



Town Commission

Jarvis Hall 4505 N. Ocean Drive

Regular Town Commission

REGULAR TOWN COMMISSION

Being held at Tuesday, December 10, 2019
Jarvis Hall 4505 N. Ocean Drive

1. **CALL TO ORDER, MAYOR CHRIS VINCENT**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **INVOCATION – Rabbi Benzion Singer**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
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 - 5.c Christmas-By-The-Sea Recap (Debbie Hime, Special Projects Coordinator)
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6. **PUBLIC COMMENTS**
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9. **TOWN ATTORNEY REPORT**

10. **APPROVAL OF MINUTES**

- 10.a November 12, 2019 Town Workshop Minutes
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11. **CONSENT AGENDA**

- 11.a Beach Cleaning Services Contract (Ken Rubach, Municipal Services Director)
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- 11.b Phase 3 Camera Purchase & Installation (Ken Rubach, Municipal Services Director)
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[EX 1 LBTS Phase III Purchase Agreement.pdf](#)
[EX 2 PHASE III CAMERA LAYOUT.pdf](#)
- 11.c 2020 Nissan Versa Lease - Parking Services (Ken Rubach, Municipal Services Director)
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[EX 1 Lease Quote.pdf](#)
[EX 2-AG 2019-20 - Enterprise Fleet Mgmt.pdf](#)
- 11.d Special Event Application for the Sunday, January 26, 2020 A1A Marathon and Sunday, February 14, 2020 A1A Marathon (Debbie Hime, Special Projects Coordinator)
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[Ex1 2020 and 2021 AIA Marathon SEA.pdf](#)
[Ex2 A1A Marathon Letter for two year approval.pdf](#)

12. **OLD BUSINESS**

- 12.a Request for Further Stay of Town's Foreclosure Lawsuit Against FDG South so that Concord Wilshire Capital, LLC Can Continue to Pursue Redevelopment (Susan Trevarthen, Town Attorney)
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[Ex1 12-11-18 AM FDG Foreclosure 3EH2625.pdf](#)
[Ex2 1-22-19 AM FDG Foreclosure_3EO3424.pdf](#)
[Ex3 3-12-19 AM FDG Foreclosure.pdf](#)
[Ex4 Draft Joint Motion to Extend Stay through December 30 2020.lc.pdf](#)

13. NEW BUSINESS

- 13.a** Downtown Code Enforcement (Noise and Sidewalk Crowds) (Bill Vance, Town Manager)

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14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

- 15.a** Ordinance 2019-11 - ORDINANCE 2019-11
AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, GRANTING TO PEOPLE'S GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, A FLORIDA CORPORATION, A NONEXCLUSIVE FRANCHISE IN THE TOWN OF LAUDERDALE-BY-THE-SEA; AUTHORIZING PEOPLES GAS SYSTEM TO USE THE PUBLIC RIGHTS-OF-WAY AND STREETS OF THE TOWN, FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, OPERATING, AND EXTENDING GAS LINES IN THE STREETS AND PUBLIC PLACES OF SAID TOWN; PROVIDING FOR A FRANCHISE FEE; PROVIDING FOR TERMS AND CONDITIONS OF SUCH GRANT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (Bill Vance, Town Manager)

[CoverPage.pdf](#)

[Ex1 Ord 2019-11.pdf](#)

16. ORDINANCES 2nd Reading

- 16.a** Ordinance 2019-09 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 9 "FLOOD PREVENTION AND CONTROL" TO UPDATE REGULATIONS IN ORDER TO COMPLY WITH THE CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)-APPROVED, FLOODPLAIN MANAGEMENT ORDINANCE AND CONFORM WITH STATE CITATIONS AND MANDATES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. (Linda Connors, Development Services Director)

[Coverpage.pdf](#)

[Ex1 Ordinance 2019-09 Chapter 9 Flood Prevention.pdf](#)

- 16.b** Ordinance 2019-10 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SETTING MARCH 17, 2020 FOR THE TOWN'S 2020 GENERAL MUNICIPAL ELECTIONS DATE TO COINCIDE WITH THE PRESIDENTIAL PREFERENCE PRIMARY ELECTION DATE AS ALLOWED BY SECTION 101.75, FLORIDA STATUTES; ESTABLISHING THE QUALIFYING PERIOD FOR THE 2020 GENERAL MUNICIPAL ELECTIONS TO OCCUR FROM NOON ON THURSDAY JANUARY 2, 2020 THROUGH NOON ON THURSDAY JANUARY 9, 2020, AS REQUIRED BY THE SUPERVISOR OF ELECTIONS; PROVIDING FOR THE DATE

ON WHICH ELECTED OFFICIALS TAKE OFFICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (Tedra Allen, Town Clerk)

[CoverPage.pdf](#)

[Ordinance 2019-10.pdf](#)

17. RESOLUTIONS – PUBLIC COMMENTS

- 17.a** Resolution 2019-42 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2018/2019 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT “A”; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2018/2019 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE. (Lucila Lang, Finance Director)

[Cover Page.pdf](#)

[Resolution 2019-42.pdf](#)

- 17.b** Resolution 2019-43 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, MODIFYING THE PARKING FEES BY UPDATING THE HOURLY AND DAILY PARKING METER RATES; PROVIDING FOR CONFLICTS AND FOR AN EFFECTIVE DATE (Bill Vance, Town Manager)

[Cover Page.pdf](#)

[Parking Rates Resolution 2019-43.pdf](#)

- 17.c** Resolution 2019-44 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT WITH CALVIN GIORDANO & ASSOCIATES FOR CODE COMPLIANCE SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE. (Linda Connors, Development Services Director)

[Cover Page.pdf](#)

[Ex1_Resolution_2019-XX_Code_Compliance_Contract \(1\).pdf](#)

[Ex2 Code Compliance Services Agreement-COMBINED.pdf](#)

- 17.d** Resolution 2019-45 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT WITH THE CORRADINO GROUP FOR CONSULTANT SERVICES RELATED TO THE PEDESTRIAN AND BICYCLE CIRCULATION ENHANCEMENT PLAN; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE. (Linda Connors, Development Services Director)

[CoverPage.pdf](#)

[Ex1 RFP Pedestrian Plan FINAL.pdf](#)

[Ex2 Corradino RFP Response.pdf](#)

[Ex3 Lauderdale by the Sea.pdf](#)

[Ex4 Resolution 2019-45 Pedestrian Plan Agreement.pdf](#)

- 17.e Resolution 2019-46 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING THE REMOVAL OF GLASS FROM THE LIST OF MATERIALS THAT CAN BE COLLECTED IN CURBSIDE RECYCLING PROGRAMS; PROVIDING FOR AN EFFECTIVE DATE (Bill Vance, Town Manager)

[CoverPage.pdf](#)

[Reso 2019-46.pdf](#)

18. QUASI JUDICIAL PUBLIC HEARINGS

- 18.a Site Plan modification for 100 Commercial Blvd. (Linda Connors, Development Services Director)

[CoverPage.pdf](#)

[Exhibit 1-Application and Plans.pdf](#)

[Exhibit 2-12-5-19 Planning and Zoning Board Staff Report.pdf](#)

[Exhibit 3-P&Z Action Agenda 12-5-19.pdf](#)

[Exhibit 4-100 Commercial Blvd Development Order.pdf](#)

- 18.b Site Plan Modification for 4329 El Mar Drive (Seaside Villas f/k/a Eastward Strand)(Linda Connors Development Services Director)

[CoverPage.pdf](#)

[EX 1 Application and Plans-FINAL.pdf](#)

[EX 2- Planning and Zoning Board Staff Report 12-5-19.pdf](#)

[Ex 3-P&Z Action Agenda 12-5-19.pdf](#)

[Ex 4 4329 El Mar Drive Development Order.pdf](#)

19. ADJOURNMENT

THE TOWN OF LAUDERDALE-BY-THE-SEA WILL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES NECESSARY TO AFFORD INDIVIDUALS AN EQUAL OPPORTUNITY TO PARTICIPATE IN MEETINGS OF THE TOWN COMMISSION. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE TOWN CLERK NO LATER THAN TWO (2) DAYS PRIOR TO THE MEETING AT (954) 640-4200 FOR ASSISTANCE.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE TOWN COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSES MAY NEED TO INSURE THAT A VERBATIM RECORDING OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PROCEDURES FOR PUBLIC COMMENTS:

Public Comments may address issues that are not on this meeting's agenda, but should relate to the business of the Town, and should not contain personal attacks. If your comment requires follow up, the Town Manager will have a staff person respond to your concerns, and will advise us of the outcome.

The Town Clerk will read off the names of those who have signed up to speak. When your name is called, please come to the podium, state your name for the record, and indicate whether you are a Town resident. Do not state your address. You have up to three minutes to make your comments, but there is no requirement to use the entire time. If you wish to address a particular Commissioner or member of Town Administration, please do so by use of their title.

If you wish to approach the Commission dais to hand out a document or for some other reason, please request permission and state your reason for doing so. All documents to be provided to the Commission should be handed to the Town Clerk for distribution.

These procedures have been developed to assure that the Town Commission meeting time is efficiently used, and that meetings are conducted in a polite and respectful manner. More information on the decorum rules for Town Commission meetings is available in Section 2-23 of the Town Code of Ordinances.



Town Commission Agenda Item Report

Meeting Date: December 10, 2019

Submitted by: Mayor Chris Vincent

Submitting Department: Commission

Item Type: Presentations

Agenda Section: PRESENTATIONS

Subject Title:

Solstreet Presentation (Lisa Smith, Solstreet)

Explanation:

Mayor Vincent has invited Lisa Smith with Solstreet to give a brief presentation on a solar charging bench at the Uber/Lyft pick up\drop off site on Bougainvilla Drive.

Recommendation:

N/A

Attachments:

1. Ex1 – Photo of charging bench
2. Ex2 – Capacity Statement

solstreet

sit. charge. discover.



US Utility Patent 8,075,054
UBER/LYFT Pick up and Drop Off
Lauderdale By The Sea



With the solar-powered charging bench, communities can display full color advertisements of products, services, and events anywhere people want to be: outdoor malls, traffic hubs, campuses, hospitality spots, parks, sidewalks and boardwalks. Locals and visitors stop by to recharge phones and devices while being updated on public events and business offerings communicated in real-time on the E ink interactive bulletin board.

Communities, municipalities, and organizations take advantage of **solstreet** features in a variety of ways:

With a monthly lease, the locality fully controls the lighting schedule, content, and any income from the LED backlit advertising, along with the dynamic content of the E ink screen. **solstreet** supervises the installation and maintenance.

Or **solstreet** and our partners handle the media sales and the locality gets a significant percentage of revenue generated by the LED backlit advertising and the dynamic content of the E ink screen, with no costs for installation and maintenance.



Specifications

- Durable aluminum weather-proof construction
- Rated to 150 mph wind load
- Dimensions: 72" wide x 36" deep x ~102" high
- Seats 6 adults, provides 6 marine-worthy USB outlets
- Simple 8 bolt installation, no trenching required
- 40" x 60" static full color LED back-lit advertising
- 41" diag. E ink high contrast grayscale panel
- Remote information sharing with daylight readability
- Sunprime 370w frameless bi-facial solar module
- Protected under U.S. Utility Patent 8,075,054.

Team Capabilities

Lisa Smith has extensive experience in furniture & industrial design, exhibited at the Cooper Hewitt National Design Museum, Smithsonian Institute, MoMA design store and published in international magazines. Clients include Steelcase, Haworth & more. She holds several U.S. Design & Utility Patents. www.lisasmith.net

Ron Celentano has designed, installed, tested, & inspected solar PV systems since 1996. Currently President of PASEIA, VP of MSEA for Pennsylvania, on the board of both PSEA and the Technical Advisory Board of Power Up Gambia.

Laurence Hirsch is the President of LGH Strategies a full service government and public affairs consulting firm specializing in the development of strategic partnerships, organizational and resource development. Larry and LGH Strategies will bring decades of experience to creating partnerships to develop new markets that will benefit from Solstreet.

Grace Williams holds an MBA in Finance and International Business from NYU and a BA from Princeton. She saw solstreet at Time Square and wanted to be part of our team immediately. Grace will perform specialized research to deliver strategic insights and actionable recommendations. She will offer her guidance to create an environment of cooperation, collaboration and teamwork.



Town Commission Agenda Item Report

Meeting Date: December 10, 2019

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Presentations

Agenda Section: PRESENTATIONS

Subject Title:

Arbor Day Proclamation (Bill Vance, Town Manager)

Attachments:

1. Arbor Day Proclamation



PROCLAMATION

*Issued by the Governing Body of the
Town of Lauderdale-By-The-Sea, Florida*

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world; and

WHEREAS, the State of Florida celebrates Arbor Day the third Friday in January; and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees in our Town increase property values, enhance the economic vitality of business areas and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, Arbor Day encourages the preservation and replenishment of trees bestowing a long-range benefit on generations to come; and

WHEREAS, on Friday, January 17th, 2020 at Lauderdale-By-The-Sea a tree planting will begin at 10:00 a.m.; and

NOW, THEREFORE, I, Chris Vincent, Mayor of the Town of Lauderdale-By-The-Sea, Florida, and in concurrence with the Town Commission hereby proclaim Friday January 17, 2020 as:

" Arbor Day"

In the Town of Lauderdale-By-The-Sea, Florida and urge all citizens to celebrate Arbor Day and to support efforts to care for and protect our trees, and further, I urge all citizens to plant trees to gladden the hear and promote the well-being of this and future generations.

*In witness whereof we have hereunto set our
hands and caused this seal to be affixed*

Attest: _____
Tedra Allen, CMC
Town Clerk

Chris Vincent, Mayor
December 10, 2019



Town Commission Agenda Item Report

Meeting Date: December 10, 2019

Submitted by: Debbie Hime

Submitting Department: Administration

Item Type: Presentations

Agenda Section: PRESENTATIONS

Subject Title:

Christmas-By-The-Sea Recap (Debbie Hime, Special Projects Coordinator)

Explanation:

Debbie will give a brief recap of Christmas-By-The-Sea 2019

Recommendation:

N/A



Town Commission Agenda Item Report

Meeting Date: December 10, 2019

Submitted by: Thomas Palmer

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

BSO November Report (Captain Tom Palmer)

Explanation:

BSO November 2019 Report

Recommendation:

Approve/Accept

Attachments:

1. November 2019 BSO Report



Date: December 6, 2019

To: William Vance
Town Manager
Lauderdale-By-The-Sea

From: Captain Thomas Palmer 
Lauderdale-By-The-Sea District

Subject: Monthly Report to Commission – November 2019

PERSONNEL CHANGES:

Sergeant Daniel Mellies was promoted to the rank of Lieutenant and was transferred to Fort Lauderdale/Hollywood International Airport.

Deputy Jorge Figueroa was transferred to the Lauderdale by the Sea District from the Lauderdale Lakes/Central Broward District.

EMPLOYEE OF THE MONTH: Sergeant Peter LaGana

On Monday, November 4th, 2019, Lauderdale by the Sea District deputies responded to both the 101 Ocean restaurant and the Aruba's Beach Café in reference to the theft of numerous empty beer kegs from these businesses over the previous weekend.

Video surveillance cameras from 101 Ocean revealed that on Saturday, November 2nd, 2019 a subject had entered a fenced-in exterior storage area to the rear of the business and removed four empty beer kegs. Further review of the surveillance video revealed that the same subject had returned the following morning and again removed an additional two empty beer kegs from the same secure area behind 101 Ocean. The video then depicts a possible subject vehicle exit the alley of 101 Ocean and proceed to the rear of Aruba's Beach Café. Surveillance video of this location revealed the same subject remove four empty beer kegs from a secured area behind the business and place the kegs in his vehicle.

Further investigation into these incidents identified a possible subject, Wesly Michaud and his vehicle, a 2000 Toyota Camry bearing FL Tag LVMG98. The subject and his vehicle tag were then entered into the Town of Lauderdale by the Sea's License Plate Reader (LPR) as a hotlist entry. In entering the tag into the LPR system, if the subject returned to the town via his registered vehicle, an alert would be received by all deputies.

On Tuesday, November 12th, 2019, at approximately 07:04 hours, Sergeant Peter LaGana of

the Lauderdale by the Sea District received an LPR Alert indicating that Subject, Wesly Michaud's vehicle had entered the town from the south and was heading northbound on North Ocean Drive. Sergeant LaGana immediately issued a BOLO via dispatch informing deputies of the subject's name and vehicle description. Fearing the subject would again target the same businesses, Sergeant LaGana directed deputies to respond to 101 Ocean and Aruba's Beach Café in an effort to locate the subject vehicle. Sergeant LaGana's suspicions were confirmed when a uniformed deputy observed the subject vehicle backing into an area behind one of the restaurants. Upon observing the deputy, the subject immediately left the area proceeding northbound on North Ocean Drive.

Sergeant LaGana was traveling southbound on S. Ocean Boulevard from the north end of Lauderdale by the Sea when he observed the subject vehicle pass him heading northbound on South Ocean Boulevard. Sergeant LaGana made an abrupt U-turn and was able to catch up to the subject vehicle following him into the City of Pompano Beach. Once additional back up arrived in the area, Sergeant LaGana initiated a traffic stop on the subject vehicle at 305 North Ocean Boulevard. Upon approaching the vehicle, numerous empty beer kegs were observed inside the vehicle and Subject Wesly Michaud was driving.

Sergeant LaGana's quick response to the LPR Alert and attention to the details contained in the distributed Alert Flyer, directly led to the arrest of a habitual burglar victimizing local businesses. Sergeant LaGana's efforts were both professional and highly commendable. As a result, I have awarded Sergeant Peter LaGana as the Broward Sheriff's Office Lauderdale by the Sea District November 2019 Employee of the Month.

COMMUNITY PROGRAMS AND SERVICES: These ancillary programs and services are available to residents on an ongoing basis.

- **Elder Links:** This program offers referral services to elderly residents and other senior citizens in need of medical and mental health care, meal delivery or other social services.
- **Business and Residential Security Surveys:** The Business and Residential Security Survey program teaches participants to secure their business, home or condominium to reduce the likelihood of burglary and theft. Security surveys, conducted by a certified law enforcement security specialist, are provided upon request, at no charge to the business owner or resident.
- **Vacation House Watch Program:** Residents who are traveling out-of-town may register for this program. Deputies will conduct periodic checks of their residence until their return.
- **Neighborhood Crime Prevention Program:** The Neighborhood Crime Prevention program liaison organizes and conducts crime prevention and security seminars at the request of neighborhood civic and condominium associations. We will also help facilitate any Neighborhood Crime Watch programs in which the residents wish to participate.
- **Identity Theft and Scam Prevention Program:** The Identity Theft and Scam Prevention program is designed to inform residents about identity theft and how to lessen their chances of becoming a victim of a scam. Residents are informed on the importance of shredding documents, awareness of suspicious individuals, protection of

passwords and use of caution in revealing information. Our Shred-A-Thon to reduce identity theft event is incorporated into this program.

- **Enhanced Marine Law Enforcement Patrol Program:** The BSO Marine Patrol Unit participates in the Enhanced Marine Law Enforcement Grant on behalf of Lauderdale-by-the-Sea. This grant allows for additional maritime patrols throughout the Town's waterways and adjacent ocean area.
- **Citizen Observer Patrol (COP) Program:** COP volunteers are local residents who receive public safety training. They are a tremendous asset to the Town of Lauderdale-by-the-Sea. COP members alternate assisting in administrative duties or patrolling local neighborhoods as an extra pair of eyes and ears to supplement deputy sheriff patrols. COP members also attend monthly patrol information and criminal intelligence briefings. A summary of COP statistical activity is included at the end of this report.
- **Sexual Offender Tracking Program:** There are **no** individuals legally classified as a sexual offender residing within Town limits. The sex offender database is routinely checked by BSO to ensure compliance with State of Florida legal mandates. Existing municipal ordinances prohibit persons classified as sexual offenders or sexual predators from residing within Town limits.
- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. The patrol bicycles were utilized for a total of 16 hours this month.
- **All-Terrain Vehicle Patrol:** The ATV / Polaris are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV patrol is instrumental in marine fisheries regulation enforcement and protection. Deputies used the ATV / Polaris for 29 hours this month.
- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. Seven (7) individuals experiencing homelessness were contacted during the month. One (1) individual was arrested for an active warrant. One (1) individual requested medical assistance and was transported to the hospital, and three (3) of the individuals were trespassed from commercial properties.
- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to Public Safety. **See Notable Incidents/Arrests below.**
- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website.

****PLEASE NOTE:** The e-Alert system is being phased out and will be replaced with the Sheriff's new BSO ALERTS. Users must register for the new ALERT system to receive notifications. Citizens can sign up by visiting the Sheriff's website www.sheriff.org and click on BSO ALERTS or I have provided a hyperlink below:
<https://member.everbridge.net/index/892807736729054#/login> **

- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.
- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.
- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Palmer and Lieutenant Wesolowski to provide information to the public via social media. Follow us @BSOLBTS.

SPECIAL EVENTS: These events required the participation of the BSO LBTS district.

Thanksgiving "Orphan" Meal: Annual Thanksgiving Meal held in Jarvis Hall for citizens that did not have a place to go for Thanksgiving. Captain Palmer attended the event along with members of LBTS COP.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-1911-000085

DATE/TIME: 11-04-2019 @ 1118

LOCATION: 101 Commercial Blvd & 1 Commercial Blvd

SUSPECT: Wesly Michaud, BM, 04/20/87

INCIDENT: Burglary Business

SUMMARY: In November, 101 Ocean and Aruba Beach Café had empty beer kegs stolen from the curtilage of the business. Business surveillance, the town's surveillance cameras, and the ALPR system led detectives to a suspect vehicle. The suspect vehicle was entered onto a "hotlist" to notify personnel if/when the vehicle returns to LBS. Days later, Sergeant LaGana was monitoring the ALPR system and received the alert of the vehicle entering town. The suspect was located, apprehended without incident and the several kegs from a recent theft in the City of Fort Lauderdale were located within the vehicle. The suspect provided a post-Miranda, video-taped confession and the vehicle was seized and placed in forfeiture proceedings.

CASE: 13-1911-000129

DATE /TIME: 11-6-19 between 0830-1200 hrs

LOCATION: 4341 Bougainvillea Dr.

INCIDENT: Burglary (Conveyance) plain view-UNLOCKED

SUMMARY: Unknown subject(s) removed a white in color backpack with pineapple designs from the passenger front seat of the victim's vehicle containing an Apple MacBook laptop, misc.

college books and misc. clothes. Vehicle was left UNLOCKED. Vehicle processed with several prints obtained. Investigation is ongoing.

CASE: 13-1911-000152
DATE/TIME: 11/7/19 1022 hrs.
LOCATION: 4517 El Mar Dr.
ARRESTEE: W/M Stephen Bronder 8/20/62
INCIDENT: Warrant Arrest (Possession of Cocaine & Drug Paraphernalia)
SUMMARY: Bronder caused a disturbance at Plunge Hotel. He was stopped after leaving. Teletype check revealed warrants for Possession of Cocaine and Possession of Drug Paraphernalia. Bronder was transported to the BSO Main Jail.

CASE: 13-1911-000574
DATE/TIME: 11/23/19 @ 1648 hrs
LOCATION: 101 Commercial Blvd
ARRESTEE: Carlos Jermane Henley BM 11/30/73
INCIDENT: Battery- Domestic Violence
SUMMARY: While parked and monitoring pedestrian and vehicular traffic in the town square, Sgt. Bachan observed Henley exit the passenger seat of a red Hyundai, which was stopped in westbound Commercial Blvd traffic, blocking the crosswalk. Henley then opened the driver's door and repeatedly punched the female driver, in the left hand/arm in an attempt to force her to release a set of keys. The victim and suspect have lived together for 10 years and have children in common. The suspect was arrested and transported to the BSO Main Jail without incident.

MONTHLY ARREST LOGS:

Burglary Structure - Unoccupied	101	Commercial Blvd
Battery/Touch or Strike -Domestic Violence	4229	Seagrape Dr
Simple Assault -Threat to do Violence	222	N Trade Winds Av
Warrant -Possession of Cocaine	4517	El Mar Dr
DUI -Alcohol/Second or Subsequent Offense	299	Commercial Blvd
Battery/Touch or Strike -Domestic Violence	101	Commercial Blvd
Capias -Uttering a Forged Instrument	2	Commercial Blvd

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2018 YTD	2019 YTD
AUTO THEFT	0	0	9	8
BURGLARY-BUSINESS	1	1	2	2
BURGLARY-CONVEYANCE	2	3	19	20
BURGLARY-RESIDENCE	0	0	13	5
BURGLARY-STRUCTURE	0	0	0	0
FORCIBLE SEX	0	0	0	1
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	0	0	2
HOMICIDE	0	1	0	1
ROBBERY	0	0	9	2
THEFT-GRAND	1	1	22	19
THEFT-PETIT	1	7	43	42
TOTALS	5	13	117	103

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	31
COP Hours Worked - Month	145
COP Patrol Miles - Month	209
COP Hours Worked - YTD	1838
COP Patrol Miles - YTD	3349

COP Bike Patrol Hours - Month	0
COP Bike Patrol Hours - YTD	31

COP Beach Patrol Hours - Month	41
COP Beach Patrol Hours - YTD	316

RESERVE DEPUTY ASSISTANCE: Reserve Deputies are part-time, fully-sworn deputies who provide supplemental staffing to LBTS, when available, at NO cost to the Town.

	Month	2019 YTD
Reserve Deputy - Days Worked	1	17
Reserve Deputy - Hours Worked	8.5	150.5

MONTHLY STAFFING AND STATISTICAL REPORT:

The November 2019 Monthly Staffing and Statistical Report is attached.



Lauderdale by the Sea Monthly Activity November 2019

Reports/Calls	
Miscellaneous Service	
Event Reports	28
Accidents	14
Calls for Service	763

Traffic	
Types of Citation	
Non-Moving / Moving Citation	66
Parking	0
Warnings	79
Total Citations	145

Arrests	
Type of Arrest	
Felony	1
Misdemeanor	0
NTA	0
Capias/Warrant	1
Traffic	0
NIC (felony)	0
DV Misdemeanor	3
DV Felony	0
DUI	2
Total Arrests	7

Time Worked	
Hours Worked	
Bike Patrol	16
Court Overtime	27
Training	268
Detached	0
Other Overtime	320
Days Worked	30

General	
FI	25
Truant	0
Truant Debriefed	0
Elder Link	0

Narrative
ATV: 179 Miles / 29 Hours Reserve Deputy worked 1 shifts (8.5 hrs)



MONTHLY STAFFING AND STATISTICAL REPORT LAUDERDALE-BY-THE-SEA DISTRICT

November 30, 2019

CURRENT STAFFING ALLOCATIONS

Position	Budgeted Positions	Actual Positions	Vacant Positions
District Chief	1	1	
Executive Lieutenant	1	1	
Sergeant	3	2	1
Deputy Sheriff	19	19	
Community Service Aide	1	1	
Administrative Specialist	1	1	
Clerical Specialist (P/T)	2	1	1
TOTAL	28	26	2

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
Lieutenant Dan Mellies	9267	Transferred	Promotion
Deputy Jorge Figueroa	18588	Assigned	Transferred

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached To	Reason	Hours
N/A				
TOTAL				0



LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS – NOVEMBER, 2019



VINCENT PEREIRA
09/18/1950

3333 NE 34 ST .
APT# 1220
FT Lauderdale, 33308

SEX BATT/COERCE
CHILD BY ADULT; F.S.
794.011(2)(b)
(PRINCIPAL)

(GUILTY/CONVICTED
– 10/01/1999)

Broward, FL



JOSEPH P MESSIER
12/11/1974

111 Briny Ave.
Apt 1602
Pompano Bch, 33062

SEX OFFENSE,
FEDERAL
(KNOWINGLY
ENTICING A MINOR
VIA COMPUTER TO
ENGAGE IN SEXUAL
ACTIVITY)

(GUILTY/CONVICTED
– 09/19/2003)

Federal, FL



**MICHAEL WALTER
MORALES**
04/22/1974

516 S. Ocean Blvd #1
Pompano Beach 33062

USE OF COMPUTER TO
SOLICIT OR LURE A
CHILD TO ENGAGE IN
SEXUAL CONDUCT F.S.
847.0135(3)(a) (PRINCIPAL)

(GUILTY/CONVICT)
10/24/2014)

Broward, FL



JAMES ORLIN CLARKE
05/14/1980

4011 N. Ocean Blvd. # 110
Ft. Lauderdale, FL 33308

SEX OFFENSE, OTHER STATE
(3RD DEGREE CRIMINAL
SEXUAL CONDUCT-PERSON
13 TO 15)

(GUILTY/CONVICTED –
11/09/1999)

Macomb, MI



LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS – NOVEMBER, 2019



**ROBERT ANTHONY
OHARE**
11/01/1961
2 Compass Ln
Fort Lauderdale, FL 33308

POSS OF
PHOTO/PICTURE
SHOWING SEXUAL
PERFORMANCE BY A
CHILD, F.S. 827.071(5) (50
COUNTS)
(GUILTY/CONVICTED –
01/08/2018)
Lake, FL



**ANTHONY MANGANARO
JR.**
11/08/1965
2751 NE 58th St
Fort Lauderdale, FL 33308

SEX OFFENSE, OTHER
STATE (ATTEMPTED
DISSEMINATE INDECENT
MATERIAL TO MINORS
1ST DEGREE)
(GUILTY/CONVICTED –
11/20/2003)
New York, NY



DERWIN JOHN FRAZER
06/26/1957
2901 NE 55th Place
Ft. Lauderdale, FL 33308
SEX OFFENSE, OTHER
STATE (Assault/Battery of
High and Aggravated nature)
(GUILTY/CONVICT –
11/15/2010)
Richland, SC



MICHAEL DAVID SCHMEHL
05/26/1974
4141 Bayview Dr.
Ft. Lauderdale, FL 33308
SEX OFFENSE, OTHER
STATE (SEXUAL
ASSAULT)
(GUILTY/CONVICTED
– 08/26/1998)
Bucks, PA



LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS – NOVEMBER, 2019



DAVID L MAULL

09/05/1982

3303 Port Royales Dr.

Apt. 813

Fort Lauderdale, FL 33308

SEX OFFENSE, OTHER
STATE (SEXUAL
MISCONDUCT)

(GUILTY/CONVICTED –
08/02/2005)

Cattaraugus, NY



HUBER HERNANDEZ

12/06/1960

63rd St and Federal Hwy.

Fort Lauderdale, FL 33306

LEWD OR LASCIVIOUS
EXHIBITION VICTIM
UNDER 16 YEARS OLD
OFFENDER 18 OR OLDER;
F.S. 800.04(7)(C)
(PRINCIPAL) **TIMES 3**

(GUILTY/CONVICTED –
05/22/2002)

Broward, FL

November 29, 2019

Prepared by: Giovanna Anderson



Town Commission Agenda Item Report

Meeting Date: December 10, 2019

Submitted by: Judson Hopping

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

VFD November Report (Chief Judson Hopping)

Explanation:

VFD November 2019 Report

Recommendation:

Approve/Accept

Attachments:

1. November 2019 Report



Lauderdale-By-The-Sea Volunteer Fire Department

Overview

During the month of November 2019, the Volunteer Fire Department attended the Broward County Fire Chief's association monthly meeting. The fire department also continued its focus on fire prevention for high-rise buildings and commercial properties. There were 13 fire inspections with 1 re-inspection and no complaints in the month of November.

Responses:

The Volunteer Fire Department responded to 26 fire rescue calls within the limits of our contract.

- Of the 26 fire rescue calls received, there were 8 fire alarms/2 structure fires, 1 vehicle fire, 3 elevator rescues, 3 vehicle w/injuries, 1 gas leak, 1 electrical/utility, 1 open water downing, 1 fire investigation, and 5 "other" fire.
- There were 93 emergency medical 911 calls for November 2019. The department was dispatched to 8 of those calls, of which 3 was cleared or cancelled by the Chief on Duty or Med12. The department assisted Med12/212 on 5 of the medical calls.

Training:

The Volunteer Fire Department had 14 regular in-town members, and 43 associate out of town members for a total of 57 active members.

The fire department held 10 fire drills, 3 specialty training classes, 12 inspections, and 7 car seat instructional installations consisting of the following:

- 391 Hrs - Fire Fighter & FF1 skill training sign-offs
- 133 Hrs - Pre-planning Fire Inspections
- 136 Hrs - Elevator Safety Awareness Class
- 7 Hrs - Kid Safe "Child Passenger Safety" for the public

A total of 667+ hours were spent in the month of November on training.

In closing, the Volunteer Fire Department will continue to improve and increase its members training, as required by ISO and newly established state training curriculums.

Respectfully,

Judson Hopping,
Fire Chief



Town of Lauderdale-By-The-Sea Fire Department Monthly Report November 2019

	Regular In-town	Associate Out of Town
Active Member	14	43
Fire 1 non-certified	3	0
Fire 1 Certified	1	0
Fire II Certified	10	43
CPR/1 st Responder	8	1
EMT-B (FL)	1	23
Paramedic (FL)	4	19

Emergency Calls

Fire/Rescue	26
Total Medical 911 calls	93
Medical calls V.F.D. Not Dispatched	85
Medical calls V.F.D. Dispatched	8
Medical calls Canceled by COD/M12	3
Medical calls V.F.D. Assisted	5

Training

667+ Total Hrs.

Firefighter training & New class P.O.s	391 Hrs
Permit/Fire Inspections	133 Hrs
Elevator Safety Awareness	136 Hrs
Public Service: Car Seats	7 Hrs

Station Watch/Community Service

3,536.25+ Total Hrs.

Firefighter Station Watch hours	2,803.25+ Hrs
Ocean Rescue patrol	11 Hrs
Chief on Duty/Command	721 Hrs

LBTS Volunteer Fire Department - November 2019, Active Roster

Last Name	First Name	LBTS FF No.	Membership	Town Resident	Rank	Fire Cert	EMS Certification	MTD Calls	YTD Calls
Atkinson	Kevin	175765	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	5
Aubrey	Keith	163	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	7	10
Baker	Rebecca	7017	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	1	4
Bernal	Antonio	182801	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	0	0
Bilicich	Andro	169909	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	9	13
Caldas	William	160812	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	3	12
Carlton	Ryan	186384	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	0	0
Chavez	Alexander	153544	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	7	10
Cowles	James	186248	Regular Member	*	Trainee	Trainee	CPR for healthcare provider	3	4
Dwyer	Michael	187475	Regular Member	*	Trainee	Trainee	CPR for healthcare provider	30	62
Edouard	Myriam	708	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	2	2
Fajkis	Ireneusz	7022	Associate Member		Firefighter	Firefighter II-D/E	Paramedic (FL)	2	3
Fong	Rafael	166781	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	7
Franceschini	Rafael	166674	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	7
Garcia	All	166036	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	7	8
Garcia	Natasha	178781	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	9
Gonzalez	Christopher	182178	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	0	1
Gonzalez	Rosemary	7005	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	3	7
Gray	Dontae	172460	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	5	7
Grunow	Samuel	186257	Regular Member	*	Trainee	Trainee		0	0
Gutierrez	Eric	186106	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	0	0
Hoelderlin	Logan	174642	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	8
Hopping	Judson	054	Regular Member		Fire Chief	Firefighter II - D/E	EMT-B (FL)	7	20
James	Eliot	171766	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	0	0
Johnson	Kenneth	123	Regular Member	*	Firefighter	Firefighter I	CPR for healthcare provider	24	52
Johnson	Scott	33742	Regular Member	*	Firefighter	Firefighter II-D/E - Officer I	Paramedic (FL)	10	24
Justice	Jennifer	171	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	3	4
Kane	Mark	155	Associate Member		Captain	Firefighter II-D/E - Officer I	EMT-B (FL)	10	17
Karley	Robert	101	Regular Member	*	Firefighter	Firefighter II - D/E	CPR for healthcare provider	0	0
King	Noah	174484	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	3	6
Leiva	Gabriel	6046	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	1	3
Levine	Eric	7012	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	3	5
Levy	Steven	163949	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	9
Lira	Jorge	179380	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	6	8
Lopez	Vincent	176949	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	5

Last Name	First Name	LBTS FF No.	Membership	Town Resident	Rank	Fire Cert	EMS Certification	MTD Calls	YTD Calls
Louvaris	John	078	Regular Member		Deputy Chief	Firefighter II-D/E - Officer I	CPR for healthcare provider	24	51
Mangin	Andrew	735	Associate Member		Firefighter	Firefighter II - D/E	Paramedic (FL)	4	7
Marin	Christopher	173778	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	5	10
Martindale	Daniel	7009	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	4	14
Martinez	Luis	172813	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	5	8
McCormick	William	7006	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	4	8
MacKenzie	Jacquevias	7015	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	8	11
McFarlane	Harrison	170230	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	0	0
Miklosh	Joseph	7013	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	3	3
Obsant	Antoinette	165334	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	8	14
Palne	Kyle	173	Regular Member		Firefighter	Firefighter II	CPR for healthcare provider	7	18
Paine	Riley	704	Regular Member		Battalion Chief	Firefighter II-D/E - Officer I	Paramedic (FL)	19	36
Palne	Stephen	140	Regular Member		Fire Marshal	Firefighter II	CPR for healthcare provider	12	26
Scott, III	Kenneth	7011	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	6
Scriver	Ian	170350	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	4	6
Silverstone	James	25	Regular Member	*	Firefighter	Firefighter II	CPR for healthcare provider	20	41
St.Thomas	Jeffrey	176	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	19
Thomas	Scott	186073	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	2	2
Vogel	Richard	130	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	8	18
Weisberg	Lee	6034	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	6	8
Woods	Devon	7018	Associate Member		Firefighger	Firefighter II	EMT-B (FL)	4	9
Young	Alexa	6031	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	3	5

Monthly Activity Report - November 2019

Date	Fire/Rescue Calls	Event Description	Start Time	End Time	No. of FF
04-Nov-19	4510 El Mar Drive	Fire alarm	3:04:00 AM	4:06:00 AM	6
04-Nov-19	259 Tropic Drive	Fire alarm	9:37:00 AM	9:51:00 AM	9
05-Nov-19	El Mar & El Prado	Other fire - cardiac arrest on the beach	4:43:00 AM	5:09:00 AM	6
06-Nov-19	4600 El Mar Drive	Open water distress/drowning	12:50:00 PM	1:01:00 PM	12
07-Nov-19	1500 South Ocean Blvd.	Fire alarm	3:17:00 PM		12
07-Nov-19	1965 South Ocean Blvd.	Structure fire	5:29:00 PM	6:00:00 PM	22
08-Nov-19	2000 South Ocean Blvd.	Elevator rescue	3:58:00 PM	4:14:00 PM	9
10-Nov-19	1530 South Ocean Blvd.	Elevator rescue	3:05:00 PM	3:17:00 PM	7
11-Nov-19	N. Ocean & Hibiscus	Accident w/Injuries	4:29:00 PM	5:28:00 PM	11
13-Nov-19	3240 Seaward Drive	Fire alarm	5:36:00 PM	5:49:00 PM	12
13-Nov-19	4149 Bougainville Drive	Gas leak	9:15:00 PM	10:00:00 PM	9
14-Nov-19	1800 South Ocean Blvd.	Other fire - boat sinking in ocean	8:29:00 AM	8:55:00 AM	13
15-Nov-19	4201 North Ocean Drive	Electrical Utility fire	11:20:00 AM	12:06:00 PM	10
15-Nov-19	4800 North Ocean Drive	Fire alarm	4:52:00 PM	5:08:00 PM	9
15-Nov-19	3900 North Ocean Drive	Accident w/Injuries	6:06:00 PM	7:37:00 PM	12
15-Nov-19	230 Lake Court	Other fire - forced entry	10:58:00 PM	11:18:00 PM	8
16-Nov-19	Comm & Tradewinds	Accident w/Injuries	9:01:00 PM	9:54:00 PM	10
17-Nov-19	Seagrape & Comm.	Vehicle fire	10:16:00 PM	11:04:00 PM	8
18-Nov-19	2025 Ocean Mist Drive	Fire investigation	11:31:00 AM	11:51:00 AM	9
19-Nov-19	1950 South Ocean Blvd.	Fire alarm	2:11:00 PM	2:20:00 PM	9
21-Nov-19	2000 South Ocean Blvd.	High hazards structure fire	8:40:00 PM	9:29:00 PM	18
22-Nov-19	1430 South Ocean Blvd	Fire alarm	4:56:00 PM	5:48:00 PM	11
22-Nov-19	4621 Bougainville Drive	Other fire - forced entry	9:56:00 PM	10:14:00 PM	8
26-Nov-19	1800 South Ocean Blvd.	Fire alarm	9:56:00 AM	10:18:00 AM	12
26-Nov-19	1900 South Ocean Blvd.	Bonfire on beach	10:04:00 PM	10:17:00 PM	9
28-Nov-19	5000 North Ocean Drive	Elevator rescue	11:50:00 AM	11:58:00 AM	8

Total Calls 26

Date	1st Responder Calls	Event Description	Start Time	End Time	No. of FF
05-Nov-19	South Ocean Drive	medical, E12 assisted M12	1:37:00 AM	2:13:00 AM	7
05-Nov-19	El Mar Drive	medical, E12 canceled by M12	8:46:00 AM	9:30:00 AM	6
06-Nov-19	South Ocean Blvd.	medical, B12 canceled by M12	5:41:00 AM	6:00:00 AM	4
07-Nov-19	North Ocean Blvd.	medical, E12 assisted R54 - closest unit mutual aid	7:59:00 PM	9:25:00 PM	21
10-Nov-19	North Ocean	medical, B12/E12 cleared by M12	8:42:00 AM	8:54:00 AM	8
12-Nov-19	Oceanic Avenue	medical, E12 assisted M212	1:14:00 AM	3:07:00 AM	7
16-Nov-19	North Ocean Drive	medical, E12 assisted M12	6:28:00 PM	7:20:00 PM	7
17-Nov-19	Bougainville Drive	Medical, E12 assisted M12	1:44:00 AM	2:01:00 AM	6

Total Calls 8

Date	Public Service	Event Description	Start Time	End Time	No. of FF
10-Nov-19	Station 12	Station & truck tour	3:30:00 PM	3:45:00 PM	3
11-Nov-19	El Prado park	Veteran's Day Honor Guard - ceremony	10:00:00 AM	11:00:00 AM	10
12-Nov-19	Station 12	Installed a rearfacing car seat	12:00:00 PM	1:00:00 PM	1
12-Nov-19	Station 12	Installed a forward facing car seat	1:00:00 PM	2:00:00 PM	1
15-Nov-19	Station 12	Installed a forward facing car seat	1:00:00 PM	2:00:00 PM	1
16-Nov-19	Station 12	Installed a rearfacing car seat	11:00:00 AM	12:00:00 PM	1
22-Nov-19	Station 12	Installed a forward facing car seat	3:00:00 PM	4:00:00 PM	1
23-Nov-19	Station 12	Installed (2) rearfacing car seats	1:30:00 PM	2:30:00 PM	1
30-Nov-19	Station 12	Installed a forward facing car seat	11:30:00 AM	12:30:00 PM	1

Date	Drill/Training	Event Description	Start Time	End Time	No. of FF
02-Nov-19	Station 12	Ground ladders	9:00:00 AM	12:00:00 PM	6
04-Nov-19	5000 North Ocean Drive	Pre-planning fire inspection @Sea Ranch	10:00:00 AM	1:00:00 PM	6
04-Nov-19	1500 S. Ocean Blvd.	Permit Inspection @Leisure Towers Condo	2:30:00 PM	3:00:00 PM	6
04-Nov-19	Station 12	Elevator Safety Awareness - lecture	6:00:00 PM	10:00:00 PM	9
05-Nov-19	5200 North Ocean Drive	Pre-planning fire inspection @Sea Ranch "B "	10:00:00 AM	12:00:00 PM	5
06-Nov-19	5100 North Ocean Drive	Pre-planning fire inspection @Sea Ranch Bldg. "A"	10:00:00 AM	12:00:00 PM	6
06-Nov-19	Community Center	New class orientation	6:00:00 PM	10:00:00 PM	15
07-Nov-19	Station 12	Ladders, tools, ropes & knots	6:00:00 PM	10:00:00 PM	9
07-Nov-19	6000 North Ocean Drive	Pre-planning fire inspection @Starlight Towers	10:00:00 AM	12:00:00 PM	6
07-Nov-19	Community Center	Elevator Safety Awareness - lecture	6:00:00 PM	10:00:00 PM	11
09-Nov-19	4900 South Ocean Blvd.	Elevator Safety Awareness - practical	8:00:00 AM	12:00:00 PM	14
09-Nov-19	Station 12	New class P.O.'s - knots, tying tools, equip/tool identification, attack line advance & forward lay	8:00:00 AM	12:00:00 PM	8
09-Nov-19	Station 12	New class P.O.'s - knots, tying tools, equip/tool identification, attack line advance & forward lay	1:30:00 PM	5:00:00 PM	12
12-Nov-19	1750 South Ocean Blvd.	Pre-planning fire inspection @Jade Beach East	10:00:00 AM	11:30:00 AM	6
13-Nov-19	6002 North Ocean Blvd.	Pre-planning fire inspection @SeaWatch Restaurant	10:00:00 AM	11:30:00 AM	8
13-Nov-19	Station 12	New class P.O.'s	5:30:00 PM	9:00:00 PM	12
13-Nov-19	Station 12	FF1 signoff skills - Cowles	2:30:00 PM	4:30:00 PM	2
14-Nov-19	1800 South Ocean Blvd.	Pre-planning fire inspection @Hampton Beach Club	10:00:00 AM	12:00:00 PM	7
14-Nov-19	Station 12	FF1 skill signoff - Cowles	4:00:00 PM	5:00:00 PM	2
16-Nov-19	Station 12	Ground Ladders	9:00:00 AM	12:00:00 PM	7
18-Nov-19	Station 12	Ground ladders	6:00:00 PM	10:00:00 PM	12
19-Nov-19	1770 South Ocean Blvd.	Pre-planning fire inspection @Ocean Sound Condo	10:00:00 AM	11:30:00 AM	7
20-Nov-19	4636 El Mar Drive	Pre-planning fire inspection @The Residence Condo	10:00:00 AM	11:30:00 AM	8
21-Nov-19	Station 12	Extrication, ladders & PPE	6:00:00 PM	10:00:00 PM	14
25-Nov-19	Station 12	Ladders	6:00:00 PM	10:00:00 PM	9
25-Nov-19	1900 South Ocean Blvd.	Pre-planning fire inspection @Ocean Place	10:00:00 AM	12:00:00 PM	5
26-Nov-19	1430 South Ocean Blvd.	Pre-planning fire inspection @Cristello Cay Condo	10:30:00 AM	12:00:00 PM	7

Date	Ocean Rescue Patrol	Event Description	Start Time	End Time	No. of FF
02-Nov-19	Station 12	Ocean rescue patrol	2:00:00 PM	5:30:00 PM	2
13-Nov-19	Beach	Ocean rescue patrol	11:30:00 AM	1:00:00 PM	2
19-Nov-19	Beach	Ocean rescue patrol & trng.	3:00:00 PM	4:00:00 PM	2

*Ocean Rescue patrol consist of checking poles/life rings, educating public on flags, rips currents & any fire related issued near or on the beach.

Unit Response Time 3- Month Average

Nov-19

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	29	32	9	8
Response Time	0:05:42	0:05:56	0:00:00	0:00:00

Total Average Response Time : 4:35

Oct-19

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	26	33	8	10
Response Time	0:05:11	0:05:40	0:00:00	0:00:00

Total Average Response Time : 4:44

Sep-19

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	35	38	5	7
Response Time	0:05:09	0:05:40	0:00:00	0:00:00

Total Average Response Time : 4:34



Town Commission Agenda Item Report

Meeting Date: December 10, 2019

Submitted by: Brooke Liddle

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

AMR November Report (Chief Brooke Liddle)

Explanation:

AMR November 2019 Report

Recommendation:

Approve/Accept

Attachments:

1. AMR November 2019 Rport

Response Date	Address	Dispatched	Enroute	On Scene	Response Time
11/29/2019	200 BLK Pine Ave	15:34:19	15:34:26	15:34:28	0:00:09
11/7/2019	4500 BLK N Ocean Dr	10:58:03	10:58:12	10:58:51	0:00:48
11/29/2019	100 BLK Commercial Blvd	15:03:36	15:03:43	15:04:36	0:01:00
11/1/2019	4300 BLK N Ocean Dr	16:31:18	16:32:19	16:32:23	0:01:05
11/28/2019	4900 BLK N Ocean Blvd	10:36:31	10:36:35	10:37:42	0:01:11
11/9/2019	4700 BLK N Ocean Blvd	13:35:42	13:35:46	13:36:55	0:01:13
11/16/2019	3900 BLK N Ocean Dr	08:54:32	08:54:40	08:55:51	0:01:19
11/8/2019	200 BLK Lake Ct	08:57:25	08:58:45	08:58:51	0:01:26
11/22/2019	4400 BLK N Ocean Dr	14:19:47	14:20:10	14:21:17	0:01:30
11/5/2019	4600 BLK El Mar Dr	08:47:56	08:48:02	08:49:30	0:01:34
11/13/2019	4000 BLK N Ocean Dr	12:13:55	12:14:09	12:15:31	0:01:36
11/9/2019	4200 BLK Seagrape Dr	16:11:54	16:12:13	16:13:49	0:01:55
11/3/2019	4600 BLK Poinciana St	18:01:10	18:01:20	18:03:06	0:01:56
11/11/2019	N Ocean Dr / Hibiscus Ave	16:31:33	16:33:13	16:33:29	0:01:56
11/1/2019	200 BLK Miramar Ave	13:47:35	13:47:45	13:49:32	0:01:57
11/25/2019	4500 BLK Poinciana St	15:24:36	15:24:42	15:26:35	0:01:59
11/28/2019	5100 BLK N Ocean Blvd	12:17:43	12:17:48	12:19:43	0:02:00
11/3/2019	2000 BLK S Ocean Blvd	11:14:28	11:16:24	11:16:32	0:02:04
11/29/2019	1600 BLK S Ocean Blvd	20:37:11	20:37:26	20:39:20	0:02:09
11/21/2019	100 BLK Commercial Blvd	22:06:17	22:07:20	22:08:26	0:02:09
11/21/2019	100 BLK Commercial Blvd	08:39:06	08:41:18	08:41:20	0:02:14
11/7/2019	4400 BLK El Mar Dr	21:00:33	21:01:55	21:02:49	0:02:16
11/1/2019	4200 BLK N Ocean Dr	15:39:21	15:39:24	15:41:40	0:02:19
11/18/2019	4900 BLK N Ocean Blvd	13:42:20	13:43:20	13:44:40	0:02:20
11/21/2019	4400 BLK El Mar Dr	22:49:24	22:50:38	22:51:46	0:02:22
11/15/2019	4500 BLK Sea Grape Dr	09:31:22	09:31:34	09:33:45	0:02:23
11/24/2019	4300 BLK N Ocean Dr	17:48:48	17:48:53	17:51:15	0:02:27
11/6/2019	4600 BLK El Mar Dr	12:51:51	12:52:31	12:54:20	0:02:29
11/21/2019	200 BLK Washington Ave	01:18:47	01:18:55	01:21:16	0:02:29
11/21/2019	1900 BLK E Terra Mar Dr	19:08:34	19:08:34	19:11:06	0:02:32
11/7/2019	4600 BLK Poinciana St	13:50:33	13:50:55	13:53:07	0:02:34
11/21/2019	4000 BLK N Ocean Dr	02:57:48	02:57:56	03:00:23	0:02:35
11/17/2019	4500 BLK Seagrape Dr	13:51:42	13:51:51	13:54:19	0:02:37
11/1/2019	200 BLK Commercial Blvd	00:59:45	01:01:43	01:02:23	0:02:38
11/14/2019	200 BLK Lake Ct	11:51:32	11:51:45	11:54:13	0:02:41
11/17/2019	5200 BLK N Ocean Blvd	08:12:30	08:12:34	08:15:12	0:02:42
11/5/2019	4500 BLK El Mar Dr	04:44:30	04:44:35	04:47:13	0:02:43
11/21/2019	2000 BLK S Ocean Blvd	20:48:21	20:49:56	20:51:04	0:02:43
11/14/2019	4500 BLK N Ocean Dr	19:56:23	19:57:21	19:59:08	0:02:45
11/3/2019	4500 BLK N Ocean Dr	01:32:17	01:35:02	01:35:04	0:02:47
11/10/2019	4600 BLK N Ocean Dr	08:42:28	08:54:24	08:45:24	0:02:56
11/6/2019	5100 BLK N Ocean Blvd	22:10:48	22:12:20	22:13:45	0:02:57
11/7/2019	2000 BLK S Ocean Blvd	19:43:48	19:45:03	19:46:46	0:02:58
11/6/2019	5100 BLK N Ocean Blvd	19:42:14	19:42:29	19:45:12	0:02:58
11/11/2019	1500 BLK S Ocean Blvd	22:10:14	22:10:21	22:13:12	0:02:58
11/5/2019	4600 BLK Poinciana St	04:13:31	04:14:35	04:16:32	0:03:01
11/27/2019	3900 BLK N Ocean Dr	20:37:46	20:39:21	20:40:48	0:03:02
11/16/2019	6000 BLK N Ocean Blvd	18:30:00	18:30:06	18:33:03	0:03:03
11/24/2019	4500 BLK N Ocean Dr	01:41:06	01:43:02	01:44:09	0:03:03
11/22/2019	4000 BLK N Ocean Dr	13:19:56	13:20:05	13:23:02	0:03:06
11/2/2019	4500 BLK El Mar Dr	01:02:02	01:02:22	01:05:10	0:03:08
11/7/2019	1900 BLK S Ocean Blvd	17:31:38	17:32:14	17:34:47	0:03:09
11/26/2019	200 BLK Codrington Dr	15:05:00	15:05:09	15:08:09	0:03:09
11/15/2019	3900 BLK N Ocean Dr	18:07:42	18:08:09	18:10:52	0:03:10
11/23/2019	4100 BLK Bougainvillea Dr	17:49:36	17:49:50	17:52:48	0:03:12
11/14/2019	1800 BLK S Ocean Blvd	23:48:51	23:49:20	23:52:03	0:03:12
11/29/2019	3900 BLK N Ocean Dr	19:46:11	19:46:57	19:49:25	0:03:14
11/4/2019	5100 BLK N Ocean Blvd	13:32:18	13:32:47	13:35:36	0:03:18
11/23/2019	5400 BLK N Ocean Blvd	11:35:34	11:35:58	11:38:54	0:03:20

11/17/2019	4500 BLK Seagrape Dr	22:22:41	22:23:03	22:26:02	0:03:21
11/16/2019	Commercial Blvd / E Tradewinds Ave	21:02:13	21:02:20	21:05:36	0:03:23
11/21/2019	4200 BLK Seagrape Dr	13:15:37	13:15:57	13:19:00	0:03:23
11/19/2019	4500 BLK N Ocean Dr	01:28:31	01:30:38	01:31:55	0:03:24
11/21/2019	1900 BLK Sailfish Pl	11:38:20	11:39:20	11:41:48	0:03:28
11/9/2019	6000 BLK N Ocean Blvd	19:43:30	19:44:18	19:47:03	0:03:33
11/23/2019	4300 BLK N Ocean Blvd	18:28:15	18:28:32	18:31:49	0:03:34
11/23/2019	4200 BLK Seagrape Dr	03:09:42	03:09:51	03:13:16	0:03:34
11/15/2019	200 BLK Lake Ct	22:58:01	22:58:57	23:01:41	0:03:40
11/8/2019	1900 BLK S Ocean Blvd	20:58:43	20:59:14	21:02:25	0:03:42
11/5/2019	4200 BLK Seagrape Dr	18:52:41	18:53:03	18:56:27	0:03:46
11/24/2019	4500 BLK Seagrape Dr	04:34:37	04:36:06	04:38:24	0:03:47
11/16/2019	1500 BLK S Ocean Blvd	21:42:54	21:43:08	21:46:42	0:03:48
11/1/2019	4400 BLK N Ocean Dr	03:22:23	03:25:24	03:26:12	0:03:49
11/3/2019	5000 BLK N Ocean Blvd	19:14:04	19:17:08	19:17:58	0:03:54
11/19/2019	1500 BLK S Ocean Blvd	13:51:06	13:51:30	13:55:00	0:03:54
11/21/2019	2000 BLK S Ocean Blvd	17:38:41	17:39:34	17:42:37	0:03:56
11/8/2019	200 BLK N Tradewinds Ave	22:15:35	22:16:10	22:19:36	0:04:01
11/1/2019	4000 BLK N Ocean Dr	04:19:35	04:22:14	04:23:37	0:04:02
11/30/2019	4200 BLK El Mar Dr	23:35:06	23:36:37	23:39:10	0:04:04
11/22/2019	200 BLK Hibiscus Ave	12:15:07	12:16:02	12:19:14	0:04:07
11/22/2019	Marine Ct / Sea Grape Dr	21:40:23	21:41:32	21:44:32	0:04:09
11/2/2019	1967 S Ocean Blvd	16:21:58	16:22:05	16:26:17	0:04:19
11/24/2019	1400 BLK S Ocean Blvd	21:33:55	21:35:48	21:38:27	0:04:32
11/16/2019	200 BLK S Tradewinds Ave	11:22:36	11:22:44	11:27:12	0:04:36
11/11/2019	3200 BLK Cypress Creek Dr	11:39:40	11:39:57	11:44:26	0:04:46
11/5/2019	1770 BLK S Ocean Blvd	01:52:14	01:58:15	01:57:12	0:04:58
11/7/2019	4343 BLK N Ocean Dr	00:29:11	00:34:30	00:34:34	0:05:23
11/12/2019	200 BLK Oceanic Ave	01:15:08	01:17:46	01:21:18	0:06:10
11/22/2019	4600 BLK N Ocean Dr	18:17:40	18:21:51	18:24:22	0:06:42
6 min or less = 99% Average					0:02:58



Town Commission Agenda Item Report

Meeting Date: December 10, 2019

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Report

Agenda Section: TOWN MANAGER REPORT

Subject Title:

Town Manager Report (Bill Vance, Town Manager)

Explanation:

- Painting BSO and VFD offices facing A1A almost completed.
- Jarvis audio and visual upgrades set for last week in December/ 1st week in January when Senior Center on break.
- Public Service Director and Town Manager seeking to create a five-year LBTS beach re-nourishment/maintenance plan proposal for spring consideration and formal implementation in 2020/21. Meeting with beach consultants (who could potentially assist) later this month.
- Terra Mar Stormwater Improvement Plans complete and meeting with residents being scheduled, so this project can be competitively bid in January. Public Service Director Ken Rubach and Town Engineer Jay Flynn will be available for any related questions during their CIP updates to be included on Town Commission agendas going forward.
- Town Manager and Chamber representative(s) meeting with 3 general contractors before Christmas to negotiate moving forward with ADA compliance plans for LBTS's Visitors Center and Chamber office.
- LBTS Administration has approached interested LBTS Garden Club leadership about the possibility of the Town working with their club to establish LBTS as a Tree City USA recognized by the National Arbor Day Foundation. Florida-LBTS Arbor Day Proclamation 1st step.



Town Commission Agenda Item Report

Meeting Date: December 10, 2019

Submitted by: Lucila Lang

Submitting Department: Finance

Item Type: Report

Agenda Section: TOWN MANAGER REPORT

Subject Title:

Finance Director October 2019 Report (Lucila Lang, Finance Director)

Explanation:

Presented is the October 2019 financial report, which consisted of the attached Revenue/Expenditure Report (Exhibit 1) and the Cash & Investment Report (Exhibit 2).

October is the first month of fiscal year 2019/2020.

The following is a summary of the operating results through October.

Fund	Annual Budget	Budgeted Appropriations	Budgeted Rev Excl Appr	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	\$ 13,345,354.00	\$ -	\$ 13,345,354.00	\$ 174,609.00	1%	\$ 875,355.00	7%	\$ (700,746.00)
Sewer Fund	1,130,896.00		\$ 1,130,896.00	91,287.00	8%	71,888.00	6%	\$ 19,399.00
Fire Fund	1,313,147.00	231,393.00	\$ 1,081,754.00	8,444.00	1%	75,733.00	7%	\$ (67,289.00)
Capital Fund	2,303,130.00	2,000,000.00	\$ 303,130.00	3,063.00	1%	3,282.00	1%	\$ (219.00)
Parking Fund	2,177,562.00		\$ 2,177,562.00	274,270.00	13%	11,520.00	1%	\$ 262,750.00
Grand Total	\$ 20,270,089.00	\$ 2,231,393.00	\$ 18,038,696.00	\$ 551,673.00		\$ 1,037,778.00		\$ (486,105.00)

Notable items this month are as follows:

General Fund Revenues

During the month of October, the Town did not collect any Ad Valorem revenues. The bulk of these will come into the Town in December, which is completely normal.

Revenues collected in the amount of \$174K have been from multiple sources with them majority coming from Licenses and Permits.

General Fund Expenditures

Expenses are in line for the first month of the fiscal year.

Payment has not been processed for the Town Attorney's legal monthly expense or the CAP Government monthly payment for building permit services as these invoices are billed on month in arrears.

Sewer Fund – 103

Sewer revenues for the City of Fort Lauderdale have been received for the month of October and are in line for the first month of the fiscal year.

Fire Fund – 115

Fire Assessment fees will be collected December, same as Ad Valorem revenues.

Capital Fund – 300

Minimal activity for the Capital Fund during the first month of the fiscal year.

Parking Fund – 310

October parking meter revenues were strong exceeding our expectations by 17%

Recommendation:

Approve/Accept

Attachments:

1. Revenue Expenditure Report
2. Cash and Invest Report

REVENUE/EXPENDITURE REPORT

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Town of Lauderdale by the Sea

For the Period: 10/1/2019 to 10/31/2019

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Revenues							
Dept: 301.000 Ad Valorem Property Taxes							
311.100 Ad Valorem Property Taxes	8,710,268.00	8,710,268.00	0.00	0.00	0.00	8,710,268.00	0.0
Ad Valorem Property Taxes	8,710,268.00	8,710,268.00	0.00	0.00	0.00	8,710,268.00	0.0
Dept: 301.100 Utility Taxes							
311.101 FPL Utility Tax	830,000.00	830,000.00	0.00	0.00	0.00	830,000.00	0.0
311.440 Gas Utility Tax	16,500.00	16,500.00	0.00	0.00	0.00	16,500.00	0.0
314.300 Water Utility Tax	167,000.00	167,000.00	0.00	0.00	0.00	167,000.00	0.0
Utility Taxes	1,013,500.00	1,013,500.00	0.00	0.00	0.00	1,013,500.00	0.0
Dept: 301.600 Franchise Taxes							
313.100 FI Power & Light Franchise	600,000.00	600,000.00	0.00	0.00	0.00	600,000.00	0.0
313.300 Waste Franchise Collection	93,000.00	93,000.00	0.00	0.00	0.00	93,000.00	0.0
313.301 Waste Franchise Adm-Fee	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
313.400 Gas Franchise	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.0
313.600 Towing Franchise Fees	600.00	600.00	0.00	0.00	0.00	600.00	0.0
Franchise Taxes	718,600.00	718,600.00	0.00	0.00	0.00	718,600.00	0.0
Dept: 302.000 Licenses & Permits							
321.100 Business License Taxes	80,000.00	80,000.00	21,872.98	21,872.98	0.00	58,127.02	27.3
321.110 Sidewalk Cafe ROW	50,000.00	50,000.00	43,099.90	43,099.90	0.00	6,900.10	86.2
322.100 Building Permits	681,500.00	681,500.00	68,250.49	68,250.49	0.00	613,249.51	10.0
322.105 Fire Plan Review Fees	21,000.00	21,000.00	2,884.00	2,884.00	0.00	18,116.00	13.7
322.150 Miscellaneous Permits	2,497.00	2,497.00	0.00	0.00	0.00	2,497.00	0.0
322.400 Sign Permits	4,000.00	4,000.00	430.00	430.00	0.00	3,570.00	10.8
Licenses & Permits	838,997.00	838,997.00	136,537.37	136,537.37	0.00	702,459.63	16.3
Dept: 303.000 Intergovernmental Revenues							
311.120 Municipal Revenue Sharing	155,600.00	155,600.00	13,456.43	13,456.43	0.00	142,143.57	8.6
311.150 Alcoholic Beverage License	15,500.00	15,500.00	48.94	48.94	0.00	15,451.06	0.3
311.180 Sales Tax	394,000.00	394,000.00	0.00	0.00	0.00	394,000.00	0.0
312.405 Local Op Gas Tax 1 - 6 cent	65,651.00	65,651.00	0.00	0.00	0.00	65,651.00	0.0
312.410 Local Op Gas Tax 1 - 5 cent	46,630.00	46,630.00	0.00	0.00	0.00	46,630.00	0.0
315.100 Communication Service Tax	320,000.00	320,000.00	0.00	0.00	0.00	320,000.00	0.0
334.910 BCC-Senior Center Grant	18,507.00	18,507.00	0.00	0.00	0.00	18,507.00	0.0
334.914 BCC-Transportation Grant	51,704.00	51,704.00	0.00	0.00	0.00	51,704.00	0.0
334.915 FDOT-Reimbursable Grant	18,064.00	18,064.00	0.00	0.00	0.00	18,064.00	0.0
Intergovernmental Revenues	1,085,656.00	1,085,656.00	13,505.37	13,505.37	0.00	1,072,150.63	1.2
Dept: 304.000 Charges for Services							
343.902 Site Plan Application Fees	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
347.500 Tennis - Shuffle Key	9,200.00	9,200.00	4,276.25	4,276.25	0.00	4,923.75	46.5
Charges for Services	11,200.00	11,200.00	4,276.25	4,276.25	0.00	6,923.75	38.2
Dept: 305.000 Fines & Forfeitures							
354.150 Fines,TrafficViolation,Citatio	31,452.00	31,452.00	0.00	0.00	0.00	31,452.00	0.0
354.160 Code Enforcement Fines	50,000.00	50,000.00	825.00	825.00	0.00	49,175.00	1.7
359.100 Other Fines & Alarms	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
Fines & Forfeitures	83,452.00	83,452.00	825.00	825.00	0.00	82,627.00	1.0
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	26,000.00	26,000.00	6,544.48	6,544.48	0.00	19,455.52	25.2
362.000 Rent/Lease Royalties	67,620.00	67,620.00	6,137.56	6,137.56	0.00	61,482.44	9.1
365.400 Recycling Revenue	3,041.00	3,041.00	0.00	0.00	0.00	3,041.00	0.0
366.100 Donations	5,000.00	5,000.00	1,290.00	1,290.00	0.00	3,710.00	25.8
369.100 Miscellaneous Revenues	36,308.00	36,308.00	4,379.94	4,379.94	0.00	31,928.06	12.1
369.200 Miscellaneous Applications	18,975.00	18,975.00	805.00	805.00	0.00	18,170.00	4.2
369.201 Miscellaneous MerchandiseSales	689.00	689.00	36.00	36.00	0.00	653.00	5.2
369.250 Recreational Activities Fee	1,250.00	1,250.00	273.00	273.00	0.00	977.00	21.8
369.500 Miscellaneous Lobbyist	600.00	600.00	0.00	0.00	0.00	600.00	0.0
369.901 Insurance Reimbursement	3,281.00	3,281.00	0.00	0.00	0.00	3,281.00	0.0

REVENUE/EXPENDITURE REPORT

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Town of Lauderdale by the Sea

For the Period: 10/1/2019 to 10/31/2019

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Revenues							
Miscellaneous Revenues	162,764.00	162,764.00	19,465.98	19,465.98	0.00	143,298.02	12.0
Dept: 581.100 Interfund Transfers							
380.115 Transfer from Fire - OH Costs	22,000.00	22,000.00	0.00	0.00	0.00	22,000.00	0.0
381.106 Transfer from Parking Fund	698,917.00	698,917.00	0.00	0.00	0.00	698,917.00	0.0
Interfund Transfers	720,917.00	720,917.00	0.00	0.00	0.00	720,917.00	0.0
Revenues	13,345,354.00	13,345,354.00	174,609.97	174,609.97	0.00	13,170,744.03	1.3
Expenditures							
Dept: 511.000 Commission							
500.110 Commission Salaries	71,826.00	71,826.00	3,508.44	3,508.44	0.00	68,317.56	4.9
500.210 Employer FICA Taxes	5,300.00	5,300.00	249.83	249.83	0.00	5,050.17	4.7
500.220 Retirement	33,400.00	33,400.00	0.00	0.00	0.00	33,400.00	0.0
500.230 Group Insurance	57,084.00	57,084.00	3,291.48	3,291.48	0.00	53,792.52	5.8
500.345 Contractual Services	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	0.0
500.510 Office Supplies	650.00	650.00	0.00	0.00	0.00	650.00	0.0
500.512 Elections	2,300.00	2,300.00	0.00	0.00	0.00	2,300.00	0.0
500.540 Dues & Subscriptions	1,912.00	1,912.00	350.00	350.00	0.00	1,562.00	18.3
500.545 Training	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	0.0
500.550 Operating Expenses	9,500.00	9,500.00	2,026.59	2,026.59	0.00	7,473.41	21.3
Commission	189,972.00	189,972.00	9,426.34	9,426.34	0.00	180,545.66	5.0
Dept: 511.100 Donation-Non Profits							
500.820 Donations-Aids to Private Org	42,753.00	42,753.00	0.00	0.00	0.00	42,753.00	0.0
Donation-Non Profits	42,753.00	42,753.00	0.00	0.00	0.00	42,753.00	0.0
Dept: 511.200 Visitor Center							
500.120 Regular Salaries	12,782.00	12,782.00	1,029.52	1,029.52	0.00	11,752.48	8.1
500.140 Overtime Salaries	1,500.00	1,500.00	46.08	46.08	0.00	1,453.92	3.1
500.210 Employer FICA Taxes	1,044.00	1,044.00	78.76	78.76	0.00	965.24	7.5
500.220 Retirement	1,128.00	1,128.00	112.42	112.42	0.00	1,015.58	10.0
500.230 Group Insurance	3,454.00	3,454.00	190.29	190.29	0.00	3,263.71	5.5
500.340 Sewer/Wastewater	2,700.00	2,700.00	190.33	190.33	0.00	2,509.67	7.0
500.345 Contractual Services	29,900.00	29,900.00	0.00	0.00	0.00	29,900.00	0.0
500.430 Electric Service	1,600.00	1,600.00	0.00	0.00	0.00	1,600.00	0.0
500.431 Water Service	2,800.00	2,800.00	204.83	204.83	0.00	2,595.17	7.3
500.520 Bldg. Maintenance	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.640 Capital Outlay - Equip & Mach	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
Visitor Center	65,908.00	65,908.00	1,852.23	1,852.23	0.00	64,055.77	2.8
Dept: 513.000 Administration							
500.120 Regular Salaries	645,616.00	645,616.00	35,579.22	35,579.22	0.00	610,036.78	5.5
500.140 Overtime Salaries	2,500.00	2,500.00	285.20	285.20	0.00	2,214.80	11.4
500.210 Employer FICA Taxes	49,500.00	49,500.00	2,724.28	2,724.28	0.00	46,775.72	5.5
500.220 Retirement	106,164.00	106,164.00	-1,535.44	-1,535.44	0.00	107,699.44	-1.4
500.230 Group Insurance	129,722.00	129,722.00	7,793.94	7,793.94	0.00	121,928.06	6.0
500.315 Professional Services	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
500.320 Audit Expense	31,500.00	31,500.00	0.00	0.00	0.00	31,500.00	0.0
500.344 HR Expenses	30,000.00	30,000.00	282.00	282.00	0.00	29,718.00	0.9
500.345 Contractual Services	20,000.00	20,000.00	920.23	920.23	0.00	19,079.77	4.6
500.463 Service Maintenance Contracts	40,000.00	40,000.00	8,116.29	8,116.29	0.00	31,883.71	20.3
500.506 Printing & Binding	5,000.00	5,000.00	1,710.00	1,710.00	0.00	3,290.00	34.2
500.508 Postage	4,500.00	4,500.00	579.27	579.27	0.00	3,920.73	41.3
500.510 Office Supplies	7,500.00	7,500.00	1,277.25	1,277.25	0.00	6,222.75	17.0
500.540 Dues & Subscriptions	8,000.00	8,000.00	1,520.54	1,520.54	0.00	6,479.46	19.0
500.545 Training	8,000.00	8,000.00	862.28	862.28	0.00	7,137.72	10.8
500.550 Operating Expenses	10,000.00	10,000.00	610.55	610.55	0.00	9,389.45	6.1

Administration	1,148,002.00	1,148,002.00	60,725.61	60,725.61	0.00	1,087,276.39	5.3
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REVENUE/EXPENDITURE REPORT

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Town of Lauderdale by the Sea

For the Period: 10/1/2019 to 10/31/2019

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 514.000 Town Attorney							
500.310 Legal Expense	255,000.00	255,000.00	0.00	0.00	0.00	255,000.00	0.0
500.314 Litigation	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
500.319 Ethics Research, Training & Op	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.0
Town Attorney	363,000.00	363,000.00	0.00	0.00	0.00	363,000.00	0.0
Dept: 519.000 General							
500.120 Regular Salaries	80,000.00	80,000.00	4,307.70	4,307.70	0.00	75,692.30	5.4
500.210 Employer FICA Taxes	6,200.00	6,200.00	331.18	331.18	0.00	5,868.82	5.3
500.220 Retirement	6,800.00	6,800.00	0.00	0.00	0.00	6,800.00	0.0
500.230 Group Insurance	14,372.00	14,372.00	785.91	785.91	0.00	13,586.09	5.5
500.311 Advertisements	8,000.00	8,000.00	150.05	150.05	0.00	7,849.95	1.9
500.313 Legal Exp- Other Issues	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.315 Professional Services	75,000.00	75,000.00	2,500.00	2,500.00	0.00	72,500.00	3.3
500.345 Contractual Services	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.349 Community Bus	173,488.00	173,488.00	15,063.82	15,063.82	0.00	158,424.18	8.7
500.451 Auto, Property & Liability Ins	125,000.00	125,000.00	53,198.50	53,198.50	0.00	71,801.50	42.6
500.452 Workers Compensation Insur	45,020.00	45,020.00	8,760.00	8,760.00	0.00	36,260.00	19.5
500.497 Contingency	46,253.00	46,253.00	0.00	0.00	0.00	46,253.00	0.0
500.506 Printing & Binding	10,950.00	10,950.00	0.00	0.00	0.00	10,950.00	0.0
500.508 Postage	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.511 Computer Expense	130,000.00	130,000.00	37,507.03	37,507.03	0.00	92,492.97	28.9
500.525 Uniform Expense	500.00	500.00	0.00	0.00	0.00	500.00	0.0
500.540 Dues & Subscriptions	500.00	500.00	0.00	0.00	0.00	500.00	0.0
500.545 Training	2,600.00	2,600.00	250.00	250.00	0.00	2,350.00	9.6
500.550 Operating Expenses	37,575.00	37,575.00	1,077.74	1,077.74	0.00	36,497.26	2.9
500.552 Recycling and Solid Waste Exp	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	0.0
500.640 Capital Outlay - Equip & Mach	13,700.00	13,700.00	1,372.63	1,372.63	0.00	12,327.37	10.0
General	848,958.00	848,958.00	125,304.56	125,304.56	0.00	723,653.44	14.8
Dept: 519.100 Business Dev & Marketing							
500.311 Advertisements	77,185.00	77,185.00	0.00	0.00	0.00	77,185.00	0.0
500.315 Professional Services	65,500.00	65,500.00	0.00	0.00	0.00	65,500.00	0.0
500.345 Contractual Services	32,650.00	32,650.00	1,670.00	1,670.00	0.00	30,980.00	5.1
500.495 Special Events	36,400.00	36,400.00	0.00	0.00	0.00	36,400.00	0.0
500.506 Printing & Binding	41,442.00	41,442.00	1,174.00	1,174.00	0.00	40,268.00	2.8
500.540 Dues & Subscriptions	1,735.00	1,735.00	100.00	100.00	0.00	1,635.00	5.8
500.550 Operating Expenses	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
Business Dev & Marketing	256,412.00	256,412.00	2,944.00	2,944.00	0.00	253,468.00	1.1
Dept: 521.000 Police Department							
500.345 Contractual Services	4,811,226.00	4,811,226.00	400,935.50	400,935.50	0.00	4,410,290.50	8.3
500.352 Contract Services	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.520 Bldg. Maintenance	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
500.550 Operating Expenses	5,808.00	5,808.00	0.00	0.00	0.00	5,808.00	0.0
500.640 Capital Outlay - Equip & Mach	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.0
Police Department	4,853,534.00	4,853,534.00	400,935.50	400,935.50	0.00	4,452,598.50	8.3
Dept: 523.000 Emergency Medical Services							
500.345 Contractual Services	823,545.00	823,545.00	68,628.72	68,628.72	0.00	754,916.28	8.3
Emergency Medical Services	823,545.00	823,545.00	68,628.72	68,628.72	0.00	754,916.28	42
Dept: 524.000 Development Services							
500.120 Regular Salaries	290,191.00	290,191.00	13,312.24	13,312.24	0.00	276,878.76	4.6
500.140 Overtime Salaries	4,000.00	4,000.00	37.29	37.29	0.00	3,962.71	0.9
500.210 Employer FICA Taxes	22,300.00	22,300.00	1,013.34	1,013.34	0.00	21,286.66	4.5

500.220 Retirement	45,900.00	45,900.00	499.58	499.58	0.00	45,400.42	1.1
500.230 Group Insurance	65,378.00	65,378.00	4,106.05	4,106.05	0.00	61,271.95	6.3
500.315 Professional Services	104,500.00	104,500.00	812.50	812.50	0.00	103,687.50	0.8
500.345 Contractual Services	331,600.00	331,600.00	25,543.41	25,543.41	0.00	306,056.59	7.7
500.402 Building Permit Services	520,000.00	520,000.00	0.00	0.00	0.00	520,000.00	0.0

REVENUE/EXPENDITURE REPORT

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Town of Lauderdale by the Sea

For the Period: 10/1/2019 to 10/31/2019

Original Bud. Amended Bud. YTD Actual CURR MTH Encumb. YTD UnencBal % Bud

Fund: 001 - General Fund

Expenditures							
Dept: 524.000 Development Services							
500.461 Vehicle Maintenance	250.00	250.00	0.00	0.00	0.00	250.00	0.0
500.462 Fuel	1,000.00	1,000.00	30.77	30.77	0.00	969.23	3.1
500.463 Service Maintenance Contracts	2,220.00	2,220.00	561.94	561.94	0.00	1,658.06	25.3
500.506 Printing & Binding	800.00	800.00	0.00	0.00	0.00	800.00	0.0
500.508 Postage	6,000.00	6,000.00	301.60	301.60	0.00	5,698.40	5.0
500.510 Office Supplies	3,500.00	3,500.00	249.11	249.11	0.00	3,250.89	7.1
500.525 Uniform Expense	600.00	600.00	0.00	0.00	0.00	600.00	0.0
500.540 Dues & Subscriptions	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.545 Training	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
500.550 Operating Expenses	9,350.00	9,350.00	1,460.26	1,460.26	0.00	7,889.74	15.6
500.630 Cap Outlay Imp other than bldg	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
Development Services	1,435,589.00	1,435,589.00	47,928.09	47,928.09	0.00	1,387,660.91	3.3
Dept: 541.100 Mun Svcs - Public Works Div							
500.120 Regular Salaries	845,096.00	845,096.00	44,101.62	44,101.62	0.00	800,994.38	5.2
500.140 Overtime Salaries	35,000.00	35,000.00	353.00	353.00	0.00	34,647.00	1.0
500.210 Employer FICA Taxes	64,700.00	64,700.00	3,344.59	3,344.59	0.00	61,355.41	5.2
500.220 Retirement	86,521.00	86,521.00	-445.30	-445.30	0.00	86,966.30	-0.5
500.230 Group Insurance	238,858.00	238,858.00	14,362.30	14,362.30	0.00	224,495.70	6.0
500.315 Professional Services	25,000.00	25,000.00	935.00	935.00	0.00	24,065.00	3.7
500.340 Sewer/Wastewater	12,500.00	12,500.00	750.15	750.15	0.00	11,749.85	6.0
500.345 Contractual Services	134,271.00	134,271.00	6,325.50	6,325.50	0.00	127,945.50	4.7
500.410 Communications	40,440.00	40,440.00	3,654.64	3,654.64	0.00	36,785.36	9.0
500.430 Electric Service	42,000.00	42,000.00	0.00	0.00	0.00	42,000.00	0.0
500.431 Water Service	120,000.00	120,000.00	9,472.10	9,472.10	0.00	110,527.90	7.9
500.433 Electric Service-Streets	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	0.0
500.445 Equip Rent/Lease	16,500.00	16,500.00	100.00	100.00	0.00	16,400.00	0.6
500.460 Equipment Maintenance	23,000.00	23,000.00	808.56	808.56	0.00	22,191.44	3.5
500.461 Vehicle Maintenance	13,000.00	13,000.00	1,812.68	1,812.68	0.00	11,187.32	13.9
500.462 Fuel	18,000.00	18,000.00	1,783.48	1,783.48	0.00	16,216.52	9.9
500.463 Service Maintenance Contracts	12,776.00	12,776.00	357.00	357.00	0.00	12,419.00	2.8
500.470 Radio Maintenance	2,400.00	2,400.00	0.00	0.00	0.00	2,400.00	0.0
500.498 Storm Drain Rehab/Maint	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
500.508 Postage	300.00	300.00	0.00	0.00	0.00	300.00	0.0
500.510 Office Supplies	2,000.00	2,000.00	160.93	160.93	0.00	1,839.07	8.0
500.520 Bldg. Maintenance	60,000.00	60,000.00	4,451.04	4,451.04	0.00	55,548.96	7.4
500.525 Uniform Expense	8,000.00	8,000.00	1,177.40	1,177.40	0.00	6,822.60	14.7
500.529 Street Light Maintenance	17,538.00	17,538.00	2,807.91	2,807.91	0.00	14,730.09	16.0
500.530 Street Maint Repair Supply	137,000.00	137,000.00	121.10	121.10	0.00	136,878.90	0.1
500.531 Grounds Maint/Landscaping	32,500.00	32,500.00	10,561.00	10,561.00	0.00	21,939.00	32.5
500.532 Signs	10,000.00	10,000.00	1,045.60	1,045.60	0.00	8,954.40	10.5
500.534 Sidewalk Maint Repair	22,000.00	22,000.00	0.00	0.00	0.00	22,000.00	0.0
500.535 Flags	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0.0
500.540 Dues & Subscriptions	1,000.00	1,000.00	500.00	500.00	0.00	500.00	50.0
500.545 Training	5,300.00	5,300.00	0.00	0.00	0.00	5,300.00	0.0
500.547 Hurricane Expenditure	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.0
500.550 Operating Expenses	55,000.00	55,000.00	5,557.32	5,557.32	0.00	49,442.68	10.1
500.624 Capital Outlay-Bldg. Improvemt	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	43
500.640 Capital Outlay - Equip & Mach	26,500.00	26,500.00	0.00	0.00	5,392.50	21,107.50	---
5	289,500.00	289,500.00	0.00	0.00	0.00	289,500.00	0.0

Mun Svcs - Public Works Div 2,607,900.00 2,607,900.00 114,097.62 114,097.62 5,392.50 2,488,409.88 4.6

Dept: 572.000 Recreation

500.311 Advertisements	3,150.00	3,150.00	1,016.05	1,016.05	0.00	2,133.95	32.3
500.342 Senior Rec. Ctr. Contract	79,631.00	79,631.00	6,177.58	6,177.58	0.00	73,453.42	7.8
500.343 Beach Maintenance Contract	264,000.00	264,000.00	18,809.00	18,809.00	0.00	245,191.00	7.1
500.345 Contractual Services	26,500.00	26,500.00	0.00	0.00	0.00	26,500.00	0.0
500.347 Programs	20,000.00	20,000.00	1,100.00	1,100.00	0.00	18,900.00	5.5
500.430 Electric Service	800.00	800.00	0.00	0.00	0.00	800.00	0.0
500.460 Equipment Maintenance	8,000.00	8,000.00	3,003.47	3,003.47	0.00	4,996.53	37.5
500.469 Buoy Maintenance	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	0.0

REVENUE/EXPENDITURE REPORT

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Town of Lauderdale by the Sea

For the Period: 10/1/2019 to 10/31/2019

Fund: 001 - General Fund

Expenditures	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Dept: 572.000 Recreation							
500.495 Special Events	114,100.00	114,100.00	4,128.41	4,128.41	0.00	109,971.59	3.6
500.510 Office Supplies	600.00	600.00	0.00	0.00	0.00	600.00	0.0
500.520 Bldg. Maintenance	44,500.00	44,500.00	1,534.82	1,534.82	0.00	42,965.18	3.4
500.536 Sea Oats	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	0.0
500.550 Operating Expenses	82,000.00	82,000.00	7,743.78	7,743.78	0.00	74,256.22	9.4
500.640 Capital Outlay - Equipt & Mach	32,500.00	32,500.00	0.00	0.00	5,392.50	27,107.50	16.6
Recreation	696,781.00	696,781.00	43,513.11	43,513.11	5,392.50	647,875.39	7.0
Dept: 581.100 Interfund Transfers							
500.997 To Fire Fund - Ocean Patrol	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00	0.0
Interfund Transfers	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00	0.0
Expenditures	13,345,354.00	13,345,354.00	875,355.78	875,355.78	10,785.00	12,459,213.22	6.6
Net Effect for General Fund	0.00	0.00	-700,745.81	-700,745.81	10,785.00	711,530.81	0.0
Change in Fund Balance:			-700,745.81				

REVENUE/EXPENDITURE REPORT

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Town of Lauderdale by the Sea

For the Period: 10/1/2019 to 10/31/2019

Fund: 103 - Sewer Fund

Revenues

Dept: 304.000 Charges for Services							
343.500 Sewer Fees	1,128,896.00	1,128,896.00	90,321.66	90,321.66	0.00	1,038,574.34	8.0
Charges for Services	1,128,896.00	1,128,896.00	90,321.66	90,321.66	0.00	1,038,574.34	8.0
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	2,000.00	2,000.00	966.29	966.29	0.00	1,033.71	48.3
Miscellaneous Revenues	2,000.00	2,000.00	966.29	966.29	0.00	1,033.71	48.3
Revenues	1,130,896.00	1,130,896.00	91,287.95	91,287.95	0.00	1,039,608.05	8.1

