



## **DRAFT AGENDA**

**MONDAY, SEPTEMBER 22, 2025**

**Miami-Dade TPO Offices  
150 West Flagler Street, Suite 1900  
Miami, FL 33130**

**Following the conclusion of the 10:00 AM Executive Meeting  
Time Approximate: 10:30 AM**

**VIRTUAL / PHYSICAL MEETING**

**Join Zoom Meeting**

**<https://us06web.zoom.us/j/88431012110?pwd=p4JZ6p0MNZ2aK4mufjGmJwM4p9dB91.1>**

**Meeting ID: 884 3101 2110**

**Passcode: 975723**

**Find your local number: <https://us06web.zoom.us/j/88431012110?pwd=p4JZ6p0MNZ2aK4mufjGmJwM4p9dB91.1>**

**I. Pledge of Allegiance and Roll Call**

Welcome by Aileen Bouclé, AICP, Executive Director, Miami-Dade TPO

**II. Presentations**

Daniel Iglesias, P.E., District Secretary, FDOT District Six (Time Approximate 11:00 A.M.)

**III. Action Items**

**A. Minutes**

August 27, 2025 Executive Committee Meeting

**B. Financial Report**



South Florida Regional Planning Council  
1 Oakwood Boulevard, Suite 250, Hollywood, Florida 33020  
954-924-3653 Phone, 954-924-3654 FAX  
[www.sfregionalcouncil.org](http://www.sfregionalcouncil.org); [sfadmin@sfrpc.com](mailto:sfadmin@sfrpc.com)

C. Consent: Comprehensive Plan Amendment Reviews

Proposed

- Broward County 25-01ESR
- Monroe County 25-04ACSC
- Monroe County 25-05ACSC
- City of Florida City 25-01ESR
- City of Fort Lauderdale 25-02ESR
- City of Hallandale Beach 25-01ER
- City of Lauderdale Lakes 25-01ER
- City of Sunny Isles Beach 25-02ESR

**Public Hearing**

Adopted

- Monroe County 25-03ACSC
- City of South Miami 24-02ESR
- City of Sunny Isles Beach 25-01ESR

**Public Hearing**

- D. Regional Issues: Comprehensive Plan Amendment Review – None
- E. General Counsel Annual Review
- F. Executive Director Annual Review
- G. FY 2025-26 Proposed Operating Budget
- H. SFRPC Resolution # 25-03 Funding for SFRTA

**Public Comments**

**IV. Program Reports and Activities**

- A. SFRPC Revolving Loan Funds Status Report
- B. SFRPC CARES Act RLF Status Report
- C. Legal Counsel Update on SB 180, Chapter 2025-190 (Time Approximate: 11:25 A.M.)

**V. Discussion Items**

- A. Executive Director's Report
- B. Legal Counsel Report
- C. Council Members Report
- D. Ex-Officio Report

**VI. Announcements and Attachments**

- A. Attendance Form
- B. Upcoming Meetings
  - 1) Monday, October 20, 2025, 10:30 am (SFRPC)
  - 2) Monday, November 17, 2025. 10:30 am (Location TBD)

- 3) December, Winter Recess, No Meeting unless called by the Chair
- 4) Monday, January 26, 2026, 10:30 am (SFRPC)

## **VII. Adjournment**

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he 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 based.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing is asked to advise the Agency at least 5 days before the hearing by contacting the South Florida Regional Planning Council at one of the following: (1) One Oakwood Boulevard, Suite 250, Hollywood, Florida 33020; (2) Phone 954-924-3653; (3) Fax 954-924-3654; or (4) [sfadmin@sfrpc.com](mailto:sfadmin@sfrpc.com). If you are hearing or speech impaired, please contact the Agency using the Florida Relay Service, 1 (800) 955-8771 (TTY/VCO), 1 (800) 955-8770 (Voice), 1 (800) 955-8773 (Spanish).

Agenda packets for upcoming Council meetings will be available at the Council's website, <https://sfregionalcouncil.org/meeting-materials/> ten days prior to the meeting.

If you would like to be added to the e-mail list to receive the link to the agenda, please e-mail the Council at [sfadmin@sfrpc.com](mailto:sfadmin@sfrpc.com).

September 22, 2025

# COUNCIL MEETING GUEST SPEAKER



**Daniel Iglesias, P.E.**

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District Secretary, District Six  
Florida Department of  
Transportation





## **DANIEL IGLESIAS, P.E.**

District Secretary, District Six  
Florida Department of Transportation

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Secretary Iglesias was born and raised in Miami, Florida and received his Bachelor of Science degree in Architectural Engineering from the University of Miami. He worked in the private sector for 7 years where his responsibilities included various roadway improvement projects for the City of Hialeah and Miami-Dade County, and water and sewer and pump station design and various land development projects.

Mr. Iglesias decided to focus on roadway design and started his career with FDOT District Six in 2007 as a Roadway Designer/Project Engineer in the Internal Design section. In February of 2009, he was promoted and became a Project Manager in Internal Design. Under his leadership, the Design team successfully produced dozens of projects, most notably the widening of the Eastbound I-75 to Southbound Palmetto Expressway ramp and the Alton Road reconstruction from 5th Street to Michigan Avenue in Miami-Dade County. After serving as the head of the Internal Design section for 4 years, he became the District Design Engineer in 2016, leading the Design office in producing several key projects including the I-395 Signature Bridge project, the completion of the Krome Avenue Widening program, and the design of the Golden Glades Interchange reconstruction project- the largest conventional Design-Bid-Build project in Florida's history. In 2020, Mr. Iglesias was promoted to the Director of Transportation Development, where he oversaw the development of a \$3.2 B District Work Program. In 2025, Mr. Iglesias was appointed the District Six Secretary, leading FDOT's district in Miami-Dade and Monroe counties. In 2011, he was recognized as the Leader of the Year for the District and is a FELL and AASHTO Leadership Institute graduate.

Secretary Iglesias is married to his wife Nikki and has two children.



South Florida Regional Planning Council

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**MINUTES OF THE  
EXECUTIVE COMMITTEE OF THE  
SOUTH FLORIDA REGIONAL PLANNING COUNCIL  
August 27, 2025**

The Executive Committee Members of the South Florida Regional Planning Council met virtually and in person on this date at the South Florida Regional Planning Council, 1 Oakwood Boulevard, Suite 250, Hollywood, FL 33020. Chair Lincoln welcomed everyone, both in person and virtually, and called the meeting to order at 10:31 a.m. She asked Councilmember Goldberg to lead the Pledge of Allegiance. The meeting's recording can be accessed here:

<https://www.youtube.com/watch?v=VmwQXTJg0vc&feature=youtu.be>

**I. Pledge of Allegiance and Roll Call**

Chair Michelle Lincoln (VP)  
Councilmember Frank Caplan  
Councilmember René García (VP)  
Councilmember Steve Geller  
Councilmember Cary Goldberg  
Councilmember Denise Horland

A = Absent  
D = Designee  
\* = Excused Absence  
VP = Virtually Present

SFRPC Executive Director Isabel Cosio Carballo and Legal Counsel Sam Goren were present.

The following Ex-Officio Members were virtually present:

Sirena Davila, representing the Florida Department of Environmental Protection  
Armando Vilaboy, representing the South Florida Water Management District

The following Ex-Officio Member was absent:

Dat Huynh, representing the Florida Department of Transportation, District 6

**II. Presentation**

Legal Counsel Update on SB 180, Chapter 2025-190; (Time Approximate: 11:30)

The presentation has been postponed to the September 22, 2025, Council Meeting.

**III. Action Items**

A. Minutes of the Previous Meeting

*Chair Lincoln motioned to approve the Meeting Minutes for the July 21, 2025, Meeting. Councilmember Geller moved the motion, Councilmember Caplan seconded the motion, which was adopted by unanimous vote.*

**B. Financial Report**

The Director of Finance and IT, Leo Braslavsky Soldi, presented the Financial Report in detail.

*Chair Lincoln motioned to approve the Financial Report. Councilmember Geller moved the motion, Councilmember Horland seconded the motion, which was adopted by unanimous vote.*

**C. Consent: Comprehensive Plan Amendment Reviews**

Legal Counsel, Sam Goren, read the Comprehensive Plan Amendment Reviews, Proposed.

**Proposed**

- Islamorada, Village of Islands 25-03ACSC
- Islamorada, Village of Islands 25-04ACSC
- City of Lauderhill 25-01ESR
- City of Miami Beach 25-02ESR
- City of Miami Beach 25-03ESR
- City of South Miami 25-01ER

**Public Hearing**

Chair Lincoln opened the Public Hearing and asked if there were any comments or questions.

**Public Comments**

There were no comments or questions from the public in person or virtually.

*Chair Lincoln motioned to approve the proposed Comprehensive Plan Amendments. Councilmember Horland moved the motion, Councilmember Goldberg seconded the motion, which was adopted by unanimous vote.*

Legal Counsel, Sam Goren, read the Comprehensive Plan Amendment Reviews Adopted.

**Adopted**

- Miami-Dade County 25-02ESR
- Miami-Dade County 25-04ESR
- Monroe County 25-02ACSC
- City of Miami 25-01ESR
- City of Parkland 25-01ESR

### **Public Hearing**

Chair Lincoln opened the Public Hearing and asked if there were any comments or questions.

### **Public Comments**

There were no comments or questions from the public in person or virtually.

*Chair Lincoln motioned to approve the Adopted Comprehensive Plan Amendments. Councilmember Geller moved the motion, Councilmember Garcia seconded the motion, which was adopted by unanimous vote.*

#### **D. Regional Issues: Comprehensive Plan Amendment Review**

Miami-Dade County 25-03ESR

Legal Counsel, Sam Goren, read the Regional Issues: Comprehensive Plan Amendment Reviews for Miami-Dade 25-03ESR.

Ms. Cosio Carballo discussed the Miami-Dade 25-03ESR amendment that was submitted on behalf of Kelly Tractors for a development project. Council staff Christina Miskis explained the Council's responsibilities regarding amendment reviews. She summarized the amendment, citing the SFRPC concerns for consistency with the SRPP. Council review of amendments to local government comprehensive plans is limited to 1) adverse effects on regional resources and facilities identified in the Strategic Regional Policy Plan for South Florida (SRPP) and 2) extra-jurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the Region.

Based on comments from the Florida Department of Transportation and lack of comment from the South Florida Water Management District, with no comments received from any other commenting agency or outside organization, Council staff's recommends that the Council find the proposed plan amendment as not causing adverse impact to state or regional resources/facilities and without extra-jurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the Region. Discussion ensued on the lack of comments from other agencies, wetlands, and regional impacts.

Following Council staff's introduction of the item, there was a presentation by Alessandria San Roman, from Holland & Knight LLC, on behalf of the applicant, Kelly Tractors. The site is a 246-acre parcel that is partly outside the Urban Development Boundary. The applicant's request is to amend the land use designation to allow the creation of "MIA Equipment and Supportive Services Area." Ms. San Roman discussed points such as economic development benefits, the regional significance of wetlands, and environmental impacts. Transportation impacts were discussed for NW 137th Ave & State Road 836 access. There was a discussion of commitments from the applicant for the preservation and expansion of on-site wetlands.

Public Comment was provided by Ms. Laura Reynolds from the Hold the Line Coalition. Ms. Reynolds expressed opposition, citing wetlands protection, and suggested a map amendment rather than a text

amendment. Councilmember Geller asked Legal Counsel Sam Goren to clarify the extent of the Council's jurisdiction. Mr. Goren recognized the Council's limited jurisdiction under Ch. 163.3184, F.S., for regional resources and extra-jurisdictional impacts only. Councilmember Garcia provided comments on the vote at the Miami-Dade County Commission meeting. Councilmember Caplan discussed the wetlands and asked the applicant to clarify. Councilmember Horland expressed her concern over the lack of agency comments.

*Chair Lincoln motioned to approve the Miami-Dade County 25-03ESR. Councilmember Geller moved the motion, Councilmember Garcia seconded the motion, to recommend approval with inclusion of Council staff recommendations, amended to emphasize wetland preservation and restoration as feasible. The motion was carried by a roll call vote.*

**SFRPC Recommendation Miami-Dade County 25-03ESR (CDMP 20230013) – Final Adopted**

Based on comments from the Florida Department of Transportation and lack of comment from the South Florida Water Management District, with no comments received from any other commenting agency or outside organization, find the proposed plan amendment as not causing adverse impact to state or regional resources/facilities and without extra-jurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the Region.

Find the Amendment generally consistent and approve this report for transmittal to Miami-Dade County and the State Land Planning Agency with the following Council Recommendations:

- To ensure that existing industrial land within the UDB is utilized to its highest and best use, and to minimize future development pressure outside of the UDB, the Council recommends aligning initiatives such as private/public partnerships for land assembly and brownfield redevelopment with broader economic development strategies. This approach will help balance economic growth with community and environmental priorities.
- To mitigate potential runoff, water quality, and freshwater recharge impacts, staff recommends that the Applicant consider sufficiently buffering the property from the C-4 Inflow canal on the western border, preserve existing intact wetlands, and restore wetlands as feasible. The Applicant and County should continue to work together to address and minimize potential adverse impacts to Wetlands of Regional Significance identified by Miami-Dade County.
- The Applicant should also ensure that there are no adverse impacts to the habitat of federal or state-designated endangered and threatened species. It is notable and commendable that an island hammock is identified for conservation with the support of the Miccosukee Tribe.
- The Applicant should work with Miami-Dade County to address impacts to NW/SW 137 Avenue to ensure that necessary infrastructure is either available or provided.
- The Applicant should ensure that potential connections to regional transit are maximized to the extent possible, as recommended by Miami-Dade Transportation and Public Works (MDTPW). The Applicant should coordinate with Miami-Dade County to complete nearby bicycle and pedestrian infrastructure, including crosswalks.

E. General Counsel Annual Review

The Agenda Item has been postponed to the September 22, 2025, Council Meeting.

F. Executive Director Annual Review

The Agenda Item has been postponed to the September 22, 2025, Council Meeting.

**IV. Program Reports and Activities**

A. Council Member Request – County Ad Valorem Analysis

Mrs. Cosio Carballo asked Deputy Director Randy Deshazo to briefly respond to the request of Councilmember Geller regarding the County Ad Valorem Analysis. Councilmember Geller advised that he had serious questions, and Mrs. Cosio Carballo suggested that Councilmember Geller and Mr. Deshazo have an offline conversation and postpone a staff presentation to the September council meeting due to lack of time today. Councilmember Geller stated the report was similar to the Tallahassee Democrat, in which property taxes are 32% of all county revenue. Councilmember Geller discussed the report using the general revenue, which makes up 85% of property taxes, and the 32% can be misleading because it includes 55.7% for first responders. Ms. Cosio Carballo stated that Council staff will continue its work on the request.

B. SFRPC Regional Conference – “The Business Case for Transit-Oriented Development with Affordable and Workforce Housing”

Mrs. Cosio Carballo asked Ms. Eralda Agolli of Council staff to provide an update on the upcoming SFRPC regional conference, scheduled for September 11, 2025, at the Broward Center for the Performing Arts. As of August 27, 2025, 172 people registered for the event. Ms. Agolli discussed Council staff sending out more marketing emails for the event and asked if the Councilmembers could also share the conference information through their email and social media channels.

**V. Discussion Items**

A. Executive Director’s Report

Chair Lincoln tabled the Executive Director’s Report for the next Council meeting.

B. Legal Counsel Report

Chair Lincoln tabled the Legal Counsel’s Report for the next Council meeting due to time constraints.

C. Council Members Report

None.

D. Ex-Officio Report

None.

**VI. Announcements and Attachments**

A. Attendance Form

B. Upcoming Meetings

- 1) Thursday, September 11, 2025, 8:30 am (SFRPC Regional Conference, Broward Center for the Performing Arts)
- 2) Monday, September 22, 2025, 10:30 am (TBD)
- 3) Monday, October 20, 2025, 10:30 am (SFRPC)
- 4) Monday, November 17, 2025. 10:30 am (Marathon TBD)
- 5) December, Winter Recess, No Meeting unless called by the Chair

**VII. Adjournment**

Chair Lincoln adjourned the meeting at 11:35 a.m.

This signature is to attest that the undersigned is the Secretary of the SOUTH FLORIDA REGIONAL PLANNING COUNCIL and that the information provided herein is the true and correct minutes for August 27, 2025, of the SOUTH FLORIDA REGIONAL PLANNING COUNCIL adopted on the 22<sup>nd</sup> day of September 2025.

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Frank Caplan, Secretary  
Councilmember, Village of Key Biscayne

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Date





## MEMORANDUM

AGENDA ITEM #III.B

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DATE: SEPTEMBER 22, 2025

TO: COUNCIL MEMBERS

FROM: STAFF

SUBJECT: FINANCIAL REPORT

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Attached is a Financial Report comparing the months of June through August 2025 for your review and approval.

Recommendation

Approve the Financial Report.



