



Town Commission

**TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
NOTICE OF VIRTUAL TOWN COMMISSION MEETING**

**Pursuant to the Town's Local Declaration of Public
Emergency, a VIRTUAL Town Commission meeting will be
held on Tuesday, February 23, 2021, at 6:30 p.m. and
broadcast from Town Hall.**

**The February 23, 2021 Town Commission meeting will be
held as a VIRTUAL MEETING with elected officials and
Town staff participating through video conferencing. This
virtual meeting will be broadcasted live for members of
the public to view on the Town's website ([www.lbts-
fl.gov](http://www.lbts-fl.gov)), Comcast Channel 78, and AT&T U-verse Channel
99.**

The Town of Lauderdale-By-The-Sea Town Commission

welcomes and encourages the public to participate at its virtual meetings and offers two ways for residents to be heard.

WRITTEN PUBLIC COMMENTS

Send an e-mail to public_comments@lbts-fl.gov Your comment will be read into the record during the meeting by the Town Clerk.

ACTIVE PARTICIPATION

Notify the Town Clerk via e-mail at public_comments@lbts-fl.gov by February 23, 2021 5:00 pm of your desire to speak during a live virtual meeting.

Please provide us with your name email address and phone number. We will then send you the Zoom Meeting ID and link. For security reasons, please do not share the Meeting ID with anyone else. If a friend or neighbor also wishes to speak, have them sign-up with the Town Clerk.

When contacting the Town Clerk, please specify if you wish to speak during Public Comments or during a specific agenda item. The Town will enable the Waiting Room function on Zoom and allow public speakers to enter the virtual meeting during Public Comments or for a specific agenda item. You can join the meeting either by calling in or using a laptop, computer webcam or cellphone. Once you are finished commenting, the Town will disconnect you from the meeting.

A copy of the agenda for the virtual Town Commission meeting can be accessed on the Town's website, at <https://www.lauderdalebythesea-fl.gov/341/Agendas-Video>.

Please note that the Town's November 6, 2020 Amended Local Declaration of Public Emergency regarding Virtual Meetings suspended the requirements that a quorum be

present and that Town committees and boards meet at a specific public place, and allows them to utilize communications media technology, such as telephonic and video conferencing.

Should any person desire to appeal any decision of the Town Commission with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based (Section 286.0105, Fla. Stat).

Jarvis Hall 4505 N. Ocean Drive

Regular Town Commission

Regular Town Commission

Tuesday, February 23, 2021, 6:30 PM
Jarvis Hall 4505 N. Ocean Drive

1. CALL TO ORDER, MAYOR CHRIS VINCENT

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION –“ Moment of Silence

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

5. PRESENTATIONS

- 5.a. The Pedestrian and Bicycle Circulation Enhancement Study. (Jhanelle Campbell, Acting Development Services Director)

[2-23-21 AM Pedestrian Plan-FINAL.pdf](#)

[Ex 1- Bike and Ped Study FINAL 10-5-20.pdf](#)

6. PUBLIC COMMENTS

7. PUBLIC SAFETY DISCUSSION

- 7.a. Broward Sheriff's Office- Monthly Report to Commission- January 2021. (Captain Thomas Palmer)

[TM Report BSO-January 2021.pdf](#)

- 7.b. LBTS Volunteer Fire Department-Monthly Activity Report-January 2021. (Chief Judson Hopping)

[VFD Monthly Activity Report - Jan. 2021.pdf](#)

- 7.c. AMR Report- January 2021. (Brooke Liddle)

[2-23-21 AM AMR January 2021 Report.pdf](#)

[Ex 1-AMR Times January 2021.pdf](#)

8. TOWN MANAGER REPORT

- 8.a. Town Manager Report- February 23, 2021. (Interim Town Manager, Linda Connors)

[2-23-21 AM Town Manager Report.pdf](#)

- 8.b. December 2019 Finance Report. (Finance Director, Lucila Lang)

[Agenda Memo December Finance Report 021721.pdf](#)

[Ex 1-DECEMBER 2020 CASH-INVESTMENT REPORT_DECEMBER 2020-Exhibit 2.pdf](#)

[Ex 2- december, 2020 revenue expense report-Exhibit 1.pdf](#)

- 8.c. Chamber of Commerce Report. (Eva Marissa)

[2-23-21 CoverPage - Chamber.pdf](#)

[Ex 1- 4th Qtr Welcome Center Report.pdf](#)

9. TOWN ATTORNEY REPORT

10. APPROVAL OF MINUTES

11. CONSENT AGENDA

12. OLD BUSINESS

- 12.a. El Mar Drive Project. (Commissioner Sokolow)

[02-23-21 AM El Mar Drive.pdf](#)

- 12.b.** Town Manager Discussion. (Human Resources Manager, Lisa Slagle)
[Cover Page - TM Recruitment agenda item.pdf](#)
[Exhibit 1 - Posted Town Manager Position Opening.pdf](#)

13. NEW BUSINESS

- 13.a.** 2021 Ford Ranger Lease- Buildings and Public Lands Division. (Director of Public Works- Ken Rubach)
[2-23-21AM 2021 Ford Ranger Lease- Buildings and Public Lands Division LC EDITS.pdf](#)
[EX 1-AG 2019-20 - Enterprise Fleet Mgmt.pdf](#)
[EX-2 2021 Ford Ranger Quote.pdf](#)
- 13.b.** Polaris Ranger XP1000 UTV's Leases- Public Works Department . (Director of Public Works, Ken Rubach)
[2-23-21AM 2- 2021 Polaris Ranger XP1000 Leases- Public Works Department LC EDITS.pdf](#)
[EX 1-AG 2019-20 - Enterprise Fleet Mgmt.pdf](#)
[EX 2- 2021 Ranger Polaris XP 1000.pdf](#)
- 13.c.** FY 22 Budget Schedule. (Finance Director, Lucila Lang)
[AM 2-23- 21 Agenda Memo Budget Timeline.pdf](#)
[Ex1 Budget Timeline 021221.pdf](#)
[Ex2. 2021 Tax Roll Calendar.pdf](#)

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

16. ORDINANCES 2nd Reading

- 16.a.** ORDINANCE 2021-01: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING AND RE-NAMING CHAPTER 6.5 "CODE ENFORCEMENT; AMENDING SECTIONS 6.5-5, ENTITLED "CONDUCT OF HEARING" AND 6.5-13, ENTITLED "CODE CITATION FORM", TO CLARIFY THE PROCEDURES FOR THE ISSUANCE OF CITATIONS, IMPOSITION OF CIVIL PENALTIES AND ADMINISTRATIVE HEARINGS RELATING TO CITATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE
[2-23-21 AM Code Ticketing Staff Memo \(Second Reading\)-3I69532.pdf](#)
[Ex1 -Civil Citation Ordinance \(Second Reading\)-3I69630.pdf](#)
[Ex2 FS 162.pdf](#)

17. RESOLUTIONS " PUBLIC COMMENTS

- 17.a.** RESOLUTION 2021-11: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE RANKINGS FOR REQUEST FOR QUALIFICATIONS NO. 20-11-01 FOR CONSULTING SERVICES TO CONDUCT A COMPREHENSIVE EVALUATION AND OPERATIONS AUDIT OF THE LBTS VOLUNTEER FIRE DEPARTMENT; AUTHORIZING THE INTERIM TOWN MANAGER TO NEGOTIATE AN AGREEMENT WITH THE NUMBER ONE RANKED FIRM MATRIX CONSULTING GROUP, LTD.; PROVIDING FOR AN EFFECTIVE DATE. (Assistant to the Town Manager, Neysa Herrera)
[02-23-21 AM Resolution VFD RFQ Selection Committee.pdf](#)
[Ex1- Reso 2021-11 VFD Audit RFQ.pdf](#)
[Ex2 -10-23-20 VFD RFQ Memo.pdf](#)

[Ex3- Minutes 2020-10-13 - Regular.pdf](#)

[Ex4- RFQ 20-11-01.pdf](#)

[Ex 5 - VFD RFQ Submittals.pdf](#)

- 17.b. RESOLUTION 2021-12: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING AND RE-ADOPTING THE BUILDING PERMIT AND INSPECTION FEE SCHEDULE; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. (Acting Development Services Director, Jhanelle Campbell)

[2-23-AM Building Permit Fee MEMO lc-3I80638-2021-FINAL.pdf](#)

[Ex 1-Building Permit Fee Study August 2020.pdf](#)

[Ex-2 Reso 2021-12-Building Permit Fees.pdf](#)

- 17.c. RESOLUTION 2021-13: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ENCOURAGING COMPLIANCE WITH BROWARD COUNTY'S YEAR-ROUND LANDSCAPE IRRIGATION MEASURES AND DIRECTING THE TOWN MANAGER TO IMPLEMENT PROGRAMMING TO EDUCATE THE PUBLIC REGARDING LANDSCAPE IRRIGATION CONSERVATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE. (Acting Development Services Director, Jhanelle Campbell)

[2-23-21 AM -Irrigation Resolution LC Edits.pdf](#)

[Ex 1-Landscape Irrigation Conservation Resolution-3I69301.pdf](#)

[Ex 2 1-26-21 Approved TC Minutes.pdf](#)

- 17.d. RESOLUTION 2021-14 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, URGING THE FLORIDA LEGISLATURE AND THE FLORIDA GOVERNOR TO OPPOSE LEGISLATIVE CHANGES PROHIBITING THE LOCAL REGULATION OF VACATION RENTALS; PROVIDING DIRECTION TO TOWN OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE. (Interim Town Manager, Linda Connors)

[2-23-21 AM Resolution 2021-XX Opposition of Vacation Rental Legislation.pdf](#)

[Ex 1-2021 Resolution Re Vacation Rental Opposition 3I79567.pdf](#)

18. QUASI JUDICIAL PUBLIC HEARINGS

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: February 23, 2021

Submitted by: Jhanelle Campbell, Acting Director of Development Services

Submitting Department: Development Services

Item Type: Project Update

Agenda Section: Presentations

Subject Title: The Pedestrian and Bicycle Circulation Enhancement Study

Explanation: The Pedestrian and Bicycle Circulation Enhancement Study was recently completed by the Corradino Group. The purpose of the report was as follows:

1. To provide baseline information on the status of the Town's efforts to provide safe and adequate facilities for pedestrians and cyclists.
2. To obtain background and preliminary understanding of the options available to the Town to address issues and future improvements for pedestrians and cyclists.
3. To create a list of potential projects to further research and consider which options can be undertaken in the near future, which will require additional data and study to complete, and which could qualify for funding through programs like the Penny Surtax.

The recommendations include a variety of proposals including:

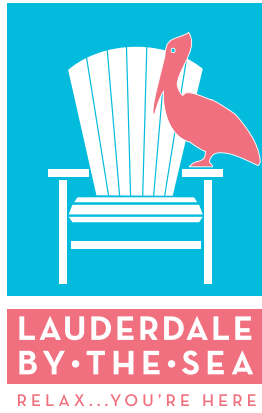
1. Additional sidewalks;
2. Sidewalk improvements to improve ADA compliance;
3. Traffic calming measures along local side streets;
4. Additional crosswalks to assist in guiding the walking and biking public to commercial areas and beaches; and
5. Planting street trees and adding bus shelters to provide shade opportunities

Kathryn Lyon from the Corradino Group will be presenting the report to the Commission.

Recommendation: None

Attachments:

1. Report prepared by The Corradino Group



PEDESTRIAN & BICYCLE CIRCULATION ENHANCEMENT STUDY

SEPTEMBER 2020 • DRAFT





TABLE OF CONTENTS

► EXECUTIVE SUMMARY	1
► INTRODUCTION	4
► STUDY APPROACH	6
Public Engagement Findings	6
Project Overview	8
Traffic Calming	9
► VISION	13
► BACKGROUND	15
Demographics	15
Transportation Network	16
► EXISTING CONDITIONS	19
Land Use	19
Accessibility and Connectivity	21
Pedestrian Facilities	21
Existing Bicycle Facilities	31
Transit	41
Safety	43
Pedestrian and Cyclist Technologies	47
Funding	49
► GOALS AND RECOMMENDATIONS	51
Pedestrian Improvements	51
Traffic Calming	57
Bicycling Enhancements	58
Priority Projects	65
Comparable Projects	66
Recommended Policies	68



- ▶ APPENDIX A: GOALS, OBJECTIVES, AND POLICIES 69
- ▶ APPENDIX B: LBTS PEDESTRIAN PLAN PUBLIC OUTREACH SURVEY....73
- ▶ APPENDIX C: AFFILIATED PLANNING DOCUMENTS 100
- ▶ APPENDIX D: DETAILS FOR APPENDIX 102



► EXECUTIVE SUMMARY

The Town of Lauderdale-By-The-Sea has, in recent years, been active in improving local streetscapes, 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 Seagrape Drive, Imperial Lane and Codrington Drive. 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 existing conditions in Lauderdale-By-The-Sea are that most of the bicycle and pedestrian infrastructure is already in place along major thoroughfares. However, enhancements for connectivity to and from neighborhoods to beach access locations and commercial areas can be improved in certain locations. Traffic calming is also identified as an existing need along the local residential roads due to cut-through traffic from A1A to Commercial Boulevard.

The data collection and preparation for this study conducted in 2020, includes a review of existing Town demographic, socio-economic, land use, and transportation data. These resources include the Town’s Comprehensive Plan and Land Development Code. Additionally, field reviews were conducted to assess neighborhood characteristics.

The Town’s overall goal for this study is 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. The Town of Lauderdale-By-The-Sea will be undertaking the redesign and construction of the El Mar corridor. The El Mar Drive project is not a part of this study.

Due to social distancing guidelines caused by Covid-19, the in-person public involvement workshop was changed to an online presentation during a Town Commission meeting with an online survey provided online via the Town website over a 2-week period. Major findings based on survey results and analyses conclude that walking is a primary method of traveling in and around Lauderdale-By-The-Sea, furthering the importance of this study. Additionally, the majority of survey respondents feel safe walking and biking within Lauderdale-By-The-Sea. However, there are resident concerns regarding safety at certain intersections and cut through traffic.

Lauderdale-By-The-Sea has successfully demonstrated that walking and biking are viable modes of mobility in the community. The objective is to support these modes with infrastructure investment, policy, and regulation. Using the data collected and public input, the study identifies pedestrian and bicycling issues, needs, constraints and opportunities within the Town. The final analysis addresses each of the following:

- Concerns/problems identified by the community
- Gaps in the sidewalk and bikeway networks
- Midblock and other points where crossings could 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



The outcomes from this analysis will be beneficial to the Town and may be a catalyst for increased active transportation, which includes bicycling and walking, and physical activity by residents and visitors with a complete network. Additionally, recommendations for enhanced bicycle and pedestrian infrastructure and connectivity to pathways to the beach and commercial areas from the neighborhoods and public parking, including any needed improvements for crossings are provided. Areas where levels of stress negatively impacting comfortable walking and bicycling are as provided from survey respondents.

Potential techniques for traffic calming on roadways other than signage are evaluated and presented to the Town as a toolbox for further consideration. Preliminary recommendations to address the identified needs are provided with alternative solutions that 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.

The goals are to:

- Improve the quality of life for all Lauderdale-By-The-Sea residents and visitors;
- Provide a network of mobility alternatives, by providing the best facilities for the most basic transportation that provides equitable access;
- Support pedestrian oriented development that creates a functional high-quality community that serves generations to come; and
- Many communities including Lauderdale-By-The-Sea demonstrate that walking and biking are viable modes of mobility in the urban environment. These modes of travel support infrastructure improvements, policy, and investments. The goal is that more people begin to walk and bike as modes of travel to home, work, and recreation. The data collected here is a building block for the development of successful plans and programs.

Key recommendations include:

- Traffic calming studies to address concerns along rights-of-way including but not limited to Codrington Drive, Imperial Lane, Bougainvilla Drive, Poinciana Street, Seagrape Drive, and Washingtonia Avenue, to name a few;
- Crosswalk improvements along Seagrape Drive;
- Reduction of neighborhood vehicle speed from 25 mph to 20 mph; and
- Infill sidewalks to connect to existing grid along Washingtonia Avenue, Bougainvilla Drive, Poinciana Street, Seagrape Drive, and Hibiscus Avenue.

The following are selected projects based on scoring and public input:

- Sidewalk connectivity along Hibiscus Avenue from Seagrape Drive to Bougainvilla Drive;
- Crosswalk improvement at Hibiscus and Bougainvilla Drive; and
- Crosswalk at Seagrape Drive/Washingtonia Avenue to provide east west connectivity.

This analysis advances the Town of Lauderdale-By-The-Sea's efforts to improve bicycle and pedestrian circulation and safety in the Town. Providing improved crossings, enhanced signage, lighting, shade, benches, and other amenities in high pedestrian locations are a few recommended solutions to enhance the overall experience for residents and visitors. These recommended improvements can efficiently and effectively increase people's ability to move around the community, thereby enhancing the quality of life while maintaining the character of the Town.



Summary of Recommendations

Location	Sidewalk Infill	Mid-block Crosswalks	Crosswalk Improvements	Education	Policy	Sharrow	Bicycle Racks	Bike Lanes	Traffic Calming Study	Amenities (Shade, Lighting Landscaping, Public Art, Pet Amenities (Waste Bags & Disposal), Etc.
Basin Drive										
Beach access at A1A North							X			X
Beach access at A1A South							X			X
Beach access at Hibiscus Avenue							X			
Beach access behind Mulligan's (14c Commercial Boulevard)			X							
Bougainvilla Drive from Pine Avenue to Hibiscus Avenue								X		
Bougainvilla Drive at Friedt Family Park (provide beach access to path at south side of park)		X								
Bougainvilla Drive at north side of Friedt Family Park (flashers)			X							
Bougainvilla Drive at Visitor Center		X								
Bougainvilla Drive at Hibiscus Avenue			X							
Bougainvilla Drive from Commercial Boulevard to Visitor Center										X
Bougainvilla Drive									X	
Bougainvilla Drive										
Commercial Boulevard on north side between A1A & El Mar Drive							X			
Codrington Drive									X	
East Tradewinds Avenue									X	
Hibiscus Avenue									X	
Hibiscus Avenue from Seagrape Drive to Bougainvilla Drive	X									
Imperial Lane									X	
Lombardy Avenue									X	
A1A from Imperial Lane to Codrington Drive								X		
A1A		X	X							
Pine Avenue									X	
Poinciana Street at Friedt Family Park		X								
Poinciana Street from Friedt Family Park to Commercial Boulevard	X									
Poinciana Street at Washingtonia Avenue			X							
Poinciana Street									X	
Poinciana Street										X
Seagrape Drive at Washingtonia Avenue			X							
Seagrape Drive south of Commercial Boulevard									X	
Seagrape Drive from Commercial Boulevard to Hibiscus Avenue	X									
South Tradewinds Avenue									X	
Townwide				X	X	X			X	X
Washingtonia Avenue									X	X
Washingtonia Avenue from Seagrape Drive to Poinciana Street	X									
West Tradewinds Avenue									X	



► INTRODUCTION



The Town of Lauderdale-By-The-Sea will be undertaking the redesign and construction of the El Mar corridor. The El Mar Drive project is not a part of this study. Pedestrian facilities as an alternative to automobile travel are vital to Lauderdale-By-The-Sea as a tourist destination. The Town of Lauderdale-By-The-Sea desires to improve local pedestrian safety and comfort through the evaluation of existing infrastructure, study of existing and needs and planning for new facilities. The Town has, in recent years, been active in improving the local streetscape. The eastern end of Commercial Boulevard is an excellent example of the Town's desire to create a more pedestrian-oriented environment. The

improvement of pedestrian and cyclist safety, and the connectivity of residents and visitors to the beaches and commercial areas is central to this study, as is the evaluation of traffic calming needs on residential neighborhood streets such as Seagrape Drive, Imperial Lane, and Codrington Drive. The emphasis of this study will be within the southern portion of the Town in areas south of Pine Avenue.

This report is focused on improving mobility within the Town of Lauderdale-By-The-Sea by enhancing its multi-modal transportation system and supporting access and connectivity as a way of improving the quality of life. The vision is to achieve an interconnected community by building infrastructure that will support the goal of developing a network with connections through sidewalk and bicycle enhancements that will improve access to beaches and commercial areas for residents and visitors. The Town commissioned this study to determine the needs and options for encouraging a healthy community that incorporates bicycling and walking, thereby promoting a live, work, and play community. This study consists of the following:



1. Introduction
2. Study Approach
3. Vision
4. Background
5. Existing Conditions
6. Goals & Recommendations



A bicycle and pedestrian study can assist in identifying challenges and implementing strategies to improve accessibility, connectivity and safety of non-motorized trips. This Plan examines the priorities, requirements, methods, and resources that can be utilized to develop, implement and maintain a safe, functional bicycle and pedestrian-friendly environment in the Town of Lauderdale-By-The-Sea.

Bicyclists and pedestrians play a critical role within the transportation system. The infrastructure needed to facilitate these types of trips helps to connect people to services, facilities, and surrounding areas. The objective of this study is to capture current trends in bicycle and pedestrian travel, and to identify opportunities to increase non-motorized travel. Improving and promoting non-motorized travel in the Town will enhance a variety of aspects within this network, including accessibility, usability, connectivity, safety, public health, social equity, the environment, and quality of life for residents and visitors. Trends in pedestrian and bicycle travel will be used to develop, expand and prioritize programs to improve and expand pedestrian and bicycle facilities throughout Lauderdale-By-The-Sea. This bicycle and pedestrian study will examine the Town's current transportation network to identify potential improvement areas and opportunities to encourage more people to use pedestrian and bicycle networks.



► STUDY APPROACH

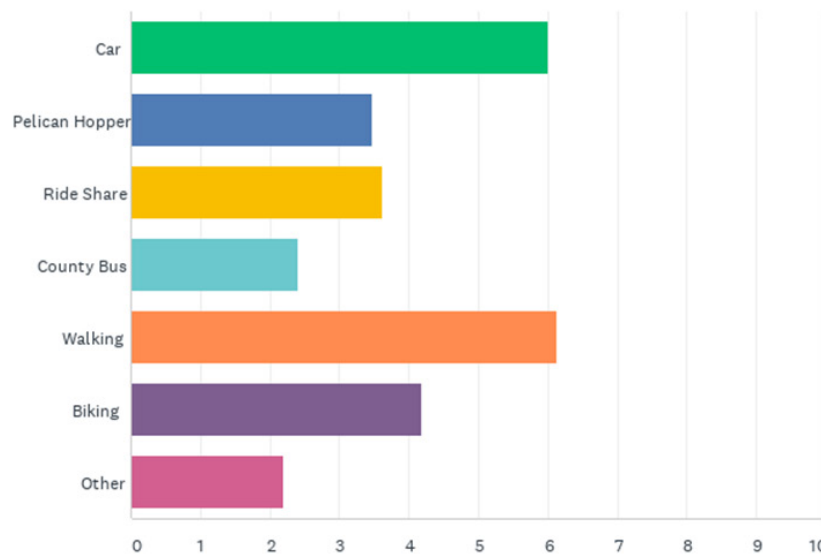
This study will provide a feasible plan to address gaps in sidewalk connectivity, obstacles to pedestrian and bicycle safety, including cut-through vehicular traffic, and deficiencies in public awareness of safe and convenient pedestrian and bicycle routes. Following the kick-off meeting and data collection tasks a public involvement survey was placed on the Town website for two weeks. Using the data collected and public input, pedestrian and bicycling issues, needs, constraints and opportunities are been identified. The analysis addresses concerns identified by the community, gaps in the sidewalk and bikeway networks, corridor and intersection improvements, and traffic calming needs.

Public Engagement Findings

Public Engagement for this study began with a presentation to the public via Town Commission meeting on May 26, 2020. A short presentation was given providing background on the project and its findings. The audience was given the opportunity to comment on what they perceived as existing issues affecting Lauderdale-By-The-Sea and provide feedback via an online survey, utilizing Survey Monkey, available for input from residents and stakeholders for a 2 week time frame. After a total of 182 responses, the outcome of the survey provided the following data (detailed results for all questions can be found in Appendix B):

Walking was the primary method of traveling in and around Lauderdale-By-The-Sea, followed by vehicular travel and biking.

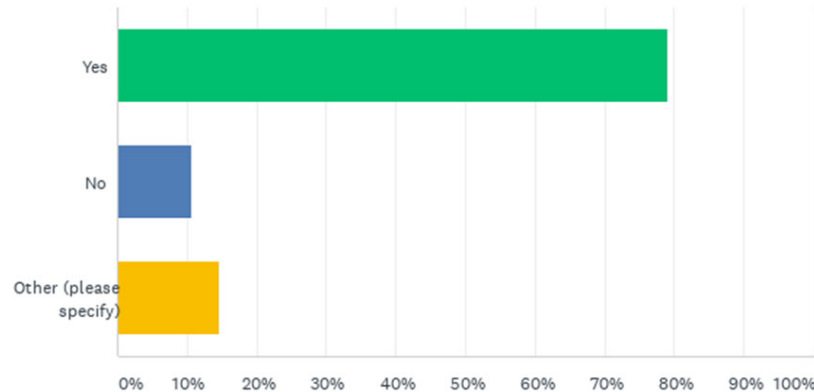
Q1 What is the primary way you get around Lauderdale-By-The-Sea?
(1 is use frequently - 6 is use the least)



Nearly 80% of respondents felt safe walking/biking within Lauderdale-By-The-Sea. However, respondents do not feel safe at the intersection of A1A and Commercial Boulevard and expressed that lower speeds could help them feel safer, particularly on El Mar Drive. Lighting and sidewalk improvements such as trip hazards and obstructions, were also listed as concerns, particularly on El Mar Drive.



Q5 Do you feel safe walking/biking/running in Lauderdale-By-The-Sea?



Although nearly 80% of respondents feel safe walking, biking, and running in the Town, when asked if in their neighborhood are there streets that they would consider dangerous, the following were listed.

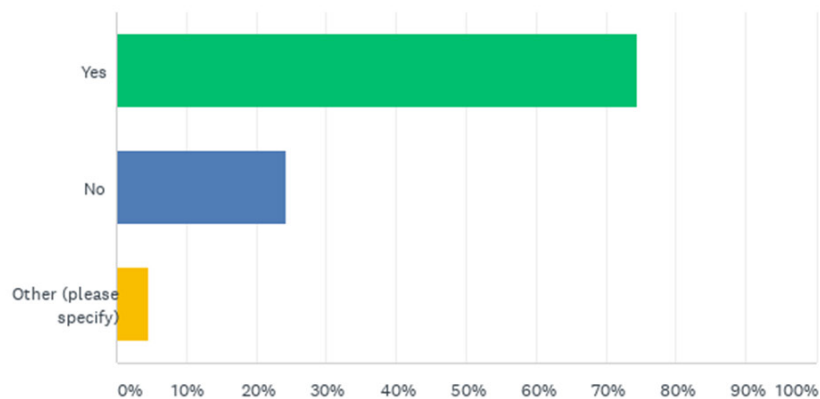
- Bougainvillea Drive
- El Mar Drive
- Bel Aire Avenue
- Ocean Drive/A1A
- Imperial Lane & A1A
- Tradewinds Avenue

Unsafe conditions due to speeding and cut through traffic were identified at the following locations:

- Seagrape Drive south of Commercial Boulevard
- South Tradewinds Avenue
- Intersection of Washington Avenue and Seagrape Drive
- East Tradewinds Avenue

Regarding comfort nearly 75% of respondents alter their route based on lack of shade.

Q8 Do you ever alter your walking/biking/running route to be in the shade?



Additionally, there were quite a few complaints regarding bicyclist safety and bicyclists not following laws and endangering pedestrians. This can be easily resolved by implementing an educational program for cyclists throughout the Town.



Project Overview

COMPLETE STREETS

With crash rates rising in South Florida, the major aspect being planned for in our rights-of-way is the portion used by motor vehicles. Complete Streets utilize the right-of-way for each mode, (roadway, bicycle, pedestrians, and transit) where appropriate. Some features that a Complete Street may include are sidewalks, bike lanes, bike facilities, bus lanes, comfortable and accessible public transportation stops, frequent and safe crossing opportunities, median refuges, accessible pedestrian signals, landscaped curb extensions, bioswales, roundabouts, on-street parking, and secure bicycle parking, among others. Complete Streets are streets for everyone. They are designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists and transit riders of all ages and abilities. Complete Streets make it easy to cross the street, walk to shops, and bicycle to work. They allow buses to run on time and make it safe for people to walk to and from train stations. (Source: Smartgrowthamerica.org)

Lauderdale-By-The-Sea has implemented Complete Street concepts throughout the Town and is making strides to insure all right-of-ways are planned, designed, and operated for all modes of transportation. The areas surrounding the intersection of Commercial Boulevard and El Mar Drive are prime examples. Fully accessible by bicyclists, pedestrians, and vehicles, this area has it all. Regardless of age or ability this well planned area provides ample seating and shade for visitors to stay and enjoy the area. Auto dominant streets in South Florida inhibit transportation alternatives by making walking, bicycling, and taking public transportation difficult and unattractive. The presence of sidewalks and bike lanes give people options, and will reduce automobile congestion as sidewalk networks are built, creating a viable way to move.

The health benefits to complete streets are the opportunity to be active as part of daily life, decreasing probability of chronic diseases and other negative health outcomes credited to inactive lifestyles. Complete streets also provide roadway capacity by improving efficiency, equity for all users of all abilities and ages, public health, and safety.

PEDESTRIAN

The goal of the pedestrian environment is accessibility for all users, including the handicapped, young people and elderly. Sidewalks should be of adequate width, generally at least two people standing side-by-side in one direction and with room to pass walkers in the opposite direction. Federal guidelines require a minimum 4 foot sidewalk. However, wheel chair users need a minimum of 5 feet to turn around. Sidewalks and pathways should lack gaps, and should be continuous from block to block. Safety is of the utmost importance, not only the perception of safety, but also shelter from traffic, and reduction of accidents, injuries and fatalities. Appropriate drainage both on sidewalk and in the street to prevent standing water and pedestrians getting splashed while walking is also important.

PEDESTRIAN CROSSWALKS

The principles above are critical for pedestrians crossing the street. Crosswalks should be clear of obstructions and located so that they are visible to both drivers and pedestrians. Ideally, there should be legible signs and signals that offer direction for the driver and pedestrian. Mid-block crosswalks should be located where needed and combined with traffic calming measure where appropriate. On wider and busier streets, a center island median can be a critical safety measure. Crosswalks can be an enhancement to the environment, they can be "Public Art", and don't all have to look the same. There are many Lauderdale-By-The-Sea crosswalks that use patterns and colors to differentiate them from the street surface.



BICYCLING

Bicycling is a great way to enjoy time outdoors, run quick errands, get exercise and enjoy social events. To be enjoyable and a viable alternative to driving, it must be viewed as safe, convenient, and comfortable. The ideal bicycling network will consist of a grid of ½ mile to be sufficient in completing a local network. Bicycling facilities should include lighting, signage, and bollards (where appropriate), which enhance safety. Bicyclists can benefit from a cohesive wayfinding system as well. Persons who ride bicycles on streets are required to obey all traffic laws and signals similar to motor vehicles.

TRANSIT

To make transit a more usable mode, facilities should include shelter from the elements in case of rain, places to sit and rest, trash cans to ensure cleanliness, and availability of transit information. Transit stops should be easily accessible, including ADA compliance, which include landing pads for wheelchairs, appropriate ramps, and safe access, including appropriate places to cross before and after bus travel. Benches should be placed at stops with longer than 5 minute headways and shelters should be placed at stops with 10 minutes or greater headways. The Town is currently working with Broward County Transit (BCT) to upgrade many bus stops in LBTS to include new shelters, improved access and facilities. In some cases bus stops are being relocated to increase safety, as well as access to specific destinations (for example, the Town's Visitor Center).

ROADWAYS

Roadway design should ensure visibility for driver, pedestrian, and cyclist. It should ensure implementation of safe crossings and improved lighting. Control of speed through the use of traffic calming, and reduction of conflict points are tools which can be utilized to promote safety on the road.

Traffic Calming

Congestion on major roadways is the cause of cut-through traffic on once quiet neighborhood streets. In order to preserve the safety and quality of life for residents, commonly used traffic calming devices including speed humps, speed tables, chicanes, and narrower lanes, are being installed on neighborhood roadways. Another traffic calming measure that could be used is making areas texturally different. The idea is to raise the awareness of the driver and cyclist. Brick, stamped asphalt, and thermoplastic, are materials commonly used. Vertical impediments include speed tables and speed humps. Horizontal impediments, such as traffic circles, are designed to get the driver to pay attention and slow speed. Road narrowing reduces lane widths creating slower speeds. Partially or fully closing roads is another method, however changes to the historical development patterns of the Town should be considered only as a last resort.

Goal 2.3 of the FY2018 Action Plan is to reduce traffic in residential neighborhoods through the use of traffic calming initiatives in neighborhoods.



▼ SPEED TABLES/SPEED HUMPS

Speed tables are midblock traffic calming devices that raise the entire wheelbase of a vehicle to reduce its traffic speed. They are longer than speed bumps, and are flat-topped. Speed humps are the most commonly used vertical deflections throughout the Town. Vertical deflections include speed humps, tables, and textured crosswalks, raised intersections, and sidewalk extensions.



Speed Table



Speed Hump



◀ CHICANE

A chicane is a mid-block island or curb extension that narrows the roadway. The intent is to encourage slower traffic movement. These areas can be used to incorporate better landscaping and beautification.



CURB EXTENSIONS ▶

Curb extensions also known as bulb-outs narrow the roadway, slowing traffic and creating a more pedestrian friendly environment. A curb extension located at Imperial Lane is pictured on the right.



CHOKERS ►

Chokers are build-outs similar to bulb outs also known as curb extensions, (located closer to intersections) that narrow the road and change the perception to drivers. Narrowing using this form can still allow for two-way traffic.



▼ RAISED CROSSWALKS WITH MIDBLOCK MEDIAN ISLAND



Mid-block medians are used to narrow a street. They are effective in reducing travel speeds.

Traffic Engineers are responsible for reviewing speeds and volumes on local streets. It is recommended that traffic counts and speeds be analyzed on local roads in order to determine if traffic calming treatments are appropriate and if so which method(s) should be used.

Treatments can be effective for reducing vehicle speeds, but resident concerns are possible. Public outreach should also be performed in order to assess the experiences and suggestions of residents along these single-family corridors where cut-through traffic is prevalent.



West Tradewinds Avenue



The following table shows the speed impacts of traffic calming measures.

Speed Impacts of Traffic Calming Measures

Treatment	Sample Size	Average Speed After Traffic Calming (mph)	Average Change in Speed with Traffic Calming (mph)	Average % Change in Speed with Traffic Calming (mph)
12' Humps	184	27.3 (4.0)	-7.8 (3.7)	-22 (9)
14' Humps	15	25.6 (2.1)	-7.7 (2.1)	-23 (9)
22' Tables (Raised Sidewalks)	78	29.2 (3.1)	-7.3 (3.4)	-20 (8)
Raised Intersections	3	34.3 (6.0)	-0.3 (3.8)	-1 (10)
Narrowings (Chicanes, Pinchpoints, Neckdowns)	7	32.3 (2.8)	-2.6 (5.5)	-4 (22)

* Values in parentheses are standard deviations from the average.

Source: U.S. Traffic Calming Manual. Ewing, 2009:63



► VISION

The Town of Lauderdale-By-The-Sea is committed to providing a safe, sustainable transportation system for its residents, visitors, and businesses. The Town is also committed to supporting and encouraging the use of non-motorized transportation. These goals, however, exist in the context of a street system that has been engineered to facilitate and prioritize the movement of people in and out of the Town via motor vehicles, resulting in the reduction of non-motorized transportation.

It is evident that maintaining and furthering this transportation model is costly to the Town in many ways such as an increase in air pollution, more potential for crashes and injuries, an increasingly sedentary lifestyle, maintenance and operations costs, and inefficient urban land use; therefore there is a need for efficient public transportation and multimodal systems.

The FY 2019 Town Action Plan mission is for the overall improvement of the Town. Goals relevant to this study include the following:

- **Goal 3.2 Maintain and improve the walkability of the Town**
- **Goal 3.23 Develop a Walkability and Bike Master Plan for the main streets in Town.**

The above-mentioned goals further the Town's commitment to alternative modes of transportation.

The Town of Lauderdale-By-The-Sea will be undertaking the redesign and construction of the El Mar corridor. The El Mar Drive project is not a part of this study.

There are many residential and commercial areas in the Town which play a significant role in how people live, work, and enjoy life. Providing access to the beach and other desirable areas in the Town is very important. This access allows for individuals to have a greater sense of mobility, which in turn, allows for individuals to have a greater sense of place within their community.





What is mobility? Mobility can be defined as the movement of goods and people. Everything we do, everything a community needs and does, is focused around mobility. Whether it is the movement of a truck driver delivering shipments or if it's someone traveling back from the grocery store, or walking the kids to the beach, mobility is what maintains a thriving community. Planning for improvements to mobility is the goal of this plan.

Ensuring efficient mobility in the future will involve planning for increased movement and usage. As the area will likely have more pedestrian and economic activity, there will be a greater need to ensure connectivity throughout the Town and safety for the people using the grid system. This project will assist the vibrant vision that the Town of Lauderdale-By-The-Sea has for its current and future residents by promoting effective recommendations in the pedestrian and bicycle networks.

Providing for safe and reliable circulation options for non-motorized transportation is the foundation of this project. Having safe, convenient, and useable options for pedestrians and bicyclists to reach their destinations is vital to ensure future success. Ensuring safe, useable, and enjoyable pedestrian and bicycle activity requires careful and crucial analysis and placement of new infrastructure. Merely having new sidewalks is not enough. Connecting existing infrastructure is a critical component of ensuring an efficient sidewalk and bike path system. Remaining consistent throughout the Town is also very important. Being consistent and placing appropriate infrastructure in new areas is important to ensure people who use it will be happy, safe, and well connected throughout the Town. Maintaining consistency is important not only for the safety of individuals but also the enjoyability of each person who uses alternative modes of transportation. Being consistent with sidewalk placement does not mean sidewalks will be placed in every residential area or down every side street. Being consistent with the placement means providing the Town with a well-connected, safe sidewalk network. This is also true for bicycle routes. This plan understands the nature of the community and the desires of the people. With this understanding, the plan will work to improve overall connectivity, address gaps in the sidewalk and bicycle network, and address obstacles to pedestrian and bicycle safety.



► BACKGROUND

Demographics

The Town of Lauderdale-By-The-Sea is approximately 1.5 square miles in area, is located in Broward County along Florida's "Gold Coast" and borders the Atlantic Ocean. Located next to the cities of Fort Lauderdale and Pompano Beach and between Palm Beach and Miami-Dade counties, the Town is positioned in a great location for many visitors and residents to enjoy a high-quality way of life. The Town is primarily built-out, but is experiencing some redevelopment of existing commercial properties and remodeling of existing single-family homes.

There are approximately 6,600 people who call the Town home year round. When the winter months arrive, the Town population grows to over 10,000 people. The median age of Lauderdale-By-The-Sea residents is 62.2 (Source US Census ACS 5 Year) compared to 40 in Broward County. With no schools and no public hospitals within the Town, employment is primarily executive/managerial, professional, sales, and hospitality. The major industries include finance, hospitality, insurance, real estate, retail trade, and tourism. The Town is home to oceanfront beaches, award-winning beach portals, tennis courts, shuffleboard and bocce ball courts, a children's park, basketball court, and a community center. Also, one of four piers in Broward County (Anglin's Pier) is located in Lauderdale-By-The-Sea.

Lauderdale-By-The-Sea's major roadways include State Road A1A, also called North Ocean Drive, South Ocean Drive, or South Ocean Boulevard, traveling from north to south, and Commercial Boulevard, the only east/west road that goes directly into the Town. Residents and visitors are able to use public transit options to help travel around and connect to the mainland and nearby shopping in Sea Ranch Lakes. The Town operates the Pelican Hopper community shuttle, and Broward County provides regional bus service through the area.

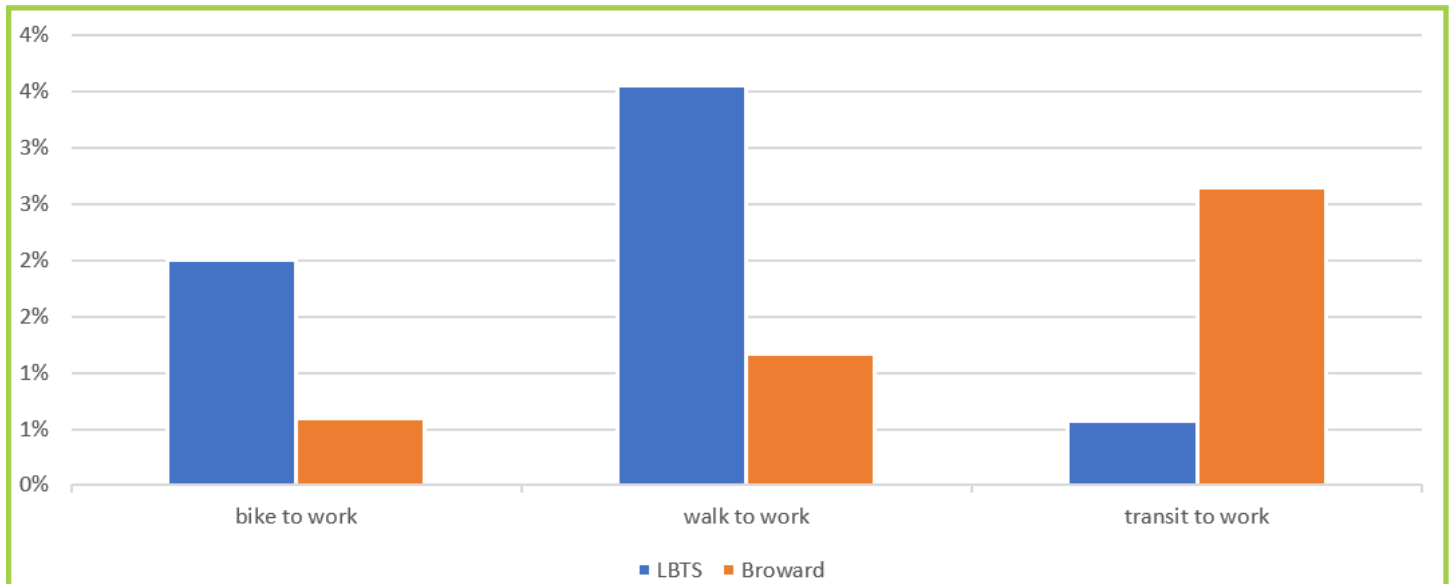
The community is primarily residential and has a unique, village-like atmosphere that the Town is committed to maintaining. In keeping with the charter-mandated low-rise, pedestrian-scale development, the Town promotes pedestrian and bicycle accessibility for its residents and visitors. By developing a plan to improve connectivity and circulation throughout the Town, residents and visitors will have better accessibility to popular destinations, such as the beach and the Commercial Boulevard corridor.

The Town understands accessibility and connectivity are very important for the community. Over 10% of housing





units in the Town of Lauderdale-By-The-Sea have no vehicle, while nearly 60% have only one vehicle. Nearly 2% bicycle to work compared to Broward County 0.6%, and 3.55% of Town residents walk to work compared to Broward County 1.17%. The Town of Lauderdale-By-The-Sea has an overall higher percentage of pedestrians and cyclists. However, Lauderdale-By-The-Sea has only .57% of its residents taking public transit to work, while Broward County has 2.65%; this may be because over 15% of Lauderdale-By-The-Sea residents work from home.



Source: Broward MPO

With an aging population, the Town is seeking mobility options for those who are not able to drive or do not own a vehicle. Improvements to bicycle and pedestrian infrastructure will be a benefit to the community and those seeking a lower-cost alternative to driving.

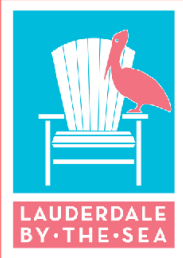
The Town is continuing to update and improve the existing travel network by reconstructing Commercial Boulevard with improved pedestrian features, new traffic signals, streetlights, pavers, and landscaping. In addition to the recent modifications focusing on public transit, bikeways, and signage, the Town is dedicated to improving connectivity, accessibility, usability, and safety.

Transportation Network

Roadways within the Town fall into four categories of responsibility.

1. State
2. County
3. Local
4. Private

Each jurisdiction provides routine maintenance on the roadways, and all roadway traffic controls, such as speed limits signs, stop signs, and traffic signals, fall under the jurisdiction of and are maintained by Broward County. Lauderdale-By-The-Sea must work across multiple jurisdictions to effect systematic changes affecting vehicular, bicycle, and pedestrian traffic.



Future Traffic LOS

Legend



Beach Area

Roads

- Collector (Local)
- Minor Arterial (State)

Bicycle Facilities

- Marked Bike Lane
- Bicycle Wide Curb Lane

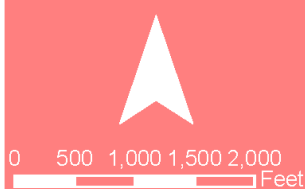
Transit Routes

- Route 11
- Route 55
- Town of Lauderdale-By-The-Sea
- Commercial Area

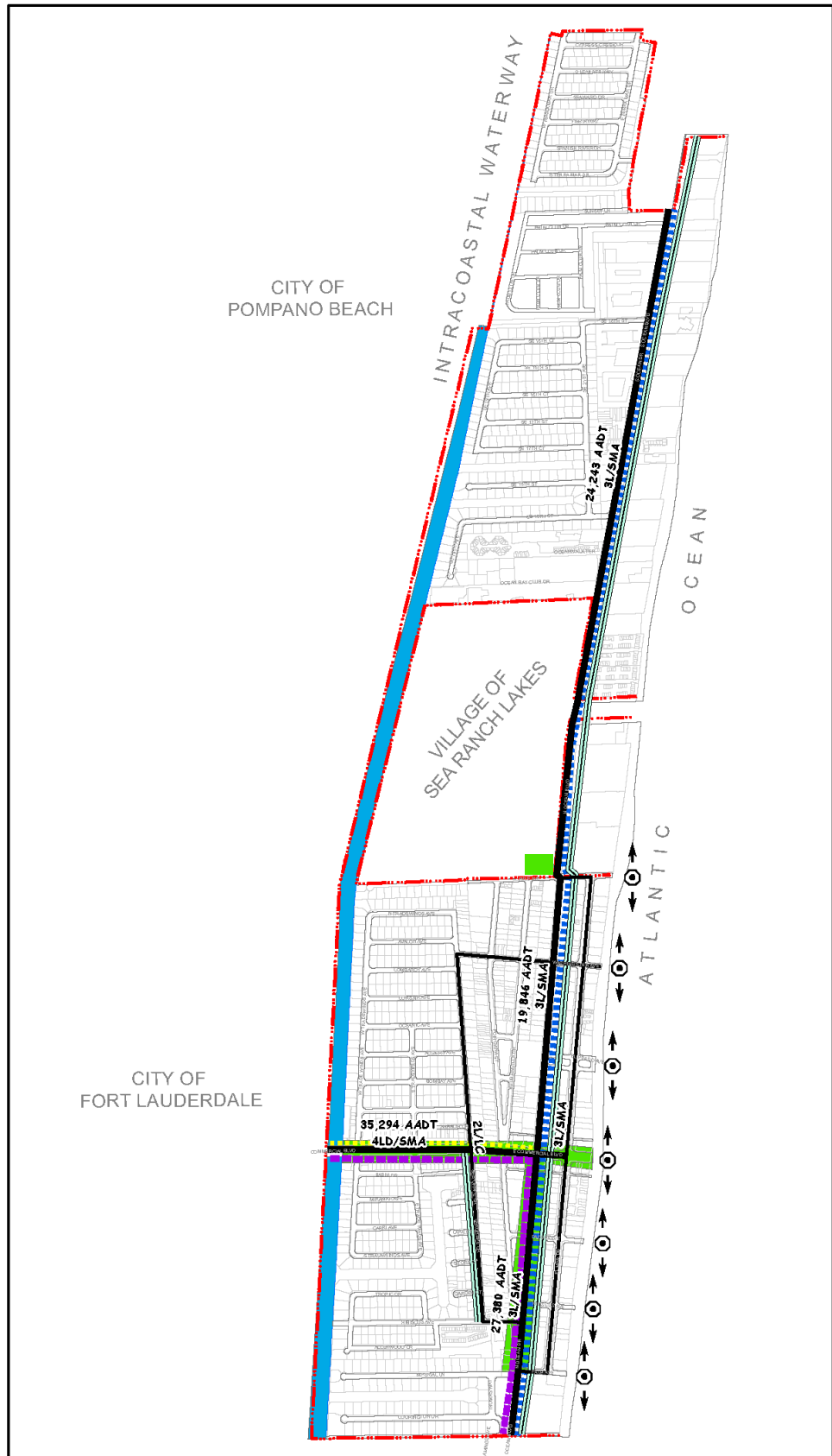
AADT - Annual Average Daily Traffic based upon 2035 data
SMA - State Minor Arterial
CC - City Collector
LC - Local Collector
2L - Two Lane Roadway
3L - Three Lane (One lane in each direction plus center scramble or turn lane)
4LD - Four Lane Divided Roadway

Notes:
Minor Arterials are Maintained by the State & are Evacuation Routes.
Sidewalks provided all Minor Arterials & Collectors

N



Date: 07/07/2016



Source: Town of Lauderdale-By-The-Sea



The Level of Service provides traffic volumes in terms of Annual Average Daily Traffic (AADT). Annual Average Daily Traffic (AADT) is an estimate of the average daily traffic along a defined segment of roadway. This value is calculated from short term counts taken along the same section which are then factored to produce the estimate of AADT.

Since AADT corresponds to an average value based on a series of short term counts along a particular roadway, no specific date can be tied to the discrete values. These values account for seasonal traffic changes typically over a one-year period.

Commercial Boulevard is currently the only eastern road into the Town. As provided by the Broward County MPO, the current Level of Service (LOS) for Commercial Boulevard is LOS F (Forced or breakdown flow) - Commercial Boulevard and A1A (south of Commercial Boulevard). A1A or Ocean Boulevard is the Town's major north-south corridor with a Level of Service between LOS D (Approaching unstable flow) and E (Unstable flow) A1A Ocean Boulevard (north of Commercial). This level of service shows that there is congestion on the Town's major roadways, thus providing alternative mobility options as key to alleviating congestion.

Lauderdale-By-The-Sea's maintenance responsibility of roads includes policing, paving, sidewalk maintenance, and cleaning. Over the years, the Town has taken jurisdiction of most of the neighborhood streets through agreements with the County. Local roads compose the most significant component of Lauderdale-By-The-Sea's road infrastructure.



► EXISTING CONDITIONS

Lauderdale-By-The-Sea is currently not connected by a cohesive network of bicycle and pedestrian facilities. Minimal and generally sporadic sidewalk facilities exist on roads. Bicycle and pedestrian facilities exist on major corridors such as Commercial Boulevard, A1A, and sporadically on Seagrape Drive, Bougainvillea Drive, and Poinciana Street. Most sidewalks and bicycle paths are in moderate disrepair such as faded bicycle lane lines and sidewalk cracks, and needs resurfacing, landscape maintenance and other general safety improvements.



Sidewalks have generally not been provided on local streets. This has been a conscious choice by the Town in the single family neighborhoods. The thought among homeowners is that they decrease property values, but there is no evidence of this. In fact Planners and real estate agents alike believe sidewalks increase property values, particularly in suburban areas. Traffic intrusion is a problem in Lauderdale-By-The-Sea, specifically traffic cuts through the neighborhoods attempting to avoid congestion on the main roads. To remedy this problem, Lauderdale-By-The-Sea needs to develop a traffic calming network. The logical extension of this would be to enhance bicycle and pedestrian facilities.

Land Use

In considering how to complete the grid, it is important to understand how people connect from an origin and destination standpoint. People may ride their bicycles from residence to residence to visit neighbors and friends, but they may also ride from residence to parks, to employment, to retail and restaurants, to grocery stores, and to transit. Of course, there is also the return trip. However, for the purposes of this exercise, we can definitively split the Town's land use into two characteristic groups – base origins (where you start from at the beginning of the day – your residential areas) and destinations (commercial, park, beach, job). The map breaks down the community from this standpoint, with red representing destinations.





Accessibility and Connectivity

Pedestrian Facilities

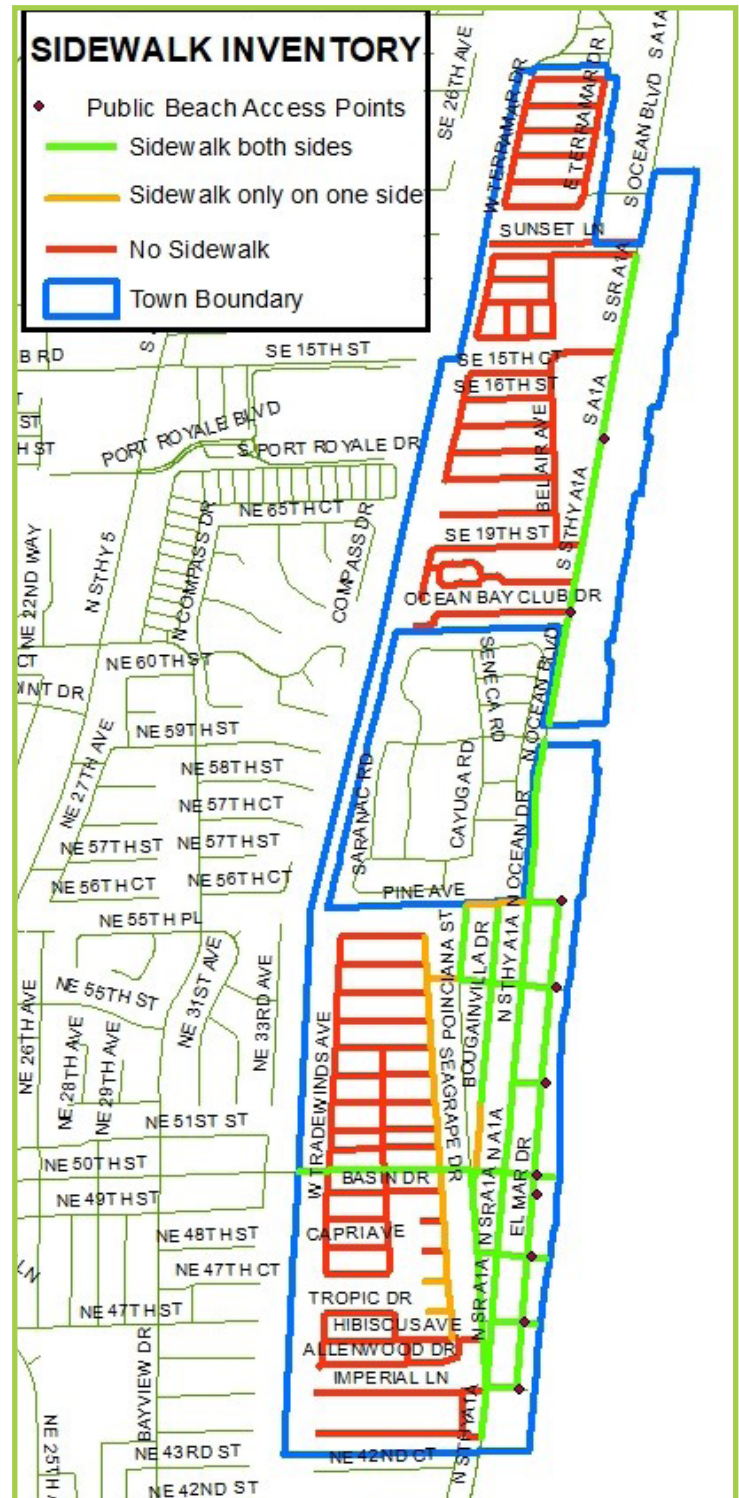
Lauderdale-By-The-Sea is seeking better connectivity between the low-density residential neighborhoods which do not have or warrant sidewalks to an essential grid of sidewalks, in order to better access the commercial corridor and the beach. This is focused on assuring a basic sidewalk system is in place. While it is true that not every street needs a sidewalk, many streets, particularly those that frame the core residential neighborhoods, do. These roads are generally more than local streets and are mainly categorized as collectors and arterials and are primarily defined as through streets.

The optimal outcome would be 5' sidewalks on both sides of the road surface. However, it is worth noting that some streets in Lauderdale-By-The-Sea may not have sufficient right-of-way to support 5' sidewalks on both sides. These would be used to facilitate very short walking trips in a safe manner.

SIDEWALK INVENTORY

For the purposes of this study a detailed analysis of sidewalks throughout the Town was conducted. The adjacent map depicts the results of this inventory. Based on this analysis, it is determined that there are nearly no sidewalks throughout single family neighborhoods within the Town of Lauderdale-by-the Sea. While the Town currently has 32 miles of roadway, approximately 15 miles have no sidewalks. Existing sidewalks vary in width but are generally between 4 feet and 5 feet. Some areas near El Prado Park have 8 foot wide sidewalks. For local neighborhoods 5 feet of width is adequate. Five feet generally allows people to walk side by side and for bi-directional traffic. Seagrape Drive has a 6 foot wide sidewalk only on the west side of the right-of-way.

Walkability is key in commercial corridors and beach access areas, as shown on the Origin/Destination map.





The vision and the goal of the Lauderdale-By-The-Sea residents in terms of sidewalks can be met with a simple grid. This grid would bring sidewalk access to the periphery of every neighborhood. By utilizing these major roadways, many of the important locations throughout the Town including commercial areas, beaches, and parks would have good coverage in terms of sidewalk infrastructure. This too would allow safe pedestrian access to these locations.

It is apparent that local connectivity is an issue in Lauderdale-By-The-Sea. Washingtonia Avenue is the only east/west corridor linking single family residential to North/South local roads Seagrape Drive, Poinciana Street, and Bougainvillea Drive.

To achieve local connectivity, the Town should strive to connect the residential streets and the basic sidewalk grid with major generators such as the beach and commercial activity centers. This would be used for longer distance walking and bicycle trips from the residential neighborhoods to parks or local shopping areas. It would be intended that these trips are more recreational and would be categorized by very wide 8' sidewalks or multi-use paths on each side of the road separated from the roads travel surface.



Connectivity to Friedt Family Park

The goal for local connectivity is to connect the existing locations that would likely benefit from having this type of infrastructure in place. These places include the local parks, commercial activity centers, and beaches. By connecting these sites, a user could get to nearly any pedestrian friendly location within the Town without having to travel on the roadway. Lauderdale-By-The-Sea also has paths that connect through the midblock. One example is the beach path that connects Sea Watch Restaurant and the Royal Coast Condominiums. Connecting the paths will allow the path users a safe and active way to get to the path for their recreational purposes.

Pedestrian connectivity improvements are needed in areas where there may be high pedestrian activity, such as behind Friedt Family Park. Creating a midblock crossing to existing sidewalk across the street would provide for better accessibility on Poinciana Street. Additional recommendations are provided in this report.



SIGNALIZATION

Below are the signalized intersections installed by Broward County and maintained by Lauderdale-By-The-Sea.

Intersection by Signal Type

FILE NO	MAJOR STREET	MINOR STREET	CITY 1	DEVICE TYPE	TYPE	AUDIBLE	PREEMPTION	SIGNAL ZONE	SIGNALHEAD COUNT	INSTALL DATE	ROAD JURISDICTION	PED COUNTDOWNS
1567	SR A1A	ASSUMPTION CHURCH (SOUTH 2001)	Lauderdale-By-The-Sea	PEDESTRIAN	TROMBONE	NO	NO	7620	6	2/27/2002	STATE	NO
1577	SR A1A	EL PRADO AVENUE	Lauderdale-By-The-Sea	PEDESTRIAN	MAST ARM	NO	NO	7620	4	12/19/2001	STATE	YES
1135	SR A1A	FLAMINGO AVENUE/ CODRINGTON DRIVE	Lauderdale-By-The-Sea	SIGNALIZED_INT	MAST ARM	NO	NO	7620	8	UNKNOWN	STATE	YES
1578	SR A1A	WASHINGTONIA AVENUE	Lauderdale-By-The-Sea	SIGNALIZED_INT	MAST ARM	NO	NO	7620	8	12/19/2001	STATE	YES
1463	SR A1A	PALM AVENUE/IMPERIAL LANE	Lauderdale-By-The-Sea	SIGNALIZED_INT	MAST ARM	NO	NO	7620	6	UNKNOWN	STATE	YES
1576	SR A1A	DATURA AVENUE	Lauderdale-By-The-Sea	SIGNALIZED_INT	MAST ARM	NO	NO	7620	8	12/18/2001	STATE	YES
1094	COMMERCIAL BOULEVARD (SR 870)	SEA GRAPE DRIVE	Lauderdale-By-The-Sea	SIGNALIZED_INT	MAST ARM	YES	NO	7620	8	12/21/1976	STATE	YES
1153	SR A1A	COMMERCIAL BOULEVARD (SR 870)	Lauderdale-By-The-Sea	SIGNALIZED_INT	MAST ARM	YES	NO	7620	9	Feb-65	STATE	YES

(Source: Broward MPO)



Crossing A1A (Ocean Boulevard) is easily accessible at controlled intersections, where crosswalk markings are in place. The distance between crossings create longer blocks. The longer blocks impact access to transit by creating difficulties and longer paths on return trips. There are some midblock crossings, however, some do not have signalization or lighting.



Unsignalized A1A midblock crossing (Approximately 1800 A1A)



Midblock crossing with solar rapid flashing beacon



Signalized A1A midblock crossings



POLICIES

Policies set the standard for development and work in concert to serve and protect the Town's interests. The Town of Lauderdale-By-The-Sea adopted Article XI Seagrape Drive Sidewalk Plan, in an effort to improve sidewalks along the Seagrape Drive right-of-way. These are construction guidelines for sidewalks on the east side of the Seagrape Drive right-of-way. All new development and redevelopment of property along this roadway is required to provide for a frontage sidewalk which conforms with the elements in the section of the code. The Town should consider implementing a similar policy for other areas within the Town. There are also several locations where vehicular back out parking interferes with sidewalk continuity. However, many areas in the Town have had sidewalks installed while working around developments and associated parking that have been there for over 50 years. The Town has already adopted policies to remove back out parking on A1A.



Seagrape Drive crosswalk



PEDESTRIAN AMENITIES

Contributing in a positive way to the pedestrian experience is key to creating a walkable community. Shade, lighting, and seating are important factors, especially for those who require intermittent stops for rest and protection from the elements. Walking in Lauderdale-By-The-Sea is simple although there could, and should, be more shade and seating along pedestrian pathways, and various sidewalks in the Town. Like in many other cities in South Florida, Lauderdale-By-The-Sea does not have a sidewalk system in its local single-family neighborhoods. Within these neighborhoods, blocks are long. During the field study, there was a lack of shade via structures or trees along nearly every corridor except Seagrape Drive. Additionally, wayfinding may help with locating public beach access locations, particularly along the north side of the Town along A1A.



4401 Seagrape Drive



Seagrape Drive and Corsair Avenue



Approximately 4500 N. Ocean Drive



SIDEWALK STANDARDS

Level of Service (LOS) standards are commonly used to evaluate roadway conditions for traffic flow. Similar Pedestrian LOS standards provided by the Transportation Research Board's Highway Capacity Manual, are much less commonly used. For this study the following standards, based on sidewalk conditions, and whether or not sidewalks are present, supporting amenities, and the overall pedestrian environment quality were developed.

- **Standard A:** Highly pedestrian oriented and attractive sidewalks, pedestrian friendly intersection design, low-vehicular traffic volume, and ample pedestrian amenities.
- **Standard B:** Similar to A, but with fewer amenities and low to moderate level of interaction with motor vehicles.
- **Standard C:** Adequate for pedestrians, some deficiencies in intersection design, moderate interactions with motor vehicles.
- **Standard D:** Adequate for pedestrians but with deficiencies in intersection design and pedestrian safety and comfort features, some gaps in the sidewalk system, moderate to high interactions with motor vehicles.
- **Standard E:** Inadequate for pedestrian use, deficient pedestrian facilities, high interactions with motor vehicles.
- **Standard F:** Inadequate for pedestrian use, no pedestrian facilities, high interactions with motor vehicles.

The Town of Lauderdale-By-The-Sea does not have a set standard for pedestrian facilities. It is recommended that it adopt Standard B and construct facilities accordingly to reach this standard. Most streets that have sidewalks within the Town are close to meeting this standard with minor improvements. However, there are roads with no sidewalks. The Town is working towards connecting residential neighborhoods to busier roads with sidewalks that link to desired commercial and recreational areas in order to provide a basic grid through its sidewalk design requirements.

In this evaluation, it must be noted that there are areas of the Town where sidewalks are damaged by trees which need to be repaired. At various locations, light poles obstruct the sidewalk and need to be moved, or additional sidewalk constructed around the light poles to provide for adequate width. There are also several locations where vehicular parking interferes with sidewalk continuity. Policies should be adopted to prevent the issue from happening in the future. Overall, despite missing sidewalks in some areas, most of the Town's arterials and collector roadways have basic pedestrian amenities. However, lack of shade in many areas is an issue, particularly along single family corridors. Seating and rest areas are also sparse along long corridors.





Lauderdale-By-The-Sea SIDEWALK STANDARDS MAP



Legend

 Lauderdale by the Sea Boundary

Sidewalk Standards

-  A
-  B
-  C
-  D
-  E
-  F



0 0.225 0.45 0.9 Miles

Prepared By:



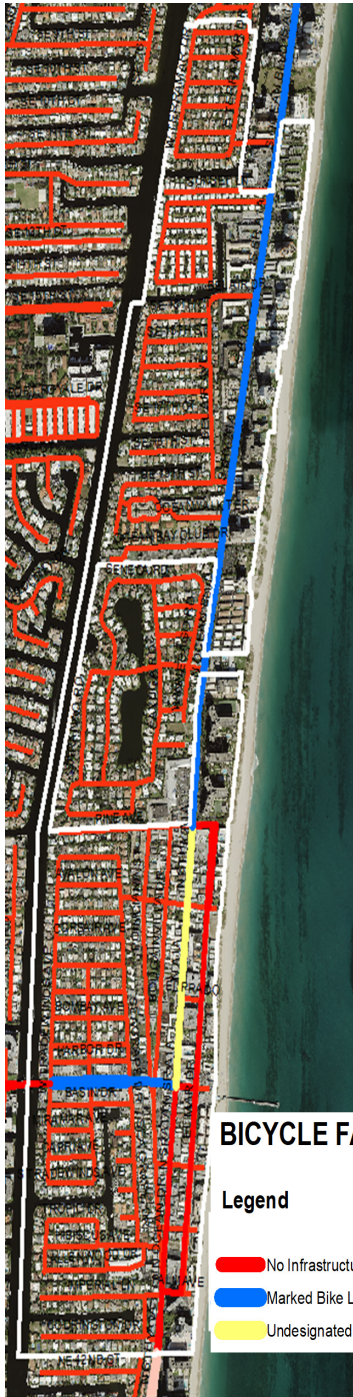
Date: 2/16/2020

- **Standard A:** Highly pedestrian oriented and attractive sidewalks, pedestrian friendly intersection design, low-vehicular traffic volume, and ample pedestrian amenities.
- **Standard B:** Similar to A, but with fewer amenities and low to moderate level of interaction with motor vehicles.
- **Standard C:** Adequate for pedestrians, some deficiencies in intersection design, moderate interactions with motor vehicles.
- **Standard D:** Adequate for pedestrians but with deficiencies in intersection design and pedestrian safety and comfort features, some gaps in the sidewalk system, moderate to high interactions with motor vehicles.
- **Standard E:** Inadequate for pedestrian use, deficient, pedestrian facilities, high interactions with motor vehicles.
- **Standard F:** Inadequate for pedestrian use, no pedestrian facilities, high interactions with motor vehicles.

Sidewalk Standard Data

NS Roadway	EW Roadway	From	To	Direction	Sidewalk Location	Sidewalk	Posted Speed Limit	Comments	Bicycle Facilities
Ocean Drive A1A		Northern City Limit (N. of Terra Mar Dr.)	Commercial Blvd	NB/SB	5' Both Directions	B	35	High Levels of Vehicular Traffic, Low comfort (lack of shade and rest benches)	4' Bicycle Lanes, NB/SB
Ocean Drive A1A		Commercial	Imperial	NB/SB	5' Both Directions	B	35		4' Bicycle Lanes, NB/SB
Ocean Drive A1A		Imperial	Codington (Southern City Limit)	NB/SB	5' Both Directions	B	35		No bike lanes NB/SB
W Terra Mar Dr		Northern City Limit	S. Terra Mar Dr	None	N/A	F	25		None
E Terra Mar Dr		Northern City Limit	S. Terra Mar Dr	None	N/A	F	25		None
	Cypress Creek Dr	W. Terra Mar Dr	E. Terra Mar Dr.	None	N/A	F	25		None
	Oleander Way	W. Terra Mar Dr	E. Terra Mar Dr.	None	N/A	F	25		None
	Seaward Dr	W. Terra Mar Dr	E. Terra Mar Dr.	None	N/A	F	25		None
	Fiesta Way	W. Terra Mar Dr	E. Terra Mar Dr.	None	N/A	F	25		None
	Spanish River Dr	W. Terra Mar Dr	E. Terra Mar Dr.	None	N/A	F	25		None
	S Terra Mar Dr	W. Terra Mar Dr	E. Terra Mar Dr.	None	N/A	F	25		None
	Sunset Lane			None	N/A	F	25		None
Palm Club Dr	Palm Club Dr			None	N/A	F	25		None
Bel Aire Ave (SE 21st Ave)	Bel Aire Dr	Bel Aire Dr	Coral Reef Dr	None	N/A	F	25		None
	Bel Aire Dr	A1A	Bel Aire Ave	None	N/A		25		None
Blue Water Terr N (SE 19th Ave)				None	N/A	F	25		None
	Tropic Isle (SE 15 Ct)	Bluewater N	Bel Aire Ave	None	N/A	F	25		None
	Coco Palm Pl	Bluewater N	Bel Aire Ave	None	N/A	F	25		None
	Windward Dr	Bluewater N	Bel Aire Ave	None	N/A	F	25		None
	Sailfish Pl (SE 17 St)	Bluewater N	Bel Aire Ave	None	N/A	F	25		None
	Ocean Mist Dr (SE 17 Ct)	Bluewater N	Bel Aire Ave	None	N/A	F	25		None
	Waters Edge (SE 18 St)	Bluewater N	Bel Aire Ave	None	N/A	F	25		None
	Coral Reef Dr (SE 19 St)	Bluewater Ter S	Bel Aire Ave	None	N/A	F	25		None
Blue Water Terr S				None	N/A	F	25		None
	Ocean Walk Ln			None	N/A	F	25		None
	Ocean Walk Ter			None	N/A	F	25		None
	Ocean Bay Club Dr			None	N/A	F	25		None
	Pine Ave	West City Limit	Commercial Blvd	EB/WB	5' EB (south side)	B	25		None
	Pine Ave	Commercial	El Mar	EB/WB	5' Both Directions	B	25		None
El Mar Dr		Pine Ave	Washingtonia	SB/NB	5' Both Directions	C	25	Obstructions, Lack of shade and benches, moderate vehicle interaction	None, Obstructions, Drains, Poorly Marked
El Mar Dr		Washingtonia	Commercial Blvd	NB/SB	5' Both Directions	C	25	Obstructions, Lack of shade and benches, moderate vehicle interaction	None, Obstructions, Drains, Poorly Marked
El Mar Dr		Commercial	Palm	NB/SB	5' Both Directions	C	25	Obstructions, Lack of shade and benches, moderate vehicle interaction	None, Obstructions, Drains, Poorly Marked
El Mar Dr		Hibiscus	Palm	NB/SB	5' Both Directions	C	25	Obstructions, Lack of shade and benches, moderate vehicle interaction	None, Obstructions, Drains, Poorly Marked
	N Tradewinds Ave	W Tradewinds	Seagrape Dr			B	25		
	Avalon Ave					B	25		
	Washingtonia Ave	Seagrape Dr	Poinciana St	EB	6' EB (south side)	B	25		Lightpole Obstructions
	Washingtonia Ave	Poinciana	El Mar Dr	EB/WB	5' Both Directions	B	25		Vehicular Interaction Moderate

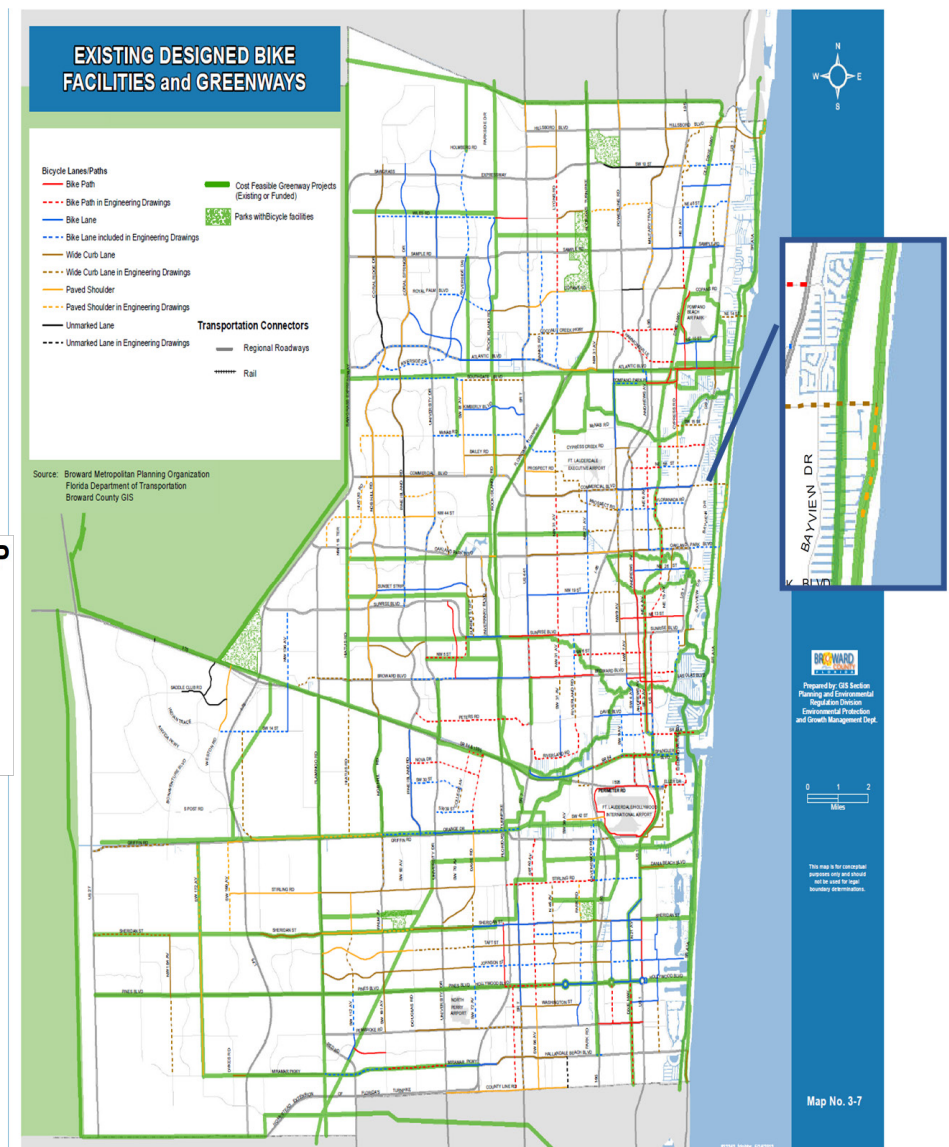
NS Roadway	EW Roadway	From	To	Direction	Sidewalk Location	Sidewalk	Posted Speed Limit	Comments	Bicycle Facilities
	Lombardy Ave	W Tradewinds	Seagrape Dr	None	N/A	F	25		None
	Corsair Ave	W Tradewinds	Seagrape Dr	None	N/A	F	25		None
	Oceanic Ave	W Tradewinds	Seagrape Dr	None	N/A	F	25		None
E. Tradewinds	Oceanic Ave	Oceanic Ave	S Tradewinds Ave	None	N/A	F	25		None
	Algiers Ave	W Tradewinds	Seagrape Dr	None	N/A	F	25		None
	Bombay Ave	W Tradewinds	Seagrape Dr	None	N/A	F	25		None
	Neptune Ave	W Tradewinds	Seagrape Dr	None	N/A	F	25		None
	Harbor Dr	W Tradewinds	Seagrape Dr	None	N/A	F	25		None
	Commercial Blvd	City Limit	Seagrape Dr	EB/WB	5' Both Directions	A	30		None
	Commercial Blvd	Seagrape Dr	Ocean Drive A1A	EB/WB	10+ ' Both Directions	A	30		4' Bicycle Lanes, EB/WB
	Commercial Blvd	Ocean Drive A1A	Beach	EB/WB	10+ ' Both Directions	A	30		No bike lanes NB/SB
	Basin Dr	W Tradewinds	E Tradewinds Ave	None	N/A	F	25		None
	Basin Dr	E Tradewinds Ave	Seagrape Dr	None	N/A	F	25		None
	Miramar Ave	W Tradewinds	E Tradewinds Ave	None	N/A	F	25		None
	Capri Ave	W Tradewinds	E Tradewinds Ave	None	N/A	F	25		None
	S Tradewinds Ave	W Tradewinds	E Tradewinds Ave	None	N/A	F	25		None
W. Tradewinds		N Tradewinds Ave	S Tradewinds Ave	None	N/A	F	25		None
Poinciana St		Pine Ave	Friedt Family Park	NB/SB	5' Both Directions	B	25	High Levels of Vehicular Traffic, Low comfort (lack of shade and rest benches)	
Poinciana St		Friedt Family Park	Commercial Blvd	SB	5' SB (west side)	B	25		
Bougainvilla Dr		Pine Ave	Friedt Family Park	NB/SB	5' Both Directions	B	25	High Levels of Vehicular Traffic, Low comfort (lack of shade and rest benches)	No bike lanes NB/SB
Bougainvilla Dr		Friedt Family Park	Commercial Blvd	NB	5' NB (east side)	B	25	High Levels of Vehicular Traffic, Low comfort (lack of shade and rest benches)	No bike lanes NB/SB
Bougainvilla Dr		Commercial Blvd	Hibiscus	NB/SB	5' Both Directions	B	25	High Levels of Vehicular Traffic, Low comfort (lack of shade and rest benches)	No bike lanes NB/SB
Bougainvilla Dr		Hibiscus	A1A merge	SB	5' SB (west side)	B	25	High Levels of Vehicular Traffic, Low comfort (lack of shade and rest benches)	No bike lanes NB/SB
SeaGrape		N Tradewinds Ave	Hibiscus	SB	6' SB (west side)	B	25	Lack of comfort benches, Obstructions trees	No bike lanes NB/SB
SeaGrape		Commercial	Shore Court	NB	6' NB (east side)	F	25	Obstructions, drains, trees, Poorly marked, High levels of veh. Interaction	No bike lanes NB/SB
	Basin Dr	E Tradewinds Ave	Seagrape Dr	None	N/A	F			None
	Marine Ct			None	N/A	F			None
	Lake Ct			None	N/A	F			None
	Datura	Poinciana	Beach	EB/WB	5' Both Directions	B		Obstructions, Meters at beach access	None
	Shore Ct			EB	5' EB (south side)	A			None
	Garden Ct			EB	5' EB (south side)	A			None
	E Hibiscus	Bougainvilla	Beach	EB/WB	5' Both Directions	B		Moderate Levels of Vehicular Traffic, Low comfort (lack of shade and rest benches)	None
	Tropic Dr			None	N/A	F			None
	W Hibiscus Ave			None	N/A	F			None
	Allenswood			None	N/A	F			None
	Palm	A1A	Beach	EB/WB	5' Both Directions	B		Moderate level Vehicular Traffic	None
	Imperial Lane			None	N/A	F			None
	Codington Dr			None	N/A	F			None



Existing Bicycle Facilities

Bicycle facilities currently exist, but in limited areas of the Town. There are only on-road shared routes (painted sharrows with limited signage) on adjacent roadway SR A1A Ocean Drive, and Commercial Boulevard.

According to Broward County Existing Designed Bike Facilities and Greenways Map (shown below), an existing wide curb lane is shown on engineering drawings along Commercial Boulevard, a paved shoulder in engineering drawings is shown on El Mar Drive south of Commercial Boulevard, and cost feasible greenway projects (existing or funded), are shown along A1A and El Mar Drive. The Town has chosen to do improvements on El Mar Drive on their own outside of the Greenway Project.





BICYCLE FACILITY TYPE

Bicycle facility planning must take into account varying levels of skill, experience, and age. As a coastal community, the Town has highly skilled riders riding in pelotons along A1A, an observable fact on the weekends in the morning. At the same time, as a diverse community with a higher percentage of seniors, families with children, visitors and vacationers, who may ride for recreation, Lauderdale-By-The-Sea must also account for differences in perception of safety and the ability to navigate more difficult travel circumstances which naturally occur on roadways with higher levels of vehicular traffic.

Bicycling facilities vary in the level of access and separation from traffic, and allow for different facilities to be developed which can accommodate the different populations in Lauderdale-By-The-Sea.

Shared Use Path: Off-road facilities shared with pedestrians. Generally, pathways are a minimum of 5 feet in width for each direction. Also known as Mixed-use paths.



Shown: Cyclists using Bike Lanes on A1A

Cycle Tracks: Bicycle facilities separated from vehicular traffic, with potential grade separation with roadway and/or sidewalks for pedestrians. Each cycle track should be approximately 5 feet in width, and are separate from sidewalks.

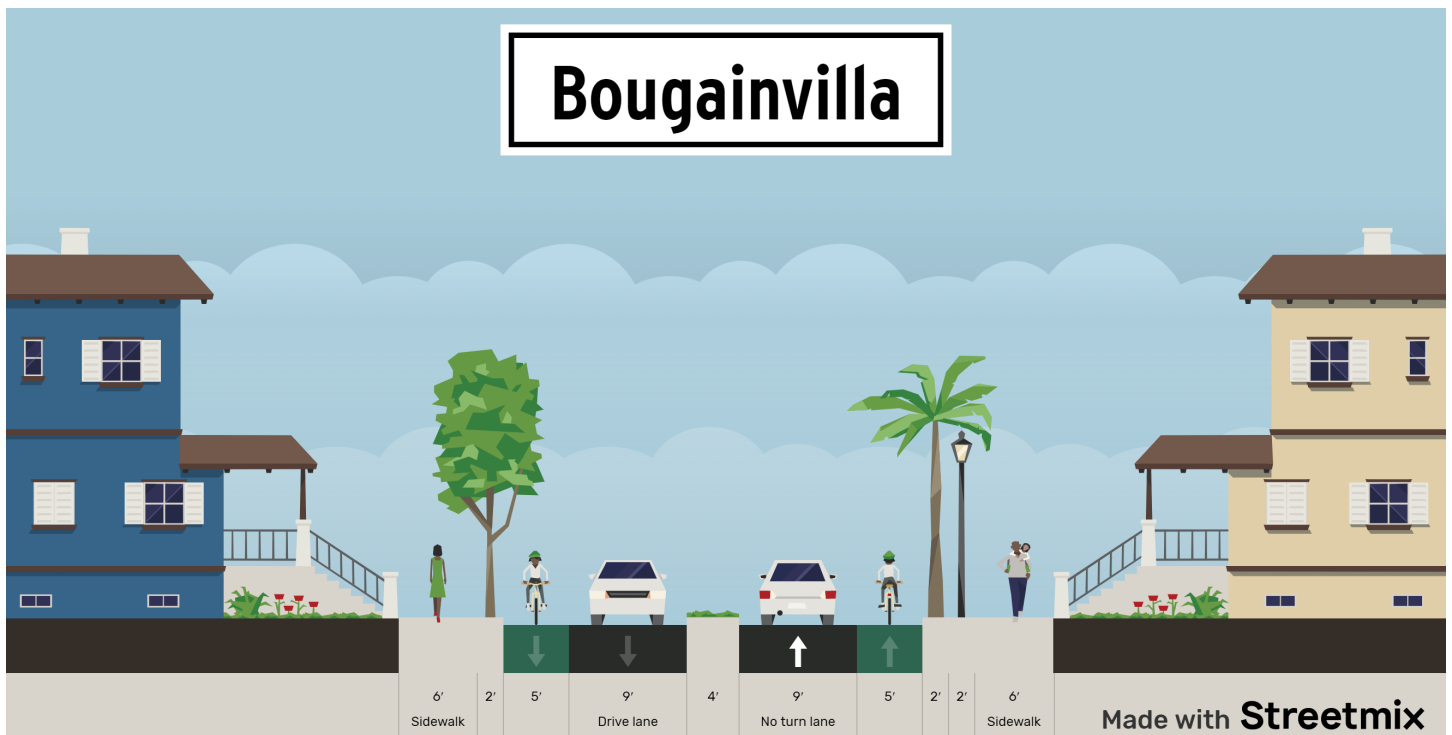
Bike Lanes: On-Road facilities designated for bicycles with a minimum of 4 feet in width, which may or may not have at grade separation from vehicles through buffer striping or barriers.

Sharrows: On-road bicycle facility where bicycles share designated lanes with vehicular traffic.

Different bicycle facilities require different dedications of right-of-way. Sharrows share the travel lane, and therefore do not need extra space, but all other forms of bicycle facilities will require at least 8' total, 4' to and 4' coming back from the destination.

Each of these alternatives may be implemented based on local conditions and/or local preference. Specifically, the level of need for separation between pedestrians, bicycles, and vehicles should be considered. Generally, in high vehicular traffic areas, increased separation between bicycles and vehicles should be implemented, removing sharrows, and in some cases, bicycle lanes from consideration. In planning for pathways with high pedestrian activity, there should be a higher degree of separation between bicyclists and pedestrians, deemphasizing shared use paths as a viable option. The available right-of-way also serves as a constraint for facility development.

Different riders have different expectations and experiences. Planning for Lauderdale-By-The-Sea should take into consideration that there are two distinct ridership groups, the more experienced bicyclists, who would be comfortable on the Town's bicycle lanes, and the average person, who would not, and require either facilities that are separated (i.e. bicycle lanes with a barrier, shared-use paths), or on an alternative street with less and/or slower traffic. It is important to note that the Town has no jurisdiction over A1A.



The above is for illustrative purposes only. With a 50' right-of-way it may be possible to add 4' bike lanes and 6' sidewalks to Bougainvillea.



BICYCLE LOS STANDARDS

Level of Service (LOS) standards are commonly used to evaluate roadway conditions for traffic flow. The following standards—based on sidewalk conditions, supporting amenities, and the overall bicycling environment quality—were utilized:

- **LOS A:** On and off street facilities, low level of interaction with motor vehicles, appropriate for all riders;
- **LOS B:** Low level of interaction with motor vehicles, appropriate for all riders;
- **LOS C:** Appropriate for most riders, some supervision may be required, moderate interaction with motor vehicles;
- **LOS D:** Appropriate for advanced adult bicyclists, moderate to high interactions with motor vehicles;
- **LOS E:** Cautious use by advanced adult riders, high interactions with motor vehicles;
- **LOS F:** Generally not safe for bicycle use, high level of interactions with motor vehicles.



Lauderdale-By-The-Sea BICYCLE LEVEL OF SERVICE MAP



Legend

 Lauderdale by the Sea Boundary

Bicycle Level of Service

- A
- B
- C
- D
- E
- F



0 0.2 0.4 0.8 Miles

Prepared By:



Engineers • Planners • Program Managers • Environmental Scientists

Helping communities since 1970

Date: 2/15/2020



The Bicycle LOS table provides a ranking of all segments of the Bicycling Network for the entire Town. Major and minor corridors were inventoried and were then evaluated for their quality and level for service. The segments were broken up at logical points, and then analyzed for LOS score assignment.

