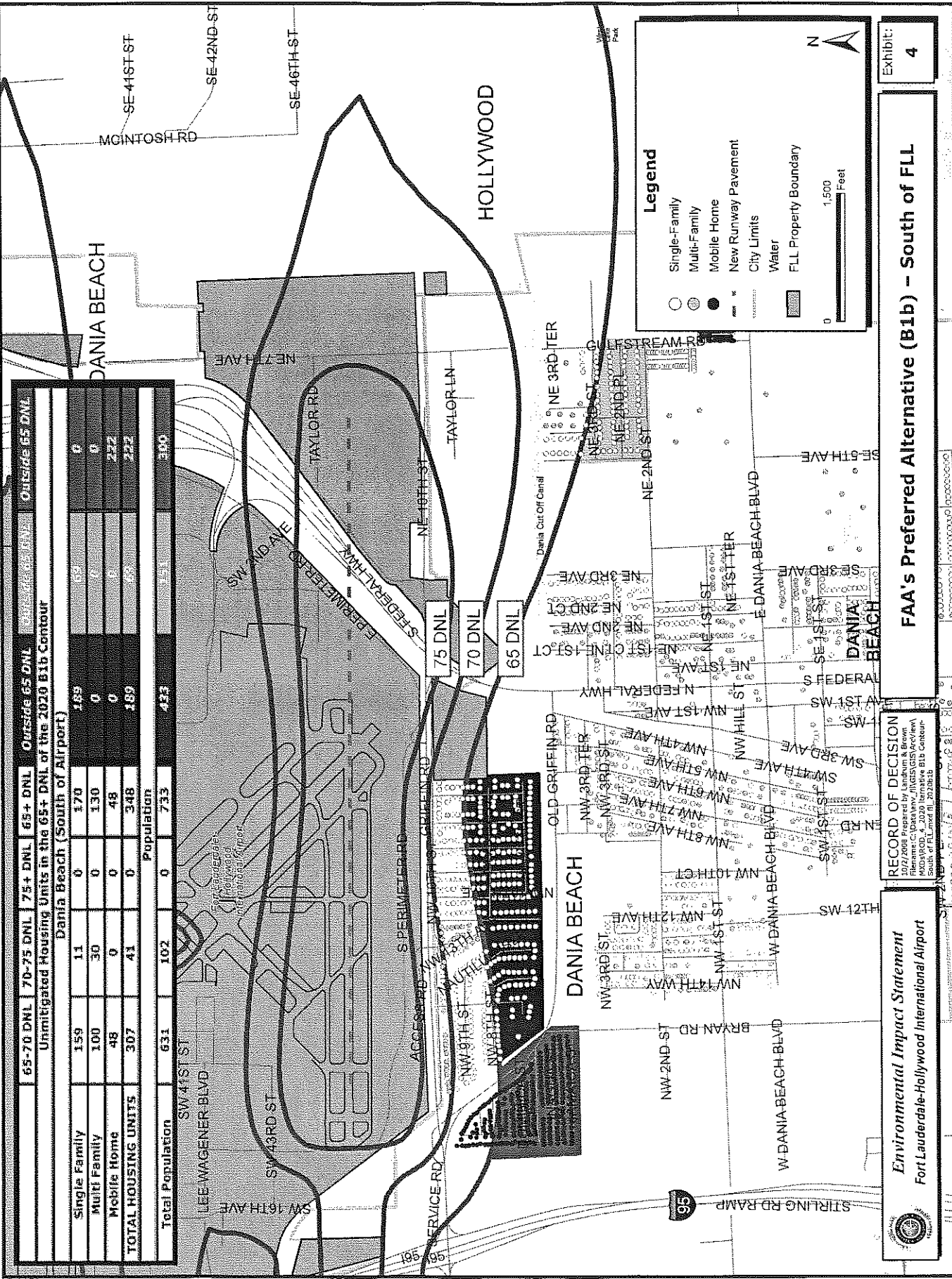
Exhibit: **3**

**FAA's Preferred Alternative (B1b) - West of FLL**

**RECORD OF DECISION**  
 10/2/2008 Prepared by Lindem & Brown  
 Filename: C:\Data\env\J\GIS\GIS\A-C\env\exp\exp\_2\_2025 Alternative B1b Contour West of FLL.mxd 10/2/2008

**Environmental Impact Statement**  
 Fort Lauderdale-Hollywood International Airport





	65-70 DNL	70-75 DNL	75+ DNL	65+ DNL	Outside 65 DNL	Outside 65 DNL
Unmitigated Housing Units in the 65+ DNL of the 2020 B1b Contour						
Dania Beach (South of Airport)						
Single Family	159	11	0	170	189	0
Multi Family	100	30	0	130	0	0
Mobile Home	48	0	0	48	0	222
<b>TOTAL HOUSING UNITS</b>	<b>307</b>	<b>41</b>	<b>0</b>	<b>348</b>	<b>189</b>	<b>222</b>
Population						
Total Population	631	102	0	733	433	350

**Legend**

- Single-Family
- Multi-Family
- Mobile Home
- New Runway Pavement
- City Limits
- Water
- ▭ FLL Property Boundary

0 1,500 Feet

N

Exhibit: 4

**FAA's Preferred Alternative (B1b) - South of FLL**

**RECORD OF DECISION**  
 Planning Commission (REG/ISS/ARC/VIEW)  
 PROJECT: A 2020 Iterative B1b Contour  
 South of FLL, mxd file: 02/08/18

**Environmental Impact Statement**  
 Fort Lauderdale-Hollywood International Airport







JOSEPHUS EGCELLETION, JR.

Mayor  
1000 E. Broward Blvd., Suite 200  
Fort Lauderdale, Florida 33304

Josephus Eggleton, Jr.  
1000 E. Broward Blvd., Suite 200  
Fort Lauderdale, Florida 33304  
Phone: 954-357-7000  
Fax: 954-357-7000  
www.broward.org

August 10, 2007

Mr. Ben Vernace, Assistant Manager  
Orlando Airports District Office, FAA  
5950 Hazeltine National Drive, Suite 400  
Orlando, Florida 32822

**Re: Broward County (Sponsor) Preferred Runway Alternative**

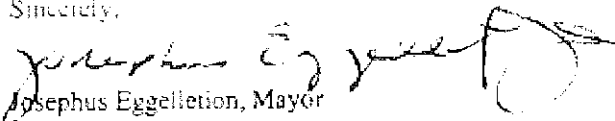
Dear Mr. Vernace:

Please allow this letter to serve as official notification of Broward County's preferred runway alternative. On December 9, 2003, the Board of County Commissioners formally designated what is essentially Alternative B1C in the Draft Environmental Impact Statement as its preferred runway alternative noting the modification which uses Engineered Material Arresting Systems (EMAS) to reduce the 1000' safety clearance zone.

On June 5, 2007, the Board of County Commissioners ratified the B1C Alternative as its preferred runway alternative. The vote for this alternative was six to three. For your information, there was only one other alternative that received any interest, Alternative D2, and it failed two to seven.

If you have any questions, please feel free to contact me at 954-357-7000.

Sincerely,

  
Josephus Eggleton, Mayor  
Broward County, Florida

- C: Board of County Commissioners (e-copy)
- Pam Brangaccio, County Administrator (e-copy)
- Bertha Henry, Deputy County Administrator (e-copy)
- Walt Houghton, Interim Aviation Director (e-copy)
- Mark Perryman, Landrum and Brown (e-copy)

**BROWARD COUNTY COMMISSION  
PUBLIC HEARING AND DELIBERATION  
ON THE RUNWAY ALTERNATIVES FOR THE  
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

(The meeting convened at 6:45 p.m. and adjourned at 1:21 a.m.)

PLEDGE OF ALLEGIANCE was led by Mayor, Josephus Eggelletion, Jr.

CALL TO ORDER: Mayor, Josephus Eggelletion, Jr. called the meeting to order and declared a quorum present.

<u>COMMISSIONER</u>	<u>DISTRICT</u>	<u>ATTENDANCE</u>
Josephus Eggelletion, Jr.	9	Present
Sue Gunzburger	6	Present
Kristin D. Jacobs	2	Present
Ken Keechl	4	Present
Ilene Lieberman	1	Present
Stacy Ritter	3	Present
John E. Rodstrom, Jr.	7	Present
Diana Wasseman-Rubin	8	Present
Lois Wexler	5	Present

1. A. MOTION TO RATIFY preferred runway alternative pursuant to and consistent with the Draft Environmental Impact Statement prepared by Landrum and Brown for the Federal Aviation Administration; and to authorize the County Administrator to forward such approval to the Federal Aviation Administration. -OR-

***ACTION: (T-1:19 A.M.) Approved.***

***VOTE: 6-3, with Commissioners Gunzburger, Rodstrom, and Vice Mayor Wexler voting no. (Refer to minutes for full discussion.)***

- B. MOTION TO APPROVE alternate runway option as outlined in the Draft Environmental Impact Statement prepared by Landrum and Brown for the Federal Aviation Administration; and to authorize the County Administrator to forward such approval to the Federal Aviation Administration.

***ACTION: (T-1:19 A.M.) No Board action was taken.***

\*\*\*\*\*

# **PORT EVERGLADES**

## ATTACHMENTS

- City of Fort Lauderdale Development Review Committee Meeting  
Agenda – 3/10/09
- City of Fort Lauderdale Development Review Committee Meeting  
Comments – 3/10/09

**1**

**AGENDA**  
**CITY OF FORT LAUDERDALE**  
**DEVELOPMENT REVIEW COMMITTEE (DRC) MEETING**

**DATE:** March 10, 2009

**LOCATION:** Planning and Zoning Department Conference Room  
700 NW 19<sup>th</sup> Avenue  
Fort Lauderdale, FL 33311

**9:00 a.m.** Staff Meeting

**9:45 a.m.** Regular Meeting – New Business

<u>Project Information</u>	<u>Case #</u>	<u>Estimated Time</u>
<b>1. <u>Capri Hotel / Capri Hotel Sign Package</u></b>	<b>27R09</b>	<b>9:45 AM</b>
<b>Request:</b> Site Plan Review / Signage Package Review		
<b>Zoning:</b> PRD (Planned Resort District)		
<b>Location:</b> 3101 Bayshore Drive		
<b>2. <u>Broward County / Northport DRI</u></b>	<b>28R09</b>	<b>10:15 AM</b>
<b>Request:</b> Site Plan Review / Amendments to Existing Development of Regional Impact		
<b>Zoning:</b> PEDD (Port Everglades Development District)		
<b>Location:</b> 1850 SE 17 <sup>th</sup> Street (General Location)		

It is anticipated that each DRC item will take approximately 30 minutes at the meeting unless otherwise noted. Due to space constraints in the DRC conference room and waiting area, please do not arrive more than 30 minutes prior to the estimated review time. A lunch period has been factored into the above estimated times. Your cooperation is appreciated.

Two or more City Commissioners and/or Advisory Board members may be present at this meeting. If any person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing he/she will need a record of the proceeding and for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

If you desire auxiliary services to assist in viewing or hearing the meetings or reading agendas and minutes, please contact the City Clerk's office at (954) 828-5002 two (2) days prior to the meeting, and arrangements will be made to provide these services for you. A turnkey video system is also available for your use during this meeting.

**APPLICANTS:** DRC comments will be available on the City's website at [www.ci.ftlaud.fl.us/documents/drc/drcagenda.htm](http://www.ci.ftlaud.fl.us/documents/drc/drcagenda.htm) on Friday, March 6, 2009 after 12:00 noon. It is strongly recommended that you review the comments prior to the meeting.

**DRC MEMBERS:** Comments are due to the Planning and Zoning Department prior to NOON, Wednesday March 4, 2009.

**2**

**Division:** Planning **Member:** Jimmy Koeth  
954-828-5276  
[Jkoeth@fortlauderdale.gov](mailto:Jkoeth@fortlauderdale.gov)

**Project Name:** Broward County / Northport DRI **Case No.:** 28-R-09

**DRC Date:** March 10, 2009

**Location:** 1850 SE 17<sup>th</sup> Street (general location)

**Request:** Amendments to the Existing Development of Regional Impact/ PEDD

**Note:** Included in these comments are requests for additional information that will further depict and explain the project. This information must be submitted before staff can complete its review of this application. Additional staff comments may be forthcoming after the applicant has provided this additional information.

Comments:

1. The applicant is strongly encouraged to contact all neighborhood associations located within three hundred feet (300') of the development site, to advise of this proposal (a map and listing of all neighborhood associations are listed on the City's website).
2. In order to move forward with the proposed amendments, the applicant must first address the requirements of Ord. No. C-98-45, Condition B.6. This condition requires that the applicant submit a revised traffic study and provide mitigation, if necessary, for road capacity reductions on Eller Drive, Spangler Blvd. or Eisenhower Blvd. This condition is outlined in a letter from FDCA to Chris Barton, P & Z Division dated August 21, 1998 (available upon request).

The DRI transportation analysis submitted with the Substantial Deviation Application for Development Approval indicates that 60 percent of the project traffic was distributed on Eisenhower Blvd. between SE 20 St. and SE 17 St., it was reduced to 40 percent between SE 20 St. and SR 84, and 16 percent between SR 84 and Eller Dr. The security gate installed after the development order was issued has severely limited capacity on Eisenhower Blvd. making it impossible for the DRI traffic to be distributed consistent with the approved transportation analysis. The security gate has redistributed project traffic to other roadways and created the need for a new transportation analysis consistent with the requirements of Condition B.6.

3. The proposed change to the approved Northport DRI development order is presumed to create a substantial deviation because Phase II is being extended beyond seven years from 2006 to 2018. Section 380.06(19) c, Fl. Statutes states that "An extension of the date of buildout of a development, any phase thereof, by more than 7 years is presumed to create a substantial deviation subject to further development-of-regional impact review." The applicant has not provided clear and convincing evidence to rebut this presumption.
4. The applicant has not provided an analysis or documentation to justify the deleting the requirement to place a notation on the face of the "Port Everglades Plat No. 2" (PB 108, P 31) and pay no less than \$288, 624 in road impact fees.
5. A portion of the area to be added (Area 2) contains a structure. What is the current use of this structure? Is the use of this structure permitted under the approved



development program? What is the sq. ft. of the structure? Provide narrative response with any supporting clarification.

6. The applicant has not filed an annual report for the reporting period of Jan. 1, 2008-Dec. 31, 2008. Provide annual report prior to proceeding forward.
7. As per Ch. 380.06 (19) (c) Fl. Statutes, provide evidence that the DRI was under active construction on July 1, 2007 for the automatic extension (2008 to 2011) to be applicable.
8. City Attorney's Office review (to be coordinated by the Planning and Zoning Department) is required prior to proceeding forward in the process.
9. On the application's Page 7, number 9, the applicant's response is N/A. Provide clarification in narrative format.
10. As per Ch. 380.06(19)(b) 5., Fl. Statutes, provide evidence that the proposal does not meet the following threshold: (b) Any proposed change to a previously approved development of regional impact or development order condition which, either individually or cumulatively with other changes.... . An increase in land area for office development by 10 percent or an increase of gross floor area of office development by 10 percent or 66,000 square feet, whichever is greater.
11. Provide clarification or documentation that the proposed addition/subtraction of land(s) from the DRI will not negatively affect any ULDR adequacy requirements (i.e.: drainage, water supply, etc.) or any previous conditions of the DO. Provide narrative response with any supporting clarification.
12. Address the requirement in Ord. No. C-02-1, Section 3, B.4 (page 14). It states: Prior to the year 2008, the Applicant shall construct a ramp serving either level 3, 4, or 5 of the existing parking garage to simulate the recently completed air quality modeling study. If said ramp is not completed, additional mitigation measures will be required to meet acceptable air quality standards. Provide narrative response with any supporting clarification.
13. Provide aerial clearly delineating the addition/subtraction of land(s).
14. Clearly delineate DRI boundaries on aerial (Exhibit E).
15. Provide clarification regarding whether a previous request by the Port Everglades Department of Broward County in 2003 for a proposed parking garage at Port Everglades, to be constructed partly within the Northport DRI and the an adjustment of the boundary by 1.10 acres is still pending or is no longer being pursued. Provide narrative response with any supporting clarification. (Letter outlining this request response from FDCA to Mr. Novack, Broward County Department of Port Everglades, dated 9/1/03, available upon request).
16. Provide, in narrative format, justification (reasons) for proposed changes (application pg. 2, no. 5).
17. FDOT and SFRPC comments are pending. Once the City receives comments, they will be forwarded to the applicant and become part of the case file. As of March 3, 2009, said comments have not been received.

18. An additional follow-up coordination meeting may be required to review project changes necessitated by the DRC comments. Please schedule a Professional Day Appointment with the project planner (call 954-828-8980) to review project revisions.
19. Additional comments may be forthcoming at the DRC meeting.
20. Provide a written response to all DRC comments within 180 days or additional DRC review may be required. Provide response(s) in narrative form with any supporting clarification or documentation.

# **ANNEXATION**

## ATTACHMENTS

- Map of Areas left to be Annexed in close proximity to Fort Lauderdale
- Minutes of Broward Legislative Delegation Annexation Committee
- City Commission – Broward Delegation Annexation Policy
- City Commission Meeting Minutes related to Annexation
  - 11/20/01
  - 12/11/01



## **Broward Legislative Delegation Annexation Committee**

The Broward Legislative Delegation Annexation Committee Co-chaired by Representatives Matthew Meadows and Perry Thurston held two hearings. The first hearing was held on November 28, 2008 and the second on January 14, 2008. These hearing were to give a history of annexation within Broward County and to discuss options for the remaining 13,000 residents who still remain unincorporated. The remaining neighborhoods are Broadview Park, population 6,800; Boulevard Gardens, population 1,400; Franklin Park, population 1,000; Roosevelt Gardens, population 2,000; Washington Park, population 1,300 and Hillsboro Pines, population 500.

The first hearing was open to the public; however, no public testimony was taken at this hearing. The Committee discussed, pass, present and future annexation issues. Representative Meadows gave a brief history of annexation in Broward County and explained how Broward County, the Broward Legislative Delegation, municipal leaders and community leaders came together to draft the annexation policy, amended in 2001, which is still used today to accomplish annexations within Broward County.

Marci Gelman, Broward County Office of Budget and Management, spoke on the results of the many annexations that have occurred within Broward County. Ms. Gelman explained that in 1980 there were approximately 168,000 residents living in unincorporated Broward and today there are only 13,000. The County has allocated more than \$650 million for infrastructure improvements to the unincorporated areas and has currently spent \$444 million on those improvements. These improvements include drainage, water, sewer, sidewalks and landscaping.

Currently, the County is working with the residents and the City of Coconut Creek to develop a special assessment concept to fund water and sewer infrastructure within the Hillsboro Pines and Hillsboro Ranches areas. The residents in these neighborhoods are not connected to city water or sewer and there will be a cost to provide these services.

James Cromar, Broward County Department of Urban Planning and Redevelopment discussed the Transit/Housing Oriented Redevelopment Program (THOR). THOR was established to promote vibrant, livable transit corridors in appropriate locations within Broward County. This program is a joint effort of Broward County, the City of Fort Lauderdale, the City of Lauderhill, the City of Plantation and the Town of Davie. There are two target areas, Broward Boulevard Corridor between State Road 7 and I-95 and the State Road 7 Corridor between Peters Road/Davie Boulevard and I-595. The major focus of this program is to promote affordable housing and transit oriented development within these corridors and to increase the taxable value of currently underperforming properties. Land-use changes to the areas will encourage construction of mixed-use developments that are transit-oriented. Currently, the County and all cities involved have met and are in agreement. The next phase will be data collection/analysis

followed by public participation. The Program is estimated to take three years to fully implement.

The second hearing was held on January 14, 2008 and was also open to the public and public testimony was taken. Representatives of Broadview Park, Boulevard Gardens, Franklin Park and Washington Park spoke. No representatives from Hillsboro Pines or Hillsboro Ranches were in attendance. E-mails from residents that were unable to attend were read into the record.

### **Roosevelt Gardens (read into the record)**

Eligha Lewis, President of the Roosevelt Gardens Homeowners Association:

"I am unable to attend the Annexation public hearing due to the Roosevelt Gardens HOA will be held on Monday, January 14, 2008. Please inform the committee that Roosevelt Gardens will like an interlocal agreement between the governing bodies of Broward County and the annexing municipality.

Also, both the City of Fort Lauderdale and Lauderhill must meet with the homeowners of the area prior to annexation."

### **Broadview Park**

Representatives from Broadview Park requested that the County provide an updated Neighborhood Feasibility Study. Currently, the neighborhood is contiguous to the City of Plantation, City of Fort Lauderdale and the Town of Davie. The residents would prefer the Town of Davie, however, each municipality has indicated that they cannot afford to annex the neighborhood because of the need for infrastructure improvements. It was suggested that the County put up some money to help get the neighborhood annexed.

### **Boulevard Gardens**

Residents from Boulevard Gardens suggested that the neighborhoods look at rezoning and using mixed-use to help make them more attractive to municipalities. They indicated that the THOR program was a great start, but more needs to be done. In addition, there was a straw ballot conducted in the neighborhood and it indicated that the residents would prefer the City of Lauderhill. The City has stated that they do not want the neighborhood.

### **Franklin Park**

Theotis Pressley, President of Franklin Park Homeowners Association, indicated that his neighborhood also conducted a straw ballot and the residents would prefer the City of Lauderhill. The main reason for their decision was that the taxes in the City of Fort Lauderdale were much higher than the City of Lauderhill.

There was a discussion about the Annexation Policy of both the Delegation and Broward County and whether the remaining unincorporated areas would be forced into a municipality. The Delegation Counsel informed the members and the audience that although there is a policy, it is just that, a policy and that it has never been enacted into law.

The Chair stated that at this point there is only 8% of the county remaining unincorporated. He has heard from several neighborhoods that the adjacent municipalities are not interested in annexing the neighborhoods and would like to know what can be done at this time. Delegation Counsel indicated that a new study can be done and that the neighborhoods can apply for State and County Grants to help enhance their neighborhoods.

### **Washington Park**

The residents discussed a CRA that was approved for the Central County Unincorporated Areas that was never funded and then modified when the City of Lauderhill annexed neighboring communities. There was discussion regarding the need for mixed-use zoning on the Northwest 31 Avenue corridor to allow for a greater tax base. Additionally, they indicated that they have not conducted a straw ballot to determine which municipality their residents would prefer. The neighborhood did ask Broward County Commissioner John Rodstrom if a study could be done comparing the taxes and services for the City of Lauderhill and the City of Fort Lauderdale.

In closing, the Co-Chairs indicated that an additional meeting will be held sometime in the summer after the Legislative Session.



## Broward Delegation Annexation Policy

August, 2001

1. **ANNEXATION DEADLINE** The annexation of all unincorporated areas of Broward County should be encouraged to occur by October 1, 2005. Unincorporated areas remaining after October 1, 2005 will be subject to required annexation by the State Legislature. A variety of methods and inducements should be used by both the County and the cities to bring about the willing annexation of the unincorporated areas. It is recognized that misunderstandings and negative attitudes have arisen in the past between municipalities and unincorporated area residents and therefore, an intensive effort at dialogue, open communication, and understanding must take place in order to bring about this goal.
2. **COMPREHENSIVE ANNEXATION BILL** All annexation bills for Broward County shall be combined into one comprehensive annexation bill each year in order to streamline the process and to ensure that no communities are left behind as others are annexed. Government owned properties are exempted from this provision.
3. **PARTNERSHIP COMMITTEE** An official unincorporated "partnership" committee will be established consisting of one elected official from each potential annexing municipality, presidents or designee of all homeowner associations in the impacted unincorporated communities and a County designee. The committee will identify community projects or issues of interest that can be collaboratively achieved and those projects or issues of interest shall become part of any interlocal agreement entered into prior to the effective date of the annexation. The "partnership" shall be responsible for exchanging information between the unincorporated area and the annexing city in order to inform the residents of the unincorporated area and to minimize the possibility of inaccurate information. Any annexing municipalities which express interest and the County shall share in the expense of distributing information to the residents.
4. **NEIGHBORHOOD CHARACTERISTICS** The geographic integrity, character, and unique lifestyle of various individual neighborhoods should be preserved through use of municipal charter amendments or Special Act. A comprehensive effort should be mounted to clearly identify each neighborhood and its unique characteristics within the unincorporated areas of the County, so that where possible, defined neighborhoods may be kept whole. Wherever reasonable and possible, the defined neighborhood to be annexed shall vote as one group.

5. **TAX AND FEE INFORMATION** When an annexation proposal is made, tax and fee information comparing all charges by the County and the city or cities involved should be provided to the residents of an area to be annexed. The residents shall also be provided with information comparing fire, rescue and police service, including staffing levels, as provided by the County and city or cities involved. The information should be produced and distributed in a clear and easy to understand format by an independent third party selected by the Legislative Delegation of Broward County.
6. **INCENTIVES AND INDUCEMENTS** Cities should be creative in providing incentives and inducements to unincorporated areas to encourage them to be annexed, for example: charter amendments to preserve lifestyle, or to guarantee city council representation (where population increase would warrant it); phased-in ad valorem tax adjustments (where significant differences exist), and; infrastructure or service improvements, (and the County should be encouraged to participate with or assist the City wherever possible).
7. **CHOICE** Unincorporated area residents should be given the right wherever possible and reasonable to choose which municipality to join and the right to vote on annexation by referendum.
8. **DUAL REFERENDA** The practice of dual referenda should be discontinued.
9. **COUNTY FACILITIES** Existing regional County facilities should remain unincorporated, unless the County and the municipality in question agree to annexation.
10. **EMPLOYEE TRANSITION PLAN** A transition plan for County employees displaced by reason of annexation should be established. Whenever possible and practicable, displaced County employees should be placed with the municipality that annexed the area where the displaced employee served, in the same or similar position, and without loss or interruption of rank, tenure, or pension benefits. If a County employee is hired by a municipality with a lower level of benefits (including pensions), the County should consider subsidizing benefits and pensions of the former County employee for a reasonable period of time.
11. **COUNTY INFRASTRUCTURE PROJECTS** Infrastructure projects should be completed by the County as scheduled in the County's Five Year Capital Improvement Program. Appropriate financing arrangements via interlocal agreement between the County and the city that annexes an area receiving the project should recognize the tax

contribution that the area to be annexed would have supplied towards completion of the project had that area not been annexed. The County and an annexing municipality must have an interlocal agreement encompassing all infrastructure improvements that are in the County's Infrastructure Improvement Plan but are incomplete at the time of the passage of the local bill. The preceding requirement may also be fulfilled by specific county resolution committing the infrastructure improvements to the area to be annexed. The resolution shall be referred to in the special act for annexation. The Legislative Delegation should utilize the infrastructure improvements that are budgeted and contained in the County's five-year Capital Improvement Plan as an standardized model.

12. **REFERENDUM CHOICE / INFRASTRUCTURE PROJECTS** In the event that an unincorporated area will be provided with a referendum choice between municipalities and Broward County's Infrastructure Improvements are not completed, the County and the prospective annexing municipalities shall execute Interlocal Agreements as to said incomplete improvements prior to final passage of the local bill. Such interlocal agreements shall be referenced in the local bill. However, such Interlocal Agreements shall not become effective until referendum approval by the electors of the area to be annexed.
  
13. **"CHERRY PICKING"** The practice of "cherry picking" by municipalities should be ended. To accomplish this, the statutory method of voluntary annexation should be modified by Special Act to require the approval of the Broward Legislative Delegation before a voluntary annexation could become effective. Although no definition of "cherry picking" exists, it may be generally described as the annexation (usually by voluntary annexation pursuant to general law) of property by a municipality where that property will produce taxes far in excess of the estimated cost to the city of providing municipal services. Cherry picking usually involves a single very valuable commercial property or small group of properties, or other non-residential property, such as undeveloped land that is expected to ultimately produce a positive tax cash flow to the city.
  
14. **COMMERCIAL PROPERTIES** Accordingly, the Committee recommends to the Delegation that commercial properties should not be stripped from neighborhoods to which they would logically or geographically belong. Furthermore, whenever a voluntary annexation is proposed, notice should be given to the residents of the neighboring areas.

15. **NO PRECLUSION** Nothing contained herein should be construed to preclude the use of deannexation, consolidation, or incorporation as a means to ameliorate past actions which have had the effect of isolating neighborhoods or of rendering neighborhoods unattractive as objects for annexation by the surrounding municipalities.
16. **PHASE IN DATES** All future legislative bill(s) may include phase in dates for both the infrastructure improvements, as well as the communities to be annexed.
17. **REVENUE NEUTRALITY** Annexation, whenever reasonable or possible, should achieve "revenue neutrality" for the annexing municipality. "Revenue neutrality" should be defined as the infrastructure improvements that are required to make the infrastructure of the unincorporated neighborhood match that of the annexing cities. The improvements should include water, sewer, street lights and, if applicable, sidewalks. (However, cities should not force on the County "Infrastructure Improvements" which they themselves do not enjoy.)
18. **MUNICIPAL PROTOCOL** With respect to municipal protocol, all correspondence regarding annexation must be directed to the mayor, elected officials and city managers or administrators of each city of interest.

**COMMISSION CONFERENCE**

**NOVEMBER 20, 2001**

**Agenda**

<u>Item</u>		<u>Page</u>
I-A	Comprehensive Annexation Report .....	1
I-B	Downtown Development Authority (DDA) – Proposed Streetscape Project for Southeast/Southwest 2 <sup>nd</sup> Street .....	8
I-C	Redistricting Process for City Commission Districts .....	9
I-D	Riverwalk Fort Lauderdale Inc. Annual Report .....	11
I-E	Playground at Lauderdale Manors Park .....	13
I-F	Proposed Speed Humps – Chateau Park Drive and Northwest 10 <sup>th</sup> Place – Lauderdale Manors Neighborhood .....	13
I-G	Policy for the Recognition of Neighborhood Associations .....	15
I-H	Urban Design Initiative .....	18
I-I	Transportation Element – City’s Comprehensive Plan (PZ Case No. 5-T-99) .....	13
II-A	City Operating Budget and Economic Conditions .....	19
II-B	Think Life Properties .....	20
III-B	Advisory Board Vacancies (See Regular Minutes) .....	25
IV	City Commission Reports:	
	1. Abandoned Dumpsters .....	22
	2. Pooper Scooper Ordinance .....	22
	3. Wingate Site .....	22
	4. Beach Project – St. Regis Hotel .....	23
	5. Historic Structures .....	23
	6. Federal Courthouse/South Side School Site .....	23
	7. Planning & Zoning Board Meetings .....	24
	8. Eller Drive PD&E Study .....	24
	9. The Game Room, 1601 Northwest 6 <sup>th</sup> Street .....	24
	10. Billboard on Sunrise Boulevard .....	24
	11. Wireless Internet Zone .....	24
V	City Manager Reports:	
	1. Discrimination Cases .....	25
OB	CRA Legislation – Broward County .....	20

**COMMISSION CONFERENCE**

**2:08 P.M.**

**NOVEMBER 20, 2001**

Present: Mayor Naugle  
Commissioners Hutchinson, Katz, Moore, and Smith

Also Present: City Manager, City Attorney, City Clerk, and Police Sergeant

#### **I-A – Comprehensive Annexation Report**

A discussion was scheduled on proposed annexation bills for the 2002 State Legislative Session. The City Manager said he had originally planned to hold this discussion on December 11, 2001, but due to the accelerated schedule of the Delegation and the Committee, it was necessary to move forward more quickly. He advised that there had been meetings before; one had been held last night; and, another was scheduled for this evening with a final meeting set for December 12, 2001. The City Manager added that this report had been distributed to the Commission in two parts in order to update the figures.

The City Manager noted that Mayor Naugle had requested inclusion of cost allocation figures for the indirect costs associated with governance. He explained it had taken some time for staff to ensure there was a defensible means of establishing those figures. The City Manager acknowledged that the numbers had not been distributed to the Commission until yesterday afternoon.

At 2:09 P.M., Commissioner Moore left the meeting.

The City Manager recalled that past practice had been to take a "one-year look" at whether or not an area proposed for annexation was revenue neutral or not. However, the City Commission had subsequently allowed staff to examine these issues over a five-year period. The City Manager said that this Commission had been solidly behind the concept of the County developing a level playing field so that any area proposed for annexation to any community would receive the same level of commitment from the County.

At 2:11 P.M., Commissioner Moore returned to the meeting.

The City Manager said that full agreement had not yet been reached with the County as to the approach, and some of the nuances that could be negotiated had yet to be finalized. For example, if there was a park within an annexed area, no one yet knew if it would have to become a City park or if it could remain a County regional park, and eligible for continued funding and maintenance by the County. He noted that there were some economies of scale to be realized as well if several areas came into the City together. Another unknown was whether these areas wished to join the City at once or over some period of time.

The City Manager advised that the Delegation had provided some guidelines suggesting that it only wanted comprehensive bills considered in the future, yet proposals had been presented as recently as last night involving single neighborhoods. Therefore, there were still some unknowns, but staff would keep the Commission informed as more information became available.

Mr. Chris Wren, Community Planning Manager, explained that the primary focus of this discussion was what to do in terms of the currently active bills before the Broward County Legislative Delegation Subcommittee on Annexation. He advised that the full Delegation would be meeting on December 12, 2001 for the final disposition of the bills heading toward Tallahassee this year.

Mr. Wren stated that the two bills that had carried Fort Lauderdale's name as a possible option included Broadview Park, with a population of about 6,500. He described the boundaries of the area at the request of Commissioner Smith. Mayor Naugle asked if the neighborhood had named a second city, and Mr. Wren replied that it had named Plantation as a possibility. Commissioner Katz thought the City of North Lauderdale had been interested. Mr. Wren advised that City was not named. Mayor Naugle believed North Lauderdale was interested in the Broadview Estates.

Commissioner Smith asked if Plantation was fighting this. Mr. Wren replied that he had heard last night that some members of the neighborhood had received correspondence from Plantation indicating a reluctance to do any bills this year because more preparation time was necessary. However, he did not know which bills that correspondence addressed. Mayor Naugle thought Plantation would probably lose a little more than the \$1 million Fort Lauderdale would lose. Mr. Wren added that there had been significant dialogue at the first meeting indicating that no bill should go to Tallahassee without a choice or the overall annexation bill for Broward County would "die."

Commissioner Smith asked if the Delegation had taken a position on forced annexation. Mr. Wren was not aware of a position. It was his understanding that the Broward Delegation had a deadline of 2005, but the legislators in Tallahassee might not share that position. Mayor Naugle stated that the League of Cities was certainly against forced annexation, and it was likely that legislators around the State would not support forced annexation no matter how the local Delegation felt.

Mr. Wren said the other bill with Fort Lauderdale named involved Rock Island. He described the boundaries of the area and said that the population was about 3,000. Mr. Wren stated that Oakland Park and Lauderdale Lakes were also potential choices for the Rock Island area. Mayor Naugle asked if the selection depended upon which city received the most votes or if one community had to receive half of the votes. Mr. Wren did not know how a "three-way" was handled. The City Manager believed it involved a plurality of votes. *Ms. Linda Cox*, Lobbyist, believed that was the case, but anything could be included in the bill.

Mr. Wren stated that there were three other bills that did not name Fort Lauderdale at this point. However, the Committee had indicated choice was necessary, and Fort Lauderdale had been mentioned in all three cases. He reported that Broward Estates had now gone forward without Fort Lauderdale, but naming Plantation and Lauderdale. Mr. Wren advised that West Ken Lark had also been discussed, but the bill posed by Lauderdale Lakes had been "killed" last night because the commercial businesses had not been contacted. There were also some zoning matters that did not fit into typical zoning codes. He stated that Fort Lauderdale had been discussed as a potential choice, but the bill was "dead" at this time.

Commissioner Smith understood the Swap Shop encompassed 20% of that area. Mr. Wren did not know the statistics, but he could obtain the figures as to how much of the acreage was residential v commercial.

Mr. Wren said the last bill involved Broadview Estates/Pompano Park, west of the Executive Airport. It also included Imperial Estates and Village Park. He advised this bill would be deliberated by the Annexation Subcommittee tonight, and Fort Lauderdale could be a choice. Mr. Wren was seeking some sort of Commission direction in this regard. He stated that due to some things that were not known, but some of the revenue-positive things could be "married" to some of the revenue-negative to create a win-win situation. At this point, staff was suggesting the City move forward with some "opt out" language and work with the County on some of the capital improvements that might help the figures in terms of facilities.

Mr. Wren advised there were also some intangible issues relating to the transition of County employment to City employment, and other things that might make the concept unacceptable or acceptable. Therefore, staff felt opt-in language would be appropriate at this time. He noted that staff felt a proactive approach to the potential annexation areas, and he anticipated presenting additional scenarios in the future. The City Manager wanted the Commission to be aware that the Delegation had set 2005 as the new target for having all unincorporated areas incorporated, and the issue had to be considered comprehensively to avoid being asked to take some areas deemed less than desirable standing alone. His goal was to ensure no long-term tax burden on the City's current taxpayers.

Mayor Naugle said there had been a hearing at Parkway Middle School recently, and the various cities were represented with the exception of Plantation. He thought a good message to send to the Legislature would be to ask for some "opt-out" language on the two proposals involving Broadview and Rock Island unless the County could make up the difference in operating expenses for a period of years. Mayor Naugle felt all the cities should make the same request so everyone shared in the subsidies rather than burdening a small number of people with the extra expense.

Commissioner Moore thought it would be a good idea for the Commission to provide some direction. He felt that if Fort Lauderdale was going to consider the Broadview community near North Lauderdale, the boundary of the highway should be utilized in terms of Imperial Estates and Village Park rather than dealing with areas on the other side of the road in close proximity to North Lauderdale. Mayor Naugle understood he was referring to splitting the area by State Road 7. Commissioner Moore agreed that was correct.

Mayor Naugle believed half of Imperial States was west of State Road 7. Mr. Wren believed Commissioner Moore had meant to reference the Turnpike. Mayor Naugle believed State Road 7 had been under discussion, and he pointed out that the fire station was east of the Turnpike. Commissioner Moore had no problem using the Turnpike, but he did not want to consider Broadview Estates or Pompano Park. Mr. Wren understood he was only interested in Village Park, and Commissioner Moore agreed that was correct. Commissioner Smith thought that would split Imperial Estates. Mr. Wren agreed it would. Commissioner Moore felt Tamarac should be a potential choice.

Commissioner Smith agreed with Mayor Naugle that the City should "opt out" of areas that did not make good financial sense, and it also made sense to take a proactive approach to some of the other areas. He believed the smaller communities were looking to Fort Lauderdale, as the largest City, to help with this issue. Commissioner Smith agreed the City had to financially protect itself in terms of areas that did not make sense but, at the same time, there should be options. He supported a dual approach.



Commissioner Moore felt sensible boundaries should be established as a first step today. Then, the financial issues could be addressed. He did not differ with the opt-out idea, although he felt a different caveat was in order. Commissioner Moore thought Fort Lauderdale should indicate it would consider annexing those communities that were contiguous to the City, based upon findings related to fiscal impact. Commissioner Smith wanted to make it clear to the Delegation that it could not force the annexation of areas that would have an adverse effect on the taxpayers unless they were willing to address the revenue stream. Commissioner Moore agreed, but he felt the geographic issue should be considered first.

Commissioner Moore pointed out that Rock Island was in close proximity to the City limits, for example, as were Roosevelt Gardens, Franklin Park, Washington Park, and Boulevard Gardens. However, he did not think Twin Lakes should be on the City's map, although Commissioner Katz might feel differently because it had some contact with Fort Lauderdale. Commissioner Smith pointed out that those areas were as close to Lauderhill and Plantation as they were to Fort Lauderdale. Commissioner Moore acknowledged that those areas were sandwiched between Fort Lauderdale and another community, but he felt 31<sup>st</sup> Avenue was a natural boundary. He also pointed out that Commissioner Smith's concept would not address Riverland Village or Melrose Park. Commissioner Smith did not disagree. Commissioner Moore did not see how the financial issues could be addressed until the boundaries had been established.

Mayor Naugle asked the City Manager if he felt there were any areas that would be too difficult to serve. The City Manager said that Broadview Park would be a challenge in terms of police and fire services, particularly in terms of radio communications. In all probability, communications would have to be enhanced, but this area presented particular challenges. Mayor Naugle referred to another area on the map, and the City Manager noted that was in close proximity to the City's well fields around the Executive Airport. It, too, was west of State Road 7 and presented the same issues as Broadview Park. Mayor Naugle thought many people probably did not realize that the Holiday Inn on State Road 7 north of Commercial Boulevard was within Fort Lauderdale City limits now.

Commissioner Smith asked the City Manager which of the areas made sense to him as an administrator. The City Manager felt those mentioned by Commissioner Moore made sense, although they could not be addressed all at once. Mayor Naugle thought anything east of State Road 7 could probably be served. The City Manager noted that other areas could, over time, be handled as a continuous service area. Commissioner Smith inquired about North Andrews Gardens. The City Manager thought that area was feasible, realizing that more comments about operations at Executive Airport would likely result.

Commissioner Moore had no doubt that the City would have to deal with North Andrews Gardens, Rock Island, Roosevelt Gardens, Washington Park, and Boulevard Gardens. He thought Riverland Village and Lauderdale Isles would also be possibilities. He felt there were opportunities for discussing Broward Estates, Saint George, and West Ken Lark. Mayor Naugle noted that there was one group of people that felt all these areas should go into one City. Commissioner Moore believed communities had already demonstrated they did not want to take that approach. He referred to page 26 of the document that had been distributed and requested clarification of Item 7 with respect to choice. It seemed to indicate that residents should have the right, when reasonable and possible, to choose which municipality to join. However, a differing statement had been made at the recent meeting.

Ms. Cox stated that the issue of choice had been based on a statement by the Subcommittee Chair, Ken Sorensen. He had indicated to the Broward Delegation that the citizens would have a choice or he would not hear a bill. She believed he wanted to be sure citizens had a choice and that he thought the Delegation would insist certain neighborhoods go into particular cities. Now, Broward Estates had indicated it had made a decision and did not want another choice.

Mayor Naugle wondered why the choice could not be "yes, we want to join Plantation," for example, or "we want to stay unincorporated." Ms. Cox advised that the Delegation had taken the position that staying unincorporated was not an option. Commissioner Moore understood that Mr. Sorensen had indicated that without a choice, a bill would not be heard. However, if a community had weighed the pros and cons of an adjoining municipality and already agreed on one, he wondered if Mr. Sorensen would consider it. Ms. Cox planned to ask him that specifically, but one possible problem involved individuals within an area having a different view.

Mayor Naugle noted there were areas that simply had only one choice if the law required they be geographically contiguous. He cited Franklin Park as an example. Further, until Melrose Park was annexed into Fort Lauderdale, Broward Estates was only contiguous to one City. He felt Mr. Sorensen might take a different view if that was explained. Commissioner Moore believed those areas were connected to Lauderhill via the waterway. Ms. Cox added that the Delegation could annex an area into a community even if it were not contiguous.

Commissioner Smith felt the City should take the lead on annexation as the largest City, but it would be done so it was revenue neutral. He also thought there should be a plan so the entire thing would be revenue positive over a period of time. Once a plan had been established, Commissioner Smith believed the City should move forward proactively to address the 2005 deadline. Mayor Naugle was concerned that one area included in the plan might vote to join the City while another, also included in the plan, did not leaving a deficit. Commissioner Moore said that was the reason he felt the geographic issues should be addressed first. Mayor Naugle thought the areas east of State Road 7 were the most viable. Commissioner Moore agreed.

Commissioner Moore felt that if there were cities that had annexed commercial properties without including bedroom communities, the commercial property annexed over the past 20 years should be given to the community that annexed the bedroom areas. Commissioner Smith agreed, but he did not think it was possible. Commissioner Moore thought it was the only way to make certain areas viable for annexation. Mayor Naugle felt that would be regarded as attacking other cities. Commissioner Katz believed that fight had been lost last year. Commissioner Moore felt only one round had been lost.

Mayor Naugle did not believe a majority of the Commission was interested in trying to strip other cities of property. Commissioner Moore said that was not what he had in mind. He felt cities should either participate in the annexation or make it palatable for other communities to annex certain areas. Commissioner Smith thought the County and State should devise a formula that would make things revenue neutral.

Commissioner Katz thought it would make more sense to take the eastern half of the central section highlighted by staff rather than handling it all as one area. Commissioner Smith supported using 31<sup>st</sup> Avenue as the boundary. Commissioner Katz felt that would be preferable to using State Road 7.

Commissioner Moore suggested that a bus tour be arranged so the Commission could visit all the areas that were unincorporated. Commissioner Smith felt the eastern area was a more natural fit for Fort Lauderdale, which meant that some revenue positive areas to the north would be necessary as well. Commissioner Moore was proud of what the County had done in Roosevelt Gardens, Franklin Park and Washington Park, as well as what was proposed in Boulevard Gardens. Commissioner Smith agreed some capital improvements had been made, but there had been no commitments as to operating expenses. Commissioner Moore did not believe expenses would be as great as anticipated in these stable neighborhoods. This was the reason he felt a Commission bus tour would be in order. He felt the Commission should have a sense of these communities before debating the annexations.

Commissioner Katz pointed out that the most critical financial challenges would not necessarily be physically visible as noted in the back-up material. Mayor Naugle felt that was the reason for the existing policy of annexing areas when the City would break even or do better. He thought that policy should be continued. Commissioner Katz understood there were different definitions of "revenue neutral." Commissioner Smith suggested that the City's definition and position be put in writing and sent to the Delegation. Commissioner Moore believed that was Ms. Cox's job. Ms. Cox stated that materials had been offered to that effect, but the Delegation felt it would be impossible to annex all the areas if the City's definition was utilized. Mayor Naugle noted that another way to resolve the issue would be with County or State subsidies.

Mayor Naugle believed there was consensus to maintain existing policy in this regard. Commissioner Smith thought it would be necessary to go past it because it was not proactive enough. Mayor Naugle believed the only way to go further would be to offer multiple choices for vote.

Commissioner Moore believed there was consensus that Fort Lauderdale not be one of the two cities to be considered in terms of annexing either of the Broadview areas. It was agreed. Commissioner Moore thought consensus had also been reached to address everything east of State Road 7 as a boundary. Mayor Naugle supported that if it could be done in a revenue neutral fashion. Commissioner Katz preferred to address the area east of 31<sup>st</sup> Avenue. Commissioner Smith suggested the City take that position now with the idea that State Road 7 might make sense as a boundary in the future. It was agreed.

Commissioner Moore inquired about North Andrews Gardens. It was the consensus to offer Fort Lauderdale as one of the choices. Commissioner Moore asked if Village Park should be a "target." Mayor Naugle believed North Lauderdale wanted to annex that area, and he did not think it would help Fort Lauderdale a great deal. It was the consensus not to pursue that area, but to offer Fort Lauderdale as a choice to Twin Lakes only with the inclusion of North Andrews Gardens.

*Ms. Jan Washburn*, of the Broadview Park Civic Association, wished to point out that about a quarter of the land in Broadview Park belonged to the City of Fort Lauderdale, and the area purchased its water from Fort Lauderdale. In fact, she thought the community felt it was more a part of Fort Lauderdale than of Plantation. If the City Commission did not care to address areas west of State Road 7, she did not think she could do much about it, but Fort Lauderdale was already there. Mayor Naugle explained that were it not for the \$1 million deficit, the Commission would be willing to address some of the challenges associated with that area in terms of fire and police services and communications. Ms. Washburn understood the County study showed Broadview Park as revenue neutral.

Commissioner Moore was concerned about the level of service that could be provided to Broadview Park because it would be lower than the services provided to current City residents. He did not think it would be fair to offer substandard services to that community, particularly with respect to public safety.

Mr. Karl Shallenberger, on behalf of the City's Annexation Team, understood a proactive approach was desired, and he believed the Annexation Team could convince anyone to come into the City of Fort Lauderdale. However, he wanted to ensure he understood what the Commission wanted staff to be proactive for.

*Mr. Michael Kasten* wondered what the residents of the areas east of 31<sup>st</sup> Avenue wanted. Commissioner Moore hoped for input in that regard today. Mayor Naugle believed different groups in different neighborhoods had different opinions in this respect, which was the purpose of the elections. He thought some polling could be done now to make a determination.

*Ms. Mildred Jones*, President of the Rock Island Civic Association, agreed with Commissioner Moore that a Commission tour of the neighborhood would be helpful. She said it might not be exactly what the Commission thought, and there were a number of things that might benefit the City of Fort Lauderdale. Ms. Jones agreed the community wanted the same types of services that other City residents enjoyed, which was why it wanted to be annexed into Fort Lauderdale.

*Ms. Sally Tillman-Watson*, of Washington Park, reported that an emergency vote of the Lafayette Association had been taken, and area residents had voted to join Fort Lauderdale, although a bill would not be considered until next year.

*Ms. Lois Hammill*, of Boulevard Gardens, noted that the Legislative Delegation had indicated that communities should have a choice, and this community had submitted two names for a vote.

Commissioner Smith thought it appeared that in order to annex Broadview, the City would need some very revenue-positive areas. Otherwise, unless there was a real commitment from the County and the State, Fort Lauderdale would suffer a serious loss. Nevertheless, he thought that area might be an important component of making the larger picture revenue-neutral. On second thought, Commissioner Smith was not sure the City should dismiss Broadview now. However, it was a challenged community. Commissioner Moore had no objection to moving the boundary to State Road 7 rather than 31<sup>st</sup> Avenue, although it appeared there was consensus for 31<sup>st</sup> Avenue. Mayor Naugle said he had talked to residents out there, and he did not think they would want to join Fort Lauderdale, particularly since it could not offer as good a product as other citizens received.

The City Manager understood the Commission wanted to explore, under any scenario, how commitments from the County and the State could be optimized to meet operational costs. Mayor Naugle asked the other Commissioners how many years they wanted the County to subsidize operations in annexed areas. Commissioners Katz and Smith thought 50 years might be necessary. The City Manager also understood the Commission wanted to take a drive-through tour of the areas proposed for annexation, and he suggested December 4, 2001. Mayor Naugle was too busy on that date, and the City Manager noted that a final vote would be taken on December 12, 2001. Commissioner Smith suggested a tour on December 3, 2001, and the City Manager agreed to schedule a tour within the constraints of the Commission's calendar.

Mayor Naugle referred to Broadview and Rock Island. He felt there should be opt-out language unless someone came forward with a multi-year operations subsidy. The City Manager understood the Commission wanted staff to pursue opt-out language while working toward a comprehensive scenario.

*Ms. Lois Howell* wondered what would happen if Plantation did not want to annex Broward Estates. Mayor Naugle said it was his personal opinion that Fort Lauderdale should consider going all the way to State Road 7 assuming revenue-neutrality, but the majority of the Commission supported a 31<sup>st</sup> Avenue boundary. He thought that if the County agreed to cover the deficit of certain areas for multiple years, it would simply be a matter of residents deciding which City to join. However, any community would be concerned about having to raise taxes significantly without any increase in services.

Ms. Howell asked if Fort Lauderdale would consider annexing Broward Estates if police services continued to be provided by the Broward Sheriff's Office. Commissioner Moore did not think so. He pointed out that Fort Lauderdale had its own Police Department, although he had no objection to hiring the deputies that worked in the annexed areas in order to increase the size of the police force to deal with additional areas. He clarified that this was his personal opinion on the subject.

Ms. Cox advised that an amendment to the bill related to Broadview Estates was going to be offered, and Fort Lauderdale was not included. Commissioner Moore asked which communities were included. Mr. Wren believed only one community had been included so, since there was no choice, it had been suggested that other communities be contacted, including Tamarac, Lauderdale Lakes, and Fort Lauderdale. He wondered if the Commission wanted to suggest to the Delegation that Fort Lauderdale be included in part of the bill or all of the bill. Commissioner Smith thought it should be included in all of the bill.

**Action:** As discussed. Tour to be scheduled.

**I-B – Downtown Development Authority (DDA) –  
Proposed Streetscape Project for Southeast/Southwest 2<sup>nd</sup> Street**

A discussion on the DDA's proposed streetscape improvements to the Southeast/Southwest 2<sup>nd</sup> Street corridor. Commissioner Hutchinson inquired about the portion of Southwest 2<sup>nd</sup> Street, west of Andrews Avenue.

*Mr. Bob Dugan*, of EDSA, described the planned improvements and displayed a detailed plan, pointing out 2<sup>nd</sup> Street. He noted that improvements to the outside traffic lanes were proposed on 2<sup>nd</sup> Street. Mr. Dugan said that some type of movable barrier system would have to be used at times, but the street would operate as a four-lane roadway during the day. On weekend evenings, some of the lanes were closed down.

Commissioner Moore inquired about the effect on parking. Mr. Dugan said there would be no effect except at Southwest 3<sup>rd</sup> Avenue, where some parallel parking would be removed from one side of the street in order to expand sidewalks. He described some of the improvements planned for the area, including improved pavement and lighting. Commissioner Smith understood ten parking spaces would be lost, but he did not think it would be a problem. Mr. Dugan agreed that lack of parking was more of a perception issue than a reality because so many people wanted to park directly in front of their destinations. He noted there was plenty of parking in the PACA garage.

## I-A – Annexation

A discussion was scheduled on the City Commission's tour of proposed annexation areas. Mayor Naugle explained that the Commission had been late in starting this meeting because of the tour they had taken. He felt the exhibit should have mentioned that annexation would be subject to the action being revenue-neutral because he did not want the Legislative Delegation to think the City had agreed to annex the areas no matter the revenue impact. Mayor Naugle asked that the memorandum be reissued accordingly for the record.

The City Manager said he would ensure the record was clear as mentioned by Mayor Naugle. However, there was a need for further direction from the Commission. He thanked the Commission for taking the time to tour the subject areas, and he advised that there were 2 currently proposed bills affecting Fort Lauderdale involving Broadview Park and Rock Island. The City Manager thought staff should go forward with all of the information and demographics normally provided to the Commission, but they needed to know if the Commission had any general direction in terms of other areas in which there might be interest. He wanted to know if the Commission wanted to invest the necessary time and resources in researching additional areas for future consideration.

The City Manager reminded everyone that there were certain things that had not yet been resolved in terms of the annexation question. He was concerned about whether or not there was a level playing field on the part of the County such that a certain amount of infrastructure improvements, Community Development Block Grant dollars, parks and other facilities, and subsidies for ongoing operating expenses would be granted. He explained that these discussions were ongoing, but such questions would have to be answered before definitely determining a direction.

Mayor Naugle thought the policy had served well in the past. Although there had been discussion about the area to 31<sup>st</sup> Avenue at the last meeting, he had no objection to extending the boundary all the way to State Road 7 if the annexations would be revenue-neutral. He said that some of the areas observed today appeared to need significant Code enforcement, and he hoped the listed expenses reflected the necessary level of attention. Mayor Naugle wanted some demonstration that the level of service that would be provided was not just a generic level based on averages throughout the City since there were special needs in some areas.

Commissioner Smith thought the neighborhoods west of 31<sup>st</sup> Avenue appeared to be more stable than those contiguous to Fort Lauderdale. Mayor Naugle agreed it would make sense to consider areas west to State Road 7 so taxes would not have to be raised to subsidize annexed areas or service levels diminished in some areas to address new areas. He stated that the previous recommendation had been to include opt-out language in the bill in case either of the areas turned out to be revenue-negative. Commissioner Smith understood there were some new strategies to make areas revenue-neutral through negotiations with the County.

City Commission  
Minutes  
12/11/01

The City Manager agreed both of these areas were still being discussed, and opt-out language was included as to both. He explained that if the Commission decided that the City did not want to be part of the election scheduled for November, 2002, that could be so stated. He believed there had been some talk of removing the opt-out language. Mr. Chris Wren, Planning & Zoning, had heard that, and staff would be approaching the Legislative Delegation tomorrow night in order to express the Commission's desire to retain that language. The City Manager felt the City should have the same ability to opt out as other communities had in the interests of fairness. Mayor Naugle agreed, particularly since Fort Lauderdale had demonstrated its good faith in terms of other areas.

Mayor Naugle noted that Rock Island did not have a communications problem, so that would not be a hurdle, but Broadview had a weak signal for emergency personnel that had to be included as an expense. Commissioner Smith wondered how much it might cost to address those needs. The City Manager understood it could cost \$5 million to \$6.3 million depending on the solution. Captain Mike Gregory, Police Department, agreed it might require a new communications tower or sharing systems with the County.

Commissioner Katz was also concerned about ambulance and fire services. Commissioner Smith thought the County could donate the ambulances and fire trucks it currently had to service the subject area. The City Manager felt that was among the strategies worthy of exploration. He was hopeful the County would indicate what it would be willing to do in order to ensure the continuation of services. In fact, the subject had been discussed by the League of Cities.

Commissioner Moore felt the tour had been very helpful, particularly since conditions on the major corridors were not the same as those within the community. He noted that much of the area toured contained single-family homes, and it was necessary to determine how many were Homesteaded to obtain a true evaluation. Mayor Naugle noted that information about senior exemptions was also necessary.

Commissioner Moore inquired about the description and definition of the term "revenue-neutral." He felt the Commission should come to some consensus as to what that meant before making presentations to the different communities. He did not want anyone to think the City was changing the rules and understood what the City meant by revenue-neutral. Commissioner Moore hoped some method of working with the County would be considered because there were certain departments within the County structure from which the City could "wing" it. For example, certain parks were operated by the County, but they were not regional parks. Therefore, if they were annexed, there could be ways to reduce County staff, but perhaps they could continue to operate as County parks for a number of years to avoid hurting current City taxpayers.

Commissioner Katz understood Commissioner Moore's idea, but she believed the City would eventually "get hit" in those areas. Commissioner Moore agreed that was true, but he was hopeful property values would grow and, with it, the tax base. In the meantime, perhaps the costs could be minimized in the first years. This was the reason he wanted to discuss the definition of revenue-neutral, and he noted that it might involved not only money, but "person power" in terms of services offered by the County.

Commissioner Katz believed the County had been discussing the possibility of the City taking over some of their employees in certain areas, so there would be an added expense to the City. Commissioner Moore agreed several things were being discussed, although nothing had yet been settled. His proposal was to talk about the County continuing to employ staff to maintain annexed parks, for example, so the City would not take a big "hit" in the early years. Commissioner Smith thought it could be handled so that the County could take back a park, using the same example, in the future.

Mayor Naugle asked if the City would have to hire the County employees. He believed there had been a problem in the Fire Department recently because a County employee was hired without a background check. Commissioner Moore said that the Broward League of Cities had provided some recommendations that cities do something to absorb County employees when areas were annexed. He advised that the League's Annexation Committee had also taken that position. Commissioner Moore recalled that concerns about employment had come up when the Sheriff's Office had taken over responsibilities from municipalities in certain areas, so that issue had been addressed by the Annexation Committee. He agreed with Commissioner Katz that there would be an impact, but when that impact would take place remained in question.

Commissioner Moore explained that an annexation might take place, for instance, in September, 2002, but the employee transfers could take place at a later date when it would be revenue-neutral. He noted that the County had done an exceptional job in improving infrastructure and parks, and there were issues about capital outlay for ambulances or fire stations, for example. Commissioner Moore thought those things could be put on the table, but he was really concerned with how quickly the County would transfer federal block grant dollars obtained on the basis of the annexed areas. He was also concerned about when the City would take control of such entitlement boundaries.

Mr. Pete Witschen, Assistant City Manager, stated that during discussions about the Interlocal Agreement, he had learned that some federal entitlements would revert to the City upon annexation. However, HUD dollars might take some time to transfer. Mayor Naugle noted that federal allocations were granted by Congress. Therefore, he thought that when an area was annexed, it would be calculated accordingly.

Commissioner Moore did not feel what it would cost should be the only measure of whether or not an annexation would be revenue-neutral. He thought any annexed area should receive the same level of service as did existing residents. Commissioner Moore said this was his greatest concern with respect to Broadview. He was not sure the City would be able to provide the same level of emergency communications and services that were provided to current residents. Commissioner Moore wanted the Commission to place an emphasis on performance.

The City Manager understood Commissioner Moore's point, and it had been suggested that the revenue neutrality of an area be considered over a 5-year time period. He explained that the same level of service could be delivered within a certain time period, and he wanted everyone to understand there would have to be a phasing in of services to be fair to all parties. The City Manager believed the data requested was absolutely germane in order to make some realistic determinations, and he would ensure that annexed areas would receive the same level of commitment as the rest of the community.

At 4:22 P.M., Commissioner Moore left the meeting. He returned at 4:25 P.M.



Mayor Naugle stated that some areas of the City rarely saw police because there was a concentration of police in other neighborhoods. He felt such variations should be taken into consideration when estimating the cost of providing police, fire, Code enforcement services, etc. The City Manager believed that had been taken into consideration, as needs differed in different areas and even from season to season. He believed the projections were realistic.

Mayor Naugle stated that some maps had been developed to show Code enforcement efforts by neighborhood. He wondered if similar maps could be developed as unincorporated areas came forward for consideration of annexation. Commissioner Hutchinson desired such maps as they related to all City services. The City Manager agreed to provide that information.

Commissioner Katz understood that if the City annexed a needy area, another area would also be taken that was not as needy in order to make the action revenue-neutral rather than looking at each area individually. Mayor Naugle thought it could be done in that way with the opt-out language. He felt all the cities should take the same position so the people could decide what municipality they wanted to join. Mayor Naugle believed the County should cover any deficits with the collective efforts of the 1.6 million people paying County taxes and let the people decide.

Commissioner Smith thought cities should have core geographical boundaries. He felt that going out to Broadview was "jumping over" what was historically thought of as Fort Lauderdale. Commissioner Smith felt that made things a little more difficult. Mayor Naugle understood his point, but the Police Department was so much closer to that western area than it was to eastern areas within the City's boundaries, for example. Commissioner Smith agreed that was true, but he did not know if communities felt they were part of an integral community when they were out at the fringes.

Commissioner Moore did not think police services would provide the greatest difficult because police cars roamed, but emergency services were dispatched from fixed station locations. He was happy to hear the Commission was willing to expand its thought process to State Road 7. Commissioner Moore felt that was a natural line when it came to the City limits. However, if that was going to be the case, he thought there should be some way to also annex some commercial property from other communities that did not annex the "bedroom communities." Mayor Naugle did not want to open up that idea because it would work both ways. Commissioner Moore was willing to open that "can of worms" if it allowed annexation to be revenue-neutral and appropriate provision of services. Mayor Naugle thought that if the property owners that held the commercial property wanted to switch cities, he would be supportive. He did not, however, want to be an aggressor.

Commissioner Smith asked if there was certainty about the City's ability to opt out of Broadview Park if it did not make financial sense or if the City could be forced to annex the area. Ms. Sharon Miller, Assistant City Attorney, thought the Legislature could adopt whatever it chose. Mayor Naugle agreed it could go both ways. The Legislature could allow the City to opt out or not. Commissioner Smith asked if there was current law in this regard, and Ms. Miller replied there was not. Mr. Wren added that the currently drafted bills contained the opt-out language, but they could be altered tomorrow night. He stated that staff would represent this policy strongly, and if changes were proposed, staff would voice strong objection. Mayor Naugle believed the other cities would also take that position, so he thought a bill that forced annexation could be defeated.

*Mr. Jack Washburn*, President of the Broadview Park Civic Association, said he had moved to Broadview Park in 1955, and they had lived comfortably without sewers, streetlights, sidewalks, etc. ever since. It was a nice community where people could walk down the streets at night without fear. Mr. Washburn did not think the residents would be demanding increased service levels if the area were annexed into Fort Lauderdale. Mayor Naugle understood that, but the City had certain policies relating to providing the same standard of service in all its neighborhoods. He explained that streetlights and sidewalks might be optional, but the City was working toward sewerage all of its neighborhoods by 2010. Commissioner Moore pointed out that future residents of Broadview Park might not share the same standards as existing residents either. Therefore, it would be best to attempt to negotiate infrastructure needs with the County up front.

*Ms. Jan Washburn*, Secretary/Treasurer of the Broadview Park Civic Association, believed the State had signed an agreement with Broward County to install sewers in Broadview Park because of soil conditions and population. Therefore, she believed the County was legally committed to do so, and a streetlight project was almost complete.

Mayor Naugle noted that Broadview Park would have to be sewerage under the City's policy because it was located on the Wellfield. Commissioner Smith wondered if area residents identified themselves as Fort Lauderdale residents. Mr. Washburn believed so. Ms. Washburn said it was her feeling that Plantation tended to neglect the areas east of the Turnpike. Although she tended toward Fort Lauderdale, there was division in the community in this regard.