Expenditures

Dept: 535.000 Sanitary Sewers							
500.120 Regular Salaries	76,200.00	76,200.00	5,054.19	5,054.19	0.00	71,145.81	6.6
500.140 Overtime Salaries	5,000.00	5,000.00	217.11	217.11	0.00	4,782.89	4.3
500.210 Employer FICA Taxes	5,900.00	5,900.00	250.01	250.01	0.00	5,649.99	4.2
500.220 Retirement	13,500.00	13,500.00	900.38	900.38	0.00	12,599.62	45
500.230 Group Insurance	9,307.00	9,307.00	264.47	264.47	0.00	9,042.53	2.8
500.315 Professional Services	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.0
500.340 Sewer/Wastewater	672,500.00	672,500.00	61,946.57	61,946.57	0.00	610,553.43	9.2
500.345 Contractual Services	17,689.00	17,689.00	1,439.01	1,439.01	0.00	16,249.99	8.1

500.430 Electric Service	16,210.00	16,210.00	0.00	0.00	0.00	16,210.00	0.0
500.431 Water Service	360.00	360.00	16.84	16.84	0.00	343.16	4.7
500.459 Sewer Line Maintenance	12,500.00	12,500.00	1,800.00	1,800.00	0.00	10,700.00	14.4
500.465 Pump Station Maintenance	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.497 Contingency	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
500.550 Operating Expenses	1,750.00	1,750.00	0.00	0.00	0.00	1,750.00	0.0
500.630 Cap Outlay Imp other than bldg	150,180.00	150,180.00	0.00	0.00	0.00	150,180.00	0.0
500.640 Capital Outlay - Equipt & Mach	16,800.00	16,800.00	0.00	0.00	0.00	16,800.00	0.0
Sanitary Sewers	1,130,896.00	1,130,896.00	71,888.58	71,888.58	0.00	1,059,007.42	6.4
Expenditures	1,130,896.00	1,130,896.00	71,888.58	71,888.58	0.00	1,059,007.42	6.4
Net Effect for Sewer Fund	0.00	0.00	19,399.37	19,399.37	0.00	-19,399.37	0.0
Change in Fund Balance:			19,399.37				

REVENUE/EXPENDITURE REPORT

Town of Lauderdale by the Sea

For the Period: 10/1/2019 to 10/31/2019

Fund: 115 - Fire Fund

Revenues

Dept: 000.000 Appropriated Fund Balance							
380.203 Appropriation from Fire Fd/Veh R	231,393.00	231,393.00	0.00	0.00	0.00	231,393.00	0.0
Appropriated Fund Balance	231,393.00	231,393.00	0.00	0.00	0.00	231,393.00	0.0
Dept: 301.050 Fire Assessment							
311.200 Property Tax-Fire Assessment	1,033,754.00	1,033,754.00	0.00	0.00	0.00	1,033,754.00	0.0
Fire Assessment	1,033,754.00	1,033,754.00	0.00	0.00	0.00	1,033,754.00	0.0
Dept: 304.000 Charges for Services							
342.210 Fire Inspection Fees	33,000.00	33,000.00	7,481.00	7,481.00	0.00	25,519.00	22.7
Charges for Services	33,000.00	33,000.00	7,481.00	7,481.00	0.00	25,519.00	22.7
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	2,000.00	2,000.00	963.33	963.33	0.00	1,036.67	48.2
Miscellaneous Revenues	2,000.00	2,000.00	963.33	963.33	0.00	1,036.67	48.2
Dept: 581.100 Interfund Transfers							
381.105 Transfer from General Fund	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00	0.0
Interfund Transfers	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00	0.0

Revenues	1,313,147.00	1,313,147.00	8,444.33	8,444.33	0.00	1,304,702.67	0.6
Expenditures							
Dept: 522.000 Fire Department							
500.151 Fire Dept Pension	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
500.315 Professional Services	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
500.320 Audit Expense	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00	0.0
500.345 Contractual Services	849,106.00	849,106.00	70,758.83	70,758.83	0.00	778,347.17	8.3
500.624 Capital Outlay-Bldg. Improvemt	369,041.00	369,041.00	4,975.00	4,975.00	0.00	364,066.00	1.3
500.644 Capital Outlay-Vehicles	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
500.912 Transfer to General Fund	22,000.00	22,000.00	0.00	0.00	0.00	22,000.00	0.0
Fire Department	1,313,147.00	1,313,147.00	75,733.83	75,733.83	0.00	1,237,413.17	5.8
Expenditures	1,313,147.00	1,313,147.00	75,733.83	75,733.83	0.00	1,237,413.17	5.8
Net Effect for Fire Fund	0.00	0.00	-67,289.50	-67,289.50	0.00	67,289.50	0.0
Change in Fund Balance:			-67,289.50				

REVENUE/EXPENDITURE REPORT

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Town of Lauderdale by the Sea

For the Period: 10/1/2019 to 10/31/2019	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 300 - Capital Project Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	1,700,000.00	1,700,000.00	0.00	0.00	0.00	1,700,000.00	0.0
380.204 Appropriated from El Mar Reser	300,000.00	300,000.00	0.00	0.00	0.00	300,000.00	0.0
Appropriated Fund Balance	2,000,000.00	2,000,000.00	0.00	0.00	0.00	2,000,000.00	0.0
Dept: 303.000 Intergovernmental Revenues							
334.928 Broward County-Palm Club Sewer	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0
Intergovernmental Revenues	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	3,130.00	3,130.00	3,063.59	3,063.59	0.00	66.41	97.9
361.104 Pompano Beach-Palm Club Sewer	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0
Miscellaneous Revenues	153,130.00	153,130.00	3,063.59	3,063.59	0.00	150,066.41	2.0
Revenues	2,303,130.00	2,303,130.00	3,063.59	3,063.59	0.00	2,300,066.41	0.1
Expenditures							
Dept: 519.000 General							
500.120 Regular Salaries	29,000.00	29,000.00	2,200.00	2,200.00	0.00	26,800.00	7.6
500.210 Employer FICA Taxes	2,330.00	2,330.00	168.30	168.30	0.00	2,161.70	7.2
500.220 Retirement	7,300.00	7,300.00	625.02	625.02	0.00	6,674.98	8.6

500.230 Group Insurance	4,500.00	4,500.00	288.68	288.68	0.00	4,211.32	6.4
500.315 Professional Services	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
500.497 Contingency	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
General	83,130.00	83,130.00	3,282.00	3,282.00	0.00	79,848.00	3.9
Dept: 519.153 Hibiscus- Seagrape to A1A							
500.630 Cap Outlay Imp other than bldg	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
Hibiscus- Seagrape to A1A	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
Dept: 519.154 Neighborhood Street Lighting							
500.630 Cap Outlay Imp other than bldg	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
Neighborhood Street Lighting	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
Dept: 519.162 Town Hall Complex							
500.631 Capital Outlay - ADA	65,000.00	65,000.00	0.00	0.00	0.00	65,000.00	0.0
Town Hall Complex	65,000.00	65,000.00	0.00	0.00	0.00	65,000.00	0.0
Dept: 534.169 A1A Commercial Street Lightin							
500.630 Cap Outlay Imp other than bldg	250,000.00	250,000.00	0.00	0.00	0.00	250,000.00	0.0
A1A Commercial Street Lightin	250,000.00	250,000.00	0.00	0.00	0.00	250,000.00	0.0
Dept: 545.161 Sidewalk Compliance Study							
500.630 Cap Outlay Imp other than bldg	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
Sidewalk Compliance Study	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
Dept: 559.023 Dredging Study							
500.630 Cap Outlay Imp other than bldg	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	0.0
Dredging Study	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	0.0
Dept: 559.024 East Terra Mar Drive							
500.630 Cap Outlay Imp other than bldg	700,000.00	700,000.00	0.00	0.00	0.00	700,000.00	0.0
East Terra Mar Drive	700,000.00	700,000.00	0.00	0.00	0.00	700,000.00	0.0
Dept: 559.025 Bel Air -Seawall Repair- East							
500.630 Cap Outlay Imp other than bldg	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
Bel Air -Seawall Repair- East	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
Dept: 576.115 Datura Portal							

REVENUE/EXPENDITURE REPORT

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Town of Lauderdale by the Sea

For the Period: 10/1/2019 to 10/31/2019

Original Bud. Amended Bud. YTD Actual CURR MTH Encumb. YTD UnencBal % Bud

Fund: 300 - Capital Project Fund

Expenditures							
Dept: 576.115 Datura Portal							
500.630 Cap Outlay Imp other than bldg	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	0.0
Datura Portal	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	0.0
Dept: 576.129 Palm Club Sewer							
500.630 Cap Outlay Imp other than bldg	400,000.00	400,000.00	0.00	0.00	0.00	400,000.00	0.0
Palm Club Sewer	400,000.00	400,000.00	0.00	0.00	0.00	400,000.00	0.0
Dept: 579.169 Greenway- El Mar Drive							
500.630 Cap Outlay Imp other than bldg	300,000.00	300,000.00	0.00	0.00	0.00	300,000.00	0.0
Greenway- El Mar Drive	300,000.00	300,000.00	0.00	0.00	0.00	300,000.00	0.0
Expenditures	2,303,130.00	2,303,130.00	3,282.00	3,282.00	0.00	2,299,848.00	0.1
Net Effect for Capital Project Fund	0.00	0.00	-218.41	-218.41	0.00	218.41	0.0
Change in Fund Balance:			-218.41				

REVENUE/EXPENDITURE REPORT

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Town of Lauderdale by the Sea

For the Period: 10/1/2019 to 10/31/2019

Fund: 310 - Parking Fund

Revenues

Dept: 302.000 Licenses & Permits

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
313.101 PILOP Fee	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.0

Licenses & Permits	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.0
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Dept: 304.000 Charges for Services

344.500 Parking Permits	130,000.00	130,000.00	30,501.63	30,501.63	0.00	99,498.37	23.5
344.520 Parking Agreements	62,962.00	62,962.00	62,962.50	62,962.50	0.00	-0.50	100.0
344.551 South Ocean	150,000.00	150,000.00	11,571.64	11,571.64	0.00	138,428.36	7.7
344.552 Ocean Front Meters	270,000.00	270,000.00	46,445.23	46,445.23	0.00	223,554.77	17.2
344.553 Commmercial Blvd. Meters	200,000.00	200,000.00	7,190.23	7,190.23	0.00	192,809.77	3.6
344.554 Parking Meters - Beach	330,000.00	330,000.00	25,445.87	25,445.87	0.00	304,554.13	7.7
344.556 El Prado Parking Lot	301,000.00	301,000.00	25,157.16	25,157.16	0.00	275,842.84	8.4
344.558 Town Hall Parking Lot	15,000.00	15,000.00	391.71	391.71	0.00	14,608.29	2.6
344.559 El Mar Parking Lot	195,000.00	195,000.00	22,773.31	22,773.31	0.00	172,226.69	11.7
344.560 A1A Parking Lot	350,000.00	350,000.00	27,109.20	27,109.20	0.00	322,890.80	7.7
344.563 Bougainvilla/ Poinciana	90,000.00	90,000.00	3,697.71	3,697.71	0.00	86,302.29	4.1
344.564 Eastward Strand Parking Spaces	0.00	0.00	4,971.71	4,971.71	0.00	-4,971.71	0.0

Charges for Services	2,093,962.00	2,093,962.00	268,217.90	268,217.90	0.00	1,825,744.10	12.8
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Dept: 305.000 Fines & Forfeitures

49

354.100 Parking Fines	75,000.00	75,000.00	2,418.25	2,418.25	0.00	72,581.75	3.2
Fines & Forfeitures	75,000.00	75,000.00	2,418.25	2,418.25	0.00	72,581.75	3.2
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	600.00	600.00	3,634.56	3,634.56	0.00	-3,034.56	605.8
Miscellaneous Revenues	600.00	600.00	3,634.56	3,634.56	0.00	-3,034.56	605.8
Revenues	2,177,562.00	2,177,562.00	274,270.71	274,270.71	0.00	1,903,291.29	12.6
Expenditures							
Dept: 545.000 Parking Operations							
500.120 Regular Salaries	151,670.00	151,670.00	7,237.21	7,237.21	0.00	144,432.79	4.8
500.140 Overtime Salaries	2,000.00	2,000.00	2.33	2.33	0.00	1,997.67	0.1
500.210 Employer FICA Taxes	11,650.00	11,650.00	652.60	652.60	0.00	10,997.40	5.6
500.220 Retirement	18,300.00	18,300.00	836.12	836.12	0.00	17,463.88	4.6
500.230 Group Insurance	38,298.00	38,298.00	1,731.73	1,731.73	0.00	36,566.27	4.5
500.345 Contractual Services	356,617.00	356,617.00	25,949.04	25,949.04	0.00	330,667.96	7.3
500.353 Parking Alternatives	201,000.00	201,000.00	10,663.50	10,663.50	0.00	190,336.50	5.3
500.410 Communications	8,316.00	8,316.00	78.28	78.28	0.00	8,237.72	0.9
500.430 Electric Service	4,158.00	4,158.00	0.00	0.00	0.00	4,158.00	0.0
500.431 Water Service	16,500.00	16,500.00	2,606.54	2,606.54	0.00	13,893.46	15.8
500.445 Equip Rent/Lease	21,871.00	21,871.00	0.00	0.00	0.00	21,871.00	0.0
500.461 Vehicle Maintenance	5,000.00	5,000.00	141.49	141.49	0.00	4,858.51	2.8
500.462 Fuel	600.00	600.00	414.18	414.18	0.00	185.82	69.0
500.463 Service Maintenance Contracts	24,750.00	24,750.00	3,960.00	3,960.00	0.00	20,790.00	16.0
500.497 Contingency	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.0
500.506 Printing & Binding	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
500.508 Postage	2,000.00	2,000.00	32.92	32.92	0.00	1,967.08	1.6
500.510 Office Supplies	1,000.00	1,000.00	88.07	88.07	0.00	911.93	8.8
500.525 Uniform Expense	1,665.00	1,665.00	375.86	375.86	0.00	1,289.14	22.6
500.532 Signs	8,000.00	8,000.00	250.00	250.00	0.00	7,750.00	3.1
500.533 Parking Meter Parts-Supplies	65,100.00	65,100.00	0.00	0.00	0.00	65,100.00	0.0
500.545 Training	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
500.550 Operating Expenses	20,000.00	20,000.00	1,949.70	1,949.70	0.00	18,050.30	9.7
500.630 Cap Outlay Imp other than bldg	393,460.00	393,460.00	-46,324.50	-46,324.50	0.00	439,784.50	-11.8
500.640 Capital Outlay - Equip & Mach	75,190.00	75,190.00	875.00	875.00	0.00	74,315.00	1.2
500.644 Capital Outlay-Vehicles	18,000.00	18,000.00	0.00	0.00	0.00	18,000.00	0.0
Parking Operations	1,478,645.00	1,478,645.00	11,520.07	11,520.07	0.00	1,467,124.93	0.8
Dept: 581.100 Interfund Transfers							

REVENUE/EXPENDITURE REPORT

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Town of Lauderdale by the Sea

For the Period: 10/1/2019 to 10/31/2019	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 310 - Parking Fund							
Expenditures							
Dept: 581.100 Interfund Transfers							
500.912 Transfer to General Fund	698,917.00	698,917.00	0.00	0.00	0.00	698,917.00	0.0
Interfund Transfers	698,917.00	698,917.00	0.00	0.00	0.00	698,917.00	0.0
Expenditures	2,177,562.00	2,177,562.00	11,520.07	11,520.07	0.00	2,166,041.93	0.5
Net Effect for Parking Fund	0.00	0.00	262,750.64	262,750.64	0.00	-262,750.64	0.0
Change in Fund Balance:			262,750.64				
Grand Total Net Effect:	0.00	0.00	-486,103.71	-486,103.71	10,785.00	496,888.71	

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of October
2019

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 10/31/2019	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
001 General Fund:									
SunTrust	101.000	8015	Master Account	Advantage NOW	SunTrust	5,136,318.86	1.00%	5,671.48	5,671.48
SunTrust	101.009	6876	Emergency Reserve	Advantage NOW	SunTrust	2,500,000.00	1.00%	Included Above	Included Above
GENERAL FUND						BANK SUBTOTAL		5,671.48	5,671.48
SBA	101.300	1471-A	General Fund Invest Acct A	SBA Invest Pool	SBA	172,004.01	2.04%	298.12	298.12
SBA	101.400	1472-A	Emergency Reserves Acct A	SBA Invest Pool	SBA	83,449.95	2.04%	144.63	144.63
GENERAL FUND						SBA SUBTOTAL		442.75	442.75
GENERAL FUND						GRAND TOTAL		6,114.23	6,114.23
101 Police Forfeiture & Training									
SunTrust	101.100	9613	Police Forfeiture Fund	Advantage NOW	SunTrust	13,586.47	1.00%	Included Above	Included Above
POLICE FUND						TOTAL		0.00	0.00
103 Sewer Enterprise Fund									
SunTrust	101.105	9999	Cash	Advantage NOW	SunTrust	1,371,307.25	1.00%	966.29	966.29
SEWER FUND						TOTAL		966.29	966.29
115 Fire Fund:									
SunTrust	101.109	5379	Fire Fund Account	Advantage NOW	SunTrust	1,260,902.80	1.00%	963.33	963.33
FIRE FUND						GRAND TOTAL		963.33	963.33
300 Capital Improvement Fund:									
SunTrust	101.115	0010	Cash	Advantage NOW	SunTrust	4,277,309.17	1.00%	3,063.59	0.00
CAPITAL IMPROVEMENT FUND						TOTAL		3,063.59	0.00
310 Parking Improvement Fund									
SunTrust	101.125	0120	Parking Improvement Account	Advantage NOW	SunTrust	5,081,581.17	1.00%	3,626.14	3,626.14
SunTrust	101.128	8554	PILOP Account	Advantage NOW	SunTrust	11,771.00	1.00%	8.41	8.41
PARKING FUND						TOTAL		3,634.55	3,634.55
ALL FUNDS						GRAND TOTAL		14,741.99	11,678.40

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of October
2019

Summary by Investment Type		Amount	Percent
Interest Bearing Checking		19,652,776.72	99%
Non-interest Bearing Checking		0.00	0%
SBA Trust Fund/Pools		255,453.96	1%
Repurchase Agreements		0.00	0%
Money Market Funds		0.00	0%
U.S. Securities/Treasuries		0.00	0%
U.S. Federal Agencies		0.00	0%
Federal Instrumentalities		0.00	0%
GRAND TOTAL		19,908,230.68	100%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	7,891,772.82	40%
	Police Fund	13,586.47	0%
	Sewer Fund	1,371,307.25	7%
	Fire Fund	1,260,902.80	6%
	Capital Improvement Fund	4,277,309.17	21%
	Parking Fund	5,093,352.17	26%
GRAND TOTAL		19,908,230.68	100%

Summary by Bank/Pool		Amount	Percent
SunTrust		19,652,776.72	99%
Florida Prime/State Board of Admin.		255,453.96	1%
GRAND TOTAL		19,908,230.68	100%



Town Commission Agenda Item Report

Meeting Date: December 10, 2019

Submitted by: Tedra Allen

Submitting Department: Administration

Item Type: Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title:

November 12, 2019 Town Workshop Minutes

November 12, 2019 Town Commission Meeting Minutes

Explanation:

Commission approval of the November 11, 2019 Commission Workshop Minutes and November 11, 2019 Town Commission Meeting Minutes

Recommendation:

Approve

Attachments:

1. November 11, 2019 Commission Workshop Minutes
2. November 11, 2019 Town Commission Meeting Minutes

**TOWN OF LAUDERDALE-BY-THE-SEA
COMMISSION WORKSHOP MINUTES**

Jarvis Hall

4505 Ocean Drive

Tuesday, November 12, 2019

5:00 PM

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 5:00 p.m. Also present were Vice Mayor Elliot Sokolow, Commissioner Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Randy Strauss, Town Manager Bill Vance, Town Attorney Susan L. Trevarthen, Assistant to the Town Manager Neysa Herrera, Finance Director Lucila Lang, Municipal Services Director Ken Rubach, Special Projects Coordinator Debbie Hime, Public Information Officer Steve d’Oliveira, and Town Clerk Tedra Allen.

2. PUBLIC COMMENT

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, stated that the Commission should hold workshop or roundtable sessions with the public at least four times per year. She hoped to see a beach plan included in the Town’s upcoming goals, as well as plans for El Mar Drive and a possible new and modernized Town Hall complex.

Charles Mangano, resident, asked if a new crosswalk will be constructed near Town Hall. He also requested that new traffic signage be posted on Bougainvillea Drive and Hibiscus Drive, and suggested that a speed hump be added on Hibiscus Drive as well.

With no other individuals wishing to speak at this time, Mayor Vincent closed public comment.

Municipal Services Director Ken Rubach addressed the concerns raised by Mr. Mangano, stating that he has spoken with the Florida Department of Transportation (FDOT) and is awaiting right-of-way documentation, including authorization to use the Town’s right-of-way to implement a crosswalk. He was hopeful the crosswalk could be installed during the current fiscal year.

Commissioner Oldaker observed that a number of Town issues can be traced back to FDOT, and asked if there is a regular liaison who can assist with communications between these entities. Municipal Services Director Rubach advised that this depends upon the FDOT department: there is no single point person who can help ensure issues are addressed.

It was clarified that the proposed crosswalk would be constructed between A1A and Hibiscus Drive, south of the Chamber of Commerce.

3. DISCUSSION ITEMS

a. Town Commission established Goals for the Town Manager for FY20

Mayor Vincent recalled that the Town adopted a vision and mission statement in 2013 which stated that by the year 2018, Lauderdale-By-The-Sea would have made the upgrades necessary to remain economically competitive and fiscally sound while retaining its small-town character. The Town's mission would be to deliver local government services efficiently, act as responsible stewards of the public's money, and enhance the Town's essential character, natural resources, and economic vitality while fostering positive public participation in government.

Vice Mayor Sokolow stated that the top priority for the current fiscal year (FY) should be the El Mar Drive project, which the Town is undertaking on its own rather than going through FDOT. Commissioner Strauss agreed, adding that improvements to sidewalks and drainage will need to be addressed as part of these plans. Commissioner Oldaker noted that lighting will be another important element of the El Mar Drive project.

Commissioner Malkoon commented that North Bay Village had received grant funds for the undergrounding of utilities, and suggested that this possibility be investigated for El Mar Drive. Mayor Vincent noted that the Palm Club sewer project will also be an important undertaking in fiscal year (FY) 2019-20. A third priority will be public safety, including reconstruction of the Volunteer Fire Department (VFD) building.

Commissioner Malkoon proposed that some previous studies, such as the 2015 parking study, be undertaken again to reflect improvements made since the first study. He also recommended that a neighborhood lighting plan be considered. Vice Mayor Sokolow pointed out that it may not be possible to implement lighting on A1A, which is a state road. Municipal Services Director Rubach advised that the Town is responsible for the maintenance of some lighting on A1A/Commercial Boulevard, including damage to and/or replacement of fixtures. The Town must use approved fixtures that meet FDOT standards when installing lighting on this roadway.

Mayor Vincent emphasized the importance of the west side of Commercial Boulevard from the bridge to Bougainvillea Drive. This area has landscaping and lighting needs that should be prioritized, as it is an entrance into the Town. Town Manager Vance replied that he and Municipal Services Director Rubach recognize the need to increase the Town's investment into this area of Commercial Boulevard. There is some flexibility in the current budget through which additional services may be contracted to enhance landscaping and improve lighting. Commissioner Oldaker stated that similar attention should be paid to the entrance to the Town from the south end of A1A, including landscaping in the median.

Commissioner Malkoon requested that updates continue to be provided on Town goals at the second Commission meeting of each month. Commissioner Strauss advised that all attachments accompanying Agendas should be made available to the public. Commissioner Oldaker suggested that the list of goals also reflect the continued commitment of Town Staff to providing personal attention and excellent customer service to residents and businesses.

Mayor Vincent recalled that the Town recently engaged a consultant to undertake a Human Resources study, and requested an update on this process. Town Manager Vance replied that the study will begin in January and end in February 2020. It was also proposed that the consultant insert a standard dress code for Staff and all Departments for safety and insurance purposes.

b. FY20 Action Plan

The Commissioners reviewed the Town's goals, including cleanup and maintenance of the plazas when they are covered by sand. Municipal Services Director Rubach advised that Staff is looking into the possibility of windbreaks in the area.

Vice Mayor Sokolow recalled that during Public Comment, Ms. Cole had expressed concern with the planting of sea oats, which can obstruct the view of beaches due to their height. He felt the Town should consider finding an alternative to sea oats. Municipal Services Director Rubach explained that sea oats are helpful in retaining sand and are easy and inexpensive to plant in large quantities; however, the Youth Environmental Alliance has been incorporating other plants for communities who feel sea oats are too tall. He offered to reach out to this organization.

Commissioner Strauss addressed a project that would deploy nine acres of concrete reef modules north and south of the pier, which has been put on hold. The earliest deployment of this project may be summer 2020. He recommended that the Town coordinate efforts with the County to realize this project.

Vice Mayor Sokolow observed that Sections 1.1 and 1.2 require an update, as they include obsolete references to previous fiscal years.

The Commissioners also discussed sea level rise, with Mayor Vincent recalling that he had suggested Staff designate a resiliency officer to act as a county and state liaison for issues related to climate change. He emphasized this as an ongoing infrastructure issue as construction and other requirements change to improve resiliency.

Commissioner Oldaker noted that there have been multiple king tides during the current season, which has affected residents who live on the Intracoastal Waterway. In addition, a trend toward larger and faster boats on this waterway contributes to heavier wakes, which can overtop seawalls during high tides. He has reached out to elected officials at

the County level to determine if a group effort can be made to address wakes by notifying boaters or restricting speed during extreme conditions.

Mayor Vincent noted that he has reached out to Waste Pro, Inc. to ensure that trucks do not block designated pick-up and drop-off areas for transportation management companies such as Uber or Lyft. There is also discussion of posting signage and constructing shelters at these locations.

Vice Mayor Sokolow asked if Staff has taken any steps toward using technology to identify empty spaces in Town parking lots or has determined whether or not there is a need for a parking shuttle on weekends.

Municipal Services Director Rubach advised that Staff has looked at different systems that can be used in lots to determine open parking spaces and is seeking a cost-effective method. Staff has also met with providers of potential on-demand circuit services and discussions are ongoing. Microtransit services are being tested in other Broward communities; however, there are concerns regarding compliance with the Americans with Disabilities Act (ADA), as well as with vehicle size.

Mayor Vincent also addressed parking, noting that enforcement strategies and analysis of results were a goal for late 2018-early 2019. Captain Tom Palmer of the Broward Sheriff's Office (BSO) recalled that these results were presented to the Commission in June 2019, along with information on traffic crashes and citations. Both citations and crashes have increased slightly from the previous year, and enforcement efforts are enhanced in response.

Commissioner Oldaker asked if there has been consideration of moving a pay station in the A1A lot to the corner of Commercial Boulevard and A1A, which was discussed earlier in the year. This would move pedestrian traffic to a four-way stop location in an effort to address jaywalking. Captain Palmer recalled that signage directing individuals to the crosswalk was put into place.

With respect to Goal #3, which addresses preservation of the Town's way of life, the Commissioners discussed the creation of a walkability map and Bike Master Plan for major roadways. Assistant to the Town Manager Neysa Herrera added that a response has been received from a bidder on the walkability map, and a proposal will be brought forward in the future for the Commission's consideration.

Goal #4, Infrastructure Improvements, has been discussed regarding lighting, including the conversion of some lights to LED design. Most complaints regarding brightness have been addressed using shields for these lights. The Municipal Services Director also plans to meet with Florida Power and Light (FPL) to coordinate plans for neighborhood and Commercial Boulevard/A1A lighting improvements.

Municipal Services Director Rubach advised that he and Development Services Director Linda Connors are looking at Town neighborhoods to determine plans for swale implementation and/or restoration in the future. Additional swale efforts will also be needed on East Terra Mar Drive.

Commissioner Oldaker observed that the city of Fort Lauderdale is considering major changes to its water service, which serves the south end of Lauderdale-By-The-Sea. Municipal Services Director Rubach replied that Staff will reach out to Fort Lauderdale to determine whether their capital improvement plans for water mains will affect the Town.

Under Economic Development goals, it was noted that there had been discussions regarding the possibility of an FDOT study of accidents, as well as potential changes regarding left turns and U-turns. It was also clarified that discussions are underway with respect to the location of tents and signage on election nights.

Commissioner Malkoon noted that the current budget includes funds for repairs to the Town's portion of the seawall in the Bel Air neighborhood. He expressed concern with undertaking a partial repair with no requirement that the entities who co-own the seawall would need to make repairs as well. Town Manager Vance replied that a survey will be needed to verify the areas of the seawall for which the Town is responsible. Town Engineer Jay Flynn added that an informal survey has been done and official results are pending to identify what is in need of repair.

Town Manager Vance reviewed the goals for FY 2020, which include:

- Moving forward with the El Mar Drive and Palm Club projects
- Completing construction of stormwater improvements on Terra Mar
- Working on Staff development and customer service practices
- Emphasizing employee and public safety
- Maintaining a professional environment
- Keeping the Mayor and Commission updated on the progress of these and future goals

4. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 6:16 p.m.

Mayor Chris Vincent

Lauderdale-By-The-Sea
Town Commission Workshop
November 12, 2019

ATTEST:

Town Clerk Tedra Allen

Date

**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
REGULAR MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, November 12, 2019
6:30 PM**

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:33 p.m. Also present were Vice Mayor Elliot Sokolow, Commissioner Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Randy Strauss, Town Manager Bill Vance, Town Attorney Susan L. Trevarthen, Assistant to the Town Manager Neysa Herrera, Finance Director Lucila Lang, Municipal Services Director Ken Rubach, Town Engineer Jay Flynn, Special Projects Coordinator Debbie Hime, Planner Sue Leven, Town Engineer Jay Flynn, Public Information Officer Steve d’Oliveira, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Reverend George Hunsaker gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

5.a Highlights from Special Events (Debbie Hime, Special Projects Coordinator)

Special Projects Coordinator Debbie Hime presented highlights from Town special events, including the recent Boo-By-The-Sea and Veterans’ Day activities. Dancing-By-The-Sea will be held on the second and fourth Sundays of each month through May 2020 from 5 to 7 p.m. The Farmer’s Market will begin on December 1, 2019 and will last through the first weekend in May 2020 from 9 a.m. through 2 p.m.

Christmas-By-The-Sea is scheduled for Wednesday, December 4, 2019 from 5:00 to 8:30 p.m. This event will include a visit from Santa Claus, tree lighting, live entertainment, and a holiday market. Emails will be sent to local businesses to ensure

they are aware of street closures. Downtown will close to vehicular traffic at 8 a.m. with the exception of turnarounds. Vendors will be in place by 4:15 p.m.

Special Projects Coordinator Hime thanked all the members of Staff, as well as members of the Broward Sheriff's Office (BSO), Volunteer Fire Department (VFD), and volunteers, who have assisted with events throughout the year.

6. PUBLIC COMMENT

At this time Mayor Vincent opened public comment.

John Ahumada, resident, expressed concern with materials regarding the reporting of Code violations by vacation and short-term rental properties, which could discourage a sense of community among neighbors. He felt it would be more effective to use technology to identify violations.

Charles Mangano, resident, requested an update on the possibility of a Concord Wilshire project at the former Holiday Inn property.

John Macmillan, resident, stated that he had presented an offer on the Holiday Inn property in the past, which was rejected by the previous Town Commission. He hoped that both hotels and condominiums would be considered for this property.

With no other individuals wishing to speak at this time, Mayor Vincent closed public comment.

7. PUBLIC SAFETY DISCUSSION

7.a BSO October 2019 Report (Captain Thomas Palmer, BSO)

Captain Tom Palmer of BSO recognized Senior Deputy Ben Koos as Deputy of the Month for the second time in 2019. He noted that his October 2019 report includes additional information on the homicide that occurred in the Town the previous month. Information provided by the Town's license plate reader (LPR) and surveillance cameras were important components of this case.

Captain Palmer emphasized that Lauderdale-By-The-Sea has been and continues to be a historically safe community with little violent crime. Beginning on the day of the homicide, BSO has received assistance from the neighboring communities of Sea

Ranch Lakes, Pompano Beach, Weston, Oakland Park, and others. Bike and beach patrols will be made more visible, and law enforcement maintains a presence throughout the Town at all hours. There is also supplemental assistance for traffic enforcement efforts on A1A and Commercial Boulevard.

Commissioner Oldaker advised that he has met with Captain Palmer and Town Manager Bill Vance to discuss BSO activity following the recent homicide. BSO performs due diligence on an ongoing basis to determine what the Town needs to provide safety for its residents. Over the past three years, Lauderdale-By-The-Sea has experienced its lowest rate of overall crime in the current ten-year period.

Commissioner Strauss asked if the Town can secure a greater law enforcement presence on its canals following recent thefts from boats in Fort Lauderdale and Pompano Beach. Captain Palmer replied that while the Town does not have a dedicated Marine Unit, they have the option of paying for additional patrols on the canals; however, he cautioned that there is no crime trend at present to justify this expense.

Commissioner Strauss made a motion, seconded by Commissioner Oldaker, to approve. Motion carried 5-0.

7.b VFD October 2019 Report (Chief Judson Hopping, VFD)

Vice Mayor Sokolow made a motion, seconded by Commissioner Malkoon, to approve. Motion carried 5-0.

7.c AMR October 2019 Report (Chief Brooke Liddle)

Commissioner Oldaker made a motion, seconded by Commissioner Strauss, to approve. Motion carried 5-0.

8. TOWN MANAGER REPORT

8.a Preliminary FY 2019 Financials (Lucila Lang, Finance Director)

The report was accepted without discussion.

9. TOWN ATTORNEY REPORT

Mayor Vincent requested that Town Attorney Susan Trevarthen address the issue of a previous offer on the Holiday Inn property, which was raised during Public Comment. Town Attorney Trevarthen explained that while the Town does not control private real estate transactions, individuals sometimes request opinions or input on what projects might be considered desirable. Any property owner may file an application according to their rights under the Town's Comprehensive Plan and Zoning Code.

Town Attorney Trevarthen advised that there has been some informal communication with Florida Development Group (FDG) and Staff is awaiting re-submittal of plans. FDG is working to formalize its Site Plan Application and bring it before the Commission for action. The Commission authorized the filing of foreclosure action in spring 2019, followed by a decision to pause this litigation due to interest from Concord Wilshire. It is possible that FDG may request additional time from the Commission to meet its deadlines in this process.

Mayor Vincent noted that he has requested a minimum of two workshops be held with Town residents before any Site Plan Application is brought back before the Commission for presentation and/or action.

10. APPROVAL OF MINUTES

10.a October 22, 2019 Town Commission Meeting Minutes (Tedra Allen, Town Clerk)

Commissioner Oldaker made a motion, seconded by Commissioner Strauss, to approve. Motion carried 5-0.

11. CONSENT AGENDA

11.a 2019 Ford F-150 Aerial Lift Truck Lease (Ken Rubach, Municipal Services Director)

11.b Piggyback of Electrical Maintenance Services Contract (Ken Rubach, Municipal Services Director)

11.c December 10, 2019 Public Input Workshop Request – Dog Beach Possibilities

11.d Special Event Application from LBTS Restaurants for New Year's Eve Celebration Tuesday, December 31, 2019 - Wednesday, January 1, 2019 (Debbie Hime, Special Projects Coordinator)

Commissioner Oldaker made a motion, seconded by Commissioner Strauss, to approve Items 11a through 11d. Motion carried 5-0.

12. OLD BUSINESS

12.a EV Charging Station Update (Ken Rubach, Municipal Services Director / Bill Vance, Town Manager)

Municipal Services Director Ken Rubach advised that at the direction of the Commission, Staff has looked into several charging options. They are currently seeking direction to move forward into the next phase, which will include exploring potential locations and providing power. Town Manager Bill Vance noted that Staff is not requesting the expenditure of any funds at this time.

Commissioner Strauss commented that he was in favor of adding electric vehicle charging stations, and noted that there are options for sponsorship or advertising to offset their costs. He added that electrical outlets beside Town golf cart parking could be another positive step in the future.

13. NEW BUSINESS

13.a El Mar Design Direction (Ken Rubach, Municipal Services Director / Jay Flynn, Town Engineer / Bill Vance, Town Manager)

Municipal Services Director Rubach stated that cost estimates show the El Mar Drive project would need to be a Consultants' Competitive Negotiation Act (CCNA) project, which means it must go out for bid.

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, thanked the Commission for the decision to undertake the El Mar Drive project as a Town project rather than having the Florida Department of Transportation (FDOT) involved. She recommended that the Commissioners speak to local hoteliers who may be interested in projects on this roadway.

With no other individuals wishing to speak on this Item, Mayor Vincent closed public comment.

Town Manager Vance advised that the CCNA process includes a request for professional qualifications (RFQ). Staff will analyze the resources of different engineering firms and rate their ability to meet the project's needs before making a formal recommendation to the Commission.

Vice Mayor Sokolow made a motion, seconded by Commissioner Oldaker, to authorize the Town Manager to begin the process of preparing an RFQ in compliance with the CCNA process for selection of a design consultant for the El Mar Drive project. Motion carried 5-0.

13.b Palm Club Sanitary Sewer Design (Ken Rubach, Municipal Services Director / Jay Flynn, Town Engineer / Bill Vance, Town Manager)

Municipal Services Director Rubach explained that in 2017, Mathews Consulting was selected through the RFQ process for the initial design of the Palm Club sewer project. Staff has worked with the Town Attorney and Mathews Consulting to amend the language of this agreement. There are some cost increases related to timing, and it is also necessary to include a lift station generator as part of the project.

It was noted that \$400,000 has been budgeted in the Capital Improvement Program (CIP) for the Palm Club project. The Town will continue to pursue appropriation or grant funds for approximately 50% of this project from the state of Florida.

Commissioner Oldaker made a motion, seconded by Vice Mayor Sokolow, to execute the amended and restated agreement with Baxter and Woodman as provided by the Town Attorney. Motion carried 5-0.

13.c Bougainvillea / Poinciana & West Business Plazas Lighting (Ken Rubach, Municipal Services Director)

Municipal Services Director Rubach explained that these Plazas are targeted for lighting upgrades. Staff has met with electricians and will bring more information back to the Commission as it becomes available. He added that Staff can look into the possibility of extending lighting from the Plazas to the back of Town Hall and parking spaces on Bougainvillea Drive.

14. COMMISSIONER COMMENTS

All the Commissioners recognized the efforts of Town Staff and Commissioner Strauss regarding the Veterans' Day event.

Commissioner Oldaker shared the Police phone number, (954) 764-HELP, that residents may use to reach BSO dispatch if the need arises, and complimented Staff for their quick response in removing graffiti from the former Holiday Inn building.

Vice Mayor Sokolow recognized the contribution of former Town Commissioner Stuart Dodd for encouraging the purchase of the Town's LPR cameras.

15. ORDINANCES 1ST READING

15.a Ordinance 2019-10 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SETTING MARCH 17, 2020 FOR THE TOWN'S 2020 GENERAL MUNICIPAL ELECTIONS DATE TO COINCIDE WITH THE PRESIDENTIAL PREFERENCE PRIMARY ELECTION DATE AS ALLOWED BY SECTION 101.75, FLORIDA STATUTES; ESTABLISHING THE QUALIFYING PERIOD FOR THE 2020 GENERAL MUNICIPAL ELECTIONS TO OCCUR FROM NOON ON THURSDAY, JANUARY 2, 2020 THROUGH NOON ON THURSDAY, JANUARY 9, 2020, AS REQUIRED BY THE SUPERVISOR OF ELECTIONS; PROVIDING FOR THE DATE ON WHICH ELECTED OFFICIALS TAKE OFFICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE (Tedra Allen, Town Clerk)

At this time Mayor Vincent opened public comment, which he closed upon receiving no input.

Vice Mayor Sokolow made a motion, seconded by Commissioner Oldaker, to approve. Motion carried 5-0.

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

17.a Resolution 2019-41 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING A LONGEVITY BONUS PAYMENT PROGRAM; ESTABLISHING ELIGIBILITY REQUIREMENTS AND QUALIFICATIONS; AUTHORIZING THE TOWN MANAGER TO ADMINISTER THIS PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE (Bill Vance, Town Manager)

At this time Mayor Vincent opened public comment, which he closed upon receiving no input.

Vice Mayor Sokolow made a motion, seconded by Commissioner Oldaker, to approve Resolution 2019-41, which adopts changes to the Personnel Manual by adding a section entitled VII. Salary Administration, L. Longevity Program. Motion carried 5-0.

18. QUASI JUDICIAL PUBLIC HEARINGS

Town Attorney Trevarthen explained the procedures for the hearing of quasi-judicial items, and the Commissioners disclosed any ex parte communications on the Item. Individuals wishing to speak on the Item were sworn in at this time.

18.a Site Plan Modification for 4208 N. Ocean Drive (Blue Strawberry) (Linda Connors, Development Services Director)

Sue Leven, Planner, stated that Staff discovered during the review process that multiple units were created without a permit on this property. They have been working with the owner to bring the property into compliance.

The property consists of two buildings, each originally approved with 15 units. Over time, the number of units in each building has increased to 18. As the owner wishes to maintain the property at 36 units rather than the original 30, Staff requires that several criteria be met:

- Lot area: the property's grandfathered lot area is larger than its actual size
- Parking: 27 spaces are required, including 21 grandfathered spaces and six spaces for the additional units; the owner proposes to include bicycle racks to make up for one space and was granted an administrative adjustment for the remaining three

- Configuration: there will be 21 kitchen units and 15 units without a kitchen, which meets the maximum space requirement of 52,260 sq. ft.

The parking requirement will be met through 20 on-site parking spaces, one ADA-compliant space, three compact spaces, bicycle racks, and an administrative adjustment. The Planning and Zoning Board recommends approval of the Application by a vote of 5-0.

Vice Mayor Sokolow asked when the six units were added to the property. Planner Leven replied that this occurred before the current owner took possession of the site.

At this time Mayor Vincent opened public comment.

John Ahumada, resident, stated that he was supportive of the request, as this would make it easier for businesses such as the Blue Strawberry to survive in a competitive environment.

With no other individuals wishing to speak on this Item, Mayor Vincent closed public comment.

Vice Mayor Sokolow made a motion, seconded by Commissioner Oldaker, to approve. Motion carried 5-0.

**18.b Site Plan Modification for 4433 Poinciana Street (Bonnan by the Sea)
(Linda Connors, Development Services Director)**

Planner Leven stated that this property was approved for the construction of an eight-unit residential building. Although their building permit was received in May 2019, construction has not yet begun. The Applicant has approached the Town with regard to the addition of a ninth unit. The project had originally been approved as nine units, but could not accommodate the parking requirement. The Applicant requested the change after the building permit was issued. Staff recommended that they seek an administrative adjustment and Site Plan modification.

There is no proposal to change the existing parking and Site Plan, which were previously approved, except for the addition of a one-bedroom unit where a “party room” had previously been located. The site has sufficient lot area to support a ninth unit. An administrative adjustment for two parking spaces was granted by the Board of

Adjustment. The Planning and Zoning Board recommended approval of the Site Plan modification at their November 6, 2019 meeting.

At this time Mayor Vincent opened public comment.

John Ahumada, resident, stated that he was supportive of the project.

With no other individuals wishing to speak on this Item, Mayor Vincent closed public comment.

Vice Mayor Sokolow made a motion, seconded by Commissioner Oldaker, to approve. Motion carried 5-0.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 7:52 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk Tedra Allen

Date



Town Commission Agenda Item Report

Meeting Date: December 10, 2019

Submitted by: Ken Rubach

Submitting Department: Municipal Services

Item Type: Consent

Agenda Section: CONSENT AGENDA

Subject Title:

Beach Cleaning Services Contract (Ken Rubach, Municipal Services Director)

Explanation:

The Town has traditionally contracted out beach maintenance services in order to keep our shoreline in pristine condition for our residents and guests alike. Staff had examined the previous contract as well as received input from our current contractor on existing service levels to see what if any improvements could be made. As you may recall earlier this year, we received record amounts of seaweed which necessitated having mechanical cleaning performed 7 days a week. Staff included this daily cleaning in the RFP as we felt this would help to combat the heavy seaweed flows as well as provide a service level increase throughout the year. In addition to this staff increased sanitizing of the south beach (area from roughly Flamingo to Pine) from 4 days to 7 days a week. The sanitizing process grooms the beach as well as removes any garbage that is present. Staff spoke with the contractor about the need to increase sanitizing on the north beach and at this time they recommended maintain existing services levels. We will continue to monitor conditions on the north beach and should an increase in sanitizing be necessary it will be brought to the Commission for approval.

On December 2, 2019 RFP 19-10-01 for Beach Cleaning Services was opened. The Town received one (1) bid. The contractor and their monthly pricing are included below. Exhibit 1 contains a full break down of each item.

Table 1 – RFP Respondents

Business	Monthly Cost
Beach Raker	\$ 20,500.00

After evaluating all the proposals submitted, staff recommends that the Commission award a three (3) year contract with two (2) additional one (1) year extensions for beach cleaning services to our previous contract holder Beach Raker, LLC who has provided exemplary service to the Town for the past several decades.

Recommendation:

Authorize the Town Manager to execute a contract with Beach Raker, LLC. for Beach Cleaning Services after the contract has been approved as to form by the Town Attorney.

Funds are budgeted for Beach Cleaning Service in the General Fund Municipal Services Contractual Services account (001.541.100-500-345).

Attachments:

1. Bid Tab

RFP 19-10-01
Beach Cleaning Services
Opening December 2, 2019

PROJECT COST

Beach Raker, LLC

Deliverables	Monthly Fee
Beach Cleaning Services	\$20,500

Additional Work	
<u>Title:</u>	<u>Hourly Rate</u>
One Tractor	\$175.00
Skid Steer	\$250.00

Non-Schedule Service Days

Area	Mechanical Cleaning	Sanitizing	Beach Cleaning
South Beach	\$175	\$125	\$350
North Beach	\$300	\$250	\$500



Town Commission Agenda Item Report

Meeting Date: December 10, 2019

Submitted by: Ken Rubach

Submitting Department: Municipal Services

Item Type: Consent

Agenda Section: CONSENT AGENDA

Subject Title:

Phase 3 Camera Purchase & Installation (Ken Rubach, Municipal Services Director)

Explanation:

In July 2018, Phase 1 of the Town wide camera system became operational and has performed as expected. Phase 2 was approved in December 2018 and installation was completed during the summer of 2019.

Staff then began planning Phase 3 working with our vendor Video Patrolling Services (VPS) for the placement of an additional 30 cameras, this will bring the total number of cameras to 81. Attached is Purchase Agreement for Phase 3 (Exhibit 1), which will cost \$49,680. The included the maps (Exhibit 2) show the location of the cameras and their coverage area.

With the addition of 36 cameras, all the entryways into Town, the Bel Air entryways, the A1A Parking Lot, Friedt Park and the Downtown will have coverage. The areas to be covered were determined after considering input from Captain Palmer and the BSO staff.

The Town has budgeted \$50,000 in the FY20 Parking Fund budget for the purchase of the cameras (account 310.545.000.500.640)

We believe it is in the best interest of the Town to continue to expand the existing system and have VPS provide the monthly monitoring and warranty service for one system rather than to purchase another system. To accomplish this, the Commission needs to find that this is a sole source purchase that meets the requirements of Section IV .A of the Purchasing Manual. This was done previously for Phase 2 of the camera installation.

. . . when it is determined that there is only one source available (e.g. repairs or additions from the original equipment manufacturer, only supplier in the area, franchised or licensed distributor or service, patented or proprietary item), or by negotiation where the procurement by competitive procedures is not feasible (e.g. specifications cannot be clearly drawn) nor practical (e.g. bids were solicited but no responsive bid was received from a responsible bidder).

Personal preference, convenience or "to standardize" in the absence of identifiable offsetting cost savings are not sufficient reasons for spending public funds under non-competitive conditions

Recommendation:

Staff recommends the Commission determine this is a sole source purchase and authorize the Town Manager to execute the attached agreement (Exhibit 1) with Video Patrolling Services.

Attachments:

1. VPS Purchase Agreement
2. Phase 3 Camera Location Map



Customer: Town of Lauderdale-by-the-Sea
4501 Ocean Blvd
Lauderdale-by-the-Sea, Florida 33308
Attention: Ken Rubach

Price Quotation #: 032922
Date: October 28, 2019
RE: Design & Install Phase III
additional wireless cameras for the
existing VPS 6.0 Town-Wide Wireless
Camera Network

Purchase Order #	Terms	Install Date	
	60% with Order; 20% @ Notice of "Readiness-to-Ship;" 20% @ Installation & Acceptance	See Below	
QTY	DESCRIPTION	Unit Price	TOTAL
1	Design & Install additional wireless cameras to the network, to include:	\$43,730.00	\$43,730.00
	VPS 6.0 wireless 4-megapixel, Infrared (IR) 2-bullet cluster camera (6)		
	VPS 6.0 wireless 4-megapixel, Infrared (IR) 3-bullet cluster camera (6)		
	Expansion of the existing wireless network infrastructure across the Town to provide Phase III connectivity to the Network Video Recorder (NVR)		
	VPS 6.0 Network Video Recorder (NVR) – expansion of existing NVR		
	VPS 6.0 Camera Software Licenses - (30) Included		
1	Engineering & Installation Labor	\$5,950.00	\$5,950.00
		Total	\$49,680.00
		Taxable Amount	0
		Tax	0
		Shipping	0
		Balance Due	\$49,680.00

1. VPS Responsibilities:

- To design, install & maintain the additional wireless cameras across the Town, shown in attached Exhibit B, "Wireless Camera Network Layout."
- Will make all reasonable efforts to deliver the following to the Customer:
 - High-resolution (30 frames/second @1080p) live & recorded video (10 days storage min.) of all property activity detected on camera.
 - Remote-Viewing access (24/7/365) to Customer and their authorized Parties of all live and recorded camera activity.
- Use only "Police-Quality" VPS 6.0 IP cameras throughout the network, standard with infrared, multi-megapixels & advanced video analytics.
- VPS' Limited Warranty covers Equipment, and labor for ninety (90) days after Installation Acceptance. Exceptions are: if Equipment is subjected to abuse, vandalism, Acts-of-God, Customer electrical issues, or Customer allows Service work to be conducted by an Unauthorized 3rd Party.
- VPS includes a number of ongoing Video Management Services, described in detail in the attached Exhibit A, "Optional Services."
- On-site installation will begin within 10 business days of the confirmation date that all Customer Responsibilities have been completed.
- Any permits required by the Town will be pulled by VPS, but the Customer will reimburse VPS for any fees that are charged.

2. Customer Responsibilities:

- Provide or arrange attachment permissions for cameras and radios to attach to buildings, poles or other strategic structures, as required.
- Provide all 110V electrical power requirements for camera, radio and NVR locations on the Network before the installation commences.
- Provide any lifts or new poles required for the installation job, or any subsequent service work.
- Provide occasional-use access to an onsite helper to assist the VPS NOC with simple, ongoing Remote-Maintenance procedures.
- Customer will act in a timely manner to make all Progress Payments, as specified herein, and to fulfill all their foregoing Customer Responsibilities to enable VPS to avoid costly schedule delays during the installation process.

The authorized signature of the Parties below shall indicate Consent to all Terms and Conditions of this Purchase Agreement:

Customer

Video Patrolling Services

Signature: _____

Signature: *Terri Dunlap*

Print: _____

Print: Terri Dunlap

Title: _____ Date: _____

Title: CEO

Date: 10-28-19

Exhibit A

Optional Services

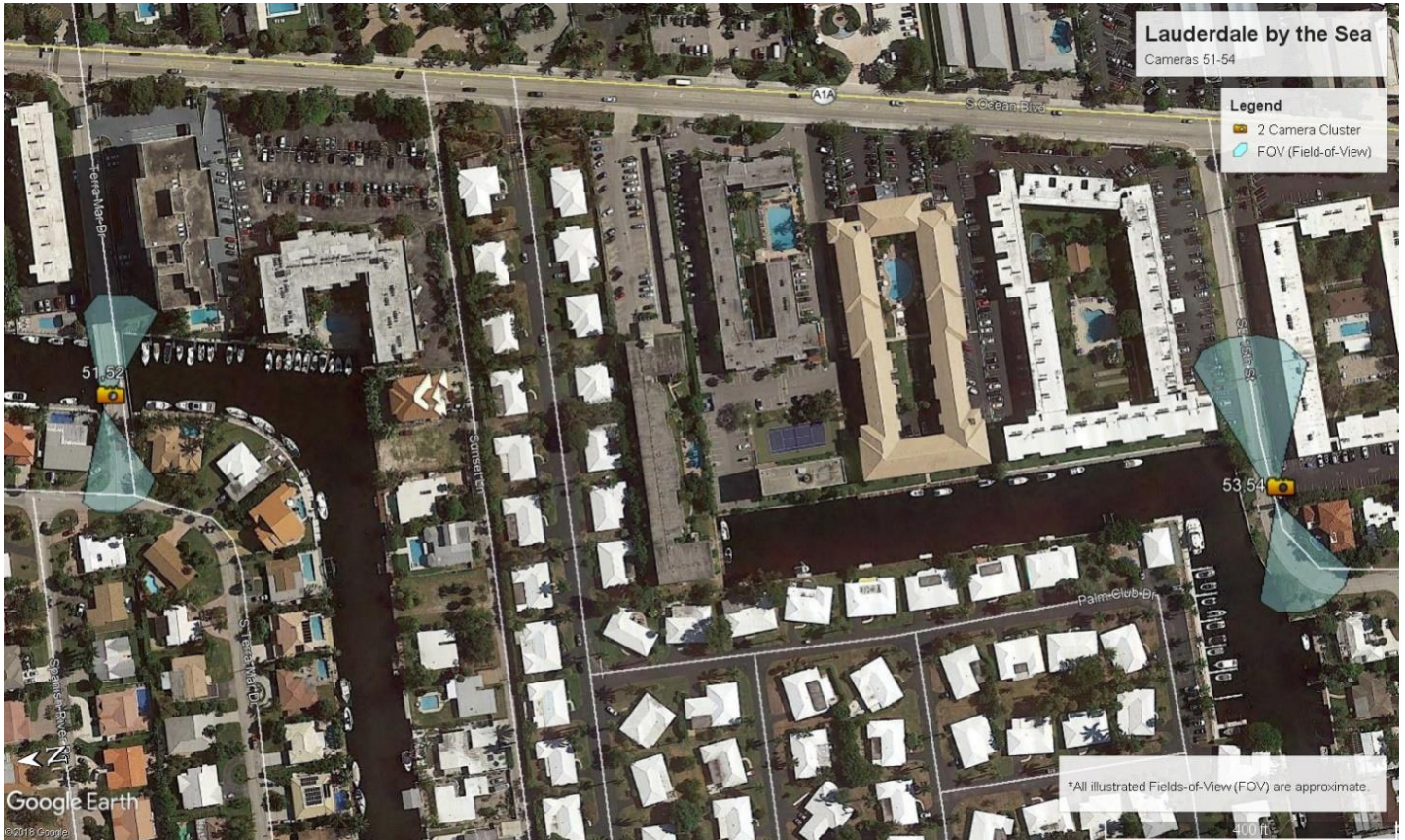
- Video Management Services - Customer pays VPS an additional \$99/month Video Management Fee for the following ongoing services for the thirty (30) new cameras:
 - Up-Time Monitoring – Assures better continuity of Service and faster Restoral-of-Service when outages do occur. VPS’ Network Operations Center (NOC) detects and sends an outage alert to our network engineers to begin the service restoral process when any wireless camera network component fails. Customers are also notified when each service outage is detected.
 - Remote-Maintenance – Upon receiving an outage alert, the NOC engineer follows VPS’ Standard Service Restoral Procedures protocol, using our proprietary remote-diagnostic tools to analyze the problem(s) and restore service. Historically, over 75% of all Service Outage Tickets are cleared by the NOC without the extra charge of a visit to the Property by a technician. Therefore, a typical VPS Customer experiences less down-time and spends less money to manage their video surveillance systems than others.
 - Remote-Viewing Management – Over the high-speed internet connection into the NVR provided by the Customer, VPS monitors and maintains a smooth remote-viewing of live cameras and recorded video playback process for all parties authorized by the customer to have remote-access privileges, through their respective internet-enabled fixed or mobile devices.
 - Software/Firmware Upgrades – included in the Management Fee are all software/firmware updates for all cameras, radios and NVR operating software, and the software client (app) updates required for the remote-viewing application.
 - VPS Help-Desk – available for when Customers require assistance in retrieving and distributing additional video footage of incidents that occur on their site(s).....Open M-F, 9am-5pm.
 - VPS maintains quick-access video files of each camera’s activity alerts received during each previous night-time period (6pm to 6am). They enable the Help-Desk to quickly access pertinent video footage of incidents, if so requested by the Customer or their authorized agent. Although VPS will train the Customer’s personnel to pull video clips themselves, this is a difficult skill to maintain without consistent practice, therefore Help-Desk assistance is frequently required even for trained personnel.
 - For those Customers with conventional VPS License Plate Reader (LPR) cameras deployed at their property entrances, VPS maintains quick-access video snapshot files of all license plates captured during each previous 24-hour period (minimum 10 days). In addition to plate numbers and states, the vehicle’s make, model and color are captured as well.
 - Limitations on VPS Help-Desk & NOC Hours – the Basic Video Management Fee new total of \$198/month includes a four (4) hour allowance each month per NVR, or per Customer. Additional Help-Desk time is charged at \$60/hour. Additional NOC engineering time is charged at \$90/hour for remote-maintenance. When service outages cannot be restored exclusively using remote-maintenance, and a field technician must be dispatched to the site, their rate will also be at \$90/hour. All fractional hours will be charged on a prorated basis (by quarter-hour) instead of being rounded up to the next hour.
 - Payment Schedule – for Video Management Services Fee:
 - The additional Basic Video Management Services Fee is \$99/month, with a one (1) year minimum Service Term commitment.
 - One (1) year Renewal Terms are automatic, unless either Party gives the other ninety (90) days prior written notice.
 - The monthly payments for this Optional Services Fee are made quarterly in advance and setup on an auto-pay basis.
 - Any additional hourly charges generated each month, as described above, are billed in arrears and are payable monthly.

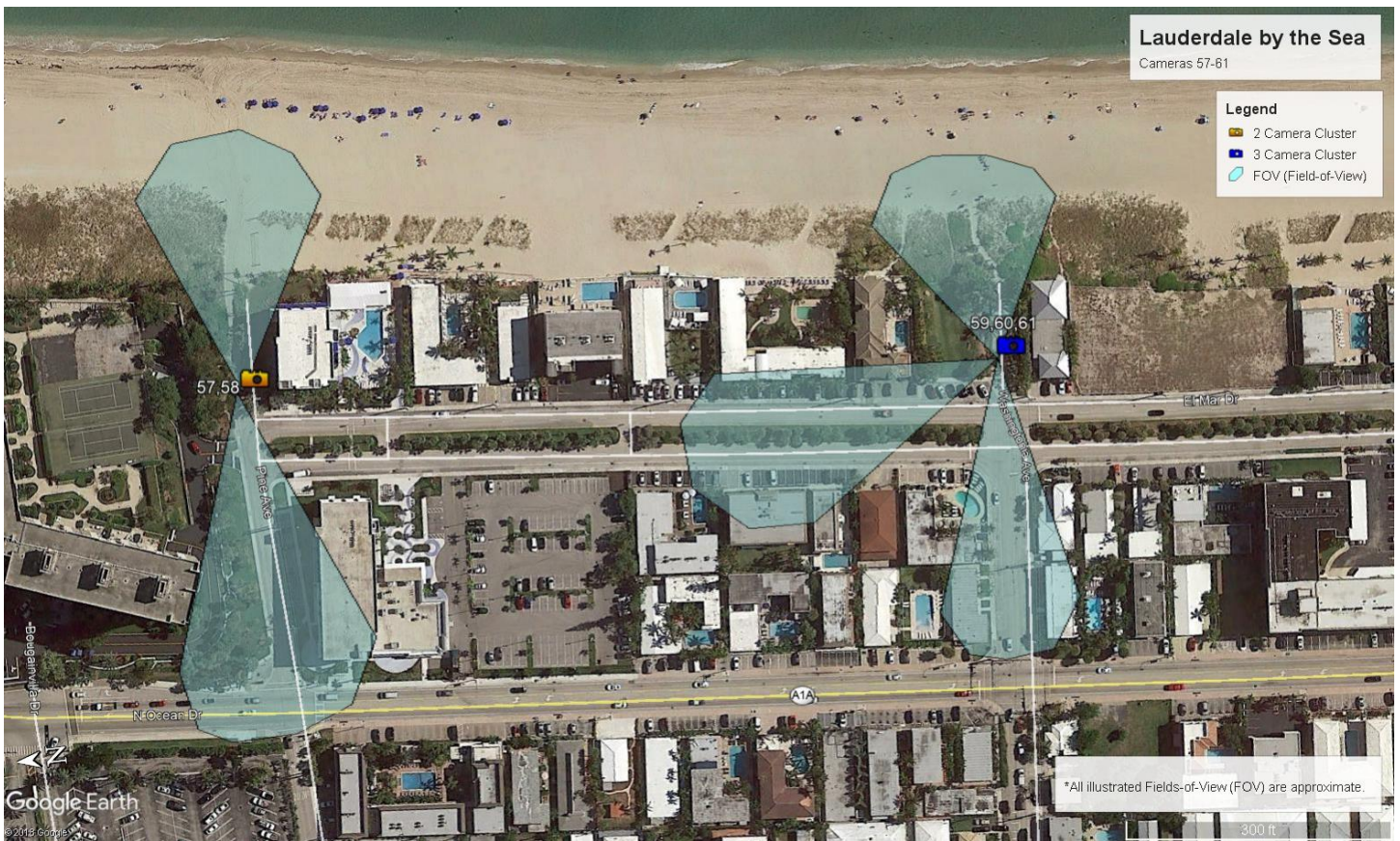
Initials: Customer: _____ Date: _____

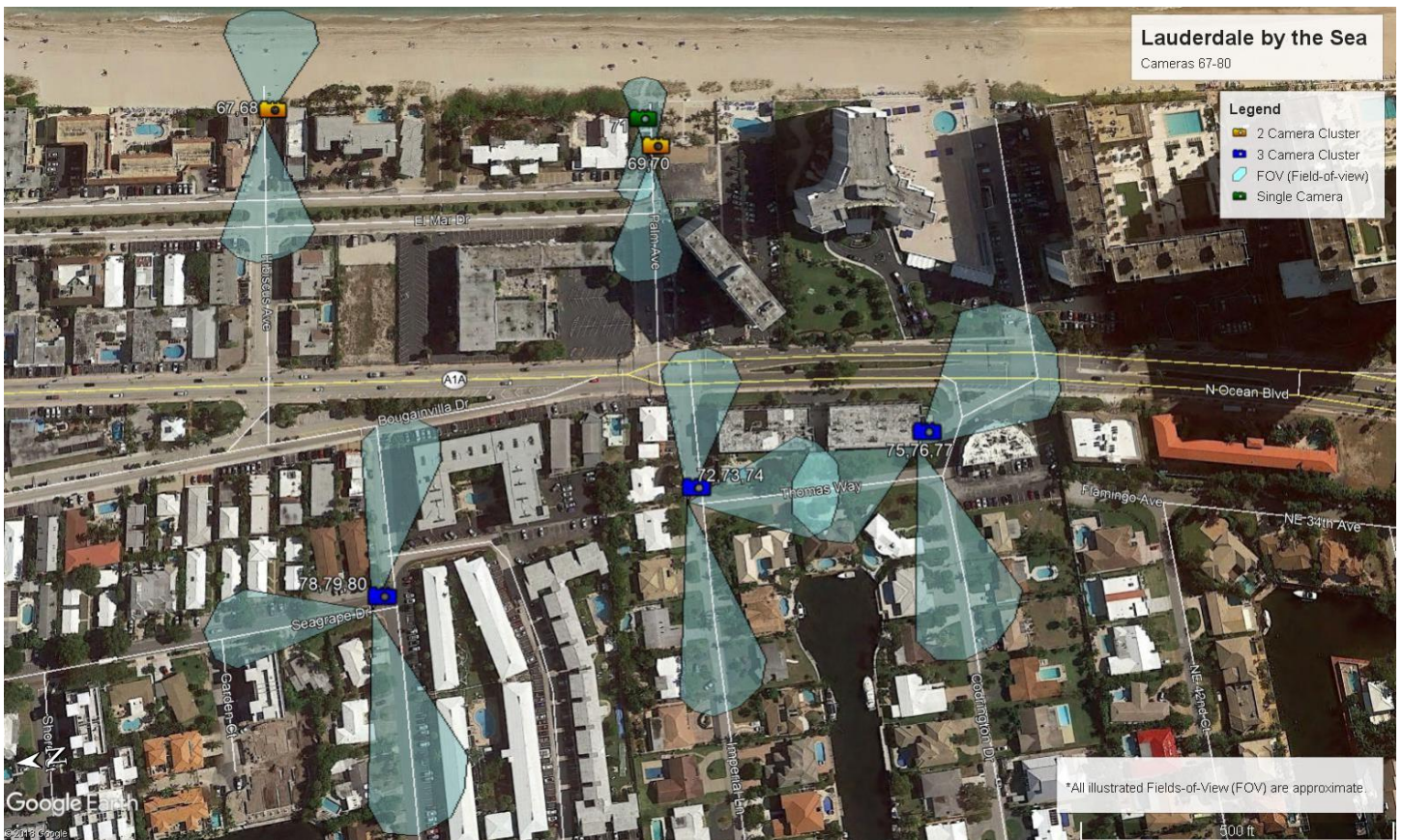
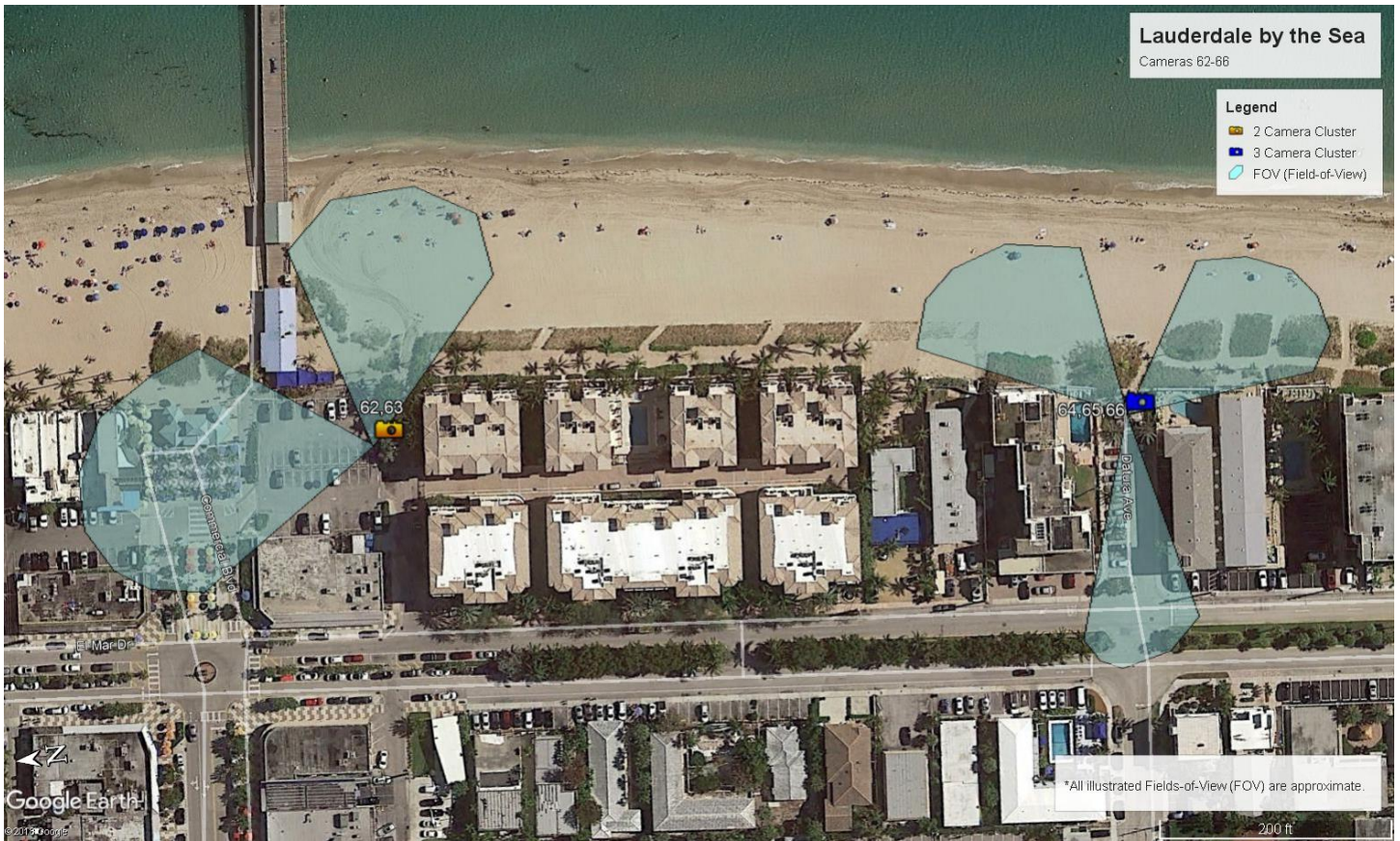
VPS: _____ Date: _____

Exhibit B

Wireless Camera Network Layout



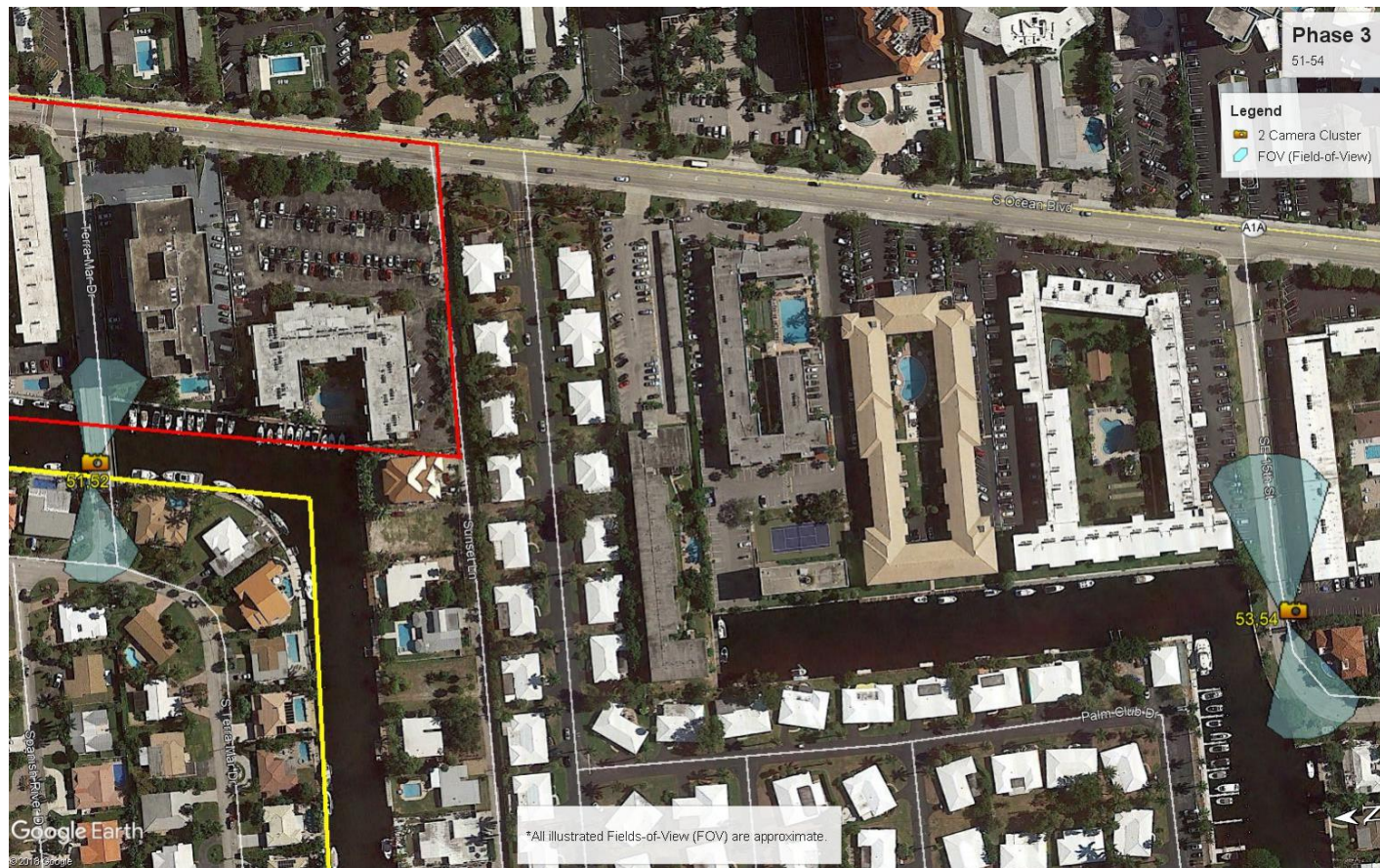


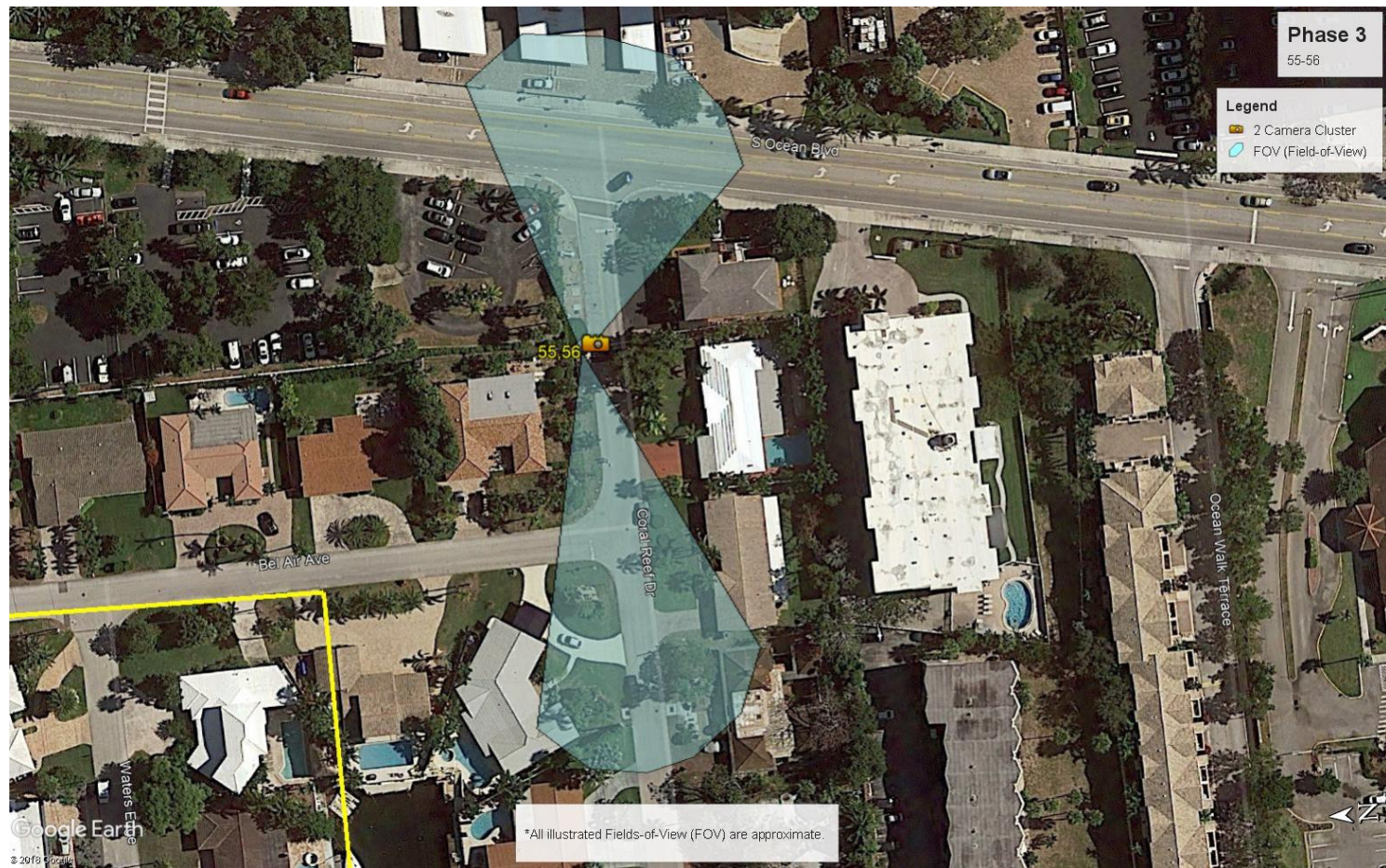


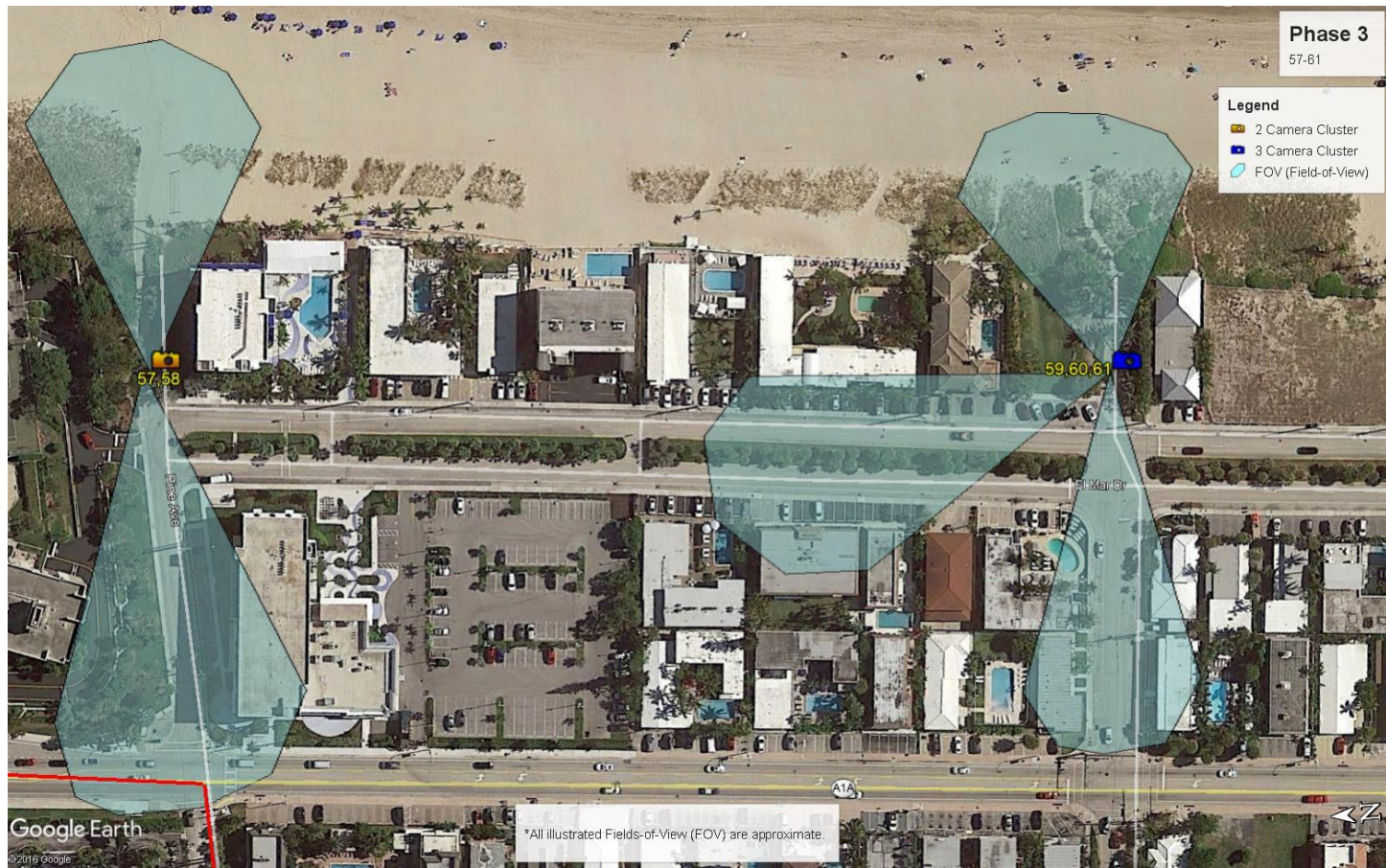
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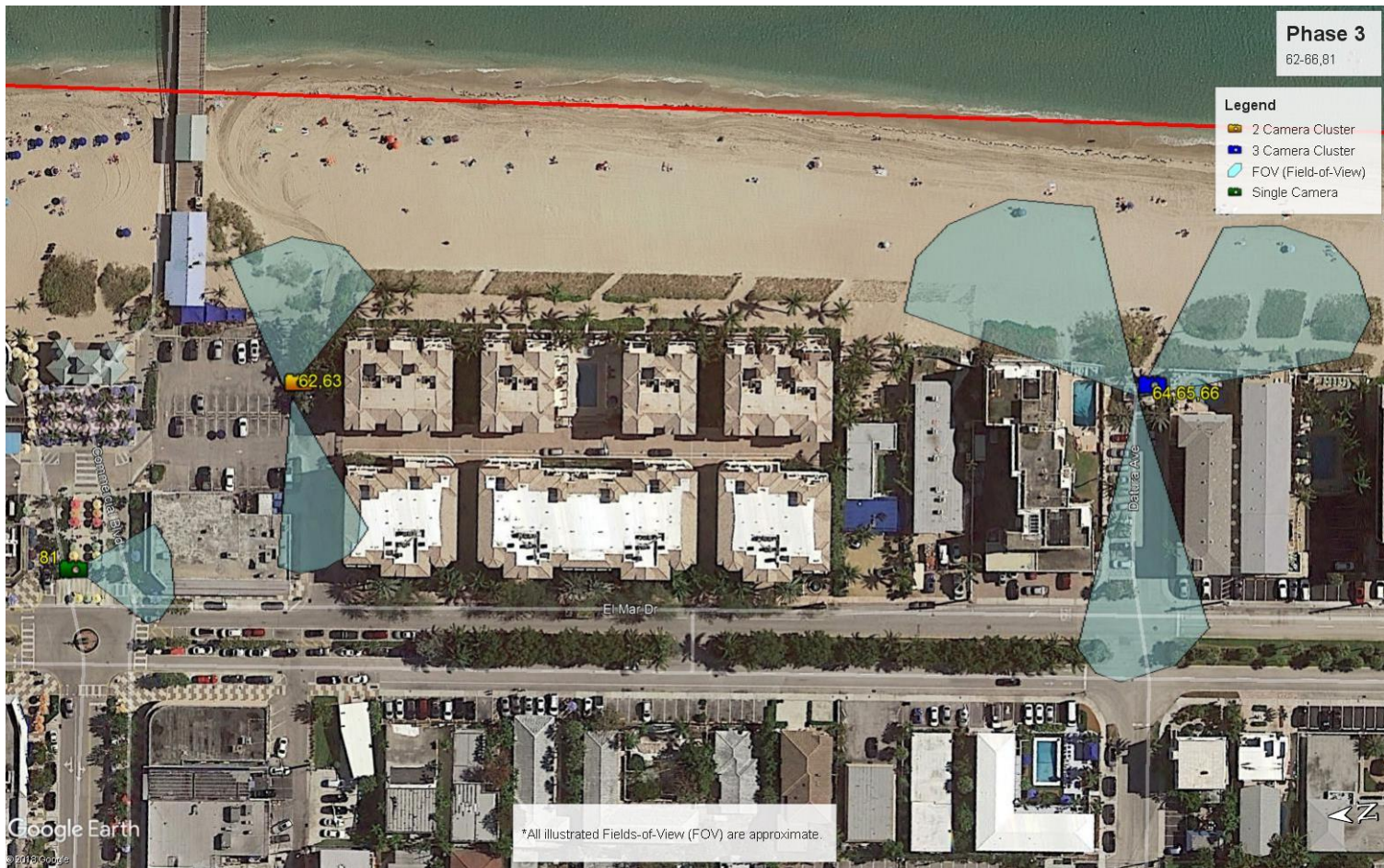
VPS: _____ Date: _____

PHASE III CAMERA LAYOUT













Town Commission Agenda Item Report

Meeting Date: December 10, 2019

Submitted by: Ken Rubach

Submitting Department: Municipal Services

Item Type: Consent

Agenda Section: CONSENT AGENDA

Subject Title:

2020 Nissan Versa Lease - Parking Services (Ken Rubach, Municipal Services Director)

Explanation: As part of the FY 20 Budgeting process, staff evaluated current vehicle and equipment needs. As part of the implementation of a pay by plate system a vehicle is required to mount the License Plate Reader's (LPR's) to. Due to the system needing to be constantly deployed in all types of conditions a small sedan affords the flexibility needed for successful implementation and enforcement efforts.

As part of the full maintenance plan from Enterprise, all costs for maintenance of the vehicle (with the exception of brakes and tires) will be covered. The total cost of the 60-month lease including full maintenance is: \$16,023.00. This vehicle has been budgeted in FY 20.



Nissan Versa Example

REVOX IMAGES

Recommendation:

Authorize the Town Manager to execute a lease agreement with Enterprise Fleet Management for a 2020 Nissan Versa as per the terms set forth in the lease quote and master lease agreement.