Bicycle LOS

Roadway	From	To	Direction	Bike LOS	Road Type	Posted Speed Limit	Grade Separated	Travel Lanes	Existing Bicycle Facilities	Grade Separated
Ocean Drive A1A	Northern Town Limit	Commercial Blvd	NB/SB	C	State Minor Arterial	35	Y	2	4' Bicycle Lanes, NB/SB, Poorly Marked, Moderate Level of Vehicle Interaction	Sidewalk Y
Ocean Drive A1A	Commercial	Imperial	NB/SB	C	State Minor Arterial	35	Y	2	4' Bicycle Lanes, NB/SB, Poorly Marked, Moderate Level of Vehicle Interaction	Sidewalk Y
Ocean Drive A1A	Imperial	Codington	NB/SB	F/None	State Minor Arterial	35	NA	4	N/A	Sidewalk Y
El Mar Dr	Pine Ave	Palm Ave	NB/SB	F/None	Local Collector	25	N	4	N/A	N
SeaGrape	Pine Ave	Hibiscus	NB/SB	F/None	Local Collector	25	N	4	N/A	N
Commercial Blvd	Town Limit	Ocean Drive A1A	EB/WB	C	State Minor Arterial	25	Y	4	4' Bicycle Lanes, EB/WB, High Level of Vehicle Interaction	Sidewalk Y
Commercial Blvd	Ocean Drive A1A	Beach	EB/WB	F/None	State Minor Arterial	25	NA	2	N/A	Sidewalk-Y

Overall, the Town lacks bicycling facilities, and bicyclists rely on riding on the street or sidewalk, especially on collectors. Overall, current levels of infrastructure are viable for more advanced riders but are not optimal for riders of all ages. For these folks, the grid is incomplete, and would likely result in them not riding. The level of infrastructure is reflected in averaging the LOS grade across the system, which rates around a LOS D, "Appropriate for advanced adult bicyclists, moderate to high interactions with motor vehicles."

While transportation planning heavily relies on vehicular traffic data, actual counts for bicyclists (and pedestrians for that matter) in the same manner as vehicular counts do not exist on a widespread level. Technology for bicycle counts is being tested and should be a consideration for the Town to incorporate into its planning processes as they become available (see Technology Section).

Bicyclists ride throughout the Town, especially along A1A, El Mar Drive, Poinciana Street, Bougainvillea Drive, Washington Avenue, and Seagrape Drive. These roadways should be prioritized for bicycle infrastructure development due to existing usage. A1A and El Mar Drive have overlapping activity which require larger facilities for bicyclists and walkers. Where right-of-way is limited on these roads, combining facilities to create shared-use paths may be beneficial towards creating a multimodal system as it will provide more space overall for bicyclists and pedestrians. Planning must take into account



anticipated needs, and for network completion, understanding that an individual will more likely use a system if it provides a safe and viable path between origin and destination.

The average bicycle rider in the Town may not currently be riding because the existing grid is incomplete. While sharrows on regular roadways are allowed for bicycle usage, it doesn't always translate to a comfortable path for the average rider, especially for youth and parents. Further, if the existing grid is on a roadway which they are uncomfortable on, it may be no different than a gap in the system.

► WAYFINDING

The ability to navigate through a region is informed by landmarks, natural features, signs, and other visual cues. Wayfinding is a cost-effective and highly visible way to improve the pedestrian and bicycling environment by familiarizing users with the network, helping users identify the best routes to destinations, addressing misperceptions about time and distance, and helping overcome a barrier to entry for infrequent cyclists (e.g., "interested but concerned" cyclists). The City of Thunder Bay in Vancouver implemented a successful wayfinding plan that not only orients people to their locations but also promotes tourism and economic development while capitalizing on the uniqueness of the city. Tampa's successful downtown wayfinding program connects 300,000 annual visitors to major destinations in the City.

Currently, Lauderdale-By-The-Sea does not have a wayfinding system for bicyclists. However, bicyclists can benefit from a cohesive wayfinding system to reach these destinations. These signs can also include both distance to destination and expected time to destination. Generally, signs should be placed at the convergence of two or more routes, and assist bicyclists in finding their way to key destinations. The inclusion of bicycle wayfinding should be implemented in the Town as this improvement allows for motorists to be aware of bicyclists in the area. However, care must be taken to not clutter the right-of-way with signage.

A bikeway wayfinding system is typically composed of signs indicating direction of travel, location of destinations, and travel time/distance to those destinations; pavement markings indicating to bicyclists that they are on a designated route or bike boulevard and reminding motorists to drive courteously; and maps and mobile apps providing users with information regarding destinations, bicycle facilities, and route options.



B-Cycle Map



Source: segd.org



Pedestrian Directional Sign Bicycle Directional Sign

Source: tbnewswatch.com



► LANE MARKINGS

In Lauderdale-By-The-Sea, existing bicycle lanes are only marked by white lines on the roadway. Generally, bicycle facilities should be visibly marked, and increased visibility will result from using green lane markers. Bicycle Lanes and Cycle Tracks should be marked with green lanes where possible.



▼ BIKE BOXES

A bike box is a designated area at the head of a traffic lane at a signalized intersection that provides bicyclists with a safe and visible way to get ahead of queuing traffic during the red signal phase. Appropriate locations include:

- At signalized intersections with high volumes of bicycles and/or motor vehicles, especially those with frequent bicyclist left-turns and/or motorist right-turns
- Where there may be right or left-turning conflicts between bicyclists and motorists
- Where there is a desire to better accommodate left-turning bicycle traffic
- Where a left turn is required to follow a designated bike route or boulevard or access a shared-use path, or when the bicycle lane moves to the left side of the street
- When the dominant motor vehicle traffic flows right and bicycle traffic continues through (such as at a Y intersection or access ramp)



Lauderdale-By-The-Sea should consider implementing Bicycle Boxes on at signalized intersections roadways with bicycle lanes. Specifically, these should be considered on A1A and Commercial Boulevard as initial locations for implementation. However, the implementation of these facilities at all signalized intersections on the major arterials should be considered for a standing policy adopted by the Town.

PROPOSED BICYCLE NETWORK

The goal is to create a bicycle network with access from single family residential areas to beach access points and Commercial Boulevard. This network would provide for shared lanes/sharrows, greenways and/or bicycle lanes. This grid would be geared towards both experienced and casual riders, to provide connections to the local community, but could go further in providing for parallel routes for the bicycle lanes on roadways with high traffic speed and/or traffic and to connect more of the neighborhoods (A1A).

Options such as creating a bi-directional shared-use path on one side of narrower roadways, such as Washingtonia Avenue could be considered; however, this would require a potentially costly realignment of the existing roadway travel lanes. Given the nature of Lauderdale-By-The-Sea's grid, the most direct path for travelers across the Town are on Commercial Boulevard (east/west) and A1A (north/south). Having protected, shared-use paths on roadways is preferred from a technical standpoint. Overlaying the grid on lower traffic, lower speed roadways, such as Seagrape Drive, Bougainvillea Drive, Poinciana



Street, Hibiscus Avenue, Palm Avenue, Datura Avenue, and Pine Avenue, will still provide access to the commercial corridors, and would therefore allow the same location types to be accessed by users of varying skill and experience.

BIKESHARE

Bikesharing is a system by which riders can rent a bicycle and ride to their destination and park their bicycle at the next station. Riders have the option of utilizing an annual subscription or pay by hour. Strategic placement of facilities is also important.

Lauderdale-By-The-Sea in conjunction with Broward County launched Broward B-Cycle. B-Cycle is a privately funded enterprise and not part of the county transportation network. However, it effectively connects to mass transit. The B-station location is just north of Commercial Boulevard on North Ocean Drive (A1A). Electric bicycles and classic bicycles are available to rent for a fee. Two membership levels are available, a 7-day and annual, as well as a guest pass. The first half hour of every trip is free, and every 30 minutes thereafter is billed at a rate of \$5.00 with \$25.00 as the maximum daily rate. B-Cycle offers senior, student, and military discounts.



Bikeshare usability, however, is dependent on the existing bicycle facilities, and perception of safety. Within Lauderdale-By-The-Sea, for bikeshare to be viable, not only do stations have to be strategically placed, but bicycle facility improvements need to occur on roadways in order to encourage ridership.

Legend



Public Beach Access Points

Beach Access Locations





AMENITIES AND QUALITY OF INFRASTRUCTURE

Bicycle pathway infrastructure should be supplemented by amenities which allow for bicycling to be a more viable mode of transportation within the Town. Basic amenities such as bicycle lockers and racks at destinations are as important to bicyclists as parking spaces are for drivers, because of the need of a secure space. Other amenities such as shade and rest areas are important for riders because of the South Florida weather, and comfort for alternative modes is a consideration for people used to the comfort and air conditioning of a car.



Bike Lockers
Source: bikelid.com

Hotels, motels, and apartment hotels receive exemptions from parking requirements for bicycle parking spaces, per Section 30-318 of the Town Code. However, the standard does not currently require bicycle parking or bicycle racks. Bicyclists, similar to pedestrians, are exposed to the elements, and would benefit from shade and rest areas.

Lauderdale-By-The-Sea is known for its beautiful beaches and experiences a high volume of pedestrian, bicycle, and vehicular activity along its beach corridors, A1A (Ocean Drive) and El Mar Drive. There are ten (10) public beach access points in the Town.

- | | | |
|------------------------|-------------------------------|--------------------|
| 1. A1A North | 5. El Prado Park | 8. Datura Avenue |
| 2. A1A South | 6. Commercial Boulevard North | 9. Hibiscus Avenue |
| 3. Pine Avenue | 7. Commercial Boulevard South | 10. Palm Avenue |
| 4. Washingtonia Avenue | | |

Beach Access Point	Bicycle Storage	Accessibility
Ocean Drive North	No	Good
Ocean Drive South	No	Good
Pine Avenue	Yes	Fair, Needs closer midblock crossing
Washingtonia Avenue	Yes	Poor, Needs intersection improvement for better accessibility
El Prado Park	Yes	Good, Needs lit crosswalks, high pedestrian traffic area
Commercial Boulevard North	Yes	Good
Commercial Boulevard South	Yes	Poor, Needs better sidewalk connectivity
Datura Avenue	Yes	Poor, Needs intersection improvement for better accessibility, Needs sidewalk improvement (obstructions-meters)
Hibiscus Avenue	No	Poor, Needs intersection improvement for better accessibility
Palm Avenue	Yes	Poor, Needs intersection improvement for better accessibility, Needs sidewalk improvement (obstructions-mailbox)



Completing the accessibility grid to these key locations is one objective of this study. Additionally, ensuring these access points have proper pedestrian and bicycle facilities is key. Several beach access points have cracked sidewalks. Obstructions such as parking meters or mailboxes are also found at these locations. Most beach access locations do not have marked crosswalks.





Transit

Broward County Transit (BCT) has partnered, since 1991, with numerous municipalities in the county, providing Community Shuttle Transportation Services. BCT continues to provide partial capital and operating/maintenance funding support for Lauderdale-By-The-Sea, as well as technical support including training, service planning, scheduling, and installation of shuttle stop signs. The Town of Lauderdale-By-The-Sea Community Shuttle Service, also known as the Pelican Hopper, offers free public transportation. Pelican Hopper Shuttles provide service through the Town and to Holy Cross Hospital, Monday through Saturday. Service is not available on certain holidays. The shuttle is wheelchair accessible and equipped with bicycle racks. A real-time tracker desktop and smart phone application is available that provides location assistance. The Pelican Hopper also connects to other public transportation, allowing connectivity to BCT routes 11, 36, 55, and 72. The Pelican Hopper stops at the following locations:

1. Village Shopping Center
2. Lauderdale-By-The-Sea Town Hall
3. Holy Cross Hospital & US 1
4. Commercial Boulevard & Seagrape Drive
5. Palm Avenue & A1A
6. Anglin Fishing Center
7. Village Shopping Center
8. Terra Mar Drive & A1A
9. SE 19th Street and A1A
10. Village Shopping Center





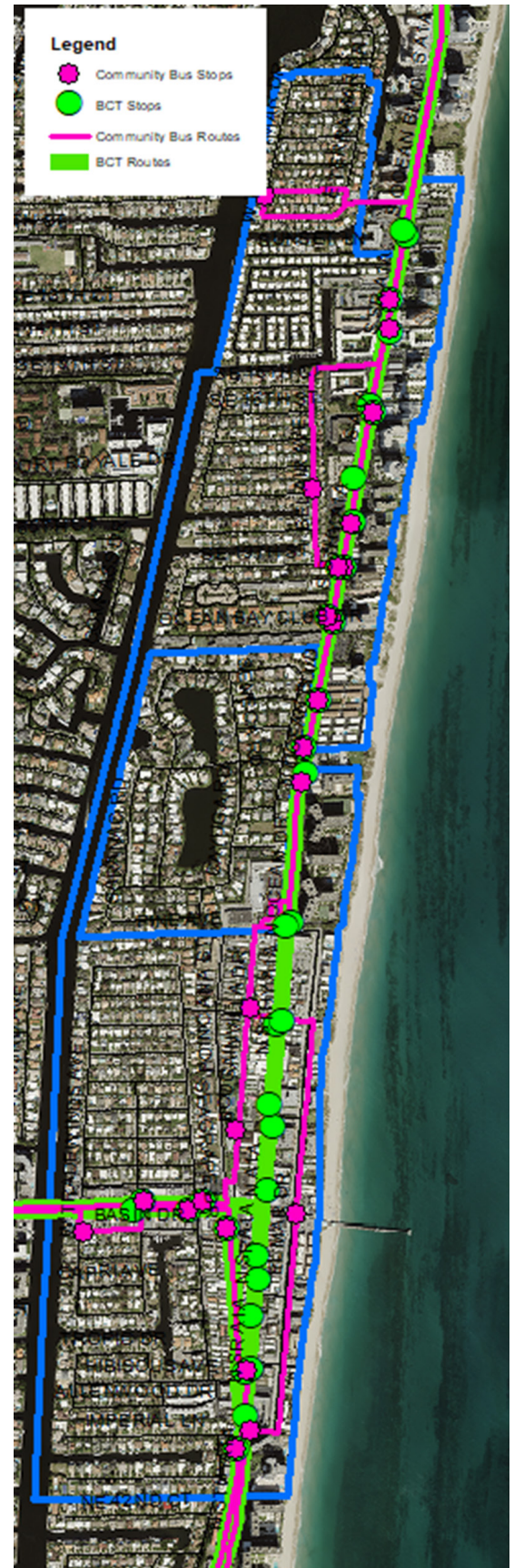
There are very few bus stops with shelters in Lauderdale-By-The-Sea. In order to create comfort for pedestrians waiting on transit, the Town is working with Broward County Transit on installing new shelters and associated street furniture (trash receptacles and bicycle racks) at stops within Lauderdale-By-The-Sea. Comfortable and accessible public transportation stops are key to creating a complete street network.

Community Bus Stops

STOP	DESCRIPT
945 A1A/GATE HOUSE R	
946 A1A/OCEANWALK T	
947 A1A/SE 19 S (S)	
948 A1A/SE 19 S (N)	
949 A1A/SE 15 S	
965 A1A & PALM CLUB DR	
968 A1A/SE 19 S	
969 A1A/OCEANWALK T	
970 A1A/GATE HOUSE R	
974 A1A/HIBISCUS A	
2457 COMMERCIAL B/TRDWNDS A E	
3430 A1A/IMPERIAL L	
3760 A1A/1421 Terra Mar	
4231 A1A/ATLANTIC BEACH VIL #5450	
5355 COMMERCIAL B/SEAGRAPE D	
5356 BOUGAINVILLE D/COMMERCIAL B	
5357 COMMERCIAL B/SEAGRAPE D	
8351 ANGLIN FISHING PIER	
8352 PALM A1A1A	
8356 W TERRA MAR D/SPANISH RIVER D	
8357 SE 21 A/SE 17 S	
8358 LAUDERDALE BY-THE-SEA TOWN HALL	
8377 BASIN D/COMMERCIAL B	
8378 BOUGAINVILLE D/WASHINGTONIA A	

Broward County Transit (BCT) Stops

STOP_ID	MAIN_STREE	CROSS_STRE	BENCH	SHELTER	SOLAR_LK
940 A1A	DATURA AVE		Y	N	N
941 A1A	COMMERCIAL BLVD		N	N	N
973 A1A	COMMERCIAL BLVD		N	N	N
974 A1A	HIBISCUS AVE		Y	N	N
969 A1A	OCEANWALK TERR		Y	N	N
938 A1A	PALM AVE		N	N	N
944 A1A	PINE AVE		Y	N	N
966 A1A	SE 15 ST		N	N	N
948 A1A	SE 19 ST		Y	N	N
968 A1A	SE 19 ST		Y	N	N
2399 A1A	SUNSET LN		N	N	N
971 A1A	WASHINGTONIA AVE		N	N	N
970 A1A	GATE HOUSE RD		Y	N	N
945 A1A	GATE HOUSE RD		N	N	N
939 A1A	HIBISCUS AVE		N	N	N
949 A1A	SE 15 ST		Y	N	N
965 A1A	PALM CLUB DR		Y	N	N
947 A1A	SE 19 ST		Y	N	N
967 A1A	#1717		Y	N	N
4231 A1A	GATE HOUSE RD		N	N	N
964 A1A	SUNSET LN		Y	N	N
943 A1A	WASHINGTONIA AVE		N	N	N
3760 A1A	SE 15 ST		Y	N	N
5356 BOUGAINVILLE DR	COMMERCIAL BLVD		N	N	N
5449 A1A	DATURA AVE		N	N	N
3430 A1A	IMPERIAL LN		N	N	N
942 A1A	L-B-S CITY HALL		N	N	N
972 A1A	EL PRADO (CITY HALL)		N	N	N
2400 A1A	PINE AVE		Y	N	N
946 A1A	OCEAN CLUB D		N	N	N
5355 COMMERCIAL BLVD	SEAGRAPE DR		Y	N	N
5357 COMMERCIAL BLVD	SEAGRAPE DR		Y	N	N
2457 COMMERCIAL BLVD	TRDWNDS AVE		Y	N	N
2488 COMMERCIAL BLVD	TRADE WINDS AVE		N	N	N





Safety

The Broward Sheriff's Office Lauderdale-By-The-Sea District (BSO) provides semi-annual traffic crash and citation data to the Town. BSO is also responsible for providing historical trend data. These efforts are a result of the Town of Lauderdale-By-The-Sea's 2018 Action Plan. The intent of Goal 2.4 is to reduce traffic, pedestrian, and bicycle violations through traffic enforcement. The Florida Department of Transportation (FDOT) awarded BSO Lauderdale-By-The-Sea District with funding for High Visibility Enforcement focusing on education and enforcement for pedestrian and bicycle safety at the middle of December 2017 through April 2018.

Year	Pedestrian Crashes	Bicycle Crashes	Fatalities	Fatality Location
2013	3	8		
2014	5	5		
2015	8	8	1 bicyclist fatality	A1A & Gatehouse Road
2016	2	5		
2017	3	9	1 pedestrian fatality	A1A & Gatehouse Road
2018	7	5		
2019	5	4		

Source: Florida Department of Transportation, State Safety Office

Based on the 2017 vs. 2018 Lauderdale-By-The-Sea Traffic Analysis provided by Broward Sheriff's Office, Ocean Drive and Commercial Boulevard were the top crash and citation locations in 2017. In 2018 this shifted to Ocean Drive and Bougainvillea Dr/Hibiscus Avenue.

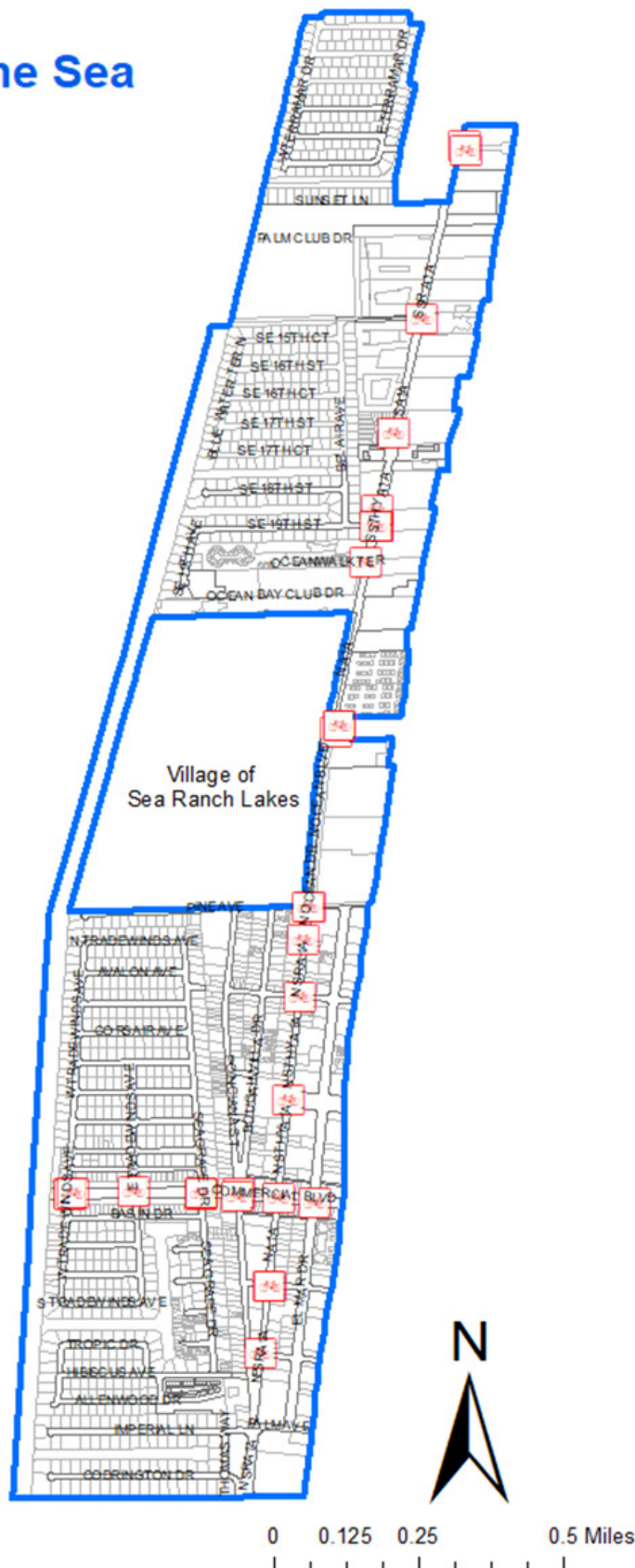
The Broward MPO Bicycle and Pedestrian Safety Action Plan (BPSAP), adopted in March of 2018, was created to provide safer walking and bicycling solutions for Broward County. The Plan focuses on areas where changes are needed and includes strategies for accomplishing these changes. The BPSAP will promote a region that:

- Prioritizes walking and bicycling through providing safe and comfortable facilities;
- Encourages people to walk and bike through educational campaigns and physical amenities;
- Enforces laws related to walking and bicycling safety with a focus on aggressive behavior from drivers;
- Evaluates the impact of changes to hold agencies accountable for outcomes; and
- Brings together agencies to work towards a common goal.

Safety is an additional consideration. Perception of safety from a bicyclist's viewpoint is contingent on knowledge of whether an area has had injuries or fatalities, and the amount of automobile and truck traffic. Also, different rider groups will perceive challenges to safe bicycle riding differently.



Bicycle Crashes



THE CORRADINO GROUP
Employees • Pilots • Program Managers • Environmental Scientists
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Date: 2/27/2020



Town of Lauderdale by the Sea

Pedestrian Crashes



Prepared By:



THE CORRADINO GROUP
Engineers • Planners • Program Managers • Environmental Scientists
Helping communities since 1970

Date: 2/27/2020



Vision Zero has been adopted by Broward County MPO. It is a road safety guiding principle that no traffic-related deaths are acceptable. This is understood to mean that safety should be the top priority of the transportation system. Vision Zero policies should be adopted in the Town of Lauderdale-By-The-Sea. Some have already been implemented, such as low speed limits. For further information please see <http://www.visionzeroinitiative.com/>

There needs to be a critical examination of pedestrian safety in high vehicle and pedestrian interaction locations throughout the Town, with respect to the existing and physical conditions and the use of traffic control devices. It is recommended that the Town of Lauderdale-By-The-Sea prepare a traffic engineering study to review pedestrian safety along the Commercial Boulevard and A1A corridors, and to provide recommendations for improvements. Commercial Boulevard has a high interaction of pedestrians, bicycles, and local and tourist vehicles.

The safety study should evaluate proposed and implemented bicycle lanes throughout, and pedestrian features at every signalized intersection. Mid-block crossings supplemented with high-emphasis pavement markings, patterned pavement, pedestrian warning signs, and Rectangular Rapid Flashing Beacon (RRFB) installations should be evaluated. The Town should prioritize safety and take positive action to protect its most vulnerable road users (pedestrians and bicyclists).

There are pedestrian crossing locations along Commercial Boulevard. Approximately 40,000 vehicles per day use the road which, with a speed limit of 30 mph, operates at a Level of Service F, indicating heavy congestion.

Numerous techniques can be considered to evaluate the most appropriate measures to improve the safety performance of the corridor with respect to pedestrians and bicyclists. Some of these techniques may include:

- Speed reduction
- Signage
- Additional rectangular Rapid Flashing Beacons
- Additional marked crosswalks
- Increased pedestrian head start and crossing times in each signal phase
- Pedestrian count down signals where not in place
- Lighting improvements
- Street safety education campaign
- Regular monitoring of progress

The Town can conduct a thorough study of the corridors to determine additional measures that can be taken to improve safety.

Additional countermeasures include:

- Pedestrian Signal Upgrades
- Pedestrian Signal Timing
- Street Lighting
- Mid-block Crosswalks
- Complete Street Concepts
- ADA facility upgrades
- Signs and Markings
- Bus Stop relocation
- Drainage Improvements
- Education



Additional countermeasures - bicycle:

- Green bike lanes in conflict areas
- Complete street concepts
- Bicycles share the road signs
- Bike/pedestrian warning signs on driveways
- New bike lanes
- State law – 3 foot clearance sign
- Other signs
- Street lighting
- Education/Enforcement
- Landscape maintenance

Increased stakeholder coordination and education and engineering strategies can assist in the achievement of safety improvements throughout the Town. Educational campaigns to increase pedestrian and cyclist safety behaviors as well as motorist safety awareness will help improve bicycle and pedestrian safety.

Pedestrian and Cyclist Technologies

Technological advancements in mobility for pedestrians and bicyclists for the purpose of improving safety planning and mobility can assist municipalities with planning. Automated pedestrian and bicycle counters, video cameras, crash databases, and GPS/mobile applications, to inform the public about bicycle and pedestrian safety improvements, are just a few. There are also data mining techniques, that can demonstrate an approach that can be applied to identify facilities with highest need of improvement.

Lauderdale-By-The-Sea is a seaside town with an area of about 1.5 square miles of land. This small size allows for many residential areas to be within walking and biking distance of the beach, or commercial areas near the beach. Applied technologies for pedestrians and cyclists can detect various transportation modes on roads, optimizing and harmonizing efficiency in walking, cycling, and even driving. The following technologies can be incorporated in the Town's existing streetscapes to improve the functionality of streets and sidewalks for tourists and residents. Improved streets and sidewalks can improve the quality of life in the Town of Lauderdale-By-The-Sea by allowing for safer mobility and choices for getting around, shifting more people out of cars especially for short trips by enhancing mobility and perception of safety for pedestrians and cyclists.

IN ROAD WARNING LIGHTS (IRWL)

In Road Warning Lights are a series of amber lights embedded in the roadway that face oncoming traffic. The lights are visible to approaching drivers as a warning that a pedestrian is in the marked crosswalk or near it. Lights can be activated by using a traditional push button, or an automatic sensor. In-road lights alert motorists that a pedestrian is preparing to cross a street. The pedestrian activates the system, and in-ground lights begin to flash in unison, warning the motorist that a pedestrian is in the vicinity of the crosswalk ahead. IRWL enhance safety of marked crosswalks. Locations with low pedestrian-visibility are good candidates for IRWL. IRWL improve pedestrian visibility and slow down vehicles when pedestrian crossings are occurring.



Source: Tapco.net



PEDESTRIAN HYBRID BEACONS (PHB)

PHBs are often considered for installation at locations where pedestrians need to cross and vehicle speeds or volumes are high, but traffic signal warrants are not met. These devices have been successfully used at school crossings, parks, senior centers, and other pedestrian crossings on multilane streets. PHBs are typically installed at the side of the road or on mast arms over midblock pedestrian crossings.



Pedestrian Hybrid Beacon - Source: nacto.org

EXTENDED TIME (TAP CARDS)

Extended time cards are beneficial for Using Radio Frequency Identification (RFID) technology, a reader detects designated RFIC card issued to elderly and disabled pedestrians which triggers the crossing light to extend. Targeted areas will consist of areas with larger aging populations.

AUTOMATED PEDESTRIAN DETECTION

Automated pedestrian detection devices can sense when a pedestrian is waiting at a crosswalk and automatically send a signal to switch to a pedestrian WALK phase. This detection is best suited for intersections near schools, or in areas with tourists who may not be familiar with push signals. Automatic pedestrian detection gives an advantage to pedestrians to change traffic lights. These sensors can reduce the percentage of pedestrians who cross roadways at inappropriate times. Some automated pedestrian detection devices are also able to determine whether a pedestrian needs more time to cross the roadway and will lengthen the crossing interval to accommodate the slower pedestrian.

LAMPOST CAMERA SENSORS

Camera vision technology sensors can capture what is on the street and process types of movements and patterns into numerical data. These sensors record data such as pedestrian movement, vehicle movement, parking activity and more. Ultimately, this data can evaluate traffic patterns, determine where bicycle lanes are needed, and give real-time accurate data to help with future planning. In addition, data can also be used by law enforcement in solving crimes. The compact area of Lauderdale-By-The-Sea allows for a variety of sensors and devices to be deployed and maintained.

SMART BICYCLE PARKING

Smart Bicycle Parking is an app-based parking system for bicycles. Parking capability is launched through a mobile app that identifies free spaces and keeps track of the time parked, and once the locker is unlocked and bike is retrieved, the app collects payment. Bicycle parking goes hand in hand with bicycle usage. Bike lockers provide long-term parking solutions for bicycles at an affordable price and offer the most protection for bicycles. These are often placed at bus or train stations to help with first mile/last mile connections. A service provider must be selected, and locations must be determined based on location of most trafficked bicycle areas.



Source: sfbike.org



Offering safe bicycle parking incentivizes more people to use bicycles. While short-term parking may be suitable for bicycle racks, bicycle lockers offer long-term parking solutions for bicycles at an affordable price and provide the most protection for bicycles, which is especially suitable in hot climates.

Funding

Future planning for additional bicycle and pedestrian-based infrastructure in the Town of Lauderdale-By-The-Sea is vital. During the development of the Pedestrian and Bicycle Circulation Enhancement Study, consideration was given to the evaluation of the existing transportation network, citizen participation, current and future land use patterns, and cost. The Town is responsible for providing transportation resources to its residents that are safe, reliable, and convenient. Additionally, the Town must make a diligent effort to secure various forms of funding in order to provide effective mobility and access, as well as exercise fiscal accountability and pursue innovative funding strategies. With increasing construction cost, and increased limitations on the ability to generate revenue, cities are creating partnerships with other jurisdictions as well as the private sector, in order to create new funding opportunities to finance projects.

The Trump Administration has promised to invest \$900 million in American infrastructure through the Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grants program. The funding has been awarded to 55 projects in 35 states. Miami-Dade County was the only project in South Florida to receive funding. The Underline Project is based on the design and construction of enhancements to a 10-mile corridor including separated bike and pedestrian facilities, lighting, wayfinding, and intersection safety improvements.

Fiscal Year 2019 BUILD Transportation grants are for investments in surface transportation infrastructure and have been awarded on a competitive basis to projects with a significant impact in their local or regional communities. BUILD funding supports roads, bridges, transit, rail, ports or intermodal transportation. The program selection criteria encompassed safety, economic competitiveness, quality of life, state of good repair, environmental sustainability, innovation, and partnerships with a broad range of stakeholders. The Department of Transportation has awarded 50% of BUILD Transportation grant funding to projects located in rural areas. For this round of BUILD grants, the maximum grant award is \$25 million, and no more than \$90 million can be awarded to a single State. A 20% match is required for the BUILD grant. The next round ends between May and July. BUILD grants for urban areas must at least be \$5 million in value. The Town of Lauderdale-By-The-Sea may have to collaborate with adjacent municipalities on a multi-city project in order to meet the requirements, as none of the projects are \$5 million.

Broward County MPO Needs Summary by Mode includes \$500-\$520 million for Bicycle and Pedestrian projects and \$20-\$47 million for Greenways. Between 2020 and 2045, \$12.8 billion is available to fund Commitment 2045 transportation improvements throughout Broward County.

The Surface Transportation Block Grant Program (FAST Act) is primarily for Federally-maintained roads, but exceptions can be made for: "Bridge and tunnel projects; safety projects; fringe and corridor parking facilities/programs; recreational trails, pedestrian and bicycle projects, and safe routes to school projects; boulevard/roadway projects largely in the right-of-way of divided highways; inspection/evaluation of bridges, tunnels, and other highway assets; port terminal modifications; and projects within the pre-FAST Act title 23 definition of "transportation alternatives." (23 U.S.C. 133(c))". Source: <https://www.fhwa.dot.gov/fastact/factsheets/stbgfs.cfm>



The Complete Streets and other Localized Initiatives Program (CSLIP) provides funding up to \$3 million for small local transportation projects which improve the safety and mobility for all transportation users in Broward. This competitive grant program can fund projects such as (but not limited to): complete streets projects, traffic calming and intersection improvements, ADA upgrades, mobility hubs, bus shelters, bike racks and technology advancements such as transit signal priority and traffic control devices.

PeopleForBikes Community Grant Program funds bicycle infrastructure projects and advocacy initiatives for rider safety. Non-profits, government agencies are eligible for this up to \$10,000 grant.

The FHWA Office of Human Environment's Measuring Multimodal Network Connectivity Pilots grant funds pilot projects using multimodal network connectivity measures for performance-based planning and/or project development. Pilot projects must include case study reports showing practical implementation of the FHWA Guidebook for Measuring Multimodal Network Connectivity. Eligible agencies are State DOTs, MPOs, and Regional TPOs. The FHWA share of the pilot projects will be up to \$100,000, with a matching requirement of at least a 20% non-federal share. In-kind contributions may count as match. (fdot.gov)



► GOALS AND RECOMMENDATIONS

The overall goal is to serve a variety of users from a bicycle and pedestrian perspective, so a multi-faceted approach is being recommended in this Plan. Walking and biking are modes that do not require the use of an automobile. Providing the ability to use these modes supports multimodal and intermodal initiatives that have been set forth by both Lauderdale-By-The-Sea and Broward County. An overall bicycle and pedestrian master plan linking the existing Town generators with the overall county system, coupled with the Town municipal circulator routes connected with the Broward County Transit routes, and the potential of internal traffic calming projects would make Lauderdale-By-The-Sea a model for intermodal suburban communities in the county.

RECOMMENDATION

There needs to be proper bicycle and pedestrian counts. These are essential to:

- Establish the current level of activity
- Identify facilities for improvement
- Conduct before-and-after evaluations of new programs and facilities
- Provide a baseline to monitor trends with future counts
- Counts are needed in order to begin working on a methodology to study the relationship between walking and cycling activity and prioritize investment.

Pedestrian Improvements

NETWORK COMPLETION

The pedestrian network in the Town needs to be complete. The Town has focused its efforts on Commercial Boulevard, creating a beautiful and comfortable walking environment. However, access to the corridor needs improvement. All main access streets should have either a sidewalk or a shared use path. Main roadways which serve the beach access points and commercial corridor should have a minimum of 6-foot sidewalks. A challenge in implementing sidewalks throughout the district include the need to acquire additional right-of-way on the streets which do not have sidewalks on both sides of the street. These should be implemented either through investment by the Town, or as a requirement for new or redevelopments coming in to ensure adequate pedestrian facilities exist.

The issue of midblock crossing near parking areas on Commercial Boulevard can be resolved by installing bollards with landscaping.



COMFORT

Seating and shade is necessary to create a comfortable walking environment for pedestrians. Seating is ample along the commercial corridor, but lacking elsewhere. Shade is also lacking in many areas; shade trees should be placed at regular intervals, especially at seating areas and bus stops without shelters. Lauderdale-By-The-Sea is currently working with Broward County Transit to place shelters at locations where there are none. Upon project completion, 23 of 29 transit stops could have shelters in place.



BLOCK LENGTH AND WALKING DISTANCE IMPROVEMENTS

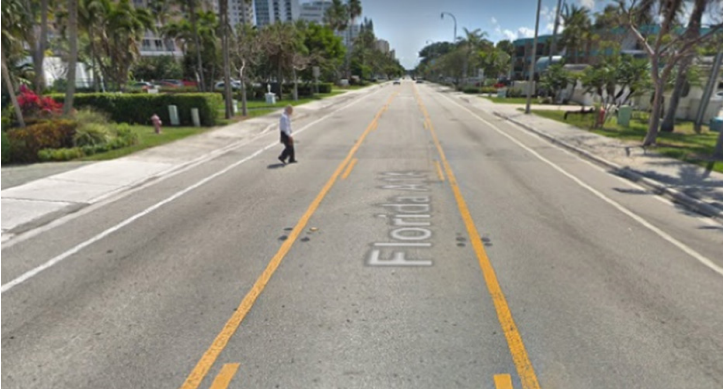
In areas with short block lengths, closely spaced intersections ensure that pedestrians can easily find crosswalks without having to go out of their way, but many areas have long blocks with widely-spaced intersections and fewer crossing opportunities. Mid-block crosswalks may provide a convenient crossing for pedestrians when other crossing opportunities are distant, or where a destination creates high crossing demand. Site-specific analysis and environmental clearance would be required for any proposed mid-block crossing to identify whether it would result in or contribute to unacceptable levels of service or delay to transit vehicles. These improvements may include:

- Flashing beacons
- Raised median midblock pedestrian crossing
- Special Intersection Paving

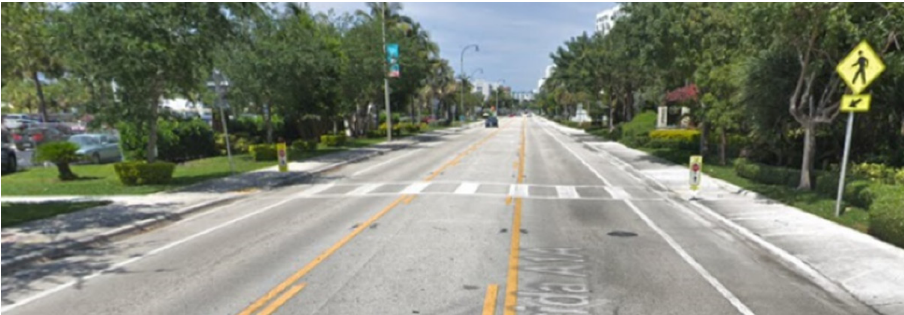


Addressing walking distance to beach access points and commercial areas will enhance mobility and accessibility. These improvements are particularly needed to address lack of connectivity between the east and west side of roadways. The following lists the intersections at which improvements could be made to allow for safe pedestrian crossings:

1. A1A and Palm Club Drive - midblock crossing at this location.



2. A1A midblock crossing at approximately Coral Reef Drive signalization improvements.



3. Sidewalk improvement to beach access behind Mulligans.





4. Seagrape Drive between Commercial Boulevard and Hibiscus Avenue - midblock crossing.
5. Seagrape Drive and Washingtonia Avenue crosswalk improvements.



6. Washingtonia Avenue and Poinciana Street - Intersection crosswalk improvements.
7. Poinciana Street and Friedt Family Park - midblock crossing.





8. Bougainvillea Drive and Friedt Family Park - midblock crossing to access beach.



9. Bougainvillea Drive north of Friedt Family Park - existing midblock signalization improvements.
10. A1A and Hibiscus - Midblock crossing to Visitor Center.

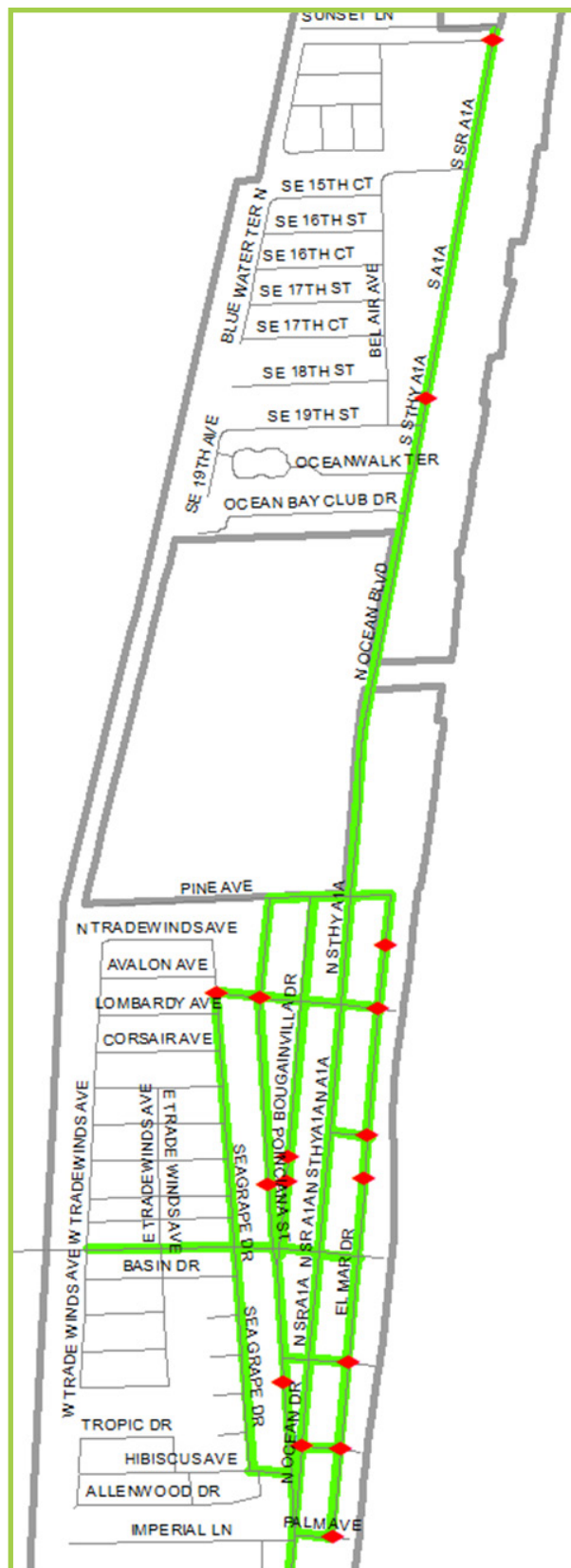




The Conceptual Pedestrian Network Map shows the conceptual pedestrian network, including sidewalks/shared use paths, and crossings. The Town should:

- Acquire land as needed for sidewalk rights-of-way as desired.
- Repair sidewalks and/or remove obstructions
- Begin completing the Sidewalk Network
- Provide additional shade, shelter, and seating
- Create Mixed Use Paths to continue to complete the sidewalk network
- Develop possible greenways
- Enhance crossings

*Conceptual Pedestrian Network
Enhanced Crossings*



Legend

- ◆ Enhanced Crossings



Traffic Calming

The Town should over time reduce the neighborhood vehicular speed from 25 to 20 mph on all local roads, especially those next to heavily used roadways such as Seagrape Drive. The various types of traffic calming devices such speed humps and chicanes, as described earlier in the study, may be useful to slow speeds on Lauderdale-By-The-Sea's neighborhood roads. It is recommended that the Town conduct a traffic calming speed study to determine if and what type of traffic calming devices are needed on the following roadways:

1. Codrington Drive
2. Imperial Lane
3. Bougainvilla Drive
4. Poinciana Street
5. Seagrape Drive
6. West Tradewinds Avenue
7. Washingtonia Avenue
8. Basin Drive
9. Pine Avenue





Bicycling Enhancements

Bicycling can serve as a mobility option once the appropriate infrastructure is in place. Bicycle facilities come in multiple forms and function for travel and storage. Storage bicycle racks and lockers can also double as public art. Bicycle facilities for travel range from sharrows to bike lanes, shared use paths and cycle tracks, as discussed earlier. Existing connections in the Town need to do the following:

- Connect to and from the region;
- Integrate the neighborhoods into the connection;
- Create ease of internal mobility; and
- Better connect the west single-family homes to the beach and the commercial areas.

Local bicycling facilities were evaluated and included as well as the LOS for the facilities. The amount of bicycle parking is sufficient in some areas of the Town, but not in others. Bicycle facility recommendations are provided below:

- Complete the bicycle network grid
- Improve existing bicycle facilities
- Provide additional BShare stations at north and south end of A1A and/or El Mar Drive
- Provide bicycle racks at the following locations:
 - Beach Access point at approximately North A1A 1600 S. Ocean Avenue
 - Beach Access point at approximately S. A1A Ocean Club Drive
 - Beach Access point at Hibiscus Avenue
 - Beach Access point near El Mar Drive south of Commercial Boulevard (behind Mulligans restaurant)
 - North side of Commercial Boulevard between A1A and El Mar Drive

The existence of multiple groups with divergent needs raises the question: What are the appropriate facilities for Lauderdale-By-The-Sea? Accommodating different groups in a diverse community means that the Town should be planning for an integrated bicycle grid with multiple options, such as:

BIKE LANES

Bicycle lanes should be at least 4' in width on each side of the roadway except for one-way streets and should be marked in green paint. Bike lanes are recommended for A1A, Bougainvillea Drive (north of Commercial Boulevard), Washingtonia Avenue, Poinciana Street, and Seagrape Drive.

SHARED-USE PATHS

Also known as mixed-use lanes, shared-use path generally should be 10' in width, though more space can be given as necessary. Due to the combination of uses, shared-use paths are good candidates for areas with more limited right-of-way available, or where more space for both pedestrians and bicyclists are desired.





SHARROWS

Other roadways within the grid are designated as sharrows. While technically bicyclists can ride on any roadway, as bicycles are legally defined as vehicles, the purpose of designating specific roadways is to 1) Create a knowledge system of routes for potential riders; 2) Ensure that markings are in place to warn drivers; 3) To provide a focal point for additional “greenway” landscaping when possible, and 4) To provide a system which allows for continued monitoring for traffic calming and other needs to ensure continued safety. Roadways in the grid designated as sharrow roadways are: Tradewinds Avenue, both West and East, and Bougainvillea Drive, south of Commercial Boulevard.

Additionally, bicycle parking requirements could be modified, and additional racks and lockers could be installed at key hub locations. The Town may consider implementing bicycle parking/rack requirements for new commercial and multi-family developments.

Minimum requirements for bicycle parking or racks for residential and commercial developments could be implemented to create additional facilities.

The Town should explore utilizing protected bicycle intersections such as bike boxes, at locations with high traffic, such as A1A and Commercial Boulevard.



Bike Racks are needed at the following locations:

1. Beach Access point at approximately 1600 S. Ocean Drive (A1A)
2. Beach Access point north of Sea Watch Restaurant
3. Beach Access point at Hibiscus Avenue
4. Beach Access point near El Mar Drive south of Commercial Boulevard (behind Mulligans restaurant)
5. North side of Commercial Boulevard between A1A and El Mar Drive

BICYCLE EDUCATION

It is believed that recommendations will be best implemented if they are administered by a committee that can help craft various policies or educational efforts and make recommendations to the Town Commission. For staff to administer to such an effort alone, on top of their existing responsibilities could be overburdening. As such a Bicycle/Pedestrian Committee is recommended to be tasked with developing bicycle and pedestrian programs such as a public education campaign. This is a multi-faceted effort that could encompass the following:

- Developing a bicycle facilities map
- Developing a bicycle brochure discussing safety, equipment, etc.,
- Working with local partners to assist in the development and funding of educational materials, and needed equipment such as helmets, etc.,
- Coordinating with local groups to discuss the benefits of biking and walking

This group could also assist in circulating the educational material with local merchants to make cycling and walking a more accepted practice in the Town.



As a result of the existing conditions analysis and public input about fifty projects were developed in four project classifications:

- Pedestrian Focused Improvements
- Bicycling Focused Improvements
- Traffic Calming
- Planning & Design

Lauderdale-By-The-Sea can fund these projects from a variety of sources. Most of the sidewalk additions and repairs would typically come from its capital improvement budget, or transportation fund. Grant opportunities exist on many levels.

Conceptual Project List

Rank	Facility	From	To	Recommended Improvement	Project Type	Planning Level Cost Estimates
1	Hibiscus	Seagrape	Bougainvilla	Construct 230 linear feet of 5' sidewalk to connect existing sidewalk grid	Pedestrian Focused Improvements	\$7,088
2	Townwide			Policy/Ordinance regulating no new sidewalk facilities to be built with obstructions	Pedestrian Focused Improvements	\$3,000 - \$8,000
3	Townwide			Policy/Ordinance regulating golf carts		\$3,000 - \$8,000
4	Seagrape			Crosswalk at Washingtonia to provide connectivity from west to east 2 ramps 2 detection strips	Pedestrian Focused Improvements	\$41,472
4	Bougainvilla			Crosswalk improvements @ Hibiscus (ramps, detection strips (2), paint)	Pedestrian Focused Improvements	\$1,352
4	Ocean Dr A1A			Midblock Crosswalk at Visitor Center	Pedestrian Focused Improvements	Ground Flashers (Solar Powered) \$40,000 Flashing Beacons \$15,000 Pedestrian hybrid beacon \$58,000 High Visibility Thermoplastic Striping 24" \$2.74/linear ft at 40lf High Visibility Thermoplastic Striping 12" 1.47/linear ft ADA Compliant Curb Ramps at Crosswalk \$1,150 Each In Street Crosswalk Stop Sign (Stop for Pedestrians within Crosswalk) \$375 each Total between \$45,000 - \$60,000
4	Ocean Dr A1A			Midblock Crosswalk at Palm Club Drive	Pedestrian Focused Improvements	Ground Flashers (Solar Powered) \$40,000 Flashing Beacons \$15,000 Pedestrian hybrid beacon \$58,000 High Visibility Thermoplastic Striping 24" \$2.74/linear ft at 40lf High Visibility Thermoplastic Striping 12" 1.47/linear ft ADA Compliant Curb Ramps at Crosswalk \$1,150 Each In Street Crosswalk Stop Sign (Stop for Pedestrians within Crosswalk) \$375 each Total between \$45,000 - \$60,000+ (possible driveway clearance issues)
4	Washingtonia	Seagrape	Poinciana	Construct 280 linear feet (north side of roadway) of sidewalk to connect existing sidewalk grid	Pedestrian Focused Improvements	\$8,538
5	Seagrape	Commercial	Hibiscus	Construct approx 1,600 linear feet of 5' sidewalk on east side of roadway	Pedestrian Focused Improvements	\$48,332
6	Ocean Dr A1A			4' Bicycle Lanes (Green lane markers)	Bicycling Focused Improvements	\$1.2 million
7	Townwide			Policy/Ordinance requiring owners to maintain clear sidewalks	Pedestrian Focused Improvements	\$3,000 - \$8,000
8	Bougainvilla	Pine Avenue	Hibiscus	Implement 4' bicycle lane to provide connectivity	Bicycling Focused Improvements	\$406,689
9	Various			Conduct a speed/count study to determine if the construction of traffic calming devices along requested corridors are required.	Traffic Calming	\$4,000 each
9	Seagrape			Install traffic calming device south of Commercial (Dependent on results of traffic calming study)	Traffic Calming	Speed Hump \$2,800/hump \$9,000-\$13,000/chicane/bulb-out \$85,000+/circle
10	Various			Provide bicycle safety educational program	Bicycling Focused Improvements	\$10,000 - \$40,000
11	Poinciana			Intersection improvement crosswalk at Washingtonia (Raised intersection/Traffic Calming)	Pedestrian Focused Improvements/Traffic Calming	\$50,000 - \$114,000
12	Various			Develop and adopt a standard template for wayfinding within the Town	Planning & Design	\$15,000
12	Bougainvilla			Midblock Crosswalk at Friedt Family Park to provide connectivity from west to east (beach access at south side of park)	Pedestrian Focused Improvements	\$41,812

Rank	Facility	From	To	Recommended Improvement	Project Type	Planning Level Cost Estimates
12	Bougainvilla			Midblock Crosswalk improvement (flashers) at North of Friedt Family Park	Pedestrian Focused Improvements	\$40,340
12	Bougainvilla			Midblock Crosswalk at Visitor Center to connect existing sidewalk grid	Pedestrian Focused Improvements	\$41,812
12	Ocean Dr A1A	Imperial	Condrinton	4' Bicycle Lanes	Bicycling Focused Improvements	\$45,000
12	Ocean Dr A1A			Enhanced Midblock Crosswalk at SE 19th Street (beacons/flashers)	Pedestrian Focused Improvements	Ground Flashers (Solar Powered) \$40,000 Flashing Beacons \$15,000 Pedestrian hybrid beacon \$58,000 High Visibility Thermoplastic Striping 24" \$2.74/linear ft at 40lf High Visibility Thermoplastic Striping 12" 1.47/linear ft ADA Compliant Curb Ramps at Crosswalk \$1,150 Each In Street Crosswalk Stop Sign (Stop for Pedestrians within Crosswalk) \$375 each Total between \$45,000 - \$60,000
12	Poinciana			Midblock Crosswalk at Friedt Family Park to provide connectivity from west to east	Pedestrian Focused Improvements	\$41,812
12	Poinciana	Friedt Family Park	Commercial	Construct 448 linear feet (east side of roadway to El Prado) of sidewalk to connect existing sidewalk grid	Pedestrian Focused Improvements	\$13,694
12	Bougainvilla	Friedt Family Park	Commercial	Construct 448 linear feet (west side of roadway to El Prado) of sidewalk to connect existing sidewalk grid	Pedestrian Focused Improvements	\$13,694
13	Various			Conduct Traffic Calming Study	Traffic Calming	\$45,000
14	Hibiscus			Traffic Calming Device (dependent on results of speed/count study)		Speed Hump \$2,800/hump \$9,000-\$13,000/chicane/bulb-out \$85,000+/circle
14	Codrington			Install traffic calming device (Dependent on results of traffic calming study)	Traffic Calming	Speed Hump \$2,800/hump \$9,000-\$13,000/chicane/bulb-out \$85,000+/circle
14	Imperial Lane			Install traffic calming device (Dependent on results of traffic calming study)	Traffic Calming	Speed Hump \$2,800/hump \$9,000-\$13,000/chicane/bulb-out \$85,000+/circle
14	Bougainvilla			Install traffic calming device (Dependent on results of traffic calming study)	Traffic Calming	Speed Hump \$2,800/hump \$9,000-\$13,000/chicane/bulb-out \$85,000+/circle
14	Poinciana			Install traffic calming device (Dependent on results of traffic calming study)	Traffic Calming	Speed Hump \$2,800/hump \$9,000-\$13,000/chicane/bulb-out \$85,000+/circle
14	West Tradewinds			Install traffic calming device (Dependent on results of traffic calming study)	Traffic Calming	Speed Hump \$2,800/hump \$9,000-\$13,000/chicane/bulb-out \$85,000+/circle
14	Washingtonia			Install traffic calming device (Dependent on results of traffic calming study)	Traffic Calming	Speed Hump \$2,800/hump \$9,000-\$13,000/chicane/bulb-out \$85,000+/circle
14	Basin			Install traffic calming device (Dependent on results of traffic calming study)	Traffic Calming	Speed Hump \$2,800/hump \$9,000-\$13,000/chicane/bulb-out \$85,000+/circle
14	Pine			Install traffic calming device (Dependent on results of traffic calming study)	Traffic Calming	Speed Hump \$2,800/hump \$9,000-\$13,000/chicane/bulb-out \$85,000+/circle
14	Lombardy			Install traffic calming device (Dependent on results of traffic calming study)	Traffic Calming	Speed Hump \$2,800/hump \$9,000-\$13,000/chicane/bulb-out \$85,000+/circle
14	Various			Reduce neighborhood vehicular speed from 25 mph to 20 mph on all local roads	Traffic Calming	\$25,000
15	South Tradewinds			Install traffic calming device (Dependent on results of traffic calming study)	Traffic Calming	Speed Hump \$2,800/hump \$9,000-\$13,000/chicane/bulb-out \$85,000+/circle
15	East Tradewinds			Install traffic calming device	Traffic Calming	Speed Hump \$2,800/hump \$9,000-\$13,000/chicane/bulb-out \$85,000+/circle
16	Poinciana			Lighting Improvements	Pedestrian Focused Improvements	In-pavement system \$18,000-\$40,000, Individual \$5,800
16	Bougainvilla			Lighting Improvements	Pedestrian Focused Improvements	In-pavement system \$18,000-\$40,000, Individual \$5,800

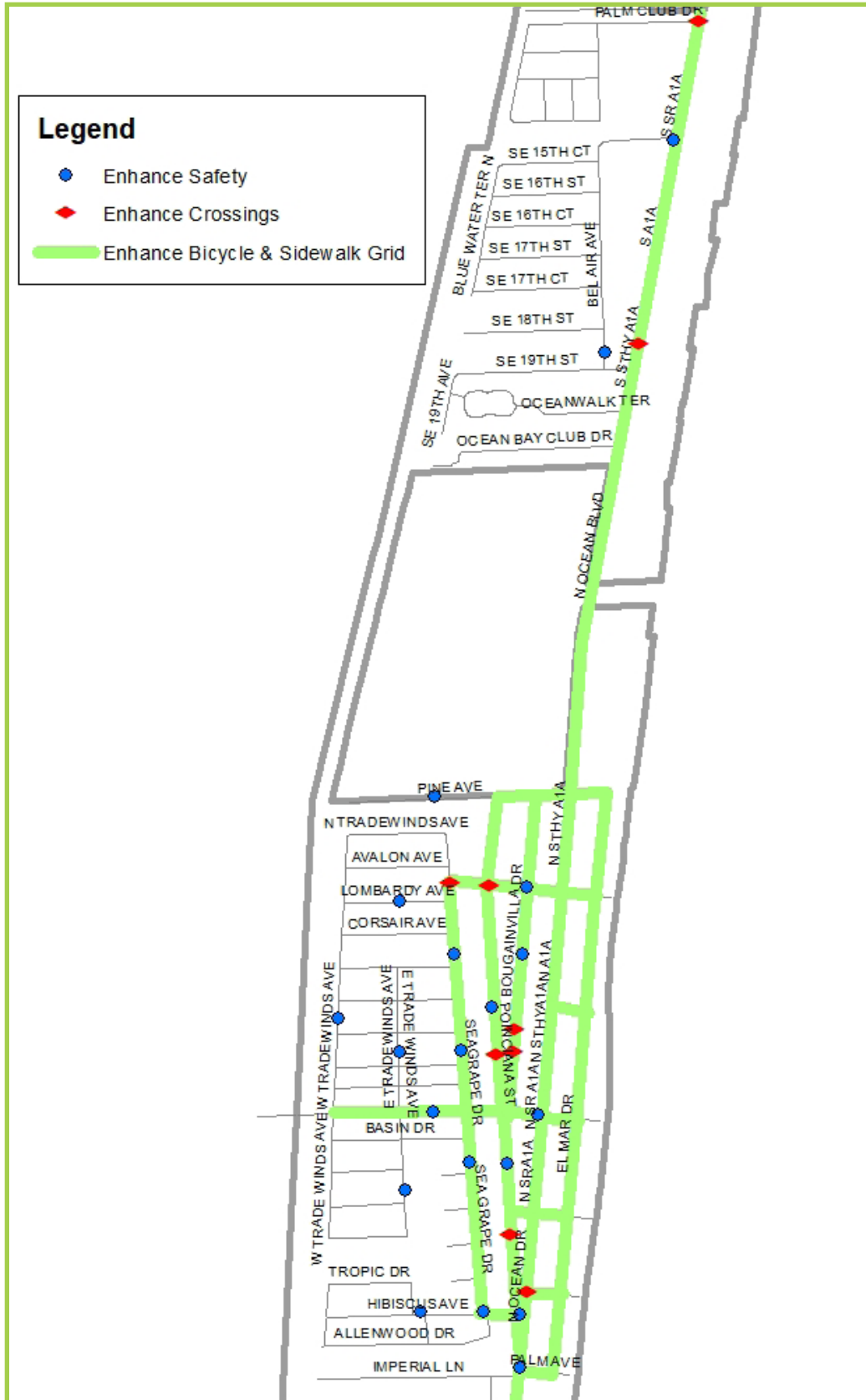
Rank	Facility	From	To	Recommended Improvement	Project Type	Planning Level Cost Estimates
16	Washintonia			Lighting Improvements	Pedestrian Focused Improvements	In-pavement system \$18,000 - \$40,000, Individual \$5,800
17	Townwide			Policy requiring commercial and multi-family development to provide bicycle racks/parking.	Bicycling Focused Improvements	\$3,000 - \$8,000
17	Various			Expansion of B-Cycle to additional location by adding one or two kiosk locations at north and south side of A1A or El Mar Drive	Bicycling Focused Improvements	\$40,000 - \$60,000
18	Ocean Dr A1A			Bike box at Commercial and A1A	Bicycling Focused Improvements	\$1,660
19	Beach Access			Improve striping from beach access to sidewalk behind Mulligan's	Pedestrian Focused Improvements	\$850
20	Various			Adopt Bicycle LOS Standard, recommended LOS B	Bicycling Focused Improvements	\$3,000 - \$8,000
21	Bougainvilla	Commercial	Visitor Center	Provide shade via structure, benches, trees	Pedestrian Focused Improvements	\$50,000
21	Various			Amenity Program: Provide benches, pet amenities (waste bags & disposal), trees/landscaping, and other features throughout the City	Pedestrian Focused Improvements	\$60,000
22	Beach Access			Provide Bicycle Rack at Ocean Drive North	Bicycling Focused Improvements	(10 ft, fits approximately 8 bicycles each) \$7,500 each or \$200/rack
22	Beach Access			Provide Bicycle Rack at Ocean Drive South	Bicycling Focused Improvements	(10 ft, fits approximately 8 bicycles each) \$7,500 each or \$200/rack
22	Beach Access			Provide Bicycle Rack at Hibiscus	Bicycling Focused Improvements	(10 ft, fits approximately 8 bicycles each) \$7,500 each or \$200/rack
22	Commercial			Provide Bicycle Rack at North side of Commercial Boulevard between A1A and El Mar	Bicycling Focused Improvements	(10 ft, fits approximately 8 bicycles each) \$7,500 each or \$200/rack
23	Various			Shared lanes or sharrows, all roadways classified as local	Bicycling Focused Improvements	Pavement marking 20 at \$300 total \$6,000
24	Commercial			Installation of bollards and landscaping in median west of A1A	Pedestrian Focused Improvements	\$730-\$4,000
25	Townwide			Art in Public Spaces at beach access locations and crosswalks	Pedestrian Focused Improvements	\$45,000

Disclaimer: All projects subject to maintaining agency approvals. The Town will work with the agencies outside jurisdiction for approvals.

Projects were scored based on the following criteria:

- Project increases accessibility to economic hubs
- Project reduces vehicle trips on major corridors
- Project reduced vehicle trips on local streets
- Project shifts modes from auto to other
- Project does not adversely affect the environment
- Project improves network connectivity
- Project improves safety
- Public input

Potential Projects





Priority Projects

Based on the above-mentioned scoring criteria, the following projects were identified as high priority projects that can be implemented.

- Sidewalk connectivity along Hibiscus Avenue from Seagrape Drive to Bougainvillea Drive
- Crosswalk improvement at Hibiscus Avenue and Bougainvillea Drive
- Crosswalk on Seagrape Drive at Washingtonia Avenue to provide east west connectivity

1. Construction of 230 linear feet (.044 miles) of 5' sidewalk along Hibiscus Avenue from Seagrape Drive to Bougainvillea Drive. 5' sidewalk along north side of the roadway with 4" depth. This project would cost approximately \$7,088. For details see Appendix C.



Drawing is conceptual and not to scale.

2. Crosswalk improvement at Hibiscus Avenue and Bougainvillea Drive would only cost the Town \$1,352. This cost includes 40 linear feet of Thermoplastic 12", 80 linear feet of Thermoplastic 24", detectable warnings, and concrete sidewalk and driveways 4". For details see Appendix C.





3. Crosswalk on Seagrape Drive/Washingtonia Avenue to provide east west connectivity would cost the Town approximately \$41,472. This would include 12" and 24" Thermoplastic, detectable warnings, signage, and solar powered ground flashers. For details see Appendix C.



Drawing is conceptual and not to scale.

Comparable Projects

CITY OF HOLLYWOOD

The City of Hollywood has performed mobility improvements at various locations. The Broward Metropolitan Planning Organization (MPO) is investing over \$300 million to create safer, healthier communities in Broward County. This project is one of many within a larger plan to create enhanced bicycle, pedestrian, and public transportation access. Project length is 5.4 miles and includes installation of bike lanes along Hollywood Boulevard and Park Road; shared lane pavement markings along 35th Avenue, Polk Street, Rainbow Drive, Circle Drive, and Van Buren Street to enhance the safe travel of bicycles and motor vehicles in the same traffic lane; installing sidewalks along Fillmore Street, Hollywood Boulevard, and the intersections of Polk Street and Van Buren Street at 24th Avenue; adding a mid-block crossing on Hollywood Boulevard, east of 28th Avenue; relocating the existing water main on the north side of Hollywood Boulevard; and adding french drains on Hollywood Boulevard between Academy Circle and 35th Street, and on Park Road between Washington Street and Johnson Street.

Construction Cost: \$3,049,774

Construction Start Date: July 10, 2019

Anticipated Completion: Fall 2020

Source: www.d4fdot.com



CITY OF POMPANO BEACH

The City of Pompano Beach is in the process of installing sidewalks on NE 6th Street and SW 6th Street to improve connectivity and the addition of high emphasis pavement markings at railroad crossings.

Estimated Construction Cost: \$277,929
Completion Date: Summer 2020



Source: www.d4fdot.com

CITY OF FORT LAUDERDALE

The City of Fort Lauderdale completed the installation of pedestrian safety improvements on N. Andrews Avenue and NE 3rd Avenue at NE 1st Street as part of the Vision Zero initiative in 2019. Construction included crosswalks, pedestrian refuge areas, landscaped medians and lights. Funded through the City's CIP \$500,000 was used to construct improvements as part of the Downtown Walkability Program.

Additional improvements along Las Olas Boulevard included raised intersections funded through the same CIP program. The duration of the project was 6 months.

Completed: 2018 Cost: \$600,000 including design



Source: www.fortlauderdale.gov



CITY OF WESTON

The Saddle Club Road from West Lakeview Drive to Weston Road project includes bike lanes and lane width reduction. Funded by 2020 MPO CSLIP administered by FDOT on behalf of the City of Weston.

Length: 1.767 miles Cost: \$414,000 Completion: 2025



Recommended Policies

Several ordinances can be implemented in the Town to assist with Bicycle and Pedestrian enhancement and safety efforts.

- An Ordinance to require property owners to maintain clear sidewalks so that they are not hazardous to pedestrians or cyclists.
- Expand the Seagrape Drive Sidewalk Plan efforts to other areas. The Town of Lauderdale-By-The-Sea adopted Article XI Seagrape Drive Sidewalk Plan in an effort to improve sidewalks along the Seagrape Drive right-of-way. These are construction guidelines for sidewalks on the east side of Seagrape Drive right-of-way. All new development and redevelopment of property along this roadway is required to provide for a frontage sidewalk which conforms with the elements in the section of the code.
- Golf Cart Ordinance: The Town needs to make a determination as to whether or not golf carts are permitted on bicycle facilities and sidewalks. The Town utilizes golf carts for staff to get around Town for inspections, site visits, and other business. House Bill 971 has provided cities and counties the ability to enact ordinances regulating the operation of golf carts, when such is permissible under federal law. The Town would need to consider the character of the community, and the locations that golf carts would be allowed.
- There are a great number of utilities such as power poles and fire hydrants obstructing sidewalks. An effort should be made to ensure that new facilities are not constructed with built in obstructions. This could be implemented by adopting the appropriate policy in the Land Development Regulations.
- Beach Access Enhancements: The Town could implement Art in Public Places through beach access enhancements and painted crosswalks.



IMPLEMENTATION

It is recommended that the Town of Lauderdale-By-The-Sea create an implementation plan. This is an effective tool that can formalize the implementation of the selected projects. This should include staff and decision makers involved in the planning, design, construction, and maintenance of the Town roadways. Timelines must be integrated in this process with the examination of existing policies, documents, and procedures.

The implementation plan must include an evaluation of the design process, any network gaps, and transportation infrastructure. It should also include standards, best practices, evaluation of street design, and a project checklist.



► APPENDIX A: GOALS, OBJECTIVES, AND POLICIES

FUTURE LAND USE

Goal 1.0

To maintain a coastal, resort oriented residential community characterized by a land use mix which reflects a balancing of year round, seasonal and tourist population needs with minimal disruption to natural systems that discourages urban sprawl, is energy efficient and reduces greenhouse gas emissions.

Objective 1.1

To provide and maintain the Level of Service Standards for all community services.

Policy 1.1.3: Require all proposals for development and redevelopment to meet drainage requirements for on-site water retention, provide safe and convenient on-site traffic flow and provide required on-site parking.

Policy 1.5.2: Within the Town, maintain the Town's low rise, pedestrian scale in the review of future development and redevelopment considerations consistent with the Town Charter.

Policy 1.5.9: Priority shall be given to water-dependent uses such as marinas and public access to waterways, in decisions affecting waterfront property.

Objective 1.6

To improve the overall physical appearance of the Town's business and seasonal residential areas.

Policy 1.10.2: The Town will encourage and implement the use of compact building design principles which preserve more open space, contain mixed use, support multimodal transportation options, make public transportation viable, reduce infrastructure costs and take advantage of recycled building materials.

RECREATION AND OPEN SPACE

Goal 3.0

To satisfy the recreational needs of Town residents through the provision of various recreation facilities and opportunities.

Objective 3.1

Provide for public access to and interaction with the Town's beach area.

Policy 3.1.1: Maintain and upgrade the Town's existing beach access points and adjacent vehicular parking areas.

Policy 3.1.5: Continue to seek funding support for upgrading beach access locations through grants and other funding opportunities.

Policy 3.2.2: If deemed satisfactory, allow private efforts to provide additional improvements or facilities to the Town's major park or Public Beach Area.



TRANSPORTATION ELEMENT

Goal 4.0

To maintain a local transportation system that serves the needs of the community in a safe, efficient, cost effective and aesthetically pleasing manner that promotes the reduction of greenhouse gas emissions.

Objective 4.1

Reduce the annual percentage rate of accidents occurring on Town roadways during the planning period.

Policy 4.1.5: Budget or secure agency funding for safety related activities on an “as needed” basis.

Policy 4.1.6: Except for schools, regional and community facilities shall be located close to major traffic corridors and mass transit routes adequate to carry the volume of traffic generated by such facilities.

Policy 4.1.7: Protect the safety of motorists, bicyclists and pedestrians by controlling the connections of driveways and access points to roads using, where possible, the FDOT Access Management Guidelines on State roadways.

Objective 4.3

Minimize through traffic and traffic speeds in residential areas.

Policy 4.3.1: Implement a traffic calming program to reduce “cut-through” traffic and speeds in neighborhood areas.

Policy 4.3.2: Utilize a variety of techniques to calm traffic volumes in neighborhoods including traffic control changes, traffic calming measures and enforcement.

Policy 4.3.3: Monitor traffic speeds in residential areas and utilize selective enforcement at problem locations.

Policy 4.4.2: Prohibit back out parking on SR A1A and Commercial Boulevard.

Policy 4.4.3: Require all sidewalk construction to provide handicapped ramps.

Objective 4.5

Provide for existing and future right-of-way needs and developer responsibility for project related transportation improvements.

Policy 4.5.1: As a condition of project development approval, secure existing and future right-of-way conveyances or easements for SR A1A and Commercial Boulevard consistent with the Broward County Trafficways Plan.

Policy 4.5.3: Continue to promote ridership and utilization of the Lauderdale-By-The- Sea Community Shuttle.

Policy 4.6.2: Work with Broward County and FDOT to consider low cost solutions to problem intersection operation.



Policy 4.6.3: Request Broward County and or the State to provide turn lanes and bus bays at designated locations along SR A1A and Commercial Boulevard.

Objective 4.7

Improve non-vehicular transportation modes such as mass transit, pedestrian and bicycle circulation in the Town thereby promoting the reduction of greenhouse gas emissions.

Policy 4.7.1: Investigate providing bicycle routes in conjunction with traffic and pedestrian signal locations.

Policy 4.7.2: Establish a program to identify locations where sidewalks are required within the single family residential area.

Policy 4.7.3: Improve street signage relative to bicycles and pedestrian activities.

Policy 4.7.5: Participate in bicycle planning programs of the Broward MPO and District IV of the FDOT to provide bike lanes and include consideration of bicycle and pedestrian ways in transportation planning activities.

Policy 4.7.6: Where feasible, include the construction of sidewalks and bikeways in all improvement projects; include ample signage and/or pedestrian signalization to designate and promote preferred non-vehicle routes to promote the reduction of greenhouse gas emissions.

Policy 4.7.7: Investigate the feasibility of installing bicycle racks at Town parks, beach portals, bus stops, commercial establishments and tourist centers to promote the reduction of greenhouse gas emissions.

Policy 4.7.8: Support Broward County's implementation of the potential SR A1A Greenway including a multipurpose path, bike lanes and sidewalks.

Policy 4.7.9: Coordinate with the Broward County Mass Transit Division, the Broward County Metropolitan Planning Organization and the Florida Department of Transportation to provide a more transit friendly, pedestrian and pleasing environment of bus stops, shelters and wider sidewalks within the Town to promote the reduction of greenhouse gas emissions.

Policy 4.7.10: Incorporate pedestrian improvements into the 2011 update of the Town's Master Plan to encourage increased walking and reduce automobile vehicular miles of travel.

Policy 4.7.11: Identify cost effective capital improvements such as bicycle racks/lockers, kiosks, sidewalk improvements, signage, etc., that improve pedestrian, multi-modal and transit ridership in the Town's 2012 Five Year Capital Improvement Program thereby reducing greenhouse gases.

Objective 4.8

Provide roadway facilities that are visually pleasing.

Policy 4.8.3: Establish a program for roadway, landscaping, pedestrian, lighting, drainage and utility improvements to El Mar Drive.

Policy 4.8.4: Continue to implement a program to reduce the amount of paved swales within the residential neighborhoods.



Objective 4.9

Policy 4.10.2: Encourage mixed use and transit oriented developments which support increase transit ridership, pedestrian movements, bicycling and other non-auto travel

Policy 4.11.1: Work with Broward County Mass Transit Division and the Broward MPO to secure bus bays along major transit corridors.

ECONOMIC/REDEVELOPMENT

Goal 10.0

To promote the continued economic vitality of the Town's seasonal residential and business areas in a manner sensitive to the overall best interests of existing Town residents.

Policy 10.2.1: The Town shall consider and develop a local funding strategy to implement facility and landscaping improvements to the Town's parks and recreation facilities, Town properties, beach access points, public right-of-ways and major entryways.

Objective 10.3

To broaden the tourist market base by encouraging innovation and modernization in the type, character and appearance of local tourist residential and business uses.

Objective 10.6

Provide for the perpetuation of the overall low-rise, pedestrian oriented atmosphere of the southern portion of the Town consistent with the Charter.

Policy 10.6.1: Maintain Plan land use designations and current building height limitation consistent with the Charter.

Policy 10.6.2: With regard to the above, consider amendments to the Plan with a clear emphasis towards maintaining an open, pedestrian friendly building character.

HOUSING

Policy 2.5.1: The Town shall promote new housing projects which contain compact building design principles, mixed use, medium to medium high densities, promote pedestrian activity and support multi-modal transportation options.

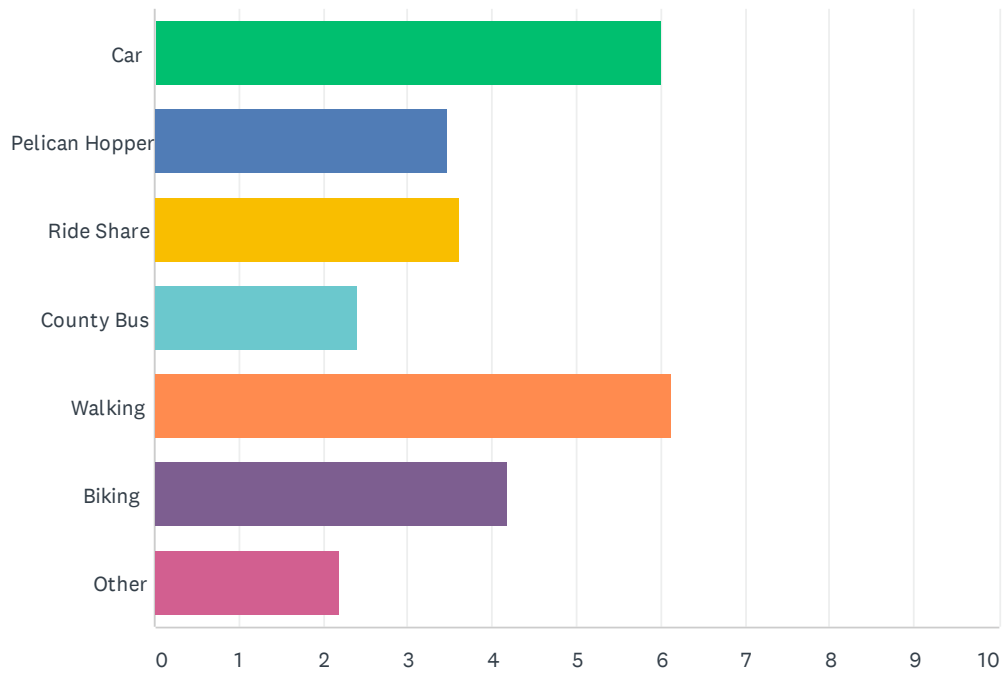


► APPENDIX B: LBTS PEDESTRIAN PLAN PUBLIC OUTREACH SURVEY

Town of Lauderdale-By-The-Sea Pedestrian Plan Public Outreach Survey

Q1 What is the primary way you get around Lauderdale-By-The-Sea?
(1 is use frequently - 6 is use the least)

Answered: 177 Skipped: 0



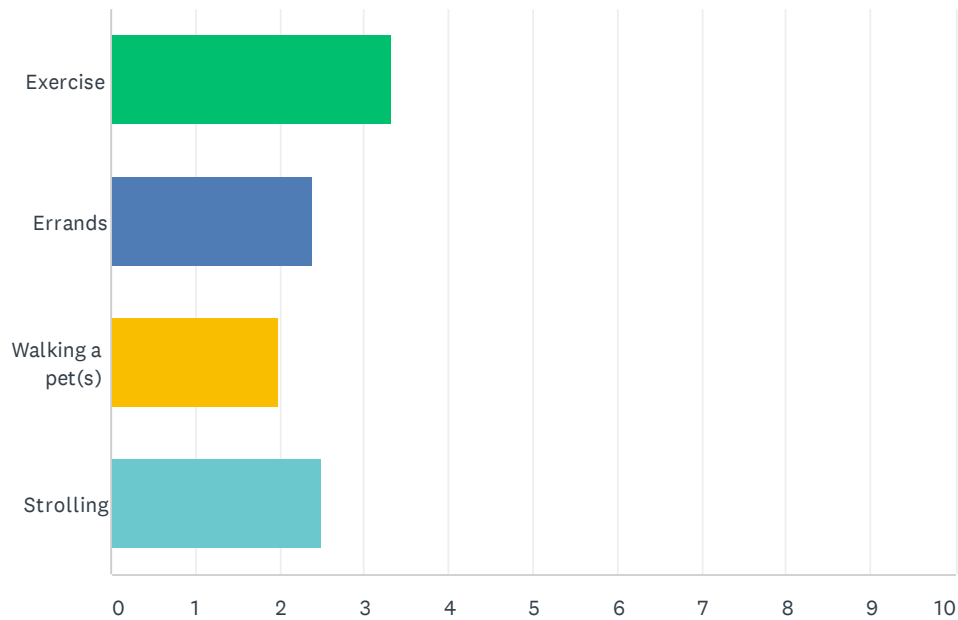
	1	2	3	4	5	6	7	TOTAL	SCORE
Car	35.59% 63	38.98% 69	16.95% 30	7.34% 13	0.56% 1	0.56% 1	0.00% 0	177	6.00
Pelican Hopper	1.13% 2	9.04% 16	16.38% 29	20.34% 36	23.73% 42	21.47% 38	7.91% 14	177	3.47
Ride Share	0.00% 0	4.52% 8	24.29% 43	24.86% 44	25.42% 45	15.82% 28	5.08% 9	177	3.61
County Bus	1.13% 2	0.56% 1	3.95% 7	13.56% 24	20.90% 37	33.33% 59	26.55% 47	177	2.41
Walking	54.24% 96	24.86% 44	10.17% 18	2.82% 5	5.08% 9	2.82% 5	0.00% 0	177	6.12
Biking	6.78% 12	19.21% 34	22.60% 40	17.51% 31	12.99% 23	13.56% 24	7.34% 13	177	4.19
Other	1.13% 2	2.82% 5	5.65% 10	13.56% 24	11.30% 20	12.43% 22	53.11% 94	177	2.19



Town of Lauderdale-By-The-Sea Pedestrian Plan Public Outreach Survey

Q2 When you walk, what is your primary purpose? (1 is frequent reason to walk - 4 is least reason to walk)

Answered: 175 Skipped: 2



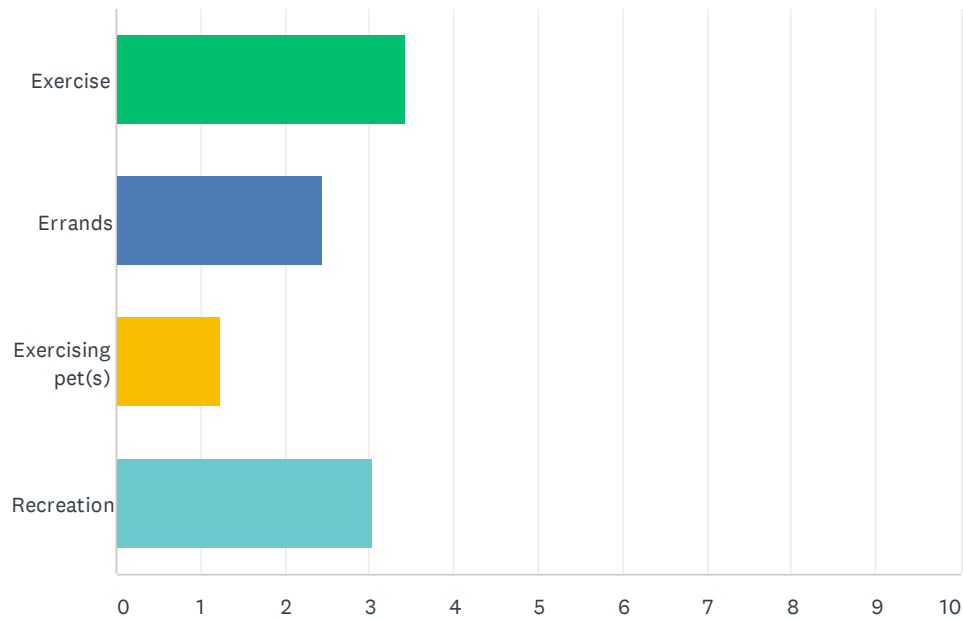
	1	2	3	4	TOTAL	SCORE
Exercise	54.97% 94	27.49% 47	12.87% 22	4.68% 8	171	3.33
Errands	13.58% 22	28.40% 46	41.36% 67	16.67% 27	162	2.39
Walking a pet(s)	18.49% 27	17.12% 25	9.59% 14	54.79% 80	146	1.99
Strolling	20.00% 32	26.88% 43	35.00% 56	18.13% 29	160	2.49



Town of Lauderdale-By-The-Sea Pedestrian Plan Public Outreach Survey

Q3 When you are on a bicycle, what is your primary purpose?
(1 is frequent reason to bike - 4 is least reason to bike)

Answered: 155 Skipped: 22



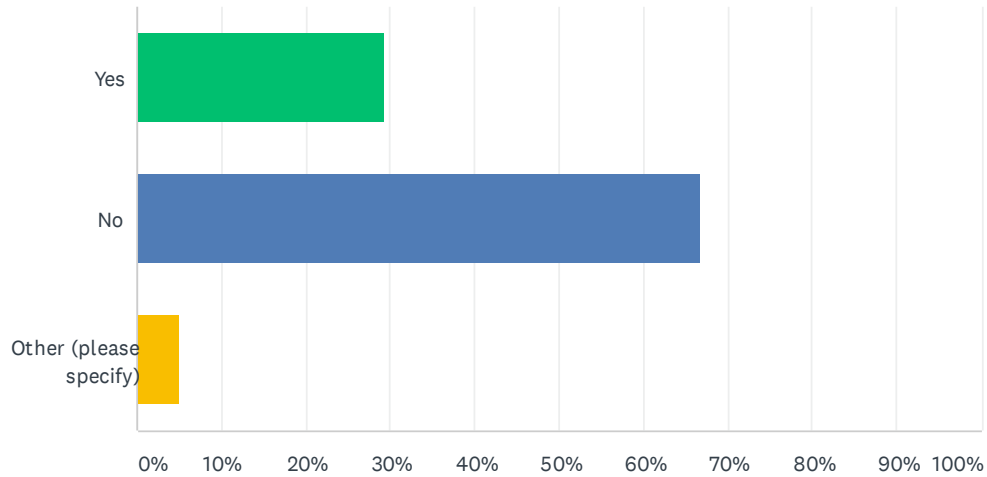
	1	2	3	4	TOTAL	SCORE
Exercise	58.39% 87	29.53% 44	9.40% 14	2.68% 4	149	3.44
Errands	9.92% 13	31.30% 41	51.15% 67	7.63% 10	131	2.44
Exercising pet(s)	0.83% 1	2.50% 3	15.83% 19	80.83% 97	120	1.23
Recreation	37.14% 52	36.43% 51	19.29% 27	7.14% 10	140	3.04



Town of Lauderdale-By-The-Sea Pedestrian Plan Public Outreach Survey

Q4 Do you run for exercise?

Answered: 177 Skipped: 0



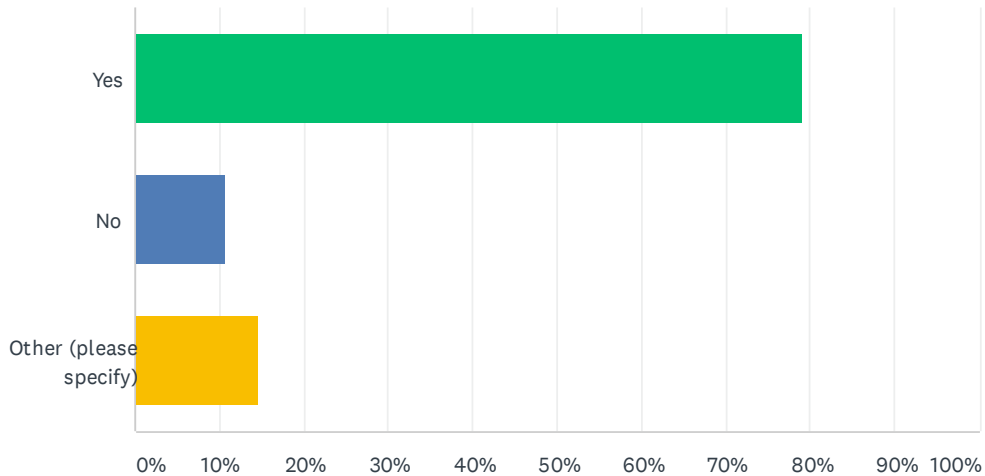
ANSWER CHOICES	RESPONSES	
Yes	29.38%	52
No	66.67%	118
Other (please specify)	5.08%	9
Total Respondents: 177		



Town of Lauderdale-By-The-Sea Pedestrian Plan Public Outreach Survey

Q5 Do you feel safe walking/biking/running in Lauderdale-By-The-Sea?

Answered: 177 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	79.10%	140
No	10.73%	19
Other (please specify)	14.69%	26
Total Respondents: 177		



Town of Lauderdale-By-The-Sea Pedestrian Plan Public Outreach Survey

Q6 Where are the two places you are most likely to walk/bike/run?