Mayor Naugle summarized that it was the Commission's policy that if annexing an area made financial sense, the people living there should make the decision about which community to join.

*Ms. Leola McCoy* agreed there was a natural boundary at State Road 7 dating back to 1944. She was also concerned about the "suppressed appraisals" performed by the County Property Appraiser in black communities. For example, she had done a considerable amount of work to her home of 2,800 square feet, but it was apparently only worth \$50,000. Further, there was a lot of industrial pollution to consider. Ms. McCoy felt the County should provide a list of all the polluting properties in the unincorporated areas so the cost of bringing them up to current standards could be considered. She thought the City should consider reducing costs for annexation by contracting with the Broward Sheriff's Office to provide police services in some areas as well.

**Action:** As discussed.

### **I-B – Employment Issues**

A discussion was scheduled on the City Manager's recommendations resulting from Judge Henry Latimer's report regarding his investigation of complaints on employment practices in the City, which was presented at the November 6, 2001 Conference meeting. The City Manager stated that he had issued his response to this Commission relating to the recommendations made by Judge Latimer yesterday.

## ATTACHMENTS

### Backup Info on Areas City has Already Annexed

- Twin Lakes North
- Golden Heights
- Riverland
- Rock Island
- Melrose Park

AGREEMENT

Between

BROWARD COUNTY

and

CITY OF FORT LAUDERDALE

to

IMPLEMENT ANNEXATION OF

TWIN LAKES NORTH

INTO THE CITY

AGREEMENT

between

BROWARD COUNTY

And

CITY OF FORT LAUDERDALE

To

IMPLEMENT ANNEXATION OF TWIN LAKES NORTH INTO THE CITY

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

AND

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

WHEREAS, in order to establish the background, context, and frame of reference for this Agreement and to provide a general background regarding the objectives and intentions of COUNTY and CITY, the following statements, representations, and explanations are predicates for the undertakings and commitments included within the provisions which follow and shall be construed as essential elements of the mutual considerations upon which this Agreement is based; and

WHEREAS, it is the purpose and intent of this Agreement for COUNTY and CITY to provide for a means by which each governmental entity may exercise cooperatively its respective powers and privileges in order to further a common goal; and

WHEREAS, this Agreement is an interlocal agreement entered into pursuant to Section 163.01, Florida Statutes, the Florida Intergovernmental Cooperation Act of 1969, as amended. Prior to the effectiveness of any provisions of this Agreement and any amendments hereto, this Agreement including any amendments shall be filed as provided by Section 163.01(11); and

WHEREAS, the purpose and intent of this Agreement is to transition and ultimately transfer and remove from COUNTY to CITY the obligation to perform traditional municipal services except as otherwise provided herein; and

WHEREAS, the State of Florida enacted HB 1399, which provides for the annexation of Twin Lakes North into the municipal boundaries of the CITY, more particularly described in Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, CITY shall be entitled to receive and collect all revenues for municipal services provided by CITY to Twin Lakes North and/or as a result of said lands becoming annexed into CITY unless otherwise provided for in this Agreement; and COUNTY shall convey to CITY any such funds received or collected by COUNTY; and

WHEREAS, COUNTY acknowledges that the need for conveyances and dedication of certain property, including but not limited to property for streets, rights-of-way and easements, parks and open space, utility facilities and improvements, to CITY as contemplated in this Agreement are directly related to and generated by the annexation of the lands described herein and that no compensation is required to be paid by CITY; and

WHEREAS, it is mutually beneficial to CITY and COUNTY to ensure a smooth transition of Twin Lakes North from the COUNTY to the CITY; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree to perform the following acts and to be bound by the following statements:

ARTICLE 1  
DEFINITIONS AND IDENTIFICATIONS

- 1.1 Agreement – means this document, Articles 1 through 8 inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 Board – The Broward County Board of County Commissioners.
- 1.3 City Contract Administrator – The City of Fort Lauderdale City Manager is the City Contract Administrator. The primary responsibilities of the City Contract Administrator are to coordinate and communicate with COUNTY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein.
- 1.4 County Contract Administrator – The Broward County Administrator is the County Contract Administrator. The primary responsibilities of the County Contract Administrator are to coordinate and communicate with CITY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein.

ARTICLE 2  
SCOPE OF SERVICES

CITY shall perform all work, tasks, functions, and services identified to be performed by CITY in this Agreement and in Exhibit "A" and COUNTY shall perform all work, tasks, functions, and services identified to be performed by COUNTY in this Agreement and in Exhibit "A." The parties agree that the Scope of Services is a description of their obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, work, tasks, functions, and services which are such an inseparable part of the matter described that exclusion would render performance by the party so obligated impractical, illogical, or unconscionable. Upon the effective date of the annexation, CITY shall extend its general governmental services to the areas annexed at the same level as then exists within CITY except as otherwise provided in this Agreement.

ARTICLE 3  
EFFECTIVENESS; TERM AND TIME OF PERFORMANCE

- 3.1 This Agreement shall become effective only upon being executed by all of the parties and annexation of the unincorporated areas described in Exhibit "B" into CITY. If this Agreement becomes effective, the term shall begin on the date the annexation is effective and shall end after all duties, obligations, and responsibilities set forth in this Agreement are fulfilled or met; provided, however, that in no event shall this Agreement extend beyond September 30, 2015. COUNTY'S obligations under this Agreement shall terminate upon the expiration of this Agreement; however COUNTY and CITY shall negotiate in good faith to extend this Agreement if COUNTY'S and/or CITY'S obligations as required herein have not been completed or met by September 30, 2015.
- 3.2 Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 4  
CHANGE IN SCOPE OF SERVICES

Any change to the Scope of Services must be accomplished by a written amendment, executed by CITY and COUNTY in accordance with Section 8.15 below.

ARTICLE 5  
GOVERNMENTAL IMMUNITY

CITY is a state agency or municipality as defined in Chapter 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by CITY to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by CITY to be sued by third parties in any matter arising out of this Agreement or any other contract. Likewise, COUNTY is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by COUNTY to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by COUNTY to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 6  
INSURANCE

CITY is a state agency or municipality as defined by Section 768.28, Florida Statutes, and CITY shall provide written verification of liability protection to the County Contract Administrator prior to final execution of this Agreement, failing which CITY assumes the risk for any and all loss and liability resulting from this Agreement that is judicially imposed upon CITY. COUNTY is a state agency or political subdivision as defined by Section 768.28, Florida Statutes, and COUNTY shall provide written verification of liability protection to the City Contract Administrator prior to final execution of said agreement, failing which COUNTY assumes the risk for any and all loss and liability resulting from this Agreement that is judicially imposed upon COUNTY.

ARTICLE 7  
TERMINATION

- 7.1 If the annexation is not completed for any reason, this Agreement shall be null and void and of no force and effect whatsoever.
- 7.2 If the annexation is completed, this Agreement may be terminated for cause by vote of the Board or by vote of CITY'S governing body if, after written notice from the contract administrator of the aggrieved party, the party in breach has not corrected the breach within thirty (30) days of receiving such notice; provided, however, that if the nature of the breach is such that it cannot be corrected within thirty (30) days, the party in breach has failed to commence action to correct the breach within thirty (30) days of receiving such notice and thereafter diligently pursues action to promptly correct the breach. Any written notice given pursuant to this Article shall specifically identify the breach and shall be provided in accordance with the "NOTICES" section of this Agreement.

ARTICLE 8  
MISCELLANEOUS

8.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents created in connection with this Agreement are and shall remain the property of the party that created same and will be made available to the other party for inspection or use at no cost.

8.2 AUDIT AND RETENTION OF RECORDS

Each party shall have the right to audit the books, records, and accounts of the other party that are related to this Agreement. CITY and COUNTY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. CITY and COUNTY shall preserve and, upon request, make available, at reasonable times for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after the document or record came into existence. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

8.3 UNLAWFUL DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES

Neither CITY nor COUNTY shall unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CITY and COUNTY shall comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement including, without limitation, Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

CITY'S and COUNTY'S decisions regarding the delivery of services under this Agreement shall be made without unlawful regard to or unlawful consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), national origin, marital status, physical or mental disability, political affiliation, and without regard to or consideration of any other factor which cannot be lawfully used as a basis for service delivery.

CITY and COUNTY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

8.4 INDEPENDENT CONTRACTOR

CITY and COUNTY are independent contractors under this Agreement. Services provided by CITY pursuant to this Agreement shall be subject to the supervision of CITY and services provided by COUNTY pursuant to this Agreement shall be subject to the supervision of COUNTY. In providing such services, the CITY, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of COUNTY and the COUNTY, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of CITY. This Agreement shall not constitute or make the parties a partnership or joint venture.



8.5 THIRD PARTY BENEFICIARIES

Neither CITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. The parties expressly acknowledge that it is not their intent to create any rights in or obligations to any third person or entity by this Agreement; therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

8.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

County Administrator  
Government Center, Suite 409  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

FOR CITY:

City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

8.7 ASSIGNMENT

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party without the written consent of the contract administrator of the other party.

8.8 WAIVER OF BREACH

Neither COUNTY'S nor CITY'S failure to enforce any provision of this Agreement shall be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.9 COMPLIANCE WITH LAWS

CITY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. Likewise, COUNTY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.10 SEVERANCE

In the event that this Agreement or a material provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions shall continue to be effective unless a party adversely affected thereby, upon notice to the other party, elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding of invalidity, illegality or unenforceability by the court becomes final.

8.11 JOINT PREPARATION AND INTERPRETATION

The parties acknowledge that they have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and 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 any other.

8.12 CONSTRUCTION OF AGREEMENT; COOPERATION

It is the intent of the parties that this Agreement shall be liberally construed and interpreted consistent with the "Whereas" clauses set forth herein so as to fully effectuate its purposes and intent. The parties agree that they will cooperate, act in good faith, and make best efforts to accomplish any and all of the terms, conditions, and provisions of this Agreement, and shall take all appropriate and necessary actions and execute such additional documents as are necessary to effectuate this Agreement.

8.13 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 this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 of this Agreement shall prevail and be given effect.

8.14 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction and venue for litigation concerning this Agreement shall be exclusively in the state court of the Seventeenth Judicial Circuit in and for Broward County, Florida.

8.15 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and the governing body of CITY.

8.16 MERGER OF PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8.17 REMEDIES

In the event of breach or default of any term, condition, covenant, or obligation of this Agreement by either party, the other party may exercise any right available to it at law or equity, including without limitation an action for specific performance and all such remedies shall be cumulative.

8.18 INCORPORATIONS

The parties confirm and acknowledge the truth and accuracy of the "Whereas" clauses contained in this Agreement and same are hereby incorporated into and made a part of this Agreement. The attached Exhibits "A" and "B" are also incorporated into and made a part of this Agreement.

8.19 RECORDATION OF AGREEMENT

The parties shall work together to ensure that all necessary filings and recordation are timely and properly made with all state and federal offices and agencies that require knowledge of the boundary changes. This Agreement may be recorded in the Official Records of Broward County, Florida, if either party so desires.

8.20 RIGHT OF CITY TO INSPECT

Prior to the initiation and in the course of completing each improvement to be made pursuant to this agreement, COUNTY shall provide notice to CITY and CITY shall have the right to jointly inspect such improvement. CITY'S inspection shall be at CITY'S own expense.

8.21 CITY'S LAWS

Nothing contained in this Agreement shall constitute a waiver of CITY'S legislative, governmental, or police powers nor shall this Agreement prohibit or restrict CITY in promoting and protecting the health, safety, and welfare of CITY and its inhabitants.

8.22 MULTIPLE ORIGINALS

This Agreement may be fully executed in four (4) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its Board of County Commissioners, signing by and through its Mayor or Vice Mayor, authorized to execute same on the \_\_\_\_ day of \_\_\_\_\_, 2005 and CITY, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

\_\_\_\_\_  
County Administrator and Ex-Officio  
Clerk of the Board of County  
Commissioners of Broward County,  
Florida

By \_\_\_\_\_  
Chair  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Approved as to form  
JEFFREY J. NEWTON, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301  
Telephone: 954-357-7600  
Telecopier: 954-357-7641

By \_\_\_\_\_  
Larry E. Lymas-Johnson  
Deputy County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE TO IMPLEMENT ANNEXATION OF TWIN LAKES NORTH INTO THE CITY

CITY

ATTEST:

CITY OF FORT LAUDERDALE

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
\_\_\_\_\_, Mayor

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
\_\_\_\_\_, City Manager

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

Approved as to Form:

By \_\_\_\_\_  
\_\_\_\_\_  
City Attorney

ACKNOWLEDGEMENT FOR CITY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2005 by \_\_\_\_\_ as Mayor of the City of Fort Lauderdale, a Florida municipal corporation, on behalf of the municipal corporation, who is personally known to me.

My Commission Expires:

\_\_\_\_\_  
(Signature of Notary taking acknowledgement)  
NOTARY PUBLIC, STATE OF FLORIDA

Commission Number:

\_\_\_\_\_  
(Name of Acknowledger typed, printed or stamped)

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE TO IMPLEMENT ANNEXATION OF TWIN LAKES NORTH INTO THE CITY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2005 by \_\_\_\_\_ as City Manager of the City of \_\_\_\_\_, a Florida municipal corporation, on behalf of the municipal corporation, who is personally known to me.

My Commission Expires:

\_\_\_\_\_  
(Signature of Notary taking acknowledgement)  
NOTARY PUBLIC, STATE OF FLORIDA

Commission Number:

\_\_\_\_\_  
(Name of Acknowledger typed, printed or stamped)

ACKNOWLEDGEMENT FOR COUNTY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2005 by \_\_\_\_\_ as Mayor of the Broward County Board of County Commissioners, a political subdivision of the State of Florida, on behalf of Broward County, who is personally known to me.

My Commission Expires:

\_\_\_\_\_  
(Signature of Notary taking acknowledgement)  
NOTARY PUBLIC, STATE OF FLORIDA

Commission Number:

\_\_\_\_\_  
(Name of Acknowledger typed, printed or stamped)

## EXHIBIT A

### OBLIGATIONS OF CITY AND COUNTY

1. Types of Services Transitioned to CITY - Except as otherwise provided in this Agreement, CITY shall be responsible for the following services as of October 1, 2005:
  - Fire Rescue
  - Building Code Services
  - Zoning Code Services
  - Neighborhood Parks
  - School Guards
  - Street Lighting
  - Planning, Zoning and Development Review
  - Waterway Management and Maintenance
  - Community Development
  - Maintenance of roads and road rights-of-way
  
2. Building Code Services - All building permits submitted prior to the annexation date shall be issued, inspected and finalized by COUNTY, including expired building permits, which are renewed. Any permit submitted after the effective date of the annexation shall be issued, inspected, and finalized by CITY. COUNTY shall continue to monitor and enforce all outstanding building code violations including issuance of building permits, and inspections required to rectify outstanding violations. COUNTY shall provide all permitting and inspection services based on COUNTY'S building and zoning codes for the utility work on private property associated with the infrastructure improvement projects as specifically identified in Section 16 of this Exhibit "A."
  
3. Zoning Code Services - COUNTY shall continue to monitor and enforce all outstanding zoning violations including issuance of building and zoning permits, other regulatory approvals, such as variances, and inspections required to rectify outstanding violations. In addition, all outstanding zoning permits, including renewal of expired permits and certificate of use applications shall be inspected and finalized by COUNTY. Zoning designations under the Broward County Zoning Code shall remain in effect until CITY adopts an ordinance changing the zoning designations. Upon annexation, CITY shall be responsible for enforcement of all other provisions of the CITY'S Code of Ordinances within the annexed area.
  
5. Neighborhood Parks - COUNTY shall transfer and CITY shall accept title and assets for N/A Park(s). The assets associated with the parks are listed on Exhibit "C." The land for the parks must be used in perpetuity for public park and recreation purposes; which restriction shall be included in the deeds or other instruments of conveyance as determined by COUNTY. COUNTY shall stop collecting neighborhood park impact fees in the annexed area as of the effective date of the annexation.
  
6. School Guards - COUNTY shall cease providing school guard services in the annexed area on October 1, 2005.
  
7. Engineering and Right-of-Way Management - COUNTY and CITY agree that the jurisdiction and responsibility for public roads and title to the right of way for public roads within the area described in Exhibit "B," hereinafter referred to as "Transferred Roads", shall transfer from COUNTY to CITY effective September 15, 2005, except Prospect Road within the annexation area. This transfer shall remain effective so long as the area remains within the municipal jurisdiction of the CITY. CITY and COUNTY agree and acknowledge that all legal rights, title, interests and responsibilities and obligations including, but not limited to, the ownership, operation, planning, design,

construction, improvement, and maintenance of Transferred Roads, and any agreements regarding the right of way are relinquished and transferred by COUNTY and accepted by CITY effective September 15, 2005, except as hereinafter provided. Upon annexation becoming effective, COUNTY shall record this Agreement and a Right of Way map, consisting of the Broward County Engineering Division's Section Maps depicting the deed and plat dedications for the Road in the public records of Broward County, Florida. Transfer of title to the Road from COUNTY to MUNICIPALITY shall become effective upon such recordation pursuant to Section 337.29 (3), Florida Statutes.

All outstanding engineering permits shall be inspected and finalized by COUNTY. Bonds held for outstanding Engineering permits will be maintained until successful completion of the one-year warranty maintenance period. Any permit submitted after the effective date of the annexation shall be issued, inspected, and finalized by CITY.

COUNTY shall provide all permitting and inspection services within the right-of-way based on COUNTY standards for the infrastructure improvement projects as specifically identified in Section 16 of this Exhibit "A." CITY shall be notified of all right-of-way improvements associated with the infrastructure improvement projects as provided in Section 16 of this Exhibit "A." CITY may jointly inspect the infrastructure improvements at its own expense. CITY shall direct any related findings or issues to the County Office of Environmental Services and not the COUNTY contractor.

8. Street Maintenance - CITY hereby irrevocably accepts responsibility for maintenance of the Transferred Roads; however, COUNTY shall complete any street maintenance projects in process as of the effective date of the annexation.
9. Street Lighting - CITY hereby accepts assignment of and shall be responsible for any contracts with Florida Power and Light or other entity for the maintenance of existing streetlights and the installation of new lights within the annexed area as of October 1, 2005. CITY agrees to provide written notification of its responsibility for street lighting to Florida Power and Light Company and/or any other entity entitled to notice of such assignment.
10. Planning and Development Review - CITY shall be responsible for the review of all final plats within the annexed area which have not been approved by the Broward County Board of County Commissioners by September 15, 2005. All plats approved by the Broward County Board of County Commissioners prior to the effective date of the annexation shall be entitled to be recorded as if such a plat was still located within the unincorporated area. CITY shall be responsible for neighborhood planning as of the effective date of annexation. CITY shall be responsible for the review of all final site plan applications which have not received a development order from Broward County by September 15, 2005. The Future Unincorporated Land Use Element of the Broward County Comprehensive Plan shall remain in effect until CITY adopts an ordinance changing such land use designation by a majority of the full governing body of CITY. Upon annexation, CITY shall be responsible for implementation and administration of the Future Unincorporated Land Use Element of the Broward County Comprehensive Plan within the annexed area.
11. Waterway Management and Maintenance - CITY agrees to accept conveyance and ownership of all water bodies currently owned by the COUNTY, which shall irrevocably and unconditionally become owned and maintained by CITY on September 15, 2005, which transfer shall hereafter remain effective so long as the area remains within the municipal jurisdiction of the CITY. All storm sewers and associated stormwater outfalls serving roads that are transferred to CITY as part of the annexation shall be owned and maintained by the CITY. Storm sewers and the associated outfalls that primarily serve roads that will remain COUNTY'S responsibility shall remain the responsibility of COUNTY.



12. Community Development Block Grant, HOME and SHIP Grant Programs - COUNTY shall complete capital projects that have been budgeted, unless COUNTY and CITY agree in writing to complete the budgeted projects in another method. Further, until such time that the U.S. Department of Housing & Urban Development (HUD) recognizes the population of the Twin Lakes North Area as part of CITY and this recognition is reflected in CITY'S annual CDBG/HOME/SHIP entitlement distribution, the COUNTY shall permit the CITY, or eligible organizations when supported by the CITY, to make application for and receive a pro rata allotment of CDBG/HOME/SHIP funds, based on the population of the Twin Lakes North Area, which COUNTY is qualified to receive from the U.S. Department of Housing and Urban Development (HUD). The CITY shall advise the U.S. Department of Housing and Urban Development (HUD) in writing prior to December 31, 2005, that the annexation is effective September 15, 2005, and request that HUD proceed with adjusting the annual entitlement amounts. Once HUD adjusts the annual entitlement amounts, the terms of this paragraph shall become null and void.
13. Transfer of Property - COUNTY shall transfer by deed or title COUNTY assets listed on Exhibit "C" no later than September 15, 2005.
14. Allocation of Revenues – CITY shall initiate and coordinate with the COUNTY the notification and filing process to ensure that all Municipal, County and State revenue sources are transitioned to CITY on October 1, 2005. The COUNTY shall make provisions for per capita revenue sharing payments to the CITY on behalf of the annexed area until that point in time at which all State of Florida, County and Municipal revenue sharing resources based on population formulas recognize the population of the annexed area as part of CITY and that recognition is reflected in CITY'S annual share of State revenues.
  - Electric Utility Taxes
  - Communication Services Taxes
  - Electric Franchise Fees
  - State Revenue Sharing
  - Gas Taxes
  - Sales Tax
15. Garbage Collection - COUNTY shall continue to provide all waste collection and recycling services until December 31, 2005. COUNTY shall retain all garbage collection residential and commercial franchise fees and other applicable revenues payable for all periods through December 31, 2005. COUNTY will have collected the special assessments for these services, thus the transition of services shall be effective on January 1, 2006 to the extent provided by Florida Statute.
16. Infrastructure Improvement Program
  - A. Scope of Infrastructure Improvement Project.
    1. COUNTY will pay to CITY Three Hundred Thousand Five Hundred Sixty Dollars (\$310,560) on October 1, 2005 and CITY shall spend the amount on road restoration, road resurfacing, sidewalks and landscaping after the CITY installs sewers within the Twin Lakes North annexed area. CITY shall install sewers in the unsewered portions of the Area and shall not charge property owners a connection fee or special assessment.
17. Transfer of Records: All records will be transferred to the City commencing September 15, 2005 and proceed continuously until all records in the annexation area are transferred to the CITY based on a mutually agreed upon schedule.
18. Employee Displacement: The COUNTY displaced employees will be given preference if they meet all requirements in a satisfactory manner. COUNTY employees displaced by annexation may be

hired, at the CITY'S discretion, subject to meeting all requirements and conditions set forth by the CITY.

19. Police Services: The CITY will assume the responsibility for providing Police services.

EXHIBIT B

Legal Description Of The Unincorporated Area In Broward County Known AsTwin Lakes North, Which Is To Be Incorporated Into The Municipal Boundaries Of The CITY:

Legal Description

See HB 1399

EXHIBIT C

List And Description Of All Assets, Real And Personal That Will Transfer From The COUNTY To The CITY:

(Not Applicable)

MEMORANDUM NO. 04-793

DATE: May 12, 2009

TO: Mayor Jim Naugle  
Vice-Mayor Dean J. Trantalis  
Commissioner Christine Teel  
Commissioner Carlton B. Moore  
Commissioner Cindi Hutchinson  
Harry A. Stewart, City Attorney  
Jonda Joseph, City Clerk

FROM: Alan A. Silva, Acting City Manager

VIA: Bud Bentley, Assistant City Manager  
Cecelia H. Hollar, AICP, Construction Services Director  
Bruce D. Chatterton, AICP, Planning and Zoning Services Manager

BY: Construction Services Bureau  
Project Planner: Anthony M. Longo, Planner III

SUBJECT: June 2, 2004 Regular Agenda – A Resolution Expressing the City of Fort Lauderdale’s interest to Serve as the Governing Body for the “Twin Lakes North Area” as described in House Bill 1399.

By July 1, 2004, the City must officially pass a resolution (**Exhibit 1**) to notify the Broward County Legislative Delegation that the City of Fort Lauderdale wishes to appear on the ballot for the residents of the Twin Lakes North Area to vote for which city they wish to be annexed into (See Map, **Exhibit 2**).

The Twin Lakes North Area Annexation Bill (**Exhibit 3**) was submitted to the State Legislature and passed during their 2004 Session. The City of Oakland Park and the City of Fort Lauderdale are listed in the bill as municipalities that have duly enacted resolutions stating their intent to serve as the governing body for the Twin Lakes North Area.

Per the bill, the Board of County Commissioners of Broward County shall schedule an election on November 2, 2004 in accordance with the provisions of the law relating to elections, currently in force in Broward County.

- Voters residing in the Twin Lakes North area shall, by majority vote of the voters participating in the election, choose whether to join either the City of Oakland Park or City of Fort Lauderdale for annexation.
- In addition, voters residing in Twin Lakes North area shall, by majority vote of the voters participating in the election, choose whether to join that municipality on September 15, 2005, or September 15, 2006.

In accordance with the City Commission’s policy of revenue-neutral annexations, staff has prepared an updated spreadsheet that shows the five-year projected revenues and expenditures for the Twin Lakes North Area (**Exhibit 4**).

We recommend that the City Commission pass a resolution for the City of Fort Lauderdale to appear on the voting ballot.

Memorandum No. 04-793  
May 12, 2009  
Page 2

Attachments

A bill to be entitled

An act relating to Broward County; providing for extending the corporate limits of the City of Fort Lauderdale or the City of Oakland Park; providing for annexation of the unincorporated area known as Twin Lakes North; providing for an election; providing for an effective date of annexation; providing for an interlocal agreement; providing for a continuation of certain Broward County regulations; providing for the transfer of public roads and rights-of-way; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. No later than July 1, 2004, the governing bodies of the City of Fort Lauderdale and the City of Oakland Park, after having considered the effects of annexation on the residents of both the Twin Lakes North Area, as hereinafter described, and the respective municipality, shall inform the Broward County Legislative Delegation and the Broward County Board of County Commissioners of their desire to appear on the ballot as provided for in this act.

Section 2. Twin Lakes North Area legal description.--

That portion of Section 16, Township 49 South, Range 42 East, Broward County, Florida, described as follows:

Begin at the Northwest corner of Lot 7, Block 2 of Twin Lakes, as recorded in Plat Book 29, Page 23, of

30 the Public Records of Broward County, Florida, said  
 31 point being on the municipal boundary of the City of  
 32 Fort Lauderdale, as established by Ordinance No. C-82-  
 33 128 of the City of Fort Lauderdale;

34  
 35 Thence South along the West line of said Lot 7 and  
 36 said municipal boundary to the Southwest corner of  
 37 said Lot 7;

38  
 39 Thence Easterly along the South line of Lots 7, 6 and  
 40 5 of said Twin Lakes plat and said municipal boundary  
 41 to the Southwest corner of Lot 4 of said plat, said  
 42 point being on the municipal boundary of the City of  
 43 Oakland Park, as established by Chapter 79-519, Laws  
 44 of Florida;

45  
 46 Thence continuing along said municipal boundary the  
 47 following 4 courses:

48  
 49 Thence Southerly to the Northeast corner of Lot 1,  
 50 Block 4 of Stadium Park, as recorded in Plat Book 53,  
 51 Page 9, of the Public Records of Broward County,  
 52 Florida;

53  
 54 Thence Southerly along the East line of Lots 1 thru 8,  
 55 Block 4 of said Stadium Park, and the East line of  
 56 Lots 18 and 15, Block 3 of said Stadium Park, to the  
 57 Southeast corner of said Lot 15;

58



HB 1399

2004

59 Thence Southwesterly to the Northwest corner of Lot 1,  
60 Block 14 of Twin Lakes, as recorded in Plat Book 29,  
61 Page 23, of the Public Records of Broward County,  
62 Florida;

63  
64 Thence Southerly along the West line of Lots 1 thru 4,  
65 Block 14, and the Southerly projection thereof to the  
66 Northeast corner of Lot 12, Block 21 of said Twin  
67 Lakes, said point being on the municipal boundary of  
68 the City of Oakland Park, as established by Ordinance  
69 No. 0-81-20 of the City of Oakland Park;

70  
71 Thence Westerly, Southerly and Easterly along said Lot  
72 12 and said municipal boundary to the Southeast corner  
73 thereof, said point also being on the municipal  
74 boundary of the City of Oakland Park, as established  
75 by Chapter 79-519, Laws of Florida;

76  
77 Thence continuing along said municipal boundary the  
78 following 5 courses:

79  
80 Thence Southerly along the West line of Lots 3 and 4  
81 of said Block 21 to the Southwest corner of said Lot  
82 4;

83  
84 Thence Westerly along the North right of way line of  
85 N.W. 45 Court to the intersection with the West right  
86 of way line of N.W. 10 Avenue;

87

HB 1399

2004

88 Thence Southerly along the West right of way line of  
 89 N.W. 10 Avenue to the Southeast corner of Lot 16,  
 90 Block 24 of said Twin Lakes;  
 91  
 92 Thence Westerly along the North right of way line of  
 93 Prospect Field Road (N.W. 44 Street) to a point of  
 94 intersection with the Northerly extension of the West  
 95 right of way line of that part of N.W. 10 Avenue lying  
 96 South of said Prospect Field Road (N.W. 44 Street);  
 97  
 98 Thence Southwesterly along said Northerly extension to  
 99 a point on the centerline of Prospect Field Road (N.W.  
 100 44 Street);  
 101  
 102 Thence Northwesterly along said centerline to a point  
 103 on the West line of the Southwest One-Quarter (SW  
 104 1/4), of the Southeast One-Quarter (SE 1/4) of said  
 105 Section 16, said point also being on the municipal  
 106 boundary of the City of Tamarac, as established by  
 107 Ordinance No. 68-4 of the City of Tamarac;  
 108  
 109 Thence Northerly along said West line and along said  
 110 municipal boundary to a point on the North line of the  
 111 South One-Half (S 1/2) of the Southeast One-Quarter  
 112 (SE 1/4) of said Section 16, said point also being on  
 113 the municipal boundary of the City of Fort Lauderdale,  
 114 as established by Chapter 71-640, Laws of Florida;  
 115  
 116 Thence Easterly along said North line and said

HB 1399

2004

117 | municipal boundary to the Northeast corner of the  
 118 | Southwest One-Quarter (SW 1/4), of the Southeast One-  
 119 | Quarter (SE 1/4) of said Section 16;

120 |  
 121 | Thence Northerly along the West line of the East One-  
 122 | Half (E 1/2), of the East One-Half (E 1/2) of said  
 123 | Section 16 and along said municipal boundary to the  
 124 | Southwest corner of Lot 7, Block 5 of Twin Lakes, as  
 125 | recorded in Plat Book 29, Page 23, of the Public  
 126 | Records of Broward County, Florida, said point also  
 127 | being on the municipal boundary of the City of Fort  
 128 | Lauderdale, as established by Ordinance No. C-88-82 of  
 129 | the City of Fort Lauderdale;

130 |  
 131 | Thence Easterly along the North line of Lot 6, 5 and  
 132 | 3, of said Block 5 also being the South line of Lot 7,  
 133 | 8 and 2 of said Block 5 and along said municipal  
 134 | boundary to the Northeast corner of said Lot 3, said  
 135 | point also being on the West right of way line of N.W.  
 136 | 11 Avenue as shown on said plat of Twin Lakes;

137 |  
 138 | Thence Northerly along said West right of way line  
 139 | also being the East line of Lots 2 and 1 of said Block  
 140 | 5 and the Northerly projection thereof and along said  
 141 | municipal boundary to a point on the South line of  
 142 | Parcel A of C.T.A. Plat, as recorded in Plat Book 124,  
 143 | Page 33, of the Public Records of Broward County,  
 144 | Florida, said point also being on the municipal  
 145 | boundary of the City of Fort Lauderdale, as

HB 1399

2004

146 established by Ordinance No. C-84-59 of the City of  
 147 Fort Lauderdale;

148  
 149 Thence Easterly along said South line and said  
 150 municipal boundary to the Southerly extension of the  
 151 West line of Block 1 of Stadium Park, as recorded in  
 152 Plat Book 53, Page 9, of the Public Records of Broward  
 153 County, Florida;

154  
 155 Thence Northerly along said Southerly extension and  
 156 the West line of said Block 1 and said municipal  
 157 boundary to the Southwest corner of Lot 13, Block 1 of  
 158 said Stadium Park, said point also being on the  
 159 municipal boundary of the City of Fort Lauderdale, as  
 160 established by Chapter 79-459, Laws of Florida;

161  
 162 Thence continuing along said municipal boundary the  
 163 following 4 courses:

164  
 165 Thence Easterly along the South line of Lots 13, 12  
 166 and 11 of said Block 1 to the Southeast corner of said  
 167 Lot 11;

168  
 169 Thence continue Easterly along the South line of the  
 170 North 120 feet of Lots 1, 2, 3 and the East 15 feet of  
 171 Lot 4, Block 1 of said Twin Lakes, and the Easterly  
 172 projection thereof to the West line of Lot 9, Block 2  
 173 of said Twin Lakes;

174

HB 1399

2004

175 Thence Southerly along said West line to the Southwest  
 176 corner of said Lot 9;

177  
 178 Thence Easterly along the South line of said Lot 9 to  
 179 the POINT OF BEGINNING.

180  
 181 Section 3. The Broward County Board of County  
 182 Commissioners shall schedule an election in accordance with the  
 183 provisions of the law relating to elections currently in force  
 184 in Broward County on November 2, 2004. The subject of said  
 185 election shall be the annexation of the Twin Lakes North Area.  
 186 Only registered voters residing in the Twin Lakes North Area as  
 187 described in this act may vote in said election. On the ballot  
 188 provided for in this section shall appear the City of Fort  
 189 Lauderdale and the City of Oakland Park. The voters residing in  
 190 the Twin Lakes North Area shall, by majority vote of the voters  
 191 participating in the election, choose one municipality for  
 192 annexation.

193 Section 4. Upon a majority of the voters participating in  
 194 the election as provided in section 3, voting for annexation,  
 195 the Twin Lakes North Area described in section 2 shall be deemed  
 196 a part of said municipality on September 15, 2005, pursuant to  
 197 s. 171.062, Florida Statutes, except as provided for in this  
 198 act.

199 Section 5. An interlocal agreement shall be developed  
 200 between the governing bodies of Broward County and the annexing  
 201 municipality and executed prior to the effective date of the  
 202 annexation as provided for in section 4. The agreement shall  
 203 address infrastructure improvement projects and include a

HB 1399

2004

204 financially feasible plan for transitioning county services,  
 205 buildings, infrastructure, waterways, and employees.

206 Section 6. The Board of County Commissioners of Broward  
 207 County is hereby authorized to set the election provided for in  
 208 section 3 by general election for the time period provided in  
 209 this act at the cost of Broward County. A mail ballot shall not  
 210 be used for any election provided for in this act. However,  
 211 voters may vote by absentee ballot as provided by law.

212 Section 7. Upon annexation into a municipality, the  
 213 following shall govern the areas described in section 2:

214 (1) The present land use designations and zoning districts  
 215 provided for under the Broward County Comprehensive Plan and  
 216 Code of Ordinances of Broward County shall remain the law  
 217 governing the Twin Lakes North Area, notwithstanding the fact  
 218 that the Twin Lakes North Area is now a part of a municipality.  
 219 The land use designations and zoning of Broward County shall be  
 220 deemed the conforming laws of the municipality of which the Twin  
 221 Lakes North Area is now a part.

222 (2) Any change of zoning districts or land use  
 223 designations may only be accomplished by enactment of the vote  
 224 of the majority of the full governing body of the municipality  
 225 plus one.

226 (3) Notwithstanding subsections (1) and (2), any use,  
 227 building, or structure that is legally in existence at the time  
 228 that the Twin Lakes North Area becomes a part of the  
 229 municipality, said use shall not be made a prohibited use by the  
 230 municipality, on the property of said use, for as long as the  
 231 use shall continue, and not be voluntarily abandoned.

232 Section 8. Subsequent to the effective date of this act,

HB 1399

2004

233 no change in land use designation or zoning shall be effective  
 234 within the limits of the lands subject to annexation herein  
 235 until the Twin Lakes North Area has been annexed into the  
 236 municipality; no annexation within the Twin Lakes North Area by  
 237 any municipality shall occur during the time period between the  
 238 effective date of this act and the effective date of the  
 239 annexation.

240 Section 9. Subsequent to the effective date of the  
 241 annexation, any resident in the area to be annexed by this act  
 242 into the City of Fort Lauderdale or the City of Oakland Park  
 243 shall be deemed to have met any residency requirements for  
 244 candidacy for any municipal office.

245 Section 10. Nothing in this act shall be construed to  
 246 affect or abrogate the rights of parties to any contracts,  
 247 whether the same be between Broward County and a third party or  
 248 between nongovernmental entities, which contracts are in effect  
 249 prior to the effective date of the annexation.

250 Section 11. All public roads and the public rights-of-way  
 251 associated therewith, on the Broward County Road System, lying  
 252 within the limits of the lands subject to annexation herein, as  
 253 described in section 2, are transferred from Broward County  
 254 jurisdiction to the jurisdiction of the annexing municipality,  
 255 except for that portion of Prospect Road described in section 2.  
 256 All rights, title, interests, and responsibilities for any  
 257 transferred roads, including, but not limited to, the ownership,  
 258 operation, maintenance, planning, design, and construction of  
 259 said roads, and to the rights-of-way associated therewith, shall  
 260 transfer from Broward County jurisdiction and ownership to the  
 261 jurisdiction and ownership of the annexing municipality upon the

HB 1399

2004

262 | effective date of the annexation.

263 |       Section 12. This act shall take effect upon becoming a

264 | law.



RESOLUTION NO. 99-160

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, SUPPORTING THE ANNEXATION OF THE UNINCORPORATED NEIGHBORHOOD KNOWN AS GOLDEN HEIGHTS LOCATED ADJACENT TO N.W. 16TH COURT AND N.W. 16TH STREET BETWEEN N.W. 24TH TERRACE THROUGH N.W. 28TH AVENUE, INTO THE CITY OF FORT LAUDERDALE; REQUESTING THE BROWARD COUNTY LEGISLATIVE DELEGATION AND STATE LEGISLATURE TO TAKE ACTIONS NECESSARY TO ANNEX THE AREA AND AUTHORIZING THE PROPER CITY OFFICIALS TO FILE A LOCAL BILL AND TAKE SUCH OTHER ACTIONS NECESSARY TO ANNEX THE GOLDEN HEIGHTS NEIGHBORHOOD.

WHEREAS, the Broward County Legislative Delegation has adopted an annexation policy encouraging annexation of unincorporated areas of Broward County into a municipality; and

WHEREAS, the Golden Heights area as more particularly described and shown in the Exhibit attached hereto and incorporated herein ("Area") meets the requirements of Section 171.043 for annexation into the City of Fort Lauderdale; and

WHEREAS, the City has been working with the residents of the Area regarding the annexation of the Area into the City;

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

SECTION 1. That the City Commission of the City of Fort Lauderdale, Florida, hereby supports the annexation of the Golden Heights neighborhood located adjacent to N.W. 16th Court and N.W. 16th Street between N.W. 24th Terrace through N.W. 28th Avenue, as described in the Exhibit.

SECTION 2. That the City Commission of the City of Fort Lauderdale, Florida, hereby requests the Broward County Legislative

Delegation and State Legislature to take actions necessary to annex the Golden Heights neighborhood into the City of Fort Lauderdale.

SECTION 3. That the proper city officials are hereby authorized to take such actions necessary to file a local bill or take such other actions necessary to annex the Golden Heights neighborhood.

ADOPTED this the 2nd day of November, 1999.

---

Mayor  
JIM NAUGLE

ATTEST:

---

City Clerk  
LUCY MASLIAH

L:\COMM99\RESOS\NOV2\99-160.WPD

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31

An act relating to the City of Fort Lauderdale,  
Broward County; extending and enlarging the  
corporate limits of the City of Fort Lauderdale  
to include specified unincorporated lands  
within said corporate limits; providing an  
effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. The present corporate limits of the City of  
Fort Lauderdale, Broward County, are hereby extended and  
enlarged to include, in addition to the territory presently  
within its corporate limits, that portion of Section 32,  
Township 49 South, Range 42 East, Broward County, Florida,  
being more particularly describes as follows:

BEGINNING AT THE SOUTHEAST CORNER OF "GOLDEN  
HEIGHTS HOMES" AS RECORDED IN PLAT BOOK 40,  
PAGE 28, PUBLIC RECORDS OF BROWARD COUNTY,  
FLORIDA;

THENCE NORTH 00°46'04" EAST ALONG THE WEST LINE  
OF SAID PLAT FOR 688.62 FEET TO THE NORTHWEST  
CORNER OF SAID PLAT;

THENCE EAST ALONG THE NORTH LINE OF SAID PLAT  
FOR 2004.16 FEET TO THE NORTHEAST CORNER OF  
SAID PLAT;

1           THENCE SOUTH 00°50'06" WEST ALONG THE EAST LINE  
2           OF SAID PLAT FOR 682.46 FEET TO THE SOUTHEAST  
3           CORNER OF SAID PLAT, THE LAST 3 COURSES BEING  
4           COINCIDENT WITH THE CORPORATE LIMITS OF THE  
5           CITY OF FORT LAUDERDALE;

6  
7           THENCE SOUTH 89°53'15" WEST ALONG THE SOUTH  
8           LINE OF SAID PLAT FOR 1134.17 FEET;

9  
10           THENCE SOUTH 89°41'45" WEST LONG THE SOUTH LINE  
11           OF SAID PLAT FOR 669.28 FEET TO THE POINT OF  
12           BEGINNING.

13  
14           Lying within Broward County, Florida.  
15           Containing 31.89 acres, more or less.

16  
17           Section 2. All public roads and the public  
18 rights-of-way associated therewith, lying within the limits of  
19 the lands subject to annexation herein, as described in  
20 section 1, are transferred from Broward County jurisdiction to  
21 the jurisdiction of the annexing municipality.

22           Section 3. On the effective date of this act, the City  
23 of Fort Lauderdale shall be responsible for and embodied with  
24 all municipal powers granted in chapter 166, Florida Statutes,  
25 over territory hereby annexed.

26           Section 4. Nothing in this act shall be construed to  
27 affect or abrogate the rights of parties to any contracts,  
28 whether the same be between Broward County and a third party  
29 or between nongovernmental entities, which contracts are in  
30 effect prior to the effective date of annexation.

31

ENROLLED

2000 Legislature

HB 1761, First Engrossed

1           Section 5. This act shall take effect September 15,  
2 2000.  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31

An act relating to Broward County; providing for extending the corporate limits of the City of Fort Lauderdale; providing for annexation of the unincorporated area known as Melrose Park; providing for an election; providing for an effective date of annexation; providing for an interlocal agreement; providing legislative intent; providing for a continuation of certain Broward County regulations; providing for the transfer of public roads and rights-of-way; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. The legal description of the Melrose Park Area is as follows:

That portion of Section 7, Township 50 South, Range 42 East, Broward County, Florida, described as follows:

Beginning at a point on the boundary of the City of Plantation established by Chapter 68-101, Laws of Florida, being the Southeast corner of Lot 34, Block 11, MELROSE PARK Section 7, as recorded in Plat Book 39, Page 35, Public Records of Broward County, Florida;

1        thence continuing along the said boundary of  
2        the City of Plantation, the following 10  
3        courses and distances;  
4  
5        thence Northerly along the East lines of Lots  
6        34 through 24, and the Northerly extension  
7        thereof, and the East lines of Lots 12 through  
8        1, Block 6, and the Northerly extension  
9        thereof, and the East line of Lot 9, Block 1,  
10       to a point 50 ft. North of the Northeast corner  
11       of Lot 9, Block 1, all in the said MELROSE PARK  
12       Section 7;  
13  
14       thence Easterly 133.75 ft. along the North  
15       right-of-way line of a canal as shown by said  
16       MELROSE PARK Section 7;  
17  
18       thence Northerly along the East line of Tract  
19       1, as shown by said MELROSE PARK Section 7, 425  
20       ft. to the Northeast corner of said Tract 1;  
21  
22       thence Northerly 70 ft. more or less to the  
23       Southeast corner of Tract 3, according to  
24       MELROSE PARK Section 8, as recorded in Plat  
25       Book 39, Page 36, of the Public Records of  
26       Broward County, Florida;  
27  
28       thence Northerly along the East line of said  
29       Tract 3 to a point of intersection with the  
30       Westerly extension of the South line of Lot 1,  
31

1       Block 4, according to the said MELROSE PARK  
2       Section 8;  
3  
4       thence Easterly along the South line of said  
5       Lot 1, Block 4, and the Westerly extension  
6       thereof according to said MELROSE PARK Section  
7       8, to the Southeast corner of said Lot 1, Block  
8       4;  
9  
10       thence Northerly along the East line of said  
11       Lot 1, Block 4, and the Northerly extension  
12       thereof to the North right-of-way line of  
13       Southwest 2nd Court, according to said MELROSE  
14       PARK Section 8;  
15  
16       thence East along the North right-of-way line  
17       of said Southwest 2nd Court to the West  
18       right-of-way line of S.W. 38th Ave., as shown  
19       by said MELROSE PARK Section 8;  
20  
21       thence North along the said West right-of-way  
22       line of S.W. 38th Ave., 865 ft. more or less to  
23       the South right-of-way line of Broward Blvd.,  
24       as shown by the said MELROSE PARK Section 8;  
25  
26       thence East along the said South right-of-way  
27       line of Broward Blvd., to a point of  
28       intersection with the North line of Tract 2 of  
29       said MELROSE PARK Section 8, being the point of  
30       curvature of a circular curve concave to the  
31       Southeast having a radius of 25 ft. and tangent



1       to the West line of said Tract 2 and the  
2       boundary of the City of Plantation established  
3       by City of Plantation Ordinance No. 581;  
4  
5       thence continuing along said boundary of the  
6       City of Plantation the following 6 courses;  
7  
8       thence West through South along the arc of said  
9       curve to the said point of tangency;  
10  
11       thence Southerly along the said West line of  
12       Tract 2 to the Southwest corner of said Tract  
13       2;  
14  
15       thence East along the South line of said Tract  
16       2 to the West line of the East One-Half of the  
17       Northwest One-Quarter of said Section 7, also  
18       being a point on the West line of Tract 1A,  
19       MELROSE PARK Section 6, recorded in Plat Book  
20       36, Page 24, Public Records of Broward County,  
21       Florida;  
22  
23       thence South along said West line to the  
24       Southwest corner of said Tract 1A;  
25  
26       thence East along the South line of said Tract  
27       1A to the Southeast corner thereof;  
28  
29       thence North along the East line of said Tract  
30       1A to the point of intersection with the North  
31       line of the South 90 ft. of said Tract 1A;

1  
2 thence continuing along the boundary of the  
3 City of Plantation established by City of  
4 Plantation Ordinance No. 1083, the following 4  
5 courses;  
6  
7 thence continuing North along the said East  
8 line of Tract 1A to the point of curvature of a  
9 curve concave to the Southwest, having a radius  
10 of 25 feet;  
11  
12 thence North through West along said curve to  
13 the point of tangency with the North line of  
14 said Tract 1A;  
15  
16 thence West along said North line to a point of  
17 intersection with the West line of the North  
18 140 feet of the East 46 feet of aforesaid Tract  
19 2, MELROSE PARK Section 8;  
20  
21 thence South along the said West line to a  
22 point of intersection with the South line of  
23 the North 140 feet of the East 46 feet of said  
24 Tract 2;  
25  
26 thence continuing along the boundary of the  
27 City of Plantation established by aforesaid  
28 Ordinance No. 581, the following 4 courses;  
29  
30 thence South along the West line of the North  
31 10 ft. of the South 90 ft. of said Tract 2 to

1       the North line of the South 80 ft. of said  
2       Tract 2;  
3  
4       thence West along the said North line to the  
5       West line of the East 136 ft. of said Tract 2;  
6  
7       thence North along the said West line to the  
8       North line of said Tract 2;  
9  
10       thence West along the said North line to the  
11       Southerly prolongation of the centerline of  
12       N.W. 38th Way, as shown by the plat of BROWARD  
13       ESTATES, as recorded in Plat Book 34, Page 19,  
14       Public Records of Broward County, Florida;  
15  
16       thence North along the said prolongation of the  
17       centerline of N.W. 38th Way, being along the  
18       boundary of the City of Plantation established  
19       by aforesaid Chapter 68-101, to the North line  
20       of said Section 7;  
21  
22       thence East along the North line of said  
23       Section 7 to the West right-of-way line of S.W.  
24       31st Avenue, as described in Chapter 69-1057,  
25       Laws of Florida, annexing lands into the City  
26       of Fort Lauderdale, Florida;  
27  
28       thence along the boundary of the City of Fort  
29       Lauderdale, established by said Chapter 69-1057  
30       the following 2 courses;  
31

1 thence South along the said West right-of-way  
2 line to the South boundary of said Section 7;

3  
4 thence West along the said South boundary to  
5 the Point of Beginning.

6  
7 Section 2. The Broward County Board of County  
8 Commissioners shall schedule an election on November 6, 2001,  
9 in accordance with the provisions of the law relating to  
10 elections currently in force in Broward County. The subject of  
11 said election shall be the annexation of the area described in  
12 section 1 commonly known as the Melrose Park Area. Only  
13 registered voters residing in the Melrose Park Area as  
14 described in this act may vote in said election. On the ballot  
15 provided for in this section shall appear the name of the City  
16 of Fort Lauderdale. The voters residing in the Melrose Park  
17 Area shall, by majority vote of the voters participating in  
18 the election, choose the effective date for annexation with  
19 the City of Fort Lauderdale. The dates appearing on the ballot  
20 shall be a choice of September 15, 2002, or September 15,  
21 2003. A mail ballot shall not be used in this election.

22 Section 3. Upon a majority of the registered voters  
23 voting in the referendum as provided in section 2, for  
24 annexation into the City of Fort Lauderdale, the area  
25 described in this act shall be deemed a part of said  
26 municipality on either September 15, 2002, or September 15,  
27 2003. The City of Fort Lauderdale shall have all powers  
28 pursuant to section 171.062, Florida Statutes, except as  
29 provided in this act.

30 Section 4. No later than December 31, 2001, Broward  
31 County shall adopt an improvement plan for the unincorporated

1 land subject to this act. Such plan shall provide for the  
2 upgrade of the Melrose Park Area, including, but not limited  
3 to, park and recreation, roadway, utilities, and public safety  
4 infrastructure, to a level of services at least equivalent to  
5 the levels of services for such infrastructure as is defined  
6 or maintained by adjacent municipalities. The improvement plan  
7 shall identify the specific capital improvements required to  
8 meet such level of service. The plan shall be completed no  
9 later than December 31, 2001, shall be submitted to the  
10 Broward Legislative Delegation, and shall be utilized in  
11 formulation of an interlocal agreement between the county and  
12 the annexing city.

13           Section 5. The Board of County Commissioners of  
14 Broward County is authorized to set the election provided for  
15 in section 2 by special election for the time period provided  
16 in this act at the cost of Broward County. A mail ballot shall  
17 not be used for any election provided for in this act.

18           Section 6. Upon annexation into the City of Fort  
19 Lauderdale, the following shall govern the areas described in  
20 section 1: for any use, building, or structure that is legally  
21 in existence at the time the Melrose Park Area becomes a part  
22 of the City of Fort Lauderdale, such use shall not be made a  
23 prohibited use by the municipality, on the property of said  
24 use, for as long as the use shall continue and is not  
25 voluntarily abandoned.

26           Section 7. Subsequent to the effective date of this  
27 act, no change in land use designation or zoning shall be  
28 effective within the limits of the lands subject to annexation  
29 herein until the Melrose Park Area has been annexed into the  
30 City of Fort Lauderdale, nor shall annexation by any

31

1 municipality occur during the period between the effective  
2 date of this act and the effective date of the annexation.  
3       Section 8. All public roads of the Broward County Road  
4 System, and the public rights-of-way associated therewith,  
5 lying within the limits of the lands subject to annexation  
6 herein, as described in section 1, are transferred from  
7 Broward County jurisdiction to the jurisdiction of the  
8 annexing municipality, except for those portions of Martin  
9 Luther King, Jr., Avenue (SW 31 Avenue) lying within the  
10 limits of the annexation area. All rights, title, interests,  
11 and responsibilities for any transferred roads, including, but  
12 not limited to, the ownership, operation, maintenance,  
13 planning, design, and construction of said roads and the  
14 rights-of-way associated therewith, shall transfer from  
15 Broward County jurisdiction and ownership to the jurisdiction  
16 and ownership of the annexing municipality upon the effective  
17 date of the annexation.

18       Section 9. This act shall take effect upon becoming a  
19 law.  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31

AGREEMENT

Between

BROWARD COUNTY

and the

CITY OF FORT LAUDERDALE

related to

ANNEXATION OF the RIVERLAND AREA

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 the City of Fort Lauderdale, a Florida municipal corporation, hereinafter referred to as "CITY."

WHEREAS, in order to establish the background, context, and frame of reference for this Agreement and the objectives and intentions of COUNTY and CITY, the following statements, representations, and explanations are predicates for the undertakings and commitments included within the provisions which follow and shall be construed as essential elements of the mutual considerations upon which this Agreement is based; and

WHEREAS, it is the purpose and intent of this Agreement for COUNTY and CITY to provide for a means by which each governmental entity may exercise cooperatively its respective powers and privileges in order to further a common goal; and

WHEREAS, this Agreement is an interlocal agreement entered into pursuant to Section 163.01, Florida Statutes, the Florida Intergovernmental Cooperation Act of 1969, as amended. Prior to the effectiveness of any provisions of this Agreement and any amendments hereto, this Agreement including any amendments shall be filed as provided by Section 163.01(11); and

WHEREAS, the State of Florida enacted Chapter 2001-322, Laws of Florida, during the 2001 legislative session which resulted in the portions of the unincorporated area in Broward County described therein (hereinafter sometimes referred to as the "Riverland Area") being annexed into the municipal boundaries of the CITY; and

WHEREAS, annexation of the Riverland Area into the CITY will be effective September 15, 2002; and

WHEREAS, CITY has requested that COUNTY cease to provide municipal services to the Riverland Area upon September 15, 2002; and

WHEREAS, CITY shall be entitled to collect all revenues for the municipal services provided by the CITY to Riverland Area on or after October 1, 2002 except as otherwise provided for in this agreement; and

WHEREAS, it is mutually beneficial to CITY and COUNTY to ensure a smooth transition of the Riverland Area from the COUNTY to CITY; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and CITY agree as follows:

## ARTICLE 1

### DEFINITIONS AND IDENTIFICATIONS

- 1.1 **Agreement** - means this document, Articles 1 through 5, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Board** - the Broward County Board of County Commissioners.
- 1.3 **City Contract Administrator** – the City of Fort Lauderdale’s City Manager is the CITY Contract Administrator.
- 1.4 **County Contract Administrator** – the Broward County Administrator is the County Contract Administrator.

## ARTICLE 2

### SERVICES AND REVENUE

CITY shall begin to provide municipal services to the Riverland Area, as legally described in **Exhibit A**, on September 15, 2002. The transition of certain services shall be implemented in accordance with the provisions of **Exhibit B**. The COUNTY shall continue to receive all local government revenues generated in or applicable to the Riverland Area from the date of annexation until October 1, 2002, unless otherwise provided for in this Agreement. CITY agrees that all such revenues shall inure to COUNTY. If for any reason, COUNTY’s authority to collect and/or retain such revenues is invalidated by a court of competent jurisdiction, CITY shall pay COUNTY a sum equal to the amount COUNTY would have been entitled as expressed in this Agreement. If COUNTY is required to refund or pay over any such monies to CITY or any person(s), CITY shall pay to COUNTY an amount equal to such payment, including all paid or payable interest if any. Notwithstanding any other provision, the parties’ obligations under this Agreement shall not extend beyond December 31, 2007. If all obligations have not been completed by this date, COUNTY and CITY agree to negotiate in good faith for the completion of such outstanding obligations.

## ARTICLE 3

### GOVERNMENTAL IMMUNITY AND LIABILITY RISK

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party. CITY assumes the risk for any and all loss and liability which results from this Agreement, if any, which are not the fault of COUNTY. COUNTY urges CITY to insure against potential loss and liability through CITY’s insurance carrier as COUNTY does not assume or accept responsibility or liability for CITY by any means, whether insurable or otherwise, when such loss or liability is not the fault of COUNTY.



## ARTICLE 4

### TERMINATION

In the event of breach, this Agreement may be terminated by the aggrieved party, acting by and through its governing body, upon not less than ten (10) days written notice to the other party. Such written notice shall specifically identify the breach. This Agreement may also be terminated by either parties' Contract Administrator upon such notice as such Contract Administrator deems appropriate under the circumstances in the event such Contract Administrator determines that termination is necessary to protect the public health or safety. Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement.

## ARTICLE 5

### MISCELLANEOUS

#### 5.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents created in connection with this Agreement are and shall remain the property of the party that created same and CITY shall accept from COUNTY for lawful management, retention, destruction, and/or disclosure any such documents delivered to CITY by COUNTY.

#### 5.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY and COUNTY shall have the right to audit the books, records, and accounts that are related to this Agreement. CITY and COUNTY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

CITY and COUNTY shall preserve and make available, at reasonable times for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated, the books, records, and accounts shall be retained until completion of the audit; provided, that if audit findings have not been resolved, such books, records, and accounts shall be retained until resolution of the audit findings.

#### 5.3 NONDISCRIMINATION

CITY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CITY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA), including Titles I and II of ADA (regarding nondiscrimination on basis of disability), and all applicable regulations, guidelines, and standards. In addition, CITY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

CITY's decisions regarding delivery of services under this Agreement, if any, shall be made in accordance with all applicable Federal, State, and local laws or regulations

and City policies and regulations addressing factors which cannot be lawfully used as a basis for service delivery and shall not engage in or commit any discriminatory practice in violation of such laws, regulations, and policies in performing any services, if any, pursuant to this Agreement.

5.3 INDEPENDENT CONTRACTOR

No partnership, joint venture, or other joint relationship is created hereby. Neither COUNTY nor CITY extends to the other's agent(s) any authority of any kind to bind them in any respect whatsoever.

5.4 THIRD PARTY BENEFICIARIES

Neither CITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

5.5 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified.

The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Broward County Administrator  
Governmental Center, Room 409  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

FOR CITY:

City Manager  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

5.6 ASSIGNMENT

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered.

5.7 WAIVER OF BREACH

Neither COUNTY's nor CITY's failure to enforce any provision of this Agreement shall be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

5.8 COMPLIANCE WITH LAWS

Each party shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations with respect to its commitments, duties, responsibilities, and obligations pursuant to this Agreement.

5.9 SEVERANCE

In the event a court of law should find any part of this Agreement to be invalid or unenforceable, the remaining terms of the Agreement shall be considered unaffected and enforceable to the fullest extent of the law, provided the parties' original intent is not materially affected by exclusion of an unenforceable or invalid provision. The parties agree that any provision(s) held wholly or partly invalid or unenforceable will be deemed amended, and the court is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein.

5.10 JOINT PREPARATION

In interpreting this Agreement, no significance shall be given to the fact that one party may have authored the Agreement; rather, this Agreement shall be construed as a mutually acceptable document fully and fairly negotiated by the parties hereto.

5.11 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 5 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 5 shall prevail and be given effect.

5.12 CONSTRUCTION OF AGREEMENT

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties and same are hereby incorporated into and made a part of this Agreement. It is the intent of the parties that this Agreement shall be liberally construed and interpreted consistent with the "Whereas" clauses set forth herein so as to fully effectuate its purposes and intent.

5.13 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. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit and venue for litigation arising out of this Agreement

shall be in such state courts. 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 this Agreement.

5.14 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CITY.

5.15 PRIOR AGREEMENTS

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

5.16 REPRESENTATION OF AUTHORITY

The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are on the date of this Agreement duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal. Each party hereby represents that the execution, delivery, and performance of this Agreement constitutes their valid and binding obligation.

5.17 RECORDING

Either COUNTY or CITY may, at the sole expense of the party electing to do so, record this Agreement at in the Official Records pursuant to Section 28.222, Florida Statutes, any time after it is fully executed and acknowledged. The party electing to record this Agreement in the Official Records shall notify the other party of the OR Book and Page Number of the recorded Agreement.

5.18 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.

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 Chair or Vice Chair, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and CITY, signing by and through its Mayor and CITY Clerk, 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 \_\_\_\_\_  
Lori Nance Parrish, Chair

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

Approved as to form by  
EDWARD A. DION, County Attorney  
for Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

Insurance requirements  
approved by Broward County  
Risk Management Division

By \_\_\_\_\_  
By \_\_\_\_\_  
(Date)

Larry E. Lymas-Johnson (Date)  
Deputy County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND the CITY OF FORT LAUDERDALE  
RELATED TO ANNEXATION OF the RIVERLAND AREA

CITY

THE CITY OF  
FORT LAUDERDALE

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_  
Lucy Kisela, City Clerk

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

Approved as to form:

(SEAL)

By \_\_\_\_\_  
, City Attorney

ACKNOWLEDGMENT FOR CITY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2002 by \_\_\_\_\_ as Mayor of the City of Fort Lauderdale, a municipal Florida corporation, on behalf of the municipal corporation, who is personally known to me.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary Taking Acknowledgment)

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2002 by \_\_\_\_\_ as City Clerk of the City of Fort Lauderdale, a municipal Florida corporation, on behalf of the municipal corporation, who is personally known to me.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary Taking Acknowledgment)

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

ACKNOWLEDGMENT FOR COUNTY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_, Chair of the Broward County Board of County Commissioners, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My Commission Expires:

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
(Typed or printed name)

EXHIBIT A

LEGAL DESCRIPTION

The legal description of the Greater Riverland Road Area is as follows:

Portions of lands lying in Section 24 of Township 50 South, Range 41 East, and Sections 17, 18, 19 and 20 of Township 50 South, Range 42 East, Broward County, Florida, being more particularly described as follows:

BEGINNING at the Intersection of the Limited Access Right-of-way line of State Road 862 (I-595) Project Section Number 86095-2403 and the centerline of the Right-of-Way for the North New River Canal (260' R/W);

THENCE on the municipal limits of the Town of Davie as described in Ordinance Number 86-27 the following course:

Northerly on the said Limited Access Right-of-way line of State Road 862 (I-595) to the South right-of-way line of Riverland Road, said point being thirty five (35) feet South of the North boundary of said Section 19;

THENCE on the municipal limits of the City of Fort Lauderdale as described in Chapter 69-1057 Laws of Florida the following Ten (10) courses:

1) Easterly along the South right-of-way line of Riverland Road to the Southerly extension of the East right-of-way line of that portion of Southwest 35th Avenue lying in Section 18, Township 50 South, Range 42 East;

2) Northerly along said extension and said East right-of-way line to the South boundary of the North one-half (N 1/2) of the South one-half (S 1/2) of the Northeast one-quarter (NE 1/4) of Section 18, Township 50 South, Range 42 East;

3) Easterly along said South boundary to the East boundary of the West one-half (W 1/2) of the West one-half (W 1/2) of the Northeast one-quarter (NE 1/4) of Section 18, Township 50 South, Range 42 East;



4) Northerly along said East boundary to the South right-of-way line of Southwest 14th Street;

5) Easterly along said South right-of-way line to the Northwest corner of Block 13 of the plat of "CHULA VISTA 1st ADDITION" (Plat Book 23, Page 21, Broward County records);

6) Southerly along the West boundary of said Block 13 and along the West boundaries of Block 15 and Lots 3,5,6 and 7 in Block 19 of said "CHULA VISTA 1st ADDITION" to the Southwest corner of said Lot 7;

7) Westerly 25 feet to the West boundary of the canal lying in Blocks 19 and 18 of the plat of "CHULA VISTA 1st ADDITION REVISED" (Plat Book 30, Page 43, Broward County records);

8) Southerly along said West boundary and its extension to the South boundary of said plat;

9) Easterly along said South boundary and along the South boundary of the North one-half (N 1/2) of the South one-half (S 1/2) of Section 17, Township 50 South, Range 42 East to the West boundary of the East one-half (E 1/2) of the Southeast one-quarter (SE 1/4) of Section 17, Township 50 South, Range 42 East;

10) Southerly along said West boundary to the North Bank of South Fork of the New River Canal;

THENCE on the municipal limits of the City of Fort Lauderdale as described in Ordinance Number C-94-52 the following Two (2) courses:

1) Southerly and Westerly, along the said North Bank of the South Fork of the New River Canal, to the intersection with the Northerly extension of the East line of Tract 1, of the "REBECCA COHEN's SUBDIVISION OF A PART OF GOVERNMENT LOT 1, IN SECTION 20, TOWNSHIP 50 SOUTH, RANGE 42 EAST", according to the plat thereof, as recorded in Plat Book 14, page 21, of the Public Records of Broward County, Florida;

2) Southerly along said Northerly extension and East line of Tract 1 to the intersection with the South Bank of the South Fork of the

New River Canal;

THENCE on the municipal limits of the City of Dania Beach as described in Chapter 96-535 Laws of Florida the following course:

Westerly and Southwesterly along the South Bank of the South Fork of the New River Canal to a point of intersection with the West boundary of Government Lot One in said Section 20;

THENCE on the municipal limits of the City of Fort Lauderdale as described in Ordinance Number C-95-42 the following Three (3) courses:

1) Northerly along the Northerly projection of the East boundary line of "H.V. PLAT" according to the plat thereof, recorded in Plat Book 85, Page 27, of the Public Records of Broward County, Florida, to the intersection with the North Bank of the South Fork of the New River Canal;

2) Westerly and Southwesterly along said North Bank to the most Southerly corner of Lot 17, Block 3, "RIVERLAND MANORS", Plat Book 27, Page 49, of the Public Records of Broward County, Florida;

3) Southerly to the intersection of the South Bank of the North New River Canal with the West Bank of said South Fork of the New River Canal;

THENCE on the municipal limits of the Town of Davie as described in Chapter 84-420 Laws of Florida the following course:

Westerly along the South Bank of the North New River Canal to a point 976 feet Easterly from, as measured at right angles to, the West line of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of Section 19, Township 50 South, Range 42 East;

THENCE on the municipal limits of the Town of Davie as described in Chapter 86-360 Laws of Florida the following Two (2) courses:

1) Westerly along the South Bank of the North New River Canal to a point 750 feet East of, as measured at right angles to, the West line of the Southeast one-quarter (SE 1/4) of the

Northeast one-quarter (NE 1/4) of Section 19,  
Township 50 South, Range 42 East;

2) South along said parallel line to the South  
right-of-way line of the North New River Canal;

THENCE on the municipal limits of the City of  
Hacienda Village as described in Ordinance  
Number 83-112 the following course:

Westerly along the South right-of-way line of  
the North New River Canal to the West line of  
the East 17.50 feet of the West 750.00 feet of  
the Southeast one-quarter (SE 1/4) of the  
Northeast one-quarter (NE 1/4) of Section 19,  
Township 50 South, Range 42 East;

THENCE on the municipal limits of the Town of  
Davie as described in Ordinance Number 84-57  
the following course:

Westerly along the South right-of-way line of  
the North New River Canal to the West line of  
the East 432.50 feet of the West 732.50 feet of  
the Southeast one-quarter (SE 1/4) of the  
Northeast one-quarter (NE 1/4) of Section 19,  
Township 50 South, Range 42 East;

THENCE on the municipal limits of the Town of  
Davie as described in Chapter 84-420 Laws of  
Florida the following three (3) courses:

1) Westerly to the intersection of the South  
Bank of the North New River Canal with the West  
line of the Southeast one-quarter (SE 1/4) of  
the Northeast one-quarter (NE 1/4) of Section  
19, Township 50 South, Range 42 East;

2) Northerly along said West line of the  
Southeast one-quarter (SE 1/4) of the Northeast  
one-quarter (NE 1/4) of Section 19, Township 50  
South, Range 42 East, to the intersection with  
the centerline of the North New River Canal;

3) Westerly along said centerline of the North  
New River Canal to the intersection with the  
Limited Access Right-of-Way Line of State Road  
862 (I-595) Project Section Number 86095-2403,  
said point being the POINT OF BEGINNING.