Attachments:

1. Lease Quote
2. Master Lease Agreement

Prepared For: Town of Lauderdale- By-The-Sea, Florida
Rubach, Ken

Date 11/05/2019
AE/AM BH9/KKM

Unit #

Year 2020 **Make** Nissan **Model** Versa

Series 1.6 S (CVT) 4dr Sedan

Vehicle Order Type In-Stock **Term** 60 **State** FL **Customer#** 593584

\$ 15,738.50	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>FL</u>
\$ 0.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 0.00	Other:Courtesy Delivery Fee
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive(Taxable Incentive Total : \$0.00)

\$ 15,738.50 Total Capitalized Amount (Delivered Price)

\$ 212.47 Depreciation Reserve @ 1.3500%

\$ 54.58 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²

\$ 267.05 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment (Estimate Only)

Liability Limit \$0.00

\$ 0.00 Physical Damage Management (Estimate Only)

\$ 23.35 Full Maintenance Program³ Contract Miles 20,000

Incl: # Brake Sets (1 set = 1 Axle) 0

\$ 23.35 Additional Services SubTotal

\$ 0.00 Sales Tax 7.0000%

State FL

\$ 290.40 Total Monthly Rental Including Additional Services

\$ 2,990.30 Reduced Book Value at 60 Months

\$ 300.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Fresh Powder

Interior Color (0 I) Charcoal w/Cloth Seat Trim

Lic. Plate Type Government

GVWR 0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.0350 Per Mile

Tires 0

Loaner Vehicle Not Included

Quote based on estimated annual mileage of 3,700

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Town of Lauderdale- By-The-Sea, Florida

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Strobes	C	\$ 550.00
Remove and install lights	C	\$ 500.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 1,050.00
Aftermarket Equipment Total		\$ 1,050.00

VEHICLE INFORMATION:

2020 Nissan Versa 1.6 S (CVT) 4dr Sedan - US
Series ID: 10110

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 15,989.00	\$ 16,400.00
Total Options	\$ 578.00	\$ 690.00
Destination Charge	\$ 895.00	\$ 895.00
Total Price	\$ 17,462.00	\$ 17,985.00

SELECTED COLOR:

Exterior: QM1 - (0 P) Fresh Powder
Interior: G - (0 I) Charcoal w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
6040	60/40 Split Rear Seat	Included	Included
B93	Splash Guards	\$ 201.00	\$ 235.00
C03	50 State Emissions	NC	NC
CVT	Transmission: Continuously Variable (CVT)	STD	STD
G_03	(0 I) Charcoal w/Cloth Seat Trim	NC	NC
L92	Carpeted Floor Mats	\$ 123.00	\$ 155.00
N92	Center Armrest w/Storage	\$ 254.00	\$ 300.00
PAINT	Monotone Paint Application	STD	STD
QM1_01	(0 P) Fresh Powder	NC	NC
STDEN	Engine: 1.6L DOHC 16-Valve 4-Cylinder	STD	STD
STDRD	Radio: AM/FM Audio System	STD	STD
STDST	Front Bucket Seats	STD	STD
STDTM	Cloth Seat Trim	STD	STD
STDTR	Tires: 195/65R15 AS	STD	STD
STDWL	Wheels: 15" Steel w/Full Wheel Covers	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
Rear Cargo Door Type: trunk
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers
Front Mud Flaps: front and rear mud flaps
Body Material: fully galvanized steel body material
Grille: chrome grille

Convenience Features:

Air Conditioning manual air conditioning
Cruise Control: cruise control with steering wheel controls
Trunk/Hatch/Door Remote Release: mechanical cargo access remote release
Fuel Remote Release: mechanical fuel remote release
Power Windows: power windows with driver 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: auxiliary driver and passenger-side visor mirrors
Front Cupholder: front and rear cupholders
Floor Console: full floor console with box
Glove Box: illuminated glove box
Driver Door Bin: driver and passenger door bins
Seatback Storage Pockets: 1 seatback storage pockets
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio AM/FM stereo with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 8 speakers
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off aero-composite halogen headlamps
Auto-Dimming Headlights: High Beam Assist (HBA) auto high-beam headlights
Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog display
Tachometer: tachometer
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: pedestrian detection

Forward Collision Alert: forward collision
Clock: in-radio display clock
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: front disc/rear drum brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Rear Side Airbag: rear side-impact-impact airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Electronic Stability: Vehicle Dynamic Control (VDC) electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 bench seat
Rear Folding Position: rear seat fold-forward seatback
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Shift Knob Trim: urethane shift knob
Floor Mats: carpet front and rear floor mats
Interior Accents: metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: carpet trunk lid/rear cargo door
Cargo Light: cargo light

Standard Engine:

Engine 122-hp, 1.6-liter I-4 (regular gas)

Standard Transmission:

Transmission 2-speed CVT w/ OD

enterprise
FLEET MANAGEMENT

XXXXXX

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this 30th day of July, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and Town of Lauderdale By The Sea ("Lessee").

WITNESSETH

1. **LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the 30th day of July, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
2. **COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
3. **TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
4. **VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
5. **ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.
6. **PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM BM Customer WmV

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: <u>Town of, Lauderdale By The Sea</u>	EFM: <u>Enterprise Fleet Management, Inc.</u>
Signature: <u>William Vance</u>	Signature: <u>Brett Frazee</u>
By: <u>William Vance</u>	By: <u>Brett Frazee</u>
Title: <u>Town Manager</u>	Title: <u>Vice President</u>
Address: <u>4501 Ocean Drive</u> <u>Lauderdale By The Sea, FL</u> <u>33308</u>	Address: <u>5105 Johnson Road</u> <u>Coconut Creek FL 33073</u>
Attention: <u>Ken Rubach</u>	Attention: _____
Fax #: <u>954-640-4236</u>	Fax #: _____
Date Signed: <u>7-30-19.</u>	Date Signed: <u>July 30, 2019</u>

Initials: EFM B Customer WV

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the 30th day of July, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and Town of Lauderdale By The Sea (the "Company").

WITNESSETH:

1. ENTERPRISE CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. RENTAL VEHICLES: The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

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8. FEES: EFM will charge the Company for the service under this Agreement \$⁶ per month per Card, plus a one time set-up fee of \$⁰.

9. MISCELLANEOUS: This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company:	<u>Town of Lauderdale By The Sea</u>	EFM:	Enterprise Fleet Management, Inc.
Signature:	<u>William Vance</u>	Signature:	<u>Brett Frazee</u>
By:	<u>William Vance</u>	By:	<u>Brett Frazee</u>
Title:	<u>Town Manager</u>	Title:	<u>Vice President</u>
Address:	<u>4501 Ocean Drive</u> <u>Lauderdale By The Sea, FL</u> <u>33308</u>	Address:	<u>5105 Johnson Road</u> <u>Coconut Creek FL 33073</u>
Date Signed:	<u>7-30-19</u>	Date Signed:	<u>July 30, 2019</u>

Initials: EFM B Customer Wmv

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this 30th day of July, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

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(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

Initials: EFM

Customer 

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: Town of Lauderdale By The Sea
Signature: William Vance

By: William Vance
Title: Town Manager
Address: 4501 Ocean Drive
Lauderdale By The Sea, FL
33308

Date Signed: 7-30-19

Initials: EFM B Customer Nmv

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: Brett Frazee

By: Brett Frazee
Title: Vice President

Title: 5105 Johnson Road
Address: Coconut Creek FL 33073

Date Signed: July 30, 2019



AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this 30th day of July, 2019 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the 30th day of July, 2019 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Town of Lauderdale By The Sea ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

INDEMNITY: To the extent permitted by Florida law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee as set forth in Section 768.28 of the Florida Statutes and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Florida law and shall be subject to the monetary limits set forth at Section 768.28, Florida Statutes.

Section 14(a), first paragraph of the Master Equity Lease Agreement is amended to read as follows:

(a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for fifteen (15) days;

Section 14, first sentence, second paragraph of the Master Equity Lease Agreement is amended to read as follows:

Upon the occurrence of any Event of Default, Lessor, with written notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Florida (determined without reference to conflict of law principles) and any such action pursuant to this Agreement shall be brought in the Seventeenth Judicial Circuit in Broward County, Florida.

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the Florida State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the State of Florida to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the State of Florida fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

FLEET MANAGEMENT

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.


Town of Lauderdale By The Sea (Lessee)

By William Vance

Title: Town Manager

Date Signed: 7-30-19, _____


Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

Brett Frazee
By _____

Vice President
Title: _____

Date Signed: July 30, 2019, _____



Town Commission Agenda Item Report

Meeting Date: December 10, 2019

Submitted by: Debbie Hime

Submitting Department: Administration

Item Type: Consent

Agenda Section: CONSENT AGENDA

Subject Title:

Special Event Application for the Sunday, January 26, 2020 A1A Marathon and Sunday, February 14, 2021 A1A Marathon (Debbie Hime, Special Projects Coordinator)

Explanation: The annual A1A Marathon is proposed to be held on Sunday, January 26, 2020 and for reasons mentioned below, we are also recommending the Commission approve their 2021 event.

The event starts in downtown Fort Lauderdale at the Museum of Discovery and Science with the turnaround point in Pompano Beach north of Atlantic Boulevard, and then goes south to end at the South Beach Park in Fort Lauderdale. The Special Event application is attached (**Exhibit 1**) was posted on Friday, and as well as a map of the full route and LBTS routes are attached.

The runners will be in Town between about 7:00 a.m. to 11:00 a.m.:

Start of set-up (coning the street)	4:00 a.m.
Start time of the Event in FTL	6:00 a.m.
First Lead Bicyclist for Wheelchair	6:20 a.m.
First Runner through LBTS	6:45 a.m.
End time of the Event in FTL	12:00 p.m.
Start of clean up	10:00 a.m.
Clean up in LBTS completed by	12:00 p.m.
Medical Water Stop Box Out	1:30 p.m.

The race route in LBTS includes the outside northbound lane of A1A to Palm Ave, then along the northbound median lane of El Mar Drive to Pine Ave and back onto the northbound lane of A1A to the end of Town limits. The returning runners heading south will follow that same course, using the southbound El Mar median lane.

The event organizers are requesting to set-up a medical stop and water-stop for event participants in half of the Washingtonia median cut from 6:00 a.m. to 11:00 a.m.

They are also requesting that the El Mar restrooms be opened by at least 6:00 a.m.

Palm Ave. will have the westbound lane open to A1A, and both east and westbound lanes of Pine Ave. will be blocked during the race. The north alleyway will be blocked from 6:30 a.m. until 11:00 a.m. The Pier parking lot may have limited access from 6:30 a.m. until around 11:00 a.m. Northbound lanes of El Mar are expected to be open before 11:00 a.m., and southbound El Mar lanes by 11:30 a.m.

The Applicant will meet with BSO to review initial MOT, which will include detail at each of the median cut intersections, at Palm and Pine Avenues, as well as at the Commercial/El Mar intersection to assist with traffic compliance and guests leaving hotel parking lots. LBTS BSO will be meeting with all related MOT/Police detail in Pompano and Fort Lauderdale in the upcoming weeks to confirm the entire MOT/staging.

Note that the event is normally held on the same weekend in February every year, however the 2020 event will be in January due to scheduling conflicts with the 2020 Superbowl in Miami and the Miami Marathon.

Since this event occurs annually around the same time of the year and the Applicant begins advertising the next year at the current event, the Applicant asks the Commission to waive the \$250.00 fee for advertising prior to Commission approval of the event and we support that request. To resolve this problem, the Applicant has requested **(Exhibit 2)** and we recommend that the Commission approve both the 2020 and the 2021 events.

If the logistics for the 2021 race materially change, we will schedule the special event application for Commission action.

We also note that the Farmer's Market will be setting up and/or operating at the same time as runners within the LBTS route and will coordinate accordingly.

Recommendation: We recommend approval of the 2020 and 2021 events with the following conditions:

1. The Applicant shall meet with Town staff and BSO the in early January to confirm race route, BSO detail requirements, MOT and other details.
2. Lane Closings and Parking:
 - a. Race lanes will be established on A1A, Palm and Pine Avenue (to/from A1A and El Mar Drive) and the north and southbound median lanes of El Mar Drive, with closures at about 6:00 a.m. and reopening by noon.
 - b. Town median parking meters on north and south bound El Mar at Commercial Blvd. will be blocked between the hours of 4:00 a.m. and about 11:00 a.m. (#122-#129, #136 - #145, #155 – #146, #121 - #114 plus NEV spaces will be pre-paid at least one week prior to the event by the applicant at the hourly rate of \$2.25 per hour. (estimated at 40 spaces x 6 hours x \$2.25 per hour = \$540)
 - c. The racecourse will be delineated with proper cones during the event by the Applicant's traffic control contractor and removed no later than 12:00 p.m. on Sunday.
3. No electric or gas will be used for the event.
4. The Applicant shall provide written notice ("Impact Notice") to all properties affected by this event by December 26, 2019 and one month prior to the event in 2019. The notice and the distribution area will be approved by the Town prior to distribution.
5. The event will be operated so as not to violate the Town's Code, including and especially Section 13-6, Noise Limitation.
6. The event site will be organized in a safe manner to protect attendees. All electric cords and similar material will be covered so as to not pose a hazard to the public or event staff or will be battery operated.
7. A clean up deposit may be imposed, based on the final Site Plan, and due two weeks prior to the event. Clean up fee starting at \$150 will be charged if area is not cleaned to Town standards.
8. Final Site Plan must be presented for approval at least 48 hours in advance of the event.
9. The Applicant shall meet the following minimum insurance requirements per Ordinance 2015-06, which may be modified by action of the Town Commission for a specific event:
 - a. Prior to issuance of the requested permit, proof of commercial general liability insurance, whether through a single policy, or a combination of policies, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage. No required policy will have a deductible or self-insurance retention greater than \$15,000. All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better

per Best's Key Rating Guide, latest edition. The certification of insurance will provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any event, the Applicants shall be held responsible for providing the Town notice of any change in insurance coverage. The Town will be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement will be issued as part of any required policies. The Applicants shall provide an original certificate of insurance as evidence of continued coverage prior to any annual renewal of the permit. Failure to comply with these requirements will justify a denial, suspension or revocation of the requested approval by the Town Manager or designee.

10. In the event that control of any applicable event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Applicant (the "sub-applicant"), the sub-applicant shall provide insurance and indemnification meeting the requirements of this Section under which the Applicant is applying, as if they were the Applicant and will be held responsible for compliance with the Town Code as if the sub-applicant were the Applicant.
11. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this event will expire unless the Town Manager finds there are extenuating circumstances that the event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the event, without increasing the administration costs of the Town.
12. Applicant shall owe no monies to the Town at the time of the event. There will be no past due fines, moneys, fees, taxes or other charges owed to the Town by the current or past property owners or operators requesting the special event permit. A special event permit will not be issued until all past due debts to the Town are paid in full at least one week prior to the event.
13. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
14. Upon showing by the Applicant of a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special events.
15. Permission for this event may be suspended or modified by the Commission, Town Manager or his designated Staff due to failure of the Applicants to comply with the terms and conditions of the Town's event permit, due to conflicting activities, for health or safety issues, or for the best interests of the Town.
16. The Town Manager or onsite Town representative may terminate an event due to the Applicant not complying with the terms and conditions of the Town's event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the event site.

Attachments:

1. Ex1 A1A Marathon Special Event Application 2020 and 2021
2. Ex2 Letter from Applicant

Exhibit 1

11/7/19 DA
Rcd

SPECIAL EVENT APPLICATION INFORMATION



For your event to be considered by the Town Commission, a **fully completed** application must be submitted **at least** 60 days prior to the date of the event.

This application is available in Word format at www.lbts-fl.gov/town/docs.htm. If possible please use the Word document and your computer to complete the application.

An application is not considered complete unless it includes:

1. A full description of the proposed event,
2. A detailed site plan (*very important!*),
3. All required documents, and
4. The application fee.

A meeting with Special Events Permitting is required before submitting a Special Event Application. Questions? Call our Special Projects Coordinator at 954-640-4200 or email debbieh@lbts-fl.gov.

Payment of Special Event Permit fee is required at the time of Application submission via hand delivery or by mail to:

Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

A Special Event shall be approved by the Town Commission before an event is advertised to the public. A special event is defined as a concert, festival, race, walk, carnival, show, exhibition, parade, or any other similar outdoor event whether operated totally outdoors, on stage, under tents, or with the use of any temporary building or structure, ***to which members of the public are invited as participants or spectators.***

Please review the Town's special event requirements by clicking on: https://www.Special_Event_Requirements
Or download a copy of the Special Event Requirements from our website and review them before submitting your application.

Important to remember:

1. Your event is approved by the Town Commission with "Conditions" that must be met or your event is cancelled. READ and understand the Conditions. *Talk with us if you have questions.*
2. You are responsible for securing and paying for all fees, licenses, and permits required by any governmental agency having jurisdiction, providing the Town evidence of all required insurances, and providing evidence of organization and/or charity.
3. You have to file all of the required documents shall be provided not later than 30 days prior to the event date or the event authorization terminates (unless prior arrangements have been approved by Town).
 - a. Insurance
 - b. Vendor lists and licenses

c. File site plan

4. Parking is limited in Lauderdale-By-The-Sea, and will be a consideration when approving your event.
5. You may have to obtain permits from the Building & Fire Departments to meet Florida Building Code and Fire Code standards.
6. You are responsible for securing and paying for all fees, licenses, and permits required by any governmental agency having jurisdiction.

I (Applicant) have read and fully understand the above:

Diogo Sousa
Signature of Applicant

Print Name: Diogo Sousa



SPECIAL EVENT APPLICATION

Submit this completed application at least 60 days prior to the proposed date of your event.

DETAILED SITE PLAN REQUIRED (see details at end of application)

Site Plans often do not include details that are necessary to approve an application or to issue a permit and delays are caused by rejections of initial applications.

Once you have completed the written portion of the application, provide a Site Plan on the last page or attach separately to this application.

Name of Event:

Event Purpose, Description and Activities:

New Event ☐ or Returning Event ☒ Previous Attendance 1500

Day(s) and Date(s) of Event: Sunday, January 26th, 2020 - 6am to 12pm

Proposed location of the Event (location, streets, landmarks):

How many people do you anticipate on site at any peak time?

Participants: 1500 #Spectators 150 #Adult volunteers: 50+

entire Race

Please complete the following table:

Activity	Day	Time
Start of set-up:	Sunday 1/26/20	4AM
Start time of the Event:	Sunday 1/26/20	6AM
EVENT		
End time of the Event:	Sunday 1/26/20	12PM
Start of Clean up:	Sunday 1/26/20	10AM
Clean-up completed by: (Site restored to original condition)	Sunday 1/26/20	2PM

*whole
First bike thru @ 6:15
Runners @ 6:30*

Name and address of host or sponsoring organization:

Is applicant a Non-Profit Organization?

YES ☒ NO

Please attach Organization's proof of 501c3 IRS exemption, background, history, accomplishments, and other events:

Person submitting Application ("Responsible Party"):

Name Diogo Sousa

Mailing address: 18 NW 18th St, Delray Beach, FL 33444

Phone: 954-446-3955

Mobile phone:

Email: diogo@exclusivesports.com

Fax:

Representative(s) who will be at each day of the event:

Name(s):

Mailing address: SAME AS ABOVE

Phone:

Mobile phone:

Evening phone:

Fax:

Email:

Add information as necessary

Will you have an event contractor or planner?

YES ☒ NO

If yes, please provide the contact information of your event contractor (event planner)

Name:

Company Name:

Business Address:

Company Email:

Phone Office:

Phone Mobile:

List contractors that will be on site before, during or after the event (use separate page if needed) – final list required 30 days prior to event.

Request for Town Involvement:

Are you requesting the Town be involved with this event in any way?

YES ☒ NO

If yes, describe services requested, if any:

STATEMENT OF BENEFIT

If the applicant is seeking sponsorship/co-sponsorship from the Town of Lauderdale-By-The-Sea, a Statement of Benefit is required by Town Code (dh to add link) and shall be included here or attached to this application.

If the Town is a sponsor or co-sponsor of the event, the Applicant shall keep financial records of the event sufficient to document all revenues and expenditures. These records shall be available at reasonable time within Broward County for inspection by the Town.

(Insert here or denote if attached)

FEES

Are there fees or donations collected on site from the participants or spectators?

☒ YES ☐ NO

If yes, provide details: Participation fee only

SOUND SYSTEMS

The event sound systems shall be operated so as not to violate the Town's Code, including and especially Section 13-6, Noise Limitation. Violations of the Town's noise ordinance are grounds for the immediate termination of the source of the noise and may be grounds to terminate the event.

Do you plan to use amplified sound? Provide details, time and location, and if you require electrical connections for:

_____ Proposed amplified sound/speaker system:

_____ Proposed live music: List genre, type, ambiance:

_____ Planned recorded music

_____ Do you require electrical connections for any of the above? Please give details:

CLEAN EVENT STANDARDS

Keeping the event area clean during the event and immediately following the event, including trash removal, walkways, and streets, is the responsibility of the applicant. See Clean Up Deposit under Conditions

Please note that, except for very small events, all events shall provide a recycling plan and follow recycling requirements. See Recycling Requirements under Conditions. For more info email recycle@lbts-fl.gov.

Name the contractor or organization (including contact information) who is responsible for your Event's recycling:

Name: Diogo Sousa

Email: Diogo@exclusivesports.com

Address: 18 NW 18th St, Delray Beach, FL 33444

Daytime phone:

Mobile phone: 954-446-3955

TENTS, CANOPIES, STAGES, BLEACHERS

Tents are generally defined as temporary structures having two or more sidewalls or drops.

A canopy is a tent without sides.

All Tents, canopies larger than 120 sq. ft., multiple canopies without separation, and stages require a building permit. The use of tents or large canopies require approval of the LBTS Fire Marshal and are required to have building permits obtained via LBTS Building Dept prior to Event. Manufacture labels are required to be attached to the tents and canopies.

Rental agencies shall provide documentation of the flame spread labeling of 25 or less submitted with application. All canopies larger than 120 sq. ft. shall submit copies the manufacture's labels attached to the tents or canopies with application.

Stages and bleachers shall include product approvals that are supplied by the manufacturer.

Indicate if any of the following will be assembled at the event and include locations on Site Plan. List sizes and numbers of each:

Tents: _____

Canopies: ✓ 10x10 pop up for medical team at water stop

Stages: _____

Bleachers: list size and max load:

UTILITIES

All utilities requirements shall be approved by the Director of Development Services and the Fire Marshall prior to Application submission to Town Commission.

Depending on location of event, electrical and/or water may be available from the Town for a fee.

Electrical Requirements: Electrical work requires an Electrical Building Permit.
Generators over 5KW require an Electrical Building Permit.
A Florida Licensed Electrical Contractor is required to obtain permits.

All electrical requests shall meet the requirements of the Florida Building Code with final approval from the Town's Building Official at least 30 days prior to the event. Contractor is required to schedule and successfully complete inspection of work prior to event opening. Florida Building Code 101.4.1, 105.4.5.

Will any electrical equipment be installed in conjunction with the Special Event? (i.e. lighting in tents, outlets for cooking, stages, etc.) Yes NO

If the Event requires the following on public property, list what equipment is to be installed and locations (include voltage, amperage, and phases of wiring) as well as company name providing the equipment. Describe below, include location and use, and also include locations on Site Plan:

Electrical power:

✓ Water:

Gas, propane, BBQ grills, generators:

 Fuel Storage:

SIGNAGE

All signage shall be included in the application if you wish to exceed the Town Code requirements. Signage shall be reviewed by Development Services (LindaC@lbtz-fl.gov) before Application is submitted to Town Commission). No signage shall be installed without permit.

Information on signage shall include location, colors, size and number of signs. Indicate signage to be placed in any right of way that directs traffic to the event and their approximate size.

Are you requesting permission to erect signage for this event?

YES ☒ NO

For each sign please provide:

Description, number of signs, proposed dates, location, size of signs in square feet and letter size:

Include sign locations on detailed Site Plan or attach a separate sheet.

RESTROOMS (show on Site Plan)

The number of portable toilets required depends on the number of attendees, length and type of event, as determined by the Building Official.

Local businesses that have more than the required number of restroom facilities that allow their facilities to be used may count towards the extra restroom facilities required.

If event is downtown, permit holder is required to obtain written approval from restaurants to allow participants to use their restroom facilities.

Number of restroom facilities required by Town: TBD

Number of additional restroom facilities, and type, that will be on event site: _____
(Show on Site Plan)

STREET CLOSURES

Street closures may be required at the Event's expense

Are you requesting that any public streets be closed for the event? ☒ YES ☐ NO
I don't know, please advise _____

If yes, indicate the streets and blocks and times the closure is requested:

NB Lanes of A1A
to Palm, El Mar, Pine
and back onto A1A
(using SB and NB
Lanes

TRAFFIC CONTROL/BARRICADES

A traffic control contractor may be required for events which require barricades or traffic control signage.

Please list your traffic control contractor, if applicable:

VEHICLES

Vehicles are not allowed to drive or park on Town property or park grounds due to damage to underground irrigation systems and to the sod. Applicant shall be responsible for restoration of any damage to Town property.

Are you requesting to drive or park on town property or park grounds: YES ☒ NO

If you are requesting that vehicles be permitted to drive or park on Town property, please indicate the type(s) of vehicles, the locations, and times they would be parked. Must be approved by Town's Parking Department prior to Event.

LOADING/UNLOADING: If you are requesting that vehicles be permitted to load/unload in non-metered areas, please indicate the location and times loading and unloading would occur:

TRAFFIC CONTROL PLAN

Parking exemptions shall be approved by Assistant Town Manager prior to Application submission to Town Commission). Town may block spaces for safety and other reasons at the expense of the Event.

Include detailed Site Plan indicating how on and off street parking will be accommodated.

Are you requesting the reservation of any Town parking meter spaces for the event?

☒ YES ☐ NO

If yes, provide the meter numbers on the Site Plan and purpose for which they will be used.

All parking meter fees are paid 30 days prior to the event (one permit says 2 weeks prior)

Are you requesting the use or blocking of any parking spaces for the event?

☒ YES ☐ NO

If yes, please include on Site Plan.

OFF DUTY POLICE/CODE COMPLIANCE OFFICERS

Off duty police officers are required, at the applicant's expense, for street closures, events with alcohol, or large crowds, as determined by the Sheriff's Department. Large events may require a code compliance officer to ensure compliance with Town codes.

Do you anticipate needing off duty police officers for your event?

☒ YES ☐ NO

Do you anticipate needing code compliance officers for your event?

☒ YES ☐ NO

CONCESSIONS:

A no-compete clause pertaining to local restaurants will be required where applicable.

Are you planning to have any type of concessions?

YES ☒ NO

If YES, has the Florida Health Department approved the food vending Site Plans?

YES ☒ NO

If yes, is the food provided by a Non-Profit _____ or For Profit _____ organization?

Is the food free of charge _____ or for sale _____

Do all food vendors have a temporary food service permit?

YES ☒ NO

Please list the types of food that will be served:

Are you requesting any of the following types of cooking equipment be used on site:

Charcoal Grills _____	Sterno _____	Fryers _____	Open fires _____
Propane Grills _____	Refrigerators _____	Smokers _____	Hoods _____
Concession trailers _____	Warmers _____	LP Tanks _____	Other _____

Provide details of dispensing locations here and on Site Plan

ALCOHOL

State license is required to be submitted to the Town at least 30 days prior to the event

Are you planning on selling alcoholic beverages at the event?

YES ☐ NO ☐

If YES, has a liquor permit been obtained from the State of Florida?

YES ☐ NO ☐

Provide details of dispensing locations here and on Site Plan

Provide contact information for all license holders that will be serving alcohol:

VENDORS

A list of all vendors their company name is required for initial approval and final list is required 30 days prior to event and subject to approval (add here or on separate page, and vendor location on Site Plan):

Name	Company	Vendor Type
------	---------	-------------

ANIMALS

Any exhibition or similar undertaking in which animals are required to participate in performances for the amusement or entertainment of an audience is subject to Town Commission approval.

Are animals included in your event?

YES ☐ NO ☐

If yes, please give details:

FIREWORKS

(Fireworks require a separate permit approval process and application)

Are you requesting approval to discharge fireworks at the event?

YES ☐ NO ☐

SALE OF MERCHANDISE

Are you requesting approval to offer other items for sale at the event?

YES ☐ NO ☐

List items for sale:

RIDES

Rides or other amusement may require a State of Florida inspection

Copies of contracts with any provider of rides, mechanical devices and amusements shall be submitted to the Town at least 30-days prior to the event.

Are rides to be included in the event?

YES ☐ NO ☐

If yes, please provide the number and description of each type:

Mechanical/Electrical:

Inflatable (bounce house etc.):

Manual (slides, trampolines):

Other:

FIRE WATCH or EMS ONSITE

If required by the Fire Marshall, the applicant shall provide for a fire watch and/or an EMS Crew during the event. Large events or those using combustible materials may require qualified stand-by personnel and the appropriate equipment, the cost of which is the responsibility of the applicant.

First Aid facilities may be required by Town at Event's expense. Initial_____

INSURANCE

Insurance requirements differ depending on the type of event and if alcohol is served.

For events not serving alcohol and without fireworks, the Applicants shall provide a Certificate of Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty days written notice required for cancellation.

Certificate of Liability Insurance naming the Town as additional insured is required from all Event businesses, promoters, and other related event planners

An approved form of a Certificate of Liability Insurance may be required with your Application for approval by the Town Commission and/or shall be provided the Town at least 30 days prior to the event date.

Talk to Town Staff representative if your event proposes serving alcohol or having fireworks about insurance requirements, as both require additional insurance.

Do you and all parties involved have the required insurance coverage needed for this event?

☒ YES ☐ NO

EVENT CONDITIONS

Approval for this event shall expire without future action of the Town if all documents such as but not limited to insurance certificates, health and liquor licenses, BSO police detail contract(s), Fire Marshall or Development Services approvals, MOT Plan, Solid Waste Plan, final Site Plan, any monies due to Town, and other material requirements are not submitted at least 30 days prior to the event.

Copies of State and County licenses for all vendors and contractors shall be filed with the Town 30 days in advance of the event. (Final list of vendors and their locations shall be submitted to the Town no later than two weeks prior to the event unless otherwise approved in advance by Town)

If the event is approved by the Commission, they will establish the event conditions that the application shall abide by during the event. Standard Conditions shall include, but are not limited to the following:

- a Permission for this event may be suspended or modified by the Commission, Town Manager or his designated Staff.
- b The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Applicants shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving event approval.
- c The Police Chief shall approve the Applicant's Maintenance of Traffic Plan (MOT), if one is required.
- d The Applicants shall submit a solid waste and recycling plan for approval at least 30 days prior to the event to the Municipal Services Director. During the event as needed and at the end of the event, the Applicant shall empty the Town's waste receptacles and recycling bins within the event area and within 100 feet of the event area.
- e Development Services approval and permitted all signage
- f All related Fire Marshall and Building Official's related requirements have been approved
- g Provide proof of additional restroom facilities ordered at least 30 days prior to event
- h The event sound systems shall be operated so as not to violate the Town's Code, including and especially Section 13-6, Noise Limitation. All music shall end promptly at _____ pm.
- i Turtle Clause: If any of the set-up will take place on the beach sand please avoid any marked sea turtle nests with a minimum buffer of 10 feet.
- j Parking Requirements have been identified, fees paid and listed on site plan
- k The Applicant shall provide a written notice to all properties affected by this event by (date), (30 days in advance) for approval prior to distribution; and confirm in writing which properties have been notified.
- l Clean up Deposit may be imposed, based on the final Site Plan, and due two weeks prior to the event.
- m Clean up fee starting at \$150 will be charged if area is not cleaned to Town standards.
- n Final Site Plan must be presented for approval at least 48 hours in advance of the event.
- o Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
- p A Damage Deposit may be imposed, based on size of event and location.

- q Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
- r Applicant shall owe no monies to the Town at the time of the event. There shall be no outstanding fines, moneys, fees, taxes or other charges owed to the Town by the current or past property owners or operators requesting the special event permit. A special event permit will not be issued until all outstanding debts to the Town are paid in full.
- s The Town Manager may suspend permission for this event due to failure of the Applicants to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.
- t The onsite Town representative may terminate an event due to the Applicant not complying with the terms and conditions of the Town's event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the event site.

INDEMNIFICATION

Applicant shall indemnify, defend and hold harmless the Town, its officers, agents and employees, from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind arising directly or indirectly from this Special Event and resulting or accruing from any intentional act or any negligent act, omission or error of Applicant which in turn results in or relates to injuries to body, life, limb or property sustained in, about or upon the Special Event Area, and arising from the use of the Town property.

Applicant shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the Town as a result of any claim, suit or cause of action accruing or in any way arising out of this Special Event Application for injuries to body, life, limb or property as set forth above.

Applicant shall save the Town harmless from and against all judgments, orders, decrees, attorneys' fees, costs, expenses and liabilities incurred in and about any claim, and the investigation or defense of them, which maybe entered, incurred or assessed as result of the foregoing.

PERMISSION OF THE PROPERTY OWNER

Applicant's and Property Owner's Certification

An event held on property that is not owned by the applicant requires the permission of the property owner, which is granted by having the property owner sign this special event application.

By signing this event application, the petitioner agrees to all terms, conditions, and indemnification in this application, and understands that this application or the approval of this event application by the Town Commission does not grant any permission to violate any laws, ordinances or statutes.

Additions and/or revisions to this application must be submitted in writing.

Applicant	Property Owner
<i>I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.</i>	<i>I give the applicant permission to use my/our property for the proposed special event and I understand the Town's requirements to hold a special event and the information given by the applicant is complete to the best of my knowledge.</i>
Applicant's Signature (required): _____ Date _____	Property owner's Signature (required): _____ Date: _____
Applicant's (Print information below) Name: Title: Organization: Telephone: Mobile: Email:	Property Owner's (Print information below) Name: Title: Organization: Telephone: Mobile: Email:
STATE OF FLORIDA: COUNTY OF BROWARD:	STATE OF FLORIDA: COUNTY OF BROWARD:
SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by _____ who is personally known to me/provided _____ as identification and who did/did not take an oath.	SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by _____ who is personally known to me/provided _____ as identification and who did/did not take an oath.
My Commission Expires: _____ _____ Notary Public, State of Florida	My Commission Expires: _____ _____ Notary Public, State of Florida

SITE PLAN DETAILS

Site Plans often do not include the details that are necessary to approve an application or to issue a permit and delays are caused by rejections of initial applications.

The following details are intended to be a guide to assist you in developing a Site Plan. A current survey of the property is most helpful. If a survey is not available, a drawing depicting the area of the event should include these details, as necessary. More than a one page Site Plan may be included in your application if details of specific areas are important to your event.

*A detailed map of the event site identifying location of each of the following **MUST** be drawn here or attached to this application prior to submission. Dimensions are required to determine if available site will support all of the proposed activities.*

Cooking Areas need to be separated from public areas with fences or barricades

Canopy, tents or other covers: locations should include the size, type, & (shelter, vending, food, EMS)

Location:

- The site of the event, with streets, parks and other landmarks identified
- Routes for races, parades, etc.
- Traffic routing and road closures
- Ticket Kiosks
- Access control points
- Signage (*shall be approved by Development Services prior to Application submission to Town Commission*)
- Signs (location, size, color and wording)*

Public Services:

- Fire lanes (emergency access for fire equipment and EMS)
- Restroom facilities (incl. Portable & Private)
- Locate electrical equipment, permanent and temporary (temporary electrical installation (must be to code and approved by Town)
- Trash and Recycling receptacle locations
- Smoking and No Smoking areas
- Pedestrian walkways
- Garbage Cans
- Recycling Bins

Hazard/ Precautions:

- Hazards at the site (ditches, construction areas, obstructions to pedestrian traffic, bodies of water)
- Fencing, barriers, barricades, walls, gates, etc.
- Gasoline, propane, grills, fire, charcoal, generators, any other flammable fuel
- Fuel Storage and dispensing areas
- Fire Extinguishers Minimum size 4A/10BC one every 75 ft of travel. If cooking, Class K or 1 40BC rated Fire Extinguisher for every cooking station or canopy (at discretion of Fire Marshall)
- Generators (shall be approved by Fire Marshall in advance)

Event:

- Canopies, tents, stages (types shall be specified) locations for sales, food service, etc. *Large tents will require Fire Marshall approval of illuminated exit signs and fire extinguishers*
- Vendor locations (booths or tables and approximate size, (Vendor's company names phone numbers and email addresses required on separate page at least 48 hours in advance of the Event)
- Restrooms – Portable and Private
- First Aid facilities
- Trailers, storage, sleeping facilities, service boxes, displays, etc.
- Alcohol serving/consuming areas
- Rides and Amusements, Rides, demonstrations, performance areas and stages including Musicians and Artists

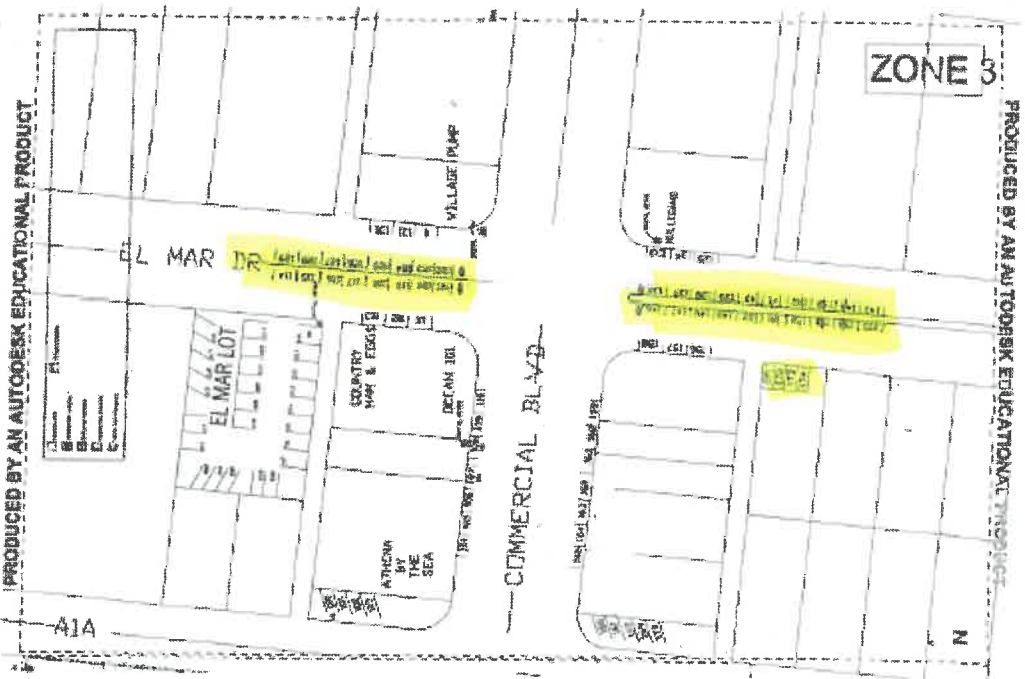
Parking:

- Parking areas, location, parking spaces, and parking space numbers that will be blocked; to load/unload before, during or after the event and the amount of time for each occurrence

Code or Security Enforcement (paid by Event)

- EMS stand-by or Fire watch areas (include first aid stations)
- Police: Off duty police officers (if known)

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Resumed Talking TDD
in a 11/11/2000

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

15-1

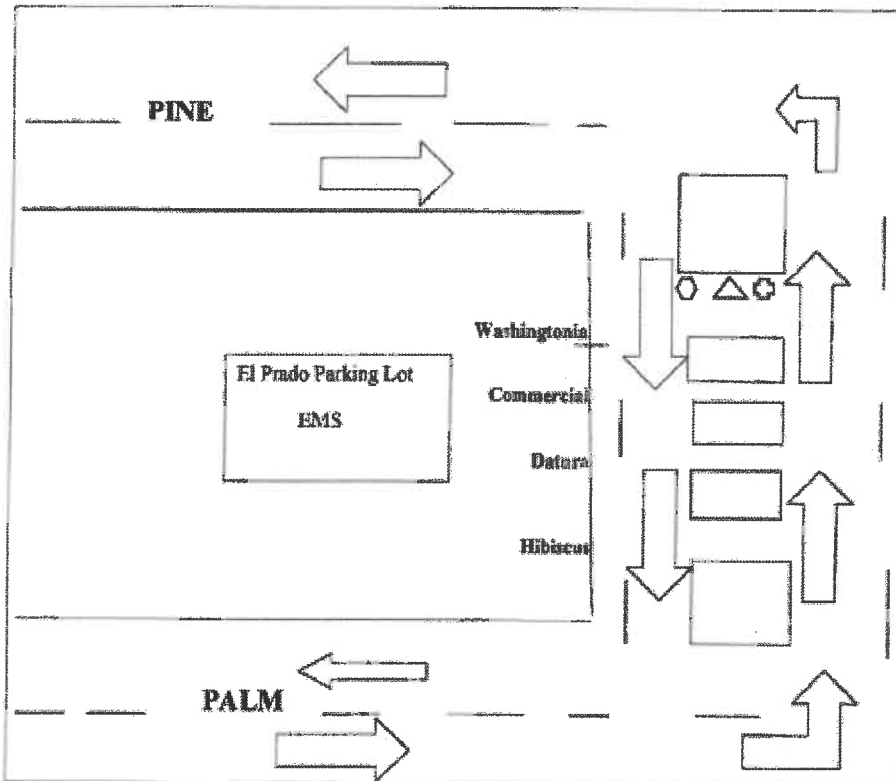
The Town of Lauderdale-By-The-Sea
Special Event Application

DETAILED SITE PLAN

A detailed map of the event site **MUST** be drawn here or attached to this application.

The following must be identified and labeled:

- | | |
|--|---|
| 1. The site of the event (label streets, etc.) | 6. Canopies, tents, stages |
| 2. Routes for races, parades, etc. →→→ | 7. Alcohol serving/consuming areas |
| 3. Fencing (if known) X—X—X | 8. Barricades (if known) |
| 4. First aid facilities + | 9. Off duty police officers (if known) |
| 5. Restroom facilities (used, portable) | 10. Rides and Amusements |
| 6. Parking (location and number of spaces) | 12. Signs (location, size, color and wording) |

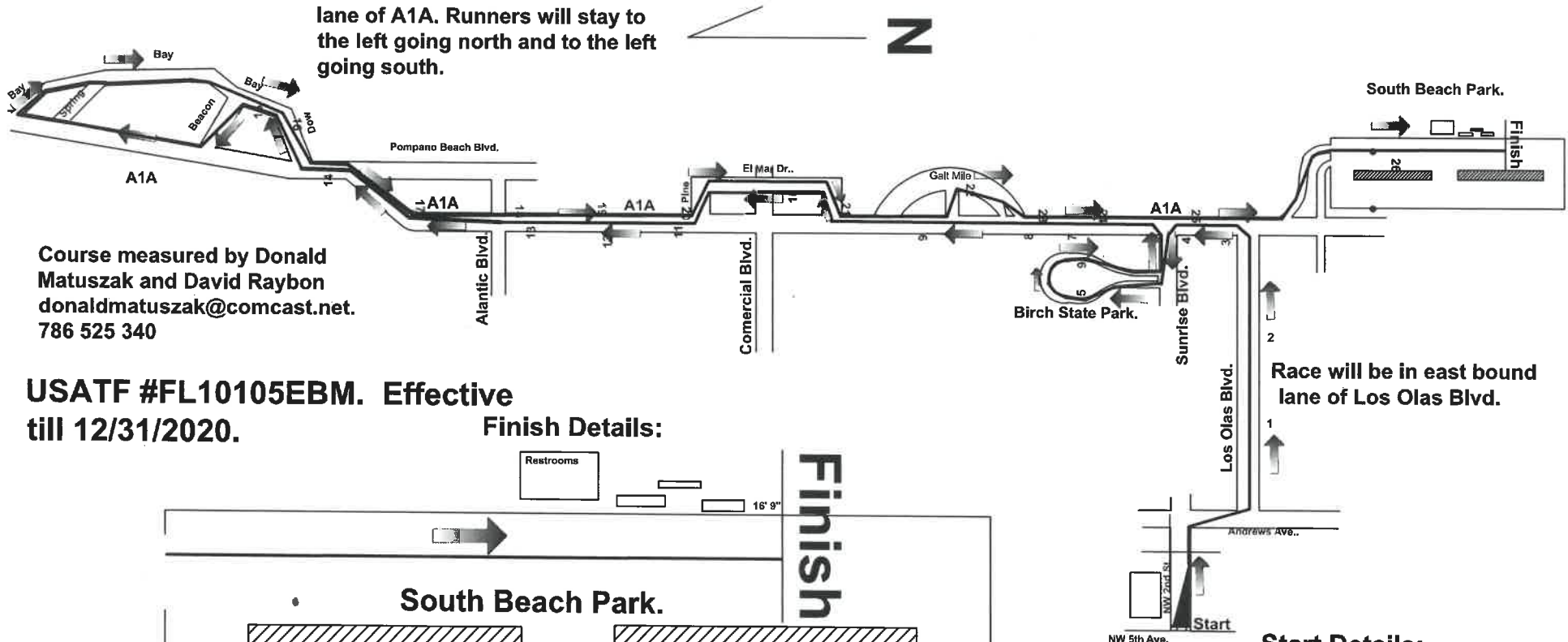


Medical + 10x10 △ Water Stop ○

A1A Marathon, Ft. Lauderdale, FL.

15-3

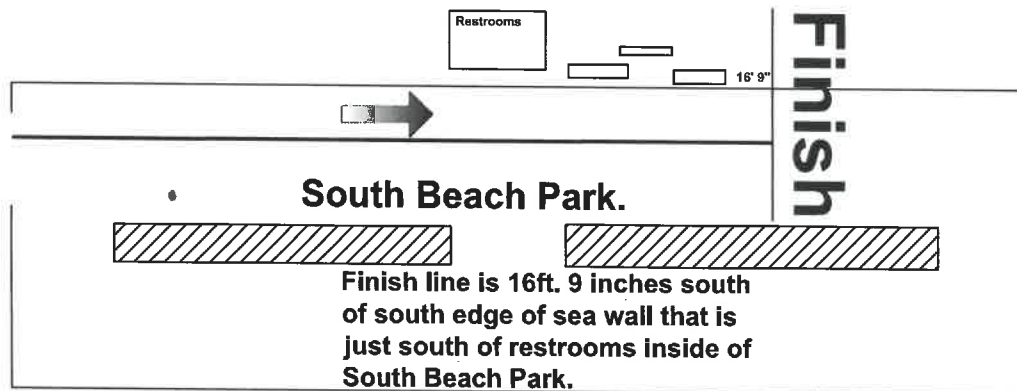
Race will be in the north bound lane of A1A. Runners will stay to the left going north and to the left going south.



Course measured by Donald Matuszak and David Raybon
donaldmatuszak@comcast.net.
786 525 340

USATF #FL10105EBM. Effective
till 12/31/2020.

Finish Details:



Race will be in east bound lane of Los Olas Blvd.

Start Details:

Start is even with west edge of brick crosswalk at corner of NW 5th. Ave. and NW 2nd. St. at Ft. Lauderdale Discovery Museum.

Applicant's Certification

By signing this event application, the petitioner agrees to all terms, conditions, and indemnification in this application, and understands that this application or the approval of this event application by the Town Commission does not grant any permission to violate any laws, ordinances or statutes.

Additions and/or revisions to this application shall be submitted in writing.

I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.

Diogo Sousa
Applicant's Signature (required)

11/7/19
Date

Diogo Sousa
Applicant's Printed Name and Title/Organization

954-446-3955
Telephone Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida,
by Diogo Sousa who is personally known to me/provided
FL DPL as identification and who did/did not take an oath.

Karen Gates
Notary Public, State of Florida
My Commission Expires: 12/22/21





Providing the Best in Recreation & Sports Entertainment

Debbie,

As per our conversation, the check for the parking fees will be dropped off sometime next week. The 15th annual Fort Lauderdale A1A marathon is set to take place on January 26th, 2020, running the same course through El Mar as past years. Our application was submitted for this date and we'd like to add our 2021 date, February 14th, to this year's approval. Please let me know if this is possible.

As per our conversation, the check for the parking fees will be dropped off sometime next week. Please let me know if you need any additional information.



Town Commission Agenda Item Report

Meeting Date: December 10, 2019

Submitted by: Susan Trevarthen

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: OLD BUSINESS

Subject Title:

Request for Further Stay of Town's Foreclosure Lawsuit Against FDG South so that Concord Wilshire Capital, LLC Can Continue to Pursue Redevelopment (Susan Trevarthen, Town Attorney)

Background:

1. The Town Attorney filed a foreclosure action against FDG South as directed by the Town Commission in December 2018 **(Exhibit 1)**.
2. The demolition of the Villa Caprice property is complete, and the ongoing code violations were brought into compliance and the fines stopped.
3. FDG has indicated if the 4116 Ocean property is not sold, they planned to demolish the building.
4. At the January 22, 2019 Commission meeting, the Town Commission agreed to FDG's request for a 30-day stay of the foreclosure action during which they would attempt to bring the FDG South properties under a purchase and sales contract, and agreed on February 25, 2019 to a further requested stay through July 1 once the property was under contract to Concord Wilshire Capital, LLC (the "Buyer"). Closing was scheduled to occur no later than 31 days after the expiration of the 2nd due diligence period, to occur no later than December 16, 2019 **(Exhibit 2)**.
5. The Buyer was required to submit a site plan application, and indicated it would also apply to abandon a portion of El Mar Drive. The Buyer timely submitted the site plan application on June 27, 2019, has met with town staff several times regarding the design, and has recently filed an amended site plan application on December 6, 2019.
6. The Contract makes the liens the responsibility of the Buyer. The Buyer timely submitted a lien mitigation application on June 27, 2019, and has recently filed an amended lien mitigation application on December 6, 2019.
7. The Town Commission agreed to grant additional time for the Buyer to phase development of the property on March 12, 2019 **(Exhibit 3)**, as follows:

Timeline

Table 1 – Important Dates

	Date	Event	Ending Date
1.	January 22, 2019	Commission approved 30-day Stay	March 1 st

	Date	Event	Ending Date
2.	March 1 st	If there is a viable contract, Town agrees to 120-day stay.	TM and TA reported this was met on February 26
	March 12 th	Commission decides whether to approve 2 nd 120-day due diligence period.	Approved - Agreed Order to extend the Stay issued by the Court on 3/20/2019
3.	March 19 th	Effective Date of Contract and start of 120-day due diligence. (Five days after March 12 th Commission meeting.)	July 16 th is end of 1 st 120 days
4.	By June 27 th	Buyer to submit site plan and lien mitigation application within 90 days. (Town condition).	Submitted on June 27, 2019, pursuant to time frames specified in the Agreed Order to extend the Stay issued by the Court on 3/20/2019
5.	By July 16 th	Town Attorney files for 2 nd Stay of up to 151 days if Town conditions are met. (2 nd 120 days plus 31 days to close).	Town Attorney found conditions were met.
6.	By July 16 th	Last day of 120-day due diligence period. Buyer decides to proceed or cancel	Buyer decided to proceed
7.	July 17 th	Start of 2 nd 120-day due diligence period	November 14 th is end of 2 nd 120 days
8.	November 14 th	End of 2 nd 120-day period	November 14 th
9.	By December 16 th	Closing no later than 31 days after the end of the 2 nd 120-day period (Nov 14 th)	Applying tonight to further extend the due diligence period and to allow for public workshops and review and consideration of required development applications.

The Town's agreement was conditioned on:

1. The Buyer and Seller agree not to amend the assignment provision of the Contract.
2. The Buyer submits the applications for site plan and for lien mitigation within 90 days of the effective date of the Contract (June 17).

These conditions were met.

Tonight, the Town Commission is being asked to approve a further stay of litigation through December 30, 2020. This will allow for the purchasers due diligence to be extended through November 30, 2020 in accordance with the schedule of remaining tasks to pursue approval of redevelopment of the property, including:

- a. Providing an amended submittal for Site Plan and Architectural review;
- b. Holding a Foreclosure Extension Commission Hearing;
- c. Holding a Community Outreach and Town Commission Workshop;
- d. Preparing Site Plan Submittal, Right of Way Vacation, and Variance Application;
- e. Providing the Site Plan Level 2 submittal;
- f. Architecture Review;
- g. Planning and Zoning Board's First Public Hearing on the Buyer's submittals;
- h. Planning and Zoning Board's Second Public Hearing on the Buyer's submittals;
- i. Obtain necessary permits, including FDEP permit(s) concerning the Coastal Construction Control Line;
- j. Town Commission Public Hearing to consider submittals; and
- k. Allowing for the expiration of the thirty-day appeal period following the Town Commission's decision.

It is important for the public and all interested parties to note that the Town is not a party to the Contract and its consent to stay its foreclosure lawsuit does not waive any of its rights or authority over the property and its development. All applications that may be submitted to the Town on the property will be reviewed and may be approved or denied under all applicable laws and procedures.

Recommendation: We recommend the Town Commission consider the request by FDG South to further extend the stay of the pending foreclosure action so that the Buyer can continue to pursue redevelopment of the property. If the Town Commission desires to grant the request, we recommend the Town Commission ask the representatives of the Buyer and the Seller to affirm on the record this evening that they agree with the recommended approach, and authorize the Town Attorney to agree to a third stay of the foreclosure action through December 30, 2020, consistent with the attached Draft Joint Motion To Extend Stay Of Action (Exhibit 4).¹

Attachments:

1. December 11, 2018 Town Commission Meeting Agenda Memorandum
2. January 22, 2019 Town Commission Meeting Agenda Memorandum
3. March 12, 2019 Town Commission Meeting Agenda Memorandum
4. Draft Joint Motion To Extend Stay of Action

¹ The attached Draft Joint Motion To Extend Stay of Action stipulates that “the parties recognize that an amendment to the Town’s Code of Ordinances may be necessary in order to allow for the Buyer’s proposed use of the property. In that event, a stay through March 31, 2021 would be necessary. When and if a Code amendment becomes necessary, the parties will timely provide the Court with Notice to this effect.” 125



Item No. _____

Agenda Memorandum

Development Services

Department

Susan Trevarthen / Bud Bentley

Town Attorney / Town Manager

COMMISSION MEETING DATE: December 11, 2018

ITEM CATEGORY: Old Business

SUBJECT TITLE: FDG South and FDG Central – Authorization to Foreclose on Code Liens Owed by the Florida Development Group.

BACKGROUND:

- At the October 23rd Workshop, the Commission discussed the FDG South and FDG Central properties and the Town's options regarding their combined \$7.4 million in Code fines.
- Prior to the November 13 meeting, the Town Manager, Town Attorney, and Mayor met with representatives of FDG regarding these issues.
- At the November 13th meeting, the Commission heard from Nectaria Chakas on behalf of FDG. The Commission discussed Ms. Chakas' comments and the Town Attorney's and Town Manager's agenda report, and directed the Town Attorney to proceed to prepare the foreclosure complaint against the FDG South and FDG Central properties; however, prior to filing the complaint, the Commission directed that we provide an update of discussions with FDG regarding their interest in lien mitigation at the December 11th meeting.

FDG Update:

On Wednesday November 14th, Linda Connors and Bud Bentley met with:

1. Mr. Joe Williams representing Mr. Genaldii Butkevich (majority owner);
2. Mr. Vadym Volosheniuk representing Mr. Yevgeniy Yermakov; and
3. Ms. Nectaria Chakas representing FDG and Mr. Zoran Zelenikovski (FDG managing director).

At this meeting, many issues were discussed including:

4. The demolition of the Villa Caprice buildings;
5. The demolition of the 4116 N. Ocean building;
6. FDG's request for the Commission to freeze the daily fines at 4116 N. Ocean for 10 months while they market the property if FDG agreed not to remove the building; and
7. Our insistence that the roof debris be removed and the swimming pool cover corrected at 4116, and that no new code issues arise on any of the properties.



At the conclusion of the meeting, there seems to be a consensus by the FDG representatives that they would submit mitigation applications for the FDG Central property and for Villa Caprice for the December 11th meeting. Staff encouraged this action and those mitigation applications are on the December 11th agenda.

On Monday December 3rd and Tuesday December 4th FDG representatives Joe Williams and Nectaria Chakas met individually with the Mayor and Commissioners to explain their mitigation request. Staff attended all of the meetings. The only new information was the removal of the buildings at the Villa Caprice was going to take longer because asbestos has to be removed first. The new estimate is for asbestos remediation to be complete by December 31st and the buildings removed by January 31st.

Code Fines:

Table 1 – FDG Code Fines as of December 11, 2018

	Central	4116 N. Ocean	Villa Caprice
Purchased:	December 2013	June 2014	June 2014
Daily Code Fines:	\$-0-	\$400	\$2,100
Complied	April 23, 2015	On going	On going → End of January to Demo
Code Fines:	\$865,100	\$2,230,222	\$4,488,560
Total Code Fines:	\$7,583,882		
Villa Caprice Parking Revenue Credit		To be calculated	

Total Code Fines as of January 31, 2019 will be \$7,713,932



Additional Code Cases

1. **4116 N. Ocean Roof Damage.** At the November 15, 2018 Hearing, the Magistrate entered a Revised Final Order extending the comply-by date to December 12, 2018 or a fine of **\$100 per day** will begin if the roof debris is not removed. A status hearing is scheduled for January 10, 2019.

To date, FDG has refused to correct the violation.

2. **4116 N. Ocean Swimming Pool Cover.** The cover of the pool has failed and the case is scheduled for the January 10, 2019 Special Magistrate meeting.



To date, FDG has refused to correct the violation.

Foreclosure:

The Town Attorney's Office has drafted the foreclosure lawsuit on all of the liens on the FDG South and FDG Central properties as directed, and is prepared to file it by the end of December if directed to do so by the Town Commission this evening. We have examined the history of all of these properties and, if the Commission decides to proceed, we will be alleging that all Town liens have first priority, ahead of any other creditors.

As with any litigation, firm estimates of timeframes and costs are not possible because the Town is not fully in control; the actions of the court in handling the matter and the actions of the property owner or other potential defendants in opposing the foreclosure also greatly affect the outcome. A hotly contested foreclosure action might take a year or more to complete; one with a negotiated outcome could take significantly less time and expense.

Minimum tasks include drafting and filing a complaint, pretrial motions, dispositive motions if any, court conferences, at least some discovery, and mediation. Additional tasks are necessary if the matter proceeds to trial. If a settlement is reached, the complaint can be voluntarily dismissed as part of a settlement agreement.



If the Town pursues a hotly litigated foreclosure action all the way through trial, its legal expenses could be as much as \$100,000 - \$125,000. Any appeals would require additional work that could be estimated when they arise. If the litigation is less intense or the matter is resolved prior to trial, the cost could be some fraction of that amount. It is also important to note that the prevailing party is generally awarded attorneys fees and costs in a foreclosure action. In the worst case scenario, the Town's potential costs include not just Town Attorney expenses, but also the legal expenses of the property owner; in the best case scenario, it is possible that the court would order that the Town's expenses be paid as part of the final judgment of foreclosure. In some circumstances, a court might order that each party bear its own fees.

If the Town is successful in foreclosing, the result would be a court-conducted sale of the property. However, the property owner would have the option to pay the Town and redeem the property by paying off the entire amount of the Town's final foreclosure judgment.

In the aggregate, it seems unlikely that a foreclosure sale would result in the Town owning any of the properties because their total assessed values well exceed the total amount of the code liens.

Once the complaint is filed, the property owner has 20 days to answer or move to dismiss. That timeframe can be extended by a motion for extension of time, which the Town can decide whether or not to oppose.

RECOMMENDATION: We recommend the Commission authorize the Town Attorney to take the necessary legal action to foreclose the Town's code liens on the FDG properties that have code liens.

We recommend that the motion be structured so that, if the Commission agrees to approve the lien mitigations, then those FDG properties (Central and Villa Caprice) would not be included in the foreclosure complaint (it would only proceed against the 4116 N. Ocean property). If FDG fails to timely pay the mitigated amount or otherwise fails to comply with the lien mitigations on any of the properties, then the Town Attorney would seek foreclosure of those properties also.

EXHIBIT: None

Reviewed by Town Attorney:

☒	Yes	☐	No
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Agenda Memorandum

Page 5





Item No. _____

EXHIBIT 2

Agenda Memorandum

Office of the Town Manager

Department

Bud Bentley

Town Manager

COMMISSION MEETING DATE: January 22, 2019

ITEM CATEGORY: Resolution

SUBJECT TITLE: Foreclosure Lawsuit re FDG Properties.

EXPLANATION: The foreclosure complaint was filed against the FDG Central and FDG South properties in December, as the Town Commission directed.

In a separate agenda item, FDG is requesting that the Commission extend the deadline to pay the lien mitigation for the FDG Central property. If the Town Commission approves the proposal, the foreclosure lawsuit would be amended to remove the FDG Central property from it, the liens would be resolved, and the FDG Central property would no longer be subject to the liens on the FDG South properties.

FDG's attorney Steve Bassin is also requesting that the Town Commission authorize a stay in the litigation so that they can concentrate on bringing those properties under contract with a potential buyer, as follows:

Also, we would really appreciate it if you could add an agenda item requesting a stay in the foreclosure proceeding for a period of 30 days so that our client can negotiate the purchase and sale agreement with the buyer without at the same having to prepare a response to the foreclosure complaint. We are requesting that the stay stop the time required for our client to respond in the foreclosure proceeding, meaning that, if that contract is not produced within this 30 day period, the remaining period to respond to the Town's foreclosure complaint as extended for 20 days would then restart at the end of this 30 day stay period. We would also appreciate a request for the commissioners to grant to the Town's manager the authority to extend the stay in the foreclosure complaint for an additional 120 days if we provide a contract that is acceptable to the Town within this initial 30 day period. Again, as with the initial 30 day stay, if the transaction does not proceed after the 120 day stay, we request that our client's time to respond to the foreclosure complaint as extended by the 20 days would then restart.

We fully understand that the agenda items on the Central parcel and the South parcel are separate items and the payment of the Central parcel fines as reduced per the last mitigation order are not linked or conditioned on the approval of South parcel agenda items.

The FDG response was due January 16, 2019 and they requested an extension of the Court. We advised that we were agreeable to a 20-day extension of their deadline to respond, as it is routine for the Court to grant a first request for such an extension.

NOTE: Please note that a "30-day stay" and a "20-day extension" are not the same. After a 30-day stay, which is a complete stand-down of work on the litigation, FDG would use the agreed upon 20 days to prepare to file their response. Susan can further explain.



The reason that FDG says it needs the 120-day stay is related to the due diligence period being proposed by the potential purchaser. We know that the Town benefits by the purchaser of this property being clear on what can be done with it, to avoid future delays and disputes.

While we can be supportive of a stay in the foreclosure while the parties negotiate a contract and the buyer does its due diligence, we believe a stipulated stay has to be fairly structured. For example, I recommend that a due diligence stay would terminate if the buyer cancels and then FDG would have 20-days to file their response.

If the effort is successful, the Town would pursue terms for a settlement of the foreclosure and the holder of the contingent contract to purchase would apply to mitigate the FDG South liens prior to purchase, similar to how FDG applied for and received a mitigation of the FDG South liens as a contingent purchaser from the prior owner.

RECOMMENDATION: After the Town Attorney provides the latest information, we may recommend a motion:

1. To authorize the Town Manager and Town Attorney to join in an agreed motion to stay the foreclosure litigation for 30 days to see if FDG can bring the FDG South properties under contract.
2. To authorize the Town Manager and Town Attorney to agree to a second stay of up to 120 days if they determine that a bona fide purchase and sale contract has been executed.
3. If no contract is entered within 30 days or the contract is lost during the second stay, FDG would then use the agreed extension of 20 days to prepare its response to the foreclosure complaint.

Exhibits: n/a

Reviewed by Town Attorney:

☒	Yes	☐	No
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Item No. _____

EXHIBIT 3

Agenda Memorandum

Town Attorney / Town Manager

Department

Susan L. Trevarthen / Bud Bentley

Town Attorney

COMMISSION MEETING DATE: March 12, 2019

ITEM CATEGORY: Old Business

SUBJECT TITLE: Sale of FDG South to Concord Wilshire Capital, LLC and Stay of Town's Foreclosure Lawsuit

BACKGROUND:

1. The Town Attorney filed a foreclosure action against FDG Central and FDG South as directed by the Town Commission in December 2018.
2. When FDG paid the \$216,275 (25%) lien mitigation for FDG Central (including the agreement to release the Central property from attachment to the FDG South liens), the FDG Central property was removed from the foreclosure suit.
3. The demolition of the Villa Caprice property is underway, and when completed, the ongoing code violations will be brought into compliance and the fines will stop.
4. FDG has indicated if the 4116 Ocean property is not sold, they planned to demolish the building.
5. At the January 22, 2019 Commission meeting, the Town Commission agreed to FDG's request for a 30-day stay of the foreclosure action during which they would attempt to bring the FDG South properties under a purchase and sales contract. FDG also indicated that they needed an additional 120 days for the due diligence period being requested by the potential buyer. The Town Commission agreed to the 30-day stay and further directed that, if a contract was submitted to the Town Manager and the Town Attorney and they determined it was a bona fide contract, then they could agree to the additional 120-day stay. The 30 day stay was entered and ran through March 1; the additional 120 days contemplated by the Commission would have ended on July 1.



EXPLANATION:

The Purchase and Sale Agreement

6. FDG representative Joe Williams met with the Town Attorney and Town Manager on February 26, and we spent 3 ½ hours reviewing a contract for purchase and sale (**Contract**) executed with Concord Wilshire Capital, LLC. The Contract was executed by both parties on February 25, 2019.

The 30-day stay ran through March 1, so the submission of the Contract was timely. The Town Attorney and Town Manager reported to the Town Commission at its February 26th meeting that the Contract had been reviewed, and that we determined that it was a bona fide contract; however, the Contract provides for a second 120-day due diligence period that was not contemplated by the Commission in its vote on January 22nd and a period no longer than 31 days to close on the property after the end of the 2nd due diligence period. (See Table 1) This would take the closing well past the July 1 date contemplated in the Commission's prior action.

The Contract provides that the Seller can cancel the Contract if the Town does not agree to the full 240-day due diligence period and the Court does not approve the 240-day stay by March 19. The Town Attorney and Town Manager indicated on February 26 that an item would be placed on the March 12 agenda for the Town Commission to decide whether to agree to a longer stay of the foreclosure lawsuit.

Pertinent Contract Terms

7. The Contract provides for a 120-day due diligence period during which the Buyer will submit a site plan application. It notes that the application will include a proposal to abandon a portion of El Mar Drive.
8. The Contract makes the liens the responsibility of the Buyer. It does not set a deadline for filing the application for lien mitigation.
9. If the Buyer finds that the Town's support for its proposed lien mitigation and site plan is reasonably acceptable by the end of the 1st 120-day due diligence period, then it will proceed with further due diligence (the 2nd 120-day period); if not, it has the right to cancel.
10. During the 2nd 120-day period the Contract is not contingent on the Buyer obtaining final Town approval of the lien mitigation and the site plan, but the Buyer can cancel if the due diligence is not satisfactory.
11. Closing is scheduled to occur no later than 31 days after the expiration of the 2nd due diligence period. Assuming the maximum time for due diligence and closing is taken, the Contract would close by December 16, 2019.
12. The Contract recognizes that future Code compliance issues could arise on the property prior to closing, and establishes a process and the financial responsibility for addressing them.



Timeline

Table 1 – Important Dates

	Date	Event	Ending Date
1.	January 22, 2019	Commission approved 30-day Stay	March 1 st
2.	March 1 st	If there is a viable contract, Town agrees to 120-day stay.	TM and TA reported this was met on February 26
	March 12 th	Commission decides whether to approve 2 nd 120-day due diligence period.	March 12 if approved ¹
3.	March 19th	Effective Date of Contract and start of 120-day due diligence. (Five days after March 12 th Commission meeting.)	July 16th is end of 1st 120 days
4.	By June 17 th	Buyer to submit site plan and lien mitigation application within 90 days. (Town condition).	By June 17 th
5.	By July 16 th Last day of 120-day due diligence period	Final Mitigation Settlement. The goal is for the Town Commission to decide on the Mitigation Application by the end of the 120-day due diligence period so buyer can make an informed decision. The recommended mitigation settlement will include milestones that the buyer must meet to get the lien reduction.	By July 16 th
6.	By July 16 th	Town Attorney files for 2 nd Stay of up to 151 days if Town conditions are met. (2 nd 120 days plus 31 days to close).	By July 16 th
7.	By July 16 th	Last day of 120-day due diligence period. Buyer decides to proceed or cancel	By July 16 th
8.	July 17th	Start of 2 nd 120-day due diligence period	November 14th is end of 2nd 120 days
9.	November 14 th	End of 2 nd 120-day period	November 14 th
10.	By December 16 th	Closing no later than 31 days after the end of the 2 nd 120-day period (Nov 14 th)	By December 16, 2019

¹ Remainder of Table 1 assumes for purposes of discussion that the Town Commission approves the 2nd 120-day stay, and the conditions recommended in this memo are imposed.



Decision for This Evening

The Contract provides that it will become effective only if the Commission blesses the additional stay of the foreclosure lawsuit on March 12th, and the Court enters that stay prior to March 19th.

The Town Commission needs to decide whether it will support the request for the additional stay and whether it is willing to grant it immediately.

We recommend that the Commission give approval for the additional stay if the following conditions are met.

1. The Town is agreeing to provide additional time based on its assessment of the Contract with this Buyer. Recognizing that the Contract provides for assignments among entities as long as the controlling interests remain the same, the Buyer and Seller agree not to amend the assignment provision of the Contract.
2. The Buyer submits the applications for site plan and for lien mitigation within 90 days of the effective date of the Contract (June 17), so that the Buyer's evaluation of whether the Town's support of the applications is reasonably acceptable at the 120-day mark can be informed.

When the lien mitigation application is considered by the Commission, we will propose a mitigation order with conditions and milestones similar to the attached 2014 FDG mitigation order (**Exhibit 1**).

It is important for the public and all interested parties to note that the Town is not a party to the Contract and its consent to stay its foreclosure lawsuit does not waive any of its rights or authority over the property and its development. All applications that may be submitted to the Town on the property will be reviewed and may be approved or denied under all applicable laws and procedures.

RECOMMENDATION: We recommend the Commission ask the representatives of the Buyer and the Seller to affirm on the record this evening that they agree with the recommended approach, and then:

1. Approve the request that the first 120-day stay run through July 17 rather than July 1 as originally contemplated; and
2. Authorize the Town Attorney to agree to a second stay for up to 151 more days² upon (a) her receipt of written confirmation from the Buyer and Seller that the contract has not been assigned, and (b) her determination that the Buyer has submitted their lien mitigation application and site plan application to the Town by the 90th day (June 17th).

Exhibits: 1. 2014 FDG mitigation order

Reviewed by Town Attorney:

☒	Yes	☐	No
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² The 151-day stay represents the 2nd due diligence period (November 14th) plus the 31 days for closing (by December 16th).

Exhibit 1

Exhibit 2

TOWN OF LAUDERDALE-BY-THE-SEA TOWN COMMISSION

INSTR # 112875232
Recorded 03/18/15 03:55:37 PM
Broward County Commission
Deputy Clerk 2150
#2, 5 Pages

TOWN OF LAUDERDALE-BY-THE-SEA,

Petitioner,

CASE NO(s): #12-020016

v.

#13-040002

Lion Caprice, LLC and
North Point Investments, LLC

#12-020017

#13-040003

#12-020014

#12-070004

Respondents.

#12-080005

#13-120012

#14-010019

#14-040045

AMENDED ORDER REDUCING CODE ENFORCEMENT LIENS (Extending Milestone Requirements)

This cause was previously heard on June 10, 2014 before the Town Commission of the Town of Lauderdale-By-The-Sea, Florida (the "Town Commission"), upon the request of Florida Development Group, Inc. (the "Applicant"), who is under contract to purchase (i) the Villa Caprice Property (4108 & 4110 El Mar Drive) owned by Lion Caprice, LLC and (ii) 4116 North Ocean Drive owned by North Point Investments, LLC ("Respondents"). Upon request of the Applicant, the Town Commission, on November 18, 2014 considered the Applicant's request to extend certain milestone requirements as contained in the Order.¹ Based upon the testimony and evidence presented, the Town Commission makes the following findings:

A. The ten (10) Code Enforcement violations, which were the subject of this proceeding, occurred on the three (3) above described real properties which are located in the Town of Lauderdale-By-The-Sea, Florida (the "Properties").

¹ Proposed additions to the Order (dated June 18, 2014) text are shown by underlining; proposed deletions from the Order text are shown by ~~strikethrough~~.

Exhibit 1

B. The Code Enforcement Cases are further identified, together with corresponding fines/liens and Administrative Fees as shown in the Code Fine Mitigation Worksheet, attached hereto and incorporated herein as **Exhibit 1**.

C. As of June 10, 2014, the accrued fines under the Orders Imposing Fine/Certificate of Lien, totaled \$2,612,000.00, not including interest and administrative fees.

D. On June 6, 2014, the Applicant filed an Application for Relief requesting the Town Commission approve a reduction in the fines and liens.

E. Pursuant to Resolution 2014-22 reductions of code enforcement fines or liens that exceed 50% of the total amount of money owed to the Town require Town Commission approval.

F. Staff reviewed and evaluated the sufficiency of the Application for Relief from Code Enforcement Fines or Liens filed and provided a recommendation. The Town Commission considered the recommendation of staff and the relevant factors which justify relief in this matter.

It is, therefore, ORDERED:

1. The Ordered Relief from Code Fines shall comply with The Town's Procedures for Relief From Code Fines or Liens, which was adopted by Resolution 2014-22, except as may be specifically provided for by the Town Commission in this Order;

2. Provided that the Applicant complies in full with the terms of this Order, the fines and administrative fees imposed against the Respondents shall be reduced to the amount of Three Hundred Thousand and NO/100 Dollars (\$300,000.00), of which \$72,745.00 shall be considered payment of administrative fees.

3. The Ten (10) Code Enforcement fines and liens shall be released by the Town upon the Applicant's timely satisfaction of the following conditions:

Exhibit 1

- a. No later than August 1, 2014, Applicant shall acquire title to the Properties.
 - b. On the first business day following closing on acquisition of the Properties, Applicant shall remit \$300,000.00 to the Town.
 - c. Promptly upon closing, Applicant and the Town shall use customary good faith efforts to regularly meet with each other to review architectural plans and specifications pursuant to Section 30-9 (Architectural design standards) of the Town's Code of ordinances for the purpose of renovating the Properties as hotel businesses comparable to the Courtyard by Marriott, Fort Lauderdale Beach.
 - d. Applicant shall use customary good faith efforts to ~~submit applications for building permits and~~ complete the Architectural design review process (Section 30-9 of the Town's Code of ordinances) by ~~December 31, 2014~~ February 28, 2015 or such later date established by the Town Manager to reasonably account for delays due to force majeure events.
 - e. Applicant shall use good faith efforts to diligently prosecute the work necessary to obtain the building permits necessary for the improvement project agreed upon and shall obtain building permits by September 30, 2015, or such later date established by the Town Manager to reasonably account for delays due to force majeure events.
 - f. Applicant shall use good faith efforts to diligently prosecute the work authorized under any such building permits and shall obtain a Certificate of Occupancy for each property no later than ~~December 31, 2015~~ August 31, 2016 or such later date as established by the Town Manager to reasonably account for delays due to force majeure events.
- The Town Manager may approve an extension of time to obtain the Certificate of Occupancies should the Town's building permitting process take more than two months due to additional time needed by the Town to complete the review of plans.
- g. Within 60 days prior to receiving a Certificate of Occupancy for all Properties, Applicant shall provide proof to the Town that Applicant has invested a minimum of \$12,000,000 in the total cost to renovate the Properties.
4. The Town agrees that if the Applicant timely and successfully
 - a. Renovates the Properties as operating hotels as represented at the June 10, 2014 Commission meeting;
 - b. Attains each of the milestones noted above by the dates indicated above; and

Exhibit 1

- c. Has properly corrected all code violations under citation for the Properties;
 - d. Then the Town shall Release the liens for outstanding fines and liens recorded against the Properties in existence on July 1, 2014, including those that continued to accumulate from that date for those particular violations not yet in compliance, in exchange for the \$300,000 previously received from Applicant, of which \$72,745 shall be considered payment of administrative fees and \$227,255 shall be the mitigated lien amount.
- 5. If for any reason the above milestones have NOT been successfully met by the Applicant
 - a. The code liens will NOT be released;
 - b. On or after the 31st day after a milestone is missed, the TOWN shall credit the \$227,255 against the then-current total of fines and liens, which shall continue to run until they are in compliance -- unless the Applicant applies to amend this lien mitigation approval, demonstrates good cause for the failure to meet the requirements, and the Town Commission approves the amendment based on finding that good cause existed for the change.
- 6. Any relief granted shall be contingent upon payment of the reduced lien amount amounts, completion of any required performance to effectuate code compliance and receipt of a signed waiver by the Applicant, all within the specified time period. Failure to provide valid payment to the Town and to perform as required within the specified time period shall cause the original penalty(s) to continue and the approved relief to terminate without any future action of the Town.
- 7. If the Applicant does not comply in a timely manner with this Order, no future reductions in fine or lien shall be considered for the Applicant.
- 8. This Order shall not be recorded and is not intended to substitute for a release of any of the above referenced Code Violation fines or liens.
- 9. This Order shall supersede those Orders Imposing Fine/Certificate of Lien entered by the Special Magistrate of the Town of Lauderdale-By-The-Sea, and all other prior code enforcement orders in the above-referenced cases which are in conflict with this Order.

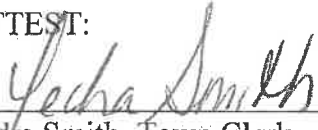
Exhibit 1

PASSED AND ADOPTED by the Town Commission of the Town of Lauderdale-By-The-Sea,
Florida, this 18th day of November, 2014.



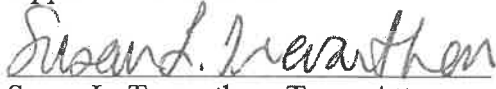
MAYOR SCOT SASSER

ATTEST:



Tedra Smith, Town Clerk

Approved as to form:

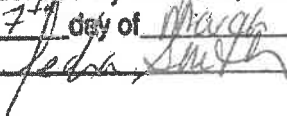


Susan L. Trevarthen, Town Attorney

CERTIFICATION

I certify this to be a true and correct copy of the
record in my office.

WITNESSED by my hand and official seal of the Town
of Lauderdale-By-The-Sea, Florida

17th day of March, 20 15
 Town clerk

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

TOWN OF LAUDERDALE-BY-THE-SEA, a
Florida Municipality,

Plaintiff,

vs.

Case No. CACE-18-029224

FDG SOUTH, LLC; ET AL.

Defendants.

JOINT MOTION TO EXTEND STAY OF ACTION

Plaintiff, Town of Lauderdale-By-The-Sea (“Town”) and Defendant, FDG South, LLC (“FDG”) hereby join in requesting an extension of the stay of this action through December 30, 2020.

In support, the parties state as follows:

1. This is an action for foreclosure of code enforcement liens recorded by the Town against property owned by FDG.
2. As this Court is aware, the Town and FDG are engaged in discussions concerning a pending sale of the real property, which is the subject of this action, to a third party (“Buyer”).
3. As a result of these ongoing negotiations, the parties previously moved jointly to stay this matter in an effort to minimize expenses that the parties would likely (and potentially unnecessarily) incur in litigating this matter. Accordingly, on March 21, 2019, this Court entered an Order staying this matter through December 16, 2019.
4. While the parties initially anticipated that the negotiations and sale would be concluded by December 16, 2019, it has now become evident that additional time is necessary to allow the parties and the Buyer adequate time for due diligence and entitlements prior to closing.

5. Specifically, the tasks that are still to be performed by the parties, and the Buyer, include, but are not limited to:

- a. Providing an amended submittal for Site Plan and Architectural review;
- b. Holding a Foreclosure Extension Commission Hearing;
- c. Holding a Community Outreach and Town Commission Workshop;
- d. Preparing Site Plan Submittal, Right of Way Vacation, and Variance Application;
- e. Providing the Site Plan Level 2 submittal;
- f. Architecture Review;
- g. Planning and Zoning Board's First Public Hearing on the Buyer's submittals;
- h. Planning and Zoning Board's Second Public Hearing on the Buyer's submittals;
- i. Obtain necessary permits, including FDEP permit(s) concerning the Coastal Construction Control Line;
- j. Town Commission Public Hearing to consider submittals; and
- k. Allowing for the expiration of the thirty-day appeal period following the Town Commission's decision.¹

6. In order to continue to minimize expenses that the parties are likely to incur in this action, the Town and FDG respectfully request that this Court enter an Order further staying this matter through December 30, 2020, to permit the negotiations and sale of the property to continue unfettered by the litigation and its related deadlines.

7. It is respectfully submitted that the further extension of the stay requested herein would

¹ In addition, the parties recognize that an amendment to the Town's Code of Ordinances may be necessary in order to allow for the Buyer's proposed use of the property. In that event, a stay through March 31, 2021 would be necessary. When and if a Code amendment becomes necessary, the parties will timely provide the Court with Notice to this effect.

not work any inconvenience on the Court, nor in any way prejudice the parties. It is clearly within the discretion of this Court to grant such a stay when in the best interests of justice.

8. The stay is sought in good faith and without any intention whatsoever to unnecessarily or frivolously delay the resolution of this case.

9. It is clearly within the discretion of this Court to grant such a stay when in the best interests of justice. *See Shake Consulting v. Suncruz Casinos*, 781 So. 2d 494, 495 (Fla. 4th DCA 2001).

WHEREFORE, the Town and FDG respectfully request that the Court enter an order staying this action through December 30, 2020, together with such other and further relief as the Court deems just and equitable.

DATED this ____ day of December, 2019.

Respectfully submitted by:

GREENBERG TRAUERIG, P.A.
Attorneys for FDG Central, LLC and FDG South, LLC
333 SE 2nd Avenue, STE 4400
Miami, Florida 33131
Telephone: (305) 579-0500
Facsimile: (305) 579-0717

By: /s/ _____
RONALD M. ROSENGARTEN
Florida Bar No. 387540
Email: rosengartenr@gtlaw.com

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.
Attorneys for Town of Lauderdale-By-The-Sea
200 East Broward Blvd., STE 1900
Fort Lauderdale, FL 33301
Telephone: (954) 763-4242
Facsimile: (954) 764-7770

By: /s/ _____
SAMUEL I. ZESKIND
Florida Bar No. 43033
Primary: szeskind@wsh-law.com
Secondary: Ozuniga@wsh-law.com

ERIC P. HOCKMAN
Florida Bar No. 64879
Primary: ehockman@wsh-law.com
Secondary: szavala@wsh-law.com

SUSAN L. TREVARTHEN
Florida Bar No. 906281

Primary: strevarden@wsh-law.com
Secondary: mcerice@wsh-law.com



Town Commission Agenda Item Report

Meeting Date: December 10, 2019

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Report

Agenda Section:

Subject Title:

Downtown Code Enforcement (Noise and Sidewalk Crowds) (Bill Vance, Town Manager)



Town Commission Agenda Item Report

Meeting Date: December 10, 2019

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Ordinances 1st Reading

Agenda Section: ORDINANCES 1st Reading

Subject Title:

Ordinance 2019-11 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, GRANTING TO PEOPLE'S GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, A FLORIDA CORPORATION, A NONEXCLUSIVE FRANCHISE IN THE TOWN OF LAUDERDALE-BY-THE-SEA; AUTHORIZING PEOPLES GAS SYSTEM TO USE THE PUBLIC RIGHTS-OF-WAY AND STREETS OF THE TOWN, FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, OPERATING, AND EXTENDING GAS LINES IN THE STREETS AND PUBLIC PLACES OF SAID TOWN; PROVIDING FOR A FRANCHISE FEE; PROVIDING FOR TERMS AND CONDITIONS OF SUCH GRANT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (Bill Vance, Town Manager)

Explanation: The franchise hereby presented to Town Commission for consideration on 1st reading grants permission to People's Gas System, A Division of Tampa Electric Company ("TECO"), to construct, erect, suspend, install, extend, renew, repair, maintain, operate and conduct within the limits of this Franchise, a system for distribution of gas for all purposes whatsoever upon, along, under and over the public roads, streets, and rights-of-way of the Town of Lauderdale-by-the-Sea "Franchise".

This Franchise is granted for a period of 30 years from the effective date of this agreement, as provided in the Ordinance, and covers the corporate limits of the Town of Lauderdale-by-the-Sea ("Town") as set forth in the Charter of the Town. In consideration of the rights, privileges and franchises granted through this agreement, and to defray the cost of regulating the Company's activities under this Franchise, the Company shall pay to the Town annually a sum equal to six percent (6%) of the Gross Revenues of the Company's business done within the Town boundaries.

Recommendation: That the Town Commission consider Ordinance 2019-11 on 1st reading granting People's Gas System, a division of Tampa Electric Company, a Florida Corporation, a non-exclusive Franchise in the Town; authorizing Peoples Gas System to use the public rights-of-way and streets of the town, for the purpose of constructing, maintaining, operating, and extending gas lines in the streets and public places of the Town, scheduling 2nd reading for January 14, 2020.

Attachments:

1. Ordinance 2019-11

ORDINANCE 2019-11

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, GRANTING TO PEOPLE'S GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, A FLORIDA CORPORATION, A NONEXCLUSIVE FRANCHISE IN THE TOWN OF LAUDERDALE-BY-THE-SEA; AUTHORIZING PEOPLES GAS SYSTEM TO USE THE PUBLIC RIGHTS-OF-WAY AND STREETS OF THE TOWN, FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, OPERATING, AND EXTENDING GAS LINES IN THE STREETS AND PUBLIC PLACES OF SAID TOWN; PROVIDING FOR A FRANCHISE FEE; PROVIDING FOR TERMS AND CONDITIONS OF SUCH GRANT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

1 **WHEREAS**, the Town finds that it is in the public interest to ensure that all areas within
2 its limits are adequately provided with high-quality and reliable gas service; and

3 **WHEREAS**, the Town finds it in the public interest to retain control over the use of public
4 rights-of-way by providers of gas to ensure against interference with the public convenience, to
5 promote aesthetic considerations, to promote planned and efficient use of limited right-of-way
6 space, and to protect the public investment of right-of-way property; and

7 **WHEREAS**, the Town finds that the granting of nonexclusive franchises is the best means
8 of assuring that the above-described interests of the Town are promoted; and

9 **WHEREAS**, the Town Commission desires to grant a franchise to Peoples Gas System, a
10 division of Tampa Electric Company, a Florida Corporation ("Company").

11 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN**
12 **OF LAUDERDALE-BY-THE-SEA, FLORIDA, THAT:**

13 **SECTION 1. Recitals.** The preceding "Whereas" clauses are ratified and incorporated as
14 the legislative intent of this Ordinance.

SECTION 2. Definitions. For the purpose of this ordinance, the following terms and words shall have the meaning given herein, as follows:

- A. "Customer" shall mean any Person served by the Company within the corporate limits of the Town.
- B. "Company" shall mean Peoples Gas System, a division of Tampa Electric Company, a Florida corporation, and its permitted successors and assigns.
- C. "Distribution System" shall mean any and all transmission pipe lines, main pipe lines and service lines, together with all tubes, traps, vents, vaults, manholes, meters, gauges, regulators, valves, conduits, attachments, structures and other appurtenances, as are used or useful in the sale, distribution, transportation or delivery of Natural Gas and as are situated within the corporate limits of the Town.
- D. "Effective Date" shall mean the date this Franchise becomes effective as described in Sections 23 and 27 below.
- E. "Franchise" or "Franchise Agreement" shall mean this Agreement, as passed and adopted by the Town and accepted by the Company, as provided in Section 23 below.
- F. "FPSC" shall mean the Florida Public Service Commission or any successor agency.
- G. "Gross Revenues" shall mean all revenues (as defined by the Florida Public Service Commission) received by the Company from any Customer from the sale, transportation, distribution or delivery of Gas.
- H. "Person" shall mean any individual, firm, partnership, estate, corporation, company or other entity, including, but not limited to, any government entity.

38

39 I. "Natural Gas" or "Gas" shall mean natural gas and/or manufactured gas and/or a
40 mixture of gases, which is distributed in pipes and measured by meter on the
41 Customer's premise. It shall not mean propane gas or liquefied petroleum gas
42 (commonly referred to as "bottled gas").

43 J. "Right-of-way" means any street, road, lane, highway, avenue, boulevard, alley,
44 waterway, bridge, easement, public place or other right-of-way that is owned or
45 controlled by the Town.

46 K. "Town" shall mean the Town of Lauderdale-by-the-Sea, and Town's permitted
47 successor and assigns.

48 **SECTION 3. Grant of Franchise.** Permission is hereby granted to Company to
49 construct, erect, suspend, install, extend, renew, repair, maintain, operate and conduct within the
50 limits of this Franchise, a system for distribution of gas for all purposes whatsoever upon, along,
51 under and over the public roads, streets, and rights-of-way of the Town of Lauderdale-by-the-Sea.

52 **SECTION 4. Terms and Limits of Franchise.** This Franchise is granted for a period of
53 30 years from Effective Date, and covers the following geographical area: The corporate limits of
54 the Town of Lauderdale by the Sea as set forth in the Charter of the Town of Lauderdale by the
55 Sea, as said description is amended from time to time. Company agrees that the limits of the
56 Franchise are subject to expansion or reduction by annexation and contraction of municipal
57 boundaries and that Company has no vested right in a specific area.

58 **SECTION 5. Franchise Fee; Payments.** In consideration of the rights, privileges and
59 franchises herein granted, and to defray the cost of regulating the Company's activities under this
60 Franchise, the Company shall pay to the Town annually a sum equal to six percent (6%) of the

Gross Revenues of the Company from the sale to residential, commercial, and industrial customers, and distribution, transportation or delivery of gas within the corporate limits of the Town. In the event the Company is granted a franchise from another Florida municipality or government entity that requires the Company to pay a franchise fee in excess of six percent, then the Town shall be entitled to the higher franchise fee once it requests so in writing to the Company. Impositions by the Town will not be credited to or deducted from the franchise fee. The annual payment shall be made to the Town for each year that the permission granted herein is in effect and shall be made to the Town in monthly installments. Payments shall be payable to the Town of Lauderdale-By-The-Sea, Attention: Finance Department, during regular business hours of the Town.

SECTION 6. Transferability. The Company shall not sell or transfer any portion of its plant or Distribution System to another, nor transfer any rights under this Franchise to another without the Town's prior written approval. The Town Commission will not unreasonably withhold its consent to the transfer of this Franchise. Notwithstanding the foregoing, Company may transfer or assign any portion of its plant or Distribution System or the Franchise or any rights hereunder to its parent company or any other affiliate without the Town's prior approval. Company shall notify the Town of any such transfer or assignment. No such sale or transfer shall be effective until the vendee; assignee or lessee has filed with the Town, Attention: Town Manager, an instrument, duly executed, reciting the fact of such sale, assignment or lease, accepting the terms of the Franchise, and agreeing to perform all the conditions thereof.

SECTION 7. Forfeiture of This Franchise. Failure by the Company to comply in any substantial respect with any of the provisions, terms, or requirements of this Franchise shall result in a forfeiture. Said forfeiture shall be effective upon a finding by a court of competent jurisdiction

that Company has substantially breached any of the provisions, terms or requirements of this Franchise. Both the Town and the Company reserve the right of appeal of such court findings. If it is the non-prevailing party, the Company shall have six months after the final determination of the question of breach to make restitution or make good the default or failure before forfeiture shall result. The Town, at its discretion by and through its administration, may grant additional time to the Company for restitution and compliance as deemed appropriate by the Town.

SECTION 8. Termination of Grant by Insolvency or Bankruptcy of Company. In the event of a final adjudication of bankruptcy of the Company, the Town shall have full power and authority to terminate, revoke, and cancel any and all rights granted under the provisions of this Ordinance.

SECTION 9. Hold Harmless. The Town shall in no way be liable or responsible for any accident or damage which may occur due to the construction, location, relocation, operation or maintenance by the Company of the Distribution System, facilities, equipment and vehicles subject to the terms and conditions of this Franchise. The Company hereby agrees to defend, indemnify, and to hold the Town harmless against any and all liability, loss, cost, damage or any expense connected with the Company's exercise of the rights or privileges provided hereunder, including a reasonable attorney's fee incurred in the defense of any type of court action related thereto, which may accrue to the Town by reason of the negligence, default, other misconduct, strict liability or act or omission of the Company in its construction, location, relocation, operation or maintenance of the Distribution System, facilities, vehicles, or equipment subject to this Franchise.

SECTION 10. Review of Billing Records. The Town may, at its option and at its expense, and upon reasonable notice to the Company, at any time, examine the records of operations, accounting files, and books and records as such records relate to the calculation of the

franchise fee payments to the Town, as provided herein, and to proper performance of other terms of this Franchise. The examination of such books, accounts, records or other materials necessary for determination of compliance with the terms, provisions and requirements of this Franchise shall be during regular hours of business of the Company and at the Florida corporate offices of the Company.

SECTION 11. Underground Installation. The Company shall install underground extensions of all distribution lines that the Company has determined are necessary or desirable, at its own cost, in accordance with applicable law.

SECTION 12. Successors and Assigns. Whenever in this Ordinance either the Town or the Company is named or referred to, it shall be deemed to include the respective successor, successors or assigns of either, and all rights, privileges and obligations herein conferred shall bind and inure to the benefit of such successor, successors or assigns of the Town or the Company. This shall not waive any restrictions against assignments.

SECTION 13. Rates, Rules and Regulations.

A. The Company shall provide gas service within the limits of this Franchise on reasonable terms and conditions at just, reasonable and nondiscriminatory rates to all who request said service during the term of this Franchise and thereafter, as required by law or by the FPSC or other duly constituted public regulatory body.

B. Upon the written request of the Town, the Company shall file with the Town a complete set of rules and regulations and a complete set of tariffs or rate schedules under which gas service is provided under this Franchise. The Company is subject to the rules and regulations of the FPSC. In the event that the FPSC, or other State regulatory agency, should be deprived of the authority to make rules and regulations

governing the Company, then the Town shall have the right to set rules. Upon the written request of the Town, Company shall also furnish any revisions of rules, regulations, and rates to the Town.

SECTION 14. **Right to Operate.** The Company is hereby further given, granted

and vested with the right, authority, easement, privilege and franchise to construct, erect, suspend, install, extend, renew, repair, maintain, operate and conduct within the limits of this Franchise fittings, appliances and appurtenances necessary or desirable to the transmission, distribution or sale of natural gas for all purposes whatsoever. The Franchise herein granted apply in, over, under, along, upon and across all streets, avenues, alleys, ways, bridges and public places as they now exist or as they may hereafter be laid out or extended within the limits of this Franchise, including the further right, privilege and Franchise to construct, erect, suspend, install, extend, renew, repair and maintain and operate fittings and all appliances and appurtenances necessary or desirable to the generation and transmission within, unto, through, over and beyond the limits of this Franchise and to the furnishing, supplying and distributing to said area and the inhabitants and gas consumers both within and beyond the limits thereof, of gas for all purposes for which gas energy may be used now or hereafter, and the right to extend lines and furnish gas energy beyond the limits of said Franchise. The Distribution System facilities and associated equipment and vehicles shall be located or relocated, erected or operated so as to interfere as little as possible with vehicular and pedestrian traffic over, along and across said public rights-of-way, streets, alleys, bridges, and public places and with reasonable egress and ingress to abutting and adjoining property.

SECTION 15. **Proper Operation.** The Distribution System, including all fittings,

appliances and appurtenances, shall be constructed in accordance with good engineering practices

and so as not to unreasonably interfere with the proper use and appearance of the streets, avenues, alleys, ways, bridges, and public places in the Franchise area and shall be maintained by Company in good condition and repair in accordance with FPSC requirements and applicable laws.

SECTION 16. Excavation, Maintenance and Restoration. Construction plans

shall be submitted by the Company and an engineering construction permit shall be obtained from the Public Works & Transportation Department Director, prior to the Company causing any opening or alteration to be made in any of the streets, avenues, alleys, ways, bridges or public places within the Franchise area for the purpose of installing, maintaining, operating or repairing any fittings, appliances and appurtenances or other components of the Distribution System. The Company's work under this Franchise shall be done in accordance with applicable laws. The Company shall replace or properly re-lay and repair any sidewalk, street, lawn, landscaping or swale that may be displaced by reason of such work. Whenever the Company shall cause any opening or alteration to be made in any of the streets or public places within the Franchise area for the purpose of installing, maintaining, operating or repairing any equipment or component of the Distribution System, such work shall be completed at the Company's expense within a reasonable time and the Company shall upon the completion of such work restore such portion of the streets or other public places to as good or better condition as it was before the opening or alteration was so made and will promptly remove any debris. Upon failure of the Company to perform said repair or restoration, after ten (10) days' notice provided in writing by the Town to the Company, the Town may repair such portions of the sidewalk, street, lawn, landscaping or swale that may have been disturbed by the Company and collect the cost so incurred from the Company. The Town shall promptly provide to the Company all permits, licenses and other authorizations applied for and reasonably necessary for the purpose of installing, maintaining, operating and repairing the

176 system and facilities. If the Town shall require the Company to adapt or conform its mains, service
177 pipe or other appurtenances, or in any way alter, relocate or change its property to enable any other
178 private person or corporation to use said street, alleys, easements or public places, the Company
179 shall be reimbursed by the private person or corporation desiring or occasioning such change for
180 any loss, cost or expense directly caused by or arising out of such change, alteration or relocation
181 of the Company's property.

182 **SECTION 17.** **Interruption of Service.** In the event the supply of gas should be
183 interrupted or fail by reason of any cause beyond the control of the Company, the Company shall,
184 at its own expense, restore the service within a reasonable time and such interruption shall not
185 constitute a breach of this Franchise nor shall the Company be liable for any loss or damages by
186 reason of such interruption or failure. Failure to restore service within a reasonable time shall be
187 a material breach of this Franchise. Any substantial outage caused by the gross negligence or
188 willful act of Company shall be a material breach of this Franchise.

189 **SECTION 18.** **Metering of Service.** The Company shall install and maintain
190 meters for measuring gas use and shall have free access to the premises of the consumer, from
191 time to time, for the purpose of reading, repairing, testing and maintaining the meters and
192 appurtenances. Such meters shall remain the property of the Company.

193 **SECTION 19.** **Complaints.** All complaints shall be resolved by Company in
194 accordance with the FPSC rules and regulations.

195 **SECTION 20.** **[Reserved.]**

196 **SECTION 21.** **Town's Right to Regulate Use of Streets Not Abrogated.** Nothing
197 in this Ordinance shall be construed as a surrender by the Town of its right or power to pass

ordinances regulating the use of its streets in accordance with Town's police powers or property rights.

SECTION 22. **Town's Covenant.** As a further consideration for this Franchise Agreement, the Town covenants and agrees that it will not, during the term of this Franchise Agreement or any extension thereof, engage in the business of distributing or selling Natural Gas within the corporate limits of the Town, as modified, during the term of this Franchise Agreement.

SECTION 23. **Written Acceptance by Company.** The Company, its successors or assigns, shall, within 30 days after this Ordinance is adopted, file a written acceptance of the Ordinance with the Town Clerk.

SECTION 24. **Repeal.** All ordinances or parts of ordinances insofar as they are in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 25. **Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 26. **Inclusion in Code.** This Ordinance shall be codified as part of the Appendix of the Town Code.

SECTION 27. **Effective Date.** Subject to satisfaction of Section 23 above, this Ordinance shall take effect immediately upon adoption on second reading.

Passed on the first reading, this ____ day of _____, 2019.

Passed and adopted on the second reading, this ____ day of _____, 2019.

MAYOR CHRIS VINCENT

First Reading

Second Reading

Mayor Vincent

Vice-Mayor Sokolow

Commissioner Malkoon

Commissioner Oldaker

Commissioner Strauss

ATTEST:

Tedra Allen, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: December 10, 2019

Submitted by: Linda Connors

Submitting Department: Development Services

Item Type: Ordinances 2nd Reading

Agenda Section: ORDINANCES 2nd Reading

Subject Title:

Ordinance 2019-09 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 9 "FLOOD PREVENTION AND CONTROL" TO UPDATE REGULATIONS IN ORDER TO COMPLY WITH THE CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)-APPROVED, FLOODPLAIN MANAGEMENT ORDINANCE AND CONFORM WITH STATE CITATIONS AND MANDATES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. (Linda Connors, Development Services Director)

Explanation:

The Town Commission updated Chapter 9 Flood Prevention and Flood Control of the Town's Code of Ordinances (the "Town Code") in 2014 pursuant to the request of the Florida Department of Emergency Management. The previous changes to the Code ensured that the Town's Flood Prevention and Control regulations were consistent with both the Florida Building Code ("FBC") regulations and the National Flood Insurance Program.

The references to the FBC have changed and so the State is asking that the Town update the Town's Code to reflect these changes. The amendments are included in Ordinance 2019-09 (Exhibit 1). On October 22, 2019 the Commission approved the proposed Ordinance on first reading.

Recommendation:

Staff recommends approval of Ordinance 2019-09

Attachments:

1. Ordinance 2019-09

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WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) Commission recognizes that changes to the adopted Code of Ordinances are periodically necessary to ensure that the Town’s regulations are current and consistent with the Town’s planning and regulatory needs; and

WHEREAS, the Florida Division of Emergency Management identified corrections required by FEMA to bring the Town floodplain management regulations into conformance with the Model Floodplain Management ordinance approved by FEMA in January of 2013; and

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, THAT:**

160

SECTION 2. Amendment. Chapter 9 “Flood Prevention and Control;” Article II
“Applicability” of the Town Code of Ordinances, is hereby amended as follows¹:

ARTICLE II. - APPLICABILITY

Sec. 9-8. - Areas to which this chapter applies.

This chapter shall apply to all flood hazard areas within the Town of Lauderdale-By-The-Sea, as established in section 9-9 ~~9.9~~ of this chapter.

SECTION 3. Amendment. Chapter 9 “Flood Prevention and Control;” Article III “Duties and Powers of the Floodplain Administrator” of the Town Code of Ordinances, is hereby amended as follows:

ARTICLE III. - DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

Sec. 9-21. - Other duties of the floodplain administrator.

- (d) Review required design certifications and documentation of elevations specified by this chapter and the Florida Building Code ~~and this chapter~~ to determine that such certifications and documentations are complete;

Sec. 9-22. - Floodplain management records.

Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this chapter and the flood resistant construction requirements of the Florida Building Code, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed

¹ Additions to existing text are shown in underline. Deletions are shown in ~~strike through~~.

work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this chapter; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this chapter and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at Town of Lauderdale-By-The-Sea, FL.

SECTION 4. Amendment. Chapter 9 “Flood Prevention and Control;” Article V “Site Plans and Construction Documents” of the Town Code of Ordinances, is hereby amended as follows:

ARTICLE V. - SITE PLANS AND CONSTRUCTION DOCUMENTS

Sec. 9-32. - Additional analyses and certifications.

- (a) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in section ~~9-34~~ 9-33 of this chapter.

SECTION 5. Amendment. Chapter 9 “Flood Prevention and Control;” Article VII “Variances and Appeals” of the Town Code of Ordinances, is hereby amended as follows:

ARTICLE VII. - VARIANCES AND APPEALS

Sec. 9-45. - Historic buildings.

A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter ~~11~~ 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

SECTION 6. Amendment. Chapter 9 "Flood Prevention and Control;" Article IX "Definitions" of the Town Code of Ordinances, is hereby amended as follows:

ARTICLE IX. - DEFINITIONS

Sec. 9-52. - General.

Appeal. A request for a review of the Floodplain Administrator's interpretation of any provision of this chapter ~~or a request for a variance.~~

Base flood. A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section ~~1612.2202~~, as amended.] The base flood is commonly referred to as the "100-year flood" or the "one-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section ~~1612.2202~~, as amended.]

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section ~~1612.2202~~, as amended.]; see "Basement (for flood loads)".]

Coastal high hazard area. A special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high

118 hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood
119 Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V. ~~[Note: The FBC, B defines and uses the~~
120 ~~term "flood hazard areas subject to high velocity wave action" and the FBC, R uses the term~~
121 ~~"coastal high hazard areas."]~~

122 *****

123 *Design flood.* The flood associated with the greater of the following two areas: [Also defined in
124 FBC, B, Section ~~1612.2202~~, as amended.]

- 125 (1) Area with a floodplain subject to a one-percent or greater chance of flooding in any
126 year; or
127 (2) Area designated as a flood hazard area on the community's flood hazard map, or
128 otherwise legally designated.

129 *Design flood elevation.* The elevation of the "design flood," including wave height, relative to the
130 datum specified on the community's legally designated flood hazard map. In areas designated as
131 Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the
132 building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas
133 designated as Zone AO where the depth number is not specified on the map, the depth number
134 shall be taken as being equal to two feet. [Also defined in FBC, B, Section ~~1612.2202~~, as
135 amended.]

136 *****

137 *Existing building and existing structure.* Any buildings and structures for which the "start of
138 construction" commenced before October 27, 1972. [Also defined in FBC, B, Section ~~1612.2202~~,
139 as amended.]

140 *****

141 *Flood or flooding.* A general and temporary condition of partial or complete inundation of
142 normally dry land from: [Also defined in FBC, B, Section ~~1612.2202~~, as amended.]

- 143 (1) The overflow of inland or tidal waters.
144 (2) The unusual and rapid accumulation or runoff of surface waters from any source.

145 *Flood damage-resistant materials.* Any construction material capable of withstanding direct and
146 prolonged contact with floodwaters without sustaining any damage that requires more than
147 cosmetic repair. [Also defined in FBC, B, Section ~~1612.2202~~, as amended.]

148 *Flood hazard area.* The greater of the following two areas: [Also defined in FBC, B, Section
149 ~~1612.2202~~, as amended.]

(1) The area within a floodplain subject to a one-percent or greater chance of flooding in any year.

(2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section ~~1612.2~~202, as amended.]

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section ~~1612.2~~ 202, as amended.]

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter ~~44~~ 12 Historic Buildings.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section ~~202~~~~1612.2~~, as amended.]

Special flood hazard area. An area in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section ~~202~~~~1612.2~~, as amended.]

Start of construction. The date of issuance of a building permit for new construction and substantial improvements ~~to existing structures~~, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement,

the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 2021612.2, as amended]

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 2021612.2, as amended.]

Substantial improvement. Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 2021612.2, as amended.]

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure. ~~[See Instructions and Notes]~~

SECTION 6. Amendment. Chapter 9 "Flood Prevention and Control;" Article X "Flood Resistant Development" of the Town Code of Ordinances, is hereby amended as follows:

ARTICLE X. - FLOOD RESISTANT DEVELOPMENT

Sec. 9-55. – Site improvement, utilities and limitations.

- (e) *Limitations on sites in coastal high hazard areas (Zone V).* In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by section ~~9-33(d)~~ 9-32(b) of this chapter demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with section ~~9-59(h)(3)~~ 9-59(f)(3) of this chapter.

220 **Sec. 9-59. - Other development.**

221 (a) *General requirements for other development.* All development, including man-made
222 changes to improved or unimproved real estate for which specific provisions are not specified
223 in this chapter or the Florida Building Code, shall:

224 (1) Be located and constructed to minimize flood damage;

225 ~~(2) Meet the limitations of section 9-55(d) of this chapter if located in a regulated floodway;~~

226 ~~(3)~~ (2) Be anchored to prevent flotation, collapse or lateral movement resulting from
227 hydrostatic loads, including the effects of buoyancy, during conditions of the design
228 flood;

229 ~~(4)~~ (3) Be constructed of flood damage-resistant materials; and

230 ~~(5)~~ (4) Have mechanical, plumbing, and electrical systems above the design flood elevation
231 or meet the requirements of ASCE 24, as amended, except that minimum electric service
232 required to address life safety and electric code requirements is permitted below the
233 design flood elevation provided it conforms to the provisions of the electrical part of
234 building code for wet locations.

235 *****

236
237 **SECTION 7. Codification.** This Ordinance shall be codified in accordance with the
238 foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall
239 become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that
240 the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be
241 changed to “section,” “article” or such other appropriate word or phrase in order to accomplish
242 such intentions.

243 **SECTION 8. Severability.** If any section, sentence, clause, or phrase of this Ordinance
244 is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding
245 shall in no way affect the validity of the remaining portions of this Ordinance.

246
247 **SECTION 9. Conflicting Ordinances.** All prior ordinances or resolutions, or parts
248 thereof, in conflict herewith are hereby repealed to the extent of said conflict.

SECTION 10. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage on second reading.

Passed on the first reading, this ____ day of _____, 2019.

Passed and adopted on the second reading, this ____ day of _____, 2019.

MAYOR CHRIS VINCENT

	First Reading	Second Reading
Mayor Vincent		
Vice-Mayor Sokolow		
Commissioner Oldaker		
Commissioner Strauss		
Commissioner Malkoon		

ATTEST:

Tedra Allen, CMC Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: December 10, 2019

Submitted by: Tedra Allen

Submitting Department: Administration

Item Type: Ordinances 2nd Reading

Agenda Section:

Subject Title:

Ordinance 2019-10 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SETTING MARCH 17, 2020 FOR THE TOWN'S 2020 GENERAL MUNICIPAL ELECTIONS DATE TO COINCIDE WITH THE PRESIDENTIAL PREFERENCE PRIMARY ELECTION DATE AS ALLOWED BY SECTION 101.75, FLORIDA STATUTES; ESTABLISHING THE QUALIFYING PERIOD FOR THE 2020 GENERAL MUNICIPAL ELECTIONS TO OCCUR FROM NOON ON THURSDAY JANUARY 2, 2020 THROUGH NOON ON THURSDAY JANUARY 9, 2020, AS REQUIRED BY THE SUPERVISOR OF ELECTIONS; PROVIDING FOR THE DATE ON WHICH ELECTED OFFICIALS TAKE OFFICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (Tedra Allen, Town Clerk)

Explanation:

Staff received notification from the Broward County Supervisor of Elections Office (SOE) that the information provided regarding the qualifying dates for the 2020 Election being from Noon, January 2, 2020 to Noon, January 8, 2020 is incorrect. Per the SOE the oversight was purely a result of a miscalculation of the first day of qualifying which starts at Noon on January 2, 2020 thru Noon on January 9, 2020.

Recommendation:

Adopt Ordinance 2019-10 on 2nd reading establishing the Qualifying Period for the 2020 General Municipal Election from noon on Thursday, January 2, 2020 thru noon on Thursday, January 9, 2020.

Attachments:

1. Ordinance 2019-10

ORDINANCE 2019-10

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SETTING MARCH 17, 2020 FOR THE TOWN'S 2020 GENERAL MUNICIPAL ELECTIONS DATE TO COINCIDE WITH THE PRESIDENTIAL PREFERENCE PRIMARY ELECTION DATE AS ALLOWED BY SECTION 101.75, FLORIDA STATUTES; ESTABLISHING THE QUALIFYING PERIOD FOR THE 2020 GENERAL MUNICIPAL ELECTIONS TO OCCUR FROM NOON ON THURSDAY JANUARY 2, 2020 THROUGH NOON ON THURSDAY JANUARY 9, 2020, AS REQUIRED BY THE SUPERVISOR OF ELECTIONS; PROVIDING FOR THE DATE ON WHICH ELECTED OFFICIALS TAKE OFFICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

1 **WHEREAS**, for the 2020 election cycle, the 2020 Presidential Preference Primary
2 Election is scheduled to be held on March 17, 2020; and

3 **WHEREAS**, Section 6.1(4) of the Town of Lauderdale-By-The-Sea ("Town") Charter sets
4 the date of the municipal election as the second Tuesday in March, "or as provided for by law";
5 and

6 **WHEREAS**, Section 101.75, Florida Statutes, authorizes municipalities to move their
7 elections to the same date as the Presidential Primary Election (or other statewide or countywide
8 election) by adopting an ordinance; and

9 **WHEREAS**, the Broward County Supervisor of Elections ("Supervisor") has established
10 dates and deadlines for the March 17, 2020 election, and has provided that all qualifying periods
11 be completed no later than Thursday January 9, 2020, in order to meet the Supervisor's timeline
12 for preparation for the March 17, 2020 ballot; and

13 **WHEREAS**, should the Town decide to hold a separate General Municipal Election in
14 March, the Town will be responsible for the total election costs of approximately \$30,000; and

15 **WHEREAS**, if the Town moves its 2020 General Municipal Election date to coincide with
16 the Presidential Preference Primary Election, it will only be responsible for limited election costs,
17 resulting in a significant financial savings to the Town; and

18 **WHEREAS**, Section 101.75, Florida Statutes, provides that the ordinance moving the date
19 of the Town’s General Municipal Election must establish a qualifying period for the election; and

20 **WHEREAS**, the Town Commission deems it to be in the best interest of the citizens and
21 residents of the Town to modify its General Municipal Election in 2020, to coincide with the
22 Presidential Preference Primary Election on March 17, 2020; and

23 **WHEREAS**, the Town Commission desires to schedule the swearing in of duly elected
24 Town Officials.

25 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN**
26 **OF LAUDERDALE-BY-THE-SEA, FLORIDA, THAT:**

27 **SECTION 1. Recitals.** The preceding “Whereas” clauses are ratified and incorporated as
28 the legislative intent of this Ordinance.

29 **SECTION 2. Election Date Modified.** The Town Commission of the Town of
30 Lauderdale-By-The-Sea, pursuant to the authority of Section 101.75, Florida Statutes, modifies
31 the date of its 2020 General Municipal Election to occur on March 17, 2020, to coincide with the
32 Presidential Preference Primary Election.

33 **SECTION 3. Qualifying Period Set.** The Town Commission hereby provides that the
34 qualifying period for the 2020 General Municipal Election shall run for seven (7) calendar days from
35 noon on Thursday January 2, 2020, through noon on Thursday January 9, 2020.

SECTION 4. Swearing In. The Mayor-Commissioner and the Town Commissioners who are elected in the March 2020 election, shall be sworn in and assume the duties of office at the commencement of the first regular Town Commission meeting that is at least two days following the release of certification of the results by the Supervisor of Elections.

SECTION 5. Terms Extended. The term of office for the Mayor-Commissioner and the Town Commissioners currently seated in Seat 3 and Seat 4, shall pursuant to the authority in Section 100.3605 and 166.021(4), Florida Statutes, be extended until their successors to office are sworn in.

SECTION 6. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 7. Conflicts. All prior ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of said conflict.

SECTION 8. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage on second reading.

Passed on the first reading, this ____ day of _____, 2019.

Passed and adopted on the second reading, this ____ day of _____, 2019.

MAYOR CHRIS VINCENT

	First Reading	Second Reading
Mayor Vincent	_____	_____
Vice-Mayor Sokolow	_____	_____
Commissioner Malkoon	_____	_____
Commissioner Oldaker	_____	_____
Commissioner Strauss	_____	_____

63 ATTEST:

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66 _____
Tedra Allen, Town Clerk

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68 APPROVED AS TO FORM:

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71 _____
Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: December 10, 2019

Submitted by: Lucila Lang

Submitting Department: Finance

Item Type: Resolutions

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title:

Resolution 2019-42 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2018/2019 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT “A”; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2018/2019 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE. (Lucila Lang, Finance Director)

Explanation:

In aggregate the actual expenditures in the Administration Department (Dept. 513.000) exceeded the budget by \$121,686, as a result of higher than anticipated expenses in several line items rather than one specific line item.

Under the terms of our agreement, the Town pays CAP Government a percentage of the actual building permit revenues. So, although the building revenues to CAP exceed the budget for this line item, the expenditures are more than offset by the corresponding unanticipated revenues. This Resolution amends the expenditure budget to reflect the actual costs.

The line items in Municipal Services Department (Dept.541.100) overtime salaries exceeded by \$20,172 and professional services exceeded by \$26,184. The Recreation (Dept.572) exceeded the budget by \$8,911 as a result of higher than anticipated expenses in several line items rather than one specific line item.

The Town received \$95,594 from FEMA for Hurricane Irma. A budget amendment is needed to record the FEMA reimbursement. The Town is still in the process of receiving the final FEMA reimbursement.

In September 2019, the Town purchased a piece of property from Community Church of Lauderdale-By-The-Sea, Inc., in the amount of \$16,154. A budget amendment is needed to recognize the cost from contingency to Land Acquisition.

General Fund expenditures for FY 19 came in at \$12,555,933.96, while General Fund revenues totaled \$13,630,226.66.

Recommendation:

Adopt Resolution 2019-42 (Exhibit 1) amending the FY 18/19 Budget

Attachments:

Ex1 – Resolution 2019-42 with Exhibit A

RESOLUTION NO 2019-42

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2018/2019 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A"; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2018/2019 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Town Manager has made recommendations to the Town Commission which require amendment of the 2018/2019 Fiscal Year budget; and

WHEREAS, the Town Commission, in accordance with the requirements of Section 166.241, Florida Statutes, wishes to amend the 2018/2019 Fiscal Year Budget for the transfer of said funds consistent with the recommendations of the Town Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, THAT:

Section 1. Recitals. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference. All exhibits attached hereto are hereby incorporated herein.

Section 2. Budget Amended. The Town Commission of the Town of Lauderdale-By-The-Sea, Florida, hereby amends the 2018/2019 Fiscal Year Town Budget as set forth in Exhibit "A."

Section 3. Appropriations Approved. The appropriations and expenditures set forth in Exhibit "A" are hereby approved.

Section 4. Implementation. The Town Administration is directed to effectuate the appropriations and expenditures reflected in Exhibit "A" by appropriate and necessary transfers.

Section 5. Conflicts. All prior resolutions or parts thereof in conflict herewith are repealed to the extent of such conflict.

Section 6. Severability. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption and shall be applicable retroactively from and after October 1, 2018.

Passed on this _____ day of December, 2019.

MAYOR CHRIS VINCENT

Attest:

Tedra Allen, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

EXHIBIT A to Resolution 2019-42

FY 2018/2019 Budget Amendment

Revenues

Fund	Department / Project Number	Current Budget	Proposed Budget	Variance	Explanation
001 - General	302.000 Building Permits	675,000.00	976,155	301,155	To recognize Revenues in building permits.
	303.000 Hurricane Storm FEMA	-	95,594	95,594	To recognize FEMA funding .
Total Revenues				<u>396,749</u>	

Fund	Department / Project Number	Current Budget	Proposed Budget	Variance	Explanation
001 - General	513.000 Administration	924,860	1,046,546	121,686	The overrun is the result of higher than anticipated costs in regular salaries, overtime salaries, health insurance, HR expenses, contractual services, audit expenses, printing and binding, service maintenance contracts, office supplies, dues and subscriptions, and operating expenses.
001-General	541.100 General	8,000	34,184	26,184	The overrun is due to the higher than anticipated professional services.
001 - General	541.100 General	25,000	45,172	20,172	The overrun is due to the higher anticipated overtime.
001 - General	524.000 Development Services	1,419,106	1,638,901	219,795	The overrun is due to higher than anticipated building permit activity. Under the terms of our agreement with CAP Government, the Town pays CAP a percentage of the building permit revenues.
001 - General	572.000 Recreation	475,339	484,250	8,911	The overrun is a result of higher than anticipated costs in equipment maintenance, buoy maintenance, building maintenance, sea oats, operating expenses and equipment and machinery expenses.
300-Capital	519.000 General	60,044	43,891	(16,154)	This represents a budgetary transfer from Capital Fund Contingency to cover the cost of piece of property on Bougainvillea from Community Church of Lauderdale-By-The-Sea, Inc.
300-Capital	545.152 Land Acquisition	-	16,154	16,154	To cover the purchase of piece of property in Bougainvillea from Community Church of Lauderdale-By-The-Sea, Inc.
Total Expenditures				<u>396,749</u>	



Town Commission Agenda Item Report

Meeting Date: December 10, 2019

Submitted by: Bill Vance

Submitting Department: Parking

Item Type: Resolutions

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title:

Resolution 2019-43 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, MODIFYING THE PARKING FEES BY UPDATING THE HOURLY AND DAILY PARKING RATES; PROVIDING FOR CONFLICTS AND FOR AN EFFECTIVE DATE. (Ken Rubach, Municipal Services Director)

Explanation: On August 11, 2015 the Commission adopted Resolution 2015-30, which established new parking meter and hardship permit rates based on the recommendations in the Parking Strategic Plan.

Currently, the Town has various hourly rates for beach parking meters. These rates range from \$1.50 to \$2.25. The Town is proposing that all beach parking meters be standardized and implement an hourly rate of \$2.25. The parking permit rates will remain the same.

Recommendation: Staff recommends approval of Resolution 2019-43, which implements the parking rates.

Attachments:

1. Resolution 2019-43 w/ exhibit a

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**A RESOLUTION OF THE TOWN COMMISSION OF
THE TOWN OF LAUDERDALE-BY-THE-SEA,
FLORIDA, MODIFYING THE PARKING FEES BY
UPDATING THE HOURLY AND DAILY PARKING
METER RATES; PROVIDING FOR CONFLICTS
AND FOR AN EFFECTIVE DATE.**

WHEREAS, Sections 19-26 and 19-28 of the Lauderdale-By-The-Sea Code of Ordinances provide that the fees and meter rates for parking in the Town will be set by resolution; and

WHEREAS, on August 11, 2015, the Town Commission adopted Resolution No. 2015-30 approving a schedule of fees and meter rates for parking, based on the recommendations of Desman & Associates as provided in their parking study final report presented to the Commission at the April 14, 2015 Commission meeting; and

WHEREAS, the Town Commission finds the adoption of the updated metered rates is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:

SECTION 1. Recitals. Each “WHEREAS” clause set forth above is true and correct and incorporated herein by this reference.

SECTION 2. Fees. Pursuant to Sections 19-26 and 19-28, Lauderdale-By-The-Sea Code of Ordinances, the schedule of parking fees and meter rates is modified and adopted as shown on the schedule attached hereto as Attachment “A.” The new rates shall become effective December 15, 2019.

SECTION 3. Conflict. All resolutions or parts of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

32 **SECTION 4. Effective Date.** This Resolution shall become effective upon
33 passage and adoption.

34 **PASSED AND ADOPTED** this ____ day of December, 2019.

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Mayor Chris Vincent

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39 Attest:

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43 Town Clerk Tedra Allen
44 (CORPORATE SEAL)

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47 APPROVED AS TO FORM:

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51 Susan L. Trevarthen, Town Attorney

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Attachment "A" to Resolution 2019-43

Town of Lauderdale-By-The-Sea

Parking Rates Effective ~~October 1, 2015, October 1, 2016, October 1, 2017, October 1, 2018,~~ January 1, 2020

Line No.	Permit ⁽¹⁾	October 1, 2015		October 1, 2016		October 1, 2017		October 1, 2018		December 15, 2019	
		Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly
1	A1A Parking Lot Government Permit ⁽²⁾										
2	A1A Parking Lot Permit		\$75		\$85		\$95		\$105		\$105
3	Bougainvilla (south) Overnight Parking Permit ⁽³⁾		\$75		\$80		\$80		\$85		\$85
4	Employee Permit		\$18		\$21		\$24		\$27		\$27
5	Event Pre-Paid Permit ⁽⁴⁾										
6	Hardship Permit	\$188		\$225		\$270		\$324		\$324	
7	Hardship Visitor Permit (24 hours)	\$22.50 per permit		\$27.00 per permit		\$32.00 per permit		\$38.00 per permit		\$38.00 per permit	
8	Reserved Parking Space Permit ⁽⁵⁾										
9	Resident Permit ⁽⁶⁾ (CORRECTED)	\$55.00	-	\$55.00		\$60.00		\$60.00	-	\$60.00	
10	Residential Permit - senior ⁽⁶⁾	\$42.50	-	\$45.00		\$47.50		\$50.00	-	\$50.00	
11	Government Official Permit ⁽²⁾					\$0.00		\$0.00		\$0.00	
12	Valet Parking Permit ⁽⁸⁾										
	Application Fee					\$100		\$100		\$100	
	Permit Renewal					\$100		\$100		\$100	
	Permit Revision					\$50		\$50		\$50	
	Meter Rates ⁽¹⁾	June 15, 2015		October 1, 2016		October 1, 2017		October 1, 2018		December 15, 2019	
		Hourly	Daily	Hourly	Daily	Hourly	Daily	Hourly	Daily	Hourly	Daily
10	Beach District	\$2.00				\$2.25		\$2.25		\$2.25	
11	Bougainvilla Drive	\$1.75				\$2.00		\$2.00		\$2.25	
12	Commercial Blvd Business District	\$0.50				\$0.75		\$0.75		\$0.75	
13	West Trade Winds	\$1.00				\$1.25		\$1.25		\$1.25	
14	Friedt Park	\$1.20				\$1.50		\$1.50		\$2.25	
15	A1A Lot	\$1.50	\$10.00			\$1.75	\$11.00	\$2.25	\$12.00	\$2.25	\$12.00
16	South Ocean (4312) Lot	\$2.00	\$10.00			\$2.25	\$11.00	\$2.25	\$12.00	\$2.25	\$12.00
17	El Mar Lot	\$2.00				\$2.25		\$2.25		\$2.25	
18	El Prado Lot	\$1.75				\$2.00		\$2.00		\$2.25	
19	Town Hall Lot (weekend and event parking)(7)	\$1.75				\$2.00		\$2.00		\$2.25	
Policy & Procedures											
(1) <u>Sales Tax</u> : Sales Tax on permits shall be in addition to the permit fee. In off-street parking areas that use Pay Stations, the sales tax shall be in addition to the hourly meter rate. For single space meters, the sales tax shall be included in the hourly fee charged.											
(2) <u>Government Permits</u> : Town Manager is authorized to provide parking permits to governmental agencies without charge for the use of the A1A Parking Lot for periods not to exceed 24 hours and annual permits for the district County Commissioner, and Federal and State Representatives and Senators.											
(3) <u>Bougainvilla Permit</u> : This permit is available to those residing in Town and allows overnight parking in the 22 parking spaces on South Bougainvilla with locations, days, and hours to be determined by the Town Manager based on availability, location and lot usage.											
(4) <u>Pre-Paid Permit</u> : This permit may be approved by the Town Manager for activities such as special events, private events and similar activities. If approved, a pre-paid parking permit shall be specific to the location, time and date. The applicant shall pay the meter rate for the hours the meter is reserved when the meter would otherwise be used by the public.											
(5) <u>Temporary Business Permit</u> : This permit may be approved by the Town Manager upon a showing that the reservation of a specific parking space(s) for a short period of time would reduce the inconvenience to the public and decrease the time necessary for a business to conduct a business activity. The applicant shall pay the meter rate for the hours the meter is reserved when the meter would otherwise be used by the public.											
(6) <u>Resident and Senior Permit Discounts</u> : Effective July 1st of each year, Resident Permits and Senior Resident Permits shall be discounted 40%.											
(7) <u>Waiver of Parking Requirements</u> : Town Manager is authorized to waive parking requirements for Town events or civic organizations meeting at Town Hall or Jarvis Hall or to waive parking requirements or authorize parking on El Mar for people attending Town sponsored events.											
(8) <u>Valet Parking Operations</u> : Valet parking operations may be approved through the special event application process and no Valet Parking Permit Application is required.											



Town Commission Agenda Item Report

Meeting Date: December 10, 2019

Submitted by: Linda Connors

Submitting Department: Development Services

Item Type: Resolutions

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title:

Resolution 2019-44 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT WITH CALVIN GIORDANO & ASSOCIATES FOR CODE COMPLIANCE SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE. (Linda Connors, Development Services Director)

Explanation: The Town selected Calvin Giordano and Associates, Inc. ("CGA") as our Code Compliance contractor in 2011 and they have successfully been providing these services since that time. Their current contract expired on September 30, 2019.

The Town issued RFP 19-06-03 for code compliance services with a deadline set for August 2nd. CGA was the sole respondent to the RFP. At the September 26th meeting, the Town Commission extended the current contract to December 30th to allow staff time to finalize the new contract.

Since the response to the RFP was submitted, we have had the opportunity to improve staffing for our second code officer to one with more administrative experience. Our new code officer, Terry-Ann Boyd-Reynolds' salary is higher than the previous code officer that was proposed in the RFP response, but it does not require us to exceed the \$268,000 that is currently budgeted for Code Compliance in the FY20 budget. Staff is suggesting that the Commission approve the following contract which:

1. Provides for a three-year contract with two optional one-year renewal terms;
2. Provides for an annual escalator clause based on the April CPI index;
3. Includes one full time (40 hours), one full time (35 hours), and one part time (6 hours) staff person as needed per week; and
4. Includes an annual fee of \$253,482 for salary and supplies and \$5,829 for IT services.

Recommendation: Staff recommends approval of Resolution 2019-37 (**Exhibit 1**) approving an agreement with Calvin Giordano and Associates for Code Compliance services (**Exhibit 2**).

Attachments:

1. Resolution 2019-44
2. Code Compliance Services Agreement

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acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Section 4. Authorization to Implement. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this _____ day of December 2019.

Mayor Chris Vincent

Attest:

Town Clerk Tedra Allen, CMC
(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

This Agreement for Code Compliance Services (“Agreement”), made and entered into this ____ day of ____ 2019, by and between the Town of Lauderdale-By-The-Sea, a Florida municipal corporation (the “Town”) and _____ (the “Contractor”).

WITNESSETH:

WHEREAS, on June __, 2019, the Town issued Request for Proposals No. 19-06-03 for code compliance services (“RFP”); and

WHEREAS, on October 7, 2019, the Town Commission approved the award of the RFP to Contractor, the lowest, responsible, responsive bidder whose bid is in the best interest of the City; and

WHEREAS, the Town desires to contract with Contractor for the provision of code compliance services as provided for in the RFP (“Services”), and the Contractor desires to contract with the Town to provide the Services.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Services. Contractor, as an independent contractor, at its own cost and expense, shall perform the Services provided below:

- 1.1 The responsibilities of each party are set out in the Scope of Code Compliance Services, which is **Exhibit A**.
- 1.2 The Contractor shall meet the requirements and perform the services described herein and as described in the RFP, attached hereto and incorporated herein as **Exhibit B** and the Contractor’s Proposal, attached hereto and incorporated herein as **Exhibit C**. The Services required by this Agreement, **Exhibit A, Exhibit B, and Exhibit C** shall be collectively referred to as “**Services.**”
- 1.2 Contractor agrees and acknowledges that Contractor did not take any exceptions to the RFP and is prohibited from exempting any provision of the RFP or of this Agreement in any of Contractor’s Services pursuant to this Agreement. The provisions and requirements of the RFP, attached as **Exhibit B**, are hereby ratified and confirmed and are incorporated herein by this reference. Contractor shall comply with each and every provision of the RFP.

Contractor shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the Services. Contractor shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Contractor to provide the Services required hereunder.

During the term of this Agreement, the TOWN shall provide two (2) vehicles at no cost to the CONTRACTOR, as provided for in Exhibit “A.”

2. Term. This Agreement is for three (3) years from the date of execution by the parties, with two (2) additional one (1) year renewal options.

3. Compliance with Applicable Law. All work hereunder shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by Town. Contractor shall at all times protect Town’s property from all damage and shall repair or replace any damaged property as required by Town.

4. Compensation. The Town shall pay Contractor in consideration for the Services described herein the following amounts:

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

4.1.1 A fee of \$5,828.88 for information technology services, which include the preparation of a customized report for the Town. This fee is paid once per year during the term of this Agreement upon invoice by Contractor.

4.1.2 An annual fee of up to \$268,000 for the Contractor's personnel expenses, operating expenses, and management fee.

4.1.3 Additional hourly services for field code inspectors shall be billed at the regular hourly rate or at an overtime rate when the person actually works over 40 hours per week. The parties shall use the Town definition of overtime.

4.1.4 Hourly services for a Code Supervisor shall be billed at the rate of \$53.01 per hour.

The annual fees specified in this section shall be invoiced by Contractor in equal monthly amounts following the month of service delivery and the Town shall make payment within 10 working days of acceptance of the invoice.

Upon the written request of Contractor, and once documentation demonstrating the basis for a CPI adjustment has been submitted and is acceptable to the Town Manager, the fees listed in this Agreement shall be adjusted, effective October 1 of each year, to account for the change in the annual Consumer Price Index ("CPI"), from the previous period from April 1 to May 31 prior to the October 1 adjustment date, based on the All Urban Consumers, Miami/Fort Lauderdale Region. No CPI Adjustment shall be greater than five percent (5%).

5. Books and Records. Contractor shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply with Section 14. The Town shall have the right to audit the books and records of Contractor related to the services authorized herein upon reasonable notice provided to Contractor. Any incomplete or incorrect entry in such books and records shall be a basis for Town's disallowance and recovery of any payment to Contractor based upon such entry.

6. Indemnity. Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties for work or materials required under or related to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with Contractor's performance or non-performance of this Agreement. The provisions of this section shall survive termination of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

7. Termination. Town Manager may, with or without cause, terminate this Agreement upon sixty (60) days written notice to the Contractor, effective on the date specified in the notice.

8. Notice. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town:	Town Manager
	Town of Lauderdale-By-The-Sea

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

With a copy to: Town Attorney
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

For the Contractor: Dennis Giordano, President
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316

9. Assignment and Changes. Contractor may not assign this Agreement. Any changes to this Agreement must be by written amendment, executed by the parties hereto.

10. Insurance. Contractor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the Town is a named insured with respect to the required coverage. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect.

All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Broward County, Florida. The Town may accept coverage carriers having lower Best's ratings upon review of financial information concerning Contractor and the insurance carrier.

Contractor shall maintain in full force and effect throughout the contract the following types and limitations of insurance coverage:

1. **Comprehensive General Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$1,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors' coverage.
2. **Workers' Compensation Insurance** – Statutory.
3. **Comprehensive Automobile Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; \$1,000,000 Hired and Non-Owned Auto Liability.
4. **Professional Liability** – \$5,000,000.00 policy to be written on a claims-made basis.

11. Entire Agreement. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

12. Contractor Representations. Contractor represents the following: Contractor is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Contractor have been duly authorized; this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms; and no consent of any other person or entity to such execution, delivery and performance is required.

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

13. Independent Contractor. This Agreement does not create an employee/employer or joint venture relationship between the parties. Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded to classified or unclassified employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

14. Warranties & Representations of Contractor.

A. CONTRACTOR warrants to the TOWN that CONTRACTOR is a Florida corporation and is in good standing with the State as a valid corporation and that CONTRACTOR possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Broward to perform the work herein described. If CONTRACTOR'S licenses are revoked, suspended or otherwise in jeopardy or threatened to be in jeopardy, the CONTRACTOR shall immediately notify the TOWN pursuant to this Agreement.

- i. CONTRACTOR represents that it has the ability, skill and resources to complete its responsibilities as required by this Agreement.
- ii. The execution, delivery, consummation, and performance under this Agreement will not violate or cause the CONTRACTOR to be in default of any provisions of its governing documents or rules and regulations or any other agreement to which the CONTRACTOR is a party or constitute a default thereunder or cause acceleration of any obligation of CONTRACTOR thereunder.
- iii. CONTRACTOR represents it will maintain a Drug Free Workplace through the term of this Agreement.

15. Subcontractor. Subcontractors, if needed, shall be subject to the prior written approval of the TOWN Manager.

16. Default.

A. DEFAULTS. Any of the following events shall constitute a default and breach of this Agreement:

- i. Failure of CONTRACTOR to perform the Services as required herein at any time during the Term or during any renewal; or
- ii. Failure of CONTRACTOR to obtain the approval of the TOWN where required by this Agreement; or
- iii. Failure of the CONTRACTOR to perform any covenant, condition, agreement or provision contained herein; or
- iv. CONTRACTOR files for bankruptcy, is subject to receivership proceedings or is otherwise insolvent.

B. REMEDIES. Upon the occurrence and continuance of a Default by the CONTRACTOR, the TOWN may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:

- i. Terminate and cancel this Agreement; or
- ii. Withhold payment or performance under this Agreement until such time as such Default is cured; or

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

- iii. Cure such Default and recover the costs thereof, together with interest thereon at the lesser of 18% or the maximum legal rate permitted by Applicable Law; or
- iv. Seek injunctive relief to enjoin any act of the CONTRACTOR in violation hereof; or
- v. Seek specific performance of any covenant or obligation from the CONTRACTOR; or
- vi. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.

17. Ownership of Documents. Upon expiration or termination of this Agreement for any reason, Contractor shall provide to Town a copy of all documents created for Town, or created pursuant to this Agreement, in a format that is compatible with the Town's information technology systems. Receipt of all such documents is a condition precedent to final payment hereunder by Town to Contractor.

18. Chapter 119 (Public Records). The Contractor shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

(a) Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

(b) Upon request from the Town's custodian of public records, Contractor shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.

(d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(e) Any compensation due to Contractor shall be withheld until all records are received as provided herein.

(f) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4200, TedraA@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

19. Scrutinized Companies

- a. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

20. Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.

21. Waiver of Jury Trial. The Town and Contractor **knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings** in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

22. Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida. If either the Town or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

23. No Contingent Fees. Contractor warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

24. Ethics.

- a. Contractor warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
- b. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

contract or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.

- c. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.
- d. Contractor covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. CONTRACTOR covenants that it will conduct no activity or provide any service that is unlawful or offensive.

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Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

TOWN:	CONTRACTOR:
TOWN OF LAUDERDALE-BY-THE-SEA	
By: _____ William Vance, Town Manager	By: _____

By: _____
Lucila Lang, Finance Director

Attest: _____
Tedra Allen, Town Clerk

Approved as to Form and Legal Sufficiency:

Town Attorney Susan L. Trevarthen

SCOPE OF CODE COMPLIANCE SERVICES

1.1 Operations

- A. CONTRACTOR will provide a comprehensive code compliance program (“the Code Compliance Program”) by providing all aspects necessary to obtain enforcement of the code compliance provisions of the Town Code and as indicated in permits issued by the TOWN, including all transition efforts from the existing program and ongoing and continuous planning, organizing, communications, administration, staffing, field enforcement, customer service, public education, information technology, and prosecution before the Special Magistrate. For purposes of this paragraph “transition” shall include continued prosecution and compliance inspections by CONTRACTOR of all open code compliance cases existing prior to the effective date of this Agreement.
- B. Code compliance services will be operated and administered at the direction of the Town Manager or designee.
- C. CONTRACTOR will provide administrative support for the Special Magistrate proceedings, which includes but is not limited to:
 - 1) Determine which cases shall be scheduled for Special Magistrate.
 - 2) Coordinate with Town departments and citizens that have an interest in cases before the Special Magistrate.
 - 3) Process cases/files for all matters authorized to be heard before the Special Magistrate.
 - 4) Prepare and present case documentation at Special Magistrate hearing.
 - 5) Prepare all hearing notices, including recurring/repeating cases.
 - 6) Assist Town Attorney with all foreclosure related inquiries.
 - 7) Assist Town Attorney with preparation for hearings before the Special Magistrate, trials heard in the County Court, appeals of Special Magistrate orders in Circuit Court and requests for relief from code enforcement liens.
 - 8) Work with Town department representatives, other inspectors, the Town Attorney and outside enforcement agency representatives as part of a “team” to develop and prosecute cases that have violations before the Special Magistrate or in County Court.
 - 9) Implement the TOWN’S Nuisance Abatement Program, which includes presenting cases to a Nuisance Abatement Board or other TOWN board created for this purpose under all applicable Code provisions, including any enacted after the date hereof.
 - 10) Respond to all requested depositions as ordered.
 - 11) Prepare all file and records retention, archiving, and purging matters, in accordance with the requirements for records retention set forth in Florida Statutes.

Exhibit A

- 12) Process necessary documentation to record and remove liens.
 - 13) Provide any other labor and efforts necessary to assist the Special Magistrate in conducting all necessary proceedings.
- D. CONTRACTOR shall attend meetings with the Town Commission, neighborhood organizations, community businesses, and citizens to the extent requested by the Town Manager or designee. This function is delivered as a priority by the CONTRACTOR to ensure the appropriate representation of the TOWN, education of the public, and enhancement of service delivery.
- E. Compliance philosophy, priorities, and community standards will be established by the TOWN and actively implemented by the CONTRACTOR, tailored to the TOWN'S discretion.
- F. All administrative and field compliance activities will be automated electronically by CONTRACTOR; utilizing CONTRACTOR'S operating software. All compliance officers and operations will be supported utilizing ruggedized laptops with real time online data, and electronic signature to increase efficiencies and time in the field. All start up, data entry, and ongoing support will be conducted by the CONTRACTOR.
- 1) Upon termination of this Agreement, CONTRACTOR shall allow the TOWN to continue utilizing the Program for 90 days, or until the TOWN has implemented a new system. Upon the expiration of the 90 days, or once the TOWN has implemented a new system, CONTRACTOR shall transfer and provide to TOWN all code compliance operational and financial data, including all violation information and photographs for all violation cases from the preceding fiscal year on disk or other media that can be read and stored on the TOWN'S computers in Microsoft Word, Excel or other similarly viewable format approved by TOWN.
 - 2) CONTRACTOR shall maintain and utilize TOWN'S software system for cases already open when it initiates code compliance Services under this Agreement, until and unless CONTRACTOR transfers all open case information to CONTRACTOR'S operating system with prior notice of same to the TOWN.
 - 3) CONTRACTOR shall train a number of TOWN staff that will provide support or backup in the use of the operating software. The operating software will be loaded on a number of TOWN's computer as necessary for this purpose.
- G. The principles of excellent customer service will be addressed, instilled and trained as an ongoing high priority to ensure that the public interest is served at a high level to gain Code compliance. Citizens and business operators shall be treated with respect and professionalism at all times.

Exhibit A

- H. Training and professional development will be conducted on an ongoing basis to provide the highest level of service possible to the TOWN and its citizens. Moreover, CONTRACTOR recognizes the Town Commission will amend its Code of Ordinances to modify or enact additional regulations. CONTRACTOR will be responsible to enforce such regulations as they become enacted. The TOWN shall provide the CONTRACTOR with copies of all adopted ordinance changes subsequent to the date hereof that are applicable for enforcement by the CONTRACTOR.
- I. CONTRACTOR'S staff will work cooperatively with and in support of all other TOWN staff and functions to create both a smooth transition and a long term successful code compliance program, and will coordinate its compliance efforts with TOWN departments as appropriate.
- J. The CONTRACTOR will assist in the drafting of revisions to existing ordinances and new ordinances as directed by TOWN to improve the appearance of the TOWN, to address concerns raised by the public, to aide in the operation of the Code Compliance Program, or to provide new guidelines.
- K. CONTRACTOR'S staff will consult with the Town Attorney's Office designated personnel on code compliance cases involving parties represented by legal counsel, and also with regard to other legal matters as required.

1.2 Personnel

The CONTRACTOR will provide the following resources:

- A. Vice President of Operations who shall be the Contract Administrator for CONTRACTOR.
- B. Project Manager who shall provide effective supervision of CONTRACTOR'S personal assigned to TOWN.
- C. Code Compliance Inspectors
 - 1) One (1) full-time Code Compliance Inspector with the onsite responsibility for Code Compliance Services (40 hours a week).
 - 2) One (1) full-time Code Compliance Inspector with the onsite responsibility for Code Compliance Services (35 hours a week).
 - 3) One (1) six (6) hour a week maximum part-time Code Compliance Inspector, upon request.
- D. These personnel shall facilitate the resolution of all violation, cases, and enforcement actions in order to gain compliance with the TOWN's Code of Ordinances, the Florida Building Code, and other applicable local jurisdiction code issues.

Exhibit A

- E. All code compliance inspectors utilized under this Agreement shall have obtained at a minimum Level-I Certification from the Florida Association of Code Enforcement prior to commencing the code compliance services described herein. Thereafter, all Code Compliance Inspectors shall be required to additionally obtain Level II Certification within one year from commencement of duties in the TOWN.
 - F. All code compliance supervisors utilized under this Agreement shall have obtained at a minimum a Level-II Certification from the Florida Association of Code Enforcement prior to commencing the code compliance services described herein. Thereafter, all code compliance supervisors shall be required to obtain a Level III Certification within one year from commencement of duties in the TOWN.
 - G. Should the certification levels prescribed in Sections F and G above be modified or eliminated, the inspectors and supervisors will be required to take and pass the courses covering the equivalent subject matter.
 - H. It will be the CONTRACTOR'S sole responsibility to employ, manage, and compensate fully, all staff provided by CONTRACTOR under this Agreement. All personnel actions will also be conducted solely by the CONTRACTOR, and will be carried out as necessary to ensure the successful implementation of all code compliance services under this Agreement. However, the TOWN does retain the right and ability to disapprove the assignment of specific personnel to perform services for the TOWN, on a case by case basis. This right includes both new hires and existing employees of the CONTRACTOR, who may at times be assigned to the TOWN. If requested by the TOWN, the CONTRACTOR will change personnel assigned to this services under this Agreement to the satisfaction of the TOWN.
 - I. Office supplies and materials and uniforms, with appropriate identification shall be provided by the CONTRACTOR.
- 1.3 Hours of Operation
- CONTRACTOR shall provide code compliance services Monday through Sunday on a schedule approved in writing by the Town Manager. The schedule may be modified to accommodate services requests of TOWN. CONTRACTOR acknowledges services may be required outside the normal working hours of TOWN. CONTRACTOR shall provide such services at no extra cost.
- 1.4 CONTRACTOR shall provide monthly performance reports to the Town Manager to include but not be limited to:
- a) New code compliance cases opened including a description of the derivation, whether through a complaint or CONTRACTOR'S initiative,
 - b) Outstanding code compliance cases and their status,
 - c) Number of inspections,
 - d) Number of re-inspections,

Exhibit A

- e) Code compliances cases closed,
- f) Code compliance cases scheduled before the Special Magistrate,
- g) Revenue collected,
- h) Revenue outstanding (uncollected),
- i) Staffing roster, including weekly hours worked per position, and
- j) Liens filed or released.

Additional reports and information shall be provided as requested by the TOWN at no cost to the TOWN.

CONTRACTOR shall submit an annual report to the TOWN by or before November 30th of each year. The report will cover the previous fiscal year and will summarize productivity measures reported on a monthly basis. The report will also provide measureable performance goals to be achieved for the following year, special projects to be implemented and any other additional information requested by the TOWN.

1.5 Other

- 1.5.1 CONTRACTOR will provide, at CONTRACTOR'S expense, automatic vehicle location (AVL) equipment for the assigned code compliance vehicles.
- 1.5.2 CONTRACTOR will be responsible for purchasing and maintaining all required vehicle insurance.
- 1.5.3 Revenue collections associated with the services provided in this Agreement will be conducted by the TOWN. All revenues associated with code compliance and Special Magistrate shall be owned and retained by the TOWN.

2. TOWN Resources

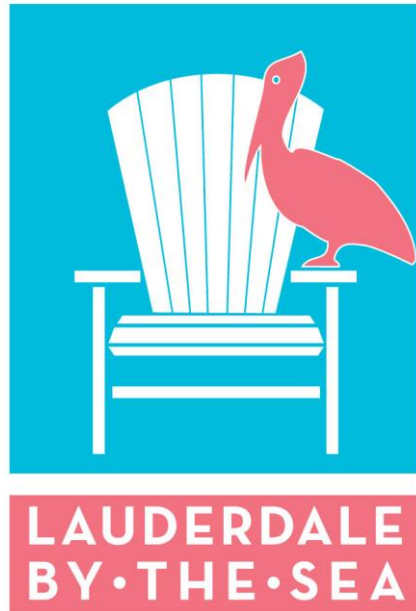
The TOWN shall provide the following:

- 2.1 Office space for each code inspector, which includes utilities, and the use of office telephones, a copier, desks and internet connection.
- 2.2 TOWN stationary, notices and forms and the related postage.
- 2.3 The Special Magistrate and clerical support for the Special Magistrate, including:
 - 2.3.1 Preparation of the agenda, minutes and orders.
 - 2.3.2 Maintenance of records of all orally pronounced orders.
 - 2.3.3 Preparation, execution and attestation of all necessary orders.
- 2.4 During the Term of this Agreement the TOWN will provide two (2) vehicles at no cost to the CONTRACTOR, subject to the following requirements:
 - 2.4.1 The vehicles shall be used by CONTRACTOR only for Services required and authorized herein.

Exhibit A

- 2.4.2 The vehicles shall remain within the municipal boundaries of the TOWN unless specifically authorized in writing by TOWN Manager or designee.
 - 2.4.3 All vehicle maintenance and repairs will be the responsibility of the TOWN.
 - 2.4.4 TOWN will provide a fuel card for code compliance vehicles at no cost to CONTRACTOR. CONTRACTOR shall comply with TOWN internal controls policies for fuel usage.
 - 2.4.5 Upon the expiration or termination of the Agreement, whichever occurs earlier, all code compliance vehicles will be returned to the TOWN free and clear of all Liens and in their original, good working condition, reasonable wear and tear excepted.
- 2.5 TOWN shall provide CONTRACTOR access to all TOWN records relevant to code compliance, including past code files, building permits and plans, sign permits, development and site plans and occupational license records.

Town of Lauderdale-By-The-Sea



REQUEST FOR PROPOSAL No. 19-06-03

CODE COMPLIANCE SERVICES

RFP OPENING: August 2, 2019, 2:00 P.M.

Town Hall

4501 Ocean Drive

Lauderdale-By-The-Sea, FL 33308

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
REQUEST FOR PROPOSALS NO. 19-06-03

The Town of Lauderdale-By-The-Sea, Florida invites qualified firms to submit proposals to provide:

RFP Name: ***CODE COMPLIANCE SERVICES***
RFP No. 19-06-03

The Town intends to award a contract to a firm to provide services necessary for the project (the "Project") described herein.

The Town of Lauderdale-By-The-Sea, Florida (the "Town") will receive sealed proposals until 2:00 p.m. (local), Friday, August 2, 2019, in Town Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

See Part II, Section G, for information regarding submitting a proposal.

The Town's contact information for this RFP is:

Town Clerk
4501 Ocean Drive
Lauderdale-by-the-Sea, Florida 33308
Telephone: 954-640-4201
Email: TedraA@lbts-fl.gov

RFP documents may be obtained at the Town of Lauderdale-By-The-Sea website at www.lauderdalebythesea-fl.gov and this RFP is posted on www.Demandstar.com. All addendums will be posted and disseminated by DemandStar.

If you do not have internet access, you may obtain the documents by contacting the Town Clerk.

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

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Appendix

Appendix A - Proposed Contract

CODE COMPLIANCE SERVICES

Lauderdale-By-The-Sea RFP No. 19-06-03

PART I - STATEMENT OF WORK

A. *OBJECTIVE*

The Town is requesting sealed proposals from qualified and experienced firms for Code Compliance Services in accordance with requirements of Florida Statutes, the Town Code and all other applicable laws and codes.

Upon the Town Commission's ranking of the qualifications of the firms recommended by the Evaluation Committee, the Town will enter into negotiations with the number one ranked firm. If no contract is reached, the Town will enter into negotiations with the next firm ranked in descending order.

The Town's goals are to:

1. Provide a proactive and comprehensive code compliance program;
2. Streamline the inspection and enforcement process;
3. Improve communication with residents, property owners, businesses, and neighborhood associations; and,
4. Maintain the Town's reputation as a municipality where code compliance is conducted in a fair, timely, and competent manner.

B. *GENERAL INFORMATION*

The Town of Lauderdale-By-The-Sea is a coastal community of 6,135 year-round residents with a winter seasonal population of twice that amount. The limits of the Town include Terra Mar Island to the north, the Atlantic Ocean on the east, and the Intracoastal Waterway on the west. The southern boundary of the Town abuts Fort Lauderdale's Galt Ocean Mile.

Lauderdale-By-The-Sea is characterized single family neighborhoods and high-rise condominiums in the northern section of the Town and by low-height residential and hotel structures in the southern section. The Town's commercial district is primarily located on Commercial Boulevard in the southern section of the Town. The hospitality industry is an important part of the Town's economy and contributes greatly to its appeal and character.

After providing code enforcement directly with Town employees, the Town contracted with Calvin Giordano to provide Code Compliance Services for calendar year 2012. Currently, there are two full-time employees dedicated to code enforcement activities. The Town currently provides the bulk of the administrative support for Code Compliance activities and schedules a monthly meeting with a Special Magistrate to review code cases and establish fines. Each month, approximately 50 cases are scheduled for the Magistrate meetings.

The majority of the code violations in Town are related to property maintenance. As a beach town, we are experiencing an increase in vacation rentals, and our code officers work diligently

CODE COMPLIANCE SERVICES

Lauderdale-By-The-Sea RFP No. 19-06-03

to ensure that the Town's regulations are followed so that the balance between our tourists and residents is maintained. We take a very proactive and hands-on approach in working with our Town residents, businesses and property owners to resolve code compliance issues. Therefore, it is imperative that our code officers have excellent communication and problem-solving skills. We require at least one 8-hour shift on Saturday or Sunday. Night-time hours are occasionally required.

C. SCOPE OF WORK

1. General

The successful Proposer shall be an independent contractor. The individuals assigned to work for the Town by the PROPOSER shall be employees of PROPOSER and shall be subject to the written approval by the Town. Neither PROPOSER nor PROPOSER'S employees shall be Town employees.

The successful PROPOSER shall execute a written contract (Appendix "A") with Town.

The Town will provide office space in the Development Services Department for personnel employed by the successful PROPOSER assigned to Town work.

2. Qualifications of the Proposer

The PROPOSER shall have a minimum of three (3) years of successful experience in providing Code Compliance Services to other local government entities in the State of Florida.

3. Financial Stability of the Proposer

PROPOSER shall demonstrate financial stability and provide the following evidence of such stability:

The PROPOSER shall provide a copy of the PROPOSER'S last three annual financial reports, last three audited financial statements, most recent 10K and 10Q report (the latter reports if applicable). In the event the PROPOSER does not have audited financial statements, they may substitute non-audited financial statements and complete federal tax returns for the last three calendar years.

Financial reports provided shall include, at a minimum, a Balance Sheet, and Income Statement, and a Statement of Cash Flows.

4. Responsibilities of the Parties

The responsibilities of each party are set out in the Scope of Code Compliance Services, which is Exhibit "A" to the Agreement for Code Services, which is included in Appendix "A".

CODE COMPLIANCE SERVICES

Lauderdale-By-The-Sea RFP No. 19-06-03

5. Quality Control

The Town retains the right to assign a Town representative or an independent contractor to oversee the work of the proposer, including the right to accompany and observe inspectors on their inspections.

6. Town Approval of Personnel

Assignment of the PROPOSER'S personnel to the Town's work is subject to written approval of the Town. In addition, the Town Manager shall have the right to request the removal of specific personnel assigned by the PROPOSER to the Town's work, which request shall not be arbitrary or capricious. Such requests must be submitted to the PROPOSER in writing and the PROPOSER shall comply with the request within ten (10) working days or more quickly at the request of the Town if the reason for the request warrants quick action.

7. Vehicles

The Town has two (2) Code Compliance vehicles, which it will provide at no cost to the CONTRACTOR. See Section 2.4 in Exhibit "A" for details. The Town will pay the cost of fuel directly.

8. Compensation for Services

RFP Form C, PRICE PROPOSAL FORM shall be used to document the PROPOSER'S fees. The Town will pay the selected PROPOSER monthly in accordance with the Florida Prompt Payment Act. Payment or a portion of payment may be withheld for failure of the PROPOSER to comply with the terms, conditions or requirements of the contract. Undisputed amounts shall be paid.

9. Transition Plan

Ensuring a smooth, seamless transition is of critical importance to the Town. PROPOSER shall provide a detailed description of how the PROPOSER suggests services be transitioned to the PROPOSER. The Town retains the right to modify the transition plan in its sole discretion after discussions with Town's current Contractor and the PROPOSER.

10. Term of Contract and Termination Provisions

The Town anticipates entering into a contract with the successful PROPOSER for a three-year term, with the opportunity for two (2) one (1) year renewal at the Town's option. Notwithstanding, the contract shall be terminable at will by the Town upon providing sixty (60) days written notice to the successful PROPOSER.

D. QUALIFICATIONS OF THE PROPOSER'S PERSONNEL

All personnel assigned by the PROPOSER to the Town's work shall be fluent in English and have excellent communication and customer service skills. Conversational Spanish is an additional beneficial skill.

CODE COMPLIANCE SERVICES

Lauderdale-By-The-Sea RFP No. 19-06-03

1. Licenses and Certifications

The PROPOSER shall insure that the individuals assigned to perform the work called for in this scope of service have the licenses and/or certifications specified in the Agreement for Code Services (**Appendix "A"**) and any additional licenses or certifications that Broward County or the State of Florida require to perform the work described during the term of any contract with the Town.

It shall be the duty of the PROPOSER to monitor the required licenses and certification of individuals assigned to the Town's work to make sure that they are and remain current. The PROPOSER shall immediately remove an individual from performing Lauderdale-By-The-Sea's work if their required license or certification lapses or is suspended.

2. Background and Screening

The successful PROPOSER shall certify that each of its staff personnel assigned to the Town has undergone a criminal background investigation and that no person assigned to Town work has been convicted of any felony or any misdemeanor involving moral turpitude.

E. INSURANCE

The successful Proposer shall maintain in full force and effect throughout the contract:

- (a) insurance coverage reflecting the minimum amounts and conditions required by the Town, and
- (b) any required licenses.

Insurance Requirements are listed in Section 10 of the Professional Services Agreement, which may be found in Appendix "A".

F. EVALUATION COMMITTEE

The Town Manager shall assign an Evaluation Committee to determine the responsiveness of each proposal. Failure of the PROPOSER to have provided required information in their RFP response will disqualify any proposal as non-responsive, and such proposal will not be considered. The Evaluation Committee may, however, waive small irregularities in the proposal that are not material to the evaluation of the proposal. The Evaluation Committee may disqualify any proposal that make false statements.

The evaluation of Proposals and the determination of conformity and acceptability will be based on information furnished by the PROPOSER as well as such information reasonably available to the Town. The Evaluation Committee may make such investigations as it deems necessary to determine the ability of the PROPOSER to perform the services and the PROPOSER shall provide the Town in a timely manner all such additional information for this purpose that the Town may request.

Proposals will be evaluated and ranked based on, among additional factors, the following:

- 1. The Proposer's past experience and performance on comparable contracts.

CODE COMPLIANCE SERVICES

Lauderdale-By-The-Sea RFP No. 19-06-03

2. The quality of the firm's professional personnel to perform the services outlined in this RFP.
3. The proposed cost of the service.

Each member of the Evaluation Committee will review and evaluate each Proposal. The full Evaluation Committee will then convene to determine which proposals, if any, are non-responsive, to review and discuss evaluations of the remaining proposals, and to rank the Proposers.

Depending on the number of proposals submitted, the Evaluation Committee may short-list the firms down to three (if available) and then rank those three firms.

The Evaluation Committee may also decide to interview the short-listed Proposers before determining their final ranking of the proposals.

The Evaluation Committee shall forward their rankings to the Town Commission. The Town Commission shall make the final Evaluation decision, based on information provided from the Evaluation Committee.

PART II: RFP GENERAL INFORMATION

A. DEFINITIONS

For the purposes of this Request for Proposals (RFP):

Proposer shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFP.

Town shall mean the Town of Lauderdale-By-The-Sea, Town Commission or Town Manager, as applicable, and any officials, employees, agents and elected officials.

Contact information for the purpose of this RFP shall mean:

Town Clerk
4501 Ocean Drive
Lauderdale-by-the-Sea, Florida 33308
Telephone: 954-640-4202.
Email: TedraA@lbts-fl.gov

B. INVITATION TO PROPOSE

The Town solicits proposals from responsible Proposers to perform work for or provide goods and/or services to the Town as specifically described in Part I, Statement of Work.

CODE COMPLIANCE SERVICES

Lauderdale-By-The-Sea RFP No. 19-06-03

C. CONTRACT AWARDS

The Town Commission anticipates entering into a contract with the Proposer who submits the proposal judged by the Town to be most advantageous. The Town anticipates awarding one contract, but reserves the right to award more than one contract if in its best interest. If the Town selects a Proposal, the Town will provide a written notice of the award.

The Proposer understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the Proposer. A contract or agreement is not binding until a written contract or agreement has been approved as to form by the Town Attorney and has been executed by both the Town and the successful Proposer.

D. PROPOSAL COSTS

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

E. INQUIRIES

The Town will not respond to oral inquiries. Proposers may mail or electronic mail written inquiries for interpretation of this RFP to the attention of the Town Clerk. Please mark the correspondence "RFP No. 19-06-03 QUESTION".

The Town will respond to written inquiries received at least 3 working days prior to the date scheduled for receiving the proposals. The Town will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the Town will email, mail or fax written addenda to any potential Proposer who has provided their contact information to the Clerk. Although the Town will make an attempt to notify each prospective Proposer of the addendum, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

F. DELAYS

The Town may postpone scheduled due dates in its sole discretion. The Town will attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

G. PRE-PROPOSAL MEETING

No pre-proposal meeting is scheduled.

H. PROPOSAL SUBMISSION

Proposers shall submit one (1) original proposal, three (3) copies and one proposal in a PDF file format - all in a sealed, opaque package. The package shall be clearly marked on the outside as follows:

CODE COMPLIANCE SERVICES

Lauderdale-By-The-Sea RFP No. 19-06-03

To: Town of Lauderdale-By-The-Sea

RFP No. 19-06-03

Title: **CODE COMPLIANCE SERVICES**

Submitted by: _____

Address: _____.

Proposals shall be submitted in person or by mail. Electronic mail submittals are not accepted.

Late submittals, additions, or changes will not be accepted and will be returned to the bidder unopened.

Due to the irregularity of mail service, the Town cautions Proposers to assure actual delivery of proposals to the Town prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling the Office of the Town Clerk before proposal opening time. Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the opening. Proposals, once opened, become property of the Town and will not be returned.

I. PROPOSAL FORMAT

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified herein. Unless otherwise specified, Proposers shall use the proposal forms provided by the Town herein. These forms may be duplicated, but failure to use the forms may cause your proposal to be rejected. Any erasures or corrections on the form must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or competed in ink. Proposals shall be signed in ink. When an RFP requires multiple copies, they may be included in a single envelope or package that is properly sealed and identified.

All proposals shall be submitted as specified in this RFP. Any attachments shall be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals lacking this reference may be considered to have no reference material included in the additional documents.

Proposers shall prepare their proposals using the following format:

1. Letter of Transmittal

This letter will summarize in a brief and concise manner, the Proposer's understanding of the scope of work and make a positive commitment to provide its services on behalf of the Town. The letter must name all of the persons authorized to make representations for or on behalf of the Proposer, and must include their titles, addresses, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the Proposer must sign the letter of transmittal.

CODE COMPLIANCE SERVICES

Lauderdale-By-The-Sea RFP No. 19-06-03

2. Title Page

The title page shall show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the RFP No. and the Project name.

3. Table of Contents

Include a clear identification of the material by section and by page number.

4. Organization Profile and Qualifications

This section of the proposal must describe the Proposer, including the size, range of activities, and experience providing similar services.

Each Proposer must include:

- Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.
- Resumes and professional qualifications of all primary individuals and identify the person(s) who will be the Town's primary contact and provide the person(s)' background, training, experience, qualifications and authority.
- Completed RFP Forms A, B, C, and D. All RFP forms are included as exhibits this document.

5. Experience

The Proposer must describe its expertise in and experience with providing goods and/or services similar to those required by this RFP. Describe previous experience relating to the Scope of Work requested in this RFP. Has the firm worked for other governmental entities, particularly municipalities? If so, please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishment for each.

6. Approach to Providing Services

This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach, activities and work products to be provided.

7. Compensation

The proposal shall document the fee proposal for the goods and/or services on RFP Form C.

8. Additional Information

Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the proposal.

9. Exceptions

Any and all exceptions to the RFP should be explained in this section as well as any exceptions or requests to modify the Town Agreement (Appendix "A").

CODE COMPLIANCE SERVICES

Lauderdale-By-The-Sea RFP No. 19-06-03

J. PROPOSAL – Procedural Information

1. Interviews

The Town reserves the right to conduct personal interviews or require presentations prior to selection. The Town is not responsible for any expenses which Proposers may incur in connection with a presentation to the Town or related in any way to this RFP.

2. Request for Additional Information

The Proposer shall furnish such additional information as the Town may reasonably require. This includes information, which indicates financial resources as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation. Failure to provide additional information requested may result in disqualification of the proposal.

3. Proposals Binding

All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following opening. Town may desire to accept a proposal after this time. In such case, Proposer may choose whether or not to continue to honor the proposal terms.

4. Alternate Proposals

An alternate proposal is viewed by the Town as a proposal describing an approach to accomplishing the requirements of this RFP which differs from the approach set forth in the solicitation. An alternate proposal may be a second proposal submitted by the same Proposer, which differs in some degree from the prior proposal or from this RFP. Alternate proposals may be in the area of technical approach, or other provisions or requirements of this RFP. The Town will, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the Town's best interest.

5. Proposer's Certification Form

Each proposer shall complete the "Proposer's Certification" form included as RFP Form D and submit the form with the proposal. This form **must** be acknowledged before a notary public with notary seal affixed on the document.

K. PUBLIC RECORDS

Proposals are public documents and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the Proposer's responsibility to become familiar with these concepts. The contract will include a provision wherein the Proposer releases and agrees to defend, indemnify, and hold harmless the Town and the Town's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records.

CODE COMPLIANCE SERVICES

Lauderdale-By-The-Sea RFP No. 19-06-03

L. IRREGULARITIES; REJECTION OF PROPOSALS

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. The Town also reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. All information required by this RFP must be supplied to constitute a proposal.

M. EVALUATION METHOD AND CRITERIA

1. General

The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The Town reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including shareholders, principals and senior management, before making an award. Awards, if any, will be based on both an objective and subjective comparison of proposals and Proposers. The Town's decisions will be final. The Town's evaluation criteria may include, but shall not be limited to, consideration of the following:

- A. ability to meet set standards;
- B. availability of qualified personnel;
- C. compensation;
- D. expertise of personnel;
- E. financial resources and capabilities;
- F. past contracts with other governmental jurisdictions;
- G. past performance records;
- H. qualifications of Proposer;
- I. references;
- J. related experience in Florida;
- K. technical soundness of proposal; and,
- L. time frames.

2. Selection

The Town Manager may conduct the selection process, or at the option of the Town Manager, it may be referred to a selection committee (the "Committee"). Either the Town Manager or the Committee will review all proposals received and establish a list of selected Proposers deemed to be the most qualified to provide the service requested based in part on the criteria set forth above. The Town Manager may submit a recommended firm or a "short list" or a combination of a recommended firm and the "short list" to the Town Commission and the Town Commission shall make a final award. The Town Manager may request oral presentation from the Proposers. Proposers are advised that the Town reserves the right to conduct negotiations with the most qualified Proposer,

CODE COMPLIANCE SERVICES

Lauderdale-By-The-Sea RFP No. 19-06-03

but may not do so. Therefore, each Proposer should endeavor to submit its best proposal initially.

N. REPRESENTATIONS AND WARRANTIES

In submitting a proposal, Proposer warrants and represents that:

1. Proposer has examined and carefully studied all data provided, and any applicable Addenda; receipt of which is hereby acknowledged.
2. Proposer has visited the relevant site, if any, and is familiar with and satisfied as to the general, local and "site" conditions that may affect cost, progress, and performance of goods and/or services in their proposal.
3. Proposer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the goods and/or services in their proposal.
4. If applicable, Proposer has obtained and carefully studied (or assumes responsibility for having done so) all documents available related to the subject of the RFP and performed any examinations, investigations, explorations, tests, studies and data concerning conditions that may affect cost, progress, or performance of the goods and/or services that relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Proposer, including safety precautions and programs incident thereto.
5. Proposer has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in this RFP and any addenda thereto, and the written resolution thereof by the Town is acceptable to Proposer.
6. The RFP is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal that is submitted.
7. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the Town has any interest, financially or otherwise, in the RFP or contract.

O. Town Contract

The selected Proposer is expected to execute the Town's professional services contract for Professional Services Agreement, which is included in Appendix "A".

PROPOSER SHALL CLEARLY AND PROMINENTLY NOTE ANY AND ALL EXCEPTIONS OR REQUESTS FOR MODIFICATION TO THE TOWN'S AGREEMENT FOR CODE COMPLIANCE SERVICES.

CODE COMPLIANCE SERVICES

Lauderdale-By-The-Sea RFP No. 19-06-03

End of Part II

RFP FORM A

Proposer: _____

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is:
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail.
3. The address of the principal place of business is:
4. Company telephone number, fax number and e-mail addresses:
5. Number of employees:
6. Name of employees to be assigned to this Project:
7. Company identification numbers for the Internal Revenue Service:
8. Provide Broward County occupational license number, if applicable, and expiration date:
9. How many years has your organization been in business? Does your organization have a specialty?
10. List the last three project of this nature that the firm has completed? Please provide project description, reference and cost of work completed.
11. Have you ever failed to complete any work awarded to you? If so, where and why?

Lauderdale-By-The-Sea RFP No. 19-10-01

12. Provide the following information concerning all existing contracts for code compliance services and proposals you have submitted and are under consideration as of the date of submission of this Proposal for your company, division or unit as appropriate.

Contract with	Type of Contract	Contract Amount	Beginning Date	Ending Date

(Continue list as necessary)

13. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed

The foregoing list of subconsultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFP Form B

Proposer: _____

REFERENCE FORM

Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The Proposer guarantees the truth and accuracy of all statements and the answers contained herein.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact _____
Title of Contact _____
Telephone Number: _____ Fax Number _____
Email Address: _____
2. Name of Contact _____
Title of Contact _____
Telephone Number: _____ Fax Number _____
Email Address: _____
3. Name of Contact _____
Title of Contact _____
Telephone Number: _____ Fax Number _____
Email Address: _____
4. Name of Contact _____
Title of Contact _____
Telephone Number: _____ Fax Number _____
Email Address: _____

RFP Form C

Proposer: _____

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

Name of Proposer:

Name of authorized representative of Proposer:

Proposed Fee Schedule For Services

(INSERT HERE)

Proposed Billing & Payment Schedule

(INSERT HERE)

The proposed fees SHALL include all fees and reimbursements for out of pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

Appendix A

Lauderdale-By-The-Sea RFP No. 19-10-01

Additional Services.

Please provide the hourly rate and staff positions available.

Additional Work	
<u>Title:</u>	<u>Hourly Rate</u>
Add rows as necessary	

By: _____

Date: _____

Name: _____

Title: _____

RFP FORM D

Proposer: _____

PROPOSER'S CERTIFICATION

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, nor to my knowledge, any of its

Lauderdale-By-The-Sea RFP No. 19-10-01

officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business

By:

Signature

Print Name and Title

Mailing Address

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 2019.

Notary Public

My Commission Expires:



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

Electronic

REQUEST FOR PROPOSAL NO. 19-06-03 CODE COMPLIANCE SERVICES



Prepared for:

Town of Lauderdale-By-The-Sea | Town Clerk | 4501 Ocean Drive | Lauderdale-By-The-Sea, FL 33308

Due Date/Time:

AUGUST 16, 2019 | 2:00 PM





Tab 1 - Letter of Transmittal





Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Compliance
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Governmental Services
Landscape Architecture
Planning
Project Management
Redevelopment
& Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

August 16, 2019

Town of Lauderdale-By-The-Sea
Town Clerk
4501 Ocean Drive
Lauderdale-by-the-Sea, FL 33308

RE: RFQ No. 19-06-03 Code Compliance Services

Dear Town Clerk,

Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit our qualifications for Code Compliance Services as set forth in and pursuant to the RFP issued by Town of Lauderdale-by-the-Sea (Town). We have reviewed the scope of services contemplated by the Town, and have identified a project team with the necessary experience and skills to successfully complete all requested services.

CGA is proposing to serve as the external provider for the Town's Code Enforcement Department. CGA is best qualified to provide the Town with these services based on our decades long public sector experience in code enforcement. CGA is a leader in supplemental and turn-key services throughout Florida. We currently provide Building Code and/or Code Enforcement services for the Town of Lauderdale-by-the-Sea, Village of Estero, and Cities of Deerfield Beach, Pembroke Pines, Pompano Beach, and Sunny Isles Beach.

CGA is a well-established multi-disciplinary firm headquarter in Fort Lauderdale with offices located in West Palm Beach, Port St. Lucie, Miami, Estero, and Clearwater/Tampa. For more than 80 years, our firm has been providing consulting services to both private and public sector clients. CGA's mission is to provide innovative services that exceed client expectations. With a diverse team of professionals and technical staff, CGA possesses the expertise and experience that encompasses all facets of the building code and code enforcement process.

We have carefully reviewed the scope of services requested by the Town and fully understand the effort required to provide Code Enforcement Services and are committed to devoting the staff and resources to ensure total success as well as meet the prescribed deadlines. In the past decade, CGA has grown its building code and code enforcement departments into one of the largest divisions within our firm. We are proud to employ staff at every level from Chief Building Official to Permit Administrators who have obtained the experience, knowledge and expertise to expedite projects through the process without jeopardizing the integrity of the system. It has become one of our central focuses and we are proud to say we have knowledge and experience that comes with completing over 10 departmental transitions to either supplemental services or complete turn-key services by CGA. We will utilize this vast experience and lessons learned to ensure the transition period meets or exceeds the schedule requirements and is a seamless transition to the end user.

I, Dennis Giordano, President, will serve as the Principal-in-Charge and Mario Sotolongo will serve as the Project Manager.

Principal-in-Charge

Dennis Giordano
President
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
DGiordano@cgasolutions.com
Tel: 954.921.7781

Project Manager

Mario Sotolongo
Code Enforcement Supervisor
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
MSotolongo@cgasolutions.com
Tel: 954.921.7781

Thank you for giving us the opportunity to respond to this RFP. At CGA, when we submit a RFP response, we remain committed throughout the entire process and will confirm that our responses and pricing will remain unchanged for a minimum of one hundred twenty (120) calendar days following opening. I know that given the opportunity, CGA's extensive Florida government experience and expertise can provide the quality services the Town desires and expects.

Sincerely,
Calvin, Giordano & Associates, Inc.



Dennis Giordano
President

Tab 2 - Title Page



CALVIN, GIORDANO & ASSOCIATES, INC.

**1800 ELLER DRIVE, SUITE 600
FORT LAUDERDALE, FL 33316**

T: 954.921.7781

F: 954.921.8807

DENNIS GIORDANO

PRESIDENT

DGIORDANO@CGASOLUTIONS.COM

954.921.7781

MARIO SOTOLONGO

PROJECT MANAGER

MSOTOLONGO@CGASOLUTIONS.COM

P: 954.921.7781

DUE: AUGUST 16, 2019, 2:00 PM

**RFP NO. 19-06-03
CODE COMPLIANCE SERVICES**



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Tab 4 - Organizational Profile and Qualifications

At **Calvin, Giordano & Associates, Inc. (CGA)** we are proud of our long standing history as the largest privately held South Florida Based municipal consultant and engineering firm. Throughout our over 80-year history we have maintained our Fort Lauderdale based corporate headquarters. We pride ourselves on the volume of business we obtain via repeat customers and additional service agreements from existing clients.

CGA began in 1937 as a two-person surveying firm. Under the direction of Dennis J. Giordano, we have grown to over 370 employees providing 22 distinct services throughout the southeastern United States and the Caribbean.

CGA has grown to a size that best serves our clients. We are able to provide the benefits of a large firm while remaining local and small enough to provide personalized services to all of our clients. Our size and diversity allow CGA to provide staff redundancies, exceed insurance requirements and absorb any unforeseen circumstances without interruption to any client services.

Our Fort Lauderdale corporate headquarters will act as the office that will service this contract. This will be in addition to the on-site employees located at City Hall. The Principal-in-Charge for this project will be Dennis Giordano, President, and Mario Sotolongo, Project Manager.

At CGA we feel our greatest assets are our staff and their ability to provide exceptional service to our client base. In the case of Building Code Services, our client base includes the Elected Officials, City Staff, City Residents and Licensed Contractors. At CGA, we don't feel that licenses and certifications are enough to properly complete the scope of work.

At CGA, we ensure that each employee is trained in the means and methods of CGA's level of customer service. Although there is no license or certification given for our customer service orientation, we feel that it is noteworthy and a key ingredient to our long history of repeat clients.

Founded in Hollywood

1937

370⁺
EMPLOYEES



LOCATIONS

Fort Lauderdale
Miami-Dade
West Palm Beach
Clearwater
Estero

Serving

60⁺

Municipalities Throughout Florida

230



State of Florida Department of State

I certify from the records of this office that CALVIN, GIORDANO & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on June 27, 1985.

The document number of this corporation is M17373.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on January 17, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-first day of February,
2019*



Ronald R. Lee
Secretary of State

Tracking Number: 0881795224CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Primary Individuals

The project team selected to support the agreement outlines in this RFP document have an in-depth knowledge of the Town's requirements and expectations. CGA brings to the table, our multi-disciplinary expertise with long-term staff who have worked together on several projects over the years. A list of our key personnel, along with their qualifications are provided below and on the following pages.

Mario Sotolongo

Project Manager | Director of Code Compliance

Mr. Sotolongo has over twenty (20) years of professional experience in the construction industry. Mr. Sotolongo is the Senior Code Enforcement Supervisor in the City of Pompano Beach, a division of the Governmental Services Department with Calvin, Giordano & Associates, Inc. (CGA). Since Mr. Sotolongo has been with CGA, he has become FACE Level IV certified and obtained a Yellow Belt in Lean Six Sigma.

Bethany Banyas

Senior Code Compliance

Ms. Banyas has over 9 years of professional experience in the construction industry. Ms. Banyas is the Senior Code Compliance Inspector in the Town of Lauderdale-by-the-Sea, a division of the Governmental Services Department with Calvin, Giordano & Associates, Inc. (CGA). Ms. Banyas is certified Level 1 - 4 Code Compliance Inspector through the Florida Association of Code Enforcement.

Robert Harrison III

Code Compliance Inspector

Mr. Harrison experience and expertise have been sharpened in the fast-paced, challenging high-stress work environment where deadlines are crucial and the need for accuracy is imperative.

Dario Gonzalez

Code Compliance Officer

Mr. Gonzalez has four years of experience in the construction industry. He is a Code Compliance Officer and is certified as a Code Enforcement Level 1 and 2; and FEMA 100b, 200b, and 700b certified.

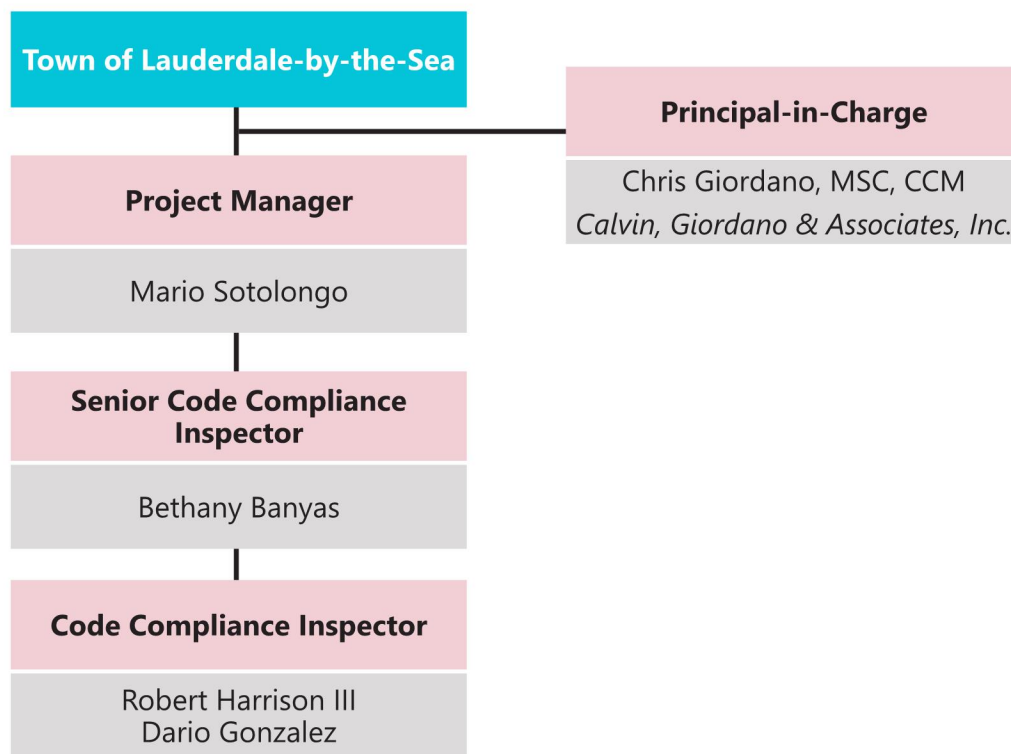




Organizational Chart

CGA has assembled a team of qualified professionals who have completed several projects of similar scope, and who possess the diversity of technical skills required for execution of this projects. The team is fully committed to dedicating the necessary manpower, expertise, and attentiveness to ensure that the Town meets its objectives through the provision of these services.

An organizational chart identifying key staff members and their level of responsibility has been provided below.





Time Contribution (Percentage)

CGA has the capacity to provide the services being requested by the Town in this RFP, and we are ready and available to start immediately. Our company-wide project tracking system (Ajera) monitors back log / workload projections, and available budget on a day-to-day basis. This system allows us to know, at any given moment, our ongoing project staffing requirements.

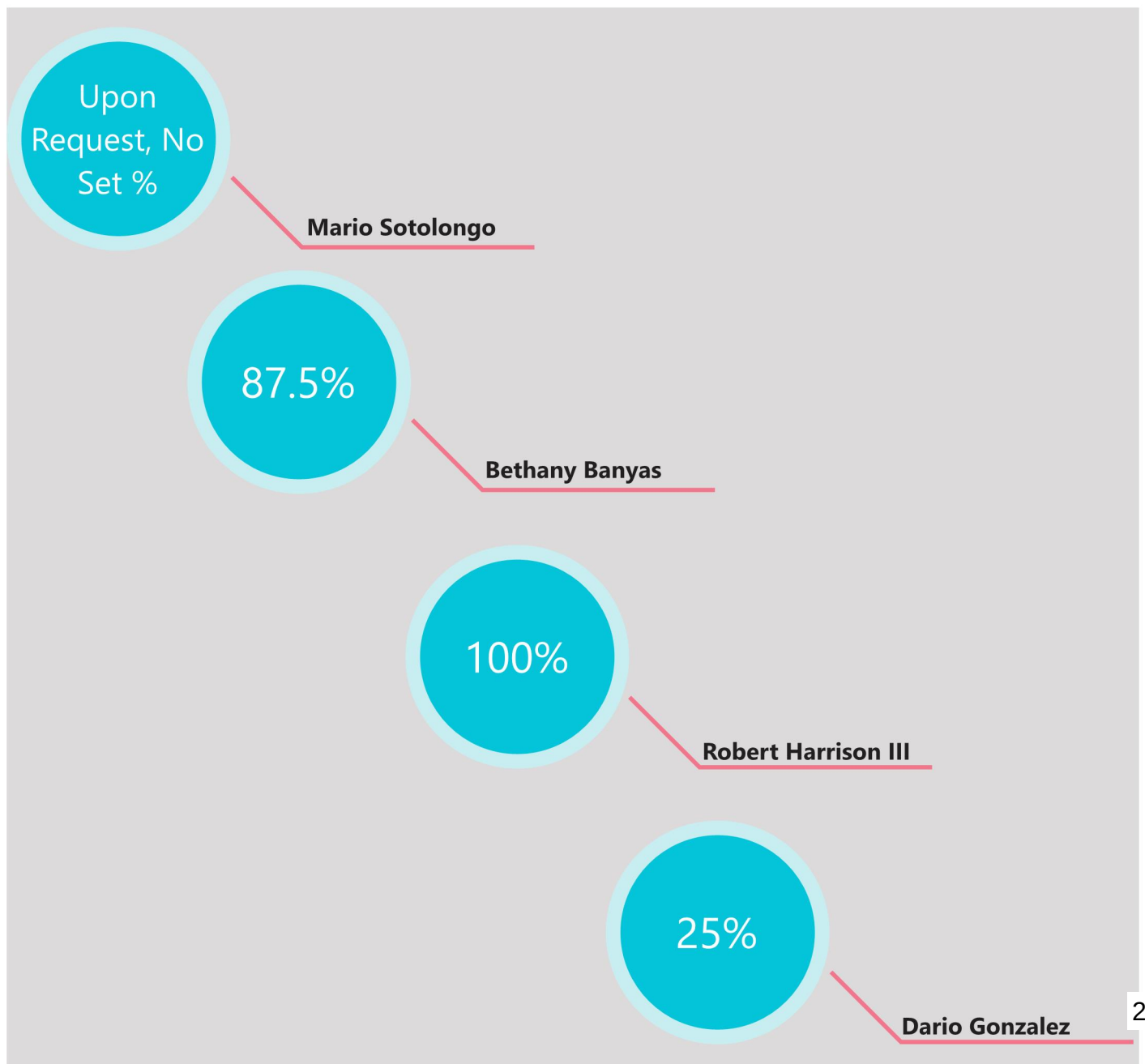
Mario Sotolongo - Service provided will be upon request, no set percentage.

Bethany Banyas - 35 hours per week.

Robert Harrison - 40 hours per week

Dario Gonzalez - Service provided upon request, up to a max of 10 hours a week.

The following chart(s) provide a statistical breakdown of the current workload and availability of our proposed team.





Mario Sotolongo

Director of Code Compliance

SUMMARY OF QUALIFICATIONS

Mr. Sotolongo has over twenty (20) years of professional experience in the construction industry. Mr. Sotolongo is the Senior Code Enforcement Supervisor in the City of Pompano Beach, a division of the Governmental Services Department with Calvin, Giordano & Associates, Inc. (CGA). Since Mr. Sotolongo has been with CGA, he has become FACE Level IV certified and obtained a Yellow Belt in Lean Six Sigma.

EXPERIENCE

2017 to Present: Calvin, Giordano & Associates, Inc., Government Services; Director of Code Compliance

2012 to 2017: Calvin, Giordano & Associates, Inc., Government Services; Code Compliance Supervisor, City of Pompano Beach; Code Inspector, Zone 5 (Highlands)

2006-2012: City of Fort Lauderdale, Department of Sustainable Development; Code Enforcement Officer. (Levels I, II and III)

- Trained and qualified in Noise Regulations, City wide
- Enforcement of Artificial lighting restrictions during Sea Turtle nesting season
- Artificial lighting restrictions, City wide
- Uniform Land Development Regulations
- Special Entertainment Districts (noise and special regulations)
- Special Reaction Team (Specialized Enforcement Actions City wide)

2003-2006: Nelco Companies / AAA Glass & Mirror; Glass and Glazing Contractor

- Inside Sales
- Outside Sales
- Building Permit Applications
- Office Manager

1992-1999: National Glass and Construction Company, Miami, FL; Building Contractor, specializing in Commercial Glass and Glazing

- Vice President (1997 to 1999)
- Project Manager
- Designer (CAD Level I)
- Estimator (1992 to 1997)
- Sales and Estimating
- Drafting
- Building Permit Applications

1990-1992: Lloyd's Register of Shipping, La Habana, Cuba, British Ships Classification Society; Inspection and Insurance Adjuster

- Assistant to Senior Inspector (1991 to 1992)
- Report Review and Translation
- Automotive Mechanic and Driver (1990 to 1991)
- Report Review and Translation

1989-1990: MAINCON B.V., Dutch Ships Handlers Corporation; Supply of spare parts to ocean going vessels

- Local Sales and Technical Representative
- General Office Management
- Sales and Technical assistance to vessel owners

YEARS OF EXPERIENCE
20+

YEARS WITH THE FIRM
7

EDUCATION

School of Engineering,
Universidad de la
Habana, CUJAE, Cuba.
Associate in Mechanical

School of Engineering,
Universidad de la
Habana, ISCAH, Cuba.
Associate in Mechanical
Engineering

CERTIFICATIONS & LICENSES

Green Building
and Sustainable
Development Course

Quest Technologies
Environmental Noise
Reduction

FL Institute of
Government - FACE
Level IV

FL Institute of
Government - FACE
Level III

FL Institute of
Government - FACE
Level II

FL Institute of
Government - FACE
Level I

BCC Institute of Public
Safety - Parking
Enforcement Specialist

Dade County - Trade
Bldg Specialty Metal
Awnings and Shutter

MDCC Real Estate FREC
Course I

Certified Business Tax
Professional (May 2019)

Crime Prevention
Through Environmental
Design Practitioner
(February 2019)



Bethany Banyas

Senior Code Compliance Inspector

SUMMARY OF QUALIFICATIONS

Ms. Banyas has over 9 years of professional experience in the construction industry. Ms. Banyas is the Senior Code Compliance Inspector in the Town of Lauderdale-by-the-Sea, a division of the Governmental Services Department with Calvin, Giordano & Associates, Inc. (CGA). Ms. Banyas is certified Level 1 - 4 Code Compliance Inspector through the Florida Association of Code Enforcement.

EXPERIENCE

2015 - Present: Calvin, Giordano & Associates, Inc.; Senior Code Compliance Inspector, Deerfield and Lauderdale-by-the-Sea, FL

- Enforcement of municipal property standards, zoning and other land use codes.
- Investigating public and internal reports of code violations in a timely manner; issuing written, verbal and computer-generated notices, and conducting re-inspections.
- Working with homeowners, contractors, associations, and tenants to ensure voluntary compliance.
- Preparing and presenting evidence for Special Magistrate hearings including photographs, supporting documentation and witness testimony.
- Creating agendas for code hearings; conducting pre-hearing case reviews with officers and staff.
- Preparing and presenting staff reports at municipal Commission Meetings.
- Supervision of two code inspectors. Assigning daily tasks and special projects; training on client (municipal) regulations and internal procedures; writing and distributing Standard Operating Procedures.
- Communicating with Code Compliance Manager and municipal staff to ensure client needs are met.
- Assisting municipality in review and re-writing of various code ordinances.
- Working with the municipality's Attorneys on legal issues including foreclosure actions.
- Working with property preservation companies regarding maintenance of bank foreclosures.
- Writing and implementing Standard Operating Procedures for code compliance staff.
- Restructuring the filing and organizational systems for code compliance case files.
- Creating and distributing code related literature for internal and public use.
- Coordinating and conducting code related topical meetings for business owners and residents.
- Providing Notary Public services for staff and customers.

2013 - 2015: City of Coral Springs; Code Compliance Officer, Coral Springs, FL

- Inspecting residential and commercial structures to ensure compliance with all applicable City Codes, and making interdepartmental and County referrals where necessary.
- Investigating any public or internal reports of code violations in a timely manner, issuing a variety of notices, and conducting re-inspections.

YEARS OF EXPERIENCE
11

YEARS WITH THE FIRM
4

EDUCATION

B.S. Psychology,
Wheaton College;
Wheaton, IL; August
2008

CERTIFICATIONS & LICENSES

Certified Level 1 - 4
Code Compliance
Inspector, Florida
Association of Code
Enforcement

PROFESSIONAL AFFILIATIONS

Gold Coast Association
of Code Enforcement,
Since 2013



Bethany Banyas, Page 2

- Working with homeowners, contractors, associations, and tenants to ensure voluntary compliance.
- Performing various administrative and reporting duties involving inspection results.
- Preparing and presenting evidence for Special Magistrate hearings including photographs, supporting documentation and witness testimony.
- Supervising volunteer worker. Assigning tasks, reviewing work output and monitoring results.

2010 - 2013: Nova Southeastern University; Public Safety Officer, Davie, FL

- Provided a visible security presence to the campus by patrolling on foot and in vehicle to observe campus activity.
- Inspected facilities to identify, correct and prevent campus security and safety hazards.
- Maintained hourly activity logs and completed incident reports and legal statements.
- Worked daily with Davie Police Department to assist investigation of campus incidents and crimes.
- Controlled physical security of buildings and kept detailed records of all special access requests.



Robert Harrison III

Code Compliance Inspector

SUMMARY OF QUALIFICATIONS

Mr. Harrison experience and expertise have been sharpened in the fast-paced, challenging high-stress work environment where deadlines are crucial and the need for accuracy is imperative.

EXPERIENCE

Code Compliance Inspector; Calvin, Giordano & Associates, Inc.; Fort Lauderdale, FL

- Responsible for evaluating private properties and public grounds against local codes.
- Educating the public about the municipal code of ordinances.
- Issuing notices for code violations.
- By practice, maintain an attractive and safe community, which helps improves both property values and the quality of life of those in the community.
- Management of Code Reports and better practices to ensure efficiency.
- Conduct investigative, technical and administrative work in the enforcement of the City Code of Ordinances, zoning code regulations, and property maintenance standards.
- Provide superior customer services and correspondence with citizens who are in violation of City codes; explains actions required to comply with ordinances and provides remedial action alternatives.
- Responds to public inquiries in a courteous manner; provides information within the area of assignment; resolves complaints in an efficient and timely manner.
- Attends City events and various civic association meetings to educate and inform residents and business owners about code requirements and compliance procedures.
- Reviews various records and documentation relating to code enforcement duties, i.e., property ownership, site plans, special exceptions, codes and ordinances.
- Presents case documentation and information, and testifies at the Code Enforcement Special Magistrate hearings regarding case facts, conditions, findings and relevant code sections.
- Interacts and consults with a variety of individuals and groups in the performance of job responsibilities, including City personnel in various departments, City Attorney, Special Magistrate, property owners, business owners, community groups and others.

Marine Construction Foreman; Harrison Concrete Services; Pompano Beach, FL

- Check on the project timeline with construction supervisor.
- Schedules project work activities according to plan timelines to ensure timely project completion.
- Responsible for allocating the duties to the workers according to their capabilities.
- Plans work methods, materials, equipment needs and work schedule for assigned project work. Reviews daily or weekly work schedule from project feedback.

YEARS OF EXPERIENCE
6+

YEARS WITH THE FIRM
5

EDUCATION

North East High School,
Oakland Park, FL;
Diploma

CERTIFICATIONS & LICENSES

Coral Springs Regional
Institute of Public
Safety, Coral Springs,
FL - Emergency Medical
Technician, Basic

Florida Association of
Code Enforcement FAU
Davie Campus, Davie, FL
- Fundamentals of Code
Enforcement

Florida Association of
Code Enforcement FAU
Davie Campus, Davie, FL
- Administrative Aspects
of Code Enforcement



Robert Harrison III, Page 2

- Educate safety precautions and enforce that they are properly implemented during construction.
- Responsible to provide the training to new workers in different construction works and safety measures.
- Supports and promotes strict adherence to safety and process controls regarding operating equipment, worksite safety and documentation requirements.
- Motivate the workers to do the work with high efficiency and ensuring that the work is completed on time properly.



Dario Gonzalez

Code Compliance Officer

SUMMARY OF QUALIFICATIONS

Mr. Gonzalez has four years of experience in the construction industry. He is a Code Compliance Officer and is certified as a Code Enforcement Level 1 and 2; and FEMA 100b, 200b, and 700b certified.

EXPERIENCE

2017 to Present: InkFever LLC; Owner/Manager

- Maintained files and administrative records
- Maintained errors, omissions coverage, professional liability insurance
- Researched and understood thoroughly new policies, quotes, rewards, policy changes, and audits concerning business
- Managed maintenance of building
- Process, renew and keep accurate accounts for assigned personnel
- Provided excellent human resources management skills to organization
- Overseer of company with quotes and production for current and new clients and supplies base don standard operating procedures
- Maintain accurate customer accounts in the company computer system by keeping track of data, personnel information, inspections, audits, and local and state policy changes

2016 - 2018: Calvin, Giordano & Associates, Inc.; Code Compliance Officer

- Prepare a variety of written reports, memos and correspondence related to enforcement activities
- Maintains an organized and detailed report, and issue notices regarding violations and citations
- Prepare evidence in support of legal actions taken by the City
- Represents the City of Pompano Beach in court proceedings involving code compliance issues
- Heads the special interdepartmental task force that implements ordinances encompassing businesses along the City of Pompano Beach

2015 - 2016: City of North Miami Beach; Code Compliance Officer

- Manages the operations involving the use of public property
- Maintains an organized and detailed report, and issue notices regarding violations and citations
- Represents the City of North Miami Beach in court proceedings involving code compliance issues
- Heads the special interdepartmental task force that implements ordinances encompassing businesses along the City of North Miami Beach

2014 - 2015: Lincoln Operator LLC; District Manager.

- Spanish fast casual dining restaurant
- Purchased products and perform inventories
- Developed an opening and closing assignments system that even out duties, which greatly improved employee teamwork and morale
- Managed to increase 45% of sales volume in 2014, by providing excellent service and guest return
- Received Excellent Service Reports and Restaurant Operation Reviews (Newspaper and local magazines)

YEARS OF EXPERIENCE

4+

YEARS WITH THE FIRM

2+

EDUCATION

Miami-Dade College,
Currently pursuing a
degree in Business

CERTIFICATIONS & LICENSES

Fundamentals of Code
Enforcement Level 1

Administrative Aspects
of Code Enforcement
Level 2

Emergency Management
Institute: FEMA 100b,
200b and 700b

RFP FORM A

Proposer: Calvin, Giordano & Associates, Inc.

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

- 1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)**

- 1.1. The correct and full legal name of the Proposer is:**

Calvin, Giordano & Associates, Inc.

- 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).**

Corporation

- 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:**

Dennis Giordano, President

Chris Giordano, MSC, CCM, Vice President

- 2. Please describe your company in detail.**

Calvin, Giordano & Associates, Inc. (CGA) is a multi-disciplinary firm that began as a small two person-surveying firm in Florida over 82 years ago. From 1937 to now, we have grown to over 370 employees; expanded geographically with offices in Fort Lauderdale, West Palm Beach, Port St. Lucie, Clearwater, and Estero and have strategically added an exceptionally broad range of services to meet our clients' needs.

Professional Services:

- ✓ Building Code Services
- ✓ Civil Engineering/Roadway & Highway Design
- ✓ Coastal Engineering
- ✓ Code Enforcement
- ✓ Construction Engineering & Inspection (CEI)
- ✓ Construction Services
- ✓ Contract Government Services
- ✓ Data Technologies & Development
- ✓ Electrical Engineering

Lauderdale-By-The-Sea RFP No. 19-10-01

- ✓ Emergency Management Services
- ✓ Engineering
- ✓ Environmental Services
- ✓ Facilities Management
- ✓ Geographic Information Systems (GIS)
- ✓ Land Development
- ✓ Landscape Architecture
- ✓ Planning
- ✓ Project Management
- ✓ Redevelopment
- ✓ Urban Design
- ✓ Surveying & Mapping
- ✓ Traffic Engineering
- ✓ Transportation Planning
- ✓ Water/Wastewater Treatment Facilities
- ✓ Website Development/Computer Graphics

For additional information in regards to CGA's company in detail, please refer to Tab 4, Organization Profile and Qualifications.

3. The address of the principal place of business is:

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316

4. Company telephone number, fax number and e-mail addresses:

Tel: 954.921.7781
Fax: 954.921.8807

5. Number of employees:

370+

6. Name of employees to be assigned to this Project:

Mario Sotolongo – Director of Code Compliance
Bethany Banyas – Senior Code Compliance Inspector
Robert Harrison III – Code Compliance Inspector
Dario Gonzalez – Code Compliance Officer

7. Company identification numbers for the Internal Revenue Service:

FEIN: 65-0013869

8. Provide Broward County occupational license number, if applicable, and expiration date:

Broward County Occupational License # 315-316
Expiration Date: September 30, 2019

9. How many years has your organization been in business? Does your organization have a specialty?

CGA been in business for 82 years. CGA is a professional consulting firm

For additional information in regard to CGA's services, please refer to Tab 4, Organization
Page A - 2

Lauderdale-By-The-Sea RFP No. 19-10-01

Profile and Qualifications.

10. List the last three project of this nature that the firm has completed? Please provide project description, reference and cost of work completed.

- City of Pompano Beach – Turn Key Code Compliance and Special Magistrate Clerical Services
CGA currently provides the following services:
 - 9 Full time Code Compliance Inspectors
 - 2 Full time Solid Waste Inspectors
 - 2 Full time Special Magistrate Clerks
 - 1 Full time Code Compliance Supervisor

Reference: Mr. Greg Harrison, City Manager | Tel: 954.786.4601
Cost of Work: \$1,570,260.00

- City of Deerfield Beach – Turn Key Code Compliance and Special Magistrate Clerical Services
CGA currently provides the following services:
 - 5 Full time Code Compliance Inspectors
 - 1 Full Time Special Magistrate Clerks
 - 1 Full Time Code Compliance Supervisor

Reference: Mr. David Santucci, Interim City Manager | Tel: 954.480.4263
Cost of Work: \$1,052,178.00

- City of Weston – Turn Key Code Compliance and Special Magistrate Clerical Services
CGA currently provides the following services:
 - 2 Full time Code Compliance Inspectors
 - 1 Full time Special Magistrate Clerk
 - 1 Full time Code Compliance Supervisor and Zoning Official

Reference: Denise Barrett, Director of Communications | Tel: 954.385.2000
Cost of Work: \$256,305.00

11. Have you ever failed to complete any work awarded to you? If so, where and why?

Calvin, Giordano & Associates, Inc. has never failed to complete any work awarded.

Lauderdale-By-The-Sea RFP No. 19-10-01

12. Provide the following information concerning all existing contracts for code compliance services and proposals you have submitted and are under consideration as of the date of submission of this Proposal for your company, division or unit as appropriate.

Contract with	Type of Contract	Contract Amount	Beginning Date	Ending Date
City of Pompano Beach	Lump Sum	\$1,570,260.00	06/01/2015	10/27/2020
City of Deerfield Beach	Lump Sum	\$1,052,178.00	06/16/2015	06/16/2020
City of Weston	Cost +	\$256,305.00	09/21/2009	09/30/2022
City of Fort Myers	Hourly	\$90.00	09/2018	Open Ended
Town LBTS	Cost +	\$246,312.32	09/30/2018	09/30/2019
Town of Hillsboro Beach	Hourly	\$60.00	06/05/2018	Open Ended
Village of Estero	Cost +	\$142,800.00	07/29/2015	Open Ended
Village of Indiantown	Hourly	\$60.00	12/18/2018	Open Ended

(Continue list as necessary)

13. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed
Not Applicable		

The foregoing list of subconsultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFP Form BProposer: Calvin, Giordano & Associates, Inc.**REFERENCE FORM****Forms A, B & C are available in WORD format from the Town Clerk upon request.**

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The Proposer guarantees the truth and accuracy of all statements and the answers contained herein.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact Mr. Greg Harrison
Title of Contact City Manager, City of Pompano Beach
Telephone Number: 954.786.4601 Fax Number Not Applicable
Email Address: greg.harrison@copbfl.com
2. Name of Contact Denise Barrett
Title of Contact Director of Communications, City of Weston
Telephone Number: 954.385.2000 Fax Number 954.385.2010
Email Address: DBarrett@westonfl.org
3. Name of Contact Mr. David Santucci
Title of Contact Interim City Manager, City of Deerfield Beach
Telephone Number: 954.480.4263 Fax Number 954.480.4268
Email Address: dsantucci@deerfield-beach.com
4. Name of Contact Mr. William "Mac" Serda
Title of Contact Town Manager, Town of Hillsboro Beach
Telephone Number: 954.427.4011 Fax Number 954.427.4834
Email Address: mserda@townofhillsborobeach.com

Lauderdale-By-The-Sea RFP No. 19-10-01

Email Address: Marketing@cgasolutions.com

RFP Form C

Proposer: Calvin, Giordano & Associates, Inc.

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

Name of Proposer: Calvin, Giordano & Associates, Inc.

Name of authorized representative of Proposer: Dennis Giordano, President

Proposed Fee Schedule For Services

(INSERT HERE)

Code Compliance Services - \$218,132.50
Code Compliance Inspector (as-needed) - \$22,880.00
Code Compliance Supervisor (as-needed) - \$53.01/hr
Software - \$5,828.88
Expenses - \$5,828.49

Proposed Billing & Payment Schedule

(INSERT HERE)

The proposed fees SHALL include all fees and reimbursements for out of pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

The Software line item is billed in October as a lumpsum.
The Compliance Services & Expenses are billed in equal monthly installments.
The others are per occurrence.

Appendix A

Lauderdale-By-The-Sea RFP No. 19-10-01

Additional Services.

Please provide the hourly rate and staff positions available.

Additional Work	
<u>Title:</u>	<u>Hourly Rate</u>
Code Supervisor	\$53.01
Add rows as necessary	

By: 

Date: August 15, 2019

Name: Dennis Giordano

Title: President

RFP FORM D

Proposer: Calvin, Giordano & Associates, Inc.

PROPOSER'S CERTIFICATION

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement,

Appendix A

Lauderdale-By-The-Sea RFP No. 19-10-01

not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Calvin, Giordano & Associates, Inc.

Name of Business

By: 

Signature

Dennis Giordano, President

Print Name and Title

1800 Eller Drive, Suite 600

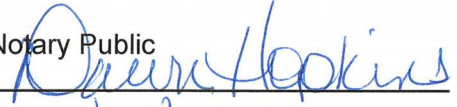
Fort Lauderdale, FL 33316

Mailing Address

State of Florida

County of Broward

Sworn to and subscribed before me this 15 day of August, 2019.

Notary Public 

02/18/21
My Commission Expires:





Tab 5 - Experience





Tab 5 - Experience

CGA is a full-service firm that provides professional solutions to the public sector. We are a financially strong company with over 370 professional employees. Our commitment to provide "exception solutions" has allowed us to develop into the premier leader in government services. Our dedication has been rewarded with contracts from communities across Florida. This is the result of our commitment to hire only the best potential candidates for each position in our growing company. Our experience is highlighted by our exception staff. We currently employ 71 Licensed Building Code employees, and 53 of them are BORA certified.

As you will see, CGA's Building Division is comprised of qualified professionals with years of experience providing Municipal Code services as municipal employees as well as contract employees.

CGA meets and exceeds the requirements of this RFP by providing staff with certifications and experience over and above the RFP requirements. CGA's Code Compliance Division has proven successful experience in several communities, please see list below.

Entity	Services	Dates	Contact
City of Pompano Beach	Complete Code Compliance Services • 2 Administrators • 7 Officers	2010 - Ongoing	Greg Harrison Assistant City Manager 954.786.4601
City of West Park	Complete Code Compliance Services • 0.5 Administrators • 1 Officer	2005 - Ongoing	Ajibola Balogun City Manager 954.989.2688
City of Weston	Complete Code Compliance Services • 0.5 Administrators • 2 Officers	2009 - Ongoing	Denise Barrett Director of Communications 954.385.2000
Town of Lauderdale-by-the-Sea	Complete Code Compliance Services • 2 Officers	2011 - Ongoing	Ralph "Bub" Bentley Assistant City Manager 954.640.4212
Town of Davie CRA	Supplemental Code Inspection Services	2009 - 2011	Giovanni Moss Community Development Director 954.797.1173
Town of Loxahatchee Groves	Supplemental Code Inspection Services	2008 - 2010	Dr. Irving Rosenbaum 954.695.8146
City of Sunny Isles Beach	Supplemental Code Inspection Services	2008 - 2009	Bill Evans Assistant City Manager 786.350.8190



Tab 6 - Approach to Providing Services





Tab 6 - Approach to Providing Services

MISSION STATEMENT

Calvin, Giordano & Associates', Inc. (CGA) mission for the implementation of our services, is to provide cost effective, customer centered services for the effective enforcement of the Town of Lauderdale-by-the-Sea (Town). Our mission includes making the Town Code Compliance Service Division an exceptional place to do business.

The professional staff at CGA has an extensive amount of experience in providing contract government services. Our expertise has been obtained over the past three decades of contract government services throughout South Florida. The proposed CGA staff possesses decades of hands on experience in operating local government entities both as in house employees and as contracted service providers. These are the individuals that are dedicated to the successful service delivery for the TownCode Compliance Service Division.

CGA Code Compliance Services Divisions has successfully accomplished the transition to contract services in the City of Pompano, The Town of Lauderdale-by-the-Sea, Town of Davie CRA, City of Deerfield Beach, City of Weston and the City of West Park as well as numerous other municipalities with hourly "as-needed" contracts. CGA has also successfully accomplished dozens of transitions for other services including, Building Code Services, Planning, Engineering, Project Management, Public Services, etc., in numerous other South Florida Municipalities. The approach and philosophy that CGA applies to the transitioning service delivery is essentially ensuring the integration of existing and new resources. Specifically we will identify and define the scope of work, expectations and deliverables; then we will strive to exceed your expectations.

MANAGEMENT PLAN

Dennis Giordano, in conjunction with Mario Sotolongo, will serve as the Contract Administrator and principal contact for CGA with the Town. CGA Staff will serve the Town at the direction of the Town Manager and/or his designee. Any contractual, business or policy related issues under the agreement with the Town will be directed through him. CGA provides Code Compliance Services as a core business over the past two decades, and will deliver all services directly in-house without the need for any outside subcontractors.

Mario Sotolongo, CGA Director of Code Compliance Supervisor, who has obtained FACE Level IV Certification, will serve as the contact for all Operational and Management Issues regarding the scheduling, placement and procedure for the on-site Code Compliance Staff.

APPROACH

The approach and methodology that CGA applies to transitioning service delivery is essentially ensuring the integration of new staff and resources, specifically defining work programs and expectations/deliverables. CGA's Building and Code Divisions have identified the necessary staff to fulfill the needs of the Town. Our Project Manager, Mario Sotolongo, will meet with the Town liaison to discuss the current needs and the expected future needs of the department. CGA's proposed staff will be made available to the Town for interviews. After the successful interview process, a start date for services will be determined. With consistency of staff members, process training will be reduced and the effectiveness of the staff member will be enhanced. Mario Sotolongo will continue to manage the needs of the, Town through diligent communication.

CGA understands the needs of the Town and our goal is to provide exceptional customer service. As the construction industry continues to fluctuate Florida communities are facing challenge as the construction industry grows. As the Departments needs expand and contract, CGA can provide the necessary staffing ratios that correlate with the Town needs. This ensures the Town maintains the highest customer service to its residents.



Tab 7 - Compensation



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Lauderdale-By-The-Sea RFP No. 19-10-01

Email Address: Marketing@cgasolutions.com

RFP Form C

Proposer: Calvin, Giordano & Associates, Inc.

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

Name of Proposer: Calvin, Giordano & Associates, Inc.

Name of authorized representative of Proposer: Dennis Giordano, President

Proposed Fee Schedule For Services

(INSERT HERE)

Code Compliance Services - \$218,132.50
Code Compliance Inspector (as-needed) - \$22,880.00
Code Compliance Supervisor (as-needed) - \$53.01/hr
Software - \$5,828.88
Expenses - \$5,828.49

Proposed Billing & Payment Schedule

(INSERT HERE)

The proposed fees SHALL include all fees and reimbursements for out of pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

The Software line item is billed in October as a lumpsum.
The Compliance Services & Expenses are billed in equal monthly installments.
The others are per occurrence.

Lauderdale-By-The-Sea RFP No. 19-10-01

Additional Services.

Please provide the hourly rate and staff positions available.

Additional Work	
<u>Title:</u>	<u>Hourly Rate</u>
Code Supervisor	\$53.01
Add rows as necessary	

By: 

Date: August 15, 2019

Name: Dennis Giordano

Title: President



Tab 8 - Additional Information





Tab 8 - Additional Information

The various departments at CGA have vast experience coordinating with our other disciplines within the company to produce various work types and services in a multi-disciplinary approach. This guarantees that our clients obtain a full-service product including, but not limited to, transportation planning, landscape architecture, as well as engineering, building and code compliance. This is the relationship among urban design, planning, landscape architecture, and our environmental service departments. Having all professionals as a unified team, CGA is not only able to develop and comprehend a larger vision that includes issues of branding, community, and urban design, but we are also cognizant of processes that facilitate the transition of these larger visions into the more detailed-specific components, such as the design and placement of gateway features, streetscape improvements, neighborhood improvements, Town-wide ordinances, and design guidelines.



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ADDENDUM No. 1

LAUDERDALE-BY-THE-SEA RFP 19-06-03

**Code
Compliance
Services**

The opening date for RFP 19-06-03 has been extended to Friday, August 16, 2019 at 2:00 p.m.

Tedra Allen, CMC
Town Clerk



Dennis Giordano, President

August 15, 2019



Tab 9 - Exceptions





Tab 9 - Exceptions

Calvin, Giordano & Associates, Inc. do not have any and all exceptions to the RFP.





Town Commission Agenda Item Report

Meeting Date: December 10, 2019

Submitted by: Linda Connors

Submitting Department: Development Services

Item Type: Resolutions

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title:

Resolution 2019-45 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT WITH THE CORRADINO GROUP FOR CONSULTANT SERVICES RELATED TO THE PEDESTRIAN AND BICYCLE CIRCULATION ENHANCEMENT PLAN; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE. (Linda Connors, Development Services Director)

Explanation:

Priority 3.2.3 of the Town's FY19 Action Plan is for the Town to develop a Walkability and Bike Master Plan ("Plan"). The Town Commission included \$20,000 in the FY20 budget to hire a consultant for this Plan, and on May 30, 2019, the Town issued Request for Proposals No. 19-06-01 ("RFP") (Exhibit 1) for consultant services related to the Plan. The Corradino Group was the sole respondent to the RFP (Exhibit 2). Staff held a meeting on August 9, 2019, with The Corradino Group, and as a result of that meeting, a more refined scope of services was submitted for staff's consideration (Exhibit 3).

After meeting with Town staff and reviewing existing Town documents and state and federal data, the consultant will hold one public workshop to discuss the preliminary findings and gather public input regarding concerns and alternative solutions. The Corradino Group will identify pedestrian and bicycling issues, needs, constraints and opportunities within the Town. From this information, they will prepare preliminary recommendations to address the identified needs, specifying potential benefits and disadvantages for each recommendation; cost estimates, financing and grant opportunities; and other implementation factors. Finally, The Corradino Group will prepare a report for review by the Planning and Zoning Board and Town Commission.

Recommendation:

Staff recommends approval of Resolution 2019-45 (Exhibit 4) approving an agreement with The Corradino Group, Inc. for a pedestrian and bicycle circulation enhancement plan.

Exhibits:

1. RFP Pedestrian Plan
2. Corradino RFP response
3. Proposed scope of work – LBTS
4. Resolution 2019-45

Town of Lauderdale-By-The-Sea



REQUEST FOR PROPOSALS No. 19-06-01

Lauderdale by the Sea Pedestrian and Bicycle Circulation Enhancement Plan

RFP OPENING: July 2, 2019, at 2:00 P.M.

Town Hall

4501 N. Ocean Drive

Lauderdale-By-The-Sea, FL 33308

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
REQUEST FOR PROPOSALS NO. 19-06-01

The Town of Lauderdale-By-The-Sea, Florida invites qualified firms to submit proposals for:

Pedestrian and Bicycle Circulation Enhancement Plan

The Town of Lauderdale-By-The-Sea, Florida (the "Town") intends to award a contract to a firm(s) to provide services necessary for the project (the "Project") described herein.

The Town will receive sealed proposals until 2:00 PM (local) on July 2, 2019 in Town Hall, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

The Town's contact person for this RFP is:

Tedra Allen, CMC Town Clerk
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4200.
Fax: 954-640-4236
E-Mail: TedraA@lbts-fl.gov

RFP documents may be obtained via the Internet at the Town of Lauderdale-By-The-Sea website at www.lauderdalebythesea-fl.gov. This RFP is also posted on www.Demandstar.com. If you do not have Internet access, you may obtain the RFP by contacting the Town Clerk.

See Part II, Sections H and I of the RFP for information regarding submitting a proposal.

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

Pedestrian and Bicycle Circulation Enhancement Plan

Town of Lauderdale-By-The-Sea RFP No. 19-06-01

Part I – Statement of Work

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Pedestrian and Bicycle Circulation Enhancement Plan

Town of Lauderdale-By-The-Sea RFP No. 19-06-01

Part I – Statement of Work

PART I –STATEMENT OF WORK

A. OBJECTIVE

The Town of Lauderdale-By-The-Sea, Florida (LBTS) is seeking to contract with a qualified consultant or consultant team to provide professional services to assist the Town in developing a feasible plan to improve the safety and connectivity of pedestrian and bicycle circulation throughout the Town to improve the ability of residents and visitors to reach popular destinations including the beach and the Commercial Boulevard commercial corridor without a car in a safe and enjoyable fashion. An important component of this project is the identification and exploration of potential options for traffic calming measures to address neighborhood safety concerns.

Firms are invited to submit a proposal to the Town for consideration that includes their qualifications and experience, examples of previous walkability and bicycle planning products developed by the firm, and their approach to the project that would maximize the value of the consultant's services by efficiently producing practical outcomes.

B. BACKGROUND INFORMATION

The Town of Lauderdale-By-The-Sea, Florida, is a seaside community just north of Fort Lauderdale with a permanent population of 6,000 residents that increases to more than 10,000 during the winter season.

The 1.65-square mile town is bounded on the east by the Atlantic Ocean and on the west by the Intracoastal Waterway. There are only two arterials in the Town, Commercial Boulevard extending through the Town from the western boundary to the oceanfront, and A-1-A (Ocean Boulevard) extending north and south through the Town connecting it to the adjacent cities of Pompano Beach and Ft. Lauderdale. The Commercial Boulevard bridge provides the only vehicular access across the Intracoastal Waterway (ICW) located within the Town and one of the few areas to cross the ICW in the area. This connection is responsible for some cut-through traffic seeking less congested routes to the bridge.

The primary attractions are concentrated along the Commercial Boulevard and Ocean Drive corridors. Periodic special events supported by the Town and local businesses bring residents and visitors to the Commercial Boulevard-Ocean Drive area. The lower density permanent resident neighborhoods are concentrated in the western areas of the Town with the higher density multi-family and tourist lodging concentrated in the eastern areas along the 2.5-mile long oceanfront.

The Town is committed to retaining an old Florida small-town charm. Building height restrictions and a focus on mid-century modern architecture contribute to the Town's

Pedestrian and Bicycle Circulation Enhancement Plan

Town of Lauderdale-By-The-Sea RFP No. 19-06-01

Part I – Statement of Work

unique sense of place. The Town's compact size provides for relatively short distances between neighborhoods and attractions. However, there is no Town-wide connected sidewalk or bike path network because usable right-of-way is limited.

A 2011 charette conducted by University of Miami faculty and students focused on making the two primary corridors more pedestrian friendly, while preserving the small-town character: Most of the suggested improvements to the Commercial Boulevard corridor have been completed or are underway.

The Town has reconstructed Commercial Boulevard with improved pedestrian features, new traffic signals, street lights, pavers and landscaping.

Public transit, bikeways, roadway/pedestrian signals, pedestrian amenities and sidewalks are provided for SR A1A and the Commercial Boulevard/Ocean Drive).

FDOT is in the process of developing a greenway project along El Mar Drive paralleling the oceanfront.

The Town offers a parking space reduction to hotels which provide bicycles and bicycle parking for the use of guests. Bicycle parking is also provided in the commercial area.

The Town produces a Visitor's Walking Map identifying visitor related businesses and hotels and funds a free-standing Visitors' Center operated by the Chamber of Commerce. We have installed wayfinding signs and have directional "buoys" to assist residents and visitors.

Town planning efforts continue to focus on improving the walkability and bicycle-friendly aspects of the Town.

C. STAFF RESOURCES

The Town's - planning staff includes the Development Services Director, two planners, a planning technician and two temporary interns. The Town also employs a Special Projects Coordinator and a Public Information Officer.

D. SCOPE OF WORK

OVERALL PROJECT PURPOSE AND GOALS

The Town is seeking to develop a feasible plan to address gaps in sidewalk connectivity, obstacles to pedestrian and bicycle safety including cut-through vehicular traffic, and deficiencies in public awareness of safe and convenient pedestrian and bicycle routes.

Specific outcomes expected of the consultant include:

Pedestrian and Bicycle Circulation Enhancement Plan

Town of Lauderdale-By-The-Sea RFP No. 19-06-01

Part I – Statement of Work

- Identify areas that would benefit from pedestrian/bicycle paths, traffic calming, or other improvements designed to enhance the pedestrian experience and reduce unnecessary cut through traffic.
- Develop up to three feasible alternative solutions to identified pedestrian and bicycle safety issues and to slow cut-through traffic, with typical cross-sections and graphics as appropriate.
- Prepare cost estimates, potential benefits and impacts, and potential funding opportunities associated with each recommended solution alternative to assist Town decision-making regarding implementation, prioritization and phasing.

PROJECT COMPONENTS

Communication and Project Management

Town staff will hold an initial meeting with the consultant team to discuss and establish project objectives, scope, timeline, public participation strategies, deliverables, protocol for communication, and overall expectations.

Informal meetings or conference calls will be scheduled throughout the contract period to maintain continual communication regarding the schedule, budget status and upcoming tasks. The consultant shall provide all presentations and reports to staff for review prior to public presentations.

Public Participation

The public involvement effort shall include initial opportunities for public input regarding existing concerns as well as discussion of alternative solutions, follow-up workshops as appropriate and presentations of findings and recommendations to the Planning and Zoning Board (PZB) and Town Commission. If appropriate and warranted by the project budget, the consultant may also identify appropriate post-project public involvement procedures including materials suitable for distribution to the public.

At a minimum, the consultant shall conduct one field inspection/audit of existing facilities and conditions on foot and bicycle with interested members of the public and at least one follow-up public workshop to discuss the consultant's findings and preliminary recommendations to address modifications based on public input. Presentation materials shall be prepared by the consultant. Town staff shall prepare staff reports.

The consultant shall adequately document the public involvement efforts in written form as noted in the Documentation component of the Project Scope of Work.

Data Collection and Review

Pedestrian and Bicycle Circulation Enhancement Plan

Town of Lauderdale-By-The-Sea RFP No. 19-06-01

Part I – Statement of Work

The consultant shall review pertinent existing Town demographic, socio-economic, land use and transportation data. Existing resources include the Town's comprehensive plan and Evaluation and Appraisal Report, land development code, general code, planning studies and reports, right-of-way maps and planning studies.

Relevant existing information includes Town's seasonal and resident population data; neighborhood and land use characteristics; location of attractions, commercial district, residential development and lodging; existing right-of-way and sidewalk locations; bicycle and pedestrian crash data; hotel parking waiver provisions (bicycles); and recently completed or funded improvement projects;

The consultant shall conduct a field survey of relevant existing conditions including the location and condition of pedestrian and bicycle ways, physical barriers, potential safety issues and wayfinding signage. The consultant shall include at least one walking and bicycling audit with local resident participation (included as part of the Public Participation component of the Scope of Work).

Findings and Analysis

Using feedback from the public and the data collected, the consultant shall identify pedestrian and bicycling issues, needs, constraints and opportunities within the Town. The analysis should address each of the following categories:

- Gaps or missing links in the sidewalk and bikeways network, including signs or any other facility which may provide safe and efficient access to destinations.
- Corridors and intersections, which do not meet bicycle and pedestrian safety standards
- Critical community and neighborhood concerns and problem areas based on public participation
- Traffic calming needs to address identified problems threatening pedestrian and bicyclist safety, especially cut-through traffic

Recommendations

The consultant shall prepare preliminary recommendations to address the identified needs. Recommended alternative solutions may include physical improvements such as sidewalk and bikeway segments; streetscape improvements and alterations within the right-of-way to slow traffic or discourage cut-through traffic; public policy provisions; wayfinding signage and public outreach materials. Traffic calming measures may not include street closures.

Pedestrian and Bicycle Circulation Enhancement Plan

Town of Lauderdale-By-The-Sea RFP No. 19-06-01

Part I – Statement of Work

The consultant shall provide potential benefits and disadvantages for each recommended alternative, examples of implementation of comparable solutions in other jurisdictions, cost estimates for recommended physical improvements, financing and grant opportunities and other pertinent implementation factors. typical cross-sections and other descriptive graphics for recommended physical improvements, photographs or maps of field findings.

The consultant shall modify the preliminary recommendations as necessary to address staff and public input.

Documentation

The consultant shall prepare-a draft report for staff review. The consultant shall revise the draft report as needed to address staff input and provide for distribution to the PZB. The report shall be revised as needed to address PZB input and provided for distribution to the Town Commission.

The report should include a record of community input; a summary of research conducted; findings and analysis; recommendations of potential alternative solutions with associated implementation and maintenance cost estimates, examples where comparable solutions were implemented, typical cross-sections and other graphics for recommended physical improvements, photographs or maps of field findings, potential funding sources; and any public outreach materials prepared.

Once the Final Plan is approved, the consultant shall provide:

- 10 hard copies of the Final Report
- Electronic file of the documents in PDF format.

E. OWNERSHIP AND INTELLECTUAL PROPERTY

All intellectual property developed in connection with the plan shall be owned solely by the Town of Lauderdale-By-The-Sea.

In developing the Plan, the contractor shall not infringe or violate the copyright and other intellectual property rights of third parties. The successful contractor will be required to hold the Town of Lauderdale-By-The-Sea, its officers, agents and employees harmless from liability of any nature or kind on account of use of copyrighted or un-copyrighted composition, secret process, patented or unpatented inventions, articles or materials furnished or used by the contractor to perform the Work.

Except for any documents or images the Town provides, the contractor is responsible for securing various rights, licenses, clearances and other permissions related to works,

Pedestrian and Bicycle Circulation Enhancement Plan

Town of Lauderdale-By-The-Sea RFP No. 19-06-01

Part I – Statement of Work

graphics or other materials to be used or otherwise incorporated in the proposed Plan. All applicable copyright notices shall be displayed accordingly.

F. TOWN'S RESPONSIBILITY

A Town representative will be designated to assist in answering any questions related to administering the Project.

The Town will be responsible for providing the consultant with available data resources as requested.

The Town reserves the right to reject any proposals that do not address all the terms and conditions of this RFP. In addition, the Town may reject any and all proposals at any time when it is determined to be in the Town's best interests not to make the award from among the submitted bids.

G. TECHNICAL REQUIREMENTS

In order to be deemed responsive and considered for contract award, each Proposer shall satisfy the following mandatory minimum requirements:

1. The Proposer shall be authorized to do business in Florida and Broward County.
2. Demonstrate experience developing planning studies related to traffic calming and pedestrian and bicycle safety.
3. If a firm has not been in existence for the required number of years, but the principals who are proposed to be assigned to the Town's contract have the requisite experience with another firm, that experience may substitute for the required experience.
4. The successful Proposer shall provide all labor, equipment and materials necessary for the performance of the requested services as outlined in this RFP.

H. INSURANCE AND LICENSES

The successful Proposer shall maintain in full force and effect throughout the contract:

- (a) insurance coverage reflecting the minimum amounts and conditions required by the Town, and
 - (b) any required licenses and business tax receipts.
1. **Comprehensive General Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$2,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements

Pedestrian and Bicycle Circulation Enhancement Plan

Town of Lauderdale-By-The-Sea RFP No. 19-06-01

Part I – Statement of Work

for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors' coverage.

- 2. Workers' Compensation Insurance** – Statutory.
- 3. Professional Liability** – Please indicate if you carry Professional Liability Insurance and, if so, in what amount.

END OF PART I

Pedestrian and Bicycle Circulation Enhancement Plan

Lauderdale-By-The-Sea RFP No. 19-06-01

Part II –General Information

PART II: RFP GENERAL INFORMATION

A. DEFINITIONS

For the purposes of this Request for Proposals (RFP): **Proposer** shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFP. **Town** shall mean the Town of Lauderdale-By-The-Sea, Town Commission or Town Manager, as applicable, and any officials, employees, agents and elected officials.

Contact Person for the purpose of this RFP shall mean:

Tedra Allen
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4200
Fax: 954-640-4236
Email: tedraa@LBTS-fl.gov

B. INVITATION TO PROPOSE

The Town solicits proposals from responsible Proposers to perform work for or provide goods and/or services to the Town as specifically described in Part I, Statement of Work.

C. CONTRACT AWARDS

The Town Commission anticipates entering into a contract with the Proposer who submits the proposal judged by the Town to be most advantageous. The Town anticipates awarding one contract, but reserves the right to award more than one contract if in its best interest. If the Town selects a Proposal, the Town will provide a written notice of the award.

The Proposer understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the Proposer. A contract or agreement is not binding until a written contract or agreement has been approved as to form by the Town Attorney and has been executed by both the Town (with Commission approval, if applicable) and the successful Proposer.

D. PROPOSAL COSTS

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. The proposal shall be prepared and submitted at the Proposer's sole expense. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

Pedestrian and Bicycle Circulation Enhancement Plan

Lauderdale-By-The-Sea RFP No. 19-06-01

Part II –General Information

E. INQUIRIES

The Town will not respond to oral inquiries. Proposers may mail, email or fax written inquiries for interpretation of this RFP to the attention of the Town Clerk. Please mark the correspondence "RFP No. 19-06-01 QUESTION".

The Town will respond to written inquiries received at least 7 working days prior to the date scheduled for submission of the proposals. The Town will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the Town will email, mail or fax written addenda to any potential Proposer who has provided their contact information to the Town Clerk for such purpose. Although the Town will make an attempt to notify each prospective Proposer of the addendum, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

F. DELAYS

The Town may postpone scheduled due dates in its sole discretion. The Town will attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

G. PRE-PROPOSAL MEETING

No pre-proposal meeting is scheduled.

H. PROPOSAL SUBMISSION

Proposers shall submit one (1) original and three (3) copies of the proposal, along with one USB drive or CD containing an electronic copy of the proposal, in a sealed, opaque package.

The package shall be clearly marked on the outside as follows:

To: Town of Lauderdale-By-The-Sea
RFP No. 19-06-01

Project: Pedestrian and Bicycle Circulation Enhancement Plan

Submitted by: _____

Address: _____.

Proposals shall be submitted in person or by mail. Email submittals are not accepted.

Late submittals, additions, or changes will not be accepted and will be returned to the bidder unopened.

Due to the irregularity of mail service, the Town cautions Proposers to assure actual delivery of proposals to the Town prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling the Office of the Town Clerk before proposal opening time. It is the sole responsibility of each

Pedestrian and Bicycle Circulation Enhancement Plan

Lauderdale-By-The-Sea RFP No. 19-06-01

Part II –General Information

Proposer to ensure that their Proposal is received by the Town by the specified due date and time. Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the Town's opening of Proposals. Proposals, once opened, become property of the Town and will not be returned.

I. PROPOSAL FORMAT

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified herein. Unless otherwise specified, Proposers shall use the proposal forms provided by the Town herein. These forms may be duplicated, but failure to use the forms may cause your proposal to be rejected. Any erasures or corrections on the form must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or completed in ink. Proposals shall be signed in ink. When an RFP requires multiple copies they may be included in a single envelope or package properly sealed and identified.

All proposals shall be submitted as specified in this RFP. Any attachments shall be clearly identified. In order to be deemed responsive and considered for contract award, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals lacking this reference may be considered to have no reference material included in the additional documents.

Proposers shall prepare their proposals using the following format:

1. Letter of Transmittal

This letter will summarize in a brief and concise manner, the Proposer's understanding of the scope of work and make a positive commitment to provide its services on behalf of the Town. The letter must name all of the persons authorized to make representations for or on behalf of the Proposer, and must include their titles, addresses, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the Proposer must sign the letter of transmittal.

2. Title Page

The title page shall show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the RFP No. and the Project name.

3. Table of Contents

Include a clear identification of the material by section and by page number.

4. Organization Profile and Qualifications

Pedestrian and Bicycle Circulation Enhancement Plan

Lauderdale-By-The-Sea RFP No. 19-06-01

Part II –General Information

This section of the proposal must describe the Proposer, including the size, range of activities, and experience providing similar services.

Each Proposer must include:

- Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute.
- Resumes and professional qualifications of all primary individuals and identify the person(s) who will be the Town's primary contact and provide the person(s') background, training, experience and qualifications.
- Completed RFP Forms A, B, C, and D. All RFP forms are included as exhibits to this document and are available on the Town website in Word format.

5. Experience

The Proposer must describe its expertise in and experience with providing goods and/or services similar to those required by this RFP. Describe previous experience relating to the Scope of Work requested in this RFP. Has the firm worked for other governmental entities, particularly municipalities? If so, please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishment for each.

6. Approach to Providing Services

This section of the proposal should explain the Scope of Work as understood by the Proposer and describe the approach, activities and work products that address the Project Components outlined in the Scope of Work in the most efficient manner to maximize the value of consultant services.

7. Compensation

The proposal shall document the fee proposal for the goods and/or services on RFP Form C.

8. Additional Information

Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the proposal.

J. PROPOSAL – Procedural Information

1. Interviews:

The Town reserves the right to conduct personal interviews or require presentations prior to selection. The Town is not responsible for any expenses which Proposers

Pedestrian and Bicycle Circulation Enhancement Plan

Lauderdale-By-The-Sea RFP No. 19-06-01

Part II –General Information

may incur in connection with a presentation to the Town or related in any way to this RFP.

2. **Request for Additional Information:**

The Proposer shall furnish such additional information as the Town may reasonably require. This includes information, which indicates financial stability as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation. Failure to provide additional information requested may result in disqualification of the proposal.

3. **Proposals Binding:**

All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following proposal opening. Town may desire to accept a proposal after the 120-day period. In such case, Proposer may choose whether or not to continue to honor the proposal terms.

4. **Alternate Proposals:**

An alternate proposal is viewed by the Town as a proposal describing an approach to accomplishing the requirements of this RFP which differs from the approach set forth in the solicitation. An alternate proposal may be a second proposal submitted by the same Proposer, which differs in some degree from the prior proposal or from this RFP. Alternate proposals may be in the area of technical approach, or other provisions or requirements of this RFP. The Town will, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the Town's best interest.

5. **Proposer's Certification Form:**

Each proposer shall complete the "Proposer's Certification" form included as RFP Form D and submit the form with the proposal. This form must be acknowledged before a notary public with notary seal affixed on the document.

Pedestrian and Bicycle Circulation Enhancement Plan

Lauderdale-By-The-Sea RFP No. 19-06-01

Part II –General Information

K. PUBLIC RECORDS

Proposals are public documents and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the Proposer's responsibility to become familiar with these concepts. The contract will include a provision wherein the Proposer releases and agrees to defend, indemnify, and hold harmless the Town and the Town's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records. By statute, the contract will also contain the following clauses:

Chapter 119 (Public Records). (1) Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

(2) Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.

(4) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(5) Any compensation due to Contractor shall be withheld until all records are received as provided herein.

(6) Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

L. IRREGULARITIES; REJECTION OF PROPOSALS

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-

Pedestrian and Bicycle Circulation Enhancement Plan

Lauderdale-By-The-Sea RFP No. 19-06-01

Part II –General Information

responsive. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

M. EVALUATION METHOD AND CRITERIA

1. General

The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The Town reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including shareholders, principals and senior management, before making an award. Awards, if any, will be based on the evaluation criteria in this section. The Town's evaluation criteria may include consideration of the information required in this RFP and the following factors:

- A. ability to meet set standards;
- B. availability of qualified personnel;
- C. compensation;
- D. expertise of personnel;
- E. financial resources and capabilities;
- F. past contracts with other governmental jurisdictions;
- G. past performance records;
- H. qualifications of Proposer;
- I. references;
- J. related experience in Florida;
- K. technical soundness of proposal;
- L. past history of meeting required time frames; and
- M. approach to Work.

2. Selection

The Town Manager may conduct the selection process, or at the option of the Town Manager, it may be referred to a selection committee (the "Committee"). Either the Town Manager or the Committee will review all proposals received and establish a list of selected Proposers deemed to be the most qualified to provide the service requested based in part on the criteria set forth above. The Town Manager may submit a recommended firm or a "short list" or a combination of a recommended firm and the "short list" to the Town Commission and the Town Commission shall make a final award.

Pedestrian and Bicycle Circulation Enhancement Plan

Lauderdale-By-The-Sea RFP No. 19-06-01

Part II –General Information

The Town Manager, the Committee or the Town Commission may request oral presentations from the Proposers. Proposers are advised that the Town reserves the right to conduct negotiations with the most qualified Proposer, but may not do so. Therefore, each Proposer should endeavor to submit its best proposal initially.

N. REPRESENTATIONS AND WARRANTIES

In submitting a proposal, Proposer warrants and represents that:

1. Proposer has examined and carefully studied all data provided, and any applicable Addenda; receipt of which is hereby acknowledged.
2. Proposer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the goods and/or services in their proposal.
3. If applicable, Proposer has obtained and carefully studied (or assumes responsibility for having done so) all documents available related to the subject of the RFP and performed any examinations, investigations, explorations, tests, studies and data concerning conditions that may affect cost, progress, or performance of the goods and/or services that relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Proposer, including safety precautions and programs incident thereto.
4. Proposer has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in this RFP and any addenda thereto, and the written resolution thereof by the Town is acceptable to Proposer.
5. The RFP is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal that is submitted.
6. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the Town has any interest, financially or otherwise, in the RFP or contract.

O. Town Contract

The selected Proposer is expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney. The contract will contain the following clauses required by Town Code, and all vendors are expected to comply with these requirements:

No officer or employee of the Town of Lauderdale-By-The-Sea, Florida, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Pedestrian and Bicycle Circulation Enhancement Plan

Lauderdale-By-The-Sea RFP No. 19-06-01

Part II –General Information

No vendor shall give, solicit for, deliver, or provide a campaign contribution directly or indirectly to a candidate or to the campaign committee of a candidate for the offices of Mayor or Commissioner.

End of Part II

RFP FORM A

Proposer: _____

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is:
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail.
3. The address of the principal place of business is:
4. Company telephone number, fax number and e-mail addresses:
5. Number of employees:
3. Name and title of employees to be assigned to this Project:
4. Company identification numbers for the Internal Revenue Service:
5. Provide Broward County business tax receipt number, if applicable, and expiration date:
6. How many years has your organization been in business? Does your organization have a specialty?
7. List the last three projects of this nature that the firm has completed? Please provide project description, reference and contact information and cost of work completed.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

10. Provide the following information for any subcontractors you propose to engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed

The foregoing list of subcontractors may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFP FORM B

Proposer: _____

REFERENCE FORM

Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact:
Title of Contact: Email:
Telephone Number:
Project:
2. Name of Contact:
Title of Contact: Email:
Telephone Number: Project:
3. Name of Contact:
Title of Contact: Email:
Telephone Number:
Project:
4. Name of Contact:
Title of Contact: Email:
Telephone Number:
Project:

RFP FORM C

Proposer: _____

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

**THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH PROPOSAL
TO BE DEEMED RESPONSIVE.**

Name of Proposer: _____

Name of authorized representative of Proposer: _____

Project Cost

Deliverables (Project Components)	Professional Services Fee	Reimbursements
Communication and Project Management	\$	\$
Public Participation	\$	\$
Data Collection and Review	\$	\$
Findings and Analysis	\$	\$
Recommendations	\$	\$
Documentation	\$	\$
Reimbursements not related to a specific deliverable		\$
Total	\$	\$
Total Project Cost: \$_____		

Instructions: Show the project cost for each project component your firm will provide per the requested scope of work. Include the fees associated with each proposed component.

Fees should be detailed to the extent possible per deliverable, with estimated out-of-pocket expenses separate from the proposed fees for professional services.

The Total Project Cost SHALL include all fees and reimbursements for out of pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

Payment will be made upon receipt and acceptance by the Town.

Additional Services

The Town may have the need for additional services, which may be requested over the next 2 years.

If the Proposer is interested in additional work, please provide the hourly rate and staff positions available. The rates for the additional work will not be used for evaluation of the services required.

in this RFP.

Additional Work	
<u>Title:</u>	<u>Hourly Rate</u>
Add rows as necessary	

By: _____

Date: _____

Name: _____

Title: _____

RFP FORM D

Proposer: _____

**THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH PROPOSAL
TO BE DEEMED RESPONSIVE.**

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, nor to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business

By: _____
Signature

Print Name and Title

Mailing Address



TOWN OF LAUDERDALE-BY-THE-SEA

PEDESTRIAN AND BICYCLE CIRCULATION ENHANCEMENT
PLAN ■ RFP NO. 19-06-01

July 2, 2019

THE CORRADINO GROUP

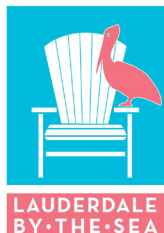
5200 NW 33RD AVENUE, SUITE 203 ■ FORT LAUDERDALE, FL 33309 ■ WWW.CORRADINO.COM



SECTION I: LETTER OF TRANSMITTAL

July 2, 2019

Tedra Allen
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4200
Fax: 954-640-4236
Email: tedraa@LBTS-fl.gov



Re: Pedestrian and Bicycle Circulation Enhancement Plan • RFP No. 19-06-01

Selection Committee Members:

The Corradino Group, Inc. (Corradino) takes this opportunity to submit its response to RFP No. 19-06-01. Lauderdale-By-The-Sea, a unique municipality in Broward County, is committed to maintaining its village-like atmosphere. In keeping with low-rise pedestrian-scale development, the Town promotes pedestrian and bicycle accessibility for its residents and visitors. Corradino has many years of experience with developing plans that enhance the safety of these travelers. By developing a plan to improve connectivity and circulation throughout the Town, Corradino will help create better accessibility for its residents and visitors to popular destinations, such as the beach and the Commercial Boulevard corridor.

The Town is continuing to update and improve the existing travel network by reconstructing Commercial Boulevard with improved pedestrian features, new traffic signals, street lights, pavers and landscaping. In addition to the recent modifications focusing on public transit, bikeways and signage, the Town is dedicated to improving connectivity, accessibility, usability, and safety. Corradino knows it is essential to provide Complete Streets and related multi-modal improvements tailored for the Town.

For almost 50 years, Corradino has provided many municipalities with services similar to those described in the RFP. The firm's success is built on delivering a quality product on time and within budget. Project experience includes:

- 📌 Urban Planning and Community Development
- 📌 Bicycle and Pedestrian Planning
- 📌 Transit Planning
- 📌 Traffic Engineering
- 📌 Transportation Planning
- 📌 Public Involvement and Community Outreach

The Firm understands the scope of work and will deliver a plan that addresses sidewalk connectivity, pedestrian and bicycle safety, and public awareness. Corradino planners have years of experience in data collection and analysis, reviewing resources, and producing quality documents that achieve the goals of its clients.

The Corradino professionals assigned to this project, as longtime South Florida residents, have a thorough working knowledge of the Town and region.

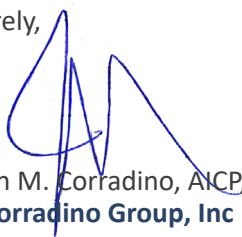
WE LOOK
FORWARD TO
DELIVERING
EXCELLENCE TO
TOWN OF
LAUDERDALE-BY-
THE-SEA ON THIS
CONTRACT!

Below are the persons authorized to make representations for the Firm, as well as their titles, addresses and contact information, as required by the Request for Proposal.

NAME AND TITLE	ADDRESS	EMAIL	PHONE NO.
Joseph C. Corradino, PE <i>Chief Executive Officer</i>	5200 NW 33 rd Avenue, Ste 203, Fort Lauderdale, FL 33309	jccorradino@corradino.com	305.594.0735
Joseph M. Corradino, AICP <i>President</i>	5200 NW 33 rd Avenue, Ste 203, Fort Lauderdale, FL 33309	jmcorradino@corradino.com	305.594.0735
Frederick C. P'Pool <i>Chief Operating Officer</i>	5200 NW 33 rd Avenue, Ste 203, Fort Lauderdale, FL 33309	fppool@corradino.com	305.594.0735

We look forward to further presenting the qualifications of The Corradino Group.

Sincerely,



Joseph M. Corradino, AICP, President
The Corradino Group, Inc



SECTION 2: TITLE PAGE



TOWN OF LAUDERDALE-BY-THE-SEA

PEDESTRIAN AND BICYCLE CIRCULATION ENHANCEMENT PLAN RFP NO. 19-06-01

DATE: JULY 2, 2019

NAME OF FIRM: THE CORRADINO GROUP, INC.

ADDRESS: 5200 NW 33RD AVENUE, SUITE 203 ■ FORT LAUDERDALE, FL 33309

WWW.CORRADINO.COM

CONTACT PERSON: JOSEPH M. CORRADINO, AICP, PRESIDENT

PHONE NUMBER: 954.777.0044

E-MAIL: JMCORRADINO@CORRADINO.COM



SECTION 3: TABLE OF CONTENTS

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SECTION 4: ORGANIZATION PROFILE AND QUALIFICATIONS



ORGANIZATION PROFILE

Corradino has provided planning, engineering design, environmental and construction management services to government and the private sector for almost 50 years. Corradino maintains a staff of 180+ employees with extensive experience in successfully completing both small and large-scale projects, many of which are complex. Our staff has accreditations such as: AICP, AICP CTP, CIP, PE, SE, PTOE, PLS, PMP, RA, NCARB, LEED AP-O&M and PhD.

Our project experience has encompassed a wide range of services such as:

- 📌 Urban Planning and Community Development;
- 📌 Transit Planning and Engineering;
- 📌 Bicycle and Pedestrian Planning;
- 📌 Traffic Engineering;
- 📌 Project Fee Analysis;
- 📌 Transportation Planning;
- 📌 Travel Demand Modeling;
- 📌 Rail and Freight Planning;
- 📌 Public Involvement/Community Outreach;
- 📌 Environmental Assessment and Mitigation;
- 📌 Civil Engineering;
- 📌 Design/Build Services;
- 📌 Construction Engineering and Inspection;
- 📌 Highway and Bridge Design;
- 📌 Aviation Planning and Engineering; and
- 📌 Property Acquisition and Relocation.

The essence of our message is: We have worked for almost five decades on project after project, for repeat clients. Our success is built on delivering a quality product developed through inclusiveness of the planning process and the effectiveness of the communications.

COMPANY INFORMATION

NAME OF BUSINESS:
THE CORRADINO GROUP, INC.

MAILING ADDRESS AND PHONE NUMBER:
5200 NW 33RD AVENUE, SUITE 203
FORT LAUDERDALE, FL 33309
T: 954.777.0044

CONTACT PERSON:
JOSEPH M. CORRADINO, AICP
PRESIDENT
T: 305.594.0735

BUSINESS HOURS: M-F, 8AM - 5PM

LEGAL STATUS:
CORRADINO IS A C CORPORATION

DATE AND LOCATION INCORPORATED:
1970 - LOUISVILLE, KENTUCKY

PARENT OR SUBSIDIARY BUSINESS:
PARENT

**CORRADINO IS HEADQUARTERED AND LICENSED
TO DO BUSINESS IN THE STATE OF FLORIDA.**

State of Florida Department of State

I certify from the records of this office that THE CORRADINO GROUP, INC. is a Kentucky corporation authorized to transact business in the State of Florida, qualified on January 13, 1997.

The document number of this corporation is F97000000207.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on January 2, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Second day of January, 2019*



Ken Ditzner
Secretary of State

Tracking Number: CC0199664474

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

THE CORRADINO GROUP, INC.

4055 NW 97TH AVE
MIAMI FL 33178

LICENSE NUMBER: CA7665

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Corradino Business Tax receipt for the Miami Headquarter office (Miami-Dade) and Ft. Lauderdale branch office (Broward).

003228

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

LBT

5636825

BUSINESS NAME/LOCATION
CORRADINO JOSEPH C
4055 NW 97TH AVE
DORAL FL 33178

RECEIPT NO.
RENEWAL
5879813

EXPIRES
SEPTEMBER 30, 2019
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
CORRADINO JOSEPH C

SEC. TYPE OF BUSINESS
212 PROFESSIONAL
22421

**PAYMENT RECEIVED
BY TAX COLLECTOR**
\$60.00 07/18/2018
CHECK21-18-070490

2018 2019

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000
VALID OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

DBA:
Business Name: CARR SMITH CORRADINO

Receipt #: 315-598
Business Type: ENGINEER (CONSULTING ENGINEERS)

Owner Name: CORRADINO GROUP THE
Business Location: 5200 NW 33 AVE 203
FT LAUDERDALE

Business Phone: 954-777-0044

Business Opened: 06/06/1994
State/County/Cert/Reg: EB-48264
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		8		

For Vending Business Only				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
37.50	0.00	0.00	0.00	0.00	0.00	37.50

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:
CORRADINO GROUP THE
5200 NW 33 AVE #203
FORT LAUDERDALE, FL 33309

Receipt # 1CP-17-00019546
Paid 08/14/2018 37.50

2018 - 2019

QUALIFICATIONS

The Corradino Team has considerable experience with planning and urban design. The firm's project manager and individual staff members are all highly experienced with municipal services contracts. Having over four decades of experience with similar contracts, Corradino maintains excellent relationships with local, county, regional, state and federal agencies and decision makers. This knowledge enables Corradino to expedite its clients' projects adding more value than the simple provision of services. Currently, the firm acts as Planning Directors and planning staff for multiple cities.

The Corradino Planning division consists of a multi-disciplinary group of seasoned professionals, most with decades worth of experience in all aspects of municipal planning. Corradino has a diverse staff with a wide range of experience. Staff has completed many projects that explored and provided analyses of how and when to implement strategies to improve transportation networks. Corradino's senior staff have specialized in public engagement, transportation, and comprehensive planning. Our team includes local professionals who are solution-oriented, active listeners, skilled and experienced in their fields. The following key individuals have been thoughtfully chosen based on the Town's needs for consulting services:



Joseph M. Corradino AICP, as the President of Corradino, will lead the effort and fill the role of Principal-in-Charge. All work efforts will flow through Mr. Corradino, who will review each assignment with the Project Manager.



Edward Ng, AICP, will serve as the Project Manager. Mr. Ng will manage the individual planners assigned to the effort along with Eric Ketterling who will provide support to the Project Manager. Mr. Ng's previous leadership and experience on similar projects reinforce his ability to successfully accomplish his role as Project Manager.



Scarlet Hammons, AICP CTP, will coordinate quality assurance and quality control. Ms. Hammons is also one of only a handful of planners in South Florida with the Certified Transportation Planner distinction as part of her AICP accreditation.



Mark Alvarez specializes in transit and multi-modal projects, and will also assist with more routine consulting services such as providing information to the public, and conducting data collection and analysis. He has worked in a similar capacity for cities across the region, bringing years of experience on equivalent projects.

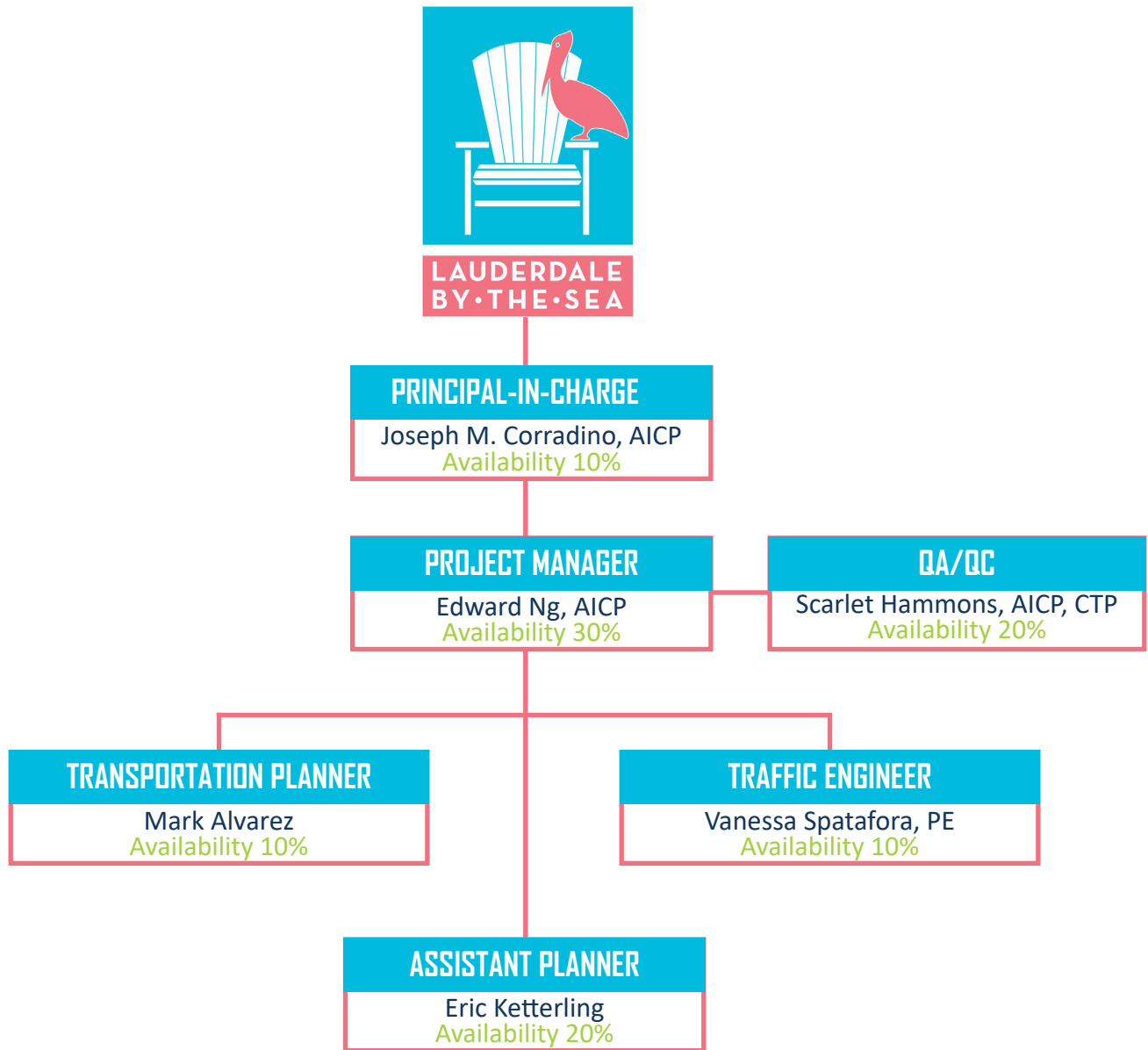


Vanessa Spatafora, PE, will lead the safety analysis portion of the project. She has worked in a similar capacity for multiple cities, as well as FDOT and the Miami-Dade TPO.



The following Organizational Chart identifies the professionals assigned to key project positions. Resumes, licenses and certifications of team members who will be involved with this project and completed RFP forms A, B, C and D.

ORGANIZATIONAL CHART



THE CORRADINO GROUP

YEARS OF EXPERIENCE
26

EDUCATION

1990, BA (Geography), Villanova University
1992, MA (Community Planning), University of Cincinnati

PROFESSIONAL REGISTRATIONS

American Institute of Certified Planners No. 012032
Mayor, Village of Pinecrest, FL (2016 – Present)
Vice Mayor, Council Member Village of Pinecrest, FL (2006-2014)
Miami-Dade MPO, Transportation Planning Council – (2009-2016)
Miami-Dade MPO, Citizens Transportation Advisory Committee, (2004-2006)
Miami-Dade County, Development Permitting Advisory Committee, (2005-2007)
Chairman of the Board, American Planning Association; Gold Coast Section Executive Board (2005-2007)
Chairman of the Board, Board of Dir Chamber South (2006 - 2016)
Chairman of the Board, Doral Business Council (2005-2007)
Chairman, Planning Board, Pinecrest (2004-2006)

HONORS AND AWARDS

American Planning Association Award for Outstanding Achievement: Transportation Concurrency Management Areas
APA Award for Outstanding Mobility Project: Palmetto Bay Transportation Master Plan
Florida Redevelopment Association Award: Hialeah Transportation

JOSEPH M. CORRADINO, AICP

President/Principal-In-Charge



Mr. Corradino is President of The Corradino Group, Inc. and heads the company's land use and transportation planning operations. Over his 26-year career, he has been an advocate of planning transportation and land use in concert with one another. In doing so, he has focused on working with local governments to create and improve their comprehensive plans, zoning codes and transportation master plans. His work in the field has been successful as he has performed these services for nearly every city in Miami-Dade County, and has developed a unique credibility within the individual communities from the very local perspective. Joe Corradino knows well what it takes to be successful in this arena, where local municipalities oversee land use decisions, and larger governments are in charge of transportation, because he has been in government, as an appointed and elected official for over 15 years, most currently as Mayor of Pinecrest. Few consultants possess this perspective.

EXPERIENCE

Building, Zoning and Planning Department, Key Biscayne, FL. *Project Manager.* Corradino provides professional planning services on an ongoing basis to the Village of Key Biscayne. Mr. Corradino oversees the Building, Zoning and Planning Department on a consulting basis. He was in charge of administering the Village's Comprehensive Plan and Land Development Code. Mr. Corradino leads the review and processing of all applications for development each year.

Miami-Dade County TPO SMART Plan/North Corridor. *Project Manager.* On April 21, 2016, the Miami-Dade TPO Governing Board passed the Strategic Miami Area Rapid Transit (SMART) Plan recognizing the community's long-standing desire to advance a program of rapid transit and supporting projects to address the mobility needs throughout Miami-Dade County. The six SMART Corridors are: North Corridor (NW 27th Avenue); South Dade TransitWay; Tri-Rail Coastal Link (Northeast/FEC Corridor); East-West Corridor (SR-836); Kendall Corridor; and, Beach Corridor.

Miami Lakes Alternative to Concurrency Study, City of Miami Lakes, FL. *Principal-in-Charge.* Corradino reviewed multimodal development and transportation needs in the Town of Miami Lakes as part of an analysis for the redesign of the impact fee system from a concurrency-based system to a mobility fee. The Town of Miami Lakes recognized that continued growth in the region placed a strain on the Town's transportation system, resulting in vehicular congestion that compromised the quality of life for residents, adversely impacting the community's sense of place. Mr. Corradino oversaw the development of the project and QA/QC for all deliverables.

Homestead General Planning Services, Homestead, FL. The Corradino Group, Inc. (Corradino) was tasked with completing Comprehensive Plan Future Land Use Plan Map amendments, the rezoning of City-owned properties in Downtown Homestead and amending the zoning code to allow for public and retail/entertainment facilities. Corradino has worked for the City of Homestead since the mid 1990's, having completed several planning and engineering studies in and around the City, including a city-wide gateway signage project, the Transportation Element to the Comprehensive Plan and the design of the Campbell Drive/Florida's Turnpike interchange. In 2007, the firm was hired to its current General Planning Services Contract.

Palmetto Bay Professional Services – Traffic Engineering, Urban Planning and General A/E Services, Village of Palmetto Bay, FL. *Principal-in-Charge.* Palmetto Bay is a city along the South Corridor. Its citizens are highly sensitive to growth, particularly to the south, because that traffic currently drives through their community deteriorating the quality of life. They have re-land used and rezoned their downtown to provide for transit-oriented densities. Corradino provides the City with the following services: General Urban Planning to include, but not limited to: comprehensive planning, land development regulation, charrettes; neighborhood plans, and code enforcement regulations.

THE CORRADINO GROUP

JOSEPH M. CORRADINO · Page 2 of 2

General Traffic Engineering Services, to include, but not limited to: traffic counts and reports; traffic planning and surveys; and comprehensive traffic analysis, safety analysis, parking studies, traffic intrusion studies, and neighborhood traffic management. General Architectural and Engineering Services to include but not limited to: building renovations and/or alterations; facility design, and specifications; space planning; cost estimating; construction inspection/construction management; landscape design; and park facility master planning.

2006 – Present: Comprehensive Plan, Zoning Code. Town of Cutler Bay, FL. *Principal-in-Charge.* Cutler Bay is the central node on the South Corridor, located at the junction of the Transitway, US-1 and Florida's Turnpike. This critical location provides access for people from South Dade who wish to get to Downtown or Doral. Corradino serves as the Town's General Consultant assisting with transportation, planning and civil engineering projects. As part of this GES contract, Corradino produced the Transportation Master Plan and completed traffic calming analyses. Corradino led the effort to write the Towns' Comprehensive Plan, which led to a significant intensification and diversification of the land uses in the Southland Mall area. This activity is critical in providing the land use intensity required to support mass transit. Corradino also produced the Town's Land Development Regulations, provided cost estimates and scopes of services for major roadway reconstruction and paving, written grants, assisted with the development of Green policies and code regulations, evaluated economic development initiatives, structured aspects of the Capital Improvements Element, evaluated environmental characteristics of the community, acted as a liaison between the Town and Miami-Dade County Public Works, FDOT and the MPO, conducted public engagement and developed civil engineering and drainage plans.

Rockford Comprehensive Transit Study & Analysis, Rockford, IL. *Project Manager.* The Rockford, IL Comprehensive Transit Analysis was a data intensive study. Within a few weeks of the notice to proceed, Corradino mobilized a survey effort to collect boarding and alighting data for weekday, evening, Saturday and Sunday routes. In addition, passenger intercept surveys were conducted on all routes. In the fall of 2011, initial routing recommendations were implemented for an expansion service to Belvidere, an adjacent community. The public involvement process included two rounds of public meetings and interviews of key stakeholders and decision makers. The product of the analysis was a set of three operating scenarios based on various projected funding levels and system goals. Recommendations included integration of Rockford's new East Side Transfer Center into this radially oriented system.

North Miami Express, North Miami, FL. *Principal-in-Charge.* Corradino is evaluating the current 4-route NOMI express system in North Miami, FL. Analysis includes the potential rerouting and retiming of the circulator system, new technology and its applicability for transit management, investigating connections with Miami-Dade Transit, and the circulators in North Miami Beach, Bal Harbour/Surfside/Bay Harbor Islands and Miami Shores. This project will evaluate the financial structure and projected demands for the circulator and its continuous funding.

Sarasota Transportation Concurrency Management Area, City of Sarasota, FL. *Project Manager.* The Newtown Comprehensive Redevelopment Plan adopted by the City on October 2002, seeks to revitalize a well-defined urban area through focused regulatory and policy strategies that promote economic redevelopment. The transportation strategy the City of Sarasota desired to promote their redevelopment with is the designation of the area as a TCMA. Corradino was hired to develop such development.

Clearwater "One City, One Future" Strategic Master Plan, City of Clearwater, FL. *Project Manager.* The City of Clearwater has constructed an ambitious strategic vision, "One City, One Future", which capitalizes on the strengths of each segment of the Clearwater Community. One such community, the North Greenwood Neighborhoods, was satisfied with many of the previous plans and were eager to see them become reality. Therefore, each project suggested in this report is a highly realistic and should be undertaken within a three-year time frame. Implementation was arranged in five primary areas: infrastructure/community facilities, community development/business, community relations, housing and social services.

2014 – Present: Development Services Department, City of Homestead, FL. *Project Manager.* Corradino provides professional planning services on an ongoing basis to the City of Homestead. Mr. Corradino oversees the Building Department and Planning/Zoning Department on a consulting basis. He was in charge of administering the City's Comprehensive Plan and Land Development Code. Homestead has been one of the fastest growing cities in America, and Mr. Corradino leads the processing of all their applications for development each year. Homestead is the southern terminus of the US-1 Bus lanes, and critical terminal node in the SMART Plan system.

2010 – Ongoing: Florida Department of Transportation (FDOT), District 4, Districtwide General Planning Consultant, Systems Planning Support, City of Fort Lauderdale, FL. *Project Manager.* Corradino was selected as part of a team to assist FDOT District 4 in providing professional transportation planning services to supplement the FDOT District 4 Systems Planning staff as well as to serve as an extension to the FDOT District 4 Planning and Environmental Management Office. The primary tasks included: Site Impact and Growth Management Reviews; Project Traffic/Travel Demand Forecasting Review; Interchange Proposal Review; Model Application; Corridor Analysis; Transportation Studies Review and Development; Transportation Plan Development; On-Site Services and Support. *Project Cost:* \$1,500,000. *Reference:* Lisa Dykstra, 1-866-336-8435.

THE CORRADINO GROUP

YEARS OF EXPERIENCE

9

EDUCATION

Master of Public Policy, University of Southern California, Los Angeles, CA 2012

Master of Planning- (Concentration in Economic Development), University of Southern California, Los Angeles, CA 2012

BA (Planning and Public Policy, Minor in Economics), Rutgers University, New Brunswick, NJ, 2008 (High Honors)

Graduate Certificates: Housing and Community Development (Rutgers, 2008), Real Estate Development (Rutgers, 2011), Homeland Security and Public Policy (USC, 2012), Public Management (USC, 2012)

PROFESSIONAL REGISTRATIONS

American Institute of Certified Planners No. 28927

American Planning Association (APA) No. 248674

APA Florida Executive Committee Member – November 2017 - Present

APA Gold Coast Section – Chair (Current); Vice-Chair, Professional Development Officer, Young Planners Group Ambassador (Previous)

HONORS AND AWARDS

Robert Biller Award for Best Performance in the MPP Practicum (05/11)

Outstanding Graduate Student Leader Award (04/12)

SPPD Academic Capstone Achievement Award (05/11)

Dean's List (Spr 06 - Spr 08)
LGBT Service Award, USC (04/11)

EDWARD NG, MPP, MPL, AICP

Project Manager



Mr. Edward Ng, AICP is a Technical Vice President at Corradino's Planning Department, with experience in transportation, economic development, transit-oriented development, and land use planning. His work involves demographic analyses, preparation of and updates to comprehensive plans, grant writing, land use code revisions, geospatial planning analyses, GIS mapping, public outreach, and analyses of traffic facilities and operational data. He specializes in interdisciplinary aspects of planning, including transit-oriented development and complete streets. His recent projects involve land use, transportation, and comprehensive planning services with the Miami-Dade Transportation Planning Organization and the

municipalities of Doral, Cutler Bay, Key Biscayne, North Miami, North Miami Beach, Hallandale Beach, and many others. He is currently the Chair of the American Planning Association, Gold Coast Section Executive Board, and teaches the AICP exam preparation course for planners in Miami-Dade, Broward, Monroe, and Collier Counties.

EXPERIENCE

Village of Palmetto Bay Mobility Impact Fee Study. *Project Manager.* Evaluation of local multimodal transportation capital improvement needs and the development of a new Mobility Impact Fee to finance local improvements. This new fee will replace the outdated local Roadway Impact Fee system, which is geared only towards roadway improvements and has limited finance capabilities for transit, pedestrian, and bicycle facilities.

Unified Bicycle/Pedestrian Master Plan, Aventura, FL. *QA/QC.* This project involves reviewing existing bicycle and pedestrian planning needs in the City of Aventura, FL. Mr. Ng was involved in developing the final project list and is responsible for overall QA/QC of the technical aspects of the report.

City of Miami Beach NoBe Ocean Terrace Neighborhood Urban Design Plan. *Prime Consultant Project Manager.* This study builds upon the City's prior visioning for the North Beach area of Miami Beach. Specifically, this plan focuses on an urban design plan for the Ocean Terrace neighborhood, which is located adjacent to the North Beach Town Center neighborhood as envisioned in the City's NoBe Master Plan.

City of Fort Lauderdale Comprehensive Plan. *Project Manager.* This project will completely revise and replace the existing comprehensive plan, and introduce new elements such as Climate Change, Urban Design, and Economic Development, and build upon public school facilities by expanding the scope of policies in an Education Element geared for all ages. Conducting analysis of economic conditions and development, transportation, land use, and urban design.

MPO Public-Private Partnership Guide (P3). *Senior Planner.* This report addressed Public Private Partnerships (P3) structures and provided guidance to local authorities on opportunities and pitfalls in establishing them. Research included evaluation of both successful and unsuccessful P3s, looking into contributing factors towards their successes and failures.

THE CORRADINO GROUP

EDWARD NG, MPP, MPL, AICP · Page 2 of 2

Village of Key Biscayne Civic Center Parking Analysis. *Project Manager.* Conducted parking analysis for the Key Biscayne Civic Center, noting the level of parking deficit for the area. Study noted parking patterns and localized deficits in parking supply.

Town of Cutler Bay Transportation Master Plan, Cutler Bay, FL. *Lead Planner.* This project involved an update to the 2008 Transportation Master Plan and was approved by the Town in October 2014. Work included evaluating current traffic counts and projecting traffic and Level of Service for 5 and 20 years into the future. Also involved were analyzing and updating existing TIP projects and policy, land use, demographics, transit, and economic trends. A list with 63 projects, worth appx. \$21 million, was developed and prioritized.

Norman S. Edelcup K-8 Safe Routes to School. *Project Manager.* Evaluated Safe Routes to School for Key Biscayne K-8 Center in the City of Sunny Isles Beach. Report analyzed pedestrian, bicycling, and safety to this school, with outreach to the community, and provided recommended routes and facility improvements within a 0.5-mile radius of school. Funding applications were also prepared for these projects on behalf of Miami-Dade County Public Schools.

Shuttle Comprehensive Operational Analysis North Miami Beach, FL. *Project Manager.* Corradino evaluated the transit circulator system to make ridership recommendations. Analysis included investigating connections with Sunny Isles Beach's circulator. The project reviewed the system's financial structure and projected demands for the circulator to determine funding for the system. Three new routes were recommended to expand service to underserved neighborhoods within the City. Currently, Corradino is assisting with Phase 2, with implementation of two of the new routes to take place in 2017.

Oakland Park Culinary Arts District Mobility Plan, Oakland Park, FL. *Project Manager.* District mobility and multimodal transportation planning for the Culinary Arts district in Oakland Park's CRA. Plan will include the redevelopment of Main Street (12th Avenue) to include a new trolley and potential pedestrian corridor, as well as revisions to current District Design guidelines and recommendations for DUMD regulations. Conducting district parking analysis.

City of Doral Transit Mobility Plan, Doral, FL. *Lead Planner.* This study is evaluating current transportation in Doral to assist the city in improving mobility and will include an assessment of existing projects and future needs, development of projects, and an implementation plan. Work currently involves transportation systems analysis, including review of demographics and trends, the goals and policies of the Doral's Comprehensive Plan, and traffic count and data analyses, and involves field assessment of the urban design and connectivity of the multimodal transit system, as well as public outreach. Currently, this has led to the development of a current and future project needs list to improve multimodal transportation in Doral. Work also includes the utilization of ArcMap and ArcCatalog to conduct geospatial data analysis of existing and needed transit infrastructure improvements and to provide graphical display of mapped project data. This project will also address the spatial requirements of elements necessary for effective, safe and secure multi-modal transportation solutions integrated into normal roadway operations.

Town of Cutler Bay Transportation Master Plan, Cutler Bay, FL. *Lead Planner.* This project involved an update to the 2008 Transportation Master Plan and was approved by the Town in October 2014. Work included evaluating current traffic counts and projecting traffic and Level of Service for 5 and 20 years into the future. Also involved were analyzing and updating existing TIP projects and policy, land use, demographics, transit, and economic trends. A list with 63 projects, worth appx. \$21 million, was developed and prioritized.

City of South Miami, South Miami Complete Streets

Urban Designer/Transportation Planner/ Project Manager. Created new Complete Streets guide based on urban design and concept of context sensitive modular for placemaking and enhancements to the pedestrian realm. Performed the Transit, Pedestrian, Bicycle, and Land Use analysis and needs assessment including the City's Bicycle and Pedestrian Level of Service by collecting and analyzing data such as the City's roadways characteristics, current conditions and pedestrian, bicycle and transit facilities. Attended public/outreach meetings and workshops for the Civic Engagement section and review previous studies and City's Comprehensive Plan for the project's Policies and Procedures Element.

Miami-Dade TPO First-Mile/Last-Mile Mobility Study. This study evaluated the state of First Mile/Last Mile (FLM) mobility strategies and infrastructure nationwide. Beyond reviewing best practices for transference to the Miami-Dade area, the study explored basic urban travel demand assumptions, infrastructure characteristics and mobility delivery models to develop a basis for a ground-up understanding of how and when to implement different FLM strategies based on development contexts and primary corridor transit characteristics.

THE CORRADINO GROUP

YEARS OF EXPERIENCE

23

EDUCATION

University of California, San Diego,
BA Urban Studies and Planning
(June 1995)

PROFESSIONAL AFFILIATIONS

Chair, Technical Coordinating
Committee, Broward
Metropolitan Planning
Organization (2014 to 2016)
Chair, Planning and Zoning Board,
Surfside, Florida (2010 to
2011)
Airport Leadership Development
(class of 2014)
Member, American Association of
Airport Executives (2013 to
Present)
Member, American Planning
Association (1995 to Present)
Chair, Gold Coast Section, APA
Florida (2008 to 2011)
Gold Coast Representative, APA
Florida Legislative Policy
Committee (2010 to 2011)
Member, Urban Land Institute,
Miami Young Leaders Steering
Committee (2011 to 2013)
Chair, APA Florida Annual
Conference Committee, Miami
(2008)

PROFESSIONAL CERTIFICATIONS

American Institute of Certified
Planners
Certificate in Community Real
Estate Development, University
of South Florida
Supervisor Apprenticeship course,
Broward County

SCARLET R. HAMMONS, AICP CTP

Senior Planner/QA/QC



Ms. Hammons specializes in the analyses of land use issues related to comprehensive plans, zoning, and all aspects of the site planning process. She has recently completed AICP Advanced Certification in Transportation Planning. Her experience also includes preparing zoning regulations, writing comprehensive plans, drafting ordinances, assisting with transportation master plans and preparing graphics, exhibits and maps. She has managed numerous planning projects for Corradino's municipal and agency clients. She served for three years in the Florida Department of Transportation, District 6 planning division where she was the in-house growth management analyst.

EXPERIENCE

Building, Zoning and Planning Department, Key Biscayne, FL. Assistant Project Manager. Corradino provides professional planning services on an ongoing basis to the Village of Key Biscayne. Ms. Hammons provides Assistant Director services to the Building, Zoning and Planning Department on a consulting basis. She is in charge of administering the Village's Comprehensive Plan and Land Development Code and providing assistance to the public on planning related matters.

Virginia Gardens EAR, Virginia Gardens, FL. Planner. Corradino evaluated the Village's comprehensive plans and goals to provide a determination of sufficiency in meeting state statutory requirements. The evaluation and Appraisal Report determined the need to amend the local Comprehensive Plan to fulfill state law mandates and update the planning horizon to 10 years.

City of Homestead General Planning Services, Miami-Dade County, FL. Senior Planner. In 2014, Corradino was tasked with completing the Comprehensive Plan Future Land Use Plan Map amendments, rezoning of City-owned properties in Downtown Homestead, and amending the zoning code to allow for certain public and retail/entertainment facilities. Corradino's planners review all applications, including site plans, variances, certificates of use, special exceptions, planned unit developments and traffic impact analyses. In addition, Corradino handles special projects including annexation analyses, zoning code chapter revisions, a public art master plan, comprehensive plan amendments, and zoning and land use map changes.

In-House Planning Consultant, City of Oakland Park, FL. Principal Planner. Serving as the in-house planning consultant to fill in a gap with City staffing level, Scarlet worked with the City for approximately four months. Primary responsibilities included reviewing applications for development and providing a written report for the Design Review Committee, Board of Adjustments and Planning and Zoning Boards.

Comprehensive Plan Update, City of Ft. Lauderdale, FL. Assistant Project Manager. The City of Ft. Lauderdale is revising the existing Comprehensive Plan under 6 platforms: Infrastructure, Public Places, Neighborhood Enhancement, Business Development, Public Safety and Internal Support Platform. The Comprehensive Plan will be written with conciseness in mind, and will be a visual document where applicable, with the end of creating a highly accessible document that can be easily read by citizens, businesses, policymakers and staff.

Parking System and Ordinance Revisions for the Downtown Development District, City of Oakland Park, FL. Project Manager. The project consists of two tasks 1) recommend a new parking system; 2) develop the implementing ordinance. The parking system

THE CORRADINO GROUP

SCARLET R. HAMMONS, AICP CTP · Page 2 of 2

tasks includes reviewing existing parking needs calculations, suggesting a new calculation procedure, determining future needs, costs, tracking and potential management systems.

Unified Bicycle and Pedestrian Master Plan, City of Aventura, FL. *Project Manager.* The Northeastern part of the county is one of its most-congested areas. The regional roads carry heavy traffic, which is often not highly directional. Aventura realized years ago that it needed to impact the way people moved within the community by providing bicycle, pedestrian and transit infrastructure within these rights of way. This effort focuses on this multimodal approach and polishing an already well-functioning system.

Transportation Master Plan Update, City of Doral, FL. *Assistant Project Manager.* A set of over 50 projects were developed to address the City's continued multi-modal transportation system and advocate for funding of them.

Circulator Route Operational Analysis, City of North Miami, FL. *Assistant Project Manager.* This work entails reviewing the system's routes, headways, management and operations. A passenger survey was conducted to understand not only the stop-by-stop performance of the system, but its ridership preferences. From that data, an analysis is being performed to modify the routes and provide services and amenities more closely aligned with rider's needs.

Eminent Domain Analysis, City of Homestead, FL

Planner. Corradino serves as the City's General Consultant assisting with transportation, planning and civil engineering projects. One product of the work is a needs analysis based on alternatives, comparing land use and zoning, cost, safety and environmental considerations.

Concurrency Review Consultant, Cost Recovery, North Miami Beach, FL

Project Planner. Corradino reviews the development application data and usage for each concurrency category and compares that against the remaining capacity. Capacity surpluses or deficits are identified and a concurrency report is issued.

EAR Based Amendments to the Comprehensive Plan, Village of Virginia Gardens, FL

Project Manager. Corradino is reviewing major issues as part of the EAR update by conducting analysis of future development, transportation, land use, and urban design.

Land Development Regulations Rewrite, Village of Virginia Gardens, FL

Project Manager. Corradino serves as the Village's General Consultant assisting with transportation, planning and civil engineering projects. Corradino produced the Village's first major update to the Land Development Regulations since incorporation.

Safe Routes to Schools Plan, Village of Palmetto Bay, FL

Project Manager. Corradino performed the Safe Routes to School project for three elementary schools. The analysis included pedestrian, bicycling, and safety of the routes to these schools, with outreach to the community. Corradino recommended route and facility improvements within a 0.5-mile radius of school. Funding applications were also prepared for these projects on behalf of Miami-Dade County Public Schools.

EAR Based Amendments to the Comprehensive Plan, Village of El Portal, FL

Project Manager. Corradino served as the Village's General Consultant assisting with transportation, planning and civil engineering projects. Corradino produced the Village's first major update to the Comprehensive Plan to incorporate EAR-Based Amendments.

Land Development Regulations, Town of Cutler Bay, FL

Project Manager. Corradino served as the Town's General Consultant assisting with transportation, planning and civil engineering projects. Corradino produced the Town's first Land Development Regulations.

EAR Based Amendments to the Comprehensive Plan, City of Key West, FL

Project Manager. Corradino created comprehensive plan amendments incorporated in the comprehensive plan.

Town of Cutler Bay, Comprehensive Plan

Project Manager. Corradino led the effort to write the Town's Comprehensive Plan, which led to a significant intensification and diversification of the land uses in the Southland Mall area. This activity is critical in providing the land use intensity required to support mass transit.

THE CORRADINO GROUP

YEARS OF EXPERIENCE

30

EDUCATION

MS, Civil Engineering,
Transportation
The Ohio State University 1992
Columbus, Ohio

MCRP, The Ohio State University
1992
Columbus, Ohio

BS, Business
Operations Management
The Ohio State University 1988
Columbus, Ohio

Master of Professional Studies,
Renewable Energy &
Sustainability Systems (*expected*
2020)
Pennsylvania State University
University Park, Pennsylvania

CERTIFICATIONS

Professionalism & Ethics
Certification for Lobbyists
Florida International University
(FIU) Metropolitan Center 2016,
2014, 2010
Miami, Florida

Commercial Real Estate,
Advanced
Miami Association of Realtors
2015

American Institute of Certified
Planners

American Planning Association 1996,
Chicago, Illinois

Dispute Resolution Program
Florida Conflict Resolution

Consortium, Florida State University,
1993, Tallahassee, Florida

MARK ALVAREZ

Transportation Planner



Mr. Alvarez is a professional planner with 29 years experience in transportation planning, land development analysis, infrastructure programming and environmental impact analysis. He brings his experience together to provide holistic approaches for integrated solutions toward sustainable and resilient urban development that is focused on developing socially and economically viable mobility plans that leverage public, business and government resources together. Toward these ends, he brings significant experience in: land use policy planning; land use regulatory analysis toward development outcomes; transit development, policy and operational analysis; alternative-fuel vehicles; last-mile mobility planning; parking analysis; and capital improvement programming. He is very experienced in public participation processes, having delivered hundreds of presentations for community input, charettes, advisory boards, and elected bodies.

EXPERIENCE

South Florida Regional Policy Plan Transportation Element, South FL. Reviewed development, transportation and energy trends in the three-county region, reviewed regional planning efforts and comprehensive plans, then developed new and amended transportation policies for the South Florida Regional Policy Plan for adoption by the SFRPC Board.

Interim Planning Director, Village of Palmetto Bay, FL, Project Manager. Corradino is tasked with the overall planning, administration, management, operations and problem solving of the Planning & Zoning Division. Mr. Alvarez role is to provide staff support, land use zoning and comprehensive planning for the Village. Recent projects include: concurrency and impact fee review; transit and parking analyses; and assistance with general planning. *Reference: Edward Silva, Village Manager, (305) 259-1234*

2018: Miami-Dade TPO First-Mile/Last-Mile Mobility Study. This study evaluated the state of First Mile/Last Mile (FLM) mobility strategies and infrastructure nationwide. Beyond reviewing best practices for transference to the Miami-Dade area, the study explored basic urban travel demand assumptions, infrastructure characteristics and mobility delivery models to develop a basis for a ground-up understanding of how and when to implement different FLM strategies based on development contexts and primary corridor transit characteristics.

2016: Miami Downtown Development of Regional Impact (DRI), Increment III. Consistent with State requirements, performed technical and policy review for the South Florida Regional Planning Council (SFRPC). Review included traffic capacity and operational analysis methodologies, inputs, outputs; transit data review; and policy implications for the Person Trip Methodology, transit mode share assumptions; and implications for area-wide development.

2016: America's Dream Miami Megamall, Land Use Amendment Transportation Impacts. Performed for the SFRPC, preliminary technical review of multimodal transportation analysis methodologies of the proposed America's Dream Miami megamall.

2015: Paseo de la Riviera, Coral Gables TOD. Peer review of Transit Oriented Development (TOD) proposed for the Metrorail University Station with relevance to: transit-supportive efficacy; transit station utilization analysis; consistency with FDOT Florida TOD Guidebook and national best practices; area and neighborhood compatibility; consistency with the City's

Comprehensive Plan and zoning code; and community input at charrette and visioning processes.

THE CORRADINO GROUP

MARK ALVAREZ Page 2 of 2

Pedestrian & ADA Safety Program

Florida Department of Transportation (FDOT) 1992
Stuart, Florida

PROFESSIONAL BOARDS AND COMMITTEES

Southeast Florida Clean Cities Coalition, 2014-present

City of Miami Selection Committee,
Miami Midtown Trolley Plan,
Commission Appointee, 2004

City of Miami Upper East Side
Development Council Boulevard
Oversight Committee, 2004

City of Miami Beach Traffic
Calming Committee, Chairperson,
Commission Appointee, 1999

City of Miami Beach Transportation
and Parking Committee,
Commission Appointee, 1998-99

Fort Lauderdale Airport Runway
Expansion Technical Advisory
Committee (TAC)
South Florida Regional Planning
Council Designee, 2002-2003

PROFESSIONAL PRESENTATIONS

*Using Ridecheck and Survey
Results to Formulate Operational
Recommendations,*
American Public Transportation
Association (APTA)
North American Conference
Minneapolis, MN 2005

*Intermodal Trends in the Miami
Urbanized Area; Changes Over a
Decade and Emerging Trends,*
American Public Transportation
Association (APTA)
North American Conference
Vancouver, BC Canada 2004

2014: Drive Electric Florida, Volume II. Developed a detailed feasible plan for a demonstration project to provide electric, shared vehicles to complete the “last mile” for MetroRail stations, with the dual purposes to introduce electric vehicles (EV) to increase their market penetration and increase transit usage. Additionally, performed a preliminary feasibility analysis to utilize battery-electric buses along the Busway. Work included extensive quantitative market analysis, EV transit infrastructure planning, and national benchmarking of car sharing programs.

2012: Pinecrest Parkway Vision Plan. Working with team of architects, performed analysis and recommendations for transportation, access, delivery, bicycle/pedestrian networks, and parking toward redevelopment policy for a 3-mile linear commercial district to increase commercial viability, multimodalism and reposition gateway areas for lifestyles retail, while improving buffering and compatibility to abutting single-family neighborhoods.

2012: Coconut Grove BID Traffic Improvements, Phase II. Provided peer review of traffic, pedestrian, transit and parking improvement plans for the Coconut Grove Business Improvement District.

2011: Brickell Citi Center Driveway Impact Analysis on Existing Businesses. Provided peer review of impacts of drive location and spacing of Brickell Citi Center Major Use Special Permit (MUSP) on vehicular access and egress to existing adjacent businesses. Review was based analysis of driveway clearance regulations, forecast driveway volumes, and intersection operations.

2011: Curtis Lane Right of Way Abandonment. Provided analysis of abandoning street end right-of-way for private property owner in Broward County.

2008: Pinecrest Parkway (US-1) Intersection Improvement Study. As subconsultant to the Lehman Center for Transportation Research, participated with FIU faculty and student team to perform traffic operational alternatives analyses to improve the safety and optimize the throughput of 12 intersections along South Dixie Highway (US-1) at the edge of the Village of Pinecrest. For each intersection, priorities were established, data collected, microsimulations performed, and alternative improvements recommended for two growth horizons.

2008: South Dade Busway Feeder Study. As Principal Investigator (PI) with the Lehman Center for Transportation Research, led FIU students and sub-consultant in the analysis of commuter utilization and latent transit markets to plan new transit feeder services to alleviate park-and-ride capacity and meet future planned transit-oriented development (TOD) for the 20-mile bus rapid transit (BRT) South Dade Busway corridor. Work included extensive data collection with origin-destination results, public input, land use analysis and operational analysis.

2008: Flamevine Avenue Right-of-Way Abandonment. Provided analysis of abandoning street end right-of-way for private property owner in Palm Beach County.

2007: Pinecrest People Mover. As part of the People’s Transportation Plan developed a micro-transit circulator plan focused to link students to schools, and residents to community parks, library, and commercial areas in a community that is primarily estate-density residential. Circulator was implemented in 2008 and is still in operation.

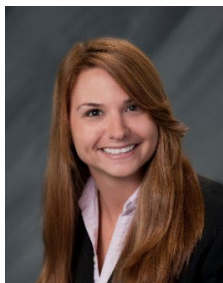
THE CORRADINO GROUP

YEARS OF EXPERIENCE
10

EDUCATION
BS (Civil Engineering), University of
Florida, 2009

REGISTRATION
Professional Engineer:
Florida, No. 77741, 2014

VANESSA SPATAFORA, PE Traffic Engineer



Mrs. Spatafora has 10 years of engineering experience. She has performed all facets of roadway design and has extensive experience with Florida Department of Transportation (FDOT) procedures, including plans production, preparation of specifications, maintenance of traffic, and cost estimates. In addition, Mrs. Spatafora has considerable highway, intelligent transportation system, crash data analysis and safety evaluation experience.

EXPERIENCE

2011-Present:

- Perform Project Development and Environment Studies (PD&E)
- Analyze and develop alignment alternatives for complex highway improvements projects including typical sections, conceptual plan layouts, maps, drawings, right of way maps and other graphical material.
- Analyze various typical section alternates for proposed facilities.
- Generate project cost estimates including engineering cost, construction cost, right of way cost and maintenance cost.
- Make field inspection trips to collect and accumulate information and/or assist in field studies necessary for the preparation of project development studies, preliminary design, cost estimating and other efforts.
- Assist with the preparation of material to be incorporated in project development reports, traffic analysis reports, justification reports, special reports and handout materials. Duties also include assisting in the assemblage of reports, documents and other materials.
- Assist with the development of design presentations for public meetings, elected officials and citizens providing the necessary information to assure the public is sufficiently informed on the proposed projects and improvements.
- Assist with the preparation of material to be submitted to area planning boards, cities, counties, governmental or other agencies for comments and approval.
- Attend and assist with the preparation of public workshops, meetings and hearings.

2019: Biscayne Everglades Greenway Traffic Study, City of Homestead, Florida

Project Engineer. Corradino conducted a Traffic and pedestrian Study for the Homestead Biscayne Everglades Greenway. The study focus was on the three proposed pedestrian crossings just to the south of Canal C-103 bridges/structures located at SW 162nd Avenue, SW 152nd Avenue and SW 147th Avenue. The three pedestrian crossings were analyzed for speed data, projected vehicle, pedestrian and bicycle volumes, operational analysis of roadway segments, sight distance and crash data. *Reference: Pedro Reynaldos, Operations Manager for Parks and Public Works, 305.224.4405.*

2014: FDOT District 6, SR 847/NW 47th Avenue PD&E Study, Miami-Dade County, FL

Project Development Engineer responsible for the Sociocultural Effects Evaluation Report, crash data analysis and safety analysis. Arterial Widening (from two-lane to four-lane) and intersection/safety improvements; 2.4 Miles in Miami-Dade County. [Subconsultant.] *Reference: Bao-Ying Wang, PE, 305-470-5211.*

2013: FDOT District 4, I-95 PD&E Study, Add Express Lanes, Broward County, FL

Project Development Engineer. 13.5 Miles in Broward County (underway). Assisted with the preparation of material to be incorporated in project development reports, traffic analysis reports, justification reports, special reports and handout materials. The project included the addition of express lanes to the I-95 corridor from north of Oakland Park Boulevard to south of Glades Road to provide continuity with the proposed and existing express lanes systems to the South of this project. The corridor improvements consisted of two tolled express lanes in each direction within the study limits. These improvements address future vehicular growth projected in the area, improve highway safety, enhance hurricane and other emergency evacuations and improve system connectivity with major arterials along the

THE CORRADINO GROUP

VANESSA SPATAFORA · Page 2 of 2

corridor. Assisted with travel demand forecasting, concept development and report development, crash data analysis and safety analysis. *Reference: Henry Oaikhena, PE, 954-777-4445.*

2012: FDOT District 2, I-10/US 301 Interchange PD&E/IMR Study, Duval County, FL

Project Development Engineer. Responsible for report development, crash data analysis and safety analysis. Interchange improvements; 3 Miles in Duval County, responsible for report development, crash data analysis and safety analysis. Interchange improvements included the construction of a new US 201 northbound to I-10 eastbound on-ramp in the southwest quadrant of the interchange, the reconstruction of the loop ramp in the southwest quadrant of the interchange and the construction of a new two-lane I-10 westbound to US 301 off-ramp in the northeast quadrant of the interchange. *Reference: Brandi Vittur, PE, 386-961-7468.*

2012: FDOT District 6, I-75 PD&E/SIMR Study, Miami-Dade County, FL

Project Development Engineer. Responsible for report development, crash data analysis and safety analysis. Add express lanes; 8.6 miles in Miami-Dade County; responsible for report development, crash data analysis and safety analysis. This project was located in northwestern Miami-Dade County and was approximately 8.6 miles in length, from SR 826 to just north of the Miami-Dade/Broward County Line. The project consisted of the potential addition of reversible/special use lanes, auxiliary lanes, interchange improvements and other transportation enhancements. *References: Dat Huynh, PE, 305-470-5217.*

2011: FDOT District 4, I-95 Corridor Express Lanes Feasibility Study, Broward and Palm Beach Counties, FL

Project Development Engineer. Responsible for report development, crash data analysis and safety analysis. 65 Miles in Broward and Palm Beach Counties; a planning study for the development of managed lanes, ramp improvements, interchange modifications, evaluation of ITS technologies, and other types of transportation improvements covering the I-95 corridor throughout Broward and Palm Beach Counties, Florida. **[Subconsultant.]** *References: Joshua Salazar, PE/Tom Turberville, PE, 954-777-2299.*

2009-2011: PBS&J, Orlando, FL - Engineer I, Transportation Graduate Program.

- Trained in the areas of ITS, Tolls, and Roadway Design. Major emphasis of training was in ITS and Roadway Design.
- Assisted in the preparation of roadway plans for US 27 from North of Lake Road to North of Cluster Oak Drive design/build proposal.
- Assisted the Project Manager in coordinating stakeholder workshops. Attended workshops and prepared minutes and action items.

Prepared 30/60/90 plans for all phases of the Sarasota ATMS project. Developed quantity and pay items list during different stages of this design. Assisted in field reviews held to obtain information necessary to develop the ATMS design.

THE CORRADINO GROUP

YEARS OF EXPERIENCE

2

EDUCATION

University of Louisville
August 2015 – May 2017

BS, Political Science,
Concentration in Law and Public
Policy

BA, Communication and Media
Studies

MS, Political Science, Emphasis on
American Politics

Master's in Urban Planning: Land
Use, Environmental Planning,
and Housing/Community
Development

ERIC KETTERLING

Assistant Planner



Eric Ketterling is an urban planner with The Corradino Group. He is a graduate of the University of Louisville's Master of Urban Planning program, where he focused on land use, environmental planning, and housing/community development, and the Masters of Political Science. Eric earned his bachelor's degree from the University of Louisville, focusing on communication and political science, with a concentration in law and public policy. Prior to working for Corradino, Eric worked with the City of Norfolk, VA, producing documents for the planning board. Eric also worked with the long range planning division to create a long term resiliency plan. While working for the Town of Brownsburg, IN, he assisted applicants in the planning process through plan reviews, permit and zoning application assistance, in addition to GIS map creation. Eric's current experience with Corradino involves municipal services such as comprehensive plan revisions; transportation planning focused on pedestrian safety GIS based geospatial analysis; GIS mapping, data collection and analysis, permit and zoning reviews, and drafting of staff reports, including recommendations for variance requests, for the City of West Park; ADA Transition Plan; compliance reviews; and transit corridor planning in Miami-Dade and Broward Counties.

EXPERIENCE

Citywide Bicycle and Pedestrian Mobility Study and Master Plan, City of Miami Springs

Assistant Project Manager. This project involves evaluating the City's 2010 Transportation Master Plan, with a Level of Traffic Stress analysis, intersection analyses, a walking analysis, and planning for transit, pedestrian, and bicycle facilities. The analyses led to the creation of a final recommended project list will include a finalized project list that will be incorporated in the City's Capital Improvements Program.

Present: Gainesville 2045 Long Range Transportation Plan.

Planner. Update to the Gainesville Metropolitan Transportation Planning Organization's 2045 Long-Range Transportation Plan. This plan will take a Complete Network/Complete Streets approach, with modeling and financial analysis to provide a prioritized list of transportation infrastructure projects for Gainesville.

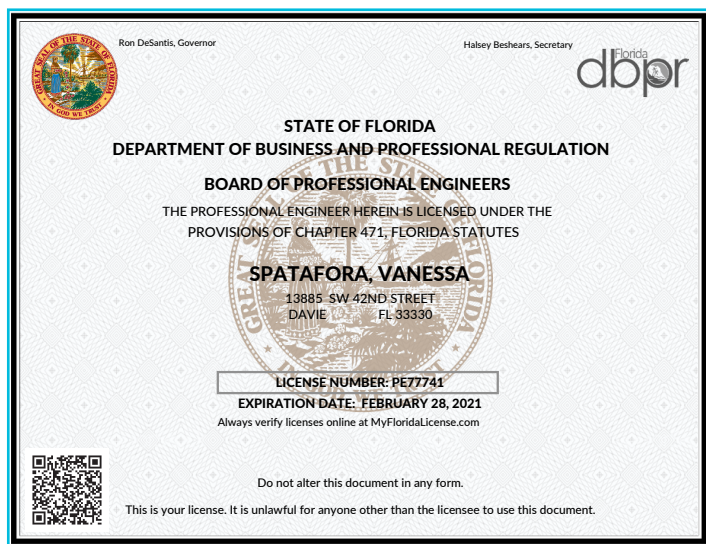
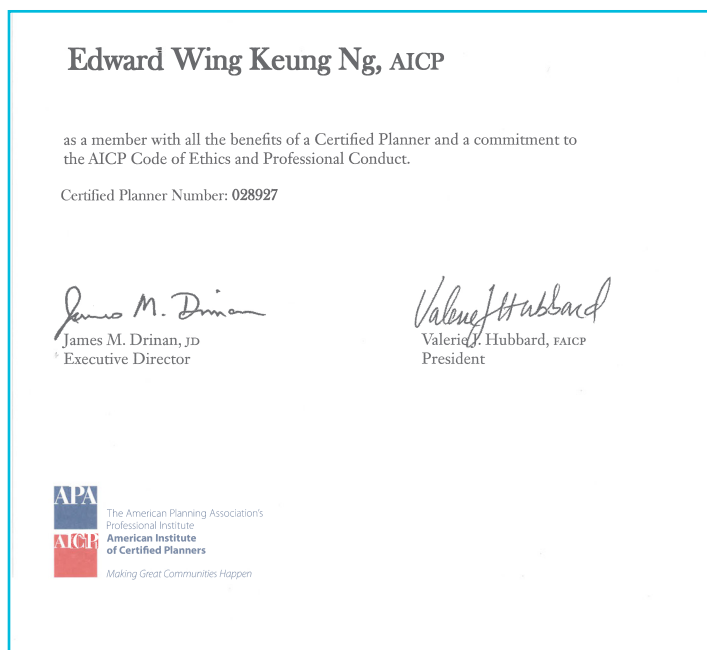
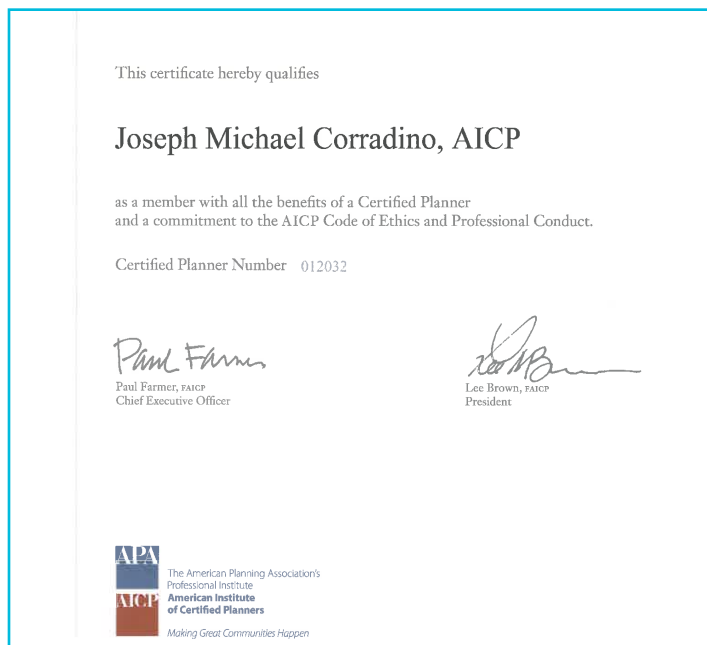
Comprehensive Plan Update, City of Fort Lauderdale, FL

Planner. Review and revision of City policies within Comprehensive Plan. Work involved review of state and county statutes, existing locally-adopted plans and associated policies, and best practice case examples across the United States. Elements being revised align to six Cylinders of Excellence and range from housing and land use policies to economic development and climate change.

Miami-Dade County SMART Plan, Miami, FL

Planner. Corradino is solely responsible for analysis of the North Corridor, system-wide modeling and STOPS modeling, plus the overall financial analysis. The SMART Plan is to advance a program of rapid transit and supporting projects in six corridors to address mobility needs. Additionally, a Bus Express Rapid Transit (BERT) network is planned. SMART Plan implementation requires identifying the goals and priorities of the Corridor communities that will support and ultimately fund the services, assessing existing conditions and analyzing future conditions. This work is accompanied by a robust examination of funding mechanisms to develop implementation strategies.

KEY PERSONNEL LICENSES AND CERTIFICATIONS



RFP FORM A

Proposer: The Corradino Group, Inc.**QUALIFICATIONS STATEMENT****Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.****THIS FORM MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.**

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is: **The Corradino Group, Inc.**
 - 1.2. The business is a (Sole Proprietorship) (Partnership) **(Corporation)**.
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
Joseph C. Corradino, CEO - Joseph M. Corradino, President - Frederick C. P'Pool, COO
2. Please describe your company in detail.
Please see Organization Profile on page 5
3. The address of the principal place of business is: **Headquartered in Miami (4055 NW 97th Ave., Miami, FL 33178), with offices in Fort Lauderdale, Miramar, Orlando, Jupiter, Louisville, Nashville, Indianapolis, and Detroit.**
4. Company telephone number, fax number and e-mail addresses:
954.777.0044, Fax: 954.777.5157, www.corradino.com
5. Number of employees: **180+**
3. Name and title of employees to be assigned to this Project:
Please see the organizational chart on page 10
4. Company identification numbers for the Internal Revenue Service: **61-0713040**
5. Provide Broward County business tax receipt number, if applicable, and expiration date:
Receipt #: 315-598 Expiration date: September 30, 2019
6. How many years has your organization been in business? Does your organization have a specialty?
Please see Organization Profile on page 5
7. List the last three projects of this nature that the firm has completed? Please provide project description, reference and contact information and cost of work completed.
Please see following project references on page 30
8. Have you ever failed to complete any work awarded to you? If so, where and why? **NO**
9. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.
Please see following Relevant Project Experience on page 32

Please see following Relevant Project Experience on page 32

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

10. Provide the following information for any subcontractors you propose to engage if awarded the contract.

There will be no subcontractor on this projects.

Subcontractor Name	Address	Work to be Performed

The foregoing list of subcontractors may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFP FORM C

Proposer: The Corradino Group, Inc.

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Name of Proposer: The Corradino Group, Inc.

Name of authorized representative of Proposer: Joseph M. Corradino, AICP

Project Cost

Deliverables (Project Components)	Professional Services Fee	Reimbursements
Communication and Project Management	\$ 3,000	\$ 0
Public Participation	\$ 5,000	\$ 0
Data Collection and Review	\$ 3,000	\$ 0
Findings and Analysis	\$ 5,000	\$ 0
Recommendations	\$ 2,500	\$ 0
Documentation	\$ 1,500	\$ 0
Reimbursements not related to a specific deliverable		\$ 0
Total	\$ 20,000	\$ 0
Total Project Cost: \$ <u>20,000</u>		

Instructions: Show the project cost for each project component your firm will provide per the requested scope of work. Include the fees associated with each proposed component.

Fees should be detailed to the extent possible per deliverable, with estimated out-of-pocket expenses separate from the proposed fees for professional services.

The Total Project Cost SHALL include all fees and reimbursements for out of pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

Payment will be made upon receipt and acceptance by the Town.

Additional Services

The Town may have the need for additional services, which may be requested over the next 2 years.

If the Proposer is interested in additional work, please provide the hourly rate and staff positions available. The rates for the additional work will not be used for evaluation of the services required. in this RFP.

Additional Work	
<u>Title:</u>	<u>Hourly Rate</u>
Please see proposed rates below	
Add rows as necessary	

By: The Corradino Group, Inc.

Date: 06/28/2019

Name: Joseph M. Corradino, AICP

Title: President

PROPOSED RATES	
Title	Rate (/hr)
Principal-in-Charge	\$ 230
Project Manager	\$ 155
Senior Planner	\$ 180
Planner	\$ 90
Planning Tech	\$ 70
Traffic Engineer	\$ 145
Public Outreach Officer	\$ 90
Administrative Assistant	\$ 55

RFP FORM D

Proposer: The Corradino Group, Inc.**THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH PROPOSAL
TO BE DEEMED RESPONSIVE.**

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, nor to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

The Corradino Group, Inc.

Name of Business

By:

Signature

Joseph M. Corradino, AICP -- President

Print Name and Title

4055 NW 97th Avenue, Suite 200

Miami, FL 33178

Mailing Address

PEDESTRIAN & BICYCLE DATA COLLECTION

MIAMI-DADE COUNTY TPO

Address: 111 NW 1st Street, Suite 920, Miami, FL 33128

Name: Aileen Boucle AICP, Executive Director

Phone: 305.375.4507

Email: TPO@mdtpo.org

Project Start Date: 2017

Project Completion Date: 2018

Project Cost: \$90,000

Project Description: Communities continue to demonstrate that walking and biking are viable modes of transportation that are critical to multi-modalism, reduction of congestion, community health and quality-of-life. The goal is for people to more often choose walking and biking for their travel to and from home, school, work and recreation. To accomplish this, support is needed with infrastructure investment, policy, and development regulation, especially in existing and planned transit-oriented development (TOD) nodes and corridors to complete the last mile. Infrastructure investment needs to be programmed using consistent, systematic, data-driven analysis. The data collected by this program is the fundamental building block to develop solid, implementable and ultimately successful plans and programs for pedestrian and bicycle travel.

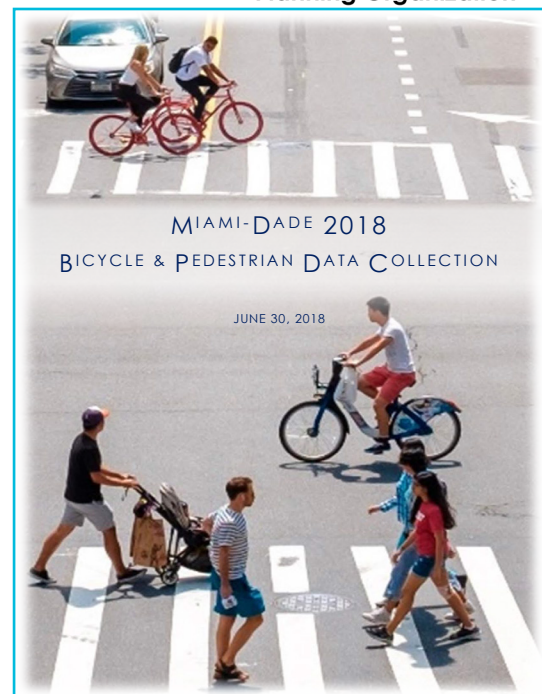
Trends in growth of pedestrian and bicycle travel in Miami-Dade County and its municipalities are used to inform programs and prioritization for improvements and expansion of pedestrian and bicycle network facilities. Pedestrian and bicycle counts from this study are used to:

➤ Establish the current level of activity

➤ Identify facilities for improvement



Miami-Dade Transportation Planning Organization



CULINARY ARTS DISTRICT MOBILITY PLAN

OAKLAND PARK, FL

Address: 3650 NE 12th Avenue, Oakland Park, FL 33334

Name: David Hebert, City Manager

Phone: 954.630.4209

Email: DavidH@oaklandparkfl.gov

Project Start Date: 2017

Project Completion Date: Ongoing

Project Cost: \$35,000

The City of Oakland Park Downtown Mixed-Use District (DMUD) is a Local Activity Center spanning approximately one square mile centered on Dixie Highway and the Florida East Coast Railway (FEC). In 2004, the City of Oakland Park amended its Land Development Code to establish the DMUD and adopted the accompanying Oakland Park Mixed Use District Design Guidelines. The DMUD process and resulting legislation embodies best practices as it relates to fostering smart growth, economic development, and creating locations for public events and activities. Subsequent to the adoption of this thoughtful policy, the economic downturn limited the city's ability to test its effectiveness, due to the lack of development. With the recovering economy and the return of development, the city has identified certain gaps in the plan that need to be addressed in order to move the DMUD into the future.



MASTER PLAN FOR BICYCLE & PEDESTRIAN CONNECTIVITY

CITY OF AVENTURA

Address: 19200 West Country Club Drive, Aventura, Florida 33180

Contact Person: Joseph Kroll, Public Works Director

Phone: 305.466.8970

Email: jkroll@cityofaventura.com

Project Start Date: 08/2016

Project Completion Date: 07/2017

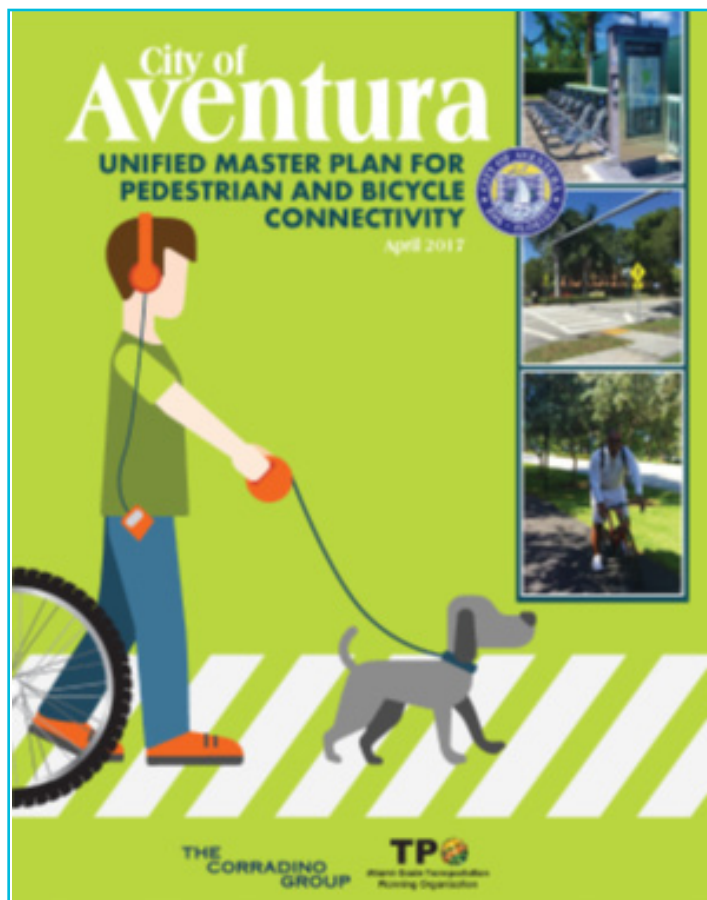
Project Cost: \$60,000



Scope of Services: Create a vision for pedestrian and bicycle transportation within the City. The report was the non-motorized component of the Transportation Element to the Comprehensive Plan.

Project Description: Serving as a general planning consultant the firm assisted with a myriad of special projects, as the City continues to manage growth. Corradino is assisting with the comprehensive pedestrian and bicycle network master plan. Corradino is the Prime Consultant for this contract. We also provide work on grant writing and assist with any questions about land use and comprehensive planning as needed.

This grant funded report evaluated the City's existing Bicycle and Pedestrian network, as well as prior planned projects, to connect the various plans into one comprehensive network. A core emphasis of the Unified Master Plan for Bicycle & Pedestrian Connectivity is the future development of the Tri-Rail Coastal Link Station, and an emphasis was placed on ensuring connections between the mall/planned station area and the local neighborhoods within the City.



LIST OF RELEVANT PROJECT EXPERIENCE

NAME OF PROJECT	CONTRACT WITH	CONTRACT AMOUNT	ESTIMATED COMPLETION DATE	% OF COMPLETION TO DATE
Master Plan for Bicycle & Pedestrian Connectivity	Miami-Dade County TPO	\$90,000	June 2018	100%
Aventura Master Plan for Bicycle & Pedestrian Connectivity	City of Aventura	\$60,000	July 2017	100%
Oakland Park Culinary Arts District Transit Mobility Plan	City of Oakland Park	Work order based	2017	100%
Cutler Bay Complete Streets Plan	Town of Cutler Bay	\$70,000	September 2017	100%
Hallandale Beach Multimodal Mobility Plan	City of Hallandale Beach	\$60,000	December 2016	100%
South Miami Complete Streets Plan	City of South Miami	\$52,468	2016	100%
Key Biscayne Transit Mobility Plan	Village of Key Biscayne	\$80,000	2015	100%
Doral Transit Mobility Plan	City of Doral	Work order based	2015	100%
Sunny Isles Beach Transportation Master Plan	Sunny Isles Beach, FL	\$200,000	June 2015	100%
Cutler Bay Bicycle & Pedestrian Master Plan	Town of Cutler Bay	\$50,000	2011	100%
Palmetto Bay Bicycle & Pedestrian Master Plan	Village of Palmetto Bay	\$52,607	July 2009	100%



SECTION 5: EXPERIENCE

EXPERIENCE

Corradino understands that the Town is seeking a **Consultant to provide a Pedestrian and Bicycle Enhancement Plan – THAT’S US!!** Our work for the Miami-Dade TPO, City of Aventura, and Village of Palmetto Bay, to name a few, attests to that claim. Corradino understands the current needs of Lauderdale-By-The-Sea and will work to enhance the community by recommending effective bicycle and pedestrian safety enhancements. We are committed to tailoring a customized approach directly for the Town. Here are several examples of our work.

PEDESTRIAN & BICYCLE DATA COLLECTION

MIAMI-DADE COUNTY TPO

Address: 111 NW 1st Street, Suite 920, Miami, FL 33128

Name: Aileen Boucle AICP, Executive Director

Phone: 305.375.4507

Email: TPO@mdtpo.org

Project Start Date: 2017

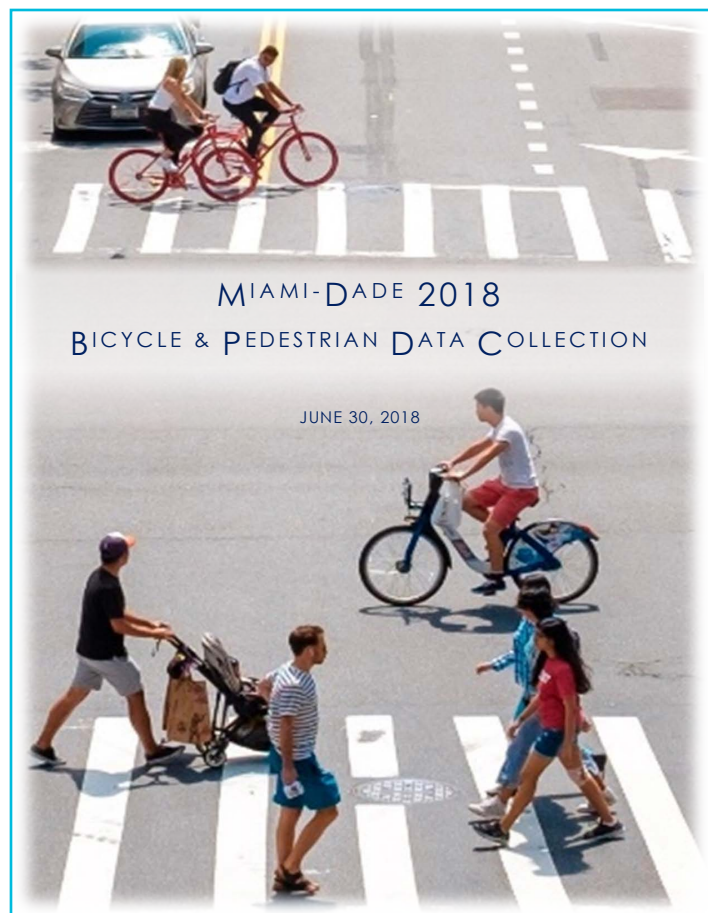
Project Completion Date: 2018

Project Cost: \$90,000

Project Description: Communities continue to demonstrate that walking and biking are viable modes of transportation that are critical to multi-modalism, reduction of congestion, community health and quality-of-life. The goal is for people to more often choose walking and biking for their travel to and from home, school, work and recreation. To accomplish this, support is needed with infrastructure investment, policy, and development regulation, especially in existing and planned transit-oriented development (TOD) nodes and corridors to complete the last mile. Infrastructure investment needs to be programmed using consistent, systematic, data-driven analysis. The data collected by this program is the fundamental building block to develop solid, implementable and ultimately successful plans and programs for pedestrian and bicycle travel.

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- Identify facilities for improvement



MASTER PLAN FOR BICYCLE & PEDESTRIAN CONNECTIVITY

CITY OF AVENTURA

Address: 19200 West Country Club Drive, Aventura, Florida 33180

Contact Person: Joseph Kroll, Public Works Director

Phone: 305.466.8970

Email: jkroll@cityofaventura.com



Project Start Date: 08/2016

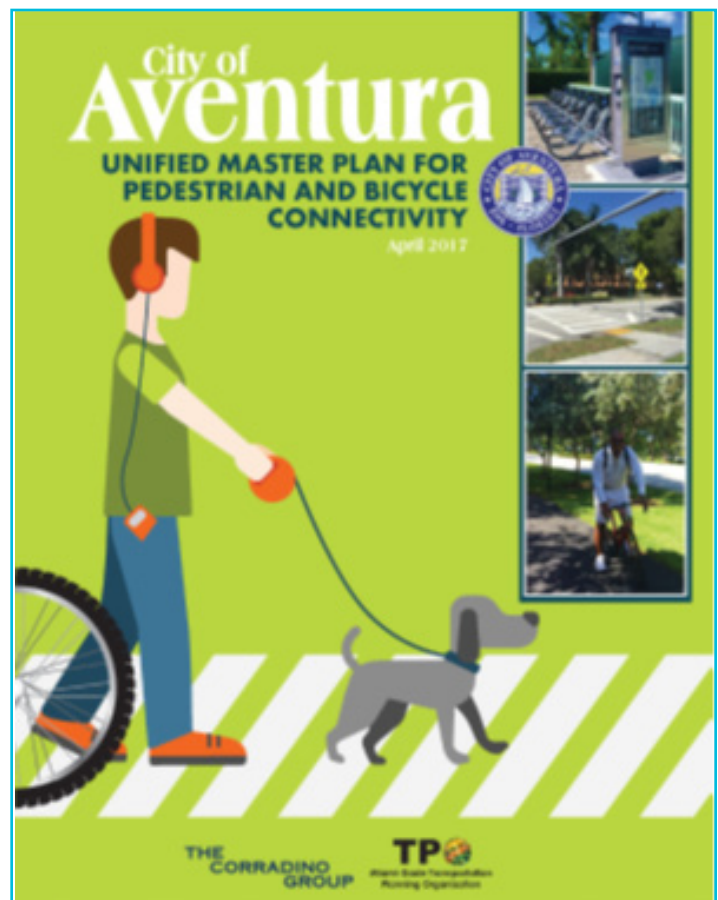
Project Completion Date: 07/2017

Project Cost: \$60,000

Scope of Services: Create a vision for pedestrian and bicycle transportation within the City. The report was the non-motorized component of the Transportation Element to the Comprehensive Plan.

Project Description: Serving as a general planning consultant the firm assisted with a myriad of special projects, as the City continues to manage growth. Corradino is assisting with the comprehensive pedestrian and bicycle network master plan. Corradino is the Prime Consultant for this contract. We also provide work on grant writing and assist with any questions about land use and comprehensive planning as needed.

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CULINARY ARTS DISTRICT MOBILITY PLAN

OAKLAND PARK, FL

Address: 3650 NE 12th Avenue, Oakland Park, FL 33334

Name: David Hebert, City Manager

Phone: 954.630.4209

Email: DavidH@oaklandparkfl.gov

Project Start Date: 2017

Project Completion Date: Ongoing

Project Cost: \$35,000

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CUTLER BAY COMPLETE STREETS CORRIDOR ANALYSIS

TOWN OF CUTLER BAY

Address: 10720 Caribbean Blvd, Cutler Bay, FL 33189

Name: Alfredo Quintero, Town Manager

Phone: 305.234.4262

Email: townmanager@cutlerbay-fl.gov

Project Start Date: 2016

Project Completion Date: 2017

Project Cost: \$70,000

Scope of Services: The project consisted of preparing Complete Streets concepts for four critical connecting corridors to further advance Complete Streets projects in the Town.

Project Description: Study will advance the Town's efforts in Complete Streets by continuing the success of Old Cutler Road and Caribbean Boulevard. Involving public feedback and considerations of multimobility needs for the Town, the plan provided a conceptual redesign of Marlin Road, Gulfstream Road, Franjo Road, and SW 87th Avenue that was context sensitive to local land uses.



MULTIMODAL MOBILITY PLAN

VILLAGE OF KEY BISCAYNE

Address: 10 Village Green Way, Key Biscayne, FL 33149

Name: Andrea Agha, Village Manager

Phone: 305.365.5514

Email: aagha@keybiscayne.fl.gov

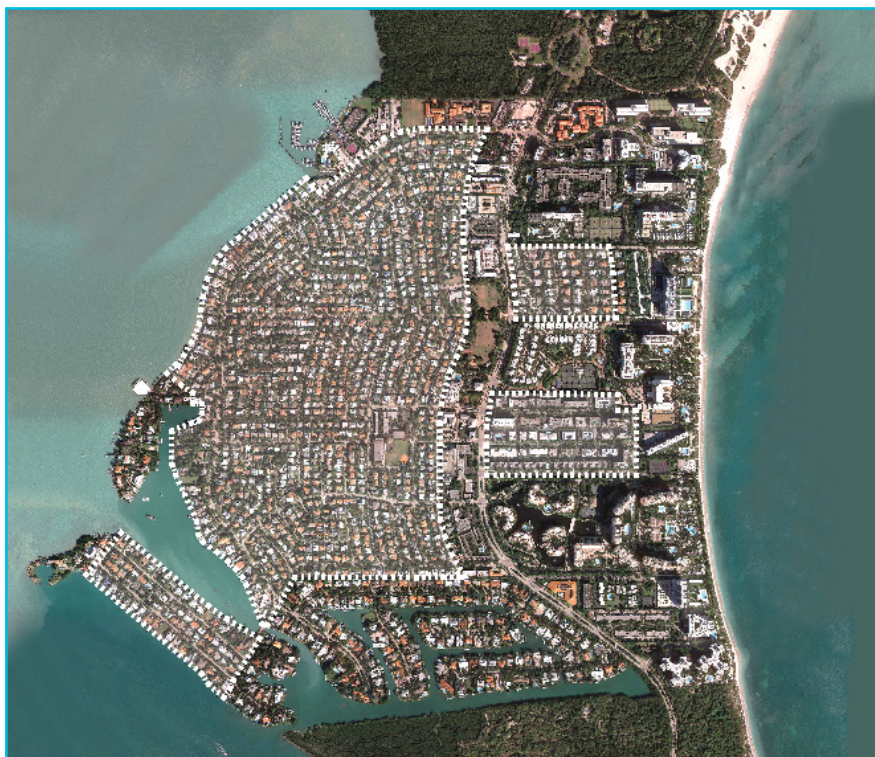
Project Start Date: 2015

Project Completion Date: 2015

Project Cost: \$80,000

Scope of Services: Transit Mobility Plan

Project Description: The Village of Key Biscayne is a true self-contained urban center, as much as any node along a major rail corridor. Yet its planning up until recently has been suburban in nature. Corradino was hired to reevaluate the entirety of the mobility system of Key Biscayne, primarily along the Crandon Boulevard corridor which serves as Key Biscayne's sole route off the island and the main commercial area. It became clear that this area in the future needed to function with an integrated multimodal transportation system if traffic congestion and associated travel time delays were going to be tolerable. Corradino assessed the existing system, then planned and implemented safe walking and cycling routes from major origins and destinations in the Village. These routes included safe crossings at the major vehicular corridors, as well as reclaiming some of the vehicular capacity on those corridors for alternative modes. Transit routing was reexamined, and more locally suitable transit alternative were suggested. Vehicular travel was enhanced through technological and operational improvements along the roadways.



MULTIMODAL MOBILITY PLAN

HALLANDALE BEACH, FL

Address: 400 South Federal Highway, Hallandale Beach, FL 33009

Name: Keven Klopp, *Project Manager*

Phone: 954.457.1375

Email: kklopp@cohb.org

Project Start Date: 2009

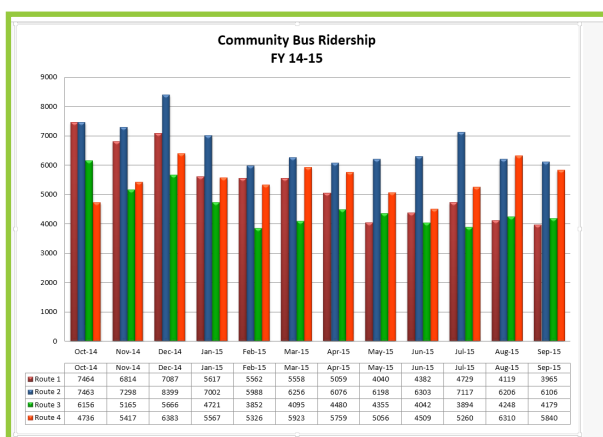
Project Completion Date: 2016

Project Cost: \$60,000



Hallandale Beach
PROGRESS. INNOVATION. OPPORTUNITY

These days everyone wants a rail station, but technically not everyone needs one. Progressive forward-thinking communities are examining what it takes to make themselves competitive for these resources. Hallandale Beach is one of these places. Geographically, the City is less than half a percent of the size of Broward County. Yet it contains 2% of the population and is 6 times denser than the County on average. Moving in the City is becoming increasingly difficult by automobile and is downright dangerous on foot or on bicycle. Corradino evaluated the mobility system of Hallandale Beach. Aimed at current and future needs, this study evaluated roadways, pedestrian networks, bicycling facilities, and transit routing to increase mobility via multimodal planning. Work involved transportation systems analysis, review of demographics and trends, field assessment of the urban design and intermodal connectivity, and public outreach. The US-1 Corridor between Aventura, FL and Hollywood, FL, which runs through Hallandale Beach, and its potential development as a BRT system, is an important study component. Transportation and land use are inextricably linked. A city cannot thrive unless the two are planned and implemented concurrently. Care was taken to coordinate with land use planning to provide multimodal mobility and capacity to support future growth and ultimately make the areas central core warrant and be more competitive for a commuter rail station.

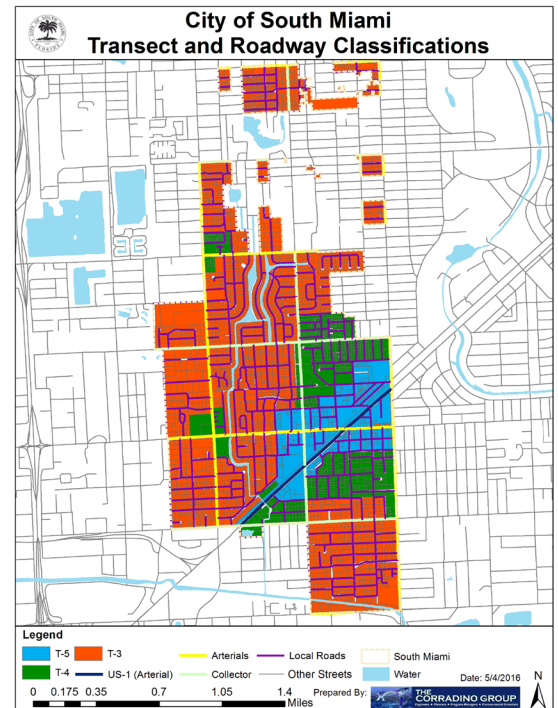


COMPLETE STREETS MANUAL

CITY OF SOUTH MIAMI

Address: South Miami Commission, Chambers 6130 Sunset Drive, South Miami, FL 33143**Name:** Steven Alexander, City Manager**Phone:** 305.668.2510**Email:** salexander@southmiamifl.gov**Project Start Date:** 2015**Project Completion Date:** 05/2016**Project Cost:** \$52,468**Scope of Services:** Complete Streets Study

Project Description: The South Miami Complete Streets Manual was completed in 2016, designed to implement multimodal "Complete Streets" on designated streets within the City of South Miami. This study includes the evaluation of existing rights-of-way; bicycle, transit and pedestrian levels of service; and existing and proposed transportation infrastructure, and resulted in a set of specific guidelines and standards which the City adopted and utilizes to implement its Complete Streets program. As part of this project, Corradino reviewed the City's Comprehensive Plan and proposed amendments which will allow for the better implementation of Complete Streets initiatives.



SOUTH MIAMI COMPLETE STREETS POLICIES AND DESIGN MANUAL

DRAFT



PREPARED BY:
THE CORRADINO GROUP

MAY 1, 2016



331

DORAL TRANSPORTATION, PLANNING AND GENERAL ENGINEERING CONSULTANT

CITY OF DORAL, FL

Address: 8401 NW 53rd Terrace • Doral, FL 33166

Contact Person: Jorge Gomez, PE, Public Works Director

Phone: (305) 593-6740

Email: jorge.gomez@cityofdoral.com

Project Start Date: 2005

Project Completion Date: 2018

Scope of Services: Transportation, Planning and General Engineering Consultant.

Project Description:

Transportation Master Plan - As Doral's transportation, planning and general engineering consultant, Corradino developed the City's first transportation master plan, reviewed developments, conducted traffic impact analyses and developed a most-successful municipal circulator system. Corradino provides in-house staff to assist in day-to-day planning and engineering functions, including traffic engineering services.

Transit Mobility Plan - Doral wanted to create multimodal transportation infrastructure to enhance its existing network of roadways by involving pedestrian, bicycling, and mass transit elements. Through the Transportation Master Plan, Doral was able to attain funding, which has been instrumental in the implementation of its Trolley Circulator system, a project that Corradino also assisted the City in developing. This Master Plan focused on an intensive public involvement process to build consensus.

Traffic Calming Study - Corradino developed traffic calming features for the Vanderbilt Park neighborhood in Doral, Florida. The objective was to determine improvements necessary to minimize through-traffic in this residential neighborhood and to maintain vehicle speeds at suitable levels. Two public involvement meetings were held to engage residents. Following traffic count and speed measurements, traffic calming measures were recommended.



PREPARED BY THE COMARINO GROUP, INC. AND BELLA PAVEN PLANNING GROUP

SUNNY ISLES BEACH
MOVING FORWARD TOGETHER

2015 Transportation Master Plan DRAFT

BICYCLE AND PEDESTRIAN MASTER PLAN

VILLAGE OF PALMETTO BAY

Address: Village Hall - 9705 East Hibiscus Street, Palmetto Bay, FL 33157

Contact Person: Edward Silva, Village Manager

Phone: 305.259.1234

Email: esilva@palmettobay-fl.gov

Project Start Date: 01/2009

Project Completion Date: 07/2009

Contract Type: Professional Services

Project Cost: \$52,607



Scope of Services: Bicycle and Pedestrian Plan

Project Description: This award-winning plan served a variety of users from a bicycle and pedestrian perspective. A multifaceted approach was recommended, providing the ability to use these non-automotive means of transportation to support multimodal and intermodal initiatives that were initiated by Palmetto Bay and Miami-Dade County. An overall bicycle and pedestrian master plan was completed with the basic sidewalk network linking the existing Village generators with the overall county Greenway system which borders Palmetto Bay on both East and West boundaries.

To develop a multi-level bicycle and pedestrian network focused on servicing the multiple user groups, a hierarchy facility was developed that included:

- 📍 Basic Pedestrian Network
- 📍 Local Connectivity
- 📍 Commuter Access
- 📍 Greenways
- 📍 Commercial Connectors
- 📍 Policy





SECTION 6: APPROACH TO PROVIDING SERVICES

APPROACH TO PROVIDING SERVICES

Corradino has been providing planning and engineering to municipalities throughout Florida since the 1970s. Corradino specializes in transportation master planning, traffic engineering, and multi-modal bicycle and pedestrian planning. The Firm produces practical solutions, on-time and within budget. Our service is of the highest quality.

Corradino will assist the Town in developing a feasible plan to address gaps in sidewalk connectivity, obstacles to pedestrian and bicycle safety, including cut-through vehicular traffic, and deficiencies in public awareness of safe and convenient pedestrian and bicycle routes. We will develop three feasible alternatives that address these issues, which include engineering details with graphics and cost estimates, potential benefits and impacts, and potential funding opportunities associated with each alternative to assist the Town in its decision-making regarding alternative selection, implementation, prioritizing and phasing projects.

TASK 1: KICK-OFF MEETING

Corradino will meet at the outset of the project with Town staff to refine the scope, included here' to finalize project objectives, schedule, public participation strategies, deliverables, protocol for communication, and overall expectations. Informal meetings and conference calls will be scheduled throughout the project to maintain communication regarding progress, budget status and upcoming tasks.

TASK 2: DATA COLLECTION AND REVIEW

The Firm will review existing Town demographic, socio-economic, land use and transportation data. These resources include the Town's Comprehensive Plan and Evaluation and Appraisal Report; land development codes; general codes, planning studies/reports; and, right-of-way maps. Corradino will also review the Town's seasonal and resident population data; neighborhood and land use characteristics; location of attractions; commercial district; residential development and lodging; existing right-of-way and sidewalk locations; bicycle and pedestrian crash data; hotel parking waiver provisions (bicycles); and, recently-completed or funded improvements. The Firm will conduct a field review of existing conditions, with local resident participation, including the location and condition of pedestrian and bicycle ways, physical barriers, potential safety issues and wayfinding signage.

TASK 3: PUBLIC INVOLVEMENT

Following the field inspection/audit of existing facilities, a workshop will be held to discuss findings and preliminary recommendations. The workshop will gather additional public input regarding concerns and alternative solutions. It will also identify appropriate post-project public involvement procedures and materials.

TASK 4: FINDINGS AND ANALYSIS

Using the data collected and public input, Corradino will identify pedestrian and bicycling issues, needs, constraints and opportunities within the Town. The analysis will address each of the following:

- 📌 Concerns/problems identified by the community.
- 📌 Gaps in the sidewalk and bikeway networks.
- 📌 Corridors and intersections which do not meet bicycle and pedestrian safety standards.
- 📌 Traffic calming needs to address identified problems that threaten pedestrian and bicyclist safety, especially cut-through traffic



TASK 5: RECOMMENDATIONS

Corradino will prepare preliminary recommendations to address the identified needs. Alternative solutions may include physical improvements, such as additional sidewalk and bikeway segments; streetscape improvements; alterations within the right-of-way to slow traffic and discourage cut-through traffic; wayfinding signage; and, public outreach materials. Traffic calming measures may include street closures. The Firm will specify: potential benefits and disadvantages for each recommendation, with examples of comparable solutions in other jurisdictions; cost estimates of each proposed improvement; financing and grant opportunities; and, other implementation factors. Photographs/maps of field conditions, as well as typical cross-sections and other graphics will be provided for recommended physical improvements. The Corradino Group will modify the preliminary recommendations to address community and staff.

TASK 6: DOCUMENTATION

Corradino will prepare a draft report for staff review, update it to address staff input and, then, distribute it to the Planning and Zoning Board. The document will be revised to address PZB input and provided for distribution to the Town Commission. The report will include: a record of community input; a summary of research conducted; findings and analysis; recommendations of alternative solutions with associated implementation and maintenance cost estimates; examples of comparable solutions, typical cross-sections and other graphics for recommended physical improvements; photographs/maps of field findings; potential funding sources; and, public outreach materials. Once the Final Plan is approved, we will provide:

- 📁 10 hard copies of the Final Report
- 📁 Electronic file of the documents in PDF format.





SECTION 7: COMPENSATION

RFP FORM CProposer: The Corradino Group, Inc.**PRICE PROPOSAL FORM****Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.****THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH PROPOSAL
TO BE DEEMED RESPONSIVE.**Name of Proposer: The Corradino Group, Inc.Name of authorized representative of Proposer: Joseph M. Corradino, AICP**Project Cost**

Deliverables (Project Components)	Professional Services Fee	Reimbursements
Communication and Project Management	\$ 3,000	\$ 0
Public Participation	\$ 5,000	\$ 0
Data Collection and Review	\$ 3,000	\$ 0
Findings and Analysis	\$ 5,000	\$ 0
Recommendations	\$ 2,500	\$ 0
Documentation	\$ 1,500	\$ 0
Reimbursements not related to a specific deliverable		\$ 0
Total	\$ 20,000	\$ 0
Total Project Cost: \$ <u>20,000</u>		

Instructions: Show the project cost for each project component your firm will provide per the requested scope of work. Include the fees associated with each proposed component.

Fees should be detailed to the extent possible per deliverable, with estimated out-of-pocket expenses separate from the proposed fees for professional services.

The Total Project Cost SHALL include all fees and reimbursements for out of pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

Payment will be made upon receipt and acceptance by the Town.

Additional Services

The Town may have the need for additional services, which may be requested over the next 2 years.

If the Proposer is interested in additional work, please provide the hourly rate and staff positions available. The rates for the additional work will not be used for evaluation of the services required. in this RFP.

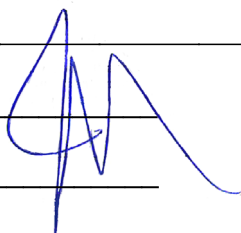
Additional Work	
<u>Title:</u>	<u>Hourly Rate</u>
Please see proposed rates below	
Add rows as necessary	

By: The Corradino Group, Inc. _____

Date: 06/28/2019 _____

Name: Joseph M. Corradino, AICP _____

Title: President _____



PROPOSED RATES	
Title	Rate (/hr)
Principal-in-Charge	\$ 230
Project Manager	\$ 155
Senior Planner	\$ 180
Planner	\$ 90
Planning Tech	\$ 70
Traffic Engineer	\$ 145
Public Outreach Officer	\$ 90
Administrative Assistant	\$ 55



SECTION 8: ADDITIONAL INFORMATION

AWARDS

Corradino has received numerous awards. Many of its efforts have been groundbreaking.

Corradino recently won an American Planning Association award for its Palmetto Bay Bicycle and Pedestrian Master Plan. Some of Corradino's other notable awards include:

- 2014 - Outstanding Design Award of Excellence North Miami Downtown Concept Plan (APA Gold Coast Section)
- 2012 - INDOT's Business Practices Major Engineering Awards, I-69 Table Kitchen Meetings
- 2011 - Constructech 2011 Vision Awards Engineering Silver Awarded to The Corradino Group
- 2009 - American Association of State Highway and Transportation Officials (AASHTO)'s People Choice Award for I-95 Express Lanes
- 2009 - Outstanding Smart Growth Project Award of Excellence for the City of Hialeah Automated Concurrency Management System (APA, Gold Coast Section)
- 2009 - Outstanding Transportation Study Award of Excellence Palmetto Bay Bicycle and Pedestrian Master Plan (APA Gold Coast Section)
- 2009 - TEAMFL Chairman's Award (most innovative and creative transportation project in the state of Florida) for I-95 Express Lanes Project
- 2006 - Florida Transportation Monthly (magazine), "Top 20 Consulting Firms in Florida". Corradino ranked 3rd in PD&E Contracts, and 1st in CEI Contracts
- 2004 - Florida's Best in Construction Bridge Project, Krome Avenue and Tamiami Trail in Miami-Dade County
- 2004 - Roy Kenzie Award Management Programs & Creative Partnerships Hialeah Concurrency Management Plan (Florida Redevelopment Association)
- 2004 - Outstanding Transportation Study First Place Village of Palmetto Bay (APA Gold Coast Section)
- 2002 - Phoenix Award, Recognition of Excellence in Brownfield Development, A Riverfront Reclaimed
- 2001 - Award for Outstanding Mobility Planning Project, Alton Road Traffic Calming Study for the City of Miami Beach (APA Gold Coast Section)
- 2001 - Planning Award for Outstanding Strategic Planning Project for the Miami Beach, Transportation Concurrency Management Areas to the City of Miami Beach (APA, Gold Coast Section)
- 2000 - Award of Excellence for Clearwater, "One City
- One Future" (APA, Florida Chapter)
- 2000 - Award of Excellence for Miami Beach, Municipal Mobility Plan to City of Miami Beach (APA, Florida Chapter)





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED The Corradino Group, Inc. 4055 NW 97th Avenue Suite 200 Miami FL 33178 USA	INSURER A:	Starr Surplus Lines Insurance Company
	INSURER B:	Hartford Fire Insurance Co.
	INSURER C:	Hartford Casualty Insurance Co
	INSURER D:	Hartford Insurance Co Of The Southeast
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570077127371 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			21UUNDD0602	05/01/2019	05/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			21 UEN DD0586	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			21XHUHN5388	05/01/2019	05/01/2020	EACH OCCURRENCE \$2,000,000 AGGREGATE
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	21WBAD1RSJ See Attached	05/01/2019	05/01/2020	☒ PER-STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	E&O-PL-Primary			1000600229181 SIR applies per policy terms & conditions	07/11/2018	07/11/2019	Each Claim \$10,000,000 SIR \$150,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate No : 570077127371

CERTIFICATE HOLDER

CANCELLATION

Town of Lauderdale-By-The-Sea 4501 Ocean Drive Lauderdale-By-The-Sea FL 33308 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 570000075512

LOC #:

**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

AGENCY Aon Risk Services, Inc of Florida		NAMED INSURED The Corradino Group, Inc.
POLICY NUMBER See Certificate Number: 570077127371		
CARRIER See Certificate Number: 570077127371	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Underwriting Companies

Hartford Insurance Company of the Southeast - Florida

Hartford Accident and Indemnity Insurance Company - Kentucky

Nutmeg Insurance Company - Tennessee

Trumbull Insurance Company - Indiana

Twin City Fire Insurance Company - New Jersey

ADDENDUM

Corradino has reviewed all addenda issued by the city.

ADDENDUM No. 1
LAUDERDALE-BY-THE-SEA
RFP 19-06-01
Pedestrian & Bicycle Circulation Enhancement Plan

We have received the following questions, which is reprinted below with our response.

1. What is the budget for the project?

\$20,000

2. Who will be on the Selection Committee?

Members of the Selection Committee have not been assigned.



THE CORRADINO GROUP

5200 NW 33RD AVENUE, SUITE 203 ■ FORT LAUDERDALE, FL 33309
954.777.0044 ■ WWW.CORRADINO.COM

ENGINEERS • PLANNERS • PROGRAM MANAGERS • ENVIRONMENTAL SCIENTISTS

September 4, 2019

Susan Leven

4501 N. Ocean Drive

Lauderdale-By-The-Sea, Florida 33308

Telephone: 654-640-4221

Email: SusanL@lbts-fl.gov

Subj: Proposed Scope of Services for the Town of Lauderdale By the Sea No. 19-06-01

Understanding:

The Town of Lauderdale By the Sea desires to improve local pedestrian safety and comfort through evaluation of existing infrastructure and needs and planning for new facilities. The Town has, in recent years, been active in improving local streetscape, the eastern end of Commercial Boulevard being an example. Of importance for this study is the improvement of safety and connectivity to the beaches for residents, and evaluation of traffic calming needs on residential neighborhood streets such as Sea Grape Drive, Imperial Lane and Codrington Drive. In addition to the areas above, the emphasis of this study will be within the Southern portion of the Town in areas such as Commercial Boulevard and El Mar Dr. While the Town does not have “Complete Streets” policies per se, it has, through its redesign of its roadways, implemented new facilities based on context-sensitive needs for a multimodal town.

The Corradino Group will assist the Town in developing a feasible plan to address gaps in sidewalk connectivity, obstacles to pedestrian and bicycle safety, including cut-through vehicular traffic, and deficiencies in public awareness of safe and convenient pedestrian and bicycle routes.

Task 1: Project Management

The Corradino Group will meet at the outset of the project with Town staff to refine the scope and finalize project objectives, schedule, public participation strategies, deliverables, protocol for communication, and overall expectations. Informal meetings and conference calls will be scheduled throughout the project to maintain communication regarding progress, budget status and upcoming tasks.

Task 2: Data Collection and Review

The Firm will review existing Town demographic, socio-economic, land use, and transportation data. These resources include the Town’s Comprehensive Plan and Evaluation and Appraisal Report; land development codes; general codes, planning studies/reports; and, right-of-way maps. Corradino will also review:

- Neighborhood and land use characteristics
 - Location of attractions
 - Commercial district
 - Residential development
 - Transient lodging
- Existing right-of-way and sidewalk locations
- Most recent five (5) years of bicycle and pedestrian crash data as provided by either the Town or the Florida Department of Transportation
- Recently completed improvements
- Planned future improvements
- The Town will provide demographic information including seasonal and resident population data
- The Town will provide all additional data, including planned future developments, GIS files, traffic volumes, speed, etc.

Corradino also asks that the Town's police be available for a meeting to discuss safety and/or perceived safety for pedestrians and bicyclists, and to ascertain if there are any areas of the Town prone to speeding or reckless driving.

Understanding the need for beach access, particular attention will be paid to the beach access pathways available for public use, and each will be inventoried and documented as to current conditions. In relation to this, general public parking locations will be noted.

The Firm will conduct a field review of existing conditions, with local resident participation, including the location and condition of pedestrian and bicycle ways, physical barriers, potential safety issues and wayfinding signage.

Task 3: Public Involvement

Following the field inspection/audit of existing facilities, one (1) public workshop will be held to discuss findings and preliminary recommendations. The workshop will gather additional public input regarding concerns and alternative solutions. It will also identify appropriate post-project public involvement procedures and materials.

It is important during the public workshop that feedback regarding perceptions of comfort and safety be obtained from the general public. In addition, concerns about traffic calming needs from the public should be noted.

Corradino will also present the report to the Planning and Zoning Board and the Town Commission as needed (Detailed in Task 6).

Task 4: Findings and Analysis

Using the data collected and public input, Corradino will identify pedestrian and bicycling issues, needs, constraints and opportunities within the Town. The analysis will address each of the following:

- Concerns/problems identified by the community.
- Gaps in the sidewalk and bikeway networks.
- Midblock and other points where crossings should be developed.
- Corridors and intersections where safety may be enhanced through infrastructure improvements.
- Traffic calming needs to address identified problems that threaten pedestrian and bicyclist safety, especially cut-through traffic.
- Corradino will produce a menu of traffic calming devices that can be used in different situations.

The analysis will consider the direct and expected pathways to the beach access pathways and commercial areas from the neighborhoods and public parking, including any needed improvements for crossings. Innovative techniques such as delayed crossings and pedestrian scrambles will be assessed and applied where a positive effect can be expected. Levels of stress negatively impacting comfortable walking and bicycling will be noted where appropriate.

The analysis will also be cognizant of the Town's needs for programming space and associated street closures, as these events will draw heavier and concentrated amounts of pedestrian and bicycle traffic.

Potential techniques for traffic calming on dead end roadways other than signage will also be evaluated, and presented to the City as a toolbox for further consideration.

Task 5: Recommendations

Corradino will prepare preliminary recommendations to address the identified needs and to provide the Town with a basic "toolbox" for future development of the pedestrian realm. Alternative solutions may include physical improvements, such as additional sidewalk and bikeway segments; streetscape improvements; alterations within the right-of-way to slow traffic and discourage cut-through traffic; wayfinding signage; and, public outreach materials. Traffic calming measures may include street closures. The Firm will specify: potential benefits and disadvantages for each recommendation, with examples of comparable solutions in other jurisdictions; cost estimates of each proposed improvement; financing and grant opportunities; and, other implementation factors. Photographs/maps of field conditions, as well as typical cross-sections and other graphics will be provided for recommended physical improvements.

Corradino understands that the Town is looking for a menu of options by which to effect future capital improvements programming,

Task 6: Documentation

The Corradino Group will prepare a draft report for staff review and update the report to address staff input. Corradino will modify the preliminary recommendations to address any community and staff feedback. The revised report will be distributed to the Planning and Zoning Board (PZB) for comment and feedback.

The revised to address PZB input and provided for distribution to the Town Commission. The report will include: a record of community input; a summary of research conducted; findings and analysis; recommendations of alternative solutions with associated implementation and maintenance cost estimates; examples of comparable solutions, typical cross-sections and other graphics for recommended physical improvements; photographs/maps of field findings; potential funding sources; and, public outreach materials.

Once the Final Plan is approved, we will provide:

- 10 hard copies of the Final Report
- Electronic file of the documents in PDF format.
- GIS files as produced will be provided to the Town.

Cost and Timeline:

Corradino will provide the services outlined in this proposed scope of services at a lump sum cost of **\$20,000.**

Upon receipt of a NTP, Corradino will begin work to provide a report 4 months from the NTP with the following timeline per task:

	Month			
Task	1	2	3	4
Task 1	*	*		
Task 2				
Task 3		**		
Task 4				
Task 5				
Task 6				

*Project Management Meetings

**Public Involvement Event

- 1
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A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT WITH THE CORRADINO GROUP FOR CONSULTANT SERVICES RELATED TO THE PEDESTRIAN AND BICYCLE CIRCULATION ENHANCEMENT PLAN; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town issued Request for Proposals No. 19-06-01 for consultant services related to the Pedestrian and Bicycle Circulation Enhancement Plan (“RFP”); and

WHEREAS, The Corradino Group was the sole respondent to the RFP; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize an agreement with The Corradino Group for consultant services related to the Pedestrian and Bicycle Circulation Enhancement Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:**

Section 1. Recitals. Each “WHEREAS” clause set forth is true and correct and herein incorporated by this reference.

Section 2. Agreement Approved. The Agreement with The Corradino Group for consultant services related to the Pedestrian and Bicycle Circulation Enhancement Plan, attached hereto as Exhibit “A,” is hereby approved.

Section 3. Authorization to Execute Agreement. The Town Manager is hereby authorized to execute the Agreement with The Corradino Group for consultant services related to the Pedestrian and Bicycle Circulation Enhancement Plan, in substantial conformity to the attached

Exhibit “A,” together with such non-substantial changes as are deemed acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Section 4. Authorization to Implement. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this _____ day of December, 2019.

Mayor Chris Vincent

Attest:

Town Clerk Tedra Allen, CMC
(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: December 10, 2019

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title:

Resolution 2019-46 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING THE REMOVAL OF GLASS FROM THE LIST OF MATERIALS THAT CAN BE COLLECTED IN CURBSIDE RECYCLING PROGRAMS; PROVIDING FOR AN EFFECTIVE DATE (Bill Vance, Town Manager)

Explanation:

This resolution authorizes the removal of glass from the list of recyclable materials.

Recommendation:

Approve Resolution 2019-46

Attachments:

1. Resolution 2019-46

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RESOLUTION NO. 2019-46

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**A RESOLUTION OF THE TOWN OF LAUDERDALE-
BY-THE-SEA, FLORIDA, APPROVING AND
AUTHORIZING THE REMOVAL OF GLASS FROM
THE LIST OF MATERIALS THAT CAN BE
COLLECTED THE IN CURBSIDE RECYCLING
PROGRAMS; PROVIDING FOR AN EFFECTIVE
DATE.**

12 **WHEREAS**, on October 22, 2019, the Town received a presentation about the changing
13 landscape of recycling markets; and

14 **WHEREAS**, curbside recycling has shifted from being a revenue generator to a budget
15 expense for the Town; and

16 **WHEREAS**, the budget expense has steadily increased during 2019 as the average market
17 value has decreased, and in July, surpassed the per ton cost of trash disposal; and

18 **WHEREAS**, the Town has a long history of robust residential recycling for the protection
19 of natural resources; and

20 **WHEREAS**, glass has a high negative recycling value, is an inert material, and does no
21 environmental harm when placed in the trash; and

22 **WHEREAS**, glass and contamination, which refers to non-recyclable items being placed
23 in the recycling container, are the primary contributors to the high cost of recycling; and

24 **WHEREAS**, recycling education is an important element of successful recycling
25 programs; and

26 **WHEREAS**, City staff will be coordinating a public education campaign to launch a public
27 education campaign based on the Florida Recycles “Rethink. Recycle. Reset.” to inform all in the

community of the new Recycling Rules with the goal of achieving a lower per ton cost for recycling than trash; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to remove glass from the list of acceptable recyclables.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:

Section 1. Recitals. Each “WHEREAS” clause set forth is true and correct and herein incorporated by this reference.

Section 2. No glass in curbside recycling. The Town Commission agrees to the removal of glass from the list of materials collected in the Town’s curbside recycling program.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 10th day of December 2019.

Mayor Chris Vincent

Attest:

Town Clerk Tedra Allen
(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: December 10, 2019

Submitted by: Linda Connors

Submitting Department: Development Services

Item Type: Quasi Judicial Public Hearings

Agenda Section: QUASI JUDICIAL PUBLIC HEARINGS

Subject Title:

Site Plan modification for 100 Commercial Blvd. (Linda Connors, Development Services Director)

Explanation: This application (Exhibit 1) is a request to modify the site plan for 100 Commercial Blvd to add one (1) 500 sq. ft. (square foot) interior mezzanine to the existing one (1) story building. The property is zoned B-1. The current owner, Commercial East LLC, purchased the property in 2016.



A detailed explanation of the project is provided in the attached Planning and Zoning Board staff report **(Exhibit 2)**.

The additional square footage required the property owner to provide two additional parking spaces. Instead of providing the parking onsite, the Applicant submitted an application for Payment in Lieu of Parking (PILOP). The approval of the PILOP application is contingent on the approval of the Site Plan Modification request.

The Planning and Zoning Board reviewed the application at its December 5, 2019 meeting (**Exhibit 3 – P&Z Board Action Agenda**) and recommended approval of staff's recommendation to approve the request with the following conditions:

1. Obtain a letter from Vicky Eckels of Green Scene Consulting approving the proposed trash/recycling plan.
2. Groundcover must be replaced in the Vehicular Use Area.
3. Update the most recent set of plans with an updated revision date.
4. The full sidewalk easement is not clearly depicted on the existing Site Plan. The existing Site Plan should be updated to show the sidewalk easement extending from the north lot line from the face of the existing building to the eastern lot line. The sidewalk easement should be depicted extending beyond the north end of the building.
5. Add the "BCR" (Broward County Records) after the PB (Page/Book) and page number to distinguish from Dade County Records.
6. Add cross-reference to sheet A-2.0 for planting information below the "new proposed planters" label for the El Mar Drive planters.
7. The Site Plan Modification will not take effect unless the PILOP (Payment in Lieu of Parking) application is finalized and payment made to the Town.
8. The approved Site Plan Modification does not in any way create a right on the part of the Applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Town for issuance of the approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.
9. Prior to issuance of a building permit, the Town Clerk shall certify that there are no outstanding fines moneys, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property in which the building permit is being issued. If fees are related to a code violation that requires a building permit to correct the violation, only the building permits required by the Town for correction of the violation may be issued. No other building permits will be issued until all outstanding debts to the Town are paid in full.
10. All applicable state and federal permits shall be obtained before commencement of construction.

Recommendation:

Staff recommends that the Commission approve the Site Plan Development Order (Exhibit 4).

Exhibits:

1. Applications and Plans
2. Planning and Zoning Staff Report
3. Planning and Zoning Action Report
4. Site Plan Modification Development Order

EXHIBIT 1

Application #: 2019-LX-SPM-01
BTR#:



TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
Department of Development Services
4501 N. Ocean Boulevard, Lauderdale-By-The-Sea, FL 33308
Phone: 954-640-4210 Fax: 954-640-4654
www.lbts-fl.gov

DEVELOPMENT APPLICATION

In accordance with Section 30.111-30.113 of the Town's Unified Land Development Regulations: Development applications are required to be provided before any development permit is issued. Please refer to the Town's website to obtain a copy of the corresponding Application Checklist. Please also refer to the Fee Schedule, updated annually by the Town, as provided on the website which will indicate the cost per application type. Please check the development approval being requested:

- | | | |
|---|--|---|
| ☐ Abandonment | ☐ Conditional Use-Sign | ☐ Preliminary Site Plan |
| ☐ Administrative Adjustment-Level 1 | ☐ Conditional Use-Transfer Fee | ☐ Sidewalk Cafe |
| ☐ Administrative Adjustment-Level 2 | ☐ Construction Time Extension | ☐ Sidewalk Cafe Modification |
| ☐ Architectural Review-Preliminary | ☐ Development Order Extension | ☒ Site Plan |
| ☒ Architectural Review-Final | ☐ Encroachment Application | ☒ Site Plan Modification-Level |
| ☐ Bicycle Racks | ☐ Landscape Plan | ☐ 1 Site Plan Modification- |
| ☐ Conditional Use | ☐ Landscape Plan Amendment | ☐ Level 2 Tree Removal |
| ☐ Conditional Use Amendment-Level 1 | ☐ Parking Reduction-Level 1 | ☐ Variance-Single Family |
| ☐ Conditional Use Amendment-Level 2 | ☐ Parking Reduction-Level 2 | ☐ Variance-All Other |

Based on approval being requested, refer to the corresponding checklist and supplemental requirements.

Project Name: 100 E. Commercial Folio Number(s): 4943-18-01-1260
Street Address: 100 E. Commercial Blvd., Lauderdale by The Sea, FL, 33308
Subdivision Name: Platbook 6, Page 2 Block(s): 14 Lot(s): 8 and 9
Name of Property Owner: Yaniv Saunanes Address of Property Owner: _____
Property Owner's Phone Number: 305 401 2223 Property Owner's Email Address: info@toma-designgroup.com
Name of Applicant: Yaniv Saunanes Address of Applicant: 122 Golden Beach Dr
Applicant Phone Number: 305-502-7474 Applicant Email Address: Golden Beach, FL 33160
Name of Agent (E.G. Contractor) Representing the Project: Martin Litman
Agent's Address: 20900 NE 30th Avenue #1001 Agent's Phone Number: 305-401-2223 Email Address: _____
Aventura, FL 33180
Land Use Plan Designation: _____ Zoning District: B-1
Existing/Type of Use of the Subject Property: Retail to Remain
Proposed Use of the Subject Property: Retail to Remain
As applicable, answer the following:
Existing Number of Units: 1 Proposed Number of Units: 1
Existing Square Footage: 3830 Proposed Square Footage: 4330

358



DEVELOPMENT APPLICATION SIGNATURE PAGE

Print Name of Property Owner: Yaniv Sananes Date: 4/3/19

Signature of Property Owner: [Signature]

State of Florida: _____

County: Dade

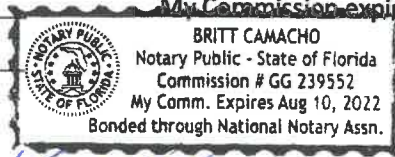
SWORN AND SUBSCRIBED before me this 4 day of April, 2019.

The person signing is ☒ Personally known to me or _____ Has produced identification _____

Print Notary Name: Britt Camacho

My Commission expires: Aug 10, 2022

Notary Signature: [Signature]



Print Name of Applicant: YANIV SANANES Date: 4/3/19

Signature of Property Applicant: [Signature]

State of Florida: _____

County: Dade

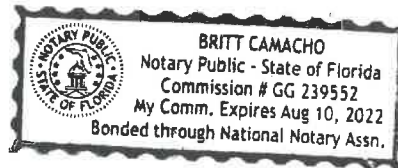
SWORN AND SUBSCRIBED before me this 4 day of April, 2019

The person signing is ☒ Personally known to me or _____ Has produced identification _____

Print Notary Name: Britt Camacho

My Commission expires: Aug 10 2022

Notary Signature: [Signature]



FOR ADMINISTRATIVE USE ONLY:

Date Application submitted: _____

Date Application found complete: _____

Pre-Application meeting date: _____

Non-refundable Application Fee: _____

Cost Recovery Fee: _____

SITE PLAN LEVEL 2 MODIFICATION CHECKLIST



TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
Department of Development Services
4501 N. Ocean Boulevard Lauderdale-By-The-Sea, FL 33308
Phone: 954-640-4210 Fax: 954-640-4654
Email: Planning@LBTS-FL.gov
www.LBTS-FL.GOV

SITE PLAN LEVEL 2 MODIFICATION CHECKLIST

In accordance with the Town of Lauderdale-By-The-Sea Unified Land Development Regulations Section 30-123 – Administrative Adjustment-Level 2, the following is a list of the required documentation required for development approval of an Site Plan Level 2 Modification application.

Items for Submittal:

- Fee for Site Plan Modification-Level 2 + Deposit (See Fee Schedule)
 - (1) copy of the PLANS only (at 11" x 17") in color (as applicable at final submittal)
 - Two (2) copies of the PLANS only signed, sealed and bounded at 24" x 36"
 - One (1) digital copies of the below referenced documents – via email, disk or thumb drive
- A completed Development Application signed and notarized (original needed)
- Proof of Ownership (Deed, Title Work)
- Copy of site plan previously approved by the Town (see specifications for site plan below)
- Copy of Development Order originally approved by the Town
- A letter addressed to the Town describing the changes to the previously approved site plan
- An exhibit showing the proposed modifications to the site plan (please show change to site plan at the same scale and paper size as previously approved site plan)
- Current survey current within 60 days and drawn to scale (as applicable)
- Revised rendering or perspectives of the modified development (as applicable)
- Revised landscape plans (as applicable)
- Revised elevations (as applicable)
- Traffic Study (as applicable)
- Photos of site and of adjacent properties (as applicable)
- Upon resubmittal of the plans, include a letter response to the Town comment. This is done by providing the comment received from the Town followed by a response by the applicant

Specifications for Site Plan: If the original site plan was not completed to the required specifications, please review the following information as the appropriate submittal package for a site plan:

- Cover sheet for the plan set describing project details (e.g. consultants, area map, project name)
- Survey. The survey must identify the following:
 - * Distance of structure from property line
 - * Distance between structures
 - * Identify property lines
 - * Existing setbacks
 - * Easements
 - * Adjacent right-of-way
- Detail Sheet
- Floor Plans
- Building Elevations
- Renderings or perspectives of the proposed development

Application #: 305 502-7474
Project Name: 100 E. Commercial
Acres (gross): 0.1352 Acres (net): 5 888
Zoning District: B-1

Is this a modification to a previously approved site plan? X Yes or No If yes, please provide the date and application number of the previous approval _____

Proposed Land Use Designation: Residential

Is the site presently vacant? no

The date last occupied occupied currently

Number of units to remain 1 To be demolished 0

Density: _____ **# of stories** _____

For Non-Residential: Gross Floor Area 3830 Sq Ft. Plot Size: 55' x 110' # of stories 1

Mezzanine addition to existing Retail Building.

Additional Information: _____

PROPOSED DEVELOPMENT: COMPLETE FOR RESIDENTIAL PROJECTS

UNIT TYPE	NUMBER OF UNITS	PLOT SIZE	DENSITY
Single-Family			
Duplex			
Townhouse			
Condominium			
Motel Unit			
Hotel Unit			
If site plan is being modified, describe changes to any of the above:			

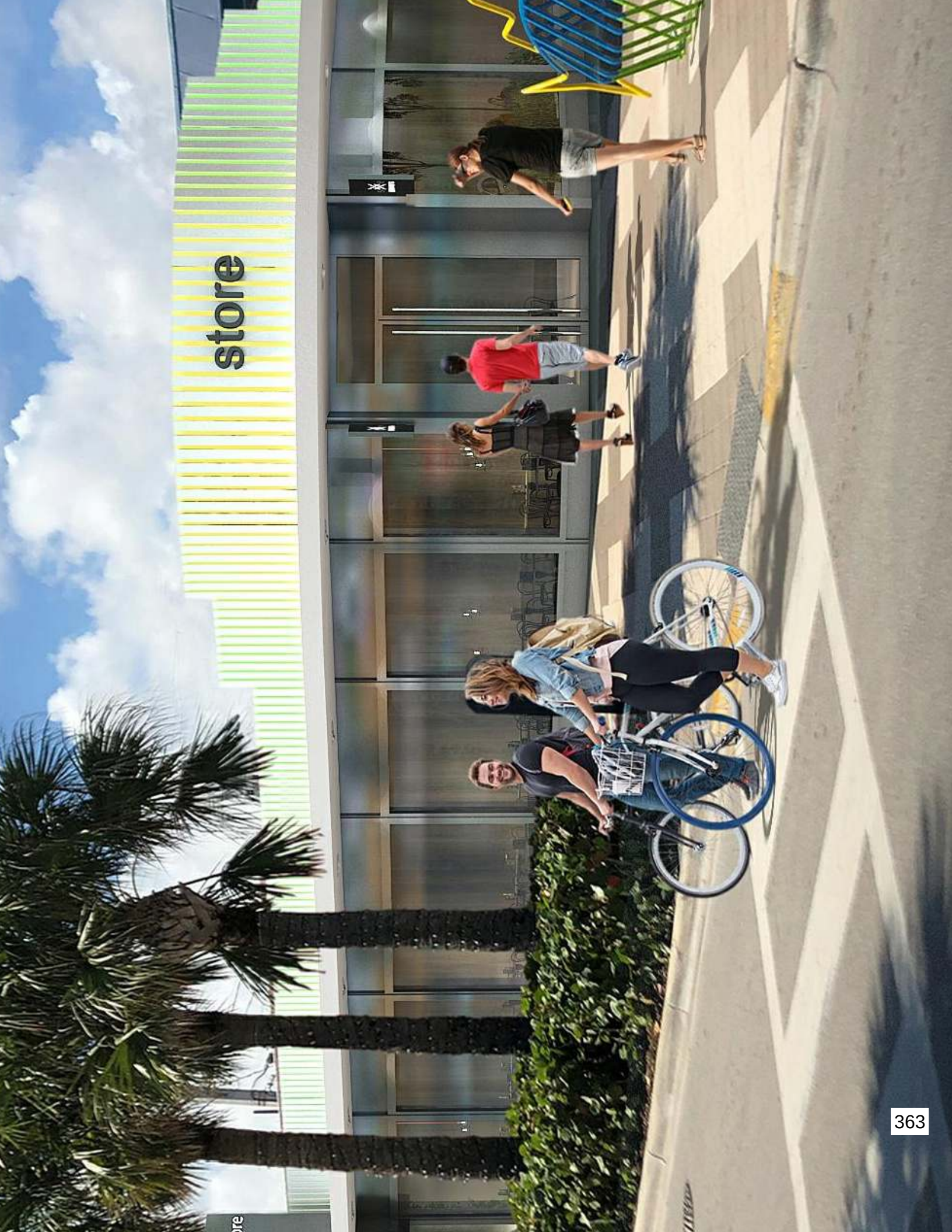
PROPOSED DEVELOPMENT: COMPLETE FOR NON-RESIDENTIAL PROJECTS

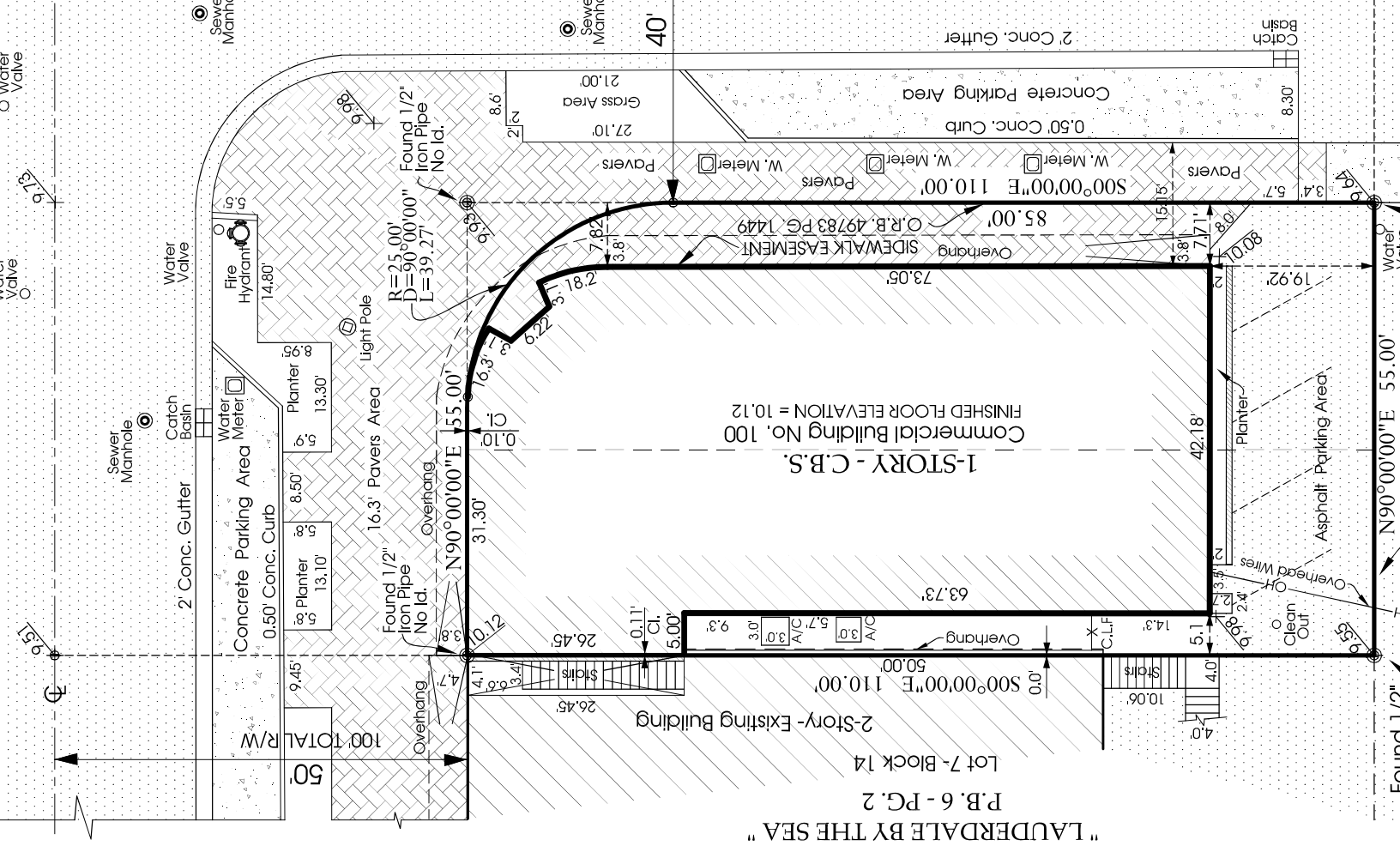
LAND USE TYPE	GROSS FLOOR AREA	PLOT SIZE	NUMBER OF STORIES
Commercial	3830	55' x 110'	1
Office			
Restaurant			
Medical			
Other Uses:			
Other Accessory Uses:			
If site plan is being modified, describe changes to any of the above:			

Administrative Use Only

Date Application Submitted: _____
 Pre-Application Meeting Date: _____

Date Found Complete: _____





CERTIFIED TO:

YANIV SANANES
PAUL FELDMAN, P.A.
FIDELITY NATIONAL TITLE INSURANCE COMPANY

ABBREVIATIONS AND LEGEND:

- A/C = DENOTES AIR CONDITIONING UNIT
- CONC. = DENOTES CONCRETE
- (M) = DENOTES MEASURE
- (R) = DENOTES RECORD
- (C) = DENOTES CALCULATED
- R/W = DENOTES RIGHT-OF-WAY
- Q = DENOTES CENTERLINE
- U.E. = DENOTES UTILITY EASEMENT
- P.B. = DENOTES PLAT BOOK
- PG. = DENOTES PAGE
- [Symbol] = DENOTES WATER METER
- [Symbol] = DENOTES WOOD POWER POLE
- [Symbol] = DENOTES WOOD FENCE
- [Symbol] = DENOTES CHAIN LINK FENCE
- [Symbol] = DENOTES IRON FENCE
- [Symbol] = DENOTES OVERHEAD WIRES
- [Symbol] = DENOTES FOUND IRON PIPE (NO ID.)
- CL. = DENOTES CLEAR

CERTIFICATION:

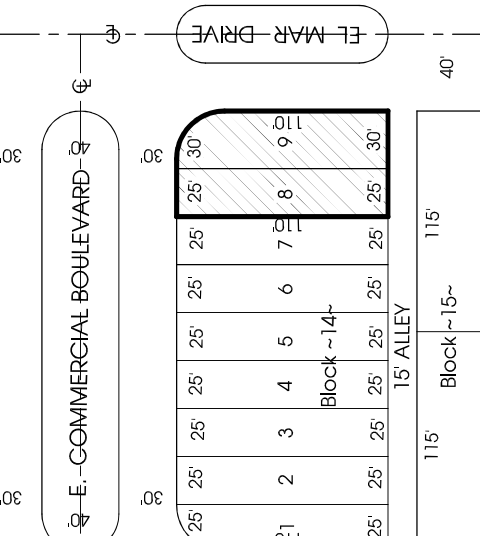
SURVEYOR'S CERTIFICATION: I HEREBY CERTIFY THAT THIS "ALTA/ACSM LAND TITLE SURVEY" IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. THIS COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS, AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPER IN CHAPTER 51-17.051, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

SIGNED
MIGUEL ESPINOSA
P.S.M. No. 5101-STATE OF FLORIDA
NOT VALID WITHOUT AN AUTHENTIC ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL AND/OR THIS MAP IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSE SURVEYOR AND MAPPER.

ALL BEARINGS AND DISTANCES SHOWN HEREON ARE RECORD AND MEASURE UNLESS OTHERWISE NOTED.

ONLINE LAND SURVEYORS, INC.

PROFESSIONAL SURVEYOR AND MAPPER



ACCORDING TO THE
E 2. OF THE PUBLIC

THE SEA, FLORIDA 33308

PANEL: 0378
ELEVATION: N/A

MADE AND ALL RECORDED
TITLE COMMITMENT PREPARED BY FIDELITY NATIONAL
ED JULY 18, 2016 @ 8:00 A.M.

OR EASEMENT OR OTHER
PLAT.

IONS OR OTHER IMPROVEMENTS

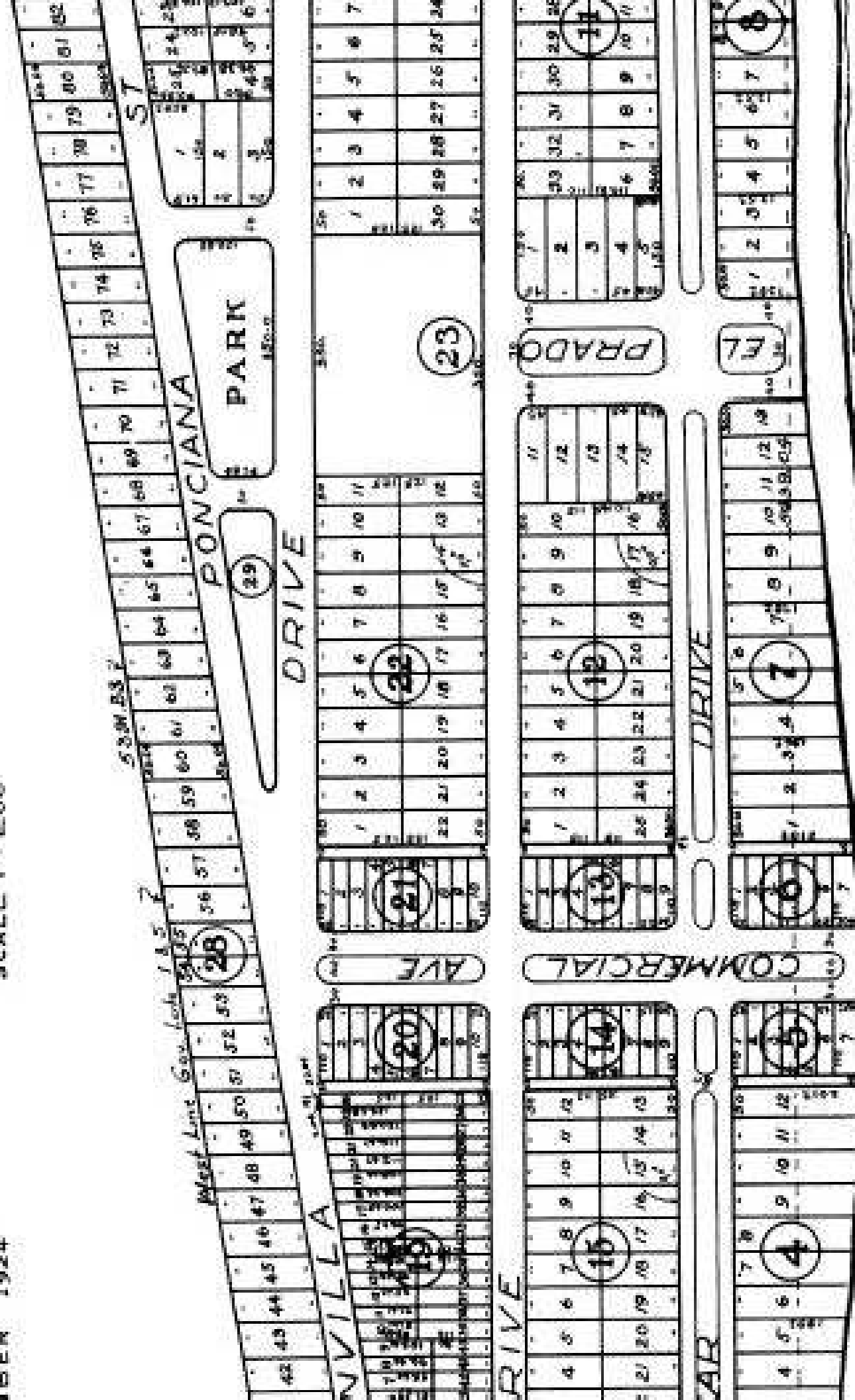
NTS LOCATED.

AND/OR GRAPHIC REPRESENTATION OF
D BE DRAWN AT A SHOWN SCALE

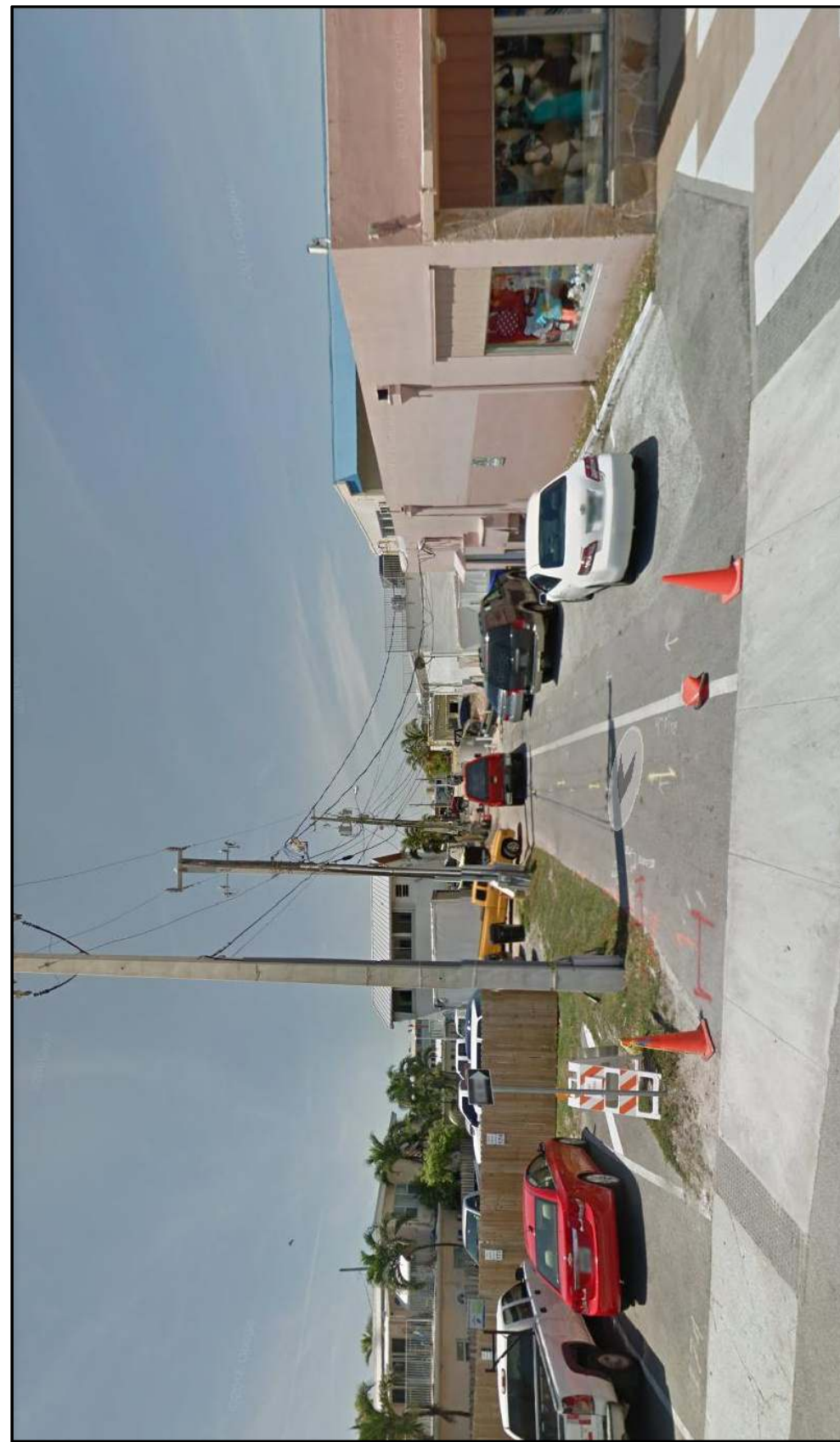
RS UNLESS NOTED.
RVEYORS EMBOSSED SEAL.
LESS OTHERWISE SHOWN.

1988 UNLESS OTHERWISE NOTED.
ARE FOR THE EXCLUSIVE USE OF THE ENTITIES
ND TO ANY UNNAMED PARTIES.

N O.R.B. 49783 PG 3 ENCUMBERS SUBJECT PROPERTY
RVEY.



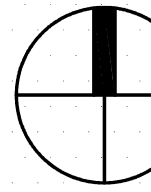
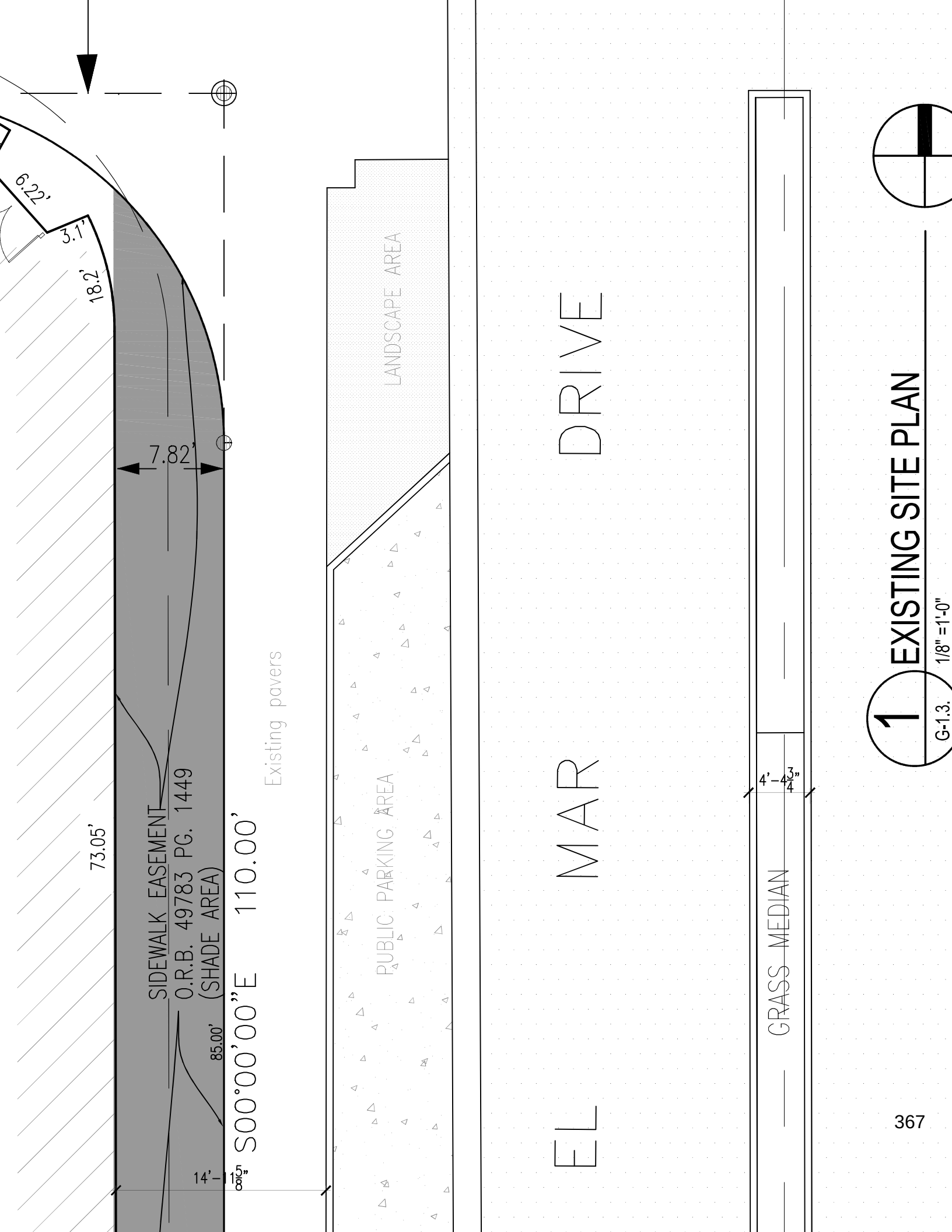
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3) SOUTH VIEW FROM EL

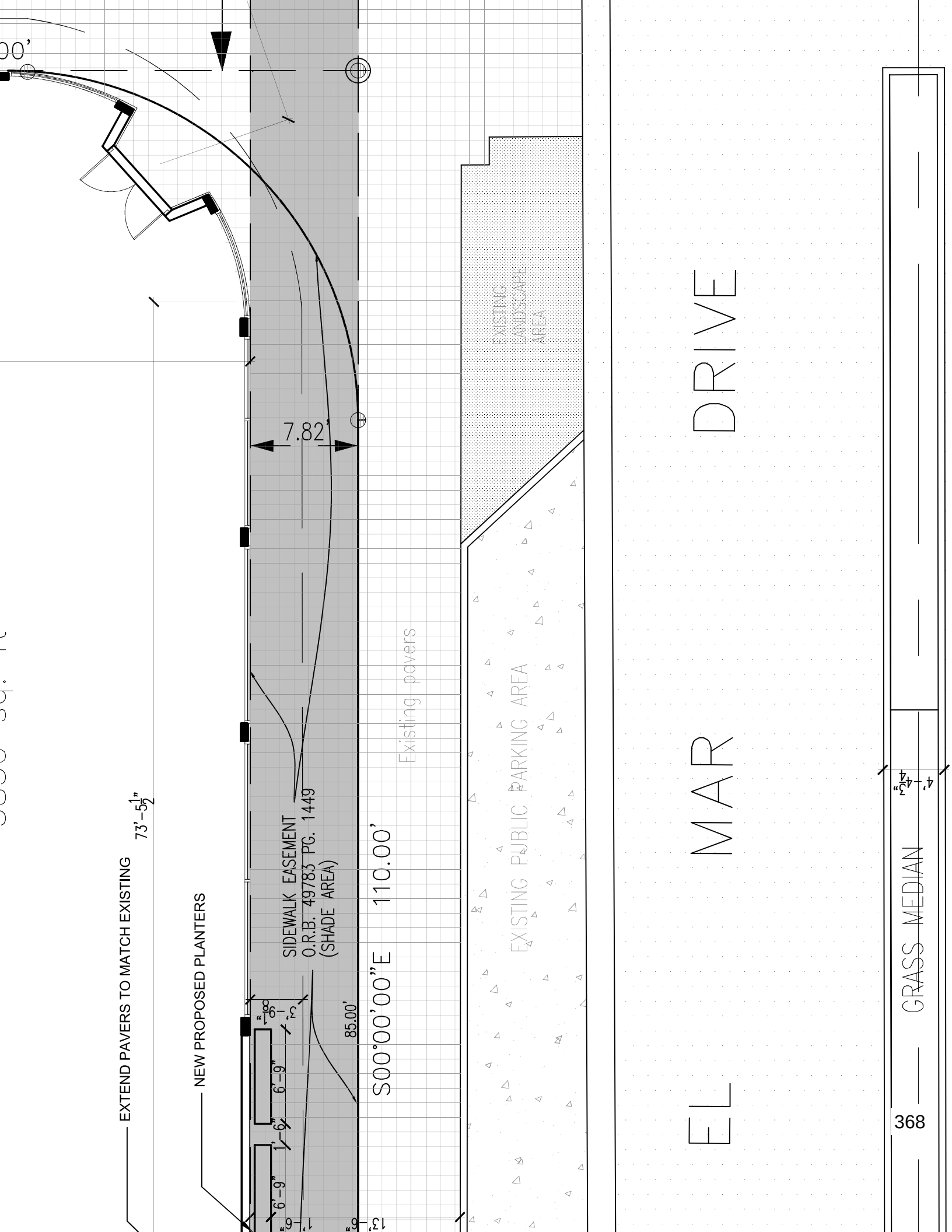
REFERENCE CAMERA ANGLE PLAN

4) WEST VIEW FROM EL MAR DR



1 EXISTING SITE PLAN

G-1.3. 1/8" = 1'-0"



EXTEND PAVERS TO MATCH EXISTING

73'-5 1/2"

NEW PROPOSED PLANTERS

SIDEWALK EASEMENT
O.R.B. 49783 PG. 1449
(SHADE AREA)

85.00'

S00°00'00"E 110.00'

Existing pavers

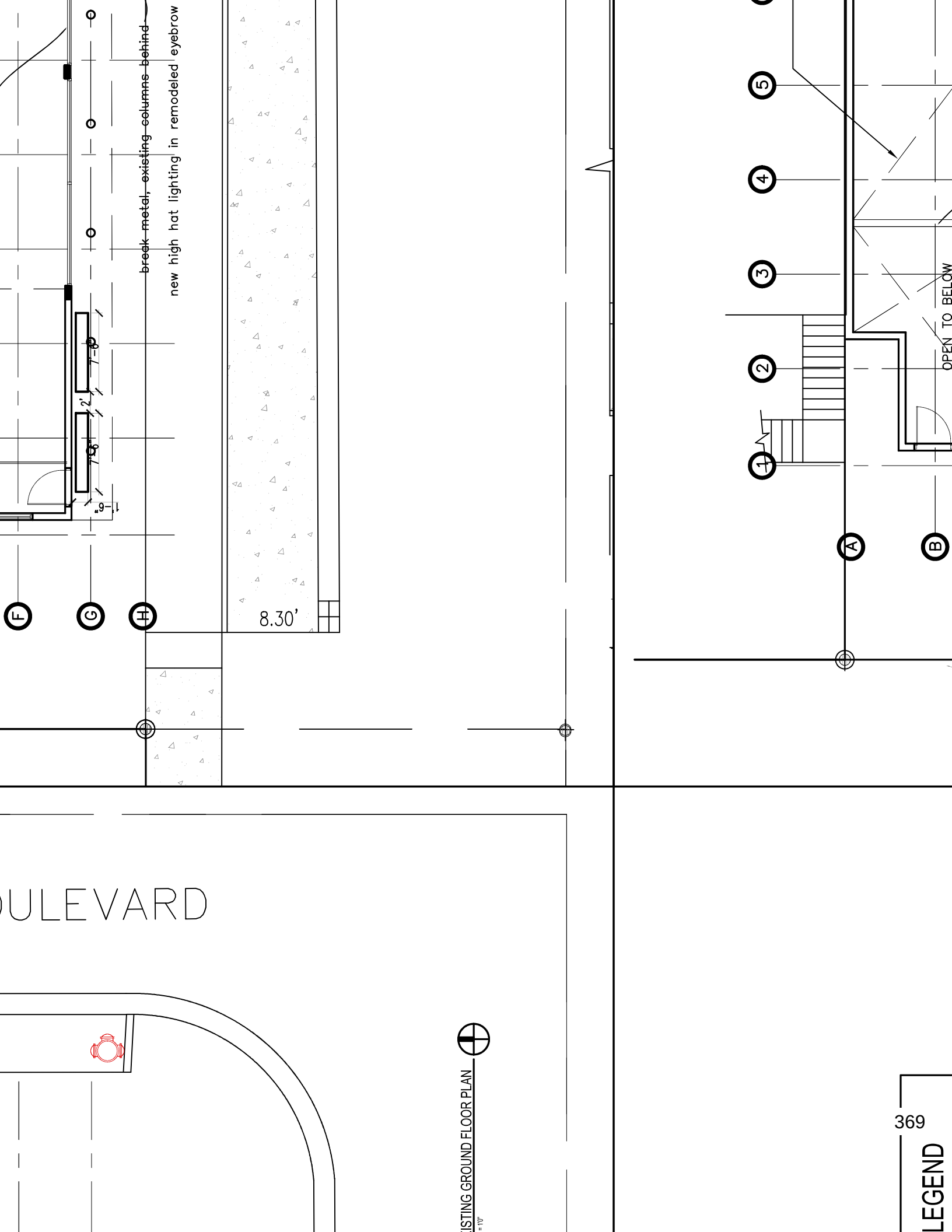
EXISTING PUBLIC PARKING AREA

EXISTING LANDSCAPE AREA

EL MAR DRIVE

368 GRASS MEDIAN

BULEVARD



break metal, existing columns behind
new high hat lighting in remodeled eyebrow

8.30'



EXISTING GROUND FLOOR PLAN

= 1/8"

1 WEST ELEVATION
A-2.0 3/16" = 1'0"

for lighting effect
metal slats

4

5

METAL SLATS

(same color as window frames)

©

breakme

stucco over densglass finish

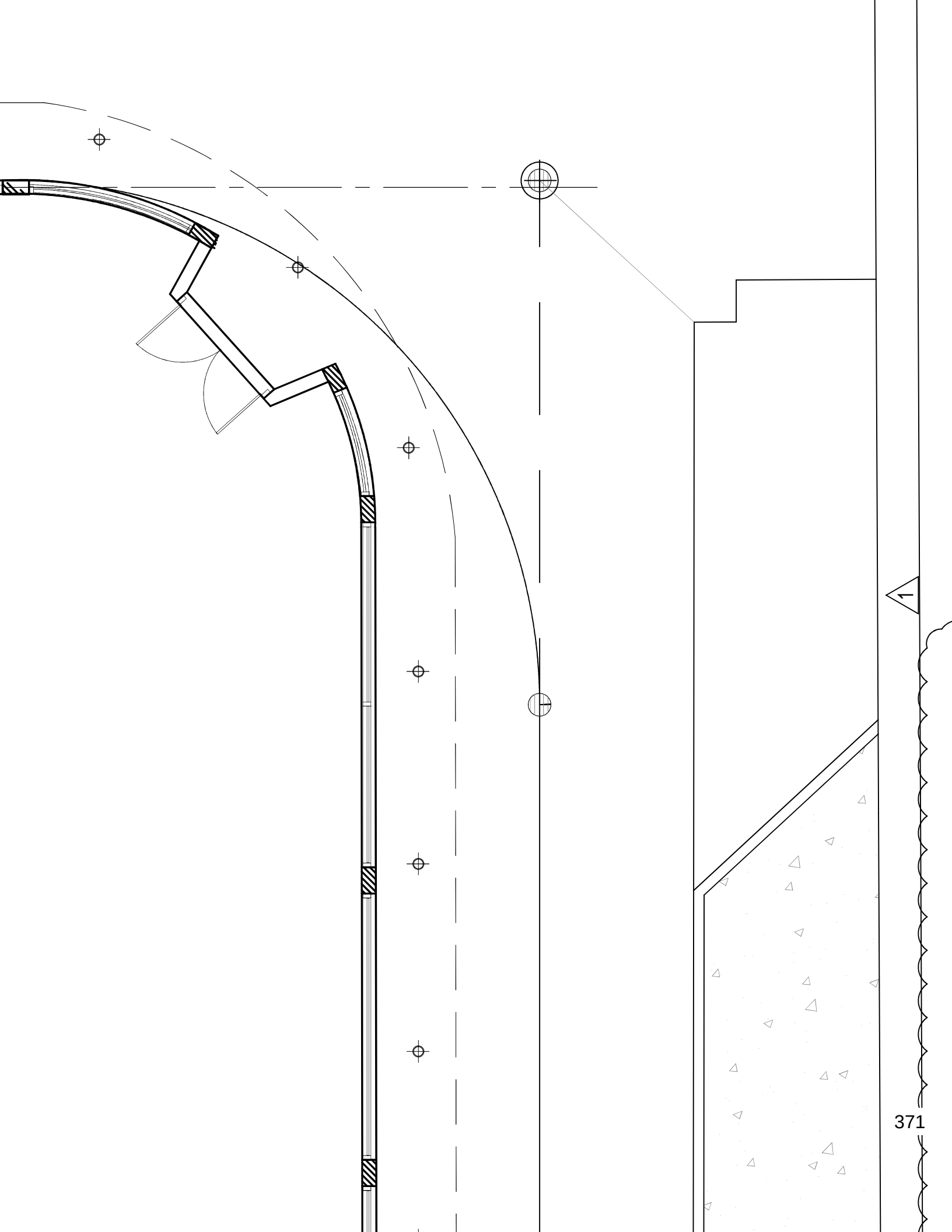
5'-2"

2'-11"

13'-2"

1 EAST ELEVATION
A-2.0 1/8" = 1'0"

breakmetal cover to under window





2) SOUTH/EAST VIEW FROM EL



Sec. 30-139. - Notice of Public Hearings.

- (a) *Generally.* When an application for development approval is subject to a public hearing, the DSD shall ensure that the necessary public hearing is scheduled for the decision-making body reviewing the application and that proper notice of the public hearing is provided, as set forth herein. All notices for public hearings shall include the following information:
- (1) Applicant's name;
 - (2) The date, time, and place of the public hearing;
 - (3) A description of the property involved by street address or by legal description, and area of the subject property. A map may be substituted for the legal description or as required by State law;
 - (4) The nature, scope and purpose of the proposal being noticed;
 - (5) The Town departments where the public may inspect the application, staff report and related materials during normal business hours;
 - (6) A statement that affected parties may appear at the public hearing, be heard and submit evidence with respect to the application; and
 - (7) Other information as may be required by law.
- (b) *Mailed notice.*
- (1) Where mailed notice is required, pursuant to Table XXX, it shall be provided to all property owners within a 300 foot radius of the subject property, and shall include the subject property owner(s) and Town Development Services Department.
 - (2) Distances for purposes of mailed notice requirements shall be measured from the perimeter of the property subject to development approval, except that where the owner of the subject property owns contiguous property, the distance shall be measured from the perimeter of the boundary of the contiguous property.
 - (3) Property owners shall be determined by the ad valorem tax records of Broward County.
 - (4) The DSD shall prepare the written notice and provide said notice to the Town Clerk who shall be responsible for mailing the notices.
 - (5) Mailed notice shall be deemed given when a notice has been properly addressed, stamped and deposited in a U.S. Postal depository or collected by an employee of the U.S. Postal Service.
 - (6) Notice by mailing is a courtesy only and no action taken by the Town shall be voided by the failure of any individual property owner to receive such notice.
- (c) *Published notice.* When the provisions of this chapter require published notice, the DSD shall provide that the notice be:
- (1) Published in the non-legal section of the local newspaper of general circulation that has been selected by the Town and in accordance with applicable Florida Statutes.
 - (2) Follow the timelines and ad type established in Table XXX in this article.
 - (3) For the purposes of this section and Table XXX:
 - a. "Display ad" shall be no less than two columns wide by ten inches long and the headline of the required notice shall be in a type no smaller than 18 point font size. If the ad is for a zoning map amendment, it shall also include a map pursuant to Florida Statutes 166.041(3)(c)2.
 - b. "Standard ad" shall be shall be in the legal ad section of the classified ads of the newspaper and shall be in a type no smaller than 5 point font size.

- (d) *Posted notice.* When the provisions of this chapter require that notice be posted on the property subject to the application, the DSD shall provide the required sign to the applicant who will be responsible for posting the property, as set forth below:
- (1) Signs shall be placed on the property that is the subject of the application in accordance with timelines prescribed in Table XXX in this article prior to a required or requested hearing.
 - (2) If the subject property fronts on more than one right-of-way, then a sign shall be posted facing each right-of-way.
 - (3) Signs shall be placed no more than five feet from the street or if there is a sidewalk, no more than two feet beyond the property side edge of the sidewalk, so that the lettering is visible from the street.
 - (4) If the sign is destroyed or removed from the property, the applicant is responsible for obtaining another sign from the Town and posting the new sign on the property.
 - (5) The sign shall remain on the property until final disposition of the application. This shall include any deferral, rehearing, appeal, or requirement for review or hearing by another body. The sign information shall be updated to include any additional public hearings or public hearing deferrals consistent with Table XXX.
 - (6) No less than five days prior to the public hearing, the applicant shall execute and submit to the Department an affidavit of proof of the posting of the public notice sign in accordance with the provisions of this section. Updates as provided in (5) above shall also require such affidavit. If the applicant fails to submit the required affidavit, the DSD may postpone the application until the next public hearing after the affidavit has been supplied.
- (e) *Town Website Posting.* Notice of all development applications shall be provided on the Town's Website no later than ten days prior to any public hearing related to the application. Website Notice is a courtesy only and no action taken by the Town shall be voided by the failure of such notice to be posted.
- (f) *Re-noticing.* All costs of re-noticing the public hearing shall be borne by the party failing to comply with the applicable notice requirements, requesting the deferral or continuance, or whose actions are responsible for the deferral or continuance which may require re-noticing of the hearing. Continuances to a date certain, announced at the originally noticed meeting, shall not require re-notice of the new public hearing date. Continuances to unspecified dates, substantive changes to an application request during the period an application has been continued, or more than two continuances on the application, shall require re-noticing for the new public hearing date.
- (g) *Development applications requiring public hearing.* Public hearings on applications for development permit approvals other than rezoning, including, but not limited to administrative adjustments, appeals from administrative decisions, conditional uses, plats, site plans, vacations and variances shall be noticed as follows in accordance with Table XXX.
- (h) *Applicant bears burden of costs.* When the provisions of this chapter require that notice be provided, the costs of Town staff preparing the content of the notice and providing such notice shall be billed through cost recovery.
- (i) *Provisions of Florida Statutes to prevail.* Where provisions of the Florida Statutes conflict with provisions of this chapter, the Florida Statutes shall prevail except where this chapter contains supplementary requirements not in conflicting with the Florida Statutes.

Table XXX. Notice Requirements

Application Type	Florida Statute Reference	Board Notice Date (as	Commission Notice	Type of Notice			
				Website	Posted	Mailed	Published

EXHIBIT 2

		applicable)	Date			300'	(Ad Type)
Other development permits: administrative adjustments, appeals from administrative decisions, conditional uses, plats, site plans, variances		10 days	10 days	X	X	X	n/a
Administrative decisions: Architectural Review, Conditional Use Level 1 Modification, Site Plan Level 1 Modification				n/a	n/a	n/a	n/a
Comprehensive Development Master Plan - Text	163.3184	10 days	7 days - 1st public hrg and 5 days - 2nd public hrg	X			X (Display)
Comprehensive Development Master Plan - Map	163.3184	10 days	7 days - 1st public hrg and 5 days - 2nd public hrg	X	X	X	X (Display)
Land Development Code - Text Amendments changes to actual list of permitted, conditional, or prohibited uses within a zoning category).	166.041(3)(c)2	10 days	7 days - 1st public hrg and 5 days - 2nd public hrg	X			X (Display)

EXHIBIT 2

Land Development Code - all other Text Amendments	166.041	10 days	10 days	X			X (Standard)
Zoning Map Change (chapter 30)—Town (less than 10 contiguous acres)	166.041(3)(c)1	10 days	30 days	X		X	X (Standard)
Zoning Map Change (chapter 30)—Town (10 or more contiguous acres)	166.041(3)(c)2	10 days	7 days - 1st public hrg 5 days - 2nd public hrg	X	X	X*	X* (Display, with map)
Zoning Map Change (chapter 30)—Owner	166.041(3)(a)	10 days	10 days	X	X	X	X (Standard)

(Ord. No. 2014-08, § 3, 7-7-2014)

Sec. 30-123. - Modification of approved site plan.

If an applicant's development plans change after previously receiving site plan approval, the applicant may file an application for modification of an approved site plan, pursuant to section 30-112, with the Department. Applications for modification of an approved site plan shall be classified as provided below.

- (a) *Level 1 - Administrative approval.* A Level 1 site plan modification will, as determined by the Town Manager, have:
 - (1) No adverse effect on the approved site and development plan;
 - (2) No adverse impact upon adjacent and nearby properties; and
 - (3) No adverse aesthetic impact when viewed from a public right-of-way.
- (b) *Level 2 - Town Commission approval.* A Level 2 site plan modification presents a significant change in intensity of use which, in turn, may have a significant impact upon facilities, concurrency, nearby and adjacent properties, or findings made at the time of approval of the site and development plan as determined by the Town Manager and which requires Town Commission review and approval.
- (c) *Modification Level Criterion.* In determining the level of review applicable to a modification, the Town Manager shall consider the following questions:
 - (1) Does the modification increase the buildable square footage of the development?
 - (2) Does the modification reduce the provided number of parking spaces below the required number of parking spaces?
 - (3) Does the modification cause the development to be below the development standards for the zoning district in which it is located or other applicable standards in the Land Development Regulations?
 - (4) Does the modification have an adverse effect on adjacent or nearby property or reduce required physical buffers, such as fences, trees, or hedges?
 - (5) Does the modification adversely affect the elevation design of the structure or reduce the overall design of the structure below the standards stated in article I, division 2, Architectural Review Requirements?
 - (6) Does the modified development meet the concurrency requirements of the Town of Lauderdale-By-The-Sea Comprehensive Plan?
 - (7) Does the modification alter the site layout so that the modified site plan does not resemble the approved site plan?
- (d) *Appeal.* When any determination of modification made by the Town Manager is challenged or contested by the applicant, an appeal may be taken to the Town Commission.
- (e) *Procedure.* All site plan modifications shall be processed as set forth in division 1, generally, of this article.
- (f) *Required information.* The following information must be presented with a request for a site plan modification:
 - (1) Development order approving the original site plan, if applicable.
 - (2) Site plan information as deemed necessary by the Department.
 - (3) Minor modification: A letter from the applicant that sets forth the requested changes, along with an exhibit showing that portion of the site plan which is to be changed in its present condition and an exhibit depicting the requested change.
- (g) *Time frame.*

EXHIBIT 3

- (1) Upon approval of a Level 2 site plan modification by the Town Commission, the applicant shall have six months or until the expiration date of the original approval, whichever is later, to secure a building permit from the Department.
 - (2) If an applicant fails to secure a building permit in that time, all previous approvals shall become null and void and the applicant will be required to resubmit the plan for site plan review.
 - (3) At its discretion, the Town Commission may extend the approval of a major site plan modification for a six-month period.
 - (4) Level 1 - Administrative site plan modifications shall not extend the time limits of an approved site plan.
- (h) *Reporting.* The DSD shall prepare and provide to the Town Manager a quarterly report on Level 1 - Administrative approval site plan modifications, which shall be filed a minimum of quarterly with the Town Commission.

(Ord. No. 2014-08, § 3, 7-7-2014; Ord. No. 2017-01, § 2, 1-16-2017)



EXHIBIT 2

To: Planning and Zoning Board
From: Linda Connors, Development Services Director
Date: November 20, 2019
Meeting Date: December 5, 2019
Project: Case Number 2019-L2-SPM-01: Level 2 Site Plan Modification for 100 Commercial Blvd to add one (1) 500 sq. ft. (square foot) interior mezzanine to the existing one (1) story building.

The purpose of this memorandum is to provide findings and recommendations regarding the Level 2 Site Plan Modification application (**Exhibit 1**) submitted to the Town of Lauderdale-by-the-Sea (the "Town") for the commercial building located at 100 Commercial Blvd (**Diagram 1**). The Applicant, Yaniv Sananes, is requesting a modification from the approved Site Plan to add one (1) 500 sq. ft (square foot). interior mezzanine to the existing one (1) story building.

Diagram 1



The Applicant has paid the appropriate fee and submitted the required documents. Notice to all property owners located within a three (300) foot radius of the subject property has been given, the subject property has been posted and the public hearing concerning the Site Plan Modification application has been advertised pursuant

to Section 30-139 of the Town Code of Ordinances (the "Town Code.") (Exhibit 2). Staff has received no comments from the public regarding this request.

Background and Request

The Applicant's property is an existing commercial building located at 100 Commercial Blvd within the B-1 zoning district. The future land use classification for the site is Commercial. The subject property is located on a .14-acre parcel of land.

The Applicant, Yaniv Sananes, has submitted a Site Plan Modification to add one (1) 500 sq. ft. (square foot) interior mezzanine to the existing one-story commercial building. This application requires review and consideration by Town Staff, the Planning and Zoning Board and final consideration by the Town Commission for approval.

Site Plan Modification

Documents

Staff has reviewed the documents submitted pursuant to the requirements of the Town Code. This review is based on the following surveys and plans submitted by Martin Litman of Toma Design Group:

1. Map of Survey, prepared by Online Land Surveyors, Inc., dated September 19, 2019.
2. Existing Location Map, prepared by Toma Design Group, dated September 10, 2019, Sheet G-1.3.
3. Proposed Site Plan, prepared by Toma Design Group, dated September 10, 2019, Sheet G-1.4.
4. Proposed Exterior Elevations, prepared by Toma Design Group, dated April 3, 2019, Sheet A-2.0.

Town Code Provision

Section 30-123 of the Town Code (Exhibit 3) provides a process in which a previously approved site plan may be modified. If the modification presents a significant change in the intensity or density of the use, the modification is considered a Level 2 request. Level 2 Site Plan Modifications require review by the Town Staff, the Planning and Zoning Board and final review and consideration by the Town Commission.

The proposed development is the addition of a 500 sq. ft. (square foot) interior mezzanine to the existing one-story building. Updates to the parking area and landscaping are required as part of the proposed building improvements. No change to the existing once story commercial building footprint is proposed.

Review

The plans have been reviewed by the Town's Planning consultant, Linda Strutt. Comments are discussed below.

Setback Requirements (Section 30-241(h))

There will be no changes to the approved setbacks for the existing building.

Parking Requirements (Section 30-318)

Section 30-318 (s) of the Town Code sets forth parking requirements for retail establishments as one parking space for each 225 square feet of floor area. The subject property does not meet this requirement because the property was constructed prior to the establishment of this code parking requirement.

Sec 30-314 (b)(2) of the Town's code addresses properties that were developed prior to the establishment and approval of the Town's parking regulations and standards. The subject property was constructed prior to the establishment of the Town's parking regulations and standards and as a result the subject property is considered to be non-conforming as to parking with a credit allocated for the deficient parking.

The existing on-site parking which currently backs out into the adjacent alley is proposed to be modified by removing one (1) space necessary to provide for clearance in front of the proposed trash area and increased setback from the sidewalk/easement for safety purposes. The proposed changes will reduce the parking nonconformity. The parking requirement is currently being satisfied primarily by credits. However, the proposed development would increase the parking requirement by two (2) spaces. In order to address this increased parking requirement, a companion application for PILOP (Payment in Lieu of Parking) has been submitted concurrently with this application.

Potential Impacts to Adjacent Properties (Section 30-122)

There would be no discernable additional impacts to the adjacent properties from the addition of one (1) 500 s.f. (square foot) mezzanine.

Landscaping (Sections 30-122, 30-475, 30-478, 30-481)

Section 30-478 of the Town Code sets forth landscape requirements for vehicular use areas ("VUA"). Per Town Code, landscaping shall be provided in a square footage equal to a minimum of 20 percent (20%) of the gross vehicular use area.

Landscape Planters are proposed on site in order to meet to meet this requirement. These planters are being viewed as an existing approved substitute for VUA landscaping since it is not providing pervious area.

Fire

A review of the plans was conducted by the Fire Marshal. No comments or changes to the proposed Site Plan Modification plan were requested.

Crime Prevention Through Environmental Design (CPTED)

A CPTED review was conducted by the Broward Sheriff Office. No changes to the proposed Site Plan Modification plan were requested.

Engineering

An engineering review was conducted by Flynn Engineering, the Town's designated engineer. No changes to the proposed Site Plan Modification plan were requested.

Trash and Recycling

A letter from Vicky Eckels of Green Scene Consulting approving the proposed trash/ recycling plan will be required as a condition of approval.

Summary Findings and Recommendations

The proposed Site Plan Modification plan submitted by the Applicant are consistent with the Land Development Code.

Town staff recommends approval of the Site Plan Modification subject to the following conditions:

1. Obtain a letter from Vicky Eckels of Green Scene Consulting approving the proposed trash/ recycling plan.

2. Groundcover must be replaced in the Vehicular Use Area.
3. Update the most recent set of plans with an updated revision date.
4. The full sidewalk easement is not clearly depicted on the existing Site Plan. The existing Site Plan should be updated to show the sidewalk easement extending from the north lot line from the face of the existing building to the eastern lot line. The sidewalk easement should be depicted extending beyond the north end of the building.
5. Add the "BCR" (Broward County Records) after the PB (Page/Book) and page number to distinguish from Dade County Records.
6. Add cross-reference to sheet A-2.0 for planting information below the "new proposed planters" label for the El Mar Drive planters.
7. The Site Plan Modification will not take effect unless the PILOP (Payment in Lieu of Parking) application is finalized and payment made to the Town.
8. The approved Site Plan Modification does not in any way create a right on the part of the Applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Town for issuance of the approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.
9. Prior to issuance of a building permit, the Town Clerk shall certify that there are no outstanding fines moneys, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property in which the building permit is being issued. If fees are related to a code violation that requires a building permit to correct the violation, only the building permits required by the Town for correction of the violation may be issued. No other building permits will be issued until all outstanding debts to the Town are paid in full.
10. All applicable state and federal permits shall be obtained before commencement of construction.

Summary Findings

Staff has reviewed the Site Plan Modification application and finds that the application as conditioned herein meets the Town Code requirements.

Procedure

Following the Planning and Zoning Board's review, staff will schedule the Town Commission's review of the application on their December 10, 2019 agenda.

Exhibits

1. Application and Plans
2. Town Code Sec. 30-139
3. Town Code Sec. 30-123



Jarvis Hall 4505 N. Ocean Drive

Planning and Zoning Board Meeting

Planning and Zoning Board

Thursday, December 5, 2019
Jarvis Hall 4505 N. Ocean Drive

1. **CALL TO ORDER** 6:05 p.m.
 2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
 3. **APPROVAL OF MINUTES**
 - 3.a November 6, 2019 Meeting Minutes
-Board Member Howard Goldberg made a motion to approve, 2nd by Alan Bluestein.
Motion passed 5-0.
 4. **PUBLIC COMMENTS**
 5. **NEW BUSINESS**
 - 5.a Case Number 2018-L2-SPM-07: Level 2 Site Plan Modification to replace the existing swimming pool with a new rectangular shaped 5'-0" (five foot) depth swimming pool, replace an existing water feature, provide a new covered walkway in Building 3, provide a new covered walkway in Building 4, replace existing hardscaping and concrete pathways, construct new hardscape/landscaping throughout the property, relocate existing trees on site, construct a new volleyball court, construct new fencing along the east side of the property and complete interior renovations.
-Board member Howard Goldberg made a motion to approve, 2nd by Jeffrey White.
Motion passed 5-0
 - 5.b Case Number 2019-L2-SPM-01: Level 2 Site Plan Modification for 100 Commercial Blvd to add one (1) 500 sq. ft. (square foot) interior mezzanine to the existing one (1) story building.
-Board member Jeffrey White made a motion to approve, 2nd by Howard Goldberg.
 6. **OLD BUSINESS**
 - No old business.
 7. **UPDATES/BOARD MEMBER COMMENTS**
 8. **ADJOURNMENT**
-

THE TOWN OF LAUDERDALE-BY-THE-SEA WILL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES NECESSARY TO AFFORD INDIVIDUALS AN EQUAL OPPORTUNITY TO PARTICIPATE IN MEETINGS OF THE TOWN COMMISSION. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE TOWN CLERK NO LATER THAN TWO (2) DAYS PRIOR TO THE MEETING AT (954) 640-4200 FOR ASSISTANCE.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE TOWN COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSES MAY NEED TO INSURE THAT A VERBATIM RECORDING OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PROCEDURES FOR PUBLIC COMMENTS:

Public Comments may address issues that are not on this meeting's agenda, but should relate to the business of the Town, and should not contain personal attacks. If your comment requires follow up, the Town Manager will have a staff person respond to your concerns, and will advise us of the outcome.

The Town Clerk will read off the names of those who have signed up to speak. When your name is called, please come to the podium, state your name for the record, and indicate whether you are a Town resident. Do not state your address. You have up to three minutes to make your comments, but there is no requirement to use the entire time. If you wish to address a particular Commissioner or member of Town Administration, please do so by use of their title.

If you wish to approach the Commission dais to hand out a document or for some other reason, please request permission and state your reason for doing so. All documents to be provided to the Commission should be handed to the Town Clerk for distribution.

These procedures have been developed to assure that the Town Commission meeting time is efficiently used, and that meetings are conducted in a polite and respectful manner. More information on the decorum rules for Town Commission meetings is available in Section 2-23 of the Town Code of Ordinances.



**SITE PLAN DEVELOPMENT ORDER
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
Development Order 2019-L2-SPM-01**

PROJECT NAME: 100 Commercial Blvd

ADDRESS OF PROPERTY: 100 Commercial Blvd

FOLIO #: 49431801260

PROPERTY OWNER: Commercial East LLC

APPLICANT: Yaniv Sananes

APPLICANT ADDRESS: 122 Golden Beach Drive, Golden Beach FL 33160

REQUEST: Pursuant to Chapter 30-123, "Modification of Approved Site Plan" of the Town's Code of Ordinances, the Applicant has requested Site Plan Modification to add an interior 500 sq. ft. (square foot) mezzanine to the existing building at 100 Commercial Blvd.

SECTION 1. FINDINGS. THIS MATTER came before the TOWN Commission of the TOWN of LAUDERDALE- BY-THE-SEA, Florida, on December 10, 2019, following due public notice. The TOWN Commission having considered the public testimony, evidence in the record, the testimony of the applicant, and the recommendation of the TOWN Planning and Zoning Board and administrative staff, finds that the application, as conditioned herein, is in compliance with the applicable standards and minimum requirements of Chapter 30 of the Town Code.

SECTION 2. APPROVAL. The request to approve a Site Plan is hereby approved as shown on the Site Plan submitted by the Applicant, attached as Exhibit 1, except as modifications may be required by this approval or the Building Official.

SECTION 3. CONDITIONS. The APPROVAL granted herein is subject to the following conditions:

1. Obtain a letter from Vicky Eckels of Green Scene Consulting approving the proposed trash/recycling plan.
2. Groundcover must be replaced in the Vehicular Use Area.
3. Update the most recent set of plans with an updated revision date.
4. The full sidewalk easement is not clearly depicted on the existing Site Plan. The existing Site Plan should be updated to show the sidewalk easement extending from the north lot line from the face of the existing building to the eastern lot line. The sidewalk easement should be depicted extending beyond the north end of the building.
5. Add the “BCR” (Broward County Records) after the PB (Page/Book) and page number to distinguish from Dade County Records.
6. Add cross-reference to sheet A-2.0 for planting information below the “new proposed planters” label for the El Mar Drive planters.
7. The Site Plan Modification will not take effect unless the PILOP (Payment in Lieu of Parking) application is finalized and payment made to the Town.
8. The approved Site Plan Modification does not in any way create a right on the part of the Applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Town for issuance of the approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.
9. Prior to issuance of a building permit, the Town Clerk shall certify that there are no outstanding fines moneys, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property in which the building permit is being issued. If fees are related to a code violation that requires a building permit to correct the violation, only the building permits required by the Town for correction of the violation may be issued. No other building permits will be issued until all outstanding debts to the Town are paid in full.
10. All applicable state and federal permits shall be obtained before commencement of construction.

SECTION 4. VIOLATION OF CONDITIONS. Failure to adhere to the terms and conditions of this Development Order shall be considered a violation of the Town Code and persons found violating the conditions shall be subject to the penalties prescribed by the Town Code, including but not limited to, the revocation of any of the approval(s) granted in this Development Order. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town Code before it may

commence construction or operation, and that the foregoing approval in this Development Order may be revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town Code or the conditions of this Approval.

SECTION 5. APPEAL. In accordance with Section 30-140(d)(11) of the Town Code, the Applicant, or any aggrieved property owner in the area, may appeal the decision of the Town Commission in the Circuit Court of Broward County, Florida, in accordance with the Florida Rules of Appellate Procedure.

SECTION 6. EFFECTIVE DATE. This Development Order shall become effective upon Approval by the Commission.

APPROVED this ____ day of _____, 2019.

MAYOR CHRIS VINCENT

ATTEST:

Tedra Allen, Town Clerk, CMC

Approved as to form:

Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: December 10, 2019

Submitted by: Linda Connors

Submitting Department: Development Services

Item Type: Quasi-Judicial Public Hearings

Agenda Section: QUASI JUDICIAL PUBLIC HEARINGS

Subject Title:

Site Plan Modification for 4329 El Mar Drive (Seaside Villas f/k/a Eastward Strand) (Linda Connors Development Services Director)



Explanation:

This application (Exhibit 1) is a request to modify the site plan for 4329 El Mar Drive. The property is zoned RM-25 and is approximately .79 acres. The land use for the site is Medium High (25) Residential. The current owner, Wens Holding LLC purchased the property in 2015.

The applicant's request is to replace the existing swimming pool with a new rectangular shaped 5'-0" (five foot) depth swimming pool, replace an existing water feature, provide a new covered walkway in Building 3, provide a new covered walkway in Building 4, replace existing hardscaping and concrete pathways, construct new hardscape/landscaping throughout the property, relocate existing trees on site, construct a new volleyball court, construct new fencing along the east side of the property and complete interior renovations. A detailed explanation of the project is provided in the attached Planning and Zoning Board staff report (**Exhibit 2**).

The Planning and Zoning Board reviewed the application at its December 5, 2019 meeting (**Exhibit 3 – 390 Action Agenda**) and recommended approval of staff's recommendation to approve the request with the following conditions:

1. Correct sheets LA-100 and LA-102 to remove the trash area shown between Buildings 3 and 4.
2. Obtain a letter from Vicky Eckels of Green Scene Consulting approving the proposed trash/recycling plan.
3. Install a new fire hydrant on the site.
4. Correct the landscape plan's data table to show the total number of trees on the site now under Existing, the total to be provided, including those being retained on site and new plantings in the Proposed Column.
5. Provide a tree removal license from Broward County along with a completed Town landscape application prior to any tree removal operations.
6. Revise grading to ensure compliance with ADA requirements and provide additional grades on each corner of the handicap parking space and access isle for clarification.
7. Provide a Broward County Surface Water Management License no later than at time of permitting.
8. Revise Note 4 on plan C-1 which references the City of Fort Lauderdale standard details.
9. Provide information on plan C-1 for proposed mill and resurface. Depth of mill and thickness and type of proposed asphalt for resurfacing. Asphalt reference is to FDOT Type S-II asphalt however FDOT only uses type SP asphalts. Revise reference to FDOT Type SP-12.5 for 1.5" of asphalt.
10. Provide drainage calculations on plans no later than at time of permitting.
11. Provide details for the drainage structures, baffles, and exfiltration trench no later than at time of permitting.
12. The approved Site Plan Modification does not in any way create a right on the part of the Applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Town for issuance of the approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.
13. Prior to issuance of a build permit, the Town Clerk shall certify that there are no outstanding fines, moneys, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property in which the building permit is being issued. If fees are related to a code violation that requires a building permit to correct the violation, only the building permits required by the Town for correction of the violation may be issued. No other building permits will be issued until all outstanding debts to the Town are paid in full.
14. All applicable state and federal permits shall be obtained before commencement of construction.

Staff sent the required notices to the surrounding public and received no comment. The property was properly posted and the notice was placed on the Town's website.

Recommendation:

Staff recommends that the Commission approve the Site Plan Development Order (Exhibit 4)

Exhibits:

1. Applications and Plans
2. Planning and Zoning Staff Report
3. Planning and Zoning Action Agenda 12-5-19
4. Site Plan Modification Development Order

EXHIBIT 1

2018-12-SPM-07

Application #:

BTR#:



DEVELOPMENT APPLICATION

In accordance with Section 30.111-30.113 of the Town's Unified Land Development Regulations: Development applications are required to be provided before any development permit is issued. Please refer to the Town's website to obtain a copy of the corresponding Application Checklist. Please also refer to the Fee Schedule, updated annually by the Town, as provided on the website which will indicate the cost per application type. Please check the development approval being requested:

- | | | |
|---|--|---|
| ☐ Abandonment | ☐ Conditional Use-Sign | ☐ Preliminary Site Plan |
| ☐ Administrative Adjustment-Level 1 | ☐ Conditional Use-Transfer Fee | ☐ Sidewalk Cafe |
| ☐ Administrative Adjustment-Level 2 | ☐ Construction Time Extension | ☐ Sidewalk Cafe Modification |
| ☒ Architectural Review-Preliminary | ☐ Development Order Extension | ☐ Site Plan |
| ☐ Architectural Review-Final | ☐ Encroachment Application | ☒ Site Plan Modification-Level |
| ☐ Bicycle Racks | ☐ Landscape Plan | ☐ 1 Site Plan Modification- |
| ☐ Conditional Use | ☐ Landscape Plan Amendment | ☐ Level 2 Tree Removal |
| ☐ Conditional Use Amendment-Level 1 | ☐ Parking Reduction-Level 1 | ☐ Variance-Single Family |
| ☐ Conditional Use Amendment-Level 2 | ☐ Parking Reduction-Level 2 | ☐ Variance-All Other |

Based on approval being requested, refer to the corresponding checklist and supplemental requirements.

Project Name: EASY TIME INN & SUITES RENOVATION

Folio Number(s): 494318011420, 494318011400, 494318011410, 494318011390, 494318011380

Street Address: 4321 EL MAR DR, 4333 EL MAR DR., 4329 EL MAR DR., 4337 EL MAR DR., 4341 EL MAR DR.

Subdivision Name: FT. LAUDERDALE BY THE SEA Block(s): 15 Lot(s): 14,15,16,17,18,19

Name of Property Owner: WENS HOLDING LLC. Address of Property Owner: 2962 TRIVUM CIRCLE suite 101 FT. LAUDERDALE, FL, 33312

Property Owner's Phone Number: 954-462-6045 Property Owner's Email Address: shirleywen2010@hotmail.com & crystal@aabconline.com

Name of Applicant: CRYSTAL WONG, SHEUNG HAN Address of Applicant: 2962 TRIVUM CIRCLE suite 101 FT. LAUDERDALE, FL, 33312

Applicant Phone Number: 954-462-6045 Applicant Email Address: crystal@aabconline.com

Name of Agent (E.G. Contractor) Representing the Project: API Development Consultants Inc. - Darius Saplys

Agent's Address: dsaplys@apiconsultants.net Agent's Phone Number: 905-337-7249 ext. 202 Address: 610 Ford Dr. Suite 332 Oakville ON CANADA

Land Use Plan Designation: RESIDENTIAL Zoning District: _____

Existing/Type of Use of the Subject Property: HOTEL

Proposed Use of the Subject Property: HOTEL

As applicable, answer the following:

Existing Number of Units: 31 Proposed Number of Units: 31 to remain

Existing Square Footage: 11,076 SF Proposed Square Footage: 10,837 SF

EXHIBIT 1



DEVELOPMENT APPLICATION SIGNATURE PAGE

Print Name of Property Owner: SHIRLEY XUEYUE WEN

Date: 9-24-2018

Signature of Property Owner: [Signature]

State of Florida: _____

County: Broward

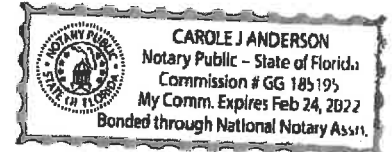
SWORN AND SUBSCRIBED before me this 24th day of September 2018

The person signing is ☒ Personally known to me or _____ Has produced identification _____

Print Notary Name: Carole J Anderson

My Commission expires: Feb 24, 2022

Notary Signature: [Signature]



Print Name of Applicant: SHEUNG HAN WONG (CRYSTAL)

Date: 9-24-2018

Signature of Property Applicant: [Signature]

State of Florida: _____

County: Broward

SWORN AND SUBSCRIBED before me this 24th day of September 2018

The person signing is ☒ Personally known to me or _____ Has produced identification _____

Print Notary Name: Carole J Anderson

My Commission expires: Feb 24, 2022

Notary Signature: [Signature]



FOR ADMINISTRATIVE USE ONLY:

Date Application submitted: 9/24/18

Date Application found complete: _____

Pre-Application meeting date: _____

Non-refundable Application Fee: _____

Cost Recovery Fee: _____

SITE PLAN LEVEL 1 MODIFICATION CHECKLIST



TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
Department of Development Services
4501 N. Ocean Boulevard Lauderdale-By-The-Sea, FL 33308
Phone: 954-640-4210 Fax: 954-640-4654
Email: Planning@LBTS-FL.gov
www.LBTS-FL.GOV

SITE PLAN LEVEL 1 MODIFICATION CHECKLIST

In accordance with the Town of Lauderdale-By-The-Sea Unified Land Development Regulations Section 30-123–Site Plan Level 1 Modification, the following is a list of the required documentation required for development approval of a Site Plan Level 1 Modification application.

Items for Submittal:

- Fee for Site Plan Modification-Level 1 + Deposit (See Fee Schedule)
 - One (1) copy of the plans only at 11" x 17" in color (as applicable)
 - Two (2) copies of the plans only signed, sealed and bounded at 24" x 36"
 - One (1) digital copies of the below referenced documents – via email, disk or thumb drive
- A completed Development Application signed and notarized (original needed)
- Proof of Ownership (Deed, Title Work)
- Copy of site plan previously approved by the Town (see specifications for site plan below)
- Copy of Development Order originally approved by the Town
- A letter addressed to the Town describing the changes to the previously approved site plan
- An exhibit showing the proposed modifications to the site plan (please show change to site plan at the same scale and paper size as previously approved site plan)
- Current survey current within 60 days and drawn to scale (as applicable)
- Revised rendering or perspectives of the modified development (as applicable)
- Revised landscape plans (as applicable)
- Revised elevations (as applicable)
- Traffic Study (as applicable)
- Photos of site and of adjacent properties (as applicable)
- Upon resubmittal of the plans, include a letter response to the Town comment. This is done by providing the comment received from the Town followed by a response by the applicant

Specifications for Site Plan: If the original site plan was not completed to the required specifications, please review the following information as the appropriate submittal package for a site plan:

- Cover sheet for the plan set describing project details (e.g. consultants, area map, project name)
- Survey. The survey must identify the following:
 - * Distance of structure from property line
 - * Distance between structures
 - * Identify property lines
 - * Existing setbacks
 - * Easements
 - * Adjacent right-of-way
- Detail Sheet
- Floor Plans
- Building Elevations

- Renderings or perspectives of the proposed development
- Landscape Plans

SITE PLAN PROJECT CHARACTERISTICS

Application #: _____

Project Name: Easy Time Inn & Suites Renovation

Acres (gross): 0.7920 Acres (net): 0.7920

Zoning District: _____

EXISTING SITE CHARACTERISTICS:

Is this a modification to a previously approved site plan? ____ Yes or X No If yes, please provide the date and application number of the previous approval _____

Existing Land Use Plan Designation: Residential

Proposed Land Use Designation: Residential

Existing Use of property: Hotel

Is the site presently vacant? YES

How many units existing? 31

The date last occupied May 24th 2018

Will any units be demolished? No

Number of units to remain 31 To be demolished 0

For Residential: Plot Size: 0.7920 acres

Density: 39.14 # of stories mix of 1-2

For Non-Residential: Gross Floor Area N/A

Plot Size: N/A # of stories N/A

Please describe the request being made under this application (a separate letter may be required as part of a Site Plan Level 2 application) _____

-Replace existing swimming pool with new - rectangle shape, 5'-0" depth.

-Replace existing water feature with new - fish to be transplanted.

-Provide new north-to-south covered walkway in building #3

-Provide new north-to-south covered walkway in building #4.

-Replace existing hard-scaping and concrete pathways.

-Construct new hard-scape/landscaping throughout.

-Replant - Re-purpose various existing trees elsewhere on site.

-Construct new volleyball court.

-Construct new fencing along east side of site.

-Renovations to interior finishes

Additional Information: _____

PROPOSED DEVELOPMENT: COMPLETE FOR RESIDENTIAL PROJECTS

UNIT TYPE	NUMBER OF UNITS	PLOT SIZE	DENSITY
Single-Family	N/A	_____	_____
Duplex	N/A	_____	_____
Townhouse	N/A	_____	_____
Condominium	N/A	_____	_____
Motel Unit	N/A	_____	_____
Hotel Unit	31	0.7920 acres	39.14

If site plan is being modified, describe changes to any of the above:

PROPOSED DEVELOPMENT: COMPLETE FOR NON-RESIDENTIAL PROJECTS

LAND USE TYPE	GROSS FLOOR AREA	PLOT SIZE	NUMBER OF STORIES
Commercial			
Office			
Restaurant			
Medical			
Other Uses:			
Other Accessory Uses:			

If site plan is being modified, describe changes to any of the above:

N/A

Administrative Use Only

Date Application Submitted: _____ **Date Found Complete:** _____
Pre-Application Meeting Date: _____ **Board of Adjustment Meeting Date:** _____
Town Commission Meeting Date: _____ **Application Number:** _____

Page 3 of 3

EXHIBIT 1

LIST OF DRAWINGS

ARCHITECTURAL [SITE]

S-001 SURVEY
S-002 RECORDED PLAT PLAN

ASP-100 EXISTING SITE PLAN
ASP-101 PROPOSED SITE PLAN
ASP-101.1 SITE PLAN DETAILS
ASP-102 SITE PLAN DATA

LANDSCAPE

LA-001 TREE INVENTORY/ DISPOSITION PLAN
LA-002 TREE DISPOSITION SCHEDULE
LA-100 CANOPY PLAN AND SITE CALCULATIONS
LA-101 [SOUTH] UNDERSTORY PLANTING PLAN
LA-102 [NORTH] UNDERSTORY PLANTING PLAN
LA-103 LANDSCAPE SCHEDULE, NOTES, AND DETAILS

CIVIL ENGINEERING

C-1 PAVING, GRADING, & DRAINAGE PLAN
C-2 PAVEMENT MARKING & SIGNAGE PLAN

ARCHITECTURAL [EXTERIOR]

A-001 PHOTO CONTEXT SHEET
A-002 WALL TYPES & ARCH. DATA MATRIX
A-003 PHOTOMETRICS PLAN

A-201 BUILDING 1 - GROUND FLOOR PLAN & ENLARGED SUITE PLANS
A-202 BUILDING 2 - GROUND FLOOR PLAN
A-202a BUILDING 2 - GROUND FLOOR ENLARGED SUITE PLANS
A-202b BUILDING 2 - GROUND FLOOR ENLARGED SUITE PLANS
A-202c BUILDING 2 - 2nd FLOOR PLAN
A-202d BUILDING 2 - 2nd FLOOR ENLARGED SUITE PLANS
A-202e BUILDING 2 - 2nd FLOOR ENLARGED SUITE PLANS
A-203 BUILDING 3 - GROUND FLOOR PLAN
A-203a BUILDING 3 - GROUND FLOOR PLAN & ENLARGED SUITE PLANS
A-204 BUILDING 4 - GROUND FLOOR PLAN & ENLARGED SUITE PLANS
A-204a BUILDING 4 - 2nd FLOOR PLAN & ENLARGED SUITE PLANS
A-205 BUILDING 5 - GROUND FLOOR PLAN
A-205a BUILDING 5 - GROUND FLOOR ENLARGED SUITE PLANS
A-205b BUILDING 5 - 2nd FLOOR PLAN & ENLARGED SUITE PLAN

A-301 BUILDING 1 - EXTERIOR ELEVATIONS
A-302 BUILDING 2 - EXTERIOR ELEVATIONS
A-302a BUILDING 2 - EXTERIOR ELEVATIONS
A-303 BUILDING 3 - EXTERIOR ELEVATIONS
A-304 BUILDING 4 - EXTERIOR ELEVATIONS
A-305 BUILDING 5 - EXTERIOR ELEVATIONS
A-305a BUILDING 5 - EXTERIOR ELEVATIONS

AR-301 BUILDING 1 - EXTERIOR ELEVATIONS/ PHOTO CONTEXT
AR-302 BUILDING 2 - EXTERIOR ELEVATIONS/ PHOTO CONTEXT
AR-303 BUILDING 3 - EXTERIOR ELEVATIONS/ PHOTO CONTEXT
AR-304 BUILDING 4 - EXTERIOR ELEVATIONS/ PHOTO CONTEXT
AR-305 BUILDING 5 - EXTERIOR ELEVATIONS/ PHOTO CONTEXT

SEASIDE VILLAS

4321, 4329, 4333, 4337 & 4341 EL MAR DR.
LAUDERDALE-BY-THE-SEA, FLORIDA



ISSUED FOR SITE PLAN REVIEW
November 05, 2019

PROJECT CONTACTS

OWNER

WENS HOLDING LLC.
OWNER: Shirley Wen
ADDRESS:
2962 Trivium Circle Suite 101
Fort Lauderdale, FL 33312
PROJECT CONTACT: Crystal Wong
TELEPHONE: (954) 462-6045
E-MAIL: crystal@aabconline.com

DEVELOPMENT CONSULTANT

API DEVELOPMENT CONSULTANTS INC.
ADDRESS:
1464 Cornwall Road, Unit 7
Oakville, ON, Canada, L6J 7W5
CONTACT: Adam Fillion
TELEPHONE: (905) 337-7249 EXT. 210
E-MAIL: afillion@apiconsultants.net



ARCHITECT

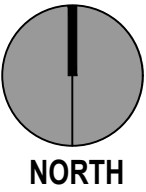
LINAS B. SAPLYS, ARCHITECT
AR#99654
OAKVILLE OFFICE:
610 Ford Drive, Suite 338
Oakville, ON, Canada, L6J 7W4
TELEPHONE: (905) 337-7249
E-MAIL: linsaplys@aol.com

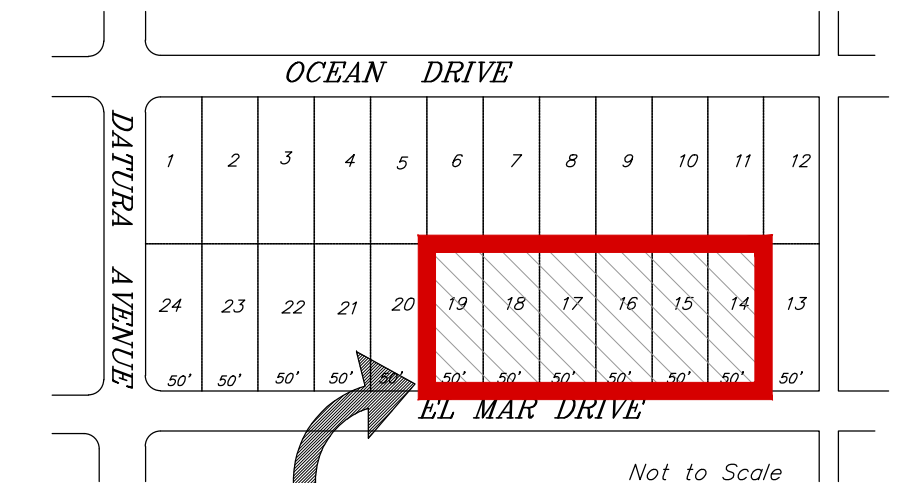
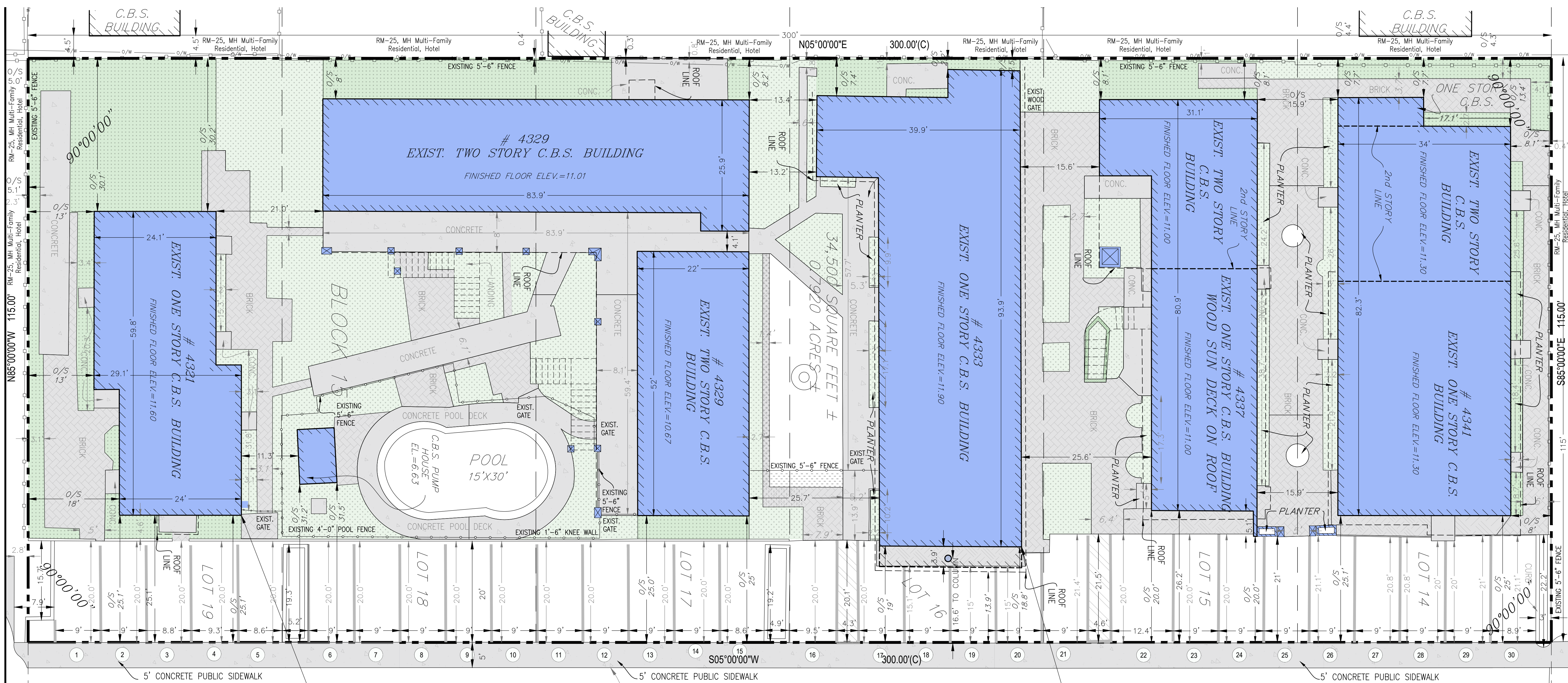
LANDSCAPE DESIGN

H + S LANDSCAPE ARCHITECTURE
NORTH FLORIDA OFFICE:
281 Business Centre Drive
Miramar Beach, FL 32550
SOUTH FLORIDA OFFICE:
1810 E. Terra Mar Drive
Pompano Beach, FL 33062



LOCATION MAP





PROJECT SITE

Legal Description
Lots 14, 15, 16, 17, 18, and 19, Block 15, LAUDERDALE BY THE SEA, according to the plat thereof, as recorded in Plat Book 6, Page 2, of the public records of Broward County, Florida.
Said land situate, lying and being in the Town of Lauderdale-By-Sea, Broward County, Florida and containing 34,500 square feet or 0.7920 acres, more or less.

DRAWING LEGEND			
	LOCATION OF PRINCIPAL ENTRANCES		AREA OF EXIST. BUILDING/STRUCTURE
	LOCATION OF SECONDARY ENTRANCES		EXISTING CONCRETE PAVERS
	TRAFFIC FLOW		CONCRETE FINISH
	NUMBER OF PARKING STALL		PROPERTY LINE
	PROPOSED FENCING		HANDICAP PARKING STALL
	EXISTING FIRE DEPARTMENT CONNECTION		COMPACT PARKING STALL

ISSUE	BY	DESCRIPTION	DATE
8	NS	ISSUED FOR SP-2	19-10-15
7	NS	ISSUED FOR SP-2	19-08-30
6	WP	ISSUED FOR STRUCT. REVIEW SP-2	19-08-21
5	NS	ISSUED FOR SP-2	19-04-05
4	NS	ISSUED FOR AR, DP, SP-1	19-01-21
3	SJ	ISSUED FOR ARCH. REVIEW	18-10-16
2	SJ	ISSUED FOR CLIENT REVIEW	18-09-18
1	SJ	ISSUED FOR REVIEW	19-08-11

GENERAL NOTES
DO NOT SCALE DRAWINGS. USE ONLY DRAWINGS MARKED "ISSUED FOR CONSTRUCTION". VERIFY CONFIGURATIONS & DIMENSIONS ON SITE BEFORE BEGINNING WORK. NOTIFY ARCHITECT IMMEDIATELY OF ANY ERRORS, OMISSIONS OR DISCREPANCIES.

DEVELOPMENT CONSULTANT
API DEVELOPMENT CONSULTANTS INC.
1484 Cornwall Rd., Unit #7,
Oakville, ON, Canada
L6J 7W5

ARCHITECT
LINAS B. SAPLYS, ARCHITECT
AR#99654
OAKVILLE OFFICE:
610 Ford Drive, Suite 338
Oakville, ON, Canada, L6J 7W4

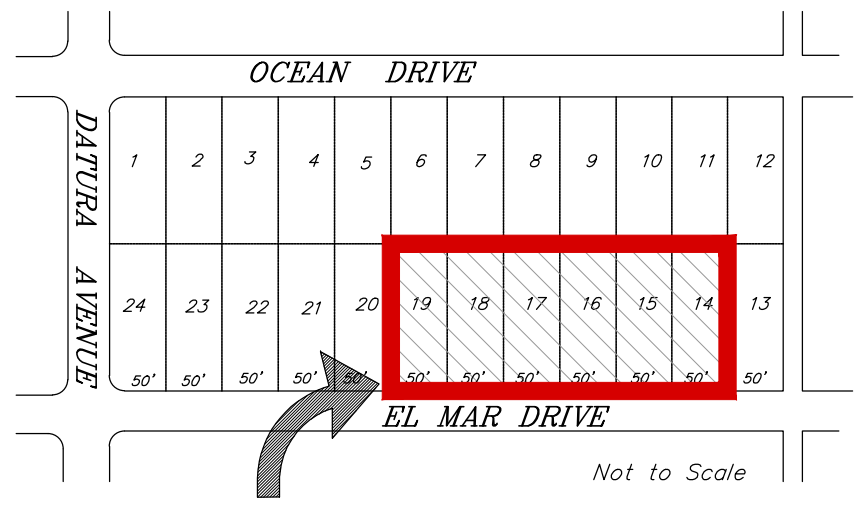
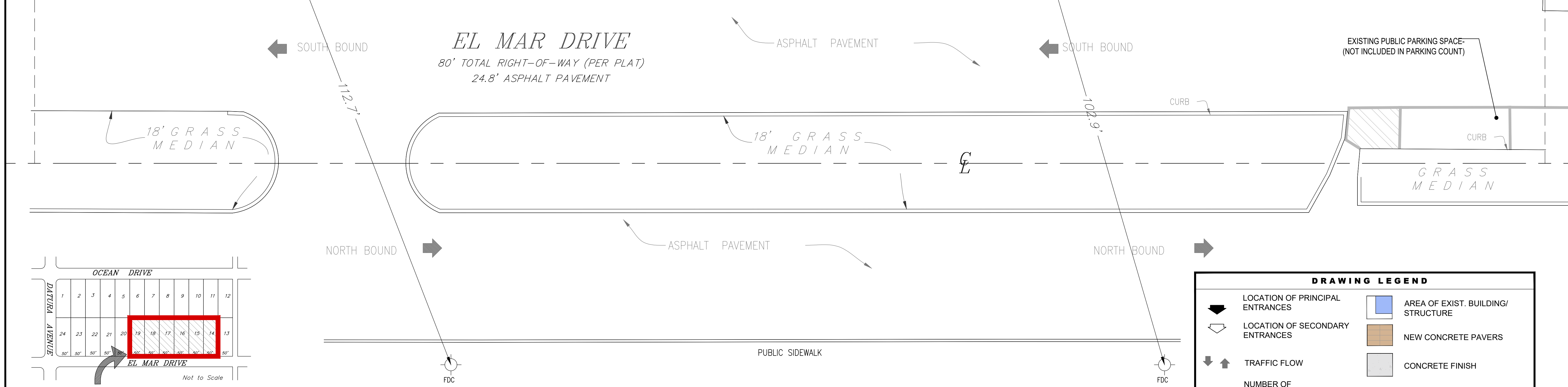
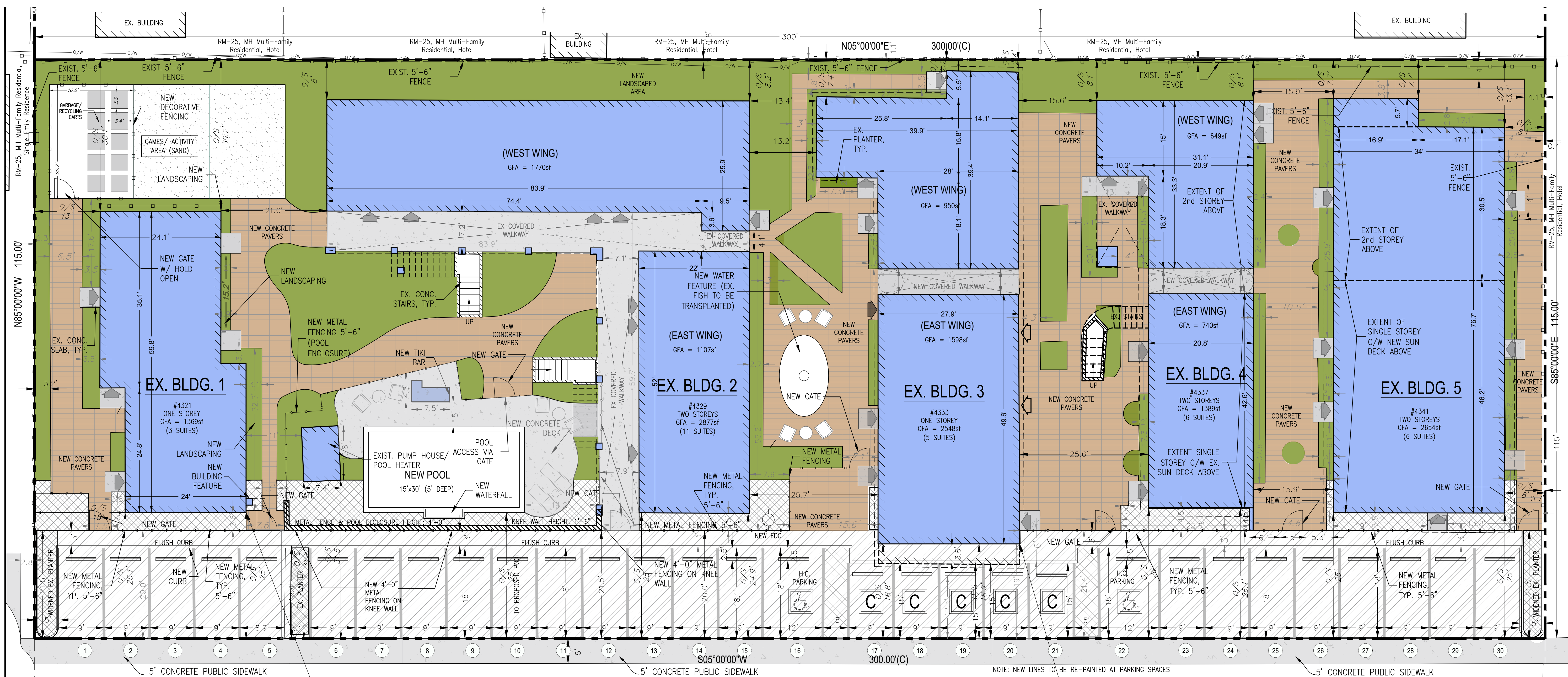
OWNER
WENS HOLDING LLC,
2862 Trilium Circle Suite 101
Fort Lauderdale, FL 33312

PROJECT NAME
SEASIDE VILLAS

PROJECT ADDRESS
4231, 4329, 4333, 4337 & 4341 EL MAR DR,
LAUDERDALE-BY-THE-SEA, FL. USA

DRAWING TITLE
EXISTING SITE PLAN

BY SJ	CHECKED LS	ISSUED FOR
PROJECT NO. A18-014	SHEET NO.	SHEET REVISION
SCALE 1"=10'-0"	ASP-100	



Legal Description
Lots 14, 15, 16, 17, 18, and 19, Block 15, LAUDERDALE BY THE SEA, according to the plat thereof, as recorded in Plat Book 6, Page 2, of the public records of Broward County, Florida.
Said land situate, lying and being in the Town of Lauderdale-By-Sea, Broward County, Florida and containing 34,500 square feet or 0.7920 acres, more or less.

DRAWING LEGEND	
	LOCATION OF PRINCIPAL ENTRANCES
	LOCATION OF SECONDARY ENTRANCES
	TRAFFIC FLOW
	NUMBER OF PARKING STALL
	PROPOSED FENCING
	EXISTING FIRE DEPARTMENT CONNECTION
	AREA OF EXIST. BUILDING/STRUCTURE
	NEW CONCRETE PAVERS
	CONCRETE FINISH
	PROPERTY LINE
	HANDICAP PARKING STALL
	COMPACT PARKING STALL

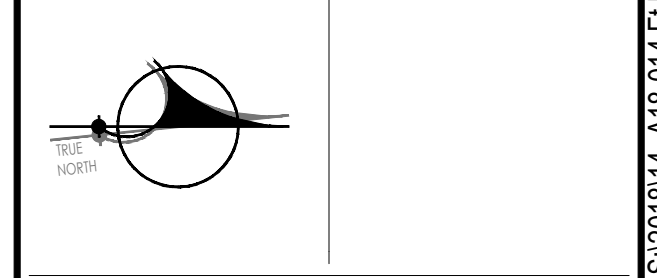
ISSUE	BY	DESCRIPTION	DATE
8	NS	ISSUED FOR SP-2	19-10-15
7	NS	ISSUED FOR SP-2	19-08-30
6	WP	ISSUED FOR STRUCT. REVIEW SP-2	19-08-21
5	NS	ISSUED FOR SP-2	19-04-05
4	NS	ISSUED FOR AR. DP. SP-1	19-01-21
3	SJ	ISSUED FOR ARCH. REVIEW	18-10-16
2	SJ	ISSUED FOR CLIENT REVIEW	18-09-18
1	SJ	ISSUED FOR REVIEW	18-08-11
ISSUE		DESCRIPTION	DATE

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DEVELOPMENT CONSULTANT
API DEVELOPMENT CONSULTANTS INC.
1484 Cornwell Rd., Unit #7,
Oakville, ON, Canada
L6J 7W5

ARCHITECT
LINAS B. SAPLYS, ARCHITECT
AR#99654
OAKVILLE OFFICE:
610 Ford Drive, Suite 338
Oakville, ON, Canada, L6J 7W4

OWNER
WENS HOLDING LLC,
2802 Trium Circle Suite 101
Fort Lauderdale, FL 33312



PROJECT NAME
SEASIDE VILLAS

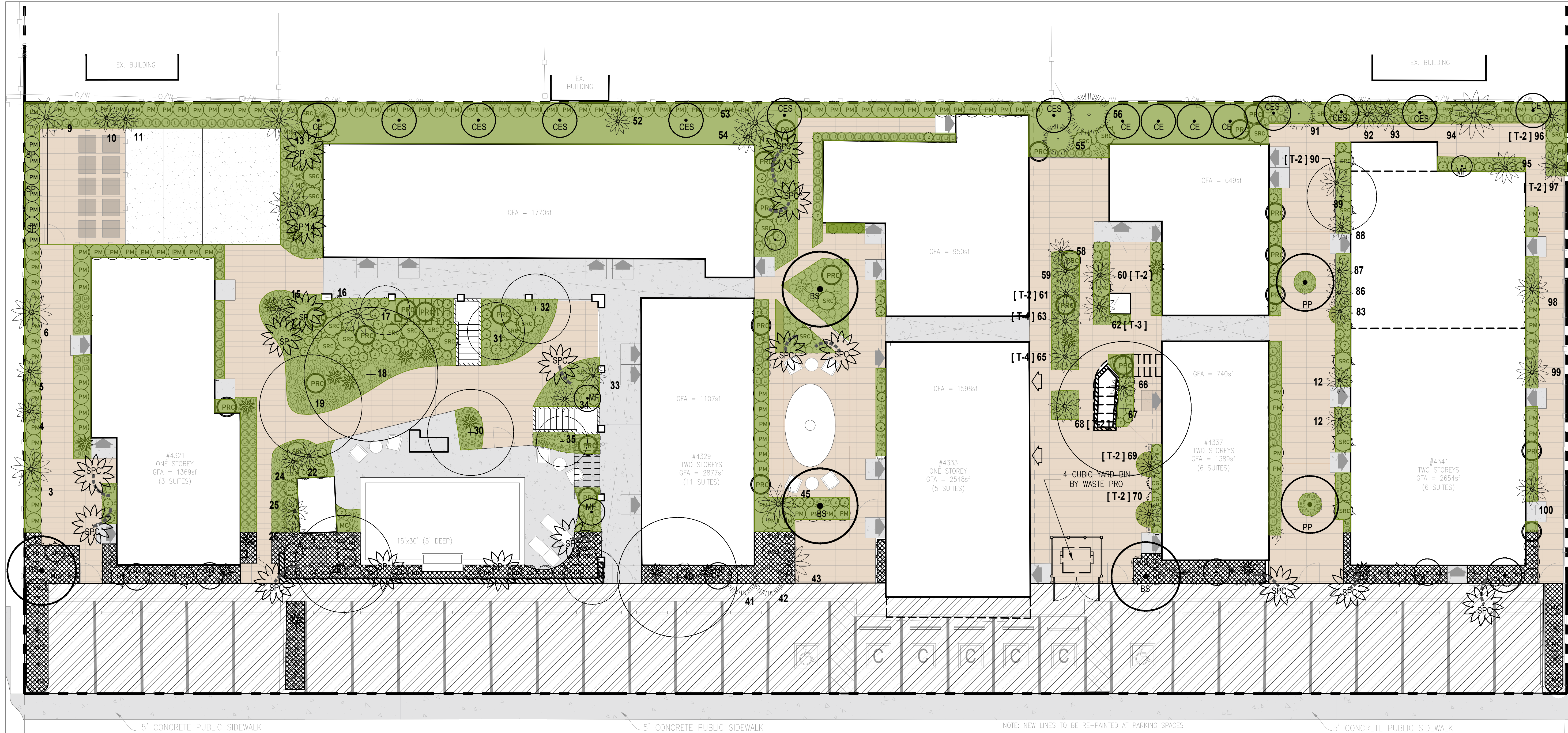
PROJECT ADDRESS
4231, 4329, 4333, 4337 & 4341 EL MAR DR,
LAUDERDALE-BY-THE-SEA, FL. USA

DRAWING TITLE
PROPOSED SITE PLAN

BY: SJ, LS, CHECKED: LS, ISSUED FOR: LS
PROJECT No: A18-014, SHEET No: ASP-101, SCALE: 1"=10'-0"

S:\2018\14_A18-014 FL Lauderdale - Eastward Strand Reno330 - SPAASP-100 Site Plan.dwg

BY CS	CHECKED PKH	ISSUED FOR SEE DESCRIPTION ABOVE
PROJECT No. A18-014		SHEET No. LA-001
SCALE 1"=10'-0"		SHEET REVISION A



LANDSCAPE DATA TABLE

CATEGORY	REQUIRED/PERMITTED	EXISTING	PROPOSED
Site Area		34,500 s.f.	34,500 s.f.
Landscape Pervious Area	25% min.	7,947 s.f. (23%)	6,492.62 s.f. (19%)
Impervious Area	75% Max.	26,553 s.f. (77%)	28,007.38 s.f. (81%)
Setback Area		6,785 s.f.	6779.3 s.f.
Landscape Pervious Setback Area	25% of setback area min.	2,781.85 s.f. (41%)	2,711.71 s.f. (40%)
VUA (paved) Area		5,576 s.f.	4,977.3 s.f.
VUA Landscape Area	20% VUA paved area min.	1,286 s.f. (23%) VUA paved	994 s.f. (20%) VUA paved
Site Trees (total)	1/1000 s.f. site area min. 35 minimum	66	33

CATEGORY	REQUIRED/PERMITTED	EXISTING	PROPOSED
VUA Trees	1/200 s.f. required (5) VUA landscape area	20	22
VUA Shrubs	3/200 s.f. required (15) VUA landscape area	n/a	75
Trees (Total)	Native20% of total required min. = 7	48	30
Palms	25% of total required max. = 9	n/a	12
Total to be removed	34		
Total to be relocated	0		
Total to be retained	66		

TREE REPLACEMENT CALCULATIONS

100 EXISTING TREES ON SITE 66 PRESERVED 34 REMOVED = 2,409 SF OF CANOPY REMOVED				
TREES PLANTED FOR REPLACEMENT:				
SYM.	TREE TYPE	REPLACEMENT CREDIT	QTY.	TOTAL CREDIT
BS	GUMBO LIMBO	(300 SF EACH)	4	1,200 SF
CE	GREEN BUTTONWOOD	(300 SF EACH)	6	1,800 SF
CES	SILVER BUTTONWOOD	(150 SF EACH)	9	1,350 SF
PP	JAMAICAN DOGWOOD	(150 SF EACH)	2	300 SF
MF	SIMPSON STOPPER	(100 SF EACH)	7	700 SF
SP/SPC	SABAL PALM	(100 SF EACH)	20	2,000 SF
TOTAL REPLACEMENT CREDITS				7,350 SF
CREDIT SURPLUS				4,941 SF
NOTES: REFER TO SHEET				

PLAN LEGEND

	EXISTING TREE, PALM OR CLUSTER TO REMAIN
	RELOCATED TREE, PALM OR CLUSTER [N/A]
	PROPOSED TREE, CLUSTER AND PALM EXAMPLE (note: other like symbols used to depict various plant materials)
	PROPOSED CHARACTER PALM W/ LEANING TRUNK (dash line shows intended direction of lean)
	PROPOSED SABAL PALM W/ STRAIGHT TRUNK (booted full height of trunk)
	SAND AT ACTIVITY COURT (PERVIOUS SURFACE) 683 SF

[T-#] = MULTI-TRUNK QUANTITY
[#] = TREE TAG PER DISPO SCHEDULE

REFER TO INVENTORY SCHEDULE ON SHEET LA-002 FOR LIST OF EXISTING TREES TO REMAIN

FOR ALL PROPOSED MATERIAL SPECIFICATIONS AND QUANTITIES, REFER TO SCHEDULE ON SHEET LA-103

GROUND COVER MATERIAL SHOWN HERE FOR GRAPHIC PURPOSES ONLY. REFER TO SHEETS LA-101 - LA102 FOR SHRUB AND GROUND COVER MATERIAL CALL-OUTS

LANDSCAPE ARCHITECT

9	CS	LANDSCAPE REVIEW	19-11-01
8	CS	LANDSCAPE REVIEW	19-08-28
ISSUE	BY	DESCRIPTION	DATE (YY-MM-DD)

GENERAL NOTES
DO NOT SCALE DRAWINGS. USE ONLY DRAWINGS MARKED "ISSUED FOR CONSTRUCTION". VERIFY CONFIGURATIONS & DIMENSIONS ON SITE BEFORE BEGINNING WORK. NOTIFY ARCHITECT IMMEDIATELY OF ANY ERRORS, OMISSIONS OR DISCREPANCIES.

DEVELOPMENT CONSULTANT
API DEVELOPMENT CONSULTANTS INC.
1464 Cornwall Rd., Unit #7,
Oakville, ON, Canada
L6J 7W5

ARCHITECT
LINAS B. SAPLYS, ARCHITECT
AR#99654
OAKVILLE OFFICE:
610 Ford Drive, Suite 338
Oakville, ON, Canada, L6J 7W4

OWNER
WIENS HOLDING LLC,
2862 Trilium Circle Suite 101
Fort Lauderdale, FL 33312

NORTH

PROFESSIONAL CERTIFICATION

SIGNATURE:

PROJECT NAME
SEASIDE VILLAS

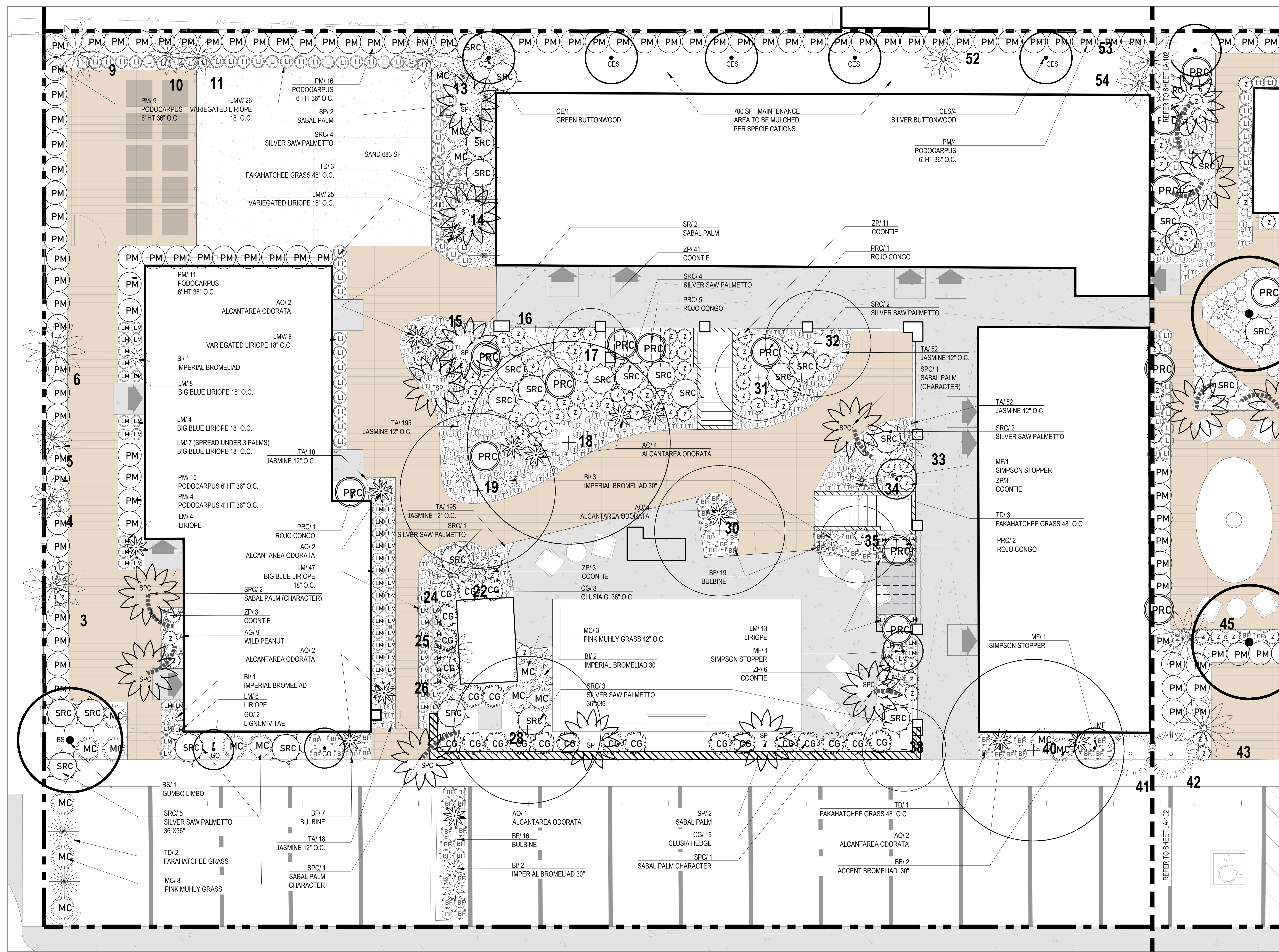
PROJECT ADDRESS
4231, 4329, 4333, 4337 & 4341 EL MAR DR,
LAUDERDALE-BY-THE-SEA, FL. USA

DRAWING TITLE
CANOPY PLAN AND
SITE CALCULATIONS

BY: CS
CHECKED: CRS
PROJECT No. A18-014
SCALE: 1"=10'-0"

ISSUED FOR: SEE DESCRIPTION ABOVE
SHEET No. LA-100

REVISION



PLAN LEGEND

EXISTING TREE, PALM OR CLUSTER TO REMAIN

PROPOSED TREE, CLUSTER AND PALM EXAMPLE
(note: other like symbols used to depict various plant materials)

PROPOSED CHARACTER PALM W/ LEANING TRUNK (dash line shows intended direction of lean)

PROPOSED SABAL PALM W/ STRAIGHT TRUNK (booted full height of trunk)

[T#] = MULTI-TRUNK QUANTITY
[#] = TREE TAG PER DISPO SCHEDULE

REFER TO INVENTORY SCHEDULE ON SHEET LA-102 FOR LIST OF EXISTING TREES TO REMAIN

FOR ALL PROPOSED MATERIAL SPECIFICATIONS AND QUANTITIES, REFER TO SCHEDULE ON SHEET LA-103

ALL PROPOSED UNDERSTORY MATERIAL SHOWN HERE SHALL NOT BE PLANTED WITHIN 3'-4' OF ANY EXISTING TREE TRUNK TO AVOID DAMAGE TO ROOTS. CONTRACTOR TO COORDINATE W/ LA IN THE FIELD TO ADJUST ANY MATERIALS THAT POSE ISSUE

LANDSCAPE ARCHITECT

NO.	DATE	DESCRIPTION	BY	CHKD	ISSUED FOR
9	CS	LANDSCAPE REVIEW			19-11-01
8	CS	LANDSCAPE REVIEW			19-08-28
ISSUE	BY	DESCRIPTION			DATE (YY-MM-DD)

GENERAL NOTES
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API DEVELOPMENT CONSULTANTS INC.
1464 Cornwall Rd., Unit #7,
Oakville, ON, Canada L6J 7W5

ARCHITECT
LINAS B. SAPLYS, ARCHITECT
AR#99654
OAKVILLE OFFICE:
610 Ford Drive, Suite 338
Oakville, ON, Canada, L6J 7W4

OWNER
WIENS HOLDING LLC,
2862 Trilium Circle Suite 101
Fort Lauderdale, FL 33312

NORTH

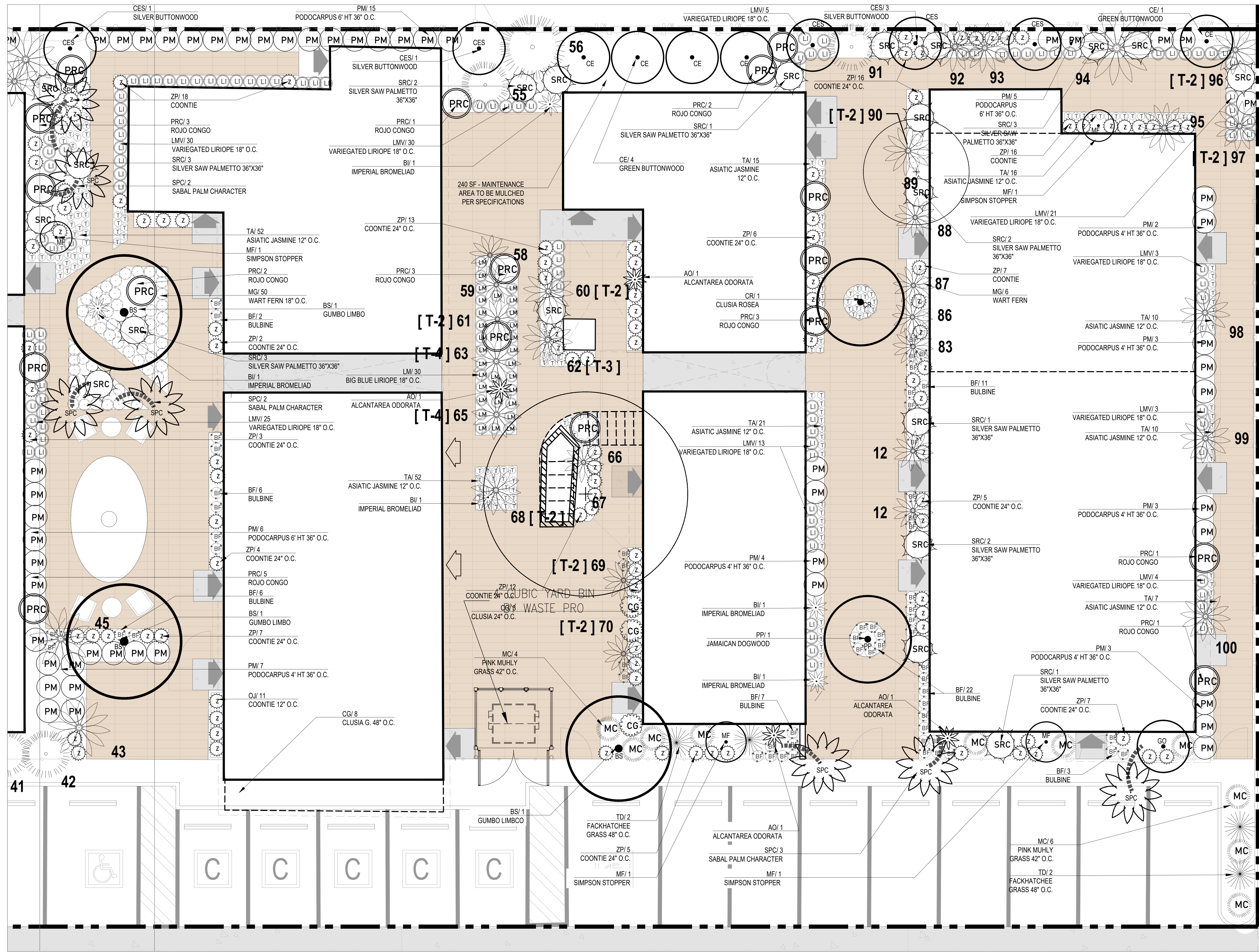
SIGNATURE:

PROJECT NAME
SEASIDE VILLAS

PROJECT ADDRESS
4231, 4329, 4333, 4337 & 4341 EL MAR DR,
LAUDERDALE-BY-THE-SEA, FL, USA

DRAWING TITLE
[SOUTH]
UNDERSTORY PLANTING PLAN

BY: CS CHECKED: PKH ISSUED FOR: SEE DESCRIPTION ABOVE
PROJECT No: A18-014 SHEET No: LA-101
SCALE: 1"=10'-0"



PLAN LEGEND

EXISTING TREE, PALM OR CLUSTER TO REMAIN

PROPOSED TREE, CLUSTER AND PALM EXAMPLE
(note: other like symbols used to depict various plant materials)

PROPOSED CHARACTER PALM W/ LEANING TRUNK (dash line shows intended direction of lean)

PROPOSED SABAL PALM W/ STRAIGHT TRUNK (booted full height of trunk)

[T#] = MULTI-TRUNK QUANTITY
[#] = TREE TAG PER DISPO SCHEDULE

REFER TO INVENTORY SCHEDULE ON SHEET LA-002 FOR LIST OF EXISTING TREES TO REMAIN

FOR ALL PROPOSED MATERIAL SPECIFICATIONS AND QUANTITIES, REFER TO SCHEDULE ON SHEET LA-103

ALL PROPOSED UNDERSTORY MATERIAL SHOWN HERE SHALL NOT BE PLANTED WITHIN 3'-4" OF ANY EXISTING TREE TRUNK TO AVOID DAMAGE TO ROOTS. CONTRACTOR TO COORDINATE W/ LA IN THE FIELD TO ADJUST ANY MATERIALS THAT POSE ISSUE

LANDSCAPE ARCHITECT

NO.	DATE	DESCRIPTION
1	19-08-28	ISSUE FOR PERMIT
2	19-08-28	ISSUE FOR PERMIT
3	19-08-28	ISSUE FOR PERMIT
4	19-08-28	ISSUE FOR PERMIT
5	19-08-28	ISSUE FOR PERMIT
6	19-08-28	ISSUE FOR PERMIT
7	19-08-28	ISSUE FOR PERMIT
8	19-08-28	ISSUE FOR PERMIT
9	19-08-28	ISSUE FOR PERMIT
10	19-08-28	ISSUE FOR PERMIT

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1464 Cornwall Rd., Unit #7,
Oakville, ON, Canada L6J 7W5

ARCHITECT
LINAS B. SAPLIS, ARCHITECT
AR#99654
OAKVILLE OFFICE:
610 Ford Drive, Suite 338
Oakville, ON, Canada, L6J 7W4

OWNER
WIENS HOLDING LLC
2962 Trilum Circle Suite 101
Fort Lauderdale, FL 33312

NORTH

SIGNATURE:

PROJECT NAME
SEASIDE VILLAS

PROJECT ADDRESS
4231, 4329, 4333, 4337 & 4341 EL MAR DR,
LAUDERDALE-BY-THE-SEA, FL. USA

DRAWING TITLE
[NORTH]
UNDERSTORY PLANTING PLAN

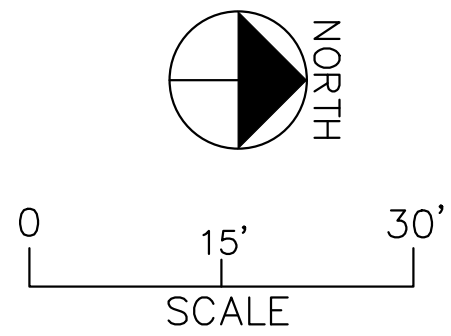
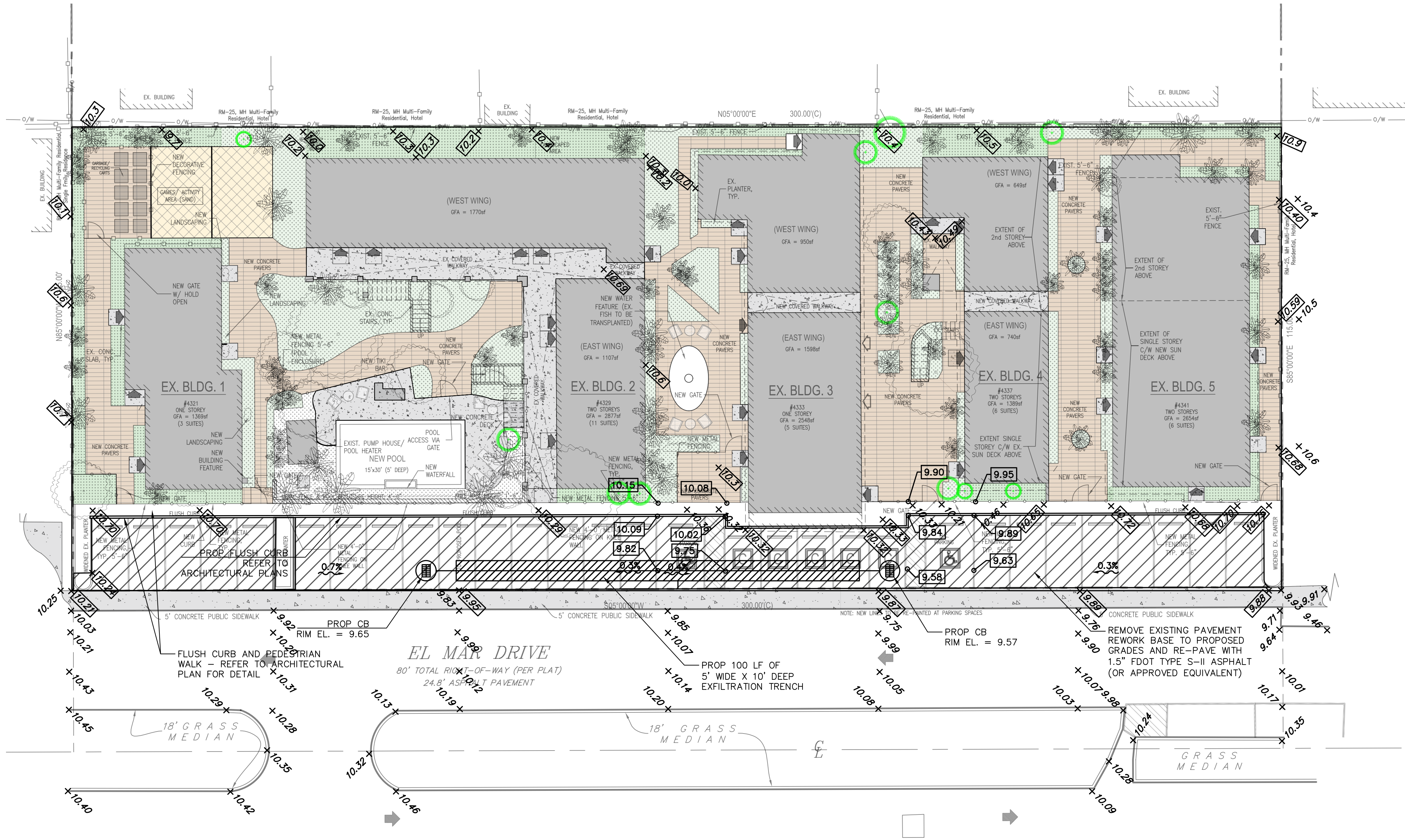
BY: CS
CHECKED: PKH
ISSUED FOR: SEE DESCRIPTION ABOVE

PROJECT No. A18-014
SCALE 1"=10'-0"

SHEET No. **LA-102**

SHEET REVISION

D:\Google Drive\MI\Projects\API - Seaside Villas\Drawings\Civil.dwg Oct 28, 2019 - 8:49pm Layout Name: C-1 By: Jeff



- LEGEND**
- +10.08
+10.09
+10.09
EXISTING ELEVATION TO REMAIN
 - +10.08
+10.09
+10.09
EXISTING ELEVATION (PROPOSED ELEVATION TO MATCH)
 - 9.82
PROPOSED ELEVATION
 - 0.7%
DIRECTION OF RUNOFF AND SLOPE

- NOTES**
- ELEVATIONS ARE IN FEET NAVD 88.
 - EXISTING CONDITIONS BASED ON SURVEY PREPARED BY MCLAUGHLIN ENGINEERING COMPANY DATED MAY 11, 2018.
 - REFER TO THE ARCHITECTURAL SITE PLAN FOR PAVES AND OTHER SITE DETAILS.
 - DRAINAGE CATCH BASINS AND EXFILTRATION TRENCH SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF FORT LAUDERDALE PUBLIC WORKS STANDARD DETAILS.

NOT FOR CONSTRUCTION

DATE	DESCRIPTION	NO
10/28/2019	SITE PLAN REVISION	
8/30/2019	SITE PLAN REVISION & PER CITY COMMENTS	
6/20/2019	SITE PLAN REVISION	
5/16/2019	FOR SITE PLAN SUBMITTAL	

PREPARED BY
MIAMI ENVIRONMENTAL & CIVIL ENGINEERING, LLC
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 31394
1850 SW 8TH STREET, SUITE 204-G
MIAMI, FLORIDA 33135
(305) 697-8455

CLIENT
API DEVELOPMENT CONSULTANTS, INC.
1282 CORNWALL ROAD
OAKVILLE, ONTARIO L6J 7W5

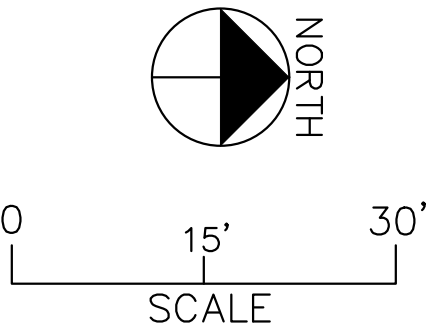
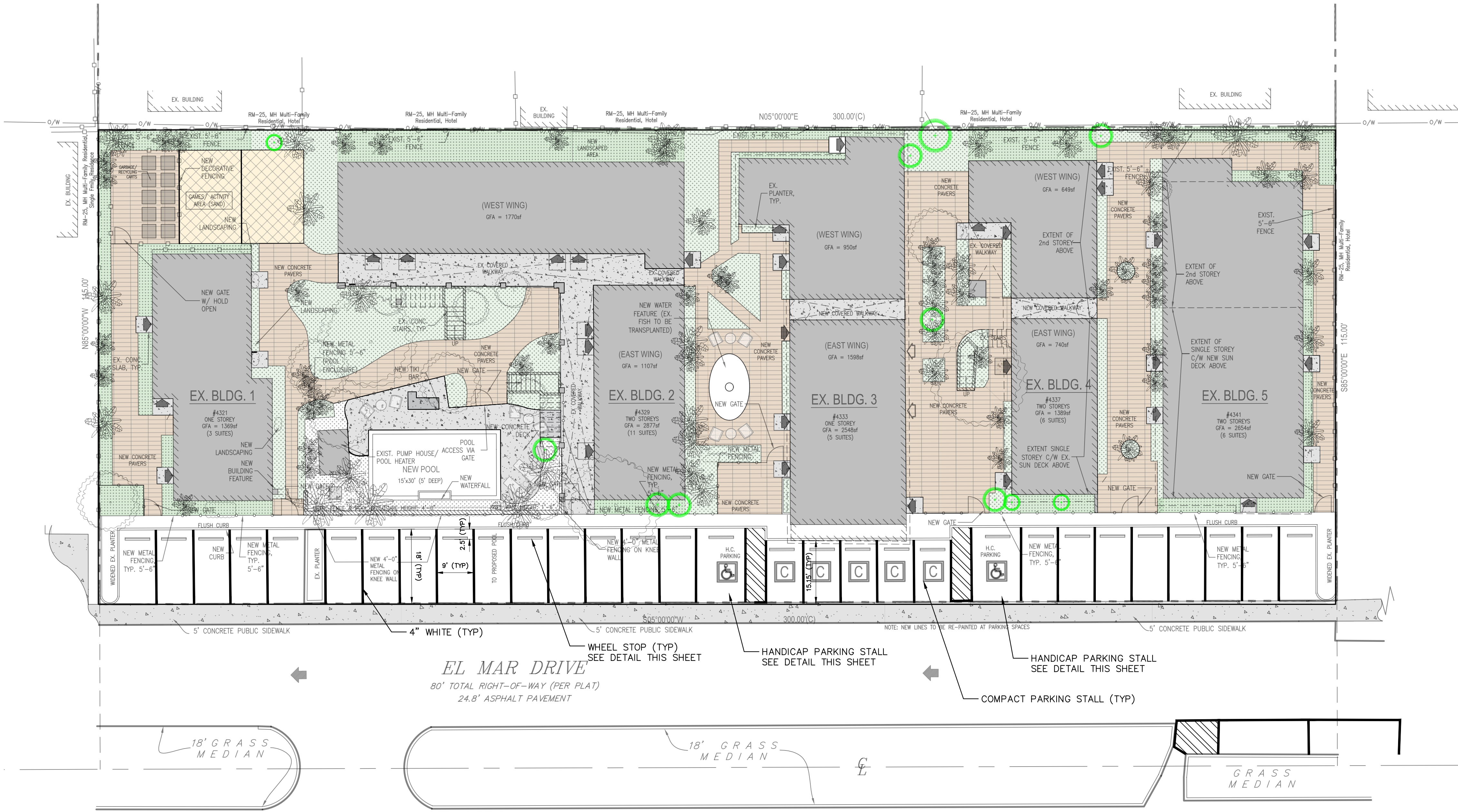
PROJECT
SEASIDE VILLAS
4231, 4329, 4333, 4337 & 4341 EL MAR DRIVE
LAUDERDALE BY THE SEA, FLORIDA

TITLE
PAVING, GRADING & DRAINAGE PLAN

JEFFREY P. THOMPSON, P.E.
FL LICENSE NO. 69239

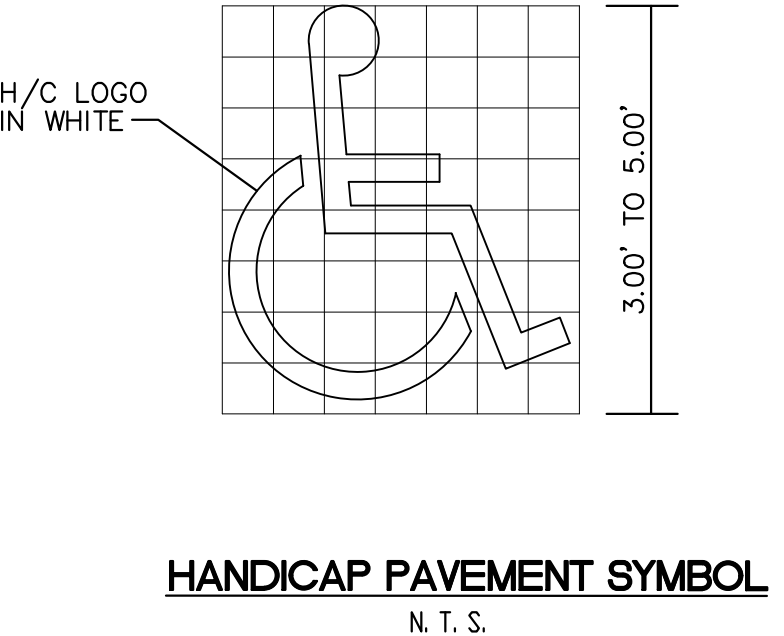
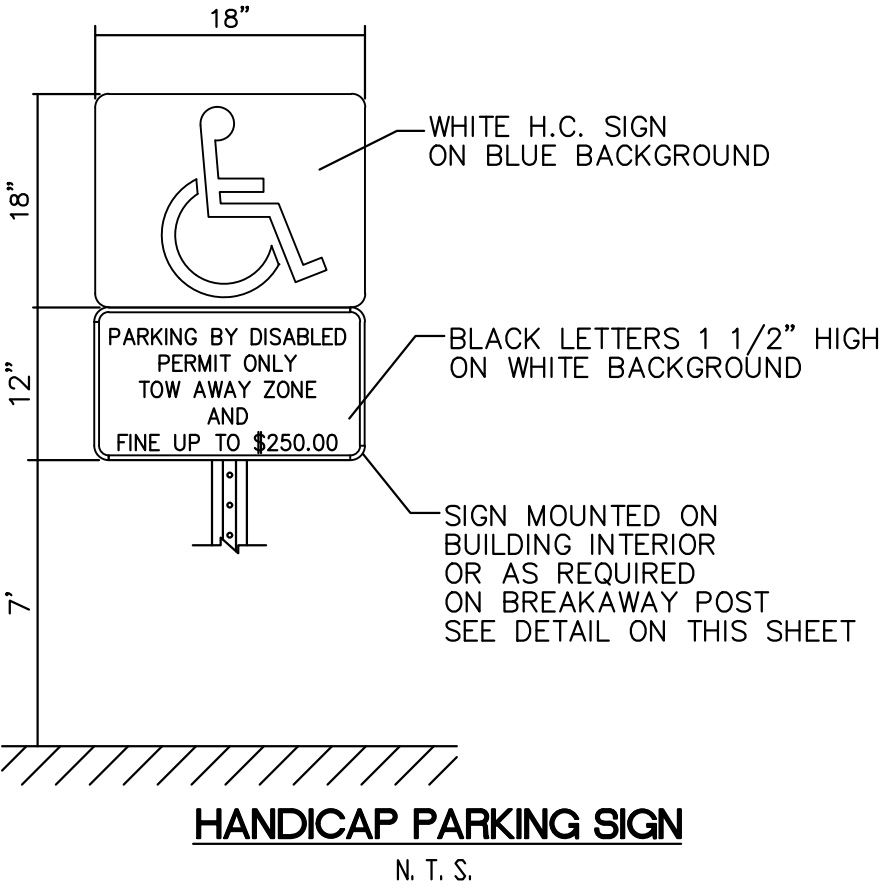
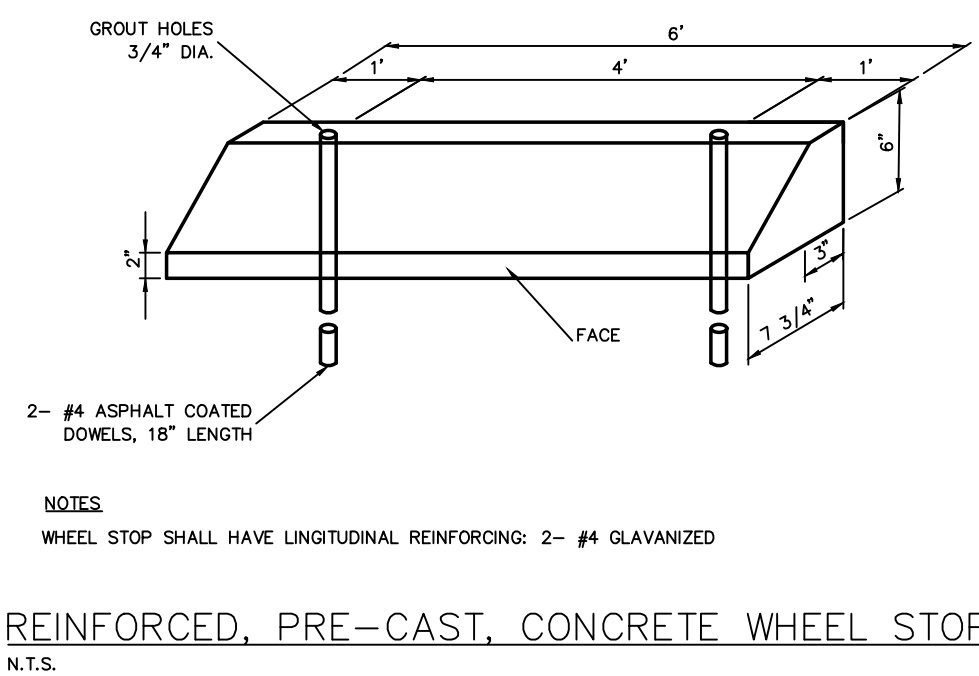
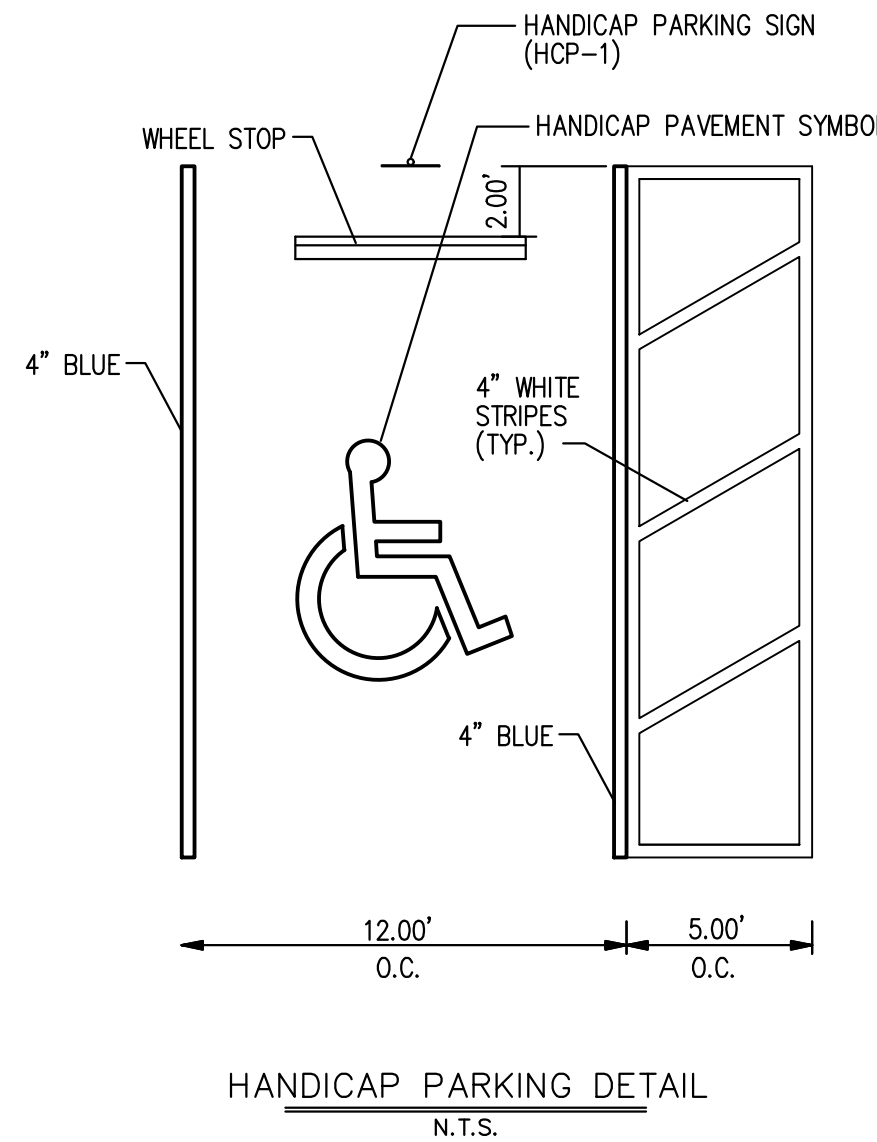
NO.
C-1

D:\Google Drive\MI\Projects\API - Seaside Villas\Drawings\Civil.dwg Oct 28, 2019 - 8:51pm Layout Name: C-2 By: Jeff



NOTES

1. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.



NOT FOR CONSTRUCTION

DATE	DESCRIPTION
10/28/2019	SITE PLAN REVISION
8/30/2019	SITE PLAN REVISION
6/20/2019	SITE PLAN REVISION
5/16/2019	FOR SITE PLAN SUBMITTAL

PREPARED BY
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(305) 697-8455

CLIENT
API DEVELOPMENT CONSULTANTS, INC.
1282 CORNWALL ROAD
OAKVILLE, ONTARIO L6J 7W5

PROJECT
SEASIDE VILLAS
4231, 4329, 4333, 4337 & 4341 EL MAR DRIVE
LAUDERDALE BY THE SEA, FLORIDA

TITLE
PAVEMENT MARKING & SIGNAGE PLAN

NO.
C-2

JEFFREY P. THOMPSON, P.E.
FL LICENSE NO. 69239

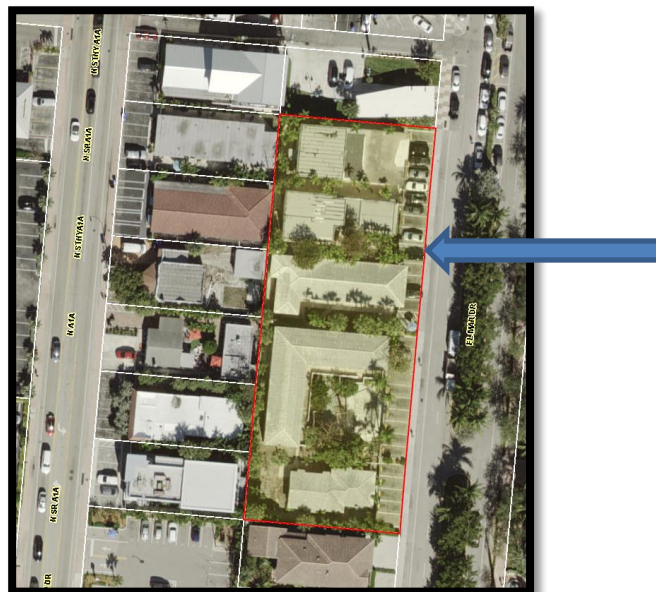


EXHIBIT 2

To: Planning and Zoning Board
From: Linda Connors, Development Services Director
Date: November 20, 2019
Meeting Date: December 5, 2019
Project: Case Number 2018-L2-SPM-07: Level 2 Site Plan Modification to replace the existing swimming pool with a new rectangular shaped 5'-0" (five foot) depth swimming pool, replace an existing water feature, provide a new covered walkway in Building 3, provide a new covered walkway in Building 4, replace existing hardscaping and concrete pathways, construct new hardscape/landscaping throughout the property, relocate existing trees on site, construct a new volleyball court, construct new fencing along the east side of the property and complete interior renovations.

The purpose of this memorandum is to provide findings and recommendations regarding the Level 2 Site Plan Modification application (**Exhibit 1**) submitted to the Town of Lauderdale-by-the-Sea (the "Town") for the hotel building located at 4329 El Mar Drive (**Diagram 1**). The Applicants, Crystal Wong and Sheung Han, are requesting a modification from the approved Site Plan to replace the existing swimming pool with a new rectangular shaped 5'-0" (five foot) depth swimming pool, replace an existing water feature, provide a new covered walkway in Building 3, provide a new covered walkway in Building 4, replace existing hardscaping and concrete pathways, construct new hard-scape/landscaping throughout the property, relocate existing trees on site, construct a new volleyball court, construct new fencing along the east side of the property and complete interior renovations.

Diagram 1



The Applicant has paid the appropriate fee and submitted the required documents. Notice to all property owners located within a three (300) foot radius of the subject property has been given, the subject property has been

posted and the public hearing concerning the Site Plan Modification application has been advertised pursuant to Section 30-139 of the Town Code of Ordinances (the "Town Code.") (**Exhibit 2**) Staff has received no comments from the public regarding this request.

Background and Request

The Applicants property is an existing hotel building located at 4329 El Mar Drive within the RM-25 zoning district. The future land use classification for the site is Multi-Family Residence. The subject property is located on a .79-acre parcel of land.

The Applicants, Crystal Wong and Sheung Han, have submitted a Site Plan Modification to replace the existing swimming pool with a new rectangular shaped 5'-0" (five foot) depth swimming pool, replace an existing water feature, provide a new covered walkway in Building 3, provide a new covered walkway in Building 4, replace existing hardscaping and concrete pathways, construct new hard-scape/landscaping throughout the property, relocate existing trees on site, construct a new volleyball court, construct new fencing along the east side of the property and complete interior renovations. This application requires review and consideration by Town Staff, the Planning and Zoning Board and final consideration by the Town Commission for approval.

Site Plan Modification

Documents

Staff has reviewed the documents submitted pursuant to the requirements of the Town Code. This review is based on the following surveys and plans submitted by API Development Consultants Inc.:

1. Existing Site Plan, prepared by API Development Consultants Inc., dated October 15, 2019, Sheet ASP-100.
2. Proposed Site Plan, prepared by API Development Consultants Inc., dated October 15, 2019, Sheet ASP-101.
3. Canopy Plan and Site Calculations, prepared by API Development Consultants Inc., dated November 1, 2019, Sheet LA-100.
4. Paving, Grading and Drainage Plan, prepared by API Development Consultants Inc., dated, October 28, 2019, Sheet C-1.

Town Code Provision

Section 30-123 of the Town Code (**Exhibit 3**) provides a process in which a previously approved site plan may be modified. The modification includes a request to change the intensity of the use and is therefore considered a Level 2 request.

The application request is for the modification of the approved site plan to replace the existing swimming pool with a new rectangular shaped 5'-0" (five foot) depth swimming pool, replace an existing water feature, provide a new covered walkway in Building 3, provide a new covered walkway in Building 4, replace existing hardscaping and concrete pathways, construct new hard-scape/landscaping throughout the property, relocate existing trees on site, construct a new volleyball court, construct new fencing along the east side of the property and complete interior renovations.

Review

The plans have been reviewed by the Town's Planning consultant, Linda Strutt, Town Engineer, Town Fire Marshal, Town Trash and Recycling Coordinator, Broward Sheriff Office and Planner, Jhanelle Campbell.

General Overview

This application was reviewed as a Site Plan Level 2 Modification for renovations to existing motel structures and site amenities. The latest permitted set of plans on file with the Town indicate 28 hotel units were approved between 1952 and 1957.

The existing buildings are proposed to remain in place. A minor decrease in ground floor coverage and total building square footage is proposed to provide for covered walkways. Eleven (11) existing kitchen units are proposed to be converted to non-kitchen units and modifications to unit types are proposed. Minor changes to parking and landscaping are also proposed. Some external architectural modifications are proposed. New and modified site amenities and a new enclosed trash area are proposed.

There are a few existing nonconformities which are proposed to remain or to be reduced. These include density, setbacks, building separation and vehicular use area (VUA) landscaping, as noted below and in the specific comments. The pervious area calculations indicate that the existing nonconforming pervious area will be increased, primarily due to the location of a Code-conforming trash area and the addition of accessible sidewalks.

The subject property is currently pre-existing nonconforming with respect to density. Current land use and zoning standards would permit up to twenty (20) units with kitchens on the total site (34,840 square feet of land area) or forty (40) units without kitchens. Because the proposal includes increasing the number of hotel units from twenty-eight (28) (which is the existing unit number from Town records) to thirty (30) units, the Town considers the proposal as increasing the intensity of the site. As such, this increased intensity triggers a Level 2 Site Plan Modification review.

The proposed plan modifies density by removing eleven (11) kitchens from the existing units. The proposed unit count of twenty (20) units with kitchens (34,840 square feet of land area) and ten (10) units without kitchens (8,710 square feet of land area) does not increase the existing non-conforming density. The twenty-eight (28) kitchen units confirmed as permitted in the Town records equates to 48,776 square feet of land area. The proposed thirty (30) units (ten (10) without kitchens) equates to 43,550 square feet of site area which will become the new maximum permitted density if the proposed Site Plan Modification is approved.

The Applicants also propose to remove the existing column that intrudes into the parking space setback. It is understood that some modification to the angled wall is also proposed.

Setback Requirements (Section 30-241(h))

There will be no changes to the approved setbacks for the buildings.

Many of the existing building setbacks are non-conforming. A steel column encroaches into the required front yard setback for Building 3. It is understood that a determination has been made by the applicants' architect that this column is not load-bearing. The plans have been revised to remove the column. Some associated alterations to the building façade are proposed. Architectural plans and elevations will be revised to reflect these changes. Removal of this column will reduce the existing nonconformity.

Parking Requirements (Section 30-318)

Section 30-318 (i) of the Town Code sets forth parking requirements for hotels (Exhibit 4).

The existing on-site parking which backs out into the adjacent El Mar Drive right-of-way is proposed to remain. The existing parking is nonconforming. The parking spaces have been modified to provide the requisite two (2) handicap spaces and to designate those parking spaces, which are less than eighteen (18) feet in depth, as compact parking spaces. The total number of existing parking spaces will support the proposed thirty (30) units under current zoning standards. The spaces adjacent to Building 3 are nonconforming with respect to setback from the building. As noted above, the applicant proposes to remove the existing column that intrudes into the parking space setback. It is understood that some modification to the angled wall is also proposed.

Potential Impacts to Adjacent Properties (Section 30-122)

There would be no discernable additional impacts to the adjacent properties from the modification of the approved Site Plan to replace the existing swimming pool with a new rectangular shaped 5'-0" (five foot) depth swimming pool, replace an existing water feature, provide a new covered walkway in Building 3, provide a new covered walkway in Building 4, replace existing hardscaping and concrete pathways, construct new hard-scape/landscaping throughout the property, relocate existing trees on site, construct a new volleyball court, construct new fencing along the east side of the property and complete interior renovations..

Landscaping (Sections 30-122, 30-475, 30-478, 30-481)

Section 30-478 of the Town Code sets forth landscape requirements for vehicular use areas (VUA). Town Code provides that landscaping shall be provided on site in a square footage equal to a minimum of twenty percent (20%) of the gross VUA.

This property is currently non-conforming with respect to VUA landscaping.

Fire

A review of the plans was conducted by the Fire Marshal. The installation of a new fire hydrant will be required as a condition of approval.

Crime Prevention Through Environmental Design (CPTED)

A CPTED review was conducted by the Broward Sheriff Office. The following recommendations and observations were provided as a result of the review:

- To increase natural surveillance and territorial reinforcement, consideration should be given to adding a window(s) or door(s) to the Building #1 west elevation.
- Replacing existing fencing with a less-opaque alternative should be considered.
- Continued participation in the Broward Sheriff's Office trespass warning program and posting accompanying signage accordingly is recommended.
- The photometric plan indicates an absence of light for most of the west elevation.
- Pedestrian scale lighting is encouraged.
- Landscape
- Ground cover plants should not exceed two (2) feet in maturity.
- Low-growing shrubs are recommended. Shrub height should not exceed three (3) feet in maturity.
- Tree canopies conflicting with light standards should be avoided in order to maintain illumination levels.
- A maintenance plan for all landscaping should be developed.
- Physical target hardening strategies such as CCTV, locking mechanisms were not included in the plan but should be considered.

Engineering

An engineering review was conducted by Flynn Engineering, the Town's designated engineering consultant. The following comments were provided as a result of the review and must be addressed as a condition of approval:

- Topo and grading provided but the slopes in handicap parking and access isles are shown to exceed 2%. Revise grading and provide additional grades on each corner of the handicap parking space and access isle for clarification.
- Broward County Surface Water Management License will be required at time of permitting.
- Revise note 4 on plan C-1 which references the City of Fort Lauderdale standard details. This project is located in the Town of Lauderdale By-The-Sea not Fort Lauderdale.
- Provide information on plan C-1 for proposed mill and resurface. Depth of mill and thickness and type of proposed asphalt for resurfacing. Asphalt reference is to FDOT Type S-II asphalt however FDOT only uses type SP asphalts. Revise reference to FDOT Type SP-12.5 for 1.5" of asphalt.
- Drainage calculations will be required to be provided at time of permit.
- Details for the drainage structures, baffles, and exfiltration trench will be required at time of permit.

Trash and Recycling

A letter from Vicky Eckels of Green Scene Consulting approving the proposed trash/ recycling plan will be required as a condition of approval.

Summary Findings and Recommendations

The proposed plans submitted by the Applicants are consistent with the Land Development Code.

Town staff recommends approval of the Site Plan Modification with the following conditions:

1. Sheets LA-100 and LA-102 should be corrected to remove the trash area shown between Buildings 3 and 4.
2. Obtain a letter from Vicky Eckels of Green Scene Consulting approving the proposed trash/ recycling plan.
3. The installation of a new fire hydrant is required.
4. The total site trees portion of the data table should be corrected to show the total number of trees on the site now under Existing, the total to be provided, including those being retained on site and new plantings in the Proposed Column. The portion of the proposed total that are new is all that is being shown in that column now with the total being retained shown in the existing column. These two can be shown under or in parentheses to clarify the total in the Proposed Column.
5. A tree removal license from Broward County must be provided along with a completed Town landscape application prior to any tree removal operations.
6. Topo and grading provided but the slopes in handicap parking and access isles are shown to exceed 2%. Revise grading and provide additional grades on each corner of the handicap parking space and access isle for clarification.
7. A Broward County Surface Water Management License will be required at time of permitting.
8. Revise note 4 on plan C-1 which references the City of Fort Lauderdale standard details. This project is located in the Town of Lauderdale By-The-Sea not Fort Lauderdale.

9. Provide information on plan C-1 for proposed mill and resurface. Depth of mill and thickness and type of proposed asphalt for resurfacing. Asphalt reference is to FDOT Type S-II asphalt however FDOT only uses type SP asphalts. Revise reference to FDOT Type SP-12.5 for 1.5" of asphalt.
10. Drainage calculations will be required to be provided at time of permit.
11. Details for the drainage structures, baffles, and exfiltration trench will be required at time of permit.
12. The approved Site Plan Modification does not in any way create a right on the part of the Applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Town for issuance of the approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.
13. Prior to issuance of a build permit, the Town Clerk shall certify that there are no outstanding fines, moneys, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property in which the building permit is being issued. If fees are related to a code violation that requires a building permit to correct the violation, only the building permits required by the Town for correction of the violation may be issued. No other building permits will be issued until all outstanding debts to the Town are paid in full.
14. All applicable state and federal permits shall be obtained before commencement of construction.

Summary Findings

Staff has reviewed the application and finds that the Site Plan Modification application as conditioned herein meets the Town Code requirements.

Procedure

Following the Planning and Zoning Board's review, staff will schedule the Commission's review of the application on their December 10, 2019 meeting agenda.

Exhibits

- Ex 1- Application and Plans
- Ex 2- Town Code Sec. 30-139
- Ex 3- Town Code Sec. 30-123
- Ex 4- Town Code Sec. 30-318 (i)



Jarvis Hall 4505 N. Ocean Drive

Planning and Zoning Board Meeting

Planning and Zoning Board

Thursday, December 5, 2019
Jarvis Hall 4505 N. Ocean Drive

1. **CALL TO ORDER** 6:05 p.m.
 2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
 3. **APPROVAL OF MINUTES**
 - 3.a November 6, 2019 Meeting Minutes
-Board Member Howard Goldberg made a motion to approve, 2nd by Alan Bluestein.
Motion passed 5-0.
 4. **PUBLIC COMMENTS**
 5. **NEW BUSINESS**
 - 5.a Case Number 2018-L2-SPM-07: Level 2 Site Plan Modification to replace the existing swimming pool with a new rectangular shaped 5'-0" (five foot) depth swimming pool, replace an existing water feature, provide a new covered walkway in Building 3, provide a new covered walkway in Building 4, replace existing hardscaping and concrete pathways, construct new hardscape/landscaping throughout the property, relocate existing trees on site, construct a new volleyball court, construct new fencing along the east side of the property and complete interior renovations.
-Board member Howard Goldberg made a motion to approve, 2nd by Jeffrey White.
Motion passed 5-0
 - 5.b Case Number 2019-L2-SPM-01: Level 2 Site Plan Modification for 100 Commercial Blvd to add one (1) 500 sq. ft. (square foot) interior mezzanine to the existing one (1) story building.
-Board member Jeffrey White made a motion to approve, 2nd by Howard Goldberg.
 6. **OLD BUSINESS**
 - No old business.
 7. **UPDATES/BOARD MEMBER COMMENTS**
 8. **ADJOURNMENT**
-

THE TOWN OF LAUDERDALE-BY-THE-SEA WILL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES NECESSARY TO AFFORD INDIVIDUALS AN EQUAL OPPORTUNITY TO PARTICIPATE IN MEETINGS OF THE TOWN COMMISSION. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE TOWN CLERK NO LATER THAN TWO (2) DAYS PRIOR TO THE MEETING AT (954) 640-4200 FOR ASSISTANCE.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE TOWN COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSES MAY NEED TO INSURE THAT A VERBATIM RECORDING OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PROCEDURES FOR PUBLIC COMMENTS:

Public Comments may address issues that are not on this meeting's agenda, but should relate to the business of the Town, and should not contain personal attacks. If your comment requires follow up, the Town Manager will have a staff person respond to your concerns, and will advise us of the outcome.

The Town Clerk will read off the names of those who have signed up to speak. When your name is called, please come to the podium, state your name for the record, and indicate whether you are a Town resident. Do not state your address. You have up to three minutes to make your comments, but there is no requirement to use the entire time. If you wish to address a particular Commissioner or member of Town Administration, please do so by use of their title.

If you wish to approach the Commission dais to hand out a document or for some other reason, please request permission and state your reason for doing so. All documents to be provided to the Commission should be handed to the Town Clerk for distribution.

These procedures have been developed to assure that the Town Commission meeting time is efficiently used, and that meetings are conducted in a polite and respectful manner. More information on the decorum rules for Town Commission meetings is available in Section 2-23 of the Town Code of Ordinances.



**SITE PLAN DEVELOPMENT ORDER
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
Development Order 2018-L2-SPM-07**

PROJECT NAME: Seaside Villas

ADDRESS OF PROPERTY: 4329 El Mar Drive

FOLIO #: 494318011410

PROPERTY OWNER: Wens Holding LLC.

APPLICANT: Crystal Wong and Sheung Han

APPLICANT ADDRESS: 2962 Trivium Circle, Suite 101, Fort Lauderdale, FL 33312

REQUEST: Pursuant to Chapter 30-123, “Modification of approved site Plan” of the Town’s Code of Ordinances, the Applicant has requested a Site Plan Modification to replace the existing swimming pool with a new rectangular shaped 5’-0” (five feet) depth swimming pool, replace an existing water feature, provide a new covered walkway in Building 3, provide a new covered walkway in Building 4, replace existing hardscaping and concrete pathways, construct new hard-scape/landscaping throughout the property, relocate existing trees on site, construct a new volleyball court, construct new fencing along the east side of the property and complete interior renovations. to the existing property at 4329 El Mar Drive.

SECTION 1. FINDINGS. THIS MATTER came before the TOWN Commission of the TOWN of LAUDERDALE- BY-THE-SEA, Florida, on December 10, 2019, following due public notice. The TOWN Commission having considered the public testimony, evidence in the record, the testimony of the applicant, and the recommendation of the TOWN Planning and Zoning Board and administrative staff, finds that the application, as conditioned herein, is in compliance with the applicable standards and minimum requirements of Chapter 30 of the Town Code.

SECTION 2. APPROVAL. The request to approve a Site Plan Modification is hereby approved as shown on the Site Plan Modification plans submitted by the Applicant, attached as Exhibit 1, except as modifications may be required by this approval or the Building Official.

SECTION 3. CONDITIONS. The APPROVAL granted herein is subject to the following conditions:

1. Correct sheets LA-100 and LA-102 to remove the trash area shown between Buildings 3 and 4.
2. Obtain a letter from Vicky Eckels of Green Scene Consulting approving the proposed trash/recycling plan.
3. Install a new fire hydrant on the site.
4. Correct the landscape plan's data table to show the total number of trees on the site now under Existing, the total to be provided, including those being retained on site and new plantings in the Proposed Column.
5. Provide a tree removal license from Broward County along with a completed Town landscape application prior to any tree removal operations.
6. Revise grading to ensure compliance with ADA requirements and provide additional grades on each corner of the handicap parking space and access isle for clarification.
7. Provide a Broward County Surface Water Management License no later than at time of permitting.
8. Revise Note 4 on plan C-1 which references the City of Fort Lauderdale standard details.
9. Provide information on plan C-1 for proposed mill and resurface. Depth of mill and thickness and type of proposed asphalt for resurfacing. Asphalt reference is to FDOT Type S-II asphalt however FDOT only uses type SP asphalts. Revise reference to FDOT Type SP-12.5 for 1.5" of asphalt.
10. Provide drainage calculations on plans no later than at time of permitting.
11. Provide details for the drainage structures, baffles, and exfiltration trench no later than at time of permitting.
12. The approved Site Plan Modification does not in any way create a right on the part of the Applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Town for issuance of the approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.
13. Prior to issuance of a build permit, the Town Clerk shall certify that there are no outstanding fines, moneys, fees, taxes or other charges owed to the Town by the current or past owners or

operators of the property in which the building permit is being issued. If fees are related to a code violation that requires a building permit to correct the violation, only the building permits required by the Town for correction of the violation may be issued. No other building permits will be issued until all outstanding debts to the Town are paid in full.

14. All applicable state and federal permits shall be obtained before commencement of construction.

SECTION 4. VIOLATION OF CONDITIONS. Failure to adhere to the terms and conditions of this Development Order shall be considered a violation of the Town Code and persons found violating the conditions shall be subject to the penalties prescribed by the Town Code, including but not limited to, the revocation of any of the approval(s) granted in this Development Order. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town Code before it may commence construction or operation, and that the foregoing approval in this Development Order may be revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town Code or the conditions of this Approval.

SECTION 5. APPEAL. In accordance with Section 30-140(d)(11) of the Town Code, the Applicant, or any aggrieved property owner in the area, may appeal the decision of the Town Commission in the Circuit Court of Broward County, Florida, in accordance with the Florida Rules of Appellate Procedure.

SECTION 6. EFFECTIVE DATE. This Development Order shall become effective upon Approval by the Commission.

APPROVED this ____ day of _____, 2019.

MAYOR CHRIS VINCENT

ATTEST:

Tedra Allen, Town Clerk, CMC

Approved as to form:

Susan L. Trevarthen, Town Attorney

U:\0 Properties\El Mar\El Mar 4231 - 4341 (SeaSide Villas-Eastward Strands)\2018-L1-SPM-05 Site Plan Modification\12-10-19 Commission Docs\Ex 4
4329 El Mar Drive Development Order.docx