Answered: 176 Skipped: 1

#	RESPONSES	DATE
1	ocean drive and on the beach	6/16/2020 12:30 PM
2	To Galt Ocean Mile since I can use El Mar which has less traffic then A1A. Would like to walk in the opposite direction for a change, but there is little off main road walking except for a development that is farther to get to	6/16/2020 11:54 AM
3	Along the beach and on commercial	6/15/2020 12:13 AM
4	A1A Poinciana	6/14/2020 11:26 PM
5	1. Anglin Square/Restaurants etc 2. Publix and CVS	6/14/2020 10:11 PM
6	To pier and beach	6/13/2020 3:47 PM
7	To beach To downtown	6/13/2020 11:27 AM
8	In my neighborhood north of Commercial or Anglins Square for walking. Cycling extends to El Mar Drive and north and south on A1A	6/13/2020 9:37 AM
9	Along A1A to Commercial Blvd or to El Prado Park	6/13/2020 9:16 AM
10	Within my neighborhood and on Ocean to the beach	6/12/2020 4:00 PM
11	pier & Shopping	6/12/2020 2:07 PM
12	El Mar Drive	6/12/2020 2:01 PM
13	1900 N Ocean to Pier	6/12/2020 1:25 PM
14	El Mar, sea grape	6/12/2020 11:55 AM
15	el mar , commercial	6/12/2020 10:17 AM
16	A1a	6/11/2020 11:17 PM
17	A1A, El Mar Drive	6/11/2020 8:59 PM
18	Walk on beach ride on road all around itown	6/11/2020 6:32 PM
19	Grocery store and the pier	6/11/2020 12:29 PM
20	El Mar, Commercial from Sea Grape to beach	6/10/2020 6:01 PM
21	Beach and AIA	6/10/2020 9:49 AM
22	El Mar Drive and on A1A	6/10/2020 9:49 AM
23	El Mar which is the worst place. And the other dangerous place is by Pam Rossi's store. Bikers need to walk bikes over bridge.	6/9/2020 7:10 PM
24	To the beach Restaurant	6/9/2020 6:16 PM
25	El Mar and Sea Grape are safest for walking	6/9/2020 5:25 PM
26	Ocean Drive, beach	6/9/2020 1:25 PM
27	pier publix	6/9/2020 1:00 PM
28	Downtown, beach	6/9/2020 12:13 PM
29	Beach and supermarket	6/9/2020 10:07 AM
30	The pier	6/8/2020 9:54 PM
31	To the beach	6/8/2020 9:46 PM
32	Beach area and area around Aruba	6/8/2020 9:32 PM
33	City Center and tourist areas	6/8/2020 2:46 PM
34	Through my neighborhood and on El Mar.	6/8/2020 2:02 PM
35	To the town	6/7/2020 10:18 PM



36	Neighborhood streets To the beach	6/7/2020 6:25 PM
37	Beach and sidewalks around town	6/7/2020 3:23 PM
38	Bar/restaurant in LBTS Bar/restaurant near Pompano Pier	6/7/2020 1:26 PM
39	El mar / Bougainvillea	6/7/2020 12:41 PM
40	A1A & el mar & commercial	6/7/2020 11:17 AM
41	A1A Beach	6/7/2020 8:29 AM
42	El Mar Drive and Bougainvillea	6/7/2020 8:18 AM
43	El Mar Drive, and on the residential streets along the inland waterways	6/6/2020 10:42 PM
44	Publix #1 and downtown LBTS!	6/6/2020 8:38 PM
45	El mar Boigainvillea/ sea grape	6/6/2020 7:58 PM
46	El mar or a1a	6/6/2020 10:01 AM
47	Beach King and or restaurant	6/6/2020 9:01 AM
48	Everywhere where there is no cars	6/6/2020 12:57 AM
49	Anywhere near water	6/5/2020 10:22 PM
50	Along e beach and Elmar.	6/5/2020 6:59 PM
51	No where	6/5/2020 6:50 PM
52	Walk on sidewalk	6/5/2020 6:11 PM
53	Around the beach, shopping	6/5/2020 5:37 PM
54	Pine ace toEl Mar around to palm ave ocean	6/5/2020 5:14 PM
55	Only on the side streets and at the park	6/5/2020 5:01 PM
56	By the Beach	6/5/2020 4:56 PM
57	A1A & El mar	6/5/2020 3:41 PM
58	Along beach	6/5/2020 3:13 PM
59	Along El Mar Dr and north up A1A	6/5/2020 2:51 PM
60	A1A Beach	6/5/2020 2:31 PM
61	ElMar Drive and A1A	6/5/2020 1:11 PM
62	el mar drive and galt mile	6/5/2020 1:08 PM
63	Publix and downtown	6/5/2020 1:06 PM
64	El Mar	6/5/2020 12:57 PM
65	El mar drive down to the pier during the day. I don't walk at night because I worry about rift raft	6/5/2020 12:33 PM
66	A1A, Terra mar island	6/5/2020 12:28 PM
67	A1A and El Mar	6/5/2020 12:23 PM
68	ElMar into town from Sea Ranch Club.	6/5/2020 12:22 PM
69	Walgreens, Publix, Pump!	6/5/2020 12:15 PM
70	Commercial to beach	6/5/2020 12:14 PM
71	Down to the area by the restaurants and pier.	6/5/2020 12:13 PM
72	The square or ElPrado Park	6/5/2020 11:37 AM
73	El Mar Drive. Washingtonia.	6/5/2020 11:31 AM



74	A1A. El mar	6/5/2020 11:04 AM
75	THIS IS A TEST. DO NOT COUNT THE ANSWERS TO THIS SURVEY.	6/5/2020 11:00 AM
76	Town center El mar	6/5/2020 11:00 AM
77	LTBS circle	6/5/2020 10:55 AM
78	Work	6/5/2020 10:03 AM
79	El mar and neighborhood	6/5/2020 10:02 AM
80	A1A	6/5/2020 9:57 AM
81	El Mar Drive Galt Ocean Mile	6/5/2020 9:51 AM
82	in our neighborhood of Bel-air and through town, down el mar drive to Caribe and back	6/5/2020 9:46 AM
83	El Mar, back/residential streets	6/5/2020 9:30 AM
84	Commercial and A1A area, and the Sea Ranch Centre	6/5/2020 9:29 AM
85	Bel Air	6/5/2020 9:15 AM
86	The beach/ the street	6/5/2020 9:04 AM
87	El Mar Bougainvillea	6/5/2020 8:53 AM
88	El Mar Drive only	6/5/2020 8:34 AM
89	El Mar	6/5/2020 8:31 AM
90	A1A just north & south of Commercial & loop thru town square	6/5/2020 8:31 AM
91	Beach or along A1A	6/5/2020 8:20 AM
92	Beach and el mar	6/5/2020 8:14 AM
93	ElMar Ocean	6/5/2020 8:14 AM
94	Aruba Ocean 101	6/5/2020 8:11 AM
95	Walk along A1A	6/5/2020 8:01 AM
96	A1A, beach	6/5/2020 5:53 AM
97	El Mar Commercial	6/4/2020 1:29 PM
98	along the beach/el mar and poinciana street	6/3/2020 11:11 AM
99	Ocean drive north of Commercial. And Commerical near the pier	6/3/2020 10:04 AM
100	El Mar and Commercial Bld	6/3/2020 8:56 AM
101	A1A	6/3/2020 7:40 AM
102	El Mar Drive A1A	6/1/2020 9:12 PM
103	El mar Drive, Bougainvillea	6/1/2020 6:51 AM
104	El mar dr A1A	6/1/2020 5:57 AM
105	Beach and into town	5/31/2020 5:11 PM
106	El Mar and a1a	5/30/2020 10:45 PM
107	El Mar - Downtown	5/30/2020 9:19 PM
108	To the beach Along A1A, Elmar, Galt Ocean Drive	5/29/2020 9:53 PM
109	Elmar drive and throughout local neighborhood streets	5/29/2020 4:12 PM
110	Neighborhoods	5/29/2020 12:47 PM
111	El Mar Drive Bouganvillea Drive Commercial Blvd	5/29/2020 9:02 AM



112	In neighborhoods around town and off of A1A	5/29/2020 7:57 AM
113	El Mar	5/29/2020 12:09 AM
114	Commercial Blvd Beach	5/28/2020 10:00 PM
115	Beach and downtown.	5/28/2020 8:59 PM
116	The loop N Tradewinds down Seagrape to Commercial and back W Tradewinds	5/28/2020 8:31 PM
117	Beach and El Mar	5/28/2020 8:23 PM
118	El mar & A1A	5/28/2020 7:04 PM
119	El Mar, A1A	5/28/2020 5:52 PM
120	around A1A and Commercial	5/28/2020 4:40 PM
121	South to Fort Lauderdale and north to Pine on Ocean and El Mar.	5/28/2020 4:24 PM
122	A1A and Terra Mar Drive	5/28/2020 3:01 PM
123	Silver Shores area	5/28/2020 1:05 PM
124	Commercial to the beach. Silver Shores	5/28/2020 8:43 AM
125	Just walk. Does not have a bike, I don't like bikers. Too many and do not respect rules.	5/28/2020 8:20 AM
126	Elmar and A1A	5/28/2020 8:18 AM
127	South end of El Mar to Commercial Flamingo Ave to Winn Dixie	5/28/2020 8:04 AM
128	El Mar Drive, neighborhoods	5/28/2020 7:16 AM
129	A1A	5/28/2020 7:16 AM
130	El Mar and sea grape dr.	5/28/2020 6:52 AM
131	el mar drive or a1a	5/27/2020 10:23 PM
132	Residential neighborhood Town	5/27/2020 9:49 PM
133	Run the ocean	5/27/2020 9:34 PM
134	Commercial down to the ocean and along el mar drive	5/27/2020 9:09 PM
135	away from our congestion and only on sidestreets	5/27/2020 9:03 PM
136	El Mar Silver Shores	5/27/2020 8:59 PM
137	East of A1A	5/27/2020 8:51 PM
138	El mar drive, commercial	5/27/2020 8:40 PM
139	along Ocean Blvd at our condo at the Beach	5/27/2020 7:51 PM
140	Elmar drive & Commercial	5/27/2020 7:49 PM
141	Beach and El Mar	5/27/2020 7:28 PM
142	A1A Palm Club Bel Air Ter a Mar	5/27/2020 7:05 PM
143	A1A and commercial blvd	5/27/2020 7:00 PM
144	Into town to beach	5/27/2020 6:51 PM
145	1) downtown 2) grocery store	5/27/2020 6:44 PM
146	El mar drive	5/27/2020 6:40 PM
147	Commercial Ave and Publix shopping center	5/27/2020 6:38 PM
148	peir and bank	5/27/2020 6:38 PM
149	El mar	5/27/2020 6:34 PM



150	El Mar Drive Bougainville Drive	5/27/2020 6:29 PM
151	A1A and beach	5/27/2020 6:28 PM
152	Prado Park Plunge beach access	5/27/2020 6:14 PM
153	beach, restaurants & shops	5/27/2020 6:10 PM
154	Elmar A1A	5/27/2020 6:04 PM
155	downtown & downtown!	5/27/2020 6:03 PM
156	Near bougainville	5/27/2020 5:49 PM
157	A1A El Mar	5/27/2020 5:46 PM
158	my neighborhood (silver shores) El Mar drive to downtown	5/27/2020 5:39 PM
159	ocean 101, exercise	5/27/2020 5:28 PM
160	El Mar drive To the Square Neighborhood by publix	5/27/2020 5:27 PM
161	A1A and El Mar	5/27/2020 5:27 PM
162	Publix/El Mar Drive	5/27/2020 5:07 PM
163	Beach - run-walk A1A - Bike	5/27/2020 4:55 PM
164	El Mar and Commercial Blvd	5/27/2020 4:53 PM
165	A1A, El Mar	5/27/2020 4:53 PM
166	From Imperial to Publix on bike Walking from one end of Elmar to the other	5/27/2020 4:52 PM
167	down town	5/27/2020 4:52 PM
168	El Mar, Seagrape	5/27/2020 4:52 PM
169	Center of our town	5/27/2020 4:51 PM
170	El mar drive and beach	5/27/2020 4:51 PM
171	A1A, El Mar Drive	5/27/2020 4:50 PM
172	El mar	5/27/2020 4:50 PM
173	El Mar Drive Sea Grape	5/27/2020 4:46 PM
174	ElMar & Beach	5/27/2020 4:45 PM
175	EL MAR AND SOUTH OCEAN	5/27/2020 4:43 PM
176	El Mar and Ocean Dr	5/27/2020 4:41 PM



Town of Lauderdale-By-The-Sea Pedestrian Plan Public Outreach Survey

Q7 Where are the two places you wish were safer to walk/bike/run?

Answered: 161 Skipped: 16

#	RESPONSES	DATE
1	safer to walk on the beach	6/16/2020 12:30 PM
2	El Mar. I look for places that are shaded in the morning. I wish El Mar had a little more shade	6/16/2020 11:54 AM
3	Draw bridge	6/15/2020 12:13 AM
4	A1A Commercial Blvd	6/14/2020 11:26 PM
5	Commercial and A1A Crossing Commercial. (But we like the one cross walk)	6/14/2020 10:11 PM
6	All pretty safe	6/13/2020 3:47 PM
7	A1A Commercial	6/13/2020 11:27 AM
8	A1A and Commercial Blvd.	6/13/2020 9:37 AM
9	A1A	6/13/2020 9:16 AM
10	Ocean Blvd. Bike lanes are on street without divider	6/12/2020 4:00 PM
11	A1A&Commercial	6/12/2020 2:07 PM
12	El Mar drive	6/12/2020 2:01 PM
13	The entire town	6/12/2020 1:25 PM
14	Bougainvillea and El mar	6/12/2020 11:55 AM
15	el mar , a1a	6/12/2020 10:17 AM
16	A1A	6/11/2020 11:17 PM
17	A1A and A1A	6/11/2020 8:59 PM
18	On A1A	6/11/2020 6:32 PM
19	Wish more lighting on El Mar since some of our walks are in the evening on that street.	6/11/2020 12:29 PM
20	Ocean Drive, Sea Grape with speeders	6/10/2020 6:01 PM
21	A1A & bridges	6/10/2020 9:49 AM
22	A1A	6/10/2020 9:49 AM
23	El Mar. Bridge.	6/9/2020 7:10 PM
24	Commercial bridge	6/9/2020 6:16 PM
25	There is no sidewalk on Hibiscus Ave from Bougainvillea Dr to Tropic Drive. Very dangerous walking from the 70 homes on Tropic Dr, Allenwood Dr, and Hibiscus Ave to the beach or town. Hibiscus is the main artery that connects pedestrians from these 70 homes to the sidewalk structure at Bougainvillea Dr and sections of town east. Recommend building sidewalk on north side of Hibiscus Ave from Bougainvillea Dr to Tropic Dr. (approx 700 ft of sidewalk) to improve pedestrian safety for the 70 residential homes that have to exit Hibiscus to walk to the beach or village.	6/9/2020 5:25 PM
26	ocean drive, beach	6/9/2020 1:25 PM
27	residential areas, areas without sidewalks	6/9/2020 12:13 PM
28	Elmar Drive and Commercial Blvd	6/9/2020 10:07 AM
29	Cross walks	6/8/2020 9:54 PM
30	At night	6/8/2020 9:46 PM
31	N/A. I feel very safe in the community	6/8/2020 9:32 PM
32	West of A1A	6/8/2020 2:46 PM
33	El Mar	6/8/2020 2:02 PM
34	Commercial Blvd & A1A	6/7/2020 6:25 PM



35	Crossing streets	6/7/2020 3:23 PM
36	A1A can be dark, lights out for turtles, bike lanes are narrow towards Sea Ranch area.	6/7/2020 1:26 PM
37	Crossing A1A by plunge & crossing by Washingtonia if I had to say Plus the curve on Bougainvillea where we stop but they don't to get on commercial that's huge	6/7/2020 12:41 PM
38	A1A	6/7/2020 11:17 AM
39	I feel safe everywhere Some neighborhoods don't have sidewalks	6/7/2020 8:29 AM
40	A1A and Commercial Blvd.	6/7/2020 8:18 AM
41	Ocean Drive and n/a	6/6/2020 8:38 PM
42	A1A	6/6/2020 7:58 PM
43	Alley walking towards Aruba's	6/5/2020 10:22 PM
44	Along A1A	6/5/2020 6:59 PM
45	No where	6/5/2020 6:50 PM
46	none	6/5/2020 5:37 PM
47	A1A & El Mar	6/5/2020 5:14 PM
48	A1A and commercial	6/5/2020 5:01 PM
49	Along A1A	6/5/2020 4:56 PM
50	I feel safe	6/5/2020 3:41 PM
51	Commercial El Mar	6/5/2020 3:13 PM
52	A1A and El Mar	6/5/2020 2:51 PM
53	None	6/5/2020 2:31 PM
54	Crossing A1A at intersection at Hibiscus Avenue and at stop sign which people run through on Hibiscus and Bougainvillea.	6/5/2020 1:11 PM
55	south end of elmar by holiday inn site	6/5/2020 1:08 PM
56	Everywhere	6/5/2020 1:06 PM
57	El Mar	6/5/2020 12:57 PM
58	El mar drive at night.	6/5/2020 12:33 PM
59	A1A and El Mar	6/5/2020 12:23 PM
60	Walking down ElMar early morning.	6/5/2020 12:22 PM
61	The square, El Mar drive	6/5/2020 12:15 PM
62	Same	6/5/2020 12:14 PM
63	I feel pretty safe	6/5/2020 11:37 AM
64	Commercial/A1A.	6/5/2020 11:31 AM
65	A1A. El mar	6/5/2020 11:04 AM
66	test	6/5/2020 11:00 AM
67	A1A Commercial/A1A intersection	6/5/2020 11:00 AM
68	LTBS circle	6/5/2020 10:55 AM
69	Commercial	6/5/2020 10:03 AM
70	El mar and A1A	6/5/2020 10:02 AM
71	A1A	6/5/2020 9:57 AM



72	our neighborhood could use sidewalks, and up A1A	6/5/2020 9:46 AM
73	Commercial Blvd, A1A	6/5/2020 9:30 AM
74	Commercial bridge and A1A	6/5/2020 9:29 AM
75	Same as above; Bel Air	6/5/2020 9:15 AM
76	A1A	6/5/2020 8:53 AM
77	The connection between the Galt and El Mar is very dangerous.	6/5/2020 8:31 AM
78	Sidewalk area just north of Ocean walk Ter is a little uneven/ commercial bridge needs a guard rail as cars FLY by	6/5/2020 8:31 AM
79	Beach, along A1A	6/5/2020 8:20 AM
80	I feel safe every where	6/5/2020 8:14 AM
81	Far end of El Mar where the old hotel is.	6/5/2020 8:14 AM
82	N/A	6/5/2020 8:11 AM
83	A1A	6/5/2020 5:53 AM
84	El Mar at night is dark	6/4/2020 1:29 PM
85	along el mar and poinciana st	6/3/2020 11:11 AM
86	Along Ocean drive overall	6/3/2020 10:04 AM
87	North side of Hibiscus between Bougainvillea and Sea Grape	6/3/2020 8:56 AM
88	A1A	6/3/2020 7:40 AM
89	N/A	6/1/2020 9:12 PM
90	Commercial & A1A	6/1/2020 6:51 AM
91	A1A	6/1/2020 5:57 AM
92	We feel safe everywhere	5/31/2020 5:11 PM
93	El Mar and A1a	5/30/2020 10:45 PM
94	More lighting at night on El Mar would be nice.	5/30/2020 9:19 PM
95	Intersection of Commercial and Ocean. They should have an "all walk" light including diagonal for pedestrians.	5/29/2020 9:53 PM
96	Elmar Dr	5/29/2020 4:12 PM
97	The bridge and Commercial Blvd	5/29/2020 12:47 PM
98	From Trade Winds Avenue West to Commercial Blvd & El Mar Drive & Ocean Drive Areas.	5/29/2020 9:02 AM
99	A1A and Commercial Blvd.	5/29/2020 7:57 AM
100	El Mar	5/29/2020 12:09 AM
101	Commercial sidewalks	5/28/2020 10:00 PM
102	A1A for biking.	5/28/2020 8:59 PM
103	N/A	5/28/2020 8:31 PM
104	A1A and El Mar	5/28/2020 7:04 PM
105	A1A could have a bigger bike lane	5/28/2020 5:52 PM
106	Bridge area	5/28/2020 4:40 PM
107	El Mar and Ocean Drive south of commercial after dark and Bougainville from Ocean north to Pine after Dark and commercial west of Sea Grape to Federal after dark.	5/28/2020 4:24 PM
108	A1A	5/28/2020 3:01 PM



109	Silver Shores - East Tradewinds needs speed bumps or more stop signs, everyone speeds and cuts through that street to get to Sea Grape or West Tradewinds.	5/28/2020 1:05 PM
110	Commercial and A1A	5/28/2020 8:43 AM
111	Bikers do not respect transit rules at any streets in town. Specially el mar and A1A	5/28/2020 8:20 AM
112	A1A and Commercial Blvd. This is due to the cars that are speeding. No police giving speeding tickets in early morning hours 6AM to 10AM.	5/28/2020 8:18 AM
113	El Mar Ave	5/28/2020 8:04 AM
114	El Mar Drive	5/28/2020 7:16 AM
115	A1A	5/28/2020 7:16 AM
116	El Mar and sea grape because of traffic	5/28/2020 6:52 AM
117	all are safe for me	5/27/2020 10:23 PM
118	N/a	5/27/2020 9:49 PM
119	Do not know	5/27/2020 9:34 PM
120	A1A	5/27/2020 9:09 PM
121	pompano 10 th street but not on our narrow streets where the bikers ride double file. a bike lane on A1A is the stupidest idea since New Coke	5/27/2020 9:03 PM
122	1) El Mar (bicyclists paying no attention to any rule of the road or to any common courtesies). 2) A1A (bicyclists paying no attention to any rule of the road or to any common courtesies).	5/27/2020 8:59 PM
123	Closer to the beach	5/27/2020 8:51 PM
124	A1A	5/27/2020 8:40 PM
125	-	5/27/2020 7:51 PM
126	Commercial and Ocean Dr.	5/27/2020 7:49 PM
127	A1A	5/27/2020 7:28 PM
128	A1A A1A	5/27/2020 7:05 PM
129	A1A	5/27/2020 7:00 PM
130	A1a	5/27/2020 6:51 PM
131	the side streets that do not have sidewalks (walking) and biking anywhere here is a nightmare for safety reasons	5/27/2020 6:44 PM
132	A1a	5/27/2020 6:40 PM
133	N. Ocean Blvd	5/27/2020 6:38 PM
134	A1A and Commercial	5/27/2020 6:38 PM
135	Beach - need a board walk	5/27/2020 6:34 PM
136	Bougainvilla Drive	5/27/2020 6:29 PM
137	Any place at night	5/27/2020 6:28 PM
138	Stop sign areas	5/27/2020 6:14 PM
139	commercial	5/27/2020 6:04 PM
140	el mar drive & a1a	5/27/2020 6:03 PM
141	Near bougainville	5/27/2020 5:49 PM
142	A1A	5/27/2020 5:46 PM
143	el mar drive sea grape drive (Lighting and the sidewalks)	5/27/2020 5:39 PM



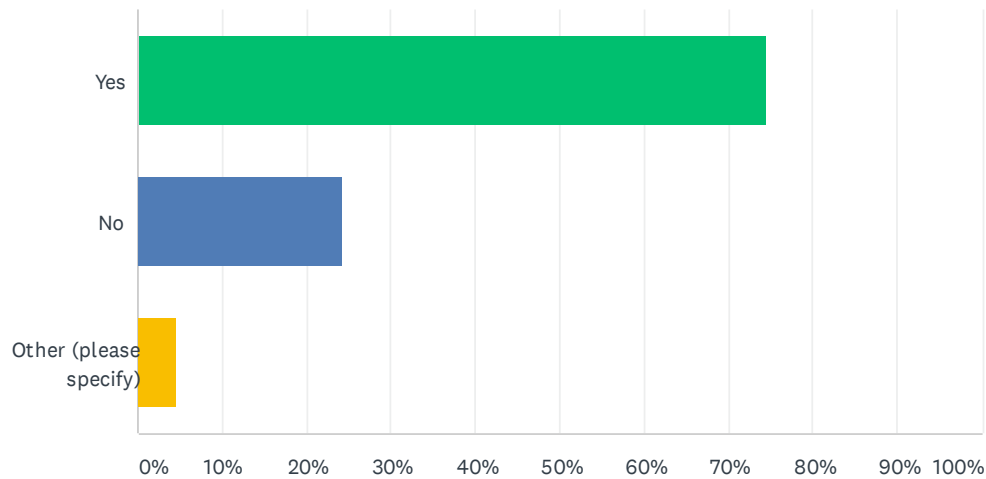
144	a1a	5/27/2020 5:28 PM
145	A1a	5/27/2020 5:27 PM
146	El Mar and A1A	5/27/2020 5:27 PM
147	The areas on El Mar that have no lights during sea turtle season.	5/27/2020 5:07 PM
148	Commercial Blvd - bike	5/27/2020 4:55 PM
149	N/a	5/27/2020 4:53 PM
150	A1A, commercial	5/27/2020 4:53 PM
151	A1A the cars Speed from Imperial to Commercial	5/27/2020 4:52 PM
152	A1A	5/27/2020 4:52 PM
153	none	5/27/2020 4:52 PM
154	A1A	5/27/2020 4:51 PM
155	Lombardy Ave and Commercial Blvd	5/27/2020 4:51 PM
156	.	5/27/2020 4:50 PM
157	X	5/27/2020 4:50 PM
158	Bougainvillea A1A	5/27/2020 4:46 PM
159	ElMar	5/27/2020 4:45 PM
160	WOULD BE NICE FOR SOUTH OCEAN TO BE SAFER BUT THAT IS HARD. MAKING EL MAR 1 LANE WOULD MAKE THAT SAFER	5/27/2020 4:43 PM
161	Commercial and Ocean Dr	5/27/2020 4:41 PM



Town of Lauderdale-By-The-Sea Pedestrian Plan Public Outreach Survey

Q8 Do you ever alter your walking/biking/running route to be in the shade?

Answered: 177 Skipped: 0



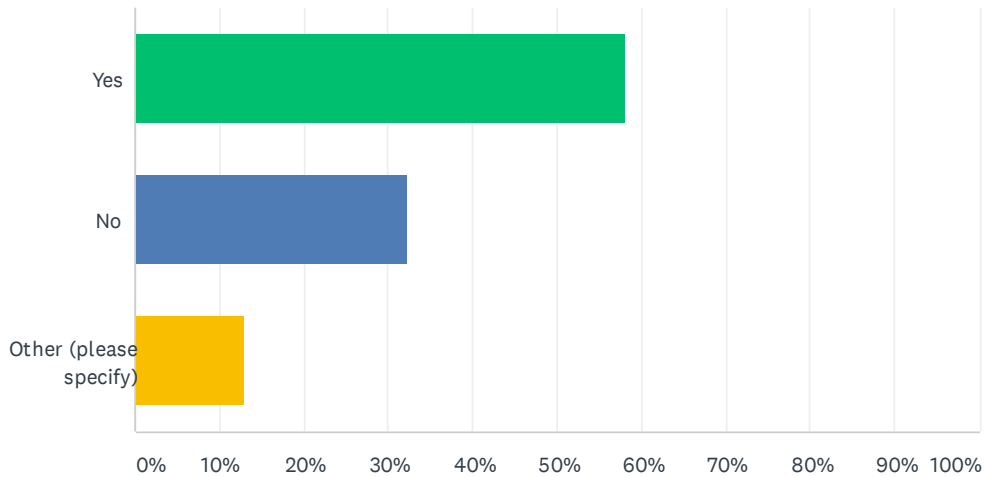
ANSWER CHOICES	RESPONSES	
Yes	74.58%	132
No	24.29%	43
Other (please specify)	4.52%	8
Total Respondents: 177		



Town of Lauderdale-By-The-Sea Pedestrian Plan Public Outreach Survey

Q9 Would you walk/bike/run more often if you felt it was safer to do so?

Answered: 177 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	58.19%	103
No	32.20%	57
Other (please specify)	12.99%	23
Total Respondents: 177		



Town of Lauderdale-By-The-Sea Pedestrian Plan Public Outreach Survey

Q10 In your neighborhood, are there streets that you consider dangerous? If so, where are they?

Answered: 159 Skipped: 18

#	RESPONSES	DATE
1	no	6/16/2020 12:30 PM
2	No	6/16/2020 11:54 AM
3	No	6/15/2020 12:13 AM
4	A1A	6/14/2020 11:26 PM
5	S of Commercial - Sea grape. Basin late at night by the marina where the boats are	6/14/2020 10:11 PM
6	No	6/13/2020 3:47 PM
7	Commercial	6/13/2020 11:27 AM
8	Commercial Blvd.	6/13/2020 9:37 AM
9	Not sure- I don't think so. But I don't feel safe walking at night or in the dark, in general.	6/13/2020 9:16 AM
10	None	6/12/2020 4:00 PM
11	Not Really	6/12/2020 2:07 PM
12	Sections of Hibiscus & Sea Grape	6/12/2020 2:01 PM
13	Commercial and Ocean	6/12/2020 1:25 PM
14	Bouginville and sea grape are dangerous because of too much through traffic	6/12/2020 11:55 AM
15	no	6/12/2020 10:17 AM
16	A1a where there r no traffic lights	6/11/2020 11:17 PM
17	A1A where it changes over to South Ocean Blvd. from North Ocean is very dangerous to anyone that is not in a vehicle. I've witnessed first hand someone who was hit by a guy on a motorcycle while he was crossing a dark, poorly lit section of the road. Neighbors have told me he was the fourth person this year to get hit in that exact same spot. We need better lighting & more crosswalks (like the one near Publix, in front of Plunge) on A1A!!!	6/11/2020 8:59 PM
18	No	6/11/2020 6:32 PM
19	no	6/11/2020 12:29 PM
20	Sea Grape with speeders by passing Ocean Dr to Commercial	6/10/2020 6:01 PM
21	Bridges at Atlantic and Commercial	6/10/2020 9:49 AM
22	cars entering and exiting the roadway to and from parking lots	6/10/2020 9:49 AM
23	EL MAR. Live in Sea Ranch Club Condominiums.	6/9/2020 7:10 PM
24	No	6/9/2020 6:16 PM
25	Hibiscus Ave is dangerous because it is the main artery for residence to walk to beach and there is no sidewalk to allow safe pedestrian exit of the 70 homes on Tropic, Allenwood, and Hibiscus Ave	6/9/2020 5:25 PM
26	not particularly	6/9/2020 1:25 PM
27	no... less foot traffic in our neighborhood would be great... prefer "non residents" stay on A1A not cut thru Bel air	6/9/2020 1:00 PM
28	due to speeding and high traffic, walking in the street is hazardous	6/9/2020 12:13 PM
29	Corner of Hibiscus and Seagrape and corner of Hibiscus and Poinciana	6/9/2020 10:07 AM
30	Cross walk by sea watch	6/8/2020 9:54 PM
31	No	6/8/2020 9:46 PM
32	No, I feel very safe.	6/8/2020 9:32 PM
33	N/A	6/8/2020 2:46 PM



34	#1. E Tradewinds Ave does not have speed bumps and is often used as a cut-through and drivers do not adhere to the posted speed limit. They often speed down the street or run stop signs. #2. El Mar is not safe for biking as there is no designated bike lane. Drivers often get too close to bikers and/or pedestrians.	6/8/2020 2:02 PM
35	Yes, Bougainvillea Dr South bound. Cars like to speed	6/7/2020 10:18 PM
36	I am cautious after dark on El Mar and side streets near El Mar. I feel comfortable west of A1A.	6/7/2020 6:25 PM
37	No	6/7/2020 3:23 PM
38	There are tight areas, but overall we are lucky to have what we have 😊	6/7/2020 1:26 PM
39	Bougainvillea curve where we stop to get on commercial they should too	6/7/2020 12:41 PM
40	Commercial Blvd	6/7/2020 11:17 AM
41	The two main streets of Bel Air are narrow so you must walk/run/bike and drive with caution	6/7/2020 8:29 AM
42	A1A	6/7/2020 8:18 AM
43	No.	6/6/2020 8:38 PM
44	South end el Mar South end Bougainvillea	6/6/2020 7:58 PM
45	No	6/6/2020 9:01 AM
46	Alley ways	6/5/2020 10:22 PM
47	Speeding down Hibiscus.	6/5/2020 6:59 PM
48	El Mar is dangerous for cars!	6/5/2020 6:50 PM
49	No	6/5/2020 5:37 PM
50	Poinciana st. People fly down that road	6/5/2020 5:14 PM
51	There are poor drivers everywhere. I never assume that anyone is going to stop at the stop sign at Washingtonia... at bouganvillea or Poinciana. And as I have already mentioned I totally avoid walking down A1A.	6/5/2020 5:01 PM
52	A1A	6/5/2020 4:56 PM
53	No	6/5/2020 3:41 PM
54	If they don't have enough lighting	6/5/2020 3:13 PM
55	Sea Grape and Hibiscus, Hibiscus and Bougainvillea. People speed and disregard stop signs.	6/5/2020 1:11 PM
56	southern section of A1A	6/5/2020 1:08 PM
57	no	6/5/2020 1:06 PM
58	Activity on El Mar is haphazard and chaotic. Bikers, walkers, runners all act as if they have right of way on the road. Walkers do not stay on the sidewalks and often cross the road in front of bikes and vehicles, almost daring them not stop.	6/5/2020 12:57 PM
59	A1A	6/5/2020 12:23 PM
60	Not very	6/5/2020 12:22 PM
61	No	6/5/2020 12:15 PM
62	Don't live in lbs, frequent visitor	6/5/2020 12:13 PM
63	No but we could use more street lights. Poinciana & Bouganvillea & Washingtonia	6/5/2020 11:37 AM
64	Silver Shores in General is a bit scary due to small streets and all the cut through traffic. West and East Tradewinds North of Commercial especially.	6/5/2020 11:31 AM
65	No	6/5/2020 11:04 AM
66	POI5Y B	6/5/2020 11:00 AM
67	No	6/5/2020 11:00 AM



68	LBTS circle	6/5/2020 10:55 AM
69	No	6/5/2020 10:03 AM
70	Crossing A1A at the Palm Club (1431 to 1438)	6/5/2020 9:57 AM
71	bel air drive, and A1A	6/5/2020 9:46 AM
72	Commercial, A1A, Sea Grape south of Commercial because of speeding cars and drivers taking alternative route off A1A to get to the bridge	6/5/2020 9:30 AM
73	Not really	6/5/2020 9:29 AM
74	Coral Reef Drive and Bel Air Ave - speeders even with speed bumps on Coral Reef Drive.	6/5/2020 9:15 AM
75	No	6/5/2020 9:04 AM
76	A1A	6/5/2020 8:53 AM
77	Area between Galt and El Mar.	6/5/2020 8:31 AM
78	No	6/5/2020 8:31 AM
79	Oakland Park	6/5/2020 8:20 AM
80	N/a	6/5/2020 8:14 AM
81	No	6/5/2020 8:11 AM
82	a1a	6/5/2020 5:53 AM
83	NO	6/4/2020 1:29 PM
84	yes in and around the sports complex, tennis courts, near the church at night	6/3/2020 11:11 AM
85	No	6/3/2020 10:04 AM
86	Need a sidewalk on Hibiscus between Bougainvillea and Sea Grape. No where to walk to the beach but in Hibiscus road where busy car traffic.	6/3/2020 8:56 AM
87	A1A	6/3/2020 7:40 AM
88	No	6/1/2020 9:12 PM
89	No	6/1/2020 6:51 AM
90	A1A	6/1/2020 5:57 AM
91	Sea Grape south of Commercial. Rare but occasional drunk renters and / or suspicious men walking around	5/31/2020 5:11 PM
92	No	5/30/2020 10:45 PM
93	With more lighting on El Mar, it would be fine.	5/30/2020 9:19 PM
94	No except for traffic trying to avoid Commercial. South Tradewinds Ave sometimes.	5/29/2020 9:53 PM
95	Neighborhood streets are safe	5/29/2020 12:47 PM
96	Bougainvillea Drive, Ocean Drive & El Mar Drive at and around Commercial Blvd	5/29/2020 9:02 AM
97	A1A	5/29/2020 7:57 AM
98	Intersection of Imperial and A1A	5/29/2020 12:09 AM
99	No	5/28/2020 10:00 PM
100	No	5/28/2020 8:59 PM
101	There should be a sign at the bottom of the stop-sign on Washingtonia at the corner of Sea Grape notifying that it is NOT a 3-way stop. It should not be made into a 3-way stop, just a sign on the stop sign notifying that it is not.	5/28/2020 8:31 PM
102	No	5/28/2020 7:04 PM



103	No.	5/28/2020 5:52 PM
104	A1A	5/28/2020 4:40 PM
105	El Mar after dark due to lack of lighting both north and south of commercial and nearly every west of Ocean after dark.	5/28/2020 4:24 PM
106	A1A traffic	5/28/2020 3:01 PM
107	East Tradewinds - too much cut through traffic and no speed bumps, only one stop sign. Everyone flies down that street. Sea Grape and Washingtonia intersection - gets alot of cut through traffic, everyone turning onto Sea Grape from Washingtonia thinks its a 3 way stop and I almost get hit while driving a few times a week by cars pulling out in front of you from Washingtonia when you are going North or South on Sea Grape. Some streets also definately need more street lights. Oceanic and East Tradewinds is pitch black at night, hard to see people walking their dogs or running.	5/28/2020 1:05 PM
108	No	5/28/2020 8:43 AM
109	El mar and A1A have too many bikers invading all roads. Do not respect transit rules	5/28/2020 8:20 AM
110	What do you mean by dangerous? I've fractured my shoulder and hip from falls due to terrible pavements in town.	5/28/2020 8:18 AM
111	Yes busy roads & dark areas	5/28/2020 8:04 AM
112	No	5/28/2020 7:16 AM
113	A1A	5/28/2020 7:16 AM
114	bougainvilla - risky at night. I've had cars stop while I was walking alone and ask me to come over to the car. Also, cars drive too fast and run the stop sign on bougainvillea.	5/28/2020 6:52 AM
115	no	5/27/2020 10:23 PM
116	None	5/27/2020 9:49 PM
117	No	5/27/2020 9:34 PM
118	No	5/27/2020 9:09 PM
119	too many tall bushes at corners. cant see oncoming traffic	5/27/2020 9:03 PM
120	El Mar and A1A (bicyclists paying no attention to any rule of the road or to any common courtesies).	5/27/2020 8:59 PM
121	Closer to the beach	5/27/2020 8:51 PM
122	No	5/27/2020 8:40 PM
123	no	5/27/2020 7:51 PM
124	Commercial and Ocean Dr.	5/27/2020 7:49 PM
125	No	5/27/2020 7:28 PM
126	No	5/27/2020 7:05 PM
127	A1A	5/27/2020 7:00 PM
128	Just nighttime. No lights on wl mar. Holiday inn abandoned and sketchy	5/27/2020 6:51 PM
129	no	5/27/2020 6:44 PM
130	Everywhere in LBTS except el mar drive	5/27/2020 6:40 PM
131	No	5/27/2020 6:38 PM
132	A1A	5/27/2020 6:38 PM
133	No	5/27/2020 6:34 PM
134	Bougainvilla - north of Commercial Drivers tend to speed on this road.	5/27/2020 6:29 PM



135	None	5/27/2020 6:28 PM
136	Just the drivers not stopping at stop signs when they should yield to pedestrians	5/27/2020 6:14 PM
137	no	5/27/2020 6:10 PM
138	no	5/27/2020 6:04 PM
139	cars speeding down the street looking for access streets, and then turn around when they find there isn't one	5/27/2020 6:03 PM
140	Na	5/27/2020 5:49 PM
141	Intersection of Commercial Blvd. and A1A	5/27/2020 5:46 PM
142	hibiscus	5/27/2020 5:39 PM
143	I feel safe in lbs	5/27/2020 5:28 PM
144	Crossing A1A is dangerous	5/27/2020 5:27 PM
145	A1A in the Area of Assumption Church, car go too fast and don't slow for pedestrians	5/27/2020 5:27 PM
146	No	5/27/2020 5:07 PM
147	A1A - no pedestrian crosswalk at Hibiscus.	5/27/2020 4:55 PM
148	No	5/27/2020 4:53 PM
149	Bel air avenue	5/27/2020 4:53 PM
150	I have always felt dafe in our community as always pay attention to my surroundings	5/27/2020 4:52 PM
151	no	5/27/2020 4:52 PM
152	A1A	5/27/2020 4:51 PM
153	Yes, Lombardy Ave has NO speed bump or speed limit sign. People drive like crazy fast on that street, although it's residential.	5/27/2020 4:51 PM
154	No, but I like them lit.	5/27/2020 4:50 PM
155	No	5/27/2020 4:50 PM
156	N/A	5/27/2020 4:46 PM
157	no	5/27/2020 4:45 PM
158	WE'RE ON SOUTH OCEAN SO NOT REALLY	5/27/2020 4:43 PM
159	No	5/27/2020 4:41 PM



Town of Lauderdale-By-The-Sea Pedestrian Plan Public Outreach Survey

Q11 Is there anything else you would like us to know about walking/biking/running in Lauderdale-By-The-Sea?

Answered: 131 Skipped: 46

#	RESPONSES	DATE
1	no	6/16/2020 12:30 PM
2	Would like signs making it clear that bikes should be on the bike lane and not on the sidewalk. Better too if they rode their bike with traffic. Love that scooters are not allowed in LBTS	6/16/2020 11:54 AM
3	No	6/15/2020 12:13 AM
4	Traffic light timing to cross A1A requires such a long wait that many people don't wait	6/14/2020 11:26 PM
5	Part timers (maybe they are renters) dont pick up after their dogs....and its the large ones that they don't pick up after. This is in the residential areas. Silver Shores	6/14/2020 10:11 PM
6	More pedestrian only areas would be nice near pier	6/13/2020 3:47 PM
7	Need better bike lanes and more shade	6/13/2020 11:27 AM
8	It would be great if there was a path/boardwalk on the beach in front of the hotels/condos and restaurants.	6/13/2020 9:37 AM
9	I wish there was a bit more shade and more garbage cans. It would also be nice to have pet pickup stations sporadically!	6/13/2020 9:16 AM
10	No. Thanks for the concern.	6/12/2020 4:00 PM
11	Need More Sitting Areas With Shade!!!	6/12/2020 2:07 PM
12	Research Sea Pines in Hilton Head Island, SC for a planned bike/walk community.	6/12/2020 1:25 PM
13	Need more bike lanes and traffic calming / slowing measures	6/12/2020 11:55 AM
14	speed bumps needed to slow drivers on El Mar.	6/12/2020 10:17 AM
15	Need more traffic lights. People r getting killed trying to cross the street!!	6/11/2020 11:17 PM
16	Yes. Bikers who continue to ride with the flow of traffic on A1A are a nightmare waiting to happen. We need to designate certain biking areas (perhaps on larger roads or utilizing the very wide sidewalks throughout the town) to prevent any more vehicle/cyclist accidents in the future.	6/11/2020 8:59 PM
17	Great town!	6/11/2020 6:32 PM
18	no	6/11/2020 12:29 PM
19	We need a fenced area for dogs to run and play together	6/10/2020 6:01 PM
20	Require helmets and MASKS now. El Mar should not all bikes. Needs signs to tell pedestrians to walk in sidewalk NOT in the road. Add green flashing lights in walkway beside Pam Rossi's store.	6/9/2020 7:10 PM
21	We need a dog beach	6/9/2020 6:16 PM
22	Please consider building sidewalk to improve safety of pedestrians on North side of Hibiscus Ave from Bougainvillea Dr to Tropic Drive. (approx 700 ft of sidewalk)	6/9/2020 5:25 PM
23	The entrance to LBTS from N Ocean BLVD where it narrows down is a nightmare. I would suggest Jersey Barriers instead of arrows on the road which mean this way only to direct traffic either continuing straight onto A1A or taking a right on Palm Ave	6/9/2020 10:07 AM
24	Lack of side walks on some streets	6/8/2020 9:46 PM
25	I enjoying going to the beach so I am glad that it is open again.	6/8/2020 9:32 PM
26	Speed bumps on E Tradewinds would be welcome. Wider sidewalks and a designated bike lane on El Mar.	6/8/2020 2:02 PM
27	No	6/7/2020 10:18 PM
28	The influx of bicyclists and pedestrians during the pandemic, particularly on Commercial Blvd, made things less safe as they would ride in the middle of the street to avoid others or run through a minor intersection without looking for traffic.	6/7/2020 6:25 PM



29	Nope	6/7/2020 1:26 PM
30	I love it with all my heart	6/7/2020 12:41 PM
31	6 Parking spots for LBTS residents at EL Prado is extremely important to me. The only issue I truly care about. Must have resident permit parking close to beach and town.	6/7/2020 11:17 AM
32	Grateful for our bike lanes that keep bikers off the sidewalks and roads	6/7/2020 8:29 AM
33	No.	6/7/2020 8:18 AM
34	Wider sidewalks on A1A and better lighting on El Mar Drive.	6/6/2020 8:38 PM
35	Miss it	6/6/2020 9:01 AM
36	Could we have a boardwalk ?	6/5/2020 10:22 PM
37	People should not be walking on the road on ElMar!	6/5/2020 6:50 PM
38	Some of the choices in the server I never do but had no choice to use them.	6/5/2020 5:37 PM
39	We need decent bike lanes and paved streets and sidewalks	6/5/2020 5:14 PM
40	I know that there are a few people that have protested closing off any part of El Mar. You would have my vote to close it off entirely! what a wonderful area that would be if it were only open to pedestrians and bicycles!!!	6/5/2020 5:01 PM
41	Having 4 BSO Units around the Aruba's and 101 ocean Is a waste of manpower . These officers Could be utilized in other locations then a far more dangerous then LBTS In writing tickets to people who did nothing wrong .	6/5/2020 3:41 PM
42	Additional pet waste bags and disposal areas would be appreciated! Not fun walking around with a full bag and no where to dispose.	6/5/2020 3:13 PM
43	Would like a bike path along the beach away from the psycho drivers	6/5/2020 2:51 PM
44	No, thanks.	6/5/2020 1:11 PM
45	Perhaps restrict bikers to right lane only on El Mar and vehicles stay in left lane.. Have a security guard enforce traffic rules at El Mar/Commerce T zone (from Ocean drive to Aruba and a few blocks either side on El Mar) —no tickets unless they argue with directives. Politely assume they don't know the rules! Make that T zone pedestrian/Bicycle only. No motorized vehicles.	6/5/2020 12:57 PM
46	We could use more dog bag stations to throw away dog poop. More lights at night and wider sidewalks.	6/5/2020 12:33 PM
47	Definitely need more shade and wider sidewalks	6/5/2020 12:22 PM
48	Too many cars in the square itself. Pedestrian isle it with a bike lane.	6/5/2020 12:15 PM
49	Traffic at circle near Aruba's needs restricted to parking only	6/5/2020 12:14 PM
50	No	6/5/2020 11:37 AM
51	Nope!	6/5/2020 11:31 AM
52	ILQERGPQIOUREHG	6/5/2020 11:00 AM
53	No	6/5/2020 11:00 AM
54	Love to come - by car- don't want to have to fight bikes/ walkers	6/5/2020 10:55 AM
55	No	6/5/2020 10:03 AM
56	Nice to have visible crosswalks installed	6/5/2020 9:57 AM
57	creating a board walk, would increase the amount of people out, and would be a great addition to the city. also a walking path on the pier. The city should outright but the pier. Also, close off the center of town, lower the risk of cars going in circles.	6/5/2020 9:46 AM
58	I would like a designated area that could be fenced so that our very friendly pet community could have dogs off leash to run and play	6/5/2020 9:30 AM



59	I don't feel safe riding in the bike lane on A1A. I worry about the car traffic and not being seen.	6/5/2020 9:29 AM
60	Make speed bumps in BelAir and other areas more noticeable with approaching arrows and warning (yellow) paint on all	6/5/2020 9:15 AM
61	I only feel unsafe at night, due to lack of lighting, and due to unchecked speeding.	6/5/2020 8:34 AM
62	Commercial bridge needs a guard rail! Cars speed over it all the time. BSO does great speed enforcement, however for me to feel safe a guard rail with reflectors would be wonderful	6/5/2020 8:31 AM
63	All is good	6/5/2020 8:14 AM
64	Would like a dog park	6/5/2020 8:14 AM
65	LBTS is my Happy Place.	6/5/2020 8:11 AM
66	bike riders do not comply with traffic laws	6/5/2020 5:53 AM
67	No	6/4/2020 1:29 PM
68	please install better lighting	6/3/2020 11:11 AM
69	Better signage as well as Specific crosswalks along A1A between Washingtonia and Commercial as well as Commercial and further south. It would've been good to be able to answer not applicable on some of these such as walking pets. We don't have any therefore not the right people at answering that specific question and/or not something we do. Also with some of the questions on how do you move, some we don't use at all so should be n/a.	6/3/2020 10:04 AM
70	High traffic, especially during season prevents access across Commercial Blvd and across A1A	6/3/2020 8:56 AM
71	Nop	6/3/2020 7:40 AM
72	Need more trees to provide shade and better sidewalks	6/1/2020 9:12 PM
73	No	6/1/2020 6:51 AM
74	No	6/1/2020 5:57 AM
75	Desperately need a cross-walk on Hibiscus crossing A1A, long overdue. Need another speed bump and stop sign on Sea Grape south of Commercial. Cars use that to avoid A1A and many go way too fast.	5/31/2020 5:11 PM
76	N/a	5/30/2020 10:45 PM
77	I only do the El Mar and downtown area so am not familiar with the other areas.	5/30/2020 9:19 PM
78	no	5/29/2020 9:53 PM
79	No	5/29/2020 12:47 PM
80	Please leave the dogs safely at home when dog owners are going out to dine or bar hop. Reasons...cleanliness, safety. Establishments providing a comfortable atmosphere in and around the Establishments without other patrons & visitors having to be concerned about what a dog 's behavior or when "overserved" patron's behavior may disrupt their relaxing, enjoyable dining or visit experience.	5/29/2020 9:02 AM
81	Electirc piles on ElMar are in the middle of the sidewalks and cause you to have to walk into the street when lots of people are out walking.	5/29/2020 7:57 AM
82	NEED bigger and better sidewalks!	5/29/2020 12:09 AM
83	LBTS has nice bike lanes. Bikers continue to use sidewalks and seem to demand walkers give right of way. These are side "walks" not side "bikes." I prefer to have scooters to bikes on the sidewalks. Most bikers don't even have the courtesy to announce their presence when approaching walkers from behind. Bikers should walk their bikes across the intracoastal bridge if they choose to use very narrow side walk. This is the most dangerous place since a small biker/pedestrian collision could send either or both into high speed traffic on the bridge. Bottom line LBTS should outlaw bikes on sidewalks-they can use the very nice bike lanes in the street. Can't legislate biker attitude so this is next best thing.	5/28/2020 10:00 PM
84	N/A	5/28/2020 8:31 PM



85	Need to consider cars backing across sidewalk onto El Mar	5/28/2020 7:04 PM
86	It would be nice to have bike lanes for A1A like they have south of town in Fort Lauderdale.	5/28/2020 5:52 PM
87	thanks for asking	5/28/2020 4:40 PM
88	After dark is very intimidating for adults and unsafe for young adults due to lack of lighting and activity, there seems to be very few law enforcement patrols on El Mar and on north and south streets west of El Mar. We need the same number of patrols as there has been during the pandemic.	5/28/2020 4:24 PM
89	Its a great neighborhood to enjoy while walking, running or biking but a few additions to slow "cut through traffic" in the neighborhood and more lighting would be fantastic.	5/28/2020 1:05 PM
90	No	5/28/2020 8:43 AM
91	Rules for proper biking should be impose. It's impossible to drive and we cars need the roads.	5/28/2020 8:20 AM
92	I love this town. I just feel there should be more police monitoring traffic speed. Thank you for keeping this town a great place to live.	5/28/2020 8:18 AM
93	More security	5/28/2020 8:04 AM
94	Too many people walk in the streets	5/28/2020 7:16 AM
95	TERRIBLE bicycle experience. bike lanes not respected by cars nor pedestrians nor fellow bikers!!!!	5/28/2020 7:16 AM
96	Traffic lights take too long to change when pressing pedestrian crossing buttons on a1a making crossing less safe e.g. Imperial lane and A1A	5/28/2020 6:52 AM
97	keep bikes off sidewalks and have them obey speed limits when on the road	5/27/2020 10:23 PM
98	Too much traffic	5/27/2020 9:49 PM
99	No	5/27/2020 9:34 PM
100	No	5/27/2020 9:09 PM
101	ban biking and erase bike lanes on A1A. One death will haunt us one day	5/27/2020 9:03 PM
102	Don't encourage bicyclists to use El Mar nor A1A in any way, shape or form unless there will be police present who are dedicated to make bicyclists obey laws of the road and common decency.	5/27/2020 8:59 PM
103	No	5/27/2020 8:51 PM
104	Sidewalks are uneven in places..trip hazards. Also, utility covers loose sometimes.	5/27/2020 8:40 PM
105	no	5/27/2020 7:51 PM
106	Reminding bicyclist to obey traffic laws.	5/27/2020 7:49 PM
107	Very comfortable place to do all three.	5/27/2020 7:28 PM
108	No	5/27/2020 7:05 PM
109	Sidewalks and street flooding are a safety issue	5/27/2020 6:51 PM
110	giving walkers the right of way to cross streets at will and expect cars to stop might be the dumbest thing I have ever seen. Tragedies in the making	5/27/2020 6:44 PM
111	Make it more bike and walking friendly Reduce cars delivery trucks and parking No trucks during daylight hours	5/27/2020 6:40 PM
112	More shade on El Mar	5/27/2020 6:38 PM
113	Need a beach boardwalk	5/27/2020 6:34 PM
114	Walkable city is ideal.	5/27/2020 6:29 PM
115	More street lights after the plaza	5/27/2020 6:28 PM
116	Love to maximize any shaded breezy spots for walking, biking, pet walking, errands.	5/27/2020 6:14 PM



117	Need better lighting. I don't feel as safe at night	5/27/2020 6:04 PM
118	No	5/27/2020 5:49 PM
119	No	5/27/2020 5:27 PM
120	No.	5/27/2020 4:55 PM
121	No	5/27/2020 4:53 PM
122	No	5/27/2020 4:53 PM
123	no	5/27/2020 4:52 PM
124	No	5/27/2020 4:51 PM
125	No	5/27/2020 4:51 PM
126	In areas where there is a wall next to the sidewalk, make sure the sidewalk has enough light at night.	5/27/2020 4:50 PM
127	Yes, El Mar Drive. Median, walking Lane, 1 car Lane, bicycle lane, wider sidewalk	5/27/2020 4:50 PM
128	There are only 4 places to cross Commercial Blvd, which divides the town for pedestrians	5/27/2020 4:46 PM
129	drainage & width of sidewalks can be a problem as well as the light sequence at Commercial & A1A	5/27/2020 4:45 PM
130	WE GENERALLY FEEL SAFE IN WALKING AND RIDING BUT WOULD LOVE EL MAR TO BE SINGLE LANE WITH BETTER SHADE TREES.	5/27/2020 4:43 PM
131	Looking forward to improvements along El Mar	5/27/2020 4:41 PM



► APPENDIX C: AFFILIATED PLANNING DOCUMENTS

BROWARD METROPOLITAN ORGANIZATION (MPO) COMMITMENT 2045 LRTP

The Broward County Long Range Transportation Plan (LRTP) is a comprehensive multimodal transportation plan that looks forward at least 20 years, considering solutions that will best address projected mobility needs with given available resources. The LRTP is developed by the local Metropolitan Planning Organization (MPO) through a process of engaging the community and all implementing agencies within the metropolitan region. This Plan is very similar to a Comprehensive Plan consisting of a vision, mission, goals, and objectives, as well as financial analysis, strategies, and policies.

As stated in the LRTP, the MPO's three key goals are to:

1. Move People & Goods
2. Create Jobs
3. Strengthen Communities

The Broward MPO developed a new approach to funding transportation projects and now manages funding programs in six major categories:

1. Highway
2. Transit
3. Systems Management/Safety
4. Complete Streets & Localized Initiatives
5. Complete Streets Master Plan
6. Mobility Hubs

Based on these goals and objectives, the plan gives great emphasis on projects that support the usage and improvement of the existing transportation system. In addition, the Plan not only addresses the need for roadway improvements but also encourages the improvement and maintenance of multimodal transportation systems. The inclusion of multi-modal projects and improvements in the Plan, such as transit expansion and improvements, sidewalk improvements, pedestrian and bicycle trail improvements, and environmentally sensitive projects, promote the quality of life for the County's residents and visitors.

The Southeast Florida Regional Transportation Plan (RTP) is a document that identifies the most significant transportation investments needed to meet growing travel demands throughout Broward, Miami-Dade, and Palm Beach Counties. The Plan provides a set horizon year (2040) to provide time for agencies to gather funds and complete the appropriate work required to design and construct the proposed improvements projects. Essential elements of the RTP include:

- Estimates of growth over the next 25 years
- Goals for accommodating such growth
- Regional multi-modal options
- Public engagement
- Regionally significant investments
- Funding





The RTP's main goal is to provide a coordinated regional planning and decision making that results in a seamless system of multimodal facilities to meet the travel needs of people and freight. Under this and many other goals and objectives, the Plan proposes a variety of multimodal projects that support and provide sustainable and reliable transportation options for the region's residents businesses, visitors, and the national economy as well.

The Town has a number of potential projects in mind should funding become available. Currently, the Town is working with Broward County Transit to install bus shelters where there is currently limited seating, shade and other amenities.

LAUDERDALE-BY-THE-SEA COMPREHENSIVE PLAN

Adopted in 2011, the Lauderdale-By-The-Sea Comprehensive Plan provides a vision for the Town that is based on the ideals and goals residents and Town officials have for the Town's future. The Town is currently working on a complete update of the Comprehensive Plan to reflect projects that have been completed, as well as changes in technology, State law and other factors. This Plan ensures that the Town maintains the capability to continue to guide development and redevelopment and provides for the maintenance of existing development so that the nature and character of the Town may be preserved for future generations. The Comprehensive Plan guides decisions made regarding land use, transportation, housing, infrastructure, conservation, open space, capital improvements, and intergovernmental coordination. The Future Land Use and Transportation Elements set policy for conserving and preserving the Town's neighborhoods, its capital investments, its natural resources, and planning for a multimodal system emphasizing public transportation. A review and analysis of the Comprehensive Plan will be performed from which various goals, objectives, and policies relating to transit mobility will be updated and new ones identified. It is crucial to review and identify all the existing policies related to transit mobility at the initial stage of this Plan to better accommodate and accomplish the Town's set goals and objectives. Goals, Objectives, and Policies related to improved mobility options are provided in Appendix I.

Town of Lauderdale by the Sea

Land Use Map

Legend

 Lauderdale By The Sea Boundary

Land Use

- Medium Density, Single Family Units
- High Density, Multiple Dwelling Units, Low Rise
- High Density, Multiple Dwelling Units, High Rise
- Commercial and Services
- Shopping Centers
- Institutional
- Swimming Beach
- Channelized Waterways, Canals
- Green Space

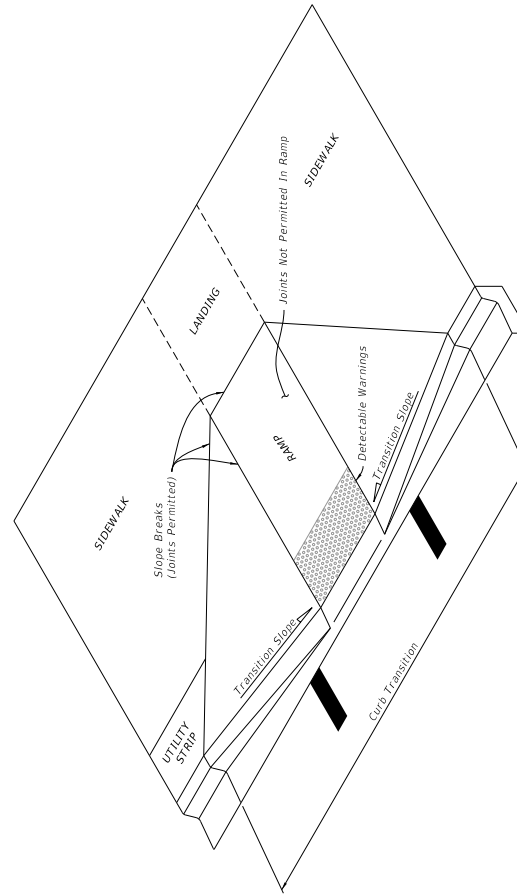
Prepared By:



Date: 2/10/2020



► APPENDIX D: DETAILS FOR APPENDIX



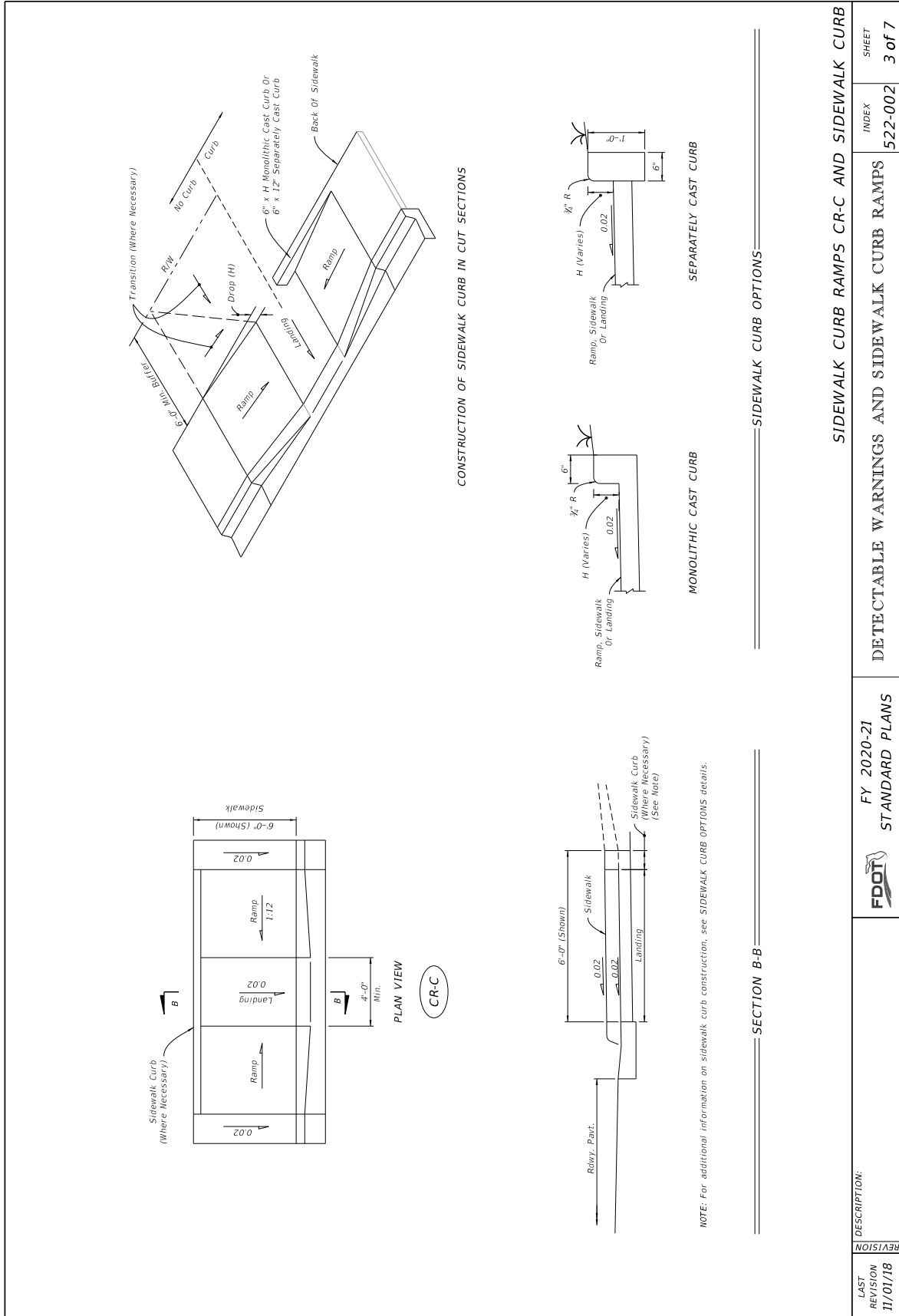
CURB RAMP NOMENCLATURE

LAST REVISION 11/01/19	DESCRIPTION:  FY 2020-21 STANDARD PLANS	INDEX 522-002	SHEET 1 of 7
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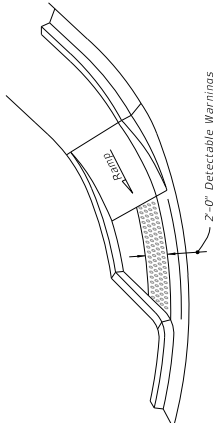
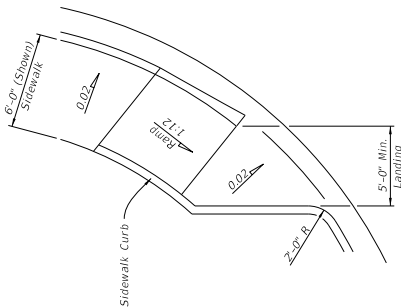
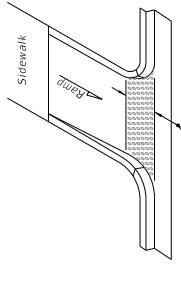
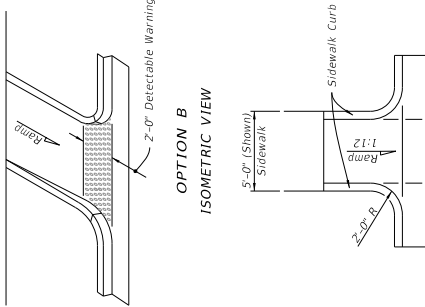
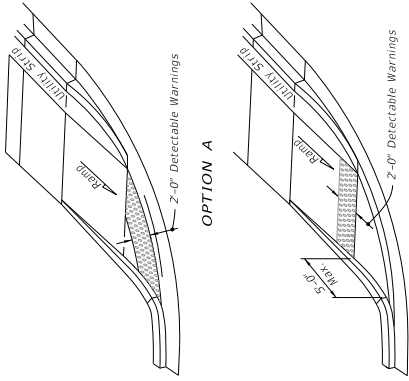
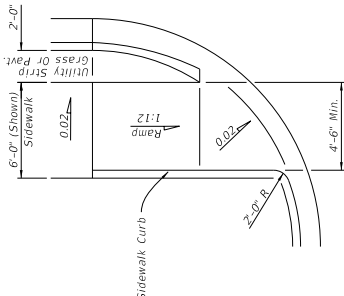
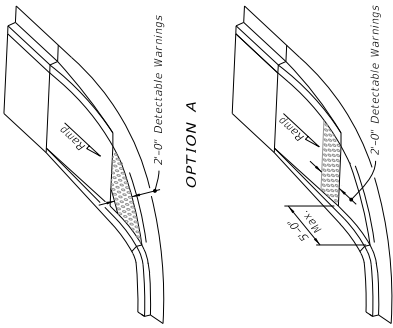
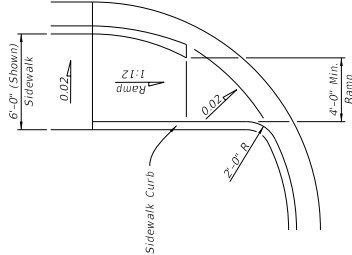
GENERAL NOTES:

1. Cross Slopes and Grades:
 - A. Sidewalk, ramp, and landing slopes (i.e. 0.02, .005, and 1:12) shown in this Index are maximums. With approval of the Engineer, provide the minimum feasible slope when the requirements cannot be met.
 - B. Landings must have cross-slopes less than or equal to 0.02 in any direction.
 - C. Maintain a single longitudinal slope along each side of the curb ramp.
 - D. Ramp slopes are not required to exceed 15 feet in length.
2. Curb, Curb and Gutter, and/or Sidewalk:
 - A. Refer to Index 522-001 for concrete thickness and sidewalk details.
 - B. Remove any existing curb, curb and gutter, or sidewalk to the nearest joint beyond the curb transition or to the extent that no remaining section is less than 5 feet long.
3. Curb Ramp, Alpha-Identification:
 - A. Sidewalk, curb ramp, alpha-identifications (e.g. CR-A) are provided for reference purposes in the Plans.
 - B. Alpha-identifications CR-I and CR-J are intentionally omitted.
4. Detachable Warnings:
 - A. Install detectable warnings in accordance with Specification 527.
 - B. Place detectable warnings across the full width of the ramp or landing, to a minimum of 5 feet from the back of the curb line and no greater than 5 feet from the back of the edge of pavement.
 - C. If detectable warnings are shown in the Plans on slopes greater than 5%, align the warnings with the centerline of the ramp; otherwise, the truncated domes are not required to be aligned.
5. Detachable Warnings – Acceptance Criteria:
 - A. Color and texture shall be complete and uniform.
 - B. 90% of individual truncated domes shall be in accordance with the Americans with Disabilities Act Standards for Transportation Facilities, Section 705.
 - C. There shall be no more than 4 non-compliant domes in any one square foot.
 - D. Non-compliant domes shall not be adjacent to other non-compliant domes.
 - E. Surfaces shall not deviate more than 0.10" from a true plane.

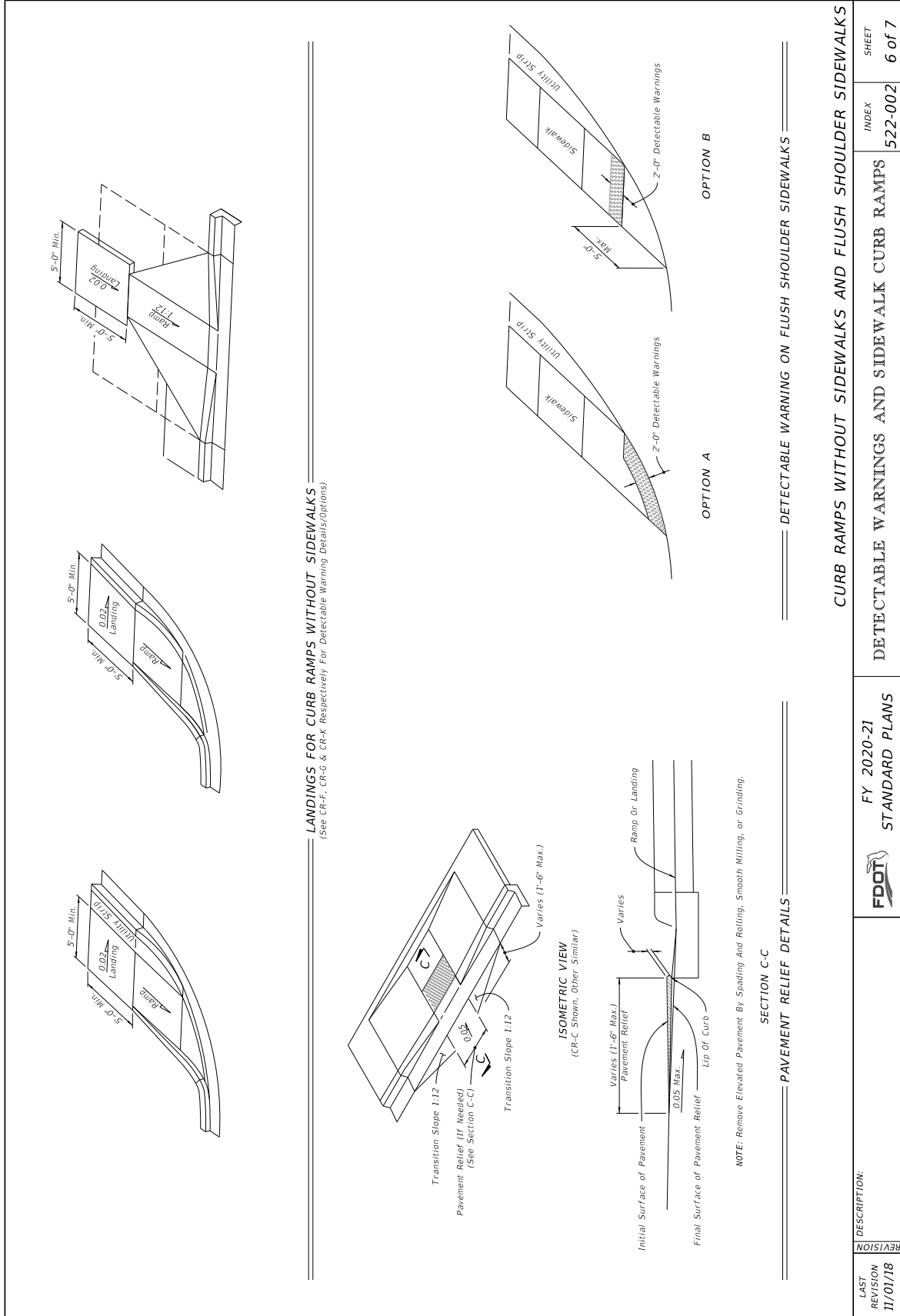






LAST REVISION 11/01/18		DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS		DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS		INDEX 522-002	SHEET 4 of 7							
 ISOMETRIC VIEW		 PLAN VIEW	CR-D	 ISOMETRIC VIEW	 PLAN VIEW	CR-E	 ISOMETRIC VIEW	 PLAN VIEW	CR-F	 ISOMETRIC VIEW	 PLAN VIEW	CR-G	SIDEWALK CURB RAMPS CR-D, CR-E, CR-F & CR-G		





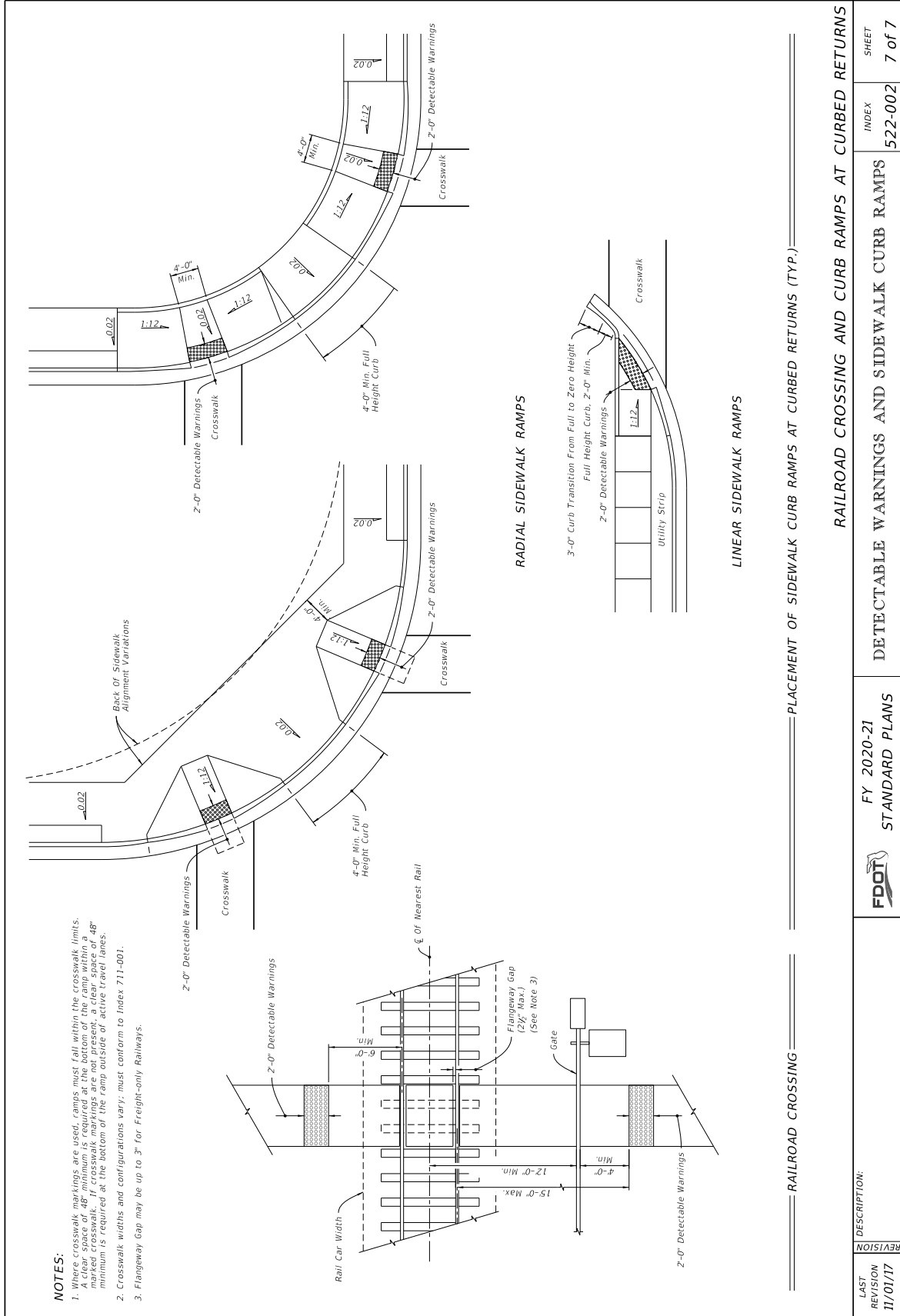
FY 2020-21
STANDARD PLANS



DESCRIPTION:
REVISION
11/01/18

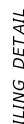
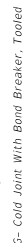
INDEX
522-002

SHEET
6 of 7





5. Construct sidewalks with Edge Beam through the limits of any surface mounted Pedestrian/Bicycle Railing or Pipe Guiderail shown in the plans. (See RAILING DETAIL)



... ..

GENERAL NOTES AND CONCRETE SIDEWALK ON CURBED ROADWAYS

CONCRETE SIDEWALK

INDEX	SHEET
522-001	1 of 2



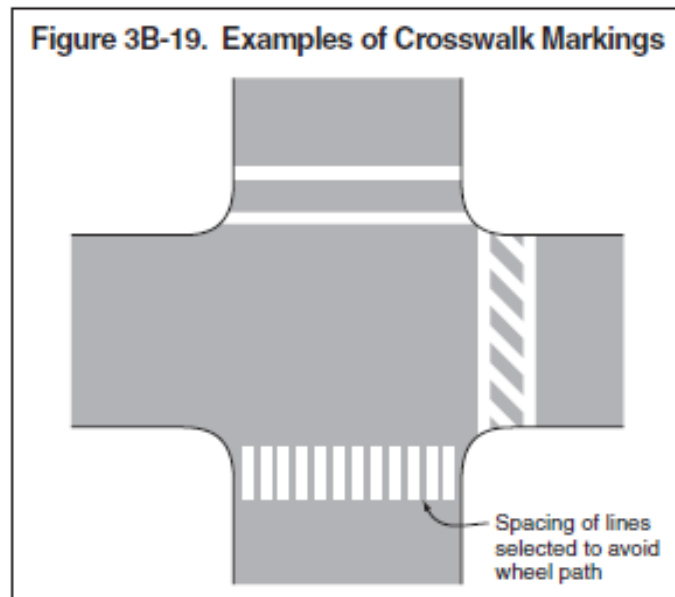
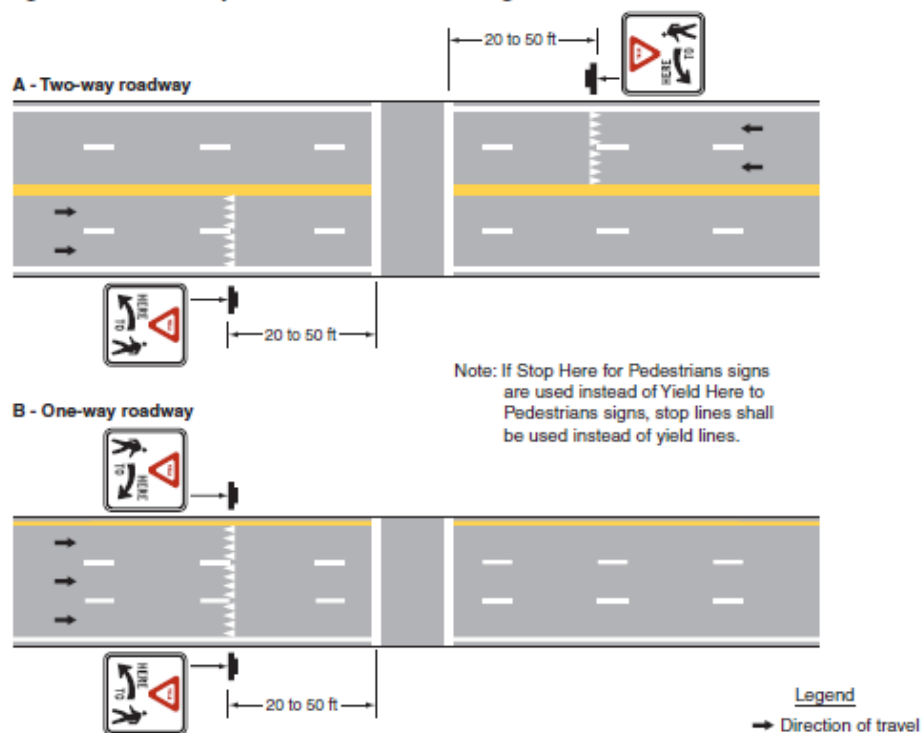
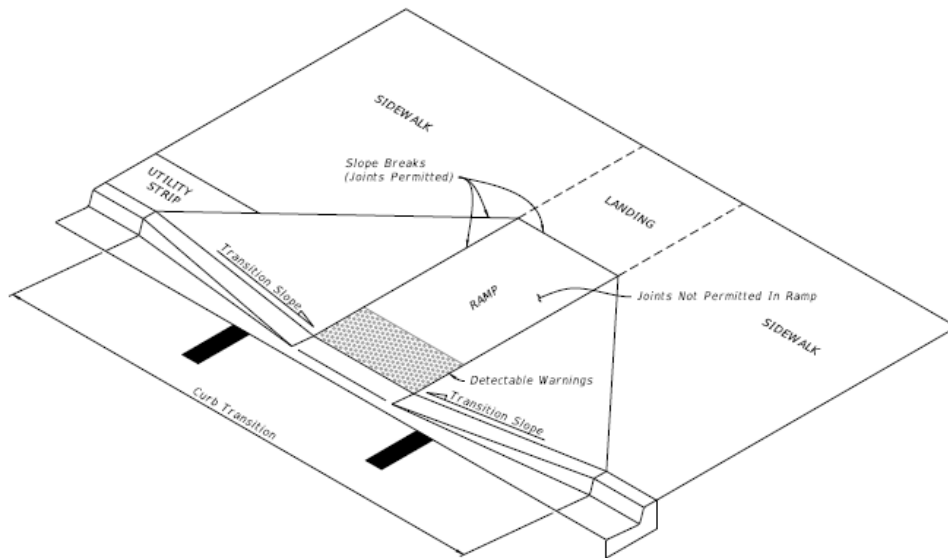
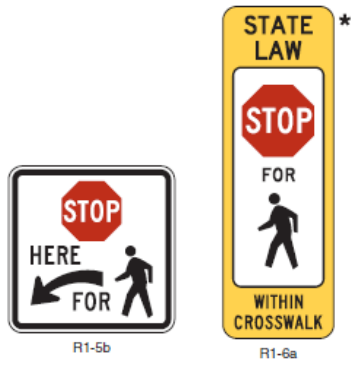


Figure 3B-17. Examples of Yield Lines at Unsignalized Midblock Crosswalks







FDOT Long Range Estimating System - Production					
R4: Project Details Composite Report					
By Version					
Project: SIDEWK-O-03-BB			Letting Date: 01/2099		
Description: Sidewalk construction; 5' one side, 4 inch depth					
District: 09	County: 99 DISTRICT/STATE WIDE				
Project Manager: Cost-per-Mile Model/Template					
Version 13-P Project Grand Total				\$161,109.76	
Description: July 2019 Updates					
Pay Items					
Pay Item	Description	Total Quantity	Unit	Weighted Avg. Unit Price	Total Amount
102-1	MAINTENANCE OF TRAFFIC	2.00			\$2,735.08
101-1	MOBILIZATION	10.00			\$13,948.90
110-1-1	CLEARING & GRUBBING	1.25	AC	\$11,000.00	\$13,750.00
120-1	REGULAR EXCAVATION	322.66	CY	\$5.00	\$1,613.30
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	2,933.33	SY	\$40.00	\$117,333.20
570-1-1	PERFORMANCE TURF	3,121.07	SY	\$1.30	\$4,057.39
999-25	INITIAL CONTINGENCY AMOUNT (DO NOT BID)	1.00	LS	\$7,671.89	\$7,671.89
Project Unknowns			0.00	%	\$0.00
Design/Build			0.00	%	\$0.00
Version 13-P Project Grand Total					\$161,109.76



FDOT Long Range Estimating System - Production					
R4: Project Details Composite Report					
By Version					
Project: NUU2LN-U-01-BB			Letting Date: 01/2099		
Description: New Construction 2 Lane Undivided Urban Arterial with 4' Bike Lanes					
District: 09	County: 99 DISTRICT/STATE WIDE				
Project Manager: Cost-Per-Mile Model					
Version 14-P Project Grand Total				\$4,898,101.57	
Description: July 2019 Updates					
Pay Items					
Pay Item	Description	Total Quantity	Unit	Weighted Avg. Unit Price	Total Amount
102-1	MAINTENANCE OF TRAFFIC	7.00			\$288,332.29
101-1	MOBILIZATION	10.00			\$440,736.51
104-10-3	SEDIMENT BARRIER	10,560.00	LF	\$1.70	\$17,952.00
104-11	FLOATING TURBIDITY BARRIER	250.00	LF	\$12.50	\$3,125.00
104-12	STAKED TURBIDITY BARRIER- NYL REINF PVC	250.00	LF	\$3.80	\$950.00
104-15	SOIL TRACKING PREVENTION DEVICE	1.00	EA	\$2,500.00	\$2,500.00
104-18	INLET PROTECTION SYSTEM	53.00	EA	\$120.00	\$6,360.00
107-1	LITTER REMOVAL	1.20	AC	\$15.00	\$18.00
107-2	MOWING	1.20	AC	\$25.00	\$30.00
110-1-1	CLEARING & GRUBBING	14.12	AC	\$11,000.00	\$155,320.00
120-1	REGULAR EXCAVATION	19,360.00	CY	\$5.00	\$96,800.00
120-6	EMBANKMENT	86,920.53	CY	\$8.00	\$695,364.24
160-4	TYPE B STABILIZATION	21,800.53	SY	\$3.80	\$82,842.01
285-709	OPTIONAL BASE,BASE GROUP 09	18,773.33	SY	\$17.00	\$319,146.61
334-1-53	SUPERPAVE ASPH CONC, TRAF C, PG76-22	2,065.07	TN	\$105.00	\$216,832.35
337-7-80	ASPH CONC FC,TRAFFIC B,FC-9.5,PG 76-22	1,501.87	TN	\$102.00	\$153,190.74
400-2-2	CONC CLASS II, ENDWALLS	36.00	CY	\$1,400.00	\$50,400.00
425-1-351	INLETS, CURB, TYPE P-5,	36.00	EA	\$5,200.00	\$187,200.00
425-1-451	INLETS, CURB, TYPE J-5,	10.00	EA	\$7,800.00	\$78,000.00
425-1-521	INLETS, DT BOT, TYPE C,	5.00	EA	\$3,600.00	\$18,000.00
425-1-541	INLETS, DT BOT, TYPE D,	1.00	EA	\$3,900.00	\$3,900.00
425-2-41	MANHOLES, P-7,	5.00	EA	\$7,200.00	\$36,000.00
425-2-71	MANHOLES, J-7,	1.00	EA	\$7,100.00	\$7,100.00
430-175-112	PIPE CULV, OPT MATL, ROUND, 12"S/CD	2,328.00	LF	\$83.00	\$193,224.00
430-175-130	PIPE CULV, OPT MATL, ROUND, 30"S/CD	208.00	LF	\$110.00	\$22,880.00
430-175-142	PIPE CULV, OPT MATL, ROUND, 42"S/CD	5,056.00	LF	\$150.00	\$758,400.00
430-175-154	PIPE CULV, OPT MATL, ROUND, 54"S/CD	200.00	LF	\$260.00	\$52,000.00



FDOT Long Range Estimating System - Production					
R4: Project Details Composite Report					
By Version					
Project: NUU2LN-U-01-BB			Letting Date: 01/2099		
Description: New Construction 2 Lane Undivided Urban Arterial with 4' Bike Lanes					
District: 09	County: 99 DISTRICT/STATE WIDE				
Project Manager: Cost-Per-Mile Model					
Version 14-P Project Grand Total				\$4,898,101.57	
Description: July 2019 Updates					
520-1-10	CONCRETE CURB & GUTTER, TYPE F	10,560.00	LF	\$20.00	\$211,200.00
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	5,866.67	SY	\$40.00	\$234,666.80
550-10-220	FENCING, TYPE B, 5.1-6.0', STANDARD	1,180.00	LF	\$17.00	\$20,060.00
550-60-234	FENCE GATE,TYP B,SLIDE/CANT,18.1-20'OPEN	1.00	EA	\$1,800.00	\$1,800.00
570-1-1	PERFORMANCE TURF	23,467.00	SY	\$1.30	\$30,507.10
570-1-2	PERFORMANCE TURF, SOD	18,197.33	SY	\$2.80	\$50,952.52
630-2-11	CONDUIT, F& I, OPEN TRENCH	5,280.00	LF	\$6.70	\$35,376.00
630-2-12	CONDUIT, F& I, DIRECTIONAL BORE	689.00	LF	\$19.00	\$13,091.00
635-2-11	PULL & SPLICE BOX, F&I, 13" X 24"	21.00	EA	\$680.00	\$14,280.00
700-1-11	SINGLE POST SIGN, F&I GM,	20.00	AS	\$340.00	\$6,800.00
700-1-12	SINGLE POST SIGN, F&I GM, 12-20 SF	2.00	AS	\$1,200.00	\$2,400.00
700-2-14	MULTI- POST SIGN, F&I GM, 31-50 SF	2.00	AS	\$4,400.00	\$8,800.00
706-3	RETRO-REFLECTIVE/RAISED PAVEMENT MARKERS	135.00	EA	\$3.50	\$472.50
710-11-111	PAINTED PAVT MARK,STD,WHITE,SOLID,6"	4.00	NM	\$980.00	\$3,920.00
710-11-131	PAINTED PAVT MARK,STD,WHITE,SKIP, 6"	2.00	GM	\$420.00	\$840.00
711-15-101	THERMOPLASTIC, STD-OP, WHITE, SOLID, 6"	2.00	GM	\$4,500.00	\$9,000.00
711-15-131	THERMOPLASTIC, STD-OP, WHITE, SKIP, 6"	1.00	GM	\$1,500.00	\$1,500.00
715-1-13	LIGHTING CONDUCTORS, F&I, INSUL, NO.4-2	17,907.00	LF	\$1.70	\$30,441.90
715-500-1	POLE CABLE DIST SYS, CONVENTIONAL	21.00	EA	\$590.00	\$12,390.00
715-511-140	LIGHT POLE COMP,F&I,SGL ARM SM, AL,40'	21.00	EA	\$13,000.00	\$273,000.00
999-25	INITIAL CONTINGENCY AMOUNT (DO NOT BID)	1.00	LS	\$50,000.00	\$50,000.00
Project Unknowns			0.00 %	\$0.00	
Design/Build			0.00 %	\$0.00	



FDOT Long Range Estimating System - Production					
R4: Project Details Composite Report					
By Version					
Project: NUU2LN-U-01-BB			Letting Date: 01/2099		
Description: New Construction 2 Lane Undivided Urban Arterial with 4' Bike Lanes					
District: 09	County: 99 DISTRICT/STATE WIDE				
Project Manager: Cost-Per-Mile Model					
Version 14-P Project Grand Total				\$4,898,101.57	
Description: July 2019 Updates					
Version 14-P Project Grand Total				\$4,898,101.57	



FDOT Long Range Estimating System - Production					
R4: Project Details Composite Report					
By Version					
Project: MIDXWK-O-05-BB			Letting Date: 01/2099		
Description: Signalized Mid-Block Crossing with four lanes and middle turnlane with parking on both sides					
District: 09	County: 99 DISTRICT/STATE WIDE				
Project Manager: Cost Model					
Version 14-P Project Grand Total				\$141,824.14	
Description: July 2019 Updates					
Pay Items					
Pay Item	Description	Total Quantity	Unit	Weighted Avg. Unit Price	Total Amount
102-1	MAINTENANCE OF TRAFFIC	10.00			\$11,162.86
101-1	MOBILIZATION	10.00			\$12,279.15
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	10.00	SY	\$40.00	\$400.00
527-2	DETECTABLE WARNINGS	16.00	SF	\$27.00	\$432.00
630-2-11	CONDUIT, F& I, OPEN TRENCH	45.00	LF	\$6.70	\$301.50
630-2-12	CONDUIT, F& I, DIRECTIONAL BORE	505.00	LF	\$19.00	\$9,595.00
632-7-1	SIGNAL CABLE- NEW OR RECO, FUR & INSTALL	1.00	PI	\$5,200.00	\$5,200.00
633-4-1	SIGNALS COMMUNIC- TWISTED PAIR CABLE	436.00	LF	\$3.50	\$1,526.00
635-2-11	PULL & SPLICE BOX, F&I, 13" X 24"	4.00	EA	\$680.00	\$2,720.00
635-2-13	PULL & SPLICE BOX, F&I, 30" X 60" OR 36"	1.00	EA	\$2,600.00	\$2,600.00
639-1-122	ELECTRICAL POWER SRV,F&I, UG,PUR CONT	1.00	AS	\$2,200.00	\$2,200.00
639-2-1	ELECTRICAL SERVICE WIRE, F&I	252.00	LF	\$6.20	\$1,562.40
646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	1.00	EA	\$1,300.00	\$1,300.00
649-21-10	STEEL MAST ARM ASSEMBLY, F&I, 60'	1.00	EA	\$46,000.00	\$46,000.00
650-1-14	VEH TRAF SIGNAL,F&I ALUMINUM, 3 S 1 W	4.00	AS	\$940.00	\$3,760.00
653-1-11	PEDESTRIAN SIGNAL, F&I LED COUNT, 1 WAY	2.00	AS	\$670.00	\$1,340.00
665-1-11	PEDESTRIAN DETECTOR, F&I, STANDARD	2.00	EA	\$240.00	\$480.00
670-5-111	TRAF CNTL ASSEM, F&I, NEMA, 1 PREEMPT	1.00	AS	\$29,000.00	\$29,000.00
700-1-11	SINGLE POST SIGN, F&I GM,	4.00	AS	\$340.00	\$1,360.00
700-3-101	SIGN PANEL, F&I GM, UP TO 12 SF	2.00	EA	\$200.00	\$400.00
706-3	RETRO-REFLECTIVE/RAISED PAVEMENT MARKERS	10.00	EA	\$3.50	\$35.00



FDOT Long Range Estimating System - Production					
R4: Project Details Composite Report					
By Version					
Project: MIDXWK-O-05-BB			Letting Date: 01/2099		
Description: Signalized Mid-Block Crossing with four lanes and middle turnlane with parking on both sides					
District: 09	County: 99 DISTRICT/STATE WIDE				
Project Manager: Cost Model					
Version 14-P Project Grand Total				\$141,824.14	
Description: July 2019 Updates					
711-11-123	THERMOPLASTIC, STD, WHITE, SOLID, 12"	200.00	LF	\$2.50	\$500.00
711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	72.00	LF	\$4.80	\$345.60
711-16-101	THERMOPLASTIC, STD-OTH, WHITE, SOLID, 6"	0.04	GM	\$4,100.00	\$164.00
711-17	THERMOPLASTIC, REMOVE	69.00	SF	\$5.90	\$407.10
999-25	INITIAL CONTINGENCY AMOUNT (DO NOT BID)	1.00	LS	\$6,753.53	\$6,753.53
Project Unknowns			0.00	%	\$0.00
Design/Build			0.00	%	\$0.00
Version 14-P Project Grand Total		\$141,824.14			



Date: February 12, 2021

To: Linda Connors
Interim Town Manager
Lauderdale-By-The-Sea

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

Subject: Monthly Report to Commission – January 2021

PERSONNEL CHANGES:

Deputy Roberto Colon was transferred to the Deerfield Beach District.

