



BROWARD COUNTY

Board of Rules & Appeals

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<http://broward.org/codeappeals.htm>

BOARD OF RULES AND APPEALS

FEBRUARY 8, 2018

MEETING MINUTES

Call to order:

Vice Chair Kenneth Wynn called a published meeting of the Broward County Board of Rules and Appeals to order at 7 p.m. The roll was called and the following members were present:

Present:

Kenneth Wynn, Vice Chair
Ron Burr
Gregg D'Attile
John Famularo
Jeffrey Lucas, FM, CFI, CFEI
John Sims
Abbas H. Zackria
Robert A. Kamm, P.E. (arrived after Item 2)
Daniel Rourke
Dennis A. Ulmer
Stephen E. Bailey, P.E.
Jeff Falkanger
Robert Taylor

After the roll call, the presence of a quorum was announced.

Approval of Minutes

MR. LUCAS MADE A MOTION AND MR. FAMULARO SECONDED THE MOTION TO APPROVE THE JANUARY 11, 2018 MEETING MINUTES AS CORRECTED. THE MOTION CARRIED BY UNANIMOUS VOTE OF 12-0. MR. LUCAS ASKED THAT THE SPELLING OF DOLLARS AND ENVELOPES BE CORRECTED ON THE FOURTH LINE OF ITEM 9.

CONSENT AGENDA

1. Certifications – Staff Recommended

MR. BURR MADE A MOTION AND MR. D'ATTILE SECONDED THE MOTION TO APPROVE ALL SUBMITTED CERTIFICATIONS. THE MOTION PASSED BY UNANIMOUS VOTE OF 12-0.

2. **Amendments to the Broward County Administrative Provisions to the 6th Edition (2017) of the Florida Building Code (Chapter 1), Section 105.3.7 “Applicable Code of Manufactured Buildings” to correct a numbering error, and Section 105.17 “Streamlined low-voltage systems installation permitting” to reflect recent changes to Florida Statute 553.793.**

a. Staff Report

Mr. Rolando Soto, Chief Mechanical Code Compliance Officer, noted a correction of Section 105.3.7 which is shown as 105.3.6 by mistake. With respect to 105.17, Streamlined low-voltage alarm system installation permitting, staff realized that Senate Bill 190 in 2017 that was in process at the time staff was updating Chapter 1. The changes as a result of that bill are captured in this draft.

b. Public Hearing

Vice-Chair Wynn opened the floor for a public hearing, but there was no one wishing to speak.

c. Board Action

A MOTION WAS MADE BY MR. LUCAS AND SECONDED BY MR. FAMULARO TO ACCEPT THE AMENDMENTS AS RECOMMENDED. THE MOTION PASSED BY UNANIMOUS VOTE OF 12-0.

A plaque of appreciation for his service as chairman for the last two years was presented to Mr. Lucas.

Mr. Kamm arrived at the meeting.

3. **Updates to Broward County Board of Rules and Appeals Policy #06-03, entitled Minimum Code Requirements for Permanent Residential Type Stand-by Generators.**

a. Recommendation of the Mechanical Committee

Mr. Rolando Soto, Chief Mechanical Code Compliance Officer, advised that at a joint meeting of the Mechanical and Smoke Control and Electrical Committees Board Policy 06-03 described above was approved. He elaborated upon complaints received by staff. As such he drew attention to Item 5 that includes an exception proposal that would accommodate property owners with smaller properties to have generators. The other changes are simply updates to the standards, codes, etc.

Vice-Chair Wynn opened the floor for a public hearing, but there was no one wishing to speak.

b. Board Action

A MOTION WAS MADE BY MR. LUCAS AND SECONDED BY MR. ZACKRIA TO ACCEPT THE UPDATES AS RECOMMENDED. THE MOTION PASSED BY UNANIMOUS VOTE OF 13-0.

4. Approval of Contract of Classes to be offered by the National Fire Protection Association (NFPA) for inspectors, plans examiners, chiefs, building officials and fire marshals.

a. Recommendation of Administrative Director

Mr. James DiPietro, Administrative Director, explained it is recommended the contract be approved including the highlighted information in the handout from the Board Attorney which is attached to these minutes. He noted that several months ago the Board approved the concept of this expenditure over a three-year period and bring a higher educational standard to the professionals throughout the county. It has been approved by the County.

Mr. Charles Kramer, Board Attorney, reviewed the highlighted information that includes changes (Sections 10, 6.2 and 24) he recommended for the Board's protection. NFPA has agreed to the changes.

b. Board Action

A MOTION WAS MADE BY MR. D'ATTILE AND SECONDED BY MR. TAYLOR TO APPROVE THE CONTRACT INCLUDING THE ATTACHED CHANGES. THE MOTION PASSED BY UNANIMOUS VOTE OF 13-0.

5. Request of Board Member Gregg D'Attile to discuss rental apartment maintenance repair technician exemptions per Florida Statute 489.103(23).

