

BROWARD COUNTY PUBLIC SCHOOLS  
BOND OVERSIGHT COMMITTEE

NORTHEAST HIGH SCHOOL  
MINI AUDITORIUM - BUILDING 30  
700 NE 56TH STREET  
OAKLAND PARK, FLORIDA 33334  
MARCH 21, 2024  
5:52 P.M. - 7:58 P.M.

ATTENDANCE:

Robert G. Nave, Florida TaxWatch, VP of Research  
Michael F. McIntyre, AECOM  
Cody Kiess, AECOM  
Armen Soltanian, Atkins  
Shelley Meloni, Director Pre-Construction  
Deborah Czubkowski, Chief Facilities Officer  
Omar Shim, SBBC Capital Budget Director  
Erum Motiwala, Chief Financial Officer  
Jennifer Andreu, Executive Director, EDDC  
Denise Mincie-Mills, EDDC  
Yvonne Garth, Garth Solutions, President/CEO

BOND OVERSIGHT COMMITTEE MEMBERS:

Steve Hillberg, P.E., Civil Engineer  
Chief Tommy Demopoulos, Fire Chiefs Association of  
Broward County  
Parth Patel, CGFO  
Latha Krishnaiyer, Broward County Parent Teachers  
Association  
William A. Tracy, Building Official, City of Parkland

Reported by:  
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1 MR. HILLBERG: Okay. Welcome to the Bond  
2 Oversight Committee Meeting of March 21st, 2024.  
3 This brings up the School Board SMART Bond  
4 projects up until December 31st, 2023.

5 Our first item is Call to Order, which we've  
6 just done.

7 Approval of Minutes for the last prior  
8 meeting, December 21st. Do I have a motion?

9 MS. KRISHNAIYER: So moved.

10 MR. HILLBERG: Do I have a second?

11 MR. TRACY: Second.

12 THE COURT: All in favor?

13 COMMITTEE MEMBERS: Aye.

14 MR. HILLBERG: Opposed?

15 (No response.)

16 THE COURT: The meeting minutes from the last  
17 meeting are approved unanimously.

18 So the next item is Mr. Adam Rabinowitz, the  
19 former chair has resigned. He was having trouble  
20 making these meetings due to his extensive trial  
21 schedule. He was a founding member of the board,  
22 the only one left. We're going to miss him and  
23 his institutional knowledge and his expert  
24 guidance of the board.

25 Which brings us to our next item is the

1 Selection of Officers. I did want to say I'm  
2 filling in. I have been filling in when Adam is  
3 out. I don't mind continuing in that role. If  
4 there is someone that for resume purposes or  
5 whatever reason that they really want to lead or  
6 chair this committee I would be glad to help  
7 them.

8 MS. KRISHNAIYER: Yeah, if we need to do it  
9 formally, I don't know if we do, I nominate Steve  
10 to be the chair of the Bond Oversight Committee.

11 CHIEF DEMOPOULOS: I'll second that motion.

12 MR. HILLBERG: Okay. All in favor?

13 COMMITTEE MEMBERS: Aye.

14 MR. HILLBERG: All opposed?

15 (No response.)

16 MR. HILLBERG: Once again, unanimous. Thank  
17 you, I think. And off we go.

18 So vice chair, we need a vice chair.

19 MR. TRACY: I nominate Mr. Demopoulos.

20 CHIEF DEMOPOULOS: Sorry, you didn't  
21 pronounce the name right, so --

22 MS. KRISHNAIYER: I second that.

23 MR. HILLBERG: Okay. So all in favor of  
24 Tommy Demopoulos being the vice chair?

25 COMMITTEE MEMBERS: Aye.

1 MR. HILLBERG: All those opposed?

2 (No response.)

3 MR. HILLBERG: And, once again, unanimous.

4 We have an agreeable group.

5 Okay. So we still are -- we still have room  
6 for other people on the chair -- I mean, on the  
7 committee.

8 Omar, I think you're kind of leading that  
9 effort. Do you want to give us an update?

10 MR. SHIM: Omar Shim, Director of Capital  
11 Budget. Yeah, I actually emailed our general  
12 counsel about the Florida Bar position and so  
13 we're sort of working through that and trying to  
14 get resumes for that position. The other  
15 positions I'm having trouble with what --  
16 getting, I guess, participation. A lot of the  
17 people that we do know are people who are doing  
18 or trying to do business with the school  
19 district. So I'm open to any -- anyone,  
20 including our audience or anybody else, that  
21 knows anybody in those areas that are listed.

22 MR. HILLBERG: Is there any committee  
23 comment?

24 MS. KRISHNAIYER: Yeah, I was just wondering,  
25 Omar, at that meeting on Tuesday there was a

1 gentleman, like I said, sitting next to me, he  
2 was heading the minority whatever. He's a  
3 volunteer, obviously. Maybe we could contact him  
4 and find out. He's the chair of that committee.  
5 I do not know his name, but we can find out who  
6 he is. You would know. And maybe through him we  
7 can get someone. Either he would be eligible or  
8 someone else.

9 MR. SHIM: Thank you. We will follow up.

10 CHIEF DEMOPOULOS: I want to make a follow-up  
11 comment. Just, you know, it's been a while since  
12 all of these -- I think since I've started we've  
13 had quite a few vacancies. I know there was  
14 resolutions. The resolution was revised not that  
15 long ago in an attempt to take out some positions  
16 that weren't represented or that we had some  
17 problems getting representation and putting some  
18 others that maybe would be a little easier.

19 So I would stress the importance. It is  
20 disappointing, not to have the same people up  
21 here, but to continuously have the same  
22 experiences and conversations and it would be  
23 extremely nice and beneficial, I think, to not  
24 just the group, the program, to the taxpayers, to  
25 have representation of all of these disciplines

1 and associations. So some guidance, please, or  
2 some stresses to please do what you can. I'll  
3 make some more phone calls, personally, for some  
4 of these, and I think we all would probably share  
5 that responsibility, but, ultimately, it's your  
6 responsibility to do that, and it's been a very  
7 long time. So we need some closure on that,  
8 please.

9 MR. HILLBERG: I did reach out to someone  
10 that teaches specialty needs children and asked  
11 for a recommendation and I'll follow up with  
12 that.

13 Okay. We can move on to Ethics Training. We  
14 have a flyer that shows the status and Parth is  
15 good and Tommy is good and the rest of us need to  
16 complete the training. I did it today. I don't  
17 know if it went through. I'll do it again if  
18 necessary. But I'm sure that's not a big deal  
19 and we need it.

20 MS. KRISHNAIYER: I did try and I can try  
21 again. I tried several times in one day and it  
22 didn't go through. So I have no idea why. And I  
23 will try again.

24 MR. SHIM: If anybody has any issues with it  
25 I could reach out to our, I guess it's

1 professional development, and have them work with  
2 you on that.

3 MS. KRISHNAIYER: Sure.

4 MR. HILLBERG: Okay. Now we move on to  
5 Presentations.

6 Now, before we jump into it, I was confused  
7 last time. I want to avoid that again. So at  
8 what point should I break for Mr. Nave; after  
9 each bullet or -- it seemed like we got through  
10 all the bullet items last time and I was -- I was  
11 lost.

12 MR. SHIM: That's up to you guys.

13 MR. HILLBERG: I'll watch Mr. Nave and if he  
14 raises his hand I'll stop -- stop the train.

15 All right. First we have Quarterly  
16 Highlights from Facilities and AECOM.

17 MR. McINTYRE: Florida TaxWatch recommended  
18 District's Chief Facilities Officer brief the  
19 Bond Oversight Committee at its March 21st  
20 meeting of the District's contingency plan to  
21 complete 19 Primary Renovation projects. The  
22 briefing should address the source and amount of  
23 non-GOB funds required to complete these  
24 projects. Response to Recommendation 1 is that,  
25 although these projects are still -- will still

1 be in progress after the SMART Program is  
2 complete in October of '25, these projects are  
3 funded and will continue implementation with the  
4 Capital Program. So they will move forward.  
5 These projects (Bennett ES, Glades MS, and North  
6 Fork ES) currently listed in "Planning" were  
7 placed on hold and were recommended for  
8 completion through the Long-Range Planning  
9 process due to their scope and the complexity of  
10 that scope. The projects still in progress after  
11 October '25 will be managed by the District's new  
12 organizational chart, and if additional  
13 specialized or technical assistance is required,  
14 the District will procure that assistance as  
15 needed.

16 MR. HILLBERG: Yes, Mr. Nave.

17 MR. NAVE: Yeah, I'm trying to understand --

18 MR. HILLBERG: You need a microphone, please.

19 MR. NAVE: Sorry. I'm just trying to  
20 understand the mechanics of what happens on  
21 October 31st, 2025. We know that there are going  
22 to be 19 or so projects that will go beyond that,  
23 but -- and the board has made clear its  
24 expectation that all the SMART Program activities  
25 are done by that date. So on November 1 of 2025



1 does the SMART Program just go away and these  
2 projects just kind of fall under the normal  
3 business of -- of Facilities construction? And  
4 what does that mean for the Bond Oversight  
5 Committee? Does it still exist? Does it go  
6 away?

7 MR. HILLBERG: I was wondering the same  
8 thing, if it -- I don't see the need to stick  
9 around for four projects and have all these  
10 people and all this brainpower focus on four  
11 projects.

12 Yes, Omar.

13 MR. SHIM: I'll double check what the  
14 resolution says, but I believe that it was for  
15 the duration of the SMART Program or the actual  
16 bond program. So with that being the end, that  
17 would indicate that the -- that the purpose of  
18 the Bond Oversight Committee would have run its  
19 course. So, you know, beyond that, I don't know.

20 MR. HILLBERG: Okay. And, also, to build on  
21 that, I was questioning, if the projects are in  
22 final completion, there's really no more work to  
23 be done, meaning, the construction work is over,  
24 it's all paper closure, I think. Do -- I mean,  
25 is that -- we don't need to be here for that, I

1 don't think, because it's kind of -- it seems to  
2 be an automatic process that we don't -- we don't  
3 see.

4 Yes?

5 MS. CZUBKOWSKI: Deborah Czubkowski, Chief  
6 Facilities Officer. So what's going to happen  
7 is, by the deadline we are still going to have  
8 some projects that are not going to be completed.  
9 So our staff is prepared to start working with  
10 AECOM for a transition, so that once AECOM leaves  
11 we can take over those projects. But some of  
12 them will not be in closeout, necessarily, as  
13 these four are in planning right now and will  
14 just be getting started probably by then. So we  
15 are going to have probably some projects at  
16 different phases of construction.

17 MR. HILLBERG: Okay. Thank you.

18 MR. NAVE: But my recollection of the  
19 resolution, it doesn't make a distinction between  
20 bond money and non-bond money. The resolution  
21 says that all SMART Project activities will be  
22 done, including the physical close out by October  
23 31. So --

24 MR. HILLBERG: We have a gray area.

25 MR. NAVE: Yeah.

1 MR. HILLBERG: But Omar's going to solve that  
2 for us.

3 So during this lull I wanted to go back, I  
4 was remiss. We have a new person, Mr. McIntyre.  
5 Would you introduce yourself? I know you're  
6 taking over for Kathleen, and we wish her the  
7 best.

8 MR. McINTYRE: Yes, Kathleen has been  
9 promoted and moved on. My name is Michael  
10 McIntyre, I'm a vice president with AECOM. I  
11 have been associated with this program for four  
12 and a half weeks. I'm learning how to breathe  
13 under water to a degree. And right now I'm  
14 commuting to a degree from Richmond, Virginia  
15 where I run the program while I hunt for an  
16 apartment.

17 MR. HILLBERG: Okay.

18 MR. McINTYRE: I've been in the business for  
19 36 years representing public clients, always on  
20 the local government side, with the majority of  
21 those clients being school district's or cities  
22 with school programs.

23 MR. HILLBERG: Okay. Thank you. Welcome.

24 MR. McINTYRE: Thank you.

25 MR. HILLBERG: We're not going to pause with

1 the hard questions, though.

2 MR. McINTYRE: That's why I'm here.

3 MR. HILLBERG: Okay. Status and Timeframes  
4 of Remaining Safety and Security Projects.

5 MR. McINTYRE: We have Recommendation 2.  
6 TaxWatch actually had three recommendations that  
7 they submitted. Recommendation 2, I'm going to  
8 actually hand to Cody, one of our team leads with  
9 AECOM. He knows these projects.

10 MR. KIESS: So recommendation Number 2 from  
11 Florida TaxWatch recommends the District'S Chief  
12 Facilities Officer brief the Bond Oversight  
13 Committee on the conditions that warrant the  
14 assignment of a "high" level of risk, and what is  
15 being done to mitigate that risk at the schools  
16 listed below. We've given you a detailed  
17 response on each one. I'm not going to read it  
18 out unless you guys have specific questions on  
19 each one, but we did give you a thorough update.