EMPLOYEE OF THE MONTH: Deputy Alin Pitulan and Deputy Scott Klier

On January 5, 2021, Deputies Pitulan and Klier received a medical call at a local hotel in Lauderdale by the Sea regarding an unconscious, unresponsive female in one of the hotel rooms. Upon their arrival, the deputies observed the adult female unconscious with a weak pulse and unresponsive on the floor. The deputies immediately recognized that the female was suffering from an overdose and administered their issued Narcan to the victim. After administering two doses while awaiting medics to arrive the female victim was revived. AMR continued to provide medical aid and transported the victim to the hospital where the victim survived.

As a result of deputies' quick thinking and, and medical intervention, the victim's life was saved and a tragic outcome was prevented. The deputies were also nominated for the BSO Life Saving Award. Due to their heroic actions, Deputy Alin Pitulan and Scott Klier were awarded Deputy of the Month honors for January 2021.

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 4 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 145 miles and 19 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. Four individuals required mental health assistance and were Baker Acted. Nine (9)

individuals experiencing homelessness were contacted during the month. All of the individuals were trespassed from commercial properties and all refused free services offered by law enforcement.

- **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.

N/A

NOTABLE INCIDENTS/ ARRESTS:

CASE: 13-2101-000054
DATE/TIME: 1/2/2021 @ 2109 hrs
LOCATION: 200 block Corsair Ave
VICTIM: Sebastien Franko (W/M, DOB: 3/19/1993)
INCIDENT: Death Investigation (Overdose)
SUMMARY: Deputies responded to a medical call at the residence and upon arrival deputies found the victim deceased from an apparent overdose. Victim had a history of narcotics abuse. BSO Homicide and Crime Scene responded as per protocol.

CASE: 13-2101-000158
DATE/TIME: 01/06/21 @ 1618 hrs
LOCATION: 221 Commercial Blvd
SUSPECT: Oluwaseun Oyinloye, B/M 05/10/88
VEHICLE: 2002 Honda Accord 4DR
INCIDENT: Recovered Stolen Tag (LPR)
SUMMARY: Deputy Wendt was monitoring the LPR system when he received an alert for a stolen license plate. Deputy Wendt located the vehicle and conducted a traffic stop. Investigation determined that the license plate was recently stolen in the City of Miramar. The tag was seized and the vehicle was towed from the scene and the suspect was issued criminal citations.

CASE: 13-2101-000307
DATE/TIME: 1/11/2021 @ 1858 hours
LOCATION: 235 Commercial Blvd #204
SUSPECT: Sheila Pierre (B/F, DOB: 9/30/1983)
INCIDENT: Aggravated Battery W/Deadly Weapon
SUMMARY: The victim and the suspect entered into a verbal argument that escalated into violence at their place of employment. The suspect became extremely agitated and thought the victim purposely shut the door in her face while she was walking into the office. A verbal argument ensued which escalated to both women in each other's faces and a physical fight began in the hallway. The fight was broken up by co-workers, however once both women went downstairs to the rear of the building, a physical fight began again. The victim stated Pierre retrieved a box cutter from her vehicle and struck the victim causing a deep laceration/wound to the arm, and back which required immediate medical attention. A co-worker transported the victim to Holy Cross Hospital. Investigation is ongoing.

CASE: 13-2101-000316
DATE/TIME: 01-12-2021 @ 0924 hours
LOCATION: 4533 N Ocean Drive, LBS
ARREST: Miguel Angel Riviera, (W/M, 06/29/1993)
INCIDENT: Warrant Arrest
SUMMARY: Rivera was the subject of a disturbance/trespass complaint at the complex. A teletype check revealed 3 active warrants for Riviera's arrest for Possession of Methamphetamine, Grand Theft and Burglary. The arrestee was transported to the BSO Main Jail without incident.

CASE: 13-2101-000332
DATE/TIME: 01/12/21 @ 1927 hours
LOCATION: Hibiscus Avenue and Sea Grape Drive
ARREST: Kervin Narcisse (B/M 12/10/82)
INCIDENT: Assist to Fort Lauderdale PD (Attempted Murder)
SUMMARY: The victim (ex-wife of suspect) was driving home from work in the 2400-block of East Commercial Boulevard, Fort Lauderdale, when her ex-husband/arrestee pulled next to her in traffic and opened fire with a handgun. The victim was struck; however, she is expected to survive, and she was able to provide the suspect's name and vehicle description to officers. BSO SWAT Deputy Esteban Gonzalez was monitoring the FLPD radio frequency, and he immediately alerted the Lauderdale-by-the-Sea District of the shooting as the suspect was last observed heading that direction. This vital real-time information came just as deputies

responded to a report of an accident where a vehicle struck a building, allowing them to approach the scene with extreme caution while confirming this was the attempted murder suspect's vehicle.

Unknown to deputies at the time, the suspect had shot himself in the head and then accelerated into the apartment building; however, he was still alive and refused to surrender. Despite his injuries, the suspect exited his vehicle and attempted to escape while ignoring deputies' attempts to peacefully deescalate the situation. Deputies acted quickly to protect the public, deploying less-lethal devices to safely take the suspect into custody before he could harm anyone else. The suspect was transported to Broward General Hospital from his self-inflicted gunshot wound. BSO and Fort Lauderdale Homicide, Crime Scene, Captain Palmer were on scene. Fort Lauderdale is the primary investigating agency for this case.

CASE: 13-2101-000512
DATE/TIME: 01/19/2021 0944 hrs.
LOCATION: 1439 S. Ocean Blvd. #115
ARRESTEE: Jose Quinones 03/30/99 (Miami Dade PD)
VEHICLE: 2018 BMW X5 SUV
INCIDENT: Auto Theft
SUMMARY: Victim stated visited a bar in Pompano and drove his vehicle home leaving the keys in the vehicle. When he awoke the next morning his vehicle was discovered missing. The vehicle was captured leaving the Town of Lauderdale by the Sea at 1:22 am. The vehicle was recovered on February 7 by Miami Dade PD and the listed suspect was arrested while driving the vehicle.

CASE: 13-2101-000529
DATE/TIME: 01/19/21 @2024 hours
LOCATION: 107 Commercial Blvd.
OFFENDER: W/F Chloe Cabral 12/28/89
INCIDENT: DUI / Battery Leo (Enhanced Visibility)
SUMMARY: The offender was observed by the Downtown High Visibility Detail (Sgt. Bachan) enter the downtown area when making an illegal left turn onto Commercial Blvd from N Ocean Drive (from the north). The vehicle struck the curb on the south side of Commercial in front of Even Keel Fish Shack. The vehicle continued east bound where it turned around in the turn-about at El Mar Drive. While doing so the vehicle again hit and jumped onto a curb striking a round decorative cement ball (minor damage to the ball, not the vehicle). The vehicle continued driving west on Commercial Blvd on a bare rim and collided into the traffic water barrier next to Pizza on The Beach. Sergeant Bachan stopped the driver and detained the suspect and immediately observed her infant child in the back seat. The suspect failed roadside sobriety tests and was arrested for DUI and Child Endangerment. While placing the suspect in custody the arrestee kicked Deputy Suarez, and she was additionally charged with Battery on a Law Enforcement Officer. The infant's father was contacted and responded to pick up the child. The Department of Children and Family Services were contacted to conduct a follow-up investigation.

CASE: 13-2101-000575
DATE/TIME: 01/21/2021 1745 hrs.
LOCATION: 4040 Galt Ocean Drive, Fort Lauderdale, FL
SUSPECT: Ezechiele Previlma 01/24/72
INCIDENT: Stolen tag recovery (LPR)
SUMMARY: While monitoring the town's LPR, an alert was received for a possible stolen vehicle. Sergeant Bachan located the vehicle in the area of N Ocean Drive /Commercial BLVD and conducted a traffic stop at 4040 Galt Ocean Drive where the Driver Ezechiele Previlma was taken into custody. Further investigation revealed that the truck Ezechiele was driving was a newly acquired vehicle he purchased from his brother and not the stolen one which belonged to him as well. It appears Ezechiele attached the stolen tag from his previous truck (stolen still at large) on the new truck after the tag had been entered as stolen into FCIC/ NCIC. Tag was removed from the system and Ezechiele was released on scene without further incident.

CASE: 13-2101-000685
DATE/TIME: 01/25/2021 @ 1131 hours
LOCATION: 2100 S Ocean Blvd, LBS
ARRESTED: Frank Quartella, w/m, 12/03/1966
INCIDENT: Traffic Arrest/ Permanently Revoked Fla D/L- 3rd FY (LPR)
SUMMARY: Deputies were monitoring the LPR when they received an alert for a sanctioned driver. A traffic stop was conducted, teletype confirmed the suspect's driver's license was revoked and the driver was placed into custody for felony traffic offenses. TOT Main Jail without incident.

CASE: 13-2101-000859
DATE/TIME: 01/31/2021 1414 hrs.
LOCATION: 4229 Sea Grape Dr.
SUSPECT: W/M, Hunter Phillips, DOB 12/27/1999
INCIDENT: Recovered Stolen Vehicle (LPR)
SUMMARY: While monitoring the LPR, Deputy Wendt received an alert for a stolen vehicle. The vehicle was located abandoned in a driveway. The suspect was contacted and claimed he was given the vehicle keys from a friend. The vehicle was recovered and towed from the scene, Hollywood PD was contacted for follow-up investigation as the stolen vehicle originated from their city.

MONTHLY ARREST LOGS:

F	DUI/Battery on a Law Enforcement Officer	100	Commercial Blvd
M	Warrant-Burglary Occupied Dwelling	1200	Hibiscus Av
F	Warrant-Violation of Conditional Release	2	Commercial Blvd
M	DUI/Alcohol or Drugs/1st Offense	14	Commercial Blvd
M	Grand theft	4533	N Ocean Dr
M	Driving on Permanently revoked Driver's License	2100	S Ocean Blvd
M	Battery-Domestic Violence/Possession of Alprazolam	241	Lombardy Av

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2020 YTD	2021 YTD
AUTO THEFT	1	0	2	1
BURGLARY-BUSINESS	0	0	0	0
BURGLARY-CONVEYANCE	1	3	0	1
BURGLARY-RESIDENCE	0	0	3	0
BURGLARY-STRUCTURE	0	0	0	0
FORCIBLE SEX	0	0	0	0
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	1	0	0	1
HOMICIDE	0	0	0	0
ROBBERY	0	0	0	0
THEFT-GRAND	0	3	1	0
THEFT-PETIT	1	6	6	1
TOTALS	4	12	12	4

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	32
COP Hours Worked - Month	0
COP Patrol Miles - Month	0
COP Hours Worked - YTD	0
COP Patrol Miles - YTD	0

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

COP Beach Patrol Hours - Month	0
COP Beach Patrol Hours - YTD	0

Due to COVID-19 Captain Palmer stopped all COP patrols on March 12, 2020

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	2020 YTD
Reserve Deputy - Days Worked	5	5
Reserve Deputy - Hours Worked	47	47

MONTHLY STAFFING AND STATISTICAL REPORT:

The January 2021 Monthly Staffing and Statistical Report is attached.



Lauderdale by the Sea Monthly Activity January 2021

Reports/Calls	
Miscellaneous Service	
Event Reports	51
Accidents	16
Calls for Service	873

Traffic	
Types of Citation	
Non-Moving / Moving Citation	55
Parking	0
Warnings	65
Total Citations	120

Arrests	
Type of Arrest	
Felony	2
Misdemeanor	0
NTA	0
Capias/Warrant	2
DUI (Misdemeanor)	2
NIC (Felony)	1
NIC (Misdemeanor)	2
DV (Felony)	0
DV (Misd.)	0
Total Arrests	9

Time Worked	
Hours Worked	
Bike Patrol	4
Court Overtime	9
Training	56
Detached	10
Other Overtime	602.25
Days Worked	31

General	
FI	19
Truant	0
Truant Debriefed	0
Elder Link	0

Narrative
ATV/UTV: 145 Miles/ 19 Hours Reserve Deputies worked 5 shifts (47 hrs)



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

January 31, 2021

CURRENT STAFFING ALLOCATIONS

Position	Budgeted Positions	Actual Positions	Vacant Positions
District Chief	1	1	
Executive Lieutenant	1	1	
Sergeant	3	3	
Deputy Sheriff	19	17	2
Community Service Aide	1	1	
Administrative Specialist	1	1	
Clerical Specialist (P/T)	2	1	1
TOTAL	28	25	3

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
Deputy Roberto Colon	11509	Transferred	Deerfield Beach (01/30/2021)
Deputy Guillermo Valdes	5675	W/C	Medical

DETACHED PERSONNEL/ LOCATION

Name	CCN	Detached to	Reason	Hours
Detective Glen Genovese	13738	CST	Cadre for Profile	10
			TOTAL	10



LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS (3 Mile Radius) – JANUARY, 2021



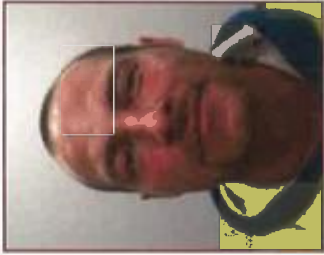
Still shows on FDLE Website



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 UTTER 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
4109 N Ocean Dr.
LEHS, FL 33308
(Unknown location)
SEX OFFENSE, OTHER STATE
(3RD DEGREE CRIMINAL
SEXUAL CONDUCT-PERSON
13 TO 15)
(GUILTY/CONVICTED -
11/09/1999)
Macomb, MI

2/19/20 CI Sgt. Was advised
3/23/20 Advised by CI unit that
Sex Offender was removed from
4109 N Ocean Dr.



**LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS (3 Mile Radius) – JANUARY, 2021**



ANTHONY MANGANO 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



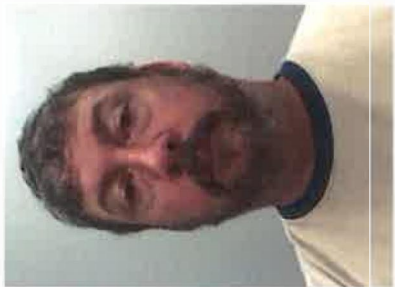
VINCENT ALBERGO
04/17/1959
3305 NE 16TH PL.
Ft. Lauderdale, FL 33308
LEWD ASLT/SEX BAT
VCTM<16; F.S. 800.04(3)
(PRINC)PAL
(GUILTY/CONVICTED
- 12/01/1999)
Broward, FL



LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS (3 Mile Radius) – JANUARY, 2021



**DOMINICK ANTHONY
AMENTO**
04/11/1943
3100 Blk Oakland Park Blvd.
Fort Lauderdale, FL 33308
(Transient)
ABUSE F CHILD, ENG SEX
PERF. 1st S.
FALSE IMP. F.S. ON ANY
OTHER, 1 787 02
(PRINCIPAL)
PROV. OBSCENE
MAT. MINOR, F.S. 847.0133
(PRINCIPAL)
(GUILTY/CONVICTED –
09/22/2004
Broward, FL



HUBERT HERNANDEZ
12/06/1960
63rd St and Federal Hwy.
Fort Lauderdale, FL 33306
(Transient)
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



**DAVID RAPHAEL
ROSENRAUCH**
07/26/1971
3100 NE 46th ST.
Fort Lauderdale, FL 33308
PROV. OBSCENE
MAT. MINOR, F.S. 847.0133
(PRINCIPAL)
SEXUAL PERFORMANCE BY
A CHILD/POSSESS PHOTO OR
PICTURE, F.S. 827.071(4)
(PRINCIPAL)
PRODUCE, DIRECT,
PROMOTE SEXUAL
PERFORM. BY CHILD, F.S.
827.071(3) (PRINCIPAL IN
ATTEMPT)
ADJUDICATION WITHHELD
11/12/1996
Lake, FL



ROBERTO BADILLO
10/10/1963
2621 N Ocean Blvd. #27
Fort Lauderdale, FL 33308
SEX BAT/INJ NOT
LIKELY, F.S. 794.011(5)
(GUILTY/CONVICTED
1/31/1994)
Miami-Dade, FL



**LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS (3 Mile Radius) – JANUARY, 2021**



ANDREW WALKER HARRIS

08/07/1964
4117 N Ocean Blvd #116
Fort Lauderdale, FL 33308
SEX BAT BY ADULT/VCTM
UNDER 12; F.S. 794.011(2)
(PRINCIPAL IN ATTEMPT)
LEWD, LASCIVIOUS CHILD
U/16; F.S. 800.04 (PRINCIPAL)
(GUILTY/CONVICTED –
10/04/1990)
Broward, FL



JAWARA S. MURRAY

11/06/1970
2115 N Ocean Blvd Apt. 2
Fort Lauderdale, FL 33305
SEX BATT/COERCE
CHILD BY ADULT; F.S.
794.011(2)(b) (PRINCIPAL)
LEWD ASLT/SEX BAT
VCTM<16; F.S. 800.04(3)
(PRINCIPAL)
(GUILTY/CONVICTED –
06/13/1995)
Broward, FL



STEPHEN A. FERNANDES

04/04/1950
3333 NE 34th ST.
Fort Lauderdale, FL 33306
SEX OFFENSE, OTHER STATE
(POSSESS/EXCHANGE CHILD IN
A STATE OF NUDITY (2
COUNTS))
(GUILTY/CONVICTED –
11/28/2005)
Broward, FL



DENIS ANTHONY ALVAREZ

10/17/1966
TRANSIENT
Fort Lauderdale, FL 33306
SEX OFFENSE, OTHER STATE
(Endangering the welfare of a child)
(GUILTY/CONVICTED –
09/11/1992)
Bergen, NJ

**RELOCATED
5742 NE 15TH AV.
FORT LAUD. FL,
33334**



LAUDERDALE • BY • THE • SEA

Agenda Item Memorandum

LBTS Volunteer Fire Dept.

Department

Judson Hopping

Department Director

COMMISSION MEETING DATE – 6:30 PM	Deadline to Town Clerk
☒ February 23 rd – Regular Meeting 6:30 PM	Feb. 17 th

*Subject to Change

- | | | | |
|---------------------------------------|---|---------------------------------------|---------------------------------------|
| ☐ Presentation | ☒ Reports | ☐ Consent | ☐ Ordinance |
| ☐ Resolution | ☐ Quasi-Judicial | ☐ Old Business | ☐ New Business |

☐ FY2020 – PART OF THE STRATEGIC PLAN

SUBJECT TITLE: Monthly Activity Report – January 2021

EXHIBITS: Chief's Overview
 Summary Report
 Active Members Roster
 Activity Report
 Unit Response Time



Lauderdale-By-The-Sea Volunteer Fire Department

Overview

During the month of January 2021, the Volunteer Fire Department continued its focus on fire prevention for high-rise buildings and commercial properties. There were 19 annual fire inspections for high-rise building with 14 re-inspections, and no complaints for the month of January.

Responses:

The Volunteer Fire Department responded to 47 fire rescue calls within the limits of our contract.

- Of the 47 emergency fire calls dispatched, there were 13 fire alarms; 2 structure fires, 3 vehicle fires, 1 smoke investigation, 7 vehicle accidents w/injuries, 5 elevator rescues, 1 strange odor, 1 electrical/utility, and 14 "other" fires.
- There were 103 emergency medical 911 calls for January 2021. The department was dispatched to 14 of those calls, of which, 2 was cleared by the Chief on Duty or Med12. The department provided medical care on 4 of the medical calls until M12/212 arrival and assisted M12/212 on 8 of the medical calls.

Training:

The Volunteer Fire Department had 12 regular in-town members, and 18 associate out of town members for a total of 30 active members.

For the month of January, there were 13 fire drills, 1 Ocean rescue drill, 3 specialty classes, 12 fire inspections and 1 car seat installations consisting of the following:

- 247.5 Hrs - Fire Fighter drills & extra training for trainees state exam
- 192 Hrs - FFP-1801, Tactics & Strategies For the Firefighter I – (40Hr.) state class
- 95.75 Hrs - Permit/BTR Fire Inspections
- 1 Hrs – Public Education – Car Seat Installation

A total of 536.25+ hours were spent in the month of January on training.

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

Respectfully,


Jydsen Hopping,
Fire Chief



Town of Lauderdale-By-The-Sea Fire Department Monthly Report January 2021

	Regular In-town	Associate Out of Town
Active Member	12	18
Fire 1 non-certified	2	1
Fire 1 Certified	0	1
Fire II Certified	10	18
CPR/1 st Responder	6	5
EMT-B (FL)	2	9
Paramedic (FL)	4	4

Emergency Calls

Fire/Rescue	47
Total Medical 911 calls	103
Medical calls V.F.D. Not Dispatched	89
Medical calls V.F.D. Dispatched	14
Medical calls Canceled by COD/MI 2	2
Medical calls V.F.D. Assisted	12

Training +Target Solutions on-line training

536.25+ Total Hrs.

Firefighter/Ocean rescue drills	247.5 Hrs
FFP-1801, Tactics & Strategies I	192 Hrs
Annual Fire Inspection/Permit Inspection	95.75 Hrs
Public Awareness – Car Seat Installation	1 Hrs

Station Watch Hours

2,887.5+ Total Hrs.

Firefighter Station Watch	2,143.5+ Hrs
Chief on Duty/Command	744 Hrs

LBTS Volunteer Fire Department - January 2021, Active Roster

Last Name	First Name	LBTS FF No.	Membership	Town Resident	Rank	Fire Cert	EMS Certification	MTD Calls	YTD Calls
Acevedo	Manuel	189639	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	5
Aubrey	Keith	163	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	0	14
Benrubi	Aaron	173349	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	11	27
Bias	Jonathan	81298	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	10	30
Carlton	Ryan	186384	Associate Member		Lieutenant	Firefighter II	EMT-B (FL)	23	94
Clinton	Ryan	177389	Associate Member		Lieutenant	Firefighter II	CPR for healthcare provider	9	50
Cosenza	Vincent	169533	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	9	10
Cowles	James	186248	Regular Member	*	Trainee	Trainee	CPR for healthcare provider	25	108
DeMellon	Craig	192229	Associate Member		Firefighter	Firefighter I	CPR for healthcare provider	0	0
DeZayas	Mauricio	186553	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	14	16
Dupoux	Eric	184333	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	12	19
Dwyers	Michael	187475	Regular Member	*	Trainee	Trainee	CPR for healthcare provider	0	90
Edouard	Myriam	708	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	15
Garcia	Al	166036	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	14	35
Gonzalez	Anthony	177356	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	8	11
Hopping	Judson	054	Regular Member		Fire Chief	Firefighter II - D/E	EMT-B (FL)	11	45
Johnson	Scott	33742	Regular Member		Firefighter	Firefighter II-D/E - Officer I	Paramedic (FL)	23	95
Kane	Mark	155	Associate Member		Captain	Firefighter II-D/E - Officer I	EMT-B (FL)	27	92
Karley	Robert	101	Regular Member	*	Firefighter	Firefighter II - D/E	CPR for healthcare provider	8	118
Leon	Matthew	182330	Associate Member		Lieutenant	Firefighter II	EMT-B (FL)	41	120
Louvaris	John	078	Regular Member		Deputy Chief	Firefighter II-D/E - Officer I	CPR for healthcare provider	44	179
Mangin	Andrew	735	Associate Member		Firefighter	Firefighter II - D/E	Paramedic (FL)	5	29
Obregon	Chelsea	192558	Associate Member		Trainee	Trainee	CPR for healthcare provider	0	3
Obsant	Antoinette	165334	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	19
Paine	Kyle	173	Regular Member		Firefighter	Firefighter II	EMT-B (FL)	0	19
Paine	Riley	704	Regular Member		Battalion Chief	Firefighter II-D/E - Officer I	Paramedic (FL)	25	115
Paine	Stephen	140	Regular Member		Fire Marshal	Firefighter II	CPR for healthcare provider	12	71
Robinson	Ruth	181711	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	27
Silverstone	James	025	Regular Member	*	Firefighter II	Firefighter II	CPR for healthcare provider	15	20
Vogel	Richard	130	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	9	33

*Note above roster does not reflect "Inactive" Members

Monthly Activity Report - January 2021

Date	Fire/Rescue Calls	Event Description	Start Time	End Time	No. of FF
01-Jan-21	1440 South Ocean Blvd.	Other fire - outside fire on beach	12:25:00 AM	12:43:00 AM	3
01-Jan-21	Bougainville/Comm.	Other fire - outside fire - unfounded	12:43:00 AM	12:55:00 AM	4
01-Jan-21	4900N. Ocean Drive	Other fire - shooting	1:31:00 PM	1:55:00 PM	5
01-Jan-21	4628 North Ocean Drive	Vehicle vs motorcycle	8:25:00 PM	10:19:00 PM	5
02-Jan-21	403 Washington Avenue	Fire alarm	12:14:00 PM	12:25:00 PM	5
02-Jan-21	4513 North Ocean Drive	Accident w/injuries	1:05:00 PM	1:25:00 PM	5
02-Jan-21	4326 Bougainville Drive	Elevator rescue	5:57:00 PM	6:06:00 PM	5
03-Jan-21	Seagrape & Comm.	Accident w/injuries	6:18:00 PM	6:26:00 PM	5
04-Jan-21	4700 North Ocean Drive	Fire alarm	8:36:00 PM		10
05-Jan-21	1420 South Ocean Blvd.	Vehicle fire	12:13:00 PM	1:18:00 PM	6
05-Jan-21	Commercial Blvd.	Accident w/injuries	9:54:00 PM	10:46:00 PM	8
05-Jan-21	Commercial & Ocean	Accident w/injuries	9:56:00 PM	10:46:00 PM	8
07-Jan-21	1481 South Ocean Blvd.	Structure fire	9:11:00 AM	9:37:00 AM	7
07-Jan-21	1500 South Ocean Blvd.	Fire alarm	9:27:00 PM		7
09-Jan-21	1717 S. Ocean Blvd.	Strange odor - burning	7:53:00 PM	8:08:00 PM	8
10-Jan-21	3900 North Ocean Drive	Other fire - suspicious incident	4:06:00 PM	5:53:00 PM	4
11-Jan-21	1461 South Ocean Blvd.	Fire alarm	1:42:00 AM	2:04:00 AM	4
11-Jan-21	4328 Bougainville Drive	Elevator rescue	11:28:00 AM	11:39:00 AM	4
11-Jan-21	1800 South Ocean Blvd.	Elevator rescue	12:34:00 PM	12:52:00 PM	6
12-Jan-21	Seagrape & Hibiscus	Accident rollover/extrication	7:27:00 PM	9:03:00 PM	5
12-Jan-21	4629 Bougainville Drive	Vehicle fire	8:47:00 PM	8:51:00 PM	8
13-Jan-21	230 Hibiscus Avenue	Other fire - washdown	2:06:00 AM	2:30:00 AM	4
13-Jan-21	1900 South Ocean Blvd.	Fire alarm	2:18:00 PM	2:32:00 PM	6
14-Jan-21	4636 El Mar Drive	Fire alarm	1:11:00 PM	1:50:00 PM	6
14-Jan-21	4504 Bougainville Drive	Other fire - walk-up pl. bitten by dog needed ring cut off	2:21:00 PM	2:28:00 PM	5
15-Jan-21	4117 Bougainville Drive	Fire alarm	11:52:00 AM	12:08:00 PM	6
15-Jan-21	1920 E. Terra Mar Drive	Other fire - service call	8:10:00 PM	8:44:00 PM	5
16-Jan-21	1700 South Ocean Blvd.	Fire alarm	5:31:00 PM	6:08:00 PM	8
18-Jan-21	1770 South Ocean Blvd.	Other fire - forced entry	10:34:00 PM	10:46:00 PM	5
19-Jan-21	107 Commercial Blvd.	Other fire - DUI accident	9:00:00 PM	9:56:00 PM	6
20-Jan-21	289 Tropic Drive	Fire alarm	10:23:00 AM	10:28:00 AM	6
21-Jan-21	4434 Bougainville Drive	Fire alarm	9:47:00 AM	10:00:00 AM	7
21-Jan-21	1900 South Ocean Blvd.	Smoke investigation	5:24:00 PM	5:45:00 PM	10
22-Jan-21	Sunset Lane/S. Ocean	Electrical utility fire	6:24:00 PM	8:39:00 PM	8
25-Jan-21	1700 South Ocean Blvd.	Fire alarm commercial structure	7:03:00 PM	7:23:00 PM	7
25-Jan-21	Imperial Lane & Ocean	Other fire - suspicious incident	11:59:00 PM	1:50:00 AM	5
26-Jan-21	4050 North Ocean Drive	Elevator rescue	3:12:00 AM	3:39:00 AM	5
26-Jan-21	1770 South Ocean Blvd.	Other fire - forced entry	4:49:00 AM	5:38:00 AM	4
26-Jan-21	1441 South Ocean Blvd.	Vehicle fire	2:32:00 PM	6:27:00 PM	11
27-Jan-21	2000 South Ocean Blvd.	Other fire - power failure to bldg.	6:29:00 PM	8:08:00 PM	8
27-Jan-21	5100 North Ocean Blvd.	Fire alarm	9:05:00 PM	9:32:00 PM	9
28-Jan-21	1850 South Ocean Blvd.	Fire alarm	9:51:00 AM	9:58:00 AM	11
28-Jan-21	4613 North Ocean Drive	MVA vs Bicyclist	5:43:00 PM	5:51:00 PM	10
28-Jan-21	5100 North Ocean Drive	Fire alarm	5:43:00 PM	5:49:00 PM	10
28-Jan-21	4109 North Ocean Drive	Other fire - public svc	6:49:00 PM	6:58:00 PM	9
29-Jan-21	4900 North Ocean Drive	Elevator rescue	4:31:00 PM	4:45:00 PM	6
31-Jan-21	4395 El Mar Drive	Other fire - suspicious incident	5:47:00 PM	6:00:00 PM	4
Total Calls				47	

Date	Public Service	Event Description	Start Time	End Time	No. of FF
02-Jan-21	Coral Avenue	medical, E12 assisted M12	9:02:00 PM	9:20:00 PM	4
03-Jan-21	Pine Avenue	medical, made pt contact until M12 arrived	3:25:00 AM	4:20:00 AM	3
03-Jan-21	South Ocean Blvd.	medical, E12 assisted M212	5:13:00 PM	6:16:00 PM	3
05-Jan-21	Datura & North Ocean	medical, R54 mutual aid	9:58:00 AM		6
12-Jan-21	South Ocean Blvd.	medical, E12 assisted M12	3:33:00 PM	3:48:00 PM	6
13-Jan-21	Bougainville Drive	medical, E12 assisted M12	1:47:00 AM	1:56:00 AM	4
18-Jan-21	North Ocean Drive	medical, E12 assisted M12	12:20:00 AM	12:50:00 AM	4
18-Jan-21	El Mar Drive	medical, OR212 provided BLS care until M12 arrival	4:54:00 PM	5:50:00 PM	4
21-Jan-21	South Ocean Blvd.	medical, E12 assisted M12	4:38:00 PM	5:55:00 PM	8
24-Jan-21	South Ocean Blvd.	medical, E12 canceled by M12	5:36:00 AM	6:25:00 AM	3
24-Jan-21	El Mar Drive	medical, OR212 assisted DLE	11:56:00 AM	12:04:00 PM	3
24-Jan-21	Palm & Ocean	medical, E12 canceled upon arrival	8:56:00 PM	9:03:00 PM	3
27-Jan-21	South Ocean Blvd.	medical, E12 made pt contact until M12 arrived	12:51:00 PM	1:52:00 PM	10
27-Jan-21	South Ocean Blvd.	medical, E12 responded as 1st responder - M12 not avail	3:38:00 PM	4:37:00 PM	6
Total Calls				14	

Date	Public Service	Event Description	Start Time	End Time	No. of FF
31-Jan-21	Station 12	Installed a rear facing car seat	4:00:00 PM	5:30:00 PM	1

Date	Drill/Training	Event Description	Start Time	End Time	No. of FF
01-Jan-21	Station 12	Hazmat drill	6:00:00 PM	10:00:00 PM	9
04-Jan-21	Station 12	Practice w/ trainee Trappberger; firefighter P.O.s	4:00:00 PM	6:00:00 PM	4
05-Jan-21	1500 South Ocean Blvd.	Pre-planning fire inspection @Leisure Tower Condo	10:00:00 AM	11:30:00 AM	5
06-Jan-21	1620 South Ocean Blvd.	Pre-planning fire inspection @Ocean Colony	10:00:00 AM	12:00:00 PM	6
07-Jan-21	4140 E Mar Drive	Pre-planning fire inspection @Sea Lord Hotel	10:00:00 AM	11:30:00 AM	4
07-Jan-21	Station 12	Hazmat decon drill	6:00:00 PM	10:00:00 PM	7
07-Jan-21	Station 12	Practice w/ trainee Trappberger; firefighter P.O.s	3:00:00 PM	5:00:00 PM	5
08-Jan-21	Station 12	Practice w/trainee Trappberger on SCBA for state exam	3:00:00 PM	6:00:00 PM	2
09-Jan-21	Station 12	Facility maintenance	8:30:00 AM	12:00:00 PM	7
11-Jan-21	Station 12	Practice w/ trainee Trappberger w/Big 2/SCBA & attack lines	3:00:00 PM	5:00:00 PM	4
12-Jan-21	4405 North Ocean Drive	Pre-planning fire inspection @7-Six Store	10:00:00 AM	11:00:00 AM	5
13-Jan-21	4343 North Ocean Drive	Pre-planning fire inspection @BurgerFi	10:00:00 AM	10:45:00 AM	6
14-Jan-21	1700 South Ocean Blvd.	Pre-planning fire inspection @Cristelle Condo	10:00:00 AM	12:00:00 PM	5
14-Jan-21	Station 12	Hazmat/decon	6:00:00 PM	10:00:00 PM	9
15-Jan-21	Station 12	Practice w/trainee Trappberger for Big #2	3:00:00 PM	6:00:00 PM	3
16-Jan-21	Community Center	ATPC1810 - Firefighting Tactics & Strategy I course	8:30:00 AM	5:30:00 PM	12
16-Jan-21	Station 12	Facility maintenance; Marine 12 & 212	9:00:00 AM	12:00:00 PM	4
19-Jan-21	1480 South Ocean Blvd.	Pre-planning fire inspection @International Studio	10:00:00 AM	11:30:00 AM	4
20-Jan-21	Station 12	Pre-planning fire inspection @Buena Vista	10:00:00 AM	11:30:00 AM	6
21-Jan-21	1460 South Ocean Blvd.	Pre-planning fire inspection @Europa by the Sea	10:15:00 AM	12:00:00 PM	5
21-Jan-21	Station 12	RIT Drill	6:00:00 PM	10:00:00 PM	7
21-Jan-21	Beach	Ocean rescue zones 1-37, portal locations, access area & key landmarks	6:00:00 PM	9:00:00 PM	5
23-Jan-21	Community Center	ATPC1810 - Firefighting Tactics & Strategy I course	8:30:00 AM	5:30:00 PM	12
26-Jan-21	2000 South Ocean Blvd.	Pre-planning fire inspection @Royal Coast Condo	10:00:00 AM	12:00:00 PM	5
28-Jan-21	Station 12	Pre-planning fire inspection @Leisure Mar Condo	10:15:00 AM	11:30:00 AM	6
28-Jan-21	Station 12	HAZMAT	6:00:00 PM	10:00:00 PM	7
29-Jan-21	1600 South Ocean Blvd.	Pre-planning fire inspection @AquaZul Condo	10:00:00 AM	12:00:00 PM	4
29-Jan-21	Station 12	Practice the Big 2 for FF DeMellon	1:30:00 PM	4:00:00 PM	2
30-Jan-21	Community Center	ATPC1810 - Firefighting Tactics & Strategy I course	9:00:00 AM	5:00:00 PM	12

Date	Ocean Rescue	Event Description	Start Time	End Time	No. of FF
01/1/2021 thru 01/31/21	Beach	Special Detail; patrolled north & south of the pier throughout the month at various intervals as requested by the Town	7:00:00 PM	10:30:00 PM	2-4
25-Jan-21	Beach	Ocean rescue patrol	2:00:00 PM	4:30:00 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

Jan-21

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	50	57	5	8
Response Time	0:04:59	0:04:46	0:00:00	0:00:00

Total Average Response Time : 4:38

Dec-20

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	47	55	5	11
Response Time	0:04:35	0:04:23	0:00:00	0:00:00

Total Average Response Time : 4:51

Nov-20

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	54	62	12	9
Response Time	0:04:53	0:04:47	0:00:00	0:00:00

Total Average Response Time : 4:49



Town Commission Agenda Item Report

Meeting Date: February 23, 2021

Submitted By: Brooke Liddle

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

AMR January 2021 Report (Chief Brooke Liddle, AMR)

Explanation:

January 2021 Report

Recommendation:

Accept/Approve

Attachments:

1. January 2021 Report

Response Date	Address	Dispatched	Enroute	On Scene	Response Time
1/1/2021	4600 BLK N Ocean Dr	20:26:29	20:26:32	20:28:54	00:02:25
1/1/2021	200 BLK Tropic Dr	04:28:45	04:28:48	04:33:43	00:04:58
1/1/2021	1800 BLK S Ocean Blvd	07:10:35	07:10:59	07:13:26	00:02:51
1/1/2021	4900 BLK N Ocean Blvd	13:31:21	13:33:15	13:34:10	00:02:49
1/1/2021	100 BLK Commercial Blvd	19:02:05	19:02:12	19:05:59	00:03:54
1/1/2021	4600 BLK Poinciana St	23:46:20	23:50:24	23:50:07	00:03:47
1/2/2021	N Ocean Dr/ Datura Ave	00:14:05	00:14:19	00:19:18	00:05:13
1/2/2021	4500 BLK N Ocean Dr	13:07:33	13:07:46	13:07:49	00:00:16
1/2/2021	N Ocean Dr/ Commercial Blvd	14:17:47	14:20:00	14:20:06	00:02:19
1/2/2021	2 BLK Corsair Ave	21:10:27	21:11:31	21:13:31	00:03:04
1/3/2021	2000 BLK Coco Palm Pl	11:43:23	11:44:52	11:48:36	00:05:13
1/3/2021	3900 BLK N Ocean Dr	13:24:26	13:26:29	13:27:22	00:02:56
1/3/2021	4100 BLK El Mar Dr	16:52:02	16:52:17	16:57:07	00:05:05
1/3/2021	200 BLK Lombardy Ave	21:39:51	21:41:25	21:44:03	00:04:12
1/5/2021	4600 BLK El Mar Dr	00:03:08	00:04:20	00:05:11	00:02:03
1/5/2021	1400 BLK W Terra Mar Dr	15:50:12	15:50:53	15:54:58	00:04:46
1/6/2021	4100 BLK El Mar Dr	05:06:18	05:07:47	05:10:40	00:04:22
1/6/2021	4500 BLK Bougainvilla Dr	13:36:35	13:36:52	13:37:04	00:00:29
1/8/2021	4500 BLK N Ocean Dr	00:13:46	00:13:57	00:17:00	00:03:14
1/8/2021	3200 BLK Fiesta Way	11:14:28	11:14:54	11:17:46	00:03:18
1/8/2021	3900 N Ocean Dr	17:01:05	17:01:24	17:04:03	00:02:58
1/8/2021	4300 BLK N Ocean Dr	19:17:57	19:18:47	19:20:12	00:02:15
1/8/2021	100 BLK Commercial Blvd	21:30:56	21:32:09	21:35:27	00:04:31
1/9/2021	4500 BLK El Mar Dr	00:42:55	00:44:46	00:46:57	00:04:02
1/9/2021	4600 BLK N Ocean Dr	02:00:47	02:03:30	02:04:55	00:04:08
1/10/2021	4900 BLK N Ocean Blvd	10:50:11	10:50:25	10:52:34	00:02:23
1/10/2021	1400 BLK S Ocean Blvd	16:39:52	16:40:06	16:44:16	00:04:24
1/10/2021	3900 BLK N Ocean Dr	17:16:54	17:16:59	17:20:04	00:03:10
1/10/2021	4200 BLK N Ocean Dr	23:59:20	23:59:34	00:02:22	00:03:02
1/11/2021	200 BLK Codrington Dr	19:50:54	19:51:06	19:56:22	00:05:28
1/12/2021	100 BLK Commercial Blvd	05:18:39	05:18:54	05:21:57	00:03:18
1/12/2021	1800 BLK S Ocean Blvd	08:39:36	08:39:48	08:42:12	00:02:36
1/12/2021	4100 BLK Bougainvilla Dr	11:46:44	11:47:45	11:50:02	00:03:18
1/12/2021	Hibiscus Ave/ Sea Grape Dr	19:29:26	19:29:48	19:32:51	00:03:25
1/12/2021	5100 BLK N Ocean Blvd	23:44:02	23:44:19	23:46:18	00:02:16
1/13/2021	1800 BLK S Ocean Blvd	01:22:28	01:24:09	01:26:54	00:04:26
1/13/2021	100 BLK Commercial Blvd	01:48:57	01:50:27	01:52:59	00:04:02
1/13/2021	1500 BLK S Ocean Blvd	13:12:01	13:14:51	13:14:53	00:02:52
1/13/2021	5100 BLK N Ocean Blvd	17:21:08	17:25:26	17:25:28	00:04:20
1/13/2021	1600 BLK Bel-Air Ave	18:07:50	18:12:04	18:12:32	00:04:42
1/13/2021	4400 BLK N Ocean Dr	18:29:48	18:30:57	18:32:02	00:02:14
1/14/2021	4300 BLK N Ocean Dr	16:41:49	16:42:34	16:44:24	00:02:35
1/15/2021	1800 BLK S Ocean Blvd	11:44:37	11:44:41	11:47:45	00:03:08
1/15/2021	200 BLK Neptune Ave	16:56:44	16:57:12	17:00:03	00:03:19
1/16/2021	4200 BLK N Ocean Dr	06:40:16	06:42:41	06:44:53	00:04:37
1/16/2021	4000 BLK N Ocean Dr	08:15:52	08:16:01	08:17:57	00:02:05
1/16/2021	1400 BLK S Ocean Blvd	09:08:49	09:09:29	09:14:09	00:05:20
1/17/2021	4500 BLK Poinciana St	00:01:02	00:01:18	00:05:21	00:04:19

1/17/2021	1400 BLK S Ocean Blvd	07:08:35	07:08:46	07:12:43	00:04:08
1/17/2021	4300 BLK N Ocean Dr	10:09:23	10:09:39	10:10:55	00:01:32
1/17/2021	4400 BLK Bougainvillea Dr	11:47:07	11:48:43	11:50:02	00:02:55
1/17/2021	3900 BLK N Ocean Dr	18:09:23	18:10:27	18:12:31	00:03:08
1/18/2021	4000 BLK N Ocean Dr	00:21:30	00:23:35	00:26:12	00:04:42
1/18/2021	4300 BLK El Mar Dr	16:52:39	16:52:43	16:54:43	00:02:04
1/18/2021	1900 BLK Sailfish Pl	17:24:21	17:24:27	17:27:38	00:03:17
1/18/2021	1400 BLK S Ocean Blvd	19:31:39	19:32:31	19:36:14	00:04:35
1/18/2021	1700 BLK S Ocean Blvd	22:30:08	22:30:19	22:34:07	00:03:59
1/19/2021	100 BLK Commercial Blvd	21:01:18	21:02:32	21:05:02	00:03:44
1/19/2021	4200 BKL N Ocean Dr	00:31:08	00:31:24	00:34:17	00:03:09
1/19/2021	4000 BKL N Ocean Dr	08:06:58	08:08:45	08:10:15	00:03:17
1/20/2021	3900 BLK N Ocean Dr	08:05:30	08:06:49	08:08:01	00:02:31
1/20/2021	5100 BLK N Ocean Blvd	19:57:32	19:59:05	20:00:45	00:03:13
1/21/2021	200 BLK Codrington Dr	09:42:18	09:42:37	09:45:19	00:03:01
1/21/2021	3900 BLK N Ocean Dr	16:34:37	16:36:59	16:38:31	00:03:54
1/21/2021	1600 BLK S Ocean Blvd	16:46:12	16:48:19	16:49:50	00:03:38
1/21/2021	1900 BLK Windward Dr	19:56:04	19:57:17	20:00:55	00:04:51
1/22/2021	5100 BLK N Ocean Blvd	09:12:50	09:14:59	09:16:37	00:03:47
1/22/2021	Commercial Blvd/N Ocean Dr	11:13:13	11:14:38	11:16:10	00:02:57
1/22/2021	3900 BLK N Ocean Dr	19:41:06	19:41:12	19:44:52	00:03:46
1/23/2021	4400 BLK W Trade Winds Ave	19:29:30	19:29:39	19:32:38	00:03:08
1/24/2021	1900 BLK S Ocean Blvd	05:37:37	05:39:09	05:42:17	00:04:40
1/24/2021	6000 BLK N Ocean Blvd	11:01:13	11:03:15	11:04:36	00:03:23
1/24/2021	3900 BLK N Ocean Dr	13:05:04	13:05:17	13:07:44	00:02:40
1/24/2021	4000 BLK N Ocean Blvd	20:57:47	20:58:45	21:00:13	00:02:26
1/25/2021	4500 BLK El Mar Dr	00:01:40	00:03:12	00:05:34	00:03:54
1/25/2021	1400 BLK S Ocean Blvd	10:34:18	10:34:51	10:37:49	00:03:31
1/26/2021	1700 BLK S Ocean Blvd	04:51:09	04:51:20	04:54:27	00:03:18
1/26/2021	1400 BLK S Ocean Blvd	14:19:58	14:20:20	14:22:58	00:03:00
1/26/2021	El Mar Dr/Pine Ave	18:04:16	18:04:31	18:05:36	00:01:20
1/27/2021	1800 BLK S Ocean Blvd	09:24:59	09:25:39	09:28:11	00:03:12
1/27/2021	3900 BLK N Ocean Dr	05:40:19	05:41:39	05:44:35	00:04:16
1/27/2021	1700 BLK S Ocean Blvd	12:33:43	12:33:49	12:36:49	00:03:06
1/27/2021	5100 BLK N Ocean Blvd	15:36:33	15:37:02	15:39:01	00:02:28
1/27/2021	2000 BLK S Ocean Blvd	18:47:30	18:47:42	18:52:08	00:04:38
1/28/2021	4200 BLK El Mar Dr	10:01:03	10:03:48	10:04:02	00:02:59
1/28/2021	4500 BLK N Ocean Dr	12:41:37	12:42:26	12:42:28	00:00:51
1/28/2021	4600 BLK N Ocean Dr	17:40:55	17:42:11	17:43:23	00:02:28
1/29/2021	4500 BLK N Ocean Dr	07:37:24	07:39:55	07:39:58	00:02:34
1/29/2021	1900 BLK E Terra Mar Dr	13:02:25	13:02:39	13:06:15	00:03:50
1/29/2021	4000 BLK N Ocean Dr	21:18:28	21:20:25	21:22:16	00:03:48
1/29/2021	4300 BLK N Ocean Dr	22:47:39	22:49:35	22:50:58	00:03:19
1/30/2021	4300 BLK N Ocean Dr	23:06:03	23:07:45	23:09:01	00:02:58
1/31/2021	1800 BLK S Ocean Blvd	10:58:14	10:58:34	11:01:52	00:03:38
1/31/2021	4600 BLK Poinciana St	18:23:02	18:23:13	18:26:35	00:03:33
	6 min or less = 100%			Average =	0:03:23



Town Commission Agenda Item Report

Meeting Date: February 23, 2021

Submitted By: Linda Connors, Interim Town Manager

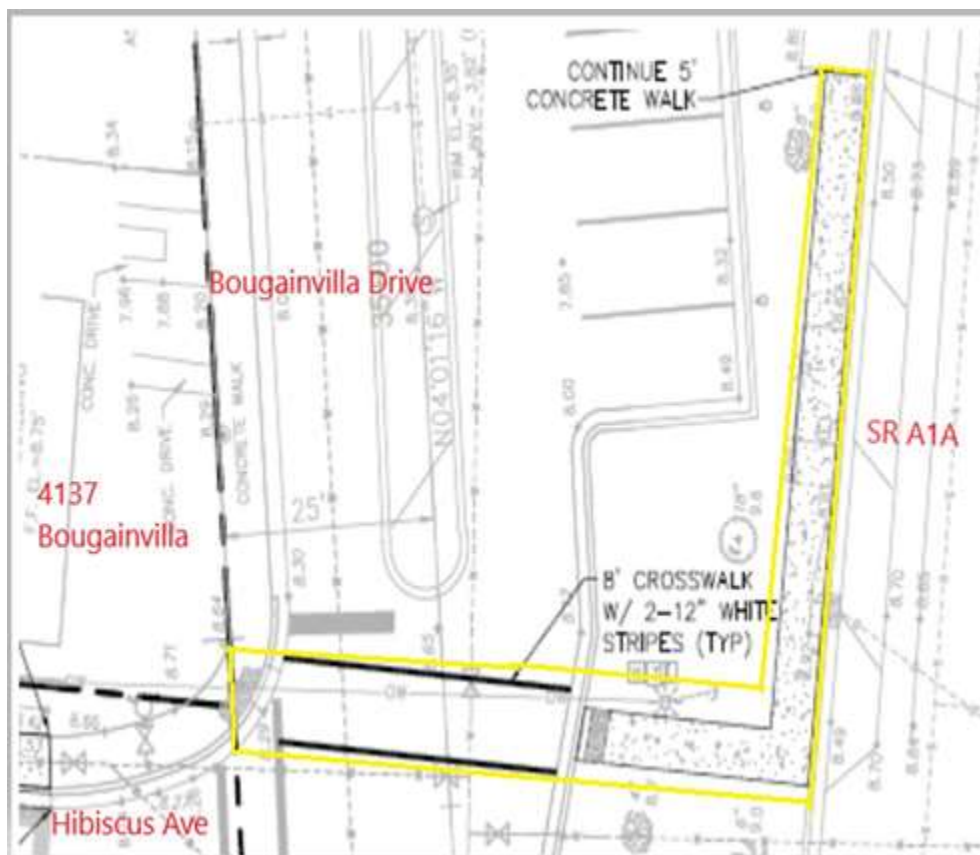
Submitting Department: Administration

Item Type: Report

Agenda Section: Town Manager Report

Subject Title: Town Manager's Report for February 23, 2021

1. Hibiscus and Bougainvilla Crosswalk and Sidewalk Enhancements



The Town will be installing a new crosswalk as well as new sidewalk across Bougainvilla Drive at Hibiscus Ave to connect to the existing sidewalk on A1A. This will allow pedestrians to cross safely at this intersection as well as provide access to the FDOT crosswalk at A1A & Hibiscus and the bus stop located adjacent to the Visitor's Center. Staff anticipates the project to begin on February 22nd.

2. City of Pompano Beach Underground Utility Installation

The City of Pompano Beach has begun the process of converting overhead lines (Power & Telecom) to underground on A1A. Residents may notice some temporary delays on A1A beginning at approximately Terra Mar Drive into the City of Pompano Beach.

3. Town Topics – Video Edition

One of my top priorities is to find new ways to provide information to the public about town issues and services. To help spread the word about what is going on in Town, I've asked Steve D'Oliveira to start a Town Topics - Video Edition. This March, the first television show will air on Channel 78 and will also be available for viewing from our website. It will include interviews with Town staff about the goings on in the town. For example, this month, the show will include interviews with Armelio Bien-Aime, Community Center Director; Jhanelle Campbell, Acting Development Services Director; Bethany Banyas, Code Compliance Officer; and Captain Palmer, BSO Captain, among others. Communication is always good, and I am hoping that this show will be an additional way for residents to become knowledgeable about their town.

4. Resident Complaints about Dogs on Beach and Off Leash

We have had an increase in people complaining about dogs on the beach and off leash in the Town (particularly Friedt Park). The Code Department will begin informing visitors and residents that dogs are not allowed on our beaches and must be under the owner's control in town. Later, we will move to issue civil citations to those that refuse to cooperate.

5. Town Hall Opening Update

Over the last month, staff has transitioned back to working in Town Hall full-time. Before everyone came back to in-person working, we updated our protocols and made sure staff were comfortable with the procedures that we had in place.

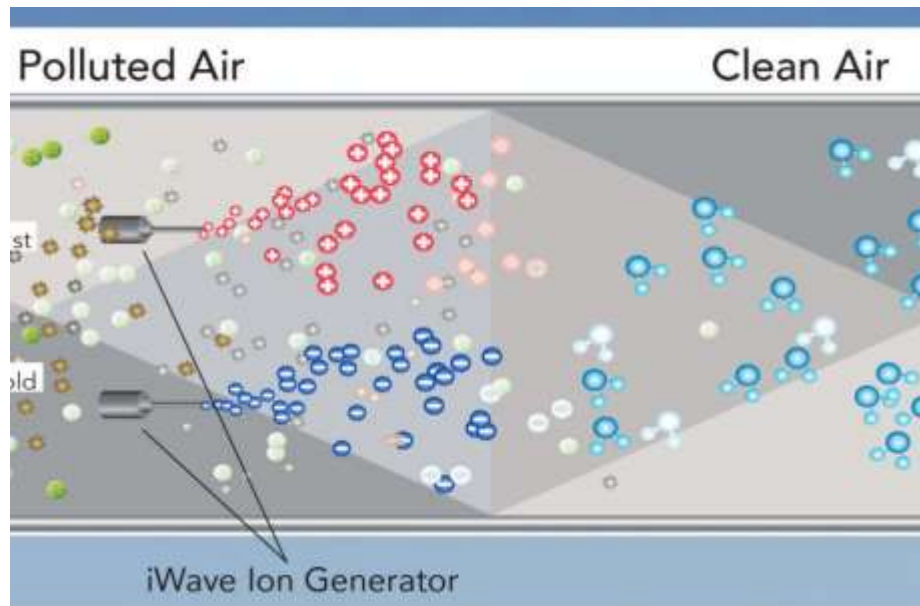
While we are currently able to assist our customers by having them call staff on the phone, we miss our residents and would like to get back to being able to meet with them in person. To that end, Neysa surveyed the other municipalities in Broward to get an idea as to how they are handling their service to their residents. Below is a summary of the most relevant findings of the survey:

- **71% of the municipalities have not opened their City/Town Halls to the public.** These organizations are providing services online, by mail, appointment, and over the phone.
- **The Building Department of 63% of the municipalities are closed to the public.** These municipalities offer a combination of a drobox and online plan reviews and submittals
- **63% of the municipalities have their community centers closed to the public.** Those municipalities with open community centers are limiting capacity, performing temperature checks at entrance, following frequent sanitation protocols, and County and CDC guidelines

It seems as if we are trending with the rest of the County by keeping Town Hall closed while providing service to our residents. Our staff is small, and it is important that we take precautions to stay safe and healthy. Therefore, we are going to continue to have the Town closed to visitors

and will revisit our options next month. However, it is important to note, that we are open for business and able to provide all services to our residents.

6. Town Hall Improvements



While Town Hall is closed, we are continually working to find ways to upgrade our facility to increase the safety to staff who are working at the office and ultimately for the residents when we are finally able to safely open our doors to the public. In that regard, I have approved the installation of an air purifying device that installs in our existing air conditioning system. It will reduce pathogens, allergens, particles, smoke and odors in the air, creating a healthy environment without producing any harmful byproducts. The cost for the upgrade is approximately \$6,000 and while not specifically budgeted, it will be funded from the building capital and outlay account.

7. Broward County Segment II Shore Protection Project

Broward County's Beach Renourishment project is scheduled to begin March 15th. It will temporarily stop April 30th for turtle season and resume November 1st. The project will help provide storm protection for the coastal population and infrastructure, habitat for several endangered animals including sea turtles, and recreational beaches for visitors and residents. Access to the Palm Ave & Washington Ave Portals will be affected by this project. Members of the public should follow the instructions of construction personnel, observe all posted signs regarding closed areas and stay away from areas fenced with orange construction netting. For the most part, the project crew will work Monday through Friday 7:00 a.m. to 7:00 p.m.

8. Brandon Brown



Meet the newest member of the Lauderdale-By-The-Sea team, Naima Brown. She was born on February 6, 2021 and is the daughter of Brandon Brown. Brandon has been working with us since 2014 and currently serves as a Maintenance II Worker. He will be back to the office on March 1st so if you see him around town, be sure to say congratulations!



Town Commission Agenda Item Report

Meeting Date: February 23, 2021

Submitted by: Lucila Lang, Director of Finance & Budget

Submitting Department: Administration

Item Type: Report

Agenda Section: Town Manager Report

Subject Title: December 2020 Finance Report

Explanation: Presented is the December 2020 financial report, which consists of the attached Revenue Expenditure Report (Exhibit 1) and the Cash & Investment Report (Exhibit 2). At the end of December, the Town was at 25% of the fiscal year.

The following is a summary of the operating results through December 2020.

Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues Excluding Appropriations	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	\$ 13,138,247.00	\$ 30,000.00	\$ 13,108,247.00	\$ 8,353,468.45	63.73%	\$ 2,928,383.66	22.34%	\$ 5,425,084.79
Building Fund	683,834.00	-	\$ 683,834.00	155,408.63	22.73%	121,293.08	17.74%	\$ 34,115.55
Sewer Fund	1,130,896.00	-	\$ 1,130,896.00	286,172.65	25.30%	284,479.57	25.16%	\$ 1,693.08
Fire Fund	1,066,146.00	-	\$ 1,066,146.00	881,915.14	82.72%	232,216.74	21.78%	\$ 649,698.40
Capital Fund	7,770,957.00	7,470,957.00	\$ 300,000.00	949,603.69	316.53%	900,496.19	11.59%	\$ 49,107.50
Parking Fund	5,549,995.00	3,797,960.00	\$ 1,752,035.00	570,649.80	32.57%	1,319,424.38	23.77%	\$ (748,774.58)
Grand Total	\$ 29,340,075.00	\$ 11,298,917.00	\$ 18,041,158.00	\$ 11,197,218.36		\$ 5,786,293.62		\$ 5,410,924.74

Transfers:

Transfers			
Date	From Account	To Account	Amount
12/30/2020	Parking Fund	Capital Fund	\$ 949,490.00
12/30/2020	Parking Fund	General Fund	\$ 200,381.75
12/30/2020	Fire Fund	General Fund	\$ 5,500.00

Notable items for December are as follows:

General Fund Revenues:

- The Town typically collects the bulk of the budgeted Ad Valorem Revenue in December and this year is no different. During December, the Town collected \$5,305,288, which brings the month's revenue collection to 63.6% of the year's budget.
- Due to timing of the Ad Valorem Revenue collections, the Town's cash balances at the end of December are typically the highest that they are at any point in the year. These amounts will be spent during the next nine months as budgeted expenditures.
- No revenue has been collected for Sidewalk Café. Following the Commission's directive last month, these revenues will be addressed in August of this fiscal year.
- As shown in the above table, per the amended budget, a transfer from Fire in the amount of \$5,500 and a transfer from Parking in the amount of \$200,381.75 were processed in the month of December.

General Fund Expenditures:

- Payment has been made to 6 of the 11 non-profit organizations that requested a donation.
- Payments for town insurance vary throughout the year; some being paid on a quarterly basis and others are spread to 3 x's a year. Liability Insurance has 1 payment left; due in March and PGIT is paid quarterly with 3 payments remaining.
- Operating Expenses: A onetime payment was processed to Broward County Ad Valorem Taxes for FY20/21 in the amount of \$15,450.16 for the warehouse facility. The warehouse facility has a total square footage of 20,645 and 61.8% (17,64 s.f.) is exempt and the remaining 38.2% (7,881 s.f.) is leased to Nana's Stromboli, which is not exempt, hence the payment for \$15K.
- Police Department-Operating Expenses: Payments made to Kilowatt Electric Company to install additional cameras for BSO.
- Recreation-Contractual Services: Payment made to Nova Southeastern University for the Staghorn Coral Reef Project which is meant to protect existing coral reefs and develop new ones. This is the 2nd payment with 3 smaller payments spread out over the next 3 years.

<u>Staghorn Coral Restoration Project</u>		
<u>Contract Cost:</u>	\$	59,000
	<u>Amount Paid</u>	<u>Amount to be paid</u>
Payment 1	\$ (24,500)	
Payment 2	\$ (26,500)	
Payment 3		\$ 4,000
Payment 4		\$ 2,000
Payment 5		\$ 2,000

Building Fund:

- Revenues and expenditures are within budget.

Fire Fund:

- During December, the Town received \$584,687 in Fire Assessment fees (82% of budget) which brings total revenues to 90.7%.

- Building maintenance: A/C unit has been leaking; therefore, had to be replaced at a cost of \$1,325.00.

Capital Fund:

- The Capital Fund received a transfer in the amount of \$949,490 from the Parking Fund as per amended budget.
 - Note: The interim town manager will be reviewing current and future transfers and will make recommendations for budget amendments in a future commission meeting.
- Visitor's Center: \$15,170 payment made to State Contracting for ADA improvements
- East Terra Mar Drive: \$2,894.23 payment made to Baxter & Woodman for inspections and other reimbursable items.
- Greenway-El Mar: \$5,100 payment made to Flynn Engineering for firm principal labor.

Sewer Fund:

- Revenues and expenditures are in line with budget.

Parking Fund:

- Revenues:
 - Parking Revenue for parking permits and agreements as well as the Bougainvilla/Poinciana lot are exceeding expectations.
- Expenditures are within budget.

Attachments:

- Ex. 1 - Revenue/Expenditure Report
- Ex. 2 - Cash & Investment Report

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of DECEMBER
2020

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 12/31/2020	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
001 General Fund:									
SunTrust	101.000	8015	Master Account	Advantage NOW	SunTrust	14,561,755.96	0.02%	175.68	384.88
SunTrust	101.009	6876	Emergency Reserve	Advantage NOW	SunTrust	2,500,000.00	0.02%	Included Above	Included Above
GENERAL FUND						17,061,755.96		175.68	384.88
SBA	101.300	1471-A	General Fund Invest Acct A	SBA Invest Pool	SBA	173,844.11	0.18%	26.25	101.61
SBA	101.400	1472-A	Emergency Reserves Acct A	SBA Invest Pool	SBA	84,342.74	0.18%	12.74	49.33
GENERAL FUND						258,186.85		38.99	150.94
GENERAL FUND						17,319,942.81		214.67	535.82
101 Police Forfeiture & Training									
SunTrust	101.100	9613	Police Forfeiture Fund	Advantage NOW	SunTrust	14,366.50	0.02%	Included Above	Included Above
POLICE FUND						14,366.50		0.00	0.00
103 Sewer Enterprise Fund									
SunTrust	101.105	9999	Cash	Advantage NOW	SunTrust	1,419,836.50	0.02%	16.89	46.79
SEWER FUND						1,419,836.50		16.89	46.79
115 Fire Fund:									
SunTrust	101.109	5379	Fire Fund Account	Advantage NOW		1,304,184.37	0.02%	15.83	45.55
FIRE FUND						1,304,184.37		15.83	45.55
300 Capital Improvement Fund:									
SunTrust	101.115	0010	Cash	Advantage NOW	SunTrust	4,475,745.85	0.02%	41.49	113.69
CAPITAL IMPROVEMENT FUND						4,475,745.85		41.49	113.69
310 Parking Improvement Fund									
SunTrust	101.125	0120	Parking Improvement Account	Advantage NOW	SunTrust	4,208,262.35	0.02%	60.47	165.53
SunTrust	101.128	8554	PILOP Account	Advantage NOW	SunTrust	32,621.00	0.02%	0.38	1.03
PARKING FUND						4,240,883.35		60.85	166.56
102 Building Fund									
SunTrust	101.104	8686	Building Account	Advantage NOW	SunTrust	66,755.73	0.02%	0.42	0.46
BUILDING FUND						66,755.73		0.42	0.46
ALL FUNDS						28,841,715.11		350.15	908.87

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of DECEMBER
2020

Summary by Investment Type		Amount	Percent
Interest Bearing Checking		28,516,772.53	99%
Non-interest Bearing Checking		0.00	0%
SBA Trust Fund/Pools		258,186.85	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		28,774,959.38	100%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	17,319,942.81	60%
	Police Fund	14,366.50	0%
	Sewer Fund	1,419,836.50	5%
	Fire Fund	1,304,184.37	5%
	Building Fund	66,755.73	0%
	Capital Improvement Fund	4,475,745.85	16%
	Parking Fund	4,240,883.35	15%
GRAND TOTAL		28,841,715.11	100%

Summary by Bank/Pool		Amount	Percent
SunTrust		28,583,528.26	99%
Florida Prime/State Board of Admin.		258,186.85	1%
GRAND TOTAL		28,841,715.11	100%

Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 12/31/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund Type: GOV Governmental							
Fund: 001 - General Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	0.00	30,000.00	0.00	0.00	0.00	30,000.00	0.0
Appropriated Fund Balance	0.00	30,000.00	0.00	0.00	0.00	30,000.00	0.0
Dept: 301.000 Ad Valorem Property Taxes							
311.100 Ad Valorem Property Taxes	9,009,684.00	9,009,684.00	7,514,744.48	5,305,288.03	0.00	1,494,939.52	83.4
Ad Valorem Property Taxes	9,009,684.00	9,009,684.00	7,514,744.48	5,305,288.03	0.00	1,494,939.52	83.4
Dept: 301.100 Utility Taxes							
311.101 FPL Utility Tax	830,000.00	830,000.00	161,755.89	80,506.79	0.00	668,244.11	19.5
311.440 Gas Utility Tax	16,500.00	16,500.00	1,519.88	819.70	0.00	14,980.12	9.2
314.300 Water Utility Tax	165,000.00	165,000.00	23,949.40	11,988.43	0.00	141,050.60	14.5
Utility Taxes	1,011,500.00	1,011,500.00	187,225.17	93,314.92	0.00	824,274.83	18.5
Dept: 301.600 Franchise Taxes							
313.100 FI Power & Light Franchise	600,000.00	600,000.00	112,009.42	54,933.66	0.00	487,990.58	18.7
313.300 Waste Franchise Collection	110,000.00	110,000.00	13,774.65	0.00	0.00	96,225.35	12.5
313.301 Waste Franchise Adm-Fee	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	0.0
313.400 Gas Franchise	10,000.00	10,000.00	1,318.98	736.54	0.00	8,681.02	13.2
313.600 Towing Franchise Fees	600.00	600.00	0.00	0.00	0.00	600.00	0.0
Franchise Taxes	729,600.00	729,600.00	127,103.05	55,670.20	0.00	602,496.95	17.4
Dept: 302.000 Licenses & Permits							
321.100 Business License Taxes	75,000.00	75,000.00	66,381.42	40,768.75	0.00	8,618.58	88.5
321.110 Sidewalk Cafe ROW	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	0.0
322.400 Sign Permits	1,325.00	1,325.00	0.00	0.00	0.00	1,325.00	0.0
Licenses & Permits	111,325.00	111,325.00	66,381.42	40,768.75	0.00	44,943.58	59.6
Dept: 303.000 Intergovernmental Revenues							
311.120 Municipal Revenue Sharing	150,000.00	150,000.00	36,110.43	12,036.81	0.00	113,889.57	24.1
311.150 Alcoholic Beverage License	15,000.00	15,000.00	832.05	0.00	0.00	14,167.95	5.5
311.180 Sales Tax	390,000.00	390,000.00	64,768.15	32,743.03	0.00	325,231.85	16.6
312.405 Local Op Gas Tax 1 - 6 cent	60,000.00	60,000.00	9,311.18	4,862.22	0.00	50,688.82	15.5
312.410 Local Op Gas Tax 1 - 5 cent	46,630.00	46,630.00	6,390.54	3,377.80	0.00	40,239.46	13.7
315.100 Communication Service Tax	320,000.00	320,000.00	47,076.39	24,241.15	0.00	272,923.61	14.7
334.910 BCC-Senior Center Grant	19,233.00	19,233.00	0.00	0.00	0.00	19,233.00	0.0
334.914 BCC-Transporation Grant	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0
334.915 FDOT-Reimbursable Grant	18,064.00	18,064.00	0.00	0.00	0.00	18,064.00	0.0
334.929 Emergency Supplemental Funding	0.00	0.00	49,931.18	5,295.62	0.00	-49,931.18	0.0
Intergovernmental Revenues	1,168,927.00	1,168,927.00	214,419.92	82,556.63	0.00	954,507.08	18.3
Dept: 304.000 Charges for Services							
343.902 Site Plan Application Fees	1,650.00	1,650.00	0.00	0.00	0.00	1,650.00	0.0
347.500 Tennis - Shuffle Key	9,200.00	9,200.00	390.00	110.00	0.00	8,810.00	4.2
Charges for Services	10,850.00	10,850.00	390.00	110.00	0.00	10,460.00	3.6
Dept: 305.000 Fines & Forfeitures							
354.150 Fines,TrafficViolation,Citatio	30,000.00	30,000.00	1,077.01	399.12	0.00	28,922.99	3.6
354.160 Code Enforcement Fines	40,000.00	40,000.00	2,850.00	50.00	0.00	37,150.00	7.1
359.100 Other Fines & Alarms	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
Fines & Forfeitures	71,500.00	71,500.00	3,927.01	449.12	0.00	67,572.99	5.5
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	35,800.00	35,800.00	470.28	134.24	0.00	35,329.72	1.3
362.000 Rent/Lease Royalties	69,820.00	69,820.00	18,965.07	6,321.69	0.00	50,854.93	27.2
366.100 Donations	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
369.100 Miscellaneous Revenues	36,308.00	36,308.00	9,081.30	2,777.95	0.00	27,226.70	25.0
369.200 Miscellaneous Applications	18,975.00	18,975.00	4,810.00	1,060.00	0.00	14,165.00	25.3
369.201 Miscellaneous MerchandiseSales	300.00	300.00	69.00	60.00	0.00	231.00	23.0
369.250 Recreational Activities Fee	1,250.00	1,250.00	0.00	0.00	0.00	1,250.00	0.0

REVENUE/EXPENDITURE REPORT

Page: 2

2/12/2021

2:32 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 12/31/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund Type: GOV Governmental							
Fund: 001 - General Fund							
Revenues							
Dept: 306.000 Miscellaneous Revenues							
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
Miscellaneous Revenues	171,334.00	171,334.00	33,395.65	10,353.88	0.00	137,938.35	19.5
Dept: 581.100 Interfund Transfers							
380.115 Transfer from Fire - OH Costs	22,000.00	22,000.00	5,500.00	5,500.00	0.00	16,500.00	25.0
381.106 Transfer from Parking Fund	801,527.00	801,527.00	200,381.75	200,381.75	0.00	601,145.25	25.0
Interfund Transfers	823,527.00	823,527.00	205,881.75	205,881.75	0.00	617,645.25	25.0
Revenues	13,108,247.00	13,138,247.00	8,353,468.45	5,794,393.28	0.00	4,784,778.55	63.6
Expenditures							
Dept: 511.000 Commission							
500.110 Commission Salaries	66,000.00	66,000.00	15,537.39	7,518.09	0.00	50,462.61	23.5
500.210 Employer FICA Taxes	5,000.00	5,000.00	1,001.40	484.02	0.00	3,998.60	20.0
500.220 Retirement	32,500.00	32,500.00	4,929.84	2,464.92	0.00	27,570.16	15.2
500.230 Group Insurance	64,200.00	64,200.00	22,015.99	5,094.67	0.00	42,184.01	34.3
500.345 Contractual Services	4,500.00	4,500.00	975.00	393.75	0.00	3,525.00	21.7
500.510 Office Supplies	175.00	175.00	0.00	0.00	0.00	175.00	0.0
500.540 Dues & Subscriptions	1,725.00	1,725.00	488.10	0.00	0.00	1,236.90	28.3
500.545 Training	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.550 Operating Expenses	9,500.00	9,500.00	2,166.03	0.00	0.00	7,333.97	22.8
Commission	185,600.00	185,600.00	47,113.75	15,955.45	0.00	138,486.25	25.4
Dept: 511.100 Donation-Non Profits							
500.820 Donations-Aids to Private Org	53,259.00	53,259.00	19,500.00	0.00	0.00	33,759.00	36.6
Donation-Non Profits	53,259.00	53,259.00	19,500.00	0.00	0.00	33,759.00	36.6
Dept: 511.200 Visitor Center							
500.120 Regular Salaries	12,800.00	12,800.00	3,891.35	1,924.15	0.00	8,908.65	30.4
500.140 Overtime Salaries	1,500.00	1,500.00	6.95	6.95	0.00	1,493.05	0.5
500.210 Employer FICA Taxes	1,000.00	1,000.00	297.70	147.20	0.00	702.30	29.8
500.220 Retirement	1,300.00	1,300.00	389.13	192.41	0.00	910.87	29.9
500.230 Group Insurance	3,900.00	3,900.00	1,096.29	240.43	0.00	2,803.71	28.1
500.340 Sewer/Wastewater	2,700.00	2,700.00	813.58	259.77	0.00	1,886.42	30.1
500.345 Contractual Services	29,900.00	29,900.00	13,450.00	0.00	0.00	16,450.00	45.0
500.430 Electric Service	1,600.00	1,600.00	263.75	69.02	0.00	1,336.25	16.5
500.431 Water Service	2,800.00	2,800.00	804.48	255.72	0.00	1,995.52	28.7
500.520 Bldg. Maintenance	10,000.00	10,000.00	65.00	0.00	0.00	9,935.00	0.7
500.550 Operating Expenses	0.00	30,000.00	3,984.31	1,536.87	0.00	26,015.69	13.3
500.640 Capital Outlay - Equipmt & Mach	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
Visitor Center	73,500.00	103,500.00	25,062.54	4,632.52	0.00	78,437.46	24.2
Dept: 513.000 Administration							
500.120 Regular Salaries	663,400.00	663,400.00	152,754.77	74,599.07	0.00	510,645.23	23.0
500.140 Overtime Salaries	2,500.00	2,500.00	242.50	0.00	0.00	2,257.50	9.7
500.210 Employer FICA Taxes	49,300.00	49,300.00	9,102.23	4,360.35	0.00	40,197.77	18.5
500.220 Retirement	99,000.00	99,000.00	11,923.72	6,698.32	0.00	87,076.28	12.0
500.230 Group Insurance	136,846.00	136,846.00	45,015.09	10,858.38	0.00	91,830.91	32.9
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	34,350.00	34,350.00	0.00	0.00	0.00	34,350.00	0.0
500.344 HR Expenses	9,000.00	9,000.00	67.00	67.00	0.00	8,933.00	0.7
500.345 Contractual Services	20,000.00	20,000.00	5,772.86	1,917.61	0.00	14,227.14	28.9
500.463 Service Maintenance Contracts	43,900.00	43,900.00	14,446.42	588.34	0.00	29,453.58	32.9
500.506 Printing & Binding	3,400.00	3,400.00	1,676.00	0.00	0.00	1,724.00	49.3
500.508 Postage	4,500.00	4,500.00	2,441.71	573.65	0.00	2,058.29	54.3
500.510 Office Supplies	7,500.00	7,500.00	915.56	501.09	0.00	6,584.44	12.2
500.540 Dues & Subscriptions	8,000.00	8,000.00	1,420.00	116.00	0.00	6,580.00	17.8
500.545 Training	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0

REVENUE/EXPENDITURE REPORT

Page: 3

2/12/2021

2:32 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 12/31/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund Type: GOV Governmental							
Fund: 001 - General Fund							
Expenditures							
Dept: 513.000 Administration							
500.550 Operating Expenses	15,045.00	15,045.00	2,145.12	491.75	0.00	12,899.88	14.3
Administration	1,156,741.00	1,156,741.00	247,922.98	100,771.56	0.00	908,818.02	21.4
Dept: 514.000 Town Attorney							
500.310 Legal Expense	300,000.00	300,000.00	35,336.80	17,856.80	0.00	264,663.20	11.8
500.314 Litigation	100,000.00	100,000.00	2,208.25	474.60	0.00	97,791.75	2.2
500.319 Ethics Research, Training & Op	8,000.00	8,000.00	3,505.20	0.00	0.00	4,494.80	43.8
Town Attorney	408,000.00	408,000.00	41,050.25	18,331.40	0.00	366,949.75	10.1
Dept: 519.000 General							
500.120 Regular Salaries	80,000.00	80,000.00	19,076.97	9,230.79	0.00	60,923.03	23.8
500.210 Employer FICA Taxes	6,200.00	6,200.00	1,469.85	712.89	0.00	4,730.15	23.7
500.220 Retirement	8,000.00	8,000.00	1,230.78	615.39	0.00	6,769.22	15.4
500.230 Group Insurance	15,260.00	15,260.00	4,442.40	980.80	0.00	10,817.60	29.1
500.311 Advertisements	7,000.00	7,000.00	931.90	-19.15	0.00	6,068.10	13.3
500.313 Legal Exp- Other Issues	5,000.00	5,000.00	5,130.20	1,695.00	0.00	-130.20	102.6
500.315 Professional Services	50,000.00	50,000.00	7,500.00	2,500.00	0.00	42,500.00	15.0
500.345 Contractual Services	31,000.00	31,000.00	2,016.80	2,016.80	0.00	28,983.20	6.5
500.349 Community Bus	190,000.00	190,000.00	16,958.37	7,898.35	0.00	173,041.63	8.9
500.451 Auto, Property & Liability Ins	135,000.00	135,000.00	91,876.25	0.00	0.00	43,123.75	68.1
500.452 Workers Compensation Insur	50,000.00	50,000.00	11,276.00	11,276.00	0.00	38,724.00	22.6
500.506 Printing & Binding	14,500.00	14,500.00	0.00	0.00	0.00	14,500.00	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	112,000.00	112,000.00	17,222.90	3,703.75	0.00	94,777.10	15.4
500.525 Uniform Expense	200.00	200.00	0.00	0.00	0.00	200.00	0.0
500.540 Dues & Subscriptions	500.00	500.00	0.00	0.00	0.00	500.00	0.0
500.545 Training	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.550 Operating Expenses	40,000.00	40,000.00	16,131.54	0.00	0.00	23,868.46	40.3
500.552 Recycling and Solid Waste Exp	58,600.00	58,600.00	8,789.98	3,860.31	0.00	49,810.02	15.0
500.640 Capital Outlay - Equipmt & Mach	53,700.00	53,700.00	415.00	415.00	0.00	53,285.00	0.8
General	862,960.00	862,960.00	204,468.94	44,885.93	0.00	658,491.06	23.7
Dept: 519.100 Business Dev & Marketing							
500.311 Advertisements	80,000.00	80,000.00	7,872.56	1,514.74	0.00	72,127.44	9.8
500.315 Professional Services	50,000.00	50,000.00	4,936.47	3,740.98	0.00	45,063.53	9.9
500.345 Contractual Services	18,058.00	18,058.00	6,174.88	174.88	0.00	11,883.12	34.2
500.495 Special Events	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.0
500.506 Printing & Binding	19,121.00	19,121.00	1,885.00	195.00	0.00	17,236.00	9.9
500.540 Dues & Subscriptions	2,286.00	2,286.00	375.50	0.00	0.00	1,910.50	16.4
500.550 Operating Expenses	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
Business Dev & Marketing	185,465.00	185,465.00	21,244.41	5,625.60	0.00	164,220.59	11.5
Dept: 521.000 Police Department							
500.345 Contractual Services	5,120,721.00	5,120,721.00	1,268,028.00	422,676.00	0.00	3,852,693.00	24.8
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	5,000.00	5,000.00	1,697.00	1,697.00	0.00	3,303.00	33.9
500.640 Capital Outlay - Equipmt & Mach	36,676.00	36,676.00	0.00	0.00	0.00	36,676.00	0.0
Police Department	5,168,897.00	5,168,897.00	1,269,725.00	424,373.00	0.00	3,899,172.00	24.6
Dept: 523.000 Emergency Medical Services							
500.345 Contractual Services	848,251.00	848,251.00	212,062.74	70,687.58	0.00	636,188.26	25.0
Emergency Medical Services	848,251.00	848,251.00	212,062.74	70,687.58	0.00	636,188.26	25.0
Dept: 524.000 Development Services							
500.120 Regular Salaries	263,000.00	263,000.00	62,111.62	30,695.19	0.00	200,888.38	23.6
500.121 Temporary Salaries/ Interns	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	0.0
500.140 Overtime Salaries	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.210 Employer FICA Taxes	20,200.00	20,200.00	4,855.68	2,385.30	0.00	15,344.32	24.0