## EXHIBIT B

### OBLIGATIONS OF CITY AND COUNTY

1. Transition of Certain Services to CITY - Except as otherwise provided in this Agreement, the transition of the following services shall be in accord with the provisions of this Exhibit B:
  - Building Code Services
  - Zoning Code Services
  - Planning, Zoning and Development Review
  - Engineering /Right-of-Way Management
  - Street Maintenance
  - Waterway Management and Maintenance
  - Community Development
  - Neighborhood Parks
  - School Guards
  - Law Enforcement
  - Fire Rescue
  - Street Lighting
  - Garbage and Trash Collection
  
2. Records – Except as otherwise provided in this Agreement, records for the Riverland Area, including but not limited to building, zoning, engineering permits, and fire inspection records will be transferred to the CITY commencing September 15, 2002, and proceed continuously thereafter, pursuant to a mutually agreeable schedule or until records in the annexation area are transferred to the City.
  
3. Building, Zoning, Planning and Development, and Engineering Services - Except as otherwise provided in this Agreement, any building, zoning, planning and development, or engineering permit application filed prior to September 15, 2002 shall be issued, inspected and finalized by COUNTY, as well as all applications for permits or variances filed after September 15, 2002 that are associated with a permit application or master permit filed or issued prior to September 15, 2002. Except as otherwise provided herein, any building, zoning, planning and development, or engineering application permit filed on or after September 15, 2002 shall be issued, inspected and finalized by CITY.

On September 15, 2002, COUNTY agrees to hold in abeyance all building, zoning or other code enforcement actions that have not been issued an order by the court, except for those code enforcement actions that are associated with a permit application or master permit filed or issued prior to September 15, 2002. If a code enforcement action has not been abated as provided herein, County shall continue with enforcement of the matter. County's records of all actions that are abated as provided herein shall be forwarded to the CITY for further enforcement action.

COUNTY shall be responsible for the review of all final site plan applications which have not received a development order from Broward County by September 15, 2002. The Future Unincorporated Land Use Element of the Broward County Comprehensive Plan shall remain in effect until CITY adopts an ordinance changing such land use designation by a majority of the full governing body of CITY. Upon annexation, CITY shall be responsible for implementation and administration of the Future Unincorporated Land Use Element of the Broward County Comprehensive

Plan and the County's Zoning Code within the annexed area until CITY adopts an ordinance changing such land use designation and such zoning code. Zoning designations under the Broward County Zoning Code shall remain in effect until CITY adopts an ordinance changing the Land Use and zoning designations.

4. Engineering and Right-of-Way Management – COUNTY and CITY agree that the jurisdiction and responsibility for public roads and title to the right-of-way for public roads within the area described in Exhibit "A" entitled "Legal Description", hereinafter referred to as "transferred roads", shall transfer from the COUNTY to the CITY effective September 15, 2002. CITY and COUNTY agree and acknowledge that all legal rights, title, interest, and responsibilities, including but not limited to, the planning, design, construction, improvement, and maintenance of the transferred roads are relinquished by COUNTY and accepted by CITY effective September 15, 2002, except as hereinafter provided.

Bonds held for outstanding Engineering permits will be maintained until successful completion of the one-year warranty maintenance period. COUNTY shall continue to monitor outstanding engineering permits for compliance through the warranty maintenance period until final acceptance by COUNTY. After acceptance, COUNTY shall notify CITY that COUNTY will close its files and it shall be the CITY's responsibility to ensure compliance.

COUNTY shall provide all permitting and inspection services within the right-of-way based on COUNTY standards for the infrastructure improvement projects as specifically identified in Section 15. CITY shall be notified of all right-of-way improvements associated with the infrastructure improvement projects as provided in Section 15. CITY may jointly inspect the infrastructure improvements at its own expense. CITY shall direct any related findings or issues to the COUNTY's Office of Environmental Services and not the COUNTY's contractor.

The portion of realigned Riverland Road, including the associated retention areas, from SR 7 to the connection with the previously existing Riverland Road, constructed by the Florida Department of Transportation (FDOT), is owned and maintained by FDOT. COUNTY claims no jurisdiction, ownership or responsibility, including maintenance, for this portion of realigned Riverland Road, including the associated retention areas. Any transfer of jurisdiction, ownership, responsibility or maintenance for this realigned road and the associated retention areas would require a separate mutual Agreement between the FDOT and CITY. Should it be subsequently determined by a legal action or pertinent document that Broward County has or had jurisdiction, ownership or responsibility, including maintaining of retention areas, it shall be the intention of this agreement to serve as the mutual agreement to simultaneously transfer such jurisdiction, ownership or responsibility, including maintenance from the COUNTY to CITY.

5. Street Maintenance – CITY hereby irrevocably accepts responsibility for maintenance of the transferred roads as described in Section 4, including but not limited to street lighting and irrigation. However, COUNTY shall complete the resurfacing of that portion of 27<sup>th</sup> Avenue south of Riverland Road. The rights-of-way in the Riverland Area shall be included within the traffic engineering agreement between the COUNTY and CITY with regard to traffic control devices.
6. Waterway Management and Maintenance – COUNTY shall provide CITY with listing of COUNTY owned ditches, swales, canals, and storm sewers prior to January 1,

2005. CITY agrees to accept conveyance and ownership of all ditches, swales, canals, and storm sewers owned by COUNTY which shall irrevocably and unconditionally become owned by CITY on the date COUNTY advises CITY of the existence of such ditch, swale, canal or storm sewers. All storm sewers and associated storm water outfalls serving roads that are transferred to CITY as part of the annexation shall be owned by CITY. Storm sewers and the associated outfalls that primarily serve roads that will remain COUNTY's responsibility shall remain the responsibility of COUNTY.

Upon September 15, 2002, the Lauderdale Isles Waterway Management District will continue to exist pursuant to the provisions of the Water Resources Act, Chapter 61-1969, Laws of Florida, Special Acts of 1961, as amended by Chapter 63-1168, Laws of Florida, Special Acts of 1963, as amended by Chapter 65-1337, Laws of Florida, Special Acts of 1965. All revenues collected on behalf of the Association on or after September 15, 2002 shall be remitted to the CITY to be held on behalf of the District.

CITY and COUNTY shall jointly submit a bill to the Florida Legislature amending Chapter 2001-322, Laws of Florida, to provide for the transfer of the administration of the Lauderdale Isles Waterway Management District to CITY.

7. Garbage Collection - COUNTY shall continue to provide waste collection and recycling services until December 31, 2002. COUNTY shall retain all garbage collection residential and commercial franchise fees and other applicable revenues payable for all periods through December 31, 2002. COUNTY will have collected the special assessments for these services, thus the transition of services shall be effective on January 1, 2003, to the extent provided by Florida Statute.
8. Community Development Block Grant and HOME Grant Programs - COUNTY shall complete capital projects that have been budgeted, unless COUNTY and CITY agree in writing to complete the budgeted projects in another method. Further, until such time that the U.S. Department of Housing & Urban Development (HUD) recognizes the population of the Riverland Area as part of the City of Fort Lauderdale and this recognition is reflected in CITY's annual CDBG and HOME entitlement distribution, COUNTY shall permit the CITY, or eligible organizations when supported by the CITY, to make application for and receive a pro rata allotment of CDBG and HOME funds, based on the population of the Riverland Area, which COUNTY is qualified to receive from the U.S. Department of Housing and Urban Development (HUD). The CITY shall advise the U.S. Census Bureau in writing prior to December 31, 2002, that the annexation is effective September 15, 2002 and request certification of the annexed area as part of the City of Fort Lauderdale be forwarded to HUD to facilitate the adjustment of the City's annual CDBG and HOME entitlement amounts. Once HUD adjusts the annual entitlement amounts, the terms of this paragraph shall become null and void.
9. Neighborhood Parks – Title to Riverland Woods Park and the COUNTY-owned personal property in such park shall be transferred to CITY on September 15, 2002, however, COUNTY will continue to administer the development of the Riverland Woods Park, including the following amenities: boat launch ramp with access road, path system, a playground, a drinking fountain, a picnic area, and landscaping. The development of amenities other than those listed above or CITY revisions to the current project scope or design, if any, will be at the expense of CITY. The land for the park must be used in perpetuity for public park purposes which restriction shall be included in the deeds or other instruments of conveyance as determined by COUNTY.

10. School Guards - COUNTY shall cease providing school guard services in the annexed area on September 15, 2002.
11. Law Enforcement – CITY hereby accepts responsibility for law enforcement upon September 15, 2002.

COUNTY agrees to encourage the Broward Sheriff's Office to cooperate in the sharing of criminal activity information with the Fort Lauderdale Police Department. It is recognized that over the years the Broward Sheriff's Office has accumulated a significant amount of intelligence and criminal information regarding this geographic area. It is in the best interest of the community that this information be shared with the Fort Lauderdale Police Department. In order to facilitate a seamless and uninterrupted transition of police services COUNTY and CITY desire that the following shall occur between the CITY and the Broward Sheriff's Office:

- 1) Sharing of information regarding known offenders
  - 2) Sharing of information regarding specific locations and suspects known for narcotics, prostitution and/or other repeat felonious activity
  - 3) Sharing of all open and unsolved felony criminal cases
  - 4) Sharing of intelligence and investigative information
  - 5) Sharing of recent crime trend reports
12. Fire Rescue – COUNTY shall cease providing fire rescue service in the annexed area on September 15, 2002. CITY hereby accepts responsibility for fire rescue service upon September 15, 2002.
  13. Allocation of Revenues - CITY shall coordinate the notification and filing for the necessary steps to ensure that all municipal and State revenue sources are transitioned to CITY on October 1, 2002. The COUNTY shall make provisions for per capita revenue sharing payments to the CITY on behalf of the Riverland Area until that point in time at which all State of Florida revenue sharing resources, based on population formulas, which recognize the population of the Riverland Area as part of the City of Fort Lauderdale and that recognition is reflected in CITY's annual share of State revenues.
  14. Street Lighting – City hereby accepts assignment of and shall be responsible for any contracts COUNTY has with the Florida Power and Light Company or other entity for the maintenance and operation of existing street lights and the installation of new street lights within the annexed area as of September 15, 2002. City agrees to provide written notification of its responsibility for street lighting to Florida Power and Light Company and/or any other entity entitled to notice of such assignment.
  15. Infrastructure Improvement Program - COUNTY shall administer the Riverland Area Neighborhood Improvement Project, hereinafter referred to as "RVNIP", defined as follows:
    - A. The RVNIP boundaries are: Southwest 31st Avenue, Southwest 35th Avenue, Riverland Road, and Southwest 14th Street. The RVNIP includes 230 acres, 3,175 residents, 905 homes, and 905 septic tanks. The planned improvements for the area include 11 miles of roadways, 5 miles of sidewalk, and 16 miles of pipeline and is split into 3 construction packages. Neighborhoods include Riverland Village and the Chula Vista Outfall Canal.

- 1) Chula Vista Outfall Canal
    - i. This project provided the installation of a seawall to armor the banks of the Chula Vista Canal to prevent erosion once additional storm water was routed from Riverland Village.
    - ii. Bid Package 1 - Construction is complete and final payment made.
  - 2) Riverland Village
    - i. This neighborhood is split into two construction packages which will provide upgrades to the sanitary sewer collection system, potable water distribution system, storm water drainage, roadway, sidewalk, and landscaping improvements in the swale areas.
    - ii. Bid Package 2 North - Lanzo Construction was awarded the project on February 6, 2001 and is proceeding on schedule.
    - iii. Bid Package 3 South - This project is currently scheduled to begin construction in 2003.
- B. COUNTY shall provide funding and administer projects within the Infrastructure Improvement Project boundaries until completion. Each project shall be complete upon the COUNTY's issuance of the Final Certificate of Payment.
- C. The projects are estimated to cost \$24.5 million (including improvements to CITY water system funded by the CITY per the existing interlocal agreement). This interlocal agreement does not impact the previous interlocal agreement regarding water improvements in the Riverland Area neighborhood.
- D. COUNTY and CITY agree to take whatever steps are necessary to ensure a coordinated capital improvements approach with planned COUNTY water and wastewater improvement projects. It is anticipated that the Broward County Office of Environmental Services (BCOES) will implement both the Utility and non-Utility funded projects simultaneously. BCOES shall submit design plans for each bid package to CITY staff at the thirty percent (30%), sixty percent (60%), and ninety percent (90%) review stages and shall allow CITY staff thirty (30) days from such submission of the design plans to offer suggestions. BCOES shall be the final authority concerning acceptance or rejection of any suggestions. No suggestions shall be accepted after designs are complete.
- E. To ensure the smooth implementation of infrastructure improvement projects, COUNTY shall be responsible for right-of-way permitting and inspections services and for permitting and inspection of utility connections on private property in accordance with COUNTY standards for the purposes of implementing the infrastructure projects listed in this Section 15. All permit fees or other fees relating to the infrastructure improvements projects will be paid to COUNTY.
- F. To ensure the smooth transition of infrastructure maintenance, upon completion of the Project, COUNTY shall provide record drawings, certified by the Engineer of record, to CITY. The COUNTY's goal is to complete all infrastructure improvement projects for the Riverland Area neighborhood on or about December 31, 2006.
- G. COUNTY will pay to CITY \$700,000 on October 1, 2002 and CITY shall spend



this amount on road restoration, road resurfacing, sidewalks and landscaping after the CITY installs sewers outside the Riverland Village Neighborhood Improvement Program (RVNIP) boundaries, but within the annexed area. CITY shall install sewers in the unsewered portions of the neighborhoods not included in the RVNIP and shall not charge property owners a connection fee or special assessment.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31

An act relating to Broward County; providing for extending the corporate limits of the cities of Fort Lauderdale and Dania Beach; providing for annexation of specified unincorporated land; providing for an election; providing for an effective date of annexation; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. The governing body of each of the cities of Fort Lauderdale and Dania Beach has affirmed its interest to serve as the governing body for a specified unincorporated area hereinafter known as the "Greater Riverland Road Area," as described in section 2, if the majority of the registered voters in the Greater Riverland Road Area vote for annexation into its corporate limits.

Section 2. The legal description of the Greater Riverland Road Area is as follows:

Portions of lands lying in Section 24 of Township 50 South, Range 41 East, and Sections 17,18, 19 and 20 of Township 50 South, Range 42 East, Broward County, Florida, being more particularly described as follows:

BEGINNING at the Intersection of the Limited Access Right-of-way line of State Road 862 (I-595) Project Section Number 86095-2403 and

1           the centerline of the Right-of-Way for the  
2           North New River Canal (260' R/W);  
3  
4           THENCE on the municipal limits of the Town of  
5           Davie as described in Ordinance Number 86-27  
6           the following course:  
7  
8           Northerly on the said Limited Access  
9           Right-of-way line of State Road 862 (I-595) to  
10           the South right-of-way line of Riverland Road,  
11           said point being thirty five (35) feet South of  
12           the North boundary of said Section 19;  
13  
14           THENCE on the municipal limits of the City of  
15           Fort Lauderdale as described in Chapter 69-1057  
16           Laws of Florida the following Ten (10) courses:  
17  
18           1) Easterly along the South right-of-way line  
19           of Riverland Road to the Southerly extension of  
20           the East right-of-way line of that portion of  
21           Southwest 35th Avenue lying in Section 18,  
22           Township 50 South, Range 42 East;  
23  
24           2) Northerly along said extension and said  
25           East right-of-way line to the South boundary of  
26           the North one-half (N 1/2) of the South  
27           one-half (S 1/2) of the Northeast one-quarter  
28           (NE 1/4) of Section 18, Township 50 South,  
29           Range 42 East;  
30  
31

- 1           3) Easterly along said South boundary to the  
2           East boundary of the West one-half (W 1/2) of  
3           the West one-half (W 1/2) of the Northeast  
4           one-quarter (NE 1/4) of Section 18, Township 50  
5           South, Range 42 East;  
6  
7           4) Northerly along said East boundary to the  
8           South right-of-way line of Southwest 14th  
9           Street;  
10  
11           5) Easterly along said South right-of-way line  
12           to the Northwest corner of Block 13 of the plat  
13           of "CHULA VISTA 1st ADDITION" (Plat Book 23,  
14           Page 21, Broward County records);  
15  
16           6) Southerly along the West boundary of said  
17           Block 13 and along the West boundaries of Block  
18           15 and Lots 3,5,6 and 7 in Block 19 of said  
19           "CHULA VISTA 1st ADDITION" to the Southwest  
20           corner of said Lot 7;  
21  
22           7) Westerly 25 feet to the West boundary of  
23           the canal lying in Blocks 19 and 18 of the plat  
24           of "CHULA VISTA 1st ADDITION REVISED" (Plat  
25           Book 30, Page 43, Broward County records);  
26  
27           8) Southerly along said West boundary and its  
28           extension to the South boundary of said plat;  
29  
30           9) Easterly along said South boundary and  
31           along the South boundary of the North one-half

1           (N 1/2) of the South one-half (S 1/2) of  
2           Section 17, Township 50 South, Range 42 East to  
3           the West boundary of the East one-half (E 1/2)  
4           of the Southeast one-quarter (SE 1/4) of  
5           Section 17, Township 50 South, Range 42 East;  
6  
7           10) Southerly along said West boundary to the  
8           North Bank of South Fork of the New River  
9           Canal;  
10  
11           THENCE on the municipal limits of the City of  
12           Fort Lauderdale as described in Ordinance  
13           Number C-94-52 the following Two (2) courses:  
14  
15           1) Southerly and Westerly, along the said  
16           North Bank of the South Fork of the New River  
17           Canal, to the intersection with the Northerly  
18           extension of the East line of Tract 1, of the  
19           "REBECCA COHEN's SUBDIVISION OF A PART OF  
20           GOVERNMENT LOT 1, IN SECTION 20, TOWNSHIP 50  
21           SOUTH, RANGE 42 EAST", according to the plat  
22           thereof, as recorded in Plat Book 14, page 21,  
23           of the Public Records of Broward County,  
24           Florida;  
25  
26           2) Southerly along said Northerly extension  
27           and East line of Tract 1 to the intersection  
28           with the South Bank of the South Fork of the  
29           New River Canal;  
30  
31

1        THENCE on the municipal limits of the City of  
2        Dania Beach as described in Chapter 96-535 Laws  
3        of Florida the following course:

4  
5        Westerly and Southwesterly along the South Bank  
6        of the South Fork of the New River Canal to a  
7        point of intersection with the West boundary of  
8        Government Lot One in said Section 20;

9  
10       THENCE on the municipal limits of the City of  
11       Fort Lauderdale as described in Ordinance  
12       Number C-95-42 the following Three (3) courses:

13  
14       1) Northerly along the Northerly projection of  
15       the East boundary line of "H.V. PLAT" according  
16       to the plat thereof, recorded in Plat Book 85,  
17       Page 27, of the Public Records of Broward  
18       County, Florida, to the intersection with the  
19       North Bank of the South Fork of the New River  
20       Canal;

21  
22       2) Westerly and Southwesterly along said North  
23       Bank to the most Southerly corner of Lot 17,  
24       Block 3, "RIVERLAND MANORS", Plat Book 27, Page  
25       49, of the Public Records of Broward County,  
26       Florida;

27  
28       3) Southerly to the intersection of the South  
29       Bank of the North New River Canal with the West  
30       Bank of said South Fork of the New River Canal;

31

1        THENCE on the municipal limits of the Town of  
2        Davie as described in Chapter 84-420 Laws of  
3        Florida the following course:

4  
5        Westerly along the South Bank of the North New  
6        River Canal to a point 976 feet Easterly from,  
7        as measured at right angles to, the West line  
8        of the Southeast one-quarter (SE 1/4) of the  
9        Northeast one-quarter (NE 1/4) of Section 19,  
10       Township 50 South, Range 42 East;

11  
12       THENCE on the municipal limits of the Town of  
13       Davie as described in Chapter 86-360 Laws of  
14       Florida the following Two(2) courses:

15  
16       1) Westerly along the South Bank of the North  
17       New River Canal to a point 750 feet East of, as  
18       measured at right angles to, the West line of  
19       the Southeast one-quarter (SE 1/4) of the  
20       Northeast one-quarter (NE 1/4) of Section 19,  
21       Township 50 South, Range 42 East;

22  
23       2) South along said parallel line to the South  
24       right-of-way line of the North New River Canal;

25  
26       THENCE on the municipal limits of the City of  
27       Hacienda Village as described in Ordinance  
28       Number 83-112 the following course:

29  
30       Westerly along the South right-of-way line of  
31       the North New River Canal to the West line of

1       the East 17.50 feet of the West 750.00 feet of  
2       the Southeast one-quarter (SE 1/4) of the  
3       Northeast one-quarter (NE 1/4) of Section 19,  
4       Township 50 South, Range 42 East;

5  
6       THENCE on the municipal limits of the Town of  
7       Davie as described in Ordinance Number 84-57  
8       the following course:

9  
10       Westerly along the South right-of-way line of  
11       the North New River Canal to the West line of  
12       the East 432.50 feet of the West 732.50 feet of  
13       the Southeast one-quarter (SE 1/4) of the  
14       Northeast one-quarter (NE 1/4) of Section 19,  
15       Township 50 South, Range 42 East;

16  
17       THENCE on the municipal limits of the Town of  
18       Davie as described in Chapter 84-420 Laws of  
19       Florida the following three (3) courses:

20  
21       1) Westerly to the intersection of the South  
22       Bank of the North New River Canal with the West  
23       line of the Southeast one-quarter (SE 1/4) of  
24       the Northeast one-quarter (NE 1/4) of Section  
25       19, Township 50 South, Range 42 East;

26  
27       2) Northerly along said West line of the  
28       Southeast one-quarter (SE 1/4) of the Northeast  
29       one-quarter (NE 1/4) of Section 19, Township 50  
30       South, Range 42 East, to the intersection with  
31       the centerline of the North New River Canal;



1  
2           3) Westerly along said centerline of the North  
3           New River Canal to the intersection with the  
4           Limited Access Right-of-Way Line of State Road  
5           862 (I-595) Project Section Number 86095-2403,  
6           said point being the POINT OF BEGINNING.  
7

8           Section 3. No later than June 19, 2001, the governing  
9           body for each municipality that affirmed its interest pursuant  
10          to section 1 shall, after having considered the effects of  
11          annexation on the residents of the specified unincorporated  
12          land and the municipality, inform the Broward County  
13          Legislative Delegation and the Broward County Board of County  
14          Commissioners that it desires to appear on the ballot as  
15          provided for in this act.

16          Section 4. The Broward County Board of County  
17          Commissioners shall schedule an election on March 12, 2002, in  
18          accordance with the provisions of law relating to elections  
19          currently in force in Broward County. The subject of said  
20          election shall be the annexation of the Greater Riverland Road  
21          Area as described in section 2 of this act. Only registered  
22          voters residing in the Greater Riverland Road Area as  
23          described in this act may vote in said election. On the ballot  
24          provided for in this section shall appear the name of each  
25          municipality that has chosen to be considered for annexation  
26          as evidenced by resolution as provided for in section 3. The  
27          voters residing in the Greater Riverland Road Area shall, by  
28          majority vote of the voters participating in the election,  
29          choose one municipality for annexation among those appearing  
30          on the ballot pursuant to sections 1 and 3. A mail ballot  
31          shall not be used for any election provided for in this act.

1           Section 5. The Greater Riverland Road Area shall be  
2 deemed a part of the municipality receiving a majority of the  
3 votes effective September 15, 2002, pursuant to section  
4 171.062, Florida Statutes, except as provided in this act.

5           Section 6. All public roads and the public  
6 rights-of-way associated therewith, lying within the limits of  
7 the lands subject to annexation herein, as described in  
8 section 2, are transferred from Broward County jurisdiction to  
9 the jurisdiction of the annexing municipality, effective  
10 September 15, 2003.

11           Section 7. Upon annexation into a municipality, the  
12 following shall govern the areas described in Section 2: for  
13 any use, building, or structure that is legally in existence  
14 at the time the Riverland area becomes a part of the  
15 municipality, such use shall not be made a prohibited use by  
16 the municipality, on the property of said use, for as long as  
17 the use shall continue and is not voluntarily abandoned.

18           Section 8. Subsequent to the effective date of this  
19 act, no change in land use designation or zoning shall be  
20 effective within the limits of the lands subject to annexation  
21 herein until the Riverland Area has been annexed into the  
22 municipality, nor shall annexation by any municipality occur  
23 during the period between the effective date of this act and  
24 the effective date of the annexation.

25           Section 9. This act shall take precedence over any  
26 other enacted law.

27           Section 10. This act shall take effect upon becoming a  
28 law.

29  
30  
31

AGREEMENT

Between

BROWARD COUNTY

and

CITY OF FORT LAUDERDALE

to

IMPLEMENT ANNEXATION OF

THE ROCK ISLAND AREA

INTO THE CITY

AGREEMENT

between

BROWARD COUNTY

And

CITY OF FORT LAUDERDALE

To

IMPLEMENT ANNEXATION OF THE ROCK ISLAND AREA INTO THE CITY

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

AND

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

WHEREAS, in order to establish the background, context, and frame of reference for this Agreement and to provide a general background regarding the objectives and intentions of COUNTY and CITY, the following statements, representations, and explanations are predicates for the undertakings and commitments included within the provisions which follow and shall be construed as essential elements of the mutual considerations upon which this Agreement is based; and

WHEREAS, it is the purpose and intent of this Agreement for COUNTY and CITY to provide for a means by which each governmental entity may exercise cooperatively its respective powers and privileges in order to further a common goal; and

WHEREAS, this Agreement is an interlocal agreement entered into pursuant to Section 163.01, Florida Statutes, and the Florida Intergovernmental Cooperation Act of 1969, as amended. Prior to the effectiveness of any provisions of this Agreement and any amendments hereto, this Agreement including any amendments shall be filed as provided by Section 163.01(11); and

WHEREAS, the purpose and intent of this Agreement is to transition and ultimately transfer and remove from COUNTY to CITY the obligation to perform traditional municipal services except as otherwise provided herein; and

WHEREAS, the State of Florida enacted HB 1487, which provides for the annexation of certain portions of the unincorporated area in Broward County known as the Rock Island Area into the municipal boundaries of the CITY, more particularly described in Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, CITY shall be entitled to receive and collect all revenues for municipal services provided by CITY to the Rock Island Area and/or as a result of said lands becoming annexed into CITY unless otherwise provided for in this Agreement; and COUNTY shall convey to CITY any such funds received or collected by COUNTY; and

WHEREAS, COUNTY acknowledges that the need for conveyances and dedication of certain property, including but not limited to property for streets, rights-of-way and easements, parks and open

space, utility facilities and improvements, to CITY as contemplated in this Agreement are directly related to and generated by the annexation of the lands described herein and that no compensation is required to be paid by CITY; and

WHEREAS, it is mutually beneficial to CITY and COUNTY to ensure a smooth transition of the Rock Island Area from the COUNTY to the CITY; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree to perform the following acts and to be bound by the following statements:

ARTICLE 1  
DEFINITIONS AND IDENTIFICATIONS

- 1.1 Agreement – means this document, Articles 1 through 8 inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 Board – The Broward County Board of County Commissioners.
- 1.3 City Contract Administrator – The City of Fort Lauderdale City Manager is the City Contract Administrator. The primary responsibilities of the City Contract Administrator are to coordinate and communicate with COUNTY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein.
- 1.4 County Contract Administrator – The Broward County Administrator is the County Contract Administrator. The primary responsibilities of the County Contract Administrator are to coordinate and communicate with CITY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein.

ARTICLE 2  
SCOPE OF SERVICES

CITY shall perform all work, tasks, functions, and services identified to be performed by CITY in this Agreement and in Exhibit "A" and COUNTY shall perform all work, tasks, functions, and services identified to be performed by COUNTY in this Agreement and in Exhibit "A." The parties agree that the Scope of Services is a description of their obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, work, tasks, functions, and services which are such an inseparable part of the matter described that exclusion would render performance by the party so obligated impractical, illogical, or unconscionable. Upon the effective date of the annexation, CITY shall extend its general governmental services to the areas annexed at the same level as then exists within CITY except as otherwise provided in this Agreement.

ARTICLE 3  
EFFECTIVENESS; TERM AND TIME OF PERFORMANCE

- 3.1 This Agreement shall become effective only upon being executed by all of the parties and annexation of the unincorporated areas described in Exhibit "B" into CITY. If this Agreement becomes effective, the term shall begin on the date the annexation is effective and shall end after all duties, obligations, and responsibilities set forth in this Agreement are fulfilled or met; provided, however, that in no event shall this Agreement extend beyond September 30, 2015. COUNTY'S obligations under this Agreement shall terminate upon the expiration of this Agreement; however COUNTY and CITY shall negotiate in good faith to extend this Agreement if COUNTY'S and/or CITY'S obligations as required herein have not been completed or met by September 30, 2015.

- 3.2 Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 4  
CHANGE IN SCOPE OF SERVICES

Any change to the Scope of Services must be accomplished by a written amendment, executed by CITY and COUNTY in accordance with Section 8.15 below.

ARTICLE 5  
GOVERNMENTAL IMMUNITY

CITY is a state agency or municipality as defined in Chapter 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by CITY to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by CITY to be sued by third parties in any matter arising out of this Agreement or any other contract. Likewise, COUNTY is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by COUNTY to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by COUNTY to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 6  
INSURANCE

CITY is a state agency or municipality as defined by Section 768.28, Florida Statutes, and CITY shall provide written verification of liability protection to the County Contract Administrator prior to final execution of this Agreement, failing which CITY assumes the risk for any and all loss and liability resulting from this Agreement that is judicially imposed upon CITY. COUNTY is a state agency or political subdivision as defined by Section 768.28, Florida Statutes, and COUNTY shall provide written verification of liability protection to the City Contract Administrator prior to final execution of said agreement, failing which COUNTY assumes the risk for any and all loss and liability resulting from this Agreement that is judicially imposed upon COUNTY.

ARTICLE 7  
TERMINATION

- 7.1 If the annexation is not completed for any reason, this Agreement shall be null and void and of no force and effect whatsoever.
- 7.2 If the annexation is completed, this Agreement may be terminated for cause by vote of the Board or by vote of CITY'S governing body if, after written notice from the contract administrator of the aggrieved party, the party in breach has not corrected the breach within thirty (30) days of receiving such notice; provided, however, that if the nature of the breach is such that it cannot be corrected within thirty (30) days, the party in breach has failed to commence action to correct the breach within thirty (30) days of receiving such notice and thereafter diligently pursues action to promptly correct the breach. Any written notice given pursuant to this Article shall specifically identify the breach and shall be provided in accordance with the "NOTICES" section of this Agreement.

ARTICLE 8  
MISCELLANEOUS

8.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents created in connection with this Agreement are and shall remain the property of the party that created same and will be made available to the other party for inspection or use at no cost.

8.2 AUDIT AND RETENTION OF RECORDS

Each party shall have the right to audit the books, records, and accounts of the other party that are related to this Agreement. CITY and COUNTY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. CITY and COUNTY shall preserve and, upon request, make available, at reasonable times for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after the document or record came into existence. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

8.3 UNLAWFUL DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES

Neither CITY nor COUNTY shall unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CITY and COUNTY shall comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement including, without limitation, Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

CITY'S and COUNTY'S decisions regarding the delivery of services under this Agreement shall be made without unlawful regard to or unlawful consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), national origin, marital status, physical or mental disability, political affiliation, and without regard to or consideration of any other factor which cannot be lawfully used as a basis for service delivery.

CITY and COUNTY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

8.4 INDEPENDENT CONTRACTOR

CITY and COUNTY are independent contractors under this Agreement. Services provided by CITY pursuant to this Agreement shall be subject to the supervision of CITY and services provided by COUNTY pursuant to this Agreement shall be subject to the supervision of COUNTY. In providing such services, the CITY, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of COUNTY and the COUNTY, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of CITY. This Agreement shall not constitute or make the parties a partnership or joint venture.

8.5 THIRD PARTY BENEFICIARIES

Neither CITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. The parties expressly acknowledge that it is not their intent to create any rights in or obligations to any third person or entity by this Agreement; therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

8.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

County Administrator  
Government Center, Suite 409  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

FOR CITY:

City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

8.7 ASSIGNMENT

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party without the written consent of the contract administrator of the other party.

8.8 WAIVER OF BREACH

Neither COUNTY'S nor CITY'S failure to enforce any provision of this Agreement shall be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.9 COMPLIANCE WITH LAWS

CITY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. Likewise, COUNTY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.



8.10 SEVERANCE

In the event that this Agreement or a material provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions shall continue to be effective unless a party adversely affected thereby, upon notice to the other party, elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding of invalidity, illegality or unenforceability by the court becomes final.

8.11 JOINT PREPARATION AND INTERPRETATION

The parties acknowledge that they have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and 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 any other.

8.12 CONSTRUCTION OF AGREEMENT; COOPERATION

It is the intent of the parties that this Agreement shall be liberally construed and interpreted consistent with the "Whereas" clauses set forth herein so as to fully effectuate its purposes and intent. The parties agree that they will cooperate, act in good faith, and make best efforts to accomplish any and all of the terms, conditions, and provisions of this Agreement, and shall take all appropriate and necessary actions and execute such additional documents as are necessary to effectuate this Agreement.

8.13 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 this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 of this Agreement shall prevail and be given effect.

8.14 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction and venue for litigation concerning this Agreement shall be exclusively in the state court of the Seventeenth Judicial Circuit in and for Broward County, Florida.

8.15 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and the governing body of CITY.

8.16 MERGER OF PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8.17 REMEDIES

In the event of breach or default of any term, condition, covenant, or obligation of this Agreement by either party, the other party may exercise any right available to it at law or equity, including without limitation an action for specific performance and all such remedies shall be cumulative.

8.18 INCORPORATIONS

The parties confirm and acknowledge the truth and accuracy of the "Whereas" clauses contained in this Agreement and same are hereby incorporated into and made a part of this Agreement. The attached Exhibits "A" and "B" are also incorporated into and made a part of this Agreement.

8.19 RECORDATION OF AGREEMENT

The parties shall work together to ensure that all necessary filings and recordation are timely and properly made with all state and federal offices and agencies that require knowledge of the boundary changes. This Agreement may be recorded in the Official Records of Broward County, Florida, if either party so desires.

8.20 RIGHT OF CITY TO INSPECT

Prior to the initiation and in the course of completing each improvement to be made pursuant to this agreement, COUNTY shall provide notice to CITY and CITY shall have the right to jointly inspect such improvement. CITY'S inspection shall be at CITY'S own expense.

8.21 CITY'S LAWS

Nothing contained in this Agreement shall constitute a waiver of CITY'S legislative, governmental, or police powers nor shall this Agreement prohibit or restrict CITY in promoting and protecting the health, safety, and welfare of CITY and its inhabitants.

8.22 MULTIPLE ORIGINALS

This Agreement may be fully executed in four (4) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its Board of County Commissioners, signing by and through its Mayor or Vice Mayor, authorized to execute same on the \_\_\_\_ day of \_\_\_\_\_, 2005 and CITY, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its  
Board of County Commissioners

\_\_\_\_\_  
County Administrator and Ex-Officio  
Clerk of the Board of County  
Commissioners of Broward County,  
Florida

By \_\_\_\_\_  
Chair  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Approved as to form  
EDWARD A. DION, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301  
Telephone: 954-357-7600  
Telecopier: 954-357-7641

By \_\_\_\_\_  
Larry E. Lymas-Johnson  
Deputy County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE TO IMPLEMENT ANNEXATION OF THE ROCK ISLAND AREA INTO THE CITY

CITY

ATTEST:

CITY OF FORT LAUDERDALE

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
\_\_\_\_\_, Mayor

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
\_\_\_\_\_, City Manager

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

Approved as to Form:

By \_\_\_\_\_  
\_\_\_\_\_  
City Attorney

ACKNOWLEDGEMENT FOR CITY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2005 by \_\_\_\_\_ as Mayor of the City of Fort Lauderdale, a Florida municipal corporation, on behalf of the municipal corporation, who is personally known to me.

My Commission Expires:

\_\_\_\_\_  
(Signature of Notary taking acknowledgement)  
NOTARY PUBLIC, STATE OF FLORIDA

Commission Number:

\_\_\_\_\_  
(Name of Acknowledger typed, printed or stamped)

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE TO IMPLEMENT ANNEXATION OF THE ROCK ISLAND AREA INTO THE CITY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2005 by \_\_\_\_\_ as City Manager of the City of \_\_\_\_\_, a Florida municipal corporation, on behalf of the municipal corporation, who is personally known to me.

My Commission Expires:

\_\_\_\_\_  
(Signature of Notary taking acknowledgement)  
NOTARY PUBLIC, STATE OF FLORIDA

Commission Number:

\_\_\_\_\_  
(Name of Acknowledger typed, printed or stamped)

ACKNOWLEDGEMENT FOR COUNTY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2005 by \_\_\_\_\_ as Mayor of the Broward County Board of County Commissioners, a political subdivision of the State of Florida, on behalf of Broward County, who is personally known to me.

My Commission Expires:

\_\_\_\_\_  
(Signature of Notary taking acknowledgement)  
NOTARY PUBLIC, STATE OF FLORIDA

Commission Number:

\_\_\_\_\_  
(Name of Acknowledger typed, printed or stamped)

## EXHIBIT A

### OBLIGATIONS OF CITY AND COUNTY

1. Types of Services Transitioned to CITY - Except as otherwise provided in this Agreement, CITY shall be responsible for the following services as of October 1, 2005:
  - Fire Rescue
  - Building Code Services
  - Zoning Code Services
  - School Guards
  - Street Lighting
  - Planning, Zoning and Development Review
  - Waterway Management and Maintenance
  - Community Development
  - Maintenance of roads and road rights-of-way
  
2. Building Code Services - All building permits submitted prior to the annexation date shall be issued, inspected and finalized by COUNTY, including expired building permits, which are renewed. Any permit submitted after the effective date of the annexation shall be issued, inspected, and finalized by CITY. COUNTY shall continue to monitor and enforce all outstanding building code violations including issuance of building permits, and inspections required to rectify outstanding violations. COUNTY shall provide all permitting and inspection services based on COUNTY'S building and zoning codes for the utility work on private property associated with the infrastructure improvement projects as specifically identified in Section 16 of this Exhibit "A."
  
3. Zoning Code Services - COUNTY shall continue to monitor and enforce all outstanding zoning violations including issuance of building and zoning permits, other regulatory approvals, such as variances, and inspections required to rectify outstanding violations. In addition, all outstanding zoning permits, including renewal of expired permits and certificate of use applications shall be inspected and finalized by COUNTY. Zoning designations under the Broward County Zoning Code shall remain in effect until CITY adopts an ordinance changing the zoning designations. Upon annexation, CITY shall be responsible for enforcement of all other provisions of the CITY'S Code of Ordinances within the annexed area.
  
5. Neighborhood Parks - COUNTY shall transfer and CITY shall accept title and assets for N/A Park(s). The assets associated with the parks are listed on Exhibit "C." The land for the parks must be used in perpetuity for public park and recreation purposes; which restriction shall be included in the deeds or other instruments of conveyance as determined by COUNTY. COUNTY shall stop collecting neighborhood park impact fees in the annexed area as of the effective date of the annexation.
  
6. School Guards - COUNTY shall cease providing school guard services in the annexed area on October 1, 2005.
  
7. Engineering and Right-of-Way Management - COUNTY and CITY agree that the jurisdiction and responsibility for public roads and title to the right of way for public roads within the area described in Exhibit "B," hereinafter referred to as "Transferred Roads", shall transfer from COUNTY to CITY effective September 15, 200, except Northwest 31<sup>st</sup> Avenue and Northwest 21<sup>st</sup> Avenue within the annexation area. This transfer shall remain effective so long as the area remains within the municipal jurisdiction of the CITY. CITY and COUNTY agree and acknowledge that all legal rights, title, interests and responsibilities and obligations including, but not limited to, the ownership, operation, planning, design, construction, improvement, and maintenance of Transferred Roads, and any agreements regarding the right of way are relinquished and transferred by COUNTY and

accepted by CITY effective September 15, 2005, except as hereinafter provided. Upon annexation becoming effective, COUNTY shall record this Agreement and a Right of Way map, consisting of the Broward County Engineering Division's Section Maps depicting the deed and plat dedications for the Road in the public records of Broward County, Florida. Transfer of title to the Road from COUNTY to MUNICIPALITY shall become effective upon such recordation pursuant to Section 337.29 (3), Florida Statutes.

All outstanding engineering permits shall be inspected and finalized by COUNTY. Bonds held for outstanding Engineering permits will be maintained until successful completion of the one-year warranty maintenance period. Any permit submitted after the effective date of the annexation shall be issued, inspected, and finalized by CITY.

COUNTY shall provide all permitting and inspection services within the right-of-way based on COUNTY standards for the infrastructure improvement projects as specifically identified in Section 16 of this Exhibit "A." CITY shall be notified of all right-of-way improvements associated with the infrastructure improvement projects as provided in Section 16 of this Exhibit "A." CITY may jointly inspect the infrastructure improvements at its own expense. CITY shall direct any related findings or issues to the County Office of Environmental Services and not the COUNTY contractor.

8. Street Maintenance - CITY hereby irrevocably accepts responsibility for maintenance of the Transferred Roads; however, COUNTY shall complete any street maintenance projects in process as of the effective date of the annexation.
9. Street Lighting - CITY hereby accepts assignment of and shall be responsible for any contracts with Florida Power and Light or other entity for the maintenance of existing streetlights and the installation of new lights within the annexed area as of October 1, 2004. CITY agrees to provide written notification of its responsibility for street lighting to Florida Power and Light Company and/or any other entity entitled to notice of such assignment.
10. Planning and Development Review - CITY shall be responsible for the review of all final plats within the annexed area which have not been approved by the Broward County Board of County Commissioners by September 15, 2005. All plats approved by the Broward County Board of County Commissioners prior to the effective date of the annexation shall be entitled to be recorded as if such a plat was still located within the unincorporated area. CITY shall be responsible for neighborhood planning as of the effective date of annexation. CITY shall be responsible for the review of all final site plan applications which have not received a development order from Broward County by September 15, 2005. The Future Unincorporated Land Use Element of the Broward County Comprehensive Plan shall remain in effect until CITY adopts an ordinance changing such land use designation by a majority of the full governing body of CITY. Upon annexation, CITY shall be responsible for implementation and administration of the Future Unincorporated Land Use Element of the Broward County Comprehensive Plan within the annexed area.
11. Waterway Management and Maintenance - CITY agrees to accept conveyance and ownership of all water bodies currently owned by the COUNTY, which shall irrevocably and unconditionally become owned and maintained by CITY on September 15, 2005, which transfer shall hereafter remain effective so long as the area remains within the municipal jurisdiction of the CITY. All storm sewers and associated stormwater outfalls serving roads that are transferred to CITY as part of the annexation shall be owned and maintained by the CITY. Storm sewers and the associated outfalls that primarily serve roads that will remain COUNTY'S responsibility shall remain the responsibility of COUNTY.
12. Community Development Block Grant, HOME and SHIP Grant Programs - COUNTY shall complete capital projects that have been budgeted, unless COUNTY and CITY agree in writing to complete the budgeted projects in another method. Further, until such time that the U.S.

Department of Housing & Urban Development (HUD) recognizes the population of the Rock Island Area as part of CITY and this recognition is reflected in CITY'S annual CDBG/HOME/SHIP entitlement distribution, the COUNTY shall permit the CITY, or eligible organizations when supported by the CITY, to make application for and receive a pro rata allotment of CDBG/HOME/SHIP funds, based on the population of the Rock Island Area, which COUNTY is qualified to receive from the U.S. Department of Housing and Urban Development (HUD). The CITY shall advise the U.S. Department of Housing and Urban Development (HUD) in writing prior to December 31, 2005, that the annexation is effective September 15, 2005, and request that HUD proceed with adjusting the annual entitlement amounts. Once HUD adjusts the annual entitlement amounts, the terms of this paragraph shall become null and void.

13. Transfer of Property - COUNTY shall transfer by deed or title COUNTY assets listed on Exhibit "C" no later than September 15, 2005.
14. Allocation of Revenues – CITY shall initiate and coordinate with the COUNTY the notification and filing process to ensure that all Municipal, County and State revenue sources are transitioned to CITY on October 1, 2005. The COUNTY shall make provisions for per capita revenue sharing payments to the CITY on behalf of the annexed area until that point in time at which all State of Florida, County and Municipal revenue sharing resources based on population formulas recognize the population of the annexed area as part of CITY and that recognition is reflected in CITY'S annual share of State revenues.
  - Electric Utility Taxes
  - Communication Services Taxes
  - Electric Franchise Fees
  - State Revenue Sharing
  - Gas Taxes
  - Sales Tax
15. Garbage Collection - COUNTY shall continue to provide all waste collection and recycling services until December 31, 2004. COUNTY shall retain all garbage collection residential and commercial franchise fees and other applicable revenues payable for all periods through December 31, 2004. COUNTY will have collected the special assessments for these services, thus the transition of services shall be effective on January 1, 2005 to the extent provided by Florida Statute.
16. Infrastructure Improvement Program. COUNTY shall administer the Rock Island portion of the North Central County Neighborhood Improvement Project, hereinafter referred to as "NCCNIP", defined as follows:
  - A. The NCCNIP boundaries that include Rock Island are: Northwest 28<sup>th</sup> Street, Interstate 95, Northwest 19<sup>th</sup> Street and Northwest 31<sup>st</sup> Avenue. The Rock Island portion of the NCCNIP totals 399 acres and includes approximately 3,000 residents and 1,000 homes. The work planned for this neighborhood includes upgraded sanitary sewer collection system, potable water distribution system, storm water drainage, roadways, sidewalks, landscaping improvements and related work. The Rock Island portion of the NCCNIP is divided into two construction packages:
    1. Bid Package 3 West (210 acres). This project is scheduled to begin construction in the third quarter of 2005 and be completed in the fourth quarter of 2006.
    2. Bid Package 5 East (189 acres). This project is currently scheduled to begin construction in the first quarter of 2007 and be completed in the second quarter of 2008.



- B. COUNTY shall provide funding and administer projects within the Infrastructure Improvement Project boundaries until completion. Each project shall be complete upon the COUNTY'S issuance of the Final Certificate of Payment.
  - C. The projects are estimated to cost \$10 Million (including improvements to CITY water system funded by the CITY per the existing interlocal agreement). This interlocal agreement does not impact the previous interlocal agreement regarding water improvements in the Rock Island Area neighborhood.
  - D. COUNTY and CITY agree to take whatever steps are necessary to ensure a coordinated capital improvements approach with planned COUNTY water and wastewater improvement projects. It is anticipated that the Broward County Office of Environmental Services (BCOES) will implement both the utility and non-utility funded projects simultaneously. BCOES shall submit design plans for each bid package to CITY staff at the thirty percent (30%), sixty percent (60%) and ninety percent (90%) review stages and shall allow CITY staff thirty (30) days from such submission of the design plans to offer suggestions. BCOES shall be the final authority concerning acceptance or rejection of any suggestions. No suggestions shall be accepted after designs are complete.
  - E. To ensure the smooth implementation of infrastructure improvement projects, COUNTY shall be responsible for right-of-way permitting and inspections services and for permitting and inspection of utility connections on private property in accordance with COUNTY standards for the purposes of implementing the infrastructure projects listed in this Section 16. All permit fees or other fees relating to the infrastructure improvements projects will be paid to COUNTY.
  - F. To ensure the smooth transition of infrastructure maintenance, upon completion of the Project, COUNTY shall provide record drawings, certified by the Engineer of record, to CITY. The COUNTY'S goal is to complete all infrastructure improvement projects for the Rock Island neighborhood on or about July 1, 2008.
17. Transfer of Records: All records will be transferred to the City commencing September 15, 2005 and proceed continuously until all records in the annexation area are transferred to the CITY based on a mutually agreed upon schedule.
  18. Employee Displacement: The COUNTY displaced employees will be given preference if they meet all requirements in a satisfactory manner. COUNTY employees displaced by annexation may be hired, at the CITY'S discretion, subject to meeting all requirements and conditions set forth by the CITY.
  19. Police Services: The CITY will assume the responsibility for providing Police services.

EXHIBIT B

Legal Description Of The Unincorporated Area In Broward County Known as the Rock Island Area, Which Is To Be Incorporated Into The Municipal Boundaries Of The CITY:

Legal Description

See HB 1487

EXHIBIT C

List And Description Of All Assets, Real And Personal That Will Transfer From The COUNTY To The CITY:

(Not Applicable)

MEMORANDUM NO. 04-794

DATE: May 12, 2009

TO: Mayor Jim Naugle  
Vice-Mayor Dean J. Trantalis  
Commissioner Christine Teel  
Commissioner Carlton B. Moore  
Commissioner Cindi Hutchinson  
Harry A. Stewart, City Attorney  
Jonda Joseph, City Clerk

FROM: Alan A. Silva, Acting City Manager

VIA: Bud Bentley, Assistant City Manager  
Cecelia H. Hollar, AICP, Construction Services Director  
Bruce D. Chatterton, AICP, Planning and Zoning Services Manager

BY: Construction Services Bureau  
Project Planner: Anthony M. Longo, Planner III

SUBJECT: June 2, 2004 Regular Agenda – A Resolution Expressing the City of Fort Lauderdale’s interest to Serve as the Governing Body for the “Rock Island Area” as described in House Bill 1487.

By July 1, 2004, the City must officially pass a resolution (**Exhibit 1**) to notify the Broward County Legislative Delegation that the City of Fort Lauderdale wishes to appear on the ballot for the residents of the Rock Island Area to vote for which city they wish to be annexed into (See Map, **Exhibit 2**).

The Rock Island Area Annexation Bill (**Exhibit 3**) was submitted to the State Legislature and passed during their 2004 Session. The City of Fort Lauderdale is listed in the bill as the sole municipality that has duly enacted resolutions stating its intent to serve as the governing body for the Rock Island Area.

Per the bill, the Board of County Commissioners of Broward County shall schedule an election on November 2, 2004 in accordance with the provisions of the law relating to elections, currently in force in Broward County.

- Upon a majority of the registered voters residing in Rock Island and participating in the election, voters shall select to join the City of Fort Lauderdale on September 15, 2005 or, September 15, 2006.

In accordance with the City Commission’s policy of revenue-neutral annexations, staff has prepared an updated spreadsheet that shows the five–year projected revenues and expenditures for the Rock Island Area (**Exhibit 4**).

We recommend that the City Commission pass a resolution for the City of Fort Lauderdale to appear on the voting ballot.

Attachments

Memorandum No. 04-794  
May 12, 2009  
Page 2

HB 1487

2004

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

A bill to be entitled  
An act relating to Broward County; providing for extending  
the corporate limits of the City of Fort Lauderdale;  
providing for annexation of the unincorporated area known  
as Rock Island; providing for an election; providing for  
an effective date of annexation; providing for an  
interlocal agreement; providing for continuation of  
certain Broward County regulations; providing for transfer  
of public roads and rights-of-way; providing an effective  
date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. The legal description of the "Rock Island Area"  
is as follows:

That portion of Sections 28 and 29, Township 49 South,  
Range 42 East, Broward County, Florida, described as  
follows:

Beginning at a point on the municipal boundary of the  
City of Fort Lauderdale, as established by Chapter 69-  
1057, Laws of Florida, being the intersection of the  
North Right of way line of NW 19 Street with the West  
right-of-way line of the Seaboard Coastline Railroad;

thence along said municipal boundary of the City of  
Fort Lauderdale, the following 7 courses;

CODING: Words stricken are deletions; words underlined are additions.

HB 1487

2004

30 thence westerly along said North right-of-way line of  
 31 NW 19 Street to the Southeast corner of Lot 1, Block 1  
 32 of "North West Lauderdale," as recorded in Plat Book  
 33 25, Page 25, of the Public Records of Broward County,  
 34 Florida;

35  
 36 thence Northerly to the Northeast corner of Lot 4 in  
 37 said Block 1;

38  
 39 thence Westerly to the Northwest corner of said Lot 4;

40  
 41 thence Southerly to the Southwest corner of said Lot 1  
 42 and the North right-of-way line of NW 19 Street;

43  
 44 thence Westerly along said North right-of-way line to  
 45 the East right-of-way line of NW 31 Avenue;

46  
 47 thence Northerly along said East right-of-way line to  
 48 the North boundary of the South one-half (S 1/2) of  
 49 the South one-half (S 1/2) of the Southwest one-  
 50 quarter (SW 1/4) of said Section 29;

51  
 52 thence Westerly along said North boundary to the West  
 53 line of said Section 29;

54  
 55 thence along the municipal boundary of the City of  
 56 Lauderdale Lakes, as established by Ordinance 40, of  
 57 the City of Lauderdale Lakes, the following three (3)  
 58 courses:

59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87

thence North along said West line to the South line of the Southwest one-quarter (SW 1/4) of the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 1/4) of said Section 29;

thence East along said South line to the Southeast corner of said Southwest one-quarter (SW 1/4) of the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 1/4);

thence North along the East line of said Southwest one-quarter (SW 1/4) of the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 1/4) to a line 35.00 feet north of and parallel with the South line of the North one-half (N 1/2) of said Section 29, also being a point on the municipal boundary of the City of Oakland Park, as established by Ordinance 477, of the City of Oakland Park;

thence along said municipal boundary of the City of Oakland Park and along said parallel line to a line 100.00 feet west of and parallel with the East line of the West one-half (W 1/2) of the West one-half (W 1/2) of the Southwest one-quarter (SW 1/4) of the Northeast one-quarter (NE 1/4) of said Section 29;

thence along the municipal boundary of the City of Oakland Park, as established by Chapter 79-519, Laws

CODING: Words stricken are deletions; words underlined are additions.



HB 1487

2004

88 | of Florida, the following four (4) courses:  
 89 |  
 90 | thence South along said parallel line, also being a  
 91 | line 270.00 feet West of the West right-of-way line of  
 92 | NW 26 Avenue, to the South right-of-way line of NW 26  
 93 | Street;  
 94 |  
 95 | thence Easterly along said South right-of-way line to  
 96 | the East right-of-way line of NW 21 Avenue;  
 97 |  
 98 | thence North along said East right-of-way line to the  
 99 | South line of the Northwest one-quarter (NW 1/4) of  
 100 | said Section 28;  
 101 |  
 102 | thence East along said South line to the West right-  
 103 | of-way line of the Seaboard Coastline Railroad;  
 104 |  
 105 | thence along the municipal boundary of the City of  
 106 | Oakland Park, as established by Chapter 83-476, Laws  
 107 | of Florida, and Southwesterly along said West right-  
 108 | of-way line to the Point of Beginning.

109 |  
 110 | Section 2. The Broward County Board of County  
 111 | Commissioners shall schedule an election in accordance with the  
 112 | provisions of the law relating to elections currently in force  
 113 | in Broward County on November 2, 2004. The subject of said  
 114 | election shall be the annexation of the Rock Island Area. Only  
 115 | registered voters residing in the Rock Island Area as described  
 116 | in this act may vote in said election. On the ballot provided

HB 1487

2004

117 for in this section shall appear the City of Fort Lauderdale.  
 118 The voters residing in the Rock Island Area shall, by majority  
 119 vote of the voters participating in the election, choose whether  
 120 to join that city on September 15, 2005, or September 15, 2006.  
 121 A mail ballot shall not be used in this election. However,  
 122 voters may vote by absentee ballot as provided by law.

123 Section 3. Upon a majority of the registered voters  
 124 residing in the Rock Island Area voting for annexation into the  
 125 City of Fort Lauderdale, the Rock Island Area described in  
 126 section 1 shall be deemed a part of said municipality on  
 127 September 15, 2005, or September 15, 2006, pursuant to s.  
 128 171.062, Florida Statutes, except as provided for in this act.

129 Section 4. An interlocal agreement shall be developed  
 130 between the governing bodies of Broward County and the annexing  
 131 municipality and executed prior to the effective date of the  
 132 annexation as provided for in section 3. The agreement shall  
 133 address infrastructure improvement projects and include a  
 134 financially feasible plan for transitioning county services,  
 135 buildings, infrastructure, waterways, and employees.

136 Section 5. The Board of County Commissioners of Broward  
 137 County is hereby authorized to set the election provided for in  
 138 section 2 by general election for the time period provided in  
 139 this act at the cost of Broward County. A mail ballot shall not  
 140 be used for any election provided for in this act. However,  
 141 voters may vote by absentee ballot as provided by law.

142 Section 6. Upon annexation into a municipality, the  
 143 following shall govern the areas described in section 1:

144 (1) The present land use designations and zoning districts  
 145 provided for under the Broward County Comprehensive Plan and

HB 1487

2004

146 Code of Ordinances of Broward County shall remain the law  
 147 governing the Rock Island Area, notwithstanding the fact that  
 148 the Rock Island Area is now a part of a municipality. The land  
 149 use designations and zoning of Broward County shall be deemed  
 150 the conforming laws of the municipality of which the Rock Island  
 151 Area is now a part.

152 (2) Any change of zoning districts or land use  
 153 designations may only be accomplished by enactment of the vote  
 154 of the majority of the full governing body of the municipality  
 155 plus one.

156 (3) Notwithstanding subsections (1) and (2), any use,  
 157 building, or structure that is legally in existence at the time  
 158 that the Rock Island Area becomes a part of the municipality  
 159 shall not be made a prohibited use by the municipality, on the  
 160 property of said use, for as long as the use shall continue, and  
 161 not be voluntarily abandoned.

162 Section 7. Subsequent to the effective date of this act,  
 163 no change in land use designation or zoning shall be effective  
 164 within the limits of the lands subject to annexation herein  
 165 until the Rock Island Area has been annexed into the  
 166 municipality; no annexation within the Rock Island Area by any  
 167 municipality shall occur during the time period between the  
 168 effective date of this act and the effective date of the  
 169 annexation.

170 Section 8. Any resident in the area to be annexed by this  
 171 act into the City of Fort Lauderdale shall be deemed to have met  
 172 any residency requirements for candidacy.

173 Section 9. Nothing in this act shall be construed to  
 174 affect or abrogate the rights of parties to any contracts,

HB 1487

2004

175 whether the same be between Broward County and a third party or  
 176 between nongovernmental entities, which contracts are in effect  
 177 prior to the effective date of the annexation.

178 Section 10. All public roads and the public rights-of-way  
 179 associated therewith, on the Broward County Road System, lying  
 180 within the limits of the lands subject to annexation herein, as  
 181 described in section 1, are transferred from Broward County  
 182 jurisdiction to the jurisdiction of the annexing municipality,  
 183 except NW 31 Avenue and NW 21 Avenue, lying within the limits of  
 184 the annexation area. All rights, title, interests, and  
 185 responsibilities for any transferred roads, including, but not  
 186 limited to, the ownership, operation, maintenance, planning,  
 187 design, and construction of said roads, and to the rights-of-way  
 188 associated therewith, shall transfer from Broward County  
 189 jurisdiction and ownership to the jurisdiction and ownership of  
 190 the annexing municipality upon the effective date of the  
 191 annexation.

192 Section 11. This act shall take effect upon becoming a  
 193 law.

AGREEMENT

Between

BROWARD COUNTY

and the

CITY OF FORT LAUDERDALE

related to

ANNEXATION OF THE MELROSE PARK AREA

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 the City of Fort Lauderdale, a Florida municipal corporation, hereinafter referred to as "CITY."

WHEREAS, in order to establish the background, context, and frame of reference for this Agreement and the objectives and intentions of COUNTY and CITY, the following statements, representations, and explanations are predicates for the undertakings and commitments included within the provisions which follow and shall be construed as essential elements of the mutual considerations upon which this Agreement is based; and

WHEREAS, it is the purpose and intent of this Agreement for COUNTY and CITY to provide for a means by which each governmental entity may exercise cooperatively its respective powers and privileges in order to further a common goal; and

WHEREAS, this Agreement is an interlocal agreement entered into pursuant to Section 163.01, Florida Statutes, the Florida Intergovernmental Cooperation Act of 1969, as amended. Prior to the effectiveness of any provisions of this Agreement and any amendments hereto, this Agreement including any amendments shall be filed as provided by Section 163.01(11); and

WHEREAS, the State of Florida enacted Chapter 2001-291, Laws of Florida, during the 2001 legislative session which resulted in the portions of the unincorporated area in Broward County described therein (hereinafter sometimes referred to as the "Melrose Park Area") being annexed into the municipal boundaries of the CITY; and

WHEREAS, the parties anticipate that the annexation of the Melrose Park Area into the CITY will be effective September 15, 2002; and

WHEREAS, CITY has requested that COUNTY cease to provide municipal services to the Melrose Park Area upon September 15, 2002; and

WHEREAS, CITY shall be entitled to collect all revenues for the municipal services provided by the CITY to the Melrose Park Areas on or after October 1, 2002 except as otherwise provided in this agreement; and

WHEREAS, it is mutually beneficial to CITY and COUNTY to ensure a smooth transition of the Melrose Park Area from the COUNTY to CITY; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and CITY agree as follows:

## ARTICLE 1

### DEFINITIONS AND IDENTIFICATIONS

- 1.1 **Agreement** - means this document, Articles 1 through 5, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Board** - The Broward County Board of County Commissioners.
- 1.3 **City Contract Administrator** – The City of Fort Lauderdale’s City Manager is the CITY Contract Administrator.
- 1.4 **County Contract Administrator** – The Broward County Administrator is the County Contract Administrator.