20 MR. HILLBERG: Is Mr. Nave satisfied with the  
21 response?

22 MR. NAVE: Well, I mean, we have people that  
23 are watching this meeting on BECON that have no  
24 idea what the resolution is. So our  
25 recommendation was that they brief the Bond

1 Oversight Committee on what's the nature of the  
2 risk and what's being done to mitigate the risk.  
3 And the District, historically, has shown up with  
4 something to give you instead of briefing you on  
5 what's going on.

6 So, no, our intent in making that  
7 recommendation is that you guys get briefed on  
8 those five high-risk schools. But, I mean, you  
9 guys are the committee, if you want to accept  
10 their submittal and go on, you guys can do that.

11 MR. HILLBERG: To be honest, I didn't see the  
12 submittal, so I don't know.

13 MR. KIESS: Okay. I can read it off for you  
14 guys if you'd like, or if you would like to --

15 MR. HILLBERG: What does the committee think?  
16 Do we want to hear the response?

17 CHIEF DEMOPOULOS: I'd like to hear it. I  
18 mean, I don't know if you need to read every  
19 word.

20 MR. KIESS: Sure. So at Collins Elementary  
21 School the item that caused the risk level to be  
22 raised to high is the redesign of the bathrooms  
23 for Building 4. There was some structural issues  
24 with the existing restroom that was supposed to  
25 be upgraded to an ADA restroom. We came into

1 different design changes that had to happen. In  
2 doing that the (ASI) 6 was issued and approved  
3 and a Construction Change Directive, which is  
4 known as a CCD, was issued. The contractor is  
5 going to remobilize now that the shop drawings  
6 are approved. And now that there is a mitigation  
7 strategy for this we've lowered it back to medium  
8 risk because there is still a delay to the  
9 original scope. But we now have a plan and are  
10 able to move forward with it since we have  
11 approved drawings, we have an approved  
12 Construction Change Directive and we can move  
13 forward.

14 CHIEF DEMOPOULOS: Just real quick, because I  
15 was -- I promise you I was paying attention, but  
16 problems with the ADA restrooms or making it ADA?

17 MR. KIESS: Correct. Yeah, so the original  
18 scope was to upgrade the restroom that was there  
19 to be ADA compliant. And in doing that we ran  
20 into different design issues that it wouldn't  
21 work and we had to redesign it. Literally, bring  
22 it down to dirt and start from scratch. Because  
23 it is an existing condition.

24 MS. KRISHNAIYER: Just a question, you may  
25 not have the answer to it, but why wasn't this --

1 I know it's an older school, Collins, but why  
2 wasn't this compliant, ADA compliant all this  
3 time?

4 MR. KIESS: So the ADA compliance may not  
5 have been in effect at the time when it was  
6 built, and until you upgrade it it's maintained  
7 and grandfathered in for the most part until you  
8 do upgrade the restroom. So part of the changes  
9 were to make it ADA compliant.

10 CHIEF DEMOPOULOS: I guess my follow-up  
11 question would be, during pre-construction  
12 discussions, during all this pre-stuff, I mean,  
13 we're definitely years into all these projects,  
14 how is it that none of that was found,  
15 discovered, hashed out, hey, we can't do this,  
16 oh, hey, we have to do these certain things prior  
17 to? I just -- ADA is a pretty big thing, as you  
18 know, it's not like -- it's a little  
19 construction, I'm just not sure.

20 MR. KIESS: With the age of this school and  
21 the existing facility you don't have great  
22 documentation from all of those years ago of  
23 as-built drawings which may show what's  
24 underground and truly reflect what's actually  
25 there. So once you demolish the existing slab to

1 get to your underground utilities that you need  
2 to be able to connect to you encounter things  
3 that you did not expect or you thought that it  
4 was one way and it's not once you cut it open. I  
5 mean, these are buildings from the '60s, '70s and  
6 '80s that may not have as-builts that reflect.  
7 If there are as-builts they may not reflect the  
8 true condition of it.

9 MS. KRISHNAIYER: I was going to wait to --  
10 when I give my report about, you know, the board  
11 meeting, but the board recommended that if  
12 schools are on a high level of risk that a weekly  
13 update be provided to us. And once they move off  
14 that then it could be monthly. So I'm just  
15 bringing it up while we were discussing it, that  
16 the school board recommended that you provide us  
17 with a weekly update and, obviously, the school  
18 board also.

19 MS. CZUBKOWSKI: So I apologize for that. I  
20 will look into it. We have been notifying the  
21 board via the Superintendent's weekly newsletter.  
22 So I'll make sure that it's being transferred to  
23 you as well.

24 MS. KRISHNAIYER: Okay.

25 MS. CZUBKOWSKI: Yeah.



1 MR. KIESS: Okay. If there are no other  
2 questions on Collins I'll move on to Lloyd  
3 Estates Elementary School. Some of my responses  
4 on Lloyd Estates are going to be limited because  
5 there has been a lawsuit that was filed against  
6 the district and the district is dealing with the  
7 general counsel's office and working with the  
8 contractor that is demobilized, as well as the  
9 architect in resolution of the claim. And  
10 because of the outstanding legal issues and the  
11 work being stopped this is at a high risk. And  
12 until the legal issues are resolved we will not  
13 be able to move forward.

14 CHIEF DEMOPOULOS: Are you allowed to say  
15 where the project is? Like, is it design; is it  
16 near finalization; is it --

17 MR. McINTYRE: Mid-construction.

18 CHIEF DEMOPOULOS: Mid-construction?

19 MR. McINTYRE: I would say it's near  
20 mid-construction. So we are in the ground. We  
21 have work going on. But we have -- we have  
22 dueling litigation issues, so the project is at a  
23 standstill until there's -- there's some  
24 resolution.

25 MR. KIESS: Okay. Unfortunately, with

1 Pasadena Lakes Elementary, this project is more  
2 towards its 90 percent of completion but there  
3 is, again, a legal issue that we are currently in  
4 negotiations with the architect on and potential  
5 litigation. Until those items are resolved with  
6 the architect, there is design changes, there is  
7 punch list, there is substantial completion  
8 inspection. There's different things that need  
9 to happen that cannot happen without the  
10 architect being involved. So until those legal  
11 issues and the architect comes back to the table  
12 -- while the contractor is ready to go, they can  
13 only go so far without the architect completing  
14 their portion of the work.

15 MR. McINTYRE: This is a case where the  
16 contractor has done their job and the architect  
17 has requested and been denied additional services  
18 and has decided to stop work on their own. So  
19 certain activities of the contractor cannot move  
20 forward because they require architect's  
21 approval, architect's signature. So we're trying  
22 to work through that legal issue. And we are  
23 looking at multiple options. None of them are  
24 particularly good. But we're looking at what the  
25 best, sort of the Sears commercial, good, better,

1 best, of what the best option might be to move  
2 the project off of dead center and move it  
3 forward.

4 MR. HILLBERG: How close are you to  
5 considering replacement?

6 MR. McINTYRE: That is on the table, but the  
7 way replacement works is we would have to find an  
8 architect that would be willing to take on the  
9 complete liability of the project to day 1. We  
10 could find that architect, but we could never  
11 afford that architect. You can buy anything if  
12 you've got enough money. We don't have enough  
13 money to buy that architect to pick that project  
14 up from day 1, to own that liability. That's --  
15 that's part of the problem.

16 MS. KRISHNAIYER: Does this architect that is  
17 not completing the work have any other projects?

18 MR. McINTYRE: Yes. We are in a very  
19 difficult position on the program where we have  
20 limited architects and engineers and we have  
21 limited constructors. So we have numerous  
22 projects where we have troubled architects,  
23 troubled engineers, and troubled contractors that  
24 are on other projects. Fortunately, it's project  
25 by project. So we could have a troubled

1 contractor on one but they're doing fine on  
2 another. We could have a troubled architect on  
3 one but they're doing fine on another. And we  
4 have a couple cases where they're just troubled  
5 across the board. So we have a basketful of  
6 different types of project issues right now.

7 Part of it -- part of it comes from that we  
8 have limited market exposure at this point.  
9 There are fewer and fewer professionals that --  
10 that are willing to engage.

11 CHIEF DEMOPOULOS: May I ask why do you think  
12 that is? I mean, we get engineer drawings,  
13 architectural drawings all the time in our city.  
14 I don't know that there's a staffing shortage out  
15 in the State of Florida. Is it just the school  
16 district that they don't want to do business  
17 with?

18 MR. McINTYRE: After four and a half weeks  
19 here I could start to surmise. But my sense is  
20 from what I'm hearing and reading it's over the  
21 history, going long before this administration,  
22 the history of the program, the troubles have --  
23 that contractors have had, architects have had,  
24 has reduced the willingness of the marketplace to  
25 engage. And I think just over time it has

1 compounded. I don't know if you could say  
2 there's a single issue. I think it's just a long  
3 program, a lot of projects. By definition in  
4 this industry school renovations are the most  
5 difficult projects in the business. Hands down,  
6 nothing is more difficult than school  
7 renovations. You have a day to be complete. You  
8 don't have multiple options. You've got one day  
9 you have to be done by. And if it's summer work,  
10 good luck. So you start to look at the type of  
11 work, you have the compounding issues, you start  
12 to lose traction with the marketplace.

13 Right now we're looking to work through that  
14 and gain traction with the marketplace.

15 I hope that helps.

16 MS. KRISHNAIYER: So as I understand it, it's  
17 not only the reluctance to work with the school  
18 district but it's the complexity of the jobs.

19 MR. McINTYRE: It's all of that. It's the  
20 complexity, it's previous problems where  
21 contractors have had difficulty completing the  
22 projects because of architects, or architects  
23 having difficulty completing their projects  
24 because of contractors, and those become  
25 compounding issues. And eventually there's other

1 work that those contractors and architects can go  
2 perform.

3 MR. KIESS: Are there any other questions on  
4 Pasadena Lakes Elementary?

5 (No response.)

6 MR. KIESS: All right. I'm going to move on  
7 to Riverglades Elementary. On this one, as you  
8 can see, in the last couple weeks we have more  
9 pending legal issues. The contractor has  
10 demobilized at Riverglades Elementary School, was  
11 placed on notice for demobilizing when they  
12 should not have demobilized. Their potential  
13 liquidated damage assessment that was done was  
14 based on the contractual maximum amount of  
15 liquidated damages that could be withheld due to  
16 the delays on the project and the contractor's  
17 liquidated damages amount that was assessed at  
18 the time was higher than the contractual value  
19 left on the project. And when the contractor  
20 realized that there's no money left with the LDs  
21 being withheld and they were not going to get any  
22 more payment, they walked off.

23 That's a breach of their contract. They have  
24 been placed in breach of contract. We've done  
25 what we can to get them back to the table. They

1 submitted a time impact analysis. The time  
2 impact analysis will help to explain the delays  
3 from the contractor's view of what got them to  
4 being this far over their substantial completion  
5 date. When they submitted it it was marked  
6 revise and resubmit and there was missing  
7 supporting documentation that would justify the  
8 delays that they have had on it. So we have done  
9 another analysis on the liquidated damage amount  
10 that -- actual damages to the district, in an  
11 effort to see if there is some room that we can  
12 work with. Because liquidated damages are not  
13 meant to be punitive, they're meant to be actual  
14 damages. So to provide an actual cost damage  
15 analysis to see if that would be something that  
16 we could get them back to the table. We did  
17 issue a construction change directive to get part  
18 of the fire alarm change order portion of the  
19 work moving. They have refused to move on the  
20 change order -- or the construction change  
21 directive that is legally binding, but they have  
22 not come back. And the fire alarm subcontractor  
23 actually returned all the purchased fire alarm  
24 devices, which they bought them much cheaper at  
25 the time, they've returned them. They do need to

1       come back to work because they're still  
2       contractually obligated to finish the work, and  
3       now they're going to pay more cost to get it  
4       which is going to be at their own cost. That is  
5       not a cost that the district should be absorbing.

6               But, as you can see, there's several  
7       different issues going on at this project, all  
8       being related to the length of time this project  
9       has gone on and they've missed their substantial  
10       completion dates. This contractor has been  
11       placed on notice several times for the delays,  
12       for the issues, nonconforming work that they have  
13       completed that the architect has issued. And  
14       until these issues can be resolved their -- their  
15       work is not going to continue until we can get  
16       the contractor back to the table and remobilize  
17       and finish the work.