REVENUE/EXPENDITURE REPORT

Page: 4

2/12/2021

2:32 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 12/31/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund Type: GOV Governmental							
Fund: 001 - General Fund							
Expenditures							
Dept: 524.000 Development Services							
500.220 Retirement	56,824.00	56,824.00	9,887.68	4,888.44	0.00	46,936.32	17.4
500.230 Group Insurance	54,210.00	54,210.00	17,920.91	3,599.39	0.00	36,289.09	33.1
500.315 Professional Services	152,000.00	152,000.00	7,337.64	3,912.50	15,000.00	129,662.36	14.7
500.345 Contractual Services	301,600.00	301,600.00	69,250.99	20,898.77	0.00	232,349.01	23.0
500.461 Vehicle Maintenance	250.00	250.00	0.00	0.00	0.00	250.00	0.0
500.462 Fuel	500.00	500.00	0.00	0.00	0.00	500.00	0.0
500.463 Service Maintenance Contracts	5,200.00	5,200.00	463.99	124.45	0.00	4,736.01	8.9
500.506 Printing & Binding	1,300.00	1,300.00	161.28	0.00	0.00	1,138.72	12.4
500.508 Postage	5,000.00	5,000.00	1,135.90	380.67	0.00	3,864.10	22.7
500.510 Office Supplies	2,500.00	2,500.00	110.17	45.00	0.00	2,389.83	4.4
500.525 Uniform Expense	600.00	600.00	0.00	0.00	0.00	600.00	0.0
500.540 Dues & Subscriptions	4,000.00	4,000.00	99.00	99.00	0.00	3,901.00	2.5
500.545 Training	7,000.00	7,000.00	305.00	200.00	0.00	6,695.00	4.4
500.550 Operating Expenses	9,000.00	9,000.00	479.87	117.48	0.00	8,520.13	5.3
Development Services	895,684.00	895,684.00	174,119.73	67,346.19	15,000.00	706,564.27	21.1
Dept: 541.100 Mun Svcs - Public Works Div							
500.120 Regular Salaries	850,000.00	850,000.00	210,521.37	103,197.75	0.00	639,478.63	24.8
500.140 Overtime Salaries	50,000.00	50,000.00	5,020.47	2,931.99	0.00	44,979.53	10.0
500.210 Employer FICA Taxes	64,750.00	64,750.00	16,181.01	7,976.02	0.00	48,568.99	25.0
500.220 Retirement	99,900.00	99,900.00	16,472.65	8,376.46	0.00	83,427.35	16.5
500.230 Group Insurance	265,162.00	265,162.00	74,419.17	16,933.27	0.00	190,742.83	28.1
500.315 Professional Services	40,000.00	40,000.00	5,985.50	2,644.75	0.00	34,014.50	15.0
500.340 Sewer/Wastewater	13,600.00	13,600.00	2,681.79	920.98	0.00	10,918.21	19.7
500.345 Contractual Services	226,878.00	226,878.00	27,734.99	11,558.00	0.00	199,143.01	12.2
500.410 Communications	41,000.00	41,000.00	12,598.13	4,278.38	0.00	28,401.87	30.7
500.430 Electric Service	42,000.00	42,000.00	9,727.00	2,805.94	0.00	32,273.00	23.2
500.431 Water Service	120,000.00	120,000.00	42,432.12	16,523.83	0.00	77,567.88	35.4
500.433 Electric Service-Streets	55,000.00	55,000.00	10,273.85	1,449.92	0.00	44,726.15	18.7
500.445 Equip Rent/Lease	15,000.00	15,000.00	300.00	100.00	0.00	14,700.00	2.0
500.460 Equipment Maintenance	20,000.00	20,000.00	5,000.98	1,881.37	0.00	14,999.02	25.0
500.461 Vehicle Maintenance	14,000.00	14,000.00	3,189.57	1,231.95	0.00	10,810.43	22.8
500.462 Fuel	19,000.00	19,000.00	3,042.91	2,222.92	0.00	15,957.09	16.0
500.463 Service Maintenance Contracts	12,800.00	12,800.00	4,975.10	535.02	0.00	7,824.90	38.9
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	80,000.00	80,000.00	5,315.00	0.00	0.00	74,685.00	6.6
500.508 Postage	400.00	400.00	46.54	0.00	0.00	353.46	11.6
500.510 Office Supplies	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.520 Bldg. Maintenance	65,000.00	65,000.00	16,598.99	5,413.92	0.00	48,401.01	25.5
500.525 Uniform Expense	8,500.00	8,500.00	4,087.43	1,255.25	0.00	4,412.57	48.1
500.529 Street Light Maintenance	18,065.00	18,065.00	3,740.81	1,655.11	0.00	14,324.19	20.7
500.530 Street Maint Repair Supply	90,000.00	90,000.00	2,803.01	867.37	0.00	87,196.99	3.1
500.531 Grounds Maint/Landscaping	40,000.00	40,000.00	6,541.63	1,488.23	0.00	33,458.37	16.4
500.532 Signs	15,000.00	15,000.00	1,582.50	108.00	0.00	13,417.50	10.6
500.534 Sidewalk Maint Repair	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.0
500.535 Flags	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
500.540 Dues & Subscriptions	1,500.00	1,500.00	875.00	300.00	0.00	625.00	58.3
500.545 Training	6,800.00	6,800.00	0.00	0.00	0.00	6,800.00	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	65,000.00	65,000.00	10,950.57	2,715.48	0.00	54,049.43	16.8
500.624 Capital Outlay-Bldg. Improvemt	159,500.00	159,500.00	5,550.00	0.00	0.00	153,950.00	3.5
500.640 Capital Outlay - Equipmt & Mach	20,825.00	20,825.00	0.00	0.00	0.00	20,825.00	0.0
500.644 Capital Outlay-Vehicles	43,710.00	43,710.00	5,957.81	2,025.27	0.00	37,752.19	13.6
Mun Svcs - Public Works Div	2,619,290.00	2,619,290.00	514,605.90	201,397.18	0.00	2,104,684.10	19.6
Dept: 572.000 Recreation							
500.311 Advertisements	1,650.00	1,650.00	0.00	0.00	0.00	1,650.00	0.0
500.342 Senior Rec. Ctr. Contract	90,000.00	90,000.00	19,449.99	6,483.33	0.00	70,550.01	21.6
500.343 Beach Maintenance Contract	264,000.00	264,000.00	61,500.00	20,500.00	0.00	202,500.00	23.3
500.345 Contractual Services	26,500.00	26,500.00	26,500.00	26,500.00	0.00	0.00	100.0

REVENUE/EXPENDITURE REPORT

Page: 5
2/12/2021
2:32 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 12/31/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund Type: GOV Governmental							
Fund: 001 - General Fund							
Expenditures							
Dept: 572.000 Recreation							
500.347 Programs	8,500.00	8,500.00	0.00	0.00	0.00	8,500.00	0.0
500.430 Electric Service	800.00	800.00	115.74	37.76	0.00	684.26	14.5
500.460 Equipment Maintenance	8,000.00	8,000.00	107.05	-552.95	0.00	7,892.95	1.3
500.469 Buoy Maintenance	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	0.0
500.495 Special Events	70,000.00	70,000.00	2,503.37	1,743.37	0.00	67,496.63	3.6
500.510 Office Supplies	650.00	650.00	0.00	0.00	0.00	650.00	0.0
500.520 Bldg. Maintenance	45,000.00	45,000.00	7,670.46	1,850.00	0.00	37,329.54	17.0
500.536 Sea Oats	12,000.00	12,000.00	250.00	0.00	0.00	11,750.00	2.1
500.550 Operating Expenses	82,000.00	82,000.00	28,725.81	11,467.47	0.00	53,274.19	35.0
500.640 Capital Outlay - Equip & Mach	32,500.00	32,500.00	4,685.00	500.00	0.00	27,815.00	14.4
Recreation	650,600.00	650,600.00	151,507.42	68,528.98	0.00	499,092.58	23.3
Expenditures	13,108,247.00	13,138,247.00	2,928,383.66	1,022,535.39	15,000.00	10,194,863.34	22.4
Net Effect for General Fund	0.00	0.00	5,425,084.79	4,771,857.89	15,000.00	-5,410,084.79	0.0
Change in Fund Balance:			5,425,084.79				

REVENUE/EXPENDITURE REPORT

Page: 6
2/12/2021
2:32 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 12/31/2020		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund Type: GOV Governmental								
Fund: 101 - Special Revenue-Police Conf								
Revenues								
Dept: 306.000 Miscellaneous Revenues								
369.100	Miscellaneous Revenues	0.00	0.00	623.47	623.47	0.00	-623.47	0.0
	Miscellaneous Revenues	0.00	0.00	623.47	623.47	0.00	-623.47	0.0
Revenues		0.00	0.00	623.47	623.47	0.00	-623.47	0.0
Net Effect for Special Revenue-Police Conf		0.00	0.00	623.47	623.47	0.00	-623.47	0.0
Change in Fund Balance:				623.47				

REVENUE/EXPENDITURE REPORT

Page: 7
2/12/2021
2:32 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 12/31/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund Type: GOV Governmental							
Fund: 102 - Building Fund							
Revenues							
Dept: 302.100 Building Permit and Inpection							
322.100 Building Permits	673,834.00	673,834.00	153,568.63	49,793.62	0.00	520,265.37	22.8
322.105 Fire Plan Review Fees	10,000.00	10,000.00	1,840.00	560.00	0.00	8,160.00	18.4
Building Permit and Inpection	683,834.00	683,834.00	155,408.63	50,353.62	0.00	528,425.37	22.7
Revenues	683,834.00	683,834.00	155,408.63	50,353.62	0.00	528,425.37	22.7
Expenditures							
Dept: 524.100 Building							
500.120 Regular Salaries	73,650.00	73,650.00	19,801.58	8,125.97	0.00	53,848.42	26.9
500.210 Employer FICA Taxes	5,700.00	5,700.00	1,162.15	588.12	0.00	4,537.85	20.4
500.220 Retirement	13,000.00	13,000.00	3,338.99	1,406.06	0.00	9,661.01	25.7
500.230 Group Insurance	17,154.00	17,154.00	2,676.17	1,326.17	0.00	14,477.83	15.6
500.310 Legal Expense	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.402 Building Permit Services	569,330.00	569,330.00	93,887.40	93,887.40	0.00	475,442.60	16.5
500.550 Operating Expenses	0.00	0.00	426.79	0.00	0.00	-426.79	0.0
Building	683,834.00	683,834.00	121,293.08	105,333.72	0.00	562,540.92	17.7
Expenditures	683,834.00	683,834.00	121,293.08	105,333.72	0.00	562,540.92	17.7
Net Effect for Building Fund	0.00	0.00	34,115.55	-54,980.10	0.00	-34,115.55	0.0
Change in Fund Balance:			34,115.55				

REVENUE/EXPENDITURE REPORT

Page: 8
2/12/2021
2:32 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 12/31/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund Type: GOV Governmental							
Fund: 115 - Fire Fund							
Revenues							
Dept: 301.050 Fire Assessment							
311.200 Property Tax-Fire Assessment	1,031,646.00	1,031,646.00	851,922.85	584,687.74	0.00	179,723.15	82.6
Fire Assessment	1,031,646.00	1,031,646.00	851,922.85	584,687.74	0.00	179,723.15	82.6
Dept: 304.000 Charges for Services							
342.210 Fire Inspection Fees	33,000.00	33,000.00	29,946.74	22,752.74	0.00	3,053.26	90.7
Charges for Services	33,000.00	33,000.00	29,946.74	22,752.74	0.00	3,053.26	90.7
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	1,500.00	1,500.00	45.55	45.55	0.00	1,454.45	3.0
Miscellaneous Revenues	1,500.00	1,500.00	45.55	45.55	0.00	1,454.45	3.0
Revenues	1,066,146.00	1,066,146.00	881,915.14	607,486.03	0.00	184,230.86	82.7
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	69,500.00	69,500.00	3,074.50	3,074.50	0.00	66,425.50	4.4
500.320 Audit Expense	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.0
500.345 Contractual Services	888,619.00	888,619.00	222,154.74	74,051.58	0.00	666,464.26	25.0
500.520 Bldg. Maintenance	250.00	250.00	1,487.50	1,325.00	0.00	-1,237.50	595.0
500.624 Capital Outlay-Bldg. Improvemt	21,777.00	21,777.00	0.00	0.00	0.00	21,777.00	0.0
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	5,500.00	5,500.00	0.00	16,500.00	25.0
Fire Department	1,066,146.00	1,066,146.00	232,216.74	83,951.08	0.00	833,929.26	21.8
Expenditures	1,066,146.00	1,066,146.00	232,216.74	83,951.08	0.00	833,929.26	21.8
Net Effect for Fire Fund	0.00	0.00	649,698.40	523,534.95	0.00	-649,698.40	0.0
Change in Fund Balance:			649,698.40				

REVENUE/EXPENDITURE REPORT

Page: 9
2/12/2021
2:32 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 12/31/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund Type: GOV Governmental							
Fund: 300 - Capital Project Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	3,000,000.00	3,000,000.00	0.00	0.00	0.00	3,000,000.00	0.0
380.204 Appropriated from El Mar Reser	672,997.00	672,997.00	0.00	0.00	0.00	672,997.00	0.0
380.210 Appropriated from Parking Fund	3,697,960.00	3,797,960.00	949,490.00	949,490.00	0.00	2,848,470.00	25.0
Appropriated Fund Balance	7,370,957.00	7,470,957.00	949,490.00	949,490.00	0.00	6,521,467.00	12.7
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	0.00	0.00	72.20	72.20	0.00	-72.20	0.0
361.104 Pompano Beach-Palm Club Sewer	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0
369.100 Miscellaneous Revenues	0.00	0.00	41.49	41.49	0.00	-41.49	0.0
Miscellaneous Revenues	150,000.00	150,000.00	113.69	113.69	0.00	149,886.31	0.1
Revenues	7,670,957.00	7,770,957.00	949,603.69	949,603.69	0.00	6,821,353.31	12.2
Expenditures							
Dept: 519.000 General							
500.120 Regular Salaries	29,720.00	29,720.00	8,001.53	3,429.23	0.00	21,718.47	26.9
500.210 Employer FICA Taxes	2,300.00	2,300.00	612.12	262.34	0.00	1,687.88	26.6
500.220 Retirement	8,200.00	8,200.00	2,962.22	1,307.98	0.00	5,237.78	36.1
500.230 Group Insurance	5,737.00	5,737.00	1,798.25	512.63	0.00	3,938.75	31.3
General	45,957.00	45,957.00	13,374.12	5,512.18	0.00	32,582.88	29.1
Dept: 539.157 CIP-VISITOR'S CENTER							
500.624 Capital Outlay-Bldg. Improvemnt	75,000.00	75,000.00	15,170.00	15,170.00	0.00	59,830.00	20.2
CIP-VISITOR'S CENTER	75,000.00	75,000.00	15,170.00	15,170.00	0.00	59,830.00	20.2
Dept: 559.023 Dredging Study							
500.630 Cap Outlay Imp other than bldg	0.00	0.00	1,441.25	0.00	0.00	-1,441.25	0.0
Dredging Study	0.00	0.00	1,441.25	0.00	0.00	-1,441.25	0.0
Dept: 559.024 East Terra Mar Drive							
500.630 Cap Outlay Imp other than bldg	1,150,000.00	1,150,000.00	848,971.82	2,894.23	1,014,388.00	-713,359.82	162.0
East Terra Mar Drive	1,150,000.00	1,150,000.00	848,971.82	2,894.23	1,014,388.00	-713,359.82	162.0
Dept: 572.107 A1A LFA Pine Ave to Terra Mar							
500.630 Cap Outlay Imp other than bldg	0.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
A1A LFA Pine Ave to Terra Mar	0.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
Dept: 572.200 Beach Renourishment							
500.630 Cap Outlay Imp other than bldg	75,000.00	75,000.00	761.50	761.50	0.00	74,238.50	1.0
Beach Renourishment	75,000.00	75,000.00	761.50	761.50	0.00	74,238.50	1.0
Dept: 576.129 Palm Club Sewer							
500.630 Cap Outlay Imp other than bldg	2,550,000.00	2,550,000.00	3,373.25	0.00	0.00	2,546,626.75	0.1
Palm Club Sewer	2,550,000.00	2,550,000.00	3,373.25	0.00	0.00	2,546,626.75	0.1
Dept: 577.100 Friedt Park							
500.630 Cap Outlay Imp other than bldg	25,000.00	25,000.00	60.00	0.00	0.00	24,940.00	0.2
Friedt Park	25,000.00	25,000.00	60.00	0.00	0.00	24,940.00	0.2
Dept: 579.169 Greenway- El Mar Drive							
500.630 Cap Outlay Imp other than bldg	3,750,000.00	3,750,000.00	17,344.25	5,100.00	0.00	3,732,655.75	0.5
Greenway- El Mar Drive	3,750,000.00	3,750,000.00	17,344.25	5,100.00	0.00	3,732,655.75	0.5

REVENUE/EXPENDITURE REPORT

Page: 10
2/12/2021
2:32 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 12/31/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund Type: GOV Governmental							
Fund: 300 - Capital Project Fund							
Expenditures	7,670,957.00	7,770,957.00	900,496.19	29,437.91	1,014,388.00	5,856,072.81	24.6
Net Effect for Capital Project Fund	0.00	0.00	49,107.50	920,165.78	1,014,388.00	965,280.50	0.0
Change in Fund Balance:			49,107.50				

REVENUE/EXPENDITURE REPORT

Page: 11
2/12/2021
2:32 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 12/31/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Net Effect for Governmental	0.00	0.00	6,158,629.71	6,161,201.99	1,029,388.00	-5,129,241.71	
Fund Type: PROP PROPRIETARY							
Fund: 103 - Sewer Fund							
Revenues							
Dept: 304.000 Charges for Services							
343.500 Sewer Fees	1,128,896.00	1,128,896.00	286,125.86	101,183.38	0.00	842,770.14	25.3
Charges for Services	1,128,896.00	1,128,896.00	286,125.86	101,183.38	0.00	842,770.14	25.3
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	2,000.00	2,000.00	46.79	46.79	0.00	1,953.21	2.3
Miscellaneous Revenues	2,000.00	2,000.00	46.79	46.79	0.00	1,953.21	2.3
Revenues	1,130,896.00	1,130,896.00	286,172.65	101,230.17	0.00	844,723.35	25.3
Expenditures							
Dept: 535.000 Sanitary Sewers							
500.120 Regular Salaries	78,000.00	78,000.00	20,414.73	9,595.49	0.00	57,585.27	26.2
500.140 Overtime Salaries	5,250.00	5,250.00	706.00	251.19	0.00	4,544.00	13.4
500.210 Employer FICA Taxes	6,200.00	6,200.00	1,610.93	750.95	0.00	4,589.07	26.0
500.220 Retirement	15,500.00	15,500.00	3,451.20	1,479.08	0.00	12,048.80	22.3
500.230 Group Insurance	11,178.00	11,178.00	3,929.50	782.27	0.00	7,248.50	35.2
500.315 Professional Services	12,500.00	12,500.00	0.00	0.00	0.00	12,500.00	0.0
500.340 Sewer/Wastewater	680,340.00	680,340.00	242,922.16	68,218.13	0.00	437,417.84	35.7
500.345 Contractual Services	88,000.00	88,000.00	4,344.90	1,448.30	0.00	83,655.10	4.9
500.430 Electric Service	18,000.00	18,000.00	6,189.04	2,281.78	0.00	11,810.96	34.4
500.431 Water Service	360.00	360.00	65.75	16.64	0.00	294.25	18.3
500.459 Sewer Line Maintenance	17,500.00	17,500.00	0.00	0.00	0.00	17,500.00	0.0
500.465 Pump Station Maintenance	3,000.00	3,000.00	376.94	326.65	0.00	2,623.06	12.6
500.497 Contingency	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
500.550 Operating Expenses	2,250.00	2,250.00	468.42	468.42	0.00	1,781.58	20.8
500.630 Cap Outlay Imp other than bldg	71,993.00	71,993.00	0.00	0.00	0.00	71,993.00	0.0
500.640 Capital Outlay - Equip & Mach	20,825.00	20,825.00	0.00	0.00	0.00	20,825.00	0.0
Sanitary Sewers	1,130,896.00	1,130,896.00	284,479.57	85,618.90	0.00	846,416.43	25.2
Expenditures	1,130,896.00	1,130,896.00	284,479.57	85,618.90	0.00	846,416.43	25.2
Net Effect for Sewer Fund	0.00	0.00	1,693.08	15,611.27	0.00	-1,693.08	0.0
Change in Fund Balance:			1,693.08				

REVENUE/EXPENDITURE REPORT

Page: 12
2/12/2021
2:32 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 12/31/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund Type: PROP PROPRIETARY							
Fund: 310 - Parking Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	3,697,960.00	3,797,960.00	0.00	0.00	0.00	3,797,960.00	0.0
Appropriated Fund Balance	3,697,960.00	3,797,960.00	0.00	0.00	0.00	3,797,960.00	0.0
Dept: 302.000 Licenses & Permits							
313.101 PILOP Fee	10,537.00	10,537.00	10,000.00	0.00	0.00	537.00	94.9
Licenses & Permits	10,537.00	10,537.00	10,000.00	0.00	0.00	537.00	94.9
Dept: 304.000 Charges for Services							
344.500 Parking Permits	100,000.00	100,000.00	62,487.38	15,775.25	0.00	37,512.62	62.5
344.520 Parking Agreements	62,998.00	62,998.00	63,751.92	789.42	0.00	-753.92	101.2
344.551 South Ocean	108,500.00	108,500.00	23,183.09	8,671.40	0.00	85,316.91	21.4
344.552 Ocean Front Meters	250,000.00	250,000.00	70,035.13	27,168.61	0.00	179,964.87	28.0
344.553 Commercial Blvd. Meters	140,000.00	140,000.00	21,099.46	8,939.72	0.00	118,900.54	15.1
344.554 Parking Meters - Beach	213,000.00	213,000.00	48,229.22	18,038.93	0.00	164,770.78	22.6
344.556 El Prado Parking Lot	260,000.00	260,000.00	72,754.95	30,405.03	0.00	187,245.05	28.0
344.558 Town Hall Parking Lot	10,000.00	10,000.00	2,184.54	518.56	0.00	7,815.46	21.8
344.559 El Mar Parking Lot	175,000.00	175,000.00	49,295.64	19,390.09	0.00	125,704.36	28.2
344.560 A1A Parking Lot	310,000.00	310,000.00	69,928.75	28,134.42	0.00	240,071.25	22.6
344.563 Bougainvillea/ Poinciana	35,000.00	35,000.00	25,001.88	10,382.54	0.00	9,998.12	71.4
344.564 Eastward Strand Parking Spaces	0.00	0.00	17,310.29	6,992.78	0.00	-17,310.29	0.0
Charges for Services	1,664,498.00	1,664,498.00	525,262.25	175,206.75	0.00	1,139,235.75	31.6
Dept: 305.000 Fines & Forfeitures							
354.100 Parking Fines	75,000.00	75,000.00	35,221.00	17,265.00	0.00	39,779.00	47.0
Fines & Forfeitures	75,000.00	75,000.00	35,221.00	17,265.00	0.00	39,779.00	47.0
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	2,000.00	2,000.00	166.55	166.55	0.00	1,833.45	8.3
Miscellaneous Revenues	2,000.00	2,000.00	166.55	166.55	0.00	1,833.45	8.3
Revenues	5,449,995.00	5,549,995.00	570,649.80	192,638.30	0.00	4,979,345.20	10.3
Expenditures							
Dept: 545.000 Parking Operations							
500.120 Regular Salaries	154,300.00	154,300.00	38,360.53	17,797.47	0.00	115,939.47	24.9
500.140 Overtime Salaries	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.210 Employer FICA Taxes	12,000.00	12,000.00	2,855.97	1,323.28	0.00	9,144.03	23.8
500.220 Retirement	22,000.00	22,000.00	4,807.32	2,189.18	0.00	17,192.68	21.9
500.230 Group Insurance	44,828.00	44,828.00	13,993.77	3,447.91	0.00	30,834.23	31.2
500.345 Contractual Services	311,974.00	311,974.00	48,496.09	9,920.55	0.00	263,477.91	15.5
500.353 Parking Alternatives	174,000.00	174,000.00	24,976.41	9,656.09	0.00	149,023.59	14.4
500.410 Communications	8,300.00	8,300.00	258.31	83.45	0.00	8,041.69	3.1
500.430 Electric Service	4,800.00	4,800.00	1,061.30	346.18	0.00	3,738.70	22.1
500.431 Water Service	22,000.00	22,000.00	3,399.76	967.44	0.00	18,600.24	15.5
500.445 Equip Rent/Lease	13,646.00	13,646.00	0.00	0.00	0.00	13,646.00	0.0
500.461 Vehicle Maintenance	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.462 Fuel	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
500.463 Service Maintenance Contracts	28,710.00	28,710.00	18,810.00	14,850.00	0.00	9,900.00	65.5
500.497 Contingency	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.0
500.506 Printing & Binding	7,900.00	7,900.00	3,207.58	0.00	0.00	4,692.42	40.6
500.508 Postage	2,000.00	2,000.00	290.84	151.44	0.00	1,709.16	14.5
500.510 Office Supplies	1,000.00	1,000.00	13.31	13.31	0.00	986.69	1.3
500.525 Uniform Expense	3,000.00	3,000.00	683.55	267.28	0.00	2,316.45	22.8
500.532 Signs	8,000.00	8,000.00	1,449.80	431.80	0.00	6,550.20	18.1
500.533 Parking Meter Parts-Supplies	30,750.00	30,750.00	131.90	0.00	0.00	30,618.10	0.4
500.545 Training	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.550 Operating Expenses	20,000.00	20,000.00	4,337.15	3,722.46	0.00	15,662.85	21.7
500.630 Cap Outlay Imp other than bldg	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	0.0
500.640 Capital Outlay - Equipmt & Mach	28,300.00	28,300.00	0.00	0.00	0.00	28,300.00	0.0

REVENUE/EXPENDITURE REPORT

Page: 13
2/12/2021
2:32 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 12/31/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund Type: PROP PROPRIETARY							
Fund: 310 - Parking Fund							
Expenditures							
Dept: 545.000 Parking Operations							
500.644 Capital Outlay-Vehicles	0.00	0.00	2,419.04	822.32	0.00	-2,419.04	0.0
Parking Operations	950,508.00	950,508.00	169,552.63	65,990.16	0.00	780,955.37	17.8
Dept: 581.100 Interfund Transfers							
500.910 Transfer to CIP Fund	3,697,960.00	3,797,960.00	949,490.00	949,490.00	0.00	2,848,470.00	25.0
500.912 Transfer to General Fund	801,527.00	801,527.00	200,381.75	200,381.75	0.00	601,145.25	25.0
Interfund Transfers	4,499,487.00	4,599,487.00	1,149,871.75	1,149,871.75	0.00	3,449,615.25	25.0
Expenditures	5,449,995.00	5,549,995.00	1,319,424.38	1,215,861.91	0.00	4,230,570.62	23.8
Net Effect for Parking Fund	0.00	0.00	-748,774.58	-1,023,223.61	0.00	748,774.58	0.0
Change in Fund Balance:			-748,774.58				
Net Effect for PROPRIETARY	0.00	0.00	-747,081.50	-1,007,612.34	0.00	747,081.50	
Grand Total Net Effect:	0.00	0.00	5,411,548.21	5,153,589.65	1,029,388.00	-4,382,160.21	



Town Commission Agenda Item Report

Meeting Date: February 23, 2021

Submitted by: Eva Marissa

Submitting Department: LBTS Welcome Center

Item Type: Report

Agenda Section: TOWN MANAGER REPORT

Subject Title:

4th Qtr Welcome Center Report

Explanation:

4th QTR Welcome Center Report

Recommendation:

Approve/Accept

Attachments:

1. 4th Qtr Welcome Center Report

LBTS Welcome Center
Profit & Loss Statement
Periods 4th Qtr 2020

Report Prepared By:



LAUDERDALE-BY-THE-SEA
 CHAMBER OF COMMERCE

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	2020
Income					
Town LBTS Contribution	\$13,450.00	\$13,450.00	\$-	\$-	\$26,900.00
CVB Funds	\$-	\$-	\$7,000.00	\$-	\$7,000.00
TOTAL INCOME	\$13,450.00	\$13,450.00	\$7,000.00	\$-	\$33,900.00
Expense					
Office Supplies & Expense	\$343.45	\$12.29	\$-	\$429.99	\$785.73
Welcome Center Bags	\$-	\$-	\$-	\$-	\$-
Gross Visitor Center Wages	\$14,954.32	\$11,545.44	\$13,164.83	\$13,021.69	\$52,686.28
Office Maintenance	\$5.50	\$-	\$-	\$-	\$5.50
Postage	\$697.65	\$180.65	\$43.21	\$277.40	\$1,198.91
Printing	\$-	\$-	\$-	\$-	\$-
Telephone Expense	\$937.74	\$805.30	\$661.80	\$672.55	\$3,077.39
Computer Maintenance	\$-	\$-	\$-	\$-	\$-
TOTAL EXPENSES	\$16,938.66	\$12,543.68	\$13,869.84	\$14,401.63	\$57,753.81
NET INCOME	(\$3,488.66)	\$906.32	-\$6,869.84	-\$14,401.63	(\$23,853.81)

LBTS Welcome Center
Wages Report
Periods 4th Qtr 2020

	1st Quarter	2nd Quarter	3rd Quarter	4 th Quarter	2020
Gross Visitor Center Wages/Consultants	\$14,954.32	\$11,545.44	\$13,164.83	\$13,021.69	\$52,686.28
TOTAL GROSS WAGES	\$14,954.32	\$11,545.44	\$13,164.83	\$13,021.69	\$52,686.28
	1st Quarter	2nd Quarter	3rd Quarter	October	2020
TOTAL HOURS FOR MONTH	578	325	352	320	1,575



Town Commission Agenda Item Report

Meeting Date: February 23, 2021

Submitted By: Commissioner Elliot Sokolow

Submitting Department: Commission

Item Type: Discussion Item

Agenda Section: OLD BUSINESS

Subject Title: El Mar Drive

Explanation: At the January 12, 2021 meeting, the Commission discussed the El Mar project and ultimately decided to bring the item back to the Commission for discussion at their October 12th meeting. They stated that the delay would allow the staff to further educate the public regarding the project.

On February 9th, staff placed the EDSA additional services invoice for the Commission's approval. During the discussion on this item, the Commission also began a discussion regarding the next steps that needed to be taken in advance of the October meeting. Since this discussion was straying from the original purpose of the EDSA additional services agenda item, the Mayor asked that the conversation be continued at a later date. Commissioner Sokolow requested that the discussion regarding the next steps be brought back for the Commission's discussion at the February 23, 2021 meeting.

In the interim, staff has completed a survey of El Mar Drive's sidewalks and will be working to repair the broken sidewalks and remove the trip hazards. This will be funded in the Public Works sidewalk repair budget.

Recommendation: Provide staff direction regarding the El Mar Drive project.

Attachments: None



Town Commission Agenda Item Report

Meeting Date: February 23, 2021

Submitted By: Lisa Slagle, Human Resources Manager

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: OLD BUSINESS

Subject Title: Town Manager Position

Explanation:

On January 8, 2021 the Commission took action to appoint Linda Connors as Interim Town Manager. On February 9, 2021, the Town Commission had further discussion about this position. On February 10, 2021, we posted an announcement on the Town's website (Exhibit 1). Town Administration seeks direction regarding how to proceed with addressing this issue.

Recommendation: Discuss the Town Manager position and provide direction on how to proceed.

Attachments:

Exhibit 1 – Posting on Town's website



We're looking for a Town Manager to join us in Lauderdale-By-The-Sea

The Town of Lauderdale-By-The Sea is currently accepting resumes for the position of Town Manager. Please submit your resume to our Town Clerk via email at: Tedraa@lbts-fl.gov. Resumes received are public records and may be the subject of public records requests.

Section 5.3 of the Town Charter, available at www.municode.com, describes the required qualifications for the Town Manager. See https://library.municode.com/fl/lauderdale-by-the-sea/codes/code_of_ordinances?nodeId=PTICH_ARTVTOOFEM_S5.3TOMAPPQUCO.

The Town Commission will discuss this matter at its next regular meeting on Feb. 23, 2021.



Town Commission Agenda Item Report

Meeting Date: February 23, 2021

Submitted by: Ken Rubach, Director of Public Works

Submitting Department: Public Works

Item Type: New Business

Agenda Section: New Business

Subject Title: 2021 Ford Ranger Lease- Buildings and Public Lands Division

Explanation: As part of the FY21 budgeting process, staff evaluated current vehicle and equipment needs. The 2007 Standard Cab Ford Ranger in the Buildings and Public Lands Division of the Public Works Department was selected for replacement due to age, configuration (small cab and rear wheel drive), and condition (rust is developing throughout the truck, as well some minor electrical issues).



Existing Ford Ranger



Interior Condition



Severe Rust Noted in Several Locations on the Vehicle Cab



Light to Moderate Rusting Adjacent to the Radiator in the Engine Compartment

The proposed replacement vehicle, a 2021 Ford Ranger, will mirror the current Ranger in the Parking Services Division, which includes a larger cab for storage of equipment, parts, and materials, as well as a lift gate to assist with loading of heavy items such as pallets of sod, benches, garbage cans, and the informational buoys. In addition, this will provide us with another 4x4 vehicle for beach operations. This configuration allows the truck to serve multiple functions and provides the means necessary to enhance operational efficiencies.



Proposed New Vehicle (Vehicle Shown is the current Parking Services Truck)

In 2019, the Town entered into a five-year Master Equity Leasing Agreement with Enterprise for the leasing of vehicles **(Exhibit 1)**. The lease of the 2021 Ford Ranger will be pursuant to the Master Equity Leasing Agreement. 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: \$28,526.40 **(Exhibit 2)**. This first year of the lease (\$475.44 per month, for a total of \$5,705.28 for the first year) has been budgeted in 001.541.100-500.644 Capital Outlay-Vehicles.

An additional upfitting cost of approximately \$5,000.00 for safety lighting, bed lining, striping/decals, and the lift gate are not included in the lease price and will be paid for separately out of 001.541.100-500.644: Capital Outlay-Vehicles & 001.541.100-500.461: Vehicle Maintenance.

Recommendation: Authorize the Town Manager to execute a lease agreement with Enterprise Fleet Management for a 2021 Ford Ranger as per the terms set forth in the lease quote and master lease agreement.

Attachments:

Exhibit 1 - Master Lease Agreement

Exhibit 2 - Quote

Reviewed by Town Attorney:

☒	Yes	☐	No
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enterprise
FLEET MANAGEMENT

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

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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</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>	Address: <u>5105 Johnson Road</u>
<u>Lauderdale By The Sea, FL</u>	<u>Coconut Creek FL 33073</u>
<u>33308</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.

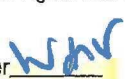
13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will 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

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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, _____

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

Date 02/17/2021
AE/AM BH9/KSW

Unit #

Year 2021 **Make** Ford **Model** Ranger

Series XL 4x4 SuperCab 6 ft. box 126.8 in. WB

Vehicle Order Type Ordered **Term** 60 **State** FL **Customer#** 593584

exhibit 2

\$ 27,057.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>FL</u>
\$ 450.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 200.00	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)

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) Oxford White
Interior Color	(0 I) Ebony w/Front Vinyl Bucket Seats
Lic. Plate Type	Government
GVWR	0

\$ 27,257.00	Total Capitalized Amount (Delivered Price)
\$ 367.97	Depreciation Reserve @ <u>1.3500%</u>
\$ 83.68	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 451.65	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 23.79 Full Maintenance Program³ Contract Miles 20,000
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.0350 Per Mile

Tires 0 Loaner Vehicle Not Included

\$ 23.79 Additional Services SubTotal

\$ 0.00 Sales Tax 7.0000%

State FL

\$ 475.44 Total Monthly Rental Including Additional Services

\$ 5,178.80 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

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. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

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
Terry's Toppers Q# 505748 - Tommy Gate PST54-7042TP38 - Delivery/Freight Fee - H11 LED Headlights 4000K - ES15580CA Reflex Warning Light - Sun Tek Window Tint - Labor	B	\$ 4,039.08
Total Aftermarket Equipment Billed		\$ 4,039.08
Total Aftermarket Equipment Capitalized		\$ 0.00
Aftermarket Equipment Total		\$ 0.00

VEHICLE INFORMATION:

2021 Ford Ranger XL 4x4 SuperCab 6 ft. box 126.8 in. WB - US

Series ID: R1F

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$27,815	\$28,675.00
Total Options	\$1,747.00	\$1,860.00
Destination Charge	\$1,195.00	\$1,195.00
Total Price	\$30,757.00	\$31,730.00

SELECTED COLOR:

Exterior:

YZ-(0 P) Oxford White

Interior:

SH-(0 I) Ebony w/Front Vinyl Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A Standard	NC	NC
126WB	126.8" Wheelbase	STD	STD
425	50-State Emissions System	STD	STD
44U	Transmission: Electronic 10-Speed SelectShift Auto	Included	Included
4SPK	4 Speakers	Included	Included
53R	Trailer Tow Package	\$465.00	\$495.00
53RHTC	Class IV Trailer Hitch Receiver	Included	Included
58E	SYNC	\$817.00	\$870.00
64A	Wheels: 16" Silver Steel	Included	Included
86S	Tough Bed Spray-In Bedliner	\$465.00	\$495.00
99H	Engine: 2.3L EcoBoost	Included	Included
PAINT	Monotone Paint Application	STD	STD
S	Front Vinyl Bucket Seats	NC	NC
SH_03	(0 I) Ebony w/Front Vinyl Bucket Seats	NC	NC
STDAX	3.73 Axle Ratio	Included	Included
STDGV	GVWR: 6,050 lbs	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: P255/70R16 A/S BSW	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Driver Door: reverse opening rear passenger doors
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Bed Liner: bed liner
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Power Windows: power windows with driver 1-touch down
Illuminated Entry: illuminated entry
Remote Engine Start: remote engine start - smart device only
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
IP Storage: bin instrument-panel storage
Rear Underseat Storage Tray: rear underseat storage tray
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: FordPass Connect 4G internet access
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 projector beam halogen headlamps
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Voltmeter: voltmeter
Compass: compass
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer

Front Pedestrian Braking: pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
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: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Ignition Disable: SecuriLock immobilizer
Tracker System: tracker system
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 4
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
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
Removeable Rear Seats: removeable rear seat
Rear Seat Type: rear full bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabbage Insulator: cabbage insulator
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 270-hp, 2.3-liter I-4 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic



Town Commission Agenda Item Report

Meeting Date: February 23, 2021

Submitted by: Ken Rubach, Director of Public Works

Submitting Department: Public Works

Item Type: New Business

Agenda Section: New Business

Subject Title: 2- 2021 Polaris Ranger XP1000 UTV's Leases- Public Works Department

Explanation: As part of the FY21 budgeting process, staff evaluated current vehicle and equipment needs. Two of our current carts have been selected for replacement this fiscal year.

Staff is recommending replacement of the 2016 Club Car CarryAll 1500 4x4. The engine has failed and the cost to replace it is \$7,000.00, which is roughly half the original price of that cart when it was purchased 5 years ago. We are also recommending the replacement of the 2007 Club Car Golf Cart due to the age of the vehicle. Additionally, these golf carts do not meet the needs of the Department in performing tasks.

The proposed replacement vehicles are 2-2021 Polaris Ranger XP1000 UTV'S, which will be similar to the Polaris Rangers operated by both the Broward Sheriff's Office and the Volunteer Fire Department, as well as neighboring beach communities whose Public Works Departments utilize similar equipment. These vehicles are built in a manner that is more conducive for the type of labor-intensive work performed by the Department often in harsh conditions (rain, sand, corrosive salt air). The proposed replacement UTV is a 4x4 with a 36.75"x 54.25" powered dumping bed that can hold up to 1,000lbs, which provides more flexibility in usage and the ability to be used for multiple tasks.





Proposed New Vehicles (Vehicle Shown is a current VFD Cart)

In 2019, the Town entered into a five-year Master Equity Leasing Agreement with Enterprise for the leasing of vehicles (**Exhibit 1**). The lease of the 2 UTVs will be pursuant to the Master Equity Lease Agreement. The total cost of the 60-month lease for 2 UTV's is : \$ 39,489.60 (**Exhibit 2**). This first year of the lease (\$329.08 per month, per UTV, for a total amount of \$7,897.92 for the first year) has been budgeted in 001.541.100-500.644 Capital Outlay-Vehicles.

An additional upfitting cost of approximately \$750 striping/decals are not included in the lease price and will be paid for separately out of 001.541.100-500.644: Capital Outlay-Vehicles & 001.541.100-500.461: Vehicle Maintenance.

Recommendation: Authorize the Town Manager to execute lease agreements with Enterprise Fleet Management for 2- 2021 Polaris Ranger XP1000 UTV's as per the terms set forth in the lease quote and Master Lease Agreement.

Attachments:

Exhibit 1 - Master Lease Agreement

Exhibit 2 - Quote

Reviewed by Town Attorney:

☒	Yes	☐	No
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File: R:\0 Agenda\Commission Agendas 2021\2-23-21\Municipal Services\2- 2021 Polaris Ranger XP1000 Leases\2-23-21AM 2- 2021 Polaris Ranger XP1000 Leases-Public Works Department.docx



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: Town of, Lauderdale By The Sea EFM:

Enterprise Fleet Management, Inc.

Signature: William Vance

Signature: Brett Frazee

By: William Vance

By: Brett Frazee

Title: Town Manager

Title: Vice President

Address: 4501 Ocean Drive

Address: 5105 Johnson Road

Lauderdale By The Sea, FL
33308

Coconut Creek FL 33073

Attention: Ken Rubach

Attention:

Fax #: 954-640-4236

Fax #:

Date Signed: 7-30-19.

Date Signed: July 30, 2019

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.

Initials: EFM

Customer 

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</u>	EFM: <u>Enterprise Fleet Management, Inc.</u>
Signature: <u><i>William Vance</i></u>	Signature: <u><i>Brett Frazee</i></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>	Address: <u>5105 Johnson Road</u>
<u>Lauderdale By The Sea, FL</u>	<u>Coconut Creek FL 33073</u>
<u>33308</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.

Initials: EFM



Customer



(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.

Initials: EFM



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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.

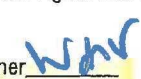
13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will 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
Address: 5105 Johnson Road
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, _____

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

Date 02/17/2021
AE/AM BH9/KSW

Unit #

Year 2020 **Make** *Polaris **Model** *Ranger

Series *XP 1000

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

exhibit 2

\$ 16,998.00	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
\$ 150.00	Other: (See Page 2)
\$ 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)

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	Premium orange rust Metallic
Interior Color	Black / Standard
Lic. Plate Type	Government
GVWR	0

\$ 17,148.00	Total Capitalized Amount (Delivered Price)
\$ 285.79	Depreciation Reserve @ <u>1.6666%</u>
\$ 43.29	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 329.08	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program³ Contract Miles 0
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.0350 Per Mile

Tires 0 Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00 Sales Tax 7.0000%

State FL

\$ 329.08 Total Monthly Rental Including Additional Services

\$ 0.60 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

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. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

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
Poly Half Windshield Poly Sport Roof Ranger Wide Rearview Mirror Upper Front Brushguard 4500 LB Winch	B	\$ 0.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 0.00
Aftermarket Equipment Total		\$ 0.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 150.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 150.00
Other Charges Total		\$ 150.00

VEHICLE INFORMATION:

2020 *Polaris *Ranger *XP 1000 - US

Series ID:

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$16,700	\$16,899.00
Total Options	\$0.00	\$0.00
Destination Charge	\$0.00	\$0.00
Total Price	\$16,700.00	\$16,899.00

SELECTED COLOR:

Exterior: ORG-Premium orange rust Metallic

Interior: BLK-Black / Standard

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
OPT	Lock & Ride® Half Windshield - Poly, Poly sport roof , Weatherproof Convex Rear View Mirror Kit, upper front brush guard, gas assist dump box, Polaris dual speed pro hd4500lb (Synthetic rope).	\$0.00	\$0.00

CONFIGURED FEATURES:



Town Commission Agenda Item Report

Meeting Date: February 23, 2021

Submitted by: Lucila Lang, Finance Director

Submitting Department: Finance

Item Type: Report

Agenda Section: New Business

Subject Title: Budget Timeline

Explanation: The proposed budget timeline (**Exhibit 1**) sets forth dates and times to discuss significant budget items. It also includes proposed dates and times for public hearings to adopt the fire assessment fee, millage rate and budget.

Per state law, taxing authorities are required to send a notice via first-class mail notifying all affected property owners of their intent to levy a non-ad valorem assessment. The first-class notice must be sent at least 20 days prior to the public hearing to adopt the non-ad valorem assessment. Given the administrative burden associated with creating and mailing the Town's first-class notices, the TRIM Notice serves as the Town's first-class notice of the non-ad valorem hearing.

Staff reviewed the Property Appraiser's schedule (**Exhibit 2**) for mailing TRIM Notices this year and determined that we must hold the hearing to adopt the fire assessment on Monday, September 13th. The resolution adopting a non-ad valorem assessment is due to the Property Appraiser's office by midnight on September 15th. The second public hearing (to adopt the final millage rate and final budget) is scheduled for 6:00 p.m. on Tuesday, September 28th.

Recommendation: Staff recommends that the Commission approve the Proposed Budget Calendar which schedules the first public hearing (to adopt the proposed millage rate and tentative budget, final fire assessment) for 6:00 p.m. on Monday, September 13th; and the second public hearing (to adopt the final millage rate and final budget) for 6:00 p.m. on Tuesday, September 28th.

Attachments:

Exhibit 1: 2019 Proposed Budget Timeline

Exhibit 2: Tax Roll Calendar

TOWN OF LAUDERDALE-BY-THE-SEA
PROPOSED: FY21-22 BUDGET TIMELINE
As of February 23, 2021

Date	Responsibility	Action Required
Tuesday, March 9 and/or Tuesday, March 16, 2021	Commission Meeting	5:30 p.m. Budget Pre-planning discussion Staff and Commission
Tuesday, March 23, 2021	Commission Meeting	5:30 p.m. Budget Pre-planning discussion Staff and Commission
Tuesday, June 8, 2021	Commission Meeting	Present BSO budget request, Sewer, Capital Costs and Budget Projections.
Tuesday, June 22, 2021	Commission Meeting	Present Fire Assessment Fees, VFD Budget, and Non- Profit Organizations Requests.
Tuesday, July 13, 2021	6:30 p.m. Commission	Ad Valorem tax rate, Chamber Requests, Draft CIP.
Thursday, July 15, 2021	Town Manager Finance Director	Send Draft Manager's recommended budget & budget message to the Commission.
Monday, July 19-Wednesday, July 21, 2021	Individual Meetings with Commissioners	Answer Commissioners' questions regarding line items in budget.
Tuesday, July 27, 2021	5:30 p.m. Special Commission Meeting	Approve tentative millage rate and proposed fire assessment fees. Town Attorney budget.
Tuesday, August 3, 2021	County Commission School Board	Florida Statute requires "hearing dates scheduled by the County Commission and School Board shall not be utilized by any other Taxing Authority within the County for its public hearings. This date has been confirmed for the School Board 1st Public Hearing.
Wednesday, August 4, 2021	Finance Director	Town to certify roll-back rate, proposed millage rate, and time, date and place of the first required public hearing via DOR's etrim application. Town to certify proposed non-ad valorem rates to the Property Appraiser.
Thursday, August 5, 2021	Town Clerk	Send ad to paper to publish on August 15th for Fire Assessment Fee.
Sunday, August 15, 2021	Town Clerk	Publish ad for Fire Assessment Fee. <u>Comments:</u> <i>Must be published at least 20 days before hearing to adopt fire assessment fee.</i>
Tuesday, August 24, 2021	County Property Appraiser	Deadline to mail Notice of Proposed Tax Bill and Public Hearing Dates (TRIM Notice).
Thursday, September 9, 2021	County Commission School Board	Florida Statute requires "hearing dates scheduled by the County Commission and School Board shall not be utilized by any other Taxing Authority within the County for its public hearings. This date has been confirmed for the Broward County Commission 1st Public Hearing.

TOWN OF LAUDERDALE-BY-THE-SEA
PROPOSED: FY21-22 BUDGET TIMELINE
As of February 23, 2021

Date	Responsibility	Action Required
Monday, September 13, 2021	6:00 p.m. Mayor and Commission	Hold 1st Public Hearing to Adopt Proposed Millage Rate and Tentative Budget. Adopt final Fire Assessment fee. Review any budget revisions. Comments: <i>LBTS hearing cannot conflict with County hearings on September 9th and September 21st or the School district hearing on September 14th.</i> <i>If the TRIM Notice is utilized for the first-class notice, the non-ad valorem hearing cannot be held prior to September 12th and must be e-mailed to the Revenue Collector's office by midnight on September 15th.</i>
Tuesday, September 14, 2021	County Commission School Board	Florida Statute requires "hearing dates scheduled by the County Commission and School Board shall not be utilized by any other Taxing Authority within the County for its public hearings. This date has been confirmed for the School Board 2nd Public Hearing."
Wednesday, September 15, 2021	Town Clerk	Submit Fire Assessment & Tentative Budget resolutions to Property Appraisers office. Comments: <i>Must be received within 3 days of adoption.</i>
Tuesday, September 21, 2021	County Commission School Board	Florida Statute requires "hearing dates scheduled by the County Commission and School Board shall not be utilized by any other Taxing Authority within the County for its public hearings. This date has been confirmed for the Broward County Commission 2nd Public Hearing."
Sunday, September 26, 2021	Town Clerk	Advertise Final Public Hearing on final millage rate and final budget. Comments: <i>Per TRIM, within 15 days of Tentative Budget Hearing, the City must advertise its intent to adopt a final millage rate and budget.</i>
Tuesday, September 28, 2021	6:00 p.m. Mayor and Commission	Hold Final Public Hearing to adopt final millage rate and final budget. Incorporate final changes to budget. Comments: <i>A public hearing to adopt a final millage rate and budget shall not be less than 2 days or more than 5 days after the advertisement is first published. Cannot conflict with County Commission hearing on September 21st.</i>

TOWN OF LAUDERDALE-BY-THE-SEA
PROPOSED: FY21-22 BUDGET TIMELINE
As of February 23, 2021

Date	Responsibility	Action Required
Thursday, September 30, 2021	Town Clerk	Forward adopting resolution to County. <u>Comments:</u> <i>Within 3 days of Final Public Hearing, the resolution adopting the final millage rate shall be forwarded to the County Property Appraiser.</i>
Friday, October 22, 2021	Town Clerk	Forward Certification of Compliance to County. <u>Comments:</u> <i>Withing 30 days of Final Hearing, the taxing authority shall certify that they have complied with provisions of Chapter 200, State of Florida Statutes.</i> <i>Town submits Certificate of Compliance and DR-487 to Department of Revenue.</i>

2021 TAX ROLL CALENDAR

June 1 (Tues)	Property Appraiser notifies taxing authorities of estimate of taxable value.
July 1 (Thur)	Property Appraiser submits Certification of Values to ad valorem taxing authorities, special assessment districts, and Department of Revenue.
Aug 4 (Wed)	Ad valorem taxing authorities to certify their roll-back rate, proposed millage rate, and time, date, and place of the first required public hearing via DOR's etrim application. Taxing authorities to certify proposed non-ad valorem rates to the Property Appraiser.
Aug 12 (Thur)	Property Appraiser begins to mail Proposed Property Tax Notices (Trim Notices).
Aug 24 (Tues)	Last day for Property Appraiser to mail TRIM Notices. August 24 to September 20: Review and filing period to Value Adjustment Board.
Sept 3 - 18	Ad valorem taxing authorities hold public hearings on tentative budget per Tax Notice. Within 15 days after adopting tentative budget, ad valorem taxing authorities advertise intent to adopt final millage rate and budget. Public hearing to be held 2 to 5 days after published advertisement, after 5 PM if not on Saturday, no Sunday hearings. 3 days after adoption of final millage rate, ad valorem taxing authorities deliver the Resolution or Ordinance adopting the final millage rate to Property Appraiser and Revenue Collector.
(TBA)	Majority vote of County Commission to extend Tax Roll and prepare tax bills prior to the completion of the 2021 Value Adjustment Board hearings.
Oct 22 (Fri)	Tax Roll certified to Revenue Collector except for Value Adjustment Board cases.

NOTE For deadlines regarding notification and public hearing on adoption of a new or amended non-ad valorem assessment roll, refer to F.S. 197.3632 (4)(a) and (b). **If the TRIM Notice is utilized for the first-class notice, the non-ad valorem hearing cannot be held prior to September 12th in order for Property Appraiser to guarantee the 20-day notice requirement. Final adopted non-ad valorem rates are to be certified to the Revenue Collector no later than September 15th.**



Town Commission Agenda Item Report

Meeting Date: February 23, 2021

Submitted by: Jhanelle Campbell, Acting Director of Development Services

Submitting Department: Development Services

Item Type: Ordinance

Agenda Section: Ordinance - Second Reading

Subject Title: Second Reading – Ordinance 2021-01

Explanation: The Town Manager requested staff to create a process authorizing Code Compliance Officers to issue civil citations and establish an appeal process for such citations. Ordinance 2021-01 accomplishes this request (**Exhibit 1**) in Chapter 6.5 of the Town's Code of Ordinances, which provides the Town's Code Compliance regulations.

The proposed ordinance follows the requirements of Florida Statutes, Chapter 162 (**Exhibit 2**), which sets forth the basic standards for Code Compliance Officers to follow, including requirements for proper notice and warnings before fines (including tickets) can be assessed. The proposed ordinance also describes the information that must be included in the citation and allows for an appeal process should the respondent choose to appeal the citation.

In addition to establishing a civil citation process, staff reviewed Town Code Chapter 6.5 and incorporated amendments that update obsolete language, including changing "Code Enforcement" to the more appropriate term "Code Compliance" and updating the antiquated term "Special Master" to "Special Magistrate."

At first reading, the Town Commission approved Ordinance 2021-01 with a 5-0 vote.

Recommendation: Approve Ordinance 2021-01 on second reading.

Attachments:

1. Ordinance 2021-01
2. FS 162

ORDINANCE NO. 2021-01

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING AND RE-NAMING CHAPTER 6.5 “CODE ENFORCEMENT; AMENDING SECTIONS 6.5-5, ENTITLED “CONDUCT OF HEARING” AND 6.5-13, ENTITLED “CODE CITATION FORM”, TO CLARIFY THE PROCEDURES FOR THE ISSUANCE OF CITATIONS, IMPOSITION OF CIVIL PENALTIES AND ADMINISTRATIVE HEARINGS RELATING TO CITATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”), Florida, desires to streamline its method of code compliance by adopting a process for the issuance of citations as well as appeals of those citations; and

WHEREAS, the Town also desires to clarify the applicable civil penalties for violations of the Town Code which may be enforced by the issuance of citations; and

WHEREAS, the Town further seeks to conform the wording of the Code to the current nomenclature of “Code Compliance” and “Special Magistrate”; and

WHEREAS, it is in the best interest of the Town to adopt this amendment.

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

SECTION 1. Recitals. The foregoing “Whereas” clauses are ratified and confirmed as being true, correct and reflective of the legislative intent underlying this Ordinance and are hereby made a specific part of this Ordinance.

SECTION 2. Chapter 6.5 of the Town Code, is amended. Chapter 6.5, Code Enforcement, is hereby re-named and amended as follows¹:

Chapter 6.5 – CODE COMPLIANCE ENFORCEMENT

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

Sec. 6.5-1. - Intent.

- (a) It is the intent of the Town to provide an equitable, expeditious, effective, and inexpensive method of enforcing any of the codes and ordinances in force in the Town by granting to the Code Compliance Enforcement Special Magistrate Master the authority to impose administrative fines and other non-criminal penalties for a violation of said codes and ordinances.
- (b) To that end, the Town hereby creates and implements the code enforcement procedures authorized by the Florida Local Government Code Enforcement Boards Act, set forth in F.S. ch. 162, as it may be amended from time to time.
- (c) Terms used in this chapter shall have the same meaning given to such terms in the Florida Local Government Code Enforcement Boards Act, as set forth in F.S. ch. 162, as it may be amended from time to time.

Sec. 6.5-2. - Special Magistrates. ~~Masters~~.

- (a) The Town shall retain one or more Special Magistrates ~~Masters~~ who may conduct code compliance enforcement hearings and assess fines against violators of the Town in the same manner as a Code Enforcement Board established pursuant to F.S. ch. 162.
- (b) Each agreement for Special Magistrate Master services shall be approved by resolution of the Town Commission.
- (c) To qualify for and hold the position of Special Magistrate Master, an individual shall be a member in good standing with the Florida Bar and engaged in the practice of law in either Broward, Dade or Palm Beach Countyies.

Sec. 6.5-3. - Counsel.

The Town Attorney or Assistant Town Attorney may represent the Town by presenting cases before the Special Magistrate Master.

Sec. 6.5-4. Code Compliance Enforcement procedure.

The Town Manager shall hire one or more Code Compliance Inspectors and Officers whose duty it shall be to initiate compliance enforcement proceedings ~~of for~~ the various codes of the Town. The Code Compliance Enforcement Officer(s) shall follow the enforcement procedures set forth in the Florida Local Government Code Enforcement Boards Act, as set forth in F.S. ch. 162, as it may be amended from time to time, or as otherwise provided by this chapter.

Sec. 6.5-6. - Powers of the ~~Enforcement~~ Special Magistrate Master.

The ~~Code Enforcement~~ Special Magistrate Master shall possess those powers provided to Code Enforcements Boards or Special Magistrates ~~Masters~~ as set forth in the Florida Local

EXHIBIT 1

Government Code Enforcement Boards Act, as set forth in F.S. ch. 162, as it may be amended from time to time.

Sec. 6.5-5. - Conduct of hearing.

All Code ~~Compliance Enforcement~~ Special Magistrate Master hearings shall be conducted in accordance with the procedures forth in the Florida Local Government Code Enforcement Boards Act, as set forth in F.S. ch. 162, as it may be amended from time to time.

Sec. 6.5-6. - Powers of the ~~Enforcement~~ Special Magistrate Master.

The ~~Code Enforcement~~ Special Magistrate Master shall possess those powers provided to Code Enforcements Boards or Special Magistrates Masters as set forth in the Florida Local Government Code Enforcement Boards Act, as set forth in F.S. ch. 162, as it may be amended from time to time.

Sec. 6.5-7. - Administrative fines and costs; costs of repair; liens.

The ~~Enforcement~~ Special Magistrate Master is authorized to impose administrative fines, inspection and re-inspection costs, costs of repair, and liens in accordance with the procedures set forth in the Florida Local Government Code Enforcement Boards Act, as set forth in F.S. ch. 162, as it may be amended from time to time.

Sec. 6.5-8. - Duration of lien.

(a) The duration of liens established through the Town's code compliance enforcement process shall be governed by the Florida Local Government Code Enforcement Boards Act, as set forth in F.S. ch. 162, as it may be amended from time to time.

(b) An aggrieved party, including the Town, may appeal a final administrative order of the Special Magistrate Master in accordance with the procedures set forth in the Florida Local Government Code Enforcement Boards Act, as set forth in F.S. ch. 162, as it may be amended from time to time.

Sec. 6.5-9. - Appeal.

An aggrieved party, including the Town, may appeal a final administrative order of the Special Magistrate Master in accordance with the procedures set forth in the Florida Local Government Code Enforcement Boards Act, as set forth in F.S. ch. 162, as it may be amended from time to time.

Sec. 6.5-10. - Notices.

All notices issued in conjunction with a code compliance enforcement action shall be as set forth in the Florida Local Government Code Enforcement Boards Act, as set forth in F.S. ch. 162, as it may be amended from time to time.

Sec. 6.5-11. - Provisions supplemental.

Nothing contained in this chapter shall prohibit the Town from enforcing the provisions of the Code of Ordinances by any other means available.

Sec. 6.5-12. - Supplemental enforcement procedures.

The Town hereby adopts the supplemental procedure for enforcement of its Code as authorized in Part II of the Florida Local Government Code Enforcement Boards Act, as it may be amended from time to time.

Sec. 6.5-13. - Code citation form for Civil Citations.

(1) The Town hereby adopts the Broward County Uniform Code Citation Form, in addition to any other code citation form which the Town desires to use, and hereby adopts by reference those requirements imposed by F.S. § 162.21, which sets forth the required data and information for each Code Compliance ~~Enforcement~~ Officer.

(2) A citation issued by a Code Compliance ~~Enforcement~~ Officer shall be in a form prescribed by the Town and shall contain the following information:

- (a) The date and time of issuance.
- (b) The name and address of the person to whom the citation is issued.
- (c) The date and time that the civil infraction was committed.
- (d) The facts constituting reasonable cause.
- (e) The number or section of the code or ordinance violated.
- (f) The name and authority of the Code Compliance ~~Enforcement~~ Officer.
- (g) The procedure for the person to follow in order to pay the civil penalty or to contest the citation.
- (h) The applicable civil penalty if the person elects to contest the citation.
- (i) The applicable civil penalty if the person elects not to contest the citation.
- (j) A conspicuous statement that, if the person fails to pay the civil penalty within the time allowed or fails to appear in court to contest the citation, he shall be deemed to have waived his right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.

(3) This section is adopted pursuant to sections 162.03(2) and 162.13, Florida Statutes, as an alternative to the use of the Special Magistrate for ensuring code compliance, and is enacted to protect the public health, welfare and safety of the residents of the Town.

(a) A violation of the code is a civil infraction for which a citation may be issued pursuant to this section.

(b) A Code Compliance Officer may issue a citation to a respondent when, based upon personal investigation, the Code Compliance Officer has reasonable cause to believe that the respondent is responsible for the civil infraction.

EXHIBIT 1

(c) Each day that a violation continues to exist shall constitute a separate civil infraction for which a citation may be issued.

(d) Unless a violation is deemed to be irreparable or reversible in nature, a civil penalty imposed pursuant to this section shall not exceed \$250 for a first violation and shall not exceed \$500 for a repeat violation. If the violation is deemed to be irreparable or irreversible in nature, a civil penalty not to exceed \$5,000 per violation may be imposed.

(e) Notice of the citation shall be served on the respondent pursuant to section 6.5-10 of this chapter.

(f) Civil penalties assessed pursuant to this section are due immediately and payable to the Town no later than the 20th day from the issuance of the citation or, if a proper appeal is filed, when the appeal has been finally decided adversely against the respondent.

(g) A respondent who has been served with a citation shall elect either to:

1. Pay the civil penalty in the manner indicated on the citation; or
2. Request an administrative hearing before the Special Magistrate to appeal the determination of the Code Compliance Officer which resulted in the issuance of the citation.

(h) If the respondent chooses to appeal the citation, he or she must file with the Town a written request for an administrative hearing within 10 calendar days after service of the citation.

(i) The administrative hearing shall be conducted in accordance with section 6.5-5 of this chapter, as applicable.

(j) If the respondent fails to pay the civil penalty within the time due or fails to timely appeal the citation, such failure shall constitute a waiver of the respondent's right to an administrative hearing before the Special Magistrate. Such waiver shall be deemed an admission of the violation and civil penalties may be assessed accordingly.

(k) The contents of the citation shall include but are not be limited to the following:

1. The date and time of issuance;
2. The name and address of the respondent to whom the citation is issued;
3. The date and time the civil infraction was committed;
4. The section of the specific code that has been violated;
5. The applicable civil penalty for committing the violation;
6. The name of the Code Compliance Officer;
7. Instructions and due date to pay the civil penalty or to contest the citation;
8. Notice that each day the violation continues shall be treated as a separate civil infraction for which a citation may be issued;
9. Notice that failure to request an administrative hearing within ten calendar days after service of a citation shall constitute a waiver of the respondent's right to an

EXHIBIT 1

administrative hearing before the Special Magistrate, and that such waiver shall constitute an admission of violation and that a penalty may be entered against the respondent for an amount up to the maximum civil penalty; and
10. Notice that the respondent may be liable for the reasonable costs of the hearing to contest the violation, should the citation be affirmed by the Special Magistrate at such hearing.

Section 3. Codification. This Ordinance shall be codified in accordance with the foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. 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 5. Conflicts. All prior ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of said conflict.

Section 6. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage on second reading.

Passed on first reading, this 26th day of January, 2020.

Passed and adopted on the second reading, this ____ day of _____, 2021.

MAYOR CHRIS VINCENT

	First Reading	Second Reading
Mayor Vincent	_____	_____
Vice-Mayor Oldaker	_____	_____

243 Commissioner Sokolow _____
244 Commissioner Strauss _____
245 Commissioner Malkoon _____
246 _____
247 _____

248 ATTEST:
249 _____
250 Tedra Allen, Town Clerk
251 _____

252
253 (CORPORATE SEAL)
254 _____

255
256 APPROVED AS TO FORM:
257 _____
258 _____
259 _____
260 Susan L. Trevarthen, Town Attorney
261 _____

Select Year:

The 2020 Florida Statutes

[Title XI](#)
COUNTY ORGANIZATION AND
INTERGOVERNMENTAL RELATIONS

[Chapter 162](#)
COUNTY OR MUNICIPAL CODE
ENFORCEMENT

[View Entire
Chapter](#)

CHAPTER 162 COUNTY OR MUNICIPAL CODE ENFORCEMENT

PART I LOCAL GOVERNMENT CODE ENFORCEMENT BOARDS (ss. 162.01-162.13)

PART II SUPPLEMENTAL COUNTY OR MUNICIPAL CODE OR ORDINANCE ENFORCEMENT PROCEDURES (ss. 162.21-162.30)

PART I LOCAL GOVERNMENT CODE ENFORCEMENT BOARDS

- 162.01 Short title.
- 162.02 Intent.
- 162.03 Applicability.
- 162.04 Definitions.
- 162.05 Local government code enforcement boards; organization.
- 162.06 Enforcement procedure.
- 162.07 Conduct of hearing.
- 162.08 Powers of enforcement boards.
- 162.09 Administrative fines; costs of repair; liens.
- 162.10 Duration of lien.
- 162.11 Appeals.
- 162.12 Notices.
- 162.125 Actions for money judgments under this chapter; limitation.
- 162.13 Provisions of act supplemental.

162.01 Short title.—Sections 162.01-162.13 may be cited as the “Local Government Code Enforcement Boards Act.”

History.—s. 1, ch. 80-300; s. 72, ch. 81-259; s. 1, ch. 82-37.

Note.—Former s. 166.051.

162.02 Intent.—It is the intent of this part to promote, protect, and improve the health, safety, and welfare of the citizens of the counties and municipalities of this state by authorizing the creation of administrative boards with authority to impose administrative fines and other noncriminal penalties to provide an equitable, expeditious, effective, and inexpensive method of enforcing any codes and ordinances in force in counties and municipalities, where a pending or repeated violation continues to exist.

History.—s. 1, ch. 80-300; s. 2, ch. 82-37; s. 1, ch. 85-150; s. 1, ch. 86-201; s. 1, ch. 89-268.

Note.—Former s. 166.052.

162.03 Applicability.—

(1) Each county or municipality may, at its option, create or abolish by ordinance local government code enforcement boards as provided herein.

(2) A charter county, a noncharter county, or a municipality may, by ordinance, adopt an alternate code enforcement system that gives code enforcement boards or special magistrates designated by the local governing body, or both, the authority to hold hearings and assess fines against violators of the respective county or municipal codes and ordinances. A special magistrate shall have the same status as an enforcement board under this chapter. References in this chapter to an enforcement board, except in s. 162.05, shall include a special magistrate if the context permits.

History.—ss. 1, 2, ch. 80-300; s. 3, ch. 82-37; s. 2, ch. 86-201; s. 1, ch. 87-129; s. 2, ch. 89-268; s. 2, ch. 99-360; s. 63, ch. 2004-11.

Note.—Former s. 166.053.

162.04 Definitions.—As used in ss. 162.01-162.13, the term:

(1) “Local governing body” means the governing body of the county or municipality, however designated.

(2) “Code inspector” means any authorized agent or employee of the county or municipality whose duty it is to assure code compliance.

(3) “Local governing body attorney” means the legal counselor for the county or municipality.

(4) “Enforcement board” means a local government code enforcement board.

(5) “Repeat violation” means a violation of a provision of a code or ordinance by a person who has been previously found through a code enforcement board or any other quasi-judicial or judicial process, to have violated or who has admitted violating the same provision within 5 years prior to the violation, notwithstanding the violations occur at different locations.

History.—s. 1, ch. 80-300; s. 4, ch. 82-37; s. 10, ch. 83-216; s. 3, ch. 86-201; s. 3, ch. 89-268; s. 3, ch. 99-360; s. 22, ch. 2001-60.

Note.—Former s. 166.054.

162.05 Local government code enforcement boards; organization.—

(1) The local governing body may appoint one or more code enforcement boards and legal counsel for the enforcement boards. The local governing body of a county or a municipality that has a population of less than 5,000 persons may appoint five-member or seven-member code enforcement boards. The local governing body of a county or a municipality that has a population equal to or greater than 5,000 persons must appoint seven-member code enforcement boards. The local governing body may appoint up to two alternate members for each code enforcement board to serve on the board in the absence of board members.

(2) Members of the enforcement boards shall be residents of the municipality, in the case of municipal enforcement boards, or residents of the county, in the case of county enforcement boards.

Appointments shall be made in accordance with applicable law and ordinances on the basis of experience or interest in the subject matter jurisdiction of the respective code enforcement board, in the sole discretion of the local governing body. The membership of each enforcement board shall, whenever possible, include an architect, a businessperson, an engineer, a general contractor, a subcontractor, and a realtor.

(3)(a) The initial appointments to a seven-member code enforcement board shall be as follows:

1. Two members appointed for a term of 1 year each.
2. Three members appointed for a term of 2 years each.
3. Two members appointed for a term of 3 years each.

(b) The initial appointments to a five-member code enforcement board shall be as follows:

1. One member appointed for a term of 1 year.
2. Two members appointed for a term of 2 years each.
3. Two members appointed for a term of 3 years each.

Thereafter, any appointment shall be made for a term of 3 years.

(c) The local governing body of a county or a municipality that has a population of less than 5,000 persons may reduce a seven-member code enforcement board to five members upon the simultaneous expiration of the terms of office of two members of the board.

(d) A member may be reappointed upon approval of the local governing body.

(e) An appointment to fill any vacancy on an enforcement board shall be for the remainder of the unexpired term of office. If any member fails to attend two of three successive meetings without cause and without prior approval of the chair, the enforcement board shall declare the member's office vacant, and the local governing body shall promptly fill such vacancy.

(f) The members shall serve in accordance with ordinances of the local governing body and may be suspended and removed for cause as provided in such ordinances for removal of members of boards.

(4) The members of an enforcement board shall elect a chair, who shall be a voting member, from among the members of the board. The presence of four or more members shall constitute a quorum of any seven-member enforcement board, and the presence of three or more members shall constitute a quorum of any five-member enforcement board. Members shall serve without compensation, but may be reimbursed for such travel, mileage, and per diem expenses as may be authorized by the local governing body or as are otherwise provided by law.

(5) The local governing body attorney shall either be counsel to an enforcement board or shall represent the municipality or county by presenting cases before the enforcement board, but in no case shall the local governing body attorney serve in both capacities.

History.—s. 1, ch. 80-300; s. 5, ch. 82-37; s. 4, ch. 86-201; s. 2, ch. 87-129; s. 4, ch. 89-268; s. 1, ch. 94-291; s. 1441, ch. 95-147.

Note.—Former s. 166.055.

162.06 Enforcement procedure.—

(1) It shall be the duty of the code inspector to initiate enforcement proceedings of the various codes; however, no member of a board shall have the power to initiate such enforcement proceedings.

(2) Except as provided in subsections (3) and (4), if a violation of the codes is found, the code inspector shall notify the violator and give him or her a reasonable time to correct the violation. Should the violation continue beyond the time specified for correction, the code inspector shall notify an enforcement board and request a hearing. The code enforcement board, through its clerical staff, shall schedule a hearing, and written notice of such hearing shall be hand delivered or mailed as provided in

s. 162.12 to said violator. At the option of the code enforcement board, notice may additionally be served by publication or posting as provided in s. 162.12. If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the code inspector, the case may be presented to the enforcement board even if the violation has been corrected prior to the board hearing, and the notice shall so state.

(3) If a repeat violation is found, the code inspector shall notify the violator but is not required to give the violator a reasonable time to correct the violation. The code inspector, upon notifying the violator of a repeat violation, shall notify an enforcement board and request a hearing. The code enforcement board, through its clerical staff, shall schedule a hearing and shall provide notice pursuant to s. 162.12. The case may be presented to the enforcement board even if the repeat violation has been corrected prior to the board hearing, and the notice shall so state. If the repeat violation has been corrected, the code enforcement board retains the right to schedule a hearing to determine costs and impose the payment of reasonable enforcement fees upon the repeat violator. The repeat violator may choose to waive his or her rights to this hearing and pay said costs as determined by the code enforcement board.

(4) If the code inspector has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety, and welfare or if the violation is irreparable or irreversible in nature, the code inspector shall make a reasonable effort to notify the violator and may immediately notify the enforcement board and request a hearing.

(5) If the owner of property that is subject to an enforcement proceeding before an enforcement board, special magistrate, or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:

(a) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.

(b) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor.

(c) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.

(d) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within 5 days after the date of the transfer.

A failure to make the disclosures described in paragraphs (a), (b), and (c) before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held.

History.—s. 1, ch. 80-300; s. 5, ch. 86-201; s. 1, ch. 87-391; s. 5, ch. 89-268; s. 2, ch. 94-291; s. 1442, ch. 95-147; s. 2, ch. 96-385; s. 4, ch. 99-360; s. 64, ch. 2004-11.

Note.—Former s. 166.056.

162.07 Conduct of hearing.—

(1) Upon request of the code inspector, or at such other times as may be necessary, the chair of an enforcement board may call a hearing of an enforcement board; a hearing also may be called by written notice signed by at least three members of a seven-member enforcement board or signed by at least two members of a five-member enforcement board. Minutes shall be kept of all hearings by each enforcement board, and all hearings and proceedings shall be open to the public. The local governing

body shall provide clerical and administrative personnel as may be reasonably required by each enforcement board for the proper performance of its duties.

(2) Each case before an enforcement board shall be presented by the local governing body attorney or by a member of the administrative staff of the local governing body. If the local governing body prevails in prosecuting a case before the enforcement board, it shall be entitled to recover all costs incurred in prosecuting the case before the board and such costs may be included in the lien authorized under s. 162.09(3).

(3) An enforcement board shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The enforcement board shall take testimony from the code inspector and alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.

(4) At the conclusion of the hearing, the enforcement board shall issue findings of fact, based on evidence of record and conclusions of law, and shall issue an order affording the proper relief consistent with powers granted herein. The finding shall be by motion approved by a majority of those members present and voting, except that at least four members of a seven-member enforcement board, or three members of a five-member enforcement board, must vote in order for the action to be official. The order may include a notice that it must be complied with by a specified date and that a fine may be imposed and, under the conditions specified in s. 162.09(1), the cost of repairs may be included along with the fine if the order is not complied with by said date. A certified copy of such order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns. If an order is recorded in the public records pursuant to this subsection and the order is complied with by the date specified in the order, the enforcement board shall issue an order acknowledging compliance that shall be recorded in the public records. A hearing is not required to issue such an order acknowledging compliance.

History.—s. 1, ch. 80-300; s. 6, ch. 82-37; s. 44, ch. 83-217; s. 6, ch. 86-201; s. 6, ch. 89-268; s. 3, ch. 94-291; s. 1443, ch. 95-147; s. 2, ch. 95-297.

Note.—Former s. 166.057.

162.08 Powers of enforcement boards.—Each enforcement board shall have the power to:

- (1) Adopt rules for the conduct of its hearings.
- (2) Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by the sheriff of the county or police department of the municipality.
- (3) Subpoena evidence to its hearings.
- (4) Take testimony under oath.
- (5) Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance.

History.—s. 1, ch. 80-300; s. 7, ch. 82-37; s. 7, ch. 86-201; s. 7, ch. 89-268.

Note.—Former s. 166.058.

162.09 Administrative fines; costs of repair; liens.—

- (1) An enforcement board, upon notification by the code inspector that an order of the enforcement board has not been complied with by the set time or upon finding that a repeat violation has been committed, may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date set by the enforcement board for compliance or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat

violation is found to have occurred by the code inspector. In addition, if the violation is a violation described in s. 162.06(4), the enforcement board shall notify the local governing body, which may make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable cost of the repairs along with the fine imposed pursuant to this section. Making such repairs does not create a continuing obligation on the part of the local governing body to make further repairs or to maintain the property and does not create any liability against the local governing body for any damages to the property if such repairs were completed in good faith. If a finding of a violation or a repeat violation has been made as provided in this part, a hearing shall not be necessary for issuance of the order imposing the fine. If, after due notice and hearing, a code enforcement board finds a violation to be irreparable or irreversible in nature, it may order the violator to pay a fine as specified in paragraph (2)(a).

(2)(a) A fine imposed pursuant to this section shall not exceed \$250 per day for a first violation and shall not exceed \$500 per day for a repeat violation, and, in addition, may include all costs of repairs pursuant to subsection (1). However, if a code enforcement board finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed \$5,000 per violation.

(b) In determining the amount of the fine, if any, the enforcement board shall consider the following factors:

1. The gravity of the violation;
2. Any actions taken by the violator to correct the violation; and
3. Any previous violations committed by the violator.

(c) An enforcement board may reduce a fine imposed pursuant to this section.

(d) A county or a municipality having a population equal to or greater than 50,000 may adopt, by a vote of at least a majority plus one of the entire governing body of the county or municipality, an ordinance that gives code enforcement boards or special magistrates, or both, authority to impose fines in excess of the limits set forth in paragraph (a). Such fines shall not exceed \$1,000 per day per violation for a first violation, \$5,000 per day per violation for a repeat violation, and up to \$15,000 per violation if the code enforcement board or special magistrate finds the violation to be irreparable or irreversible in nature. In addition to such fines, a code enforcement board or special magistrate may impose additional fines to cover all costs incurred by the local government in enforcing its codes and all costs of repairs pursuant to subsection (1). Any ordinance imposing such fines shall include criteria to be considered by the code enforcement board or special magistrate in determining the amount of the fines, including, but not limited to, those factors set forth in paragraph (b).

(3) A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this part shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the local governing body, and the local governing body may execute a satisfaction or release of lien entered pursuant to this section. After 3 months from the filing of any such lien which remains unpaid, the enforcement board may authorize the local governing body attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this part may be foreclosed on real property

which is a homestead under s. 4, Art. X of the State Constitution. The money judgment provisions of this section shall not apply to real property or personal property which is covered under s. 4(a), Art. X of the State Constitution.

History.—s. 1, ch. 80-300; s. 8, ch. 82-37; s. 2, ch. 85-150; s. 8, ch. 86-201; s. 2, ch. 87-391; s. 8, ch. 89-268; s. 4, ch. 94-291; s. 1, ch. 95-297; s. 5, ch. 99-360; s. 1, ch. 2000-125; s. 65, ch. 2004-11.

Note.—Former s. 166.059.

162.10 Duration of lien.—No lien provided under the Local Government Code Enforcement Boards Act shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless within that time an action is commenced pursuant to s. 162.09(3) in a court of competent jurisdiction. In an action to foreclose on a lien or for a money judgment, the prevailing party is entitled to recover all costs, including a reasonable attorney's fee, that it incurs in the action. The local governing body shall be entitled to collect all costs incurred in recording and satisfying a valid lien. The continuation of the lien effected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

History.—s. 9, ch. 82-37; s. 9, ch. 86-201; s. 9, ch. 89-268; s. 5, ch. 94-291; s. 2, ch. 2000-125.

162.11 Appeals.—An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

History.—s. 1, ch. 80-300; s. 10, ch. 82-37; s. 3, ch. 85-150; s. 10, ch. 86-201.

Note.—Former s. 166.061.

162.12 Notices.—

(1) All notices required by this part must be provided to the alleged violator by:

(a) Certified mail, and at the option of the local government return receipt requested, to the address listed in the tax collector's office for tax notices or to the address listed in the county property appraiser's database. The local government may also provide an additional notice to any other address it may find for the property owner. For property owned by a corporation, notices may be provided by certified mail to the registered agent of the corporation. If any notice sent by certified mail is not signed as received within 30 days after the postmarked date of mailing, notice may be provided by posting as described in subparagraphs (2)(b)1. and 2.;

(b) Hand delivery by the sheriff or other law enforcement officer, code inspector, or other person designated by the local governing body;

(c) Leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; or

(d) In the case of commercial premises, leaving the notice with the manager or other person in charge.

(2) In addition to providing notice as set forth in subsection (1), at the option of the code enforcement board or the local government, notice may be served by publication or posting, as follows:

(a)1. Such notice shall be published once during each week for 4 consecutive weeks (four publications being sufficient) in a newspaper of general circulation in the county where the code enforcement board is located. The newspaper shall meet such requirements as are prescribed under chapter 50 for legal and official advertisements.

2. Proof of publication shall be made as provided in ss. 50.041 and 50.051.

(b)1. In lieu of publication as described in paragraph (a), such notice may be posted at least 10 days prior to the hearing, or prior to the expiration of any deadline contained in the notice, in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be, in the case of municipalities, at the primary municipal government office, and in the case of counties, at the front door of the courthouse or the main county governmental center in said county.

2. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.

(c) Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as required under subsection (1).

(3) Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (1), together with proof of publication or posting as provided in subsection (2), shall be sufficient to show that the notice requirements of this part have been met, without regard to whether or not the alleged violator actually received such notice.

History.—s. 1, ch. 80-300; s. 11, ch. 86-201; s. 3, ch. 87-391; s. 10, ch. 89-268; s. 6, ch. 94-291; s. 6, ch. 99-360; s. 3, ch. 2000-125; s. 1, ch. 2012-13; s. 2, ch. 2013-193; s. 1, ch. 2014-154.

Note.—Former s. 166.062.

162.125 Actions for money judgments under this chapter; limitation.—Actions for money judgments under this chapter may be pursued only on fines levied after October 1, 2000.

History.—s. 4, ch. 2000-125.

162.13 Provisions of act supplemental.—It is the legislative intent of ss. 162.01-162.12 to provide an additional or supplemental means of obtaining compliance with local codes. Nothing contained in ss. 162.01-162.12 shall prohibit a local governing body from enforcing its codes by any other means.

History.—s. 11, ch. 82-37.

PART II SUPPLEMENTAL COUNTY OR MUNICIPAL CODE OR ORDINANCE ENFORCEMENT PROCEDURES

162.21 Enforcement of county or municipal codes or ordinances; penalties.

162.22 Designation of enforcement methods and penalties for violation of municipal ordinances.

162.23 Notice to appear.

162.30 Civil actions to enforce county and municipal ordinances.

162.21 Enforcement of county or municipal codes or ordinances; penalties.—

(1) As used in this section, “code enforcement officer” means any designated employee or agent of a county or municipality whose duty it is to enforce codes and ordinances enacted by the county or municipality.

(2) A county or a municipality may designate certain of its employees or agents as code enforcement officers. The training and qualifications of the employees or agents for such designation shall be determined by the county or the municipality. Employees or agents who may be designated as code enforcement officers may include, but are not limited to, code inspectors, law enforcement officers, animal control officers, or firesafety inspectors. Designation as a code enforcement officer does not provide the code enforcement officer with the power of arrest or subject the code enforcement officer to the provisions of ss. 943.085-943.255. Nothing in this section amends, alters, or contravenes the

provisions of any state-administered retirement system or any state-supported retirement system established by general law.

(3)(a) A code enforcement officer is authorized to issue a citation to a person when, based upon personal investigation, the officer has reasonable cause to believe that the person has committed a civil infraction in violation of a duly enacted code or ordinance and that the county court will hear the charge.

(b) Prior to issuing a citation, a code enforcement officer shall provide notice to the person that the person has committed a violation of a code or ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be no more than 30 days. If, upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the time period, a code enforcement officer may issue a citation to the person who has committed the violation. A code enforcement officer does not have to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation if a repeat violation is found or if the code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible.

(c) A citation issued by a code enforcement officer shall be in a form prescribed by the county or the municipality and shall contain:

1. The date and time of issuance.
2. The name and address of the person to whom the citation is issued.
3. The date and time the civil infraction was committed.
4. The facts constituting reasonable cause.
5. The number or section of the code or ordinance violated.
6. The name and authority of the code enforcement officer.
7. The procedure for the person to follow in order to pay the civil penalty or to contest the citation.
8. The applicable civil penalty if the person elects to contest the citation.
9. The applicable civil penalty if the person elects not to contest the citation.
10. A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, the person shall be deemed to have waived his or her right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.

(4) After issuing a citation to an alleged violator, a code enforcement officer shall deposit the original citation and one copy of the citation with the county court.

(5) A county or a municipality is authorized to enforce codes and ordinances under the provisions of this section and may enact an ordinance establishing procedures for the implementation of such provisions, including a schedule of violations and penalties to be assessed by code enforcement officers. If a county or municipality chooses to enforce codes or ordinances under the provisions of this section, each code or ordinance or the ordinance enacted by the county or municipality establishing procedures for implementation of this section shall provide:

- (a) That a violation of a code or an ordinance is a civil infraction.
- (b) A maximum civil penalty not to exceed \$500.
- (c) A civil penalty of less than the maximum civil penalty if the person who has committed the civil infraction does not contest the citation.
- (d) For the issuance of a citation by a code enforcement officer who has reasonable cause to believe that a person has committed an act in violation of a code or an ordinance.

(e) For the contesting of a citation in county court.

(f) Such procedures and provisions as are necessary to provide for the enforcement of a code or an ordinance under the provisions of this section.

(6) Any person who willfully refuses to sign and accept a citation issued by a code enforcement officer shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(7) The provisions of this part shall not apply to the enforcement pursuant to ss. 553.79 and 553.80 of the Florida Building Code adopted pursuant to s. 553.73 as applied to construction, provided that a building permit is either not required or has been issued by the county or the municipality.

(8) The provisions of this section are additional and supplemental means of enforcing county or municipal codes or ordinances and may be used for the enforcement of any code or ordinance, or for the enforcement of all codes and ordinances. Nothing contained in this section shall prohibit a county or municipality from enforcing its codes or ordinances by any other means.

History.—s. 11, ch. 89-268; s. 7, ch. 94-291; s. 1444, ch. 95-147; s. 3, ch. 96-385; s. 4, ch. 98-287; s. 115, ch. 2000-141; s. 35, ch. 2001-186; s. 4, ch. 2001-372.

162.22 Designation of enforcement methods and penalties for violation of municipal ordinances.—The governing body of a municipality may designate the enforcement methods and penalties to be imposed for the violation of ordinances adopted by the municipality. These enforcement methods may include, but are not limited to, the issuance of a citation, a summons, or a notice to appear in county court or arrest for violation of municipal ordinances as provided for in chapter 901. Unless otherwise specifically authorized and provided for by law, a person convicted of violating a municipal ordinance may be sentenced to pay a fine, not to exceed \$500, and may be sentenced to a definite term of imprisonment, not to exceed 60 days, in a municipal detention facility or other facility as authorized by law.

History.—s. 1, ch. 94-255.

162.23 Notice to appear.—

(1) Notwithstanding s. 34.07, a code enforcement officer, designated pursuant to s. 162.21(1) and (2), may issue a notice to appear at any hearing conducted by a county court if the officer, based upon personal investigation, has reasonable cause to believe that the person has violated a code or ordinance. A notice to appear means a written order issued by a code enforcement officer in lieu of physical arrest requiring a person accused of violating the law to appear in a designated court or governmental office at a specified date and time. If a person issued a notice to appear under this section refuses to sign such notice, the code enforcement officer has no authority to arrest such person.

(2) Prior to issuing a notice to appear, a code enforcement officer shall provide written notice to the person that the person has committed a violation of a code or ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be no fewer than 5 days and no more than 30 days. If, upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the prescribed time period, a code enforcement officer may issue a notice to appear to the person who has committed the violation. A code enforcement officer is not required to provide the person with a reasonable time period to correct the violation prior to issuing a notice to appear and may immediately issue a notice to appear if a repeat violation is found, or if the code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare or that the violator is engaged in violations of an itinerant or

transient nature, as defined by local code or ordinance within the jurisdiction, or if the violation is irreparable or irreversible.

History.—s. 1, ch. 96-385; s. 7, ch. 99-360.

162.30 Civil actions to enforce county and municipal ordinances.—In addition to other provisions of law authorizing the enforcement of county and municipal codes and ordinances, a county or municipality may enforce any violation of a county or municipal code or ordinance by filing a civil action in the same manner as instituting a civil action. The action shall be brought in county or circuit court, whichever is appropriate depending upon the relief sought. Counties and municipalities are authorized and required to pay any counsel appointed by the court to represent a private party in such action if the provision of counsel at public expense is required by the Constitution of the United States or the Constitution of the State of Florida and if the party is indigent as established pursuant to s. 27.52. The county or municipality shall bear all court fees and costs of any such action, and may, if it prevails, recover the court fees and costs and expense of the court-appointed counsel as part of its judgment. The state shall bear no expense of actions brought under this section except those that it would bear in an ordinary civil action between private parties in county court.

History.—s. 87, ch. 2003-402.