## ARTICLE 2

### SERVICES AND REVENUE

CITY shall begin to provide municipal services to the Melrose Park Area, as legally described in **Exhibit A**, on September 15, 2002. The transition of certain services shall be implemented in accordance with the provisions of **Exhibit B**. The COUNTY shall continue to receive all local government revenues generated in or applicable to Melrose Park from the date of annexation until October 1, 2002, unless otherwise provided for in this Agreement. CITY agrees that all such revenues shall inure to COUNTY. If for any reason, COUNTY’s authority to collect and/or retain such revenues is invalidated by a court of competent jurisdiction, CITY shall pay COUNTY a sum equal to the amount COUNTY would have been entitled as expressed in this Agreement. If COUNTY is required to refund or pay over any such monies to CITY or any person(s), CITY shall pay to COUNTY an amount equal to such payment, including all paid or payable interest if any. Notwithstanding any other provision, the parties’ obligations under this Agreement shall not extend beyond December 31, 2007. If all obligations have not been completed by this date, COUNTY and CITY agree to negotiate in good faith for the completion of such outstanding obligations.

## ARTICLE 3

### GOVERNMENTAL IMMUNITY AND LIABILITY RISK

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party. CITY assumes the risk for any and all loss and liability which results from this Agreement, if any, which are not the fault of COUNTY. COUNTY urges CITY to insure against potential loss and liability through CITY’s insurance carrier as COUNTY does not assume or accept responsibility or liability for CITY by any means, whether insurable or otherwise, when such loss or liability is not the fault of COUNTY.

## ARTICLE 4

### TERMINATION

In the event of breach, this Agreement may be terminated by the aggrieved party, acting by and through its governing body, upon not less than ten (10) days written notice to the other party. Such written notice shall specifically identify the breach. This Agreement may also be terminated by either parties' Contract Administrator upon such notice as such Contract Administrator deems appropriate under the circumstances in the event such Contract Administrator determines that termination is necessary to protect the public health or safety. Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement.

## ARTICLE 5

### MISCELLANEOUS

#### 5.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents created in connection with this Agreement are and shall remain the property of the party that created same and CITY shall accept from COUNTY for lawful management, retention, destruction, and/or disclosure any such documents delivered to CITY by COUNTY.

#### 5.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY and COUNTY shall have the right to audit the books, records, and accounts that are related to this Agreement. CITY and COUNTY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

CITY and COUNTY shall preserve and make available, at reasonable times for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated, the books, records, and accounts shall be retained until completion of the audit; provided, that if audit findings have not been resolved, such books, records, and accounts shall be retained until resolution of the audit findings.

#### 5.3 NONDISCRIMINATION

CITY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CITY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA), including Titles I and II of ADA (regarding nondiscrimination on basis of disability), and all applicable regulations, guidelines, and standards. In addition, CITY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

CITY's decisions regarding delivery of services under this Agreement, if any, shall be made in accordance with all applicable Federal, State, and local laws or regulations and City policies and regulations addressing factors which cannot be lawfully used as a basis for service delivery and shall not engage in or commit any discriminatory practice in violation of such laws, regulations, and policies in performing any services, if any, pursuant to this Agreement.

5.4 INDEPENDENT CONTRACTOR

No partnership, joint venture, or other joint relationship is created hereby. Neither COUNTY nor CITY extends to the other's agent(s) any authority of any kind to bind them in any respect whatsoever.

5.5 THIRD PARTY BENEFICIARIES

Neither CITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

5.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified.

The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Broward County Administrator  
Governmental Center, Room 409  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

FOR CITY:

CITY Manager  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

5.6 ASSIGNMENT

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered.

5.7 WAIVER OF BREACH



Neither COUNTY's nor CITY's failure to enforce any provision of this Agreement shall be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

5.8 COMPLIANCE WITH LAWS

Each party shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations with respect to its commitments, duties, responsibilities, and obligations pursuant to this Agreement.

5.9 SEVERANCE

In the event a court of law should find any part of this Agreement to be invalid or unenforceable, the remaining terms of the Agreement shall be considered unaffected and enforceable to the fullest extent of the law, provided the parties' original intent is not materially affected by exclusion of an unenforceable or invalid provision. The parties agree that any provision(s) held wholly or partly invalid or unenforceable will be deemed amended, and the court is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein.

5.10 JOINT PREPARATION

In interpreting this Agreement, no significance shall be given to the fact that one party may have authored the Agreement; rather, this Agreement shall be construed as a mutually acceptable document fully and fairly negotiated by the parties hereto.

5.11 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 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

5.12 CONSTRUCTION OF AGREEMENT

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties and are hereby incorporated into and made a part of this Agreement. It is the intent of the parties that this Agreement shall be liberally construed and interpreted consistent with the "Whereas" clauses set forth herein so as to fully effectuate its purposes and intent.

5.13 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. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit and venue for litigation arising out of this Agreement

shall be in such state courts. 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 this Agreement.

5.14 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CITY.

5.15 PRIOR AGREEMENTS

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

5.16 REPRESENTATION OF AUTHORITY

The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are on the date of this Agreement duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal. Each party hereby represents that the execution, delivery, and performance of this Agreement constitutes their valid and binding obligation.

5.17 RECORDING

Either COUNTY or CITY may, at the sole expense of the party electing to do so, record this Agreement at in the Official Records pursuant to Section 28.222, Florida Statutes, any time after it is fully executed and acknowledged. The party electing to record this Agreement in the Official Records shall notify the other party of the OR Book and Page Number of the recorded Agreement.

5.18 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.

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 Chair or Vice Chair, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and CITY, signing by and through its Mayor and CITY Clerk, 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 \_\_\_\_\_  
Lori Nance Parrish, Chair

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

Insurance requirements  
approved by Broward County  
Risk Management Division

Approved as to form by  
EDWARD A. DION, County Attorney  
for Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_

(Date)

By \_\_\_\_\_

\_\_\_\_\_  
Larry E. Lymas-Johnson (Date)  
Deputy County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF FORT LAUDERDALE  
RELATED TO ANNEXATION OF THE MELROSE PARK AREA

CITY

THE CITY OF  
FORT LAUDERDALE

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_  
Lucy Kisela, City Clerk

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

Approved as to form:

(SEAL)

By \_\_\_\_\_  
, City Attorney

ACKNOWLEDGMENT FOR CITY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2002 by \_\_\_\_\_ as Mayor of the City of Fort Lauderdale, a municipal Florida corporation, on behalf of the municipal corporation, who is personally known to me.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary Taking  
Acknowledgment)

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or  
Stamped)

Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2002 by \_\_\_\_\_ as City Clerk of the City of Fort Lauderdale, a municipal Florida corporation, on behalf of the municipal corporation, who is personally known to me.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary Taking  
Acknowledgment)

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or  
Stamped)

Commission Number

ACKNOWLEDGMENT FOR COUNTY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_, Chair of the Broward County Board of County Commissioners, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My Commission Expires:

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
(Typed or printed name)

EXHIBIT A

LEGAL DESCRIPTION

The legal description of the Melrose Park Area is as follows:

That portion of Section 7, Township 50 South, Range 42 East, Broward County, Florida, described as follows:

BEGINNING at a point on the boundary of the City of Plantation established by Chapter 68-101, Laws of Florida, being the Southeast corner of Lot 34, Block 11, MELROSE PARK Section 7, as recorded in Plat Book 39, Page 35, Public Records of Broward County, Florida;

THENCE continuing along the said boundary of the City of Plantation, the following 10 courses and distances;

THENCE Northerly along the East lines of Lots 34 through 24, and the Northerly extension thereof, and the East lines of Lots 12 through 1, Block 6, and the Northerly extension thereof, and the East line of Lot 9, Block 1, to a point 50 ft. North of the Northeast corner of Lot 9, Block 1, all in the said MELROSE PARK Section 7;

THENCE Easterly 133.75 ft. along the North right-of-way line of a canal as shown by said MELROSE PARK Section 7;

THENCE Northerly along the East line of Tract 1, as shown by said MELROSE PARK Section 7, 425 ft. to the Northeast corner of said Tract 1;

THENCE Northerly 70 ft. more or less to the Southeast corner of Tract 3, according to MELROSE PARK Section 8, as recorded in Plat Book 39, Page 36, of the Public Records of Broward County, Florida;

THENCE Northerly along the East line of said Tract 3 to a point of intersection with the Westerly extension of the South line of Lot 1, Block 4, according to the said MELROSE PARK Section 8;

THENCE Easterly along the South line of said Lot 1, Block 4, and the Westerly extension thereof according to said MELROSE PARK Section

8, to the Southeast corner of said Lot 1, Block 4;

THENCE Northerly along the East line of said Lot 1, Block 4, and the Northerly extension thereof to the North right-of-way line of Southwest 2nd Court, according to said MELROSE PARK Section 8;

THENCE East along the North right-of-way line of said Southwest 2nd Court to the West right-of-way line of S.W. 38th Ave., as shown by said MELROSE PARK Section 8;

THENCE North along the said West right-of-way line of S.W. 38th Ave., 865 ft. more or less to the South right-of-way line of Broward Blvd., as shown by the said MELROSE PARK Section 8;

THENCE East along the said South right-of-way line of Broward Blvd., to a point of intersection with the North line of Tract 2 of said MELROSE PARK Section 8, being the point of curvature of a circular curve concave to the Southeast having a radius of 25 ft. and tangent to the West line of said Tract 2 and the boundary of the City of Plantation established by City of Plantation Ordinance No. 581;

THENCE continuing along said boundary of the City of Plantation the following 6 courses;

THENCE West through South along the arc of said curve to the said point of tangency;

THENCE Southerly along the said West line of Tract 2 to the Southwest corner of said Tract 2;

THENCE East along the South line of said Tract 2 to the West line of the East One-Half of the Northwest One-Quarter of said Section 7, also being a point on the West line of Tract 1A, MELROSE PARK Section 6, recorded in Plat Book 36, Page 24, Public Records of Broward County, Florida;

THENCE South along said West line to the Southwest corner of said Tract 1A;

THENCE East along the South line of said Tract 1A to the Southeast corner thereof;

THENCE North along the East line of said Tract 1A to the point of intersection with the North line of the South 90 ft. of said Tract 1A;

THENCE continuing along the boundary of the City of Plantation established by City of Plantation Ordinance No. 1083, the following 4 courses;

THENCE continuing North along the said East line of Tract 1A to the point of curvature of a curve concave to the Southwest, having a radius of 25 feet;

THENCE North through West along said curve to the point of tangency with the North line of said Tract 1A;

THENCE West along said North line to a point of intersection with the West line of the North 140 feet of the East 46 feet of aforesaid Tract 2, MELROSE PARK Section 8;

THENCE South along the said West line to a point of intersection with the South line of the North 140 feet of the East 46 feet of said Tract 2;

THENCE continuing along the boundary of the City of Plantation established by aforesaid Ordinance No. 581, the following 4 courses;

THENCE South along the West line of the North 10 ft. of the South 90 ft. of said Tract 2 to

the North line of the South 80 ft. of said Tract 2;

THENCE West along the said North line to the West line of the East 136 ft. of said Tract 2;

THENCE North along the said West line to the North line of said Tract 2;

THENCE West along the said North line to the Southerly prolongation of the centerline of N.W. 38th Way, as shown by the plat of BROWARD ESTATES, as recorded in Plat Book 34, Page 19, Public Records of Broward County, Florida;

THENCE North along the said prolongation of the centerline of N.W. 38th Way, being along the boundary of the City of Plantation established



by aforesaid Chapter 68-101, to the North line of said Section 7;

THENCE East along the North line of said Section 7 to the West right-of-way line of S.W. 31st Avenue, as described in Chapter 69-1057, Laws of Florida, annexing lands into the City of Fort Lauderdale, Florida;

THENCE along the boundary of the City of Fort Lauderdale, established by said Chapter 69-1057 the following 2 courses;

THENCE South along the said West right-of-way line to the South boundary of said Section 7;

THENCE West along the said South boundary to the POINT OF BEGINNING.

## EXHIBIT B

### OBLIGATIONS OF CITY AND COUNTY

1. Transition of Certain Services to CITY - Except as otherwise provided in this Agreement, the transition of the following services shall be in accord with the provisions of this Exhibit B:
  - Building Code Services
  - Zoning Code Services
  - Planning, Zoning and Development Review
  - Engineering /Right-of-Way Management
  - Street Maintenance
  - Waterway Management and Maintenance
  - Community Development
  - Neighborhood Parks
  - School Guards
  - Law Enforcement
  - Fire Rescue
  - Street Lighting
  - Garbage and Trash Collection
  
2. Records – Except as otherwise provided in this Agreement, records for the Riverland Area, including but not limited to building, zoning, engineering permits, and fire inspection records will be transferred to the CITY commencing September 15, 2002, and proceed continuously thereafter until records in the annexation area are transferred to the City.
  
3. Building, Zoning, Planning and Development, and Engineering Services - Except as otherwise provided in this Agreement, any building, zoning, planning and development, or engineering permit application filed prior to September 15, 2002 shall be issued, inspected and finalized by COUNTY, as well as all applications for permits or variances filed after September 15, 2002 that are associated with a permit application or master permit filed or issued prior to September 15, 2002. Except as otherwise provided herein, any building, zoning, planning and development, or engineering application permit filed on or after September 15, 2002 shall be issued, inspected and finalized by CITY.

On September 15, 2002, COUNTY agrees to hold in abeyance all building, zoning or other code enforcement actions that have not been issued an order by the court, except for those code enforcement actions that are associated with a permit application or master permit filed or issued prior to September 15, 2002. If a code enforcement action has not been abated as provided herein, County shall continue with enforcement of the matter. County's records of all actions that are abated as provided herein shall be forwarded to the CITY for further enforcement action.

COUNTY shall be responsible for the review of all final site plan applications which have not received a development order from Broward County by September 15, 2002. The Future Unincorporated Land Use Element of the Broward County Comprehensive Plan shall remain in effect until CITY adopts an ordinance changing such land use designation by a majority of the full governing body of CITY. Upon annexation, CITY shall be responsible for implementation and administration of the Future Unincorporated Land Use Element of the Broward County Comprehensive

Plan and the County's Zoning Code within the annexed area until CITY adopts an ordinance changing such land use designation and such zoning code. Zoning designations under the Broward County Zoning Code shall remain in effect until CITY adopts an ordinance changing the Land Use and zoning designations.

4. Engineering and Right-of-Way Management – COUNTY and CITY agree that the jurisdiction and responsibility for public roads and title to the right-of-way for public roads within the area described in Exhibit "A" entitled "Legal Description", hereinafter referred to as "transferred roads", shall transfer from the COUNTY to the CITY effective September 15, 2002, pursuant to Section 335.0415, Florida Statutes. CITY and COUNTY agree and acknowledge that all legal rights, title, interest, and responsibilities, including but not limited to, the planning, design, construction, improvement, and maintenance of the transferred roads are relinquished by COUNTY and accepted by CITY effective September 15, 2002, except as hereinafter provided.

Bonds held for outstanding Engineering permits will be maintained until successful completion of the one-year warranty maintenance period. COUNTY shall continue to monitor outstanding engineering permits for compliance through the warranty maintenance period until final acceptance by COUNTY. After acceptance, COUNTY shall notify CITY that COUNTY will close its files and it shall be the CITY's responsibility to ensure compliance.

COUNTY shall provide all permitting and inspection services within the right-of-way based on COUNTY standards for the infrastructure improvement projects as specifically identified in Section 15. CITY shall be notified of all right-of-way improvements associated with the infrastructure improvement projects as provided in Section 15. CITY may jointly inspect the infrastructure improvements at its own expense. CITY shall direct any related findings or issues to the COUNTY's Office of Environmental Services and not the COUNTY's contractor.

5. Street Maintenance – CITY hereby irrevocably accepts responsibility for maintenance of the transferred roads as described in Section 4, including but not limited to street lighting and irrigation. The rights-of-way in the Melrose Park Area shall be included within the traffic engineering agreement between the COUNTY and CITY with regard to traffic control devices.
6. Waterway Management and Maintenance – COUNTY shall provide CITY with listing of COUNTY owned ditches, swales, canals, and storm sewers prior to January 1, 2005. CITY agrees to accept conveyance and ownership of all ditches, swales, canals, and storm sewers owned by COUNTY which shall irrevocably and unconditionally become owned by CITY on the date COUNTY advises CITY of the existence of such ditch, swale, canal or storm sewers. All storm sewers and associated storm water outfalls serving roads that are transferred to CITY as part of the annexation shall be owned by CITY. Storm sewers and the associated outfalls that primarily serve roads that will remain COUNTY's responsibility shall remain the responsibility of COUNTY.
7. Garbage Collection - COUNTY shall continue to provide waste collection and recycling services until December 31, 2002. COUNTY shall retain all garbage collection residential and commercial franchise fees and other applicable revenues payable for all periods through December 31, 2002. COUNTY will have collected the special assessments for these services, thus the transition of services shall be

effective on January 1, 2003, to the extent provided by Florida Statute.

8. Community Development Block Grant and HOME Grant Programs - COUNTY shall complete capital projects that have been budgeted, unless COUNTY and CITY agree in writing to complete the budgeted projects in another method. Further, until such time that the U.S. Department of Housing & Urban Development (HUD) recognizes the population of the Riverland Area as part of the City of Fort Lauderdale and this recognition is reflected in CITY's annual CDBG and HOME entitlement distribution, COUNTY shall permit the CITY, or eligible organizations when supported by the CITY, to make application for and receive a pro rata allotment of CDBG and HOME funds, based on the population of the Riverland Area, which COUNTY is qualified to receive from the U.S. Department of Housing and Urban Development (HUD). The CITY shall advise the U.S. Census Bureau in writing prior to December 31, 2002, that the annexation is effective September 15, 2002 and request certification of the annexed area as part of the City of Fort Lauderdale be forwarded to HUD to facilitate the adjustment of the City's annual CDBG and HOME entitlement amounts. Once HUD adjusts the annual entitlement amounts, the terms of this paragraph shall become null and void.
9. Neighborhood Parks - Title to Melrose Park and the COUNTY-owned personal property in such park shall be transferred to CITY on September 15, 2002. The land for the park must be used in perpetuity for public park purposes which restriction shall be included in the deeds or other instruments of conveyance as determined by COUNTY.
10. School Guards - COUNTY shall cease providing school guard services in the annexed area on September 15, 2002.
11. Law Enforcement - CITY hereby accepts responsibility for law enforcement upon September 15, 2002.

COUNTY agrees to encourage the Broward Sheriff's Office to cooperate in the sharing of criminal activity information with the Fort Lauderdale Police Department. It is recognized that over the years the Broward Sheriff's Office has accumulated a significant amount of intelligence and criminal information regarding this geographic area. It is in the best interest of the community that this information be shared with the Fort Lauderdale Police Department. In order to facilitate a seamless and uninterrupted transition of police services COUNTY and CITY desire that the following shall occur between the CITY and the Broward Sheriff's Office:

- 1) Sharing of information regarding known offenders
  - 2) Sharing of information regarding specific locations and suspects known for narcotics, prostitution and/or other repeat felonious activity
  - 3) Sharing of all open and unsolved felony criminal cases
  - 4) Sharing of intelligence and investigative information
  - 5) Sharing of recent crime trend reports
12. Fire Rescue - COUNTY shall cease providing fire rescue service in the annexed area on September 15, 2002. CITY hereby accepts responsibility for fire rescue service upon September 15, 2002.
  13. Allocation of Revenues - CITY shall coordinate the notification and filing for the necessary steps to ensure that all municipal and State revenue sources are transitioned to CITY on October 1, 2002. The COUNTY shall make provisions for

per capita revenue sharing payments to the CITY on behalf of the Melrose Park Area until that point in time at which all State of Florida revenue sharing resources, based on population formulas, which recognize the population of the Melrose Park Area as part of the City of Fort Lauderdale and that recognition is reflected in CITY's annual share of State revenues.

14. Street Lighting – City hereby accepts assignment of and shall be responsible for any contracts COUNTY has with the Florida Power and Light Company or other entity for the maintenance and operation of existing street lights and the installation of new street lights within the annexed area as of September 15, 2002. City agrees to provide written notification of its responsibility for street lighting to Florida Power and Light Company and/or any other entity entitled to notice of such assignment.
15. Infrastructure Improvement Program - COUNTY shall administer the Melrose Park portion of the Central County Neighborhood Improvement Program defined as follows:
  - A. The boundaries for the Melrose Park portion of the Central County Neighborhood Improvement Program are: are SW 31<sup>st</sup> Avenue, Davie Boulevard, Broward Boulevard, and State Road 7. The eastern half the Melrose Park is serviced by Fort Lauderdale water only. The neighborhood is split into 4 construction packages, each of which include the following planned improvements: upgrading the sanitary sewer collection system, replacing the potable water distribution system, improvement to the storm water drainage system, repaved roadways, new sidewalks where none exist, and landscaping improvement in the swales.
    - 1) Bid Package 1 – This contract was awarded to Bergeron Land Development in December 1999. Bergeron is currently 14 months behind schedule and the Office of the County Attorney is negotiating with Bergeron's legal counsel.
    - 2) Bid Package 4 – This contract was awarded to Foster Marine Contractors in November 2000. Construction is expected to be complete on time in July 2002.
    - 3) Bid Package 10 – This project is currently scheduled to begin construction in 2004
    - 4) Bid Package 12 – This project is currently scheduled to begin construction in 2005.
  - A. COUNTY shall provide funding and administer projects within the Infrastructure Improvement Project boundaries until completion. Each project shall be complete upon the COUNTY's issuance of the Final Certificate of Payment.
  - B. The projects are estimated to cost \$32 million.
  - C. COUNTY and CITY agree to take whatever steps are necessary to ensure a coordinated capital improvements approach with planned COUNTY water and wastewater improvement projects. It is anticipated that the Broward County Office of Environmental Services (BCOES) will implement both the Utility and non-Utility funded projects simultaneously. BCOES shall submit design plans for each bid package to CITY staff at the thirty percent (30%), sixty percent (60%), and ninety percent (90%) review stages and shall allow CITY staff thirty (30) days from such submission of the design plans to offer suggestions. BCOES

shall be the final authority concerning acceptance or rejection of any suggestions. No suggestions shall be accepted after designs are complete.

- D. To ensure the smooth implementation of infrastructure improvement projects, COUNTY shall be responsible for right-of-way permitting and inspections services and for permitting and inspection of utility connections on private property in accordance with COUNTY standards for the purposes of implementing the infrastructure projects listed in this Section 15. All permit fees or other fees relating to the infrastructure improvements projects will be paid to COUNTY, if COUNTY is the entity providing the inspection and/or permitting services.
  - E. To ensure the smooth transition of infrastructure maintenance, upon completion of the Project, COUNTY shall provide record drawings, certified by the Engineer of record, to CITY. The COUNTY's goal is to complete all infrastructure improvement projects for the Melrose Park Area neighborhood on or about December 31, 2006.
16. Melrose Park Neighborhood Preservation and Enhancement District - City hereby acknowledges the existence of the District and agrees that within one year of annexation of the area where the District is located, City shall review with residents of the area the provision of City services to the area and determine whether it is in the public interest to continue the District and adopt an ordinance as provided in 163.524 (1) authorizing the City's participation in the NEP and designating or creating an agency to be responsible for the enforcement of the Neighborhood Enhancement Plan.

# **NW ISSUES**

**1**



## ATTACHMENTS

- 5/11/09 Letter to County Administrator (Bertha Henry) from City asking for reconsideration of Resolution 2009-056
- 4/7/09 – Memo 09-066 – NPF CRA Expansion Update
- 5/15/01 – Commission Report – Resolution to expand boundaries of Northwest-Progresso-Flagler Heights Community Redevelopment Area
- 11/5/02 – Commission Report – Community Redevelopment Plan Revision



*Venice of America*

CITY OF  
FORT LAUDERDALE

May 11, 2009

Bertha Henry, County Administrator  
Broward County Board of County Commissioners  
Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

Re: Reconsideration of Resolution 2009-056

Dear Mrs. Henry:

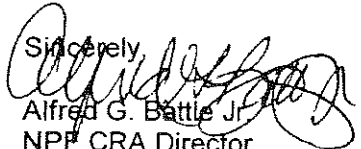
On February 24, 2009, Resolution 2009-056 was adopted by the Broward County Board of Commissioners in support of expanding the boundaries of the Northwest-Progresso-Flagler Heights Community Redevelopment Agency to include the area recommended for expansion by the City Commission back in 2002. The resolution was approved with the condition that "no county taxes, or other taxing districts, would be available to contribute to the trust fund".

This resolution was passed prior to the election of a new mayor and three new commissioners in the City of Fort Lauderdale. On April 7, 2009 we held our first Community Redevelopment Agency meeting and informed the Mayor and Commissioners of status of the expansion request. After some discussion the CRA Board directed City and CRA staff members to formally request Broward County to reconsider expansion of NPF CRA with tax increment funds available from all legal and eligible taxing districts. A copy of the minutes of April 7, 2009 CRA Board meeting is attached for your information as **Exhibit A**.

There is a joint meeting between the Fort Lauderdale City Commission and the Broward County Board of Commissioners that is being planned for May 19, 2009. This topic may be scheduled for discussion at that time, which might also comply with the request of the City Commission.

We remain committed to working with you and your staff members on this issue and recommend meeting with the appropriate staff members in to further discuss the direction given to us by the City Commission. You may have the appropriate County staff member(s) contact me at 954-828-4514 to schedule a meeting or further discuss this issue.

Sincerely,

  
Alfred G. Battle Jr.  
NPF CRA Director

cc: Mayor John P. "Jack" Seiler

NORTHWEST / PROGRESSO / FLAGLER HEIGHTS  
COMMUNITY REDEVELOPMENT AGENCY  
101 N.E. THIRD AVENUE, SUITE 300, FORT LAUDERDALE, FLORIDA 33301  
PHONE: (954) 828-4514, FAX (954) 828-4500  
[www.fortlauderdale.gov](http://www.fortlauderdale.gov)



Bruce Roberts, Vice-Mayor/District 1  
Charlotte E. Rodstrom, District 2  
Bobby B. Dubose, District 3  
Romney Rogers, District 4  
Stacy Ritter, Mayor/ District 3  
Ken Keechl, Vice Mayor/District 4  
Ilene Lieberman, District 1  
Kristen Jacobs, District 2  
Jim Scott, District 4  
Lois Wexler, District 5  
Sue N. Gunzburger, District 6  
John E. Rodstrom Jr., District 7  
Diana Wasserman-Rubin, District 8  
Josephus Eggelletion, Jr., District 9  
George Gretsas, City Manager  
Bertha Henry, County Administrator

# EXHIBIT A

COMMUNITY REDEVELOPMENT AGENCY  
NORTHWEST PROGRESSO – FLAGLER HEIGHTS

4/07/09 - 3

Chairman Seiler asked if this would be setting a precedent. Mr. Battle said if the Board approves it, they would make sure that properties in the future would provide a type of rehabilitative quality to the neighborhood. This site is in a strategic location to the community.

The City Manager said there is a risk in that someone might not see it that way, and just look at the fact that it is a residential development. This would be crossing a new threshold.

Mr. Battle said that these types of incentives were not paid up front. The structures are of a mixed-use type and are located along the Sistrunk Corridor. He further said that one of the conditions of repayment in the agreement was that a portion of the grant would be repaid if the property was sold within five years. This application stretched the condition to a five-year period of time, and if the property was sold there would be a 12% interest penalty. He added that the routine commercial façade projects are not brought before this Board.

**Motion** made by Vice Chair Rodstrom and seconded by Member Roberts to authorize the proper CRA officials to enter into an agreement with Nelson Zambrano to provide a residential façade grant in an amount not to exceed \$20,000 for a multi-unit residential property at 321 NW 1<sup>st</sup> Avenue in the Progresso Village neighborhood, and that any further residential applications are to be brought before this Board. Board unanimously approved.

## NPF CRA Expansion Update

Mr. Battle provided some historical information regarding the CRA expansion. An update is being provided to this Board regarding the project for review and discussion. The County granted an expanded CRA, but did not grant the monies to go along with such expansion. If this is approved, only the City's portion of the TIF calculation could be used.

Chairman Seiler asked what impact this would have on the existing CRA.

Mr. Battle said they would be adding 344 acres to an existing 1400 acres, and the tax increment revenue would be leveling off and not expanding. It would also depend on when they set the base year.

Member Rogers suggested that they wait until an opinion is provided by the Attorney General.

The City Attorney said that normally he does not request an opinion of the Attorney General unless he is directed to do so because the City has to first take a position and forward an opinion.

Chairman Seiler said if they could set this far enough back time wise, than it might make sense. Otherwise, they would be diluting the northwest which is the area that desperately needs this. He would like to go to the County for full financing. If that could not be done, he would like the date set back far enough to provide a large amount of money for them to work with. He feels the last option is doing what they want the City to do now.

COMMUNITY REDEVELOPMENT AGENCY  
NORTHWEST PROGRESSO – FLAGLER HEIGHTS

4/07/09 - 4

Vice Chair Rodstrom and Member DuBose agreed that they should first go to the County for financing.

The City Attorney said that there are bond issues that are revenue in place in the current CRA. Therefore, any monies that could be transferred to the other area would be after the debt service under the bond issues was paid, which could only be done on an annual basis.

The City Auditor said they did a review based on the Property Appraiser's audit that discovered there were a number of properties in both of the CRAs that were not being properly coded as CRA properties. Taxes were being collected and the properties listed in the database, but monies were not being turned over to the CRAs. His office determined that there was an additional \$7 Million due to the CRAs, and of that \$7 Million, \$2.5 Million was owed by the City to the CRAs.

The City Attorney said the likelihood of success in collecting the monies from the County would be minimal since they knew of the change in 2006, and an adjustment was made to the rolls. The fact that the City had not paid their share was not a good argument to be making in front of a Judge when seeking monies from the County.

The City Auditor said this was discovered during an audit, and they determined that there would be an application for the funds. He proceeded to explain the procedure followed between his office and the Property Appraiser, explaining why this had not come before this Board sooner.

Mr. Battle advised that this would go before the CRA Advisory Board later this month.

The Board gave their consensus to go to Broward County first regarding the monies owed.

There being no further business to come before this Board, the meeting was adjourned at 5:57 p.m.

---

John Seiler  
Chairman

ATTEST:


---


Jonda K. Joseph  
City Clerk

MEMORANDUM NO. 09-066

DATE: March 24, 2009

TO: CRA Chairman John P. "Jack" Seiler  
CRA Vice Chairman Charlotte E. Rodstrom  
CRA Board Member Bruce G. Roberts  
CRA Board Member Bobby B. DuBose  
CRA Board member Romney Rogers

FROM: George Gretsas, Executive Director 

BY: Al Battle Jr., NPF CRA Director 

SUBJECT: April 7, 2009 - Fort Lauderdale Community Redevelopment Agency ("CRA") Agenda – NPF CRA Expansion Update

BACKGROUND

On May 15, 2001 the Fort Lauderdale City Commission held a public hearing and upon conclusion of that hearing adopted Resolution 01-87 finding that there was sufficient evidence to conclude that the area identified as the NPF CRA Expansion was "blighted". On November 5, 2002 the City Commission passed Resolution 02-183 adopted the NPF CRA Plan amendment as required by Florida Statutes, Section 163.360. After this resolution was passed it was forwarded over to the Broward County Board of Commissioners with a request to permit the expansion of the area as identified by the plan developed by the City of Fort Lauderdale. The request was never approved and an expansion to the NPF CRA never occurred.

On November 18, 2002 the Fort Lauderdale City Commission directed the City Manager to request the County to revisit its request to expand the NPF CRA based on the same boundary expansion submitted back in 2002. On December 2, 2008, a letter from Mayor Jim Naugle was sent to Mayor Stacy Ritter reaffirming a request to have County officials revisit the city's application to expand the NPF CRA. In response the County Administrator agreed to revisit the application, provided they were provided additional information to thoroughly review the request; staff is in the process of compiling this information. A copy of the County Administrator's letter and the letter from Mayor Naugle has been attached as **Exhibit A**.

RECENT ACTIVITY

On February 24, 2009, Resolution 2009-056 was adopted by the Broward County Board of Commissioners in support of expanding the boundaries of the Northwest-Progresso-Flagler Heights Community Redevelopment Agency to include the area recommended for expansion by the City Commission back in 2002. A copy of the County Commission agenda item and the resolution are attached as **Exhibit B**.

The resolution states that the County and no other taxing authorities will provide tax increment payments for the expansion area. Any tax increment payments made available for the area may only come from the City of Fort Lauderdale. The addition of the expansion area does not change or extend the existing 30-year term of the NPF CRA past 2025.

Memorandum 09-066

March 26, 2009

2

Finally, in order for the resolution to be binding, the City is required to provide additional information to validate the application and comply with many of the statutory requirements of Chapter 163, which include providing recent public notice, updated data showing current demographics and redevelopment, evidence of a substantial number of deteriorated structures within the target area, and a corresponding legal description of the Northern Expansion Area.

According to Broward County officials, the public notice requirement to which the resolution refers should be a public meeting held by the City of Fort Lauderdale to inform residents, property owners, and business owners of the pending expansion opportunity.

#### ADDITIONAL INFORMATION

Prior the County Commission meeting, a question was raised whether it was legal to utilize existing tax increment resources in the newly formed, expanded area. In the opinion of the City Attorney this appears to be a legal use of the existing tax increment funds. However, he also stated that there does not appear to be any legal precedent to reaffirm his opinion and suggests that the City Commission seek a legal opinion from the Attorney General of the State of Florida. A copy of the City Attorney's opinion is attached as **Exhibit C**.

Additionally, prior to the City Commission meeting on March 3, 2009 the Midtown Business Association forwarded a letter to the City Manager requesting permission to allow them to address the Mayor and City Commission on this issue. A copy of that letter has been attached as **Exhibit D**.

The issue discussed in the City Attorney's opinion and the contents of that Midtown Business Association provide the framework for a number of policy decisions that the City Commission will need to consider as they contemplate approval of this expansion request.

Attachments

AGB

EXHIBIT A

Handwritten notes: "of 9/15/08" and "H. Naugle"

BERTHA W. HENRY, County Administrator  
115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7362 • FAX 954-357-7360

RECEIVED

January 23, 2009

JAN 30 2009

Mr. George Gretsas, City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

COMMUNITY REDEVELOPMENT AGENCY

Dear Mr. Gretsas:

Subject: Northwest-Progresso-Flagler Heights Community Redevelopment Area (NP-FH CRA) Boundary Expansion

This letter acknowledges receipt of Mayor Naugle's letter, dated December 2, 2008, requesting that the County revisit the 2002 proposal developed by the City of Fort Lauderdale to expand the NP-FH CRA. The County will review the 2001 Finding of Necessity Report and the 2002 Community Redevelopment Plan for the Northwest-Progresso-Flagler Heights Expansion Area in accordance with ss. 163.410 FS, once the City has provided additional information necessary to refresh the application. This information includes an update of demographic data and public outreach efforts; a description of any redevelopment activity within the expansion area that has occurred since the time of the original submission; and documentation of a substantial number of deteriorated structures within the area.

As you are aware, the County's policy is to withhold County participation in tax increment financing for new community redevelopment areas or expansion of existing community redevelopment areas. Therefore, any action of the County resulting in approval of an expansion of the NP-FH CRA, will not in any way convey, authorize or approve the use of County tax increment financing (TIF) for the expansion area.

If you have any questions or would like additional information, please contact Gregory Stuart, Planning and Redevelopment Division Director at 954-357-6634.

Sincerely,

Handwritten signature of Bertha Henry  
Bertha Henry  
County Administrator

- The Honorable Stacy Ritter, Mayor, and Members of Broward County Board of County Commissioners
- The Honorable Jim Naugle, Mayor, and Members of Fort Lauderdale City Commission
- Jeffery Newton, County Attorney
- Cynthia Chambers, Director, Environmental Protection and Growth Management Department
- Gregory Stuart, Director, Planning and Redevelopment Division
- Kayla Olsen, Director, Office of Management and Budget





CITY OF  
**FORT LAUDERDALE**  
FLORIDA

*cc: Kathleen  
Steph  
John II*

*The Venice of America*  
**JIM NAUGLE**  
MAYOR

100 NORTH ANDREWS AVENUE • 33301  
(954) 828-5003  
(954) 828-5667 FAX  
mayorjames@aol.com  
www.fortlauderdale.gov

December 2, 2008

Mayor Stacy Ritter, District 3  
Broward County Board of County Commissioners  
Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

Re: Northwest-Progresso-Flagler Heights Community Redevelopment Agency ("CRA") Boundary Expansion Request

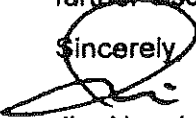
Dear Mayor Ritter:

The City of Ft. Lauderdale is interested in expanding the boundaries and formally amending the redevelopment plan for the Northwest-Progresso-Flagler Heights ("NPF") CRA.

You may consider this a formal request to revisit a proposal developed by the City of Fort Lauderdale and submitted to Broward County to expand the NPF CRA back in 2002. On November 5, 2002 the Fort Lauderdale City Commission passed Resolution 2002-183 in support of the boundary expansion and CRA Plan amendment, and among other things created a record of support for the expansion of the NPF CRA. The resolution also recognized that a number of statutory requirements to prepare and submit an expanded and amended CRA Plan have been satisfied and that final approval of this request rests with the Broward County Board of Commissioners. A copy of City Commission Agenda Item 2002-1834, which includes Resolution 2002-183, is attached for your information as Exhibit A.

In further support of this request, the Fort Lauderdale City Commission discussed the 2002 boundary request and affirmed their support of Resolution 2002-183 and the accompanying CRA boundary expansion application at its meeting on November 18, 2008.

We look forward to working with the Broward County Board of County Commissioners on the City of Fort Lauderdale's request to expand the boundary of the NPF CRA and amend the NPF CRA Plan. You may have the appropriate officials contact City Manager George Gretsas at 954-828-5029 to further discuss this issue.

Sincerely,  
  
Jim Naugle  
Mayor

- cc: Ilene Lieberman, District 1  
Kristen D. Jacobs, District 2  
Ken Keechi, Vice Mayor/District 4  
Lois Wexler, District 5  
Sue N. Gunzburger, District 6  
John E. Rodstrom Jr., District 7  
Diana Wasserman-Rubin, District 8  
Josephus Eggelation, Jr., District 9  
Bertha Henry, County Administrator  
Christine Teel, District 1  
Charlotte E. Rodstrom, Vice-Mayor/District 2  
Magdalene J. Lewis, District 3  
Cindi Hutchinson, District 4  
George Gretsas, City Manager

# EXHIBIT B

## Resolution 2009-056

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, APPROVING THE FINDING OF NECESSITY REPORT AND COMMUNITY REDEVELOPMENT PLAN ADOPTED BY THE CITY OF FORT LAUDERDALE AND THE FORT LAUDERDALE NORTHWEST-PROGRESSO-FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT AGENCY ("CRA"), WITH RESPECT TO THE EXPANSION OF THE NORTHERN BOUNDARY OF THE FORT LAUDERDALE NORTHWEST-PROGRESSO-FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT AREA, SUBJECT TO SUBMITTAL OF DOCUMENTATION REQUESTED BY THE COUNTY, INCLUDING BUT NOT LIMITED TO RECENT PUBLIC NOTICE AND UPDATED DATA SHOWING CURRENT DEMOGRAPHICS AND REDEVELOPMENT, EVIDENCE OF A SUBSTANTIAL NUMBER OF DETERIORATED STRUCTURES, AND CORRESPONDING LEGAL DESCRIPTION; DELEGATING TO AND CONFERRING UPON THE CITY AND THE CRA, THE POWER TO EXPAND THE NORTHERN BOUNDARY OF THE NORTHWEST-PROGRESSO-FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT AREA AND CERTAIN POWERS TO IMPLEMENT THE NORTHERN EXPANSION AREA COMMUNITY REDEVELOPMENT PLAN; RETAINING UNTO THE COUNTY CERTAIN POWERS; CONFIRMING THAT THE COUNTY, THE CITY AND THE CRA AGREE THAT THE COUNTY AND ANY OTHER TAXING AUTHORITIES, WITH THE EXCEPTION OF THE CITY, WILL PROVIDE NO TAX INCREMENT PAYMENTS FOR THE NORTHERN EXPANSION AREA; CONFIRMING THAT THE COUNTY, THE CITY AND THE CRA AGREE THAT THE TERM OF THE NORTHWEST PROGRESSO-FLAGLER HEIGHTS CRA IS NOT EXTENDED NOR DOES THE TERM FOR THE COUNTY'S AND ANY OTHER TAXING AUTHORITY'S TAX INCREMENT PAYMENTS FOR THE ORIGINAL NORTHWEST-PROGRESSO-FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT AREA EXTEND BEYOND 2025; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

1           WHEREAS, on May 15, 2001, the City of Fort Lauderdale ("City") adopted  
2 Resolution No. 01-87 approving the Finding of Necessity ("Finding") for the Northwest-  
3 Progresso-Flagler Heights Northern Expansion Area ("Northern Expansion Area"); and  
4           WHEREAS, the Northern Expansion Area, which is shown in the map in  
5 Attachment "A" herein, covers approximately 344 acres and is contiguous to the existing  
6 Northwest-Progresso-Flagler Heights Community Redevelopment Area; and  
7           WHEREAS, on November 5, 2002, the City of Fort Lauderdale approved the  
8 Community Redevelopment Plan ("Plan"), which addresses the redevelopment needs in  
9 the Northern Expansion Area; and  
10           WHEREAS, the Finding and the Plan were originally submitted to the Board of  
11 County Commissioners of Broward County ("County") for review in 2001 and 2002,  
12 respectively; and  
13           WHEREAS, after much discussion by and between the City and the County  
14 regarding the nature of County participation in funding for the Northern Expansion Area;  
15 and  
16           WHEREAS, on August 24, 2004, the County sent a letter to the CRA to  
17 document verbal communications that the City had withdrawn its proposal to expand the  
18 northern boundary of the Northwest-Progresso-Flagler Heights community  
19 redevelopment area and stated that unless notified in writing by the City or CRA staff to  
20 the contrary, County staff would not move forward in preparing a recommendation and  
21 agenda item for consideration by the Board of County Commissioners regarding the  
22 expansion of said northern boundary; and  
23           WHEREAS, the County did not receive any further communication from the City  
24 regarding the Northern Expansion Area; and

1           WHEREAS, pursuant to Section 163.410, Florida Statutes, the City formally has  
2 requested, in a letter dated December 2, 2008, that the County revisit the review of the  
3 2001 Finding and the 2002 Plan for the expansion of the northern boundary of the  
4 Northwest-Progresso-Flagler Heights community redevelopment area, approve the  
5 Finding of Necessity Report, and the amended Community Redevelopment Plan to  
6 include the northern expansion area; and

7           WHEREAS, the County now desires to delegate to the City, the powers  
8 necessary to expand the northern boundary of the Northwest-Progresso-Flagler Heights  
9 community redevelopment area and implement the Plan pursuant to Chapter 163, Part  
10 III, Florida Statutes, the Community Redevelopment Act of 1969, as amended, except  
11 those powers specifically retained by the County as set forth in this Resolution; NOW,  
12 THEREFORE,

13           BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF  
14 BROWARD COUNTY, FLORIDA:

15           Section 1. The County has reviewed the Finding and the Plan and finds that  
16 the Finding and the Plan are generally consistent with Chapter 163, Part III, Florida  
17 Statutes, the Community Redevelopment Act of 1969, as amended, and hereby  
18 approves the Finding and the Plan, subject to submittal by the City/CRA of  
19 documentation requested by the County, which documentation includes, but is not  
20 limited to, recent public notice and updated data showing current demographics and  
21 redevelopment, evidence of a substantial number of deteriorated structures, and  
22 corresponding legal description of the Northern Expansion Area.

23           Section 2. The County delegates all powers designated by Chapter 163.330,  
24 et seq., Florida Statutes, the Community Redevelopment Act of 1969, as amended, to

1 the City with the exception of the following powers, which shall be retained unto the  
2 County.

3 2.1 A boundary change.

4 2.2 An extension to the term of the Plan involving the continuing contribution  
5 by the taxing authorities beyond the original plan adoption, as may have  
6 been amended.

7 2.3 A change to the Plan of such magnitude as would require a county or  
8 municipal land use plan amendment.

9 Section 3. Notwithstanding any provisions in the Finding and/or the amended  
10 Plan, the County, the City, and the CRA hereby agree that the County and any other  
11 taxing authorities, with the exception of the City, will provide no tax increment payments  
12 for the Northern Expansion Area.

13 Section 4. Notwithstanding any provisions in the Finding and/or the amended  
14 Plan, the County, the City, and the CRA hereby further agree that the approval of the  
15 Northern Expansion Area does not change the 30-year term of the original Northwest-  
16 Progresso-Flagler Heights CRA nor does it extend the 30-year term of the County's or  
17 any other taxing authority's tax increment payments for the original Northwest-  
18 Progresso-Flagler Heights community redevelopment area beyond 2025.

19 Section 5. SEVERABILITY.

20 If any section, sentence, clause or phrase of this Resolution is held to be invalid  
21 or unconstitutional by any court of competent jurisdiction, then said holding shall in no  
22 way affect the validity of the remaining portions of this Resolution.

23

24

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

Section 6. EFFECTIVE DATE.

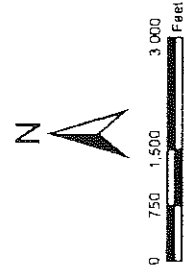
That this Resolution shall take effect immediately upon its adoption.

ADOPTED this 24<sup>th</sup> day of February, 2009 #48

CLK/lt  
2/17/09  
#09-056.06  
northern expansion resolution 022409.doc

**Fort Lauderdale  
Northwest-Progresso-  
Flagler Heights CRA  
Expansion Area**

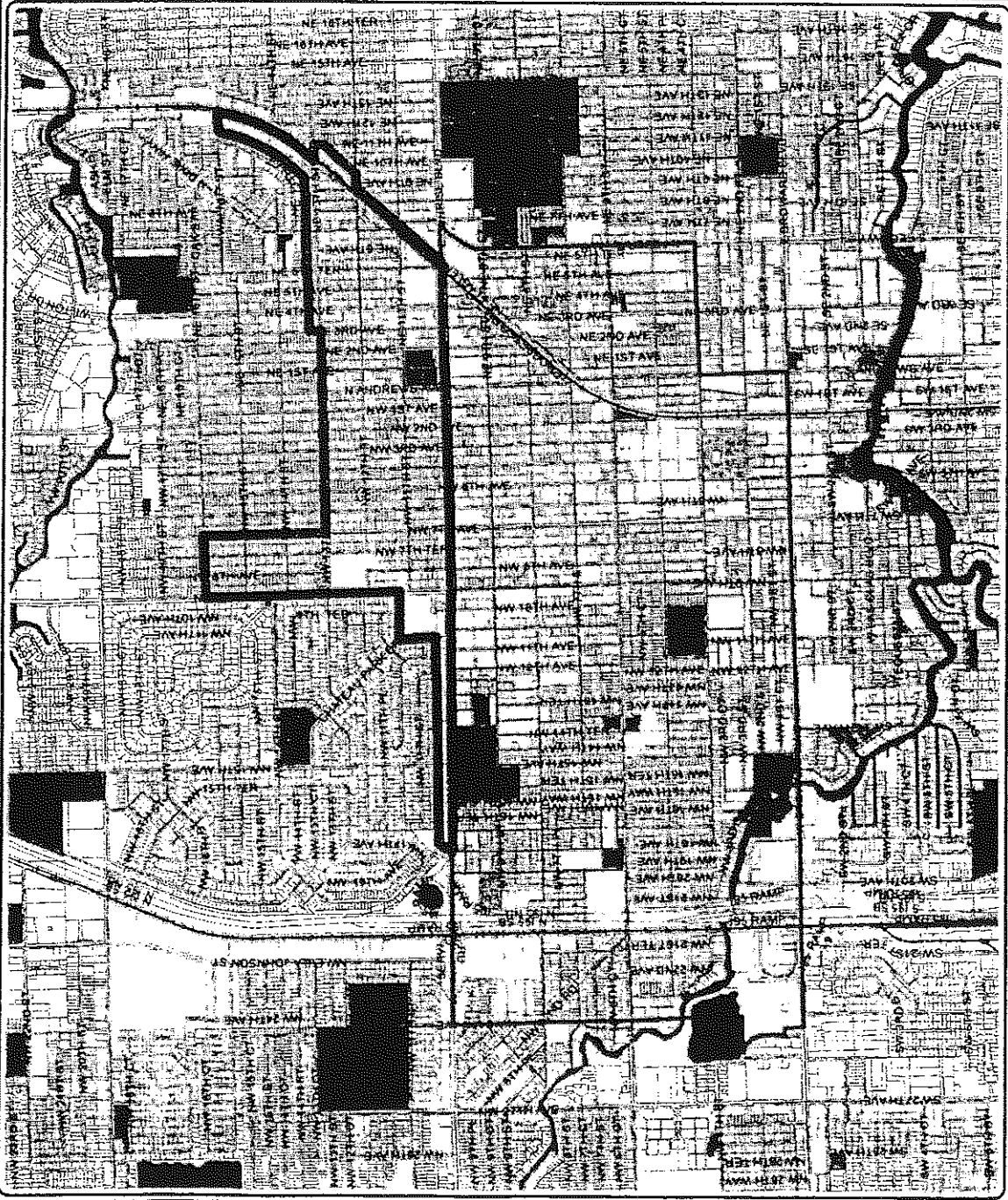
- FEC Railroad
- Streets
- Existing CRA
- Parcels
- CRA Expansion Boundary
- Parks
- Water



Existing CRA and  
CRA Expansion map

February 16, 2009

Prepared for: City of Fort Lauderdale, Department of Planning and Economic Development, and CRA Expansion B. Update



**EXHIBIT C**

**Memorandum**  
No. 09-0205

**ALL**  
**COMMISSIONERS** City Attorney's Office  
**RECEIVED**

To: Mayor Jim Naugle  
Vice-Mayor Charlotte E. Rodstrom  
Commissioner Christine Teel  
Commissioner Magdalene J. Lewis  
Commissioner Cindi Hutchinson

From: Harry A. Stewart, City Attorney

Date: February 23, 2009

Re: Proposed Northwest-Progresso-Flagler Heights Community  
Redevelopment Area ("NPF CRA" or "Area") Expansion

COMMUNITY DEVELOPMENT DEPARTMENT

FEB FEB 02 2009 09

RECEIVED  
2/23/09

2009 FEB 23 PM 12: 21

CITY COMMISSION

Broward County Resolution 95-1084 provides that any substantive amendments to the NPF CRA shall be reviewed and approved by the Broward County Board of Commissioners ("County"). The City of Fort Lauderdale ("City") Resolution No. 99-88 provides an understanding by the City that the term "substantial" includes an expansion to the boundary of a community redevelopment area and that any expansion of a boundary of a community redevelopment area shall require approval by the County.

In 2002, the City of Fort Lauderdale (City) forwarded to Broward County (County) a resolution requesting approval of an amendment to the NPF CRA Plan which would have expanded the boundaries of the NPF CRA. No formal action was taken by the Board of County Commissioners regarding the Plan amendment at that time.

The City has recently requested that the County reconsider approving the boundary expansion of the current NPF CRA and amend the Area's Plan to include the newly expanded boundaries. The County sent a letter to the City dated January 23, 2009, requesting additional information to refresh the application and in it indicated that the County's policy is to withhold County participation in tax increment financing (TIF) for expansion of existing community redevelopment areas.

Our office has been asked by Commissioner Rodstrom whether TIF from the current Area could be used in the expanded area if the County approves the amendment to the NPF CRA Plan.

Redevelopment in the Area is currently financed by TIF funds in a redevelopment trust fund for the Area as established by City Ordinance No. C-95-67. Florida Statutes, Section 163.387(1), regarding redevelopment trust funds provides in



pertinent part that, "[f]unds allocated to and deposited into this fund shall be used by the agency to finance or refinance any community redevelopment it undertakes pursuant to the approved community redevelopment plan." Florida Statutes, Section 163.387 (6), also provides in pertinent part that, "[m]oneys in the redevelopment trust fund may be expended from time to time for undertakings of a community redevelopment agency as described in the community redevelopment plan ...."

If the boundary expansion is approved by the County and the Area's Plan is amended to include the newly expanded area, it appears that the statute would not prohibit the spending of funds in the redevelopment trust fund within any portion of the area which is in furtherance of the Amended Plan. City Ordinance No. C-95-67, however, will need to be amended to reflect the boundaries of the newly expanded Area.

An approval of the expansion of the Area and a corresponding amendment to the Area's Plan would indicate that there is sufficient evidence that the properties within the expansion boundaries are related to and affecting the existing Area. The slum or blight of any particular property within the current Area or expanded Area negatively impacts the entire Area and therefore the improvement of any property within the current Area or expanded Area will improve and benefit the entire Area and further the Plan.

Based on the foregoing analysis, we have found nothing that would legally prohibit use of TIF from the current Area in the newly expanded area if the expansion and corresponding Plan amendment is approved by the County. However, due to the equitable considerations involving spending TIF money in an area where no TIF dollars are collected, and in an abundance of caution, I would recommend that we seek further clarification by asking the Attorney General for an opinion on the matter.

The use of TIF in the newly expanded area will also need to be examined from a policy perspective. Often funding requests for projects within the Area are analyzed based upon the TIF revenue they are expected to generate versus the funding requested. Whether projects will continue to be analyzed and recommended in this manner within the expanded area will be a determination that needs to be made by staff and the CRA Board.

cc: George Gretsas  
John Herbst  
Jonda Joseph  
Alfred Battle

## EXHIBIT D

March 2<sup>nd</sup>, 2009

Mr. George Gretsas  
City Manager  
City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

It is unfortunate that you choose not to attend the meeting tonight, concerning the status of the county NPFH CRA. As taxpayers, residents and investors we thought it only appropriate that you and or a designee meet with this group therefore there was an element of disappointment. It is very important that we have a conversation early in this discussion.

We would like to address the following questions to the Mayor and Commission at the next conference meeting on Tuesday, March 3, 2009. A representative of the Fort Lauderdale Mid Town Business Association will be present along with other taxpayers, residents and investors. The questions follow:

- Can the County impose this expansion of the CRA boundaries?
- Will the city petition funds from the County to expand the CRA?
- Will the City consider establishing a separate CRA for the expanded area? When will the new CRA sunset, will it run concurrently with the existing CRA?
- What is the cost a slum and blight study and what will be the source of the funding?
- What will be impact of the expansion of the CRA on the existing projects in the NPFH CRA?

Sincerely,

Ricky Lewis,  
Vice Chairman  
Fort Lauderdale Midtown Business Association

Chairman Seiler asked if this would be setting a precedent. Mr. Battle said if the Board approves it, they would make sure that properties in the future would provide a type of rehabilitative quality to the neighborhood. This site is in a strategic location to the community.

The City Manager said there is a risk in that someone might not see it that way, and just look at the fact that it is a residential development. This would be crossing a new threshold.

Mr. Battle said that these types of incentives were not paid upfront. The structures are of a mixed-use type and are located along the Sistrunk Corridor. He further said that one of the conditions of repayment in the agreement was that a portion of the grant would be repaid if the property was sold within two years. This application stretched the condition to a five-year period of time, and if the property was sold there would be a 12% interest penalty. He added that the routine commercial façade projects are not brought before this Board.

**Motion** made by Vice Chair Rodstrom and seconded by Member Roberts to authorize the proper CRA officials to enter into an agreement with Nelson Zambrano to provide a residential façade grant in an amount not to exceed \$20,000 for a multi-unit residential property at 821 NW 1<sup>st</sup> Avenue in the Progresso Village neighborhood, and that any further residential applications are to be brought before this Board. Board unanimously approved.

#### NPF CRA Expansion Update

Mr. Battle provided some historical information regarding the CRA expansion. An update is being provided to this Board regarding the project for review and discussion. The County granted an expanded CRA, but did not grant the monies to go along with such expansion. If this is approved, only the City's portion of the TIF calculation could be used.

Chairman Seiler asked what impact this would have on the existing CRA.

Mr. Battle said they would be adding 344 acres to an existing 1400 acres, and the tax increment revenue would be leveling off and not expanding. It would also depend on when they set the base year.

Member Rogers suggested that they wait until an opinion is provided by the Attorney General.

The City Attorney said that normally he does not request an opinion of the Attorney General unless he is directed to do so because the City has to first take a position and forward an opinion.

Chairman Seiler said if they could set this far enough back time wise, than it might make sense. Otherwise, they would be diluting the northwest which is the area that desperately needs this. He would like to go to the County for full financing. If that could not be done, he would like the date set back far enough to provide a large amount of money for them to work with. He feels the last option is doing what they want the City to do now.

Vice Chair Rodstrom and Member DuBose agreed that they should first go to the County for financing.

The City Attorney said that there are bond issues that are revenue in place in the current CRA. Therefore, any monies that could be transferred to the other area would be after the debt service under the bond issues was paid, which could only be done on an annual basis.

The City Auditor said they did a review based on the Property Appraiser's audit that discovered there were a number of properties in both of the CRAs that were not being properly coded as CRA properties. Taxes were being collected and the properties listed in the database, but monies were not being turned over to the CRAs. His office determined that there was an additional \$7 Million due to the CRAs, and of that \$7 Million, \$2.5 Million was owed by the City to the CRAs.

The City Attorney said the likelihood of success in collecting the monies from the County would be minimal since they knew of the change in 2006, and an adjustment was made to the rolls. The fact that the City had not paid their share was not a good argument to be making in front of a Judge when seeking monies from the County.

The City Auditor said this was discovered during an audit, and they determined that there would be an application for the funds. He proceeded to explain the procedure followed between his office and the Property Appraiser, explaining why this had not come before this Board sooner.

Mr. Battle advised that this would go before the CRA Advisory Board later this month.

The Board gave their consensus to go to Broward County first regarding the monies owed.

There being no further business to come before this Board, the meeting was adjourned at 5:57 p.m.

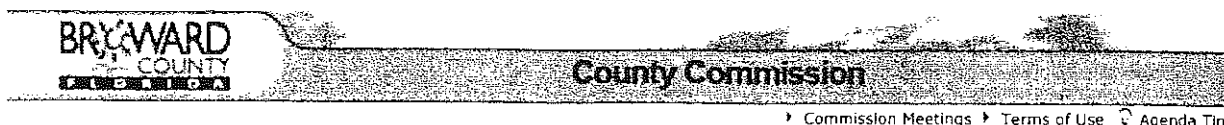
---

John Seiler  
Chairman

ATTEST:

---

Jonda K. Joseph  
City Clerk



## Meeting Agendas

Print Return Previous Next

AI-1756

Item #: 48.

### Broward County Commission Regular Meeting

**Date:** 02/24/2009

**Director's Name:** Cynthia Chambers

**Department:** Environmental Protection

#### Information

##### Requested Action

**MOTION TO APPROVE** Resolution 2009-056 of the Board of County Commissioners of Broward County (County), Florida, approving the Finding of Necessity Report (Finding) and Community Redevelopment Plan (Plan) adopted by the City of Fort Lauderdale (City) and the Fort Lauderdale Northwest-Progresso-Flagler Heights Community Redevelopment Agency (CRA), with respect to the expansion of the northern boundary of the Fort Lauderdale Northwest-Progresso-Flagler Heights community redevelopment area (Northern Expansion Area), subject to submittal of documentation requested by the County, including but not limited to recent public notice and updated data showing current demographics and redevelopment, evidence of a substantial number of deteriorated structures, and corresponding legal description; delegating to and conferring upon the City and the CRA, the power to expand the northern boundary of the Northwest-Progresso-Flagler Heights community redevelopment area and certain powers to implement the Northern Expansion Area community redevelopment plan; retaining unto the County certain powers; confirming that the County, the City and the CRA agree that the County and any other taxing authorities, with the exception of the City, will provide no tax increment payments for the Northern Expansion Area; confirming that the County, the City and the CRA agree that the term of the Northwest Progresso-Flagler Heights CRA is not extended nor does the term for the County's and any other taxing authority's tax increment payments for the original Northwest-Progresso-Flagler Heights community redevelopment area extend beyond 2025; providing for severability; and providing for an effective date. (Commission Districts 4, 7 and 9)

**ACTION:** (T-2:23 PM) *Approved. The Board adopted this agenda item as written by staff.*

**VOTE:** 9-0.

##### Why Action is Necessary

Approval of the Board of County Commissioners (Board) is required for: expansion of the boundaries of a CRA; a Finding of Necessity/Slum and Blight Study; and Community Redevelopment Plan.

##### What Action Accomplishes

Provides for expansion of the northern boundary of the Northwest-Progresso-Flagler Heights community redevelopment area, and approval of the Finding of Necessity and Community Redevelopment Plan subject to conditions especially the prohibition of the use of tax increment financing by any taxing authority other than the City, and limiting the term of the Northwest-Progresso-Flagler Heights CRA.

##### Is this Action Goal Related

##### Previous Action Taken

##### Summary Explanation/ Background

The Environmental Protection and Growth Management Department recommends approval

of the motion, subject to several conditions specifically delineated in the motion.

In a letter dated December 2, 2008, the City formally requested, pursuant to Section 163.410, F.S., the County revisit the review of the 2001 Finding of Necessity Report (Finding) and the 2002 Community Redevelopment Plan (Plan) for the expansion of the northern boundary of the Northwest-Progresso-Flagler Heights community redevelopment area, approve the Finding of Necessity Report, and the amended Community Redevelopment Plan to include the Northern Expansion Area. The Northern Expansion Area covers approximately 344 acres.

The Finding and the Plan were originally submitted to the County for review in 2001 and 2002, respectively; however, after much conversation, the City and County were unable to reach consensus on the nature of County participation in funding. On August 24, 2004, the County sent a letter to the CRA to document verbal communications that the City had withdrawn its proposal to expand the northern boundary of the Northwest-Progresso-Flagler Heights community redevelopment area and stated that unless notified in writing by the City or CRA staff to the contrary, County staff would not move forward in preparing a recommendation and agenda item for consideration by the Board of County Commissioners regarding the expansion. The County did not receive any communication from the City in this regard.

In accordance with the December 2008 request, County staff has reviewed the 2001 Finding and the 2002 Plan and find they generally meet the requirements of Chapter 163, Part III, F.S. However, staff has requested additional documentation evidencing claims of the presence of a substantial number of deteriorated structures and recent public notice of the intent to expand the northern boundary, and corresponding legal description. The City/CRA submitted some of the materials and is compiling additional information to comply with the County's request.

---

#### **Fiscal Impact**

##### **Fiscal Impact/Cost Summary:**

The approval of the expansion of the northern boundary of the Northwest-Progresso-Flagler Heights CRA will not include any future funding requirements or tax increment payments. There will be no fiscal impact.