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**SOUTH FLORIDA REGIONAL PLANNING COUNCIL  
COMPARATIVE BALANCE SHEET**

**August 31, 2025**

(unaudited)

	June	July	August	Increase (Decrease)
<b><u>General Fund</u></b>				
<b>Assets:</b>				
Cash GF	1,350,475	1,296,689	1,350,248	53,559
SBA - Investment Account	523,914	525,899	527,883	1,985
Accounts Receivable	7,509	6,337	5,750	(586)
Due From Other Funds	39,258	37,705	30,563	(7,142)
Prepaid Expenses	15,477	15,477	15,477	-
<b>Total Assets</b>	<b>1,936,634</b>	<b>1,882,106</b>	<b>1,929,922</b>	<b>47,815</b>
<b>Liabilities and Fund Balance:</b>				
Liabilities	19,547	27,139	17,104	(10,035)
Fund Balance	1,917,087	1,854,967	1,912,817	57,850
<b>Total Liabilities and Fund Balance</b>	<b>1,936,634</b>	<b>1,882,106</b>	<b>1,929,922</b>	<b>47,815</b>
<b><u>Federal, State &amp; Local</u></b>				
<b>Assets:</b>				
Accounts Receivable	166,577	205,564	172,470	(33,094)
<b>Total Assets</b>	<b>166,577</b>	<b>205,564</b>	<b>172,470</b>	<b>(33,094)</b>
<b>Liabilities and Fund Balance:</b>				
Liabilities	162	8,629	(521)	(9,150)
Fund Balance	166,415	196,935	172,991	(23,944)
<b>Total Liabilities and Fund Balance</b>	<b>166,577</b>	<b>205,564</b>	<b>172,470</b>	<b>(33,094)</b>
<b><u>Revolving Loan Funds</u></b>				
<b>Assets:</b>				
Cash RLF	3,990,091	4,041,443	3,745,611	(295,832)
Accounts Receivable	9,026,776	9,206,443	9,504,879	298,436
Allowance for Loan Losses	(1,262,624)	(1,262,624)	(1,262,624)	-
<b>Total Assets</b>	<b>11,754,243</b>	<b>11,985,261</b>	<b>11,987,865</b>	<b>2,604</b>
<b>Liabilities and Fund Balance:</b>				
Liabilities	38	388	92	(297)
Due To Other Funds	39,258	37,705	29,287	(8,418)
Fund Balance	11,714,947	11,947,168	11,958,487	11,319
<b>Total Liabilities and Fund Balance</b>	<b>11,754,243</b>	<b>11,985,261</b>	<b>11,987,865</b>	<b>2,604</b>
<b><u>Southeast Florida Regional Prosperity Institute</u></b>				
<b>Assets:</b>				
Cash	58,994	59,129	63,774	4,645
Receivables	-	7,000	3,500	(3,500)
<b>Total Assets</b>	<b>58,994</b>	<b>66,129</b>	<b>67,274</b>	<b>1,145</b>
<b>Liabilities and Fund Balance:</b>				
Liabilities	-	-	-	-
Fund Balance	58,994	66,129	67,274	1,145
<b>Total Liabilities and Fund Balance</b>	<b>58,994</b>	<b>66,129</b>	<b>67,274</b>	<b>1,145</b>

**SOUTH FLORIDA REGIONAL PLANNING COUNCIL**

**August 31, 2025**

**(unaudited)**

<b><u>Description</u></b>	<b>June</b>	<b>July</b>	<b>August</b>	<b>Fiscal to Date</b>	<b>% Realized</b>	<b>Annual Budget</b>	<b>% of Budget</b>	<b>Remaining Budget</b>
<b><u>REVENUE REPORT</u></b>								
Membership Dues	\$ -	\$ -	\$ -	\$ 1,226,527	100%	\$ 1,226,527	35%	\$ 1,226,527
Interest & Other Income	5,875	5,817	5,664	72,837	104%	70,000	2%	(2,837)
Federal Funded Projects	48,877	104,929	171,855	980,454	107%	917,703	27%	(62,751)
State Funded Projects	40,500	87,098	-	208,114	91%	229,566	7%	21,452
Local Funded Projects	40,569	343	41,705	468,068	110%	425,918	12%	(42,150)
Trust Funds	58,394	269,807	41,064	804,023	136%	591,884	17%	(212,139)
<b>TOTAL Revenues</b>	<b>194,215</b>	<b>467,994</b>	<b>260,288</b>	<b>3,760,024</b>	<b>109%</b>	<b>3,461,598</b>	<b>100%</b>	<b>(298,426)</b>
<b><u>EXPENSE REPORT</u></b>								
<b><u>Operating Expenses</u></b>								
Staff Compensation	\$ 139,606	\$ 138,915	\$ 137,572	\$ 1,727,482	88%	\$ 1,965,238	57%	\$ 237,756
Occupancy	9,021	9,021	9,021	102,876	87%	118,450	3%	15,574
Utilities Electric/Sanitation	628	632	713	5,847	94%	6,200	0%	353
Janitorial Services	1,409	802	185	8,750	97%	9,000	0%	250
Repairs & Maintenance	-	-	-	-	0%	6,200	0%	6,200
Storage	518	518	518	5,394	72%	7,500	0%	2,106
Office Automation	2,894	4,245	3,101	49,298	72%	68,000	2%	18,702
Advertising, Notices, Supplies, Postage & PR	2,974	9,487	5,867	72,016	89%	80,531	2%	8,515
Travel	10	774	(47)	8,198	82%	10,000	0%	1,802
Professional Development	121	-	-	2,313	14%	16,000	0%	13,687
Insurance	11,525	-	-	39,475	72%	54,900	2%	15,425
Miscellaneous Expenses	205	-	-	205	20%	1,000	0%	795
Legal Services (1)	2,338	3,314	2,933	52,618	80%	66,050	2%	13,432
Financial Services	157	147	146	13,295	21%	62,500	2%	49,205
Professional Consultants	4,015	-	-	11,296	75%	15,000	0%	3,704
Capital Expenditures	-	-	-	-	0%	15,000	0%	15,000
Subtotal Operating Expenses	<b>175,420</b>	<b>167,855</b>	<b>160,009</b>	<b>2,099,064</b>	<b>84%</b>	<b>2,501,569</b>	<b>72%</b>	<b>402,505</b>
<b><u>Pass Through Expenses:</u></b>	<b>65,132</b>	<b>88,454</b>	<b>40,112</b>	<b>742,954</b>	<b>92%</b>	<b>805,929</b>	<b>23%</b>	<b>62,975</b>
<b>TOTAL Expenses</b>	<b>240,553</b>	<b>256,309</b>	<b>200,120</b>	<b>2,842,018</b>	<b>86%</b>	<b>3,307,498</b>	<b>95%</b>	<b>465,480</b>
<b><u>OTHER REVENUES (Expenses)</u></b>								
Bad Debt- RLF Programs	-	-	-	25,000				
<b>Excess (deficit) Revenues over Expenditures</b>	<b>\$ (46,338)</b>	<b>\$ 211,685</b>	<b>\$ 60,167</b>	<b>\$ 918,006</b>		<b>\$ 154,100</b>	<b>4%</b>	
<b>(1) Additional legal YTD expenses included in "pass-through Expenses"</b>				<b>\$ 92,870</b>				
<b>Note: Percentage of Fiscal Year lapsed</b>				<b>91.67%</b>				



# MEMORANDUM

AGENDA ITEM #III.C

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DATE: SEPTEMBER 22, 2025

TO: COUNCIL MEMBERS

FROM: STAFF

SUBJECT: LOCAL GOVERNMENT COMPREHENSIVE PLAN (LGCP) PROPOSED AND ADOPTED  
AMENDMENT CONSENT AGENDA

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Pursuant to the 1974 Interlocal Agreement creating the South Florida Regional Planning Council (Council), the Council is directed by its member counties to “assure the orderly, economic, and balanced growth and development of the Region, consistent with the protection of natural resources and environment of the Region and to protect the health, safety, welfare, and quality of life of the residents of the Region.”

In fulfillment of the Interlocal Agreement directive and its duties under State law, the Council reviews local government Comprehensive Plan amendments for consistency with the *Strategic Regional Policy Plan for South Florida (SRPP)*. Pursuant to Section 163.3184, Florida Statutes as presently in effect, Council review of comprehensive plan amendments is limited to 1) adverse effects on regional resources and facilities identified in the SRPP and 2) extra-jurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the Region. The Council’s review of amendments is conducted in two stages: (1) proposed or transmittal and (2) adoption. Council staff reviews the contents of the amendment package once the Department of Economic Opportunity certifies its completeness.

A written report of the Council’s evaluation pursuant to Section 163.3184, Florida Statutes, is to be provided to the local government and the State Land Planning Agency within 30 calendar days of receipt of the amendment.

## Recommendation

Find the proposed and adopted plan amendments from the local governments listed as not causing adverse impact to state or regional resources/facilities and without extra-jurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the Region.

Approve this report for transmittal to the local governments, with a copy to the State Land Planning Agency.



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## **PROPOSED AMENDMENTS**

- **Broward County 25-01ESR**

Proposes an amendment to the Environmentally Sensitive Lands Map of the Broward County Land Use Plan Natural Resource Map Series to remove a portion of Site Number 97; approximately 3.5 acres; generally located east of Northeast 7 Avenue, and south of Eller Drive, in the City of Dania Beach.

- **Monroe County 25-04ACSC**

Proposes an amendment to the County's Year 2030 Comprehensive Plan Policy 1302.1.4 and Policy 1302.1.5 to amend the requirement(s) for a community meeting, as requested by the BOCC at its February 19, 2025, Regular Public Meeting. The amendment increases public notice requirements from 10 to 15 days and removes time restrictions on scheduling public meetings.

- **Monroe County 25-05ACSC**

Proposes an amendment to the County's Comprehensive Plan Policies 101.19.2 and Figure 2.5 and Table 2.7 of the Livable Communities Master Plan for Big Pine Key and No Name Key to include Grimal Grove, a tropical fruit grove established in the 1950s located at 258 Cunningham Lane, Big Pine Key, described as lots 5, 6, 7, 8, 13, 14, 15, and 16 of Block 1 of Pine Hammock. The proposed text amendment would recognize Grimal Grove as an institutional use in operation for more than 20 years at the time of the Livable Communities Master Plan.

- **City of Fort Lauderdale 25-02ESR**

Proposes an amendment to the City's Future Land Use Map changing the future land use of a 17-acre portion of the Broward Health Medical Center site from Community Facility to South Regional Center in conjunction with an amendment to the Future Land Use Element to increase the community facilities uses in the South Regional Activity Center future land use designation from 1,000,000 sq. ft. to 3,221,560 sq. ft. The change would also allow Broward Health properties to diversify uses to include hospital, medical, educational, commercial, and residential uses and support a future transit-oriented community.

- **City of Florida City 25-01ESR**

Proposes a text amendment to the City's Comprehensive Development Master Plan (CDMP) Future Land Use Element (FLUE) to permit wetland mitigation bank use in the Agriculture Land Use Category.

- **City of Hallandale Beach 25-01ER**

Proposes Evaluation and Appraisal Report (EAR) based text amendments to the City's Comprehensive Plan Future Land Use, Transportation, Housing, Aquifer Recharge, Coastal Management, Conservation, Recreation and Open Space, Capital Improvements, Public School Facilities, Consistency with State Comprehensive Plan, and Private Property Rights Elements. Included updated level of service (LOS) data and maps, policies to support post-disaster recovery, reinforce environmental protection, and revise concurrency management, and updated population projections, among other changes. Specific new policies and amended language of note are as follows:

- Future Land Use Element: Added new land uses and future land use policies to support intergovernmental coordination, renewable energy, affordable housing, and infrastructure planning.
- Transportation Element: Introduced a new policy supporting alternative mobility funding systems and regional coordination.
- Housing Element: Added a policy to promote accessory dwelling units as an affordable housing strategy.
- Aquifer Recharge Element: Introduced a policy supporting environmental protection and advanced wastewater treatment.

- Coastal Management Element: Added a policy to support post-disaster recovery and interagency coordination.
  - Conservation Element: Added a policy to reinforce environmental protection through agency collaboration.
  - Public School Facilities Element: Revised concurrency management policies, updated maps, and introduced new impact fee-related policies in coordination with the school district.
- **City of Lauderdale Lakes 25-01ER**  
Proposes Evaluation and Appraisal Report (EAR) based text amendments to the City's Comprehensive Plan Future Land Use, Transportation, Housing, Infrastructure, Conservation, Recreation and Open Space, Intergovernmental Coordination, Economic Development, Public School Facilities, Capital Improvements, and Property Rights Elements to reflect changes in statutory requirements and local conditions. It is noted that the Florida Department of Transportation, District Four (FDOT D4), provided technical assistance comments consistent with Section 163.3168(3), Florida Statutes, based on their review, for consideration by the City. The technical assistance comments have been noted to "not form the basis of a challenge, but help strengthen the local government's comprehensive plan to foster a vibrant, healthy community and are designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S." The technical assistance comments relate to Transportation Element Policy 2.1.5.2, Transportation Element Policy 2.1.5.3, Transportation Element Policy 2.1.6.7, Data Inventory & Analysis Table 3.1, and Data Inventory & Analysis Table 3.3. The City of Lauderdale Lakes should consider addressing the technical assistance comments provided by FDOT D4 prior to adoption.
- **City of Sunny Isles Beach 25-02ESR**  
Proposes text amendments to the City's Comprehensive Plan necessary to clarify maximum development allowances (density and floor area ratio) within the established land use categories. Establishes 0.6 FAR for low-density residential, 0.8 for low-medium residential, 1.0 FAR for medium residential, and 2.0 for medium-high residential. Modifies guidelines for the Transfer of Development Rights (TDR) and adjusts "Population Estimates and Projection" estimates for 2025-2045.

## **ADOPTED AMENDMENTS**

- **Monroe County 25-03ACSC**

Adopts amendments to the County's Comprehensive Plan Future Land Use Element to modify the requirements related to the County's remaining Early Evacuation Unit Building Permit Allocations by removing the existing 1-for-1 takings and Bert Harris Act Liability Reduction Exchange Requirement, as well as clarifying Comprehensive Plan Policies 101.2.2, 101.2.4, 101.3.1, 101.3.2, 101.3.4, 101.3.10, 101.3.11, 101.3.12, and 601.1.8.

- **City of South Miami 24-02ESR**

Amends the City's Comprehensive Plan: Policy 1.1.1 of the Future Land Use Element of the City of South Miami Comprehensive Plan to establish a maximum density of 200 dwelling units per acre in the "Transit Supportive Development District"; Amends the Future Land Use Map to change the Future Land Use Designation of parcels currently designated "Mixed-Use Commercial Residential", "Residential/Limited Commercial", "Business Office", "Parks and Open Space", "Multi-Family Residential", "Townhouse Residential", "Single-Family Residential", "Hospital", and "Public Institutional" to "Transit-Supportive Development District". Modifies applicable development regulations implementing the Future Land Use Element Policy 1.1.1 amendment and supporting the Future Land Use Plan with detailed land development regulations that implement the transit-supportive development policies, as well as to support orderly and compatible development. Amends proposed changes to the City's Zoning Map with the intention of implementing the FLUM amendment.

- **City of Sunny Isles Beach 25-01ESR**

Adopts an amendment to the City's Comprehensive Plan Infrastructure and Capital Improvements Elements, to clarify Level of Service Standards for potable water and sanitary sewer.

\*Property Rights Amendment

**\*\* Staff Note:** Due to the different time requirements for Agencies' responses, some comments may not have been received. Of the Agencies that have submitted comments, those comments do not reflect potential adverse regional or extra-jurisdictional impacts.

No concerns or technical assistance comments reflecting potential adverse regional or extra-jurisdictional impacts were received from local governments or partner agencies.





# MEMORANDUM

AGENDA ITEM #III.E

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DATE: SEPTEMBER 22, 2025

TO: COUNCIL MEMBERS

FROM: STAFF

SUBJECT: GENERAL COUNSEL ANNUAL REVIEW / CONTRACT

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The SFRPC employs General Counsel in accordance with the terms and agreement of the annual Independent Contractor Professional Services Employment Contract between the Council and General Counsel. The Executive Committee, with the delegated function, performs an annual evaluation and review of Legal Counsel.

The annual review of Legal Counsel is undertaken prior to renewal of the annual contract and held prior to the September Council Meeting. This year, the review will be held during the Executive Committee meeting scheduled for 10:00 a.m. on September 22, 2025. The Evaluation Form and Legal Counsel's Independent Contractor Professional Services Employment Contract are provided herewith for your review and information. The Professional Services Employment Contract with General Counsel terminates on September 30, 2026.

All Council Members are welcome to attend the Executive Committee meeting.

## Recommendation

- Assess the General Counsel's Performance
- Approve Legal Counsel's Professional Services Employment Contract



South Florida Regional Planning Council  
1 Oakwood Boulevard, Suite 250, Hollywood, Florida 33020  
954-924-3653 Phone, 954-924-3654 FAX  
[www.sfrationalcouncil.org](http://www.sfrationalcouncil.org)

**INDEPENDENT CONTRACTOR PROFESSIONAL  
SERVICES EMPLOYMENT CONTRACT**

THIS INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES EMPLOYMENT CONTRACT is made and entered into in duplicate in Broward County, Florida, this \_\_\_\_ day of September, 2025 by and between the SOUTH FLORIDA REGIONAL PLANNING COUNCIL, a body corporate and politic and an agency of the State of Florida, hereinafter referred to as "SFRPC", being party of the first part, and SAMUEL S. GOREN, as a member of the law firm of Goren, Cherof, Doody & Ezrol, P.A., hereinafter referred to as "ATTORNEY", party of the second part.

IN CONSIDERATION of the mutual covenants and promises herein contained and the mutual exchange of other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed, promises and covenanted as follows:

1.0 SFRPC does hereby agree to employ and accordingly does employ ATTORNEY, and ATTORNEY does hereby agree to accept and does accordingly accept employment by the SFRPC in the capacity of "General Counsel" of the SOUTH FLORIDA REGIONAL PLANNING COUNCIL, all in accordance with the terms and conditions and provisions of said employment as set forth hereinbelow.

2.0 The term of employment of ATTORNEY under this Contract, hence the term of this Independent Contractor Professional Services Employment Contract, shall commence on October 1, 2025 and terminate on September 30, 2026 the term of employment of ATTORNEY hereunder shall be for a period of twelve (12) months, unless the term of employment of ATTORNEY is earlier reduced or terminated pursuant to the early termination provision as set forth herein in numbered Paragraph 3 hereof.

3.0 This Independent Contractor Professional Services Employment Contract is terminable by either SFRPC or ATTORNEY at any time on thirty (30) days written notice to the other party. However, at ATTORNEY'S option, and if so requested by SFRPC, ATTORNEY may continue to provide the professional services contemplated herein pending the appointment/employment of his successor if such appointment/employment requires more than thirty (30) days, and provided that SFRPC exerts reasonable efforts during said thirty (30) days to seek and select his said successor.

In addition, the parties may terminate this Employment Contract at any time and on any agreed basis by mutual consent of all parties, the same reduced to writing and properly executed by all parties hereto. Likewise, the term of this Agreement may be extended at any time by mutual consent of all parties hereto, the terms of such extension being reduced to writing and executed by all parties hereto.

4.0 ATTORNEY, or a member of the law firm, agrees to personally attend all regular and special meetings of the SFRPC Council and to attend any meeting of any official SFRPC board,

committee or commission when specifically requested to attend and to perform any and all legal services, of whatever kind or nature, including office practice and litigation, required, in the opinion of the Attorney or requested of ATTORNEY by SFRPC for the SOUTH FLORIDA REGIONAL PLANNING COUNCIL and the agents, servants and/or employees thereof (when same are acting in their official capacity(s) on behalf of the SOUTH FLORIDA REGIONAL PLANNING COUNCIL) during the term of this Employment Contract, subject only to the following. All legal services to be performed by ATTORNEY hereunder shall be rendered at the request or direction of the majority of the SFRPC (meaning majority of Council sitting at the time that any vote is taken on a direction to request service from ATTORNEY) and/or the Executive Director; otherwise, ATTORNEY shall not be required to perform legal services for SFRPC except on his own initiative and at his own expense. Other legal fees and expenses that may be incurred are as follows:

4.1 Any litigation in which the SFRPC is a party plaintiff or a party defendant in either the Broward County Court, the Broward Circuit Court, or the United States District Court for the Southern District of Florida or any other administrative matter, or trial or appellate Court into which the SFRPC is summoned or petitions;

4.2 Any administrative hearings before any governmental/administrative bodies;

4.3 Co-Counsel activities with insurance counsel assigned by the SFRPC's insurance carrier when necessary and appropriate.

4.4 Real estate and related loan transactions.

For purposes of clarification and emphasis: This Independent Contractor Professional Services Employment Contract is, and is intended to be, a party specific agreement and shall be construed accordingly. The individual attorney with whom SFRPC contracts hereby shall be the sole and exclusive party to render services for, to and on behalf of the SFRPC pursuant to the terms hereof. Except with the specific concurrence and approval of the SFRPC Council, no substitution of counsel for ATTORNEY shall be permitted, except as expressly provided for herein.

The parties specifically recognize and understand that the ATTORNEY is a member of the law firm of Goren, Cherof, Doody & Ezrol, P.A., Fort Lauderdale, Broward County, Florida (the "Firm") and that several members of the Firm possess the requisite skill, competence and exposure in administrative/governmental practice. Specifically, therefore, and notwithstanding any of the foregoing, the rendition of services hereunder by an attorney from the Firm other than the specific attorney contracted with hereunder shall not be prohibited and shall be deemed to be in accordance with the provisions of Section 112.313, Florida Statutes, as amended from time to time, including, litigation and support services otherwise described and permitted by the aforesaid Statute.

5.0 As full payment and compensation for ATTORNEYS and for all legal services hereunder, SFRPC shall pay to ATTORNEY and ATTORNEY agrees to accept from SFRPC rates as follows:

Partners	\$305.00/hour
Associates	\$285.00/hour
Paralegals	\$150.00/hour

In the event of early termination pursuant to the terms hereof, ATTORNEY shall be entitled to accrued and unbilled/billed and unpaid compensation as shall have accrued to the date of said early termination.

6.0 In addition to the compensation for professional services as last set forth, ATTORNEY shall be permitted to submit to the SFRPC on a monthly basis for payment by SFRPC to ATTORNEY an invoice for all reasonable and necessary legal expenses incurred on behalf of the SFRPC, such as court costs and filing fees, in addition to long distance toll charges, messenger service, computerized legal research, photo-copying and facsimile costs not performed by the SFRPC. The foregoing constitutes reimbursement of legal expenses to ATTORNEY and not legal fees for services as contemplated hereunder. ATTORNEY may also request these costs be paid directly by SFRPC to the billing party, agency or vendor upon their original invoice or billing statement rather than on a reimbursement basis including reimbursement for library books and supplements owned by the SFRPC and in possession of the Attorney, if any.

7.0 This Independent Contractor Professional Services Employment Contract sets forth the entire agreement between the parties hereto. Any prior conversations or writing are merged herein and extinguished. No subsequent amendment to this Contract shall be binding upon any of the parties hereto unless reduced to writing and properly signed and executed.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Independent Contractor Professional Services Employment Contract to be executed this \_\_\_\_ day of \_\_\_\_\_, 2025.

WITNESSES AS TO ALL PARTIES:

SOUTH FLORIDA REGIONAL PLANNING COUNCIL

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
MICHELLE LINCOLN  
CHAIR

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
FRANK CAPLAN  
SECRETARY

ATTORNEY

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SAMUEL S. GOREN, as a  
Member of the law firm of  
Goren, Cherof, Doody & Ezrol, P.A.



ATTACHMENT "A"  
FOR PRIVATE ATTORNEY SERVICES

A. SCOPE OF SERVICE:

The ATTORNEY, or a member of his law firm, shall attend all regular and special meetings of the SFRPC Council and to attend any meeting of any official SFRPC board, committee or commission when specifically requested to attend and to **perform any and all legal services, of whatever kind or nature, including office practice and litigation**, required or requested of ATTORNEY by SFRPC for the SOUTH FLORIDA REGIONAL PLANNING COUNCIL and the agents, servants and/or employees thereof (when same are acting in their official capacity(s) on behalf of the SOUTH FLORIDA REGIONAL PLANNING COUNCIL) during the term of this Employment Contract, subject only to the following. All legal services to be performed by ATTORNEY hereunder shall be rendered at the request or direction of the majority of the SFRPC (meaning majority of Council sitting at the time that any vote is taken on a direction to request service from ATTORNEY) and/or the Executive Director; otherwise, ATTORNEY shall not be required to perform legal services for SFRPC except on his own initiative and at his own expense.

For purposes of clarification and emphasis: This Independent Contractor Professional Services Employment Contract is, and is intended to be, a party specific agreement and shall be construed accordingly. The individual attorney with whom SFRPC contracts hereby shall be the sole and exclusive party to render services for, to and on behalf of the SFRPC pursuant to the terms hereof. Except with the specific concurrence and approval of the SFRPC Council, no substitution of counsel for ATTORNEY shall be permitted, except as expressly provided for herein.

The parties specifically recognize and understand that the ATTORNEY is a member of the law firm of, Goren, Cherof, Doody & Ezrol, P.A., Fort Lauderdale, Broward County, Florida (the "Firm") and that several members of the Firm possess the requisite skill, competence and exposure in administrative/governmental practice. Specifically, therefore, and notwithstanding any of the foregoing, the rendition of services hereunder by an attorney from the Firm other than the specific attorney contracted with hereunder shall not be prohibited and shall be deemed to be in accordance with the provisions of Section 112.313, Florida Statutes, as amended including, litigation and support services otherwise described and permitted by the aforesaid Statute.

2. ATTORNEY shall review and analyze SFRPC files, data, documents and other materials and advise on a recommended legal course. Further, ATTORNEY shall attend and participate in meetings, conference calls, inspections or the like and report on the status of the legal matters.

3. ATTORNEY shall prepare and file pleadings, motions, or briefs, initiate and conduct discovery, as required and represent SFRPC in any related litigation and otherwise represent SFRPC at trial or on appeal.

*B. COMPENSATION/FEES:*

- 1. SFRPC shall be billed in accordance with Exhibit "I".*
- 2. Billable hours for hourly billed activities shall be measured in six (6) minute increments. Compensation of attorney hours will be for actual time spent providing attorney services to the SFRPC.*
- 3. Premium rates will not be paid for overtime work.*
- 4. Attorney time while traveling is neither billed nor compensable.*

*C. COMPENSATION/COSTS:*

- 1. Reimbursement of costs for third-party vendor bills, including but not limited to, exhibits, transcripts, and witness fees, filing fees and court costs require prior written authorization by SFRPC and shall be reimbursed based upon presentation by ATTORNEY of an appropriate Statement for Costs. The SFRPC shall not pay for firm surcharges added to Third Party Vendor bills.*
- 2. Routine expenses such as long distance toll charges, messenger service, photocopying, postage, printed library materials and facsimile costs are compensable by the SFRPC upon presentation by ATTORNEY on its monthly Statements.*
- 3. Non-routine office overhead expenses such as long distance phone calls, long distance facsimile transmissions, long distance courier services, bulk mailings, bulk third party copying, blueprints, x-rays, photographs and computer-assisted legal research services must be justified to the AGENCY and shall be reimbursed based on documented third party vendor charges. If these charges exceed subject to annual budget, as amended from time to time, prior written approval from the AGENCY must be obtained. In-house bulk mailings and bulk copying expenses must be supported by usage logs or similar documentation. Firm surcharges are not reimbursable.*
- 4. ATTORNEY shall, if applicable, only bill SFRPC for its proportionate share of the cost of legal research, attending hearings or engaging in client representation of any type, which is applicable to other clients.*
- 5. Incurred reimbursable costs described herein shall not exceed ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS per fiscal year. ATTORNEY shall notify SFRPC in writing when costs reach \$1,000.00. Said notification shall be made as soon as it is practicable and prior to the next monthly invoice.*



D. FORMATION FOR INVOICES:

1. Within thirty (30) days of service provision, each statement for fees and costs shall be submitted in original (white) and one (gold) copy, in a format that includes the following information:

- A. Case name and number, if applicable, or other legal matter reference;
- B. Invoice Number for the particular bill;
- C. **DELETED**
- D. ATTORNEY and SFRPC contract administrators' names;
- E. Inclusive dates of the month covered by the Invoice;
- F. **DELETED**
- G. **DELETED;**
- H. **DELETED;**
- I. **DELETED;**
- J. Any other information as may be requested by SFRPC'S contract administrator.

E. ADMINISTRATION OF AGREEMENT:

- 1. The SFRPC contract administrator is ISABEL COSIO CARBALLO.
- 2. The ATTORNEY contract administrator is SAMUEL S. GOREN.
- 3. All written approvals must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators.
- 4. This contract shall be governed by and construed under the laws of Florida.

F. OTHER AVAILABLE SERVICES:

Upon receipting approval from SFRPC, the ATTORNEY shall use existing SFRPC agreements, when available and cost effective, to acquire services (e.g. computer-assisted legal research) and the assistance of professionals (e.g., court reporters, expert witnesses) at reduced rates.

G. PUBLIC RECORDS:

All documents prepared pursuant to the Agreement are subject to Florida's Public Records Law, unless specifically so stated. Refusal of the ATTORNEY to allow public access to such records, as required by such law, shall constitute grounds for unilateral cancellation of this AGREEMENT.

H. PUBLIC CONDITIONS:

1. The ATTORNEY will make affirmative efforts to achieve cost effectiveness by consolidating court hearings, limiting travel, streamlining case processing, using printed forms, using the appropriate level of attorney or staff experience required by task, and taking other actions to improve efficiency.

2. *Multiple staffing at meetings, hearings, depositions, trials, etc., by the ATTORNEY will not be compensated without prior written approval from SFRPC.*

3. *ATTORNEY agrees that all documents shall be promptly returned at the termination of the ATTORNEY'S involvement in the case or matter at hand.*

4. *SFRPC in-house staff shall be used in the legal matter to the maximum extent possible.*

5. *The ATTORNEY will provide immediate notice by facsimile transmission or telephone regarding significant case developments, which will likely result in media inquiries.*

6. *The ATTORNEY shall provide SFRPC immediate notice of any representation undertaken by ATTORNEY in matters where the client is suing or being sued by the State or State entities in any civil or adversarial administrative action.*

7. *A contingency fee contract must be commercially reasonable. "Commercially reasonable" means the fees shall be no more than the amount permissible pursuant to Rule 4-1.5 of the rules regulating The Florida Bar and case law interpreting that rule. If the amount of the fee is in dispute, the counsel retained by the state shall participate in mandatory binding arbitration. Payment of all attorney's fees is subject to appropriation. Attorney's fees shall be forfeited if, during the pendency of the case, the counsel retained by the state takes a public position that is adverse to the state's litigation or settlement posture.*

8. *Each private attorney who is under contract to provide attorney services for the state or a state agency shall, from the inception of the contractual relationship until at least 4 years after the contract expires or terminates, maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the provision of such attorney services. The private attorney shall make all such records available for inspection and copying upon request in accordance with Chapter 119, Florida Statutes.*

9. *The AGENCY's general counsel must approve and sign the contract as to form and legality. The Contract must be signed by the AGENCY head, who shall also maintain custody of the contract.*

## *EXHIBIT 1 – FEE SCHEDULE*

### *1. HOURLY BILLING SCHEDULE:*

*ATTORNEYS and its paralegal staff to be used under this contract include the following individuals at the hourly rates indicated:*

<i>SAMUEL S. GOREN</i>	<i>\$305.00/HOUR</i>
<i>DONALD J. DOODY</i>	<i>\$305.00/HOUR</i>
<i>KERRY L. EZROL</i>	<i>\$305.00/HOUR</i>
<i>MICHAEL D. CIRULLO</i>	<i>\$305.00/HOUR</i>
<i>JULIE F. KLAHR</i>	<i>\$305.00/HOUR</i>
<i>JACOB G. HOROWITZ</i>	<i>\$305.00/HOUR</i>
<i>BRIAN J. SHERMAN</i>	<i>\$305.00/HOUR</i>
<i>QUENTIN E. MORGAN</i>	<i>\$305.00/HOUR</i>
<i>SEAN M. SWARTZ</i>	<i>\$305.00/HOUR</i>
<i>PAUL B. HERNANDEZ</i>	<i>\$285.00/HOUR</i>
<i>ADAM G. LEVINE</i>	<i>\$285.00/HOUR</i>
<i>SUSANNAH NESMITH</i>	<i>\$285.00/HOUR</i>
<i>CERTIFIED PARALEGALS</i>	<i>\$150.00/HOUR</i>

*The above rates may be adjusted if both parties agree, and shall be documented in writing by amendment to this Agreement.*

**SOUTH FLORIDA REGIONAL PLANNING COUNCIL ("Council")  
GENERAL COUNSEL PERFORMANCE REVIEW  
RATING SHEET**

Rate each item from 1 (low) to 5 (high) based on your opinion of the Council's General Counsel's performance. Mark N/A if you do not have enough information to rate.

**I. LEGAL CONSULTATION**

- \_\_\_\_\_ A. Has legal advice provided by the General Counsel proven to be accurate and technically correct?
- \_\_\_\_\_ B. Does the General Counsel provide his best and honest recommendations given all existing legal issues and ramifications?
- \_\_\_\_\_ C. Does the General Counsel possess and provide an efficient and effective knowledge of the state law, the rules, policies and procedures of the Council?
- \_\_\_\_\_ D. Does the General Counsel possess and provide an efficient and effective knowledge of other government regulations and case law regarding the Council and issues facing the Council?
- \_\_\_\_\_ E. Does advice provided by the General Counsel regularly take into account and balance the overall goals and objectives of the Council?
- \_\_\_\_\_ F. Does the General Counsel regularly provide the scope of legal expertise necessary to meet the Council's needs on issues that arise, either from himself, within his firm or other available resources?
- \_\_\_\_\_ G. Does the General Counsel proactively identify potential issues when he is aware of them to avoid problems from occurring?
- \_\_\_\_\_ H. Are alternatives and innovative solutions provided rather than just raising problems?
- \_\_\_\_\_ I. Is the General Counsel able to maintain the Council and staffs confidence while informing them of the different legal risks that proposed actions might generate?

**II. LEGAL REPRESENTATION**

- \_\_\_\_\_ A. Does the General Counsel aggressively represent the interests of the Council as directed by the Council Members?

- \_\_\_\_\_ B. Is the General Counsel's approach effective in achieving the best possible legal outcomes for the Council's interests given the issues that arise?
- \_\_\_\_\_ C. Does the General Counsel represent the Council in a professional and ethical manner?
- \_\_\_\_\_ D. Is the General Counsel impartial and objective in his duties and responsibilities?
- \_\_\_\_\_ E. Are the General Counsel's estimates of legal impacts reasonably accurate on a regular basis?

### III. STAFF WORK

- \_\_\_\_\_ A. Does the General Counsel prepare contracts and other legal work accurately and consistent with the direction and objectives communicated by the Council Members, Executive Director and/or staff?
- \_\_\_\_\_ B. Does the General Counsel maintain good working relationships and serve as an effective member of the management team?
- \_\_\_\_\_ C. Does the General Counsel accurately identify and address all legal issues within documents and items that he reviews?
- \_\_\_\_\_ D. Are staff and the Council Members advised of key changes in governmental and administrative law as it pertains to the Council's activities?
- \_\_\_\_\_ E. Does the General Counsel display a positive attitude in carrying out his responsibilities and responding to requests?
- \_\_\_\_\_ F. Has the General Counsel been successful in accomplishing objectives previously established?

### IV. COST/FISCAL ACCOUNTABILITY AND CONTROL

- \_\_\_\_\_ A. Are regular legal activities achieved within budgetary goals and limits?
- \_\_\_\_\_ B. Has the General Counsel been effective in minimizing legal costs by limiting tasks to those regarding legal issues and utilizing Council's in-house staff when possible to perform administrative and other functions?
- \_\_\_\_\_ C. Are standard forms developed and used where possible to minimize preparation of legal documentation?
- \_\_\_\_\_ D. Are legal tasks performed with appropriate authorization according to established procedures and contract requirements?

- \_\_\_\_\_ E. Do invoices accurately identify tasks and expenses in sufficient detail to provide accountability and cost control?
- \_\_\_\_\_ F. Does the General Counsel display the ability and knowledge to research issues in a minimum amount of time?
- \_\_\_\_\_ G. Have legal costs been effectively managed and controlled given the issues, assignments and requests made to the General Counsel?

#### V. RESPONSIVENESS/TIMELINESS OF ACTIONS

- \_\_\_\_\_ A. Are requested legal work and assignments completed in a timely manner within established time frames?
- \_\_\_\_\_ B. Is the General Counsel accessible when needed to respond to requests for legal information and assistance?
- \_\_\_\_\_ C. Are legal review and requests for information completed in time to avoid delays to Council projects, programs and other tasks?
- \_\_\_\_\_ D. Does the General Counsel follow-up effectively to requests that are made?
- \_\_\_\_\_ E. Does the General Counsel accurately interpret and clarify Council Members and Executive Director direction?

#### VI. COMMUNICATIONS

- \_\_\_\_\_ A. Does the General Counsel communicate effectively with the Council Members, staff and the community?
- \_\_\_\_\_ B. Are answers provided in a timely and in an understandable manner?
- \_\_\_\_\_ C. Are timelines for follow-up to requests clearly communicated?
- \_\_\_\_\_ D. Does the General Counsel maintain confidentiality with regard to all matters discussed with the Council Members and/or Executive Director and staff?
- \_\_\_\_\_ E. Does the General Counsel effectively report to the Council Members and/or Executive Director communications by project attorneys of a substantive nature regarding significant or sensitive matters?

This image shows a full page of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for writing or drawing. There are no margins, text, or other markings on the paper.

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# MEMORANDUM

AGENDA ITEM #III.F

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DATE: SEPTEMBER 22, 2025

TO: COUNCIL MEMBERS

FROM: STAFF

SUBJECT: EXECUTIVE DIRECTOR ANNUAL REVIEW

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Section 1.9.3 of the agreement between the Council and the Executive Director states that the Governing Body of the Council, or an Executive Committee with the delegated function, shall perform an annual evaluation and review of the Executive Director. This year, the Annual Review will be held at an Executive Committee meeting at 10:00 a.m. September 22, 2025, prior to the Council Meeting. The Evaluation Form and Second Amended and Restated Employment Agreement approved last year are provided herewith for your review and information only and subject to amendment with respect to any Cost of Living and/or Salary Increase for FY 25-26 as the Council deems appropriate, given the current financial challenges facing the counties.

This Employment Agreement terminates on the 30<sup>th</sup> of September, 2027 (FRS DROP Date), subject to annual review and approval by the Executive Committee and Council at its September 22<sup>nd</sup> Board Meeting. All Council Members are welcome to attend the Executive Committee meeting.

## Recommendation

- Assess the Executive Director's Performance
- Recommend renewal of the Executive Director's contract for 2025-2026



**SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN THE  
SOUTH FLORIDA REGIONAL PLANNING COUNCIL  
AND  
ISABEL COSIO CARBALLO  
PROVIDING FOR EMPLOYMENT  
AS EXECUTIVE DIRECTOR**

THIS IS AN AGREEMENT, made and entered into this 30th day of September, 2024 with an effective date of October 1, 2024, ("Effective Date") by and between the SOUTH FLORIDA REGIONAL PLANNING COUNCIL, a body corporate and politic and an agency of the State of Florida, hereinafter referred to as "SFRPC" and ISABEL COSIO CARBALLO, hereinafter referred to a "EXECUTIVE DIRECTOR".

**WITNESSETH:**

WHEREAS, the SFRPC was created by an interlocal agreement pursuant to Section 163.01, Florida Statutes, as amended, known as the "Florida Interlocal Cooperation Act of 1969" and supported by all applicable Florida Statutes, including but not limited to Section 186.501, Florida Statutes, as amended, and known as the "Florida Regional Planning Council Act", and

WHEREAS, Section 186.505, Florida Statutes, provides that the SFRPC may employ and compensate such personnel, consultants and technical and professional assistants as it deems necessary to exercise the powers and perform the duties set forth in accordance with Chapter 186, Florida Statutes; and

WHEREAS, the SFRPC has indicated its interest in entering into this Agreement for the purposes of establishing the basis, framework and context for the relationship which shall exist between the SFRPC and ISABEL COSIO CARBALLO as EXECUTIVE DIRECTOR; and

WHEREAS, this Agreement is the culmination of discussions, negotiations and agreements as to the employment by the SFRPC of ISABEL COSIO CARBALLO in conformity with the Florida Regional Planning Council Act; and

WHEREAS, the governing body of the SFRPC has, by majority vote, delegated the power and authority of recommending to the Council the hiring, firing and evaluating the Executive Director to the Executive Committee of the SFRPC, and therefore, the terms "SFRPC" shall be defined and interpreted to mean the Executive Committee in this Agreement unless later modified by form action of the SFRPC subsequent hereto;

WHEREAS, upon the Effective Date, this Agreement shall supersede the prior Agreement between the South Florida Regional Planning Council and Isabel Cosio Carballo dated September 27, 2021 providing for Employment as Executive Director ("Prior Employment Agreement"), and the Prior Employment Agreement shall be of no force and effect.

WHEREAS, in keeping with the Council's traditional practice, unless specifically addressed in this Agreement, the Council's Personnel Policy and Procedures are understood to generally apply to the Executive Director; and

NOW THEREFORE, in consideration of the promises, the mutual covenants, conditions, provisions and undertakings herein contained, and for other good and valuable considerations, the parties do mutually covenant and agree with each other as follows:

## **ARTICLE I**

### **TERMS AND CONDITIONS - THE SFRPC**

1.0 The SFRPC agrees as follows:

1.1 To employ ISABEL COSIO CARBALLO as the EXECUTIVE DIRECTOR of the SFRPC for the term hereinafter referred to, consistent with the terms, conditions and covenants of the Florida Regional Planning Council Act and other applicable, professional and ethical requirements imposed upon the EXECUTIVE DIRECTOR by existing SFRPC Rules or existing agreements as they may be amended from time to time.

1.2 To pay and to compensate the EXECUTIVE DIRECTOR the sum of ONE HUNDRED SIXTY THOUSAND DOLLARS AND 00/100 (\$160,000) per annum as modified in accordance with Section 1.9.1, hereinafter for the remainder of the term of this Employment Agreement, payable in

accordance with the regularly scheduled method of compensation for other SFRPC employees, in addition to such other fringe benefits, including but not limited to, health and medical insurance, retirement payments and other accoutrements of employment as more specifically set forth herein.

1.3 To provide EXECUTIVE DIRECTOR with an automobile allowance in the amount of SEVEN HUNDRED FIFTY DOLLARS AND 00/100 (\$750) per month as and for the reimbursement for the reimbursable mileage and automobile expenses of the EXECUTIVE DIRECTOR for performing services in and on behalf of the SFRPC within the South Florida region. For travel outside the region, the EXECUTIVE DIRECTOR will be compensated at the rate of regular staff.

1.4 To provide the EXECUTIVE DIRECTOR with the equivalent of the full and complete health, medical and related insurance which are otherwise provided to regularly employed SFRPC employees, for her and her dependents. In the event the EXECUTIVE DIRECTOR does not require health insurance coverage because coverage is provided through a plan provided by the EXECUTIVE DIRECTOR'S spouse, the Council agrees to pay as additional compensation the financial equivalent of the cost the Council would have had to pay for full and complete health care coverage for her and her dependents.

1.5 To provide the EXECUTIVE DIRECTOR with sick leave and personal leave accrual as applicable to other SFRPC employees and based upon policies existing from time to time and adopted by the governing body of the SFRPC.

1.6 To provide EXECUTIVE DIRECTOR with an SFRPC-issued cellular telephone, which shall be used solely for SFRPC business.

1.7 Effective October 1, 2023, and each subsequent fiscal year start date thereafter, the Executive Director's annual leave account will be credited with two hundred forty (240) hours, exclusive of paid holidays. No annual leave hours may be carried over from September 30<sup>th</sup>. However, the SFRPC shall reimburse the EXECUTIVE DIRECTOR up to fifty (50%) percent of the unused portion of the annual leave account per year. No additional payments will be made for any unused vacation, however, in the event of termination, the EXECUTIVE DIRECTOR will be

entitled to the same vacation accrual policy that is in place for all regular employees of the SFRPC at the time of said termination. This provision shall not act to prohibit the EXECUTIVE DIRECTOR from receiving any reimbursement or conversion for sick leave, as may otherwise be authorized under the SFRPC's Personnel Policy and Procedures.

1.8 The SFRPC will contribute an amount comparable to the employee contribution in the State of Florida, Department of Administration, Florida Retirement System ("FRS") for the EXECUTIVE DIRECTOR, subject to FRS guidelines.

1.9 To provide increases in compensation to the EXECUTIVE DIRECTOR on the following basis:

1.9.1 Merit Increases: In addition to the EXECUTIVE DIRECTOR's Base Salary as defined in Section 1.2, it is understood that pursuant to SFRPC action at its September 30, 2024 Council Meeting, the EXECUTIVE DIRECTOR received a 3% merit increase. At the option of the Executive Committee of the SFRPC, the Council may provide a merit increase to the EXECUTIVE DIRECTOR on an annual basis coinciding with the annual adoption of the budget from the date of employment hereof, subject to a vote of the Governing Body of the SFRPC of not less than a majority of the members present at a regular meeting or a special meeting called for that purpose.

1.9.2 Cost of Living Increases: In addition to the EXECUTIVE DIRECTOR's Base Salary as defined in Section 1.2, it is understood that pursuant to SFRPC action at its September 30, 2024 Council Meeting, the EXECUTIVE DIRECTOR received a 3% percent cost of living increase. At the option of the Executive Committee of the SFRPC of the SFRPC, the Council may annually adjust the existing salary based upon cost of living increases if otherwise provided to State of Florida employees, subject to a vote of the Governing Body of the SFRPC of not less than a majority of

less than a majority of the members present at a regular meeting or a special meeting called for that purpose.

1.9.3 To annually review and evaluate the EXECUTIVE DIRECTOR based upon performance standards, attached hereto as Exhibit "A" and incorporated herein, and as may be amended from time to time by the Governing Body of the SFRPC or the Executive Committee of the SFRPC with the delegated function of performing such evaluation and review, subject to a vote of the Governing Body of the SFRPC of not less than a majority of the members present at a regular meeting or a special meeting called for that purpose.

1.10 Subject to the approval of the Executive Committee, to pay for and on behalf of the EXECUTIVE DIRECTOR professional dues, seminars, fees and charges incurred by the EXECUTIVE DIRECTOR as a professional and a member of such organizations which have a specific relationship with the SFRPC and the job duties and functions set forth herein.

1.11 To honor and to conform in all ways possible with the terms, conditions and provisions of the Florida Regional Planning Council Act, and other applicable rules and regulations affecting State of Florida employees as the same may not apply or as may be applicable in the future, as amended, as well as the ethical considerations imposed upon the EXECUTIVE DIRECTOR.

1.12 That in the event the SFRPC chooses to remove ISABEL COSIO CARBALLO as the EXECUTIVE DIRECTOR, it shall follow the provisions set forth hereinafter under the heading "Termination".

## **ARTICLE II**

### **TERMS AND CONDITIONS - THE EXECUTIVE DIRECTOR**

2.0 ISABEL COSIO CARBALLO agrees as follows:

2.1 To become the EXECUTIVE DIRECTOR of the SFRPC in accordance with the terms, conditions and provisions contained in the Florida Regional Planning Council Act as set forth in Chapter 186, Florida Statutes.

2.2 To fulfill the obligations and responsibilities provided for in the Florida Regional Planning Council Act and to perform all functions as the Chief Administrative Official of the SFRPC in a professional and respectable fashion and with the full decorum required and demanded of such officials generally in the South Florida Region, and elsewhere in the State of Florida as well as those impositions and requirements, both ethical and practical, as may be applicable to professional planners in the State of Florida.

2.3 To hire and to designate such other qualified professional staff, as may be necessary and proper in connection with the discharge of her functions as the EXECUTIVE DIRECTOR of the SFRPC.

2.4 That the position of EXECUTIVE DIRECTOR is not and cannot be an hourly type employment. It is a "Job-Basis" form of employment. Hence, the EXECUTIVE DIRECTOR shall do any and all things necessary and required to be available to the SFRPC, its agents, servants and employees during the course of this Agreement consistent with good and respectable management, requirements and as otherwise dictated and provided by the Florida Regional Planning Council Act and the Code of Professional Responsibility for certified planners, as well as such other rules, regulations and ethical considerations imposed upon State of Florida employees.

2.5 To act as an exempt, non-civil service employee of the SFRPC and to be an employee at will.

2.6 That EXECUTIVE DIRECTOR shall not engage in any other concurrent employment during the term of this Agreement or use the executive director position to solicit any independent clients for any private entity.

### **ARTICLE III**

#### **TERM**

3.0 This Agreement shall commence upon full execution of both parties (the "Commencement Date") and shall terminate on the 30th of September 2027 ("FRS DROP Date"). However, the



parties hereto further agree that this Agreement may be renewed upon mutual written consent of the parties, subject to confirmation by the full SFRPC Board, as Florida Statute may permit at its natural termination.

3.1 In the event the EXECUTIVE DIRECTOR elects to voluntarily terminate this Employment Agreement, she shall provide the SFRPC with not less than thirty (30) days written notice to the Chairman of the Governing Body of the SFRPC indicating her intention to discontinue employment as the EXECUTIVE DIRECTOR, consistent with the Florida Regional Planning Council Act.

3.2 In the event the EXECUTIVE DIRECTOR voluntarily resigns her position with the SFRPC, she shall be compensated for all earnings and compensation to the date of voluntary termination, in addition to any and all other health, medical and related insurance and governmental benefits otherwise provided as stated in the SFRPC personnel policies at the execution hereof or as may, from time to time, be later amended.

3.3 In the event the SFRPC elects to terminate this Employment Agreement prior to the expiration hereof, the SFRPC shall comply with the terms, conditions and provisions contained herein for termination which sets forth the specific procedures and benefits payable to the EXECUTIVE DIRECTOR.

3.4 Notwithstanding the foregoing, in the event the SFRPC terminates the employment of the EXECUTIVE DIRECTOR as provided for hereinafter, the SFRPC shall continue to pay to the EXECUTIVE DIRECTOR all compensation earned to the date of termination as well as all severance payments required under Section 4.4.1, however, any such payments shall be in accordance with Section 215.425, F.S., as may be amended.

#### **ARTICLE IV**

#### **TERMINATION**

4.0 The parties hereto mutually covenant and agree as follows:

4.1 That the employment of the EXECUTIVE DIRECTOR shall be at the will of the Governing Body of the SFRPC, and that no civil service status, tenure or related



accoutrement shall be applicable to this type and kind of employment set forth in this Agreement.

4.2 By virtue of this acknowledgement, the parties have voluntarily and knowingly entered into and executed this Agreement on the basis of complying solely with the terms, conditions and provisions of this Employment Agreement.

4.3 This agreement may be terminated by either party for convenience. If EXECUTIVE DIRECTOR seeks to terminate this Agreement for convenience, she shall provide SFRPC with thirty (30) days prior written notice of her intention to terminate. If SFRPC seeks to terminate this Agreement for convenience, it shall provide EXECUTIVE DIRECTOR with thirty (30) days prior written notice of its intention to terminate, subject to Section 4.4. The notice provision herein shall not apply to termination for cause as outlined in subsection 4.5 herein.

4.4 If it be the will and pleasure of the Governing Body of the SFRPC to terminate the employment of the EXECUTIVE DIRECTOR, the SFRPC shall, by not less than a majority vote, adopt a motion or resolution terminating the services of the EXECUTIVE DIRECTOR based upon this Agreement. Upon approval of such motion or resolution, Executive Director shall be entitled to severance pay as follows:

4.4.1 As otherwise in accordance with Section 215.425, F.S., the SFRPC shall provide the EXECUTIVE DIRECTOR with a lump sum severance payment in the pro rata amount equivalent to three (3) months of EXECUTIVE DIRECTOR's annual compensation as set forth in Article 1 of this Agreement. This payment shall include the three (3) month equivalent of EXECUTIVE DIRECTOR's annual salary, annual car allowance, annual health insurance and annual retirement contributions for the period covered by the severance pay. This provision shall not apply to any termination in accordance with Section 443.036(29), F.S.

4.5 The EXECUTIVE DIRECTOR may be terminated immediately for cause or because of her conviction of any criminal act. In the event the EXECUTIVE DIRECTOR is terminated pursuant to this sub-section, SFRPC shall have no obligation to pay the aggregate severance benefit designated in this section. For purposes of this Agreement, "cause" shall include, but shall not be limited to, malfeasance, misfeasance, gross negligence, and gross mismanagement of the SFRPC's funds or operations, as may be determined by a majority of the SFRPC Board.

4.6 The Parties agree that a material negative change in the SFRPC budget, as determined by the SFRPC's governing board, shall not constitute a constructive termination pursuant to this Section. In the event of such a change which results in a reduction of compensation for all SFRPC employees, EXECUTIVE DIRECTOR agrees to have her compensation, as set forth in Section 1.2 of this Agreement, reduced proportionally in accordance with all other SFRPC employees.

## **ARTICLE V**

### **MISCELLANEOUS**

5.0 It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreement or understandings applicable to the matters contained herein and that 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, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

5.1 It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

5.2 This document shall be executed in at least three (3) counterparts each of which shall be deemed to be a duplicate original.

5.3 This Agreement is executed and is to be performed in the State of Florida and shall be governed by and construed in accordance with the laws of the State of Florida.


5.4 In connection with any litigation arising out of this Agreement, including any administration, trial level, or appellate proceedings, the prevailing party shall be entitled to recover all costs incurred, including a reasonable attorneys' fee.

5.5 If any clause, section or other part or application of this Agreement shall be held by any Court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have made and executed this Employment Agreement on the respective dates under each signature: THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL, through its Governing Body, signing by and through its Chairman and Secretary, authorized to execute same by SFRPC action on 30 day of Sept., 2024 and ISABEL COSIO CARBALLO.

ATTEST:

  
\_\_\_\_\_  
Denise Appleby Horland, Secretary

DENISE APPLEBY HORLAND, Secretary


**SFRPC:**

SOUTH FLORIDA REGIONAL PLANNING COUNCIL

BY:

  
STEVE GELLER, Chair

Approved as to legal form by General Counsel  
for the SOUTH FLORIDA REGIONAL  
PLANNING COUNCIL

 9/30/24  
SAMUEL S. GOREN, ESQUIRE  
GOREN, CHEROF, DOODY & EZROL, P.A.  
3099 E. Commercial Boulevard, Suite 200  
Fort Lauderdale, FL 33308

ATTEST:

  
\_\_\_\_\_  
Isabel Cosio Carballo

**EXECUTIVE DIRECTOR:**

BY:

  
ISABEL COSIO CARBALLO

STATE OF FLORIDA

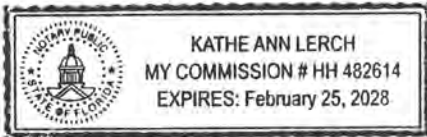
COUNTY OF BROWARD

BEFORE ME, ☒ personally appeared or \_\_\_\_ via online notarization, STEVE GELLER, Chair of the South Florida Regional Planning Council, to me well known to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he executed said Agreement for the purposes therein expressed on behalf of the SFRPC.

WITNESS my hand and official seal, this \_\_\_\_ day of September 30, 2024.

BY: Kathe Ann Lerch  
Notary Public

My Commission Expires:



STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, ☒ personally appeared or \_\_\_\_ via online notarization, ISABEL COSIO CARBALLO, to me well known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that she executed said Agreement for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_ day of September 30, 2024.

BY: Kathe Ann Lerch  
Notary Public

My Commission Expires:



EXHIBIT "A"

**PERFORMANCE STANDARDS - EXECUTIVE DIRECTOR**

General Responsibilities: Direct the activities of the South Florida Regional Planning Council staff. Establish the Council work program and complete the work program in a timely manner. Manage the operation of the agency.

Objectives of the position:

1. Anticipate emerging issues within the region and articulate an agency mission statement which reflects these emerging issues.
2. Set long and short-term agency objectives that are responsive to the agency mission.
3. Assure that the organization is staffed and structured for effective mission accomplishment.
4. Maintain effective communication with all Council Members and member unit local governments.
5. Implement an objective performance agreement system by which Regional Planning Council staff will be assessed.
6. Ensure the statutory responsibilities of the agency are carried out in a timely and complete manner.
7. Develop and maintain good organizational relationships with other relevant organizations.
8. Assist all Council officers in performing their duties.
9. Prepare an adequate annual budget and operate the agency within that budget.

An agency work program will be prepared. At the end of the appraisal period, the record of progress will provide a measure of whether the Director met, failed to meet or exceeded expectations.

**South Florida Regional Planning Council**  
**Executive Director Annual Performance Review**

**Executive Director:** Isabel Cosio Carballo, MPA

**Evaluation Period:** October 1, 2024 – August 27, 2025

**Evaluation Date:** September 22, 2025

**Ratings on Job Performance**

- 5 = Exceeds Job Requirements
- 4 = Above Average Performance
- 3 = Satisfactory Performance
- 2 = Needs to Take Action to Improve
- 1 = Performance Does not Meet Job Requirements

	Executive Director	5	4	3	2	1
1.	Represents the Council in a positive, professional manner					
2.	Accurately represents the goals and policies of the Council					
3.	Maintains a positive image and relationships with local, state, and federal agencies					
4.	Promotes the Council and its services					
5.	Makes clear and concise recommendations to the Council					
6.	Deals honestly and fairly with all parties					
7.	Exercises sound judgment in business transactions					
8.	Is respected by peers and leaders in the region					
9.	Is knowledgeable about regional issues					
10.	Provides good overall leadership for the Council					

Additional Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

Date





# MEMORANDUM

AGENDA ITEM #III.G

---

DATE: SEPTEMBER 22, 2025

TO: COUNCIL MEMBERS

FROM: STAFF

SUBJECT: FY 2025-26 PROPOSED OPERATING BUDGET

---

Please find herewith the proposed Operating Budget for Fiscal Year 2025-26 for your review and approval. The Council's revenue budget for Fiscal Year 2025-26 amounts to \$3,989.169, up from \$3,461,598 in the previous year. The reduction of \$527,571 is mainly explained by the expanded state-funded projects, the FDEP Regional Resilience Award, and growth in Trust Funds.

The Council's expense budget for Fiscal Year 2025-26 amounts to \$3,989,169 as compared to \$3,461,598 in the previous year. Again, the increase of \$527,571 is primarily associated with expenses directly related to these expanded program activities.


## Recommendation


Approve the Fiscal Year 2025-26 Operating Budget.



South Florida Regional Planning Council  
1 Oakwood Boulevard, Suite 250, Hollywood, Florida 33020  
954.924-3653 Phone, 954.924-3654 FAX  
[www.sfrationalcouncil.org](http://www.sfrationalcouncil.org)



 <div>South Florida Regional Planning Council Proudly serving South Florida since 1974</div>		South Florida Regional Planning Council Budget for FY2526		2025	2026
REVENUES				FY 2024-25 AMENDED BUDGET	FY 2025-26 PROPOSED BUDGET
GENERAL FUND				\$1,296,527	\$ 1,430,630.00
Membership Dues				\$ 1,226,527	1,360,630
Interest & Other Income				70,000	70,000
Local Funded Projects				425,918	395,258
	Miami Dade TPO		50,000	50,000	
	SFRTA - Land Use Transportation		100,000	100,000	
	FDOT District 6 Prof Services		88,158	88,158	
	Southeast Florida Community Development Fund, Inc.		67,910	92,000	
	Economic Forecasting Partnership		63,400	63,400	
	Southeast Florida Regional Prosperity Institute		1,700	1,700	
	Dania Beach Vulnerability Assessment		54,750	-	
	TOTAL GENERAL & LOCAL FUNDS		1,722,445	1,825,888	
SPECIAL REVENUE FUNDS					
Federal Funded Projects				916,806	667,617
	EDA/EDD CEDS		70,000	70,000	
	DHS/UASI Analysts		242,000	242,000	
	DHS/UASI CSA		272,617	272,617	
	FDEM/HMEP - Planning, Oct-Sept		50,530	20,750	
	FDEM/HMEP - Training, Oct-Sept		119,992	62,250	
	DOD/Resiliency Planning		50,000	-	
	DOE- Clean Cities		111,667	-	
State Funded Projects				230,463	387,650
	FDEM/LEPC		90,000	90,000	
	FDEP Regional Resilience		139,566	296,750	
	FDEM/Monroe Has		897	900	
Trust Funds				591,884	1,108,014
	EDA-Consolidated RLF		160,664	165,564	
	EDA-RLF CARES Act		229,701	232,536	
	BROWNFIELDS RLF		63,374	61,200	
	EPA BROWNFIELDS HOMESTEAD		68,209	-	
	EPA BROWNFIELDS RLF II		69,936	48,714	
	EPA Brownfields MIA			600,000	
	TOTAL SPECIAL REVENUE FUNDS		1,739,153	2,163,281	
TOTAL Revenues				\$ 3,461,598	\$ 3,989,169

 <b>South Florida Regional Planning Council</b> South Florida Regional Planning Council Proudly serving South Florida since 1974		<b>South Florida Regional Planning Council</b> <b>Budget for</b> <b>FY2526</b>		<b>2025</b>	<b>2026</b>
<b>EXPENDITURES</b>				<b>FY 2024-25 AMENDED BUDGET</b>	<b>FY 2025-26 PROPOSED BUDGET</b>
<b>Capital Expenditures:</b>					
	Equipment		\$	15,000	\$ 15,000
	Leasehold Improvement- Soft costs			-	10,000
	Leasehold Improvement- Hard costs (net of landlord credit)			-	-
	<b>Subtotal</b>			<b>15,000</b>	<b>25,000</b>
<b>Core Operating Expenses (Allocated):</b>					
	Salary			1,173,270	1,161,116
	Leave			280,750	292,130
	Fringe Benefits			511,218	580,026
	Janitorial Services			9,000	10,000
	Legal Services			66,050	65,000
	Financial Services			62,500	50,000
	Professional Consultants			15,000	17,000
	Travel			10,000	12,000
	Miscellaneous Expenses			1,000	1,000
	Printing, Advertising, Notices			48,597	45,000
	Supplies			21,520	30,000
	Professional Development			16,000	16,000
	Occupancy			118,450	122,004
	Utilities Electric/Sanitation			6,200	7,000
	Repairs & Maintenance			6,200	7,000
	Council Reserve Fund			154,100	22,194
	Storage			7,500	7,500
	Office Automation			68,000	70,000
	Communication, Postage			10,414	10,414
	Insurance			54,900	55,000
	<b>Subtotal</b>			<b>2,640,669</b>	<b>2,580,383</b>
<b>Pass-through Expenses</b>					
	Legal Services			80,268	36,490
	Financial Services			3,038	2,751
	Professional Consultants			237,958	824,101
	PBSO Analyst Salary & Fringe			467,834	467,834
	Travel			7,254	36,389
	Miscellaneous Expenses			-	-
	Printing, Advertising, Notices			2,460	888
	Supplies			624	479
	Professional Development			652	600
	Office Automation			3,469	3,507
	Communication, Postage			1,072	1,147
	Insurance			1,300	9,600
	Reimbursement from Borrower			-	-
	<b>Subtotal</b>			<b>805,929</b>	<b>1,383,786</b>
	<b>TOTAL EXPENDITURES</b>			<b>3,461,598</b>	<b>3,989,169</b>
<b>Bad Debt</b>				<b>25,000</b>	
<b>Increase in Fund Balance Reserve</b>			\$	-	\$ 0



## MEMORANDUM

AGENDA ITEM #III.H

---

DATE: SEPTEMBER 22, 2025

TO: COUNCIL MEMBERS

FROM: STAFF

SUBJECT: SFRPC RESOLUTION #25-03 FUNDING FOR SFRTA

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Miami-Dade, Broward, and Palm Beach counties currently provide operation and maintenance funding in the combined amount of \$11.7 million for Tri-Trail. On June 30, 2025, Governor Desantis signed into law HB 7031, approving a \$1.3 billion tax package that includes significant changes impacting state and local funding for transit that revises the distribution from documentary stamp tax revenues to eliminate the Florida Rail Enterprise programs. This funding reduction will have a significant financial impact on the SFRTA's operations and threaten the long-term stability and continuity of the SFRTA.

SFRPC Resolution # 25-03 urges the Florida Legislature to take appropriate action to restore funding eliminated in the 2025 Legislative Session to ensure the continuity of Tri- Rail operations and echoes similar resolutions adopted on September 3, 2025 by Miami-Dade County, and on September 16, 2025 by Broward and Palm Beach counties.

Recommendation: Adopt SFRPC Resolution # 25-03



South Florida Regional Planning Council  
1 Oakwood Boulevard, Suite 250, Hollywood, Florida 33020  
954-924-3653 Phone, 954-924-3654 FAX  
[www.sfrationalcouncil.org](http://www.sfrationalcouncil.org)



## **RESOLUTION #25-03**

**A RESOLUTION OF THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL REPRESENTING THE LOCAL GOVERNMENTS OF MONROE, MIAMI-DADE, AND BROWARD COUNTIES, FLORIDA; URGING THE FLORIDA LEGISLATURE TO APPROPRIATE FUNDING FOR THE FLORIDA RAIL ENTERPRISE PROGRAM TO FUND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY'S TRI-RAIL OPERATIONS TO MAINTAIN TRI-RAIL'S LEVEL OF SERVICE; URGING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO INCLUDE SUCH FUNDING, AS MAY BE NECESSARY, IN THE APPROPRIATE CURRENT AND FUTURE FDOT FIVE-YEAR WORK PROGRAMS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the South Florida Regional Planning Council's three-county region is comprised of Monroe, Miami-Dade, and Broward counties, 70 municipalities contained therein, with an estimated 4.9 million residents; and

**WHEREAS**, the Council is a multi-purpose regional governmental entity with policy responsibilities which include the areas of affordable housing, economic development, emergency preparedness, military installation readiness, data research and analysis, intergovernmental coordination and collaboration, and regional transportation; and

**WHEREAS**, a safe, efficient, and connected public transportation system is a cornerstone of a successful metropolitan region, supporting economic growth and job creation, enhanced mobility, the creation of affordable and workforce housing, and increased opportunities and quality of life for residents; and

**WHEREAS**, the Miami-Fort Lauderdale-West Palm Beach MSA with an estimated population of 6.2 million in 2023 has made progress toward becoming a competitive global metropolitan area, with planned investments in regional mobility playing a key role in achieving that progress; and

**WHEREAS**, the Southeast Florida region continues to grow in population, increasing the need for improved passenger rail transit options; and

**WHEREAS**, on June 30, 2025, Governor DeSantis signed HB 7031 into law (Chapter 2025-208), approving a \$1.3 billion tax package that includes significant changes impacting state and local funding for transit; and

**WHEREAS**, HB 7031 includes a provision that revises the distribution from documentary stamp tax revenues to eliminate the Florida Rail Enterprise Program; and

**WHEREAS**, the elimination of the funding distribution for the Florida Rail Enterprise Program has a significant negative financial impact on the operation of the South Florida Regional Transportation Authority (“SFRTA”) commuter rail service known as Tri-Rail; and

**WHEREAS**, Tri-Rail operates along 72 miles of the South Florida Rail Corridor (“SFRC”) and eight miles of the Florida East Coast Railway (“FECR”) in Miami-Dade, Broward, and Palm Beach counties; and

**WHEREAS**, the SFRTA plays a critical role in serving the public by providing a safe, affordable, and accessible regional transportation option that thousands of residents, workers, and visitors rely on each day to commute across Miami-Dade, Broward, and Palm Beach counties; and

**WHEREAS**, the SFRTA has reported that Tri-Rail achieved an all-time ridership record in Fiscal Year 2024-2025, carrying over 4.5 million passengers, demonstrating strong demand and the critical role of commuter rail in South Florida’s transportation network; and

**WHEREAS**, despite record ridership, the SFRTA faces significant financial challenges resulting from recent reductions in state operational funding, which threatens the long-term stability and continuity of its Tri-Rail service; and

**WHEREAS**, these changes create funding uncertainties for the SFRTA and may affect its ability to engage in long-term planning and make contractual commitments necessary to support reliable commuter rail service; and

**WHEREAS**, the Miami-Fort Lauderdale-West Palm Beach MSA has the Nation’s # 6 highest rate of traffic congestion with congested driving time in South Florida representing 1.8 times the National Average increasing travel time and expense, stress, time away from families and communities, and increased likelihood of traffic accidents for motorists; and

**WHEREAS**, traffic congestion and extended commute times are compounded by a critical shortage of attainable, affordable and workforce housing near employment centers; and

**WHEREAS**, the recent study “The Business Case for Affordable and Workforce Housing” undertaken by the South Florida Regional Planning Council in its role as the Economic Development District for South Florida, as designated by the U.S. Department of Commerce Economic Development Administration in 1996, found in an economic impact analysis of increased labor access in the Miami-Fort Lauderdale-West Palm Beach MSA that every 1% increase in jobs within a commutable distance of Southeast Florida employment

opportunities represents an average of \$1.7 billion dollars added annually in personal income over the period of 2025 to 2029; and

**WHEREAS**, since 2019 the 20 – 34 year-old resident population has declined 5.3%; a decrease of approximately 62,500 residents, and the 45 – 59 year-old resident population has declined by 3.5%; a decrease of approximately 45,700 residents, representing a loss of critical workforce in the Miami-Fort Lauderdale-West Palm Beach MSA; and

**WHEREAS**, the potential inability of SFRTA to engage in long-term planning and make contractual commitments threatens the availability and reliability of a vital regional transportation system, and may force thousands of commuters to shift to personal vehicles which could significantly increase traffic congestion on Interstate 95 (I-95) and the Florida Turnpike exacerbating commute delays; and

**WHEREAS**, the reduction in state funding may also create challenges in identifying a sustainable long-term funding solution that meets the financial and operational needs of the SFRTA's regional rail network; and

**WHEREAS**, changes to state funding structures may also have secondary impacts on related transit initiatives where coordination is required around shared assets such as rolling stock, infrastructure, and service planning; and

**WHEREAS**, without sustained and predictable investment it will become more difficult for the SFRTA to maintain current service levels, pursue future improvements, and/or meet certain federal program requirements, which may negatively impact the broader stability of the regional transit system; and

**WHEREAS**, the SFRTA has utilized reserves and implemented operational efficiencies, including lowering administrative costs below state averages, but these measures are insufficient to close an existing budget deficit of at least \$30 million emphasizing the need for dedicated, sustainable funding sources; and

**WHEREAS**, the state's recent actions recede from the commitments made in prior years to invest in regional mobility solutions; and

**WHEREAS**, the SFRTA has engaged in long-term efforts and multiple studies with state and local partners for nearly two decades to secure a stable funding mechanism, underscoring the urgency of legislative and fiscal action to preserve and grow this vital regional transit service; and

**WHEREAS**, even if Tri-Rail service were discontinued, the State of Florida remains financially responsible for infrastructure costs to keep the rail line open for use by Amtrak and CSX, with costs estimated to be in excess of \$40 million per year.

**NOW, THEREFORE, BE IT RESOLVED BY THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL THAT:**

**Section 1.** The South Florida Regional Planning Council urges the Florida Legislature to appropriate funding for the Florida Rail Enterprise Program to fund the South Florida Regional Transportation Authority's Tri-Rail operations to maintain Tri-Rail's level of service, and further urges the Florida Department of Transportation (FDOT) to include such funding, as may be necessary, in the appropriate current and future FDOT Five-Year Work Programs.

**Section 2.** The South Florida Regional Planning Council directs the Executive Director to transmit a copy of this resolution to the Governor, the Senate President, the House Speaker, the Chair and members of the Miami-Dade, Broward, and Monroe counties State Legislative Delegations, the Secretary of the Florida Department of Transportation, the District Four and Six Secretaries of the Florida Department of Transportation, and the Executive Directors of the Miami-Dade Transportation Planning Organization and Broward Metropolitan Planning Organization.

**Section 3.** This resolution shall take effect immediately upon adoption hereof.

**DULY ADOPTED** by the South Florida Regional Planning Council this 22nd day of September 2025.

---

Michelle Lincoln  
Chair

---

Isabel Cosio Carballo, MPA  
Executive Director

## **SOUTH FLORIDA REGIONAL PLANNING COUNCIL COUNCILMEMBERS, EX OFFICIOS**

**SEPTEMBER 2025**

Michelle Lincoln, *(Chair), Mayor Pro Tem, Monroe County*

Senator René García, *(First Vice Chair), Commissioner, Miami-Dade County*

Cary Goldberg, *(Second Vice Chair), Governor's Appointee Broward County*

Denise Horland, *(Treasurer), Councilmember, City of Plantation*

Frank H. Caplan, *(Secretary), Councilmember, Village of Key Biscayne*

Senator Steve Geller, *(Immediate Past Chair), Commissioner, Broward County*

Craig Cates, *Commissioner, Monroe County*

Joseph Corradino, *Mayor, Village of Pinecrest*

Quentin "Beam" Furr, *Mayor, Broward County*

Oliver G. Gilbert, III, *Commissioner, Miami-Dade County*

Samuel Kaufman, *Commissioner, City Key West*

Kionne McGhee, *Vice Chair and Commissioner, Miami-Dade County*

Maria Rodriguez, *Commissioner, City of Pembroke Pines*

Michael Udine, *Commissioner, Broward County*

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Isabel Cosio Carballo, *MPA, Executive Director*

Samuel Goren, *Esq., Legal Counsel*

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### **Ex Officio Members**

Sirena Davila, *Florida Department of Environmental Protection*

Dat Huynh, *Florida Department of Transportation, District Six*

Armando L. Vilaboy, *South Florida Water Management District*





## MEMORANDUM

AGENDA ITEM # IV.A

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DATE: SEPTEMBER 22, 2025

TO: COUNCIL MEMBERS

FROM: STAFF

SUBJECT: SFRPC REVOLVING LOAN FUNDS STATUS REPORT

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The South Florida Regional Planning Council Revolving Loan Program has historically served the needs of businesses that are not entirely served by conventional lenders, with an emphasis on applicants who have been denied credit by a conventional lender. As such, the Council's RLF loans are considered riskier than conventional loans. The Loan Administration Board may charge a higher interest rate to a particular borrower depending on the risk factors of that loan. In addition, most loan payments are due on the first day of each month until maturity.

Attached for your review is the Revolving Loan Fund Status Report. In reviewing the attached status report, please note that the borrowers' loan agreements provide a fifteen (15) day grace period in which they can make their payments without a five percent late charge penalty. This status report is generated fifteen (15) days prior to the end of the month. Council staff routinely makes phone calls and sends past due notices to past due accounts after ten (10) and fifteen (15) days.

The Council policy on loan amounts and the structure of the loans for each loan program is:

*"Loan amounts may range from \$25,000 to \$500,000. Borrowers seeking more than one loan may not exceed \$500,000 in aggregate. Loans may be used for funding up to 100 percent of a project, provided that bank or conventional financing is unavailable, and that equity is nonexistent or is otherwise needed for cash flow. In cases where limited financing from a private/traditional source is available, loans can be used as supplemental or "second mortgage" funds. Second positions on collateral may be acceptable so long as the prior lien holder is a lending institution."*

Please find attached Legal Counsel's South Florida Regional Planning Council ("SFRPC") / Revolving Loan Fund report on legal action that has been taken to collect on delinquent accounts.



South Florida Regional Planning Council  
1 Oakwood Boulevard, Suite 250, Hollywood, Florida 33020  
954.924.3653 Phone, 954.924-3654 FAX  
[www.sfregionalcouncil.org](http://www.sfregionalcouncil.org)

**Payment Status Report**

**Traditional RLF Payment Status Report**

Loan	Company /Borrower	Amount	Disbursed	Pmts	Rate	Last Activity	Last Balance	Paid Thru	Days Late	Last Activity	Next Pay Due	Loan Date	Maturity Date	Board Action
1022	██████████	300,000.00	300,000.00	240	7.0	2,709.36	259,251.58	08/01/25	0	08/01/25	09/01/25	01/08/04	09/01/39	Performing
1023	██████████	301,586.50	301,586.50	120	0.0	350.00	161,715.88	08/01/25	0	08/01/25	09/01/25	07/19/06	03/01/29	Performing
1039	██████████	125,000.00	125,000.00	84	5.0	200.00	119,582.53	03/01/25	152	03/11/25	04/01/25	11/24/08	12/31/15	Delinquent
1040	██████████	200,000.00	200,000.00	84	5.0	1,472.32	37,271.52	08/01/25	0	08/01/25	09/01/25	02/02/09	08/01/28	Performing
3024	██████████	189,043.88	189,043.88	144	0.0	500.00	87,000.00	08/25/25	0	08/05/25	09/25/25	07/26/99	12/01/16	Default Final Judgment
4008	██████████	300,000.00	300,000.00	0	5.0	750.00	139,722.16	08/12/25	0	08/15/25	09/12/25	07/31/09	03/31/39	Performing
4018	██████████	119,598.00	150,000.00	120	6.0	1,327.78	115,285.44	08/01/25	0	08/01/25	09/01/25	07/12/13	08/01/20	Performing
4027	██████████	149,500.00	149,500.00	120	5.0	1,590.98	20,893.97	08/01/25	0	08/04/25	09/01/25	12/15/15	12/15/25	Performing
4028	██████████	75,000.00	75,000.00	1	0.0	765.03	74,994.72	04/01/19	2314	04/12/19	05/01/19	11/17/16	09/30/19	Pending Collateral Sale
4029	██████████	75,000.00	75,000.00	1	0.0	803.02	75,000.00	04/01/19	2314	04/12/19	05/01/19	12/14/16	09/30/19	Pending Collateral Sale
4031	██████████	332,972.82	332,972.82	111	6.5	2,000.00	321,849.33	08/01/25	0	08/01/25	09/01/25	09/28/17	08/01/28	Performing
4032	██████████	300,000.55	300,000.55	120	7.0	3,577.27	137,099.17	08/01/25	0	08/01/25	09/01/25	10/24/18	11/01/28	Performing
4033	██████████	254,999.57	254,999.57	84	0.0	250.00	187,832.65	10/15/23	655	10/12/23	11/15/23	10/25/18	10/25/25	In Legal



Loan	Company /Borrower	Amount	Disbursed	Pmts	Rate	Last Activity	Last Balance	Paid Thru	Days Late	Last Activity	Next Pay Due	Loan Date	Maturity Date	Board Action
4034	██████████	84,506.66	84,506.66	84	0.0	300.00	71,412.80	08/01/22	1095	08/01/22	09/01/22	01/03/19	01/03/26	Default Final Judgment
4035	██████████	248,684.03	248,684.03	84	0.0	375.00	11,396.57	08/01/25	0	08/01/25	09/01/25	03/05/19	04/01/26	Performing
4036	██████████	549,223.30	549,223.30	84	0.0	375.00	476,094.60	08/01/25	0	08/01/25	09/01/25	03/05/19	04/01/26	Performing
4037	██████████	173,904.64	173,904.64	84	5.0	1,750.00	100,171.61	08/01/25	0	08/01/25	09/01/25	03/28/19	03/28/26	Performing
4038	██████████	99,885.78	99,885.78	60	7.0	1,500.00	25,276.25	08/01/25	0	08/01/25	09/01/25	03/28/19	03/28/26	Performing
4039	██████████	200,000.00	200,000.00	84	0.0	300.00	196,815.27	08/01/22	1095	08/01/22	09/01/22	03/12/20	04/01/27	Default Final Judgment
4040	██████████	400,000.00	400,000.00	84	0.0	250.00	389,882.46	10/15/23	655	10/12/23	11/15/23	09/23/19	09/23/26	In Legal
4043	██████████	200,000.00	200,000.00	120	4.5	2,322.17	112,641.04	08/01/25	0	08/01/25	09/01/25	04/22/21	04/01/31	Performing
4044	██████████	130,000.00	130,000.00	120	4.5	1,347.30	79,717.37	08/01/25	0	08/01/25	09/01/25	03/22/21	03/01/31	Performing
4046	██████████	100,000.00	100,000.00	60	0.0	300.00	81,727.84	08/01/25	0	08/01/25	09/01/25	10/06/22	10/01/27	Modification
4048	██████████	349,497.00	98,668.75	60	0.0	352.00	86,980.75	08/01/25	0	08/01/25	09/01/25	02/23/23	03/01/28	Performing
4049	██████████	331,700.00	80,271.75	60	0.0	301.00	74,552.75	08/01/25	0	08/01/25	09/01/25	02/23/23	03/01/28	Performing
4050	██████████	331,700.00	85,566.75	60	0.0	321.00	79,467.75	08/01/25	0	08/01/25	09/01/25	02/23/23	03/01/28	Performing
Totals		5,921,802.73	5,203,814.98			26,089.23	3,523,636.01							

**LIST OF COMMITTED TRADITIONAL RLF FUNDS**  
**September 1, 2025**

Loan #	Company Name	Committed	Commitment Date	Disbursed	Disbursement Date	Remaining Commitment
4052	[REDACTED]	470,000	1/16/2024	\$0.00	n/a	\$ 470,000.00
	<b>TOTAL</b>	<b>\$470,000</b>		<b>\$0.00</b>		<b>\$ 470,000.00</b>

<b>Cash Available to Lend</b>				
Bank Balance as of	8/31/2025			\$ 1,643,324.12
Committed Funds				
Unfunded Loan Commitments	\$ 470,000			
Administrative Fees	9,160.52			
Total Committed Funds				\$ 479,160.52
<b>Total Uncommitted Funds</b>				<b>\$ 1,164,163.60</b>





# SFRPC

South Florida Regional Planning Council  
Proudly serving South Florida since 1974

September 2025

## SFRPC'S Brownfields Cleanup Revolving Loan Fund Project Update – 79<sup>th</sup> Street Corridor Initiative – Miami Dade County

### BACKGROUND

The 79<sup>th</sup> Street Corridor Initiative, a 501(c)3, community-led agency, is leading the effort to transform Miami Dade County's 79<sup>th</sup> Street Corridor from a fragmented set of residential, commercial, and historically industrial sites with a reputation as dangerous and undesirable into a cohesive neighborhood conscious of its tangible and intangible assets and directing its future. To-date, the SFRPC has assisted the 79<sup>th</sup> Street Initiative in securing a combined \$800,000 in EPA Brownfields Assessment grant funding to conduct environmental assessments, cleanup plans, and community engagement.

Under the abovementioned grants, the Initiative and Stantec have advanced assessment and cleanup/reuse planning activities for the property located at the northeast corner of NW 22nd Avenue and NW 76<sup>th</sup> Street in Miami-Dade County (Parcel Folio No. 30-3110-028-1440), which is envisioned as a mixed-use veterans' affordable housing development with ground floor office space.

Final approvals from Miami-Dade County are being secured for environmental site remediation, which the Initiative's current brownfield grant does not cover. Approximately \$100,000 from the SFRPC's Revolving Loan Fund will be issued as a subgrant to the 79<sup>th</sup> Street Initiative for the needed environmental remediation at this site, which will assist the project in continuing to move forward.

To learn more about the SFRPC Brownfields Cleanup Revolving Loan Fund or how to get involved, please contact Senior Loan Officer, Jeffrey Tart at 954.924.3653 or [jtart@sfrpc.com](mailto:jtart@sfrpc.com).



South Florida Regional Planning Council  
1 Oakwood Boulevard, Suite 250, Hollywood, Florida 33020  
954-924-3653 Phone, 954-924-3654 FAX  
[www.sfregionalcouncil.org](http://www.sfregionalcouncil.org)



# SOUTHEAST FLORIDA COMMUNITY DEVELOPMENT FUND, INC.

## Affordable Housing Initiative



### **BROWARD COUNTY MINORITY BUILDERS COALITION**

Lauderhill, FL (8)  
5801 NW 27th Court  
5811 NW 27th Court  
5821 NW 27th Court  
5831 NW 27th Court  
5731 NW 28th Court  
5741 NW 28th Court  
5801 NW 28th Court  
5821 NW 28th Court

Fort Lauderdale, FL (4)\*\*  
1050 NW 29th Terrace  
1462 NW 27th Avenue  
370 NW 27th Terrace  
390 NW 27th Terrace

### **HOUSING FOUNDATION OF AMERICA**

West Park, FL (3)  
5217 SW 22nd Street  
5609 SW 21st Street  
5607 SW 21st Street

**CITY OF MIRAMAR**  
Miramar, FL (12)\*\*  
6701 SW 25th St.

**SUNSET STRIP PROJECT**  
Sunrise, FL (26)\*\*  
1577 Sunset Strip

**LIBERIA ECONOMIC & SOCIAL  
DEVELOPMENT**  
Fort Lauderdale, FL (3)  
2861 NW 10th Court  
2791 NW 11th Place  
375 NW 28th Avenue

**LIBERIA ECONOMIC & SOCIAL  
DEVELOPMENT**  
Hollywood, FL (2)  
2351 Raleigh Street  
2361 Raleigh Street

**LIBERIA ECONOMIC & SOCIAL  
DEVELOPMENT**  
West Park, FL (1)  
4425 SW 23rd Street

### **TURN TWO CONSTRUCTION**

Dania Beach, FL (2)  
509 NW 3rd Terrace  
511 NW 3rd Terrace

### **MIAMI-DADE COUNTY MINORITY BUILDERS COALITION**

Homestead, FL (4)\*\*  
704 SW 7th Street  
705 SW 6th Street  
813 SW 6th Street  
829 SW 6th Street

### **PALM BEACH COUNTY COMMUNITY PARTNERS OF SOUTH FLORIDA**

West Palm Beach, FL (1)  
905 39th Street

Riviera Beach, FL (5)\*\*  
West 16th Street  
173 W. 13th St.  
1201 Avenue F  
2923 Avenue J  
West 1st Street





**Board of Directors**

Joe Moody, *Chair*  
Debbie Batty, *Vice Chair*  
Nicolas Wahrer, *Treasurer*  
Donna Moore, *Secretary*  
Al Altuve  
Billy Davis  
Jaylin Morawski  
Blake Orpeza  
Chris Rivette  
Devon Ayers  
Lynda Woods  
Peter Rysman

**Office**

471 Overseas Highway  
Suite 102  
Key West, FL 33040

**Mailing Address**

P.O. Box 5873  
Key West, FL 33045

**Tel :** 305-294-8006

**Fax :** 815-550-8863  
habitatlowerkeys.org



We build  
strength,  
stability,  
self-reliance  
and shelter.

September 2, 2025

South Florida Regional Planning Council (SFRPC)  
1 Oakwood Boulevard, Suite 250  
Hollywood, FL 33020

Dear Isabel Cosio Carballo and the Board of Directors,

On behalf of Habitat for Humanity of Key West and the Lower FL Keys, we want to express our gratitude to the SFRPC for their support in assisting with the assessment needs of the Brownfields site (old Baltuff dump) in our possession on Middle Torch Key.

We have had conversations with Monroe County staff and Commissioners regarding this property and potential future uses in the past. Although no agreements have been reached at this time regarding future use, Habitat for Humanity continues to seek and build affordable housing through a strong partnership with Monroe County.

We are continuing to provide affordable homes for our community with 65 homes completed and an additional 22 in the pipeline. While our mission is to provide affordable housing, we are also concerned about the health of our communities and the environment.

With much gratitude,

A handwritten signature in blue ink, appearing to read "Kristina Welburn".

Kristina Welburn

Habitat for Humanity of Key West and Lower FL Keys  
Executive Director

[kwelburn@habitatlowerkeys.org](mailto:kwelburn@habitatlowerkeys.org)

305-295-0136

# County of Monroe

## Planning & Environmental Resources Department

Marathon Government Center  
2798 Overseas Highway, Suite 400  
Marathon, FL 33050  
Voice: (305) 289-2500  
FAX: (305) 289-2536



## Board of County Commissioners:

Mayor James K. Scholl, District 3  
Mayor *Pro Tem* Michelle Lincoln, District 2  
Craig Cates, District 1  
David Rice, District 4  
Holly Merrill Raschein, District 5

*We strive to be caring, professional, and fair*

July 09, 2025

## **SUBJECT: BALTUFF DUMP SITE, MIDDLE TORCH KEY, FLORIDA**

To whom it may concern

Monroe County, Florida is in support of Habitat for Humanity of Key West and Lower FL Key's Baltuff Dump Brownfield grant proposal to the EPA. The Florida Keys are an Area of Critical State Concern and are globally recognized for their unique and fragile environment. The Baltuff Dump site lies within the Florida Keys Wildlife Refuges Complex and is surrounded by natural habitat, including mangrove forests and salt marsh. The cleanup of this site will promote the restoration of Tropical Hardwood Hammock (a globally imperiled habitat) and the removal of a source of contaminants that leach into the waters of the Florida Keys National Marine Sanctuary. The faster the site is cleaned of these toxins and pollutants the better for our nearshore water and local flora and fauna of these critically imperiled resources.

Monroe County has had a long-term partnership with Habitat for Humanity in the Keys and on multiple occasions has purchased property to lease to the nonprofit to build affordable housing. We will continue to work together to identify properties which can be used for our much needed affordable housing.

Sincerely,

A handwritten signature in black ink, appearing to read 'Devin Tolpin'.

Devin Tolpin, AICP, CFM  
Senior Director of Planning & Environmental Resources





Southeast Florida Community Development Fund, Inc.  
1 Oakwood Blvd Ste 250,  
Hollywood, FL 33020

Dear Isabel and Team,

The Urban League of Broward County (ULBC) and its subsidiary, Central County Community Development Corporation (CCCCDC), are proud to recognize our partner, the Southeast Florida Community Development Fund, Inc. (SFCDFI) for having played an essential role in supporting small businesses and sustaining an affordable housing initiative in Southeast Florida.

The SFCDFI's initial capitalization was made possible through the support of ULBC and CCCDC in 2015. This early investment laid the foundation for the Fund's revolving loan structure, a self-replenishing pool of flexible financing that continues to serve small businesses and support affordable housing initiatives throughout Southeast Florida.

In partnership, both organizations have delivered high-impact development services through both the SFCDFI and ULBC/CCCCDC's Entrepreneurship Center. These include one-on-one technical assistance, access to capital, and strategic guidance to help early-stage and disadvantaged businesses thrive. By equipping entrepreneurs with the tools to make sound decisions and scale responsibly, we work together to drive job creation, business growth, and long-term economic stability.

Small businesses are the backbone of our region's economy. Yet for many entrepreneurs—particularly those from under-resourced communities—access to capital and development resources remain a persistent barrier. Our collaboration directly addresses this gap, reaffirming our shared commitment to inclusive, community-centered growth.

"As a Community Development Financial Institution (CDFI), CCCDC has a vital responsibility to expand access to credit and capital for underserved communities," said Courtnee Biscardi, Executive Vice President of the Urban League of Broward County and the Central County Community Development Corporation. "But we know this work can't be done by one organization alone—it requires a network of committed partners. The SFCDFI has risen to that challenge, playing a tremendous role in advancing our shared mission. Through our partnership, they have significantly helped bring critical nonprofit housing developer projects to life, delivering meaningful change for communities across South Florida."

The SFCDFI has been especially effective in helping to address the affordable housing crisis. To date, SFCDFI has financed the construction of seventy-one (71) single-family homes for first-time homebuyers, focusing on minority home ownership. With support from the ULBC and CCCDC, the Southeast Florida Community Development Fund, Inc. will continue to grow its partnership and improve the lives of families seeking affordable housing in our region.

We greatly value our partnership with the SFCDFI and we look forward to continued collaboration that advances our shared vision for sustaining small businesses and providing affordable housing to first-time homebuyers in Southeast Florida.

Sincerely,

A handwritten signature in blue ink that reads "Courtnee M. Biscardi".

Courtnee M. Biscardi  
Executive Vice President

Kerry L. Ezrol  
KEzrol@GorenCherof.com



**GOREN CHEROF  
DOODY & EZROL P.A.**  
ATTORNEYS AT LAW

September 3, 2025

**VIA E-MAIL ([isabelc@sfrpc.com](mailto:isabelc@sfrpc.com))**

Isabel Cosio Carballo, MPA, Executive Director  
South Florida Regional Planning Council  
Oakwood Business Center  
One Oakwood Boulevard, Suite 250  
Hollywood, FL 33320

Re: South Florida Regional Planning Council ("SFRPC") / Revolving Loan Fund Status Report

Dear Ms. Carballo:

Below please find the status of the Revolving Loan Fund cases which have been brought on behalf of the SFRPC. This shall confirm that once a judgment is obtained and recorded, our office has been instructed to take no further action, other than to re-record specified judgments, as requested, in a timely fashion. We have therefore removed all of the "Closed Cases" from this list. In the future, once a judgment is obtained and recorded relative to cases appearing on this list, they will be removed from this list.

**1. SFRPC adv. Equity Partners 102, LLC**  
**(Our File No. 9940633)**

Equity Partners 102 foreclosure complaint was filed with the Court on July 13, 2023. On July 24, 2023, SFRPC filed an Answer and did not assert affirmative defenses. Equity Partners seeks to foreclose its first mortgage against Ms. Dawson's real property located at 2748 NW 8<sup>th</sup> St., Fort Lauderdale, FL. On September 5, 2023, a hearing on Plaintiff Equity Partners' Motion for Order to Show Cause was scheduled. The Court deferred ruling on the entry of the foreclosure judgment. On October 9, 2023, the Court entered an Agreed Order Granting Plaintiff's Motion to Dismiss Defendant's Counterclaim, and gave the defendant until October 30<sup>th</sup> to file an amended counterclaim as to all counts. SFRPC's Motion for an extension of time was denied as it was moot because there will be an amended counterclaim filed at a later date. On April 25, 2024, Plaintiff filed its Motion for Summary Final Judgment, Affidavit in Support of MSFJ, Affidavit of Attorney Fees and Costs, and Affidavit of Reasonable Attorney Fees. On December 12, 2024, Defendant filed an Amended Motion Requesting Referral to Mediation to include SFRPC and the hearing was scheduled for December 17, 2024. The Court entered a Uniform Trial Order on

September 3, 2025

December 18, 2024, setting the trial period from June 2, 2025 until June 20, 2025. Mediation occurred on April 1, 2025. The case did not settle.

On March 31, 2025, SFRPC filed a Notice of Filing Satisfaction of Mortgage and Notice of Disclaimer, disclaiming any interest in the subject property. Also on March 31<sup>st</sup>, Ms. Dawson filed a Satisfaction of Mortgage, Notice of Taking Depositions of Alfred Andreu, Isabel Cosio Carballo, and Kerry Ezrol. On April 1, 2025, the Mediation Report was filed and reported that the proceedings were adjourned and no settlement was reached. On April 10, 2025, Plaintiff filed a Notice of Voluntary Dismissal without prejudice as to SFRPC. Ms. Dawson continues to attempt to bring SFRPC into this case. On April 21, 2025, SFRPC filed its Stipulation for Substitution of Counsel. Chris Stearns of Johnson Anselmo has been substituted as counsel. Ms. Dawson has sought to take the depositions of Kerry Ezrol and Sean Swartz. The depositions were cancelled by Ms. Dawson. Ms. Dawson has also filed a motion to disqualify Goren Cherof.

On May 2, 2025, the Court entered an Order Granting Plaintiff's Motion to Strike Demand for Jury Trial. On May 5, 2025, Defendant filed a Motion for Continuance and/or Stay of Calendar Call and the hearing was scheduled for May 21, 2025. On May 16, 2025, Defendant filed a Motion for Reconsideration and/or Rehearing Upon Order Entered on May 2, 2025. At the May 21, 2025 hearing, the Court entered an Order Resetting the Trial commencing October 20, 2025 to November 7, 2025 and scheduled a Calendar Call for October 16, 2025. On May 27, 2025, Plaintiff filed a Motion for Order to Specially Set Hearing Date on Plaintiff's Motion for Summary Final Judgment and the hearing was scheduled for June 17, 2025. On June 16, 2025, Ms. Dawson filed an Amended Counterclaim and Crossclaim with Additional Party Counterclaims for Damages. On June 25, 2025, Plaintiff filed a Notice of Hearing for its Motion for Summary Final Judgment and it is scheduled for September 15, 2025. On July 1, 2025, Plaintiff filed its Motion to Strike Defendant's Amended Counterclaim and SFRPC filed its Motion to Strike and/or to Dismiss Amended Crossclaim. The Plaintiff scheduled their hearing for July 17, 2025.

On July 14, 2025, Ms. Dawson filed a Notice of Unavailability, Affidavit of Excusable Neglect, and Notice of Filing Investigation Report. On July 15, 2025, Ms. Dawson filed a Motion of Protective Order and Objection to the Hearing Unilaterally scheduled for July 17, 2025. On July 18, 2025, Ms. Dawson filed a Motion of Protective Order and Objection to the Hearing Unilaterally scheduled for July 24, 2025. The hearing scheduled for July 24, 2025 was cancelled. On July 23, 2025, Ms. Dawson filed a Motion for Order to Specially Set Hearing on Plaintiff's Motion to Strike and Cross SFRPC's Motion to Strike Defendant's Counter Claim Unilaterally Scheduled for July 17, 2025 and July 24, 2025. As of the date of this correspondence, no additional hearings have been scheduled.

Isabel Cosio Carballo, Executive Director  
Page 3 of 3  
September 3, 2025

Should you have any questions, please feel free to contact me.

Sincerely yours,

*/s/ Kerry L. Ezrol*

Kerry L. Ezrol

KLE:jc

cc: Samuel S. Goren, General Counsel (via e-mail & hard copy)  
Alisha Lopez (via e-mail)  
Steve Foreman (via e-mail)  
Jeffrey Tart (via e-mail)  
Kathe Lerch (via e-mail)



# MEMORANDUM

AGENDA ITEM # IV.B

DATE: SEPTEMBER 22, 2025

TO: COUNCIL MEMBERS

FROM: STAFF

SUBJECT: SFRPC CARES ACT RLF STATUS REPORT

The U.S. Department of Commerce's Economic Development Administration is partnering with the South Florida Regional Planning Council (SFRPC) to oversee and administer a new \$5.90 million CARES ACT Business Revolving Loan Fund program that will alleviate sudden and severe economic dislocation caused by the coronavirus in Monroe, Miami-Dade, Broward and Palm Beach counties. Designated a U.S. Department of Commerce Economic Development District in 1994, the SFRPC welcomes this new program into its lending portfolio as it continues to expand its economic development activities.

The initiative/focus is to initially conduct financial assessments of vital and essential South Florida small businesses to evaluate financial and resiliency capacity with the focus on maintaining ongoing operations. Once assessed, the SFRPC along with its coalition partners will determine an applicable loan program to meet the financial needs of the small business in order to maintain its vital operations. This supplemental financial assistance award will help support critical small business operations for the long-term within industries that are essential in South Florida.

Since the program was launched on August 5, 2020, the SFRPC has received in excess of 400 prospects inquiring into the loan program from Palm Beach, Broward, Miami-Dade and Monroe counties. The Initial loan program funding was available for up to 2 years or until all loan funds were disbursed. Currently, the program is revolving in nature, as all initial funds have been deployed and new businesses have an opportunity to seek financial support as loan proceeds are repaid from former borrowers.

In December 2024, the EDA completed their RLF Risk Analysis and conveyed the South Florida Regional Planning Council earned a current annual risk rating of an "B+" for the fiscal year ending 9/30/2024.

To date, loan administration has approved thirty-eight (38) new CARES ACT RLF loans totaling \$8,710,077 and saved and/or created 350 related jobs.



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**CARES ACT REVOLVING LOAN FUND**  
**PAYMENT STATUS REPORT - SEPTEMBER 2025**

Loan	Company /Borrower	Amount	Disbursed	Pmts	Rate	Pay/Yr	Normal Pay	Last Activity	Last Balance	Paid Thru	Days Late	Last Activity	Next Pay Due	Loan Date	Maturity Date	Board Action
5100		25,000.00	25,000.00	60	3.5000	12	454.79	454.79	436.87	09/01/25	0	09/02/25	10/01/25	10/20/20	11/01/25	Performing
5107		300,000.00	300,000.00	120	3.5000	12	2,966.58	2,966.58	168,056.03	09/01/25	0	09/02/25	10/01/25	11/20/20	11/01/30	Performing
5110		500,000.00	515,000.00	120	3.5000	12	4,934.78	4,934.78	351,046.50	09/01/25	0	09/02/25	10/01/25	01/13/21	01/01/31	Performing
5111		560,000.00	560,000.00	120	3.5000	12	5,537.61	2,076.60	471,728.47	09/01/25	0	09/02/25	10/01/25	12/31/20	07/31/35	Performing
5112		500,000.00	500,000.00	120	3.5000	12	4,944.29	4,944.29	289,538.73	09/01/25	0	09/02/25	10/01/25	12/28/20	01/01/31	Performing
5114		150,000.00	150,000.00	120	3.5000	12	1,483.29	1,483.29	89,369.55	09/01/25	0	09/02/25	10/01/25	02/24/21	02/01/31	Performing
5115		100,000.00	100,000.00	60	0.0000	12	200.00	200.00	74,721.09	09/01/25	0	09/02/25	10/01/25	02/02/21	02/01/26	Performing
5117		394,000.00	394,000.00	240	3.5000	12	3,033.80	3,033.80	300,180.30	09/01/25	0	09/02/25	10/01/25	05/13/21	05/01/31	Performing
5118		500,000.00	500,000.00	180	3.5000	12	3,493.33	3,493.33	399,876.33	09/01/25	0	09/02/25	10/01/25	06/15/21	07/01/36	Performing
5119		150,000.00	150,000.00	120	3.5000	12	1,441.59	1,441.59	101,560.34	09/01/25	0	09/02/25	10/01/25	08/12/21	08/01/31	Performing
5120		295,000.00	295,000.00	120	4.1490	12	3,258.10	3,258.10	226,138.20	09/01/25	0	09/02/25	10/01/25	08/09/21	08/01/31	Performing
5121		175,000.00	175,000.00	120	3.5000	12	1,730.50	1,730.50	110,731.26	09/01/25	0	09/02/25	10/01/25	08/24/21	08/01/31	Performing
5122		500,000.00	500,000.00	120	3.5000	12	2,899.80	2,899.80	423,957.79	09/01/25	0	09/02/25	10/01/25	08/25/21	08/01/31	Performing
5123		250,000.00	250,000.00	120	3.5000	12	2,390.96	2,390.96	173,681.19	09/01/25	0	09/02/25	10/01/25	10/15/21	10/01/31	Performing
5125		500,000.00	500,000.00	180	4.5000	12	3,824.97	3,824.97	407,247.61	09/01/25	0	09/02/25	10/01/25	01/13/21	10/01/31	Performing
5126		128,000.00	128,000.00	60	4.0000	12	2,357.31	2,357.31	41,453.81	09/01/25	0	09/02/25	10/01/25	02/15/22	02/01/27	Performing
5127		200,000.00	200,000.00	120	4.5000	12	2,072.77	2,072.77	144,831.82	09/01/25	0	09/02/25	10/01/25	06/09/22	06/01/32	Performing
5128		468,036.20	0.00	36	5.0000	12	0.00	0.00	0.00	09/01/25	0	09/02/25	10/01/25	10/20/22	n/a	Performing
5129		250,000.00	250,000.00	180	6.0000	12	2,109.64	2,109.64	226,982.31	09/01/25	0	09/02/25	10/01/25	06/22/23	07/01/38	Performing
<b>Totals</b>		<b>5,945,036.20</b>	<b>5,492,000.00</b>				<b>49,134.11</b>	<b>45,673.10</b>	<b>4,001,538.20</b>							

**LIST OF COMMITTED CARES RLF FUNDS**  
**September 1, 2025**

Loan #	Company Name	Committed	Commitment Date	Disbursed	Disbursement Date	Remaining Commitment
5128	[REDACTED]	400,000.00	6/16/2025	\$0.00	n/a	\$ 400,000.00
5131	[REDACTED]	500,000.00	1/16/2024	\$0.00	n/a	\$ 500,000.00
5132	[REDACTED]	500,000.00	5/20/2025	\$0.00	n/a	\$ 500,000.00
	<b>TOTAL</b>	<b>\$1,400,000.00</b>		<b>\$0.00</b>		<b>\$ 1,400,000.00</b>

Cash Available to Lend				
Bank Balance as of	8/31/2025			\$ 1,761,199.78
Committed Funds				
Unfunded Loan Commitments	\$ 1,400,000			
Administrative Fees	11,173.43			
Total Committed Funds				\$ 1,411,173.43
Total Uncommitted Funds				\$ 350,026.35

## Portfolio Analysis

Funds: (37000)  
Status: All  
City: All  
County: All  
Loan Officer: All  
Loan# From 2 to 53005

Cutoff Date: 9/2/2025  
Run Date: 09/02/2025  
Run Time: 11:01:39 am  
Page 1 of 1

	Number	Balance	Percent%
All Outstanding Loans			
Current Accounts	18	4,001,538.20	100.00%
Past due 1-30 days	1	-0.02	0.00%
Past due 31-60 days	0	0.00	0.00%
Past due 61-90 days	0	0.00	0.00%
Past due 91-120 days	0	0.00	0.00%
Past due 121-150 days	0	0.00	0.00%
Past due 151-180 days	0	0.00	0.00%
Greater than 180 days	0	0.00	0.00%
Total Portfolio	19	4,001,538.18	100.00%

Contaminated Portfolio	0	0.00	0.00%
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Loans identified as being delinquent by 30 or more days and having a balance greater than zero as of the cutoff date.

Delinquent Loans	0	0.00	0.00%
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Loans identified by delinquent status in Loan Master, and having a balance greater than zero as of the cutoff date.

Default Loans	0	0.00	0.00%
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Loans identified by default status in Loan Master, and having a balance greater than zero as of the cutoff date.

Write-off Loans	0	0.00	0.00%
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Loans identified by write-off status in Loan Master, and having a balance greater than zero as of the cutoff date.





# MEMORANDUM

AGENDA ITEM #IV.C

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DATE: SEPTEMBER 22, 2025

TO: COUNCIL MEMBERS

FROM: STAFF

SUBJECT: LEGAL COUNSEL UPDATE ON SB 180, CHAPTER 2025-190

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Legal Counsel Sam Goren will provide an update on SB 180, Chapter 2025-190. Please find herewith a legislative analysis prepared on behalf of 1000 Friends of Florida by Richard Grosso, Esq.

Recommendation:

Information Only



South Florida Regional Planning Council  
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## ANALYSIS OF 2025's SENATE BILL 180

Prepared on behalf of 1000 Friends of Florida by  
Richard Grosso, Esq.  
Richard Grosso, P.A.  
Plantation, Fla.

August 7, 2025

### INTRODUCTION

Senate Bill 180, recently passed by the Florida Legislature and signed into law by Governor DeSantis, has an immediate and drastic impact on the authority of local governments to amend their comprehensive plans and land development regulations, or issue development orders with conditions opposed by any person or entity. This new law, which went into effect on July 1, 2025, is extremely limiting. Section 28 of the law, citing federal disaster declarations for Florida counties from Hurricanes Debby, Helene and Milton, immediately renders “more restrictive or burdensome” comprehensive plan and land development code changes adopted by every local government in the state of Florida after July 31, 2024, subject to judicial invalidation, and precludes local governments from adopting such measures until October 1, 2027.<sup>1</sup> Residents, business owners and a broad array of entities are given rights to challenge such actions, whether or not they live or own land in the affected local government’s boundaries, or are affected at all by the regulations they dislike, and are entitled to attorney’s fees and costs if successful.

Looking forward, Section 18 of the law prohibits all counties (and all cities therein) listed in a federal disaster declaration for a future storm that are located entirely or partially within 100 miles of the track of a hurricane from proposing or adopting “more restrictive or burdensome” amendments to their comprehensive plans or land development regulations for one year after the hurricane makes landfall. Additionally, Section 18 provides the same exceptionally and unprecedentedly broad standing for “any person” to enforce its restrictions and receive attorney’s fees and costs if they succeed.

**The enormous breadth and scope of the law’s prohibitions on local planning and zoning authority suggests that many, even perhaps most, legislators did not understand its**

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<sup>1</sup> While the Section 28 restrictions on land use and zoning regulation purport only to affect those communities impacted by Hurricanes Debby (DR-4806), Helene (DR- 4828), or Milton (DR-4834), a review of those hurricane declarations reveals that together they actually cover every inch of the state of Florida. Anecdotal, some members of the Legislature have expressed surprise at the meaning of the bill, revealing that they had no idea of its impact when being asked to vote on it on the afternoon of the last day of the 2025 Legislative Session as part of a blizzard of last-minute actions amid the collapse of the state budget negotiations.

**implications.** A review of the FEMA website reveals that all 67 of Florida's counties were identified in a federal disaster declaration for at least one of Hurricanes Debby, Helene and Milton. Each of those 67 counties, and every City within every County, is subject to the Section 28 prohibition.

Going forward, whenever a future hurricane makes landfall, the law's prohibition on new substantive restrictions or procedures that are more restrictive or burdensome will kick in for any counties within 100 miles of the track of the storm (and their cities) and last for a year. The geographical scope of the restriction is somewhat uncertain to the extent there is a lack of precise agreement as to the exact geographic location of the track of any hurricane as delineated by the National Hurricane Center.

Next, the law's description of the type of comprehensive plan, land development code and development order provisions that are now prohibited is as far-reaching as its temporal and geographic scope. The law categorically prohibits "more restrictive or burdensome" substantive rules and procedures. Its scope is not limited to any particular subject matter or issue but is across the board for the land use and zoning related actions described therein. While the preemption in Section 28 of moratoria on construction, reconstruction, or redevelopment is limited to the impacts on "any property damaged by such hurricanes," its other prohibitions are not so limited. In all other respects, both Section 18 and Section 28 strip communities of their home-rule powers regardless of whether they experienced any impact from the referenced storms. Thus, this law goes far beyond the restrictions of SB 250, the original legislation of this variety passed in 2023, which was limited by both the 100-mile distance and the impact on storm-damaged properties of any moratoria. In short, it is not limited to changes intended to remedy identified deficiencies related to hurricane damage-related issues but applies to any development standards that are arguably more restrictive or burdensome on property anywhere within the affected local governments. It allows lawyers for landowners to claim that **any change that reduces any current options or adds any new standards for development is "more restrictive or burdensome."** Under this law, local governments may be precluded from enacting a coordinated set of planning or regulatory changes that include some of that benefit development interests and some that could be argued in isolation are more restrictive or burdensome. Seemingly, a person can sue to void the things they dislike and keep the ones they like. The law removes the authority to weigh and balance planning approaches from local elected officials and gives it to "any person", as broadly defined by the statute.

This law is unworkable, confusing and overly restrictive. It ignores the reality that major economic and population shifts, new industries or practices, natural disasters and all manner of other situations change, sometimes suddenly, requiring communities to revise their planning and regulatory approaches. But this law ties the hands of local governments, prohibiting them from reacting to the real world – which is dynamic, not static. As with the Harris Act, the greatest impact from such legislation is frequently the chilling effect that it creates with unclear

drafting and uncertainty as to meaning, so that local governments are motivated to steer far from any action that arguably triggers liability.<sup>2</sup>

Given the realities about the expected future of hurricanes in the southeastern United States, our state is likely to be impacted by hurricanes annually; this law effectively prohibits any future changes to local government plans or regulations – other than those that weaken development standards. **It is, in essence, a repeal of Florida’s land-use planning laws.**

## **DETAILED ANALYSIS OF SB 180**

### **PROHIBITS “MORE RESTRICTIVE OR BURDENSOME” DEVELOPMENT STANDARDS OR PROCEDURES**

In this document, development standards refer to local government comprehensive plans, land development regulations, and development orders. Sections 18 and 28 have the most direct and greatest impact on local governments’ ability to enact comprehensive plan amendments and require the most extensive analysis.

#### **SECTION 18**

Section 18 **creates a new section within Florida’s “*State Emergency Management Act*”**. Section 252.422, Florida Statutes (“Restrictions on county or municipal regulations after a hurricane”) which makes the following changes to Florida law:

1. First, Section 18 **limits the planning and regulatory restrictions of “impacted local government[s]”**, defined as a county:

**“...listed in a federal disaster declaration located entirely or partially within 100 miles of the track of a storm declared to be a hurricane** by the National Hurricane Center while the storm was categorized as a hurricane ...” (p. 35, lines 1010 – 1015).

This prohibition also applies to a municipality located within such a county, even though in a large county such as Palm Beach, this means that the statutory 100-mile distance from a Gulf Coast storm might only clip the southwest corner of the County, without having any actual storm impacts on the County, and the law would still apply these limitations to the northeastern Town of Jupiter, over 50 miles away.

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<sup>2</sup> Evangeline Linkous and Thomas Skuzinski, “Land use decision-making in the wake of state property rights legislation: Examining the institutional response to Florida’s Harris Act,” *Land Use Policy*, Volume 77, September 2018, Pages 603-612.

If these criteria are met, by the language of the statute, the entire County is deemed an “impacted local government”, and the statute’s prohibitions apply throughout the County (and any city within its borders), including geographic areas outside of “100 miles of the track of a storm declared to be a hurricane by the National Hurricane Center while the storm was categorized as a hurricane ....”

**There might be some uncertainty as to whether a local government meets these criteria.** The first question concerns exactly what the Act means by “listed in the Federal Disaster Declaration”. As can be seen in the “Florida Disaster Declaration” information on the Federal Emergency Management Administration’s website, that Agency’s disaster declarations identify by name and via a map delineation, the specific counties to which the designation applies. While there are different types of services and funding available to local governments identified in a federal disaster declaration and not all counties are within the same category (i.e., whether they qualify for Individual Assistance (IA), Public Assistance (PA) or both, the statutory phrase “**listed in a federal disaster declaration**” **appears categorical and makes no further distinction. As described below, the expanse of Florida counties named in a federal disaster declaration for hurricanes can be vast. In 2024, the federal disaster declaration for Hurricane Debby identified 61 of Florida’s 67 counties.**

**The second criteria regarding the geographic scope of the preemption may introduce an element of some uncertainty.** The definition of “impacted local government” goes beyond those that are “**listed in a federal disaster declaration**”. In order to be covered by this new law, the local government must also be:

“located entirely or partially within 100 miles of the track of a storm declared to be a hurricane.”

Determining the exact geographic area that was “within 100 miles **of the track** of a storm declared to be a hurricane by the National Hurricane Center **while the storm was categorized as a hurricane ...**” **may be subject to imprecise determinations.**

For example, if the hurricane is 80 miles in diameter, does one measure from the center of the storm track or from its edge? If there is light rain along the outer edges of the storm, does that area count as part of the storm for purposes of measuring the 100 miles? Given Florida’s history and predicted future occurrences of hurricanes, this will recur annually and indefinitely. And for communities frequently under storm declarations, their land use and zoning powers will unpredictably disappear from one day to the next based on storm declarations, making effective long-range planning nearly impossible.

The geographic area deemed to be the “track” of a hurricane throughout the entire time it was “was categorized as a hurricane” is shown in the Tropical Cyclone Report for each hurricane published by the National Hurricane Center. However, the NHC publishes both a projected hurricane track, as the storm approaches and remains active, and then a subsequent actual track, approximately 60 – 90 days after landfall, The new law is silent as

to which track is to be used for purposes of determining the geographic scope of its prohibitions on new development standards and procedures. For hurricanes which actually tracked differently from what was projected, this has the potential to impact whether a given county meets the definition of an “impacted local government” under this law. Also, the determination of the precise location of the track line and thus the scope of the specific areas within 100 miles of the track may be subject to differing determinations by relevant professionals, although those differences are less likely to be the difference between a county being partially or wholly within 100 miles of a hurricane track or being outside of that defined area.

2. Second, Section 18 prohibits “impacted local government[s]” from proposing or adopting **the following measures for one year after a hurricane makes landfall:**

- (a) A **moratorium** on construction, reconstruction, or redevelopment of any property;
- (b) A **more restrictive or burdensome amendment** to its comprehensive plan or land development regulations; or
- (c) A **more restrictive or burdensome procedure** concerning review, approval, or issuance of a site plan, development permit, or development order. (p. 36, lines 1016 – 1025)

This will create **substantial uncertainty due to the use of the subjective and broad term “more restrictive or burdensome”**. It should be assumed that lawyers for landowners may claim that any change that reduces any current options or adds any new standards for development is “more restrictive or burdensome.” Changes that alter how certain results may be accomplished will be challenged as more burdensome or restrictive if any person simply does not like them. Local governments will tend to avoid making any changes out of concern for litigation exposure and other consequences of potentially violating the restrictions in this law.

What’s more, unlike the preceding SB 250 from 2023 and Section 28 of this law, **the restriction is not limited to changes intended to remedy identified deficiencies related to hurricane damage-related issues and to damaged properties, but to any development standards on any issue anywhere within the affected local governments.**

3. Third, Section 18 **exempts from the prohibition, and allows the enforcement of, three types of comprehensive plan or land development regulation amendments and development orders:**

- (a) Those **applied for by a private party where the property is owned by the initiating private party;**
- (b) Proposed **comprehensive plan amendments submitted to reviewing agencies pursuant to s. 163.3184 before landfall;** and

**(c) Comprehensive plan and land development regulation amendments approved by the state land planning agency** pursuant to s. 380.05. (p. 36, lines 1026 – 1040).

The exemption for privately initiated plan or code changes will not apply once the original applicant sells the subject property to another person.

The latter exemption for Areas of Critical State Concern appears to completely exempt comprehensive plan and land development regulation amendments for local governments in these areas from this prohibition. However, as discussed below, the Bill's Section 28 subjects those same amendments to the identical prohibitions through October 1, 2027; there is no exception for the ACSC in Section 28.

4. Fourth, Section 18 **allows “any person” to sue to enforce its prohibitions.** (p. 36, lines 1041 – 1043)

The statute allows any “person” to sue to overturn any comprehensive plan or land development code provision they deem more restrictive or burdensome. Under Florida law, the word “person includes individuals, children, firms, associations, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups or combinations.” Section 1.01 (3), Fla. Stat. It does not limit standing to sue to persons adversely impacted by the challenged plan amendment or regulation of development orders. It doesn't require that the person own land, operate a business, or live in the jurisdiction of the local government.

This is exceptionally and unprecedentedly broad standing. Existing Florida laws on the enforcement of comprehensive plans and land development regulations, on the other hand, are limited.

The law requires a pre-suit notice to the local government as a prerequisite to bringing suit. Upon receipt of such notice, the local government has only 14 days to revoke or declare the challenged action void, a period of time which is literally impossible to meet since ordinances are statutorily required to revoke comprehensive plan amendments and amendments to land development regulations. And, by law, ordinances require two readings and approval by the governing body, and many smaller communities meet only once a month. Even if a local commission meets more often, the statutory requirements for the readings requires a minimum separation between the two readings, the length of which depends on which type of action it is (See 166.041(3) and 163.3164(42) and 163.3184(11)(b), Fla. Stat., which have to be read together and do not quite mesh). Without a meeting, the Sunshine Law prevents the administrations or attorneys of these communities from polling the individual members of their governing bodies, so local government lawyers and other responsible staff will not be able to get direction on this issue from their governing bodies. They won't know whether to concede or fight. So special meetings will need to be called in order to get direction on whether to “declare” themselves neutered by this statute, but in order to meet statutorily required notice periods to actually enact ordinances, they may not be able to act as quickly

as needed. Moreover, many communities do not have their governing body serve as the local planning agency, so a third meeting of that body needs to be promptly scheduled for the plan amendment or code change to be statutorily legal. If that notice comes in the day after the last summer meeting, before the elected officials go on break or scatter for vacations, or on December 20, **compliance with all governing laws will not be possible**. By law, unlike most state and regional entities, local governments continue to be required to meet in person. That means, per the opinions of Attorney General Moody during COVID, that at least three must be in person for a five-member body, before the remaining two can attend remotely. **The law created a supremely unworkable situation for local governments.**

The statute entitles a Plaintiff to a preliminary injunction, provides for summary proceedings to resolve such suits, and provides for prevailing plaintiff attorneys' fees. (p. 36, line 1041 – p. 37, line 1066).

Unlike Section 28, the law specifically authorizes local government to seek declarations that their actions are not limited by Section 18: "A county or municipality may request a determination by a court of competent jurisdiction as to whether such action violates this section. Upon such a request, the county or municipality may not enforce the action until the court has issued a preliminary or final judgment determining whether the action violates this section." However, the need for this provision, and the meaning of this omission from Section 28, is unclear, as under current law, local governments may seek such relief at any time pursuant to Chapter 86, the Florida Declaratory Judgment Act.

## **SECTION 28**

Section 28 of the Bill includes **additional limitations of local government planning and regulatory amendments, purportedly limited only relative to hurricanes Debby (DR-4806), Helene (DR-4828), or Milton.** (p. 46, line 1321 – p. 48, line 1373)

1. First, Section 28 **enacts the same prohibition on moratoria, as in the preceding SB 250, limited to damaged properties, and the same prohibition on more restrictive or burdensome comprehensive plan or land development regulation amendments, and development approval procedures as set forth in section 18.**
2. Second, a review of the FEMA website reveals that **all of Florida's 67 counties were identified** in a federal disaster declaration for at least one of those three hurricanes. Thus, every Florida County and every City within each County, is subject to the specific preemption relative to hurricanes Debby (DR-4806), Helene (DR-4828), or Milton (DR-4834).

There may be a question as to whether Areas of Critical State Concern, like the Florida Keys, are exempted from this restriction. The argument that they are exempt would be that the specific exemption in Section 21 for Critical Areas controls over the more general restriction



in Section 28.<sup>3</sup> On the one hand, potentially conflicting statutes, and especially potentially conflicting sections of a single piece of legislation, must be read to harmonize their effect so as to resolve a conflict.<sup>4</sup> Under this doctrine, one could argue that the Legislature intended the prohibitions in SB 180 to apply everywhere except designated Areas of Critical State Concern. Alternatively, one could harmonize them by pointing to the temporary nature of Section 28 and inferring that the Legislature wanted to create an exemption only from the permanent aspects of the law.

On the other hand, courts have held that where a law specifically provides a rule in one context and excludes it in another, the omission should be interpreted to be intentional. Therefore, the fact that the bill included a specific ACSC exemption from the Section 18 preemption applicable to future hurricanes, and did not include that same exemption in the Section 28 preemption regarding Hurricanes Debby, Helene, and Milton, **most likely will be interpreted by the courts to reflect a legislative decision that the Keys and other ACSC governments are exempt from the Section 18 prohibition relative to future hurricanes (by virtue of Section 21), but not from the Section 28 prohibition relative to hurricanes Debby, Helene, and Milton.** (effectively the entire state).

3. Third, the preemption in Section 28 is **retroactive to August 1, 2024, and ends on October 1, 2027, which means that any Plan or Code changes enacted since August 1, 2024, are invalidated under this law.**

**Any new requirements or procedures are deemed null and void ab initio.**

4. Fourth, as in the Section 18 prohibition for future hurricanes, Section 28 of the law **exempts from this preemption any comprehensive plan amendment, land development regulation amendment, site plan, development permit, or development order that was or is in the future initiated by a private party for their own property.**

5. Fifth, Section 28 creates a cause of action for **any resident of or the owner of a business in a county or municipality** to sue to invalidate and enjoin, including a **preliminary injunction**, any such requirement, and requires the court to grant the Plaintiff their **attorney's fees and costs. Unlike Section 18, it does not authorize a grant of attorney's fees and costs in favor of a local government that wins any such lawsuit.** This uneven playing field creates an inappropriate incentive for a broad array of people or entities to force a repeal of local development standards through the leveraged threat of litigation.

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<sup>3</sup> "When reconciling statutes that may appear to conflict, the rules of statutory construction provide that a specific statute will control over a general statute...." *Florida Virtual Sch. v. K12, Inc.*, 148 So. 3d 97, 102 (Fla. 2014).

<sup>4</sup> *Heart of Adoptions, Inc., v. J.A.*, 963 So. 2d 189, 199 (Fla. 2007); *State ex rel. City of St. Petersburg v. Noel*, 154 So. 219, 221 (Fla. 1934).

6. Sixth, Section 28 states that attorney's fees and costs and damages may not be awarded if the resident or business owner provides the county or city written notice that regulatory action violates this prohibition and the county or city withdraws the action, or notices an intent to repeal it, within 14 days.

This provision is confusing and may be the result of inartful drafting. Unlike section 18, it does not specifically make a pre-suit, 14-day, notice a prerequisite for bringing a lawsuit. So, it can be read to avoid an attorney's fees and costs award against the local government if the written notice is given and the challenged action is withdrawn *after the lawsuit is filed*. Yet, since the attorney's fees provision is set forth in the subsection creating the cause of action for the lawsuit, no attorney's fees and costs under the statute would be incurred unless and until such a suit was brought. Typically, as in Section 18, and as is currently provided in Florida's *Bert J. Harris Private Property Rights Act*, statutes like this seek to avoid lawsuits by requiring a pre-suit notice and encouraging local governments to withdraw or modify the challenged action before a suit is filed.

7. Finally, Section 28 expires June 30, 2028, although the preemption ends on October 1, 2027.

While somewhat unclear, this probably means that, while the prohibition of relevant local government actions ends on October 1, 2027, Plaintiffs can bring suit to challenge any such actions taken in violation of the Act up to June 30, 2028.

### **THREATENS THE ABILITY OF LOCAL MUNICIPAL GOVERNMENTS TO ENFORCE MINIMUM FEDERAL NATIONAL FLOOD INSURANCE PROGRAM (NFIP) STANDARDS**

#### **SECTION 2**

Section 2 creates a new section in Florida law that prohibits local governments from adopting or enforcing "an ordinance for substantial improvements or repairs to a structure which includes a cumulative substantial improvement period." As reported by the Florida Floodplain Managers Association, "cumulative substantial improvement" ordinances are an effective and widely used (122 local governments have such an ordinance) approach to gradually bringing older structures into compliance with modern flood protection standards – thus limiting a community's ability to manage risk and address buildings that experience repetitive flooding, and to reduce its ability to secure flood insurance discounts for its citizens under the National Flood Insurance Program's Community Rating System (CRS). When precluding such discounts, this provision will raise flood insurance costs for Floridians.

## INCREASES DEVELOPMENT ALLOWANCES IN THE FLORIDA KEYS AREAS OF CRITICAL CONCERN

### SECTION 21

1. As it relates to **Areas of Critical State Concern**, Section 21 **increases the amount of permanent residential units that can be built in the Florida Keys Area of Critical Concern and the Key West Area of Critical State Concern from that which can be evacuated in 24 hours or less to that which can be evacuated in 24.5 hours or less.** (p. 41, lines 1161 – 1164).

### SECTION 22

1. Section 22 further implements Section 21 by requiring the Department of Commerce to determine the amount of additional development capacity available under this expanded evacuation time, requires the resulting units to be allocated over at least 10 years among all the Keys' local governments based on the number of vacant buildable lots and each jurisdiction, be **capped at 900, and be “prioritize[d]” for “owner-occupied residences, affordable housing, and workforce housing”.** (Section 22, p. 41, lines 1145 – 1188)

## REQUIRES STUDIES OF IMPEDIMENTS TO REBUILDING

Beyond prohibiting more stringent development standards and procedures, the law makes the following changes to the statutes intended to ultimately repeal existing standards and procedures deemed to be impediments to post-storm rebuilding:

1. Section 18 requires the Office of Program Policy Analysis and Government Accountability (OPPAGA) to study and make recommendations **by December 1, 2025**, for “legislative options to **remove impediments to the construction, reconstruction, or redevelopment of any property damaged** by a hurricane and **prevent the implementation by local governments of burdensome or restrictive procedures and processes.**” (p. 37, line 1067 – p. 38, line 1084).
2. Section 27 **adds an additional requirement for a study of this type**, requiring that the Division of Emergency Management consult with local governments, the Department of Business and Professional Regulation, the Department of Environmental Protection, and any other appropriate agencies to develop recommendations for statutory changes necessary **to streamline the permitting process for repairing and rebuilding structures damaged during natural emergencies**” and provide a **report of its recommendations by July 1, 2026.** (p. 46, lines 1311 – 1320).
3. Section 16 creates section 252.381(9)(a), Fla. Stat. to require local governments to include within their post disaster recovery plans “a **post storm permitting plan** by May 1, 2026 (and to update the plan annually) **to expedite recovery and rebuilding** by providing for special building permit and inspection procedures after a hurricane or tropical storm.” These plans must ensure the availability of adequate personnel to “expeditiously manage post disaster building inspection,

permitting, and enforcement”, “[a]ccount for multiple or alternate locations where building permit services may be offered”, “[s]pecify a protocol to expedite permitting procedures and, if practicable, for the waiver or reduction of applicable fees”

In connection with this plan, each local government must publish on its website a hurricane and tropical storm recovery permitting guide for residential and commercial property owners. As “soon as practicable” following a hurricane or tropical storm, a county or municipality within an area for which a state of emergency was declared shall update its website to include information specific to such storm. (Section 16, p. 30, line 868 - p. 32, line 924). This is an “unfunded mandate”, in violation of art. VII, § 18 of the Florida Constitution.

This change to the law essentially requires local governments to expedite permitting for rebuilding in hurricane-impacted areas.

**4. Section 16 prohibits local governments from increasing building permit or inspection fees for 180 days after a state of emergency is declared. (p. 32, line 925 – p. 33, line 929).**

This discourages local governments from enacting any increases to fees that might be deemed as inhibiting rebuilding, even if those fees would otherwise be due for increases to keep up with costs of enforcement.”

**5. Section 4 prohibits an increase in ad valorem assessments of homesteads for expansions of a certain size.**

The law prohibits an increase in the ad valorem assessment beyond the assessed value “immediately before the date on which” a homesteaded residential structure is “damaged or destroyed by misfortune or calamity” as long as the home is not expanded beyond 130% of the square footage prior to the improvement or increased beyond 2,000 square feet. (Section 4, p. 10, lines 285 – 290). The previous figures were 110% and 1,500 square feet.

This change removes a potential disincentive for property owners to rebuild larger structures in hurricane-impacted areas.

## **CONCLUSION**

This new law is devastating to the ability of all local governments to make changes to their plans or codes needed to protect public safety, improve community resilience, or reduce property damage and public clean-up and recovery costs, or for any other issue. Governments that exercise their planning authority in any manner that is arguably more restrictive or burdensome are likely to face legal challenges, and potentially, liability for fees and costs. It is the opposite of what most land use and emergency preparedness and recovery professionals would believe is needed in Florida. It is one of the most dangerous and ill-conceived pieces of planning-related legislation adopted in modern times in Florida. Given the geographic scope and frequency of

federal disaster declarations and hurricane tracks in Florida, the law could perpetually freeze all comprehensive plans and land development codes in place and forever preclude any improvement to development standards, regardless of their importance to public safety or other compelling issues. A concerted effort will be required to bring the breadth of this new law's restrictions to the attention of the Florida Legislature and urge the passage of amendments that allow local governments to continue to engage in responsible and necessary land use and development planning and regulation without unduly restricting the ability of citizens to rebuild hurricane-damaged structures.

Absent a legislative fix, local governments that have identified currently allowable uses, densities or intensities, or development standards that are inadequate to protect public safety or health or ecological health would be well-advised to begin preparations to enact necessary changes to the Comprehensive Plan or Development Code immediately upon the expiration of the preemptions set forth in SB 180, and enact them through all required procedures prior to the landfall of the next hurricane that would then freeze the existing rules in place for another year.

Alternatively, local governments could prepare and adopt planning and regulatory changes that alter existing standards and procedures in a manner that is *different* (that may achieve the planning or regulatory objective in another way) but not “more restrictive or burdensome”, while establishing a clear basis for why this is the case. It is recognized, however, that the cost and burden of having to defend such measures in court may dissuade many local governments from even attempting to improve their plan and code. That of course is the troubling impact of this ill-conceived law.

Planning and regulation decisions are made with adequate public notice, stakeholder dialogue, studies, and eventual adoption of the approach that is best for a community. It can take years from concept to final legal adoption, and local governments and their constituents are constantly at some point in that process. Yet under this law, months and perhaps years of effort by local staff, citizens, regulated interests and elected officials, can come to a halt as regulatory power can disappear from one day to the next. Plan or Code changes adopted after hard-gained consensus can be voided by one person who deems them more restrictive or burdensome. Local governments that adopted plan amendments that are not prohibited by the new law may find themselves unable to adopt the more detailed land development code changes needed to implement those plan amendments – although they are required by law to do so within one year of the adoption of the plan changes. Exactly what state law must be followed is unclear. Local governments currently at any stage of preparing plan or code amendments have to wonder if they can continue to move forward – as a future hurricane could completely derail and waste their efforts.

Florida is widely known to be the state most at risk of hurricane damage, rising seas, unaffordable insurance and other threats of a changing world. Confoundingly, Senate Bill 180 removes our ability to meet those challenges. Our state's economic future depends upon a repeal or substantial rewrite of this very ill-conceived law. **To find out more, please visit [1000fof.org/priorities/restorecommunityplanning](http://1000fof.org/priorities/restorecommunityplanning).**



## MEMORANDUM

AGENDA ITEM #VI.A

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DATE: SEPTEMBER 22, 2025

TO: COUNCIL MEMBERS

FROM: STAFF

SUBJECT: ATTENDANCE FORM

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Information only.



South Florida Regional Planning Council  
1 Oakwood Boulevard, Suite 250, Hollywood, Florida 33020  
954.924.3653 Phone, 954.924-3654 FAX  
[www.sfrationalcouncil.org](http://www.sfrationalcouncil.org)

# 2025 ATTENDANCE RECORD

<b>COUNCILMEMBERS</b>	<b>MC 01/27/25</b>	<b>*B MPO 02/28/25</b>	<b>3/17/25</b>	<b>** 4/24/25</b>	<b>MDC TPO 5/19/25</b>	<b>6/16/25</b>	<b>7/21/25</b>	<b>** 8/27</b>
<b>CAPLAN, Franklin</b> Councilmember, Key Biscayne Secretary	VP	P	P	P	P	P	P	P
<b>CATES, Craig</b> Monroe County Commission	P	VP	*	VP	*	*	VP	—
<b>CORRADINO, Joseph</b> Mayor, Village of Pinecrest	*	*	*	*	*	VP	*	—
<b>FURR, Beam</b> Broward County Mayor	*	P	P	P	P	P	*	—
<b>GARCIA, René, 1<sup>st</sup> Vice-Chair</b> Miami-Dade Co. Commission	*	D/VP	D/VP	P	D/VP	*	P	VP
<b>GELLER, Steve, Past Chair</b> Broward County Commission	P	P	*	P	P	P	P	P
<b>GILBERT, III, Oliver G.</b> Miami-Dade Co. Commission	A	A	A	A	A	A	A	—
<b>GOLDBERG, Cary</b> <i>2<sup>nd</sup> Vice Chair</i> Governor's Appointee, Broward	VP	*	*	VP	*	VP	VP	P
<b>HORLAND, Denise, Treasurer</b> Commissioner, Plantation	P	*	*	*	P	P	*	P
<b>KAUFMAN, Samuel</b> Commissioner, Key West	VP	*	VP	VP	VP	*	VP	—
<b>LINCOLN, Michelle</b> <i>Chair</i> Monroe County Commission	P	P	P	*	P	P	P	VP
<b>McGHEE, Kionne L.</b> Miami-Dade Co. Commission	A	A	A	A	A	A	A	—
<b>RODRIGUEZ, Maria</b> Commissioner Pembroke Pines	—	P	P	P	P	VP	VP	—
<b>UDINE, Michael</b> Broward County Commission	VP	P	VP	VP	*	VP	*	—

## 2025 ATTENDANCE RECORD

<b>EX-OFFICIO MEMBERS</b>	<b>MC</b> 1/27/25	<b>*B MPO</b> 02/28/25	3/17/25	<b>**</b> 4/24/25	<b>MDC TPO</b> 5/19/25	6/16/25	7/21/25	<b>**</b> 8/27
<b>DAVILA, Sirena</b> Florida Dept. of Environmental Protection	D	D	VP	VP	D/VP	D/VP	VP	VP
<b>HUYNH, Dat</b> Florida Dept. of Transportation, Dist. 6	VP	VP	VP	VP	P	D/VP	VP	VP
<b>VILABOY, Armando L.</b> South Florida Water Management District	VP	D	*	VP	VP	VP	VP	VP

A majority of the meetings were physical/virtual meetings

P = Present

VP = Virtually Present

A = Absent

D = Designee Present

\* = Excused Absence

- = Not Yet Appointed

MDC = MIAMI-DADE COUNTY

MC = MONROE COUNTY

MD TPO =Miami-Dade Transportation Planning Organization

B MPO = Broward Metropolitan Planning Organization

\* Joint Meeting

\*\* Exec. Committee/Workshop only