Town Commission Agenda Item Report

Meeting Date: February 23, 2021

Submitted by: Neysa Herrera, Assistant to the Town Manager

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE RANKINGS FOR REQUEST FOR QUALIFICATIONS NO. 20-11-01 FOR CONSULTING SERVICES TO CONDUCT A COMPREHENSIVE EVALUATION AND OPERATIONS AUDIT OF THE LBTS VOLUNTEER FIRE DEPARTMENT; AUTHORIZING THE INTERIM TOWN MANAGER TO NEGOTIATE AN AGREEMENT WITH THE NUMBER ONE RANKED FIRM MATRIX CONSULTING GROUP, LTD.; PROVIDING FOR AN EFFECTIVE DATE (**Exhibit 1**).

Explanation: On October 13, 2020, the Commission came to a consensus to direct the Town Manager to proceed with a request for qualifications to solicit the services of a qualified consultant to conduct a Comprehensive Organizational Evaluation and Operations Audit of the VFD (the "Services") (**Exhibit 2 – Meeting Agenda and Exhibit 3 - Minutes**).

On December 11, 2020, the Town issued Request for Qualifications No. 20-11-01 for the Services (the "RFQ") (**Exhibit 4**). The RFQ closed on December 18, 2020, and four responses were received from the following firms:

- Dynamix Consulting Group
- Emergency Services Consulting International (ESCI)
- Management Advisory Group International, Inc.
- Matrix Consulting Group

On February 16, 2021, ESCI provided notice to the Town of its withdrawal from consideration. Furthermore, upon review for responsiveness and responsibility of the proposals, the Town determined that Dynamix was non-responsible and was disqualified from participation.

On February 19, 2021, the Evaluation Committee evaluated and ranked the remaining two (2) proposals (**Exhibit 5**) in the following order: (1) Matrix Consulting Group and (2) Management Advisory Group International, with the former receiving an average score of 93.56 out of 100 and the latter receiving an average score of 88.06. Though both firms were deemed qualified by the Evaluation Committee, Matrix Consulting Group was determined to be the most qualified.

This item is not budgeted for FY21. The Fire Department has budgeted funds for a fire assessment fee study. However, the fire assessment fee study will not be able to be completed in time to submit a fire assessment fee increase for the FY22 budget. Therefore, it is staff's recommendation to utilize the funding allocated for the fire assessment fee study for the VFD Operations Audit, and budget the fire fee assessment study in FY22's budget.

Recommendation: It is recommended that the Town Commission approve the Evaluation Committee's rankings and authorize the Town Manager to negotiate an agreement with the number one-ranked firm, Matrix

Consulting Group. Upon completion of negotiations, the Town Manager will present the negotiated agreement to the Town Commission for approval.

Attachments:

1. Resolution 2021-11
2. October 13, 2020 agenda item
3. October 13, 2020 minutes
4. VFD RFQ 20-11-01
5. RFQ Submittals

RESOLUTION 2021-11

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE RANKINGS FOR REQUEST FOR QUALIFICATIONS NO. 20-11-01 FOR CONSULTING SERVICES TO CONDUCT A COMPREHENSIVE EVALUATION AND OPERATIONS AUDIT OF THE LBTS VOLUNTEER FIRE DEPARTMENT; AUTHORIZING THE INTERIM TOWN MANAGER TO NEGOTIATE AN AGREEMENT WITH THE NUMBER ONE RANKED FIRM MATRIX CONSULTING GROUP, LTD.; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town issued Request for Qualifications No. 20-11-01 (the “RFQ”) seeking a firm to consulting services to conduct a comprehensive evaluation and operations audit of the LBTS Volunteer Fire Department (the “Services”); and

WHEREAS, the Town received proposals from four firms; and

WHEREAS, on February 19, 2021, the Evaluation Committee evaluated and ranked the proposals, ranking Matrix Consulting Group, LTD. (“Matrix”) as the number one ranked firm; and

WHEREAS, the Evaluation Committee recommends the Town Commission approve the rankings and authorize the Interim Town Manager to negotiate an agreement with Matrix; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve the rankings and authorize the Interim Town Manager to negotiate an agreement with Matrix.

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 incorporated herein by this reference.

Section 2. Rankings of RFQ Approved. The rankings of the RFQ are hereby approved.

Section 3. Negotiation Authorized. The Interim Town Manager is hereby authorized to negotiate an agreement with Matrix for the Services, consistent with the terms of the RFP, together with such terms as may be acceptable to the Interim Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Section 4. Effective Date. This resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this _____ day of _____, 2021.

Mayor Chris Vincent

Attest:

APPROVED AS TO FORM:

Town Clerk Tedra Allen, CMC

Susan L. Trevarthen, Town Attorney

(CORPORATE SEAL)



Town Commission Agenda Item Report

Meeting Date: October 13, 2020

Submitted By: Bill Vance

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title:

Town Commission Direction on the release of a Request for Qualifications for a Consulting Firm to conduct a Comprehensive Organizational Evaluation and Operations Audit of the LBTS Volunteer Fire Department (Bill Vance, Town Manager)

Explanation:

The Town of Lauderdale-By-The-Sea Fiscal Year 2021 Budget includes funding for an independent and comprehensive study of the Town- contracted Volunteer Fire Department (VFD) Department to review staffing and operations and provide recommendations.

At a minimum, this study is sought to achieve the following:

1. Assessment of Fire Rescue services in greater Broward County to understand the environment in key areas such as: mutual aid, automatic aid, technology applications and regional communication system. Analyze internal operations for data collection, data tracking and response times.
2. VFD response data shall be evaluated and provided.
3. Review and evaluate the current organizational and management structure, effectiveness of the chain of command structure, support services and customer service considerations
4. Assess training programs and identify current and future capabilities based on associated risks in Lauderdale- By-The-Sea and mutual aid and/or automatic aid response areas. Evaluate programs to enhance firefighter safety, and increase efficiency and effectiveness with an emphasis on safety and customer service.
5. Conduct an analysis of the effects derived from regional mutual aid and potential automatic aid agreements, regional response capabilities, and anticipated response time impact related to the delivery of fire-rescue services.
6. Conduct a community "Standards of Cover" study addressing deployment and non-deployment components for the volunteer fire department with identification of the

right-sized organization (staffing and unit utilization) to meet Town needs while considering national standards, benchmarks, specific community needs and requirements, costs, best practices, and accepted and proven methodologies.

7. The provider will work with the Town and the VFD to obtain management's input on the findings and recommendations.
8. Compare VFD performance to national and regional models and to other similarly situated municipalities.
9. To be considered for this project, the consultant, at a minimum, must meet the following requirements:
 - The Consulting Firm must be registered to conduct business within the State of Florida.
 - The Consulting Firm shall have the ability to provide the staffing and resources that are necessary to meet the schedules and needs of this Project.
 - The Consulting Firm must be available to begin working on this Project in January 2020.
 - The Consulting Firm's designated Project Lead shall be the primary point of contact with for the project. The Project Lead shall provide evidence of having successfully provided services for at least 3 completed public projects similar in scope to the Project covered by this RFQ.
 - All members of the Project Team shall provide evidence of not less than 5 years of experience serving in fire department executive management position(s).
 - All members of the Project Team shall have demonstrated volunteer fire department management experience.

Recommendation:

Provide Town Manager Direction on the release of an RFQ to seek qualified consulting firms to conduct an operational audit of the LBTS Volunteer Fire Department

**MEETING MINUTES
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
VIRTUAL REGULAR MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, October 13, 2020
6:30 PM**

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:31 p.m. Also present via teleconference were Vice Mayor Alfred “Buz” Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Town Manager Bill Vance, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Finance Director Lucila Lang, Assistant Finance Director Edner St. Jean, Municipal Services Director Ken Rubach, Jay Flynn Town Engineer, Linda Connors Development Services Director, Assistant Development Services Director Jhanelle Campbell, Special Projects Coordinator Debbie Hime, Public Information Officer/IT Administrator Steve d’Oliveira, Lisa Slagle, HR Manager and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION – MOMENT OF SILENCE

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Item 13.a was removed from the Agenda at Commissioner Malkoon’s request.

5. PRESENTATIONS

5.a Canal Dredging Study Presentation (Ken Rubach, Municipal Services Director / Tyler Chappell, Chappell Group)

Tyler Chappell, representing consultant The Chappell Group, recalled that the Town Commission had requested a study of all the canal sections throughout the Town to determine their existing depths, as well as whether or not there were benthic resources that would be affected by dredging. He showed a PowerPoint presentation on the study, which covered six canals and five sections along the Intracoastal Waterway.

Lauderdale-By-The-Sea
Virtual Town Commission Meeting
October 13, 2020

Mr. Chappell advised that the consulting team used divers throughout the canals to locate any seagrass or coral in those areas. Seagrass was found in Sections 1, 4, and 5, with the majority in Section 4. Dredging calculations were based on an elevation of (-5) mean low water, which means with the average low tide there will be 5 ft. of depth in the canal, based on the center 50% of the waterway.

The estimated area to be dredged is 1300 cubic yards, with an estimated cost of \$125/yard, which totals \$162,500 to dredge the Town's canals based on the previously stated elevation. The \$125/yard cost is consistent with other dredging projects in Broward County, but could change depending upon the time frame in which the Town's project is implemented. It is also contingent upon whether or not the disposable material is contaminated, which would be determined through sediment analysis and permitting.

Before the project may begin, permits must be acquired from regulatory authorities, including the U.S. Army Corps of Engineers, Florida Department of Environmental Protection (DEP), and Broward County Environmental Protection and Growth Management Department. The estimated permitting cost is \$30,000, which brings the estimated total cost of the dredging project to \$192,500. Mr. Chappell concluded that the time frame for permitting would take a conservative estimate of 12 months.

Mayor Vincent asked if some of the pinch points identified on the map were hazards for boaters. Mr. Chappell replied that these indicated areas in need of dredging. He recommended reaching out to the community to determine which residents reported the most navigational issues. Municipal Services Director Ken Rubach advised that most of the canals were at a depth of 5 ft. or deeper, although he recommended targeting Section 3 first.

Commissioner Malkoon asked if dredging to 5 ft. depth is standard for canals. Municipal Services Director Rubach advised that some communities with larger vessels are dredging to a depth of 7 ft., although he did not know if this would be necessary in the Town. Greater depth would also increase the cost. Mr. Chappell confirmed that (-5) mean low water is the typical elevation to which dredging is performed in adjacent cities. He felt the 5 ft. depth would be sufficient until larger boats using the canals begin to report problems.

Municipal Services Director Rubach concluded that Staff would work with the Chappell Group to create a bid document for the Capital Improvement Program (CIP) in fiscal year (FY) 2022. Town Manager Bill Vance added that Staff will report back with costs associated with the permitting process.

Lauderdale-By-The-Sea
Virtual Town Commission Meeting
October 13, 2020

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Town Clerk Tedra Allen read the following public comments:

- Barbara Cole, resident, expressed concern with the proposed design for the El Mar Drive and the preservation of its median; she requested regular updates on the project at each Commission meeting
- Stuart Dodd, resident, emphasized the importance of residents' input on the El Mar Drive project, and recommended against construction of a bike lane and in favor of improving drainage and lighting
- Sally Mueller, resident, spoke in favor of retaining the El Mar Drive median, repairing its sidewalks, and adding pavers
- Antonio Munoz, resident, spoke in favor of retaining the El Mar Drive median
- Lynda Robinson, resident, spoke in favor of retaining the El Mar Drive median
- Bonnie Thompson, resident of Fort Lauderdale, spoke in favor of retaining the El Mar Drive median
- Edward Nelson, resident, spoke in favor of retaining the El Mar Drive median, as well as improved sidewalks, a safety zone, and reduction of the roadway to one lane in each direction
- Pat Krumenacker, resident, felt no changes should be made to El Mar Drive except sidewalk repairs, improved lighting, and roadway paving
- Peggy and Robert McHale, residents, spoke in favor of retaining the El Mar Drive median and adding eco-friendly lighting, and were not in favor of a bike lane
- Cynthia Mattia, resident, recommended the addition of drainage and turtle-friendly lighting and sidewalk repairs to El Mar Drive, with no other conceptual changes
- Darrin Smith, resident, spoke in favor of retaining the El Mar Drive median
- Amy Wayne, resident, spoke in favor of retaining the El Mar Drive median
- Alec Franklin, resident, opposed any changes to the El Mar Drive median
- Sharlene Sposit, resident, opposed making the El Mar Drive median smaller
- Lisa Tumminello, resident, recommended a single traffic lane in each direction with pull-outs on El Mar Drive
- Tom and Michelle Kuecks, residents, opposed any changes to El Mar Drive
- Julia Sadler, resident, spoke in favor of retaining the El Mar Drive median
- Paul and Julia Muller, residents, spoke in favor of retaining the El Mar Drive median

Lauderdale-By-The-Sea
Virtual Town Commission Meeting
October 13, 2020

- Lisa Nelson, property owner, opposed changes to the El Mar Drive median
- Deborah Steele, resident, spoke in favor of retaining the El Mar Drive median
- Cristi Furth, resident, expressed concern with community outreach regarding the project and spoke in favor of retaining the El Mar Drive median

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

7. PUBLIC SAFETY DISCUSSION

7.a BSO September 2020 Report (Captain Thomas Palmer, BSO)

Captain Thomas Palmer of the Broward Sheriff's Office (BSO) addressed comments made at the September 21, 2020 meeting regarding traffic enforcement on Commercial Boulevard and A1A, stating that Staff is dedicating significant time to enforcement efforts on these corridors and has received positive feedback from the public.

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

7.b VFD September 2020 Report (Chief Judson Hopping, VFD)

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

7.c AMR September 2020 Report (Chief Brooke Liddle, AMR)

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

8. TOWN MANAGER REPORT

8.a Town Manager Report (Bill Vance, Town Manager / Neysa Herrera, Assistant to the Town Manager)

Assistant to the Town Manager Neysa Herrera reported that Town Hall is open by appointment. Members of the public wishing to make appointments should call (954) 640-4200.

Lauderdale-By-The-Sea
Virtual Town Commission Meeting
October 13, 2020

The Governor recently issued Executive Order 20-244, which states that no COVID-19-related Emergency Order may prohibit an individual from working or operating a business. Restaurants and bars may open under guidelines, and restaurants may not be limited to less than 50% capacity by local government unless that government explains why the limitation is necessary for public health. Executive Order 20-244 suspends collection of fines and penalties associated with the COVID-19 pandemic.

Broward County Emergency Order 20-27 prohibits the on-premises consumption of food and alcohol past 11 p.m. Establishments licensed to serve food may operate at up to 100% of indoor capacity if a distance of 6 ft. is maintained between tables and no more than six individuals are seated at a table. Businesses that serve alcohol but not food must operate at no more than 50% of indoor capacity. Total combined occupancy of indoor and outdoor areas may not exceed total maximum capacity.

Emergency Order 20-27 also permits hot tubs to be opened in homeowners' association communities, with operations subject to more stringent rules that may be imposed by these associations.

On September 25, 2020, the Town's beach consultant submitted an application to DEP's Coastal Partnership Initiative to request \$30,000 to help fund a dune restoration and creation plan. The plan will produce a dune enhancement design to protect against erosion and increase habitat and biodiversity within the beach and dune area.

The U.S. Census Bureau will continue to collect responses until October 31, 2020. The Town's current response rate is 44%, which lags behind the County and state rates. Residents may access www.my2020census.gov.

As a result of the job description study completed in FY 2020, a number of employees were promoted to new positions and assumed new responsibilities.

The anticipated construction date for Terra Mar drainage improvements is November 2, 2020. Staff will meet with Terra Mar residents on October 15. Construction is expected to take roughly four months.

Friedt Park courtyard improvements have been completed, with the addition of new furniture. Staff continues to work with Florida Power and Light (FPL) to relocate its power lines to the west. Staff is also investigating cleaning opportunities that could permit reopening of the playground.

Lauderdale-By-The-Sea
Virtual Town Commission Meeting
October 13, 2020

The Palm Club septic-to-sewer project plans are 100% complete and the Town is awaiting permits from Broward County. Once permits have been issued, the Town will proceed with the bid process in November. The Town is working to secure state grant funds for this project.

The Florida Department of Transportation (FDOT) is updating the lighting at intersections on A1A and Commercial Boulevard, including retrofitting of the existing system and addition of poles. The sidewalk adjacent to the Hibiscus Avenue and A1A crosswalk has been completed and includes new ramps and Americans with Disabilities Act (ADA) –compliant detectable tiles. Striping and landscape restoration are complete. Staff is working with FDOT to correct workmanship issues regarding signage.

Other Town projects include:

- Tree trimming on Pine Avenue
- Weed clearance on the bridge walkway
- Change the order of signs on Harbor Drive
- Repair loose bollards on El Prado Avenue
- Paving the Downtown walkway
- Strengthening signage in Bel Air and Blue Water Terrace
- Trimming bushes at Jarvis Hall
- Tree trimming for better view of street signage on Pine Avenue and Poinciana Street
- Treatment of weeds showing through pavers on Hibiscus Avenue

Development Services Staff continues to work with Broward County Transit (BCT) on the location and installation of new bus shelters. Next steps include completion of a survey for additional proposed locations. Other projects include updated design of the Town's recycling brochure and installation of poles for security cameras.

Community Center Manager Emilio Bien-Aime is continuing to make classes available online to members of the community. Sessions are uploaded each week and posted on the Town's website.

Commissioner Malkoon recommended that the re-opening of Town Hall by appointment be advertised on the Town's website as well as on the front door of the building. He also requested more information regarding the study for the Bel Air seawall. Municipal Services Director Rubach explained that the Town plans to seek input from a structural engineer before plans are drawn up for its repair.

Lauderdale-By-The-Sea
Virtual Town Commission Meeting
October 13, 2020

Commissioner Malkoon also asked if the Town is working to ensure that restaurants do not exceed 100% of their capacity. Town Manager Vance replied that the Town has contracted with Broward County Code Enforcement to help identify any concerns with local restaurants. Mayor Vincent emphasized the importance of using outdoor seating at restaurants in order to comply with social distancing and capacity guidelines.

Mayor Vincent requested clarification on the wait time for Town Hall appointments. Town Manager Vance explained that individuals at the Town Hall front door typically call from outside the building and are assisted by Staff at the doorway if possible. This lessens the likelihood of exposing Staff to COVID-19 and triggering a quarantine situation. Callers who reach the Town Hall answering machine are encouraged to leave a message.

Mayor Vincent reported that the U.S. Supreme Court has stopped all ongoing census activities, which will not extend through October 31, 2020 as previously indicated. There has been no official notice of this change from the County thus far.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

10.a September 14, 2020 1st Public Budget Hearing

10.b September 14, 2020 Commission Meeting Minutes

10.c September 21, 2020 2nd Public Budget Hearing Minutes

10.d September 21, 2020 Commission Meeting Minutes

10.e September 22, 2020 Special Town Commission Meeting – El Mar Design

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

11. CONSENT AGENDA

Lauderdale-By-The-Sea
Virtual Town Commission Meeting
October 13, 2020

Items 11.c, 11.d, and 11.f were pulled for additional discussion.

11.a FY21 Implementation of Strategic Marketing Plan by Conceptual Communications Work Authorization #5 (Debbie Hime, Special Projects Coordinator)

11.b Hardship Parking Permits (Ken Rubach, Municipal Services Director)

11.c Resolution 2020-40 locally funded agreement with the Florida Department of Transportation for roadway enhancements on A1A from Pine Avenue to Sunset Lane in conjunction with the FDOT resurfacing project (Ken Rubach, Municipal Services Director)

Vice Mayor Oldaker requested additional information on this project. Municipal Services Director Rubach explained that FDOT plans a resurfacing project from Pine Avenue to Sunset Lane. Any enhancements requested by the Town would cost additional funding, including replacement of existing paver crosswalks, addition of streetlights consistent with the existing design, and upgrading to existing LED lighting. The project is set to begin in May 2021.

Municipal Services Director Rubach continued that Resolution 2020-041, which is on tonight's Agenda, allows a transfer of funds related to the agreement and improvements, which was originally in the Town's FY 2020/2021 CIP budget. These funds were intended for use in the El Mar Drive project but are no longer expected to be used in this fiscal year.

Vice Mayor Oldaker stated that his preference would have been to keep funds for El Mar Drive and A1A improvements separate, as these are two distinct projects. He felt the proposed A1A project was a candidate for the use of Parking Fund dollars. Town Manager Vance stated that a budget amendment to this effect can be brought forward at the next Commission meeting.

Commissioner Strauss asked how long the proposed project is expected to last, expressing concern that there could be overlap of traffic issues if the A1A and El Mar Drive projects are underway at the same time. Municipal Services Director Rubach advised that FDOT's estimate is for a six-month project, which will result in some traffic delays but no substantial disruption.

Lauderdale-By-The-Sea
Virtual Town Commission Meeting
October 13, 2020

Commissioner Malkoon commented that the Town should reconsider undertaking two major roadway projects at the same time.

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

11.d Resolution Approving Piggyback Agreement for Disaster Recovery Management Services with Witt O'Brien's, LLC (Ken Rubach, Municipal Services Director)

Municipal Services Director Rubach explained that this contract is for management services that provide assistance with Federal Emergency Management Agency (FEMA) services, as well as disaster and debris monitoring.

Vice Mayor Oldaker asked if the contract could have been renewed at an earlier date during the current hurricane season. Town Manager Vance replied that no concern was expressed regarding the Town's ability to continue to work with this contractor.

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

11.e El Mar Drive – EDSA Additional Design Services (Bill Vance, Town Manager)

Vice Mayor Oldaker made a motion, seconded by Commissioner Strauss, to approve 11.a, 11.b, and 11.e. Motion carried 5-0.

11.f Lauderdale-By-The-Sea Chamber of Commerce Financial Assistance Request (Bill Vance, Town Manager)

Town Manager Vance stated that in the past, the Chamber of Commerce has historically paid the salaries of employees associated with the Lauderdale-By-The-Sea Visitors' Center. He asked that they document their concerns, as well as any challenges going forward. It is not yet known when regular hours will resume at the Visitors' Center, or when improvements will be made to the existing facility.

Commissioner Malkoon asked for clarification of whether this Item was in recognition of receipt of the letter from the Chamber of Commerce and acknowledgement of their

Lauderdale-By-The-Sea
Virtual Town Commission Meeting
October 13, 2020

request rather than approval of a dollar amount, which would need to be determined at a later date.

Mayor Vincent emphasized the importance of the Chamber's role and the Visitors' Center in supporting the Town's businesses. He felt it would be necessary to support the Chamber's request for this reason. Commissioner Malkoon stated that he would prefer to wait and see the number the Chamber determines, not to exceed \$25,000.

Commissioner Sokolow made a motion to approve the request for an additional maximum of \$25,000, to be administered by proven request by the Town Manager. [The motion died for lack of second.]

Commissioner Malkoon explained that his concern was not with support of the Chamber or the Visitors' Center, but with approving an "up to" amount of funding. He reiterated that he wished to see an estimate of the actual expenses that would be needed once the facility has reopened before the Commission approves funding.

Eva Marissa, Chair of the Lauderdale-By-The-Sea Chamber of Commerce, noted that the Town's businesses are struggling and the Chamber's membership has decreased during the pandemic. With fewer funds available from the Broward County Convention and Visitors' Bureau (CVB) as well as from Chamber of Commerce dues, fewer dollars are available to keep the Visitors' Center staffed.

Vice Mayor Oldaker stated he shared Commissioner Malkoon's concern for the process of disbursing funds from the Town to the Chamber. He proposed that the Item be deferred until the October 27, 2020 meeting, when it could be brought back with more information on how the funds would be distributed. Mayor Vincent noted that the accounting of the requested dollars would be tracked and audited, as done in the past.

Commissioner Strauss noted that the Chamber indicated their shortfall was \$13,000, while the Town is being asked to approve up to \$25,000, and proposed that a lesser amount could be approved at tonight's meeting and any further assistance approved at a later time if needed.

Ms. Marissa suggested that \$12,000 of the request could be postponed until a later date. Town Manager Vance confirmed that he can bring information on the anticipated shortfall and how the requested funds would be used back to the next Commission meeting.

Lauderdale-By-The-Sea
Virtual Town Commission Meeting
October 13, 2020

Commissioner Strauss made a motion, seconded by Vice Mayor Oldaker, based on the amount of \$13,000 at this time for the Visitors' Center, and later on the Chamber may come back with [a request for] additional monies for the Chamber because of the shortfall from the County.

Vice Mayor Oldaker asserted that Staff should work closely with the Chamber regarding any future funding requests.

Motion carried 5-0.

12. OLD BUSINESS

None.

13. NEW BUSINESS

13.a Deputy Town Manager Discussion (Commissioner Edmund Malkoon)

This Item was deleted from the Agenda.

13.b Town Commission Direction on the release of a Request for Qualifications for a Consulting Firm to conduct a Comprehensive Organizational Evaluation and Operations Audit of the LBTS Volunteer Fire Department (Bill Vance, Town Manager)

Town Manager Vance advised that the Volunteer Fire Department's (VFD's) last operational audit occurred in 2008. He recommended seeking a qualified firm and seeking proposals that consider any specific areas of concern or services the Commission may identify.

VFD Chief Judson Hopping agreed that the VFD would welcome a study reviewing its strengths and weaknesses. He recalled that the Department had undergone an ISO audit two years ago and have made adjustments in accordance with its findings.

Commissioner Malkoon stated that the VFD serves as a contractor and has received assistance from the Town regarding the use of offices and personnel. He asserted that funds for this and future audits should come out of the VFD's own budget, with its information to be provided to the Town as part of future contract renewals. He recommended that the RFQ address recent history within the past three to five years to

Lauderdale-By-The-Sea
Virtual Town Commission Meeting
October 13, 2020

ensure that the Department is fulfilling all its responsibilities, including training, repairs, maintenance, operations, and personnel.

The Commissioners agreed by consensus to direct Town Manager Vance to proceed with the RFQ, including the language they requested and taking the Commission's comments into consideration.

14. COMMISSIONER COMMENTS

Commissioner Sokolow addressed the previous discussion of funding for the Chamber of Commerce, stating that the Town Manager administers an extensive budget and should be relied upon to oversee this portion of it rather than being "micromanaged."

Vice Mayor Oldaker reminded all present that hurricane season continues through the end of October, and congratulated Staff members who received promotions. He recalled that in the past, the Town maintained a master schedule of all Town contracts, which was made available to the Commission. He requested that this be renewed and updated, and presented to the Commissioners so they are aware of when contracts come due and/or are up for renewal.

Mayor Vincent stated that he, Town Manager Vance, and Special Projects Coordinator Debbie Hime are working to print banners showing the options for the El Mar Drive project so residents and stakeholders can view the project's three options. He felt this process would help to alleviate a number of concerns about the project, and advised that upgrades to aspects such as drainage are likely to trigger a requirement for more significant Code improvements.

15. ORDINANCES 1ST READING

- 15.a Ordinance 2020-09 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30, "UNIFIED LAND DEVELOPMENT REGULATIONS;" ARTICLE V, "ZONING;" SECTION 30-261 "B-1-A BUSINESS DISTRICT – BUSINESS," SECTION 30-271, "B-1 DISTRICT BUSINESS," SECTION 30-313 "GENERAL PROVISIONS" TO MODIFY REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE (Linda Connors, Development Services Director)**

Lauderdale-By-The-Sea
Virtual Town Commission Meeting
October 13, 2020

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

Development Services Director Linda Connors recalled that when the Town incorporated Code for the annexed area into Town Code, they found that some areas required the addition of different zoning districts from the northern portion of the Town into Code as well. Section 30-313 is being modified to add RS-4 and RM-16 zoning districts to the applicable areas. The Planning and Zoning Board unanimously recommended approval of the update. Staff also recommends approval on first reading.

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

16. ORDINANCES 2ND READING

16.a Ordinance 2020-07: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30, "UNIFIED LAND DEVELOPMENT REGULATIONS," ARTICLE V "ZONING," DIVISION 2 "DISTRICTS," SUBDIVISION L "B-1-A DISTRICT REGULATIONS," AND SUBDIVISION M "B-1 DISTRICT REGULATIONS" TO MODIFY REGULATIONS AND STANDARDS RELATED TO OUTSIDE SEATING FOR RESTAURANTS ON PRIVATE PROPERTY, OTHER THAN A SIDEWALK; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE (Linda Connors, Development Services Director)

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

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

16.b Ordinance 2020-08: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 1, "GENERAL PROVISIONS," CHAPTER 9, "FLOOD PREVENTION AND CONTROL," AND CHAPTER 30, "UNIFIED LAND DEVELOPMENT REGULATIONS" TO COMBINE THE PLANNING AND ZONING BOARD, BOARD OF ADJUSTMENT, HISTORIC PRESERVATION

Lauderdale-By-The-Sea
Virtual Town Commission Meeting
October 13, 2020

BOARD, AND LOCAL PLANNING AGENCY TO SERVE AS ONE BOARD; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE (Linda Connors, Development Services Director)

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

Commissioner Sokolow asked if the title of the advisory body will change or continue as three separate names. Development Services Director Connors replied that the Planning and Zoning Board will absorb all the responsibilities of the other advisory entities and will use a single Agenda. The terms used for other boards are abolished.

Town Attorney Susan Trevarthen recalled that in recent years, the Commission has appointed the same individuals to these boards. Because this has worked for the Town, the change to a single named body is a formality. Mayor Vincent emphasized the need to ensure that all members of the amended board contribute to the discussion and points of view expressed in meetings.

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

17. RESOLUTIONS – PUBLIC COMMENTS

17.a Resolution 2020-041: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2020 / 2021 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT “A”; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2020 / 2021 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE. (Ken Rubach, Municipal Services Director)

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

Vice Mayor Oldaker requested that the Resolution be amended so the funds allocated come from the Parking Fund. Town Manager Vance recommended that the Resolution be brought back in two weeks as amended.

Lauderdale-By-The-Sea
Virtual Town Commission Meeting
October 13, 2020

Vice Mayor Oldaker made a motion, seconded by Commissioner Sokolow, to defer the Resolution until the next meeting, amending the Item so funds are allocated from the Parking Fund. Motion carried 4-1 (Commissioner Malkoon dissenting).

17.b Resolution 2020-42: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, FINDING THAT THE COVID-19 PANDEMIC IS AN EXTRAORDINARY CIRCUMSTANCE; WAIVING THE FEES AND EXTENDING THE RENEWAL DEADLINE UNDER SECTION 17-14 "PERSONS WHO MAY USE TENNIS COURTS; ACCESS TO TENNIS COURTS; ISSUANCE OF KEYS; FEES," PURSUANT TO TOWN CODE SECTION 2-27, "WAIVER OF CODE REQUIREMENTS" UNTIL JANUARY 15, 2021; PROVIDING FOR EXPIRATION, CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE (Ken Rubach, Municipal Services Director)

At this time Mayor Vincent opened public comment.

Town Clerk Allen read the following public comment:

- Michael Rolfs, resident, advised that the Town's tennis community supports the Resolution and thanked Town Staff for bringing it forward

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

It was clarified that the Resolution would be in effect for approximately four months. Town Manager Vance explained that Staff's intent is to simplify the rate structure associated with the annual tennis court membership. Fees would be amended to \$10/month (\$120/year) and the current allocation of keys will be extended due to the recent shutdown of tennis courts during the COVID-19 pandemic.

Vice Mayor Oldaker suggested that Staff review any other fees that might be included in an Ordinance so they may be reviewed as necessary.

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

Lauderdale-By-The-Sea
Virtual Town Commission Meeting
October 13, 2020

17.c Resolution 2020-44: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (“CARES”) ACT FUNDING; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE (Bill Vance, Town Manager / Neysa Herrera, Assistant to the Town Manager)

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

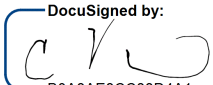
Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve. Motion carried 5-0.

18. QUASI JUDICIAL PUBLIC HEARINGS

None.

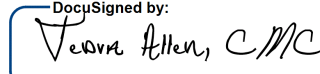
19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 9:05 p.m.

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Mayor Chris Vincent

ATTEST:

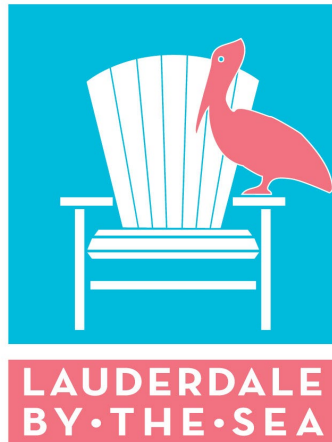
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Town Clerk Tedra Allen

11/13/2020

Date

Town of Lauderdale-By-The-Sea



REQUEST FOR QUALIFICATIONS No. 20-11-01

***CONSULTING SERVICES TO CONDUCT A COMPREHENSIVE
EVALUATION AND OPERATIONS AUDIT OF THE LBTS
VOLUNTEER FIRE DEPARTMENT***

RFQ OPENING: December 18, 2020, at 2:00 P.M.

**TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
REQUEST FOR QUALIFICATIONS NO. 20-11-01**

The Town of Lauderdale-By-The-Sea, Florida invites qualified firms to submit responses to provide:

**CONSULTING SERVICES TO CONDUCT A COMPREHENSIVE
EVALUATION AND OPERATIONS AUDIT OF THE LBTS
VOLUNTEER FIRE DEPARTMENT**

The Town of Lauderdale-By-The-Sea, Florida (the “**Town**”) will receive responses electronically at tedraa@lbts-fl.gov until 2:00 p.m. (local), December 18, 2020.

See Part II, Sections H, for information regarding submitting a response.

The Town’s contact person for this RFQ is:

Tedra Allen, Town Clerk
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4201
Fax: 954-533-9546
Email: TedraA@LBTS-FL.GOV

RFQ documents may be obtained at the Town of Lauderdale-By-The-Sea website at www.lauderdalebythesea-fl.gov and this RFQ is posted on www.Demandstar.com. If you do not have internet access, you may obtain the documents by contacting the Town Clerk.

The Town reserves the right to reject responses with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other responses. Incomplete or non-responsive responses may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any response 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 RFQ must be submitted to the Town by the due date and time to constitute a response.

Table of Contents

Part I	Statement of Work	1
A	Objective	1
B	Scope of Work	1
C	Technical Requirements	2
D	Insurance and Licenses	3
Part II	General Information	4
A	Definitions	4
B	Invitation to Propose; Purpose	4
C	Contract Awards	4
D	Response Costs	5
E	Inquiries	5
F	Delays	5
G	Pre-response Meeting	5
H	Response Submission	5
I	Response Format	6
J	Response – Procedural Information	8
K	Public Records	8
L	Irregularities; Rejection of Responses	9
M	Evaluation Method and Criteria	9
N	Representations and Warranties	10
O	Town Contract	11
Exhibits	Forms	Page
	RFQ Form A. Qualifications Statement	13
	RFQ Form B. Reference Form	15
	RFQ Form C. Proposer's Certification	16
Appendix		
	Appendix A: Fire Protection and Fire Prevention Services	18
	Agreement Between Lauderdale-By-The Sea	
	and the Lauderdale-By-The-Sea Volunteer Fire	
	Department	

PART I - STATEMENT OF WORK

A. *OBJECTIVE*

The Town seeks a qualified consulting firm to conduct a Comprehensive Organizational Evaluation and Operations Audit of the LBTS Volunteer Fire Department.

B. *GENERAL INFORMATION*

The Town of Lauderdale-By-The-Sea has a contract with the Lauderdale-By-The-Sea Volunteer Fire Department to provide fire protection and fire prevention services within the municipal boundaries of the Town.

The Fire Protection and Fire Prevention Services Agreement by and between the Town of Lauderdale-By-The-Sea and the Lauderdale-By-The-Sea Volunteer Fire Department is included in this RFQ and titled "Appendix A".

The Town of Lauderdale-By-The-Sea is a coastal community of approximately 6,300 full time residents, and a winter seasonal population of about twice that amount. The Town's economy is based on tourism and its seaside location.

The Town Fiscal Year 2021 Budget includes funding for an independent and comprehensive study of the Town-contracted Volunteer Fire Department (VFD) Department to review staffing and operations and provide recommendations.

C. *SCOPE OF WORK*

At a minimum, this study is sought to achieve the following:

1. Assessment of Fire Rescue services in greater Broward County to understand the environment in key areas such as: mutual aid, automatic aid, technology applications and regional communication system. Analyze internal operations for data collection, data tracking and response times.
2. VFD response data shall be evaluated and provided.
3. Review and evaluate the current organizational and management structure, effectiveness of the chain of command structure, support services and customer service considerations
4. Assess training programs and identify current and future capabilities based on associated risks in Lauderdale- By-The-Sea and mutual aid and/or automatic aid

response areas. Evaluate programs to enhance firefighter safety, and increase efficiency and effectiveness with an emphasis on safety and customer service.

5. Conduct an analysis of the effects derived from regional mutual aid and potential automatic aid agreements, regional response capabilities, and anticipated response time impact related to the delivery of fire-rescue services.
6. Conduct a community “Standards of Cover” study addressing deployment and non-deployment components for the volunteer fire department with identification of the right-sized organization (staffing and unit utilization) to meet Town needs while considering national standards, benchmarks, specific community needs and requirements, costs, best practices, and accepted and proven methodologies.
7. The provider will work with the Town and the VFD to obtain management’s input on the findings and recommendations.
8. Compare VFD performance to national and regional models and to other similarly situated municipalities.

D. *TECHNICAL REQUIREMENTS*

In order to be deemed responsive and considered for contract award, each Proposer shall satisfy the following mandatory minimum requirements:

- The Consulting Firm must be registered to conduct business within the State of Florida.
- The Consulting Firm shall have the ability to provide the staffing and resources that are necessary to meet the schedules and needs of this Project.
- The Consulting Firm must be available to begin working on this Project in January 2020.
- The Consulting Firm’s designated Project Lead shall be the primary point of contact with for the project. The Project Lead shall provide evidence of having successfully provided services for at least 3 completed public projects similar in scope to the Project covered by this RFQ.
- All members of the Project Team shall provide evidence of not less than 5 years of experience serving in fire department executive management position(s).
- All members of the Project Team shall have demonstrated volunteer fire department management experience.

E. *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.

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 for property damage; personal injury; contractual liability; completed operations; products liability and independent contractor 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 & Non-Owned Auto Liability.
4. **Professional Liability** – \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate.

The Proposer shall provide original certificates of coverage and receive notification of approval of those certificates from the Town prior to providing services under this RFQ. The insurance coverage provided by Proposer is subject to the approval of the Town. The insurance certificates and required policies (except for worker's compensation) shall list the Town of Lauderdale-By-The-Sea as ADDITIONAL INSURED and shall provide for the Town to receive no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the Town if circumstances change or adequate protection of the Town is not presented. Proposer, by submitting a Proposal, agrees to abide by such modifications.

The following is NOT required when you submit your response.

Prior to being short listed, Proposer shall provide a list of claims presently outstanding against their professional liability coverage. This information shall be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.

END OF PART I

Town Consulting Services
Lauderdale-By-The-Sea RFQ No. 20-11-01
Part II –General Information

PART II: RFQ GENERAL INFORMATION

A. DEFINITIONS

For the purposes of this Request for Qualifications (RFQ):

Proposer shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFQ.

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 RFQ shall mean:

Tedra Allen, Town Clerk
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4201
Fax: 954-533-9546
Email: TedraA@LBTS-fl.gov

B. INVITATION TO RESPOND; PURPOSE

The Town solicits responses from responsible and qualified firms 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 an Agreement with the Proposer judged by the Town to be most highly qualified to perform the requested services.

The Town anticipates that the Agreement will have an initial term of one (1) year and may be renewed for one-year term.

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 firm, the Town will provide a written notice of the award.

The Proposer understands that neither this RFQ 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.

Town Consulting Services
Lauderdale-By-The-Sea RFQ No. 20-11-01
Part II –General Information

D. RESPONSE COSTS

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFQ. Proposers should prepare their response simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFQ.

E. INQUIRIES

The Town will not respond to oral inquiries regarding the RFQ. Proposers may mail, email or fax written inquiries regarding this RFQ to the attention of the Town Clerk. Please mark the correspondence “RFQ No. 20-11-01 QUESTION”.

The Town will respond to written inquiries received at least 7 working days prior to the due date for submission of responses to the RFQ. The Town will record its responses to inquiries submitted in accordance with this Section, and any supplemental instructions, in the form of a written addendum.

If addenda are issued, the Town will post the addenda on its website and DemandStar and will attempt to notify prospective Proposers who have provided their contact information to the Town's Contact Person. However, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFQ.

F. DELAYS

The Town may postpone scheduled due dates in its sole discretion by issuing an addenda.

If addenda are issued, the Town will post the addenda on its website and DemandStar and will attempt to notify prospective Proposers who have provided their contact information to the Town's Contact Person. However, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFQ.

G. PRE-RESPONSE MEETING.

No pre-response meeting is scheduled.

H. RESPONSE SUBMISSION

Proposers shall submit one (1) electronic copy in both PDF and Microsoft Word file formats of the response.

Town Consulting Services
Lauderdale-By-The-Sea RFQ No. 20-11-01
Part II –General Information

Responses shall be submitted electronically at tedraa@lbts-fl.gov until 2:00 p.m. (local), December 18, 2020. Responses should be clearly identified on the subject line as “RFQ 20-11-01 VFD OPERATIONS AUDIT”.

Late submittals, additions, or changes will not be accepted and will be returned to the Proposer unopened.

It is the sole responsibility of each Proposer to ensure that their Response is received by the Town by the specified due date and time. Telephone confirmation of timely receipt of the response may be made by calling the Office of the Town Clerk before response opening time. Proposers may withdraw their responses by notifying the Town in writing at any time prior to the Town’s opening of the Responses. Responses, once opened, become the property of the Town and will not be returned.

I. RESPONSE FORMAT

In order to ensure a uniform review process and to obtain the maximum degree of comparability, Proposers are required to organize Responses in the manner specified herein. Unless otherwise specified, Proposers shall use the response forms provided by the Town herein. These forms may be duplicated, but failure to use the forms may cause your response to be rejected. Any erasures or corrections on the form must be made in ink and initialed by the Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or completed in ink. Responses shall be signed in ink. When an RFQ requires multiple copies they may be included in a single envelope or package properly sealed and identified.

All responses shall be submitted as specified in this RFQ. Any attachments shall be clearly identified. In order to be deemed responsive and considered for contract award, the response must fully respond to all parts of the RFQ. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the response. If publications are supplied by a responder to respond to a requirement, the response should include reference to the document number and page number. Responses lacking this reference may be considered to have no reference material included in the additional documents.

Proposers shall prepare their responses 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.

Town Consulting Services
Lauderdale-By-The-Sea RFQ No. 20-11-01
Part II –General Information

2. Title Page:
The title page shall show the name of Proposer's agency/firm, address, telephone number(s), name of contact person, date, and the RFQ number 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 response 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.
 - 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 RFQ Forms A, B, and C. All RFQ forms are included as exhibits to this document and are available on the Town's website and in Word format.
5. Experience:
The Proposer must describe its expertise in and experience with providing services similar to those required by this RFQ. Describe previous experience relating to the Scope of Work requested in this RFQ. Has the firm worked for other government 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 accomplishments for each.
6. Approach to Providing Services:
This section of the response should explain the Scope of Work as understood by the Proposer and detail the approach, activities and work products to be provided.
7. Additional Information:
Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the response.

J. RESPONSE – 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 that Proposers may incur in connection with a presentation to the Town or related in any way to this RFQ.

Town Consulting Services
Lauderdale-By-The-Sea RFQ No. 20-11-01
Part II –General Information

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 requested 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 response.
3. Responses Binding:
All responses submitted shall be binding for at least one hundred twenty (120) calendar days following response opening. The Town may desire to award a contract after the 120 day period. In such case, Proposer may choose whether or not to continue to honor the response terms.
4. Proposer's Certification Form:
Each responder shall complete the "Proposer's Certification" form included as RFQ Form C and submit the form with the response. This form must be acknowledged before a notary public with notary seal affixed on the document.
5. Alternate Proposals:
An alternate proposal is viewed by the Town as a proposal describing an approach to accomplishing the requirements of this RFQ 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 RFQ. Alternate proposals may be in the area of technical approach, or other provisions or requirements of this RFQ. 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.

K. PUBLIC RECORDS

Responses are public documents and subject to public disclosure in accordance with Chapter 119, Florida Statutes (Public Records). 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:

CONTRACTOR agrees to keep and maintain public records in
CONTRACTOR's possession or control in connection with

Town Consulting Services
Lauderdale-By-The-Sea RFQ No. 20-11-01
Part II –General Information

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.

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.

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.

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.

Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.

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 Consulting Services
Lauderdale-By-The-Sea RFQ No. 20-11-01
Part II –General Information

L. IRREGULARITIES; REJECTION OF RESPONSES

The Town reserves the right to reject responses with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for the requested services. Incomplete or non-responsive responses may be rejected by the Town as non-responsive. The Town reserves the right to reject any response 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 RFQ must be supplied to constitute a response.

M. EVALUATION METHOD AND CRITERIA

1. General: The Town shall be the sole judge of its own best interests, the responses, 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 set forth in this section. 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. expertise of personnel;
 - D. financial resources and capabilities;
 - E. past contracts with other governmental jurisdictions;
 - F. past performance records;
 - G. qualifications of Proposer;
 - H. references;
 - I. related experience in Florida;
 - J. technical soundness of response; and,
 - K. past history of meeting required time frames.

Town Consulting Services
Lauderdale-By-The-Sea RFQ No. 20-11-01
Part II –General Information

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 responses received and establish a list of selected Proposers deemed to be the most qualified to provide the services 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, 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 response, 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 response.
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 response.
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 RFQ 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 RFQ and any addenda thereto, and the written resolution thereof by the Town is acceptable to Proposer.
6. The RFQ is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the response 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 RFQ or contract.

Town Consulting Services
Lauderdale-By-The-Sea RFQ No. 20-11-01
Part II –General Information

O. Town Contract

The selected Proposer is expected to execute the Town's standard professional services agreement 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.

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.

Contractor warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

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 the performance. Contractor covenants that it will conduct no activity or provide any service that is unlawful or offensive.

End of Part II

RFQ FORM A

Proposer: _____

QUALIFICATIONS STATEMENT**Note: Forms A, B & C are available in WORD format upon request.*****THIS FORM MUST BE SUBMITTED WITH RESPONSE 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:
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 RFQ No. 20-11-01

12. 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 Response 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)

13. Provide the following information for any sub-consultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed

The foregoing list of sub-consultants 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.

RFQ Form B

Proposer: _____

REFERENCE FORM

Forms A, B & C are available in WORD format upon request.

***THIS FORM MUST BE SUBMITTED WITH RESPONSE TO BE
DEEMED RESPONSIVE.***

Give contact information for four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFQ:

1. Name of Contact:
 Title of Contact: Email:
 Telephone Number: Fax Number:
 Project:

2. Name of Contact:
 Title of Contact: Email:
 Telephone Number: Fax Number:
 Project:

3. Name of Contact:
 Title of Contact: Email:
 Telephone Number: Fax Number:
 Project:

4. Name of Contact:
 Title of Contact: Email:
 Telephone Number: Fax Number:
 Project:

RFQ FORM C

Proposer: _____

Forms A, B & C are available in WORD format upon request.**THIS FORM MUST BE SIGNED AND SUBMITTED WITH RESPONSE 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 Qualifications referenced above ("RFQ") and any other documents accompanying or made a part of this RFQ.

I hereby propose to furnish the goods or services specified in the RFQ. I agree that my response will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the responses.

I certify that all information contained in this response, which includes the Town required RFQ forms A, B, and C, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response 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 Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the response and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this response.

I further certify, under oath, that this response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response for the same product or service; no officer, employee or agent of the Town or any other proposer has a financial interest in said response; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters herein contained and was duly authorized to do so.

If this response is selected, I understand that I will be expected to execute the Town's standard Continuing 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,

Lauderdale-By-The-Sea RFQ No. 20-11-01

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 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

APPENDIX A

FIRE PROTECTION AND FIRE PREVENTION SERVICES AGREEMENT

FIRE PROTECTION AND FIRE PREVENTION SERVICES AGREEMENT

BY AND BETWEEN

THE TOWN OF LAUDERDALE-BY-THE-SEA

AND

LAUDERDALE-BY-THE-SEA VOLUNTEER FIRE DEPARTMENT

This Agreement made and entered into this 21st day of September, 2016, by and between the LAUDERDALE-BY-THE-SEA VOLUNTEER FIRE DEPARTMENT, Inc. (the "VFD"), and the TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, a municipal corporation of the State of Florida (the "TOWN").

WHEREAS, the VFD and the TOWN desire to enter into this agreement (the "Agreement") to provide for fire protection and fire prevention services by the VFD within the municipal boundaries of the TOWN (the "Service Area") and to set forth how such fire protection and fire prevention services will be provided; and

WHEREAS, the TOWN desires a high level of competent professional fire protection and fire prevention service in conjunction and harmony with its fiscal policies of sound, economical management; and

WHEREAS, the TOWN and the VFD have determined that it is mutually beneficial and in the best interests of the public to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, the VFD and the TOWN do hereby agree as follows:

ARTICLE 1: BACKGROUND; PURPOSE AND INTENT

- 1.1 The above recitals are true and correct and are incorporated herein as set forth in full hereunder.
- 1.2 It is the purpose and intent of this Agreement for the VFD and the TOWN to provide for a means by which each entity may exercise cooperatively its respective powers and privileges in order to further a common goal.
- 1.3 The VFD and the TOWN find the method of delivery of fire protection and fire prevention services set forth in this Agreement is in the best interests of the public and can best be accomplished through coordination of the provision of such services as set forth herein.

ARTICLE 2: GENERAL OPERATING CONDITIONS

- 2.1 **Fire Services:** The VFD shall provide comprehensive fire protection and fire prevention services (the "Fire Services") as set forth in this Article within the municipal boundaries of the TOWN. Fire Services shall include, but not be limited to, the following specialized services:

FIRE PROTECTION AND FIRE PREVENTION SERVICES AGREEMENT

- 2.1.1 The VFD shall respond to emergency calls relating to the accidental spill or leak of hazardous materials. The VFD shall secure any such site until technical HAZMAT support arrives on the scene.
- 2.1.2 The VFD shall provide fire investigation services, including arson investigation assistance.
- 2.1.3 The VFD shall offer public education programs designed to reduce the risk of property damage, injury, or loss of life from fire.
- 2.1.4 The VFD shall provide all fire safety inspections required by the Town Code and all applicable federal, state and county laws, codes and regulations within the TOWN (collectively, the “**Inspections**”).
- 2.1.5 The VFD shall provide beach first responder services, operating on a part time basis, to promote safety and fire prevention and provide surveillance of and first responder services at all beach areas within the Town.
 - 2.1.5.1 The VFD shall maintain a presence in the beach areas for emergency situations according to a schedule approved by the TOWN, during special events, or upon the request of the Town Manager.
 - 2.1.5.2 The VFD’s beach first responder services shall provide emergency first aid service as needed.
 - 2.1.5.3 When present, the VFD’s beach first responder personnel shall inform the public of dangerous swimming conditions.
 - 2.1.5.4 The VFD’s beach first responder personnel shall operate and maintain two (2) all-terrain vehicles (ATVs) for the express purpose of providing first responder emergency services.
- 2.1.6 The VFD shall not utilize a third party provider for the provision of any services referenced in this Agreement unless approved in writing by the TOWN in its sole and absolute discretion.
- 2.2 Mutual Aid Agreements: It is understood that the TOWN has entered into a Mutual Aid Agreement with several local governments located in Broward County (collectively, the “Mutual Aid Agreements”). VFD shall fulfill all obligations of the TOWN under the Mutual Aid Agreements, so as to ensure the availability of certain specified services that VFD is not qualified to provide (Hazmat response, Technical Rescue, etc.).
- 2.4 Fire Marshal Services: The VFD shall retain a qualified Fire Marshal to provide the services specified in this Section 2.4. The selection of the Fire Marshal shall be subject to the prior written approval of the Town Manager. Within no more than 60 days following receipt of a written notice of the Town Manager’s dissatisfaction with the Fire Marshal, the VFD shall replace the Fire Marshal with another qualified Fire Marshal, and the selection of the replacement Fire Marshal shall also be subject to the prior written approval of the TOWN. VFD shall provide the following specialized Fire Marshal services on an hourly basis:
 - 2.4.1 Provide thorough review of the fire/life safety aspects of plans for new building construction and for alterations to existing buildings to ensure that mathematical and engineering calculations are accurate and that plans comply with all applicable codes and regulations. Provide complete engineering appraisal of properties so that the proper Fire/Life Safety and Town Codes may be applied to render the property safe.

FIRE PROTECTION AND FIRE PREVENTION SERVICES AGREEMENT

- 2.4.2 Confer with attorneys, public officials, architects, engineers, fire personnel, builders, contractors, building staff and officials, and property owners on matters concerning Fire/Life Safety, and Town Codes regarding fire suppression systems, inspections, and fire prevention methods and practices.
- 2.4.3 Complete the review of all submitted building plans within the time limit as specified by the TOWN or required in third party contracts with the TOWN.

Compensation for the specialized Fire Marshal services described above shall be paid to VFD on an hourly basis at the rate of \$35.00 per hour, which may be adjusted by the written agreement of the VFD Chief and the Town Manager. VFD shall provide TOWN accurate written invoices no more often than once per month, setting forth the hours worked with an accurate description of the services provided, itemized on a per hour basis. Fees shall be paid in arrears each month. The TOWN shall pay VFD within 30 days of receipt of a correct and approved written invoice for payment.

ARTICLE 3: EMPLOYMENT RESPONSIBILITY AND STAFFING

- 3.1 All fire protection and fire prevention personnel and other persons employed by the VFD in the performance of services, functions and responsibilities as described and contemplated herein for the TOWN shall be and remain employees of VFD.
- 3.2 The VFD shall maintain the following personnel, at a minimum, during the term of this Agreement: one (1) Fire Chief, one (1) Deputy Fire Chief, one (1) Battalion Chief, one (1) Fire Administrator, one (1) Safety Officer, one (1) Fire Inspector, and one (1) Training Officer.
- 3.3 VFD shall maintain a sufficient roster of certified firefighters to respond to calls for services in a timely manner and to provide the Fire Services required in this Agreement.
- 3.4 It is understood that all VFD personnel shall maintain all appropriate and necessary certifications at all times during the term of this Agreement.
- 3.5 Qualification of Volunteer Fire Department Membership: All volunteer members of the VFD shall meet the following minimum qualifications:
 - 3.5.1 All VFD firefighters shall be at least eighteen (18) years old, and shall have a high school diploma or the equivalent thereof.
 - 3.5.2 All members of the VFD shall undergo a thorough background investigation. No member of the VFD shall have been convicted of a felony, or of a misdemeanor directly related to the volunteer's position in the VFD or which would bring discredit to the VFD or TOWN, or pled nolo contendere to any felony charge within the previous four year (4) years.
 - 3.5.3 All VFD firefighters shall be in good physical condition as certified by a medical doctor annually. Any member that does not have a current medical certification shall be placed on the inactive roll and shall not provide Fire Services until such time as a valid medical certification is obtained.
 - 3.5.4 During the term of this Agreement, at all times at least seventy-five percent of the VFD membership shall be state certified firefighters.
 - 3.5.5 All VFD personnel shall meet the training, experience and certification requirements set by the State of Florida for the position they hold in the VFD. The VFD shall regularly monitor their members' conformance with the

Page 3 of 12

FIRE PROTECTION AND FIRE PREVENTION SERVICES AGREEMENT

requirements in this Agreement and promptly remove from duty or reassign those members who do not have the current certification and training required for the role to which they are assigned.

- 3.5.6 Driver/Engineer qualifications: All drivers of fire service vehicles and/or apparatus shall have a valid Florida driver's license with emergency vehicle endorsement.

ARTICLE 4: FIRE VEHICLES AND EQUIPMENT

- 4.1 Equipment: The VFD shall, under a separate agreement, lease Town owned fire equipment and apparatus from the TOWN that are necessary for VFD to provide the Fire Services required under this Agreement.
- 4.2 Purchase of Fire Apparatus and Equipment: The TOWN and the VFD will consult with each other in advance of purchasing fire apparatus and equipment.
- 4.3 Maintenance: The VFD shall be solely responsible for ensuring that all equipment, vehicles, hoses, and fire apparatus are maintained in accordance with National Fire Protection Association ("NFPA") and Insurance Service Office ("ISO") standards, as well as with applicable Florida Suppression Rating Schedule ("FSRS") criteria.
- 4.4 Dispatch: 9-1-1 answering services and dispatch is currently provided by Broward County. All communications equipment used by VFD shall be compatible with Broward County's 9-1-1 communications system, as may be modified from time to time.
- 4.5 Outside Services: Except for the provision of mutual aid pursuant to the Mutual Aid Agreements, the VFD shall not use TOWN equipment to provide Fire Services outside of the TOWN ("Outside Services") without first obtaining the permission of the Town Commission and entering into an amendment to this Agreement.

ARTICLE 5: FIRE FACILITY

- 5.1 Fire Facility: The VFD shall establish its operational base at the TOWN's fire station and the fire administration in the offices provided by the TOWN (collectively, the "Fire Facility").
- 5.2 Responsibilities. The TOWN owns the Fire Facility and shall be responsible for major repairs necessary to keep the Fire Facility in proper working order. VFD shall be responsible for the daily maintenance of the Fire Facility and shall maintain the Fire Facility in good condition. VFD shall advise the TOWN in writing as soon as possible of any damage to the Fire Facility or if VFD believes major repairs to the Fire Facility are necessary. In the event the VFD, its employees, agents, or invitees, destroy, deface, damage, impair, or remove any part of the Fire Facility, VFD shall be responsible for repairing or replacing such property.

ARTICLE 6: PAYMENT FOR FIRE SERVICES

- 6.1 Payment for Services:
- 6.1.1. Payment for Fire Services: During the Term of this Agreement, the TOWN will pay to the VFD the amount approved by the Town Commission in the annual budget for the cost of providing Fire Services (the "Town Payment").

FIRE PROTECTION AND FIRE PREVENTION SERVICES AGREEMENT

Fire Services that are eligible will be paid from Fire Assessment Fees. Fire Services that are not eligible to be funded by Fire Assessment Fees shall be identified by VFD and TOWN and the TOWN and VFD shall use non-Fire Assessment revenue to pay for those Fire Services.

The Town Payment shall be paid to the VFD in equal monthly installments by the 7th day of each month.

- 6.1.2. True-up: By November 30, 2017, and by November 30 of each year of this Agreement thereafter, the VFD shall submit an accounting of its expenditures to provide Fire Services for the preceding fiscal year. If the TOWN has paid more for Fire Services in the preceding fiscal year than the actual cost for the VFD to provide those services, then the TOWN shall deduct the difference between the total amount paid to VFD by the TOWN and VFD's documented actual cost of providing the Fire Services (the "True-up") from the next payment(s) due to the VFD.

Since the parties have not previously calculated the True-up from prior fiscal years, the parties agree that by December 31, 2016, the VFD Chief and the Town Manager will reach an agreement as to the difference between the VFD's actual cost to provide Fire Services and the amount paid by the TOWN for Fire Services prior to October 1, 2016 (the "Prior Years True-up"). The "Prior Years True-up" amount shall be used by VFD to purchase fire apparatus and other equipment identified in the Town's annual budget, and the title of such purchased equipment shall vest with the TOWN as provided for in this Agreement.

- 6.1.3. Budgeting Process: By June 1 of each year, the VFD shall submit to the Town Manager a proposed Fire Services budget and recommended capital budget pursuant to this Agreement for the following fiscal year. The Town Manager and the VFD Board of Directors, or their designated representatives, shall meet to discuss the proposed budget. By July 31st of each year, the Town Manager shall provide to the Town Commission for their consideration either (a) a budget which he or she and the VFD Board of Directors have reached agreement on, or (b) the VFD's budget proposal and the Town Manager's recommendations. The TOWN and the VFD must come to an agreement on an operating budget by September 1st of each year, or the prior fiscal year budget for the VFD will be adopted by the Town Commission as a component of the TOWN's annual budget, subject to the conditions, limitations and restrictions of applicable law. The Town Payment shall be the agreed-upon and Town Commission approved compensation to the VFD.

6.2 Fire Inspections:

- 6.2.1 The VFD shall perform the annual required fire inspections of each commercial occupancy and residential occupancy as required by the Florida Fire Protection Code. The VFD will provide written reports on the outcome of those inspections and shall issue, on the TOWN's behalf, notices of violation and take whatever action is required by the Florida Fire Protection Code to address public safety. If violations are found, the VFD will do one re-inspection at no charge. The property owner or lessee, as appropriate, will be assessed a re-inspection fee if a second, third or multiple re-inspections are necessary. After the second re-inspection, a notice of violation will be issued

FIRE PROTECTION AND FIRE PREVENTION SERVICES AGREEMENT

and the TOWN may bring the case, with the VFD's assistance and testimony, before a Special Master for adjudication.

- 6.2.2 The TOWN will be responsible for billing the property owner or lessee for all fire inspection fees and fines. The VFD agrees to provide reports and paperwork in a timely manner to the TOWN's Development Services Department to enable such billing to take place. All revenues received from fees and fines shall be the property of the TOWN.
- 6.2.3 In the event the VFD does not perform the annual fire inspections in a timely and professional manner, as determined by the TOWN, the TOWN reserves the right, in its sole discretion to notify the VFD, and to utilize another employee or contractor qualified to perform that function. The TOWN also has the option of notifying the VFD to discontinue providing fire inspection services, and if the TOWN exercises this option, the TOWN shall reduce the compensation paid to the VFD by an amount equal to the cost of contracting with another qualified contractor for fire inspection services, and the VFD shall cooperate fully as needed to transition these services to the new contractor.
- 6.3 Volunteer Firefighter Pension Fund: The TOWN and VFD shall comply with Chapter 2, Article V, Division 3 "Volunteer Firefighters' Pension Plan" of the Lauderdale-By-The-Sea Code of Ordinances regarding participation in, and contributions to, the Town Volunteer Firefighters' Pension Plan.

ARTICLE 7: STANDARDS OF SERVICE

- 7.1 The Fire Chief, the Deputy Chief, or a Battalion Chief will be on duty twenty-four (24) hours a day, seven (7) days a week during the entire term of this Agreement with NO EXCEPTIONS.
- 7.2 A command officer (defined as one of the following: Fire Chief, the Deputy Fire Chief, or a Battalion Chief) and the first fire apparatus shall respond within nine (9) minutes to a minimum of 90% of all emergency fire rescue calls in each month. The crew for the first fire apparatus shall include a minimum of three (3) personnel, including the driver/engineer, and at least two (2) of the personnel staffing the fire apparatus shall be state certified firefighters.
- 7.3 The VFD shall ensure that all active members receive at least seventy (70) hours of training per year. Members that are not active for a full twelve-month period shall receive at least a pro-rated amount of the seventy (70) hours of annual training, based on the actual months of service in the calendar year. Any active member that is not reasonably current with their required amount of training shall be placed on the inactive roll and shall not provide Fire Services until such time as the active member meets the training requirements.
- 7.4 The VFD shall take all actions within their power and financial capability to maintain the TOWN's ISO rating at a three (3) or better.

FIRE PROTECTION AND FIRE PREVENTION SERVICES AGREEMENT

ARTICLE 8: INDEMNIFICATION

- 8.1 To the extent permitted by law, the VFD shall indemnify, defend, and hold the TOWN, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of the VFD, its employees, agents, servants, and the VFD shall indemnify the TOWN, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the TOWN, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts or omissions of the VFD, its employees, agents, or servants.

ARTICLE 9: INSURANCE

- 9.1 Prior to the commencement of this Agreement, the VFD shall secure:
- 9.1.1 A General Liability Insurance policy with a minimum general aggregate liability coverage amount of two million dollars (\$2,000,000.00);
 - 9.1.2 An Automotive Insurance Policy covering each of the vehicles leased from the TOWN in the minimum combined single limit amount of one million dollars (\$1,000,000.00);
 - 9.1.3 Excess liability "umbrella" coverage in a minimum amount of four million dollars (\$4,000,000.00) per occurrence and eight million dollars (\$8,000,000.00) in the aggregate;
 - 9.1.4 Employers' Liability Insurance in the minimum amount of one million dollars (\$1,000,000.00) per accident or disease; and
 - 9.1.5 A Workers Compensation Policy providing coverage for all members of the VFD in at least the minimum amount required by statute.
- 9.2 The TOWN shall be named as an additional insured on all required insurance policies (except for Worker's Compensation), and an endorsement reflecting this requirement shall be issued as part of any required policies. The VFD shall provide an original certificate of insurance to the TOWN as evidence that the above requirements have been met prior to commencing operations, and shall provide evidence of continued coverage prior to October 1st of each year of this Agreement or another date that is agreed to in writing by the Town Manager. The certificate of insurance shall state that the TOWN shall receive at least 30 days' written notice prior to any cancellation, nonrenewal 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 that event, the VFD shall be responsible for providing the TOWN written notice of any change in insurance coverage.

ARTICLE 10: TERM

- 10.1 The initial term of this Agreement shall be five (5) years, commencing on October 1, 2016 and ending on September 30, 2021 (the "Initial Term").

FIRE PROTECTION AND FIRE PREVENTION SERVICES AGREEMENT

- 10.2 Upon the mutual consent of both parties, this Agreement may be renewed for one, three (3) year term, commencing on October 1, 2021 (the "**Renewal Term**").

ARTICLE 11: TERMINATION

- 11.1 Termination for Convenience: The VFD or the Town Commission may terminate this Agreement at any time without cause and at its sole discretion upon one hundred eighty (180) days advance written notice via certified letter to the other party.
- 11.2 Termination for Cause: The VFD or the Town Commission may terminate this Agreement upon the material breach of this Agreement by the other party if such breach is not cured within thirty (30) days of written notice of the breach via certified letter to the other party.
- 11.3 Automatic Termination: To the extent permitted by law, termination shall occur automatically should the TOWN or VFD file or consent to the filing of a petition for reorganization or bankruptcy or become otherwise insolvent.
- 11.4 Transition Period: In the event of termination or expiration of this Agreement, the VFD and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the VFD to a TOWN fire department or other service provider and to maintain during such period of transition the same high quality of Fire Services as contemplated by this Agreement. In the event of such termination or expiration and in the further event that the TOWN is unable to provide for the same level of Fire Services at the time of such termination or expiration, the then pending term of this Agreement shall be deemed automatically extended for a period of 24 months or until TOWN is capable of rendering such level of Fire Services, whichever occurs sooner. The consideration to be paid to the VFD during the transition period shall be based upon the actual cost of providing such services during the transition period at the level of staffing determined reasonably necessary by the VFD.

ARTICLE 12: SPECIFIC PERFORMANCE

Notwithstanding a party's right to terminate this Agreement as set forth in Article 11 above, if the TOWN or VFD fails to cure a material breach of this Agreement for a period of ten (10) days after receipt of a written, certified letter notice of such default from the other party, the party giving notice of default may, but shall not be required, to seek specific performance of this Agreement. Failure of any party to exercise its rights in the event of any breach by the other party shall not constitute a waiver of such rights. No party shall be deemed to have waived any failure to perform by the other party unless such waiver is in writing and signed by the waiving party. Such waiver shall be limited to the terms contained therein. This article shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available in law or equity.

FIRE PROTECTION AND FIRE PREVENTION SERVICES AGREEMENT

ARTICLE 13: MISCELLANEOUS

- 13.1 Joint Preparation: The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 13.2 Merger/Amendment: This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Agreement.
- 13.3 Assignment: The respective obligations of the parties set forth in this Agreement shall not be assigned or transferred, in whole or in part, except as expressly agreed to in writing by the TOWN.
- 13.4 Records and Reports:
- 13.4.1 Public Records: The VFD shall make available, at no charge, all records of building inspections, financial records, bank statements, payroll records, fire investigation records, and any other information or records created in connection with the services provided pursuant to this Agreement, or as defined as "public records" according to Florida law.
- 13.4.2 The VFD shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:
- (a) VFD agrees to keep and maintain public records in VFD's possession or control in connection with VFD's performance under this Agreement. VFD additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. VFD 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, VFD 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 VFD shall be delivered by the VFD to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by VFD shall be delivered to the Town in a format that is compatible with the

Page 9 of 12

FIRE PROTECTION AND FIRE PREVENTION SERVICES AGREEMENT

TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the VFD 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 VFD shall be withheld until all records are received as provided herein.

IF VFD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VFD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4201, Tedraa@lauderdalebythesea-fl.gov or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

- 13.4.3 The VFD shall maintain and provide a monthly report to the Town Manager and Town Clerk detailing all calls for service and the staff roster responding to those calls within the TOWN Service Area.
- 13.4.4 The VFD shall be responsible for all State and Federal reporting requirements applicable to the Fire Services. The VFD shall submit to the Town Manager an annual audit conducted by an independent audit firm selected by the TOWN.
- 13.5 Recordation/Filing: The VFD, after approval of this Agreement by the governing body of the TOWN, and after the execution thereof by the duly qualified and authorized officers of each of the parties hereto, shall file this Agreement with the Clerk of Broward County, Florida, as required by Florida Statutes.
- 13.6 Governing Law and Venue: This Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. **THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.** The parties understand and agree that this waiver is a material contract term. If either party is required to enforce this Agreement by court proceedings or otherwise, whether or not formal action is required, each party shall pay its own attorney's fees and costs.
- 13.7 Severability: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.
- 13.8 Notices: Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt or by an overnight express delivery service addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery.

FIRE PROTECTION AND FIRE PREVENTION SERVICES AGREEMENT

For The Town of Lauderdale-By-The-Sea:

Town Manager
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

Copy to:

Lauderdale-By-The-Sea Town Attorney
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

For The Lauderdale-By-The-Sea Volunteer Fire Department:

President
Lauderdale-By-The-Sea Volunteer Fire Department
4513 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308

- 13.11 Third Party Beneficiaries: Neither the TOWN nor the VFD intend that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 13.12 Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 13 of this Agreement shall prevail and be given effect.
- 13.13 Compliance with Laws: The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 13.14 Conflicts: 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 contract or the proceeds thereof. 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.
- 13.15 Multiple Originals: This Agreement may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

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**FIRE PROTECTION AND FIRE PREVENTION
SERVICES AGREEMENT**

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

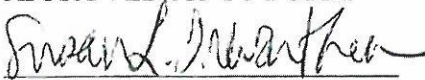
ATTEST:


TEDRA ALLEN, TOWN CLERK

TOWN OF
LAUDERDALE-BY-THE-SEA

BY: 
SCOT SASSER, MAYOR

APPROVED AS TO FORM


SUSAN L. TREVARTHEN,
TOWN ATTORNEY

BY: 
RALPH "BUD" BENTLEY,
TOWN MANAGER

BY: 
LISA FUENTES,
FINANCE DIRECTOR

WITNESSES:

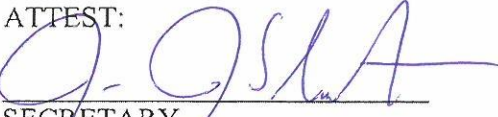

Signature
CHERYL D. LOUVARIS
Please Print Name

LAUDERDALE-BY-THE-SEA
VOLUNTEER FIRE DEPARTMENT, INC.

BY: ROBERT A. KARLEY
Robert A. Karley President


Signature
Jackson Hopping
Please Print Name

ATTEST:


SECRETARY



CERTIFICATE OF LIABILITY INSURANCE

C26220-

OP ID: JD

DATE (MM/DD/YYYY)

10/10/2016

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 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 VFIS of Florida One South Ocean Blvd, Ste 310 Boca Raton, FL 33432 Volunteer Fireman's Ins Svcs	CONTACT NAME: Joanne Dedrick PHONE (A/C, No, Ext): 800-233-1957 E-MAIL ADDRESS: jdedrick@vfis.com FAX (A/C, No): 800-729-8347														
INSURED Lauderdale By The Sea Volunteer Fire Department 4513 Ocean Boulevard Lauderdale B/the Se, FL 33308	<table><tr><td>INSURER(S) AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: American Alternative</td><td>19720</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American Alternative	19720	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
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INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR Prof Health Care Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		VFIS-TR-2059028	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			VFIS-TR-2059028	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			VFIS-TR-2059028	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 8,000,000
	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/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an additional insured for General Liability per form VGL101.

CERTIFICATE HOLDER**CANCELLATION**

Town of Lauderdale-by-the-Sea 4501 Ocean Drive Lauderdale-by-the-Sea, FL 33308	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 <i>Joanne S. Dedrick</i>
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CERTIFICATE OF LIABILITY INSURANCE

AG 2016-15
C26220-

OP ID: JD

DATE (MM/DD/YYYY)

10/10/2016

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 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 VFIS of Florida One South Ocean Blvd, Ste 310 Boca Raton, FL 33432 Volunteer Fireman's Ins Svcs		CONTACT NAME: Joanne Dedrick PHONE (A/C, No, Ext): 800-233-1957 FAX (A/C, No): 800-729-8347 E-MAIL ADDRESS: jdedrick@vfis.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: American Alternative	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED	Lauderdale By The Sea Volunteer Fire Department 4513 Ocean Boulevard Lauderdale B/the Se, FL 33308	CERTIFICATE NUMBER:		REVISION NUMBER:	
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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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR Prof Health Care Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		VFIS-TR-2059028	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			VFIS-TR-2059028	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$			VFIS-TR-2059028	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 8,000,000
	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/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an additional insured for General Liability per form VGL101.

CERTIFICATE HOLDER Town of Lauderdale-by-the-Sea 4501 Ocean Drive Lauderdale-by-the-Sea, FL 33308	CANCELLATION 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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Proposal to Conduct an Evaluation and Audit of the Volunteer Fire Department

Lauderdale-By-The-Sea, Florida

December 18, 2020



Table of Contents

1	Organization Profile and Qualifications	1
2	Experience	13
3	Approach to Providing Services	15
4	Additional Information	25



December 18, 2020

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

Dear Ms. Allen:

The Matrix Consulting Group is pleased to provide you with our qualifications to Conduct a Comprehensive Evaluation and Operations Audit of the Lauderdale-By-The-Sea Volunteer Fire Department for the Town of Lauderdale-By-The-Sea. These qualifications are based on our review of the request for qualifications, research on the Town and Volunteer Fire Department and its fire services, as well as our experience conducting fire service assessments in Florida and around the country.

A review of our services, experience, and qualifications will show that the Matrix Consulting Group is highly qualified because of its extensive experience evaluating fire services, including staffing, deployment, Standards of Cover and master planning studies. We have provided public safety consulting services for more than 17 years, with senior members of the firm having over 30 years of experience in consulting and public safety management. Our references can attest to the depth, quality and value of our analysis.

As mentioned above, our team's fire and emergency medical service analytical experience includes over 350 projects throughout the country, including these sample assignments (Florida projects **bolded**):

Bedford, New York	Estacada, Oregon	Santa Paula, California
Berlin, Maryland	Fort Lauderdale, Florida	Suffolk, Virginia
Big Bear, California	Grants Pass, Oregon	Truro, Massachusetts
Billerica, Massachusetts	Gulf Stream, Florida	Valley Center, Kansas
Boston, Massachusetts	Los Lunas, New Mexico	Vernon, California
Charlottesville, Virginia	Mequon, Wisconsin	West Sacramento, California
Clearwater, Florida	New Rochelle, New York	Westport, Connecticut
Coconut Creek, Florida	Oshkosh, Wisconsin	Winter Garden, Florida
Cooper City, Florida	Provincetown, Massachusetts	Yarmouth, Massachusetts

We are also currently completing a fire studies in **Highland Beach (FL)** and Stafford County (VA).

The following points characterize our approach to conducting fire studies:

1650 S. Amphlett Blvd., Suite 213 ■ San Mateo, CA 94402 ■ 650.858.0507
SF Bay Area (Headquarters), Boston, Charlotte, Dallas, Irvine, Portland, St. Louis

- All of the staff for our proposed team are extremely experienced, having themselves conducted up to hundreds of fire service studies.
 - The President of the firm, with 40 years of fire service analytical experience, would manage the project. He has led all of our fire service assessments.
 - One of the project team members, Robert Finn, is a peer assessor, team leader and technical reviewer for the Center for Public Safety Excellence (CPSE) and began his career as a volunteer firefighter ultimately reaching the level of Fire Chief.
- We are a 'fact based' firm providing detailed data collection and analysis. Moreover, we obtain extensive input from 'stakeholders' in all of our studies, including staff and elected officials and fire service managers.
- We work closely with our clients through interim reports and review meetings.

You will find we that are well positioned to not only meet, but exceed, the expectations of the Town in conducting this important study.

While we are a national firm headquartered in California, we are also incorporated in Florida as a foreign corporation.

We acknowledge receipt of one (1) addenda for this project. If you have any questions, please do not hesitate to contact me at 650-858-0507 or via email at rbrady@matrixcg.net. I can also be contacted at the letterhead address.

Richard P. Brady
Matrix Consulting Group

Richard P. Brady
 President

1 Organization Profile and Qualifications

This section of the proposal provides the qualifications of the project team and completed forms as required in the RFQ.

1. Authorized to do Business in Florida

The Matrix Consulting Group is incorporated in the State of Florida as a foreign corporation and, as a result, authorized to conduct work in the State of Florida.

2. Project Team

The following table provides abbreviated bios for the proposed project team. Richard Brady, the project manager, would serve as the primary point of contact.

Summary of Project Team Qualifications

Richard Brady
President,
Project Manager

Mr. Brady has been providing management consulting services to municipalities for 40 years across all governmental functions, including over 250 fire and EMS studies, department clients, conducting costs and financial analysis, organizational and operational assessments, organizational structure reviews, feasibility studies, technology and equipment reviews, and performance audits.

This includes recent fire department assessments for Auburn (ME), Boston (MA), Chelsea (MA), Dinuba (CA), Falmouth (MA), Grants Pass and Portland (OR) Haverhill (MA), Meridian (CT), North Kingston (RI), Plano (TX), Somerville (MA), Westport (CT) and Wilbraham (MA)

He has a Doctoral Degree from Oxford University and a BA from Cal State, Hayward.

Robert Finn
Senior Manager
Lead Analyst

Robert Finn is a Senior Manager with the firm. He has over 30 years' experience as a public safety manager and consultant. Mr. Finn is a former Fire Chief and has led our fire service consulting practice the past 6 years. He has conducted numerous organizational, staffing, feasibility, operational and performance reviews of fire departments across the country. He has extensive experience developing Standard of Cover documents, having developed the initial document for the City of Southlake that was used as a model for CFAI. He also served as a team leader, technical advisor and peer assessor for CFAI.

Mr. Finn has recently worked on fire and EMS department studies in Auburn (ME), Big Bear Lake (CA), Boston (MA), Butte County (CA), Chelsea (MA), Dinuba (CA), Davenport (IA), Falmouth (MA), Grants Pass

(OR), Lincoln (RI), Merced County (CA), Mesa County (CO), Pacific Grove (CA), Perrysburg (OH), Westport (CT) and Winter Garden (FL).

He holds an MBA and BA in Public Safety Administration from Grand Canyon University in Phoenix, AZ.

Terry Lewis

Senior Consultant
Project Analyst

Terry Lewis is a Senior Consultant with our firm and has over 30 years' experience as a consultant and fire service manager. He worked in all capacities of the fire service including financial management, fire prevention, public education and operations, eventually becoming Fire Chief. Terry also served as a Team Leader, Peer Assessor and Agency Mentor for Departments seeking accredited status from CFAI.

Mr. Lewis was a member of our department study teams for Butte County (CA), Davenport (IA) Matanuska-Susitna Borough (AK), Grants Pass (OR) King William County (VA), Merced County (CA), Mesa County (CO), Santa Paula (CA), Westport (CT) and West Sacramento (CA).

Mr. Lewis has a Bachelor of Science in Fire and Safety Engineering Technology and an Associates in Accounting from the University of Cincinnati.

Ryan Peterson

Consultant
GIS/Data Analyst

Ryan Peterson is a Consultant with the Matrix Consulting Group, specializing in GIS and data analytics. He has over five years of experience in conducting geospatial analysis for local and regional governments, having previously worked for the City of Portland and City of Beaverton, as well as the Tri-County Metropolitan Transportation District of Oregon (TriMet). Mr. Peterson is currently working on fire analytical projects for West Sacramento (CA), Mequon (WI), Atherton (CA) and New Rochelle (NY).

He holds a BS in Geography/GIS from University of Oregon, as well as a GIS Graduate Certificate from Portland State University, and a certificate in programming from the Epicodus School.

Robert and Terry are both experienced fire service professionals and have worked with and led fire departments ranging from volunteer to combination to all career.

Detailed resumes of the senior project team members are provided in the pages immediately following this section.

RICHARD P. BRADY**President, Matrix Consulting Group - Project Manager**

BACKGROUND

Richard Brady is the Matrix Consulting Group's President. Mr. Brady has been a management consultant to local government for more than 40 years. Prior to joining the Matrix Consulting Group, he was the MAXIMUS national Vice President in charge of its local government consulting practice, and before that the managing partner of the California-based management consulting firm of Hughes, Heiss & Associates. The vast majority of his work is in public safety services.

EXPERIENCE AS A FIRE SERVICES CONSULTANT

- Management audits, each of which have included evaluation of all departmental programs, service levels, deployment, staffing and management systems.
 - Alachua County, Florida
 - Americus, Georgia
 - Boston, Massachusetts
 - Bremerton, Washington
 - Burlington, Massachusetts
 - Chelsea, Massachusetts
 - Lansing, Michigan
 - Norwalk, Connecticut
 - Palo Alto, California
 - Polk County, Florida
 - Salt Lake City, Utah
 - Sarasota County, Florida
 - Albany, New York
 - Bellingham, Washington
 - Brattleboro, Vermont
 - Broward County, Florida
 - Charlotte County, Florida
 - Hilton Head Island, South Carolina
 - Newark, California
 - Omaha, Nebraska
 - Peoria, Illinois
 - Reno, Nevada
 - San Rafael, California
 - Yarmouth, Massachusetts
- Developed comprehensive fire master plans for the following clients.
 - Redmond, Washington
 - Monroe, Washington
 - Woodinville, Washington
 - Orange County, California
- Station location studies/plans for:
 - Fort Lauderdale, Florida
 - Hanford, California
 - Fulton County, Georgia
 - Monterey, California

EDUCATION

BA, California State University, Hayward
Ph.D., Oxford University, United Kingdom

ROBERT FINN**Senior Manager, Matrix Consulting Group and Lead Analyst**

BACKGROUND

Robert Finn is a Senior Manager with the Matrix Consulting Group and previously served as the Chief of the Southlake (TX) Department of Public Safety.

EXPERIENCE AS A FIRE SERVICES CONSULTANT

Recent clients for whom Mr. Finn has served as the lead project analyst on fire and EMS service studies include the following (* indicates volunteer personnel):

Anchorage, Alaska	Auburn, Maine
Bedford, New York*	Berlin, Maryland*
Berlin, New Hampshire	Big Bear, California
Billerica, Massachusetts	Butte County, California*
Chelsea, Massachusetts	Cleveland, Ohio
Charlottesville, Virginia	Cooper City, Florida
Davenport, Iowa	Dixon, California*
Estacada, Oregon*	Grants Pass, Oregon
Huntington Beach, California	Jefferson County, Oregon*
Merced County, California	Mesa County, Colorado*
Monterey, California	North Utah County, Utah
Pacific Grove, California	Palo Pinto County, Texas*
Peachtree City, Georgia*	Perrysburg, Ohio
Redding, California	San Antonio, Texas
Santa Paula, California	Springdale, Arkansas
Steamboat Springs, Colorado	Suffolk, Virginia*
Tuolumne County, California*	Yarmouth, Massachusetts

EXPERIENCE AS A PUBLIC SAFETY PROFESSIONAL

Mr. Finn has served at many levels in public safety, including as the following:

- Chief of Fire Services
- Lieutenant of Professional Standards and of Training
- Coordinator of Emergency Medical Services
- Firefighter/Driver/Paramedic
- Volunteer Firefighter

EDUCATION AND TRAINING

He has a Master of Business Administration in Executive Leadership and a Bachelor of Science in Public Safety Administration from the Grand Canyon University, Phoenix (AZ).

TERRY LEWIS**Senior Consultant, Matrix Consulting Group**

SUMMARY OF PROFESSIONAL QUALIFICATIONS

Terry Lewis has over 30 years of experience in the fire service. He began his career in 1980 with the Loveland-Symmes Fire Department in Ohio, where he worked until 1999, advancing through the ranks from Firefighter/Paramedic to Battalion Chief. While in Loveland Symmes, Chief Lewis worked in a variety of capacities including financial management, fire prevention, public education and managing the operations division.

EXPERIENCE**Consultant, Matrix Consulting Group**

Recent fire and EMS service analytical studies include (* indicates volunteer personnel):

Atherton, California	Berlin, Maryland*
Berlin, New Hampshire	Big Bear, California
Billerica, Massachusetts	Butte County, California*
Coconut Creek, Florida	Davenport, Iowa
Dixon, California*	Estacada, Oregon*
Grants Pass, Oregon	Jefferson County, Oregon*
Los Banos, California	Los Lunas, New Mexico
Mat Su Borough, Alaska*	Medina, Minnesota*
Merced County, California	Mequon, Wisconsin*
Palo Pinto County, Texas*	New Rochelle, New York
Steamboat Springs, Colorado	Santa Paula, California
Valley Center, Kansas*	Tuolumne County, California*
West Sacramento, California	Vernon, California
Yarmouth, Massachusetts	Westport, Connecticut

Fire Chief, City of Henderson, Kentucky

Provided overall management and direction of fire suppression and risk reduction services, utilizing 60 personnel covering eighteen square miles and approximately 30,000 customers. Administered an annual operating budget of \$4.5 million along with various capital improvement projects. He has also composed Standard of Cover Documents and developed and served on the Board of a regional hazmat and technical rescue team.

EDUCATION

Bachelor of Science in Fire and Safety Engineering Technology and Associate of Science in Accounting from the University of Cincinnati.

RFQ FORM AProposer: Matrix Consulting Group**QUALIFICATIONS STATEMENT****Note: Forms A, B & C are available in WORD format upon request.*****THIS FORM MUST BE SUBMITTED WITH RESPONSE 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: Matrix Consulting Group, Ltd.
 - 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: Richard Brady, President & CFO; Courtney Ramos, VP & Secretary
2. Please describe your company in detail.
Provision of management and financial consulting services to local government (see Section 1)
3. The address of the principal place of business is:
1650 S Amphlett Blvd #213, San Mateo, CA 94402
4. Company telephone number, fax number and e-mail addresses:
650-858-0507v, 650-397-4050f, rbrady@matrixcg.net
5. Number of employees:
18 full time, 4 part time
6. Name of employees to be assigned to this Project:
4
7. Company identification numbers for the Internal Revenue Service:
05-0545979
8. Provide Broward County occupational license number, if applicable, and expiration date:
N/A
9. How many years has your organization been in business? Does your organization have a specialty?
18; public safety consulting

Lauderdale-By-The-Sea RFQ No. 20-11-01

10. List the last three project of this nature that the firm has completed? Please provide project description, reference and cost of work completed.

Greenwich, Connecticut**Fire Department Response Time Study**

Ben Branyan
Town Administrator
203-622-7700
Ben.Branyan@greenwichct.org
\$76,820 Completed 12/20

The Matrix Consulting Group conducted a fire response time and station location study for the Town. This included an assessment of fire stations and the feasibility of converting a volunteer station to a career station as opposed to constructing a new fire station. The study showed that there were significant differences in department performance in the urban vs. rural areas of the Town and the best option to improve system performance was to convert the volunteer station. Other recommendations included improving call processing and turnout times in career stations and developing community standards for travel time performance.

Mercer Island, Washington**Fire Services Study**

Steve Heitman
Fire Chief
206—275-7960
Steve.heitman@mercergov.org
\$43,000 Completed 10/20

The Matrix Consulting Group conducted a Fire Services Study for Mercer Island to determine the Fire and emergency medical service performance and find opportunities to improve services as well as determine the feasibility of contracting with a neighboring agency to provide services. The study found opportunities to strengthen the false alarm ordinance and invest in training technology enhancements. I also recommended changing shift schedules and adding two additional firefighters to reduce daily overtime demands. Contracting with the City of Bellevue was an option that would save approximately \$100,000 annually and improve efficiency of operations.

Albany, California**Fire and EMS Study**

Nicole Almaguer
City Manager
510-528-5710
nalmaguer@albanyca.org
\$24,750 Completed 09/20

The Matrix Consulting Group conducted a Fire and EMS staffing study for the City of Albany to determine the appropriate staffing required for the Fire Department and identify any organization efficiencies. The study found opportunities to improve call processing and turnout times and the need to change staffing to ensure a company officer was assigned to each shift. Lieutenants were recommended to be reclassified to driver/operators to better reflect their role in the organization. It was also recommended to add a full-time Fire Marshal to oversee fire prevention and an administrative assistant to support the Fire Department.