18               MR. HILLBERG: Is there pressure on their  
19       bond?

20               THE WITNESS: So we have notified their bond.  
21       We've sent for demands for correction of the  
22       defaults. That also gets a little tricky, too,  
23       because once you have the liquidated damages  
24       amounts that are withheld, the bonding company  
25       still has an amount that they can work with to



1 complete the work. So we've had it where the  
2 bonding companies are able to, you know, help and  
3 get people back to the table, and we've had them  
4 where they're a little more reluctant and still  
5 not getting us to where we need to be. And we're  
6 trying to work through that now.

7 MR. McINTYRE: The surety bond is and should  
8 always be the last resort. Surety bonds have  
9 changed over the years. And how they operate  
10 have changed over the years. The bond -- at one  
11 point a surety bond was for the work. Surety  
12 bonds now are for the cost of the work. And all  
13 that surety is liable for is the contract  
14 balance. They have an upset limit. So if it  
15 costs them more to do the remaining work, they  
16 are only liable to the upset limit, meaning the  
17 remaining contract value, and then they will walk  
18 away. And now you're in lawsuit number two to  
19 bring the surety back to the table. And as  
20 everybody knows, you fight an insurance company,  
21 you're starting 10 points down. So you try not  
22 to go there unless that's the last resort. You  
23 contact them, they try to bring the contractor  
24 back to the table because it's in the surety's  
25 best interest. But in the end, if you have to

1 pull the bond, if you actually have to file a  
2 claim, that starts a whole new world.

3 We've gone there. We have pulled bonds on  
4 the program, but you don't go there unless you're  
5 ready and you have to. It's the last resort.

6 CHIEF DEMOPOULOS: Okay.

7 MS. KRISHNAIYER: How much work is left to be  
8 done?

9 MR. KIESS: Unfortunately, there's only about  
10 another about 8 percent of the work that needs to  
11 be completed. It's strictly related to these  
12 fire alarm devices that need to be added, and  
13 there are -- and once those fire alarm devices  
14 are added and we certify the new system, then  
15 we'll have to demolish the existing system that's  
16 there and we're pretty much out of there other  
17 than punch-outs.

18 MS. KRISHNAIYER: That's a major safety  
19 issue.

20 MR. KIESS: You do have the existing fire  
21 alarm system that is there. It's active. It's  
22 working. It is not touched until the new system  
23 is brought on-line and certified and we do an  
24 actual changeover to the new system. So you do  
25 have an active fire alarm in that school.

1 MR. McINTYRE: So if we can get this moving,  
2 for a period of time there'd be two systems.  
3 Until the new system has been tested out, checked  
4 out and has stood up for a period of time, only  
5 then would the original system be taken down.  
6 You want to wait until it's been operating for a  
7 short period of time, debug it, so to speak, and  
8 then you take down the original.

9 MS. KRISHNAIYER: Well, Tommy's the expert,  
10 so --

11 CHIEF DEMOPOULOS: Nothing to add.

12 MR. KIESS: Okay. On Virginia Shuman Young  
13 Elementary School there is a -- there's two TIAs,  
14 actually, in the system that are being processed  
15 now for a myriad of issues that they have come  
16 across along the way. The outstanding issue is  
17 the fire alarm and the fire alarm shop drawings.  
18 We've had multiple reviews and revise and  
19 resubmits from the building department back to  
20 the contractor. They are back in the building  
21 department for review. Hopefully, they are  
22 approved this time and we can get that same work  
23 completed. It's finishing the fire alarm system,  
24 that once that system is completed, certified,  
25 tested, it's all good to go, then we have to

1 demolish the old, the existing system. We also  
2 have some HVAC items that are being closed out,  
3 as we speak. We are still working on those. And  
4 part of the high-risk level was the change order  
5 resulting from the temporary cooling that was  
6 required. This project had temporary cooling  
7 that was required just after COVID that required  
8 fresh outside air to be provided for temp cooling  
9 into the classrooms. That was not a part of the  
10 original contract. And due to the changes in  
11 COVID requirements for having fresh outside air,  
12 we issued a construction change directive that  
13 would have the contractor install a temporary  
14 cooling system that brought in outside air. So  
15 instead of just recirculating air that's in a  
16 classroom you're bringing in fresh air. So there  
17 is a cost that's attributed to that. And that  
18 change order will be going to corp shortly, but  
19 we have to complete the HVAC work. As soon as  
20 that's done we'll process the construction change  
21 directive. So there is a plan to mitigate the  
22 risk on both of those items and as soon as they  
23 are resolved they will drop back to a medium.

24 CHIEF DEMOPOULOS: I have a question. Not  
25 about this specific, but you mentioned

1 resubmitting plans to the building department.  
2 And we haven't talked about it in a while, but  
3 how is the building department doing with plan  
4 reviews? I remember way back when, you know, it  
5 was taking eight to 10 to 12 times for these  
6 submissions to go through the building  
7 department. I know they implemented a  
8 pre-construction type meeting in an effort to try  
9 to bring that back down.

10 MR. KIESS: Are you specifically referring to  
11 the fire alarms or --

12 CHIEF DEMOPOULOS: No, in general.

13 MR. KIESS: So, in general, we have worked  
14 with the building department, the chief building  
15 official, the chief fire official that any time  
16 that we receive a second review that that  
17 triggers a standup review. And getting that  
18 standup review together where you're pulling in  
19 the building reviewer, the mechanical, the fire,  
20 whoever has the comments, or if there's multiple  
21 comments, we all come to the table, somebody from  
22 AECOM, whoever's assigned that project, the  
23 actual project architect, the project contractor,  
24 the appropriate subcontractor, whether it's fire  
25 or mechanical, and we sit down at the table and

1 we talk through the actual commentary there and  
2 we try to leave that room with something that's  
3 approvable there and just make a formal  
4 resubmission, answer the comments in the system.  
5 We're doing much better from that aspect. There  
6 is no 12 and 13 submissions that we used to have.

7 MR. DEMOPOULOS: What are we at? And maybe  
8 that's not a question for you. I don't know if  
9 that's a question for the District. I would love  
10 a further breakdown to be able to figure out  
11 where we are at. Because I know working with the  
12 fire department that reviews plans I would have  
13 fired multiple people by now if we were reviewing  
14 12 times. And I don't mean that in a joking way.  
15 That is a disservice to the customer, and the  
16 customer is the reviewer. So it's only hurting  
17 themselves.

18 MR. McINTYRE: We can try to get you a report  
19 on review status, how many times it goes to  
20 review. The process of going through reviews is  
21 better. Everything I'm reading is telling me  
22 it's gotten better. There are fewer.

23 That's not to say there aren't issues. The  
24 issues are more aligned with requirements that  
25 weren't part of the scope that now have to be

1 work performed. Not in scope, contractor says  
2 it's not mine, it's a change order. The  
3 architect-engineer says, it wasn't part of scope,  
4 it was never part of the original scope of the  
5 project, so, therefore, we did not design these  
6 elements in. They weren't required. They  
7 weren't requested, not scope. But then we get to  
8 80 percent 90 percent and the building official  
9 says, I'm going to require this.

10 Now, you're stuck. Because the project, if  
11 the contractor doesn't want to do it because the  
12 numbers aren't agreeable or the architect is  
13 blamed for it not being in scope, and, therefore,  
14 they're saying, I'm not engaging in this because  
15 you're blaming me, the work doesn't move forward.  
16 If the work doesn't move forward, we don't have  
17 agreement from the building official, we don't  
18 get occupancy. Everything stops; right?

19 Because we're doing one thing with every  
20 project. We're building towards the key to our  
21 beneficial use. If we don't get beneficial use  
22 the project's useless. And if we can't get that  
23 form signed, if we can't get final inspection  
24 because some scope isn't performed because it's a  
25 late add, then the project is dead in the water,

1 and now we have to start the discussions with  
2 contractors and architects to try to get things  
3 moving.

4 It's frustrating. I wish we could resolve  
5 these at a much earlier stage of the projects, so  
6 that we are not at 85, 90 percent fighting over  
7 new scope.

8 MR. HILLBERG: We've had that issue before.  
9 That has to be avoided. I haven't seen it in my  
10 30-plus year career where someone outside the  
11 project essentially says you need to do more  
12 scope. It's a different issue. It's not in what  
13 we did and I've never had an issue with it.

14 MR. McINTYRE: Mr. Chairman, from your mouth  
15 to God's ears.

16 MR. DEMOPOULOS: So I'd like to say a few  
17 more things. So that report that will be given  
18 from either the District or you all, please, if  
19 we can get something that says the average amount  
20 of times it goes back and forth as well as the  
21 time it sits at the building department, and  
22 also, I mean, the time it sits to you; right? So  
23 I know a lot of times it sits on our desk too  
24 long, but then it also sits back on the  
25 contractor and/or architect-engineer for too



1 long. So we want to be able to blame each side  
2 equally, so if that report can have both numbers  
3 on there, in addition to, please -- and I'll look  
4 for it and I'll send an e-mail, but I think I  
5 mentioned this at the last meeting, there was a  
6 bill that was passed last session that basically  
7 said if we're making any substantial changes to  
8 approved plans the inspector, plan reviewer,  
9 whoever, has to provide a code section that this  
10 thing they're asking for is code related. Tommy  
11 can't just go in there and say I want a blue  
12 thing when the code asks for red or doesn't  
13 require it at all. That's against the law.

14 So I want to make sure that you have that  
15 ammunition. I know it's a slippery slope for you  
16 all; right? They pay your bills, we all are in  
17 contracts, I get it. But at the same time, it is  
18 extremely unprofessional and unfair that an  
19 inspector comes into a building at the last  
20 moment or any timeframe and says, hey, I know you  
21 got these approved, but I'd like to see more. If  
22 it's not related to code and it's not required,  
23 that shouldn't be accepted.

24 So I don't know what we can do about that,  
25 but that is not acceptable.

1 MS. CZUBKOWSKI: If I may? As we move  
2 forward, I think part of the issue was at the  
3 very beginning the scope definition, also, for  
4 the project I don't think it was that tight.  
5 Moving forward we are planning as a district to  
6 have more staff in the planning department to be  
7 able to handle programming for the projects  
8 coming next. So that by the time they get to  
9 design the program is set, the details are set,  
10 and we have better drawings then.

11 MR. DEMOPOULOS: I know we say, in the  
12 beginning, but we're almost, actually, at the end  
13 of this program; right? We hope?

14 So the scope of -- so you say, scope, right,  
15 so I imagine when they submit drawings and I'm  
16 doing this plan review, now would be the time  
17 when I say, where's the scope, what is it that's  
18 being paid for? I'm not approving this until the  
19 scope is all on this document. And then I  
20 approve it and it really doesn't change except  
21 for some unforeseen changes. So the District is  
22 missing their opportunity to say the scope is all  
23 here and now here's approved plans, go do your  
24 stuff. So I don't know that I'd personally  
25 accept that, but -- I understand what you're

1 saying, you definitely want to make sure the work  
2 reflects the scope that's just -- that ship has  
3 sailed.

4 MR. TRACY: I'd like to make a couple  
5 comments.

6 MR. DEMOPOULOS: Please. I'm not the only  
7 code person here. This is good. Or maybe it's  
8 bad. I'm not sure.

9 MR. TRACY: In the first place, a statute  
10 that was passed about four years ago limits the  
11 amount of times you can do a review. After it  
12 goes through two times you have to have a  
13 face-to-face because, obviously, there's  
14 something that's not being communicated properly.  
15 And with terms of scope, one of the issues is the  
16 plans may completely describe the project, the  
17 issue is, say, for example, a condensate line for  
18 an air-conditioning system, is the plumber doing  
19 it or is the mechanical contractor doing it? And  
20 that's where using CSI procedures, Construction  
21 Specifications Institute, you have to clearly  
22 define what each discipline is doing. And part  
23 of that is, I've worked for some big contractors  
24 in my career, and the pre-con meeting where you  
25 have, one of the contractors I worked with did

1 something called the -- the card trick.  
2 Everybody wrote their specific scopes for each --  
3 each aspect of the job on an index card and they  
4 put it on a -- on a sheet of paper on the wall  
5 and clearly defined, this is what I'm going to  
6 do, but before I can start this I need this in  
7 place. And then that contractor would say, well,  
8 I can do that, but then I need this. And then,  
9 well, okay, if you're doing this, who is  
10 supplying -- who's providing me with the power?  
11 Is it the low voltage contractor; is it the  
12 electrical contractor; is it the alarm  
13 contractor? And with issues like with the  
14 Collins Elementary, you know, delayed shop  
15 drawings, that's something that it's an old  
16 school and one of the issues is, you know, ADA  
17 became law in 1991, but since that became law  
18 they have -- every time there's a cycle change  
19 they enlarge the bathrooms. Now, the minimum  
20 bathroom size is seven foot one-half inch for a  
21 handicapped stall. You need so many inches to  
22 the toilet, so many inches from the toilet to the  
23 lavatory, so many inches from lavatory to the  
24 opposing wall, and then adding grab bars. And  
25 part of that is now that we're dealing with ADA

1 many times you have to have an attendant go in  
2 with the handicapped person to help them on and  
3 off the water closet and the ability to have two  
4 people in that stall and rotate the chair so the  
5 person can be -- can be relocated. And then  
6 there has to be a certain distance to the sink  
7 because if the person has a seizure and they fall  
8 over it they don't hit their head on the sink.  
9 There's all these reasons behind it. But, the  
10 fact that they took so long to -- to realize they  
11 have to do shops, that's -- you know, that's  
12 something that should have been flagged, hey, we  
13 have an issue with this bathroom, we need to get  
14 on it right away. As a contractor I've solved  
15 issues like that over the course of a weekend  
16 with an architect that knew he was going to get  
17 paid for that change. Because, usually, you  
18 don't get a drawing unless you can pay a check.  
19 So --

20 MR. DEMOPOULOS: Thank you for listening.

21 MR. HILLBERG: Okay. Shall we move on to the  
22 primary renovations?

23 MR. McINTYRE: We had one more  
24 recommendation.

25 MR. HILLBERG: One more recommendation; okay.

1 MR. McINTYRE: Recommendation 3. Florida  
2 TaxWatch recommends that future District  
3 Quarterly Reports identify any Primary Renovation  
4 projects with a "high" level of risk, explain the  
5 conditions that warrant the assignment of a  
6 "high" level of risk, and describe actions taken  
7 to mitigate the risk.