Mr. D'Attile advised that Florida recently adopted a law that allows apartment maintenance workers to do general contractor work such as change water heaters, A.C. units, electrical work and so on without a permit if they have taken a 90-hour course. Palm Beach County made more restrictive changes through their County Commission and licensing board. He felt it is a tremendous lowering of standards.

a. Board Discussion

Some discussion ensued about a \$1,500 limit on securing a permit for city or county staff or private maintenance groups. Mr. Charles Kramer, Board Attorney, clarified that particular threshold provision has to do with non-structural, non-electrical, non-plumbing and non-HVAC. In response to questions about implementation of something along the lines of what Palm Beach County adopted, the Board Attorney pointed out that Section 489.103(23) would not apply to Broward County in that Special Act 71-575 takes precedence over state statute and affords citizens in this county a higher standard. Mr. Burr saw a real danger from a safety perspective. Mr. D'Attile commented that there is a lot of unpermitted work occurring in apartment complexes. He felt the licensing board and code compliance should pay closer attention. Mr. James DiPietro, Administrative Director, elaborated upon information received from Michael Goolsby (Miami-Dade

County Department of Regulatory and Economic Resources) provided the Board for this item. Mr. Goolsby indicated that Miami-Dade was successful in getting an exception placed in this provision and that because Miami-Dade already has maintenance licenses, 489 did not impact Miami-Dade. Palm Beach and Miami-Dade have both implemented something tougher. Mr. Zackria believed and Mr. DiPietro concurred that this Board could make a recommendation and the County Commission would need to adopt something. Mr. Zackria suggested the Board request the Board Attorney to research the matter and provide a recommendation back to this Board.

b. Board Action

MR. D'ATTILE MADE A MOTION AND MR. ROURKE SECONDED THE MOTION REQUESTING THE BOARD ATTORNEY TO REVIEW THE MATTER WITH THE COUNTY ATTORNEY'S OFFICE. THE MOTION PASSED UNANIMOUSLY BY A VOTE OF 13-0.

6. Director's Report

Mr. James DiPietro, Administrative Director, advised that the legislative bill included in the agenda materials has apparently gone by the wayside. There is nothing else to bring up at this time.

7. Attorney's Report - none

8. Committee Report - none

9. General Board Members Discussion

10. Public Comment (3 minute limit per person) and written communication - none

11. Adjournment

Having no further business to go before the Board, the meeting adjourned at 7:34 p.m.

A handwritten signature in black ink, appearing to read 'K. Wynn', is written over a horizontal line. The signature is cursive and somewhat stylized.

Kenneth B. Wynn – Vice Chair

10. **Cancellation.** In the event Client is unable to meet the minimum attendee requirements for a particular Course, the parties may mutually agree in writing to cancel that Course without penalty, provided that Client provides such notice at least thirty (30) days in advance. Client shall nevertheless be required to pay NFPA for all expenses incurred in connection with the Course in advance of such notification. In the event Client meets the minimum attendee requirements, but cancels a Course for any reason within thirty (30) days of the Course start date, Client shall be liable to NFPA for the applicable fees as set forth in Section 3. Either party may cancel without ramifications if there is an Act of God. In the event NFPA cancels a course within thirty (30) days of the Course start date, NFPA shall be liable to Client for either a full refund, or reimbursement of all costs, fees and expenses necessary to receive same or substantially the same training, such choice to be made at the discretion of the Client. In the event of reimbursement, such reimbursement not to be unreasonably withheld. The parties shall make reasonable efforts to postpone or reschedule any course cancelled inside the above 30 day notice requirement, agreement on such postponement or rescheduling shall negate any payment or reimbursement under this section. Such limitation is conditional upon any notice of rescheduling of classes being received by Client no later than twenty-four (24) hours prior to the scheduled start of any class(es). Failure to receive notice of rescheduling waives any limitation of claims for damages by Client or any branch of the 31 cities of the League of Cities of Broward County.

6.2) Termination for Material Breach. Either party may terminate this Agreement if the other party breaches any of its representations or warranties, or fails to observe or perform, or breaches any term or condition of this Agreement and does not cure such breach or failure within fifteen days after receipt of notice of such breach or failure. If by Client, Client shall reimburse NFPA for any reasonable costs and expenses incurred by NFPA in the performances of the Services prior to the effective date of termination. If by NFPA, NFPA shall reimburse client for any reasonable costs and expenses incurred by client in obtaining same or substantially the same services by another party. Such reimbursement shall not be unreasonably withheld, but shall nevertheless be limited to a course or courses which have been mutually agreed upon and scheduled and for which Client has expended or committed funds prior to NFPA's termination to the extent that such funds cannot be otherwise recouped with the exception of any damages incurred by Client or any branch of the 31 cities of the League of Cities of Broward County as a result of failure to provide a minimum twenty-four (24) hour advance notice of the need for termination.

24. **Applicable Law.** This Agreement, and its validity, construction and performance shall be governed by and construed in all respects under the laws of the State of Florida, County of Broward, without regard to the laws that would otherwise apply under applicable choice of law principles. The parties hereto agree to submit to the exclusive jurisdiction of the federal and state courts located in the State of Florida, County of Broward, in connection with any matters arising out of this Agreement and to waive any objection to the propriety or convenience of venue in such courts.