Lauderdale-By-The-Sea RFQ No. 20-11-01

11. Have you ever failed to complete any work awarded to you? If so, where and why?

No

12. 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 Response for your company, division or unit as appropriate.

Name of Project	Contract With	Contract Amount	Estimated Completion Date	% of Completion to Date
Staffing Study	Christiana Fire Company, Delaware	\$38,800	April 2021	10%
Community Risk Assessment/SOC	Dinwiddie County, VA	\$46,000	January 2021	95%
Fire Feasibility Study	Highland Beach, FL	\$39,500	February 2021	60%
Fire Master Plan	Redmond, WA	\$63,000	March 2021	70%
Emergency Response Study	SABIC	\$409,000	June 2021	40%
Community Risk Assessment/SOC	Stafford County, VA	\$53,000	May 2021	40%

(Continue list as necessary)

13. Provide the following information for any sub-consultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed
None		

The foregoing list of sub-consultants 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.

This section of the proposal provides a list of references that can attest to the quality and depth of our work from projects that included staffing and system performance. Because of space limitations we have provided the requested / required information on the pages following these references and abstracts.

Cooper City, Florida
Fire and Police Feasibility Study

Kathryn Sims
Assistant City Manager
(954) 434-4300 Ext. 291
(954) 372-4250 (Fax)
ksims@coopercityfl.org

The Matrix Consulting Group was retained by the City of Cooper City to examine the feasibility of the City providing police and fire services locally as compared to contracting with the Broward County Sheriff's Office. We worked closely with the City and a City Commission appointed Public Safety Advisory Board to develop assumptions and costs for providing police and fire services locally. The study found that there would be difficulty recruiting personnel to staff the local department and start-up capital costs outweighed any benefit from providing services locally. Ultimately several changes to the contract with the BCSO were recommended to save money and improve the reporting transparency from the BCSO to the City.

Billerica, Massachusetts
**Fire Department Risk
Management Assessment**

Cathleen O'Dea
Assistant Town Manager
(978) 671-0942
(978) 671-0947 (Fax)
codea@town.billerica.ma.us

The Matrix Consulting Group was retained by the Town of Billerica to develop conduct a risk and facility assessment of the Fire Department. Key recommendations included improved data collection and reporting of department performance, increasing engine company minimum staffing to three personnel and creating a Battalion Chief position to oversee shift operations. The project also found that better succession planning was needed in the organization and improvement to how leave is scheduled and utilized are needed. Long term, the relocation of two stations to improve travel time performance was recommended.

Westport, Connecticut
Development of a Strategic Plan

Robert Yost
Fire Chief
(203) 341-5000
(203) 341-1038 (Fax)
ryost@westportct.gov

The Matrix Consulting Group is recently completed the development of a Strategic Plan for the Westport Fire Department related to the current and long-term needs of the Fire Department. Recommendations included changing the deployment model to include utilizing a quint to service a redeveloping area of the Town. Other recommendations included increasing minimum staffing of engine companies to 3 personnel, improving the recording and reporting of response time performance, moving fire prevention to an electronic inspection reporting system and standardizing plan review processes.

Steamboat Springs, Colorado**Fire Department Strategic Plan /
Standard of Cover Study**

Gary Suiter
City Manager
(970) 871-8228
No Fax #

Fred.Wilson@surfcity-hb.org

In this project, the Matrix Consulting Group evaluated organization, staffing and management of this of the Huntington Beach Fire Department as part of the City's General Plan update.

The project also included the Police Department. Recommendations for the FD included establishing locally defined performance objectives, monitoring and reporting agency performance, adding an additional peak hour EMS transport unit, improving the use of line personnel in conducting fire prevention inspections and developing standards for determining when a 9th station would be required to adequately serve the northeastern portions of the City.

RFQ Form B

Proposer: Matrix Consulting Group

REFERENCE FORM

Forms A, B & C are available in WORD format upon request.

***THIS FORM MUST BE SUBMITTED WITH RESPONSE TO BE
DEEMED RESPONSIVE.***

Give contact information for four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFQ:

1. Name of Contact:
 Title of Contact: Email:
 Telephone Number: Fax Number:
 Project:

2. Name of Contact:
 Title of Contact: Email:
 Telephone Number: Fax Number:
 Project:

3. Name of Contact:
 Title of Contact: Email:
 Telephone Number: Fax Number:
 Project:

4. Name of Contact:
 Title of Contact: Email:
 Telephone Number: Fax Number:
 Project:

Proposer: Matrix Consulting Group

Because of space limitations we have provided the requested / required information on the previous pages.

Forms A, B & C are available in WORD format upon request.

Give contact information for four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFO:

- 16

RFQ FORM CProposer: Matrix Consulting Group

Forms A, B & C are available in WORD format upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH RESPONSE 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 Qualifications referenced above ("RFQ") and any other documents accompanying or made a part of this RFQ.

I hereby propose to furnish the goods or services specified in the RFQ. I agree that my response will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the responses.

I certify that all information contained in this response, which includes the Town required RFQ forms A, B, and C, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response 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 Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the response and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this response.

I further certify, under oath, that this response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response for the same product or service; no officer, employee or agent of the Town or any other proposer has a financial interest in said response; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters herein contained and was duly authorized to do so.

If this response is selected, I understand that I will be expected to execute the Town's standard Continuing 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,

Lauderdale-By-The-Sea RFQ No. 20-11-01

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 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.

Matrix Consulting Group
Name of Business

By: Richard Brady
Signature

Richard Brady, President
Print Name and Title

1650 S Amphlett #213

San Mateo, CA 94402
Mailing Address

2 Experience

This section of the Qualifications Statement illustrates the experience of our firm in providing services to communities across the country as well as projects similar to the services sought by Lauderdale-By-The-Sea.

1. Introduction to the Matrix Consulting Group

The Matrix Consulting Group is an organizational and management consulting firm dedicated to enhancing the efficiency and effectiveness of local governments, for their employees and the citizens they serve. Key elements of our approach to working with local governments in general and fire service agencies in particular include:

- We are specialists, not generalists. Each member of our proposed project team has experience conducting scores of fire department reviews. As described later in this proposal we have conducted over 350 fire studies.
- We maximize field time with our clients, typically devoting over half of our project budgets to obtain client input through interviews and data collection.
- We take pride in exceeding expectations in every project.
- We have a strong commitment and record of providing assistance to our clients to implement appropriate solutions to organizational and management issues.
- Our corporate headquarters are in California. We also have offices in Massachusetts, Texas, Oregon, North Carolina and Illinois.
- The contact information for the firm and Project Manager for this engagement is the Firm President.

Richard Brady
Matrix Consulting Group
1650 S. Amphlett, Suite 123
San Mateo, CA 94402
650-858-0507
rbrady@matrixcg.net

- Currently, we have 18 full time and 4 part time staff.

While we provide a wide variety of services to local government, the analysis of public safety (police and fire) services is our largest service area. This is described in the following section of this proposal.

2. Fire Service Analytical Experience

The Matrix Consulting Group has conducted over 350 fire and emergency medical services studies. A summary of the Matrix Consulting Group's fire and emergency medical services analytical experience is provided in the table below (with Florida clients in bold):

Bedford, New York	Estacada, Oregon	Santa Paula, California
Berlin, Maryland	Fort Lauderdale, Florida	Suffolk, Virginia
Big Bear, California	Grants Pass, Oregon	Truro, Massachusetts
Billerica, Massachusetts	Gulf Stream, Florida	Valley Center, Kansas
Boston, Massachusetts	Los Lunas, New Mexico	Vernon, California
Charlottesville, Virginia	Mequon, Wisconsin	West Sacramento, California
Clearwater, Florida	New Rochelle, New York	Westport, Connecticut
Coconut Creek, Florida	Oshkosh, Wisconsin	Winter Garden, Florida
Cooper City, Florida	Provincetown, Massachusetts	Yarmouth, Massachusetts

We are also completing fire studies in **Highland Beach (FL)** and Stafford County (VA).

Recent Community Risk and Standard of Cover studies include the following:

Bellingham, Washington	Big Bear, California	Dinwiddie County, Virginia
Dixon, California	Grants Pass, Oregon	Los Banos, California
Merced County, California	Placer County, California	Steamboat Springs, Colorado
Vernon, California	West Sacramento, California	Westport, Connecticut

Recent Strategic and Master Planning studies for Fire Departments include the following:

Billerica, Massachusetts	Davenport, Iowa	Dixon, California
Los Lunas, New Mexico	Mequon, Wisconsin	New Rochelle, New York
Palo Pinto County, Texas	Raleigh, North Carolina	Valley Center, Kansas

3 Approach to Providing Services

This section of the qualifications statement illustrates our understanding of the project and the plan to complete the required work tasks.

1. Study Background

The Town of Lauderdale-By-The-Sea contracts for fire protection and fire prevention services with the Lauderdale-By-The-Sea Volunteer Fire Department (LBTS VFD). The Fire Department protects a coastal community of 6,300 permanent residents with season fluctuations in the winter that bring the population to over 12,000. Services are provided in an area covering approximately 1.6 square miles from a single fire station that is owned and maintained by the Town.

According to the current contract, the Lauderdale-By-The-Sea VFD is required to maintain at a minimum the following personnel:

- Fire Chief (1)
- Deputy Fire Chief (1)
- Battalion Chief (1)
- Fire Administrator (1)
- Safety Officer (1)
- Fire Inspector (1)
- Training Officer (1)

The Department is required to maintain a sufficient roster of certified firefighters to respond to calls for service. Response is required within 9 minutes of receiving a call 90% of the time. Staffing for response requires a minimum of three (3) personnel, including one (1) driver/engineer and two additional personnel. Two of the three personnel are required to be State certified as a firefighter.

The Department is also required to retain a qualified Fire Marshal to provide plan review services, attend meetings related to Town Codes, fire suppression systems, inspection and fire prevention methods. This position is paid an hourly rate for providing services.

The Town of Lauderdale-By-The-Sea is seeking a comprehensive analysis of the organization and operations of the LBTS Volunteer Fire Department. This assessment will include the following elements:

- Assessment of the regional response system in Broward County, including emergency communications.
- Analysis of response and departmental data.

- Evaluation of the organizational and management structure, effectiveness of the chain of command, support services and community relations.
- Analysis of the effectiveness of initial response and automatic and mutual aid in the delivery of fire services.
- Development of a Community Risk Assessment and Standards of Cover document to illustrate the current capabilities of the LBTS VFD and regional response system to determine the appropriate staffing, unit utilization and deployment strategy to best meet the Town needs.
- Comparison of findings to national and regional service delivery models of other similarly sized fire departments.

The study will be a collaborative effort between the project team, the Town and Fire Department.

The following sections outline the proposed approach by the project team to conduct the Evaluation and Audit of the Lauderdale-By-The-Sea Volunteer Fire Department.

2. Project Approach

Task 1 | Project Kickoff and Conduct Initial Interviews

To fully meet the core requirements of conducting this study – including evaluating current operating environment as well as short term and long-range needs – the project team will need to develop an in-depth understanding of attitudes towards existing service levels and the unique characteristics of programs, community protection needs and services provided by the Volunteer Fire Department. To provide this level of understanding, the project team will accomplish the following:

- Interview the Volunteer Fire Department Leadership to get their views on Fire Department staffing, service issues and improvement opportunities.
- Interview select labor representatives (if any) who function in a lead role.
- Interview elected and appointed Town stakeholders who are critical in developing strong background knowledge for the study, including finance, community planning, human resources and the like.
- Initial interviews will focus on determining individual attitudes toward current fire protection service levels, programs, and community protection needs, including:
 - Adequacy of existing service levels (e.g., response times, call results, etc.).

- Responsiveness to basic community fire protection needs.
 - Perceived gaps or duplication in existing services and service levels.
 - Issues regarding inter-relationships among other regional agencies.
- We will also collect basic documents which "define" the LBTS VFD internally and externally (e.g., goals and objectives, policies and procedures, mission statements, overall service trends, loss statistics, past studies, community plans, zoning maps, inventories, CAD/RMS data, etc.).

TASK RESULT

Based on the results of these interviews and initial data collection, the project team will prepare an internal project team memo, which develops the tasks to be performed, the persons responsible, a timeline and the potential obstacles.

Task 2 | Evaluation of Current Conditions

A key to this analysis is the development of a detailed understanding of workloads and service levels of the Volunteer Fire Department. To develop this level of understanding, we will document and analyze workload and service levels as described below.

(1) Description of the Community Served.

The project team will document basic descriptive information regarding the Lauderdale-By-The-Sea Volunteer Fire Department and the area they serve, including:

- Service area general population and demographics
- History, formation and general description of the Volunteer Fire Department
- Governance and lines of authority
- Organizational design
- Operating budget, funding, fees, taxation and financial resources
- Description of the current service delivery infrastructure

(2) Review of Services Provided.

The project team will work to fully understand the services currently provided by the Volunteer Fire Department and conduct evaluation on these services. Areas to be considered include:

- Review of Fire Department staff distribution and assignment for full-time, part-time and volunteer personnel.
- Review and evaluation of administration and support staffing
- Review staff allocation to various functions in the Volunteer Fire Department
- Review the staff scheduling methodology in the Fire Department
- Review of any current performance goals, objectives and measurements for service delivery for the services provided by the Department.

(3) Review of Community Expectations and Performance Goals.

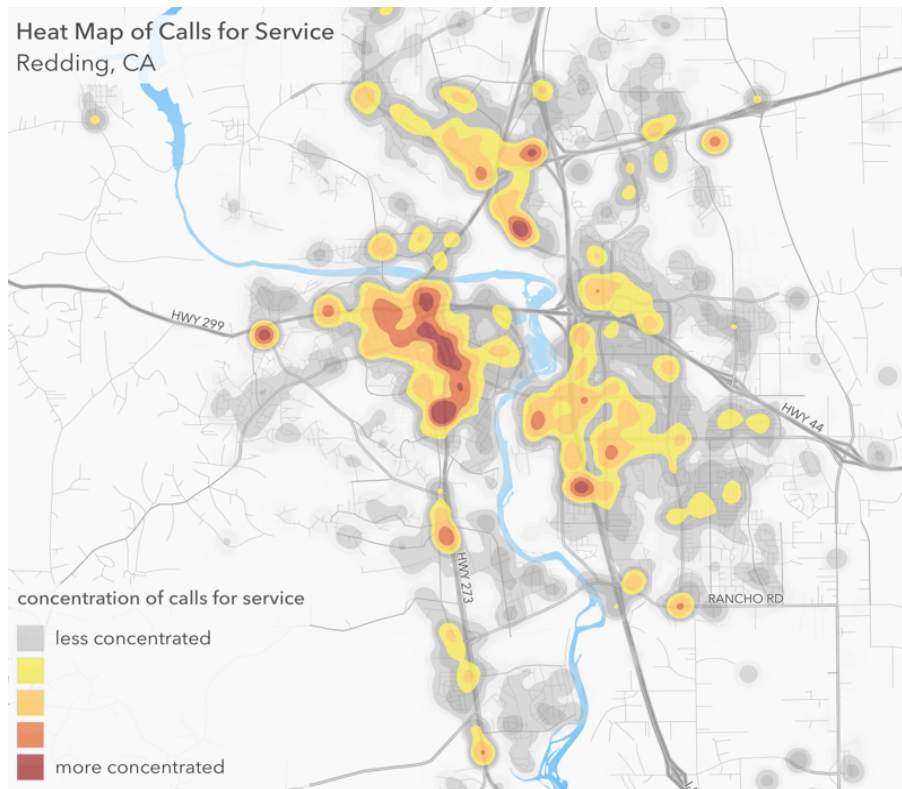
During this portion of the project, the project team will examine and document the historical performance of the Volunteer Fire Department as well as the level of service historically desired by the Town. The service area will be evaluated based on population density and fire management zones to assist in the determine the current performance and develop of future performance objectives. The analysis will focus on the Town as a whole and consider any target hazards that may require a varied response performance standard. This analysis will include seasonal fluctuations to determine if peak seasonal demands change departmental performance.

This information will be used in conjunction with the input received from the internal and external stakeholders to determine the appropriate level of service for each fire management zone identified in the Town.

(4) Develop an Understanding of Current Workload.

The project team will work to understand the current and previous workload and demands on staff of the Volunteer Fire Department by analyzing fire call data.

- Evaluation of the current workload of the Fire Department and how it relates to the community risk, including:
 - A **Demand Study** that will analyze and geographically display the current service demand by incident type and temporal variation



- Development of a table for the common and predictable risk types and corresponding staffing, resource needs and time standards to mitigate these types of emergencies
- Summary of the current available resources

(5) Examine Historical Fire Department Workloads

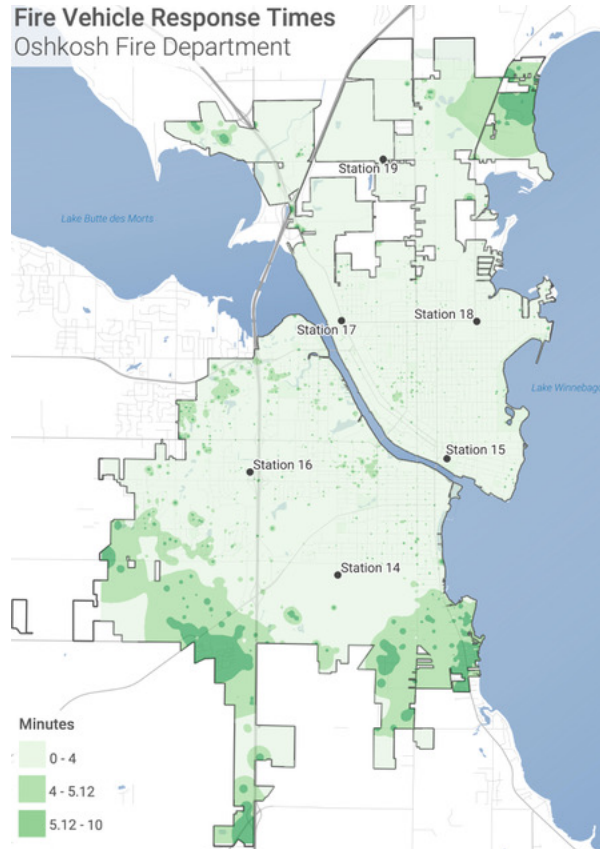
Evaluation of the workload demands regarding the provision of Fire services for the past three (3) years.

- Number of calls for service.
- Average time to mitigate both emergency and non-emergency calls.
- Peak call hours
- Use of mutual or automatic aid partners to mitigate service demands.
- Examination of demand to provide automatic and mutual aid to neighboring jurisdictions.

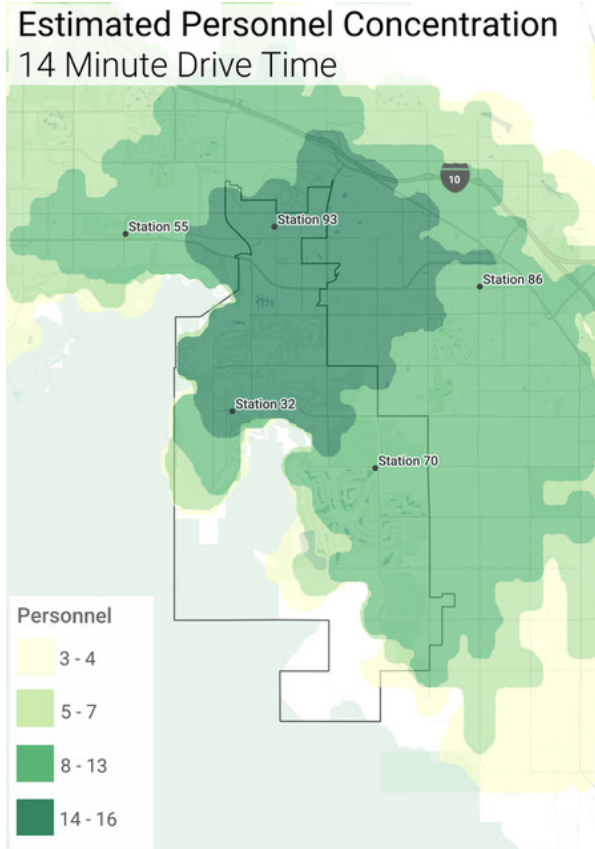
(6) Review of Historical System Performance

The project team will review and make observations in areas specifically involved in, or affecting, service levels and performance. Key areas to be reviewed will include:

- **Distribution Study** – Overview of the current facility and apparatus deployment strategy, analyzed through GIS software, with identification of service gaps and redundancies in initial unit arrival



- **Concentration Study**
 - Analysis of response time capability to achieve a full effective response force for fire calls for service.
 - Analysis of company and staff distribution as it relates to the assembly of an effective response force
 - How automatic or mutual aid partners are used to develop an effective response force and deliver services as part of the response system.



- **Reliability Study**
 - Analysis of current workload, including unit hour utilization of individual companies
 - Review of actual or estimated failure rates of individual companies
 - Analysis of call concurrency and the impact on the ability to assemble an effective response force to respond to fire calls for service.
 - Analysis of actual system reflex time performance both system wide and by individual companies
- Review of current automatic and mutual aid documents to determine the ability of outside agencies to assist in the delivery of emergency services and development of an effective response force.

TASK RESULT

This task will conclude in an interim project report showing the current conditions and capabilities of the Lauderdale-By-The-Sea Volunteer Fire Department. This document will be delivered to the Town and Fire Department to ensure the understanding of the Project Team is factual as the study moves forward.

Task 3 | Establish Performance Objectives

Once the above document has been approved as factual the project team will work to develop an appropriate set of goals and objects for the Fire Department specific to the types of risks identified as probable in the service area. The goals and objectives will be developed with respect to the following:

(1) Performance Objectives and Measures.

- **Distribution** – Initial (first due) resources for risk specific intervention of calls for service.
- **Concentration** – Effective response force assembly, or the initial resources necessary to stop the escalation of the emergency for each risk type

(2) Overview of Compliance Methodology

The project team will work with the management of the Fire Department to develop a methodology to provide continual measurement of future performance. This methodology will include:

- Records Management Systems (RMS) usage policies
- Assignment of oversight responsibilities
- Schedule of assessments
- Review requirements of each assessment type

TASK RESULT

This task will result in the development of performance objectives as well as compliance methodology to ensure the continual measurement of future performance of the Volunteer Fire Department.

Task 4 | Assess the Fire Department Resources and Deployments

Once the various fire service delivery options have been thoroughly evaluated, the project team will have the database to evaluate the current station and response unit network. This task will involve the following approaches for assessing alternatives regarding the fire suppression and emergency medical network:

- Evaluate existing call response and service level policies in light of actual service demand faced by the Fire Department.
- Compare projected call and service demand for the existing field units. Based on the analysis, identify opportunities for changes in resource deployment based on initial and multi-unit response needs.
- Based on an understanding of demand and field unit deployment for fire incidents, evaluate existing company staffing policies, unit deployment and response approaches.
- Evaluate the current and expected use of full-time, part-time and volunteer personnel as well as overtime needed to meet daily staffing requirements of fire units.
- Analyze opportunities to adjust the mutual aid and automatic aid response system in the region.
- Develop projections of staffing and resource requirements for current needs as well as over the next 5 years taking into any budgetary constraints facing the Town.

TASK RESULT

At the conclusion of this task an interim deliverable showing detailed mapping illustrating current staffing issues will be fully analyzed and documented.

Task 5 | Assess the Organizational Structure

In this project task the project team will conduct a full review of the current staffing, organization and governance model as well as the future needs of the Lauderdale-By-The-Sea Volunteer Fire Department, to allow a review against best practices for staffing, deployment and scheduling of Fire operations. The project team will perform detailed analysis of the current and future staffing and deployment needs of the Fire Department to include:

- Are functions placed too high or too low in the Fire Department in relation to their

importance in meeting fire service objectives?

- Are spans of management and supervisory control too broad or too limited?
- Are command and supervisory personnel spending the majority of their time on high priority work and responsibilities?
- Are management and supervisory personnel properly classified in relationship to the type of work they do?
- Do opportunities exist to utilize civilian personnel in selected functions?
- What are the workloads on full-time, part-time, volunteer and civilian staff? Are staffing levels appropriate in the Fire Department based on workload analysis?
- How does the staffing and performance compare to similar municipalities in the Region and Nationally?

During this project task we will develop the recommendations for changes to the staffing, resources, deployment and organizational structure for the Volunteer Fire Department now and into the next five (5) years.

TASK RESULT

At the conclusion of this task the evaluation of management systems, as well adherence to industry best practices will be fully analyzed and documented. Improvement opportunities for organizational design of current and future staffing and deployment plans will be presented.

Task 6 | Development of the Draft and Final Report

Completion of all the tasks listed above will result in the preparation of a draft and final report summarizing issues and study recommendations. This report (draft and final) will consist of the following elements:

- Introduction to explain the scope of work, methods used in the study and will provide an executive summary of key findings and recommendations.
- A detailed list of contacts and interviews conducted by the project team and the format of those interviews.
- Detailed analysis of each study area along with findings and recommendations to allow an audit trail of how the recommendation was developed and the need for change including any savings, cost avoidance or costs for making the change.

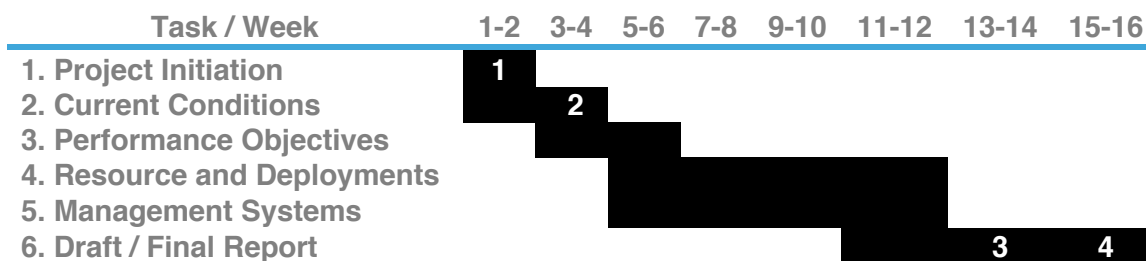
- Identification of a formula to assist the Town and Fire Department in identifying the total number of personnel required for each position given the 24/7 staffing needs of providing emergency services to ensure adequate service levels are maintained.
- Detailed reporting of how the Lauderdale-By-The-Sea Volunteer Fire Department compares with national and industry best practices for similar agencies.
- Analysis of operational and fiscal impacts for all recommendations, including a comprehensive cost-benefit analysis of the impact, to allow Town officials to make informed decisions regarding staffing and both short and long-range costs related to the recommendations.

TASK RESULT

The draft report will be reviewed with the Town and Fire Department while in draft form. Once all reviews and any necessary revisions have been completed and the report is in final form, we are prepared to present the final report at a public meeting if desired.

3. Project Timeline

The chart, below, shows our proposed schedule for completing the project and accomplishing the work tasks described above. As shown in the chart, we propose to conduct the project in 16 calendar weeks. The chart also portrays points at which it is appropriate to have project steering committee and staff review meetings.



4 Additional Information

This section of the Qualification Statement illustrates our project management techniques to ensure the project is completed on time and within the budget set for the project.

Our place in the government consulting industry is based on our experience and our approach to project management and analysis:

- We have completed over 350 fire service staffing, operational assessments and master plans that include all facets of fire, rescue, and emergency medical operations.
- We are specialists, not generalists. Each staff member of our proposed team has experience conducting dozens to hundreds of studies related specifically to fire operations and master plans. Additionally, our team includes members who have served as former fire and public safety chiefs, in volunteer, combination and career departments, which provides an in-depth understanding of local government operations, culture, and challenges.
- Our detailed approach to providing consulting services is client centered, recognizing that each client environment is unique. Our methodology includes:
 - Extensive interviews with staff and external stakeholders.
 - Detailed understanding of the fire, rescue, ems operations and needs.
 - Fact-based analysis of workloads, service levels, and costs.
 - Collaboration with the client as the study proceeds, including obtaining buy-in from staff and stakeholders for our recommendations.
 - Detailed reports and master plans that provide a discussion of our analysis, the recommendations developed and an implementation plan to guide our client in making necessary changes over the planning horizon.

We are known for the depth and insight of our analysis and our client responsiveness. We believe very strongly in the science of our craft. As a result, we approach each project utilizing the following techniques as a baseline:

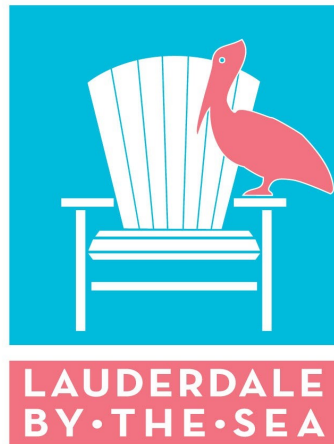
- **Project Management:** One critical success in conducting a project of this complexity in an efficient, timely, and effective approach to project management. The Matrix Consulting Group utilizes project management approaches that assures we have minimum impact on staff and their daily operations, while providing effective coordination of the project. Examples include the development of a project schedule in advance of formal project kickoff, distribution of a data collection after understanding what data is available and coordinating onsite efforts well in advance. All project work activities are defined in advance and tied to each project team member, deliverables, the schedule and the budget. Our

approach to project management keeps all parties apprised of current project status (formally and informally) and when to expect deliverables.

- **Information Gathering:** Equally important to the success of the project are the methods that we will use to collect, analyze, and present information in order to formulate findings and develop and assure acceptance of recommendations. The Matrix Consulting Group has developed and fine-tuned over the years a number of information-gathering tools and techniques that enable us to gather information efficiently and quickly. They include the use of checklists that specify the types of data and other quantitative information we typically seek in order to evaluate workloads; development of interview guides to ensure that we capture the necessary objective and subjective information required to understand each position, process, and major operational areas; and observing current processes to identify strengths and improvement opportunities
- **Interaction:** Continual communication between the client and project team is a critical component of this study. We will conduct numerous interviews with management and supervisory staff and line staff from the Volunteer Fire Department, Town management, elected and appointed officials. Additionally, we will have on-going communication with the Town's project manager and steering committee related to project status and review of project deliverables. Additionally, we dedicate significant time conducting interviews and meetings with a wide variety of stakeholders to gain an understanding of perspectives on current services and challenges.
- **Quality Control:** Our project manager designs and personally reviews all interim and final products before they are delivered to the client. This is done to ensure a quality document and that all services and analytical efforts outlined in our proposal have been fully completed.
- **Implementation:** Our projects result in implementable recommendations and solutions for our clients. We develop an implementation action plan that identifies the resources required for the implementation, degree of difficulty, and a time frame for successful implementation. The implementation action plan is critical, especially for recommendations that include significant capital and reoccurring cost. The action plan will provide strategy and management tools to successfully complete the implementation. Furthermore, our project team will remain available for consultation during the implementation phase.

Our approach to each project results in implementable recommendations, with approximately 85% of recommendations being implemented.

**PROPOSAL FOR A
COMPREHENSIVE EVALUATION AND OPERATIONS AUDIT
OF THE LBTS VOLUNTEER FIRE DEPARTMENT**



December 18, 2020

By:

Management Advisory Group
International, Inc.
2992 Reidville Road
Spartanburg, SC 29301
(703) 590-7250



LOCAL GOVERNMENT CONSULTING

December 18, 2020

Tedra Allen, Town Clerk
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4201
TedraA@LBTS-FL.GOV

Dear Ms. Allen:

Management Advisory Group International, Inc. (MAG) is pleased to present the enclosed proposal, in response to your RFP for a Comprehensive Evaluation and Operations Audit of the LBTS Volunteer Fire Department. We appreciate your consideration.

We offer:

Decades of Consulting Services Experience...

MAG principals and associates have provided professional management consulting services to over 500 local governments in over 25 years in 24 states.

Extensive Fire and Rescue Experience...

Similar fire projects have been completed for many agencies over the years, for public sector agencies of varying size and complexity.

Experience and Familiarity with the Town...

MAG is thoroughly familiar with the Town due to technical assistance provided in a review of fire services previously and our completion of a compensation study for the Town.

Tedra Allen, Town Clerk
Lauderdale-By-The-Sea, Florida
December 18, 2020
Page Two

A Proven Track Record...

You will find that our clients appreciate our hard work and attention to detail.

An Understanding of Your Project...

We have read the RFP very carefully and stand prepared to assist in this important effort. The proposal will remain in effect for 90 days.

An All-Inclusive Methodology...

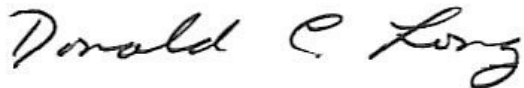
Our approach includes key personnel and officials, with a focus on accurate and reliable data, and judgment based on many years of consulting experience. We will work with key officials and staff at all critical points of the process to achieve the desired outcomes.

A Stable Firm...

MAG principals have provided consulting services for over 25 years. The company as an organization has actively provided consulting services to local governments since 2001. We are active and have the financial resources to ensure completion of your project. MAG is an M/WBE firm. We have had no litigations, claims, disputes, arbitrations, or mediations.

We are very interested in and committed to working with you on this important project. I will serve as Project Manager and point of contact through the contracting process. Thank you very much for your consideration.

Sincerely,



Donald C. Long, Ph.D., President
Management Advisory Group International, Inc.
12730 Fair Lakes Circle, Suite 600
Fairfax, VA 22033
(703) 590-7250

Comprehensive Evaluation and Operations Audit of the LBTS Volunteer Fire Department

TABLE OF CONTENTS

Title Page.....	
Table of Contents.....	
1.0 Letter of Transmittal	
2.0 Work Proposal.....	1
3.0 Qualifications of Firm.....	7
4.0 Qualifications of Personnel.....	14
5.0 Example of Previous Assessments.....	17
6.0 Project Cost	21
7.0 Exceptions to the RFP	21
8.0 References.....	22
Appendices: Resumes	

2.0 Work Proposal

The services described within the RFP are those that MAG principals and consultants have provided to numerous communities through substantial consulting projects. The scope of services is to include:

- Assessment of Fire Rescue services in greater Broward County to understand the environment in key areas such as: mutual aid, automatic aid, technology applications and regional communication system. Analyze internal operations for data collection, data tracking and response times.
- VFD response data will be evaluated and provided.
- Review and evaluate the current organizational and management structure, effectiveness of the chain of command structure, support services and customer service considerations.
- Assess training programs and identify current and future capabilities based on associated risks in Lauderdale-By-The-Sea and mutual aid and/or automatic aid response areas. Evaluate programs to enhance firefighter safety, and increase efficiency and effectiveness with an emphasis on safety and customer service.
- Conduct an analysis of the effects derived from regional mutual aid and potential automatic aid agreements, regional response capabilities, and anticipated response time impact related to the delivery of fire-rescue services.
- Conduct a community “Standards of Cover” study addressing deployment and non-deployment components for the volunteer fire department with identification of the right-sized organization (staffing and unit utilization) to meet Town needs while considering national standards, benchmarks, specific community needs and requirements, costs, best practices, and accepted and proven methodologies.
- Work with the Town and the VFD to obtain management’s input on the findings and recommendations.
- Review VFD performance relative to national and regional models and to other similarly situated municipalities.

A report of findings and recommendations is to be provided within a three (3) month period.

2.1 Overall Approach

This type of study is best undertaken through a cooperative effort that includes extensive feedback and discussion of issues, cost factors, and desired outcomes. This can be accomplished through structured personal interactions with key officials and personnel, and interested and informed parties. MAG's project teams are experienced in working with officials, administrative staff, operations staff, and local representatives in our projects and are able to create the most appropriate mechanisms for input.

Generally, the first portion of the study will include a documentation of the issues and existing operations. This documentation and analysis will provide a base of information upon which recommendations for action will be based. MAG will meet with key budget and administrative staff in a cooperative data gathering work effort.

The second major portion of the study will be to create a series of recommendations that will focus on the critical scope of work items for the study. Recommendations will be balanced between the desired level of services and the cost-effectiveness of delivering those services. MAG is sensitive to the demands of emergency services and the limitations of public funding for critical services.

The third major portion of the scope of work is the preparation of a report that includes a plan of action. This will include time lines for action, responsibility for ensuring that actions are taken, and any fiscal impact anticipated as a result of the plan.

2.2 Methodology

PHASE I: INITIATE PROJECT

TASK 1.0: INITIATE PROJECT

Objectives:

- Gain a comprehensive understanding of the project's background, goals, and expectations.
- Identify, in greater detail, specific objectives for the review, and assess how well this initial work plan accomplishes those objectives.
- Establish a mutually agreed-upon project work plan, time line, deliverables, and monitoring procedures that will lead to the successful accomplishment of all project objectives.
- Collect and review existing operational data, information, agreements, relevant policies and procedures, and any prior studies, audits, or reports.

Activities:

1.1 Meet with VFD and Town management, project management, key staff and others to establish working relationships, make logistical arrangements, and determine communication lines.

1.2 Discuss the objectives of the project. Identify policy and issue concerns to be addressed during the review.

1.3 Obtain pertinent reports and background materials relevant to the review, such as:

- organization charts and historical staffing data and deployment data;
- descriptions of staffing and deployment in meeting service demands;
- location and description of facilities and equipment;
- description of the current service delivery system and organization;
- demographic and other data related to community growth;
- capital and operational budgets;
- funding data.

1.4 Finalize the:

- data collection approach;
- interview plan and tentative schedule and interview guide; and
- interim milestones and deliverables.

Deliverable:

- Revised project work plan and time line as needed.

PHASE II: OBTAIN STAKEHOLDER INPUT

TASK 2.0: CONDUCT LEADERSHIP INTERVIEWS

Objectives:

- Identify expected service levels.
- Identify views of officials concerning the operations.
- Identify gaps in existing service levels and any new priorities in mission.
- Develop a list of perceived strengths and weaknesses with respect to service delivery.

Activities:

- 2.1 Work with the Project Manager to finalize the interviewee list.
- 2.2 Draft a comprehensive interview guide.
- 2.3 Establish a final interview schedule that is convenient to all parties.
- 2.4 Conduct interviews as scheduled.
- 2.5 Summarize and analyze interview results.
- 2.6 Develop summary report of interviews.

Deliverable:

- Feedback to the project manager on interviews regarding expressed views towards service levels, and perceived strengths and weaknesses, and related issues.

TASK 3.0: CAPTURE INPUT FROM OPERATIONAL PARTICIPANTS

Objectives:

- Identify concerns and satisfactions at the operating department and staff level.
- Identify ideas for Fire/EMS service delivery issues.
- Identify strengths and weaknesses that may exist in the community.

Activities:

- 3.1 Develop interview questions. Include questions on staffing, operations, facilities, and service level focused issues.
- 3.2 Conduct interviews with key participants.
- 3.3 Conduct interviews with a representative number of staff in the departments.

3.4 Capture critical data in reference to the key RFP issues.

3.5 Review feedback obtained from these interviews.

Deliverable:

- Summary of interviews and issues raised, with analysis to be used as part of the facilitation process and development of the draft and final reports.

**PHASE III: PREPARE ANALYSES AND
DEVELOP CORE STRATEGIES**

TASK 4.0: EVALUATE AND PREPARE INITIAL RECOMMENDATIONS

Objectives:

- Build a series of recommendations focused on study objectives.

Activities:

- 5.1 Review all input and consensus determinations.
- 5.2 Assess in reference to best practices and desired outcomes.
- 5.3 Assess critical operational components in light of data, input, and consensus determinations.
- 5.4 Review the services delivery system in context of the environment.
- 5.5 Develop and provide recommendations on RFP noted issues.
- 5.6 Provide a draft report on the results of all previous tasks. The report will contain:
 - executive summary of findings and recommendations;
 - a statement of study objectives, scope, and methodology;
 - findings for the various tasks; and
 - specific report recommendations;
 - a plan and time frame for implementation.

Deliverables:

- A draft report.

TASK 6.0: PREPARE A FINAL REPORT AND PLAN

Objective:

- A final plan that identifies the critical action steps to ultimately achieve the recommended outcomes.

Activities:

- 6.1 Discuss draft report findings and recommendations.
- 6.2 Receive and review technical feedback on the draft.
- 6.3 Make technical adjustments to the draft to produce a final.

Deliverable:

- A final report that recommends action steps needed, to include the specific action required, the assignment of responsibility, the timing of the action, and estimated cost impact of each action.

Deliverables:

- Final Report

3.0 Qualifications

Over the past 25 plus years, MAG principals have successfully managed more than 500 client engagements in 24 states. Our organizational mission to assist local governments is supported by our capacity to deliver a range of services that includes operational audits, and related research. Our consultant services are supported by a full complement of support staff personnel, office space, and technological equipment required to meet our clients' needs.

MAG is an active organization, and manages multiple projects at any one time. We typically have 12-17 open projects at various stages of completion. The services we provide include:

- ◆ fire and EMS studies;
- ◆ compensation and benefits studies;
- ◆ management and organizational reviews; and,
- ◆ program evaluation.

3.1 National Corporation

MAG was incorporated in 2001 in the state of Florida. Administrative functions are handled in our Virginia office in Fairfax. Dr. Long is in the Greenville, SC area office.

Our work projects have included all areas of the country. MAG is dedicated to providing the most creative yet practical solutions to the challenges organizations face in both the public and private sector.

Within the last three years, projects have been completed in Virginia, Texas, Louisiana, Michigan, Tennessee, Virginia, South Carolina, North Carolina, Georgia, Alabama, Kentucky, Florida, Missouri, Oklahoma, Pennsylvania, Delaware, Washington, Wisconsin, and Kansas.

3.2 Business Stability/Specific Experience

MAG principals have provided consulting services for over 25 years, originally with Mariscal and Company of Washington, D.C., Long Associates (12 years), David .M. Griffith and Associates (now Maximus) in Chicago, Illinois (5 years), and with MGT of America of Tallahassee, Florida (5 years). As an organization, Management Advisory Group has actively provided consulting services to local governments since 2001.

3.3 Independence and Objectivity

MAG is able to assure you of its independence and objectivity. The project team members have no formal or informal relationships that would impact on the unbiased review for this project.



Emergency Services Project Experience

MAG has a detailed understanding of local government operations and the environment within which they must operate. Our projects have included a mix of paid and volunteer departments.

- **A 2019 station location study for Hall County, Georgia, north of Atlanta.** The focus of the study was to evaluate anticipated and future station locations for the delivery of both fire and EMS services to the community. Paramedic level EMS service is provided by the County, while the City of Gainesville provides fire and EMT level EMS service. Station locations for the next 10 years were prioritized and geographically identified, along with estimated costs. Presentations were made to commissioners individually.
- **A study for the state of Virginia Department of Fire Programs** to develop a model study format for technical assistance to local government fire departments. This model is currently being used by the state of Virginia to conduct fire department operational studies for local governments.
- **An EMS Evaluation of Charleston County, South Carolina Emergency Medical Services and Emergency Management functions.** This study resulted in a reorganization of EMS, a change in the rank structure and deployment approach, and a series of recommendations designed to improve the delivery of EMS services. The end result was to enable EMS to deliver an improved level of services at a similar level of cost. The Chief Deputy County Administrator indicated during a three hour presentation that, “this is a great piece of work”.
- A 2017 staffing study for the **City of Colleyville, Texas** Fire Department, designed to address substantial overtime issues at stake.
- **An Evaluation of Emergency Services Capital Needs for Douglas County, Georgia.** This county, adjacent to the City of Atlanta, requested analysis of station locations and capital needs for the next 10 years. While the department sought \$16 million in capital needs, Dr. Long prioritized the needs to a \$9 million level. The report was used to assist the County in its referendum for a sales tax.
- **A study of the City of Alexandria, Virginia (200+ staff) Fire/EMS Department (adjacent to Washington, D.C.)** concluded with a Council presentation. This was a comprehensive review of administrative functions with a benchmarking analysis of similar departments.

-
- **A Fire and EMS operations audit study of Travis County, Texas services.** The study included all operational components, administrative functions, and short and long term methods to evaluate the potential for integrating the fire and EMS services offered (and contracted) by the City of Austin with the various fire departments within Travis County. This was a comprehensive and substantial review of complex functions and interactions between multiple organizations.
 - **An Integration Study of fire and EMS services for Indian River County, Florida.** The study focused on organizational structuring, training requirements, policies and procedures, and specific steps related to implementing a consolidated organization. There are about 45 dual certified employees who worked their way through an apprenticeship program to confirm their skills.
 - **A fire and EMS Master Plan Study for Highlands County, Florida,** in which 14 separate fire departments provided service to the community. A new position of Emergency Services Coordinator was established to ensure coordination of policy development and administration, hiring and certification for volunteer firefighters, and coordination of protocols. The volunteer structure was retained in full.
 - **An in-depth Study of EMS Services provided by Broward County, Florida,** in the greater Fort Lauderdale area. The study involved 27 municipalities and focused on costs of providing services under six different and unique models of service. The study was used as a basis for evaluating long-term change in the south Florida communities constituting one million population.
 - **A Fire/EMS Performance Audit of the Clearwater, Florida Fire and Rescue Department.** This was a comprehensive review and assessment of capabilities of Fire and EMS services provision, in a highly charged management environment. A new management team was installed, along with a new organizational structure.
 - **A Fire/EMS Services Study for the Village of Wellington, Florida,** included an analysis of the fire rescue service delivery systems for this fast growing community in South Florida. Fire services were delivered by a fire rescue district that requested funding in the amount of \$3.9 million. The study resulted in a negotiated amount of \$3.4 million for the same services. Over \$500,000 was saved by this community due to the study results.
 - **A Fire/EMS Performance Audit of the City of Round Rock, Texas, located in the Austin area.** This performance audit focused on all department operations, resulting in a major reorganization, new station locations, and substantial policy changes. There was a rank reorganization and long-term savings.

-
- **An update study for the City of Round Rock, Texas** which provided a review of the status and accomplishment of goals and objectives established in the initial study. In addition, a comprehensive review of a major community fire was conducted, resulting in further operational recommendations for the future.
 - **An operations audit and compensation study of Travis County, Texas Emergency Services District (#6) fire and EMS services.** The study included all operational components, administrative functions, and short and long term methods to integrate the volunteers into the paid organization. As a follow-up engagement, the District Board hired MAG to assist in an executive search for a new Fire Chief.
 - **A Fire/EMS Master Plan study for Sedgwick County, Kansas.** This county surrounds the City of Wichita. The study included all phases of emergency services department operations. Special consideration was made of NFPA standards, staffing requirements, and station relocation issues. Several major alternatives were established that included short and long-term costing implications. The study concluded with a three hour workshop presentation to the County Commission.
 - **A 2016 fire study for the City of Johns Creek, Georgia** to perform a comprehensive review of the current service delivery strategy for the provision of fire and rescue services in the City; review the potential for continued/expanded use of mutual/automatic aid agreements; consider alternate emergency service deployment methods; examine existing fire station locations to include relocating fire station(s), eliminating fire stations or locating new fire stations; review the use of substations/partnering with existing facilities such as Emory Johns Creek Hospital; and, review and consider any creative or alternate ideas that would provide a solution to perceived service delivery inequity.
 - **An emergency services review for Prince George County, Virginia.** This study resulted in 50 recommendations for station locations, future staffing, equipment and apparatus. MAG worked with appointed officials, emergency services management, and staff to develop a plan that will be implemented over the next 7-10 years.
 - **A February 2015 Fire/EMS Review of the City of University City, Missouri, located in the St. Louis area.** This review focused on the opportunity for both short and long-term savings. The analysis focused on scheduling and staffing of cross trained firefighter/paramedics.
 - **A Study of Fire and EMS services in the Dayton, Ohio area for 29 cities.** The study resulted in the development of a Council of Governments organization, in which members are now able to take advantage of large scale purchasing, as well as greater coordination of inter-agency resources.

-
- **A Fire Services Master Plan for Georgetown County, South Carolina**, to develop a master plan for Fire Services for the fast-growing Charleston-area county government. Fire services were provided through 12 fire stations. The study recommended re-deployment of personnel and apparatus to more effectively provide services. A reorganization of services resulted in the provision of a higher level of services for the same cost.
 - **A Master Plan for the City of Franklin, Tennessee**, a suburb of Nashville. Franklin is one of the fastest growing communities in the country. Major issues included staffing, apparatus, and station location needs for the future. A major reorganization was developed that enabled the City to use the cost savings to fund the staffing needs for a future station. A positive impact on ISO ratings will occur with implementation of the study recommendations.
 - **A fire and EMS study for South Haven, Michigan**. The study was an analysis of the feasibility of consolidation of the fire and EMS services for several communities in the state of Michigan. The communities went forward with a recommended implementation plan to consolidate. They consolidated their services under an umbrella organization that was phased in over time.
 - **A fire and EMS study for Auburn Hills and Rochester Hills, Michigan**. The study evaluated the potential for consolidating fire and EMS services for two communities in the Detroit, Michigan, area. These cities were advised that a consolidation could technically be accomplished; however, cost savings/avoidance was minimal, and the consolidation did not move forward as a result of findings.
 - **An Audit of Fire Services in Oconee County, South Carolina**, where over 400 volunteer firefighters work within the fire system. Major changes included training, the dispatch function, and funding mechanisms.

- **Selected Other Performance Audits for Local Governments**

- Public Safety (police/fire) Department audit for the City of Sikeston, Missouri.
- Reorganization for the City of East Providence, Rhode Island.
- Diagnostic review for a management study of Johnston County, North Carolina.
- Organizational study for Florence County, South Carolina.
- Organization and management study for Sumter County, South Carolina.
- Strategic planning assistance for the Commonwealth of Puerto Rico in a review of the tax collection and revenue distribution agency.
- Organizational evaluation in Palm Beach Gardens, Florida of all City departments regarding efficiency, organization structure, and staffing.
- Efficiency analysis of Hillsborough County Civil Service Board, Florida to identify operational and efficiency improvements.
- Operations and efficiency audit for the City of Palm Bay, Florida of all City departments.
- Incorporation feasibility study in Key Biscayne, Florida of the community establishing itself as an incorporated municipality.
- Tax analysis and revenue planning study for the Village of Wellington, Florida in the review of alternative tax strategies, resulting in a significant adjustment to the method of financing the government.

Partial Client List for MAG

Alachua County, Florida	Baltimore County Public Schools, Maryland
Baltimore County Community College, Maryland	Bastrop County, Texas
Black Hawk College, Illinois	Brevard County Sheriff's Office, Florida
Brevard County, Florida	Broward County, Florida, Sheriff's Office
Broward County, Florida	Charleston County, South Carolina
Carson Products, North Carolina	Charlotte County, Florida
Charleston Housing Authority, South Carolina	Cherokee County, North Carolina
Chatham County, North Carolina	Citrus County, Florida
Chester County, Pennsylvania	Citrus Hills Investment Corporation
Citrus County, Florida, Sheriff's Department	City of Acton, Massachusetts
City of Grand Prairie, Texas	City of Altamonte Springs, Florida
City of Amesbury, Louisiana	City of Atlanta, Georgia
City of Asheville, North Carolina	City of Baton Rouge, Louisiana
City of Bal Harbour, Florida	City of Belle Glade, Florida
City of Bay Harbor Islands, Florida	City of Boynton Beach, Florida
City of Belleview, Florida	City of Bowling Green, Kentucky
City of Brooksville, Florida	City of Brownsville, Texas
City of Cape Coral, Florida	City of Casselberry, Florida
City of Cayce, South Carolina	City of Chesapeake, Virginia
City of Cocoa Beach, Florida	City of Colonie, New York
City of Columbia, Missouri	City of Cooper City, Florida
City of Coral Springs, Florida	City of Dania, Florida
City of Davie, Florida	City of Daytona Beach, Florida
City of Destin, Florida	City of Dover, Delaware
City of Eustis, Florida	City of Dunedin, Florida
City of Greenacres, Florida	City of Fairborn, Ohio
City of Hammond, Louisiana	City of Gulfport, Florida
City of Holly Hill, Florida	City of Highland Beach, Florida
City of Indian River Shores, Florida	City of Hollywood, Florida
City of Johnson City, Tennessee	City of Jacksonville Beach, Florida
City of Kalispell, Montana	City of Juno Beach, Florida
City of Lake Park, Florida	City of Kenosha, Wisconsin
City of La Porte, Texas	City of Lake Worth, Florida
City of Oak Ridge, Tennessee	City of Mount Dora, Florida
City of Oklahoma City, Oklahoma	City of Mount Pleasant, South Carolina
City of Palm Bay, Florida	City of Naples, Florida
City of Pascagoula, Mississippi	City of Ocala, Florida
City of Pointe Coupee, Louisiana	City of Ormond Beach, Florida
City of Portsmouth, Virginia	City of Pantego, Texas
City of Riviera Beach, Florida	City of Pembroke Pines, Florida
City of San Francisco, California	City of Port Orange, Florida
City of Sarasota, Florida	City of Richmond, Virginia
City of Satellite Beach, Florida	City of Safety Harbor, Florida
City of Sevierville, Tennessee	City of Sanibel, Florida
City of Stuart, Florida	City of South Daytona, Florida
City of Tamarac, Florida	City of Tallahassee, Florida
City of Wilton Manors, Florida	City of Wellington, Florida
Collier County, Florida, Sheriff's Office	City of Williston, Florida
Dallas Independent School District, Texas	City of Winter Park, Florida
Dougherty County, Georgia	Corpus Christi Airport, Texas
Fairfax County Public Schools, Virginia	Davidson County, North Carolina
Florida Department of Citrus	Escambia County, Florida, Utilities
Haywood County, North Carolina	Florida Community College at Jacksonville
Huntsville City Schools, Alabama	G.E.O. Services, Inc
Jacksonville, Florida, Transportation Authority	Hernando County, Florida
Lake County, Florida, Sheriff's Office	Iberia Parish, Louisiana
Lee County, Florida, Tax Collector	Lake County, Florida
Manatee County, Florida	Lake Worth, Florida, Utilities
Marion County, Florida, Tax Collector	Levy County, Florida, Property Appraiser
New Hanover County, North Carolina	Los Angeles Housing Authority, California
Nez Perce Indian Tribe, Idaho	Marion County, Florida, Sheriff's Office
Newport News Public Schools, Virginia	Massachusetts Community Colleges, Mass.
North Carolina Department of Juvenile Justice	Northampton County, Virginia
North Miami, Florida	East Baton Rouge, Louisiana
Orange County, Florida, Public Schools	North Miami Beach, Florida
Palm Beach County, Florida Clerk of the Circuit Court	Okaloosa County, Florida
Palm Beach County, Florida, Sheriff's Department	Ouachita Parish, Louisiana
St. Johns County, Florida, Property Appraiser	Palm Beach County, Florida, Schools



4.0 Statement of Qualifications and Personnel

Management Advisory Group fully understands the importance of assigning a highly experienced and qualified team. The team must fully understand the complexities of services at the local government level. Brief biographical sketches outlining the relevant experience of our consultants are included here as well as our proposed organizational structure for the team assigned to this project. Resumes are provided in later proposal sections.

Project Director: Donald C. Long, Ph.D. Dr. Long has over 25 years of consulting and local government experience and has directed or participated in over 250 management and research engagements. For several years, he directed a major productivity improvement program for Broward County, Florida. He has completed numerous studies of fire and EMS organizations. He possesses a Ph.D. in Public Administration and Finance from Florida Atlantic University. Dr. Long has conducted numerous studies where budget concerns were a critical component and labor groups were involved in the process.

Project Consultant: David Matthew. Chief Matthew has nearly 35 years of public safety experience in Kansas, California and most recently in Mississippi as a Transitional Fire Chief.

Chief Matthew earned a Master degree in Security Studies from the Naval Postgraduate School and Bachelor's Degree in General Studies from Wichita State University (WSU). He graduated from the National Fire Academy (NFA) Executive Fire Officer Program (EFOP) and has attained the Chief Fire Officer (CFO) designation from the Center for Public Safety Excellence (CSPE).

As an Educator, Matthew has delivered over 4,000 hours of training to responders over 34 different states and three countries. He is a current instructor and developer for the Incident Management and HazMat/WMD curriculum. He serves as a Subject Matter Expert (SME) for the Department of Homeland Security (DHS) conducting course reviews and evaluator for major exercises including Vibrant Response and Urban Shield.

Since 2013, David has been active in conducting research efforts designed to improve responder capability and public safety. He delivered TEDx styled presentations at the Executive Fire Officers Symposium and speaker at national conferences including CPSE Excellence Conference and Fire Rescue International in 2019. Currently putting theory into practice offering Transitional Fire Chief Services.

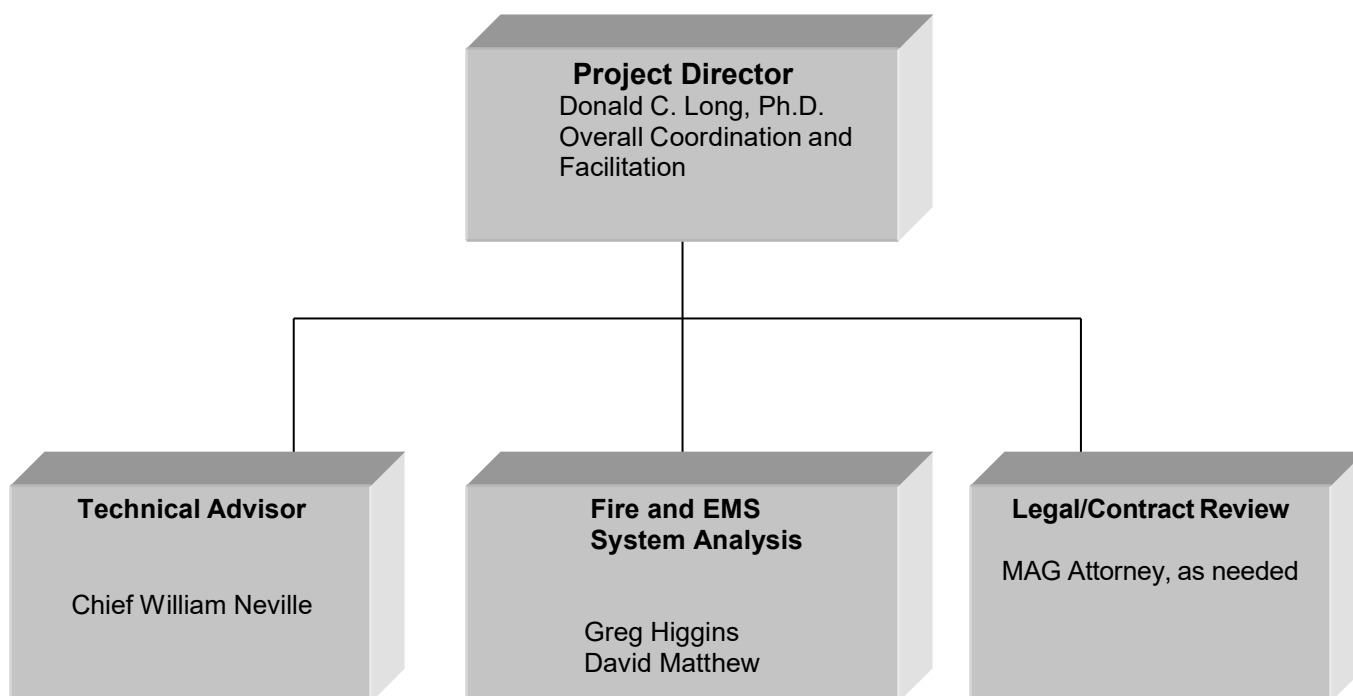
Project Consultant: Gregory S. Higgins is a veteran of the fire/EMS service, and has served as a Texas Licensed Paramedic for the past 40 years. He served as a Paramedic Field Officer for 10 years where his responsibilities included duties as one of the city's Infection Control Officers, responding to all major incidents. He assisted in developing policy, procedures and protocols for EMS, medical response to hazardous materials incidents and infectious, contagious and communicable diseases. Mr. Higgins has served as an instructor in fire, EMS, hazardous materials and WMD and was a member of the Emergency Marine Response and Hazardous Materials Teams as well as serving on the Fort Worth Police Department SWAT team as a tactical medic for ten years.

Over the years he has worked for several Texas EMS agencies that provided service to rural, small and large cities and maintains his state EMS certification. During the 80's and again in the mid 90's, he assisted during reviews of the Fort Worth area EMS system which led to a significant improvement in the system. He has responded and worked at several national disasters and incidents as an EMT/Paramedic including the Wichita Falls, TX tornado, the Branch-Davidian Incident (Waco, TX), the Oklahoma City bombing and most recently, Hurricane Harvey as a COM-L.

Mr. Higgins continues to work as a consultant, training local, state and federal agencies in EMS, hazardous materials and WMD, as well as course development, reviews and instructor audits.

Project Team Technical Advisor: Chief William Neville. Chief Neville has 40 years of experience in fire and EMS services at the local government level as a firefighter, as a manager at the highest levels, and as a management consultant. He is recognized by his peers as one of the outstanding contributors to the field, having served as Chief of Staff for the Los Angeles Fire Department, as Assistant Vice President for the National Fire Protection Association (NFPA), and as Superintendent at the National Fire Academy. Under contract to Federal Emergency Management Agency/United States Fire Administration, he completed an updated, simplified version of a Fire Service Master Planning Guide. He has completed, either as the prime contractor or as a subcontractor, dozens of fire service planning projects across the country. He is highly active in evaluating fire/EMS departments across the country and has committed to assisting in the proposed study. Chief Neville brings a lifetime of knowledge of fire/EMS service operational requirements and best management practices recognized within the nation.

EXHIBIT 4-1
ORGANIZATIONAL STRUCTURE



Schedule

We are prepared to begin the project immediately and to provide a report within three (3) months of contract agreement. This anticipates effective scheduling, participation by all involved parties, provision of requested data in a timely manner, and reasonable review time.

5.0 Example of Previous Assessments

One of the many projects conducted by MAG is a study for Travis County, Texas. It is too substantial to include within the proposal itself. **The following is the Executive Summary:**

Scope of Work

Travis County requested Management Advisory Group, Inc. to review the existing and proposed performance and cost of pre-hospital EMS services provided to Travis County by the City of Austin and make recommendations for EMS performance metrics, aero and ground ambulance operations and transport, and cost of services, including current financial formulas for determining County costs. The County has also sought recommendations on performance measurement, dispatch, training, and the current Interlocal Agreement for the provision of pre-hospital EMS services. The full scope of work is detailed in Section 1.0.

Approach and Methodology

The methodology included substantial data and document review, extensive discussions with County and ATCEMS management and staff, and meetings with Emergency Service Districts, municipalities, and emergency services groups. The analysis included consideration of best practices in the field and a survey of selected agencies to determine how certain practices may be applied to Travis County. Section 2.0 more fully describes the approach and methodology used in the study.

Current EMS Environment

Of the \$43 million ATCEMS budget, the current Interlocal Agreement compels the City of Austin to provide EMS services for about \$11.8 million in consideration from Travis County. This annual contractual amount has increased 47% since 2005. The County is not able to control City costs, most of which are personnel costs (86% of budget). The average actual salary for Paramedics within ACTEMS is slightly over \$53,000 per year. Further, the Interlocal Agreement has no performance criteria, accountability, or penalties for non-performance. A revised Agreement is provided in Appendix A.

The net per capita cost for EMS services, after “backing out” EMS transport revenues captured by both jurisdictions, appears to be higher in the County (by 81%) than in the City, as described on pages 3-7 and 3-8.

In terms of EMS services provided, upon arrival at a scene, ATCEMS has demonstrated a high quality of pre-hospital medical care through its appropriately trained personnel. Of concern is the matter of timeliness of response, as data has indicated that response times in the County are much greater than in the City (over a seven minute differential in 2010). City data indicates that ATCEMS is only meeting a 60% response level for the time goals established for the County areas. This is true even though response time goals are less demanding in the Suburban areas of the County than in the Urban defined area.

For the proposed Interlocal Agreement exhibit for finances (Appendix B), it is recommended that population in the County and the City be used to establish the share of EMS system costs. This is a defensible approach that would reduce the County’s current annual obligation by \$1.5 million. By using population as an “EMS Services Multiplier” (rather than the current “Personnel Multiplier”, the County’s share of costs is reduced from approximately 26% to approximately 22%. The recommended Agreement also fully addresses performance criteria and accountability factors.

The current service model has been in place for 34 years, and any suggestions to modify the basic relationship will be harshly criticized by those with a vested interest in the status quo. However, the current EMS service delivery model suffers from substantially increasing expense, response times that are much greater in the County than in the City, lack of cost controls and performance criteria, lack of accountability for lack of performance, and a provider/client relationship that is not balanced. Many County staff and officials believe they have been treated as “second class citizens” by the City in the contractual relationship. A variety of factors (increasing contract costs, not meeting response time standards) have led to this point in time as a time for change.

Best Practices Review

Section 4.0 includes a wealth of information on various EMS systems, including analysis from the Committee on the Future of Emergency Care in the United States Health System (formed by the Institute of Medicine, or IOM). One of the findings of best practices reviews in the EMS field is reflected by the conclusion of one of the surveys, that, “When you have seen one EMS system, you have seen one EMS system”. That unique perspective points to the diversity of models, approaches, and service orientations that exist across the country. There is no federal agency dictating specific

models or approaches to governance, source of funding, organizational relationships, staffing, communications, or any of the many aspects of pre-hospital care. MAG surveyed six systems that involve a major metropolitan area and/or possible involvement of local surrounding jurisdictions or the county: four in Texas and two in other states. All systems monitor performance and use specified response times as part of their measurements. Of the four county-wide systems described above, three use contract agreements with local jurisdictions, such as fire departments or EMS districts, to provide first response and/or ambulance transport. Of these four systems, none contract with private providers for response or transport.

Recommended Model of Organization

MAG identified four (4) major organizational options for providing EMS services within the County portion of Travis County. They include:

1. Status Quo – Utilizing ATCEMS for EMS ground ambulance transports; and/or
2. Establishing a Unified County Fire Rescue Services Organization; or
3. Establishing a County Operated EMS Department; or,
4. Obtaining a New Contracted EMS Provider.

A universal aspect of the four (4) service options and operational enhancements is that all Options, Operational Enhancements, and the “Pilot Project” (to provide Fire Based EMS Ambulance Services) would:

- ./ require establishing Response Time Standards;
- ./ require establishing Response Coverage Areas;
- ./ attempt to control costs;
- ./ improve upon County controls over the service and system, through the establishment of performance standards, service goals and guidelines; and,
- ./ include the employment of a County EMS Medical Director for medical leadership and oversight of the County EMS operations.

And, with the exception of the Status Quo (utilizing ATCEMS for EMS ground ambulance transports), all other options (2, 3, and 4) would:

- ./ require hiring a County EMS Chief;
- ./ require hiring a County EMS Medical Director;
- ./ improve services in the County areas due to more direct County control over EMS operations; and,
- ./ allow for ALS Paramedic or Intermediate Life Support (ILS) First Responders.

The reader will see in Section 5.0 that the recommended model of organization for both the short-term and long-term (15 years) is that of a Unified Travis County Fire Rescue Department. The organization would be funded through general County-wide taxation and managed at the County level by a Fire Rescue Chief. Emergency Service Districts would be eligible to participate and become part of the County organization, and adhere to County policies and performance standards. This model does not create an additional layer or form of government such as an ESD #15. The County's current control (or shared control) of facilities and ambulances puts it in a strong position to move forward with a comprehensive approach, managed by the County.

The Unified County Fire – Rescue Services recommended option would:

- ./ require hiring a lead County Fire Official and Command Staff;
- ./ improve regional emergency services and response;
- ./ centralize provision of Fire Rescue Services outside the City;
- ./ integrate the following into a County unified Fire - Rescue Services Department:
 - STAR Flight as Air Operations;
 - Fire Marshal's Office;
 - Emergency Management Office.
- ./ merge ESD's into a unified County Fire – Rescue Services Department;
- ./ limit the number of separate ESDs because participating ESDs would join and merge into the unified County Fire – Rescue Services organization.
- ./ improve upon County controls over the service and system, through performance standards, service goals and guidelines, and the employment of a County EMS Medical Director for medical leadership and oversight of County EMS operations.
- ./ allow for ALS Paramedic or Intermediate Life Support (ILS) First Responders.

The report recommendations are detailed in Section 5.0, Findings and Recommendations, and then summarized in Section 6.0, Implementation Plan.

6.0 Project Cost Planning

MAG's clients have always found our fees and costs to be reasonable for the complex undertakings requested. MAG's estimated budget for the project is \$24,500.

Donald C. Long is President for the firm and is authorized to represent the firm, to submit the proposal and pricing data, and to sign a contract.

MAG has the facilities, ability, and financial resources to perform the required work. We are able to perform the work promptly, within the specified time period, without delay or interference. You may be assured of the company's integrity, judgment, experience, and efficiency of work through our references and the many years of successful accomplishments. A reasonable payment schedule is anticipated based on project accomplishments throughout the project.

7.0 Exceptions to the RFP

MAG has no exceptions noted.

8.0 References

The following are recently completed fire and EMS projects. (Project Director: Long, with Chief Neville and/or Chief Matthew)

Station Location and Facilities Analysis

Chief Christopher R. Armstrong
Fire Chief, Hall County Fire Services
Office: 770-531-6838
carmstrong@hallcounty.org

Fire Staffing Assessment

Client: Rachel Huitt, MPA, SPHR, SHRM-SCP
City of Colleyville, Texas project
Now with Grapevine, Texas as HR Director
200 S. Main St.
Grapevine, TX 76099
817.410.3176

Fire and EMS Performance Review

Mr. Danny Hobby, Executive Manager
Emergency Services
Travis County, Texas
5501 Airport Blvd., Ste. 203
Austin, Texas 78751
512-854-9367
Danny.Hobby@co.travis.tx.us

Fire and Emergency Services Studies

Client: City of Round Rock, Texas
Mr. Jim Nuse
City Manager of San Marcos (currently)
512-393-8100
City_Manager_Info@sanmarcostx.gov

Fire Services Assessment

Client: Travis County Emergency Services District #6
Board Chair Brad Ellis
15516 General Williamson Drive
Austin, Texas 78734
(512) 266-2533 or hotom65f@cs.com

Fire and Emergency Services Performance Review

Client: Prince George County
Mr. Max Bornstein
Director, Fire, EMS, and Emergency Management
Prince George County
Office (804) 722-8614
mbornstein@princegeorgeva.org

Fire/EMSIntegration/Consolidation Services Study

Client: Indian River County (Long, Neville)
Mr. John King
Emergency Services Director
Indian River County
(772) 567-8000 x 1225
jking@ircgov.com

Organizational Review of Emergency Medical Services

Client: Charleston County, South Carolina (Long, Neville)
Lori Lambert, Project Officer
4045 Bridge View Drive, North, Suite B352
Charleston, SC 29405
(843) 958-4068

Fire Services Master Plan and Performance Audit

Client: Sedgwick County, Kansas (Long, Neville)
Robert Lamkey
Director of Public Safety
Sedgwick County
Wichita, Kansas 67203
(316) 660-9393
rlamkey@sedgwick.gov

Emergency Services Performance Audit

Client: Franklin, Tennessee (Long, Neville)
Jay Johnson (CM) or
Randy Wetmore (ACM)
109 3rd Avenue South
Franklin, Tennessee 37065
(615) 791-3217
randyw@franklin-gov.com

APPENDICES - RESUMES

**DONALD C. LONG
PROJECT DIRECTOR
MANAGEMENT ADVISORY GROUP INTERNATIONAL, INC.**

EDUCATION

Ph.D., Public Administration, Florida Atlantic University, 1994

M.P.A., Public Administration, The George Washington University, Washington, D.C., 1976

B.A., Education/Government/Political Science, University of Akron, cum laude, 1973

RANGE OF EXPERIENCE

Dr. Long has over 25 years of experience providing management assistance to elected and appointed officials in the areas of management and organizational reviews, program evaluations, public policy/productivity, strategic planning, human resources, public safety services, and other related management areas. He has provided public sector management and financial consulting assistance to over 250 governmental and nonprofit agencies in a variety of service areas, including management research studies for cities, counties, and public agencies in the area of organization and management, human resource systems, program evaluations and productivity studies, staffing and cost-benefit analysis, and strategic planning.

PROFESSIONAL AND BUSINESS HISTORY

Management Advisory Group, Inc., Executive Vice-President, September 2001 – 2010.
President 2010 to present.

MGT of America, Inc., Senior Consultant, February 1998–2003.

David M. Griffith and Associates, Ltd., Manager, 1994–1998.

Long Associates, Inc., President and Managing Partner, 1983–1994.

Representative E. Clay Shaw, Member of Congress, Aide, Washington, D.C., and Fort Lauderdale, 1984–1985.

Broward County, Florida, Office of Budget and Management Services, Resource Management Director, 1979–1982.

City of Opa Locka, Florida, Acting City Manager and Assistant City Manager, 1979.

PROFESSIONAL BUSINESS EXPERIENCE

Police, Fire, and Emergency Services

Project Director of a performance audit for the rapidly growing (Austin area) City of Round Rock, Texas. Directed an evaluation of the City's fire and emergency medical services. The plan focused on all fire related services and established five and ten year performance benchmarks. A reorganization of the fire department and fire ranks, and effective station locations were included in this project. Presentations were made to elected officials, community advisory groups, and departmental staff.

Director of a study to develop a 10 year Fire Master Plan for Sedgwick County, Kansas. This county surrounds the City of Wichita. The study included all phases of fire department operations. Special consideration was made of NFPA standards, staffing requirements, and station relocation issues. Several major alternatives were established that included short and long-term costing implications. The study concluded with a lengthy workshop presentation to the County Commission.

Director of a Master Fire Plan and performance audit for the City of Franklin, Tennessee. Franklin is one of the fastest growing communities in the country. Major issues included staffing, apparatus, and station location needs for the future. A major reorganization was developed that enabled the City to use the cost savings to fund the staffing needs for a future station.

Project Director for a performance audit of the fire requirements for Highlands County, Florida. The study evaluated current and future needs. A reorganization resulted in the creation of an Emergency Services Director position with responsibility and authority to coordinate the 14 volunteer fire departments in the County. This model is in place today.

Director on a project that conducted an organizational and operational review of two critical departments within Charleston County, South Carolina, including the Emergency Medical Services and Emergency Preparedness Departments. This comprehensive review was received by the Deputy County Administrator with the comment that, "this is a great piece of work".

Project Director of a consolidation evaluation in Auburn Hills and Rochester Hills, Michigan. Directed an evaluation of the potential for consolidating fire and EMS services for two upscale communities in the Detroit, Michigan, area.

Project Director of a fire consolidation study for the Miami Valley Regional Fire/EMS Study Committee in Dayton, Ohio. Over 30 cities were included in this comprehensive study. A Council of Governments organization was established as a result of this study, and is in place today.

Project Director of a master fire plan for the City of Eau Claire, Wisconsin. Directed a performance audit of the City's fire and emergency medical services.

Police, Fire, and Emergency Services (Continued)

Project Director of an EMS department analysis for Burke County, North Carolina. Evaluated all EMS service components and completed an analysis that focused on direct service delivery issues.

Project Director of a performance audit of alternative service delivery options for fire and EMS services for the Town of Lauderdale by the Sea, Florida.

Director of a project that conducted the Law Enforcement and Fire Rescue Fiscal Impact Study for the Village of Wellington, located in Florida.

Project Director on an evaluation of the expected community growth patterns for the next 20 years for the City of Tamarac. The data and analysis were used to support long-term recommendations for fire and emergency services provided by the city.

Project Director on an evaluation of the expected community growth patterns for the next 20 years for the Bonita Springs Fire Control and Rescue District. The data and analysis were used to support long-term recommendations for fire and emergency services provided by the Fire District.

Project Director on a performance audit for Georgetown County, South Carolina, to develop a master plan for Emergency Medical Services and Fire Services for the fast-growing Charleston area County government.

Team Member for the support services team on a performance review of the Lee County Sheriff's Office in Ft. Myers, Florida. Evaluated all aspects of the Sheriff's Office operations and administration.

Project Director on an Emergency Medical Services Master Plan in Florence, South Carolina. The purpose of the study was to establish a long-term master plan for services, with consideration for staffing, efficiency, service levels, and station locations using a critical path software program.

Project Director for a fire department services study in Jacksonville, North Carolina. Prepared departmental evaluation for the primary city adjacent to Camp LeJeune, North Carolina.

Project Manager of a police, fire, and EMS evaluation for the City of St. Cloud, Florida.

Project Manager for a fire department study for the City of Columbia, South Carolina.

Project Director on a consolidation evaluation in South Haven, Michigan. Directed an analysis of the feasibility of consolidation of the fire and EMS services for several communities in the state of Michigan.

Team Leader for an organizational evaluation for the Durham, North Carolina, Police Department. Participated in productivity and organizational evaluation of major police department, with a focus on staff services, internal affairs, and community policing.

Police, Fire, and Emergency Services (Continued)

Project Director of an EMS department analysis for Brunswick County, North Carolina.

Project Director of a vehicle utilization audit for the Pinellas County Sheriff's Department, Florida.

Project Director of a staffing and budget analysis for the Flagler County Sheriff's Department, Florida. Directed a review of the required level of staffing in patrol, investigations, detention, and administration.

Project Director of a Fire and Emergency Medical Service Master Plan for the City of Grand Junction, Colorado. Reviewed all areas, including long-term planning, service level indicators, and annexation policies.

Project Director of a fire and emergency medical services study for the Kennedy Space Center, Florida. Managed the project for the Center's emergency services provider, EG&G, in an evaluation of the Fire, EMS, and Astronaut Rescue services.

Project Director of a Police Department study for the City of Eustis, Florida.

Project Manager of a Fire and Rescue Protection study for the City of Lufkin, Texas. Prepared a complete master plan review of fire and emergency services.

Project Director of a Police Department study for the City of Eastlake, Ohio. Directed an overall review of the City's police staffing, operations, facilities, management, community relations, and communications within the municipal government.

Project Director of a Fire and Rescue Services study for Peters Township, Pennsylvania. One of the critical issues was the independent provision of EMS services by a wholly volunteer organization.

Project Director of a Fire and Emergency Medical Services study of selected positions for the City of Milwaukee, Wisconsin, to establish whether there was substantial equivalency in the work being completed by key management/supervisory positions.

Project Director on a study to assess the Construction Services and Permitting Division for the City of St. Petersburg, Florida.

Project Director of a diagnostic review for a management study of Johnston County, North Carolina.

Team Member on a comprehensive management study of the California Commission on Teacher Credentialing's organizational structure and credential processing protocols.

Other Performance Audit Studies (Continued)

Team Member of a performance audit of the North Carolina Department of Transportation, conducted for the Office of the State Auditor.

Project Manager on an organizational study for Florence County, South Carolina. Project

Manager on an organization and management study for Sumter County, South Carolina.

Team Member on a strategic planning assistance study for the Commonwealth of Puerto Rico. Assisted the government of Puerto Rico in a review of the tax collection and revenue distribution agency.

Project Director on an organizational evaluation in Palm Beach Gardens, Florida. Conducted an evaluation of all City departments regarding efficiency, organization structure, and staffing.

Project Director on a department evaluation for the Town of Highland Beach, Florida. Conducted a review of a department that provides services in the areas of permitting, plans review, code enforcement, and maintenance services.

Project Manager for an efficiency analysis of Hillsborough County Civil Service Board, Florida, as required under Florida statutes. The goals of the study were to ensure adherence to the requirements under the law, and to identify operational and efficiency improvements.

Project Manager of an efficiency analysis for Hillsborough County, Florida. Completed an efficiency study of the Hillsborough County (Tampa) Human Resources/Equal Opportunity Department.

Project Director of an operations and efficiency audit for the City of Palm Bay, Florida. Directed a comprehensive study of all City departments, which resulted in significant operational improvements.

Project Director of an incorporation feasibility study in Key Biscayne, Florida. Directed an analysis of the feasibility of the community establishing itself as an incorporated municipality.

Technical Advisor on an incorporation assistance study for the Village of Wellington, Florida. Assisted the municipality in establishing service agreements for critical services.

Project Manager of a tax analysis and revenue planning study for the Village of Wellington, Florida. Assisted the Village in the review of alternative tax strategies, resulting in a significant adjustment to the method of financing the government.

Other Performance Audit Studies (Continued)

Project Director of a Public Safety Department audit for the City of Sikeston, Missouri. Developed a plan for improving and upgrading services.

Project Director of a reorganization for the City of East Providence, Rhode Island. Directed the implementation of a major reorganization of the city. All municipal departments were included in the analysis.

Technical Advisor of an organization and management audit for the City of Naples, Florida. Participated in a joint venture study of all City departments, resulting in the implementation of a broad range of structural and operational adjustments.

Project Director of a management audit for the South Florida Regional Water and Wastewater Authority. Directed a management, fiscal, operations, and efficiency review.

Technical Advisor of an organizational and management audit of Seminole County, Florida. Participated in the joint venture study to review all aspects of the County government organization, management, and structure.

Project Manager of an organizational and management audit for Charlotte County, Florida.

Project Director of a public safety review in Fairport Harbor, Ohio. Recommendations focused on reinforcing the management structure of the departments. A Public Safety Department was established to better coordinate the Police, Fire, and EMS services.

Project Director of an organizational audit for the City of Maitland, Florida. Directed a citywide review of all departments and functions within the city government.

Project Director of an organizational audit for the Town of Lake Park, Florida. Special attention was dedicated to reviewing the distribution of funds among departments to ensure that funding reflected community values.

Project Director on an organizational evaluation for Delgado Community College in New Orleans, Louisiana. Completed an evaluation of the efficiency and effectiveness of the Human Resources Department.

Project Director on a comprehensive management and performance review of the Cherokee County Board of County Commissioners in Murphy, North Carolina.

Project Director of a Year 2000 Report for Lutheran Churches. Prepared a guiding document on the priorities that required consideration by the nonprofit organizations. The report focused on establishing a long-term set of goals and objectives within budgetary and funding constraints.

GREG HIGGINS
PROJECT CONSULTANT

Professional Experience and Accomplishments

Fort Worth Fire Department, Fort Worth, Texas Firefighter/Paramedic (1985-2018)

- Instructor for fire, EMS, hazardous materials and WMD.
- Member of the Hazardous Materials Response Team (1988 – Present).
- Member of the Emergency Marine Response Team (1988-2005).
- Developed and assist with the QA / QI of the AED program.
- Frontline paramedic / firefighter.

Assistant EMS Program Manager

- Supervise the Paramedic Field Officers.
- Research, plan, develop and implement training programs.
- Manage the departments AED and QA / QI program.
- Develop policy, procedures and protocols for EMS, medical response to hazardous materials and infectious, contagious and communicable diseases for department wide implementation.

Paramedic Field Officer

- Instructor for EMS and fire training.
- Research, plan, develop and implement training programs.
- Infection Control Officer for Fire and Police Departments.
- Hazardous materials technician / paramedic.
- Assist in developing policy, procedures and protocols for EMS, medical response to hazardous materials and infectious, contagious and communicable diseases.
- Respond to all multi-alarm, mass casualty and level 2 or greater hazardous materials incidents, establish medical sectors and oversee welfare of firefighters.
- Fort Worth Police Department SWAT tactical paramedic.

Community Research Associates, Nashville, Tennessee

- Subject matter expert for FBI and DOJ hazardous materials courses and WMD.
- Delivered “Crime Scene for First Responders” courses to local and state agencies.
- Conducted desk and course reviews for the “EMS Operations Planning”, “Mass Prophylaxis”, “Crime Scene Management Awareness” and several other programs.
- Instructor Auditor for DHS approved courses.

Safety Development Corporation, Fort Worth, Texas

- Analyzed employees Emergency Response Team capabilities and supplemented training to increase plant-wide response.
- Conducted, reviewed and streamlined company's monthly fire safety inspection program.
- Developed and implemented training programs to address ongoing needs of the fire, hazardous materials and EMS response teams.

Texas Rangers Baseball, Arlington, Texas

- Provided EMS as a paramedic at the ballpark.

MedStar EMS, Fort Worth, Texas

- Primary EMS provider for the City of Fort Worth.
- Worked as a part time primary paramedic to maintain experience and certifications while employed by the Fort Worth Fire Department.

Daniels EMS, Fort Worth, Texas

- Primary EMS provider for the City of Fort Worth.
- Worked as a primary paramedic and assistant shift supervisor.
- Resigned to work for the Fort Worth Fire Department.

Metro EMS, Fort Worth, Texas

- Non-emergency, EMS provider for the City of Fort Worth.
- Was hired as the Supervisor during the start-up phase; responsible for hiring, training and mentoring employees.
- Provided ALS level patient care.

CareFlite GAE EMS, Grand Prairie, Texas

- Primary EMS provider for the City of Grand Prairie.
- Worked as a full time Paramedic.
- They lost the contract to Grand Prairie Fire Department Oct 1982.

Nov 1980 – Feb 1981

Southland Ambulance, Grand Prairie, Texas

- Primary EMS provider for the City of Grand Prairie.

Crowder Ambulance, Fort Worth, Texas

- Primary EMS provider for the City of Fort Worth.
- Worked as an EMT in the “transfer ambulance” division.

Gold Cross Ambulance, Wichita Falls, Texas

- Primary EMS provider for the City of Wichita Falls.
- Worked as an EMT and dispatcher.

Education, Certifications and Professional Training

Tarrant County College, Fort Worth, Texas A.A. Liberal Arts

Tarrant County College, Fort Worth, Texas A.A.S. Fire Protection

National Fire Academy

- Infection Control for Emergency Response Personnel
- ALS Response to Hazardous Materials Incidents

International Association of Firefighters

Instructor for:

- Confined Space Rescue
- Emergency Medical Services
- Hazardous Materials
- Infectious Diseases

FEMA, (Numerous) Emergency Management Institute Training Programs

Texas Licensed Paramedic

Texas Department of Health EMS Program Instructor

Texas Firefighter - Master

Texas Fire Service Intermediate Instructor

Texas Fire Service Hazardous Materials Technician

Texas Fire Service Hazardous Materials Instructor

WILLIAM M. NEVILLE, JR.
PROJECT TEAM CONSULTANT

EDUCATION

Graduate, State and Local Executive Program (FEMA Fellowship), Harvard University John F. Kennedy School of Government.

Baccalaureate, Political Science (Government Administration), California State University at Los Angeles.

Associate, Fire Science, Los Angeles Harbor College.

State Teaching Credential, California Community College, Public Administration.

PROFESSIONAL AND BUSINESS HISTORY

Neville Associates, Consultants for public fire protection, Penn Valley, California, 1991–present.

Assistant Vice-President, Fire Service Affairs, National Fire Protection Association (NFPA), Boston, 1988–1991.

Superintendent, Director of Training (Acting), Federal Emergency Management Agency, National Fire Academy (FEMA), Emmitsburg, Maryland, and Washington, D.C., 1986–1988.

Fire Chief, City Disaster Coordinator, and Chairman of Alameda County City Managers' Committee on Emergency Medical Service, City of Hayward, California, 1980–1986.

Chief of Staff, Los Angeles City Fire Department, 1957–1980.

EXPERIENCE

Long-range planning, labor relations, information management, facility construction and maintenance, liaison to Mayor and City Council, and interagency liaison.

Fire Suppression and Rescue Division Commander.

Commander of 33 percent of the on-duty firefighting and rescue forces Operations Control Division Commander.

Commander of the Department's communication and dispatch functions.

Fire Suppression and Rescue Battalion Commander.

PROFESSIONAL AND BUSINESS EXPERIENCE (Continued)

Commander of 8 to 10 firefighting and emergency medical service units (50 to 75 personnel).

Fire Suppression and Rescue Company Commander.

Commander of 4 to 20 firefighting staffing aerial ladder and triple combination apparatus and emergency medical service personnel staffing rescue ambulance apparatus.

Arson Section Executive Officer.

Supervision of City's Fire investigation personnel.

Internal Affairs Officer, Department disciplinary investigations.

Senior Fire Inspector, Code enforcement, research and engineering duties.

Fire Apparatus Engineer, operation and maintenance of fire apparatus at emergency incidents.

Firefighting and emergency medical duties in industrial, commercial, residential, wildland interface, and airport environments.

Served on Engine, Ladder, Rescue-Salvage Squad, and Crash-Rescue companies.

Assisted in implementation of Federal legislation authorizing creation of the National Fire Protection and Control Administration (United States Fire Administration) and the National Fire Academy while on loan to the United States Department of Commerce by the Los Angeles City Fire Department.

Responsible for design and implementation of Incident Command System now used by numerous federal, state, and local fire, police, and emergency medical service organizations while on loan to the United States Forest Service FIRESCOPE Task Force by the Los Angeles City Fire Dept. This system has been adopted for use as an emergency multiagency coordinating system throughout California and has been adapted for variety of national and international applications.