---

#### **Attachments**

[Exhibit 1 - Reso](#)  
[Exhibit 2 - Letter from City Mayor](#)  
[Exhibit 3 - Letter from County Admin](#)  
[Exhibit 4 - Background](#)  
[Exhibit 5 - The Finding](#)  
[Additional Material - Letter](#)  
[Additional Material - Memorandum](#)

RESOLUTION NO. 2009-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, APPROVING THE FINDING OF NECESSITY REPORT AND COMMUNITY REDEVELOPMENT PLAN ADOPTED BY THE CITY OF FORT LAUDERDALE AND THE FORT LAUDERDALE NORTHWEST-PROGRESSO-FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT AGENCY ("CRA"), WITH RESPECT TO THE EXPANSION OF THE NORTHERN BOUNDARY OF THE FORT LAUDERDALE NORTHWEST-PROGRESSO-FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT AREA, SUBJECT TO SUBMITTAL OF DOCUMENTATION REQUESTED BY THE COUNTY, INCLUDING BUT NOT LIMITED TO RECENT PUBLIC NOTICE AND UPDATED DATA SHOWING CURRENT DEMOGRAPHICS AND REDEVELOPMENT, EVIDENCE OF A SUBSTANTIAL NUMBER OF DETERIORATED STRUCTURES, AND CORRESPONDING LEGAL DESCRIPTION; DELEGATING TO AND CONFERRING UPON THE CITY AND THE CRA, THE POWER TO EXPAND THE NORTHERN BOUNDARY OF THE NORTHWEST-PROGRESSO-FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT AREA AND CERTAIN POWERS TO IMPLEMENT THE NORTHERN EXPANSION AREA COMMUNITY REDEVELOPMENT PLAN; RETAINING UNTO THE COUNTY CERTAIN POWERS; CONFIRMING THAT THE COUNTY, THE CITY AND THE CRA AGREE THAT THE COUNTY AND ANY OTHER TAXING AUTHORITIES, WITH THE EXCEPTION OF THE CITY, WILL PROVIDE NO TAX INCREMENT PAYMENTS FOR THE NORTHERN EXPANSION AREA; CONFIRMING THAT THE COUNTY, THE CITY AND THE CRA AGREE THAT THE TERM OF THE NORTHWEST PROGRESSO-FLAGLER HEIGHTS CRA IS NOT EXTENDED NOR DOES THE TERM FOR THE COUNTY'S AND ANY OTHER TAXING AUTHORITY'S TAX INCREMENT PAYMENTS FOR THE ORIGINAL NORTHWEST-PROGRESSO-FLAGLER HEIGHTS COMMUNITY REDEVELOPMENT AREA EXTEND BEYOND 2025; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

Exhibit 1

**Resolution Approving Northern Boundary Expansion, Finding and Plan**



1           WHEREAS, on May 15, 2001, the City of Fort Lauderdale ("City") adopted  
2 Resolution No. 01-87 approving the Finding of Necessity ("Finding") for the Northwest-  
3 Progresso-Flagler Heights Northern Expansion Area ("Northern Expansion Area"); and

4           WHEREAS, the Northern Expansion Area, which is shown in the map in  
5 Attachment "A" herein, covers approximately 344 acres and is contiguous to the existing  
6 Northwest-Progresso-Flagler Heights Community Redevelopment Area; and

7           WHEREAS, on November 5, 2002, the City of Fort Lauderdale approved the  
8 Community Redevelopment Plan ("Plan"), which addresses the redevelopment needs in  
9 the Northern Expansion Area; and

10           WHEREAS, the Finding and the Plan were originally submitted to the Board of  
11 County Commissioners of Broward County ("County") for review in 2001 and 2002,  
12 respectively; and

13           WHEREAS, after much discussion by and between the City and the County  
14 regarding the nature of County participation in funding for the Northern Expansion Area;  
15 and

16           WHEREAS, on August 24, 2004, the County sent a letter to the CRA to  
17 document verbal communications that the City had withdrawn its proposal to expand the  
18 northern boundary of the Northwest-Progresso-Flagler Heights community  
19 redevelopment area and stated that unless notified in writing by the City or CRA staff to  
20 the contrary, County staff would not move forward in preparing a recommendation and  
21 agenda item for consideration by the Board of County Commissioners regarding the  
22 expansion of said northern boundary; and

23           WHEREAS, the County did not receive any further communication from the City  
24 regarding the Northern Expansion Area; and

1           WHEREAS, pursuant to Section 163.410, Florida Statutes, the City formally has  
2 requested, in a letter dated December 2, 2008, that the County revisit the review of the  
3 2001 Finding and the 2002 Plan for the expansion of the northern boundary of the  
4 Northwest-Progresso-Flagler Heights community redevelopment area, approve the  
5 Finding of Necessity Report, and the amended Community Redevelopment Plan to  
6 include the northern expansion area; and

7           WHEREAS, the County now desires to delegate to the City, the powers  
8 necessary to expand the northern boundary of the Northwest-Progresso-Flagler Heights  
9 community redevelopment area and implement the Plan pursuant to Chapter 163, Part  
10 III, Florida Statutes, the Community Redevelopment Act of 1969, as amended, except  
11 those powers specifically retained by the County as set forth in this Resolution; NOW,  
12 THEREFORE,

13           BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF  
14 BROWARD COUNTY, FLORIDA:

15           Section 1. The County has reviewed the Finding and the Plan and finds that  
16 the Finding and the Plan are generally consistent with Chapter 163, Part III, Florida  
17 Statutes, the Community Redevelopment Act of 1969, as amended, and hereby  
18 approves the Finding and the Plan, subject to submittal by the City/CRA of  
19 documentation requested by the County, which documentation includes, but is not  
20 limited to, recent public notice and updated data showing current demographics and  
21 redevelopment, evidence of a substantial number of deteriorated structures, and  
22 corresponding legal description of the Northern Expansion Area.

23           Section 2. The County delegates all powers designated by Chapter 163.330,  
24 et seq., Florida Statutes, the Community Redevelopment Act of 1969, as amended, to

1 the City with the exception of the following powers, which shall be retained unto the  
2 County.

3 2.1 A boundary change.

4 2.2 An extension to the term of the Plan involving the continuing contribution  
5 by the taxing authorities beyond the original plan adoption, as may have  
6 been amended.

7 2.3 A change to the Plan of such magnitude as would require a county or  
8 municipal land use plan amendment.

9 Section 3. Notwithstanding any provisions in the Finding and/or the amended  
10 Plan, the County, the City, and the CRA hereby agree that the County and any other  
11 taxing authorities, with the exception of the City, will provide no tax increment payments  
12 for the Northern Expansion Area.

13 Section 4. Notwithstanding any provisions in the Finding and/or the amended  
14 Plan, the County, the City, and the CRA hereby further agree that the approval of the  
15 Northern Expansion Area does not change the 30-year term of the original Northwest-  
16 Progresso-Flagler Heights CRA nor does it extend the 30-year term of the County's or  
17 any other taxing authority's tax increment payments for the original Northwest-  
18 Progresso-Flagler Heights community redevelopment area beyond 2025.

19 Section 5. SEVERABILITY.








20 If any section, sentence, clause or phrase of this Resolution is held to be invalid  
21 or unconstitutional by any court of competent jurisdiction, then said holding shall in no  
22 way affect the validity of the remaining portions of this Resolution.

23

24




# Fort Lauderdale Northwest-Progresso- Flagler Heights CRA Expansion Area


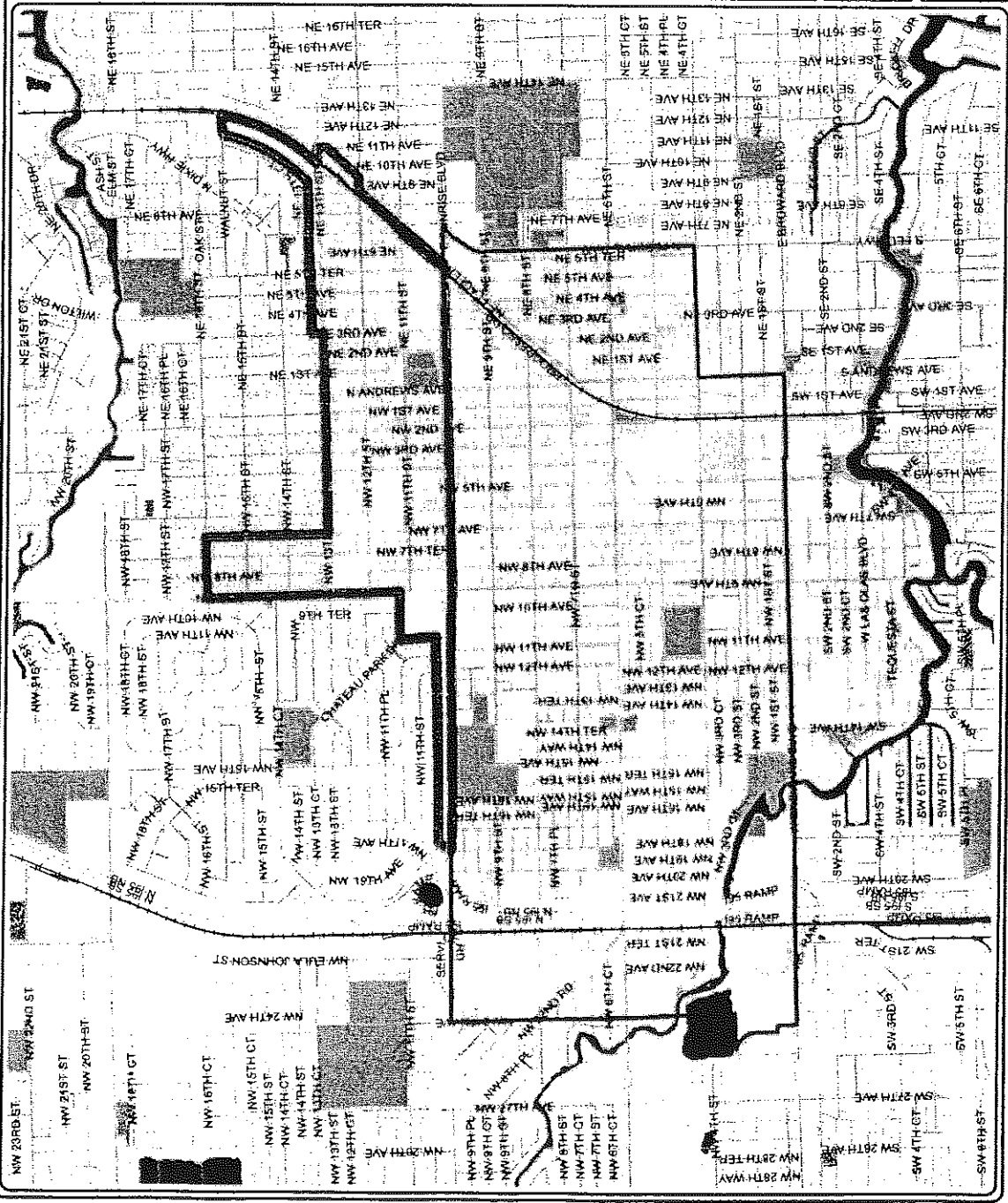
-  FEC Railroad
-  Streets
-  Existing CRA
-  Parcels
-  CRA Expansion Boundary
-  Parks
-  Water



Existing CRA and  
CRA Expansion map



February 16, 2009



CITY OF  
**FORT LAUDERDALE**  
FLORIDA

*The Venice of America*  
**JIM NAUGLE**  
MAYOR

100 NORTH ANDREWS AVENUE • 33301  
(954) 828-5003  
(954) 828-5667 Fax  
mayorjames@aol.com  
www.fortlauderdale.gov

December 2, 2008

Mayor Stacy Ritter, District 3  
Broward County Board of County Commissioners  
Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

Re: Northwest-Progresso-Flagler Heights Community Redevelopment Agency ("CRA") Boundary Expansion Request

Dear Mayor Ritter:

The City of Ft. Lauderdale is interested in expanding the boundaries and formally amending the redevelopment plan for the Northwest-Progresso-Flagler Heights ("NPF") CRA.

You may consider this a formal request to revisit a proposal developed by the City of Fort Lauderdale and submitted to Broward County to expand the NPF CRA back in 2002. On November 5, 2002 the Fort Lauderdale City Commission passed Resolution 2002-183 in support of the boundary expansion and CRA Plan amendment, and among other things created a record of support for the expansion of the NPF CRA. The resolution also recognized that a number of statutory requirements to prepare and submit an expanded and amended CRA Plan have been satisfied and that final approval of this request rests with the Broward County Board of Commissioners. A copy of City Commission Agenda Item 2002-1634, which includes Resolution 2002-183, is attached for your information as Exhibit A.

In further support of this request, the Fort Lauderdale City Commission discussed the 2002 boundary request and affirmed their support of Resolution 2002-183 and the accompanying CRA boundary expansion application at its meeting on November 18, 2008.

We look forward to working with the Broward County Board of County Commissioners on the City of Fort Lauderdale's request to expand the boundary of the NPF CRA and amend the NPF CRA Plan. You may have the appropriate officials contact City Manager George Gretsas at 954-828-5029 to further discuss this issue.

Sincerely,

Jim Naugle  
Mayor

cc: Ilene Lieberman, District 1  
Kristen D. Jacobs, District 2  
Ken Keechl, Vice Mayor/District 4  
Lois Wexler, District 5  
Sue N. Gunzburger, District 6  
John E. Rodstrom Jr., District 7  
Diana Wasserman-Rubin, District 8  
Josephus Eggeffleton, Jr., District 9  
Bertha Henry, County Administrator  
Christine Teel, District 1  
Charlotte E. Rodstrom, Vice-Mayor/District 2  
Magdalene J. Lewis, District 3  
Cindi Hutchinson, District 4  
George Gretsas, City Manager



EXHIBIT A

PH-2

MEMORANDUM NO. 02-1834

DATE: October 24, 2002

TO: Mayor Jim Naugle  
Vice-Mayor Cindi Hutchinson  
Commissioner Gloria F. Katz  
Commissioner Tim Smith  
Commissioner Carlton B. Moore

FROM: F. T. Johnson, City Manager/CRA Executive Director *ch, rain, fm*

VIA: Bud Bentley, Assistant City Manager  
Kim Jackson, CRA Director

BY: Kim Vazquez, CRA Administrative Aide

SUBJECT: November 5, 2002, Agenda - Fort Lauderdale Community  
Redevelopment Plan Revision for the Northwest-Progresso-Flagler  
Heights Expansion Area

On May 15, 2001, the City of Fort Lauderdale City Commission approved the Finding of Necessity (FONS) Report for the northern expansion of the current CRA boundary by adopting Resolution No. 01-87 (Exhibit A).

The FONS was submitted to Broward County but it was not placed on an agenda for formal approval. After discussion with the CRA Board, Advisory Board, City and CRA staff, it was decided to submit the FONS along with the required Plan revision for the expansion area at the same time for approval by the County.

According to Florida State Statute 183 Part III under which the CRA operates, all projects and initiatives should be included in the CRA Plan to warrant the use of tax increment dollars. In April 2002, the CRA issued a Request for Qualifications and hired Civic Design and Associates to write the Plan. The proposed Plan (formerly submitted as Exhibit B Memo 02-1833) envisions in part:

- Mixed-use Commercial and Residential Infill redevelopment
- NE 11<sup>th</sup> Street as mixed-use passage street
- 13<sup>th</sup> Street/Powerline Road/NE 4<sup>th</sup> Avenue/N. Andrews Avenue/NW 7<sup>th</sup> Avenue beautification with landscaping, sidewalk and lighting improvements
- Land acquisition
- Duplex conversion program
- Home Ownership

This document also includes public input received, proposed projects and programs, and an implementation strategy. The revised Plan has already completed the following mandatory processes including public notification (Exhibit B) and notices to taxing authorities (Exhibit C):

10/02/02 Plan reviewed and approved by CRA Advisory Board  
10/08/02 CRA Board reviewed and forwarded the Plan to the Planning & Zoning Board for Comprehensive Plan conformity  
10/16/02 Planning & Zoning Board found the Plan conformed to the City's Comprehensive Plan  
11/05/02 CRA Board approves the changes and forwards the Plan to the City Commission for approval.

Memorandum No. 02-1634  
October 24, 2002  
Page 2

11/05/02            City Commission holds public hearing/approval required and forwards the  
Plan to Broward County  
11/06/02            Submit the Plan to Broward County

Since no revisions were made by the CRA Board, or by the Planning and Zoning Board, City Commission approval is the final step to complete the process. We recommend the City Commission adopt a resolution approving the amendments to the NPF CRA Community Redevelopment Plan.

Attachments



CERTIFICATION

I certify this to be a true and correct copy of the record of the City of Fort Lauderdale, Florida.

WITNESSETH my hand and official seal of the City of Fort Lauderdale, Florida, this the 21 day of JUNE, 2001  
*Nancy Ball, Clerk* City Clerk

RESOLUTION NO. 01-87

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, FINDING THAT ONE OR MORE BLIGHTED AREAS AS DEFINED IN PART III, CHAPTER 163, FLORIDA STATUTES, EXIST IN THE CITY OF FORT LAUDERDALE WITHIN THAT AREA DESCRIBED AS BEING BOUNDED BY SUNRISE BOULEVARD ON THE SOUTH, INCLUDING THE COMMERCIAL CORRIDOR OF SUNRISE BOULEVARD FROM PROGRESSO DRIVE TO I-95, FROM SUNRISE BOULEVARD TO NW 10TH PLACE, NW 10TH PLACE TO NW 10TH AVENUE, NW 10TH AVENUE TO CHATEAU PARK DRIVE, CHATEAU PARK DRIVE TO NW 9TH AVENUE, NW 9TH AVENUE TO NW 16TH STREET, NW 16TH STREET TO NW 7TH AVENUE, NW 7TH AVENUE TO 13TH STREET, AND 13TH STREET TO PROGRESSO DRIVE; FINDING THAT REHABILITATION, CONSERVATION, REDEVELOPMENT, OR A COMBINATION THEREOF IN SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS AND WELFARE OF THE RESIDENTS OF THE CITY OF FORT LAUDERDALE; PROVIDING FOR CONFLICT WITH OTHER RESOLUTIONS AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fort Lauderdale Florida (the "City Commission"), adopted Resolution No. 95-86 finding the existence of one or more blighted areas existed within that area of the City of Fort Lauderdale described therein; and

WHEREAS, the area described in Resolution No. 95-86 is known and referred to as the Northwest-Progresso-Flagler Heights Community Redevelopment Area (the "Redevelopment Area"); and

WHEREAS, at the Community Redevelopment Agency Board of Commissioners meeting on July 24, 2000, the Board requested a slum and blight study of the area described as being bounded by Sunrise Boulevard on the south, including the commercial corridor of Sunrise Boulevard from Progresso Drive to I-95, from Sunrise Boulevard to NW 10th Place, NW 10th Place to NW 10th Avenue, NW 10th Avenue to Chateau Park Drive, Chateau Park Drive to NW 9th Avenue, NW 9th Avenue to NW 16th Street, NW 16th Street to NW 7th Avenue, NW 7th Avenue to NE 13th Street, and NE 13th Street to Progresso Drive (such area being referred to herein as the "Study Area"); and



WHEREAS, the Study Area is adjacent to and contiguous to the current boundary of the Redevelopment Area; and

WHEREAS, the notices required by Section 163.346, Florida Statutes (2000), have been timely published or mailed in accordance with said statute; and

WHEREAS, the City Commission has received and considered a report of the conditions of and in the Study Area that constitute blighted conditions as those conditions are described and defined in Part III, Chapter 163, Florida Statutes (2000) (the "Redevelopment Act"); and

WHEREAS, it is the desire and intention of the City Commission to find that the Study Area is blighted and should be added to the Redevelopment Area;

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

SECTION 1. That the above recitals are true, correct and incorporated into this Resolution as findings of the City Commission by this reference.

Section 2. The City Commission of the City of Fort Lauderdale, Florida, based upon evidence presented to it and in the public record, does hereby find that the Study Area is a "blighted area", as that phrase is defined in Section 163.340(8), Florida Statutes (2000).

Section 3. That the City Commission further finds that the rehabilitation, conservation or redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, morals or welfare of the residents of the City of Fort Lauderdale, Florida.

Section 4. That as a result of the finding in Section 3 that the Study Area is a "blighted area", the Study Area is a "community redevelopment area" for purposes of Redevelopment Act, and said Study Area is hereby added to the Redevelopment Area, effective upon the adoption of this Resolution.

Section 5. That the City Clerk is hereby authorized and directed to notify all "taxing authorities" as that term is defined in the Redevelopment Act, of the adoption of this Resolution.

Section 6. That this resolution shall become effective immediately upon its adoption.

ADOPTED this the 15th day of May, 2001.

  
\_\_\_\_\_  
Mayor  
JIM NAUGLE

ATTEST:

  
\_\_\_\_\_  
City Clerk  
LUCY MASLIAH

L:\COM\2001\RES\05\MAY15\01-87.MPO

## NOTICE OF PUBLIC HEARING

Pursuant to Section 163.346, Florida Statutes (2001), the City Commission of the City of Fort Lauderdale, Florida, as the governing body of the City of Fort Lauderdale, does hereby give public notice of its intention to adopt an amendment to the community redevelopment plan for the Northwest-Progresso-Flagler Heights in accordance with Section 163.360, Florida Statutes (2001). The area to which the plan amendment will apply is located in that part of the City of Fort Lauderdale containing approximately 344 acres and more particularly described as:

LANDS LYING IN SECTIONS 3 AND 4, TOWNSHIP 50 SOUTH, RANGE 42 EAST AND SECTIONS 33, 34 AND 35, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF FLAGLER DRIVE WITH THE SOUTH RIGHT OF WAY LINE OF SUNRISE BOULEVARD; THENCE WESTERLY, ALONG THE SOUTH RIGHT OF WAY LINE OF SUNRISE BOULEVARD TO ITS INTERSECTION WITH THE SOUTHWESTERLY EXTENSION OF THE WESTERLY PROPERTY LINE OF LOT 25 BLOCK "A", "REVISED PLAT OF LAUDERDALE MANORS", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 29, PAGE 46, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHEASTERLY, ALONG SAID SOUTHWESTERLY EXTENSION AND SAID WESTERLY PROPERTY LINE TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF NORTHWEST 10<sup>TH</sup> PLACE; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF NORTHWEST 10<sup>TH</sup> AVENUE; THENCE NORTH ALONG SAID EAST RIGHT OF WAY LINE TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF CHATEAU PARK DRIVE; THENCE EAST ALONG SAID SOUTH RIGHT OF WAY LINE TO THE EAST RIGHT OF WAY LINE OF NORTHWEST 9<sup>TH</sup> AVENUE; THENCE NORTH ALONG SAID EAST RIGHT OF WAY LINE TO THE INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF NORTHWEST 16<sup>TH</sup> STREET; THENCE EAST ALONG SAID NORTH RIGHT OF WAY LINE TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF NORTHWEST 7<sup>TH</sup> AVENUE; THENCE SOUTH ALONG SAID EAST RIGHT OF WAY LINE TO THE NORTH RIGHT OF WAY LINE OF NORTHWEST 13<sup>TH</sup> STREET; THENCE EAST ALONG THE NORTH RIGHT OF WAY LINE OF NORTHWEST 13<sup>TH</sup> STREET AND NORTHEAST 13<sup>TH</sup> STREET TO THE INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF NORTHEAST 3<sup>RD</sup> AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO INTERSECTION WITH THE NORTH LINE OF LOTS 10 AND 15, BLOCK 85, "PROGRESSO", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA;

EXHIBIT **B**

THENCE EASTERLY ALONG SAID WESTERLY EXTENSION, SAID NORTH LINE AND THE EASTERLY EXTENSION THEREOF AND THE NORTH LINE OF LOTS 10 AND 15, IN BLOCKS 88 AND 87, IN SAID "PROGRESSO" AND THEIR EASTERLY AND WESTERLY EXTENSIONS TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF NORTHEAST 5<sup>TH</sup> TERRACE; THENCE NORTHERLY ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 10 FEET MORE OR LESS TO THE NORTH LINE OF "H. C. BROCK'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID NORTH LINE AND ALONG THE SOUTH LINE OF THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 42 EAST TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 21, BLOCK 2, OF "HOLLY HEIGHTS", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 60, PAGE 18, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION A DISTANCE OF 6.38 FEET MORE OR LESS TO THE SOUTH LINE OF SAID BLOCK 2, "HOLLY HEIGHTS"; THENCE EASTERLY AND NORTHERLY ALONG THE SOUTHERLY AND EASTERLY BOUNDARIES OF SAID BLOCK 2 TO THE SOUTH RIGHT OF WAY LINE OF NORTHEAST 15<sup>TH</sup> STREET; THENCE EASTERLY ALONG THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF NORTHEAST 15<sup>TH</sup> STREET TO THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE NORTH RIGHT OF WAY LINE OF NORTH EAST 13<sup>TH</sup> STREET; THENCE EASTERLY ALONG SAID NORTH RIGHT OF WAY LINE TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF NORTHEAST 11<sup>TH</sup> AVENUE; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND SAID RIGHT OF WAY LINE TO THE NORTHWESTERLY RIGHT OF WAY LINE OF FLAGLER DRIVE; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE TO THE INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF NORTHEAST 12<sup>TH</sup> STREET; THENCE WEST ALONG SAID RIGHT OF WAY LINE TO THE INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF FLAGLER DRIVE; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND ITS SOUTHWESTERLY EXTENSION TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

By its adoption of Resolution No. 01-87, on May 15, 2001, the City Commission of the City of Fort Lauderdale found the area to be a "blighted area," as that term is defined in Section 163.340(8), Florida Statutes (2001).

The City Commission will consider a resolution immediately after a public hearing to be held on Tuesday, November 5, 2002, beginning at 6:00 p.m. or as soon thereafter as possible, in the City Commission Room, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida.

All interested parties may appear at said public hearing and be heard with respect to the proposed resolution.

A copy of the proposed plan amendment is on file at the Northwest-Progresso-Flagler Heights CRA office, at the Community and Economic Development Department, 101 N.E. 3rd Avenue, Suite 300, Fort Lauderdale, Florida.

LUCY MASLIAH  
City Clerk  
City of Fort Lauderdale, Florida

**NOTE:** If any person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing, he/she will need a record of the proceedings, and for such purpose he/she may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Anyone needing auxiliary services to assist in participation at the meeting, please contact the City Clerk at (954) 828-5002 two days prior to the meeting.

Publish: 10/26/02

NOTICE TO TAXING AUTHORITY

Pursuant to Section 163.346, Florida Statutes (2001), the City Commission of the City of Fort Lauderdale, Florida, as the governing body of the City of Fort Lauderdale, does hereby give public notice to each taxing authority, as that term is defined in Section 163.340(2), Florida State Statutes (2001), of its intention to adopt a resolution in accordance with Section 163.360, Florida Statutes (2001) amending the community redevelopment plan for the Northwest-Progresso-Flagler Heights community redevelopment area. The area to which the plan amendment will apply is located in that part of the City of Fort Lauderdale containing approximately 344 acres and more particularly described as:

LANDS LYING IN SECTIONS 3 AND 4, TOWNSHIP 50 SOUTH, RANGE 42 EAST AND SECTIONS 33, 34 AND 35, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF FLAGLER DRIVE WITH THE SOUTH RIGHT OF WAY LINE OF SUNRISE BOULEVARD; THENCE WESTERLY, ALONG THE SOUTH RIGHT OF WAY LINE OF SUNRISE BOULEVARD TO ITS INTERSECTION WITH THE SOUTHWESTERLY EXTENSION OF THE WESTERLY PROPERTY LINE OF LOT 25 BLOCK "A", "REVISED PLAT OF LAUDERDALE MANORS", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 29, PAGE 48, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHEASTERLY, ALONG SAID SOUTHWESTERLY EXTENSION AND SAID WESTERLY PROPERTY LINE TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF NORTHWEST 10<sup>TH</sup> PLACE; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF NORTHWEST 10<sup>TH</sup> AVENUE; THENCE NORTH ALONG SAID EAST RIGHT OF WAY LINE TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF CHATEAU PARK DRIVE; THENCE EAST ALONG SAID SOUTH RIGHT OF WAY LINE TO THE EAST RIGHT OF WAY LINE OF NORTHWEST 9<sup>TH</sup> AVENUE; THENCE NORTH ALONG SAID EAST RIGHT OF WAY LINE TO THE INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF NORTHWEST 16<sup>TH</sup> STREET; THENCE EAST ALONG SAID NORTH RIGHT OF WAY LINE TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF NORTHWEST 7<sup>TH</sup> AVENUE; THENCE SOUTH ALONG SAID EAST RIGHT OF WAY LINE TO THE NORTH RIGHT OF WAY LINE OF NORTHWEST 13<sup>TH</sup> STREET; THENCE EAST ALONG THE NORTH RIGHT OF WAY LINE OF NORTHWEST 13<sup>TH</sup> STREET AND NORTHEAST 13<sup>TH</sup> STREET TO THE INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF NORTHEAST 3<sup>RD</sup> AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO INTERSECTION WITH THE NORTH LINE OF LOTS 10 AND 15, BLOCK 85, "PROGRESSO", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION SAID

EXHIBIT "C"

NORTH LINE AND THE EASTERLY EXTENSION THEREOF AND THE NORTH LINE OF LOTS 10 AND 15, IN BLOCKS 86 AND 87 IN SAID "PROGRESSO" AND THEIR EASTERLY AND WESTERLY EXTENSIONS TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF NORTHEAST 5<sup>TH</sup> TERRACE; THENCE NORTHERLY ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 10 FEET MORE OR LESS TO THE NORTH LINE OF "H. C. BROCK'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID NORTH LINE AND ALONG THE SOUTH LINE OF THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 42 EAST TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 21, BLOCK 2, OF "HOLLY HEIGHTS", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 80, PAGE 18, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION A DISTANCE OF 8.38 FEET MORE OR LESS TO THE SOUTH LINE OF SAID BLOCK 2, "HOLLY HEIGHTS"; THENCE EASTERLY AND NORTHERLY ALONG THE SOUTHERLY AND EASTERLY BOUNDARIES OF SAID BLOCK 2 TO THE SOUTH RIGHT OF WAY LINE OF NORTHEAST 15<sup>TH</sup> STREET; THENCE EASTERLY ALONG THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF NORTHEAST 15<sup>TH</sup> STREET TO THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE NORTH RIGHT OF WAY LINE OF NORTH EAST 13<sup>TH</sup> STREET; THENCE EASTERLY ALONG SAID NORTH RIGHT OF WAY LINE TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF NORTHEAST 11<sup>TH</sup> AVENUE; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND SAID RIGHT OF WAY LINE TO THE NORTHWESTERLY RIGHT OF WAY LINE OF FLAGLER DRIVE; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE TO THE INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF NORTHEAST 12<sup>TH</sup> STREET; THENCE WEST ALONG SAID RIGHT OF WAY LINE TO THE INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF FLAGLER DRIVE; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND ITS SOUTHWESTERLY EXTENSION TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

By its adoption of Resolution No. 01-87, on May 15, 2001, the City Commission of the City of Fort Lauderdale found the area to be a "blighted area," as that term is defined in Section 163.340(8), Florida Statutes (2001).

The City Commission will consider a resolution making certain findings and determinations as required by Section 163.360, Florida Statutes (2001) and adopting the plan amendment immediately after a public hearing to be held on Tuesday, November 5, 2002, beginning at 6:00 p.m. (EST), or as soon thereafter as possible, in



**AGENDA ITEM REQUEST FORM**

**CITY COMMISSION MEETING  
DATE: November 5, 2002**

For City Clerk's Office Use Only:

	LK	BB	GAK
REVIEWED			
APPROVED	LK	B	J

**PH-2**

<b>CONFERENCE AGENDA</b> <input type="checkbox"/> Old/New Business - Requires Presentation <input type="checkbox"/> Conference Reports	<b>REGULAR AGENDA</b> <input type="checkbox"/> Consent Agenda   <input type="checkbox"/> Motion for Discussion <input checked="" type="checkbox"/> Public Hearing   <input type="checkbox"/> Ordinance   <input checked="" type="checkbox"/> Resolution
--	---

**TITLE OF AGENDA ITEM (SUBJECT):**  
Fort Lauderdale Community Redevelopment Plan Revision of the Northwest-Progresso-Flagler Heights Expansion Area

**DESCRIPTION OF ITEM AND ACTION DESIRED:**  
Motion to approve amending the current Community Redevelopment Plan for the Northwest-Progresso-Flagler Heights Area .

**FUNDS REQUESTED (PROVIDE INDEX CODE, SUBJECT, AND TITLE OF SUBJECT):**

**RECOMMENDED ACTION (Use ONLY for Regular Agenda):**  
 Motion to Approve  Introduce Ordinance  Introduce Resolution

**APPEARANCE (NAMES AND TITLES OF OUTSIDE INDIVIDUALS ONLY):**

**EXHIBITS:** AGENDA MEMO NO. 02-1634 FROM CITY MANAGER  
OTHER: \_\_\_\_\_

**COMMENTS/NOTES:**  
Related to CRA 02-1633

**SIGNATURE OF DEPARTMENT HEAD:** Kim Jackson, CRA Director **DATE:** October 24, 2002  
**NAME AND TITLE OF AUTHOR:** Kim Varner, CRA Administrative Aide **PHONE NUMBER:** 828-8933  
**DISTRIBUTION:** ORIGINAL TO CITY CLERK'S OFFICE COPY TO CITY ATTORNEY'S OFFICE COPY FOR DEPARTMENT FILES

RESOLUTION NO. 02-183

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, RELATING TO COMMUNITY REDEVELOPMENT; MAKING FINDINGS; ADOPTING AN AMENDMENT TO THE NORTHWEST PROGRESSO-FLAGLER HEIGHTS ("NPF") COMMUNITY REDEVELOPMENT PLAN TO INCLUDE THE EXPANDED AREA IN THE NPF COMMUNITY REDEVELOPMENT AREA DESCRIBED IN RESOLUTION 01-87; AUTHORIZING IMPLEMENTATION OF THE PLAN AS AMENDED AND AUTHORIZING TRANSMITTAL TO BROWARD COUNTY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted Resolution 95-86 on June 2, 1995, finding the existence of blight conditions in that area of the City of Fort Lauderdale, known as the Northwest-Progresso-Flagler Heights Community Redevelopment Area, as more particularly described in that resolution, (such area being referred to herein as the "Community Redevelopment Area") and declared the City Commission of the City of Fort Lauderdale (the "City Commission") to be the Community Redevelopment Agency ("CRA") for that area; and

WHEREAS, by adoption of Resolution 95-170, the Northwest Progresso Flagler Heights Redevelopment Area Plan was approved by the City Commission on November 7, 1995 (the "1995 Plan"); and

WHEREAS, by adoption of Resolution 95-1084 on November 26, 1995, the Broward County Board of County Commissioners ("County Commission") approved the 1995 Plan; and

WHEREAS, by adoption of Resolution No. 01-86 on May 15, 2001, an amendment to the Northwest Progresso Flagler Heights Redevelopment Area Plan was approved by the City Commission; and

WHEREAS, by adoption of Resolution No. 01-87 adopted by the City Commission of the City of Fort Lauderdale at its meeting of May 15, 2001, the City Commission found the existence of one or more blighted areas within an area of the City and determined it to be a community redevelopment area; such area being referred to as the "Expanded Area") and added it to the Community Redevelopment Area; and

WHEREAS, an amended version of the 1995 Plan (the "Amended Plan") has been prepared which addresses the redevelopment needs in the Expanded Area; and

WHEREAS, on October 16, 2002, the Planning & Zoning Board of the City of Fort Lauderdale, as the City's local planning agency for purposes of the Local Government Comprehensive Planning and Land Development Regulation Act (codified as Part II, Chapter 163, Florida Statutes (2002), determined the Amended Plan is in conformity with the City's comprehensive plan for the City as a whole, and recommended the CRA and the City Commission approve the Amended Plan; and

WHEREAS, the CRA on November 5, 2002, approved the Amended Plan and recommended its adoption to the City Commission; and

WHEREAS, a copy of the Amended Plan was submitted by the CRA to the City Commission, to Broward County, and the North Broward Hospital District and such other taxing authorities which levy ad valorem taxes on taxable real property contained within the geographic boundaries of the Community Redevelopment Area; and

WHEREAS, the notices required by Section 163.346, Florida Statutes (2000), have been published and mailed as required therein, and a public hearing regarding the Amended Plan was held by the City Commission;

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

SECTION 1. Incorporating Recitals. The City Commission finds, declares and determines that the matters set forth in the foregoing recitals are true and correct and are incorporated herein as a part of this Resolution.

SECTION 2. Finding of Conformance with Comprehensive Plan. The City Commission hereby finds, determines and declares that the Amended Plan for the Expanded Area marked Exhibit "A" and on file with the City Clerk conforms to the general comprehensive plan of City of Fort Lauderdale as a whole.

SECTION 3. Finding of Adequacy of Recreational Facilities. The City Commission hereby finds, determines and declares that the Amended Plan gives due consideration to the provision of adequate park and recreational areas and facilities that are desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the Community Redevelopment Area.

SECTION 4. Finding of Relocation. The City Commission finds that to the extent any relocation of families may be necessary a feasible method for the relocation of families who will be displaced from the Community Redevelopment Area in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families is provided in the Amended Plan.

SECTION 5. Finding of Maximum Opportunity. The City Commission hereby finds that although the Amended Plan contemplates that most improvements will be undertaken by the City or the CRA, the Amended Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the rehabilitation or redevelopment of the Expanded Area by private enterprise to the extent contemplated by the Amended Plan.

SECTION 6. Adoption of Amended Plan. The City Commission does hereby adopt the Amended Plan as the amended and updated community redevelopment plan for the Community Redevelopment Area including the Expanded Area and authorizes and directs the Community Redevelopment Agency to proceed with the implementation of the Amended Plan.

SECTION 7. Technical Corrections. The City Commission does hereby authorize appropriate City and CRA officials to make such technical, conforming, and correcting changes to the Amended Plan from time to time as may be identified that do not affect the substance of the plan's goals, objectives, and actions.

SECTION 8. Effective Date. That the Amended Plan shall be effective on the date that the Board of County Commissioners of Broward County approves the Amended Plan.

ADOPTED this the 5th day of November, 2002.



Mayor  
JIM NADGLE

ATTEST:



City Clerk  
LUCY KISELA

E:\COMB2002\RESOR\NOV5\02-183.WPD



Division of Commerce

CITY OF  
FORT LAUDERDALE

CITY CLERK'S OFFICE  
ORDINANCE AND RESOLUTION DISTRIBUTION

Department/Division	Staff Representative
Administrative Services	Diana McDowell
Budget Office	Margaret Evan
Community/Comprehensive Planning	Mara Fishkin
Community Development	Robert McDonald
Construction Services	Michael Foley
Docks and Waterways	Nelson Brown
Economic Development	John Hoot
Engineering	Tony Irvine
Executive Airport	Timothy Griscu/Felicia Rosado
Finance	Linda Cohen
Fire-Rescue	Hester Brinson
General Employees Pension	Dave Diamond
Internal Audit	Nancy Foley
Labor Relations	Donna Kindt
Parking	Douglas Gottshall
Parks and Recreation	Lori Olmstead
Personnel	Healy Davidson
Police	Jerry Crispney
Police and Firefighters Pension	Sup Lene
Police Legal	Lynn Wenger
Public Services	Jean Cunningham
Real Estate	Rose Klarman
Sanitation Rate Increases	Victor Votri
Street Name Additions and Changes	Ed Udvary
Treasury	Paul Paragonis, 180 Wm. Broward County Traffic Engineering Bldg. #201, P.O. Box 212, U.S. Post Office
Water and Sewer Rate Increases	Barbara Fabian
OTHER:	Rose Klarman
OTHER:	111
OTHER:	6107 1 & 2
Other Agencies/Individuals	
Adjacent	
Broward County Library	
Broward County Records	
Property Appraiser	
OTHER:	
OTHER:	
OTHER:	



**BERTHA W. HENRY**, County Administrator  
115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7362 • FAX 954-357-7380

January 23, 2009

Mr. George Gretsas, City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

Dear Mr. Gretsas:

**Subject: Northwest-Progresso-Flagler Heights Community Redevelopment Area (NP-FH CRA) Boundary Expansion**

This letter acknowledges receipt of Mayor Naugle's letter, dated December 2, 2008, requesting that the County revisit the 2002 proposal developed by the City of Fort Lauderdale to expand the NP-FH CRA. The County will review the 2001 Finding of Necessity Report and the 2002 Community Redevelopment Plan for the Northwest-Progresso-Flagler Heights Expansion Area in accordance with ss. 163.410 FS, once the City has provided additional information necessary to refresh the application. This information includes an update of demographic data and public outreach efforts; a description of any redevelopment activity within the expansion area that has occurred since the time of the original submission; and documentation of a substantial number of deteriorated structures within the area.

As you are aware, the County's policy is to withhold County participation in tax increment financing for new community redevelopment areas or expansion of existing community redevelopment areas. Therefore, any action of the County resulting in approval of an expansion of the NP-FH CRA, will not in any way convey, authorize or approve the use of County tax increment financing (TIF) for the expansion area.

If you have any questions or would like additional information, please contact Gregory Stuart, Planning and Redevelopment Division Director at 954-357-6634.

Sincerely,

A handwritten signature in black ink, appearing to read "Bertha Henry", is written over a large, stylized signature graphic that extends across the width of the signature block.

Bertha Henry  
County Administrator

cc: The Honorable Stacy Ritter, Mayor, and Members of Broward County Board of County Commissioners  
The Honorable Jim Naugle, Mayor, and Members of Fort Lauderdale City Commission  
Jeffery Newton, County Attorney  
Cynthia Chambers, Director, Environmental Protection and Growth Management Department  
Gregory Stuart, Director, Planning and Redevelopment Division  
Kayla Olsen, Director, Office of Management and Budget

## Exhibit 6

### **Background on Finding of Necessity and Plan Approvals**

On June 20, 1995, the City of Fort Lauderdale (City) adopted Resolution No. 95-86, which found that the Fort Lauderdale Northwest-Progresso-Flagler Heights Community Redevelopment Area was a slum and blighted area, as defined in Chapter 163, Part III, Florida Statutes, the Community Redevelopment Act of 1969, as amended, and declared the City Commission to be the CRA.

On November 7, 1995, the City Commission approved the Community Redevelopment Plan (Plan) for the Northwest-Progresso-Flagler Heights Community Redevelopment Area and the Board of County Commissioners of Broward County Florida (County) approved the Plan on November 28, 1995.

On December 12, 2000, the Konover property was annexed into the City by ordinance.

On May 15, 2001, the Fort Lauderdale City Commission adopted Resolution No. 01-87 approving the Finding of Necessity for the Northwest-Progresso-Flagler Heights Northern Expansion Area (NEA).

On July 10, 2001, the City adopted Resolution No. 01-121, which approved the Slum and Blight Study for the Western Expansion Area (WEA) also known as the Konover property.

On March 5, 2002, the County adopted Resolution No. 2002-139, which approved the WEA and the Finding of Necessity Report, subject to the County retaining the powers to authorize the collection of additional tax increment from the expansion area, until the County approved the amended Plan, and entering into an interlocal agreement outlining the CRA's obligations and responsibilities to each taxing authority.

On November 5, 2002, the Fort Lauderdale City Commission approved the Plan for the NEA.

On August 14, 2003, the County executed an interlocal agreement with the City and the CRA for the WEA.



Exhibit 5

The Finding, Plan and Additional Materials provided by the City/CRA  
are available for viewing in the offices of the  
Planning and Redevelopment Division  
Environmental Protection and Growth Management Department  
Broward County Governmental Center Room 329K

**ITEM # 48**

**ADDITIONAL  
AGENDA  
MATERIAL**

**February 24, 2009  
Board Meeting  
10:00 A.M.**

COUNTY RECORDS DIV.  
DOCUMENT CONTROL

2009 FEB 24 10 11 26

**Submitted by County Auditor**



COUNTY AUDITOR

115 S. Andrews Avenue, Room 520, Ft. Lauderdale, FL 33301 • 954-357-7590 • FAX 954-357-7592

February 23, 2009

To: Mayor and Members, Board of County Commissioners  
From: Evan A. Lukic, County Auditor  
Subject: Agenda Item #48 – Expansion of the Northern Boundary of the Northwest-Progresso-Flagler Heights CRA

---

We recommend that Section 3 of the Resolution be amended by adding the following phrase at the end of the sentence; "and that no tax increment payments from the County, and any other taxing authorities, with the exception of the city, arising from the original Fort Lauderdale Northwest-Progresso-Flagler Heights CRA will be used to fund the redevelopment of the Northern Expansion Area".

We believe the addition of the above language clarifies the parties' intention that no tax increment payments from the County and other taxing authorities will be used to fund redevelopment within the Northern Expansion Area.

EAL/ng

cc: Bertha Henry, County Administrator  
Jeffrey Newton, County Attorney

Broward County Board of County Commissioners

Josephus Eggleston, Jr. • Sue Gunzburger • Kristin D. Jacobs • Ken Keechi • Ilene Lieberman • Stacy Ritter • John E. Rodstrom, Jr. • Diana Wasserman-Rubin • Lois Wexler  
www.broward.org

**Item # 48**

**ADDITIONAL MATERIAL  
SUBMITTED AT THE REQUEST OF  
COMMISSIONER RODSTROM**

**February 24, 2009**

**10:00 a.m.**

COUNTY RECORDS DIV  
DOCUMENT CONTROL


2009 FEB 24 AM 11:22

# Memorandum

No. 09-0205

City Attorney's Office

To: Mayor Jim Naugle  
Vice-Mayor Charlotte E. Rodstrom  
Commissioner Christine Teel  
Commissioner Magdalene J. Lewis  
Commissioner Cindi Hutchinson

From: Harry A. Stewart, City Attorney 

Date: February 23, 2009

Re: Proposed Northwest-Progresso-Flagler Heights Community  
Redevelopment Area ("NPF CRA" or "Area") Expansion

Broward County Resolution 95-1084 provides that any substantive amendments to the NPF CRA shall be reviewed and approved by the Broward County Board of Commissioners ("County"). The City of Fort Lauderdale ("City") Resolution No. 99-88 provides an understanding by the City that the term "substantial" includes an expansion to the boundary of a community redevelopment area and that any expansion of a boundary of a community redevelopment area shall require approval by the County.

In 2002, the City of Fort Lauderdale (City) forwarded to Broward County (County) a resolution requesting approval of an amendment to the NPF CRA Plan which would have expanded the boundaries of the NPF CRA. No formal action was taken by the Board of County Commissioners regarding the Plan amendment at that time.

The City has recently requested that the County reconsider approving the boundary expansion of the current NPF CRA and amend the Area's Plan to include the newly expanded boundaries. The County sent a letter to the City dated January 23, 2009, requesting additional information to refresh the application and in it indicated that the County's policy is to withhold County participation in tax increment financing (TIF) for expansion of existing community redevelopment areas.

Our office has been asked by Commissioner Rodstrom whether TIF from the current Area could be used in the expanded area if the County approves the amendment to the NPF CRA Plan.

Redevelopment in the Area is currently financed by TIF funds in a redevelopment trust fund for the Area as established by City Ordinance No. C-95-67. Florida Statutes, Section 163.387(1), regarding redevelopment trust funds provides in

City Attorney Memorandum  
February 23, 2009  
Page -2-

pertinent part that, "[f]unds allocated to and deposited into this fund shall be used by the agency to finance or refinance any community redevelopment it undertakes pursuant to the approved community redevelopment plan." Florida Statutes, Section 163.387 (6), also provides in pertinent part that, "[m]oneys in the redevelopment trust fund may be expended from time to time for undertakings of a community redevelopment agency as described in the community redevelopment plan ...."

If the boundary expansion is approved by the County and the Area's Plan is amended to include the newly expanded area, it appears that the statute would not prohibit the spending of funds in the redevelopment trust fund within any portion of the area which is in furtherance of the Amended Plan. City Ordinance No. C-95-87, however, will need to be amended to reflect the boundaries of the newly expanded Area.

An approval of the expansion of the Area and a corresponding amendment to the Area's Plan would indicate that there is sufficient evidence that the properties within the expansion boundaries are related to and affecting the existing Area. The slum or blight of any particular property within the current Area or expanded Area negatively impacts the entire Area and therefore the improvement of any property within the current Area or expanded Area will improve and benefit the entire Area and further the Plan.

Based on the foregoing analysis, we have found nothing that would legally prohibit use of TIF from the current Area in the newly expanded area if the expansion and corresponding Plan amendment is approved by the County. However, due to the equitable considerations involving spending TIF money in an area where no TIF dollars are collected, and in an abundance of caution, I would recommend that we seek further clarification by asking the Attorney General for an opinion on the matter.

The use of TIF in the newly expanded area will also need to be examined from a policy perspective. Often funding requests for projects within the Area are analyzed based upon the TIF revenue they are expected to generate versus the funding requested. Whether projects will continue to be analyzed and recommended in this manner within the expanded area will be a determination that needs to be made by staff and the CRA Board.

cc: George Gretsas  
John Herbst  
Jonda Joseph  
Alfred Battle

L:\DJ\MMEMOS\2009\CRA expansion TIF.doc

# AGENDA ITEM REQUEST FORM

**CITY COMMISSION MEETING**  
**DATE: May 15, 2001**

For City Clerk's Office Use Only:

	LM	BB	GK	PW
REVIEWED		B		
APPROVED	LM			

**PH-3**

<p><b>CONFERENCE AGENDA</b></p> <p><input type="checkbox"/> Old/New Business - Requires Presentation</p> <p><input type="checkbox"/> Conference Reports</p>	<p><b>REGULAR AGENDA</b></p> <p><input type="checkbox"/> Consent Agenda <input type="checkbox"/> Motion for Discussion</p> <p><input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution</p>
---	--

**TITLE OF AGENDA ITEM (SUBJECT):**

Resolution to approve the expansion of the boundaries to the existing Northwest-Progresso-Flagler Heights Community Redevelopment Area (NPF CRA)

**DESCRIPTION OF ITEM AND ACTION DESIRED:**

Approve the Finding of Necessity Report to expand the current NPF CRA boundaries.

**FUNDS REQUESTED (PROVIDE INDEX CODE, SUBJECT, AND TITLE OF SUBJECT):**

**RECOMMENDED ACTION (Use ONLY for Regular Agenda):**

Motion to Approve  Introduce Ordinance  Introduce Resolution

**APPEARANCE (NAMES AND TITLES OF OUTSIDE INDIVIDUALS ONLY):**

Bill Keith, Keith & Associates, Inc.

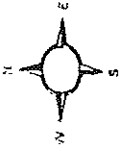
**EXHIBITS:** AGENDA MEMO NO. 01-703 FROM CITY MANAGER  
**OTHER:** \_\_\_\_\_

**COMMENTS/NOTES:**

**SIGNATURE OF DEPARTMENT HEAD:** Kim Jackson **DATE:** May 3, 2001

**NAME AND TITLE OF AUTHOR:** Kim Jackson **PHONE NUMBER:** 762-8953

**DISTRIBUTION:** ORIGINAL TO CITY CLERK'S OFFICE      COPY TO CITY ATTORNEY'S OFFICE      COPY FOR DEPARTMENT FILES



**EXPANSION  
BOUNDARY**

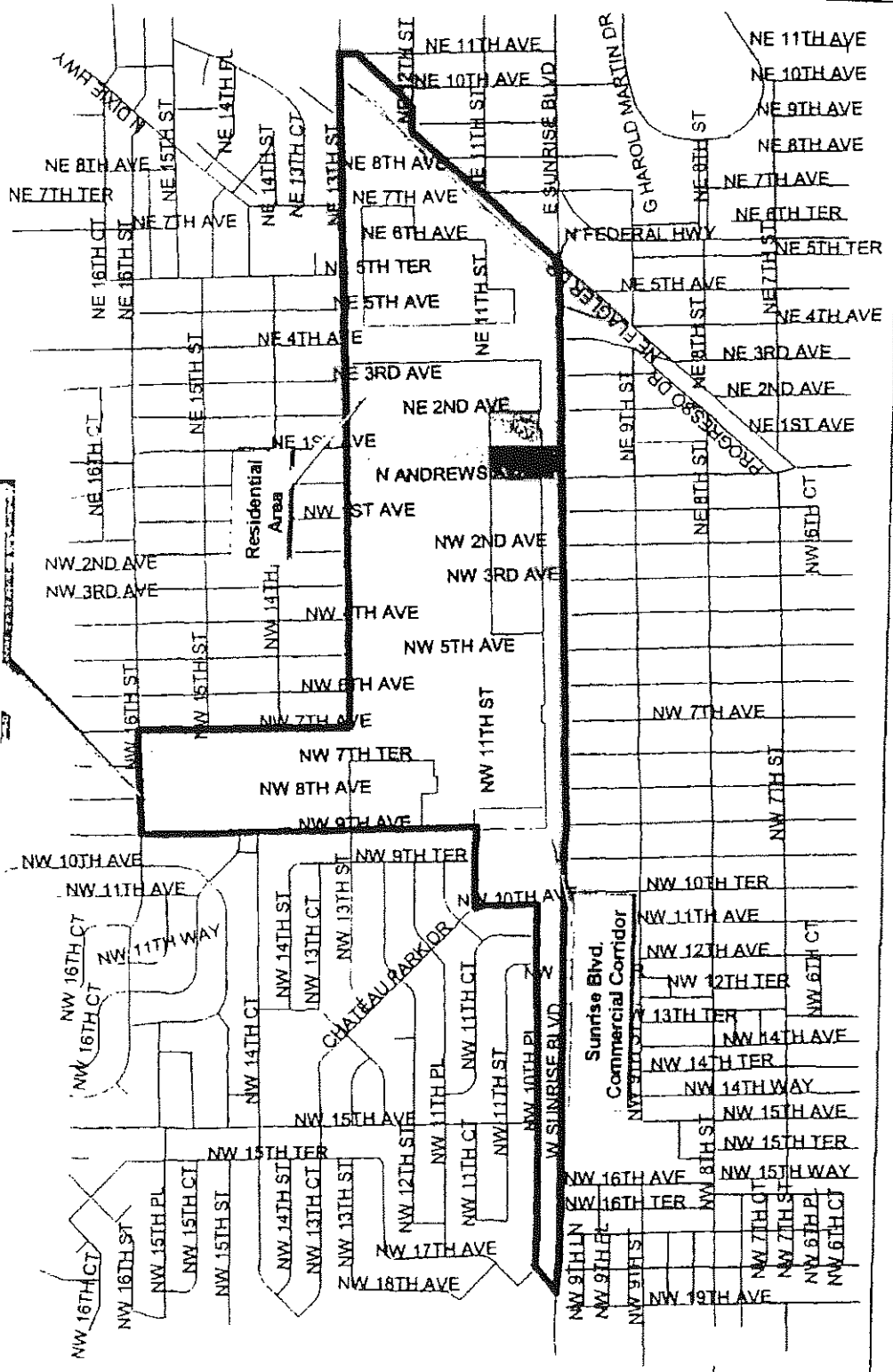


Exhibit 1



NORTHWEST-PROGRESSO-FLAGLER HEIGHTS REDEVELOPMENT  
ADVISORY BOARD

April 25, 2001 - 3:30 P.M.  
101 Northeast 3rd Avenue, 1st Floor  
Fort Lauderdale, Florida

E X C E R P T

Presentation by Keith & Associates, Inc. on the Finding  
of Necessity Document of Conditions for the Proposed  
Expansion Area to the District - Bill Keith

Pursuant to Florida statute 163, the County was required to create a document substantiating the slum and blight conditions of the proposed area before consideration will be entertained for the current district boundaries to be expanded. The finding of necessity and the details of the slum and blight study will be brought forth as an agenda item, before the County Commissioners, in the form of an application for final consideration.

Keith & Associates, Inc. was tasked to undertake the study for the purpose of documenting the finding of necessity. Mr. Keith presented the results to this Board in the form of a comprehensive, lengthy report, highlighting the key points. The expansion area was defined geographically as bordering the current CRA district on the south, west to I95, east to Flager Drive, and Sunrise Boulevard to the north. There were 344 additional acres comprised in this study.

The factors considered included:

1. Inadequate street layouts
2. Faulty lot layouts
3. Deterioration of sites
4. Outdated buildings
5. Density patterns
6. Tax assessment delinquency
7. Diversity of ownership
8. Inadequate transportation and parking

Mr. Keith presented maps defining residential and commercial parcels, vacant parcels, multiple zoning classifications, and current public facilities. Of the 866 residential properties in this area, 399 needed some form of visual repair, or 46%. Of the 212 commercial structures, 54 had serious problems, or 25.5%. The vacancy rate in the commercial area was well in excess of 20%. The

property analysis map from the Property Assessor's Office indicated a stagnated tax base for this area, with the average value listed at \$74,775.00. Compared to city wide average values of \$144,000.00, this represents a difference of almost 50%. The study area had a 10.9% rate of unemployment versus the city wide rate of 6.7%.

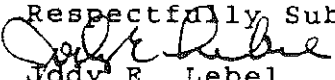
The conclusion of Keith & Associates, Inc. was that this area meets the criteria for a finding of necessity for redevelopment as established by chapter 163 Florida statutes and Broward County Administrative Code section 18.86. The items that justified the findings are as follows:

1. Faulty, inadequate, unsafe street layout
2. Inadequate transportation facilities to handle present and future requirement
3. Inadequate parking facilities
4. Faulty lot configuration
5. Deterioration of sites
6. Unsanitary, unsafe water and waste water conditions
7. Tax base stagnation
8. Diversity of ownership on small parcels

It is the opinion of Keith & Associates, Inc., given all the circumstances set forth in the report, that the study area met the criteria set forth needed to classify it as an expansion area for the CRA.

Attorney Dunckel recommended acceptance of the study and adoption of the findings by this Board, and recommended approval and adoption of the findings by the City Commission, and endorsement of the same.

Mr. Jones made a motion that the CRA Advisory Board accept the findings of fact generated by Keith & Associates, Inc. and recommended the adoption of those findings. He further recommended approval of the findings by the CRA Board and recommended that the City Commission do the same, and in addition recommended that the City Commission endorse the expansion of the CRA boundaries as stated. Mr. Carter seconded the motion, a vote was taken and the motion passed unanimously.

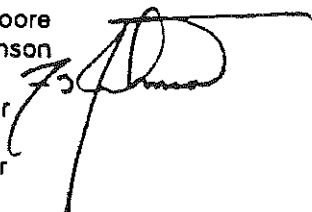
Respectfully Submitted,  
  
Jody E. Lebel  
Court Reporter/Notary

MEMORANDUM NO. 01-703

PH-3

DATE: May 9, 2001

TO: Mayor Jim Naugle  
Vice Mayor Gloria F. Katz  
Commissioner Tim Smith  
Commissioner Carlton B. Moore  
Commissioner Cindi Hutchinson

FROM: F. T. Johnson, City Manager 

BY: Kim Jackson, CRA Manager

SUBJECT: May 15, 2001 Agenda – Northwest-Progresso-Flagler Heights Boundary Expansion

In October of 2000, the Fort Lauderdale Community Redevelopment Agency hired Keith and Associates, Inc. to conduct a finding of necessity report for the expansion of the boundaries (Exhibit 1) of the Northwest-Progresso-Flagler Heights Community Redevelopment Area. The consulting firm has collected the data and documentation required under Florida State Statute 163 Part III to begin the approval process for the expansion. On April 25<sup>th</sup>, 2001, the NPF CRA Advisory Board received a presentation by Mr. Bill Keith and has recommended approval of a resolution expanding the boundaries of the NPF CRA as described in the Finding of Necessity study (Exhibit 2). On May 8, 2001, the NPF CRA Board of Directors received a presentation and copy of the Finding of Necessity report for the expansion area. Currently a copy is available in the City Commission Office if further review is necessary.

The next step, provided the City Commission approves of the expansion, is to forward the Finding of Necessity to the County Commission for review.

**Recommendation**

A motion to recommend approval of the expansion of the NPF CRA boundaries to enable review by the County Commission.

Attachments

**PUBLIC HEARINGS**

**Small Scale Future Land Use Map Amendment – Adoption of Texaco Site - Prospect Wellfield Area (Prospect Road and State Road 7) (PZ Case No. 20-R-01)** (PH-1)

A public hearing to consider an ordinance to adopt the Small Scale Future Land Use Map Amendment to include the Texaco site, located in the Prospect Wellfield area, within our city limits on the Future Land Use Map and assign a Future Land Use Designation of Conservation.

**Recommend:** Open hearing; close hearing; introduce ordinance on first reading.  
**Exhibit:** Memo No. 01-445 from City Manager.

**Amendment to the Community Redevelopment Plan – Northwest-Progresso-Flagler Heights Community Redevelopment Area (CRA)** (PH-2)

A public hearing to consider a resolution in accordance with Section 163.360, Florida Statutes (2000), adopting an amended and updated Community Redevelopment Plan for the CRA located in the incorporated area of the City of Fort Lauderdale known as the Northwest-Progresso-Flagler Heights CRA. Notice of public hearing was published May 5, 2001.

**Recommend:** Open hearing; close hearing; introduce resolution.  
**Exhibit:** Memo No. 01-717 from City Manager.

**Expansion of Boundaries to Existing Northwest-Progresso-Flagler Heights Community Redevelopment Area (CRA)** (PH-3)

A public hearing to consider a resolution in accordance with Section 163.355, Florida Statutes (2000), finding a slum or blighted area exists in the City of Fort Lauderdale, and further finding the rehabilitation, conservation, or redevelopment, or combination thereof, of such area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City of Fort Lauderdale. Notice of public hearing was published May 5, 2001.

**Recommend:** Open hearing; close hearing; introduce resolution.  
**Exhibit:** Memo No. 01-703 from City Manager.

# AGENDA ITEM REQUEST FORM

CITY COMMISSION MEETING

DATE: November 5, 2002

For City Clerk's Office Use Only:

	LK	BB	GAK
REVIEWED			
APPROVED	LK	B	<i>[Signature]</i>

**PH-2**

<b>CONFERENCE AGENDA</b> <input type="checkbox"/> Old/New Business - <i>Requires Presentation</i> <input type="checkbox"/> Conference Reports	<b>REGULAR AGENDA</b> <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Motion for Discussion <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution
---	---

**TITLE OF AGENDA ITEM (SUBJECT):**  
Fort Lauderdale Community Redevelopment Plan Revision or the Northwest-Progresso-Flagler Heights Expansion Area

**DESCRIPTION OF ITEM AND ACTION DESIRED:**  
Motion to approve amending the current Community Redevelopment Plan for the Northwest-Progresso-Flagler Heights Area .

**FUNDS REQUESTED (PROVIDE INDEX CODE, SUBOBJECT, AND TITLE OF SUBOBJECT):**

**RECOMMENDED ACTION (Use ONLY for Regular Agenda):**  
 Motion to Approve  Introduce Ordinance  Introduce Resolution

**APPEARANCE (NAMES AND TITLES OF OUTSIDE INDIVIDUALS ONLY):**

**EXHIBITS:** AGENDA MEMO NO. 02-1634 FROM CITY MANAGER  
OTHER: \_\_\_\_\_

**COMMENTS/NOTES:**  
  
*Related to CRA 02-1633*

**SIGNATURE OF DEPARTMENT HEAD:** Kim Jackson, CRA Director **DATE:** October 24, 2002

**NAME AND TITLE OF AUTHOR:** Kim Vazquez, CRA Administrative Aide **PHONE NUMBER:** 828-8953  
**DISTRIBUTION:** ORIGINAL TO CITY CLERK'S OFFICE      COPY TO CITY ATTORNEY'S OFFICE      COPY FOR DEPARTMENT FILES

NORTH LINE AND THE EASTERLY EXTENSION THEREOF AND THE NORTH LINE OF LOTS 10 AND 15, IN BLOCKS 86 AND 87 IN SAID "PROGRESSO" AND THEIR EASTERLY AND WESTERLY EXTENSIONS TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF NORTHEAST 5<sup>TH</sup> TERRACE; THENCE NORTHERLY ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 10 FEET MORE OR LESS TO THE NORTH LINE OF "H. C. BROCK'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID NORTH LINE AND ALONG THE SOUTH LINE OF THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 42 EAST TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 21, BLOCK 2, OF "HOLLY HEIGHTS", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 60, PAGE 18, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION A DISTANCE OF 6.38 FEET MORE OR LESS TO THE SOUTH LINE OF SAID BLOCK 2, "HOLLY HEIGHTS"; THENCE EASTERLY AND NORTHERLY ALONG THE SOUTHERLY AND EASTERLY BOUNDARIES OF SAID BLOCK 2 TO THE SOUTH RIGHT OF WAY LINE OF NORTHEAST 15<sup>TH</sup> STREET; THENCE EASTERLY ALONG THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF NORTHEAST 15<sup>TH</sup> STREET TO THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE NORTH RIGHT OF WAY LINE OF NORTH EAST 13<sup>TH</sup> STREET; THENCE EASTERLY ALONG SAID NORTH RIGHT OF WAY LINE TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF NORTHEAST 11<sup>TH</sup> AVENUE; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND SAID RIGHT OF WAY LINE TO THE NORTHWESTERLY RIGHT OF WAY LINE OF FLAGLER DRIVE; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE TO THE INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF NORTHEAST 12<sup>TH</sup> STREET; THENCE WEST ALONG SAID RIGHT OF WAY LINE TO THE INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF FLAGLER DRIVE; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND ITS SOUTHWESTERLY EXTENSION TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

By its adoption of Resolution No. 01-87, on May 15, 2001, the City Commission of the City of Fort Lauderdale found the area to be a "blighted area," as that term is defined in Section 163.340(8), Florida Statutes (2001).

The City Commission will consider a resolution making certain findings and determinations as required by Section 163.360, Florida Statutes (2001) and adopting the plan amendment immediately after a public hearing to be held on Tuesday, November 5, 2002, beginning at 6:00 p.m. (EST), or as soon thereafter as possible, in

## NOTICE TO TAXING AUTHORITY

Pursuant to Section 163.346, Florida Statutes (2001), the City Commission of the City of Fort Lauderdale, Florida, as the governing body of the City of Fort Lauderdale, does hereby give public notice to each taxing authority, as that term is defined in Section 163.340(2), Florida State Statutes (2001), of its intention to adopt a resolution in accordance with Section 163.360, Florida Statutes (2001) amending the community redevelopment plan for the Northwest-Progresso-Flagler Heights community redevelopment area. The area to which the plan amendment will apply is located in that part of the City of Fort Lauderdale containing approximately 344 acres and more particularly described as:

LANDS LYING IN SECTIONS 3 AND 4, TOWNSHIP 50 SOUTH, RANGE 42 EAST AND SECTIONS 33, 34 AND 35, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF FLAGLER DRIVE WITH THE SOUTH RIGHT OF WAY LINE OF SUNRISE BOULEVARD; THENCE WESTERLY, ALONG THE SOUTH RIGHT OF WAY LINE OF SUNRISE BOULEVARD TO ITS INTERSECTION WITH THE SOUTHWESTERLY EXTENSION OF THE WESTERLY PROPERTY LINE OF LOT 25 BLOCK "A", "REVISED PLAT OF LAUDERDALE MANORS", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 29, PAGE 46, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHEASTERLY, ALONG SAID SOUTHWESTERLY EXTENSION AND SAID WESTERLY PROPERTY LINE TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF NORTHWEST 10<sup>TH</sup> PLACE; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF NORTHWEST 10<sup>TH</sup> AVENUE; THENCE NORTH ALONG SAID EAST RIGHT OF WAY LINE TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF CHATEAU PARK DRIVE; THENCE EAST ALONG SAID SOUTH RIGHT OF WAY LINE TO THE EAST RIGHT OF WAY LINE OF NORTHWEST 9<sup>TH</sup> AVENUE; THENCE NORTH ALONG SAID EAST RIGHT OF WAY LINE TO THE INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF NORTHWEST 16<sup>TH</sup> STREET; THENCE EAST ALONG SAID NORTH RIGHT OF WAY LINE TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF NORTHWEST 7<sup>TH</sup> AVENUE; THENCE SOUTH ALONG SAID EAST RIGHT OF WAY LINE TO THE NORTH RIGHT OF WAY LINE OF NORTHWEST 13<sup>TH</sup> STREET; THENCE EAST ALONG THE NORTH RIGHT OF WAY LINE OF NORTHWEST 13<sup>TH</sup> STREET AND NORTHEAST 13<sup>TH</sup> STREET TO THE INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF NORTHEAST 3<sup>RD</sup> AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO INTERSECTION WITH THE NORTH LINE OF LOTS 10 AND 15, BLOCK 85, "PROGRESSO", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION, SAID

EXHIBIT "C"

The City Commission will consider a resolution immediately after a public hearing to be held on Tuesday, November 5, 2002, beginning at 6:00 p.m. or as soon thereafter as possible, in the City Commission Room, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida.

All interested parties may appear at said public hearing and be heard with respect to the proposed resolution.

A copy of the proposed plan amendment is on file at the Northwest-Progresso-Flagler Heights CRA office, at the Community and Economic Development Department, 101 N.E. 3rd Avenue, Suite 300, Fort Lauderdale, Florida.

LUCY MASLIAH  
City Clerk  
City of Fort Lauderdale, Florida

NOTE: If any person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing, he/she will need a record of the proceedings, and for such purpose he/she may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Anyone needing auxiliary services to assist in participation at the meeting, please contact the City Clerk at (954) 828-5002 two days prior to the meeting.

Publish: 10/26/02



THENCE EASTERLY ALONG SAID WESTERLY EXTENSION, SAID NORTH LINE AND THE EASTERLY EXTENSION THEREOF AND THE NORTH LINE OF LOTS 10 AND 15, IN BLOCKS 86 AND 87 IN SAID "PROGRESSO" AND THEIR EASTERLY AND WESTERLY EXTENSIONS TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF NORTHEAST 5<sup>TH</sup> TERRACE; THENCE NORTHERLY ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 10 FEET MORE OR LESS TO THE NORTH LINE OF "H. C. BROCK'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID NORTH LINE AND ALONG THE SOUTH LINE OF THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 42 EAST TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 21, BLOCK 2, OF "HOLLY HEIGHTS", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 60, PAGE 18, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION A DISTANCE OF 6.38 FEET MORE OR LESS TO THE SOUTH LINE OF SAID BLOCK 2, "HOLLY HEIGHTS"; THENCE EASTERLY AND NORTHERLY ALONG THE SOUTHERLY AND EASTERLY BOUNDARIES OF SAID BLOCK 2 TO THE SOUTH RIGHT OF WAY LINE OF NORTHEAST 15<sup>TH</sup> STREET; THENCE EASTERLY ALONG THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF NORTHEAST 15<sup>TH</sup> STREET TO THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE NORTH RIGHT OF WAY LINE OF NORTH EAST 13<sup>TH</sup> STREET; THENCE EASTERLY ALONG SAID NORTH RIGHT OF WAY LINE TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF NORTHEAST 11<sup>TH</sup> AVENUE; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND SAID RIGHT OF WAY LINE TO THE NORTHWESTERLY RIGHT OF WAY LINE OF FLAGLER DRIVE; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE TO THE INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF NORTHEAST 12<sup>TH</sup> STREET; THENCE WEST ALONG SAID RIGHT OF WAY LINE TO THE INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF FLAGLER DRIVE; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND ITS SOUTHWESTERLY EXTENSION TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

By its adoption of Resolution No. 01-87, on May 15, 2001, the City Commission of the City of Fort Lauderdale found the area to be a "blighted area," as that term is defined in Section 163.340(8), Florida Statutes (2001).

## NOTICE OF PUBLIC HEARING

Pursuant to Section 163.346, Florida Statutes (2001), the City Commission of the City of Fort Lauderdale, Florida, as the governing body of the City of Fort Lauderdale, does hereby give public notice of its intention to adopt an amendment to the community redevelopment plan for the Northwest-Progresso-Flagler Heights in accordance with Section 163.360, Florida Statutes (2001). The area to which the plan amendment will apply is located in that part of the City of Fort Lauderdale containing approximately 344 acres and more particularly described as:

LANDS LYING IN SECTIONS 3 AND 4, TOWNSHIP 50 SOUTH, RANGE 42 EAST AND SECTIONS 33, 34 AND 35, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF FLAGLER DRIVE WITH THE SOUTH RIGHT OF WAY LINE OF SUNRISE BOULEVARD; THENCE WESTERLY, ALONG THE SOUTH RIGHT OF WAY LINE OF SUNRISE BOULEVARD TO ITS INTERSECTION WITH THE SOUTHWESTERLY EXTENSION OF THE WESTERLY PROPERTY LINE OF LOT 25 BLOCK "A", "REVISED PLAT OF LAUDERDALE MANORS", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 29, PAGE 46, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHEASTERLY, ALONG SAID SOUTHWESTERLY EXTENSION AND SAID WESTERLY PROPERTY LINE TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF NORTHWEST 10<sup>TH</sup> PLACE; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF NORTHWEST 10<sup>TH</sup> AVENUE; THENCE NORTH ALONG SAID EAST RIGHT OF WAY LINE TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF CHATEAU PARK DRIVE; THENCE EAST ALONG SAID SOUTH RIGHT OF WAY LINE TO THE EAST RIGHT OF WAY LINE OF NORTHWEST 9<sup>TH</sup> AVENUE; THENCE NORTH ALONG SAID EAST RIGHT OF WAY LINE TO THE INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF NORTHWEST 16<sup>TH</sup> STREET; THENCE EAST ALONG SAID NORTH RIGHT OF WAY LINE TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF NORTHWEST 7<sup>TH</sup> AVENUE; THENCE SOUTH ALONG SAID EAST RIGHT OF WAY LINE TO THE NORTH RIGHT OF WAY LINE OF NORTHWEST 13<sup>TH</sup> STREET; THENCE EAST ALONG THE NORTH RIGHT OF WAY LINE OF NORTHWEST 13<sup>TH</sup> STREET AND NORTHEAST 13<sup>TH</sup> STREET TO THE INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF NORTHEAST 3<sup>RD</sup> AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO INTERSECTION WITH THE NORTH LINE OF LOTS 10 AND 15, BLOCK 85, "PROGRESSO", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA;

EXHIBIT "B" 

CERTIFICATION

I certify this to be a true and correct copy of the record of the City of Fort Lauderdale, Florida.

WITNESSETH my hand and official seal of the City of Fort Lauderdale, Florida, this the 21 day of JUNE, 2001  
Dorothy Ball, Clerk City Clerk

RESOLUTION NO. 01-87

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, FINDING THAT ONE OR MORE BLIGHTED AREAS AS DEFINED IN PART III, CHAPTER 163, FLORIDA STATUTES, EXIST IN THE CITY OF FORT LAUDERDALE WITHIN THAT AREA DESCRIBED AS BEING BOUNDED BY SUNRISE BOULEVARD ON THE SOUTH, INCLUDING THE COMMERCIAL CORRIDOR OF SUNRISE BOULEVARD FROM PROGRESSO DRIVE TO I-95, FROM SUNRISE BOULEVARD TO NW 10TH PLACE, NW 10TH PLACE TO NW 10TH AVENUE, NW 10TH AVENUE TO CHATEAU PARK DRIVE, CHATEAU PARK DRIVE TO NW 9TH AVENUE, NW 9TH AVENUE TO NW 16TH STREET, NW 16TH STREET TO NW 7TH AVENUE, NW 7TH AVENUE TO 13TH STREET, AND 13TH STREET TO PROGRESSO DRIVE; FINDING THAT REHABILITATION, CONSERVATION, REDEVELOPMENT, OR A COMBINATION THEREOF IN SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS AND WELFARE OF THE RESIDENTS OF THE CITY OF FORT LAUDERDALE; PROVIDING FOR CONFLICT WITH OTHER RESOLUTIONS AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fort Lauderdale Florida (the "City Commission"), adopted Resolution No. 95-86 finding the existence of one or more blighted areas existed within that area of the City of Fort Lauderdale described therein; and

WHEREAS, the area described in Resolution No. 95-86 is known and referred to as the Northwest-Progresso-Flagler Heights Community Redevelopment Area (the "Redevelopment Area"); and

WHEREAS, at the Community Redevelopment Agency Board of Commissioners meeting on July 24, 2000, the Board requested a slum and blight study of the area described as being bounded by Sunrise Boulevard on the south, including the commercial corridor of Sunrise Boulevard from Progresso Drive to I-95, from Sunrise Boulevard to NW 10th Place, NW 10th Place to NW 10th Avenue, NW 10th Avenue to Chateau Park Drive, Chateau Park Drive to NW 9th Avenue, NW 9th Avenue to NW 16th Street, NW 16th Street to NW 7th Avenue, NW 7th Avenue to NE 13th Street, and NE 13th Street to Progresso Drive (such area being referred to herein as the "Study Area"); and

WHEREAS, the Study Area is adjacent to and contiguous to the current boundary of the Redevelopment Area; and

WHEREAS, the notices required by Section 163.346, Florida Statutes (2000), have been timely published or mailed in accordance with said statute; and

WHEREAS, the City Commission has received and considered a report of the conditions of and in the Study Area that constitute blighted conditions as those conditions are described and defined in Part III, Chapter 163, Florida Statutes (2000) (the "Redevelopment Act"); and

WHEREAS, it is the desire and intention of the City Commission to find that the Study Area is blighted and should be added to the Redevelopment Area;

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

SECTION 1. That the above recitals are true, correct and incorporated into this Resolution as findings of the City Commission by this reference.

Section 2. The City Commission of the City of Fort Lauderdale, Florida, based upon evidence presented to it and in the public record, does hereby find that the Study Area is a "blighted area", as that phrase is defined in Section 163.340(8), Florida Statutes (2000).


Section 3. That the City Commission further finds that the rehabilitation, conservation or redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, morals or welfare of the residents of the City of Fort Lauderdale, Florida.

Section 4. That as a result of the finding in Section 3 that the Study Area is a "blighted area", the Study Area is a "community redevelopment area" for purposes of Redevelopment Act, and said Study Area is hereby added to the Redevelopment Area, effective upon the adoption of this Resolution.


Section 5. That the City Clerk is hereby authorized and directed to notify all "taxing authorities" as that term is defined in the Redevelopment Act, of the adoption of this Resolution.

Section 6. That this resolution shall become effective immediately upon its adoption.

ADOPTED this the 15th day of May, 2001.

  
\_\_\_\_\_  
Mayor  
JIM NAUGLE

ATTEST:

  
\_\_\_\_\_  
City Clerk  
LUCY MASLIAH

L:\COMM2001\RESOS\MAY15\01-87.WPD

PH-2

MEMORANDUM NO. 02-1634

DATE: October 24, 2002

TO: Mayor Jim Naugle  
Vice-Mayor Cindi Hutchinson  
Commissioner Gloria F. Katz  
Commissioner Tim Smith  
Commissioner Carlton B. Moore

FROM: F. T. Johnson, City Manager/CRA Executive Director *de 7 min fm*

VIA: Bud Bentley, Assistant City Manager  
Kim Jackson, CRA Director

BY: Kim Vazquez, CRA Administrative Aide

SUBJECT: November 5, 2002, Agenda – Fort Lauderdale Community  
Redevelopment Plan Revision for the Northwest-Progresso-Flagler  
Heights Expansion Area

On May 15, 2001, the City of Fort Lauderdale City Commission approved the Finding of Necessity (FONS) Report for the northern expansion of the current CRA boundary by adopting Resolution No. 01-87 (**Exhibit A**).

The FONS was submitted to Broward County but it was not placed on an agenda for formal approval. After discussion with the CRA Board, Advisory Board, City and CRA staff, it was decided to submit the FONS along with the required Plan revision for the expansion area at the same time for approval by the County.

According to Florida State Statute 163 Part III under which the CRA operates, all projects and initiatives should be included in the CRA Plan to warrant the use of tax increment dollars. In April 2002, the CRA issued a Request for Qualifications and hired Civic Design and Associates to write the Plan. The proposed Plan (formerly submitted as Exhibit B Memo 02-1633) envisions in part:

- Mixed-use Commercial and Residential Infill redevelopment
- NE 11<sup>th</sup> Street as mixed-use passage street
- 13<sup>th</sup> Street/Powerline Road/NE 4<sup>th</sup> Avenue/N. Andrews Avenue/NW 7<sup>th</sup> Avenue beautification with landscaping, sidewalk and lighting improvements
- Land acquisition
- Duplex conversion program
- Home Ownership

This document also includes public input received, proposed projects and programs, and an implementation strategy. The revised Plan has already completed the following mandatory processes including public notification (**Exhibit B**) and notices to taxing authorities (**Exhibit C**):

10/02/02 Plan reviewed and approved by CRA Advisory Board  
10/08/02 CRA Board reviewed and forwarded the Plan to the Planning & Zoning Board for Comprehensive Plan conformity  
10/16/02 Planning & Zoning Board found the Plan conformed to the City's Comprehensive Plan  
11/05/02 CRA Board approves the changes and forwards the Plan to the City Commission for approval.

Memorandum No. 02-1634  
October 24, 2002  
Page 2

11/05/02            City Commission holds public hearing/approval required and forwards the  
Plan to Broward County  
11/06/02            Submit the Plan to Broward County

Since no revisions were made by the CRA Board, or by the Planning and Zoning Board, City Commission approval is the final step to complete the process. We recommend the City Commission adopt a resolution approving the amendments to the NPF CRA Community Redevelopment Plan.

Attachments

**PUBLIC HEARINGS**

**Vacate a Portion of N.E. 23 Avenue –  
Gada Management, L.C. (PZ Case No. 6-P-02)** **(PH-1)**

At the September 18, 2002 Planning and Zoning Board regular meeting, it was recommended by a vote of 8-1 that the following application be approved. Notice of public hearing was published October 24 and 31, 2002.

Applicant: Gada Management, L.C.  
Request: Vacate a portion of N.E. 23 Avenue  
Location: 2300 Barcelona Avenue

**Recommend:** Open hearing; close hearing; introduce ordinance on first reading.  
**Exhibit:** Memo No. 02-1459 from City Manager.

---

**Fort Lauderdale Community Redevelopment  
Agency (CRA) Community Redevelopment Plan Revision  
for the Northwest-Progresso-Flagler Heights (NPF) Expansion Area** **(PH-2)**

A public hearing to consider a resolution to adopt an amendment to the Community Redevelopment Plan for the NPF in accordance with Section 163.360, Florida Statutes (2001). Notice of public hearing was published October 26, 2002. (Also see Item No. CRA on the Conference Agenda)

**Recommend:** Open hearing; close hearing; introduce resolution.  
**Exhibit:** ~~Memo No. 02-1634~~ from City Manager.

---

**Executive Airport – Establish Minimum Annual  
Lease Rates and Adopt Real Estate Brokerage Commission** **(PH-3)**

A public hearing to consider a resolution adopting the minimum annual lease rates and real estate brokerage commission for Executive Airport.

**Recommend:** Open hearing; close hearing; introduce resolution.  
**Exhibit:** Memo No. 02-1562 from City Manager.

---



**2**

## ATTACHMENTS

- Agenda Report for 9/16/08 Regular Meeting Authorizing Contract with R. J. Behar & Company
- Minutes of 9/16/08 CRA Meeting and City Commission Meeting
- Agenda Report for 5/4/04 NW 7<sup>th</sup> / 9<sup>th</sup> Ave Connector Project – Funding for detailed design – Local Agency Program (LAP) Agreement with FDOT
- Resolution 04-95

# COMMISSION AGENDA REPORT

COMMISSION MEETING DATE: 09-16-2008 AGENDA ITEM: M-08

COMMISSION REPORT NO: 08-1299

PREPARED BY: Albert Carbon 09-09-2008 16:36:06 DEPT: Public Works

DEPARTMENT DIRECTOR'S SIGNATURE

Peter R. Partington, P.E., City Engineer, 954-828-5240  
AUTHOR'S NAME, TITLE, AND TELEPHONE NUMBER

George Gretsas 09-11-2008 15:12:44  
CITY MANAGER'S SIGNATURE

TITLE 1: CONTRACT AWARD - NORTHWEST 7 - 9 AVENUE CONNECTOR - \$757,229.66

TITLE 2: R.J. BEHAR & COMPANY, INC.

SUBJECT:

A motion authorizing the proper City Officials to award and execute a contract with R.J. Behar & Company, Inc., in the amount of \$757,229.66 - prepare 60% of design drawings - Northwest 7/9 Avenue Connector - Project 9295.

REQUESTED ACTION (STAFF RECOMMENDATION - CONTENT OF MOTION):

Motion to approve.

- REGULAR AGENDA
- CONFERENCE
- Motion
- Motion for Discussion
- Old/New Business
- City Commission Reports
- Public Hearing
- Ordinance
- Exec Closed Door
- City Manager Reports
- Resolution
- Presentation
- Conference Reports
- Purchase
- Citizen Presentation
- Advisory Boards
- Consent Resolution

Public Notice Advertised:

FUNDS APPROPRIATION/TRANSFER (provide index code, subobject, and title of subobject):

\$94,653.71 will be available in P09295.106-6599, Fund 106, Subfund 20  
FUNDING CONTINUED

## FOR PROCUREMENT ITEMS ONLY

PROCUREMENT REFERENCE NO: TRANSACTION TYPE:

BIDS SOLICITED/RECEIVED: WBE: LATE BID:

Vendor: MBE: NO BID:

Amount: Details:

Procurement Recommendation:

**Description of Exhibits:**

- |                           |          |          |
|---------------------------|----------|----------|
| 1. <u>CRA Memo 08-200</u> | 2. _____ | 3. _____ |
| 4. _____                  | 5. _____ | 6. _____ |
| 7. _____                  | 8. _____ | 9. _____ |

**EXHIBITS: AVAILABLE VIA HARDCOPY: Exhibit #s:** \_\_\_\_\_

**PRIOR COMMISSION/BOARD ACTION: (attach additional file if necessary)**

**FUNDING CONTINUED:**  
to fund the City's portion of the contract, contingent upon approval of the appropriation from P10015.106-6504 that is being requested on September 16, 2008 at the CRA Conference meeting (a copy of Memo 08-200 is attached as Exhibit 1 to this item). The balance of the contract in the amount of \$662,575.95 is available in P09295.129A-6599, Fund 129, Subfund 01 and this amount represents FDOT's portion of the contract.

On October 03, 2006, the City Commission authorized negotiation with the top ranked firm, R.J. Behar & Company, Inc. for the preparation of 60% of the design drawings for the NW 7/9 Avenue Connector project.

**BACKGROUND/DETAIL:**

City staff along with the Florida Department of Transportation and Broward County has reviewed the consultant's proposal and negotiated the cost associated with this phase of the design work. The Northwest 7/9 Avenue Connector Project is mostly funded through a Transportation Enhancement Grant from Florida Department of Transportation (FDOT). Approximately 87.5 percent of the cost to design this project is being funded by FDOT through an existing executed Local Agency Program (LAP) Agreement and the remaining 12.5 percent will be through local match.

City staff has been coordinating the design scope with Broward County and has requested cost sharing for the design phase. Broward County has agreed to the cost sharing. An Interlocal Agreement is being prepared for the re-imbursement of County's share to the City in the amount of \$47,326.85, for this phase of the project design. The agreement is being reviewed by county staff and will be presented to the City Commission for approval at a future meeting. These services are being procured in accordance with the Consultant Competitive Negotiation Act (CCNA) and applicable City policies.

A copy of the CRA draft memo 08-200 is attached as Exhibit 1.

Staff recommends the City Commission award and execute a contract with R.J. Behar & Company, Inc. to prepare 60% of the design drawings in the amount of \$757,229.66 for the Northwest 7/9 Avenue Connector Project 9295. The authorization is contingent upon approval by the CRA Board to appropriate the City's share of funding to the project during the September 16, 2008 CRA Board Meeting.

**Attorney's Initials:** \_\_\_\_\_

DRAFT

MEMORANDUM NO 08-200

DATE: September 2, 2008

TO: CRA Chairman Jim Naugle  
CRA Vice Chairman Charlotte E. Rodstrom  
CRA Board Member Christine Teel  
CRA Board Member Cindi Hutchinson  
CRA Board Member Carlton B. Moore

FROM: George Gretsas, City Manager

VIA: Al Battle Jr., NWPF CRA Director

BY: Mina Samadi, CRA Engineering Design Manager

SUBJECT: September 16, 2008, Northwest Progresso Flagler Heights (NPF) Community Redevelopment Agency Regular Meeting – Authorization to Transfer Funds and Spend NPF CRA Funds on 60% Engineering Design for the NW 7<sup>th</sup>/9<sup>th</sup> Avenue Connector (P9295)

PURPOSE

Authorization to transfer and spend funds to cover the City's portion of the NW 7<sup>th</sup>/9<sup>th</sup> Avenue Connector engineering design work, in the amount of \$175,000 as identified in an existing executed Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT).

BACKGROUND

On May 4, 2004, the City of Fort Lauderdale passed resolution 2004-95, authorizing City officials to enter into a Local Agency Program with the Florida Department of Transportation to design the NW 7/9 Connector Project. This resolution recognized that the design for this project is programmed to receive a funding commitment from the Broward County Metropolitan Planning Organization (MPO) of \$1,600,000. This resolution further authorized the City to provide \$200,000 as a local funding match to complete this task identified by the MPO funding commitment. The CRA is funding the match because of the project's direct impact on the CRA Plan. A copy of Resolution No. 2004-95 is attached as **Exhibit A**.

On October 3, 2007 the City Commission authorized negotiations with the top ranked firm, R.J. Behar & Company, Inc. for the preparation of the design drawings for the NW 7<sup>th</sup>/9<sup>th</sup> Avenue Connector project. Staff from the City of Fort Lauderdale has worked with staff from the Florida Department of Transportation and Broward County Engineering to review the consultant's proposal and negotiated the cost associated with this work.

The design work program negotiated will cost approximately \$757,229.66, to complete. The Transportation Enhancement Grant will cover approximately 87.5 percent of the cost to design this project, through the executed LAP Agreement, while the remaining 12.5 percent will be funded through local matching funds.

CAR 08-1299  
EXHIBIT 1

Memorandum No. 08 -200  
September 10, 2008  
Page 2

A request to award and execute a contract with the firm R.J. Behar & Company, Inc. for the 60% engineering design services is also on the September 16, 2008 City Commission meeting agenda.

RECOMMENDATION

CRA staff recommends that the CRA Board authorize transferring and spending funds in the amount of \$94,653.71 for the preparation of 60% engineering design documents from P10015.106-6504 the NW/Progresso/Flagler Heights to P09295.106-6599 for the NW 7<sup>th</sup>/9<sup>th</sup> Avenue Connector Project.

RESOLUTION NO. 04-95

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO FILE A LOCAL AGENCY PROGRAM APPLICATION WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), ENTER INTO A LOCAL AGENCY PROGRAM (LAP) AGREEMENT WITH FDOT AND FURTHER AUTHORIZING THE PROPER CITY OFFICIALS TO PROVIDE REQUIRED LOCAL FUNDING PERTAINING TO THE DESIGN OF THE NW 7/9 AVENUE CONNECTOR PROJECT.

WHEREAS, at its meeting of January 17, 1996, the City Commission authorized the application of a local agency certification through the Florida Department of Transportation ("FDOT") to the Federal Highway Administration ("FHWA"); and

WHEREAS, this local agency certification application was approved, allowing the City to retain approval authority at the local level when developing federally-assisted transportation projects; and

WHEREAS, the Broward County Metropolitan Planning Organization (MPO) has programmed one million, six hundred thousand and no/100 Dollars (\$1,600,000.00) in the five (5) year Transportation Improvement Program (TIP) for the design of the NW 7/9 Avenue Connector Project; and

WHEREAS, FDOT is authorized to allow the City to proceed in completing this project subject to certain terms and conditions provided a Local Agency Project ("LAP") application is approved; and

WHEREAS, the City Commission of the City of Fort Lauderdale desires that a LAP application be filed with FDOT for the design of the NW 7/9 Avenue Connector Project; and

WHEREAS, the local funding match ("Local Agency Funds") requirement for this Project is two-hundred thousand and no/100 dollars (\$200,000.00); and

WHEREAS, the City Commission of Fort Lauderdale declares that such application and agreement is in the best interest of the City;

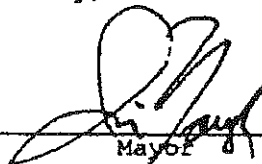
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the proper City officials are hereby authorized to file a Local Agency Program application with FDOT pertaining to the design of the NW 7/9 Avenue Connector Project, and are further authorized to enter into a Local Agency Program Agreement with the Florida Department of Transportation.


SECTION 2. That the proper City officials are hereby authorized to provide two-hundred thousand and no/100 dollars (\$200,000.00) as the local funding match ("Local Agency Funds") to FDOT.

SECTION 3. That the office of the City Attorney shall review and approve as to form all documents prior to their execution by City officials.

ADOPTED this the 4th day of May, 2004.

  
\_\_\_\_\_  
Mayor  
JIM NAUGLE

ATTEST:

  
\_\_\_\_\_  
City Clerk  
JONDA K. JOSEPH

L:\COM\M2004\RESOS\MAY404-95.WPD



**Task Order – Chen and Associates Consulting Engineering, Inc. - (M-07)**  
**\$93,494.65 – SE 15 Street Boat Launch and Marine Complex**

Appropriate \$71,260 from P10768.331, ADA Compliance Rehab Projects – Parking, And appropriate \$22,234.65 from P10720.331, ADA General Fund Buildings, to P11422.331 all in Fund 01, Subfund 01, and Subobject 6599.

A motion authorizing the proper City Officials to (1) execute Task Order with Chen and Associates Consulting Engineers, Inc., in the amount of \$93,494.65 – design of improvements related to 2003 ADA Consent Decree and overall improvements to SE 15 Street boat launch and marine complex – Project 11422, and (2) appropriate funds to fund this task order.

**Recommend:** Motion to approve.

**Exhibit:** Commission Agenda Report 08-1302

---

**Contract Award – Northwest 7 – 9 Avenue Connector - (M-08)**  
**\$757,229.66 – R.J. Behar & Company, Inc.**

\$94,653.71 will be available in P09295.106-6599, Fund 106, Subfund 20 to fund the City's portion of the contract, contingent upon approval of the appropriation from P10015.106-6504 that is being requested on September 16, 2008 at the CRA Conference meeting (a copy of Memo 08-200 is attached as Exhibit 1 to this item). The balance of the contract in the amount of \$662,575.95 is available in P09295.129A-6599, Fund 129, Subfund 01 and this amount represents FDOT's portion of the contract.

A motion authorizing the proper City Officials to award and execute a contract with R.J. Behar & Company, Inc., in the amount of \$757,229.66 – prepare 60% of design drawings – Northwest 7/9 Avenue Connector – Project 9295.

**Recommend:** Motion to approve.

**Exhibit:** Commission Agenda Report 08-1299

---

**Grant Modification – 2007 Community Emergency Response (M-09)**  
**Team – Florida Department of Community Affairs, Emergency**  
**Management Division**

Appropriate \$250 from GF129, Subfund 01, GCERT08, 4337; \$200 to GF129, Subfund 01, GCERT08, Subobject 3516, and \$50 to GF129, Subfund 01, GCERT08, Subobject 3946.

A motion authorizing a modification to 2007 Community Emergency Response Team Grant with U.S. Department of Homeland Security through Florida Department of Community Affairs, Division of Emergency Management – reflect newly revised grant budget categories and reporting systems.

Request to Solicit Development Proposals and Advertise a Notice to Dispose of CRA Property

Motion made by Member Moore and seconded by Member Hutchinson to authorize NPF CRA staff to advertise a request for proposal to dispose of 3 CRA properties in accordance with Florida Statute, Chapter 163, Part III.

Mayor Naugle asked if it was a good time to go out and do this.

Al Battle, Community Redevelopment Director, said this is an excellent time to do this even though there is turmoil in the financial markets because by the time they advertise and receive the proposals there could possibly be more stability putting the developers in a better position.

Roll call showed: YEAS: Member Teel, Vice Chair Rodstrom, Members Moore and Hutchinson, and Chairman Naugle. NAYS: None.

Approval of the Purchase of 2162 NW 6<sup>th</sup> Street

Motion made by Member Moore and seconded by Member Hutchinson to approve a contract for the purchase of real property at 2162 NW 6<sup>th</sup> Street from Esa and David Natour and authorization to fund related costs as described in more detail in CRA Memo 08-204. Roll call showed: YEAS: Member Teel, Vice Chair Rodstrom, Members Moore and Hutchinson, and Chairman Naugle. NAYS: None.

Authorization to Execute a First Amendment to Development Agreement between Sweeting Associates, LLC ("Developer" and the CRA

Motion made by Member Moore and seconded by Member Hutchinson to authorize a First Amendment to the Development Agreement between Sweeting Associates, LLC and the CRA approving additional project funding, increasing the number of housing units in the project, and adopting a revised project schedule. Roll call showed: YEAS: Member Teel, Vice Chair Rodstrom, Members Moore and Hutchinson, and Chairman Naugle. NAYS: None.

Authorization to Transfer Funds and Spend \$94,653.71 on Engineering Design Work for the NW 7<sup>th</sup>/9<sup>th</sup> Connector Project

Motion made by Member Moore and seconded by Member Hutchinson to authorize the transfer and expenditure of funds to cover the City's portion of the NW 7<sup>th</sup>/9<sup>th</sup> Avenue Connector engineering design work in the amount of \$94,653.71.

Chairman Naugle asked if this is for a right-of-way map or would this go beyond the routing map.

Member Moore said it is basically for the right-of-way map.

Al Battle, Community Redevelopment Director, said this is for the 60% design project and is beyond the right-of-way.

Chairman Naugle asked when the funding would come in for this project.

Mr. Battle said this project involves many people and today they are asking for the City's contribution to be part of Resolution 2004-95 which asks that they put aside the money to pay for the 60% design that historically goes back to a study done in 2004. He further said that the 60% design would drive harder home than the right-of-way map, and also defer costs anywhere from \$60 Million to \$90 Million for the project. This effort is to answer the question as to how much the project would cost.

Member Moore said that the only way they get to the ultimate cost is to take this step, and the only way the MPO will get to their next step is for the City to take this step. It is a continuum of the City showing that this is a desirable goal to end traffic congestion where it bottlenecks at 7<sup>th</sup> and 9<sup>th</sup> at Sunrise Boulevard. A commitment was made over a number of years and thousands of dollars have been spent, and it is no less of a certainty than what was just proposed for the beach with its wall and sidewalk.

Chairman Naugle asked what is the estimated cost for the right-of-way.

Peter Partington, City Engineer, said he does not believe there is an accurate estimated right-of-way cost. There is \$6 Million sitting in the funded part of the MPO program, and the balance is in the unfunded program and every year the unfunded part of the program gets considered for be brought into the funded program and arguments ensue for increased funding for projects.

Chairman Naugle asked what is the estimated cost. Mr. Partington said the right-of-way is at least 90% of the cost of the project, and could be in the range of \$60 Million to \$80 Million. Chairman Naugle asked if it is realistic to think that it could be programmed into the five-year plan. Mr. Partington said in the context of the overall MPO Program it is not an out-of-the-question number, but it is significant.

Member Moore said there have always been discussions about their changing the Tri-Rail from one track to the other, and multi-millions of dollars are discussed. The DDA also has the concept of rail for the downtown area, and they are discussing the cost at \$50 Million per mile. He said that because the public deserves an opportunity of moving people such concepts should be considered, and they as a government should move to the next step no matter how far out the concept and funding may be. When they first began discussing the project, they did not know where the funds would come from, and they still don't know, but if such moves are not made they would not be in line to receive the funds.

Chairman Naugle said that the City Manager and staff feel this is doable.

Vice Chair Rodstrom said that tonight there is something on the Commission's agenda containing a larger amount, and she asked if this did not pass would the monies be put back into the CRA.

The City Auditor said that the item on tonight's agenda needs to be removed because in looking at the funding for this, it is funding within the CRA. The transfer approving today is from one CRA project account to another. Therefore, it would be inappropriate for the Commission to be approving the award of a contract of CRA funds at tonight's meeting. Therefore, M-08 should be part of their discussion and approval process at this meeting because it is a CRA purchase.

Member Moore said one could not occur without the other, and therefore, he has no problem with that.

Chairman Naugle said that they would take a break and discuss the matter at this time.

**RECESS TAKEN AT APPROXIMATELY 3:29 P.M.**

**MEETING RECONVENED AT APPROXIMATELY 3:32 P.M.**

**Motion** made by Member Moore and seconded by Member Hutchinson to table this item until the next scheduled CRA meeting.

Member Moore clarified that based on what they just discussed, this item should not be heard at tonight's Commission meeting. The City Attorney confirmed. Member Moore said that this item should be discussed by the CRA which they are doing now.

Vice Chair Rodstrom said the back-up on the CRA item is not the same as the back-up on the Commission item.

Chairman Naugle said that the item was advertised for tonight's meeting. An error was made.

Member Moore said if this item should not be on the Commission's agenda, a suggestion was made to remove it, but the item is on the CRA agenda. He asked what the difference is.

The City Attorney said that tonight's item is a different amount of money.

Mr. Battle said they are not asking for appropriation of that amount because it is referencing the total amount of the contract being awarded, and only a portion of that is being paid by the CRA.

Member Moore said that he sees no reason to table this item.

Mr. Battle said the item could be amended to put the money in a City project account which would leave it on the agenda for approval.

The City Auditor said if the money is transferred to the City and the project is not approved, the funds should go back to the CRA.

Member Moore clarified that Item M-08 would still be on tonight's agenda. Member Hutchinson confirmed. Member Moore said that since they are appropriating these dollars to go to City funding of a capital project, he asked why anyone would refuse to do it if they were going to do it in the CRA.

The motion is as follows:

**Motion** made by Member Moore and seconded by Member Hutchinson to authorize the transfer and expenditure of funds to cover the City's portion of the NW 7<sup>th</sup>/9<sup>th</sup> Avenue Connector engineering design work in the amount of \$94,653.71.

Roll call showed: YEAS: Members Teel, Moore and Hutchinson, and Chairman Naugle.  
NAYS: Vice Chair Rodstrom.

Status Report – NE 6<sup>th</sup> Street/Sistrunk Boulevard Streetscape Enhancement Project

**Motion** made by Member Moore and seconded by Member Hutchinson approving the memorandum prepared regarding the status report on the project.

Ella Phillips, Chair of the CRA Board, said that the connector has been going on for quite a while which would help their area.

Peter Feldman said the 6<sup>th</sup> Street project is great even though it has been revised numerous times. The roadway design would not complete the north side of the street, and there is a significant amount of development occurring in the area, and it would enhance the gateway to Sistrunk and the area to have the entire street built. He suggests that this Board take the action to move forward with the next step in acquiring the properties necessary to build the entire street.

Vice Chair Rodstrom said that it has always been a concern as to what would happen with the other ends. She asked what is the next step to enable them to enhance those areas or add them on.

Al Battle, Community Redevelopment Director, said that the design program authorized in December, 2007, includes the entire roadway. It might not be financially feasible to meet all of the desires of everyone due to the increase in construction costs.

Chairman Naugle asked if they had an estimate for the right-of-way. Mr. Battle said that individuals have not agreed on acquisitions.

Vice Chair Rodstrom asked if monies are budgeted for the CRA to purchase the right-of-way. Mr. Battle said there was money in the original budget for the project, but it is only about \$1 Million. Vice Chair Rodstrom asked if they are still getting money from the County. Mr. Battle confirmed. Vice Chair Rodstrom asked where else monies could come from. Mr. Battle said there is a pledge from the Federal government.

Chairman Naugle said it would be good if they could acquire the property, but if it goes to condemnation he is not sure whether that would be possible or not. He asked for further information to be supplied, along with possible figures.

Member Hutchinson said they should move in that direction because it would not be right to only do one side of the street. They need to stay focused on this and not drop the ball.

Chairman Naugle said that possibly they should put aside the monies being given to developers to enhance 6<sup>th</sup> Street and purchasing the right-of-way.

Mr. Battle further said he would gather further information and supply it to the Board.

Member Moore said there is a substantial amount of money from the Federal Government for the redevelopment of the Sistrunk Corridor, and the elected

# AGENDA ITEM REQUEST FORM

**CITY COMMISSION MEETING**  
**DATE: May 4, 2004**

For City Clerk's Office Use Only:

	LK	BB	GAK
REVIEWED	<i>[Signature]</i>	<i>B</i>	
APPROVED	<i>[Signature]</i>	<i>[Signature]</i>	

**R-3**

<b>CONFERENCE AGENDA</b>		<b>REGULAR AGENDA</b>	
<input type="checkbox"/> Old/New Business - Requires Presentation	<input type="checkbox"/> Conference Reports	<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Motion for Discussion
		<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution

**TITLE OF AGENDA ITEM (SUBJECT):**

NW 7/9 Avenue Connector Project (P-9295) – Funding for Detailed Design - Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT)

**DESCRIPTION OF ITEM AND ACTION DESIRED:**

A resolution authorizing the filing of an application with the Florida Department of Transportation (FDOT) for a Local Agency Program (LAP) funding agreement in the amount of \$1.6 Million for the detailed design of the NW 7/9 Connector and further authorizing the proper City officials to execute said LAP agreement.

**FUNDS REQUESTED (PROVIDE INDEX CODE, SUBOBJECT, AND TITLE OF SUBOBJECT):**

[Empty box for funds requested]

**RECOMMENDED ACTION (Use ONLY for Regular Agenda):**

Motion to Approve     Introduce Ordinance     Introduce Resolution

**APPEARANCE (NAMES AND TITLES OF OUTSIDE INDIVIDUALS ONLY):**

[Empty box for appearance]

**EXHIBITS:** AGENDA MEMO NO. 04-594 FROM ACTING CITY MANAGER

OTHER:

**COMMENTS/NOTES:**

*Sharon:*  
*18 MAPS on City Clerk's desk.*  
*in office*

**SIGNATURE OF DEPARTMENT HEAD:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NAME AND TITLE OF AUTHOR:** Dennis Girisgen, P.E. – Acting City Traffic Engineer    **Phone Number:** /5055


**DISTRIBUTION:** ORIGINAL TO CITY CLERK'S OFFICE    COPY TO CITY ATTORNEY'S OFFICE    COPY FOR DEPARTMENT FILES

MEMORANDUM NO. 04-594

R-3

DATE: April 28, 2004

TO: Mayor Jim Naugle  
Vice-Mayor Dean J. Trantalis  
Commissioner Christine Teel  
Commissioner Carlton B. Moore  
Commissioner Cindi Hutchinson

FROM: Alan A. Silva, Acting City Manager 

VIA: Cecilia Hollar, Acting Public Services Director  
Hector Castro, P.E., City Engineer

BY: Dennis Girisgen, P.E., Acting City Traffic Engineer

SUBJECT: May 4, 2004 Agenda – NW 7/9 Avenue Connector (P-9295) – Funding for Detailed Design – Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT)

In February 2004 the Metropolitan Planning Organization (MPO) amended the County's five-year Transportation Improvement Program (TIP) to include \$500,000 in FY 2003/04 and \$1.1 Million in FY 2004/05, for the design of the NW 7/9 Avenue Connector. The funding participation levels for this project are 75% federal, 12.5% State and 12.5% local. The total amount of \$1.6 Million in the TIP includes the local match of \$200,000 (therefore, the actual amount being furnished by state and federal sources is \$1.4 Million). A status report providing additional details on the status of the project and funding for the NW 7/9 Avenue Connector is attached (**Exhibit 1**).

Broward County has indicated they are willing to enter into an Interlocal Agreement with the City to provide half (\$100,000) of the local match and have recently confirmed those funds are available in the County's current budget. The City's Capital Improvement Program has approximately \$508,000 in Account P-9295.344 - NW 7<sup>th</sup>/9<sup>th</sup> Connector, available for these improvements.

We anticipate the interlocal agreement with the County will need to include a provision to allow either party the option to terminate the agreement for cause, with a thirty-day notice to the other party. The City typically is reimbursed for project costs through submission of periodic invoices to the County as costs are accrued. Since the LAP agreement is strictly between the City and FDOT (i.e. the County is not a party to that agreement), if for any reason the County exercises its option to withdraw participation in the future, the City would be responsible for funding up to the entire amount of the local match (\$200,000). We are therefore asking the Commission to authorize the entire amount of \$200,000 from project funds with the expectation that the County will be reimbursing the City in the amount of \$100,000 in the future. The County funds will then be available to be reprogrammed for other projects or budgeted for the next phase of this project.

The next step in the process is for the City to enter into a Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) to obligate the funds in the TIP and move forward with the next stage of engineering. As a prerequisite to filing the LAP application and executing the agreement, the FDOT has asked for a Resolution from the City to that effect.

We ask for Commission concurrence with our plan to take the following course of action to obligate the \$1.6 Million in funding identified in the five year TIP and to initiate the design phase of the NW 7/9 Avenue Connector:

1. Enter into a LAP Agreement with the FDOT.
2. Develop a scope of services and negotiate a fee with the Corradino Group for the design phase and, if negotiations are successful, return to the Commission for approval to execute a task order under their contract with the City for Professional General Civil Engineering Consultant Services. The Corradino Group successfully completed the PD & E phase of the project.
3. Enter into an Interlocal Agreement with Broward County to fund half of the local match (\$100,000 each) and return to the Commission for approval to execute that agreement.

To this end, we recommend that the City Commission adopt a Resolution to:

1. Authorize the proper City officials to file a LAP application in the amount of \$1.6 Million for the funding of the NW 7/9 Avenue Connector design and, once approved by FDOT, to execute the LAP agreement, and;
2. Authorize the allocation of the \$200,000 local match from Account P-9295.344 - NW 7<sup>th</sup>/9<sup>th</sup> Connector.



# Exhibit 1

DATE: April 28, 2004

SUBJECT: NW 7/9 Avenue Connector (P-9295) – Project Background and Status Update

An environmental study for the NW 7/9 Connector project was initiated jointly by the City and Broward County several years ago. The study was approved by the Federal Highway Administration (FHWA) in the fall of 2003, which made the project eligible to receive federal and state funding. The Florida Department of Transportation (FDOT) and the Metropolitan Planning Organization (MPO) have recently programmed funding for this project in their five-year transportation program and the City, as the lead agency, needs to take the steps necessary to initiate the detailed design and encumber those funds. This memorandum includes a brief history of the NW 7/9 Connector Study as well as an explanation of the funding status and how we intend to proceed from this point forward, subject to any other direction that may be received from the Commission.

## Project Purpose and Background

NW 9 Avenue (also known as Powerline Road) and NW 7 Avenue are two critical north-south routes east of I-95 that form an important transportation corridor for the downtown and greater Fort Lauderdale area (see location map, attached as **Exhibit A**). Powerline Road is a six-lane state principal arterial that extends from Sunrise Boulevard to the north County line. NW 7 Avenue is a County collector with primarily four travel lanes that extends from Sunrise Boulevard to the south to eventually become SW 4 Avenue at the New River; SW 4 Avenue terminates just south of State Road 84.

Because NW 7 Avenue and NW 9 Avenue effectively terminate at Sunrise Boulevard, trips along that corridor that involve crossing Sunrise Boulevard are forced into what is referred to as a "dogleg" intersection (see sketch, attached as **Exhibit B**). This discontinuity causes traffic approaching on northbound NW 7 Avenue and southbound NW 9 Avenue to turn onto Sunrise Boulevard and then turn again onto another north-south arterial. The dogleg operation creates a bottleneck for the NW 7/9 Avenue corridor, adds to the traffic congestion on Sunrise Boulevard and disrupts the traffic signal coordination patterns, resulting in higher delays, especially during times of peak traffic demand.

The concept of eliminating the dogleg by joining NW 9 Avenue and NW 7 Avenue with a back-to-back reverse "S" curve in the vicinity of Sunrise Boulevard has been under consideration by the City, County and FDOT for many years (see sketch, attached as **Exhibit C**). In the late 1980's the County prepared a preliminary alignment study, however, the project could not be progressed beyond the conceptual design stage due to a lack of consensus among the three agencies and because funding had not yet been identified. In the mid-90's, the City, County and FDOT reached agreement to pursue the concept further and money was programmed through the MPO for right-of-way acquisition. A Project Development and Environment (PD&E) Study was initiated jointly by the City of Fort Lauderdale and Broward County to establish an alignment, build local consensus and qualify the project for federal and state funding. The City issued a task order to the Corradino Group (formerly known as Carr Smith Corradino), Inc., under their contract for professional general civil engineering consultant services to prepare the environmental study and reports.

Twelve alternative alignments between NW 13 Street and SW 2 Avenue were considered. Based on extensive public involvement meetings and engineering/environmental analysis, the study recommended that the connector be located between Sunrise Boulevard and Sistrunk Boulevard and that NW 7 Avenue be widened between Sistrunk Boulevard and Broward Boulevard (see Recommended Alignment, attached as **Exhibit D**). The recommended roadway cross-section consisted of four travel lanes, bicycle lanes in each direction, raised medians, curbs and sidewalks within a 96-foot right-of-way (the intersections would require more right-of-way due to additional turn lanes). The total estimated cost to implement the recommended alternative was approximately \$42 Million, including design, right-of-way acquisition and construction.

The recommendations of the study were approved by the County and City Commission and summarized in a Finding Of No Significant Impact (FONSI) report, in accordance with federal requirements. The FHWA approved the FONSI in September 2003, which qualified the project to receive state and federal funding. The next step towards implementing the project would involve the detailed design of the concept alignment identified in the FONSI, preparation of right-of-way and parcel maps, a public outreach program and contamination assessment; this phase is anticipated to take approximately 24 months to complete.

#### Project Funding

At one time the funding priority of the NW 7/9 Avenue Connector was ranked eighth among the County's transportation projects. However, because in recent years the funding emphasis has shifted to transit projects, in 2003 the NW 7/9 Connector was lowered to number 56 in priority and the approximately \$8 Million for right-of-way acquisition was reprogrammed into 2010 in the FDOT's work program and into the future years of the unfunded Long Range Transportation Plan. The City's representatives on the MPO board recently made a request to move the funds back into the five-year Transportation Improvement Plan (TIP). As a result, the MPO amended the TIP last February to include \$500,000 in FY 03-04 and \$1.1 Million in FY 04-05 for the design of the NW 7/9 Avenue Connector. The funding participation amounts for this project are 75% federal, 12.5% State and 12.5% local, respectively. The \$1.6 Million identified in the TIP includes the local match (\$200,000). The MPO also identified approximately \$6 Million in FY 2008/09 for right-of-way acquisition. The MPO will need to raise the priority ranking of the project before the \$6 million is committed for right-of-way acquisition in the five year TIP.

The PD&E Study, which ultimately cost just under \$1 Million, was originally funded equally by the City and Broward County through an Interlocal Agreement. Last January the County confirmed their continued participation and intent to fund half of the local match for design through a similar agreement, which would bring the cost of design to \$100,000 each for the City and County. The City's Capital Improvement Program for FY 2003/04 includes approximately \$508,000 for the NW 7/9 Avenue Connector (P09295.344); County representatives recently confirmed that at least \$100,000 is available for design in their current budget. We are preparing the agreement for execution by the City and County, which could be finalized once a contract for design services has been negotiated with an engineering firm to provide the consultant services for detailed design.

Project Status Report  
April 28, 2004  
Page 3

Since the project is being funded with federal dollars the City will need to file an application and execute a Local Agency Program (LAP) agreement with FDOT to obligate the \$1.6 Million in the TIP (\$1.5 Million being from sources outside of the City). To initiate that process, the FDOT has asked the City to provide a Resolution of support to file the application and execute the agreement. We anticipate the Resolution will be on the May 4, 2004 Regular Agenda for Commission approval.

### Design Phase

While the MPO has earmarked approximately \$6 Million in FY 2008/09 in the TIP for right-of-way acquisition, as stated above, is uncertain at this point if and when the project would actually encumber those funds since it is competing with other transportation projects in Broward County for a finite amount of funding. The right-of-way costs constitute the majority of project costs (approximately \$34 Million). It would therefore be in the project's best interest for the City to expedite the design and final construction drawings and be in a position to move forward with the right-of-way acquisition (i.e., so that it may be ranked higher than competing projects that may not be ready for implementation).

As the lead agency for the project, the City is responsible for hiring the engineering consulting firm to prepare the design and construction drawings for the NW 7/9 Avenue Project. Selection of a project consultant through the Consultants Competitive Negotiation Act (**CCNA**) process could take six months or more (not including the development of a scope of services and fee proposal for Commission approval), thus adding that much more time to the schedule to prepare the construction drawings.

As an alternative to selecting a consultant through the CCNA process, the design could be initiated through a task order to the Corradino Group under their existing contract with the City for general civil engineering consultant services. A scope of services would need to be developed as the basis for negotiating consultant fees and to define the deliverables and timeline for the project. We anticipate that a scope of services and task order for the design could be prepared in six to eight weeks for Commission approval. The Corradino Group has indicated that all but one of the subconsulting firms involved in the PD&E study could be retained for the design stage. The involvement of those firms in the next phase of the project would have the added benefit of providing a degree of efficiency and continuity for design and public outreach.

AAS/BB/CH/HDC/DG/ U:\May 4, 2004\PS MEMOS\04-594 Exh 7-9 Ave Connector.doc

Attachments

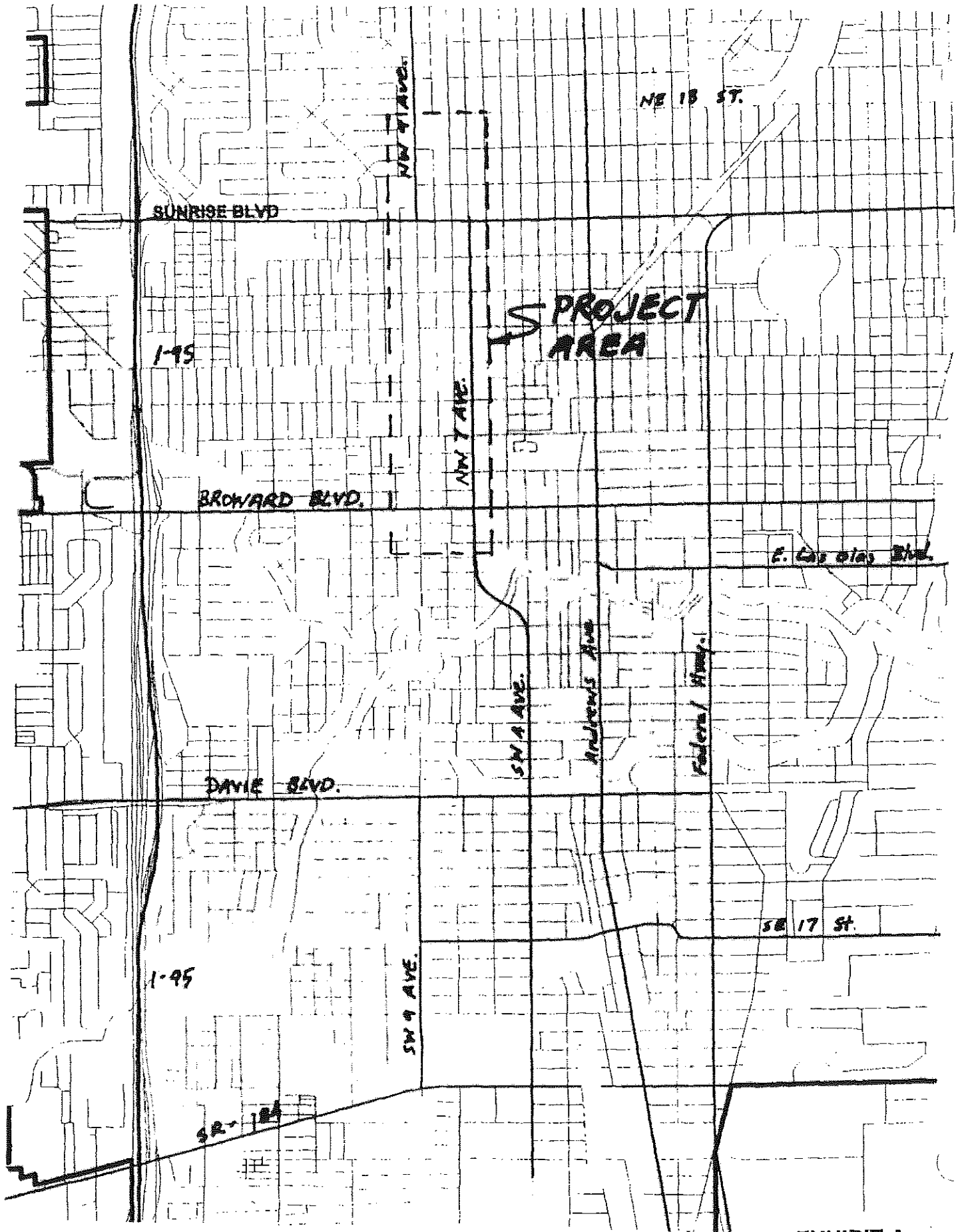
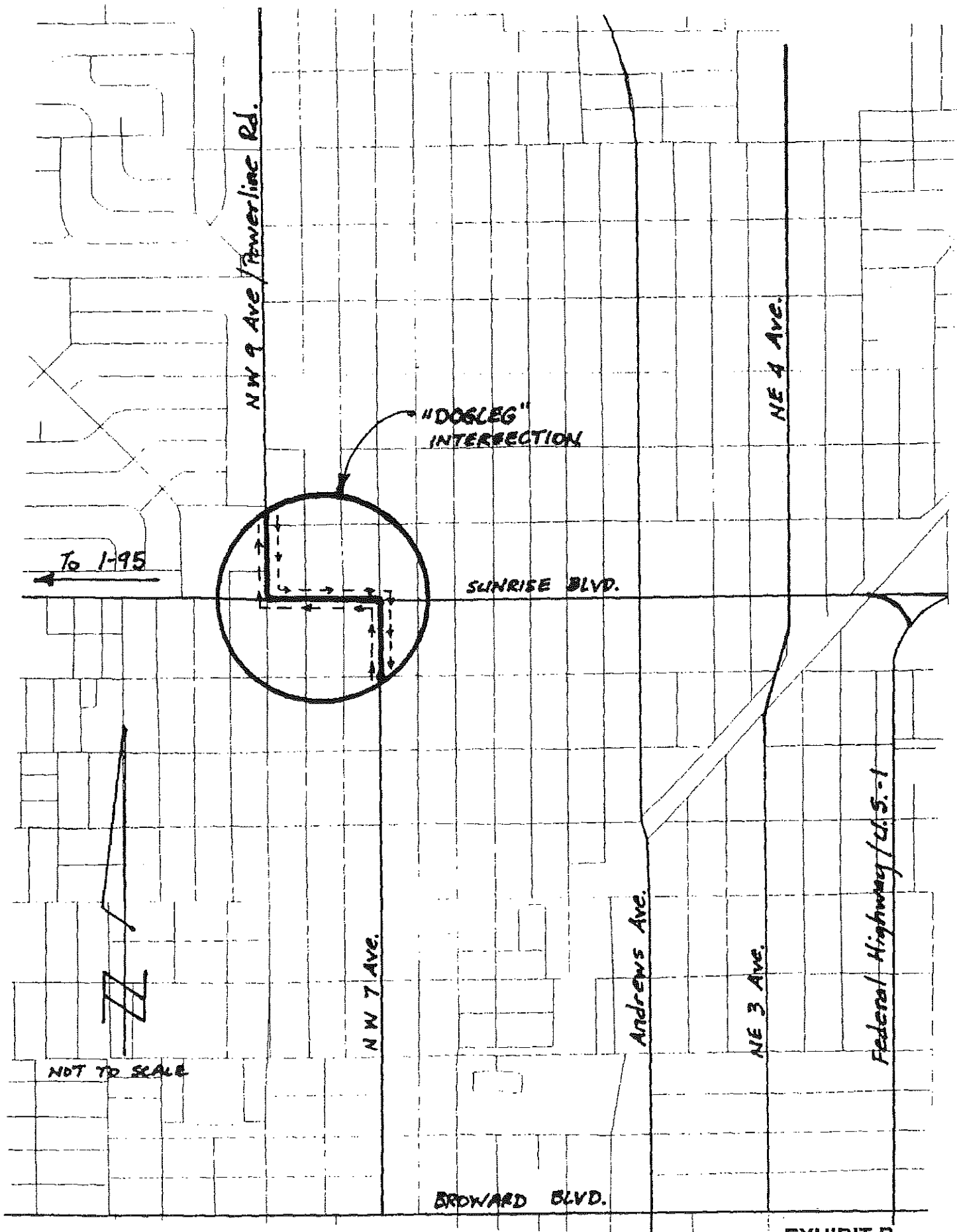
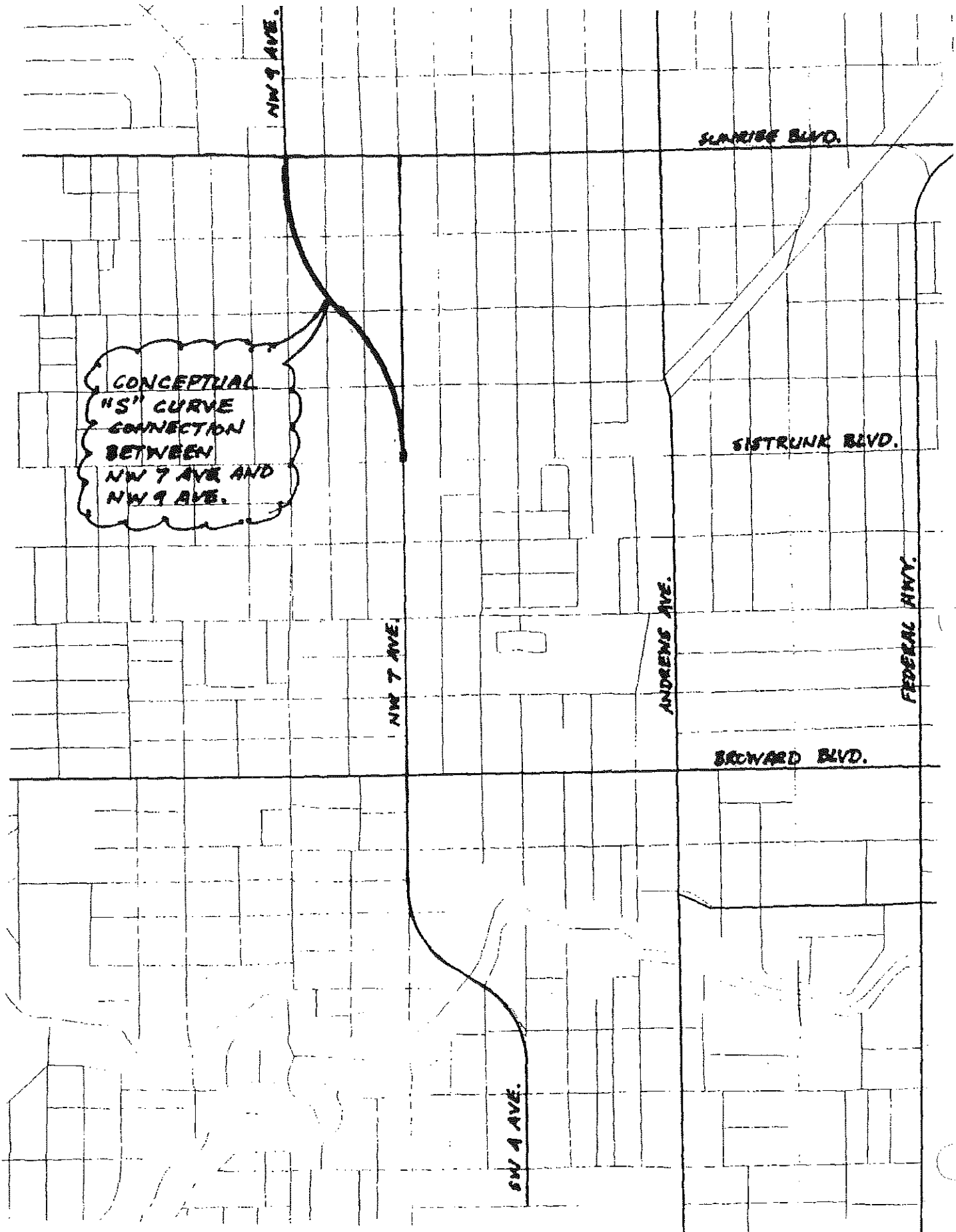


EXHIBIT A



NOT TO SCALE



CONCEPTUAL  
"S" CURVE  
CONNECTION  
BETWEEN  
NW 7 AVE AND  
NW 9 AVE.

**ALTERNATIVE D, 4E**

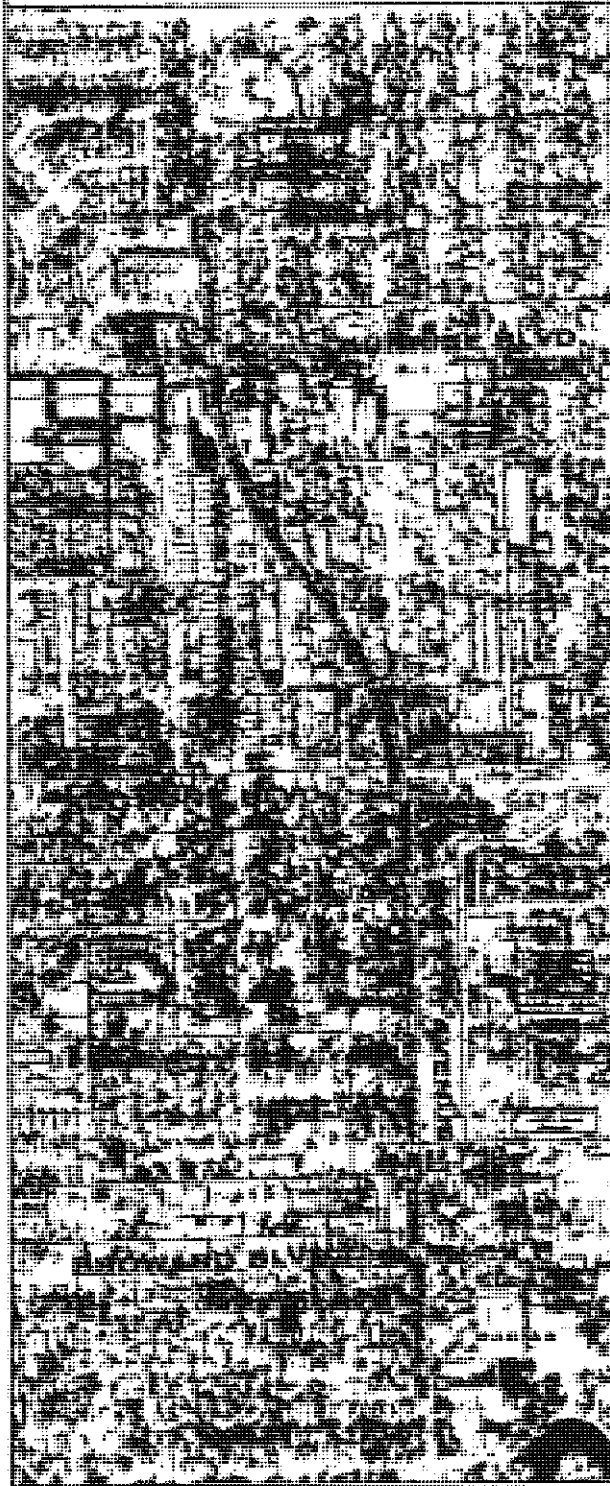
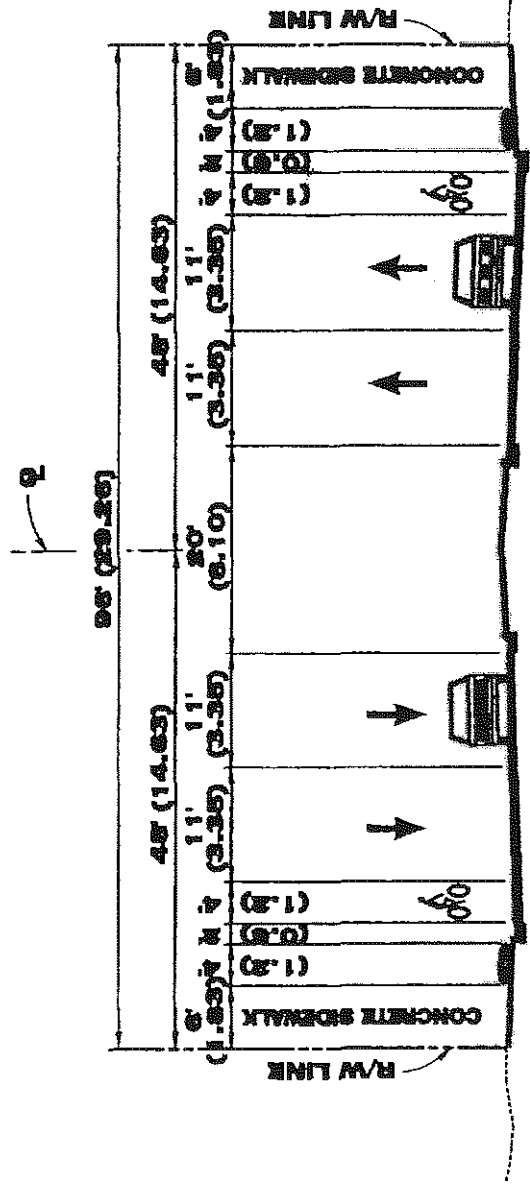


EXHIBIT  
D

2/15/54/rev00/plan/02/typical/typical.dwg April 22, 2013



**PROPOSED TYPICAL SECTION  
4 LANES WITH BICYCLE LANE**

Design Speed = 40mph (70 km/hr)

NW 7th/9th Avenue  
Proposed Typical Section

Figure  
9-2  
9-3



**RESOLUTIONS**

**Grant Application, Florida Inland Navigation  
District (FIND) – Waterways Assistance Program  
Grant - Project 10754- Riverwalk South Regional Park  
Project Phase III – Amended City Commission Resolution 04-35 (R-1)**

A resolution authorizing the proper City officials to proceed with further execution of all documents necessary to receive such grant funding.

**Recommend:** Introduce resolution.  
**Exhibit:** Memo No. 04-603 from Acting City Manager.

---

**Lot Clearing/Cleaning Charges (R-2)**

A resolution authorizing the imposition of a lien against the properties for costs associated with lot clearing/cleaning.

**Recommend:** Introduce resolution.  
**Exhibit:** Memo No. 04-626 from Acting City Manager.

---

**NW 7/9 Avenue Connector Project (P-9295) –  
Funding for Detailed Design - Local Agency Program (LAP)  
Agreement with the Florida Department of Transportation (FDOT) (R-3)**

A resolution authorizing the filing of an application with the Florida Department of Transportation (FDOT) for a Local Agency Program (LAP) funding agreement for costs associated with the detailed design of the NW 7/9 Connector, authorizing the proper City officials to execute said LAP agreement and authorizing the local funding match in the amount of \$200,000.

**Recommend:** Introduce resolution.  
**Exhibit:** Memo No. 04-594 from Acting City Manager.

---

RESOLUTION NO. 04-95

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO FILE A LOCAL AGENCY PROGRAM APPLICATION WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), ENTER INTO A LOCAL AGENCY PROGRAM (LAP) AGREEMENT WITH FDOT AND FURTHER AUTHORIZING THE PROPER CITY OFFICIALS TO PROVIDE REQUIRED LOCAL FUNDING PERTAINING TO THE DESIGN OF THE NW 7/9 AVENUE CONNECTOR PROJECT.

WHEREAS, at its meeting of January 17, 1996, the City Commission authorized the application of a local agency certification through the Florida Department of Transportation ("FDOT") to the Federal Highway Administration ("FHWA"); and

WHEREAS, this local agency certification application was approved, allowing the City to retain approval authority at the local level when developing federally-assisted transportation projects; and

WHEREAS, the Broward County Metropolitan Planning Organization (MPO) has programmed one million, six hundred thousand and no/100 Dollars (\$1,600,000.00) in the five (5) year Transportation Improvement Program (TIP) for the design of the NW 7/9 Avenue Connector Project; and

WHEREAS, FDOT is authorized to allow the City to proceed in completing this project subject to certain terms and conditions provided a Local Agency Project ("LAP") application is approved; and

WHEREAS, the City Commission of the City of Fort Lauderdale desires that a LAP application be filed with FDOT for the design of the NW 7/9 Avenue Connector Project; and

WHEREAS, the local funding match ("Local Agency Funds") requirement for this Project is two-hundred thousand and no/100 dollars (\$200,000.00); and

WHEREAS, the City Commission of Fort Lauderdale declares that such application and agreement is in the best interest of the City;

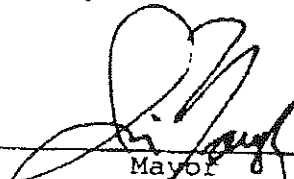
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the proper City officials are hereby authorized to file a Local Agency Program application with FDOT pertaining to the design of the NW 7/9 Avenue Connector Project, and are further authorized to enter into a Local Agency Program Agreement with the Florida Department of Transportation.

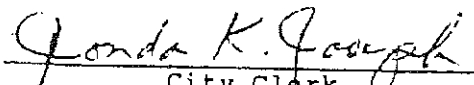
SECTION 2. That the proper City officials are hereby authorized to provide two-hundred thousand and no/100 dollars (\$200,000.00) as the local funding match ("Local Agency Funds") to FDOT.

SECTION 3. That the office of the City Attorney shall review and approve as to form all documents prior to their execution by City officials.

ADOPTED this the 4th day of May, 2004.

  
\_\_\_\_\_  
Mayor  
JIM NAUGLE

ATTEST:

  
\_\_\_\_\_  
City Clerk  
JONDA K. JOSEPH

L:\COM\M2004\RESOS\MAY4\04-95.WPD




## ATTACHMENTS

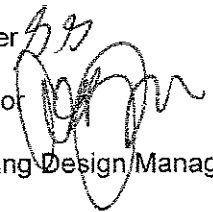
- Memo 08-151 – CRA Meeting Status Report on NE 6<sup>th</sup> Street/Sistrunk Blvd Streetscape and Enhancement Project
- Road Transfer Agreement between Broward County and Fort Lauderdale

MEMORANDUM NO 08-151

DATE: September 3, 2008

TO: Mayor Jim Naugle  
Vice-Mayor Charlotte E. Rodstrom  
Commissioner Christine Teel  
Commissioner Carlton B. Moore  
Commissioner Cindi Hutchinson

FROM: George Gretsas, City Manager 

VIA: Al Battle Jr., NPF CRA Director 

BY: Mina Samadi, CRA Engineering Design/Manager

SUBJECT: September 16, 2008, Community Redevelopment Agency Regular Meeting –  
Status Report - NE 6<sup>th</sup> Street/Sistrunk Boulevard Streetscape & Enhancement  
Project

PURPOSE

To provide the CRA Board a status report to the NE 6<sup>th</sup> Street/Sistrunk Boulevard Streetscape & Enhancement Project.

BACKGROUND

The final roadway design concept for NE 6<sup>th</sup> Street/Sistrunk Boulevard was approved by the City Commission, at the meeting on June 20, 2006 and by the Broward County Commission, at their meeting on June 27, 2006. A Road Transfer Agreement (RTA) was prepared and subsequently approved by the City of Fort Lauderdale at the June 5, 2007 City of Fort Lauderdale Commission meeting and approved by the Broward County Commission at their October 23, 2007 meeting.

THE PROJECT

The project includes major modifications including lane additions and reductions, underground and above ground utility modification and upgrades, installation of new wider sidewalks, lighting, and landscaping enhancements for NE 6<sup>th</sup> Street/Sistrunk Blvd from Federal Highway to NW 24<sup>th</sup> Avenue.

To complete the project design and re-construction of this 2.5-mile roadway, there has been coordination between staff members from the NPF CRA, different consultant teams, Broward County (various departments), Florida Department of Transportation (FDOT), and City of Fort Lauderdale utilities as well as other utility companies, property owners, and other regulatory agencies and technical professionals. In summary, the coordination efforts of NPF CRA staff include work on the issues involving the following areas:

1. Project Design and Permitting– consisting of managing the consultant, coordinating with Broward County Departments, South Florida Water Management District and FDOT.
2. Utility Coordination – involving coordinating efforts with Water Works 2011 for water and sewer issues as well as other utilities such as Florida Power and Light Company, AT&T and Comcast and TECO Gas to design and construct new or modify the existing as required by the utility service providers.

3. Right-of-Way Determination and Acquisition – consisting of the Right-of-Way Map preparation as well as assessment and assembling properties that may be required to build the most desirable project possible.
4. Project Construction – will involve preparation of the contract documents, advertise and receive contractor bids, select a contractor and manage the construction project from start to finish.

#### PROJECT DESIGN AND PERMITTING

The NE 6<sup>th</sup> Street/Sistrunk Boulevard Streetscape & Enhancement project limits, will be from Federal Highway (US-1) to NW 24<sup>th</sup> Avenue (City Limits). According to the Road Transfer Agreement this project will consist of sections of the roadway having different numbers of travel lanes within the project limits.

- The roadway section between Federal Highway and Andrews Avenue will remain as a 2-lane roadway with landscaped medians and sidewalks, on street parking, brick paver sidewalks and decorative streetlights. The overhead utilities are being placed underground within this segment.
- The roadway section between Andrews and NW 9<sup>th</sup> Avenue will remain as a 5-lane road. At locations small medians with landscaping for beautification are being designed within this section. The outer lanes on the east and west bounds will be signed as “off peak on street parking”, as is currently. This section will also receive new concrete sidewalks, decorative streetlights and bus shelters where possible.
- The 3-lane roadway section will be between NW 9<sup>th</sup> and NW 19<sup>th</sup> Avenues, consisting of one (1) lane of traffic westbound and 2-lanes of traffic eastbound with on street parking, paver sidewalks, decorative streetlights, landscaping within the sidewalks and new bus shelters. The overhead utilities are being converted to under ground.
- The roadway section between NW 19 Avenue and the City limits at NW 24<sup>th</sup> Avenue will remain as a 4-lane road with the existing medians and turn lanes will remain. The outer lanes on the east and west bound will be signed as “off peak on street parking”, as is currently. This section will receive cosmetic enhancement such as landscaping within the existing medians, new paver sidewalks, decorative streetlights and new bus shelters.

During the design and engineering process conceptual design plans have been provided to the appropriate technical staff members at various departments at Broward County and the Florida Department of Transportation. To date we have been receiving and addressing 60 percent design comments from the Broward County Engineering, Broward County Traffic Engineering as well as Florida Department of Transportation (FDOT).

#### UTILITY COORDINATION

Underground Utilities - The NE 6<sup>th</sup> Street/Sistrunk Boulevard Streetscape & Enhancement project will consist of the replacement of the water mains from Federal Highway to NW 17<sup>th</sup> Avenue. The water main replacement is being design by Water Works 2011 (WW2011) and is being coordinated with this project to avoid duplication and reduce project construction timing. In addition as a result of the roadway and landscaping design the WRT contract had to be amended for the design and adjustments to the existing sanitary sewer system in conflict with the new design.

Aboveground Utilities - The conversion of overhead electric and communication lines to underground requires these systems to be redesigned to be consistent with the project. This utility conversion project is being coordinated by CRA and City staff and involves further coordination with three (3) utility companies, which include Florida Power and Light (FPL), AT&T and Comcast. All three companies need to redesign the existing overhead systems in the Flagler Village area and a segment between NW 9<sup>th</sup> and NW 10<sup>th</sup> Avenues so that they can be converted for underground installation. This also requires the availability of right-of-way for the lines to be installed underground and the boxes above ground. FPL is the lead in this process since AT&T and Comcast utilize the FPL poles. FPL started the underground conversion design in July 2008.

#### RIGHT-OF-WAY DETERMINATION AND ACQUISITION

The design in the Flagler Village area requires 80-foot wide right-of-way, which is consistent with the Broward County Trafficways Plan requirement. The existing right-of-way within this segment is approximately 40-ft wide and additional right-of-way is necessary in order to accommodate the construction of the approved design. The Urban Group (TUG) was hired to contact the eighteen (18) affected property owners to help determine how much right-of-way could be acquired through donation or at a minimal cost, to build as much of the preferred roadway design concept for this section created several years ago. We have communicated with the fourteen (14) property owners to the north and four (4) property owners to the south. To date received a commitment from two (2) property owners, one on the south side and one (1) on the north side of the street, willing to donate right-of-way to benefit the construction of the project. The remaining seventeen properties are either not interested in donating property but have expressed a desire to sell us the property holdings and business interests, including the right-of-way requested. In addition, the responses from these property owners have included the desire to purchase these properties for amounts that greatly exceed appraised value.

It is the recommendation of NPF CRA staff to accept any donated portions and complete our design without purchasing right-of-way from adjacent property owners. This strategy would create an issue with design and utility installation, however this approach will allow us to preserve project funds for construction and allow the improvements to be built by the property owners as those properties are developed over time.

It is also requirement of Broward County that the right-of-way limits along the Sistrunk corridor from Andrews Avenue to the west of the project limit at NW 24<sup>th</sup> Avenue be accurately depicted on the project plans. Landmark Title Services, Inc. was hired to search the public records along the corridor to verify the existing right-of-way limits. It has been determined that the right-of-way along two (2) private properties and some of City of Fort Lauderdale properties were never properly dedicated and need to be recorded properly to resolve any construction conflicts. The right-of-way dedication instruments for City owned properties are being prepared and will be presented to the City Commission for approval at the October 21, 2008 meeting.

#### PROJECT CONSTRUCTION

NPF CRA staff will continue to work to resolve all outstanding design and permitting issues with the various utilities and regulatory agencies by the end of September 2008. After all design and permitting issues are resolved a construction bid package will be prepared to receive construction quotes. NPF CRA staff anticipates that a construction bid package should be ready to be advertised by November 30, 2008. A construction contractor should be selected by



December of 2008, with the contractor ready to start construction by February of 2009. Project construction is expected to take 10-12 months to complete.

#### CHRONOLOGY OF EVENTS SINCE OCTOBER 2007

Starting with the Broward County Commission approval of the Road Transfer Agreement a summary of events related to the project is listed below.

- o October 23, 2007 - Broward County Commission approval of Road Transfer Agreement (RTA)
- o November 29, 2007 - CRA Board issues task order Issued to Wallace, Roberts and Todd (WRT) for project design
- o December 1, 2007 - NPF CRA staff and consultant (WRT) commenced project design and permitting process
- o February 2008 - Coordinated the final location of the new bus stops with Broward County Transit and received approval on the reduced numbers, locations and design of the bus stops along the corridor.
- o March 4, 2008 - CRA Board authorized the issuance of a task order for The Urban Group to contact the affected property owners to help determine how much right-of-way could be acquired through donation or at a minimal cost in the Flagler Village area to build as much of the preferred roadway design concept for this section created several years ago.
- o June 17, 2008 - CRA Board and City of Fort Lauderdale Commission authorized the City of Fort Lauderdale's vendor Landmark Title Services, Inc. to perform title searches to verify project Right-of-Way limits and assist in preparing the Right-of-Way Map
- o June 17, 2008 - CRA Board authorized an amendment to the consultant contract with WRT to make adjustments and modifications to the project design for recently identified underground utility conflicts.

#### STATUS

- Project Design is more than 90% complete. Anticipated completion by November 2008
- Permitting Broward County Department of Environmental Protection is reviewing design for Storm water and Environmental permits to be completed by October 2008
- Ongoing coordination and permitting of the project design with all the Broward County Departments, SFWMD and FDOT to be completed by end of November 2008.
- The title company has completed the property searches, however the right-of-way map will require property dedication from the City of Fort Lauderdale and the remaining two (2) other property owners. The right-of-way was never acquired in the 1960's from the private property owners when this roadway was designed and constructed.

- The CRA staff and City staff are preparing the necessary ROW dedications from the City owned properties. Anticipated completion by October 2008.
- The CRA staff and City staff are preparing the necessary ROW dedications forms for the two (2) private property owner and proceed with the recording of those documents. Anticipated completion by November 2008.
- Completion of the contract documents for advertising, receive competitive bids and execute the construction contract by January 2009.
- Start of Construction by February 2009.

ADDITIONAL INFORMATION

Images of the newly designed roadway sections, streetscape materials, preferred landscape species, proposed street furnishings and modified bus stop locations have been attached as **Composite Exhibit A**.

OVERVIEW OF PROJECT FUNDING

The project is being funded through a number of committed resources, which include;

o NPF CRA Bond Funds	\$7,130,422
o Federal Transit Administration (FTA)	\$971,779
o FTA Transit Grants	\$6,000,000
o FDOT/FHWA Appropriations	\$1,867,500
o Broward County	<u>\$2,500,000</u> (NW 19 <sup>th</sup> Avenue to NW 24 <sup>th</sup> Avenue only)
 Total Funding Commitments	 \$18,469,701

The construction costs of the project are anticipated to be between \$16 million-\$20 million. Final construction costs will not be known until a bid package can be prepared to allow competitive bids by contractors.

NEXT STEPS

Complete the project design and prepare construction bid documents to begin construction by February 2009.

6-5-07 M-10

*TL*

ROAD TRANSFER AGREEMENT

Between

BROWARD COUNTY

and

CITY OF FORT LAUDERDALE

for

NORTHWEST/NORTHEAST 6<sup>TH</sup> STREET  
FROM NORTHWEST 19<sup>TH</sup> AVENUE TO NORTH FEDERAL HIGHWAY

THIS AGREEMENT made and entered into this 23<sup>rd</sup> day of October, 2007 by and between:

**BROWARD COUNTY**, a political subdivision of the state of Florida, hereinafter referred to as COUNTY, through its Board of County Commissioners,

AND

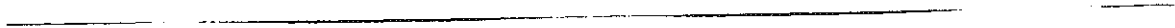
**CITY OF FORT LAUDERDALE**, a municipal corporation existing under the laws of the state of Florida, hereinafter referred to as MUNICIPALITY.

WHEREAS, Northwest/Northeast 6<sup>th</sup> Street (Sistrunk Boulevard) from Northwest 19<sup>th</sup> Avenue to North Federal Highway (U.S. 1), hereinafter referred to as the "Road," is located within the municipal limits of MUNICIPALITY, and pursuant to Chapter 335, Florida Statutes, is within the public road jurisdiction of COUNTY as of the effective date of this Agreement; and

WHEREAS, Sistrunk Boulevard is an important east-west arterial road that carries approximately 24,000 vehicles per day, providing for a direct connection into downtown Fort Lauderdale; and

WHEREAS, COUNTY and MUNICIPALITY have conceptually agreed upon a three (3) lane design for that portion of the Road between N.W. 9<sup>th</sup> Avenue and N.W. 19<sup>th</sup> Avenue, a schematic of which is attached hereto as Exhibit "A"; and

WHEREAS, COUNTY and MUNICIPALITY, to support the MUNICIPALITY's desire for economic development along the Road, are desirous of transferring the underlying title and responsibility for the planning, design, construction, improvement,



operation, maintenance of, and jurisdiction over the Road from COUNTY to MUNICIPALITY, subject to the restrictions contained herein; and

WHEREAS, pursuant to Section 335.0415, Florida Statutes, jurisdiction and responsibility for public roads may be transferred by mutual agreement of COUNTY and MUNICIPALITY; and

WHEREAS, Section 337.29(3), Florida Statutes, provides that title to roads transferred pursuant to Section 335.0415, Florida Statutes, shall be in the governmental entity to which such roads have been transferred upon the recording of a right-of-way map in the public records; and

WHEREAS, COUNTY and MUNICIPALITY have determined that it is in the best interest of the parties that responsibility for the planning, design, construction, improvement, operation, maintenance of, and jurisdiction over the Road and of any future improvements thereto be transferred to MUNICIPALITY subject to the terms of this Agreement; and

WHEREAS, COUNTY representatives have indicated that they will seek County Commission approval to fund aesthetic improvements to Sistrunk Boulevard, between Northwest 19<sup>th</sup> Avenue and Northwest 24<sup>th</sup> Avenue, which is just beyond the western-most boundary of the Road, not to exceed \$2.5 Million;

NOW, THEREFORE, IN CONSIDERATION of the promises and the mutual covenants contained herein, the parties hereby agree as follows:

1. **RECITALS.** The above recitals are true and correct and incorporated herein.
2. **CONSIDERATION AND TRANSFER OF JURISDICTION.** COUNTY agrees that in consideration of promises and covenants given by MUNICIPALITY in this Agreement, COUNTY relinquishes any and all legal rights, interests, and responsibilities with respect to the Road including, but not limited to, planning, design, construction, improvement, operation, maintenance of, and jurisdiction over the Road, subject to the terms and conditions set forth herein, and hereby transfers to MUNICIPALITY all legal rights, responsibilities, obligations, and jurisdiction with respect to and over the Road; subject, however, to the terms of this Agreement and the Traffic Engineering Agreement, dated November 27, 1984, as the same has been or may be amended from time to time, between COUNTY and MUNICIPALITY.
3. Upon the proper execution of this Agreement, MUNICIPALITY agrees to accept all legal rights, responsibilities, and obligations with respect to the Road including, but not limited to, the planning, design, construction, improvement, operation, maintenance of, and jurisdiction with respect to and over the Road. The parties have agreed to a conceptual three (3) lane design, a conceptual schematic of which is attached hereto as Exhibit "A," such three (3) lane design being subject to the approval process set forth in section 7 hereof. The parties agree to continue to negotiate in good faith to identify

aesthetic improvements on a portion of Sistrunk Boulevard, between Northwest 19<sup>th</sup> Avenue and Northwest 24<sup>th</sup> Avenue, which is just beyond the western-most boundary of the Road, at a cost not to exceed \$2.5 Million, for consideration for funding by COUNTY. The parties also agree to reconvene five (5) years after the project is completed to review the aesthetic enhancements and examine its impact on the surrounding neighborhoods.

4. To the extent permitted by law, and subject to the protection, immunities, and limitations afforded MUNICIPALITY under Section 768.28, Florida Statutes, MUNICIPALITY shall, at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of MUNICIPALITY, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. It is specifically understood and agreed that the indemnification provisions of this Agreement do not cover or indemnify the COUNTY for the negligence of the COUNTY, its agents, servants, or employees.

5. **RECORD RIGHT-OF-WAY INFORMATION.** COUNTY's right-of-way map shall consist of evidence of public right-of-way ownership and documents affecting that right-of-way to the extent COUNTY has documentation of the right-of-way and in the form utilized by the COUNTY in carrying out its jurisdiction responsibilities. The parties acknowledge that the intent herein is to provide MUNICIPALITY with the same record of right-of-way information that COUNTY possesses and utilizes.

6. **RECORDATION OF AGREEMENT AND RIGHT OF WAY MAPS.** Upon execution of this Agreement by MUNICIPALITY and COUNTY, COUNTY shall record this Agreement and a Right of Way map of the Road, consisting of the Broward County Engineering Division's Section Maps depicting the deed and plat dedications for the Road in the public records of Broward County, Florida. Transfer of title to the Road from COUNTY to MUNICIPALITY shall become effective upon such recordation pursuant to Section 337.29(3), Florida Statutes.

7. **CONDITIONS OF TRANSFER OF JURISDICTION.** As a condition of COUNTY relinquishing its rights to the Road and transferring its interest in the Road to the MUNICIPALITY pursuant to the terms of this Agreement, the MUNICIPALITY acknowledges and agrees to the following terms:

a. Before commencing any design changes of whatever nature to the Road, such as lane reductions or traffic calming measures, MUNICIPALITY shall be required to obtain the written approval and consent of COUNTY. MUNICIPALITY shall submit to COUNTY all documentation which may be reasonably required by COUNTY to review any design change to the Road proposed by MUNICIPALITY.

COUNTY shall provide MUNICIPALITY with a written response to the proposed design changes within ninety (90) days of submittal by MUNICIPALITY. However, after approval and construction of the initial roadway improvements subsequent to the transfer of jurisdiction, MUNICIPALITY shall not be required to obtain the written approval and consent of COUNTY as to proposed modifications, such as cosmetic changes to various rights-of-way elements, which do not impact the Road's design for capacity.

b. MUNICIPALITY agrees that the Road transferred to MUNICIPALITY shall only be used as Road right-of-way and for no other purposes whatsoever. MUNICIPALITY agrees that it shall not, and is specifically prohibited from, commencing any design changes, unless done so in accordance with section 7.a., above, and transferring, disposing, conveying, or otherwise causing title to any portion of the Road to be held by any party other than the MUNICIPALITY, without the written consent of the COUNTY. The parties agree that the conditions contained in Sections 7.a. and 7.b. of this Agreement shall be deemed use restrictions on the Road property, which use restrictions shall run with the land and shall be binding to the fullest extent permitted by law and equity. Such covenant and use restriction shall inure to the benefit of COUNTY and be enforceable against the MUNICIPALITY, its successors and assigns. In the event of any violation of the use restrictions as set forth in Sections 7.a and 7.b, COUNTY shall have a judicially enforceable right of reversion. Additionally, nothing herein shall limit the COUNTY's right nor the CITY's right to pursue all remedies at law and in equity, including injunctive relief, which the parties acknowledge is an appropriate remedy in the event of a violation of the use restrictions.

The Parties hereby affirm and acknowledge that this Agreement shall be recorded in the Public Records of Broward County, Florida, so as to evidence the creation and imposition of the declaration of restrictions created herein.

**8. NOTICE.** Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director, Broward County Public Works and Transportation Department  
1 University Drive, Suite 305  
Plantation, Florida 33324

Road Transfer Agreement  
Sistrunk Boulevard  
Broward County / City of Fort Lauderdale

For the MUNICIPALITY:

Public Works Director  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

**9. MISCELLANEOUS**

**9.1** This Agreement shall terminate upon mutual written agreement of the parties, executed with the same formalities as this Agreement, provided, however, that the provisions of Section 4 shall survive such termination and shall continue in full force and effect to the extent that any claims, legal or suit actions, damages, liabilities, expenditures, or causes of action of any kind or nature that may be filed against COUNTY and that arose out of the MUNICIPALITY's performance pursuant to the terms of this Agreement.

**9.2 AUDIT RIGHT AND RETENTION OF RECORDS.** COUNTY shall have the right to audit the books, records, and accounts of MUNICIPALITY that are related to this Project. MUNICIPALITY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. MUNICIPALITY shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to MUNICIPALITY's records, MUNICIPALITY shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by MUNICIPALITY. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

**9.3 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT.** MUNICIPALITY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. MUNICIPALITY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, MUNICIPALITY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment,

Road Transfer Agreement  
Sistrunk Boulevard  
Broward County / City of Fort Lauderdale

upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

**9.3.1 MUNICIPALITY's** decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16-1/2), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

**9.3.2 MUNICIPALITY** shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16-1/2) in performing any services pursuant to this Agreement.

**9.4 THIRD PARTY BENEFICIARIES.** Neither MUNICIPALITY nor COUNTY intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

**9.5 ASSIGNMENT AND PERFORMANCE.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. MUNICIPALITY represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Participation and to provide and perform such services to COUNTY's satisfaction. MUNICIPALITY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of MUNICIPALITY's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

**9.6 MATERIALITY AND WAIVER OF BREACH.** COUNTY and MUNICIPALITY agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**9.7 COMPLIANCE WITH LAWS.** MUNICIPALITY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.



**9.8 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 unless COUNTY or MUNICIPALITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

**9.9 JOINT PREPARATION.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and 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.

**9.10 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 this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 9 of this Agreement shall prevail and be given effect.

**9.11 APPLICABLE LAW AND VENUE.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.

**9.12 AMENDMENTS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and MUNICIPALITY.

**9.13 PRIOR AGREEMENTS.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. The parties acknowledge the proposed Road Transfer Agreement dated August 10, 2004 is of no force and effect. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 9.12 above.

**9.14 EFFECTIVE DATE.** The Effective Date of this Agreement shall be the date upon which the last party fully executes this Agreement.


**9.15 MULTIPLE ORIGINALS.** There shall be five (5) originals of this Agreement, each bearing the original signatures of the respective parties, and each shall have the force and effect of an original document.

(REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have made and executed this Road Transfer Agreement on the respective dates under each signature: 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 \_\_\_, 20\_\_\_, and CITY OF FORT LAUDERDALE, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

  
County Administrator and Ex-Officio  
Clerk of the Board of County  
Commissioners of Broward County,  
Florida

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

By Josephus Eggleston  
Mayor

24 day of Oct., 2007.




Approved as to form by  
Office of County Attorney  
Broward County, Florida  
JEFFREY J. NEWTON, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By Al A. DiCalvo 10/18/07  
Al A. DiCalvo  
Assistant County Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24 day of Oct., 2007 by \_\_\_\_\_, Mayor or Vice-Mayor, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC-STATE OF FLORIDA  
 Bradley Seff  
Commission # DD551507  
My Comm. Expires: 05/13/2010

Bradley Seff  
Print Name: Bradley Seff  
Notary Public in and for the  
County and State last aforesaid.  
My Commission Expires: 5/13/10  
Serial No., if any: DD551507

ROAD TRANSFER AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE FOR NORTHWEST 6<sup>TH</sup> STREET FROM NORTHWEST 19<sup>TH</sup> AVENUE TO NORTH FEDERAL HIGHWAY.

MUNICIPALITY

Attest:

CITY OF FORT LAUDERDALE

Jordak Joseph  
City Clerk

By [Signature]  
Mayor

16 day of October, 2007

By [Signature]  
City Manager

15 day of October, 2007

APPROVED AS TO FORM:

By [Signature]  
City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16 day of October, 2007 by Jim Naugle, Mayor or Vice-Mayor, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]  
Print Name: \_\_\_\_\_  
Notary Public in and for the  
County and State last aforesaid.  
My Commission Expires: \_\_\_\_\_  
Serial No., if any: \_\_\_\_\_



10/5/07  
RoadTransfer Sistrunk 100507.a01.doc

Road Transfer Agreement  
Sistrunk Boulevard  
Broward County / City of Fort Lauderdale

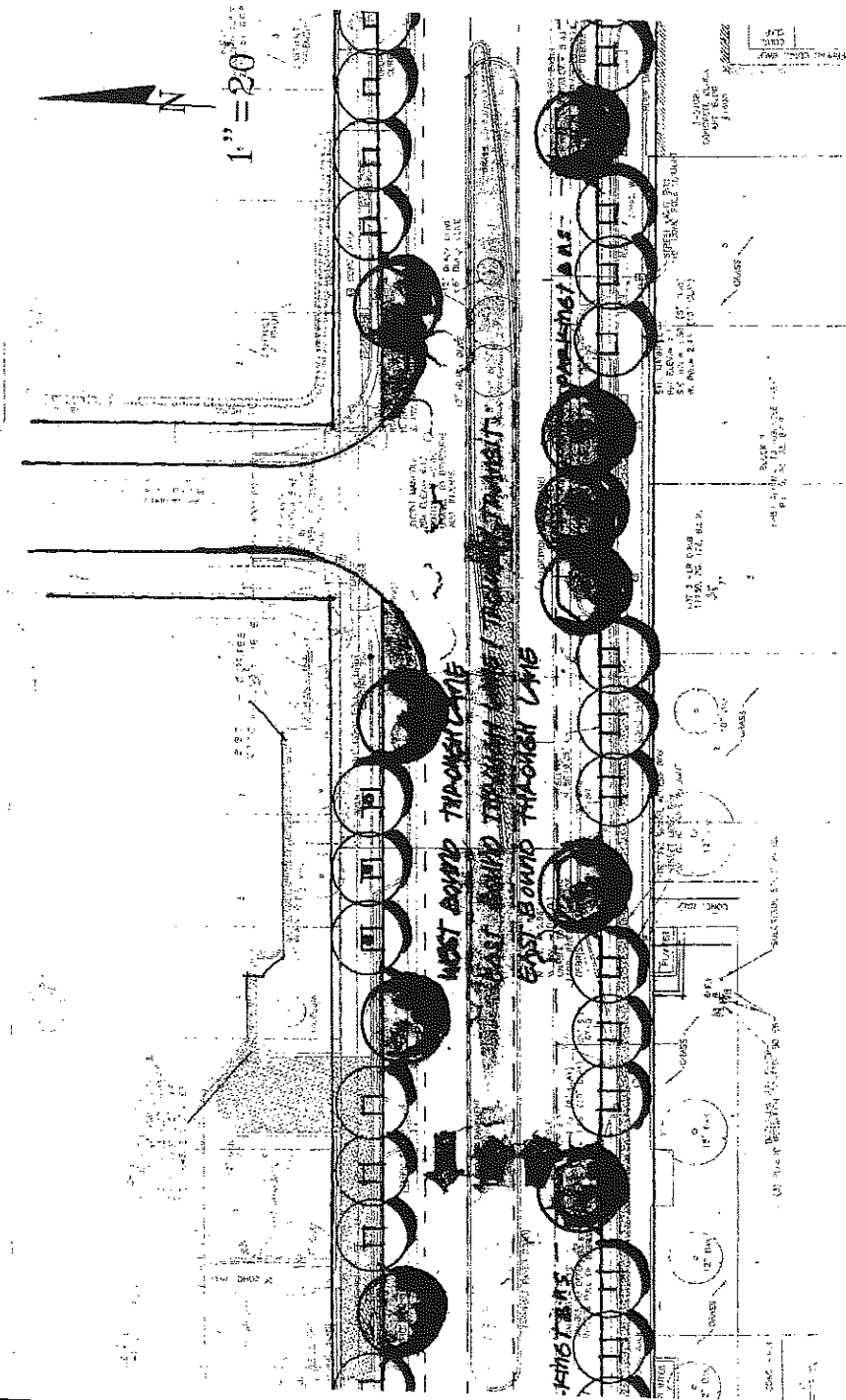


EXHIBIT "A"  
Page 1 of 2

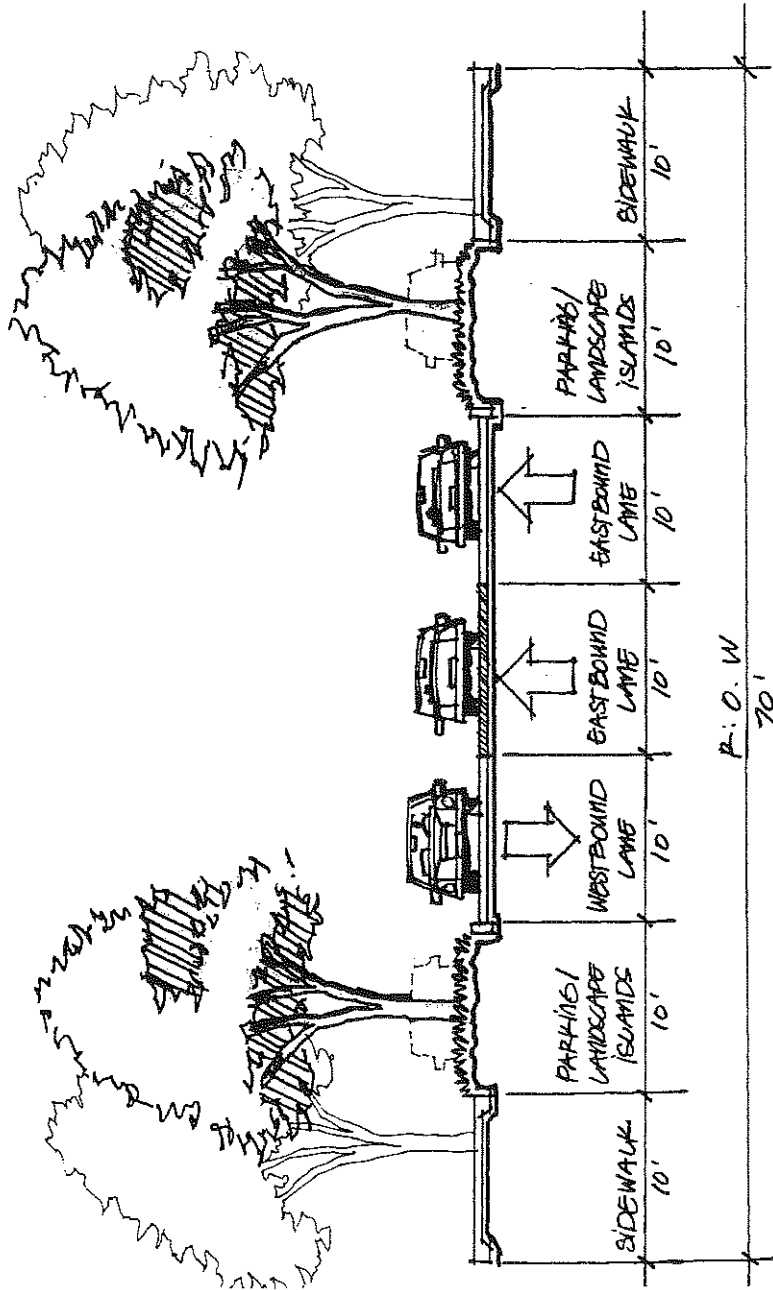
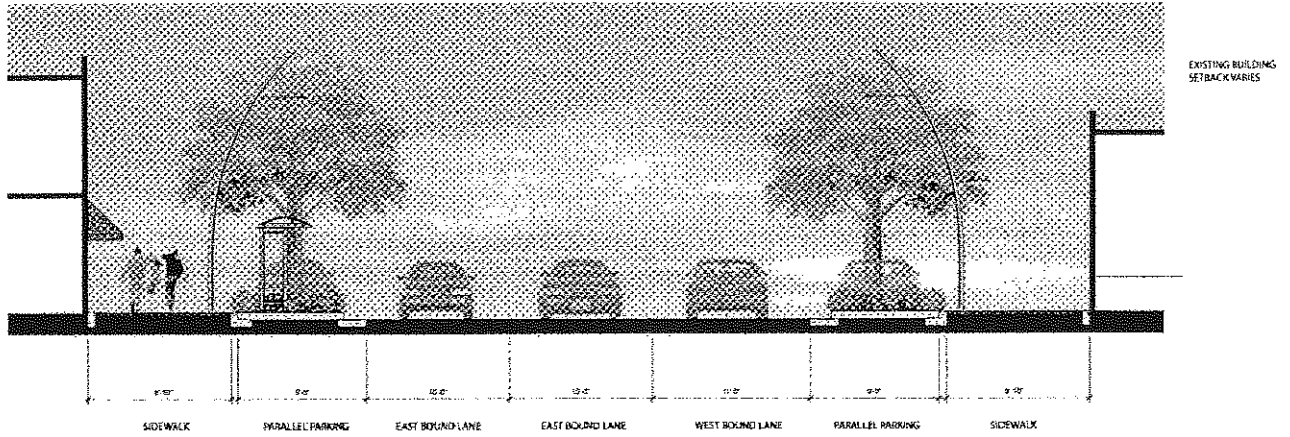


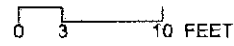
EXHIBIT "A"  
Page 2 of 2

Sistrunk Blvd Design Renderings

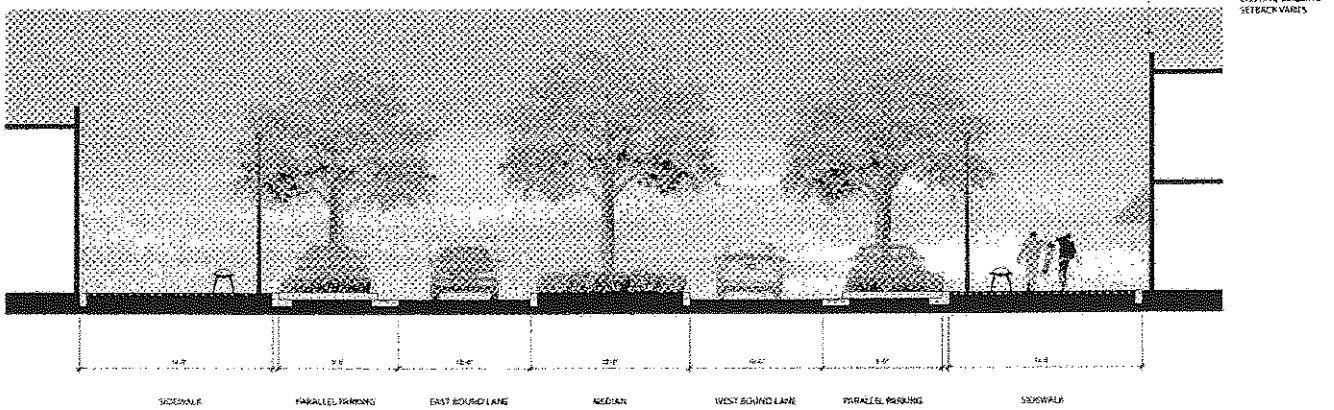
"GOLD"



SEGMENT 2 - NW 19th to NW 9th TYPICAL ILLUSTRATIVE SECTION



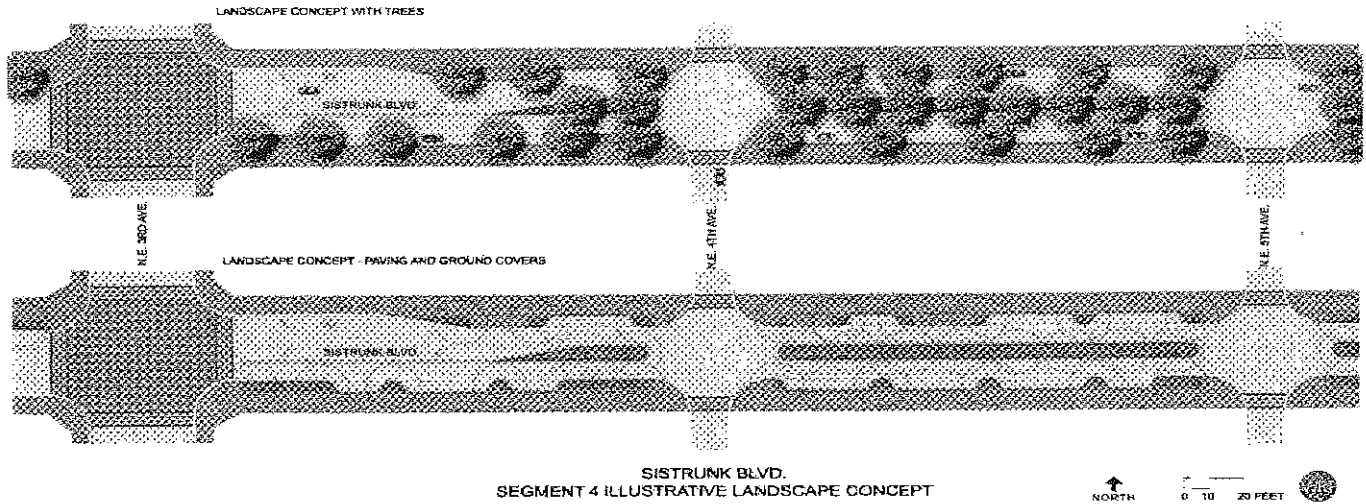
"BLACK LUMINIS"



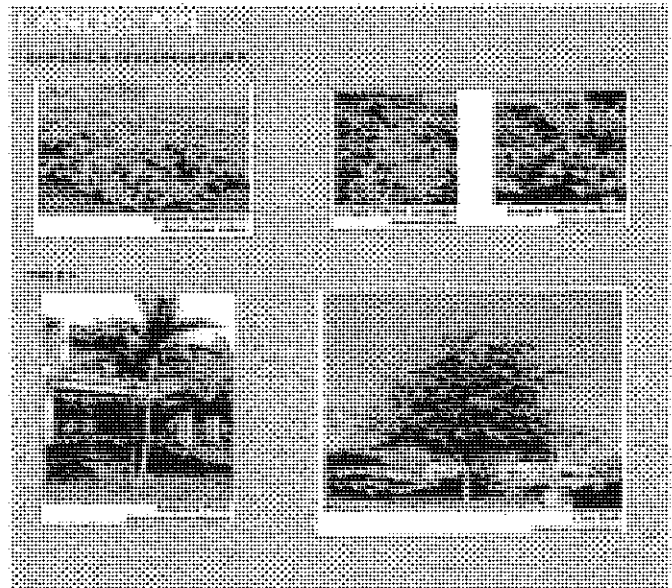
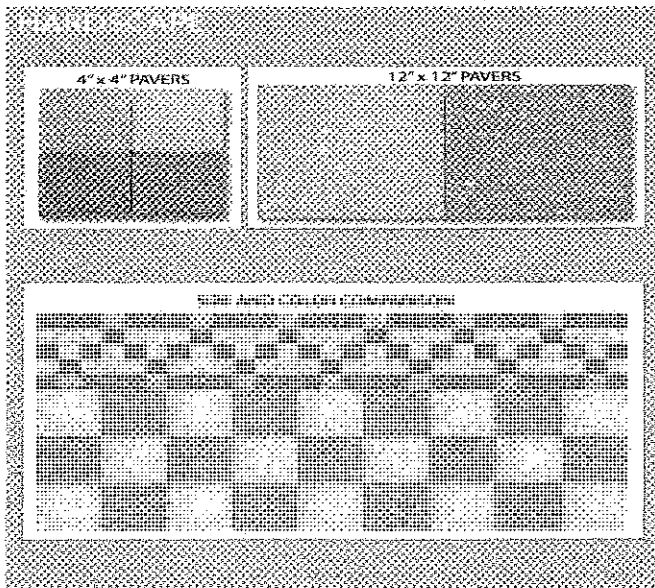
SEGMENT 4 TYPICAL ILLUSTRATIVE SECTION



**Sistrunk Blvd Design Renderings**



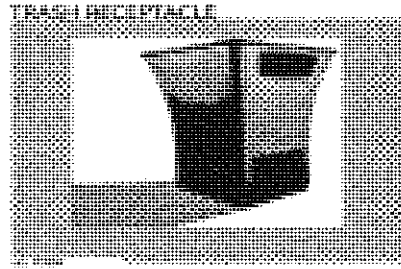
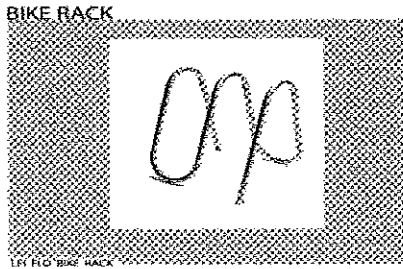
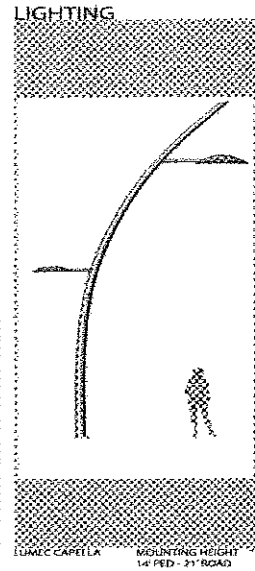
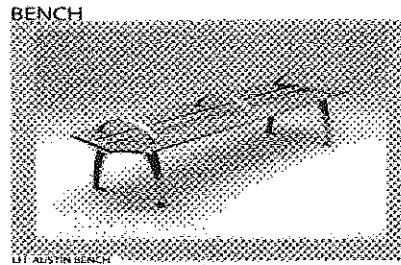
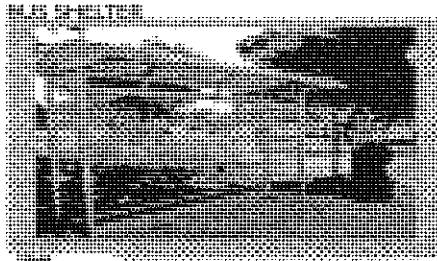
**SISTRUNK BLVD. MATERIALS BOARD**



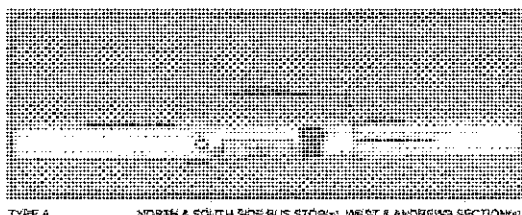
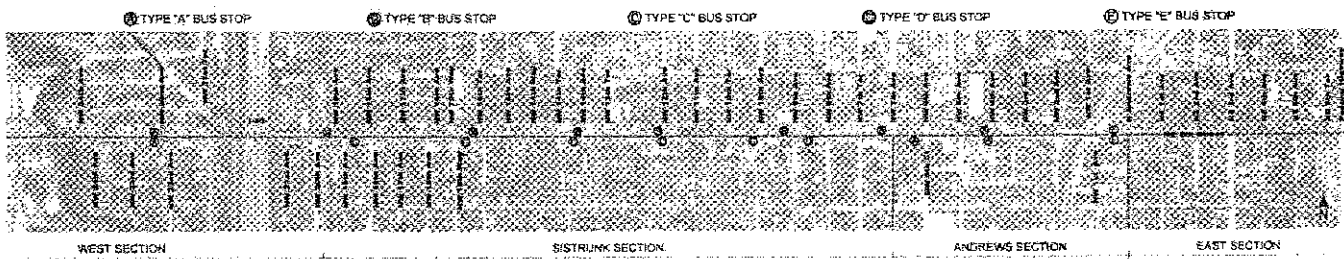


**Sistrunk Blvd Design Renderings**

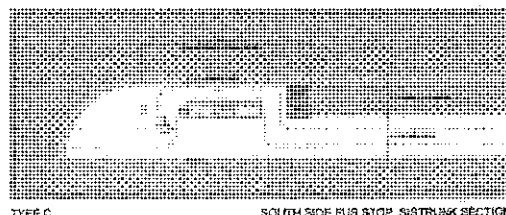
**SISTRUNK BLVD. RECOMMENDED FURNISHINGS**



**SISTRUNK BOULEVARD: BUS STOP TYPICALS**



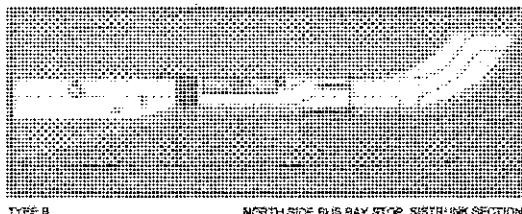
TYPE A NORTH & SOUTH SIDE BUS STOP(S), WEST & ANDREWS SECTION(S)



TYPE C SOUTH SIDE BUS STOP, SISTRUNK SECTION

\* TYPE 'E' BUS STOP/ALTERNATES ARE LIMITED TO BENCHES AND TRASH RECEPTILES BECAUSE OF THE LOCATION'S SPATIAL CONSTRAINTS

TYPE E



TYPE B NORTH SIDE BUS BAY STOP, SISTRUNK SECTION



TYPE D NORTH & SOUTH SIDE BUS STOP(S) w/ ADDITIONAL R.C.W. NEEDS SISTRUNK SECTION

**LEGEND**

- ASH #10 CLEARANCE
- ENLARGED BENCH (SISTRUNK SECTION)
- TRASH RECEPTACLE
- BIKE RACK
- BENCH
- TRASH RECEPTACLE
- IMPROVED QUALITY TRANSIT SIGN
- LANDSCAPE LIGHTING
- LANDSCAPE LIGHTING



# **BEACH ISSUES**

**1**

## ATTACHMENTS

- 2/5/08 Agenda Report – Beach Renourishment – Sand Replenishment – URS Corp.
- 2/5/08 City Commission Conference Meeting Report Minutes

# COMMISSION AGENDA REPORT

COMMISSION MEETING DATE:  AGENDA ITEM:

COMMISSION REPORT NO:

PREPARED BY:  DEPT:

DEPARTMENT DIRECTOR'S SIGNATURE  
  
AUTHOR'S NAME, TITLE, AND TELEPHONE NUMBER

CITY MANAGER'S SIGNATURE

TITLE 1:   
TITLE 2:

SUBJECT:

REQUESTED ACTION (STAFF RECOMMENDATION - CONTENT OF MOTION):

- REGULAR AGENDA
  - CONFERENCE
- |  |   |   |   |
|--|---|---|---|
| <input type="radio"/> Motion             | <input type="radio"/> Motion for Discussion | <input checked="" type="radio"/> Old/New Business | <input type="radio"/> City Commission Reports |
| <input type="radio"/> Public Hearing     | <input type="radio"/> Ordinance             | <input type="radio"/> Exec Closed Door            | <input type="radio"/> City Manager Reports    |
| <input type="radio"/> Resolution         | <input type="radio"/> Presentation          | <input type="radio"/> Conference Reports          |   |
| <input type="radio"/> Purchase           | <input type="radio"/> Citizen Presentation  | <input type="radio"/> Advisory Boards             |   |
| <input type="radio"/> Consent Resolution |   |   |   |

Public Notice Advertised:

FUNDS APPROPRIATION/TRANSFER (provide index code, subobject, and title of subobject):

### FOR PROCUREMENT ITEMS ONLY

PROCUREMENT REFERENCE NO:  TRANSACTION TYPE:   
BIDS SOLICITED/RECEIVED:  WBE:  LATE BID:   
Vendor:  MBE:  NO BID:

Amount:  Details:

Procurement Recommendation:

**Description of Exhibits:**

1. PowerPoint Presentation	2. CAR 07-2036	3.
4.	5.	6.
7.	8.	9.

**EXHIBITS: AVAILABLE VIA HARDCOPY: Exhibit #s:**

**PRIOR COMMISSION/BOARD ACTION: (attach additional file if necessary)**

On December 18, 2007 the City Commission adopted a resolution (CAR 07-2036), authorizing 1) to approve an emergency agreement with URS Corporation for services to facilitate implementation of the field permit and address the requirements associated with emergency sand restoration at Fort Lauderdale beach and 2) amending the 2007-2008 budget to appropriate money to fund the agreement.

**BACKGROUND/DETAIL:**

City staff will present its proposed plan for the emergency plan to place 2,000 cubic yards of sand on the Fort Lauderdale Beach in the area of NE 16th Street. URS Corporation, the City's beach sand consultant will also be available.

Staff and URS have received permits from the State Departments of Environmental Protection and Transportation to place the sand on the beach and control traffic along A1A. Sand placement will be in an approximate 500 foot long area centered on NE 16th Street.

The proposed sand hauling contract is on tonight's, February 5 Consent Agenda. Hauling is proposed to start on February 6 and continue for 5 days, excluding Saturday and Sunday.

In addition, Steve Higgins, Beach Erosion Administrator for the Broward County Environmental Protection Department, will briefly update the Commission on the County's Beach Nourishment Segment II Project that includes the entire Fort Lauderdale Beach.

A copy of the presentation is attached as Exhibit 1; CAR 07-2036 is attached as Exhibit 2.

**Attorney's Initials:**

# **Broward County, Segment II, Beach Nourishment Project**

---

A Presentation to the City of Fort  
Lauderdale Commission

By  
Stephen Higgins  
Broward County Beach Erosion Administrator

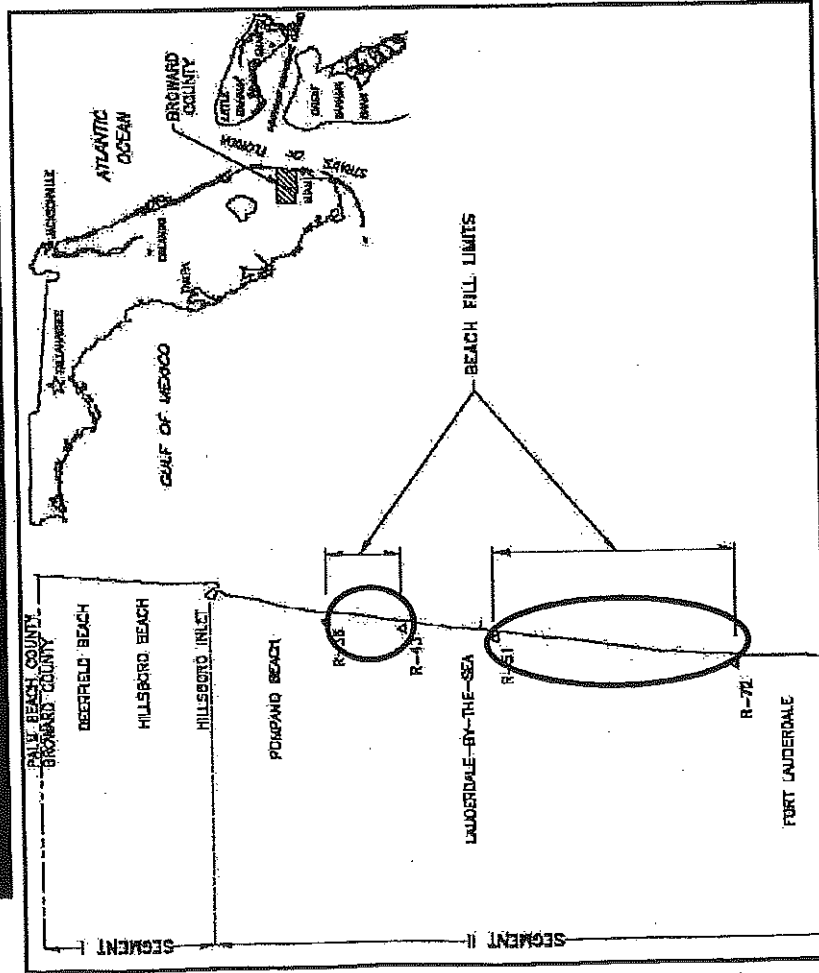
January 15, 2008

City of Fort Lauderdale  
Commission Briefing on Beach  
Nourishment Project

1

CAR 08-0049  
EXHIBIT 1

# Original Design Beach Fill Limits



- From SE 4<sup>th</sup> St. Pompano Beach to Ocean Colony Condo in LBTS
- From 300 feet south of Commercial Blvd. Pier to Terramar St. in Fort Lauderdale
- Approximately 900,000 cubic yards



# Segment II

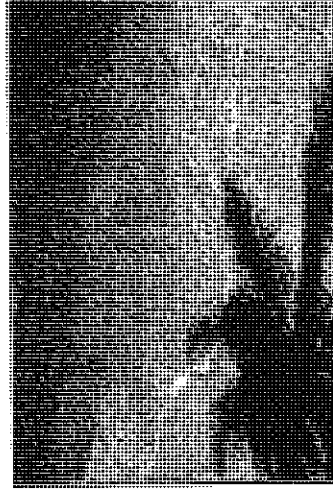
---

- Preliminary design work for Segment II conducted 2001 to 2004 as part of a planned combined project
- Agencies required bifurcation of the project: Segment III permitted to proceed; Segment II to wait for evaluation of Segment III impacts
- Segment II fill areas, quantities, estimated costs based on 2001 analyses

## Segment II Going Forward

---

- County is finalizing contract amendment with consultants to reinitiate E & D and permitting
- Project quantities, extent, configuration may change based on:
  - regulatory constraints
  - sand source(s)
  - current beach conditions
  - Funding availability



## Segment II Issues

### Regulatory Constraints

---

- Two species of hard corals found on Broward's reefs have been federally listed as "threatened"
- Buffers between reefs and borrow areas may be increased, reducing available sand
- Mitigation will be required for nearshore hardbottom impacts, both predicted and actual
- Sand quality will be subject to increased scrutiny

# Segment II Issues

## Funding Availability

---

- Federal funding is decreasing
  - Fed currently owes Broward ~\$20 million for reimbursement of Segment III construction
  - Recent annual Congressional appropriations average less than \$1 million
  - Not all federally-required beach easements have been obtained
- State funding for Segment II will be less than optimal
  - Some project areas not eligible due to lack of parking and access

## Segment II Issues

### State Funding Eligibility

---

- State criteria require access with adequate parking and facilities every 1/2 mile
- Parking and accesses must be available to the general public "on an equal basis" (62B-36 F.A.C.)
- A portion of Galt Ocean Mile is not considered eligible for state funding
- Due to the disparity in parking fees along Fort Lauderdale's beach, some of the City's beach will not be eligible for state funding
- To the extent that City rules limit state funding, City's share of costs will increase

# Segment II Project Status Summary

---

- Engineering/design and permitting will resume with sand search, beach condition and bathymetric surveys
- A Supplemental GRR and EIS will be prepared
- State and Federal funding has been and will be requested
- Significant regulatory issues remain to be resolved
- City parking rules may limit state funding eligibility for some length of beach
- County's goal is to construct in fall of 2009

# Broward County, Segment II, Beach Nourishment Project

---

**THANK YOU**

January 15, 2008

City of Fort Lauderdale  
Commission Briefing on Beach  
Nourishment Project

# COMMISSION AGENDA REPORT

COMMISSION MEETING DATE: 12-18-2007 AGENDA ITEM: CR-06

COMMISSION REPORT NO: 07-2036

PREPARED BY:

Albert Carbon 12-12-2007 17:36:36 DEPT: Public Works

DEPARTMENT DIRECTOR'S SIGNATURE

Albert J. Carbon III, P.E., Public Works Director 954-828-5290

AUTHOR'S NAME, TITLE, AND TELEPHONE NUMBER

George Gretsas 12-13-2007 16:08:39

CITY MANAGER'S SIGNATURE

TITLE 1: AMEND OPERATING BUDGET AND AGREEMENT - URS CORPORATION - \$49,442

TITLE 2: EMERGENCY SAND RESTORATION - BEACH - NE 16 STREET

SUBJECT:

A resolution authorizing 1) an emergency agreement with URS Corporation, in an amount not to exceed \$49,442 - facilitate implementation of field permit and address requirements associated with emergency sand restoration at Fort Lauderdale beach in NE 16 Street area and 2) amend fiscal year 2007-2008 final operating budget, appropriating \$49,442 to fund this agreement.

REQUESTED ACTION (STAFF RECOMMENDATION - CONTENT OF MOTION):

Adopt resolution.

REGULAR AGENDA

CONFERENCE

Motion

Motion for Discussion

Old/New Business

City Commission Reports

Public Hearing

Ordinance

Exec Closed Door

City Manager Reports

Resolution

Presentation

Conference Reports

Purchase

Citizen Presentation

Advisory Boards

Consent Resolution

Public Notice Advertised:

FUNDS APPROPRIATION/TRANSFER (provide index code, subject, and title of subobject):

Appropriate \$49,442 from Fund 340, Subfund 02, Acct. 271 Undesignated Fund Balance (screen FAML6400), to P11357.340-6599, Fund 340, Subfund 01.

## FOR PROCUREMENT ITEMS ONLY

PROCUREMENT REFERENCE NO: TRANSACTION TYPE:

BIDS SOLICITED/RECEIVED: WBE: LATE BID:

Vendor: MBE: NO BID:

Amount: Details:

Procurement Recommendation:

CAR 08-0049

EXHIBIT 2



**Description of Exhibits:**

1.		2.		3.	
4.		5.		6.	
7.		8.		9.	

**EXHIBITS: AVAILABLE VIA HARDCOPY: Exhibit #s:**

**PRIOR COMMISSION/BOARD ACTION: (attach additional file if necessary)**

**BACKGROUND/DETAIL:**

Tropical Storm Noel influenced weather patterns around the City of Fort Lauderdale, intensifying sand erosion along Fort Lauderdale beach. It was especially damaging between Sunrise Blvd and NE 18th Street. City staff took immediate action by mobilizing Parks and Public Works Department crews. The Police Department assisted by mitigating traffic concerns along ALA, while sand was recovered from ALA and returned to the beach. Storm impacts to the City's beach have been documented by Florida Department of Environmental Protection (FDEP) Bureau of Beaches and Shores. A field permit was issued last week by FDEP to the City for placement of approximately 500 cubic yards (CY) of suitable material in the vicinity of the NE 16th Street hotspot. FDEP Bureau of Beaches and Shores indicated the possibility of placing up to 2,000 CY or more of suitable material in the area impacted by the October 2007 storms. Delays in the completion of the countywide sand renourishment program has made emergency placement of sand a requirement. The agreement and scope of services is to facilitate implementation of the field permit, notification, limits of placement, and coordinate permit modifications for placement of additional fill. Additionally, URS shall evaluate long-term options available to the City in order to maintain a useable, sustainable recreational beach.

Staff recommends Commission adopt a resolution authorizing 1) the approval of an emergency agreement with URS Corporation, per Section 2-190 of City Municipal Code, in the not to exceed amount of \$49,442, for services to facilitate implementation of the field permit and address the requirements associated with related regarding emergency sand restoration at Fort Lauderdale beach and 2) amend the 2007-2008 budget to appropriate \$49,442 to fund the agreement.

**Attorney's Initials:**

RESOLUTION NO. 07-261

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE APPROVAL OF AN EMERGENCY AGREEMENT WITH URS CORPORATION, PER SECTION 2-190 OF THE CITY MUNICIPAL CODE, IN THE NOT TO EXCEED AMOUNT OF \$49,442, FOR SERVICES TO FACILITATE IMPLEMENTATION OF THE FIELD PERMIT AND ADDRESS THE REQUIREMENTS ASSOCIATED WITH EMERGENCY SAND RESTORATION AT FORT LAUDERDALE BEACH AND AMEND THE 2007-2008 BUDGET TO APPROPRIATE \$49,442 TO FUND THE AGREEMENT.

WHEREAS, Tropical Storm Noel influenced weather patterns around the City of Fort Lauderdale, intensifying sand erosion along Fort Lauderdale beach and it was especially damaging between Sunrise Blvd and NE 18<sup>th</sup> Street; and

WHEREAS, City staff took immediate action by mobilizing Parks and Public Works crews to recover sand from AIA & return it to the beach; and

WHEREAS, storm impacts to the City's beach have been documented by Florida Department of Environmental Protection (FDEP) Bureau of Beaches and Shores; and

WHEREAS, a field permit was issued last week by FDEP to the City for placement of approximately 500 cubic yards (CY) of suitable material in the vicinity of the NE 16<sup>th</sup> Street hotspot and the FDEP Bureau of Beaches and Shores indicated the possibility of placing up to 2,000 CY or more of suitable material in the area impacted by the October 2007 storms; and

WHEREAS, delay in the completion of the countywide sand renourishment program has made emergency placement of sand a requirement; and

WHEREAS, additionally URS shall evaluate long-term options available to the City in order to maintain a useable, sustainable recreational beach; and

WHEREAS, Section 2-190 of the City of Fort Lauderdale Code of Ordinances provides that in anticipation of a natural disaster such as a hurricane, the City Manager is authorized to declare a state of emergency for purchasing purposes for a period of time not to exceed seven (7) days;

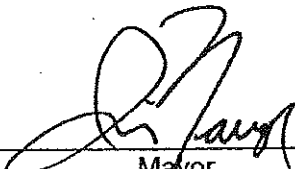
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the proper City Officials are authorized to enter into an emergency agreement with URS Corporation for services to facilitate the implementation of the field permit associated with the emergency sand restoration effort at Fort Lauderdale beach, per Section 2-190 of the Fort Lauderdale Municipal Code and amending the 2007-2008 budget to appropriate \$49, 442 to fund the agreement be approved.


SECTION 2. That the proper City officials as identified by the Agreement are hereby authorized to execute such documents necessary to obtain the financing provided herein.

SECTION 3. That the office of the City Attorney shall review and approve as to form all documents prior to their execution by City officials.

ADOPTED this the 18th day of December, 2007.

  
\_\_\_\_\_  
Mayor  
JIM NAUGLE

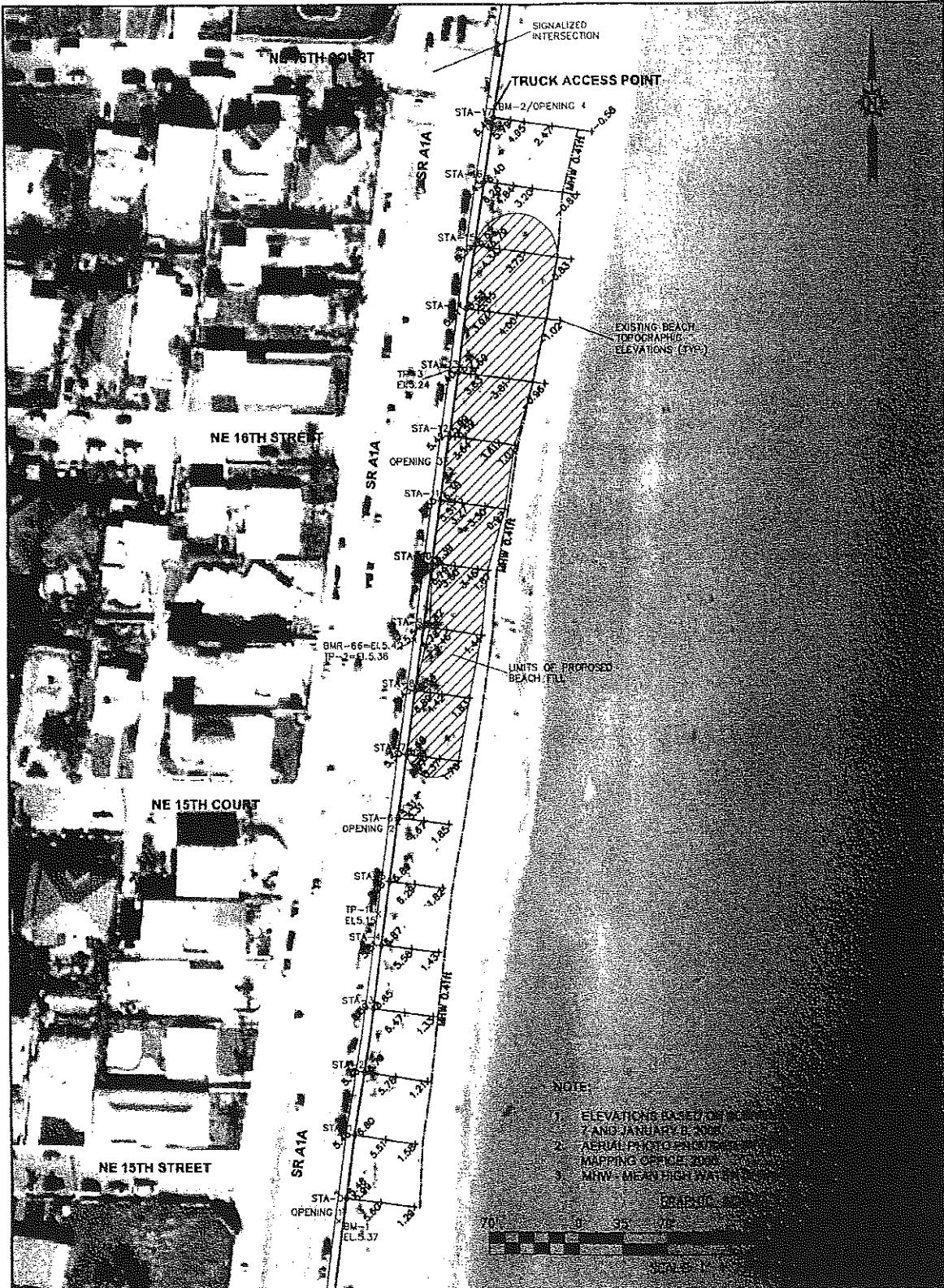
ATTEST:

  
\_\_\_\_\_  
City Clerk  
JONDA K. JOSEPH

L:\COMM2007\resos\dec 18\07-261.wpd

2-05-08  
 CONFERENCE 1-C  
 STAFF PRESENTATION

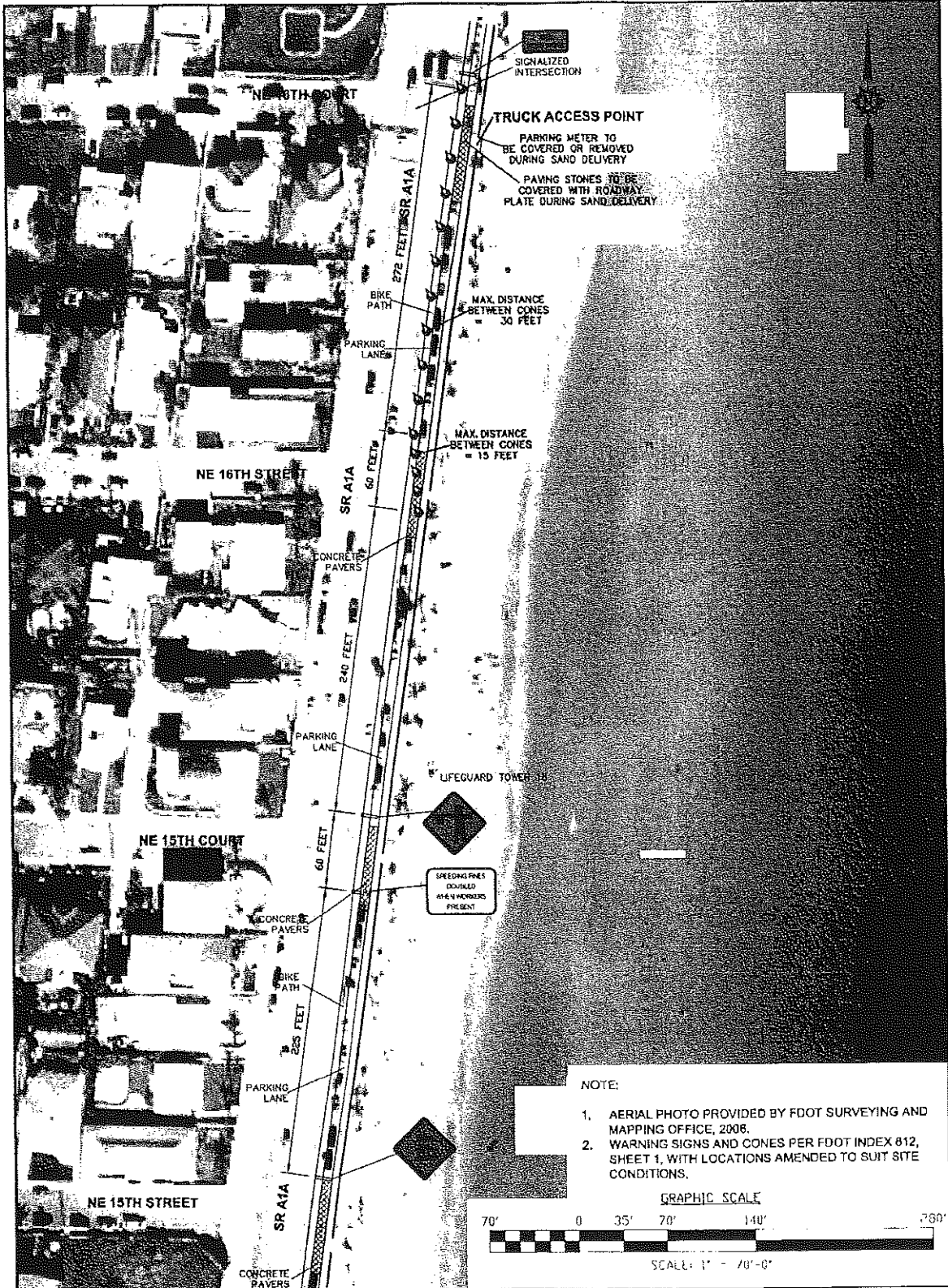
© Planning & Landscape Architecture/Projects/Fort Lauderdale Beach 19th St Hotspot/CA001, Ft. Lauderdale plans.dwg Jan 17, 2008



- NOTE:
1. ELEVATIONS BASED ON SURVEY DATA BY YANG JANUARY 8, 2008
  2. AERIAL PHOTO PHOTOGRAPHIC MAPPING APRIL 2007
  3. MHW - MEAN HIGH WATER



DRAFT		CITY OF FORT LAUDERDALE NE 16TH STREET HOTSPOT FORT LAUDERDALE BEACH	PROPOSED AREA OF BEACH RESTORATION (ASSUMED 1:51 SLOPE)	
FIGURE 2	<small>           URS PROJECT NUMBER: 08-001            2008 SOUTH PLAZA, SUITE 1400            FORT LAUDERDALE, FL 33404            TEL: 772-336-8800            FAX: 772-336-8801            WWW.URS.COM         </small>			



- NOTE:
1. AERIAL PHOTO PROVIDED BY FDOT SURVEYING AND MAPPING OFFICE, 2008.
  2. WARNING SIGNS AND CONES PER FDOT INDEX 812, SHEET 1, WITH LOCATIONS AMENDED TO SUIT SITE CONDITIONS.

GRAPHIC SCALE



SCALE: 1" = 70'-0"

<p>FIGURE 9</p>	<p><b>URS</b>  <small>2800 CHAMBERLAIN AVENUE, SUITE 200                  BOCA RATON, FLORIDA 33433                  PHONE: (561) 990-0800                  FAX: (561) 990-0802                  WWW.URS.COM</small></p>	<p>CITY OF FORT LAUDERDALE                  NE 16TH STREET HOTSPOT                  FORT LAUDERDALE BEACH</p>	<p>PROPOSED                  MAINTENANCE OF                  TRAFFIC PLAN                  FOR TRUCK ACCESS</p>
-----------------	--	---	---

**I-C – Beach Renourishment – Sand Replenishment – URS Corporation**

Albert Carbon, Public Works Director, noted that for the emergency sand placement, a contract is on tonight's agenda. If awarded, the work would begin tomorrow. Secondly, Steve Higgins, Broward County Beach Erosion Administrator, will discuss long-term strategies in connection with beach renourishment.

Mr. Carbon provided six samples of existing beach sand from the NE 16 Avenue area. The lighter colored sand is proposed to be imported. He showed on an aerial map the proposed fill-in area on NE 16 Street, consisting of approximately 500 feet. The proposed contract would be with Austin Tupler Trucking, Inc. The proposed borrow site is just southwest of Lake Okeechobee. During the sand placement operation, staff is proposing to restrict access to the beach. There would be a convoy of five trucks and about forty trucks per day. He displayed the maintenance and traffic plan provided to the Commission that has been approved by both the Florida Department of Transportation and the City. Signage would be placed on A-1-A, along with cones to block off existing parking along A-1-A. The trucks will stop in the designated parking area along the northbound lanes of A-1-A. Flagmen will block A-1-A traffic while the trucks dump the sand. Parks and Recreation staff will push the sand out along the areas of needed restoration. Police vehicles will be present. The proposed operation is from 7 a.m. to 4 p.m. Notification to all neighborhoods along finger streets is ready to be sent out. Permits were obtained from Florida Department of Transportation and Florida Environmental Protection Agency. Following placement of the sand, they will verify the fill placement, its compatibility and a complete compliance with respect to the permit.

Mayor Naugle was concerned about the sand color. The quality of the sand used at Hollywood Beach seems to be poor. He asked how this sand would compare. Gary Nemeth, URS Corporation, City's consultant, said it is gray in color and probably slightly lighter than what presently exists on the beach now. It was compared on a color chart. What are as important are the characteristics in terms of size and compatibility with the sand that exists. It meets those characteristics extremely well.

Commissioner Rodstrom asked for more information about compatibility characteristics. Mr. Nemeth said primarily size is looked at. A series of tests were done. Samples were collected from twenty different locations. Seven available fill sources were looked at. The Tupler source is permitted by the State. They looked at the fit within the existing beach sand; it fit very well. They met with Broward County and Mr. Carbon and discussed the test results. Although it is slightly lighter in color, he felt over time one would not be able to tell the difference.

In response to Mayor Naugle, Mr. Nemeth indicated that he has not been to Hollywood beach. Steve Higgins, Broward County Beach Erosion Administrator, said the sand used at Hollywood, Hallandale and Dania, along with John Lloyd Park was obtained from offshore borrow sites, the northern end of Broward County. Characteristically, such sand is piped ashore in a slurry and spread by bulldozers. It arrives dark in color, but lightens over time to a light gray color.

Mayor Naugle asked why it is so different in color. Mr. Higgins explained there are some organics in it, but it is basically wet. Once it dries out and it has exposure to the sun, the color lightens. The sand being contemplated in Fort Lauderdale is not the same, it is

probably from the best sand source in Florida. It is absolutely better than the sand used in Hollywood. He noted a project in Deerfield at this time using the same sand.

In response to Commissioner Rodstrom, Mr. Nemeth indicated they did not see any organic material in the sand.

Vice Mayor Moore asked about commencement and hours of operation. Mr. Nemeth indicated the work will begin as soon as the contract is approved. Mr. Carbon said the trucks would probably not reach the City until 8 a.m. or 8:30 a.m., but traffic control would begin at 7 a.m. It is essentially eliminating parking along the beach in that area. The last truck is expected to arrive around 1 p.m. or 2 p.m., giving a two-hour window for Parks crew to move the sand. About 4 p.m. everything will be opened again. It is expected to take five days, not during the weekend.

In response to Commissioner Hutchinson, Mr. Carbon said the trucks will travel along Sunrise Boulevard and queue up northbound on A-1-A. He did not know if they will exit onto Sunrise Boulevard or continue north to Oakland Park Boulevard. The trucks will not arrive until after rush hour and be gone before 4 p.m. Mr. Nemeth indicated the exact route outside of the City has not yet been established but likely State Road 27. Commissioner Teel noted that there is construction and backed up traffic around Oakland Park Boulevard, west of Interstate 95 and the turnpike.

In response to Commissioner Teel, Mr. Carbon indicated the sea turtles are not a factor because it is being completed before March 1.

Mr. Higgins reviewed slides concerning beach renourishment. A copy of the slides is attached to these minutes. The contemplated renourishment was based on 2001 beach conditions; therefore a restudy will be necessary. The County will be looking at sand sources, including those used for Hollywood as well as the Bahamas. Fort Lauderdale is in good shape with respect to easements needed in order to qualify for federal funding. With respect to state funding, there are some areas that do not meet the criteria for eligibility. The State is interpreting if some people are charged more than others for parking; it is not available to everyone on an equal basis. Mayor Naugle noted that the Florida Administrative Code does not mention anything about cost, it says on an equal basis. He felt it is overly broad and vague. By charging residents to park, the same argument about it being unequal could be made because Fort Lauderdale residents are paying for the beach now and to charge them again to park and allow non-residents to park for the same price would be unequal. Unless the legislature acts, the idea that beach parking fees will have an impact is absolutely meaningless.

The City Manager noted that Collier County has successfully appealed the State and is getting funding. Also, Boca Raton will be receiving 50% funding.

Mayor Naugle did not want residents to have to pay twice as it would be unequal. Mr. Higgins indicated that he is not disagreeing but explaining the State's approach in the past.

The City Attorney noted when the Commission was considering the parking fees, he spoke with the General Counsel for the Florida Department of Environmental Protection. They could not indicate the impact, but indicated it would have to be reviewed at the time of the application. At that time, he raised the issue of the \$9 million plus expended by

the City to keep the beach available to citizens and others and \$3 million raised on parking fees. He was told it could be changed prospectively when the issue comes forward and that as there were no funds available, there was no reason to worry about it. He noted when money was distributed, it was for Hollywood and Fort Lauderdale, but all of the money was spent in Hollywood. He believed there is an excellent argument. Equal access does not necessarily mean the City cannot charge a differential rate. There have been a number of cases tried on the principle of equal protection and every one has been decided in the cities' favor. Mayor Naugle noted there is a less expensive resident rate for cemeteries.

Commissioner Rodstrom asked about the area of Terramar Street south. Mr. Higgins indicated it is not included based on past studies, but the economics, engineering and environmental aspects will be redone.

Commissioner Teel recalled at one time there was discussion about combining ground glass with sand. Mr. Higgins said the County is looking into that idea and conducting tests for the last couple of years. If the glass is processed properly, it would be hard to distinguish from natural beach sand. The County is looking at it as a supplemental fill for areas that may need a quick fix after a storm, for example. The biggest issue now is economics and whether it would be competitive with obtaining sand from borrow areas. The next phase and last test would be to obtain about 2,000 cubic yards and put it on the shore face of Hollywood to see how it behaves under wave action.

In response to Mayor Naugle, Mr. Higgins indicated the upcoming placement of sand in Fort Lauderdale will be helpful information for the future. It is very high quality. It has been used in Dade County and currently being placed on Deerfield's beach. The sand being considered from the Bahamas would come from south of Bimini.

Commissioner Rodstrom asked if the County plans to continue working on erosion controls. Mr. Higgins replied yes it is one of their consultant's tasks.

Vice Mayor Moore asked about transporting the sand in the evenings. Mr. Carbon said there is a small area of the beach wall where a truck can be backed into and once it dumps, the sand has to be moved out of the area in order for the next delivery. It was considered.

With respect to traffic impact, Vice Mayor Moore asked about the trucks exiting on Oakland Park Boulevard. Commissioner Teel did not think Oakland Park Boulevard would be a good idea. Vice Mayor Moore asked about Commercial Boulevard. Mayor Naugle thought Commercial Boulevard would be difficult. Commissioner Rodstrom agreed it includes another municipality. Mr. Carbon indicated the trucks will be staggered and thus not a high volume.

Ina Lee, Chair, Beach Redevelopment Advisory Board, understood after Hollywood, there was an eighteen month gap to see the environmental impact. Then, phase two was to begin immediately. She also asked about the \$20 million owed by the federal government to Broward County. She did not believe that people understand this project does not go south of the Bonnet House, not covering the City's core economic engine. She thought the Army Corps of Engineers has indicated that this area does not qualify. She was very concerned about money that previously looked like it was available and is



no longer because the majority of it is federal. She wanted to know where to put the pedal to the metal to make sure the desired area is addressed.

Mr. Higgins said the eighteen month period was completed and a report submitted to Tallahassee. The Department of Environmental Protection will take the report to the Governor's Cabinet, who will then determine whether the permanent conditions placed on that project are placed on the Section II project. He anticipated a battle with those who oppose beach nourishment. Meanwhile, conditions have changed therefore the beach has to be resurveyed. Based on the 2001 design, the project did not go further south because the beach was deemed to be adequate according to criteria used by the State and Corps. In the reexamination, they will reapply those criteria to existing conditions and determine whether fill areas should be shifted. It must be proven that the beach does not provide adequate protection from storms or an optimal recreational opportunity. There are all kinds of difficulties with simply asking for assistance after the eighteen month period. Currently the goal is to construct in the fall of 2009 which is ambitious. In order to secure federal funding, there is a structured and elaborate process including in-depth engineering and economic analyses to optimize the amount of beach built versus protection provided from a certain frequency of storms.

**Action:** There was consensus approval. See regular meeting agenda item PUR-05.

**I-D – Sistrunk Historical Festival, Inc. – 2008 Sistrunk Parade and Street Festival – Request For Financial Assistance**

Phil Thornburg, Parks and Recreation Director, corrected the back-up material should be corrected to reflect a financial assistance request of \$30,804 for police coverage. The Police Department believes this amount will cover the cost.

Margaret Haynie Birch, Chair, Sistrunk Historical Festival, said this is the first time the festival will be held on the street in over ten years. It is the only activity that showcases achievements and progress of the African-American community in Fort Lauderdale. She noted that they are well-organized. The event previously contributed to tourism and had an economic impact. It is their goal to return to such status.

Walter Haynie, member of Sistrunk Historical Festival Board, said he has served on the board for four years. They have expanded activities and established a scholarship fund. They are looking to make the festival as prominent as it was in the past. It is the longest African American event in the community, twenty-seven years.

Nathaniel Wilkerson, resident, commented on the event having a positive impact and supported it being moved back to the street. He urged the City support it.

Mickey Hinton, resident, supported the event and was happy to hear it is returning to the street. He wanted the assurance that safety issues will be addressed.

John Hardwick, consultant for Sistrunk Festival, supported the event and noted it is recognized throughout the county.

Commissioner Hutchinson wanted to offer assistance although she questioned the number of police officers recommended. Mayor Naugle was puzzled why this item is being presented in this way. He thought the Commission had directed the City Manager

**2**

## ATTACHMENTS

- 1/6/09 Agenda Report – Port Everglades Sand Bypass Project
- 1/6/09 City Commission Meeting Minutes
- Resolution 09-11
- 4/22/09 Correspondence between Albert Carbon and Steven MacLeod
- 1/9/09 Correspondence between Albert Carbon and Steven MacLeod
- 7/8/08 Correspondence between Albert Carbon and Steven MacLeod

# COMMISSION AGENDA REPORT

COMMISSION MEETING DATE: 01-06-2009 AGENDA ITEM: I-A

COMMISSION REPORT NO: 08-1906

PREPARED BY: Albert Carbon 12-19-2008 14:42:35 DEPT: Public Works

DEPARTMENT DIRECTOR'S SIGNATURE  
Albert J. Carbon, III, Director of Public Works, 954-828-5290  
AUTHOR'S NAME, TITLE, AND TELEPHONE NUMBER

George Gretsas 12-30-2008 15:44:35  
CITY MANAGER'S SIGNATURE

TITLE 1:

TITLE 2:

SUBJECT:

PORT EVERGLADES SAND BYPASS PROJECT  
STEPHEN HIGGINS, BROWARD COUNTY BEACH EROSION ADMINISTRATOR

REQUESTED ACTION (STAFF RECOMMENDATION - CONTENT OF MOTION):

- REGULAR AGENDA
- CONFERENCE
- Motion
- Motion for Discussion
- Old/New Business
- City Commission Reports
- Public Hearing
- Ordinance
- Exec Closed Door
- City Manager Reports
- Resolution
- Presentation
- Conference Reports
- Purchase
- Citizen Presentation
- Advisory Boards
- Consent Resolution

Public Notice Advertised:

FUNDS APPROPRIATION/TRANSFER (provide index code, subobject, and title of subobject):

No budgetary impact.

## FOR PROCUREMENT ITEMS ONLY

PROCUREMENT REFERENCE NO: TRANSACTION TYPE:

BIDS SOLICITED/RECEIVED: WBE: LATE BID:

Vendor: MBE: NO BID:

Amount: Details:

Procurement Recommendation:

**Description of Exhibits:**

1.		2.		3.	
4.		5.		6.	
7.		8.		9.	

**EXHIBITS:** AVAILABLE VIA HARDCOPY: Exhibit #s:

**PRIOR COMMISSION/BOARD ACTION:** (attach additional file if necessary)

**BACKGROUND/DETAIL:**

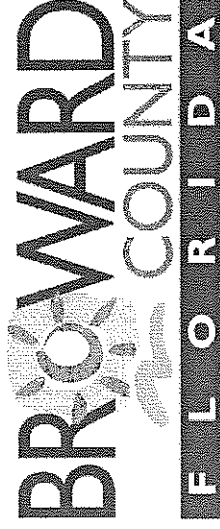
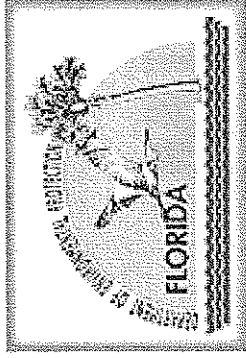
Representatives from Broward County will be making a presentation on the proposed Port Everglades Sand Bypass Project.

A copy of the Port Everglades Sand Bypass Project presentation will be available to the Commissioners and Clerk's Office for review on Wednesday, December 31, 2008.

**Attorney's Initials:**

# SAND BYPASSING at PORT EVERGLADES

## An Integral Element of Broward County's Beach Management Program

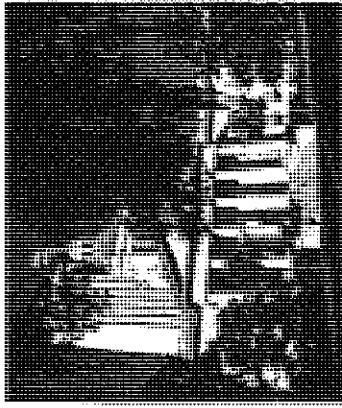


**olsen**  
associates, inc.  
coastal engineering

# What is Sand Bypassing?

---

- The process of artificially transferring nearshore sand around a beach barrier.
- Used when inlet navigation features (i.e., jetties and channels) block the alongshore movement of sand.
- 85% of beach erosion in FL is caused by the interruption by stabilized inlets of the alongshore movement of sand.
- Goal of sand bypassing is to capture moving sand on updrift side of inlet and transfer the sand to downdrift beaches.



# FL Legislature Declaration Of Public Interest

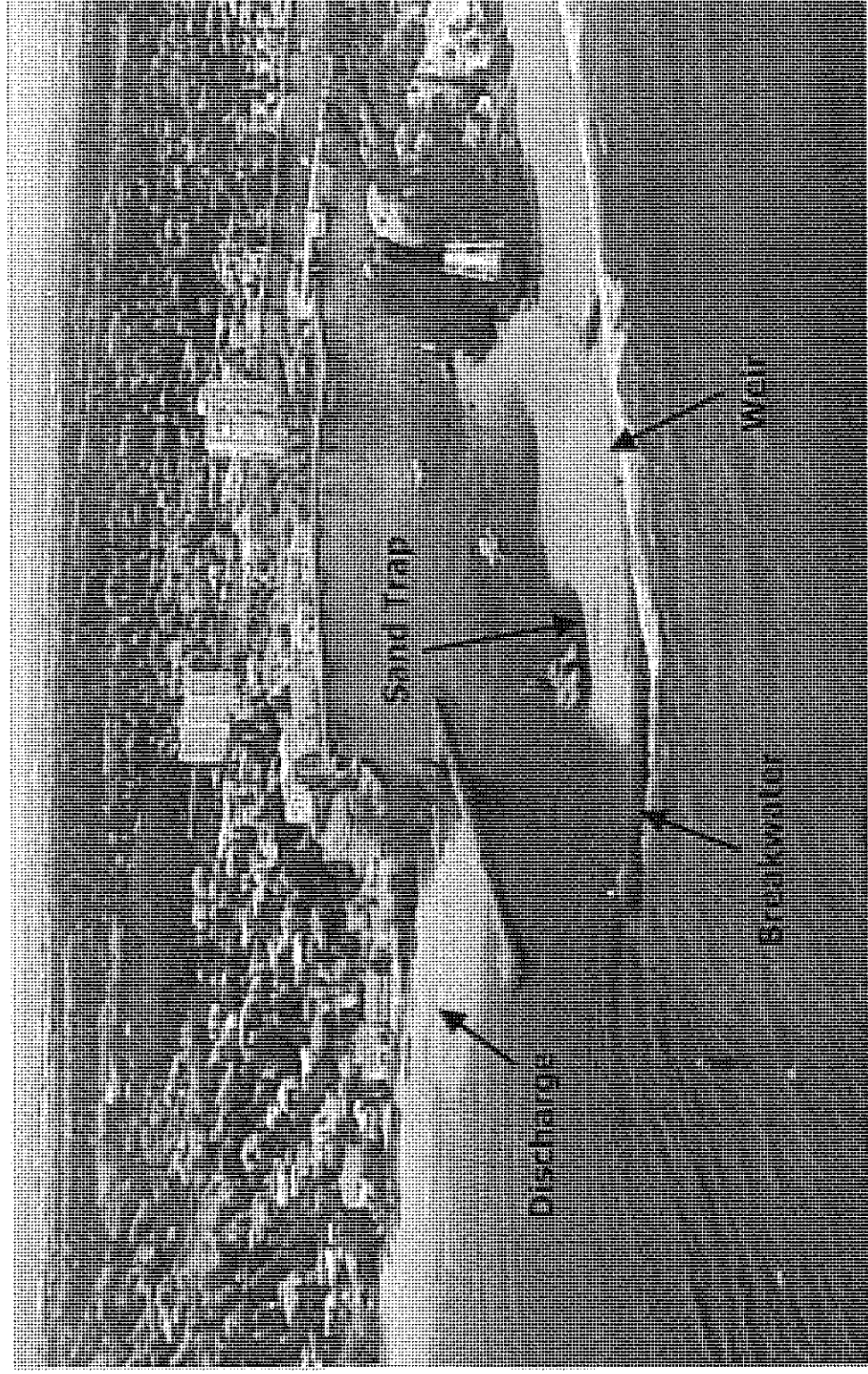
---

2008 Florida Statutes, Section 161.142, provides in part:

"The Legislature finds it is in the public interest to replicate the natural drift of sand which is interrupted or altered by inlets...and for each level of government to undertake all reasonable efforts to maximize inlet sand bypassing to ensure that beach-quality sand is placed on adjacent eroding beaches."



# Example of Local Sand Bypassing which benefits central Broward



Hillsboro Inlet, Broward County, FL

# Sustainable Beaches



Pompano Beach, L-B-T-S, and Ft. Lauderdale are the Direct Beneficiaries of Sand Bypassing at Hillsboro Inlet

# **SAND BYPASSING at PORT EVERGLADES**

## **Historical and Anticipated Activities**

---



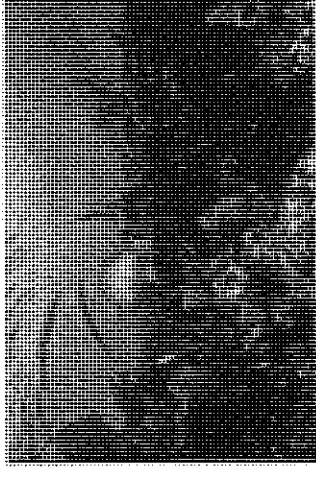
- **1963: Corps Countywide Bch Erosion Study**
- **1985: Alternative Sand Source Study**
- **1988: Reconnaissance-Level Study**
- **1994: State-sponsored Inlet Mgmt Plan**
- **1997: Economic Update to Inlet Mgmt Plan**
- **1999: State adopts Inlet Management Plan**
- **2003: Detailed Feasibility Study**
- **2007: Feasibility Study Addendum**
- **2008: Engineering/Design, Permitting**
- **2010: Construction/Operation**



## Local Concerns

---

- Is sand bypassing even needed?
  - Segment III nourishment cost/cy was \$24. Future beach nourishment will cost \$35 - \$40/cy and up.
  - Sand from bypassing, after initial construction, will cost \$12 - \$15/cy. Including amortized initial construction cost & soft costs, \$22-\$28/cy.
  - Coral reefs are highly valuable.
  - Scarcity of sand offshore means dredging closer to reefs. Difficult, expensive, with significant environmental concerns.
  - Proper sand management includes sand bypassing.



# Local Concerns

---

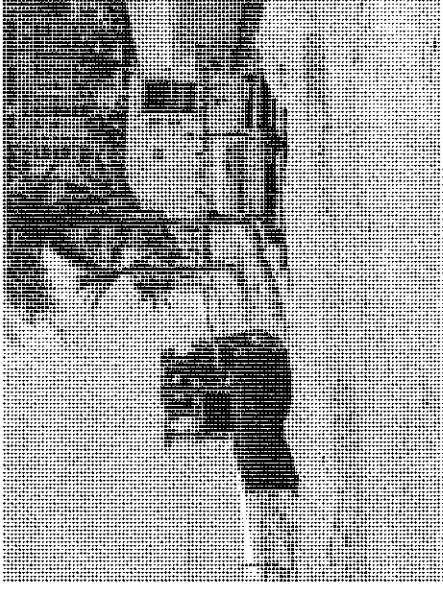
- How does blasting fit in?
  - Rock underlying the sand trap is very hard and there are few pieces of available dredging equipment that can dig the rock without pre-treatment.
  - Pre-treatment options include confined underwater blasting, hydraulic punching, “swiss cheese” drilling.
  - All options must be available given the uncertainties in the dredging market.
  - Blasting could be the most efficient, quick, and least obtrusive alternative (1/day, up to 40 days).
  - No infrastructure or wildlife will be endangered.



## Local Concerns

---

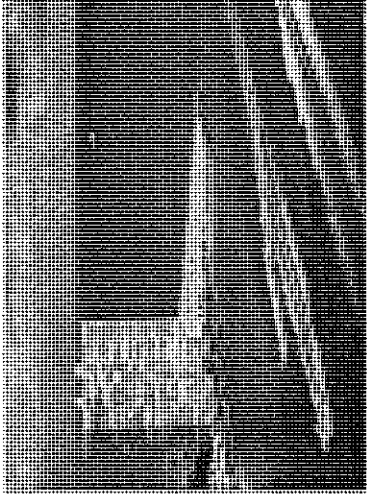
- Will beach use be disrupted?
  - Some construction equipment may occupy beach north of the jetty during sand placement (30 days duration) and jetty improvement work (90-120 days duration).
  - Only sea-based equipment will be used for sand trap excavation, shoal removal, rubble barrier placement (60-120 days, weather-sensitive).
  - ALL activities completed within 220 days
  - Sea-based work will resemble typical commercial ship traffic in noise, lighting levels common to the area.



# Local Concerns

---

- Will raising of the jetty obstruct the view?
  - Onshore portion of the jetty is low and porous, allowing sand to slip through the jetty and into interior inlet. This sand must be collected.
  - Current plan proposes to elevate jetty by 2-4 feet to improve sand tightness.
  - County is examining whether objective can be achieved with minor or no heightening of jetty.





## Local Concerns

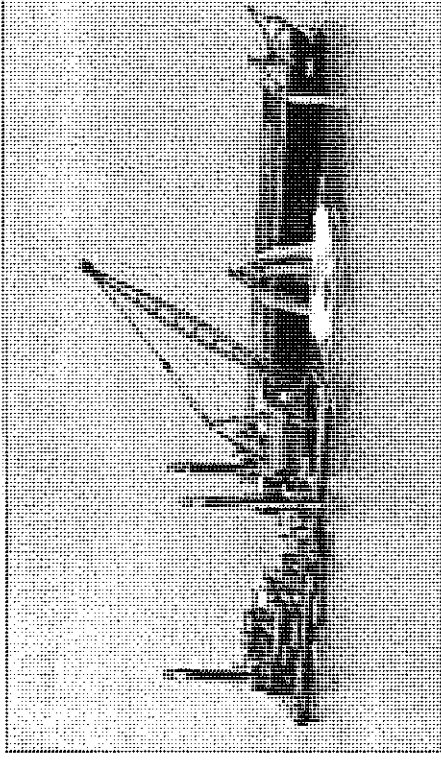
---

- Will beach quality be impacted?
  - County will examine feasibility of removing as much of the rock/rubble from the existing beach as possible.
  - County will place up to 80,000 cy of clean sand on the beach from north jetty to a point about 1,000 feet north.
  - Removal of shoreward portion of rubble shoal and construction of underwater retaining wall will reduce future rock/rubble along beach.
  - Future beach will be stable and wide. Wider than existing in vicinity of Points of Americas.

# Local Concerns

---

- Will bypassing events be disruptive?
  - Sand trap is designed to be dredged every three years.
  - Future bypass events will take from 30 to 45 days.
  - Conventional dredging equipment, barges, towboats will likely be used.
  - Noise, disruption will be equivalent to ongoing existing commercial ship traffic.
  - NO permanent equipment, additional infrastructure, pipes, engines, buildings, etc.



# Local Concerns

---

- Will bypassing impact the beach to the north?
  - The bypassing configuration has been designed to ensure NO net loss of existing beach to the north.
  - Monitoring of beach conditions will be performed on an annual basis.
  - Agreements can be developed to ensure that Ft. Lauderdale beaches will not degrade as a result of the sand bypass project.

## **Local Concerns**

---

- What efforts have been made to provide outreach and coordination?
  - County has been working on this project for 15 years.
  - Two advertised public workshops, numerous presentations to advisory boards, associations, condo groups.
  - Several major articles in newspapers, opinion columns since 1999.
  - Project is well-known and supported by environmental groups, diving/fishing industry, State DEP, anti-dredging interests, coral reef protection advocates.

# Local Concerns

---

- What are the Benefits to the City and its residents?
  - All Broward citizens and municipal tax bases benefit by healthy beaches and active tourism economy.
  - County is pursuing beach nourishment of Segment II (Central/North Ft. Laud., L-B-T-S, Pompano Beach).
  - County examining rubble removal program for beach immediately north of inlet.
  - Beach north of inlet will be stable, and as wide or wider than existing.



**CITY COMMISSION CONFERENCE MEETING 1:30 P.M. JANUARY 6, 2009**

Present: Mayor Naugle  
Commissioners Hutchinson, Teel, Lewis, and Vice Mayor Rodstrom

Absent: None.

Also Present: City Manager – George Gretsas  
City Auditor - John Herbst  
City Clerk - Jonda K. Joseph  
City Attorney - Harry A. Stewart  
Sergeant At Arms – Sgt. Rod McGowan

**I – A – Port Everglades Sand Bypass Project**

Steve Higgins, Broward County Beach Erosion, presented and reviewed slides on this matter. A copy of the slides is attached to these minutes. All aspects of this have been examined in great deal. There have been two public meetings. The only permanent infrastructure would be the small jetty extension at sea level. If pre-treatment is necessary, confined underwater blasting is probably the most efficient and quickest methodology, however, a blasting plan is still in the process of being assembled. If the appropriate dredging equipment is available in the United States, then pre-treatment may not be necessary. There will be intensive environmental reviews. The outreach is not complete; meetings will continue to be held. Rubble from the north beach will be removed; 80 cubic yards placed on that beach and the County will ensure that it remains a healthy beach.

With respect to beach nourishment of Segment 2 (central/north Fort Lauderdale, Lauderdale-By-The-Sea and Pompano Beach), Mr. Higgins advised that regulatory agencies did not allow the County to address it simultaneously with Segment 2. Conditions have changed since the 2001 design. If there are other areas of Fort Lauderdale beach that were not proposed previously to receive sand, they will consider adding those to the Segment 2 project.

In response to Mayor Naugle, Mr. Higgins indicated that Segment 3 is south of Port Everglades. Renourishment of this area was completed in 2006. Mayor Naugle believed that the Commission adopted a resolution in support of that project, as long as Fort Lauderdale would be next. In further response to Mayor Naugle, Mr. Higgins indicated the goal is go to construction on the bypass by the end of 2010.

In response to Mayor Naugle, Mr. Higgins indicated that explosives would be used to blast, but he did not know what type of explosives. The barges that operate for 30-45 days every three years is a 24-hour operation. The replacement sand will not be gray; it is not off-shore sand.

Commissioner Teel commented about the tremendous loss of beach sand in The Galt Ocean Mile. People have patiently waited based on past promises. People do not feel they are being treated in a fair manner and are concerned about their investments. She felt it is disingenuous to discuss this bypass when promises and representations were made. She commented about inlets being problematic. She understood the need for

Segment 3, but she disagreed with chasing sand that is not creating any danger at present. Segment 2 must be put in front of the line.

Mr. Higgins commented about his frustration and the difficulty in securing permits.

In response to Vice Mayor Rodstrom, Mr. Higgins indicated that sand distributed on the south side of the Hillsboro Inlet helps reduce the rate of erosion to Fort Lauderdale beach. In further response to Vice Mayor Rodstrom, Mr. Higgins indicated that it is getting almost prohibitively expensive for beach nourishment. Also easily accessible sand offshore is depleting. There may be enough sand offshore in the county to do Segment 2. For Segment 3, bypassing is the more economical route, but it will not replace future nourishment. The north end of the beach will be enhanced after this project.

Peter Bober, Mayor, City of Hollywood, emphasized that Hollywood does not intend to put their interests ahead of those of Fort Lauderdale. There are places in Hollywood where water is splashing against seawalls because there is no beach. Even if the bypass was completed today, it will take up to ten years for the sand to draft to where it is wanted and there is no guarantee. There is no quick fix. Hollywood does not want to do anything that would jeopardize any building integrity. He understood this can be done in a very controlled way. It is important that no one take a knee jerk reaction. As a neighboring city matter, Hollywood is not interested in doing anything that would give them any unfair advantage or cause any detriment to Fort Lauderdale residents or the City's reputation.

Ina Lee, Point of Americas Condominium resident, commented that Point of Americas directly overlooks what could be called ground zero. She elaborated upon the diversity in use of this public beach. People come here for the beaches and millions of dollars has been expended to promote the beach. One photograph showing this could impact millions of dollars of tourism for years to come. Cruise passengers will see this. She favored beach nourishment, but was concerned with messing with nature. She felt another solution is needed. The hotels are very concerned.

Genia Ellis, representing South Beach Alliance, indicated this organization represents over 5,000 residents. This is a public beach and a quality of life issue. She questioned there being no concentration on retention of sand. The project needs more study. It is not in the City's best interests. It will impact not only tourism, but the fishing and boating industries and the environment. Broward County has not responded to the City's letter that raised questions.

Harry Benedict, President, Point of Americas Condominium Board of Governors, indicated this condominium is just north of the jetty at the Port Everglades entrance. There are 578 apartments and more than a thousand people. There is a forty-nine foot deep hole, the circumference of which basically surrounds the condominium. He was concerned about the blasting. The Board of Governors voted unanimously in opposition. He raised questions about the effectiveness of the nourishment based on the projected amounts to be deposited and those eroding. He believed the sand will be coming from Fort Lauderdale beaches. He mentioned that Hollywood residents are not all happy with this project as well. They have problems now, but this project will make its first delivery in 2015-2017. He raised questions about the cost. He expressed opposition.

Richard Mancuso, representing Council of Fort Lauderdale Civic Associations, referred to the Council's letter of December 23, 2008. A copy of this letter is attached to these minutes. He reiterated their concern about maintaining the vitality of the eco system, beaches, businesses and quality of life for residents in the affected area. The problem needs more study and that citizens be included in discussions.

Len Abrams, Vice President, Point of Americas Condominium Board of Governors, commented about the closeness of this project to their building. He questioned how does anyone know this project will work. The beach re-nourishment to the south has failed. He raised questions about the cost of bypassing compared to other methods, why this is the first Fort Lauderdale meeting, potential damage of blasting, impact on sea turtles and the environment, cleanup, changes to the profile of the beach with seawall proposed in the Broward County budget and repeated dredging, navigational issues, future financial impact. He read a March 18, 1998 letter from the Director of Natural Resource Protection to Congressman Clay Shaw, indicating that sand bypassing at Port Everglades would only proceed if future studies show that listed assumptions are true – bypassing will reduce re-nourishment cost and frequency sufficient to justify the cost of implementing the plan, current economic conditions are not taken into consideration, bypassing will not degrade the beach north of the inlet, not increase maintenance requirements at Port Everglades' entrance or impede navigation of the inlet. He emphasized the importance of the beaches to the City and that there are numerous less disruptive options available. He urged the Commission to stop this.

Mark Schurr, attorney representing the Point of Americas Condominium, indicated he asked Mr. Higgins and those who made a presentation to the Point of Americas in September – October if the cost of blasting has been compared with other methods of rock excavation and the answer was no. No one if blasting will be required or the potential effect of the blasting on nearby buildings yet the project is proceeding with the application process. He urged the Commission to not express approval of the project, but to take the position that there are too many unanswered questions. He understood that sand and rock up to one-quarter inch in diameter will be placed on the beach in the vicinity of Point of Americas.

There were no further comments from the public.

Commissioner Hutchinson did not favor the project. It is time for Segment 2. She was disappointed there have been public meetings since 1999 and none have been in Fort Lauderdale with the exception of one condominium. She wanted the Commission to consider adopting the resolution that she requested the City Attorney prepare.

In response to Mayor Naugle and Commissioner Hutchinson, Mr. Higgins said there are serious concerns about the turtles in connection with this project.

Commissioner Teel agreed with Commissioner Hutchinson that Segment 2 needs to go ahead as quickly as possible. She was also concerned about the blasting so close to two high-rise buildings.

Commissioner Lewis did not feel there should be interference with Mother Nature. She asked about community outreach. Mr. Higgins indicated that meetings were held at



Point of Americas and there will be future meetings. Commissioner Lewis felt it is too early to make a decision.

Vice Mayor Rodstrom concurred that the resolution be adopted and provided to Broward County as soon as possible.

Commissioner Teel asked that the resolution state that Segment 2 be pushed forward.

Mayor Naugle pointed out that Fort Lauderdale supported Segment I, but was promised that Fort Lauderdale would be next. He was worried once there is a bypass, Segment 2 will not be thought as needed.

**I-B – Proposed Alarm Response Fee Settlements**

No discussion.

**I-C – Proposed Lien Settlements – Special Magistrate and Code Enforcement Board Cases**

No discussion.

**II-A – November 2008 Monthly Financial Report**

No discussion.

**III-B – Board and Committee Vacancies**

Affordable Housing Advisory Committee – no appointments at this meeting

Audit Advisory Board – no appointments at this meeting

Cemetery System Board of Trustees – no appointments at this meeting

Citizens Police Review Board – no appointments at this meeting

Code Enforcement Board – no appointments at this meeting

Community Appearance Board

Vice Mayor Rodstrom recommended Shelley Walker to the Community Appearance Board.

Community Services Board – no appointments at this meeting

Economic Development Board – no appointments at this meeting

Education Advisory Board

Commissioner Teel recommended Maureen Persi to the Education Advisory Board.

RESOLUTION NO. 09-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY  
OF FORT LAUDERDALE, FLORIDA, STRONGLY OPPOSING  
THE PORT EVERGLADES ENTRANCE SAND BYPASS  
PROJECT.

---

WHEREAS, the city has received notice of an application made to the Florida Bureau of Beaches & Coastal Systems to obtain a permit to modify the inlet infrastructure by constructing a 7.1 acre sand trap on the north side of the Port Everglades entrance channel sufficient to facilitate the economical collection of sand materials that will be available for future mechanical bypassing to the beaches south of the inlet with sand placement along the John U. Lloyd Beach State Park shoreline; and

WHEREAS, the City has grave concerns regarding this proposed project and the negative impacts that are likely to result to the City's beaches from the creation of this Sand Bypass Project; and

WHEREAS, the project site is bounded by multi-family high-rise condominiums and single family residences to the north and the Atlantic Ocean to the east; and

WHEREAS, the application does not address the short term and long term effects that the project will have on the City's beaches and residents during both the construction and operational phases of the project; and

WHEREAS, the City's beach is an economic and recreational asset to the City and its erosion is of great concern; and

WHEREAS, staff and the City Commission have reviewed the information we have received to date on this proposed project and wish to state that it is strongly opposed to further review of this application for a Florida Bureau of Beaches & Coastal Systems permit;

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

SECTION 1. That the City Commission of the City of Fort Lauderdale, Florida is hereby strongly opposed to the construction of the Port Everglades Entrance Sand Bypass Project.

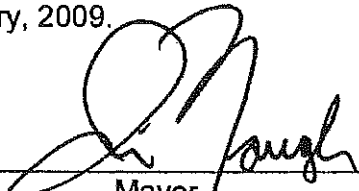
SECTION 2. That the City strongly requests that the construction of the Segment II beach renourishment project, which includes the City of Fort Lauderdale beaches, be completed prior to any permit being issued for the construction of the Port Everglades Entrance Sand Bypass Project.

SECTION 3. That the City strongly requests that the Florida Bureau of Beaches & Coastal Systems deny the application for the reasons stated herein.

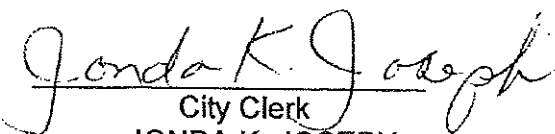
SECTION 4. That a copy of this resolution shall be sent to Broward County & the Florida Bureau of Beaches & Coastal Systems in Tallahassee, Florida.

SECTION 5. That the office of the City Attorney shall review and approve as to form all documents prior to their execution by City officials.

ADOPTED this the 6th day of January, 2009.

  
\_\_\_\_\_  
Mayor  
JIM NAUGLE

ATTEST:

  
\_\_\_\_\_  
City Clerk  
JONDA K. JOSEPH



CITY OF  
FORT LAUDERDALE

*Venice of America*

April 22, 2009

Steven MacLeod  
Environmental Manager  
Bureau Of Beaches & Coastal Systems  
3900 Commonwealth Blvd., M.S. 300  
Tallahassee, FL 32399-3000

Subject: Port Everglades Entrance Sand Bypass Project  
File No. 0289308-001-JC, Broward County  
Response Regarding RAI #2

Mr. MacLeod:

The City of Fort Lauderdale has received the response to the request for additional information (RAI #2) on the proposed Port Everglades Entrance Sand Bypass Project.

The City continues to have concerns on both the short term (construction) and long term (operational) effects of the proposed project. Below is a summary of the most pressing concerns the City has on the project:

**Item No. 7: Describe the purpose and need of the proposed activity including any public benefits.**

The City is still concerned about the unintended consequences that may occur at our eroded central beach. As mentioned in the first RAI #1, Broward County is looking at a Segment II Shore Protection Project. The potential impacts of both projects should be taken into consideration under one review.

The response in the April 3, 2009 RAI #2 under Item 7, specifically the response referencing beach access during construction, etc. states "It should be noted that placement of sand onto the beach north of the jetty will likely not result in excessive turbidity inasmuch as the material being placed will consist of high-quality beach sand." Please define 'not excessive' and 'high-quality beach sand.' Another concern that was mentioned in my January 9, 2009 letter mentioned the potential for water quality problems in addition to turbidity. The response only discussed turbidity but not any other water quality issues.

**Item No. 19: Written evidence, provided by the appropriate governmental agency having jurisdiction over the activity, that the proposed activity, as submitted to the Department, is consistent with the state-approved Local Comprehensive Plan.**

The response provided included a 1994 Interlocal Agreement among Broward County and the Cities of Hollywood, Fort Lauderdale, and Dania. The City of Fort Lauderdale still maintains its full power of municipal home rule as provided for under Article VIII, Section 2 of the Florida constitution, and Chapter 166 of the Florida Statutes. The interlocal agreement does not waive this right as explicitly stated in Article I: Purpose, 1.1. The intent of the interlocal agreement is to provide a protocol for government services such as police, fire, EMS, water and sewer service, etc.

PUBLIC WORKS DEPARTMENT  
100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301  
TELEPHONE: (954) 828-5772 FAX: (954) 828-5074  
[www.fortlauderdale.gov](http://www.fortlauderdale.gov)



Steven MacLeod  
April 22, 2009  
Page 2

It does not appear to waive or assign functions or duties of our Local Comprehensive Plan. Based on what has been presented it is still our belief that the project still needs a letter of consistency from the City of Fort Lauderdale.

**Item No. 23: Complete sets of construction plans and specifications for the proposed activity, certified by an engineer duly registered pursuant to Chapter 471, Florida Statutes. The plans shall clearly distinguish between existing and proposed structures and grades, and shall include the following:**

The City wants to reiterate its right to comments until these plans have been developed and are available for review. The City is specifically concerned with:

- Blasting Plan
- Vibration Control Plan, and
- Marine Species Protection Plan

**Item No. 26: A proposed construction schedule**

The City wants to reiterate the timing of the proposed construction schedule with tourist, sea turtle, and manatee season and stress any work should be done either outside these seasons or with minimal impacts.

Please send any further materials regarding this project to:

Albert J. Carbon, III, P.E.  
Public Works Director  
City of Fort Lauderdale  
100 N Andrews Ave.  
Fort Lauderdale, FL 33301  
(954) 828-5290

Sincerely,



Albert J. Carbon III, P.E.  
Public Works Director

C: Mayor and City Commission  
George Gretsas, City Manager  
Ted Lawson, Assistant City Manager  
Harry Stewart, City Attorney  
Chris Lyon, Lewis, Longman and Walker  
Todd Hiteshew, Environmental Services Manager



*Venice of America*

CITY OF  
**FORT LAUDERDALE**

January 9, 2009

Steven MacLeod  
Environmental Manager  
Bureau of Beaches & Coastal Systems  
3900 Commonwealth Blvd., M.S. 300  
Tallahassee, FL 32399-3000

Subject: Port Everglades Entrance Sand Bypass Project  
File No. 0289308-001-JC, Broward County  
Responses Regarding RAI #1

Mr. MacLeod:

The City of Fort Lauderdale has received the response to the request for additional information (RAI #1) on the proposed Port Everglades Entrance Sand Bypass Project. The City's request for additional information has not been fully addressed and the responses provided raise some additional concerns.

The City continues to have concerns on both the short term (construction) and long term (operational) effects of the proposed project. In addition, the responses provided raise questions on the projects compliance with the City's Comprehensive Plan. Below is a summary of the most pressing concerns the City has on the project:

**Item No. 7: Describe the purpose and need of the proposed activity including any public benefit.**

The City acknowledges the project team has met with numerous members of City staff but has yet to fully address its concerns on beach erosion, construction and operational impacts of the proposed project. Please refer to the City's letter of July 8, 2008 for the specifics.

The response stating, "...the City's Central Beach shoreline have experienced relatively moderate erosion," is vague and non-conclusive. What does moderate mean? And how will this affect that trend? Broward County is preparing a restudy of Segment II Beach Renourishment Project to determine the renourishment needs of the City's Central Beach.

The response under "Beach Access During Construction" does not address the question. Will the beach be closed during construction? Will there be limited access to the beach and water due to construction related activities, including but not limited to increased water turbidity and the possibility of higher levels of other compound levels?

PUBLIC WORKS DEPARTMENT (ENGINEERING AND ARCHITECTURAL SERVICES)

100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301

TELEPHONE:(954) 828-5772

ENGINEERING FAX (954) 828-5074, ARCHITECTURAL FAX (954) 828-5070

[www.fortlauderdale.gov](http://www.fortlauderdale.gov)



The City acknowledges that the Project does not have a northern limit. The City's comment was not to request the Project impact analysis, but to request that the Project include the City's Central Beach. Why was the Central Beach not included? The response states, "Project related erosion is not anticipated along the City of Fort Lauderdale Central Beach shoreline." How was "not anticipated" determined?

**Item No. 19: Written evidence, provided by the appropriate governmental agency having jurisdiction over the activity, that the proposed activity, as submitted to the Department, is consistent with the state-approved Local Comprehensive Plan.**

The City of Fort Lauderdale is the local agency and has not been requested to determine if the Project is consistent with its Local Comprehensive Plan. The City disagrees with the Response that Broward County is the appropriate governmental agency. How was this determined? Is the Project consistent with the Broward County Comprehensive Plan?

**Item No. 23: Complete sets of construction plans and specifications for the propose activity, certified by an engineer duly registered pursuant to Chapter 471, Florida Statues. The plans shall clearly distinguish between existing and proposed structures. And grades, and shall include the following:**

The City reserves its rights to comments until these plans have been developed and are available for review. The City is specifically concerned with:

- Blasting Plan
- Vibration Control Plan and
- Marine Species Protection Plan

**Item No. 26: A proposed construction schedule**

The City of Fort Lauderdale is concerned with the proposed construction schedule that identifies work to be completed during its peak tourism season. The Fort Lauderdale Beach is an economic engine for the City, Broward County and South Florida. Any work of this magnitude will have a comprehensive economic impact to this world-renowned beach and impacts need to be addressed.


Before the Florida Bureau of Beaches & Coastal Systems approves the permit for the Port Everglades Entrance Sand Bypass Project, the City needs to be completely informed of the aesthetic, economic, and sand management impacts of the project on the City's world-renowned beach.

Steven MacLeod  
January 9, 2009  
Page 3

Please send any further materials regarding this project to:

Albert J. Carbon, III, P. E.  
Public Works Director  
City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301  
(954) 828-5290

Sincerely,

A handwritten signature in black ink that reads "Albert J. Carbon III". The signature is written in a cursive style with a large, prominent "C" at the end.

Albert J. Carbon III, P.E.  
Public Works Director

C: Mayor and City Commission  
George Gretsas, City Manager  
Ted Lawson, Assistant City Manager  
Harry Stewart, City Attorney  
Chris Lyon, Lewis, Longman and Walker





*Venice of America*

CITY OF  
**FORT LAUDERDALE**

**COPY**

July 8, 2008

Steven MacLeod  
Environmental Manager  
Bureau of Beaches & Coastal Systems  
3900 Commonwealth Blvd., M.S. 300  
Tallahassee, FL 32399-3000

Subject: Port Everglades Entrance Sand Bypass Project  
File No. 0289308-001-JC, Broward County

Mr. MacLeod:

Thank you for including the City of Fort Lauderdale in your announcement of the new permit application for the above mentioned project.

The City does have concerns on both the short term (construction) and long term (operational) effects of the proposed project. The limited turn around time for comments on the permit application restricts the City's ability to complete a thorough review. Below is a summary of the most pressing concerns the City has on the project:

#### **Beach Erosion**

The permit application identifies the project limits both north and south of the Port Everglades Inlet. The City is concerned with the effects of the bypass project on its beaches north of the identified project limits.

The City's Central Beach is between FDEP Reference Monuments R-69 and R-80, just north of the current project limits. Its erosion is of great concern to the City. The Central Beach is an economic and recreational driver for the City of Fort Lauderdale. Some outstanding questions of concern include:

- Will this project increase the erosional trend?
- Will there be any mitigation on the continuing eroding central beach?
- Should the project limits be increased to include the City's central beach?

#### **Construction**

The application fails to address the construction impacts to the City of Fort Lauderdale beaches and residents. Some outstanding questions of concern include:

- What is the duration of construction?
- Will the project limit access to the beach?

**PUBLIC WORKS DEPARTMENT**  
100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301  
TELEPHONE:(954) 828-5772 FAX: (954) 828-5074  
[www.fortlauderdale.gov](http://www.fortlauderdale.gov)



Steven MacLeod  
July 8, 2008  
Page 2

- The permit application identifies blasting as a method of constructing the sand trap. This is of grave concern to the City.

### Operational

The application does not address the operations of the sand bypass and its effects on the City of Fort Lauderdale. Some outstanding questions of concern include:

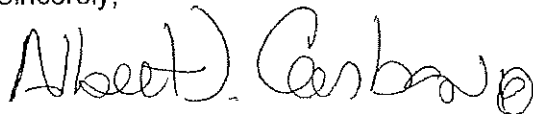
- Will the operations increase the erosional trend of the City's beaches?
- Will there be any mitigation on the continuing eroding central beach regarding the sand bypass operations?
- What is the frequency and duration of the bypass operations?
- Will portions of the beach be closed or limited access during the operations?

Before the Florida Bureau of Beaches & Coastal Systems approves the permit for the Port Everglades Entrance Sand Bypass Project, the City needs to be completely informed of the aesthetic, economic, and sand management impacts of the project on the City's world renowned beach.

Please send any further materials regarding this project to:

Albert J. Carbon, III, P. E.  
Public Works Director  
City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301  
(954) 828-5290

Sincerely,



Albert J. Carbon III, P.E.  
Public Works Director

C: Mayor and City Commission  
George Gretsas, City Manager  
Kathleen Gunn, Assistant City Manager  
Harry Stewart, City Attorney  
Chris Lyon, Lewis, Longman and Walker