8 The response to the recommendation is BOC  
9 reporting going forward will include a narrative.  
10 The narrative will explain and discuss the issues  
11 of concern. It will lay out the status and why  
12 the assignment has been made of a high risk. If  
13 you see the chart up there, we will define the  
14 risk level per that chart. We explain why. And  
15 we will give you information regarding when we  
16 anticipate a change in the risk. We could become  
17 red, but understand that we may become yellow  
18 rather quickly once we get through certain  
19 elements.

20 So we believe it's a valid recommendation and  
21 we will be giving you valid information in a  
22 narrative form so that you understand the details  
23 of why projects are assigned the risk levels they  
24 are.

25 Does that help with the recommendation?

1 MR. NAVE: I feel validated.

2 MR. McINTYRE: I'm doing my part.

3 Moving on, Quarterly Highlights. This past  
4 quarter we added 19 projects to the total  
5 closeout. So it moved up to 219 closed. We had  
6 two ribbon-cutting ceremonies to celebrate the  
7 conclusion of construction at South Plantation  
8 High and William McFatter Technical High School's  
9 media centers. We had one groundbreaking  
10 ceremony at James Rickards Middle School. And we  
11 had a fairly substantial winter construction  
12 project. We took advantage and got some winter  
13 construction done hoping that's going to improve  
14 our position in projects that are closing coming  
15 through the summer. I think we have a fairly  
16 strong channel of projects that we can close if  
17 we can just stay away from some of these little  
18 trouble spots that tend to poke their heads up at  
19 the wrong time.

20 Primary Renovation Process Chart. We have  
21 four projects in planning -- well, we had four  
22 projects in planning, they're actually on hold  
23 right now for various reasons. We have two in --  
24 well, we had two in design. We're now two in  
25 construction or out of design preparing to hire

1 construction, so in the procurement process. We  
2 have 196 active construction projects valued at  
3 \$1 billion. I still can't help myself with those  
4 numbers. Construction closeouts, as I said  
5 earlier, 129 in closeout. Hopefully, we're going  
6 to improve that number dramatically this summer.

7 Timeframes of Safety and Security Project.

8 Fire alarm and sprinkler, we have one each in  
9 planning. We have one in design. We're in  
10 procurement, hiring a contractor, one for fire  
11 alarm, two for fire sprinkler. We have 76 fire  
12 alarm projects in construction. We have 64 fire  
13 sprinkler projects in construction. We have 20  
14 fire alarm in complete and in closeout, meaning  
15 administrative activities to close. We have 24  
16 sprinkler projects in that same phase, which is  
17 in completed, in some area of closeout. We  
18 totaled out 98 total fire alarm projects and 91  
19 total fire sprinkler projects.

20 Fire Alarm Flags. Atlantic Technical -  
21 Arthur Ashe Campus, 100 percent complete. Castle  
22 Hill ES, 100 percent complete. Country Isle is  
23 89. And, remember, this is all December quarter  
24 close. So anything you don't see at 100 percent  
25 should be sneaking up to 100 percent if not at



1 100 percent now. We're three months behind on  
2 this report. So you can see we've got a number  
3 of these fire alarm projects that are well --  
4 well towards completion, if not now complete and  
5 in closeout.

6 Schedule Updates Primary Renovation. Right  
7 now we are projecting 312 will be completed by  
8 October of '25. Again, we're hoping we're going  
9 to improve that number through this year. We've  
10 actually worked hard at moving projects towards  
11 closeout. We have 19 projects that at this time  
12 we believe will not be completed by October -- by  
13 the October 2025 deadline. So we're at 312  
14 completed, 19 sliding past the date out of the  
15 331.

16 Milestones, as you can see, we have achieved  
17 substantial completion or we're anticipating  
18 substantial completion on these 19, Atlantic  
19 Technical in October of '26. That's a late start  
20 so it will be a late finish. Most of these are  
21 mid-'26. Some of them are '25, mid to late '25.  
22 We've got a couple, unfortunately, we wish we  
23 could drag them back a month or two because we're  
24 just going to miss October '25. We've got a  
25 couple sliding into November of '25, December of

1 '25. Those are projects we're looking at what  
2 can we do to bring them back. Maybe we can  
3 finish them and we can wrap them up. The less  
4 that slides, the better.

5 Big 3 Status.

6 CHIEF DEMOPOULOS: May I go backwards for a  
7 quick second?

8 MR. McINTYRE: Sure.

9 CHIEF DEMOPOULOS: I know for some of the  
10 scope on here there's not only the GOB funding  
11 projects but there's other capital improvements  
12 and other things not related to the SMART  
13 Program.

14 Is it at all possible that there's a  
15 breakdown or, hey, the SMART Project scope is  
16 done, but, hey, we're just waiting on the  
17 capital? Like is there a scope that says, here's  
18 this, here's this, yay, we're done with you,  
19 so -- I'm just wondering, like -- like you said,  
20 if we could bring it back a month and then we  
21 have met our deadline, is it a month over because  
22 of stuff that's outside of the SMART scope?

23 MR. McINTYRE: No, it's not a matter of mixed  
24 scopes, which is basically where we've got  
25 non-SMART scope mixed in with SMART scope, and

1       therefore, it's dragging the project. I don't  
2       know of any case where we've got that sort of  
3       mixed scope issue. It's just the typical things  
4       that happen in a project at times. It's a  
5       slightly later start than expected. A longer  
6       design period than expected. Trouble getting a  
7       contractor on the ground and working that wasn't  
8       anticipated. But we do have a couple that are  
9       just sliding past that we're looking at what do  
10      we have in the toolbox that allows us to pull  
11      those back, potentially. How can we steal a  
12      month or two back, and maybe get to substantial  
13      completion at least; right? Get to substantial  
14      by the date. It's easy to say we'll miss final  
15      by a month or two, but we'll have substantial.  
16      At least that's an easier, easier pill to  
17      swallow, I'd say.

18           MR. DEMOPOULOS: In addition to not having  
19      more go past the end date.

20           MR. McINTYRE: Right.

21           MS. KRISHNAIYER: I want to go back.  
22      Question on Rickards. That happened well after  
23      this, the need for the new -- where is that  
24      going? How long is that going to take?

25           MR. KIESS: How long is the Rickards project

1 going to take?

2 MS. KRISHNAIYER: Uh-huh.

3 MR. KIESS: So the current contractual  
4 substantial completion date of phase 1 is August  
5 of 2025, to get the new building open and  
6 occupied. That would include the main building  
7 and the gymnasium. In October -- or August of  
8 '25 or whenever the substantial completion is met  
9 on those two new buildings we'll then need to  
10 move students out of the portable campus into  
11 those buildings. And then phase 2 will start and  
12 phase 2 will be to remove all the portables and  
13 then finish the project as far as the different,  
14 the basketball courts, the baseball fields. That  
15 aspect of the project will be completed  
16 afterwards.

17 MS. KRISHNAIYER: And also a question about  
18 Atlantic Tech. I know there was -- after  
19 construction started there was some problem.

20 MR. McINTYRE: Yeah, I don't know the  
21 specific problems --

22 MS. CZUBKOWSKI: We had some issues with the  
23 walkway that collapsed --

24 MS. KRISHNAIYER: Right.

25 MS. CZUBKOWSKI: -- due to a contractor that

1 we are -- we will see, but we believe it was  
2 because a contractor was placing debris on the  
3 walkway and it fell. But we're still  
4 investigating.

5 MS. KRISHNAIYER: And a question, maybe you  
6 can answer this. At the board meeting Ms. Rupert  
7 brought up the question of Margate Middle School.  
8 And so what is the issue with that? Because, as  
9 I see it, it's -- the answer was, the work is  
10 being done to increase -- oh, yeah, Margate --  
11 there will be a follow-up on the completion date.  
12 So what -- Margate Middle School is not on any of  
13 these lists. So I was just curious to see where  
14 that's listed. Because, as Tommy referred, maybe  
15 it's another project that's outside of the SMART  
16 Bond. The principal wasn't sure. I talked to  
17 the principal and -- you know, and I asked. That  
18 was a big board meeting.

19 MS. CZUBKOWSKI: Do you recall exactly --

20 MS. KRISHNAIYER: Ms. Rupert asked the  
21 question and -- about Margate Middle School and  
22 where it was at. And staff -- and what I see  
23 here is staff shared there was a board item going  
24 to the next board meeting on the work for Margate  
25 Middle School.

1 MS. CZUBKOWSKI: Yes. Shelley will give us a  
2 little bit of the background on that.

3 MS. KRISHNAIYER: Okay.

4 MS. MELONI: Shelley Meloni, Executive  
5 Director of Capital Programs.

6 So where we are with that project is the  
7 board approved the rejection of bids, of all  
8 bids. We had gone through the bid process and we  
9 did not -- there were some issues with the bids  
10 and that was rejected.

11 But prior to getting to that point we had to  
12 go through a bid protest. The contractor filed a  
13 bid protest. So we had to work through that  
14 process before being able to bring it to the  
15 board and having them approve that. We had some  
16 things to do on the drawings. We -- we  
17 discovered, and this was subsequent to the  
18 drawings being permitted even, that there was  
19 some issues with the underground sanitary lines.  
20 So we've asked -- we've asked the consultant to  
21 go back and do a study for us. And now that  
22 we've rejected the bids and have to put it back  
23 out to market, we are having the consultant  
24 revise the document, incorporate the findings and  
25 corrective actions, and then we are repackaging

1 the entire set of drawings, rephrasing, because  
2 that needed to be identified a little bit more  
3 clearly on the drawings, how they were going to  
4 phase the work, it's a complex project, very  
5 large scale project, so we wanted to make sure  
6 that when we go out to bid we have all the scope  
7 of work incorporated, proper phasing so that it  
8 is clear. And we're going through a different  
9 delivery method. It's sort of a hybrid process  
10 in terms of how we select the contractors. So  
11 rather than go through a hard bid process, which,  
12 you know, we are obligated to choose the lowest  
13 bidder, lowest responsible bidder, we are going  
14 through sort of a hybrid process in that we look  
15 for the best qualified contractor. So we go  
16 through what is called the Qualifications  
17 Selection Evaluation Committee, QSEC, and we  
18 shortlist and then we look at pricing. So it's  
19 sort of a two-part selection process.

20 MS. KRISHNAIYER: Is that part of the SMART  
21 Bond?

22 MS. MELONI: It is part of the SMART Bond.

23 MS. KRISHNAIYER: I couldn't find it  
24 anywhere.

25 MS. MELONI: I think we need to put it on our

1 list; yes.

2 MS. KRISHNAIYER: Yes, I looked for it,  
3 specifically, when the quarterly report came out,  
4 and it wasn't there.

5 MS. MELONI: It will be. It's one of the  
6 projects that won't get completed, of course, but  
7 it will be identified.

8 MS. KRISHNAIYER: Okay. Thank you.

9 MR. KIESS: Okay. So for the Big 3 Status  
10 update, all of the original scope is completed  
11 for all buildings and the only thing that's  
12 pending in the change orders is for a new ramp  
13 and area of refuge to be added. This change  
14 order was not a part of the original contract.  
15 So all the contractual work is complete, however,  
16 we can't final out the original contract work  
17 until this ramp and area of refuge are added.

18 MR. HILLBERG: Why not?

19 MR. KIESS: Because the building department  
20 says until this work is completed that the  
21 project cannot be closed and we can't receive the  
22 building final.

23 MR. HILLBERG: There we go again.

24 Now, this happens over and again. There is  
25 one in the notes that some vents were found not



1 to be functional after the roofing was just about  
2 complete and the inspector or the official said,  
3 you now, contractor, have to replace all those  
4 vents. I just don't understand that. I don't  
5 think that should be -- the contractor should be  
6 held to that.

7 Now, I understand that the vents need to be  
8 done and it's a safety issue and we need to  
9 protect the students, it's very important to do  
10 that, and I think there needs to be a mechanism  
11 where the -- and I know I'm on thin ice  
12 volunteering another department, but if it's  
13 owned and operated, maintained by, let's call it  
14 the Capital group, and it no longer works and the  
15 bond program is to replace the roof, then they  
16 can call the Capital group and say your blowers  
17 need to be fixed because they're interfering with  
18 our project, and then the building official, and  
19 I'm really going out on a limb, I know it's a  
20 fantasy now, but, the building official says,  
21 yes, this has to be done, but we understand it  
22 will be done by the Capital group. That seems  
23 logical to me. I don't know why that's not in  
24 place and why you hold the project hostage with a  
25 whim, almost, of I want this done and that just

1 pops up at the last minute. That has to be  
2 stamped out.

3 MR. KIESS: So you're definitely spot on with  
4 that and that being part of the resolution. So  
5 for a long time we had been stuck with the  
6 exhaust fans have been one of the biggest issues  
7 on getting a roof final, having the roof final  
8 held until getting exhaust fans that were -- the  
9 original scope typically called for them to be  
10 disconnected, reroof, reconnected. And if the  
11 fans were working, not working, that wasn't a  
12 part of the contractor's scope, it was just to  
13 reconnect. What we have worked with the building  
14 department to alleviate some of these issues was,  
15 when we come across it and the inspector fails  
16 it, to then notify the physical plant operations  
17 department of what's not working, once an actual  
18 work order is placed, we then go back to the  
19 building official with the work order and the  
20 ticket and say PPO is going to be responsible for  
21 this, this is not our project. This is -- you  
22 know this ticket should be passed because this is  
23 the resolution to fix it, and at that point the  
24 building official makes their determination and  
25 says yay or nay and then move forward with the

1 inspections. But it took a lot to get to that  
2 point. But that is our current process that we  
3 work into the vehicle. Because you're 100  
4 percent correct, we've dealt with a lot of  
5 projects were being delayed. We've got 10, 20,  
6 30 roofing exhaust fans that are not functional  
7 because they've been there for how many years and  
8 they've not been, you know, fixed and that was  
9 one of the major issues; yes.

10 MR. HILLBERG: I should have said physical  
11 plant operations instead of Capital group. That  
12 might be a different thing. Let Omar off the  
13 hook.

14 MR. SHIM: Thank you for that.

15 MR. HILLBERG: This is worth consideration.  
16 I know -- I don't want to continue on this, but  
17 we've got over 200 projects to go through this  
18 process and we've got to stop it or have a  
19 solution that doesn't add time and money.  
20 Because, otherwise, these projects are going to  
21 be late and we don't have any control over that.

22 Go ahead.

23 MR. KIESS: Specific to this change order for  
24 the ramp, so part of the inspector's issue with  
25 this ramp is that they're saying that the

1 permitted drawings did not provide secondary  
2 egress that is ADA compliant and that we now have  
3 to -- the scope of the change order ends up  
4 knocking a hole into a wall and creating another  
5 ramp for them to exit. We've explored every  
6 option with the ADA department, with the code  
7 officials, with the architect and engineer on the  
8 project trying to find, I believe it's 200 feet  
9 or 150 feet from wherever that point is to get  
10 out of the doors and we have different ways that  
11 we tried to look at it and the inspector is  
12 holding to that this is what we have to do, so --  
13 so the original contract work is complete but  
14 will not be signed off until this is done.

15 MR. McINTYRE: The goal is to get projects --  
16 and it's just not the bond program, but all  
17 future CIP, is get projects to the point where  
18 these kinds of issues are discovered, identified  
19 at the beginning, in review, and say, okay, you  
20 are not compliant with these sections because you  
21 need a second -- a secondary emergency egress  
22 that's ADA compliant versus at the back end.

23 I think we all have to work harder at -- at  
24 capturing the world we're in at that time. Now,  
25 unfortunately, code can change in the middle of a

1 job and then you've got that friction point of we  
2 designed the building under a code, but now  
3 somebody wants to hold you to a code change. So  
4 you can have that friction. And it's normal. It  
5 happens everywhere. You can usually work through  
6 that. But the goal, I think, is to capture some  
7 of these things on day 1 so that we're not  
8 looking at these kind of items on day 512.

9 CHIEF DEMOPOULOS: I know you know, but,  
10 obviously, when I pull a permit and it has this  
11 year on it I fall under this year's code no  
12 matter what the changes are in three years, five  
13 years, 10 years. That is a Florida law.

14 So I'm not sure where some of this confusion  
15 comes from, because if I had -- again, I hate to  
16 say "me", but if I went to a project and I said,  
17 hey, we need another door here, you need to  
18 breach a wall, and I didn't find that in the  
19 beginning, I'm not sure how -- the district,  
20 really, and I know some of us, I'm in hot water,  
21 that's okay, I'll just keep going, I don't know  
22 how -- and I get that the district does a lot of  
23 work with cap, another contractor, or vendor, or  
24 whatever you want to call them, but they need to  
25 be held to some standards, as well. And to miss

1 things like that is mind blowing. I get missing  
2 a fan or I get missing a light bulb, but I just  
3 don't get missing a whole second exit is not  
4 acceptable in any world, and shouldn't be  
5 acceptable to the district and taxpayers. It is  
6 House Bill 89 and it's in Florida Statute.

7 553.79 that basically says if there's a  
8 substantial change to an approved set of drawings  
9 that they have to give code that says where did  
10 this change come from.

11 So I'm hoping that you all are -- again, I  
12 know that they are the ones enforcing it and  
13 we're the ones paying the bills, but I would hope  
14 that there's some pushback to say, can you please  
15 provide some law that says we need this area of  
16 refuge? Because if it's not in the law, then  
17 let's close the permit. Like Mr. Hillberg said,  
18 let's close the permit, yay, were done, open  
19 another permit for this and use other funds and  
20 other time and not waste our time here. Because  
21 it truly is becoming a frustrating task.

22 MR. McINTYRE: That is the common approach  
23 where deficiencies are identified for a follow-up  
24 effort, whether it's enough for a project or, you  
25 know, PPO or somebody to pick it up. That's a

1 common approach in jurisdictions. It's just not  
2 as common here.

3 MR. KIESS: And to your point for the code  
4 reference, any of the work like this, especially  
5 if it's generated a change order or some kind of  
6 change in scope, we do have a failed inspection  
7 ticket and prior to it they would put on there,  
8 maybe, a design criteria, but now it is only code  
9 related is the only thing that, you know, we'll  
10 accept looking to even entertain a change order  
11 of this nature. In the past it was a little bit  
12 different. Now it's -- as long as it's code and  
13 it's on the ticket then we have to handle it.

14 MR. TRACY: And that's also statute. That's  
15 also statute now. If you fail an inspection the  
16 code reference must be cited in that ticket.  
17 Because the contractor or the designer of record  
18 needs to understand what the violation is. You  
19 don't have to explain the code section.

20 MR. McINTYRE: You just have to identify the  
21 code so the architect or engineer of record  
22 understands where their error is or where their  
23 omission is because it is a code driven issue.  
24 And that's all we want to see. What's the  
25 failure; what's the basis; and let's look at it;

1 and whose fault is it?

2 MR. KIESS: Are there any other questions on  
3 Blanche Ely or can we move on to Northeast High  
4 School?

5 (No response.)

6 MR. HILLBERG: Okay. Let's move.

7 MR. KIESS: Northeast High School Building 1  
8 is complete. Building 2 has roof work that  
9 started in December. Building 3 is complete.  
10 Building 4, the air handling units are being  
11 finalized. There is a change order that resulted  
12 in some of the smoke vents being replaced and the  
13 installation is supposed to take place now over  
14 spring break because there's no students in the  
15 classroom. We're in spring break so we're trying  
16 to complete that work in the next couple of days.  
17 Building 5, there was an issue with the air  
18 handlers that are on a mechanical mezzanine on  
19 the second floor that we had to redesign and we  
20 got new approved drawings in December of '23 and  
21 that work is starting now. We had some occupancy  
22 issues to move around the students that were in  
23 the space to be able to get access to it to  
24 continue. So that is moving forward. Building 6  
25 is complete. Building 7 has rooftop



1 installations, RTU's, rooftop units being  
2 installed. The rooftop demolition is complete  
3 and light-weight concrete is getting ready to be  
4 poured. Building 12, the gym portion was  
5 completed as well as the north half of the  
6 building, but now there is a change order that's  
7 being processed to add fire sprinklers to the  
8 entire building. So we are now currently working  
9 with the architect to design the fire sprinklers  
10 to be added to the building and then having a  
11 price come from the contractor to install fire  
12 sprinklers in the building and then that work  
13 will be completed once those, all those are done.

14 MR. DEMOPOULOS: Don't look at me.

15 MS. KRISHNAIYER: The school looks very nice  
16 compared to when I last saw it. Is this a new  
17 construction? Because I don't remember this  
18 being at Northeast.

19 MR. KIESS: Yeah, so Building 29 which is the  
20 new classroom building behind us and this is  
21 Building 30, which is a multipurpose room, which  
22 is part of your SMART Program renovations in  
23 addition to the buildings. So this is Building  
24 30 and Building 29 is right behind us that you  
25 guys can take a look at on the way out that

1 they've opened for you.

2 MR. HILLBERG: This looks good.

3 MS. KRISHNAIYER: And compared to when were  
4 we at Ely, a year and a half ago or something?  
5 Yeah, I was very disappointed at that time  
6 looking at Ely, but this looks good.

7 MR. DEMOPOULOS: Is Building 12 brand new  
8 construction?

9 MR. KIESS: Building 12 has been there for  
10 around, I think, 30 years.

11 MR. DEMOPOULOS: Okay.

12 MR. KIESS: Okay. There are additional  
13 change orders that are listed, expansion joints  
14 and refurbishing ceiling joist, covered walkway,  
15 fire sprinklers. Building 5, covered walkway,  
16 roof deck repairs. Building 7, expansion joints.  
17 It looks like that's duplicated. But we're  
18 working through the different change orders that  
19 are up on this project. Unfortunately, in  
20 buildings that are of these ages you do come  
21 across things that are not going to be in the  
22 right condition, especially when the design was,  
23 you know, four or five years ago when it was  
24 designed and some of the conditions have  
25 deteriorated and there are certain things that

1 have to be addressed.

2 Stranahan High School, Building 1 is  
3 complete. The contract work in Building 2 is  
4 complete. The change order work is in progress.  
5 The roofer is on-site to implement the work.  
6 Building 3 is complete. Contract work in  
7 Building 4 is complete and change order work is  
8 in progress. The general contractor is working  
9 to implement the roofing work and exterior  
10 filtration work. Building 5 is complete.  
11 Building 6 contract work is complete and change  
12 orders in the kiln room are in progress.  
13 Building 7 is complete. Building 8, change order  
14 work is in progress. The original contract work  
15 is complete and the roofer is on-site to  
16 implement the work. And that's the same for  
17 Building 9. Buildings 10 and 12 are complete.  
18 General -- or Building 13, the general  
19 contractor's on-site to finish the downspouts  
20 that were missing as well as building 14.  
21 Building 15 is complete. Building 17 and 18 I  
22 have Castaldi reports that are in progress due to  
23 structural issues that were observed. Building  
24 20 has change order work to be completed and  
25 Buildings 21 and 23 are complete.

1 MR. HILLBERG: Okay. Change order policies  
2 in our report, so I think we're all familiar with  
3 that. We worked hard to get the change made and  
4 I hope it's working. Are things going through  
5 faster now? I mean, I'm seeing some nods, so,  
6 okay. That's good. That's what we're here for.

7 MR. McINTYRE: I would say, yes. I think it  
8 might have taken a little time for the change to  
9 really grab ahold and for the process to go. But  
10 just in the last few weeks alone I'm seeing  
11 dramatic increases in the review process,  
12 stronger reviews, change orders moving, and I  
13 think that's the goal.

14 MR. HILLBERG: Yes.

15 MR. McINTYRE: Is, if they're good, they  
16 should go, and if they're bad, they should be  
17 kicked back and let's do it quickly.

18 MS. KRISHNAIYER: The Superintendent does not  
19 let the grass grow under his feet. I can tell  
20 you that much. He moves.

21 MR. McINTYRE: And he won't let us let grass  
22 grow.

23 AECOM, S/M/WBE numbers, the numbers stand out  
24 for themselves there. We're at 42.58 percent.  
25 We have made some realignments to make up for

1       some -- some payments or some numbers that hadn't  
2       been met either through positions not being  
3       billed in a timely manner or positions not being  
4       released. That's being adjusted and right now  
5       we're on point with our numbers for Year 4. So  
6       we're happy we've been able to work through that  
7       with our partners and put it behind us this year.

8           CHIEF DEMOPOULOS: Before you move forward it  
9       looks like you skipped a slide or two. If you  
10      can go back to 23 with the Errors and Omissions,  
11      I had a question on that.

12           MS. MELONI: Shelley Meloni. So on the  
13      Errors and Omissions, we have not made a policy  
14      change yet, however, we are working through some  
15      considerations to put forward to the board to  
16      incorporate into the professional services  
17      agreements, the contracts with our AE's, some  
18      type of error & omissions policy, but we have not  
19      actually done that yet. So we are just working  
20      through the process.

21           MR. HILLBERG: Would it be helpful for me to  
22      send you what the City of Fort Lauderdale does?

23           MS. MELONI: It would surely be helpful.

24           MR. HILLBERG: Now, let me say that again,  
25      what they have in writing but I have not ever

1 seen done.

2 MS. MELONI: It is difficult to enforce.

3 MR. HILLBERG: Yes.

4 MS. MELONI: I would say that in our history  
5 in the district we did -- we were quite strict  
6 about enforcing errors and omissions and it -- it  
7 was sort of detrimental in the end because we --  
8 we, basically -- it sends all architects and  
9 engineers running away from us and it took a  
10 while to bring them back, especially the good  
11 ones. So it's a balance and we just have to be  
12 fair about it.

13 MR. HILLBERG: Okay. I'll send that to you.

14 MS. KRISHNAIYER: This is one of the things I  
15 did bring up at the board meeting and there did  
16 not seem to be an inclination to adopt such a  
17 policy, especially, I think, one school board  
18 member was very much against it. So I did bring  
19 it up, I did. You know, it's in the record that  
20 we asked the school board to adopt an errors and  
21 omissions policy. But, hopefully, they will.  
22 We'll keep at it.

23 MR. McINTYRE: My experience in the industry  
24 across jurisdictions for the last 36 years, it's  
25 a very difficult and complex issue, because

1 you're getting into professional standard. It's  
2 not just -- it's not just, was there an error or  
3 omission, but did the architect and engineer  
4 operate, did they perform in a professional way  
5 and was it a mistake? Because the AIA documents,  
6 the industry, does not anticipate there'll be no  
7 mistakes. It's about identifying errors and  
8 omissions at such a level -- at such a level that  
9 it bodes -- or it leans upon poor professional  
10 conduct. And that's really -- that's a difficult  
11 line. And that's why a lot of jurisdictions  
12 struggle with the E&O question. Because it's  
13 just -- it's very hard to identify what is a  
14 professional standard; what's unprofessional?  
15 What's an unprofessional error? It sounds crazy  
16 to say that, but that's the battle with the issue  
17 of E&Os. And it's not here, it's everywhere,  
18 every jurisdiction I've worked in for 36 years.  
19 So the fact that the District's struggling with  
20 that is no different. The fact that there are  
21 district's that have a policy or cities that have  
22 a policy but can't seem to find a way to perform  
23 by their policies is the norm .

24 MR. SHIM: Omar Shim, Director of Capital  
25 Budget. I'll kind of walk through this

1 recommendation. And this recommendation by  
2 Florida TaxWatch was to recommend that the  
3 District's Chief Facilities Officer brief the  
4 Bond Oversight Committee at its March 21st, 2024  
5 meeting on why the hard and soft costs for West  
6 Broward High School are so far outside of the  
7 expected range. And then this is really sort of  
8 a budgeting issue. The original project was  
9 \$438,000 and we proportionately set the overhead  
10 cost of that project and it was originally set at  
11 \$34,000 (sic). The project was -- the scope of  
12 the project was brought way down to basically  
13 Test and Balance instead of doing the larger  
14 project. So the project was around 49,000.

15 So what we're going to do is we'll go back --  
16 this is kind of an outlier that the project --  
17 usually they go way above instead of way below.  
18 But since this one was brought down we're going  
19 to go back and adjust it based upon the cost, the  
20 overhead, so we'll fix that.

21 MR. HILLBERG: Okay. Mr. Nave?

22 MR. NAVE: I was channeling my very best  
23 Bruce Bernard when I wrote this.

24 MR. HILLBERG: Okay. Mr. Bernard was  
25 satisfied?



1 MS. KRISHNAIYER: On the west coast.

2 MR. NAVE: It's cool.

3 MS. KRISHNAIYER: Omar, I do have a question.

4 If I remember right this was the last school we  
5 had built. Is this or is it Everglades? Which  
6 is our newest school, West Broward?

7 MR. SHIM: Yes.

8 MS. KRISHNAIYER: Yes?

9 MR. SHIM: That's right.

10 MS. KRISHNAIYER: That's the last one we  
11 built?

12 MR. TRACY: What was the reason for the T&B  
13 report? Normally that's part of the  
14 commissioning docs on a new school, or any new  
15 large building that requires a T&B.

16 MR. SHIM: Like you said, it is a fairly new  
17 school, so my guess -- my guess is that it really  
18 just probably needed a Test & Balance to  
19 rebalance the data.

20 MR. TRACY: And it could be that maybe the  
21 proposed use for certain of the rooms is not what  
22 the school actually did, meaning some rooms were  
23 too cold, some were too warm, so they had to go  
24 and rebalance the system. But it'd be nice to  
25 see what the underlying reason was.

1 MS. CZUBKOWSKI: We can find out and get back  
2 to you. Absolutely. We have some information.

3 MR. SOLTANIAN: My name is Armen Soltanian  
4 with Atkins. I'm filling in for Ashley  
5 Carpenter. This project was issued a Test &  
6 Balance, but for whatever reason in MAPS they put  
7 \$438,000. But we did just a simple Test &  
8 Balance. It came up with 15,000, I guess?

9 MR. McINTYRE: Yes.

10 MR. SOLTANIAN: So that's why the percentage  
11 did not match. Typically, Test & Balance they do  
12 in the buildings to evaluate, to see if there's  
13 any work that needs to be done, actually. That's  
14 the typical work that they do prior and after any  
15 HVAC work.

16 MR. HILLBERG: Okay. Moving on to risk.

17 MR. SOLTANIAN: I will stick to this one  
18 also. This risk assessment is based on the  
19 following, a risk that future project bids could  
20 vary from estimates by up to five percent. Any  
21 project that's prior to the budgeting and  
22 whatever purpose we always do estimates. And up  
23 to now our estimates and the actual bid delta  
24 difference has been only 2 percent. So we have  
25 been pretty confident in what we do. However, we

1 add 5 percent to that one. Also, a risk change  
2 order for the program will likely finish with the  
3 percentage of the construction cost of 1 to 3.5  
4 percent. Up to date we have only 1.34 percent of  
5 the construction cost, which is pretty good. For  
6 renovation projects typically it's 5 to 7  
7 percent. And the risk of additional construction  
8 inflation to midpoint of plan remaining in  
9 procurement with annual inflation basis from 5 to  
10 8 percent with the most likely increase of 6  
11 percent. A risk -- a risk of cost increase due  
12 to scoping of work from contractors to be bid out  
13 through a construction services minor project  
14 delivery method or termination of the contractors  
15 due to their inability or unwillingness to  
16 perform work. A risk assessment is based on a  
17 project being awarded by June 2024 and almost all  
18 projects achieving substantial completion by  
19 October 2025. In this risk assessment  
20 approximately 94 percent of the program being  
21 contracted and six percent remain to be  
22 contracted. So pretty much what we calculated  
23 here there's not much of risk left. We have only  
24 70 million, I think -- yeah \$70 million to be  
25 contracted.

1 MR. HILLBERG: Thank you. Mr. Nave, any  
2 comments?

3 MR. NAVE: No. Thank you.

4 MR. HILLBERG: I'm glad to see we're caught  
5 up with the risk assessment. That was an issue  
6 at the last meeting, we were a few cycles behind.  
7 I'm glad to see that's been resolved.

8 Moving on to Budget.

9 MR. SHIM: Thank you. Again, my name is Omar  
10 Shim, Director of Capital Budget. This quarterly  
11 budget activity report is for the quarter that  
12 ended in December 2023. The total SMART Program  
13 budget increased by 30.3 million over the last  
14 quarter from 1. -- 1,624.8 million to 1,655.1  
15 million, which is shown on page 14 of the  
16 quarterly report. A detailed list that shows  
17 each project with budget increases is shown on  
18 page 457 in your binder to 484. That shows all  
19 the projects from the inception of the SMART  
20 Program that had increases or changes to the  
21 budget. From the total of 1,655.1 million,  
22 1,483.7 million is either committed or spent.  
23 And the balance of those funds that are not  
24 encumbered or spent is 171.4 million. Of the  
25 171.4 million balance, 22.1 million is

1 uncompleted projects that are being financially  
2 closed out. And 149.3 million is in balances of  
3 financially active projects.

4 Next slide?

5 Expenditures through the second quarter are  
6 1,207.8 million as shown on page 485. This is a  
7 \$49.4 million increase in expenditures from the  
8 previous quarter. Now, these expenditures are  
9 down from the last quarter by about 10.4 million,  
10 from the 59.8 million to 49.4, which I think this  
11 is -- we're beginning to see sort of a downward  
12 trend in expenditures which would sort of  
13 indicate that you're on the other side of the  
14 peak expenditures for the program.

15 MR. HILLBERG: I was going to ask that.

16 Thank you.

17 MR. SHIM: Yeah. Purchase orders in place,  
18 there's 275.9 million.

19 Now, in addition to the SMART Program funding  
20 that was set aside in the project budgets the  
21 District did set aside SMART Program reserves to  
22 address expected program increases based on the  
23 Atkins risk assessment that we just talked about.  
24 The District, our five-year plan -- our District  
25 Educational Facilities Plan, our five-year plan

1 that was approved in September 2023 included an  
2 increase of an additional 47 million from 691  
3 million to 738 million for additional costs  
4 identified in the risk assessment. Now, we  
5 already covered that in the last quarter, so that  
6 didn't change up through December.

7 The District's finance team is continuously  
8 working with Atkins to adjust -- to adjust our  
9 reserves and the project budgets based upon the  
10 risks.

11 Now, since the end of December and coming out  
12 of the second quarter we did look at an updated  
13 risk model and we fully allocated the reserves to  
14 the remaining projects so that they are all fully  
15 funded. That basically does away with the SMART  
16 Reserve, because we fully funded all the projects  
17 throughout the program. We will give you an  
18 update on that in the next quarterly meeting so  
19 that you have a full complete picture of what  
20 occurred since the end of last quarter.

21 And that covers the budget activity. Thank  
22 you.

23 MR. NAVE: Question. You said the balance  
24 was about 171 million and I looked at some of the  
25 budget summaries and it looks like about 84

1 million of that was bond money; for what it's  
2 worth.

3 MS. KRISHNAIYER: Omar, I have a question.  
4 As they are going through this repurposing  
5 whatever, process, do they have a list of schools  
6 that still have SMART Bond projects in play? Or  
7 before they make their decision as to what  
8 schools may be closed or repurposed? I mean,  
9 repurposed if they're bringing more students in  
10 it is a different matter, but if they are  
11 converting the schools to something else or  
12 turning it over to a city, is that -- have they  
13 taken that into consideration? Does the board or  
14 the Superintendent have any of this information?

15 MR. SHIM: Mrs. Czubkowski will answer.

16 MS. CZUBKOWSKI: Thank you for the question.  
17 So, yes, first we're waiting to see the 20 or  
18 whatever number of schools they want to bring in.  
19 Once we have that, the next step is analyzing the  
20 SMART Program expenses for each of the schools,  
21 as well as, as I mentioned, I don't know if you  
22 were watching the workshop yesterday, that  
23 question came up a little bit, that we were also  
24 going to start looking at all the work orders  
25 that are at the schools, because that will tell

1 us more or less the condition, right, based on  
2 how many work orders are and as well as bringing  
3 a team that's going to look at the facilities  
4 since we don't have an up-to-date facilities  
5 condition assessment. That's what we're planning  
6 on doing. And at the same time we already have a  
7 facilities condition assessment out in the  
8 street. And, hopefully, we can at the same time  
9 that the schools are decided or at least the  
10 group of schools are decided, then we can  
11 prioritize and have the company that is engaged  
12 do those schools first so that we can get that  
13 information into account.

14 MS. KRISHNAIYER: That's great. Because I  
15 just wanted to make sure that SMART Bond was  
16 being taken into consideration as they move  
17 forward.

18 MS. MINCIE-MILLS: I was waiting for the  
19 Chair, but --

20 MR. HILLBERG: Oh, okay. Sorry. Yes,  
21 let's --

22 MS. MINCIE-MILLS: Good evening. I'm Denise  
23 Mincie-Mills. I'm the Director of Economic  
24 Development & Diversity Compliance. This slide  
25 -- the first slide that you're looking at is a



1 side-by-side view of Quarter 1 and Quarter 2,  
2 those contracts that were awarded to certified  
3 firms. In Quarter 1 there were two awarded  
4 contracts, one of which was awarded to a Hispanic  
5 male, Cosugas, I hope I say his name right. The  
6 second was Pirtle Construction. They were the  
7 second awardee in Quarter 1. In Quarter 2 we  
8 also had similar results. We had two contracts  
9 awarded in total, one project, Lauderhill Manors  
10 was awarded to also Cosugas, who's a certified  
11 prime contractor, and, again, Pirtle Construction  
12 was the second awardee. In Quarter 2 the total  
13 certified prime award amount was \$4 million.

14 On the Lauderdale Manors project there were  
15 three bidders, two of which were certified firms.  
16 We had Cosugas and Grayson Dion (phonetic) I  
17 think I said their name wrong. And the  
18 non-certified bidder was West Construction.

19 The next slide?

20 This slide -- yes, this slide details the \$4  
21 million awarded to Cosugas, a Hispanic-American  
22 male-owned certified firm. We are very excited  
23 that this project will be 100 percent completed  
24 with the utilization of certified contractors,  
25 including Arso Enterprises and Rapid Act, Inc. as

1 subs and Cosugas as a self-performing  
2 subcontractor. So this is 100 percent certified  
3 contractors.

4 Next slide? Thank you.

5 The second awarded project, the new classroom  
6 addition at McArthur High School went to James  
7 Pirtle. Eight certified subs are participating  
8 on this \$30.6 million project for a total of 42  
9 percent participation.

10 In summary, the total certified subcontractor  
11 commitment for both projects in this quarter was  
12 \$16.9 million representing 49 percent  
13 participation.

14 On the next slide EDDC has worked  
15 continuously to increase District awards to  
16 certified firms, particularly small businesses  
17 owned by African-American women and Caucasian  
18 women based on our recent disparity study in  
19 2023. This slide captures a different view of  
20 the certified subcontractor breakdown within the  
21 certified sub total amount.

22 Of note, last quarter there was an increase  
23 in sub commitment across all ethnicities shown in  
24 the Quarter 2 versus Quarter 1 column. The only  
25 exception was the non-minority males, which

1 decreased slightly by 63 percent. So we're very  
2 proud of that increase.

3 The next slide represents certification data  
4 by industry category. In the construction  
5 category during Quarter 2 there were 172 firms in  
6 the construction industry. Of the 172 there were  
7 80 certified pre-qualified firms. And of the 80  
8 certified pre-qualified firms, 44 were  
9 pre-qualified as general contractors, which  
10 represents 55 percent.

11 Furthermore, the 44 certified pre-qualified  
12 GCs equate to 39 percent of our entire pool of  
13 the District's pre-qualified contractors.

14 The analysis is important because, of course,  
15 you know there are numerous factors affecting the  
16 firms' participation at the prime level,  
17 including similar sized projects, financing,  
18 bonding capacity, and, of course, prompt payment.

19 Lastly, the total certified firms across the  
20 remaining three categories are as follows.

21 Commodities, 53; professional services 105; and  
22 other contractual services, 266.

23 While we had 580 firms certified during the  
24 second quarter, some of these firms are certified  
25 in multiple categories.

1           This slide illustrates the spend analysis  
2           breakdown by ethnicity and gender as compared to  
3           the disparity study. The economic impact of the  
4           SMART Bond program from fiscal year '15 Quarter 3  
5           to now has yielded 525 million in prime dollars  
6           that went to local and small businesses. Against  
7           the overall total of the SMART Program,  
8           cumulative total of 1.7 billion, the certified  
9           spend percentage was 30.29. The non-minority  
10          overall program spend was 69.71 percent.

11          In addition, EDDC began calculating the  
12          subcontractor commitment cumulatively as of  
13          fiscal year '20 through Quarter 3. So we started  
14          tracking it. As of fiscal '24 Quarter 2 the  
15          cumulative subcontractor commitment amount was  
16          111 million point -- \$111.2 million.

17          The economic impact of the SMART Bond program  
18          yielded 525 million in prime dollars that went to  
19          local and small businesses.

20          So during the reporting period we continued  
21          our marketing and outreach strategies.

22          I think I'm supposed to read the  
23          recommendation; right?

24          Okay. Let me read it. Florida TaxWatch  
25          recommends the District continue its efforts to

1 increase awards to businesses owned by  
2 African-Americans, Non-Minority Small Business  
3 Enterprises and Caucasian Women.

4 So our response is, during the reporting  
5 period we continued our marketing and outreach  
6 strategy to increase utilization and awards to  
7 African-American, Caucasian and Non-Minority  
8 Small Business Enterprises. The strategies  
9 incorporated survey and potential emerging small  
10 minority women business suppliers and  
11 disseminating our solicitations published on  
12 Demand-Star as well. We also did blasts of  
13 solicitation announcements to your small business  
14 community, such as the Broward County Black  
15 Chamber of Commerce, the Urban League of Broward  
16 County, the NAACP, the National Association of  
17 Women in Construction, the National Association  
18 of Black Women in Construction, the District's  
19 Small Business Advisory Committee and the Broward  
20 County Government, just to name a few of the  
21 people that we outreached to.

22 During the recording period our efforts  
23 resulted in a total of 467 marketing activities.  
24 The breakdown is on the screen. We had 125  
25 solicitation campaigns, 16 marketing campaigns

1 and we did 291 one-on-one technical assistance.

2 Lastly, we had 35 internal and external  
3 communications, which also included events which  
4 we participated in.

5 We invite you to follow us on our social  
6 media platforms where we promote procurement  
7 opportunities with direct links to DemandStar.  
8 Also on social media you can stay current on our  
9 programs and initiatives as well as our resources  
10 for the small business community.

11 In closing, I'm excited to announce that just  
12 this past Monday we hired an outreach and  
13 marketing specialist, Diana Agenor, started, and  
14 we are confident that her expertise will enhance  
15 our profile on-line and in the community. And  
16 this will also help us attract local business to  
17 the district and provide goods and services to  
18 our schools and administrative offices.

19 Thank you, Mr. Chair.

20 MR. HILLBERG: Thank you.

21 MS. KRISHNAIYER: I have a question. Not  
22 related to this topic, but what is being done at  
23 Lauderdale Manors? Can someone tell me what work  
24 is -- what's the construction work at Lauderdale  
25 Manors?

1 MS. MINCIE-MILLS: I'm going to have to defer  
2 that question to someone other than EDDC. But  
3 thank you for the question.

4 MS. KRISHNAIYER: You can get back to me  
5 later because it's mostly offices. That's why I  
6 asked.

7 MR. HILLBERG: I think that brings us to our  
8 update on Communications.

9 MS. GARTH: Good evening. So I can provide  
10 the Communication update. The team here,  
11 hopefully, can provide you with an answer.

12 Yvonne Garth, Garth Solutions, we're the  
13 communications liaison for the SMART Program. So  
14 for the quarter ending December, for us it's  
15 always an exciting time. Because over the winter  
16 break it allows us an opportunity to go out and  
17 capture all of the work that's underway while  
18 campuses are unoccupied. So during that quarter  
19 we conducted 37 site visits. And what that means  
20 is our photographer videographer goes out and  
21 captures the footage, but it also gives us an  
22 opportunity to take that content and update the  
23 individual school web pages as well as to post  
24 the exciting work that's underway on social media  
25 for those particular schools.

1           During the quarter we also had seven events,  
2           four of them were community meetings, but three  
3           were -- two were ribbon cuttings for South  
4           Plantation High School and for McFatter Technical  
5           College, so exciting to celebrate the completion  
6           of that work. And, of course, Rickards Middle  
7           School, it was really very exciting to be there  
8           and to witness the groundbreaking for that very  
9           special project.

10           So our numbers on social media continue to  
11           track pretty well. We try to incorporate what we  
12           call a follow-up campaign. So we try to  
13           incorporate content and try to encourage people  
14           to follow us. This just is highlights that we  
15           did capture quite a bit of footage over the  
16           winter break. If you are so inclined, you can  
17           scan the QR code, it will take you to the website  
18           and you can see the video content that we were  
19           able to gather. And the next couple of slides  
20           really just highlight the ribbon-cutting ceremony  
21           for McFatter and then lastly for Richards.

22           One of the last things I just wanted to  
23           mention with our events is the ribbon-cuttings  
24           and the groundbreaking, we've gotten quite a bit  
25           of media coverage, positive media coverage. So



1 if you -- for those of us that have been here  
2 since the beginning of the program, it's really a  
3 nice shift that the media is joining us in  
4 celebrating some of the accomplishments and these  
5 projects getting completed. So it's been a  
6 little bit of a paradigm shift and we're excited  
7 and proud of that.

8 So that is the Communications update. I'm  
9 happy to answer any questions you might have.

10 MR. HILLBERG: Thank you. I was going to ask  
11 about a video. We normally have a video during  
12 the meeting.

13 MS. GARTH: You do.

14 MR. HILLBERG: But we were deprived this  
15 time.

16 MS. GARTH: You know what, we thought you  
17 were getting tired of the videos.

18 MR. HILLBERG: It saves time. We can go and  
19 look on our own.

20 MS. GARTH: We provided the QR code.

21 MR. HILLBERG: Yes. Thank you. Any  
22 questions or comments?

23 MR. DEMOPOULOS: Great job.

24 MR. KIESS: I do have the follow-up for  
25 Lauderdale Manors Early Learning Research Center.

1 So the current project scope for the main project  
2 is the exterior walkways, new roofs and  
3 waterproofing, window replacements in Buildings  
4 1, 2, 4 and 5, HVAC component replacements in  
5 Buildings 1 through 7, Building 17 is going to  
6 have Test and Balance of existing systems,  
7 exterior painting of Buildings 2 and 9, and door  
8 replacement of Buildings 1, 2, 5, 9, ADA restroom  
9 renovations in Buildings 4 and 5, as well as --  
10 and that budget is 5.3 million and then you have  
11 in a roof carveout project that is completing the  
12 reroofing on Buildings 1, 2, 4, 5, 6, 7, 8, 9 and  
13 10.

14 MS. KRISHNAIYER: Thank you. It's a very old  
15 school but a charming school. But the kids  
16 are -- it's not full-time kids there. So that's  
17 why I asked.

18 MR. KIESS: Okay.

19 MR. HILLBERG: Okay. That leads nicely into  
20 Latha's presentation on the board meeting --  
21 workshop meeting. Sorry.

22 Take it away.

23 MS. KRISHNAIYER: Yeah, it was a board  
24 meeting. Was it a workshop? No.

25 MR. SHIM: It was a workshop.

1 MS. KRISHNAIYER: Okay. I went through the  
2 points that the committee wanted me to make. Of  
3 course, first of all, that we were seeing  
4 progress and we were pleased with it, to  
5 concentrate on finishing the projects. And we  
6 were also -- I also addressed the vacancies on  
7 the board and appealed to the board to have them  
8 filled. And also an option for those who cannot  
9 attend, it was Ann, I think, with Disability  
10 Awareness that wanted to attend virtually and  
11 could not. So I brought that up and said if --  
12 and we are bringing -- everyone is bringing it  
13 up, more or less, because there's a quorum  
14 problem for every committee it looks like, you  
15 know, district committees, because we had a  
16 meeting -- committees had a meeting with the  
17 Superintendent who wanted to know some of the  
18 concerns that various advisories had. And also I  
19 asked them about the errors and omissions policy  
20 and asked them to adopt one. And also to make  
21 sure that the current risk assessment is released  
22 in time. And if the future one, the next one's  
23 ready, to get that to us also. And I  
24 complimented the social media and outreach  
25 efforts and that, you know, that was making a lot

1 of progress. And I was thankful to Bob and  
2 TaxWatch for keeping us on the straight line.

3 MR. NAVE: Thank you.

4 MS. KRISHNAIYER: Board members, I think  
5 their response was, most of them spoke that the  
6 status improved, and also providing the board  
7 with responses in time, and they hoped that it's  
8 thanks to us. And when I mentioned that we  
9 wanted them to concentrate on finishing projects  
10 the answer was that the resolution was very  
11 important and they expect to close out by October  
12 2025 and to beat that deadline. That's what  
13 their intent is. And also there was a lot of --  
14 I didn't really -- it's not something we  
15 addressed, but something about the government  
16 should understand their role when it had to do  
17 with vendors and monitor the projects and all  
18 that. That's not what we addressed, but, you  
19 know, it was -- it was mentioned. And also the  
20 fact that the projects included 146 million more  
21 than was first talked about and that we have gone  
22 above and beyond what was promised but also that  
23 money came from taxpayers. And I'm not sure  
24 where it came from. Can you tell us, Omar, what  
25 Mr. -- Dr. Zeman was alluding to because he was

1 very keen that I bring this back.

2 MR. SHIM: Yes. I think that when we did the  
3 assessment of 2014 that we looked at some  
4 particular projects, and one of them is  
5 Northeast, where we expanded the scope and added  
6 additional dollars to have a much, I guess, what,  
7 you know, a much more improved scope upon some of  
8 the things because of the investments into the  
9 buildings. Some of the building were older and  
10 the board changed directions on those to increase  
11 the scope. So, basically, what Dr. Zeman's point  
12 is that we -- beyond what was foreseen in the  
13 2014 needs assessment, we went beyond that by 146  
14 million by delivering scope such as this building  
15 at Northeast than what was actually promised in  
16 the bond.

17 MS. KRISHNAIYER: Okay. And so he wanted to  
18 make sure that taxpayers were aware that the  
19 delivery was more than what was initially  
20 expected. They talked a lot, which was not our  
21 issue, about the second investigation from the  
22 Office of the Inspector General and that came  
23 into the conversation. But the one that more or  
24 less is our scope is, they were a little  
25 concerned about the contract awards to,

1 especially, as you mentioned, female Caucasian  
2 businesses and one of the questions we were  
3 asked -- asked of us is if we had discussed  
4 particularly the pay. That was an issue. It was  
5 asked directly, that if the board -- bond  
6 oversight committee had discussed the issue of  
7 pay or low pay or delay in pay or whatever,  
8 because that was a longstanding barrier to  
9 attracting these businesses. They could not  
10 afford to work with BCPS -- the Broward County  
11 Public Schools based on, you know, the boards  
12 closeout resolution that the process was  
13 different from the neighboring district's. And I  
14 think that process had begun to fix some of that;  
15 right? Okay. I think so.

16 MR. SHIM: Yes, we did a pretty extensive  
17 review of our processes around payments where we  
18 went through each step of the way, and, you know,  
19 especially with e-Builder, the process is fairly  
20 automated now. But, you know, I worked with  
21 Atkins and AECOM and looked at each process along  
22 the way in the payment process to make sure that  
23 there are things that we could make concurrent  
24 steps, reviews of payment applications, instead  
25 of successive reviews. And we limited the

1       timeframe and also put in place management  
2       reports that we review weekly -- actually, twice  
3       a week we review payment reports on payment  
4       applications to make sure that they go through in  
5       a timely process. The reviews are extensive and  
6       sometimes construction payment applications,  
7       they're not the same as, you know, invoices that  
8       you get anywhere else and it takes a certain  
9       skill set to review them and to make sure that  
10      they're right. But to the extent that, as  
11      possible, we review the process to make sure that  
12      it took the normal amount of time. We're also  
13      looking at change orders and that process to make  
14      sure that that process also is -- is smooth.

15           MS. KRISHNAIYER: Well, they referred to  
16      that, that now that the Superintendent has the  
17      authority from what, 5 to 25, yeah, that it would  
18      move faster and they referred to what you  
19      reported on the delay in payment and that they  
20      don't want to work with the school district. So  
21      they referred to the work you were doing. So  
22      that was a large part of the conversation.

23           And, finally, they recommended that a weekly  
24      update be provided on the high-risk schools which  
25      I referred to earlier. And once they are off the

1 high risk that it come on a monthly basis. And  
2 they complimented social media, you were there,  
3 the outreach. They were very pleased with that  
4 and they wanted to expand it a little bit, I  
5 think. And they were going to talk to John about  
6 expanding or, you know, something.

7 MS. GARTH: I think they -- one of the  
8 comments was just that we spell out the  
9 handles --

10 MS. KRISHNAIYER: Right. Right.

11 MS. GARTH: -- a little bit more. So we  
12 started to do that. As you can see they were  
13 everywhere in the presentation. So we did do  
14 that and we're working with John to push out  
15 content through the District platform, because,  
16 obviously, the District has a much larger  
17 following. We have also been doing that.

18 MS. KRISHNAIYER: And the new marketing  
19 person Farah, is it? Is she going to be helped  
20 with our SMART Bond? They have a new person;  
21 right? That's what the Superintendent said.

22 MR. SHIM: There are a lot of new faces, but,  
23 yeah.

24 MS. KRISHNAIYER: Yeah, someone that deals  
25 with marketing, all of this stuff. So if they



1 are marketing the good news from the school  
2 district maybe they could include the SMART Bond  
3 news in that.

4 MS. GARTH: We do work closely with Mr.  
5 Sullivan and his team and we collaborate so they  
6 know what we're doing, they help us push out  
7 information. So it has been a great  
8 collaborative effort but I believe the individual  
9 that you're mentioning is somebody new to help  
10 with community outreach.

11 MS. KRISHNAIYER: Right. Right. Right. So  
12 that's it.

13 MR. HILLBERG: Very thorough. Thank you.

14 So that brings us to the next school board  
15 workshop. And Parth can I put you on the spot to  
16 go to the next board workshop if we give you some  
17 points to talk about?

18 MR. PATEL: I can. I would -- I would  
19 actually ask for the -- for the next one. I  
20 don't mind going to the next one, but I don't  
21 know, I'm not sure I'll be in town that week.

22 MR. HILLBERG: Okay. It's either that or  
23 Tommy. You guys rotate and work it out. And  
24 what I'm saying is then, Bill, you'll go and then  
25 I'll go. We'll get into kind of a rotation thing

1 so we can kind of predict what's happening.

2 MR. DEMOPOULOS: I can do the next one.

3 MR. HILLBERG: Okay. Speaking of points --  
4 so, Tommy, you're going to go?

5 CHIEF DEMOPOULOS: Yes, sir.

6 MR. HILLBERG: All right. So speaking of  
7 points, I've got two. One is not -- it needs to  
8 be polished. But in the construction process we  
9 have more than 200 projects coming and we have to  
10 stop adding out of scope work. Okay? And also,  
11 not really mentioned is, I'd like to investigate  
12 condensing the closeout process. I don't know if  
13 e-Builder has timed assignments and substantial  
14 completion starts that starts like a timer to  
15 final completion and -- you understand what I'm  
16 saying? Does -- can e-Builder put deadlines in  
17 where there are alerts that people know that this  
18 is two days late?

19 MR. McINTYRE: That, we do have in e-Builder  
20 and it does work, the milestones or contractual  
21 milestones. But we can put in some milestone  
22 opportunity notices. So that if it's -- if it's  
23 sitting with person A for two days too long we  
24 can get a notification up.

25 I think more importantly the goal is to do

1 what Omar has talked about on the invoicing side,  
2 which is to take our -- put closeout into an  
3 overlap versus a -- or a parallel process versus  
4 a start to finish, where it's A, B, C. There are  
5 things we can do A, B, C, concurrently. So I  
6 think we want to look at the process that way.  
7 But in the end it -- it still comes down to wet  
8 signatures that become the stopping point, where  
9 we need a wet signature that permits have been  
10 finalized. We need a wet signature from the  
11 architect that says, yes, I am saying it is  
12 final. So we could do many things within the  
13 process, but those tend to be the sticking points  
14 to a degree.

15 MR. HILLBERG: Okay.

16 MR. McINTYRE: And we could still put  
17 notices, though, so that we could have alerts.  
18 So-and-so you are -- you're late or you're 10  
19 days late. So we can do that and we can build  
20 that into the process if you think that's a true  
21 value.

22 MR. HILLBERG: I wouldn't know if it's a true  
23 value or not. I'd look to your organization to  
24 be able to say what can we do to collapse the  
25 time it takes to close out projects. There was

1 one, and I'm sure it's an anomaly, it just caught  
2 my eye, Davie Elementary School took two and a  
3 half years to close out. And I'm sure there's  
4 some crazy circumstances with that, but I would  
5 think that -- I understand that projects have to  
6 stay open to the warranty defect discovery  
7 period, which is a year, but during that time I  
8 think everybody could scramble and get all the  
9 paperwork ready to go so that shortly after the  
10 warranty inspection is completed and there are no  
11 issues and maybe a month later the all clear is  
12 given to close the project all the paperwork is  
13 already done. I mean -- that would be -- I would  
14 like to see a goal like that. But, you know, two  
15 and a half years, that's -- I'm sure there's a  
16 something, some good reason for that, but  
17 we're -- like you said, we're going to come up on  
18 over 200 projects so I'd like to close that down.  
19 And at the end of the project the whole process  
20 is going to drag on and it's going to affect all  
21 of us, much less the taxpayers.

22 Thank you.

23 MR. DEMOPOULOS: Can you repeat all that so I  
24 can have it?

25 MR. HILLBERG: Yes, condense the closeout

1 process.

2 CHIEF DEMOPOULOS: I would guess I would add  
3 that we voted a new chair. So congratulations.  
4 We can add that.

5 MS. KRISHNAIYER: And vice chair.

6 CHIEF DEMOPOULOS: And vice chair.

7 What are the thoughts on mentioning about  
8 lengthening projects, potentially 19, or more, or  
9 less, not meeting that October 2025 deadline?  
10 And what happens after that? Is there another --  
11 is this just extended, how does that --

12 MR. HILLBERG: Yeah. Good. Yeah, are  
13 there -- yeah.

14 MS. KRISHNAIYER: And we're all reaching out  
15 to try and get new members to fit the board.

16 CHIEF DEMOPOULOS: Yeah.

17 MR. HILLBERG: Okay. That's four.

18 CHIEF DEMOPOULOS: What time is that meeting?

19 MR. HILLBERG: Usually 9, 10.

20 MR. DEMOPOULOS: If you send me an invite,  
21 that way I know where I'm going. Thanks.

22 MR. SHIM: Okay. We'll be in touch. We'll  
23 get you a time. But usually we put ourselves on  
24 the first of the meeting.

25 MR. DEMOPOULOS: So, usually, it's around 9

1 or 10.

2 MS. KRISHNAIYER: Except if there was a  
3 parliamentary briefing before that.

4 MR. HILLBERG: Okay. Future Bond Oversight  
5 Committee meeting dates. I don't have an issue  
6 with them they are so far off. 6/20 is getting  
7 close to vacation time but I can get it in before  
8 I go.

9 MR. DEMOPOULOS: Mr. Chair, I can tell you I  
10 definitely won't be here on the 20th. I'll be in  
11 New York. But if there's a virtual option, I'll  
12 try to log in.

13 MR. SHIM: What is the date?

14 MR. DEMOPOULOS: 6/20 I will not be here.

15 MR. SHIM: 6/20. Okay. What we can do is  
16 try to resolve that and maybe find a different  
17 day. So, we'll be in touch and try to  
18 coordinate.

19 MR. HILLBERG: Okay. The other dates, too  
20 far out?

21 MR. PATEL: Should be good.

22 MR. TRACY: They look good now.

23 MR. HILLBERG: Oh, yeah, they look good now.

24 Okay. That brings us to recess the business  
25 meeting and convene a public hearing. Do we have

1 any public speakers?

2 I'm getting, no.

3 So we adjourn the public hearing, reconvene  
4 the business meeting and go into discussion. Is  
5 there any further discussion?

6 MS. KRISHNAIYER: No.

7 MR. HILLBERG: We're discussed out?

8 Okay. So the next one is adjournment.

9 MR. TRACY: Motion to adjourn.

10 MR. DEMOPOULOS: Second.

11 MR. HILLBERG: The meeting is adjourned.

12 (Meeting was concluded at 7:58 p.m.)  
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REPORTER'S CERTIFICATE

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STATE OF FLORIDA  
COUNTY OF BROWARD

I, Timothy R. Bass, Court Reporter and Notary Public in and for the State of Florida at Large, hereby certify that I was authorized to and did stenographically report the foregoing proceedings, and that the transcript is a true and complete record of my stenographic notes thereof.

Dated this 2nd day of April, 2024, Fort Lauderdale, Broward County, Florida.



TIMOTHY R. BASS  
Court Reporter







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