Initiated multiagency fire protection agreements between Los Angeles City and neighboring jurisdictions that improved the level of service provided to the citizens while reducing costs.

Instrumental in initiating an improved level of emergency medical service to the City of Hayward.

Initiated a community disaster preparedness program for the City of Hayward.

PROFESSIONAL AND BUSINESS EXPERIENCE (Continued)

Initiated a hazardous materials control program for the City of Hayward.

Initiated a hazardous materials response plan for the City of Hayward involving highway patrol, local police, fire, and public works departments in a coordinated response plan.

Directed the NFPA's Fire Department Analysis Program. This program's goal is to provide communities with an instrument to determine if the resources provided a fire department are commensurate with the service expectations of that community.

Initiated and facilitated the formation of the NFPA's Urban Fire Forum (UFF). The goal of the UFF is to provide an arena for fire chiefs from the largest cities in the nation to cross-pollinate ideas, and share innovations and problem solving techniques from their individual experiences.

COMMUNITY SERVICE

Secretary, National Fire Protection Association Technical Committee on Fire Department Organization and Deployment, 1995–present.

Member, National Fire Protection Association Technical Committee on Rural and Forest Fire Protection, 1993–present.

Secretary-Treasurer of the Joint Council of National Fire Service Organizations, 1988–1990.

Member of the Board of Visitors for the National Fire Academy, 1988–1991.

Executive Administrator for the NFPA Urban Fire Forum, 1989–1991.

Consultant for editorial content of Fire Command magazine, 1988–1991.

Instructor at Los Angeles City College, Fire Service Management and Technology.

Resume for David A. Matthew

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Wichita, KS 67212

707-492-0823

dmatthew32@aol.com

CAREER HISTORY

January 2019- current	Transitional Fire Chief, Brandon MS, Administrative Reserve as of 5/2019
February 2013- current	Public Safety Educator/Consultant/Researcher
February-November 2012	Deputy Fire Chief: South San Francisco Fire Department
2007 to February 2012	Division Chief: Sedgwick County Fire District #1, KS
January 1, 1999	Fire Captain, Haz Mat Team: Sedgwick County Fire Dept.
May 18, 1993	Fire Lt., Haz Mat Team: Sedgwick County Fire Dept.
September 1987	Assigned Hazardous Materials Team: Sedgwick County Fire Dept.
July 6, 1985	Date of Entry: Sedgwick County Fire Department

FORMAL EDUCATION

2007	Masters of Arts in Security Studies	Naval Postgraduate School
2004	Bachelors Degree in General Studies	Wichita State University
2000	Associate Degree in Applied Science	Butler County Community College
1992	24 Hour Fire Science Degree	Butler County Community College

CERTIFICATIONS

August 2013	National Certified Emergency Medical Technician (NEMRT)
January 2011	Instructor: NIMS ICS All Hazards Planning Section Chief
September 2010	NFA Instructor: Special Operations Team Management
December 2007	Wichita State University Mini Masters Business Administration (MBA)
March 2007	Pro Board Incident Safety Officer, Fire Suppression
April 2007	NFA Instructor: Command and General Staff for Local IMTs
September 2006	CFAI Chief Fire Officer (CFO) Designation
March 2004	NFA Executive Fire Officer (EFO) Program
August 2003	NFA Instructor: Chemistry for Emergency Response
September 2002	NFA: Strategy and Tactics for Initial Company Operations
November 2000	KUFST Evaluator for FF I and FF II Certification
July 2000	NFA Terrorism: Strategic Considerations for Command Officers
June 1999	NFA Terrorism: Tactical Considerations: HazMat Technician
October 1997	NFA Terrorism: Basic Concepts
October 1996	Mississippi Adjunct Instructor: Smoke Diver
August 1995	KUFST Instructor: Advanced SCBA Confidence Course
December 1993	KUFST Instructor: Hazardous Materials Technician
March 1993	NFA Instructor: Hazardous Materials Operating Site Practices
October 1992	Adjunct Instructor: KU Fire Service Training
April 1991	NFA Instructor: Chemistry of Hazardous Materials

PROFESSIONAL CONTRIBUTIONS

2018 to Present	Transitional Fire Chief, Transformational Growth Project
2013 to Present	Public Safety Educator/Presenter/Researcher
2008 to 2012	Central Team Leader (RIST) National HazMat Fusion Center
2007 to 2012	Member of the State, Local, Tribal and Territorial Government Coordinating Council. Subject Matter Expert for Chemical Sector
2004 to Present	Member of the National Incident Management System Consortium participate in development of <i>Model Procedures Guides</i> .
2003 to Present	Evaluator for Weapons of Mass Destruction (WMD) for ARNORTH. Situational through full scale exercises.
2002 to Present	Course Reviewer as Subject Matter Expert (SME) for the Department of Homeland Security (DHS).
1999 to 2009	Training Committee Chairman/Hazardous Materials Task Force
1998 to 2003	Coordinator: Kansas Hazardous Materials Symposium.
1992 to Present	Course development for emergency response related courses
1991 to Present	Instructor for emergency response related course

PUBLICATIONS

- “On-scene characterization of flammable liquid vapors using GC/MS and SPME sampling” International Symposium of Fire Investigations Science & Technology, University of Maryland, Aldelphi, MD, 7th edition, September 2014.
- “Fire Service Influence on Homeland Security Regionalism and Councils of Government (COG)” International Fire Service Journal of Leadership and Management Oklahoma City: Fire Prevention Publications, Oklahoma State University, 2012 edition
- “Incident Command System Model Procedures Guide for Incidents Involving Structural Fire Fighting, High Rise, Multi Casualty, Highway, and Managing Large-Scale Incidents Using NIMS-ICS” Oklahoma City: Fire Prevention Publications, Oklahoma State University, 2008
- “Special Operations – Incidents Involving Hazardous Materials/WMD, Structural Collapse, Wildland, and Managing Large-Scale Incidents Using NIMS/ICS”, Oklahoma City: Fire Protection Publications, Oklahoma State University, 2008
- “Measuring the Foundation of Homeland Security,” Naval Postgraduate School, Homeland Security Digital Library, Masters Thesis, March 2007
- “Defining Organizational Success: Developing a Master Firefighter Program as a Component of Career Development” (1/04), “Developing an Effective Method of Accessing Essential Building Information as Part of Pre-Incident Planning for the Sedgwick County Fire Department, Kansas” (4/03), “Identifying the Criteria for a Personnel Accountability System for Fire Departments within Sedgwick County Kansas” (6/02), “Incorporating Post Incident Analysis into Departmental Standard Operating

Guidelines” (12/01),” National Fire Academy, Learning Resource Center, Executive Fire Officer Papers, December 2001- January 2004

PROFESSIONAL DEVELOPMENT

Completed over 100 training sessions related to public safety (p.4-8), course development & assessment activities for over 40 courses (p.9-10), consultant/evaluator/researcher (p.11-12), with over 200 course deliveries in 37 States and 4 Countries (p.13-22).

Training for David A. Matthew

Fire Rescue International, Atlanta, GA: August 7-9, 2019, Freeman, Compton, Matthew et al...

International Fire Service Journal of Leadership and Management Research Symposium, Tulsa OK, July 13, 2019. England, Compton, Onical, et al...

Executive Fire Officer Symposium
Emmitsburg MD, April 24-26, 2019
Speakers: Carnegies, Joseph, et al...

CPSE Excellence Conference: A Decade of Transformation, Anaheim CA, March 12-13, 2019. Freeman, Carnes, Matthew et al...

Managing Disciplinary Challenges in the Fire Service
Hartford CT, August 29-30, 2018
Curt Varone, Fire Law Group

Fire Rescue International, Dallas, TX: August 8-10, 2018, Freeman, Scarpa, Matthew et al...

International Fire Service Journal of Leadership and Management Research Symposium, Tulsa OK, July 21, 2018. England, Compton, Hoover, et al...

MX908 T-t-T at 908 Devices, Boston MA, April 18-19, 2018

CPSE Excellence Conference: Lead in the Present, Transform the Future, Orlando FL, March 13-16, 2018. Freeman, Bryant, Matthew et al...

Center for Homeland Security and Defense (CHDS): Alumni Symposium, Naval Postgraduate School, Monterey CA, February 21-22, 2018

Fire Rescue International, Charlotte, NC: July 27-29, 2017. Daniels, Scarpa, Matthew et al...

International Fire Service Journal of Leadership and Management Research Symposium, Tulsa OK, July 8, 2017. England, Compton, Janke et al...

Executive Fire Officer Symposium
Emmitsburg MD, April 20-22, 2017
Speakers: Taylor, Carnegies, Ristow, et al...

Center for Homeland Security and Defense (CHDS): Alumni Symposium, Naval Postgraduate School,

Monterey CA, February 22-23, 2017

Fire Rescue International, San Antonio, TX: August 17-20, 2016. Troup, Freeman, Matthew et al...

International Fire Service Journal of Leadership and Management Research Symposium, Tulsa OK, July 9, 2016. England, Compton, Onical, et al...

Center for Homeland Security and Defense (CHDS): Alumni Symposium, Naval Postgraduate School, Monterey CA, May 4-5, 2016

Executive Fire Officer Symposium
Emmitsburg MD, September 10-12, 2015
Speakers: Gassaway, Varone, Matthew et al...

Fire Rescue International, Dallas, TX: August 13-16, 2015. Daniels, Scarpa, Matthew et al...

Kansas Hazardous Materials Symposium,
Wichita KS, April 17-18, 2015 Instructors: Rick Dufek, Gary Sprifke

Center for Homeland Security and Defense (CHDS): Alumni Symposium, Naval Postgraduate School, Monterey CA, March 4-5, 2015

International Symposium of Fire Investigators,
University of Maryland, September 21-24, 2014
Icove, Matthew, et al...

Executive Fire Officer Symposium
Emmitsburg MD, September 4-6, 2014
Speakers: Swayze, Evans, Matthew et al...

Fire Rescue International, Dallas, TX: August 13-16, 2014. Taylor, Compton, Matthew et al...

International Fire Service Journal of Leadership and Management Research Symposium, Tulsa OK, July 12, 2014. England, Compton, Madrzykowski et al...

Center for Homeland Security and Defense (CHDS): Alumni Symposium, Naval Postgraduate School, Monterey CA, March 4-5, 2014

Executive Fire Officer Symposium
Emmitsburg MD, September 6-8, 2013
Speakers: Linsky, Burkell, Matthew et al...

International Fire Service Journal of Leadership and Management Research Symposium, July 13, 2013

Tulsa OK

Smith Detection Train the Trainer: Elite, Danbury CT, February 28-March 2, 2013

Center for Homeland Security and Defense (CHDS): Alumni Symposium, Naval Postgraduate School, Monterey CA, February 20-21, 2013

International Fire Service Journal of Leadership and Management Research Symposium, July 14, 2012
Tulsa OK

Mississippi Fire Chiefs and Firefighters Conference, Jackson MS, June 2-3, 2012. Brunacini, Rubin et al..

Executive Fire Officer Symposium
Emmitsburg MD, May 4-6, 2012
Speakers: Madrzykowski, Antietam, Burkell, et al

Fire Rescue International, Atlanta GA, August 25-27, 2011 Horsager, Siedel, et al..

Executive Fire Officer Symposium
Emmitsburg MD, April 29-May 1, 2011
Speakers: Holocaust study Burkell, et al
Center for Homeland Security and Defense (CHDS): Alumni Symposium, Naval Postgraduate School, Monterey, CA, February 2-3, 2011

NIMS ICS All Hazards Planning Section Chief, Train-the-Trainer, EMI Emmitsburg MD, January 24-27, 2011. Instructors: Paul Hefner and Joe Ferguson

Smith Detection Train the Trainer: HazMatID 360, December 13-15, 2010. Danbury CT

NFA Special Operations Team Management, September 28-29 2010, Instructor in-service, Instructor: Jack McCartt,

Fire Rescue International, Chicago IL, August 26-28, 2010 Ryan, McCartt et al...

Executive Fire Officer Symposium
Emmitsburg MD, April 21-23, 2010,
Speakers: Dr. Joe Mancusie, et al

T-t-T: Hazardous Gas & Vapor Identifier (HGVI), Overland Park KS, March 30, 2010, John Corbett

Center for Homeland Security and Defense (CHDS): Alumni Symposium, Naval Postgraduate School,

Monterey CA, February 3-4, 2010

Fire Rescue International, Dallas, TX: August 25-30, 2009. Executive Edge, Bruno's Boot Camp for Fire Service Leaders: Brunacini, C. Jones, Rubin, et al..

National HazMat Fusion Center Conference, Philadelphia, PA, July 2009

Executive Fire Officer Symposium
Emmitsburg MD, April 17-19, 2009
Speakers: Scott Eblin, James Dalton, et al

Center for Homeland Security and Defense (CHDS): Alumni Symposium, Naval Postgraduate School, Monterey, CA, February 4-5, 2009

Fire Rescue International, Denver, CO: August 28-29, 2008. Hermann, et al..

Executive Fire Officer Symposium
Emmitsburg MD, March 27-30, 2008
Speakers: Stephen Flynn, Thomas Kolditz, et al

Center for Homeland Security and Defense (CHDS): Alumni Symposium, Naval Postgraduate School, Monterey, CA, January 29-30, 2008

CFAI Accreditation courses, Temple Terrace FL, January 16-18, 2008

Hazardous Materials Symposium,
Overland Park, KS, November 17-18, 2007
Instructors: Glen Jirka, Chris Wren, et al

Mini MBA, Wichita State University, August 30-October 25th, 2007

Fire Rescue International, Atlanta, GA: August 24-25, 2007. Dennis Ruben, Billy Goldfeder, et al

Enhanced Weapons of Mass Destruction Incident Management/Unified Command, Texas A&M, May 14-18, 2007

Executive Fire Officer Symposium
Emmitsburg MD, April 13-15, 2007,
Speakers: Fred Harburg, Richard, Marinucci, et al

Center for Homeland Security and Defense (CHDS): Naval Post Graduate School (NPS), Monterey, CA. Capstone March 19-23, 2007

Center for Homeland Security and Defense (CHDS):
Naval Postgraduate School (NPS), Monterey, CA.
Sixth In-residence Jan 8- 19, 2007

Hazardous Materials Symposium,
Wichita KS, October 27-29, 2006 Instructors: Jack
McCartt, Patrick Lewis, et al

Center for Homeland Security and Defense (CHDS):
Naval Postgraduate School (NPS), Monterey, CA.
Fifth In-residence September 25- October 6, 2006

Fire Rescue International, Dallas, TX: September 13-
16, 2006. David Paulson, Robert Kahn et al

Center for Homeland Security and Defense (CHDS):
Naval Postgraduate School (NPS), Monterey, CA.
Fourth In-residence June 12-23, 2006

UNLV Master Instructor Program: Frontline
Responder Training Course Train the Trainer. May,
15-17, 2006. Dr. Jane Dowling, Ray Sayre

Executive Fire Officer Symposium
Emmitsburg MD, April 21-23, 2006,
Speakers: Mancusie, Bruegmann City of New
Orleans Fire Department: Parent, Savelle

Smith Detection Train the Trainer: IMS Technology,
APD 2000, Sabre 4000, IonScan, April 10-12, 2006
Hazardous Materials Round Table: April 2-4, 2006
Reston Virginia, Greg Noll, John Eversole

Center for Homeland Security and Defense (CHDS):
Naval Postgraduate School (NPS), Monterey, CA.
Third In-residence February 26-March 9, 2006

Center for Homeland Security and Defense (CHDS):
Naval Postgraduate School (NPS), Monterey, CA.
Second In-residence December 5-16, 2005

Hazardous Materials Symposium,
Wichita KS, November 4-6, 2005 Instructors: David
Brannan, Glenn Joesph, Fred Leahy

Center for Homeland Security and Defense (CHDS):
Naval Postgraduate School (NPS), Monterey, CA.
First In-residence September 6-16, 2005

Executive Fire Officer Symposium
Emmitsburg MD, June 1-3, 2005,
Speakers: Waddle, Behn, Chertoff

Hazardous Materials Symposium,
Wichita KS, November 19-21 2004, Instructors:
Chase Sargent, Jack McCartt, Doyle Manke,

Prevention & Response to the Suicide Bombing
Threat (PILOT II), New Mexico Tech, March 22nd-
26th, 2004 Instructors: Ed Hulse, Pete DuFour, et al.

WMD Incident Command Course (COBRA)
Anniston AL, February 1-5, 2004
Instructors: Donnie Belser, Dave Millett

Hazardous Materials Symposium,
Wichita KS, October 31, November 1-2 2003,
Instructors: James Page, Gary Siedel, Pete DuFour

Emergency Response to Terrorism Master Instructor
program, Nashville TN, June 2003

NFA Executive Leadership (EFO),
Emmitsburg MD, May 26- June 6, 2003,
Instructors: John Cook, John Gallis

Incident Response to Terrorist Bombings
New Mexico Tech, February 3-6, 2003
Instructors: Dennis Hunter, Roger Broadben

Hazardous Materials Symposium,
Wichita KS, November 1-3 2002, Instructors: John
Kimble, Chris Waters, Hank Dupont

NFA Leading Community Risk Reduction (EFO),
Emmitsburg MD, October 21-Nov 1 2002,
Instructors: Thomassan, Ed Fleatcher, Mike Weller.

NFA Strategy & Tactics For Initial Company
Operations (I455), September 12-13 2002, Instructor
in-service, Instructor: Phil McGlaflin

NFA Executive Analysis of Fire Service Operations
and Emergency Management (EFO), Emmitsburg
MD, December 10-21 2001,
Instructors: Phil McGlaflin, Charlie Dickenson

Hazardous Materials Symposium,
Wichita KS, November 2-4 2001, Instructors: Mike
Callan, Steve Raney, Rick Dufek

Public Information Officer, Wichita KS, May 9 & 12
2001, Course Manager: Randall Duncan

NFA Executive Analysis (EFO), Emmitsburg, MD,

June 18-29 2001, Instructors: Mary Dorsett, Toby D.

KUFST Instructors Conference
Topeka KS, November 2000

Hazardous Materials Symposium
Wichita KS, November 3-5, 2000 Instructors: Frank
Docimo, Gene Ryan, Glen Jirka

IAFF HM Technician T-t-T
Salina KS, October 2000 Instructor: Steve
Raney/Tony Mussofuti

Saving Your Own T-t-T
Wichita KS, October 2000
Instructor: Rick Kline

NFA ERT – SCCO In-service
Emmitsburg, MD, July 2000
Instructor: Glen Gaines/John Bergman

NFA Leadership I & II: T-t-T
Wichita KS, June 2000
Instructor: Joe Piper

NFA Incident Safety Officer: T-t-T
Wichita KS May 2000
Instructor: Joe Piper

NFA Command and Control of Target Hazards
Emmitsburg, MD March 2000
Instructor: Burt Phelps, Glen Gaines

Hazardous Materials Symposium
Wichita, KS November 5-6, 1999. Instructors: Dieter
Heinz, Darrel Begneau, Doyle Manke, et al..

NFA Leadership III
Wichita KS October 12, 1999
Instructor: Mike Simmons

Domestic Preparedness: Incident Command T-t-T
Wichita, KS August 25, 1999
Instructors: Rick Risdon, Mike D'Andries

Domestic Preparedness: Haz Mat Technician
T-t-T: Wichita, KS August 23-24, 1999
Instructors: Randy Bright, Pat Nolan, and others

NFA Emergency Response to Terrorism: HM/IP
Emmitsburg, MD June 5-7, 1999 Instructor: Chris
Waters

NFA In Service: Hazardous Materials
Operating Site Practices
Emmitsburg, MD Jan 17-21, 1999
Instructors: Dave Lesak, Mike Shannon

Hazardous Materials Symposium
Wichita, KS November 6-8, 1998 Instructors:
Chris Waters, Butch Lee, Eric Lindeman

NFA Command and Control of Multi-Incident
Alarms: Emmitsburg, MD May 16-28, 1998
Instructors: Burt Phelps, Robert Murgaliss

Hazardous Materials Symposium
Wichita, KS November 1-2, 1997 Instructors: Ron
Gore, Mike Callan, Charlie Wright

Chemical/Biological First Responder
Overland Park, KS October 23, 1997
Instructor: DRambo DOD

NFA Emergency Response to Terrorism:
BC-I/P, Emmitsburg, MD September 27-31, 1997
Instructors: Gary Siedel, Joe Saitta

Interior Structure Firefighting/SCBA I/P
Lawrence, KS August 13, 1997
Instructor: Dick Meisinger KUFST

Basic Skills in Effective Communication
Wichita, KS January 6-8, 1997 (KDEM)
Course Manager: Randall C. Duncan

NFA Hazardous Materials Incident Management
Emmitsburg, MD December 1-6, 1996
Instructors: David Lesak, Steve Bloyd

Hazardous Materials Symposium
Wichita, KS November 1-3, 1996. Instructors: Frank
Docimo, Phil McArdle, Mike Shannon

Mississippi Fire Academy, Smoke Diver
Jackson, MS October 14-18, 1996
Instructors: Butch Lee and staff of MSFA

Amoco Side Kick, Tank Roll-Over
Wichita, KS September 17, 1996

NFA Fire Service Course Design
Emmitsburg, MD Nov 27-Dec 8, 1995

Instructors: Joe Greenburg, Carolyn Smith
(completed all requirements in May 1996)

Hazardous Materials Symposium
Wichita, KS November 4-5, 1995
Instructors: Steve Storment, Jake Joyce,
Bill Keffer

KUFST I/P Advanced SCBA
Lawrence, KS August 10, 1995
Instructor: Rick Diebert

KUFST I/P Confidence Course
Lawrence, KS August 9, 1995
Instructor: Stewart Segraves

Confined Space Rescue
Wichita, KS June 13 & 19, 1995
Instructor: Mark Baker

NFA Leadership II
Wichita, KS April 14 & 29, 1995
Instructor: Curtis Wilson

NFA Incident Safety Officer
Wichita, KS April 5-6, 1995
Instructor: Gary Clark

Hazardous Materials Symposium
Wichita, KS November 5-6, 1994 Instructors:
John Eversole, Bill Hand, Bill Keffer

Hazardous Materials Symposium
Wichita, KS November 6-7, 1993
Instructors: Greg Noll, Mike Hildebrand,
Charlie Wright

Liaison: IAFF Hazardous Materials
Technician Course Wichita, KS
November 29-December 10, 1993
Sponsor: KUFST Gary Wilson

Incident Command System
S.C.F.D. #3, Wichita, KS May 1993
Instructor: Larry Masters

Instructor Program: Hazardous Materials
Operating Site Practices National Fire Academy
February 14-26, 1993 Instructors: Chris Waters, Phil
McArdle, and Joe Greenburg

Hazardous Materials Symposium

Wichita, KS November 14-15, 1992
Instructors: Jerry Grey, Mike Callen,
Bill Keffer

Understanding Railroad Tank Cars and
Intermodal Containers K.U. FS Training
Wichita, KS July 1992
Instructors: Bob Stein, Union Pacific Railroad

Air Surveillance for Hazardous Materials (165.4)
E.P.A. Kansas City, KS August 26-30, 1991
Instructor: Chris Baggot

Instructor Program: Chemistry of Hazardous
Materials, National Fire Academy
April 7-19, 1991 Instructors: Chris Waters, Joe
Saitta

Hazardous Materials – Article 80
1988 Uniform Fire Code
K.U. Fire Service Training Wichita, KS
March 13-15, 1991

Radiological Monitors
Division of Emergency Preparedness
August 1, 1990 Instructor: Jack Kegley

Fire Service Instructional Methodology
National Fire Academy August 13-24, 1990
Instructor: Joe Saitta

Hazardous Materials Tactical Considerations
National Fire Academy July 24- August 4, 1989
Instructor: David Lesak

Sampling For Hazardous Materials
E.P.A. Olathe Dept of Public Service
April 11-13, 1989 Instructor: Alan Theyken

Personnel Protection & Safety (E.P.A.)
WFD Training Grounds March 20-24, 1989
Instructor: Scott Engle

Air Monitoring for the First Responder
E.P.A. Region VII, WFD Training Grounds
February 22-23, 1989 Instructor: Bill Keffer

Oil and Tank Battery Fires
Kansas Fire School Topeka, KS
October 19-20, 1988 Instructor: Rick Treptow

RFQ FORM A

Management Advisory Group International, Inc.

Proposer: _____

QUALIFICATIONS STATEMENT**Note: Forms A, B & C are available in WORD format upon request.**

***THIS FORM MUST BE SUBMITTED WITH RESPONSE 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: MAG International, 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: n/a
2. Please describe your company in detail. Provider of management consulting services to state and local governments in fire and EMS, police, and compensation.
3. The address of the principal place of business is:
2992 Reidville Road, Spartanbur, SC 29301
4. Company telephone number, fax number and e-mail addresses:
(703) 590-7250, (703) 590-0366, don@maginc.org
5. Number of employees: 9
6. Name of employees to be assigned to this Project: 4
7. Company identification numbers for the Internal Revenue Service:
FEIN: 88-0495510
8. Provide Broward County occupational license number, if applicable, and expiration date:
n/a
9. How many years has your organization been in business? Does your organization have a specialty? Since 2001 as MAG. 30 years for project leader. Fire/EMS and Compensation.
10. List the last three project of this nature that the firm has completed? Please provide project description, reference and cost of work completed. Please see Sections 3.0 and 8.0 for detail.
11. Have you ever failed to complete any work awarded to you? If so, where and why?
No. N/a

Lauderdale-By-The-Sea RFQ No. 20-11-01

12. 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 Response for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date
May we request that you refer to Section 8.0 for references in various parts of the USA.				

(Continue list as necessary)

13. Provide the following information for any sub-consultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed
David Mathew	Wichita, KS	Analysis of fire services.

The foregoing list of sub-consultants 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.

RFQ Form BProposer: MAG International, Inc.**REFERENCE FORM**

Forms A, B & C are available in WORD format upon request.

***THIS FORM MUST BE SUBMITTED WITH RESPONSE TO BE
DEEMED RESPONSIVE.***

Give contact information for four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFQ:

1. Name of Contact: May we request that you refer to Section 8.0 for references in detail.
 Title of Contact: Email:
 Telephone Number: Fax Number:
 Project:

2. Name of Contact:
 Title of Contact: Email:
 Telephone Number: Fax Number:
 Project:

3. Name of Contact:
 Title of Contact: Email:
 Telephone Number: Fax Number:
 Project:

4. Name of Contact:
 Title of Contact: Email:
 Telephone Number: Fax Number:
 Project:

Lauderdale-By-The-Sea RFQ No. 20-11-01

RFQ FORM C

Proposer: MAG International, Inc.

Forms A, B & C are available in WORD format upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH RESPONSE 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 Qualifications referenced above ("RFQ") and any other documents accompanying or made a part of this RFQ.

I hereby propose to furnish the goods or services specified in the RFQ. I agree that my response will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the responses.

I certify that all information contained in this response, which includes the Town required RFQ forms A, B, and C, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response 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 Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the response and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this response.

I further certify, under oath, that this response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response for the same product or service; no officer, employee or agent of the Town or any other proposer has a financial interest in said response; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters herein contained and was duly authorized to do so.

If this response is selected, I understand that I will be expected to execute the Town's standard Continuing 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,

FORMS

Lauderdale-By-The-Sea RFQ No. 20-11-01

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 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.

Management Advisory Group International, Inc.

Name of Business

By:

Donald C. Long

Signature

Donald C. Long, Ph.D., President

Print Name and Title

2992 Reidville Road

Spartanburg, SC 29301

Mailing Address



Town Commission Agenda Item Report

Meeting Date: February 23, 2021

Submitted by: Jhanelle Campbell, Acting Director

Submitting Department: Development Services

Item Type: New Business

Agenda Section: New Business

Subject Title: Resolution 2021-12 Adopting the 2021 Building Fee Study and Establishing a Building Permit Technology Fee (**Exhibit 1**)

Explanation: In 2011, the Town contracted with CAP Government, Inc. ("CAP") to provide building department services to the Town in replacement of Broward County (the "County"). At that time, fees for such services were negotiated, so building permit costs were less than what the County previously charged. Fees were based on a percentage of the building costs, which is typical for the surrounding area. However, a formal fee study was not initiated to establish building fee costs.

In 2019, the Florida Legislature adopted Section 166.222(2), Florida Statutes, which requires municipalities to post permit and inspection fees, the fees that are collected, and how these fees are allocated to cover permit-related services. The intent of the legislation is to ensure that the fees collected for building permit services do not exceed the costs associated with providing this service. The reporting is mandated by December 2020. The Town has met these requirements and the report is available on the Town's website.

In February 2020, to ensure that the Town met the requirements of the new legislation, the Town contracted with PMG Associates, Inc. ("PMG") to undertake a building permit fee study to analyze the fees being charged for building permit review and compare them with the costs associated with providing the service. The Town also asked PMG to compare the fees that the Town is charging to other County municipalities to make sure the costs are comparable. While this report was completed last fiscal year, it was not brought to the Commission for its review and consideration.

The Interim Town Manager has asked staff to ensure all reports and studies completed for the Town are presented to the Commission for its review and consideration. Therefore, PMG's report is attached as **Exhibit 2**. The study confirms that the Town's permit fees is in the mid-range of fees for communities in the area.

Building permit fees are collected to cover the costs of providing building services to the Town. Approximately 75% of the permit fees collected are paid to CAP for providing building inspection services. The Town keeps the remaining fees. The costs to provide building services to the Town can be broken down into Direct (the contracted cost to provide building services) and Indirect (Town staff time to administer the contract, rent, utilities, etc.) costs. PMG's analysis of these costs found that the Town's building fees do not account for the total cost (direct + indirect) of the services provided.

PMG recommended increasing the building permit fees by 35% to cover these indirect costs. The proposed fee schedule is included on page 10 of the report. Town staff did not recommend this increase. An additional requirement of the aforementioned Florida Statutes was that the FY21 Budget include a Building Fund. This was created and a percentage of staff salaries and benefits, and other indirect costs were allocated in this fund. By allocating a percentage, the Building Fund was balanced without the need to increase permit fees. This allocation was approved by the Commission during the budget process.

Currently, staff still does not recommend an increase to the overall building permit fee, but rather recommends the addition of a technology fee equal to 2% of the building permit fee. This fee can be used to set aside funds to scan the permit plans, which is necessary since the Town is quickly running out of space to store paper files. The Town could also utilize these funds to acquire new technology to improve the efficiency of the service provided.

Recommendation: Staff is recommending that the Town Commission adopt Resolution 2021-XX, which establishes a 2% technology fee for building permits. No other change to the building fee schedule is being recommended at this time.

Attachments:

1. Exhibit 1 PMG Report
2. Exhibit 2 Resolution 2021-12

LAUDERDALE-BY-THE-SEA

**ANALYSIS OF
BUILDING PERMIT FEE SCHEDULE**

August 2020

PMG Associates, Inc.

Lauderdale-By-The-Sea, Building Permit Fee Study

INTRODUCTION

The Building Department of the Town of Lauderdale-By-The-Sea issues permits for construction, remodeling and other activities. Under FS 166.222, the revenue from these permits cannot exceed the cost of providing the service. House Bills 447 and 127 were approved in the 2019 session of the Florida Legislature. The bills establish specific reporting and permit fee requirements for municipalities. The bills prohibit local governments from carrying forward a budget balance greater than the average cost for enforcing the Building Code for the preceding four fiscal years. Any excess funds must have a specific purpose to better the Department or be returned to the customers. However, it is also essential for the revenue generated to cover all costs of maintaining the Department.

The Town contracts with CAP Government Inc. (CAP), a private firm, to provide Building Department services. CAP employees process building permit applications Monday to Friday from 8 a.m. to 4:30 p.m. in the Development Services Department, which is adjacent to Town Hall.

CAP is responsible for ensuring compliance with the Florida Building Code (FBC) for The Town of Lauderdale-By-The-Sea. CAP reviews building plans and oversees inspection services to ensure the health, safety, and welfare for the citizens of Lauderdale-By-The-Sea.

The contract between the Town of Lauderdale-By-The-Sea and CAP has an agreement for the fees collected by the Town to be distributed at a rate of 75% of the fees are allocated to CAP as remuneration for their services. The remaining 25% is retained by the Town to reimburse the General Fund for expenditures accrued. The Town is responsible for establishing and collecting the fees. There is no minimum payment to CAP for their services. The fee is based on the permit applications and subsequent services.

The Town does not have an accumulated surplus, at this time, so there is no conflict with the new State law. The Town has also opted to set a separate accounting Fund for the Building Department. This action will make it simpler to track the finances of the Department.

STUDY METHODOLOGY

This study focuses on establishing the cost to perform the service and the revenue generated from the permit fees. This method will consider the ability of the fees charged to cover the expenditures of the Department.

The methodology includes:

- Financial Statement Analysis
- Determination of the cost to provide the service
- Comparison of fee rates with other municipalities
- Revision of the fee schedule
- Methods to comply with the new State legislation

Lauderdale-By-The-Sea, Building Permit Fee Study

METHODOLOGY AND STRUCTURE

Another form of analysis is based on the actual costs incurred for providing the service. The costs identified in this analysis reflect the combination of salary and direct expenses incurred by the Town of Lauderdale-by-the Sea. The time required to provide the service is multiplied by the salary rate for each job classification to generate a total salary cost for each function. These direct salary costs are then increased by the fringe benefit rate to arrive at a true total cost for the service.

The direct salary fringe and overhead benefit rate for the Town of Lauderdale-by-the Sea was determined through a review of the Financial Statements for the Building Department and was determined to be 36.11% of direct salaries. The budget line items included in this calculation are Statuary payments to the Federal and State government, as well as Retirement and Insurance.

Indirect and administrative operating costs include Operating Expenditures. Data provided by the Financial Statements leads to a determination that Administrative and Overhead Costs are 78.87% of direct salary costs.

The cost calculations for the individual services were also reviewed to determine appropriateness. This review involved extensive interviews with staff and examined the hours dedicated to the provision of service to determine if they were appropriate. In other words, was the time expended by the Town of Lauderdale-by-the Sea appropriate for the service provided and it is our determination that the hours assigned to these tasks are appropriate and were not excessive.

Proposed Fee Schedule:

While the existing fee schedule does not cover all of the expenditures associated with the Building Department, the fees do cover the costs associated with the CAP contract and appropriate staff. Some of the expenditures that are not covered include those that would have to be paid, even if there was no Building Department present, including costs for space, utilities, etc. If the Town wishes to meet all expenditures, recommendations for fee increases have been included in this section.

Surcharges:

Currently there are three surcharge programs that impact building permit fees. These surcharges are levied under Florida State Statutes and Broward County Ordinance. The three programs are:

- Florida Building Code Administration and Inspection Fund (FS 468.631) 1.5 % of permit fee, \$2 minimum
- Florida Department of Business and Professional Regulation for enforcement of Florida Building Code (FS 553.721) 1.0% of permit fee, \$2 minimum
- Broward County Surcharge (amended October 1, 2018) \$.65 per \$1,000 of construction cost.

Lauderdale-By-The-Sea, Building Permit Fee Study

These surcharges are added to the permit fee for Lauderdale-by-the-Sea and are a pass-through to the appropriate agencies.

The calculation of the permit fee is based on the Construction Value of the activity is to address the effort required by the Department and its service provider to serve the client. However, a Minimum Fee should apply for all permits to address the basic costs of the Department.

The Minimum Fee is determined through examination of the minimum effort required by the Department. A template was prepared that identifies the effort of staff required for the permit application. The amount of time expended and the salary costs were identified. All support costs are also included. The Minimum Fee is established at \$115 for all applications. Other permit applications are also based on a template and have been reviewed for appropriateness.

TABLE 1
MINIMUM FEE CALCULATION

Minimum Fee			
PROCESS	RATE	HOURS	COST
Planner	\$30.6100	0.25	\$7.65
Planning Technician	\$21.8750	0.25	\$5.47
		0.5	\$13.12
Salary Fringes and Overhead	36.11%		\$4.74
Administration	78.87%		\$10.35
Direct Costs			
TOTAL			\$28.21

Since 75% of the fee is assigned to CAP, the Minimum Fee should be assessed at \$115.

Lauderdale-By-The-Sea, Building Permit Fee Study

FINANCIAL STATEMENT ANALYSIS

A review of the actual financial results reveals that currently the Department experiences an annual loss for the past fiscal year. The loss is \$92,391 which is 9.2% of the total Revenue.

TABLE 2
ACTUAL REVENUE AND EXPENDITURES BUILDING SERVICES-FY2018/2019

Fund: 102 - Building Fund		
Revenues		
Dept: 302.100 Building Permit and Inspection		
322.100 Building Permits	\$	976,154.58
322.105 Fire Plan Review Fees		24,378.72
Building Permit and Inspection		
	\$	1,000,533.30
Expenditures		
Dept: 524.100 Building		
500.120 Regular Salaries		128,399.55
500.210 Employer FICA Taxes		9,822.57
500.220 Retirement		21,124.51
500.230 Group Insurance		16,021.96
500.310 Legal Expense		11,425.38
500.345 Contractual Services		76,493.84
500.402 Building Permit Services		739,795.17
500.410 Communications		1,851.97
500.430 Electric Service		1,000.00
500.431 Water Service		646.00
500.500 Rent Expense (\$6,465 /month)		77,580.00
500.511 Computer		3,115.01
500.630 Cap Outlay Imp bldg		5,647.97
Building Expenditures	\$	1,092,923.93

Previous year financial results were derived from the annual CAFR and Budgets. The results are found in Table 3.

Lauderdale-By-The-Sea, Building Permit Fee Study

TABLE 3
FINANCIAL RECORD FY2016 THROUGH 2018

Fiscal Year	Revenue	CAP Fees	Additional Expenditures*	Total Expenditures
2017/2018	\$ 980,605	\$709,684	\$338,594	\$1,048,278
2016/2017	\$1,042,892	\$743,297	\$346,581	\$1,089,878
2015/2016	\$1,262,332	\$1,027,072	\$487,899	\$1,514,971

*Additional Expenditures are estimated based on the approximate percentage of 2019 Building Permit and Inspection expenditures less the amount paid to CAP (Building Permit Services). Capital Outlay expenditures shown in 2019 were also included for 2017/2018 since projects were ongoing during this period.

REVIEW OF FINANCIAL IMPACTS OF THE CURRENT FEE STRUCTURE

The Current fee schedule covers the cost of the contract with CAP, which provides the review and inspection services. While it is true that the existing fee schedule does not cover all of the expenditures associated with the Building Department, some of the expenditures that are not covered include those that would have to be paid if there was no Building department present, including costs for space, utilities, etc.. If the Town wishes to meet all expenditures, proposed fee increases have been included in the Recommendation section of this report.

TABLE 4
RECONCILIATION OF FEE INCREASE

Category	Amount		Result
Revenue FY2018/2019	\$1,000,533		
Increase Proposed	\$ 350,200		
Total Revenue	\$1,350,733		
Expenditures FY2018/2019		\$1,092,924	
Increase Due to Contract with CAP		\$ 252,650	
Total Expenditures		\$1,345,574	
Surplus			\$5,159

Lauderdale-By-The-Sea, Building Permit Fee Study

COMPARISON OF BUILDING FEE SCHEDULES:

A review of eight municipalities within the State of Florida that charge a Building Permit Fee based on a percentage of construction value were surveyed. The result of that comparison is found in Table 5.

The review determined that the rates vary across the range of municipalities and do not reflect any pattern based on size or location. It is essential to levy a Base/Minimum Fee to cover the basic costs of providing the service. Even with a low construction cost, the effort for application, filing paperwork and inspection remains the same.

A review of fees in comparable municipalities was conducted, and Lauderdale-By-The-Sea is just below average for these locales. The percentage of construction cost is lower in Lauderdale-By-The-Sea than in two-thirds of the municipalities studied. Overall Lauderdale-By-The-Sea is in the middle range of the fees charged.

Lauderdale-By-The-Sea, Building Permit Fee Study

**TABLE 5
COMPARISON OF BUILDING PERMIT RATES IN OTHER MUNICIPALITIES USING % OF CONSTRUCTION METHOD**

Category	Lauderdale-by-the-Sea	Miramar	Miami	Fort Lauderdale	Pembroke Pines	Plantation	Hollywood
Minimum Fee	\$85	\$75	\$110	\$105	\$100 Res \$500 Com	\$95	\$50 if value is under \$1,000
Percent of Value	2% New Construction 3% Additions 1.5% Roofing	1.75%	2.50%	\$0.70% to 2.01%	\$1.58% to 3.71%	1.75% to 5.00%	0.77% to 5.00%
Inspection Fee	Included	Included	Included	Included	\$94.84	Included	Included
Re-inspection Fee	First re-inspection, \$65. Subsequent re-inspections up to \$260	\$75.00 first one \$175.00 each one after	\$57.00	\$80	\$94.84	\$100	\$75.00
Additional Fees	Overtime, after hours inspections \$97.50 per hour (4 hour minimum)	Plan Review 0.75% Training \$0.02 per \$100 of value	None	None	None	Processing Fee \$20 plus \$10 per discipline	2% Technology 1% Education
Increases	None	None	None	None	CPI	None	None
Expedited Permitting	Overtime rates apply	\$100.00	Actual Cost plus 10%	Being restructured	\$94.84 per hour \$142.25/hour Overtime	\$200	\$75/hour, 3 hour minimum

Lauderdale-By-The-Sea, Building Permit Fee Study

COMPLIANCE WITH NEW STATE LEGISLATION

The requirements of the new State Legislation regarding the building permit fees are three-fold. First is the requirement of a fee schedule that is based on the actual costs to provide the service. This report, and the methodology within, provides that justification. The second requirement is that any governmental entity that issues building permits cannot have a surplus that is greater than the average of the expenditures over the last four years. Since Lauderdale-by-the-Sea does not currently have a surplus, there is no violation of this requirement. Additionally, the history of the finances of the Department will make it unlikely that the Town will ever exceed the surplus limit. The last requirement is for an annual reporting of the activity of the Department including the number of permits and other data. This requirement is mandated to be in place by December 2020. Due to the issues with the pandemic, this requirement may be delayed. However, Lauderdale-by-the-Sea should implement the reporting as soon as reasonable.

The new State Legislation includes;

1. Justify the Fees charged (accomplished with this report)
2. Ensure that the Surplus is not more than the average of the Expenditures for the last four years (The surplus in not excessive)
3. Publish the activity of the Department including: (must be published, likely on the website)
 - a. Permits Issued
 - b. Inspections conducted
 - c. Revenues
 - d. Expenditures

Lauderdale-By-The-Sea, Building Permit Fee Study

RECOMMENDATIONS

The following recommendations are designed to simplify the permit fee schedule, ensure that the fees are based on sound research and industry standards, provide resources to meet the operational demands of the Lauderdale-by-the-Sea community and meet the total operational expenditure needs of the Department.

1. Increase the fees for the following
 - a. Overall Fees by 35%
 - b. Minimum Fee
 - c. Re-inspection Fee
 - d. Plan Revisions
 - e. Technical Consultation
 - f. Permit Card Replacement
 - g. Business Tax-Inspection
 - h. Overtime, Specialty and After Hours Inspection
 - i. Re-inspection
2. Establish an Education/Technology Fee at 2% of the Permit Fee
 - a. Most municipalities have established either an Education/Training Fee or Technology Fee. This policy sets aside funds to ensure that staff is up-to-date on the latest techniques and trends in the industry. The Technology Fee establishes a fund to acquire new technology (software and hardware) to improve the efficiency of the service provided.
 - b. Many cities combine the Education and Technology Fee into one charge which provides more flexibility in the budgeting process. Lauderdale-by-the-Sea should consider establishing a new ordinance that would combine the Education and Technology Fees. The recommended rate is 2% of the Permit Fee.
3. Require executed contracts for the construction where a dispute regarding Construction Value exists between the Applicant and the Department
4. Continue to use industry standard information, such as RS Means (a nationally recognized construction value service), to settle differences in construction values
5. Review permit fee percentages periodically, at least every three years, to ensure that they are up-to-date
6. Develop online transparency portal that highlights statistics such as approval time and permit volume to comply with the new State Legislation

Lauderdale-By-The-Sea, Building Permit Fee Study

PROPOSED FEE SCHEDULE

Application		Current Fee	Proposed Fee
Minimum Fee		\$85	\$115
Building Permit Fees	New Construction	2%	2.50%
	Additions or Alterations	3%	3.50%
	Roofing Permit Fees	1.5%	2.00%
	Swimming Pool Permit Fees	5%	6.00%
	Miscellaneous Permit Fees	2%	2.50%
	Demolition of Buildings	1%	1.50%
Plan Review Fees		\$85 each discipline	\$115 per discipline
Plan Review Fees Engineering		\$200 per hour	\$250 per hour
Plan Revisions after Permit is issued		\$85 per discipline	\$115 per discipline
Change of Contractor		\$85	\$115
Product approval or review of shop drawings		\$85	\$115
Technical Consultation	Plan Reviewer	\$125 per hour	\$140 per hour
	Engineer	\$210 per hour	\$250 per hour
Expired permits extension		½ of original fee with a minimum of \$85	½ of original fee with a minimum of \$115
Certificate of Occupancy/Completion	Residential	\$150	\$195
	Multi-family Residential	\$85 first unit \$50 each additional unit	\$115 first unit \$75 each additional unit
	Commercial	\$250	\$325
	Shell Buildings	\$150	\$195
	Others	\$85	\$115
	Temporary CO	\$125	\$165
Permit card Replacement		\$50	\$75
Engineering Inspection Fee		\$210	\$250 per hour
Business Tax-Building Inspection		\$150	\$150
Overtime, Specialty, and After Hours Inspection		\$97.50 per hour (4 hour minimum)	\$165 per hour (4 hour minimum)
Re-inspection	First Occurrence	\$65	\$85
	Second Occurrence	\$130	\$170
	Third Occurrence	\$195	\$255
	Fourth and subsequent Occurrences	\$260	\$340
40 Year Safety Inspection Program Fee		\$300	\$300
Work without a permit		Double the permit fee	Double the permit fee

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING AND RE-ADOPTING THE BUILDING PERMIT AND INSPECTION FEE SCHEDULE; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) adopted Resolution 2011-43, establishing building permit and inspection fees; and

WHEREAS, Broward County, by their Resolution 2012-487 required governmental authorities issuing permits pursuant to the Florida Building Code, Broward County Edition, to charge a fee in connection with such permits, effective October 1, 2012; and

WHEREAS, the Town adopted Resolution 2012-42, revising building permit and inspection fees;

WHEREAS, the Town subsequently adopted Resolution 2016-02, revising building permit and inspection fees to add fees associated with processing applications, technical consultation fees, and business tax building inspection fees; revising the criteria for the refund of permit fees; and decrease the cost of the permit extension fee and the 40 year building safety inspection program fee; and

WHEREAS, The Town adopted Resolution 2017-09 revising the criteria for refund of permit fees; and

WHEREAS, The Town adopted Resolution 2017-25 revising the criteria for renewal of an expired permit; and

WHEREAS, the Town adopted Resolution 2017-28 to revise the Mandatory State and County fees to be consistent with state law; and

27 **WHEREAS**, the Town adopted Resolution 2017-45 revising the Engineer hourly rate and
28 Engineer Inspection fee to be consistent with its current Engineering Services contract; and

29 **WHEREAS**, the Town adopted Resolution 2018-34 revising the fee schedule to reflect the
30 change to the Board of Rules and Appeals fee and to amend the Swimming Pool Permit Fee;

31 **WHEREAS**, the Town would like to amend the fee schedule to adopt a technology fee;
32 and

33 **WHEREAS**, The Town Commission finds that the fees and charges set forth in the
34 proposed revised Fee Schedule are reasonable and necessary in light of the services provided.

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

37 **Section 1.** **Recitals.** The foregoing “**Whereas**” clauses are hereby ratified and confirmed
38 by the Town Commission and incorporated herein.

39 **Section 2.** **Fee Schedule Adopted.** The Town Commission of the Town of
40 Lauderdale-By-The-Sea, Florida, hereby adopts the Building Permit and Inspection Fees, as set
41 forth in the Building Permit and Inspection Fee Schedule attached hereto and incorporated herein,
42 as Exhibit “A”.

43 **Section 3.** **Severability.** If any clause, section, or other part of this Resolution shall be
44 held by any Court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional
45 or invalid part shall be considered as eliminated and in no way affecting the validity of the other
46 provisions of this Resolution.

47 **Section 4.** **Conflict.** Resolution Nos. 2018-34, 2017-45, 2017-28, 2017-25, 2017-09,
48 2016-02, 2012-42 and 2011-43 and all Resolutions or parts of Resolutions in conflict herewith, are
49 hereby repealed to the extent of such conflict.

EXHIBIT “A”

RESOLUTION 2021-12
Town of Lauderdale-By-The-Sea

BUILDING PERMIT AND INSPECTION FEE SCHEDULE

Effective February 23, 2021

(a) Permit Processing Fees.

- (1) The full permit fee is due at time of the submission of a permit application.

(b) Calculation of permit fee.

- (1) Permit valuations shall include total value of the work including labor and materials for which the permit is being applied for.
- (2) The building permit fee shall be calculated based on the cost of construction or project. This cost may be determined in the following ways as determined by the Building Official:
- a. Cost of construction as submitted by the applicant;
 - b. Copies of signed contracts for work to be permitted; or
 - c. Using the values in the most recent edition of the RS Means Construction Valuation System.

(c) Mandatory State and County fees.

- (1) Broward County Board of Rules and Appeals Surcharge:
- A fee equal to the greater of \$2.00 or \$0.65 for each \$1,000.00, or fraction thereof of “Total Construction Cost” shall be collected for any building electrical, plumbing, mechanical, engineering, and liquefied petroleum permit issued, including but not limited to permits issued for alternations, repair, installation and demolition.
- “Total Construction Cost” shall be provided by the permit applicant or designer of record and approved by the Building Official using contracts, current R.S. Means catalog, or other methods.

Text shown in underline reflects new or revised additions.

EXHIBIT “A”

RESOLUTION 2021-12
Town of Lauderdale-By-The-Sea

BUILDING PERMIT AND INSPECTION FEE SCHEDULE

Effective February 23, 2021

(3) Florida Statute 553.721 Department of Business and Professional Regulation Surcharge - 1.0 percent of the permit fee or a minimum of \$2.00.

(4) Florida Statute 468.631 Building Code Administrators and Inspectors Fund. – 1.5 percent of the permit fee or a minimum of \$2.00.

(3) Education fee – 0.2 percent of the permit fee.

(d) Permit Fees.

(1) **Minimum Permit Fee.** \$85.00

(2) **Building Permit Fees.**

The fees for each permit are calculated based on a percentage of total construction cost under the permit and plan review fees as follows:

a. Permit fee calculation table.

Permit Type	Permit Fee
New Construction	2%
Additions or Alterations	3%
Roofing Permit Fees	1.5%
Swimming Pool Permit Fees	2%
Miscellaneous Permit Fees	2%
Demolition of Buildings	1% of Total Cost of Demolition
Elevators, Escalators, and other Lift Devices	Regulated by Broward County

Text shown in underline reflects new or revised additions.

EXHIBIT "A"

RESOLUTION 2021-12
Town of Lauderdale-By-The-Sea

BUILDING PERMIT AND INSPECTION FEE SCHEDULE

Effective February 23, 2021

- b. Plan review fees.
1. Building disciplines. The building permit fee includes review by one construction discipline. If more than one discipline must review or inspect the project, then an additional discipline fee, including zoning, of \$85.00 for each applies.
 2. Engineering. Engineering fees are calculated at \$210 per hour.
- c. Miscellaneous permits include but are not limited to doors, garage doors, windows, storm shutters, fences, sheds, pool decks, paver patios, concrete slabs, driveways, screen enclosures, tents, gazebos, retaining walls, sea walls, etc. This also includes any miscellaneous electrical, plumbing, or mechanical permits covered by the Florida Building Code.
- (e) Plan Revisions after permit is issued.**
- | | |
|---|---------|
| (1) Change of Plans/revisions each discipline | \$85.00 |
| a. Plus additional permit fees- verification of additional cost of job including all systems | |
| (2) As determined by the Building Official, if the proposed change represents a major alteration of the floor plan, or configuration of the structure that requires extensive reexamination or computation, then the original permit shall be voided, and one half (1/2) of the original permit fee may be applied to the new permit. | |
| (3) Change of Contractor | \$85.00 |
| (4) Product approval or review of shop drawings after permit is issued | \$85.00 |
- (f) Technical Consultation**
- | | |
|--|----------|
| (1) Plan Reviewer, per hour or portion thereof | \$125.00 |
| (2) Engineer | \$210.00 |

Text shown in underline reflects new or revised additions.

EXHIBIT “A”

RESOLUTION 2021-12
Town of Lauderdale-By-The-Sea

BUILDING PERMIT AND INSPECTION FEE SCHEDULE

Effective February 23, 2021

(g) Extension of Permit.

- (1) Permit Extension Prior to Initial Permit Expiration. 5% or \$85.00, whichever is greater

(h) Expired permits.

- (1) An applicant may apply one time to reinstate a permit within six (6) months after expiration of that permit, the application fee is half (1/2) of the original fee with a minimum of \$85.00, provided the application is for the same permit, the same plans on the same property, and that no refund has been made.
- (2) A permit which has been reinstated once, may not be reinstated a second time. The applicant must apply for a new permit with payment of all fees applicable at the time of the new permit application.
- (3) Application to reinstate an expired permit shall not be accepted more than six (6) months after the expiration of the permit. The applicant must apply for a new permit with payment of all fees applicable at the time of the new permit application.
- (4) Section (m), Fee for work without a permit, applies if applicable.

(i) Certificate of Occupancy/Completion: this fee is due at time of initial building permit submission.

	Certificate of Occupancy	Temporary/Partial Certificate of Occupancy	Certificate of Completion
Residential	\$150.00	\$125.00	
Multi-Unit Residential	First Unit \$85.00 Each Additional Unit \$50.00		
Commercial	\$250.00		
Shell Buildings			\$150.00

Text shown in underline reflects new or revised additions.

EXHIBIT “A”

RESOLUTION 2021-12
Town of Lauderdale-By-The-Sea

BUILDING PERMIT AND INSPECTION FEE SCHEDULE

Effective February 23, 2021

	Certificate of Occupancy	Temporary/Partial Certificate of Occupancy	Certificate of Completion
Others			\$85.00

(j)	Permit Card Replacement	\$50.00
(k)	Additional Services.	
(1)	Engineering Inspection Fee	\$210.00
(2)	Business Tax-Building inspection (for all disciplines)	\$150.00
(3)	Overtime, Specialty, and After Hours Inspections: 4 hour minimum at \$97.50 per hour or fraction thereof	
(4)	Re-inspections	
a.	First Occurrence	\$65.00
b.	Second Occurrence	\$130.00
c.	Third Occurrence	\$195.00
d.	Fourth and all subsequent Occurrences	\$260.00
(l)	40 Year Building Safety Inspection Program Fee.	\$300.00
(m)	Fee for work without a permit.	Double the Permit Fee
(n)	Refund of Permit Fee.	

Text shown in underline reflects new or revised additions.

EXHIBIT “A”

RESOLUTION 2021-12 *Town of Lauderdale-By-The-Sea*

BUILDING PERMIT AND INSPECTION FEE SCHEDULE

Effective February 23, 2021

- (1) For permit fees paid after March 14, 2017, the permit holder may request a refund if the project is abandoned prior to commencement of construction. The Building Official is authorized to approve a refund less the cost of work performed by the Town, administrative expenses, and nonrefundable fees paid by the Town.
- (2) There will be no refund of fees after construction begins or permit expires.

(o)Technology Fee

2% of Building Permit Fees

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Text shown in underline reflects new or revised additions.



Town Commission Agenda Item Report

Meeting Date: February 23, 2021

Submitted by: Jhanelle Campbell, Acting Director of Development Services

Submitting Department: Development Services

Item Type: Resolution

Agenda Section: Resolution

Subject Title: Resolution 2021-13: Landscape Irrigation and Water Conservation (**Exhibit 1**)

Explanation: At their January 26, 2020 meeting, the Commission discussed the South Florida Water Management District's (SFWMD) request for the Town to adopt an ordinance enforcing the SFWMD irrigation restrictions (**Exhibit 2**). After the presentation and Commission discussion, the Commission decided against adopting an enforcement ordinance and instead directed staff to prepare a Resolution in support of the existing Broward County Landscape Irrigation Code, which mirrors the SFWMD requirements. Resolution 2021-13 achieves the Commission's request.

Resolution 2021-13 supports the SFWMD's landscape irrigation restrictions such as:

1. Landscape irrigation is prohibited daily between the hours of 10:00 a.m. and 4:00 p.m.
2. Even-numbered addresses may only irrigate landscape on Thursday and/or Sunday.
3. Odd-numbered addresses may only irrigate landscape on Wednesday and/or Saturday.
4. New landscaping can be irrigated on the day of installation without regard to the normally allowable watering days and times.

In addition, approval of this Resolution will galvanize staff to conduct public outreach to educate the public about the importance of water conservation and increase awareness about the existing irrigation schedule already codified in the Broward County Code of Ordinances.

Recommendation: Staff recommends that the Town Commission approves Resolution 2021-13.

Attachments:

1. Resolution 2021-13
2. January 26, 2021 Town Commission Meeting Minutes

RESOLUTION 2021-13

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ENCOURAGING COMPLIANCE WITH BROWARD COUNTY'S YEAR-ROUND LANDSCAPE IRRIGATION MEASURES AND DIRECTING THE TOWN MANAGER TO IMPLEMENT PROGRAMMING TO EDUCATE THE PUBLIC REGARDING LANDSCAPE IRRIGATION CONSERVATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Floridians use approximately 6.5 billion gallons of freshwater every day;

and

WHEREAS, with 40 percent of the state's population and a sizable agriculture industry, South Florida consumes 3.4 billion gallons of water every day – more than half the state total; and

WHEREAS, according to the latest U.S. Geological Survey water use report, South Florida residents average 179 gallons of water per person per day – the highest usage in the state; and

WHEREAS, the statewide average is 158 gallons and it is estimated that up to half of that goes to outdoor irrigation and more than 50 percent of the water typically applied to lawns is lost to evaporation or run-off due to overwatering; and

WHEREAS, by 2025, six million new residents are projected to make Florida their home, swelling the population to more than 24 million. More than half of the new residents will settle in South Florida. At the same time, South Florida's demand for freshwater is projected to increase to 4.3 billion gallons per day – a 22 percent increase over today's use; and

WHEREAS, in total, the demand for urban and agricultural water uses is projected to increase significantly over the next 20 years; and

WHEREAS, future water demands must be met without causing harm to the environment and water resources; and

31 **WHEREAS**, the South Florida Water Management District (the “SFWMD”) has the
32 responsibility and exclusive authority under Chapter 373, Florida Statutes (F.S.), for regulating
33 the consumptive use of water; and

34 **WHEREAS**, the SFWMD has promulgated Chapter 40E-2, Florida Administrative Code
35 (F.A.C.), for the consumptive use of water which includes Rule 40E-2.061, F.A.C., General
36 Consumptive Use Permits by Rule, regulating landscape irrigation at a single family dwelling or
37 duplex, and Rule 40E-2.071, F.A.C., Noticed General and Individual Permits, regulating larger
38 landscape irrigation users; and

39 **WHEREAS**, the SFWMD promulgated and amended Chapter 40E-24, F.A.C., requiring
40 year-round irrigation conservation measures; and

41 **WHEREAS**, Chapter 40E-24, F.A.C., applies to all users as defined in subsection 40E-
42 24.101(14), F.A.C., including permitted and exempt users under Chapter 40E-2, F.A.C.; and

43 **WHEREAS**, in accordance with Rule 40E-2.061, F.A.C., Broward County (the
44 “County”) has adopted year-round landscape irrigation measures ordinance, codified in Section
45 36-55 of the County Code (attached as Exhibit “A”), which is applicable to all County
46 municipalities; and

47 **WHEREAS**, the Town Commission encourages compliance with the County year-round
48 landscape irrigation measures and will engage in efforts to educate the public regarding
49 landscape irrigation conservation.

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

52 **SECTION 1. Recitals.** The foregoing "WHEREAS" clauses are true and correct and
53 hereby ratified and confirmed by the Town Commission and incorporated herein.
54

SECTION 2. Encouragement of Landscape Irrigation Conservation Measures. The Town Commission encourages compliance with the County year-round landscape irrigation measures, attached as Exhibit “A,” which is applicable to Town residents, and directs the Town Manager to implement programming to educate the public regarding landscape irrigation conservation.

SECTION 3. Conflicts. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 4. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Town Commission of the Town of Lauderdale-By-The-Sea, Florida, this ____th day of February, 2021.

MAYOR CHRIS VINCENT

ATTEST:

Town Clerk Tedra Allen, CMC

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

Exhibit "A"

BROWARD COUNTY YEAR-ROUND LANDSCAPE IRRIGATION MEASURES

Sec. 36-55. - Year-round landscape irrigation measures; variances.

In addition to the measures which may be imposed by Sections 36-52, 36-53, and 36-54:

(a) Year-round landscape irrigation measures shall be applicable to all users as defined in Section 36-51. These measures apply to all water sources, except that landscape irrigation accomplished using reclaimed water is subject to only Subsection (b)(1) of this section.

(b) The following requirements or exceptions shall apply to all users unless specified otherwise herein:

(1) Landscape irrigation shall be prohibited daily between the hours of 10:00 a.m. and 4:00 p.m., except as provided herein.

(2) Irrigation of existing landscaping shall comply with the following provisions:

a. Even-numbered addresses, as defined in Section 36-51 of this article, and rights-of-way or other locations without an address, may accomplish necessary landscape irrigation only on Thursday and/or Sunday.

b. Odd-numbered addresses, as defined in Section 36-51 of this article, may accomplish necessary landscape irrigation only on Wednesday and/or Saturday.

(3) Irrigation of new landscaping shall comply with the following provisions:

a. On the day the new landscaping is installed, the new landscaping may be irrigated once without regard to the normally allowable watering days and times. Irrigation of the soil immediately prior to the installation of the new landscaping is also allowable without regard to the normal allowable watering days and times.

b. The ninety (90) day period begins the day the new landscaping is installed. The new landscaping shall be installed within a reasonable time from the date of purchase, which may be demonstrated with a dated receipt or invoice.

c. Irrigation of new landscaping which has been in place for thirty (30) days or less may be accomplished on Monday, Tuesday, Wednesday, Thursday, Saturday, and/or Sunday.

d. Irrigation of new landscaping which has been in place for thirty-one (31) to ninety (90) days may be accomplished on Monday, Wednesday, Thursday, and/or Saturday.

e. Irrigation of the new landscaping is limited to areas containing the new landscaping only. An entire zone of an irrigation system shall only be utilized for landscape irrigation under this paragraph if the zone in question is for an area that contains at least fifty percent (50%) new landscaping. If a zone contains less than fifty percent (50%) new landscaping, or if the new landscaping is in an area that will not typically be irrigated by an irrigation

- system, only the individual new plantings are eligible for additional irrigation under this paragraph. Targeted watering may be accomplished by low volume hand watering, or any appropriate method which isolates and waters only the new landscaping.
- (4) Irrigation systems may be operated outside restricted days and/or times for the purpose of system repair and maintenance, with an attendant on-site in the area being tested. Landscape irrigation systems may routinely be operated for such purposes no more than once per week, and the run time for any one test should not exceed ten (10) minutes.
- (5) Landscape irrigation for the purpose of watering-in insecticides, fungicides, and herbicides, where such watering-in is required by the manufacturer, or by federal, state or local law, shall be allowed under the following conditions:
- a. Such watering-in shall be limited to one application in the absence of specific alternative instructions from the manufacturer; and
 - b. Such watering-in shall be accomplished during normal allowable watering days and times unless a professional licensed applicator has posted a temporary pesticide sign containing the date of application and the date(s) of needed watering-in activity.
- (6) Any plant material may be watered using low-volume hand watering methods without regard to the water days or times allowed pursuant to this section.
- (c) In addition to the specific measures enumerated above, all wasteful and unnecessary water use as defined in Section 36-51 is prohibited.
- (d) In the event the district imposes restrictions on landscape irrigation for new and existing installations which are more restrictive than those imposed by this section, the more restrictive regulations shall apply.
- (e) All other uses of the water resource as defined in this article, including, but not limited to, agricultural, nursery, and golf course uses, shall be restricted pursuant to the rules, orders, and regulations issued from time to time by the district.
- (f) Any User may request relief from the provisions of this section for landscape irrigation uses within the unincorporated area of Broward County by filing a petition for variance with the Broward County Permitting, Licensing and Consumer Protection Division, or such successor Division of the County authorized to carry out Code Enforcement, accompanied by the fee set forth in Chapter 40, Part VI, of the Broward County Administrative Code. Such petitions will be heard by a hearing officer authorized to conduct hearings under Chapter 8½ of the Broward County Code of Ordinances. Any User may request relief from the provisions of this section for landscape irrigation uses within an incorporated area of Broward County by filing a petition for variance with the relevant municipality. Municipalities are authorized to accept, consider, and grant or deny variance petitions from Section 36-55 for Users within the incorporated areas pursuant to the provisions of Subsections 36-55(f)(1)–(5) or adopt ordinances providing for variances from Section 36-55 that are consistent with the provisions of Subsections 36-55(f)(1)–(5). Municipalities may enter into an interlocal agreement with Broward County to provide services for variances within the incorporated areas.

- (1) Petitions may request a variance from the specific day or days for landscape irrigation identified in this section and must demonstrate with particularity that compliance with the schedule of days for landscape irrigation will result in a substantial hardship on the petitioner requesting the variance, or those served by the petitioner. Variances granted pursuant to this section may not increase the total number of days per week per zone that irrigation is allowed. Subject to the other requirements for the consideration of a petition, the following are examples of circumstances that may result in a substantial hardship:
- a. Two (2) or more properties share a common source of water which is not sufficient to provide for concurrent landscape irrigation on the same day or days; or
 - b. A public or private water system is experiencing, or reasonably anticipating, distribution problems that cannot otherwise be addressed.
- (2) Each variance granted shall include a requirement for a notice to be posted at each parcel to which the variance pertains that the parcel is subject to a variance for landscape irrigation issued pursuant to Section 36-55 of the Broward County Code of Ordinances and the days on which irrigation of the parcel is authorized by the variance.
- (3) A petition for variance may be withdrawn by the petitioner any time before a hearing on the petition has begun.
- (4) A variance under this section is invalid if it has expired or if its terms are violated by the User or any officer or agent of the User.
- (5) A petition must contain the following information:
- a. A caption including "Petition for Variance from Section 36-55, Broward County Code of Ordinances";
 - b. The name, address, telephone number, and any facsimile number of the petitioner and any attorney or qualified representative of the petitioner;
 - c. The applicable section, or portions of a section, of the Code of Ordinances from which a variance is being requested;
 - d. The specific day or days for landscape irrigation that pose a substantial hardship to comply with, and the alternative day or days during which the petitioner can comply without such a hardship;
 - e. The specific facts that demonstrate a substantial hardship or a violation of the principles of fairness that would justify a variance;
 - f. The reason why the variance requested would serve the purposes of this section;
 - g. A statement of whether the variance requested is permanent or temporary. If the variance is temporary, the petition shall include the dates during which the petitioner requests the variance to be in effect; and
 - h. A map or survey of each parcel affected by the requested variance.

218 (g) Appeal of the hearing officer's order granting or denying a petition for variance
219 pursuant to Subsection 36-55(f) shall be made within thirty (30) days of the rendition of
220 the order by petition for *writ of certiorari* to the Circuit Court of the 17th Judicial
221 Circuit or as otherwise provided for appeals of a county or municipal order under
222 general law.

223 (Ord. No. 91-8, § 3, 2-19-91; Ord. No. 2010-01, § 2, 1-12-10; Ord. No. 2010-19, § 1, 6-8-10)

224



APPROVED
MEETING MINUTES
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, January 26, 2021
6:30 PM

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:30 p.m. Also present were Vice Mayor Alfred "Buz" Oldaker, Commissioner Edmund Malkoon, Commissioner Eliot Sokolow, Commissioner Randy Strauss, Interim Town Manager Linda Connors, Assistant to the Town Manager Neysa Herrera, Assistant Town Attorney James White, Director of Finance and Budget Lucila Lang, Municipal Services Director Ken Rubach, Acting Development Services Director Jhanelle Campbell, Special Projects Coordinator Debbie Hime, Town Engineer Jay Flynn, Senior Office Specialist Lisa Slagle, Public Information Officer/IT Administrator Steve d'Oliveira, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pauline Brooks McGuinness gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

**a. South Florida Water Management Request for Irrigation Ordinance
(Jhanelle Campbell, Acting Development Services Director)**

Acting Development Services Director (A/Development Services Director) Jhanelle Campbell recalled that in September 2020, Staff brought forward an item in which the South Florida Water Management District (SFWMD) asked the Town to adopt an irrigation Ordinance. At that meeting, the Town Commission directed Staff to monitor the response of other municipalities and bring back additional information for the Commission's consideration.

Robert Wanvestraut, representing SFWMD, explained that this initiative was driven by the District's Executive Governing Board. The year-round irrigation Ordinance was last updated in 2010 but was not adopted by all South Florida municipalities. SFWMD has worked with its Office of Counsel to develop model Code language for the Ordinance.

The year-round Ordinance was developed as a means to protect local drinking water and environmental water resources. As SFWMD covers 16 Florida counties, they cannot enforce these regulations without cooperation at the local level. SFWMD feels local adoption of the proposed Ordinance is an important step in solidifying local ownership of the Ordinance. Mr. Wanvestraut emphasized that the proposal is about compliance rather than enforcement. SFWMD believes when a municipality is seen as leading this effort, it will foster compliance from its residents.

Interim Town Manager Linda Connors stated that the Town will work with its marketing team to ensure that residents are aware of rules and regulations regarding year-round watering. She proposed providing information on this issue in *Town Topics*, providing an information booth at the Farmers' Market, and providing other marketing steps that would encourage compliance with the regulations.

Mr. Wanvestraut advised that SFWMD's intent is to encourage seamless adoption of the Ordinance everywhere. Mayor Vincent replied that the Town's preference is to educate residents about the proposed Ordinance rather than taking an enforcement approach. He recommended partnership with SFWMD in this effort, as the Town did not wish to enforce the Ordinance on behalf of the County or SFWMD, but preferred to act in partnership with those entities to educate the public. The Commission agreed by consensus to work toward a goal of increased public awareness.

Mr. Wanvestraut noted that SFWMD has a cooperative funding program for water conservation that may be used by all municipalities and utilities. He proposed that this program may help educate residents on appropriate management of their irrigation systems. Mayor Vincent emphasized again that the Town plans to take a proactive and educational approach on this issue, adding that release of funding should not be contingent upon the adoption of an Ordinance. He pointed out that most residents are already aware of these rules and follow them.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Town Clerk Tedra Allen read the following public comment:

- Barbara Cole, resident, requested that the Commission look at alternative designs for El Mar Drive in advance of further discussion of this project in October 2021, and did not feel existing conditions constitute a significant safety hazard

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

7. PUBLIC SAFETY DISCUSSION

a. BSO December 2020 Report (Captain Tom Palmer, BSO)

Captain Tom Palmer of the Broward Sheriff's Office (BSO) recognized Deputy Mark Wendt as Deputy of the Month for December 2020. Deputy Wendt's quick response to an incident of retail theft led to the apprehension of the suspect.

Commissioner Strauss asked if the Citizen Observer Patrol (COP) program would be reinstated in the future. Capt. Palmer advised that this program remains on hold due to COVID-19 safety measures.

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

b. VFD December 2020 Report (Chief Judson Hopping, VFD)

Volunteer Fire Department (VFD) Chief Judson Hopping related an incident involving a garbage truck on fire, which resulted in major and minor explosions.

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

8. TOWN MANAGER REPORT

Interim Town Manager Connors stated that Staff is working to reopen Town Hall. Beginning on Saturday, January 30, 2021, the Public Works Department will resume full-time activity using procedures with which they are safe and comfortable. Jarvis Hall will be used as an additional break room to provide for social distancing. Specific cleaning procedures will be required for Town vehicles.

All Town Departments will be staffed until 4:30 p.m. each afternoon to respond to questions from the public. Staff plans to discuss how to continue moving forward at an upcoming meeting.

Mayor Vincent emphasized the importance of maintaining safety protocols associated with the ongoing COVID-19 pandemic. Commissioner Strauss recommended that the Commission discuss a timeline and necessary procedures for the resumption of meetings in person at City Hall. Mayor Vincent noted that Interim Town Manager Connors will report back on Staff's comfort level with reopening at a subsequent Commission meeting.

Commissioner Sokolow suggested that the Town work with a larger organization to set up a COVID-19 vaccination site in Lauderdale-By-The-Sea. Interim Town Manager Connors recalled that the Town was invited to use a small amount of vaccine provided by Oakland Park, and reached out to the VFD and Armilio Bien-Aime to review a list of residents with special needs. Mayor Vincent added that the Town may also wish to provide additional vaccination information on local channel 78.

Town Attorney Trevarthen further clarified that the rules of Florida's vaccination programs require that they are open generally rather than limited to residents of Lauderdale-By-The-Sea. Individuals seeking vaccination must show that they are residents of Florida.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

- a. **January 8, 2021 Special Town Commission Meeting Minutes (Tedra Allen, Town Clerk)**
- b. **January 8, 2021 Town Commission Meeting Minutes (Tedra Allen, Town Clerk)**

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

11. CONSENT AGENDA

a. Contract for Auditing and Financial Analysis Services (Lucila Lang, Director of Finance & Budget)

Director of Finance and Budget Lucila Lang recalled that in September 2020, the Commission authorized the Town Manager to negotiate a contract for auditing and financial analysis services and bring it back to the Commission for approval. The contract was signed before it was brought back to the Commission. The services provided will be for the Town as well as the VFD Pension Plan for five years, in an amount not to exceed \$222,000.

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

b. Parking Fund Transfer (Lucila Lang, Director of Finance & Budget)

Finance Director Lang recalled that Vice Mayor Oldaker had brought this Item to the Commission's attention at a previous meeting. She and Interim Town Manager Connors have worked with former Town Manager Connie Hoffman to review the budget and determined that \$698,905 can be transferred back into the Parking Fund.

Interim Town Manager Connors further clarified that the items were reversed as shown on the Commission's backup materials. These funds were transferred into the General Fund from the Parking Fund. This Item would reverse that transfer, as these dollars are not necessary at this time. If the amount is moved back into the Parking Fund, it will remain available for other expenses in the future. Vice Mayor Oldaker thanked Staff for looking into this issue and bringing it forward as an Agenda Item.

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

12. OLD BUSINESS

a. BSO High Visibility Expenditures FY20/21 (Linda Connors, Interim Town Manager)

Interim Town Manager Connors explained that she and BSO Capt. Palmer have worked together on this issue. Prior to reopening after the first wave of the pandemic, 16 shifts were added in high-visibility Downtown areas. This helped with the added requirements

of enforcement related to the pandemic. The cost of these additional shifts was approximately \$18,000 every two weeks.

From October 1, 2020 to February 9, 2021, this cost will increase to \$162,400. The Town's fiscal year (FY) 2020-2021 budget includes only \$80,000 in overtime for the entire year. Staff requests that half of this overtime budget be used, with the other half remaining in the budget for future needs. This would result in a bill of approximately \$123,000 due to BSO. Staff is seeking the Commission's approval because this amount exceeds the \$15,000 limit within which the Town Manager's authority is sufficient.

Interim Town Manager Connors continued that the date of February 9, 2021 was selected because she and Capt. Palmer will bring forward an Agenda Item at that evening's scheduled Commission meeting. This memorandum will outline the extra services provided, as well as options for reducing their costs. They will also bring forward a memorandum of understanding (MOU) with Broward County, as these services are over and above the services included in the Town's contract as well as over the amount of overtime in the budget. At present, Staff is asking that the Commission authorize the payment of expenditures that have already occurred.

Vice Mayor Oldaker asked where the estimated \$123,000 would come from. Finance Director Lang replied that the Unassigned Fund Balance included roughly \$3 million, which can cover this expense. Interim Town Manager Connors advised that they are working together to bring forward other reconciliations and recommendations at upcoming meetings.

Vice Mayor Oldaker also asked if the Commission would see a reconciliation of expenses and reimbursements related to the COVID-19 pandemic from the previous year. Interim Town Manager Connors confirmed that this information will be provided, noting that some of the Coronavirus Aid, Relief, and Economic Security (CARES) Act funds received by the Town were used to pay for these additional expenses.

Mayor Vincent asked if additional CARES funding for reimbursement is anticipated at this time. Interim Town Manager Connors replied that the Town does not anticipate any further funding from this source.

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

13. NEW BUSINESS

a. Payment to Town Manager Upon Separation (Linda Connors, Interim Town Manager)

Finance Director Lang advised that as the former Town Manager was terminated effective January 8, 2021, he receives 20 weeks' severance pay. The gross amount due him would be \$65,848. Accrued vacation time would add roughly \$11,400 to this amount. No sick leave, deferred compensation, or other time has accrued.

Finance Director Lang noted that the only change to these figures is a medical insurance expense. The total expense to the Town for the separation would be \$85,829.53.

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

14. COMMISSIONER COMMENTS

Commissioner Malkoon reported that Delicacies will hold a benefit for the Community Church on February 1, 2021 at 6:30 p.m. He continued that he is appreciative of Interim Town Manager Connors' leadership and the support she has received from Staff as well as from former Town Manager Connie Hoffman.

Commissioners Sokolow and Strauss also recognized the contributions of Interim Town Manager Connors and all of Town Staff during a difficult time.

Commissioner Strauss encouraged residents to visit the Farmers' Market and thanked the public for the continued wearing of face coverings or masks.

Mayor Vincent and Vice Mayor Oldaker thanked Interim Town Manager Connors for her patience and dedication in this new position during a transitional period.

15. ORDINANCES 1ST READING

- a. Ordinance 2021-01 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING AND RE-NAMING CHAPTER 6.5 “CODE ENFORCEMENT”; AMENDING SECTIONS 6.5-5, ENTITLED “CONDUCT OF HEARING” AND 6.5-13 ENTITLED “CODE CITATION FORM”; TO CLARIFY THE PROCEDURES FOR THE ISSUANCE OF CITATIONS, IMPOSITION OF CIVIL PENALTIES AND**

**ADMINISTRATIVE HEARINGS RELATED TO CITATIONS; PROVIDING
FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN
EFFECTIVE DATE.**

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

A/Development Services Director Campbell explained that this Ordinance is a means to enhance the established process for Special Magistrate hearings. It also updates and clarifies outdated language. Civil citations are currently a Code Compliance measure that is used in other Broward County municipalities, and Staff feels they can enhance the Town's existing Special Magistrate process. Affected items include transient violations such as those involving bulk trash, commercial vehicles, and recreational vehicle (RV) storage.

The Ordinance was developed in accordance with Florida Statute 162. Warnings would continue to be issued prior to any tickets. The maximum fee for a first violation would be approximately \$250, with repeat violations costing \$500.

Vice Mayor Oldaker requested clarification of the backup services available to Staff in the event of any issues that may arise. A/Development Services Director Campbell stated that she and Interim Town Manager Connors have discussed the possibility of asking BSO personnel to accompany Code Officers in the event that a difficult citation must be issued.

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

16. ORDINANCES 2ND HEARING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

- a. **Resolution 2021-03 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, PURSUANT TO TOWN CODE SECTION 2-27, "WAIVER OF CODE REQUIREMENTS," FINDING THAT THE COVID-19 PANDEMIC CONTINUES TO BE AN EXTRAORDINARY CIRCUMSTANCE AND CONTINUING TO WAIVE**

THOSE CODE REQUIREMENTS FOR PERMITTED SIDEWALK CAFÉS AND FOR BUSINESS TAX RECEIPTS THAT WERE PREVIOUSLY WAIVED BY RESOLUTION 2020-39 FROM JANUARY 15 THROUGH JULY 15, 2021 UNLESS FURTHER EXTENDED BY THE TOWN COMMISSION; PROVIDING FOR EXPIRATION, CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE. (Jhanelle Campbell, Acting Development Services Director)

Town Clerk Allen noted a scrivener's error: the correct title is Ordinance 2021-03.

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

Commissioner Strauss recalled that former Town Manager Bill Vance had stated he would provide backup information on potential revenue losses related to this Item. Interim Town Manager Connors replied that the Town budgeted \$35,000 for sidewalk café fees in FY 2021; this Resolution would waive two-thirds of this amount. Delinquent business tax receipt fees would be negligible. She added that prior to July 15, 2021, Staff will make a recommendation on how and when to resume these fees.

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

- b. Resolution 2021-05 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADJUSTING THE SALARY OF INTERIM TOWN MANAGER TO AN AMOUNT REFLECTIVE OF THE ATTENDANT RESPONSIBILITIES; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION, SEVERABILITY, AND FOR AN EFFECTIVE DATE. (Mayor Chris Vincent)**

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

Mayor Vincent advised that in consideration of the greatly increased responsibilities assumed by Interim Town Manager Connors, the Commission recommends increasing her salary by 18% during her time in this role, retroactive to January 9, 2021. He felt this increase is well-deserved considering the amount of work taken on during the interim period. The Interim Town Manager will revert to her current salary upon return to her position as Development Services Director.

Vice Mayor Oldaker made a motion, seconded by Commissioner Sokolow, to approve. 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 Items. Individuals wishing to speak on the Items were sworn in at this time.

**a. Administrative Adjustment (2020-L2-AA-02) for 1624 Bel Air Avenue
(Jhanelle Campbell, Acting Development Services Director)**

A/Development Services Director Campbell stated that the request is for the construction of a new single-family home on an existing foundation which encroaches 5 in. into the 25 ft. front setback, as well as a request for an encroachment of 2 ft. 11 in. into the front setback to construct a new entryway. The property was previously destroyed by fire, which means it may be replaced if an application is received within one year of the date of destruction; however, the Town did not receive the application within that time frame.

The Planning and Zoning Board reviewed the application at its January 6, 2021 meeting and recommended approval. Notice was provided to all property owners within 300 ft. of the property. The Town received one response in opposition to the project. Staff recommends approval of the request.

It was noted that no members of the public had expressed intent to speak on this Item.

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

19. ADJOURNMENT

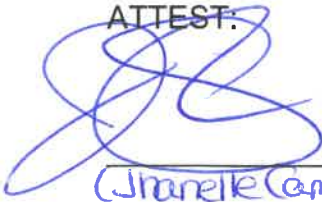
With no other business to come before the Commission at this time, the meeting was adjourned at 7:50 p.m.



Mayor Chris Vincent

Lauderdale-By-The-Sea
Virtual Town Commission Meeting
January 26, 2021

ATTEST:



(Jhanelle Campbell)
Town Clerk Tedra Allen



Date



Town Commission Agenda Item Report

Meeting Date: February 23, 2021

Submitted By: Linda Connors, Interim Town Manager

Submitting Department: Administration

Item Type: Resolution

Agenda Section: Resolutions

Subject Title: Resolution 2021-14

On January 11, 2021, Senate Bill 522 was filed to preempt regulation of vacation rentals to the state and prohibit local law, ordinance, or regulation from allowing or requiring inspections or licensing of public lodging establishments, including vacation rentals, and requiring any regulation or ordinance (including noise, trash, parking, etc.) adopted after 2011 to apply to all residential properties regardless of how the property is being used.

On January 12, 2021, House Bill 219 was filed, as a companion Bill with identical preemptions to Senate Bill 522.

As currently drafted, these bills respect the grandfathered status of the Town's 2009 regulations for single family homes and town homes, but preempt the Town's 2017 regulations that apply to 2-, 3- and 4-unit properties. Staff believes that it is in the best interest of the residents of the Town to oppose Senate Bill 522 and House Bill 219 and urge the Florida Legislature and the Governor to oppose Senate Bill 522 and House Bill 219, and any legislation which infringes on local governments' home rule authority or in any way restricts local governments' ability to regulate vacation rental uses within their neighborhoods – a uniquely local function.

Recommendation: Staff recommends that the Commission approve Resolution 2021-14

Attachments: Ex1 – Resolution 2021-14

RESOLUTION NO. 2021-14

**A RESOLUTION OF THE TOWN OF LAUDERDALE-
BY-THE-SEA, FLORIDA, URGING THE FLORIDA
LEGISLATURE AND THE FLORIDA GOVERNOR
TO OPPOSE LEGISLATIVE CHANGES
PROHIBITING THE LOCAL REGULATION OF
VACATION RENTALS; PROVIDING DIRECTION
TO TOWN OFFICIALS; PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, Florida Statute Sections 509.032(7) and 509.242(1)(c) provide that local laws, ordinances, or regulations may not prohibit vacation rentals or regulate the duration and frequency of rental of vacation rentals of four or fewer dwelling units; and

WHEREAS, the Town Commission found that vacation rentals have un-mitigatable adverse impacts on surrounding neighborhoods including, but not limited to, increased noise, garbage, litter and traffic changes to the private residential character of the neighborhood, the uncertainty and instability of the identity of the occupants of neighboring properties, a decline in the shared sense of community, and increased demands on water and wastewater, and on code enforcement, police, fire and emergency services, and adopted regulations to address vacation rental uses of single family and townhouse dwellings in 2009, prior to the adoption of the statutory preemption; and

WHEREAS, in 2017, the Town Commission also adopted short term rental regulations of duplexes, triplexes and quadplexes that are consistent with the current Florida Statutes; and

WHEREAS, maintenance of the character and integrity of residential neighborhoods is an essential local government purpose implemented through local zoning regulations, representing a substantial local governmental interest; and

28 **WHEREAS**, short rental periods of a few days to transient occupants is a use that is
29 more commercial in nature, that is best accommodated by uses other than single family and low-
30 intensity multi-family residential development; and

31 **WHEREAS**, local government regulation of vacation rentals protects visitors and
32 surrounding residents throughout Florida; and

33 **WHEREAS**, on January 11, 2021, Senate Bill 522 was filed to preempt regulation of
34 vacation rentals to the state and prohibit local law, ordinance, or regulation from allowing or
35 requiring inspections or licensing of public lodging establishments, including vacation rentals,
36 and requiring any regulation or ordinance (including noise, trash, parking, etc.) adopted after
37 2011 to apply to all residential properties regardless of how the property is being used; and

38 **WHEREAS**, on January 12, 2021, House Bill 219 was filed, as a companion Bill with
39 identical preemptions to Senate Bill 522; and

40 **WHEREAS**, as currently drafted, these bills respect the grandfathered status of the
41 Town's 2009 regulations but preempt the Town's 2017 regulations; and

42 **WHEREAS**, the Town Commission finds it to be in the best interest of the residents of
43 the Town to oppose Senate Bill 522 and House Bill 219 and urge the Florida Legislature and the
44 Governor to oppose Senate Bill 522 and House Bill 219, and any legislation which infringes on
45 local governments' home rule authority or in any way restricts local government's ability to
46 regulate vacation rental uses within their neighborhoods – a uniquely local function.

47 **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF**
48 **THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:**

50 **Section 1. Recitals.** Each “WHEREAS” clause set forth is true and correct and herein
51 incorporated by this reference.

52 **Section 2. Finding.** The Town Commission finds:

- 53 1. That the use of residential properties for transient vacation rental occupancy has had
54 profound and negative impacts on the character and stability of our residential
55 neighborhoods; and
- 56 2. That regulation of land use issues, particularly at the local neighborhood level, is a
57 function best suited to the local governments who are uniquely situated to understand
58 the individual and collective needs of their residents; and
- 59 3. That Senate Bill 522 and House Bill 219 infringe on the Town’s home rule authority.

60 **Section 3. Commission Action Opposing Senate Bill 522 and House Bill 219.** The
61 Town Commission urges the State Administration and Florida Legislature to oppose Senate Bill
62 522, House Bill 219, and any legislation which infringes on local governments’ home rule
63 authority.

64 **Section 4. Distribution.** The Town Clerk is directed to distribute this Resolution to the
65 Governor Ron DeSantis, the Speaker of the House, the President of the Senate, the Florida
66 League of Cities, the Florida Association of Counties, the Florida City-County Management
67 Association, Board of County Commissioners for Broward County, the Broward County League
68 of Cities, the Broward Legislative Delegation, and each of the municipalities in Broward County.

69 **Section 5. Authorization to Implement.** The appropriate Town officials are authorized
70 to execute all necessary documents and to take any necessary action to effectuate the intent of
71 this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this _____ day of January, 2021.

Mayor Chris Vincent

Attest:

Town Clerk Tedra Allen
(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney