# Town Commission
# Jarvis Hall 4505 N. Ocean Drive

## Regular Town Commission

# Regular Town Commission

Tuesday, January 11, 2022, 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 Pauline Brooks**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**

**7.a.** BSO December 2021 Report
**Report CoverPage.pdf**
**Ex. 1 TM Report- December 2021.pdf**

**7.b.** AMR December 2021 Report
**Report CoverPage.pdf**
**Ex. 1 AMR LBTS Times 12-2021.pdf**

8. **TOWN MANAGER REPORT**

**8.a.** November 2021 Finance Report
**Agenda Cover.pdf**
**Ex1 November 2021 Revenue Expenditure Report.pdf**
**Ex2 CASH-INVESTMENT REPORT_NOVEMBER 2021.pdf**

**8.b.** Town Manager Report
**Agenda Cover.pdf**

9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**

**10.a.** December 14, 2021 Town Commission Meeting Minutes
**Agenda Cover - Minutes.pdf**
**Ex. 1 -121421 LBTS Commission 1st draft minutes.pdf**

11. **CONSENT AGENDA**

**11.a.** Special Event Application for the Publix Fort Lauderdale A1A Marathon on Sunday, February 20, 2022
**Agenda Cover-FINAL.pdf**
**Ex. 1 A1A Marathon SEA 2-20-21.pdf**
**Ex. 2 2022 A1A Marathon Site Map.pdf**
**Ex. 3 Resolution 2017-41 - Fee Resolution (Special Events).pdf**
**Ex. 4 NoiseOrdinance 2014- 06.PDF**

12. **OLD BUSINESS**

**12.a.** Audit of the Lauderdale-By-The-Sea Volunteer Fire Department - Final Report
**Agenda Cover.pdf**

**Ex. 1 LBTS VFD Audit Final Report.pdf**

## 13. NEW BUSINESS

**13.a.** Canal Dredging

## 14. COMMISSIONER COMMENTS

## 15. ORDINANCES 1st Reading

**15.a.** ORDINANCE 2021-15 AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 14 "OFFENSES," ARTICLE I "IN GENERAL," SECTION 14-33, "SALE OF NICOTINE VAPORIZERS OR LIQUID NICOTINE" TO CONFORM TO CHANGES IN STATE LAW, AND REQUIRING BUSINESSES SELLING TOBACCO PARAPHERNALIA TO CONCEAL THEIR INVENTORY FROM OUTSIDE OF THEIR PREMISES; AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

**Agenda Cover. pdf.pdf**
**Ex 1-Ord 2021-15 2021Nicotine Products Code Amend. -draft for 1st read 11.23.21-FINAL.pdf**
**Ex 2- Chapter 569, Fla. Stat. (2021).pdf**

## 16. ORDINANCES 2nd Reading

**16.a.** ORDINANCE 2021-10: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS," SECTION 30-1, "DEFINITIONS" TO DEFINE â€œTOBACCO PARAPHERNALIA STORES;â€ AMENDING SUBDIVISIONS L AND M, B-1-A AND B-1 DISTRICT REGULATIONS, TO CHANGE THE LISTS OF PERMITTED AND CONDITIONAL USES AND CREATE SUPPLEMENTAL REGULATIONS; CREATING SECTION 30-281 TO PROVIDE FOR AMORTIZATION OF EXISTING TOBACCO PARAPHERNALIA STORES IN THE B-1 ZONING DISTRICTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE. Or AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS," SECTION 30-11, "DEFINITIONS" TO DEFINE "TOBACCO PARAPHERNALIA STORES;" AMENDING SUBDIVISIONS L AND M, B-1-A AND B-1 DISTRICT REGULATIONS, TO CHANGE THE LISTS OF PERMITTED AND CONDITIONAL USES AND CREATE SUPPLEMENTAL REGULATIONS; CREATING SECTION 30-281 TO PROVIDE FOR AMORTIZATION OF EXISTING TOBACCO PARAPHERNALIA STORES IN THE B-1 ZONING DISTRICTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE

**Agenda Cover.pdf**
**Ex 1-ORD 2021-10 B_uses_8.27.21_version WITH AMORTIZATION.pdf**
**EX 2-ORD 2021-10 B Uses Ordinance SECOND READING VERSION SLT 11.23.21.pdf**
**EX 3- Email Regarding Signage.pdf**
**Ex. 4 Photographs of Grateful J's.pdf**
**Ex5 Photographs of Hollywood Tobacco.pdf**

## 17. RESOLUTIONS - PUBLIC COMMENTS

**17.a.** RESOLUTION 2022-01. A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE AGREEMENT WITH THE CHAPPELL GROUP, INC. FOR BIDDING AND ENGINEERING OVERSIGHT SERVICES FOR THE CANAL DREDGING PROJECT, IN AN AMOUNT NOT TO EXCEED $72,204.69; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR

IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Agenda Cover.pdf**
**EX 1- Reso 2022-01 Chappell Group Bidding and Engineering Oversight Agreement.pdf**
**EX 2-Chappell Group Agreement Permitting.pdf**
**EX 3- Chappell Group Proposal.pdf**
**EX 4-Fee Schedule.pdf**

**17.b.** RESOLUTION 2022-02. A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, WAIVING THE PURCHASING MANUAL REQUIREMENTS AS IN THE BEST INTERESTS OF THE TOWN; APPROVING A PURCHASE OF A LICENSE PLATE RECOGNITION UNIT FOR PARKING SERVICES FROM MUNICIPAL CITATION SOLUTIONS, LLC; AUTHORIZING THE TOWN MANAGER TO EXECUTE A PURCHASE ORDER; AND PROVIDING FOR AN EFFECTIVE DATE.

**Agenda Cover.pdf**
**EX 1- Quote.pdf**
**EX 2- Reef Parking Letter.pdf**
**EX 3- LPR Reso 2022-02.pdf**

**17.c.** RESOLUTION 2022-03. A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH BAXTER & WOODMAN, INC. FOR THE PREPARATION OF THE CYCLE 1 STORMWATER AND WASTEWATER NEEDS ANALYSIS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Agenda Cover - Copy.pdf**
**EX 1-Reso 2022-03 - Baxter & Woodman - Copy.pdf**
**EX 2- Work Authorization - Copy.pdf**

**17.d.** RESOLUTION 2022-04 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY- THE-SEA, FLORIDA APPROVING AN AGREEMENT WITH MATRIX CONSULTING INC. D/B/A MATRIX CONSULTING GROUP, LTD. FOR THE COMPLETION OF A FIRE ASSESSMENT FEE STUDY; AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

**Agenda Cover.pdf**
**Ex. 1 Reso - Matrix Fire Assessment Study.pdf**
**Ex. 2 Matrix Agreement for Fire Assessment Fee Study.pdf**

**17.e.** RESOLUTION 2022-05 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE PURCHASE OF A 75 SABER QUINT AERIAL LADDER FROM TEN-8 FIRE & SAFETY, LLC, UTILIZING THE FLORIDA SHERIFF'S ASSOCIATION COOPERATIVE PURCHASING CONTRACT FSA20-VEF14.02, IN AN AMOUNT NOT TO EXCEED $887,740; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PURCHASE ORDER; AND PROVIDING FOR AN EFFECTIVE DATE.

**Agenda Cover.pdf**
**Ex. 1 - LauderdaleByTheSea Revised Proposal.pdf**
**Ex. 2 - Lauderdale By The Sea - Saber HAL 75 Quint-BMP-SPEC..pdf**
**Ex.3 - Equipment List.pdf**
**Ex. 4 - FSA Cooperative Purchasing Contract.pdf**
**Ex. 5 - Reso 2022-05 - Ten-8 Truck.pdf**

**17.f.** RESOLUTION 2022-06 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN

OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2021/2022 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A", AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2021/2022 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

**Agenda Cover.pdf**

**Ex. 1 Reso 2022-06 Budget Amendment FY22.pdf**

## 18. QUASI JUDICIAL PUBLIC HEARINGS

## 19. ADJOURNMENT

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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.

**Agenda Item No: 7.a**

# Town Commission Agenda Item Report

**Meeting Date:** January 11, 2022
**Submitted By:** Captain Thomas Palmer, BSO
**Submitting Department:** Public Safety
**Item Type:** Report
**Agenda Section:** PUBLIC SAFETY DISCUSSION

**Subject Title:** BSO December 2021

**Recommendation:** Accept/Approve

**Attachments:** Exhibit 1 – BSO December 2021 Report

Date: January 4, 2022

To: Linda Connors
Town Manager

From: Captain Thomas Palmer
Commander, Lauderdale by the Sea District

Subject: BSO Public Safety Report- December 2021

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**PERSONNEL CHANGES:**

None.

**EMPLOYEES OF THE MONTH: Sergeant Brian Nicoletti**

While on routine patrol, Sergeant Brian Nicoletti on-viewed a vehicle parked in the east public parking lot near the intersection of El Mar Dr and Palm Ave. Nicoletti then approached the vehicle on foot and observed a white male in the vehicle moving suddenly in the front driver's seat of the vehicle. Sgt. Nicoletti then observed, in plain view, narcotics paraphernalia (end caps and plunger covers for hypodermic needles) scattered about the interior of the vehicle. The driver exited the vehicle after refusing to provide any form of identification for investigative purposes. A routine records check revealed the subject's proper name and recent arrest history (narcotics, methamphetamines). Search incident to arrest revealed numerous drug paraphernalia items to include needles, crack pipe and clear glassine baggies consistent with street level narcotics sales and use. Contained in one of the baggies was a white powdery substance that field tested positive for methamphetamines. Driver was subsequently arrested and transported to the BSO Main Jail.

Sergeant Nicoletti's attention to detail while on pro-active patrol led to the arrest of a felony subject. Sergeant Nicoletti was recently assigned to the Lauderdale by the Sea District and has made an immediate positive impact in his short tenure. Due to his actions, Sergeant Nicoletti was awarded Deputy of the Month for December 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. **A Shred-A-Thon is scheduled to be in the Town of Lauderdale by the Sea on Saturday, January, 22, 2022 at Assumption Catholic Church (2001 S. Ocean Blvd, Lauderdale by the Sea).**

- **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 8 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 264 miles and 36 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. Six (6) individuals required mental health assistance and were Baker Acted. Six (6) individuals experiencing homelessness were contacted during the month. One (1) of the individuals accepted 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.

**Christmas by the Sea:** The annual Christmas by the Sea event was held in Anglin's Square. BSO LBTS assisted with road closures and crowd control for the event. Captain Palmer, Lt. Wesolowski, Citizen Observer Patrol and 10 additional Reserve Deputies assisted with the event at no cost to the town.

**Menorah Lighting:** BSO LBTS assisted with the annual Menorah Lighting Ceremony. Captain Palmer attended the event.

**Winterfest Boat Parade:** BSO LBTS had deputies and COPs monitoring traffic for the Commercial Boulevard Bridge closing and ensuring streets were clear of parked vehicles during viewing times. Sergeant Bachan attended the event.

**NOTABLE INCIDENTS / ARRESTS:**

**CASE:** 13-2112-00061
**DATE/TIME:** 12/03/2021 @ 1104 hrs
**LOCATION:** 1438 S. Ocean Blvd, LBS
**INCIDENT:** Traffic Crash- Bicyclist Fatality
**SUMMARY:** Shortly before 11 a.m. a Broward County Transit bus driver was traveling northbound in a 2020 Gillig bus near the 1400 block of South Ocean Boulevard in Lauderdale-By-The-Sea. At the same time, a bicyclist was traveling on a Trek OCLV Carbon road bike in the same direction. At some point, Graham struck the bicyclist in a sideswipe type collision, which caused the victim to be ejected from the bike. BSO deputies and the Lauderdale-By-The-Sea Volunteer Fire Department responded, and the victim was transported to a local hospital where he was pronounced deceased. The BCT bus driver remained on scene and cooperated with the investigation. Investigators say excessive speed is not a contributing factor to the cause of this crash. The investigation continues.

**CASE:** 13-2112-000132
**DATE/TIME:** December 5, 2021 @ 1848 hrs
**LOCATION:** 1850 S Ocean Blvd
**INCIDENT:** Traffic Crash-Pedestrian Fatality
**SUMMARY:** The Broward Sheriff's Office Traffic Homicide Unit is investigating a fatal vehicle crash involving a pedestrian. At approximately 6:45 p.m., Sunday, Dec. 5, the pedestrian was crossing the roadway from west to east out of the designated crosswalk area near the 1800 block of South Ocean Boulevard in Lauderdale-By-The-Sea. At the same time, the driver was traveling northbound in a 2000 Chevrolet Astro van approaching the 1800 block. According to investigators, the passenger front side of the van struck the victim, and the impact of the collision projected her in a northeast direction. The victim came to a final rest on a sidewalk along the east side of the street as a result of the impact. Detectives say following the crash, the driver continued northbound several hundred feet, stopped his vehicle and then walked back to the crash scene. BSO deputies and the Lauderdale-By-The-Sea Volunteer Fire Department responded, and the victim was transported to a local hospital for treatment. On Monday, Dec. 6, at approximately 12:34 a.m., the pedestrian was pronounced deceased due to injuries sustained from the crash. The investigation continues.

**CASE:** 13-2112-000282
**DATE/TIME:** 12/10/21 @ 2135 hrs
**SUSPECT:** Girard O'Malley, WM DOB: 01/10/1994
**LOCATION:** 4341 El Mar Drive - Roadway
**INCIDENT:** Misdemeanor Criminal Mischief-ARREST
**SUMMARY:** The victim, an Uber Driver, was stopped temporarily along the side of the roadway. The suspect walked by the vehicle, pulled out a key and began scratching the paint of the victim's vehicle. The victim was standing in front of the vehicle and witnessed the incident. Victim called 911 and followed the suspect as he walked away. Deputies responded, the victim identified the suspect and BSO Deputies immediately took the suspect into custody.

**CASE:** 90-1221-006802
**DATE/TIME:** 12/19/21 @ 0730 hrs
**LOCATION:** 4400 blk El Mar Drive
**INCIDENT:** Assist Other Agency (AOA-Border Patrol)
**SUMMARY:** A 31-foot vessel ran ashore with approximately 15-20 migrants. They all jumped off and fled in different directions. Six were detained in Lauderdale by the Sea along with 2 additional detained by Pompano Beach Deputies that responded to assist. All were turned over to U.S. Customs / Border Patrol. Homeland Security, Border Patrol, BSO Marine Patrol and BSO Crime Scene all responded respectively. Vessel was processed and turned over to Border Patrol.

**CASE:** 13-2112-000861
**DATE/TIME:** 12/29/21 @ 0237 hrs
**LOCATION:** 4108 El Mar Dr., public parking lot
**SUSPECT:** Hauser, Jeffrey I. 12/2/78
**INCIDENT:** Narcotics Arrest-Felony
**SUMMARY:** While on routine patrol Sgt. Nicoletti on viewed a vehicle parked in the east public parking lot near the intersection of El Mar Dr and Palm Ave. Upon approach Sgt. Nicoletti observed a white male as the sole occupant of the vehicle moving suddenly in the front driver's seat of the vehicle. Sgt. Nicoletti then observed, in plain view, narcotics paraphernalia (end caps and plunger covers for hypodermic needles) scattered about the interior of the vehicle. The driver exited the vehicle after refusing to provide any form of identification for investigative purposes. A routine records check revealed the subject's proper name and recent arrest history (narcotics, methamphetamines). Search incident to arrest revealed numerous drug paraphernalia items to include needles, crack pipe and clear glassine baggies consistent with street level narcotics sales and use. Contained in one of the baggies was a white powdery substance that field tested positive for methamphetamines. Driver was subsequently arrested and transported to the BSO Main Jail.

**CASE:** 13-2112-000899
**DATE/TIME:** 12/31/21 @ 2350 hrs
**LOCATION:** 4400 N. Ocean Dr
**SUSPECT:** Oussama Drine, 5/22/94
**INCIDENT:** Theft Petit-ARREST
**SUMMARY:** While on the Holiday Operational Plan at the intersection of Commercial Blvd & N. Ocean Dr. the alert Dep. Garner observed a male chasing after another male identified as the suspect (Drine, Ousamma 5/22/94) west on Commercial Blvd. Realizing that was well out of the normal behavior, Dep. Garner followed and eventually the suspect was detained. It was learned that the victim left his iPhone 11 unattended on his table at Taco Craft for a moment and the suspect snatched the phone off of the table. Routine records check showed an extensive criminal history for the suspect to include Battery on a Law Enforcement Officer out of Virginia and Felony Grand Theft from Dade County. Victim was cooperative and the suspect was appropriately charged and transported to the Main Jail for Booking.

## MONTHLY ARREST LOGS:

| | | | |
|---|---|---|---|
| M | Assault on Law Enforcement Officer/Disorderly Intox/Resist Poss of Controlled Substance (Meth)/Poss Drug | 4400 | N Ocean Dr |
| M | Paraphernalia/Possession of Methamphetamines | 4108 | El Mar Dr |
| M | Felony Warrant - Criminal Mischief | 1801 | S Ocean Blvd |
| M | Criminal Mischief over $200. | 4341 | El Mar Dr |

## CRIME STATISTICS:

| CRIME | CURRENT MONTH | PRIOR MONTH | 2020 YTD | 2021 YTD |
|---|---|---|---|---|
| AUTO THEFT | 0 | 0 | 9 | 9 |
| BURGLARY-BUSINESS | 0 | 0 | 0 | 4 |
| BURGLARY-CONVEYANCE | 0 | 2 | 10 | 18 |
| BURGLARY-RESIDENCE | 0 | 0 | 10 | 8 |
| BURGLARY-STRUCTURE | 0 | 0 | 1 | 0 |
| FORCIBLE SEX | 0 | 0 | 1 | 0 |
| ARSON | 0 | 0 | 0 | 0 |
| ASSAULT-AGGRAVATED | 0 | 0 | 3 | 2 |
| HOMICIDE | 0 | 0 | 0 | 0 |
| ROBBERY | 0 | 0 | 3 | 2 |
| THEFT-GRAND | 1 | 1 | 19 | 9 |
| THEFT-PETIT | 1 | 8 | 51 | 41 |
| **TOTALS** | **2** | **11** | **108** | **93** |

**CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:**

| COP Activity | Total |
|---|---|
| Number of Volunteers | 34 |
| COP Hours Worked - Month | 170.50 |
| COP Patrol Miles - Month | 246 |
| COP Hours Worked - YTD | 845.50 |
| COP Patrol Miles - YTD | 1349 |

| | |
|---|---|
| COP Bike Patrol Hours - Month | 0 |
| COP Bike Patrol Hours - YTD | 26 |

| | |
|---|---|
| COP Beach Patrol Hours – Month | 11 |
| COP Beach Patrol Hours - YTD | 213.50 |

**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 | 2021 YTD |
|---|---|---|
| Reserve Deputy - Days Worked | 7 | 70 |
| Reserve Deputy - Hours Worked | 62 | 584 |

**MONTHLY STAFFING AND STATISTICAL REPORT:**
The December 2021 Monthly Staffing and Statistical Report is attached.

# Lauderdale by the Sea
# Monthly Activity
## December 2021

| Reports/Calls | |
|---|---|
| Miscellaneous Service | |
| Event Reports | 34 |
| Accidents | 16 |
| Calls for Service | 900 |

| Traffic | |
|---|---|
| Types of Citation | |
| Non-Moving / Moving Citation | 54 |
| Parking | 0 |
| Warnings | 118 |
| **Total Citations** | **172** |

| Arrests | |
|---|---|
| Type of Arrest | |
| Felony | 1 |
| Misdemeanor | 1 |
| NTA | 1 |
| Warrant | 1 |
| DUI | 0 |
| NIC (Felony) | 0 |
| NIC (Misdemeanor) | 0 |
| DV (Felony) | 0 |
| DV (Misd.) | 0 |
| **Total Arrests** | **4** |

| Time Worked | |
|---|---|
| Hours Worked | |
| Bike Patrol | 8 |
| Court Overtime | TBA |
| Training | 4 |
| Detached | 128 |
| Other Overtime | TBA |
| Days Worked | 31 |

| General | |
|---|---|
| FI | 23 |
| Truant | 0 |
| Truant Debriefed | 0 |
| Elder Link | 0 |

| Narrative |
|---|
| ATV/UTV: 264 Miles / 36 Hours<br>Reserve Deputies worked 7 shifts (62 hrs) |

# MONTHLY STAFFING AND STATISTICAL REPORT
# LAUDERDALE-BY-THE-SEA DISTRICT
**December 31, 2021**

## CURRENT STAFFING ALLOCATIONS

| Position | Budgeted Positions | Actual Positions | Vacant Positions |
|---|---|---|---|
| **District Chief** | 1 | 1 | |
| **Executive Lieutenant** | 1 | 1 | |
| **Sergeant** | 4 | 4 | |
| **Deputy Sheriff** | 19 | 19 | |
| **Community Service Aide** | 1 | 1 | |
| **Administrative Specialist** | 1 | 1 | |
| **Clerical Specialist (P/T)** | 1 | 1 | |
| **TOTAL** | **28** | **28** | **0** |

## PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

| Name | CCN | Status | Circumstances |
|---|---|---|---|
| CSIA Geovanna Anderson | 18512 | Worker's Comp | Illness |
| Admin Sp. Bernadette Cadette | 11234 | Worker's Comp | Illness |
| Deputy Adam Yates | 17133 | Worker's Comp | Illness |
| Deputy Brann Redl | 10365 | Worker's Comp | Illness |
| Deputy Jerry Hopkins | 14555 | Worker's Comp | Illness |
| Deputy Jeffrey Bickel | 15551 | Sick Leave | Personal |

## DETACHED PERSONNEL / LOCATION

| Name | CCN | Detached to | Reason | Hours |
|---|---|---|---|---|
| Detective Glen Genovese | 13738 | QRF | Adjunct Training | 80 |
| Sergeant Brian Nicoletti | 13550 | QRF | Adjunct Training | 48 |
| | | | | |
| | | | | |
| | | | **TOTAL** | **128** |

# LAUDERDALE BY THE SEA DISTRICT

## NEARBY SEX OFFENDERS (2 Mile Radius) – DECEMBER, 2022

**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

NO IMAGE

**MURPHY HANDY**

11/04/1956

1500 S Ocean Blvd. Apt: 1105 Pompano Beach, FL 33062

ABSCONDED FROM PROBATION

LEWD,LASCIVIOUS CHILD U/16; F.S. 800.04 (PRINCIPAL)

(GUILTY/CONVICTED – 09/21/1995)

Broward, FL

**JAMES ORLIN CLARKE**

05/14/1980

4011 N Ocean Blvd. #105

Fort Lauderdale, FL 33308

Ocean Reef Hotel

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

(GUILTY/CONVICTED – 11/09/1999)

Macomb, MI

January 4, 2022

Prepared by: Giovanna Anderson

# LAUDERDALE BY THE SEA DISTRICT

## NEARBY SEX OFFENDERS (2 Mile Radius) – DECEMBER, 2021

**ANTHONY MANGANARO JR.**

11/08/1965

2751 NE 58th St

Fort Lauderdale, FL 33308

SEX OFFENSE, OTHER STATE (ATTEMPTED DISSEMINATE INDECENT MATERIAL TO MINORS 1ST DEGREE)

(GUILTY/CONVICTED – 11/20/2003)

New York, NY

**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

**ANGEL MAURY**

01/22/1966
4011 N Ocean Blvd. #214
Fort Lauderdale, FL 33308

SEX BAT/COERCES BY THREAT; F.S. 794.011(4)(b)

SEX BAT BY ADULT/VCTM UNDER 12; F.S. 794.011(2) **TIMES 2**

Lewd or lascivious molestation victim under 12 years offender 18 or older; F.S. 800.04(5)(b) ((2 COUNTS)) **TIMES 2**

Lewd, Lascivious batt sex w/victim 12-15 years old; F.S. 800.04(4)(a) **TIMES 2**

Unlawful Sexual Activity with Certain Minors 16/17 yr old; F.S. 794.05(1)

(GUILTY/CONVICTED – 10/28/2013)

Broward, FL

**Agenda Item No: 7.b**

# Town Commission Agenda Item Report

**Meeting Date:** January 11, 2022
**Submitted By:** Chief Brooke Liddle, AMR
**Submitting Department:** Public Safety
**Item Type:** Report
**Agenda Section:** PUBLIC SAFETY DISCUSSION

**Subject Title:** AMR December 2021 Report

**Recommendation:** Accept/Approve

**Attachments:** Exhibit 1 – AMR December 2021 Report

| Response Date | Address | Dispatched | Enroute | On Scene | Response Time |
|---|---|---|---|---|---|
| 12/1/2021 | 5000 Blk N Ocean Blvd | 10:14:51 | 10:16:27 | 10:17:30 | 00:02:39 |
| 12/1/2021 | 4400 Blk El Mar Dr | 15:48:32 | 15:50:52 | 15:50:54 | 00:02:22 |
| 12/1/2021 | N Ocean Dr / Commercial Blvd | 17:23:20 | 17:26:16 | 17:26:18 | 00:02:58 |
| 12/1/2021 | 100 Blk Commercial Blvd | 20:49:47 | 20:52:04 | 20:53:34 | 00:03:47 |
| 12/2/2021 | 1900 Blk S Ocean Blvd | 02:53:25 | 02:55:04 | 02:57:22 | 00:03:57 |
| 12/2/2021 | 1900 Blk Ocean Mist Dr | 02:52:22 | 02:53:25 | 02:57:23 | 00:05:01 |
| 12/2/2021 | 3900 Blk N Ocean Dr | 12:24:56 | 12:26:39 | 12:29:00 | 00:04:04 |
| 12/3/2021 | 200 Blk Imperial Ln | 00:09:13 | 00:10:16 | 00:15:37 | 00:06:24 |
| 12/3/2021 | 1400 Blk S Ocean Blvd | 10:59:53 | 11:00:19 | 11:02:43 | 00:02:50 |
| 12/3/2021 | 200 Blk Washingtonia Ave | 13:42:40 | 13:44:17 | 13:45:45 | 00:03:05 |
| 12/3/2021 | 1400 Blk S Ocean Blvd | 14:56:56 | 14:57:50 | 15:01:09 | 00:04:13 |
| 12/3/2021 | 200 Blk Hibiscus Ave | 20:07:27 | 20:07:37 | 20:11:06 | 00:03:39 |
| 12/4/2021 | 200 Blk Avalon Ave | 10:22:25 | 10:23:53 | 10:26:04 | 00:03:39 |
| 12/4/2021 | 6000 Blk N Ocean Blvd | 17:26:06 | 17:30:16 | 17:30:18 | 00:04:12 |
| 12/4/2021 | 5000 Blk N Ocean Blvd | 20:04:26 | 20:06:20 | 20:07:44 | 00:03:18 |
| 12/5/2021 | 4100 Blk N Ocean Dr | 07:05:05 | 07:06:32 | 07:08:27 | 00:03:22 |
| 12/5/2021 | 1900 Blk S Ocean Blvd | 07:25:35 | 07:29:44 | 07:30:14 | 00:04:39 |
| 12/5/2021 | 100 Blk Commercial Blvd | 13:50:49 | 13:51:58 | 13:53:29 | 00:02:40 |
| 12/5/2021 | 1800 Blk S Ocean Blvd | 18:50:25 | 18:50:41 | 18:55:24 | 00:04:59 |
| 12/5/2021 | 1800 Blk S Ocean Blvd | 21:58:15 | 21:59:02 | 22:01:24 | 00:03:09 |
| 12/5/2021 | 1800 Blk S Ocean Blvd | 22:45:22 | 22:45:55 | 22:48:23 | 00:03:01 |
| 12/6/2021 | 1440 Blk S Ocean Blvd | 09:29:22 | 09:29:27 | 09:31:55 | 00:02:33 |
| 12/6/2021 | 4300 Blk El Mar Dr | 12:35:58 | 12:38:09 | 12:38:46 | 00:02:48 |
| 12/6/2021 | 4600 Blk El Mar Dr | 18:46:37 | 18:48:03 | 18:49:14 | 00:02:37 |
| 12/7/2021 | 2000 S Ocean Blvd | 12:27:20 | 12:27:31 | 12:29:07 | 00:01:47 |
| 12/7/2021 | 5200 N Ocean Blvd | 20:54:41 | 20:54:41 | 20:57:35 | 00:02:54 |
| 12/7/2021 | 1500 Blk S Ocean Blvd | 21:55:31 | 21:56:03 | 21:58:37 | 00:03:06 |
| 12/8/2021 | 1400 Blk S Ocean Blvd | 06:40:24 | 06:43:03 | 06:44:46 | 00:04:22 |
| 12/8/2021 | 1500 Blk S Ocean Blvd | 13:12:54 | 13:13:33 | 13:16:33 | 00:03:39 |
| 12/8/2021 | 200 Blk Codrington Dr | 19:21:11 | 19:22:27 | 19:25:28 | 00:04:17 |
| 12/8/2021 | 1400 Blk S Ocean Blvd | 20:55:36 | 20:56:01 | 20:59:36 | 00:04:00 |
| 12/9/2021 | 4100 Blk N Ocean Dr | 02:06:50 | 02:06:58 | 02:09:41 | 00:02:51 |
| 12/9/2021 | 200 Blk Hibiscus Ave | 12:04:41 | 12:04:44 | 12:07:20 | 00:02:39 |
| 12/9/2021 | 3900 Blk N Ocean Dr | 16:47:03 | 16:47:14 | 16:49:19 | 00:02:16 |
| 12/10/2021 | 2000 Blk S Ocean Blvd | 03:56:42 | 03:57:08 | 04:00:08 | 00:03:26 |
| 12/10/2021 | 200 Blk Commercial Blvd | 13:18:18 | 13:21:12 | 13:21:57 | 00:03:39 |
| 12/10/2021 | 4600 Blk El Mar Dr | 14:03:25 | 14:05:58 | 14:07:25 | 00:04:00 |
| 12/10/2021 | 3900 Blk N Ocean Dr | 22:09:07 | 22:10:55 | 22:12:48 | 00:03:41 |
| 12/10/2021 | 4400 Blk N Ocean Dr | 23:34:40 | 23:37:10 | 23:37:20 | 00:02:40 |
| 12/11/2021 | 4500 Blk N Ocean Dr | 04:41:08 | 04:38:07 | 04:47:03 | 00:05:55 |
| 12/11/2021 | 1900 Blk S Ocean Blvd | 16:40:56 | 16:41:54 | 16:46:03 | 00:05:07 |
| 12/11/2021 | 4500 Blk N Ocean Dr | 21:15:25 | 21:15:40 | 21:15:43 | 00:00:18 |
| 12/12/2021 | 100 Blk S Ocean Blvd | 02:48:35 | 02:52:10 | 02:54:25 | 00:05:50 |
| 12/12/2021 | 4000 Blk N Ocean Dr | 10:56:33 | 10:58:27 | 11:00:27 | 00:03:54 |
| 12/12/2021 | 4500 Blk N Ocean Dr | 14:18:47 | 14:20:51 | 14:21:34 | 00:02:47 |

| | | | | | |
|---|---|---|---|---|---|
| 12/12/2021 | 100 Blk commerical blvd | 16:38:17 | 16:40:36 | 16:42:12 | 00:03:55 |
| 12/12/2021 | 4900 Blk N Ocean Blvd | 22:51:28 | 22:54:32 | 22:55:11 | 00:03:43 |
| 12/13/2021 | 100 Blk Commercial Blvd | 12:51:23 | 12:52:20 | 12:54:05 | 00:02:42 |
| 12/15/2021 | 200 Blk Codrington Dr | 04:44:58 | 04:45:12 | 04:48:56 | 00:03:58 |
| 12/15/2021 | 4400 Blk El Mar Dr | 11:37:58 | 11:39:24 | 11:41:01 | 00:03:03 |
| 12/16/2021 | 1400 Blk S Ocean Blvd | 07:20:24 | 07:20:59 | 07:23:48 | 00:03:24 |
| 12/16/2021 | 4200 Blk El Mar Dr | 10:52:40 | 10:53:29 | 10:57:03 | 00:04:23 |
| 12/16/2021 | 5800 Blk N Ocean Blvd | 23:13:45 | 23:16:19 | 23:16:26 | 00:02:41 |
| 12/17/2021 | 1500 Blk S Ocean Blvd | 11:59:07 | 11:59:15 | 12:04:54 | 00:05:47 |
| 12/17/2021 | 200 Blk Commercial Blvd | 14:22:55 | 14:23:42 | 14:24:33 | 00:01:38 |
| 12/17/2021 | 1400 Blk S Ocean Blvd | 21:28:53 | 21:30:06 | 21:33:20 | 00:04:27 |
| 12/18/2021 | 4900 Blk N Ocean Blvd | 01:10:39 | 01:12:14 | 01:13:57 | 00:03:18 |
| 12/18/2021 | 1700 Blk S Ocean Blvd | 10:19:19 | 10:23:32 | 10:23:33 | 00:04:14 |
| 12/18/2021 | 1400 Blk S Ocean Blvd | 11:18:35 | 11:18:54 | 11:21:43 | 00:03:08 |
| 12/18/2021 | 2000 Blk Ocean Mist Dr | 16:33:27 | 16:33:45 | 16:37:04 | 00:03:37 |
| 12/18/2021 | 100 Blk Commercial Blvd | 22:59:26 | 22:59:43 | 23:02:11 | 00:02:45 |
| 12/19/2021 | 1600 Blk S Ocean Blvd | 01:51:40 | 01:52:48 | 01:55:37 | 00:03:57 |
| 12/19/2021 | 1500 Blk S Ocean Blvd | 12:41:54 | 12:42:55 | 12:45:36 | 00:03:42 |
| 12/19/2021 | 100 Blk Commercial Blvd | 18:52:54 | 18:53:50 | 18:55:18 | 00:02:24 |
| 12/19/2021 | 4600 Blk N Ocean Dr | 20:37:10 | 20:39:02 | 20:40:14 | 00:03:04 |
| 12/19/2021 | 1400 Blk S Ocean Blvd | 22:02:17 | 22:03:42 | 22:06:26 | 00:04:09 |
| 12/20/2021 | 2000 Blk S Ocean Blvd | 10:35:25 | 10:35:30 | 10:37:32 | 00:02:07 |
| 12/20/2021 | 200 Blk Corsair Ave | 11:31:53 | 11:32:14 | 11:34:38 | 00:02:45 |
| 12/20/2021 | 4100 Blk N Ocean Dr | 11:46:44 | 11:47:04 | 11:48:14 | 00:01:30 |
| 12/22/2021 | 4400 Blk El Mar Dr | 11:19:50 | 11:21:53 | 11:22:54 | 00:03:04 |
| 12/23/2021 | S Ocean Blvd / Coral Reef Dr | 08:08:32 | 08:11:48 | 08:11:51 | 00:03:19 |
| 12/23/2021 | 1600 Blk S Ocean Blvd | 11:27:13 | 11:28:19 | 11:28:22 | 00:01:09 |
| 12/23/2021 | 200 Blk Capri Ave | 18:09:32 | 18:10:39 | 18:12:26 | 00:02:54 |
| 12/24/2021 | 4000 Blk N Ocean Dr | 04:07:19 | 04:08:56 | 04:10:12 | 00:02:53 |
| 12/25/2021 | 200 Blk Neptune Ave | 10:11:49 | 10:12:35 | 10:15:06 | 00:03:17 |
| 12/25/2021 | 4300 Blk El Mar Dr | 17:48:41 | 17:49:52 | 17:53:10 | 00:04:29 |
| 12/25/2021 | 5100 Blk N Ocean Blvd | 19:49:38 | 19:51:03 | 19:52:43 | 00:03:05 |
| 12/25/2021 | 5200 Blk N Ocean Blvd | 20:43:02 | 20:44:19 | 20:46:10 | 00:03:08 |
| 12/26/2021 | 200 Blk Neptune Ave | 02:59:43 | 03:01:13 | 03:03:50 | 00:04:07 |
| 12/26/2021 | 200 Blk Neptune Ave | 08:23:17 | 08:25:42 | 08:26:45 | 00:03:28 |
| 12/26/2021 | 4400 Blk Bougainvilla Dr | 08:44:15 | 08:45:19 | 08:46:47 | 00:02:32 |
| 12/26/2021 | 2000 Blk S Ocean Blvd | 14:06:51 | 14:06:55 | 14:09:40 | 00:02:49 |
| 12/26/2021 | 3900 Blk N Ocean Dr | 16:37:35 | 16:38:27 | 16:41:39 | 00:04:04 |
| 12/27/2021 | El Mar Dr / Pine Ave | 08:26:09 | 08:28:10 | 08:28:52 | 00:02:43 |
| 12/28/2021 | 1400 Blk S Ocean Blvd | 17:50:42 | 17:50:46 | 17:55:08 | 00:04:26 |
| 12/29/2021 | 1900 Blk S Ocean Blvd | 11:12:12 | 11:12:27 | 11:14:51 | 00:02:39 |
| 12/29/2021 | 5100 Blk N Ocean Blvd | 17:31:22 | 17:31:43 | 17:36:03 | 00:04:41 |
| 12/30/2021 | 4200 Blk El Mar Dr | 11:22:33 | 11:22:46 | 11:24:40 | 00:02:07 |
| 12/31/2021 | 1800 Blk S Ocean Blvd | 01:32:37 | 01:32:51 | 01:36:52 | 00:04:15 |
| 12/31/2021 | 1800 Blk S Ocean Blvd | 13:44:54 | 13:45:08 | 13:47:36 | 00:02:42 |
| 12/31/2021 | 1500 Blk S Ocean Blvd | 14:53:42 | 14:53:46 | 14:56:18 | 00:02:36 |
| 12/31/2021 | 1400 Blk S Ocean Blvd | 15:18:37 | 15:18:50 | 15:22:59 | 00:04:22 |

| | | | | | |
|---|---|---|---|---|---|
| 12/31/2021 | 1800 Blk S Ocean Blvd | 15:51:15 | 15:51:32 | 15:53:33 | 00:02:18 |
| 12/31/2021 | 1700 Blk S Ocean Blvd | 19:07:28 | 19:07:51 | 19:11:55 | 00:04:27 |
| 12/31/2021 | 4600 Blk N Ocean Dr | 23:26:36 | 23:27:51 | 23:29:32 | 00:02:56 |
| | **6 min or less = 99%** | | | **Average =** | **00:03:25** |

# Town Commission Agenda Item Report

**Meeting Date:** January 11, 2022
**Submitted By:** Lucila Lang, Director of Finance & Budget
**Submitting Department:** Administration
**Item Type:** Report
**Agenda Section:** TOWN MANAGER REPORT

**Subject Title:** November 2021 Finance Report

**Explanation:** Presented is the November 2021 financial report which consists of the attached Revenue Expenditure Report (Exhibit 1) and the Cash & Investment Report (Exhibit 2). At the end of November, the Town was 17% through the fiscal year.

The following is a summary of the operating results through 11/30/21:

| Fund | Annual Budget | Budgeted Appropriations | Budgeted Revenues Excluding Appropriations | YTD Revenues | | YTD Expenditures | | Net Amount |
|---|---|---|---|---|---|---|---|---|
| | | | | Amount | % of Budget | Amount | % of Budget | |
| General Fund | $ 14,287,803.00 | $ 1,688,752.00 | $ 12,599,051.00 | $ 2,428,653.50 | **19.28%** | $ 1,949,982.77 | **15.48%** | $ 478,670.73 |
| Building Fund | $ 874,683.00 | $ 50,000.00 | $ 824,683.00 | $ 159,202.48 | **19.30%** | $ 11,860.60 | **1.44%** | $ 147,341.88 |
| Sewer Fund | $ 1,394,936.00 | $ 200,281.00 | $ 1,194,655.00 | $ 193,716.26 | **16.22%** | $ 148,232.89 | **12.41%** | $ 45,483.37 |
| Fire Fund | $ 1,945,755.00 | $ 898,507.00 | $ 1,047,248.00 | $ 274,437.40 | **26.21%** | $ 158,899.16 | **15.17%** | $ 115,538.24 |
| Capital Fund | $ 6,053,309.00 | $ 2,733,903.00 | $ 3,319,406.00 | $ 1,668,885.52 | **50.28%** | $ 95,102.17 | **1.57%** | $ 1,573,783.35 |
| Parking Fund | $ 2,294,883.00 | | $ 2,294,883.00 | $ 394,152.38 | **17.18%** | $ 91,404.12 | **3.98%** | $ 302,748.26 |
| Grand Total | $ 26,851,369.00 | $ 5,571,443.00 | $ 21,279,926.00 | $ 5,119,047.54 | | $ 2,455,481.71 | | $ 2,663,565.83 |

Notable items this month are as follows:

**General Fund**

- During November the Town collected $2,057,296.88 in ad valorem revenues. This is consistent with the Town's expectations. The largest bulk of this revenue is usually received in December.
- All other revenues and expenses are within expectations for the 2nd month of the fiscal year.

**Building Fund-102**

- CAP's billing has not been received and will be processed upon receipt.

**Sewer Fund-103:**

- Sewer revenues are within budget at 16.2%.
- Expenditures for the Sewer Fund are within expectations for this month.

**Fire Fund-115**

- During November the Town received $245,137.59 in Fire Assessment Fee revenues which is 24.2% of the amount that was budgeted.

**Capital Projects Fund-300**

- Minimal activity for capital projects this month; see chart below:

| Project | Budget | YTD Expenditures | % Completion | Comments |
|---|---|---|---|---|
| Town Hall Complex | $ 251,000.00 | $ - | 0.00% | |
| Downtown Parking Reconfiguration | $ 350,000.00 | $ 25,291.18 | 7.23% | Expenses: Special meeting frames, water barricade wraps, Steven Fett fees. |
| Canal Dredging | $ 70,000.00 | $ - | 0.00% | |
| Storm Water Rate Study | $ 40,000.00 | $ - | 0.00% | |
| East Tradewinds Improvement | $ 50,000.00 | $ - | 0.00% | |
| Pedestrian Amenities | $ 150,000.00 | $ - | 0.00% | |
| Palm Club Sewer | $ 1,450,000.00 | $ 31,307.31 | 2.16% | Baxter & Woodman, Inc. & Flynn Engineering expenses |
| Street Project-Codrington Drive | $ 1,150,000.00 | $ 15,888.00 | 1.38% | Baxter & Woodman, Inc. expenses |
| Dog Park Pilot | $ 50,000.00 | $ - | 0.00% | |
| Greenway-El Mar Drive | $ 2,327,566.00 | $ - | 0.00% | |
| | $ 5,888,566.00 | $ 72,486.49 | | |

**Parking Fund-310**

- Parking revenues are at 18.1%, slightly higher than anticipated.
- Expenditures are within expectations.

Below is a breakdown of revenue by lots for the first 2 months of the fiscal year:

| FY22 | October, 2021 | $ (+/-) From 10/20 | November, 2021 | $ (+/-) From 11/20 |
|---|---|---|---|---|
| South Ocean | $ 13,125.30 | $ 6,175.55 | $ 14,037.67 | $ 6,475.73 |
| Ocean Front Meters | $ 26,618.70 | $ 4,166.37 | $ 30,496.68 | $ 10,082.49 |
| Commercial Blvd. Meters | $ 5,145.95 | $ (742.71) | $ 6,600.15 | $ 329.07 |
| Parking Meters-Beach | $ 13,568.30 | $ (2,057.85) | $ 13,251.26 | $ (1,312.88) |
| Palm Portal-FDG | $ 5,631.62 | $ 5,631.62 | $ 4,604.05 | $ 4,604.05 |
| El Prado Parking Lot | $ 31,559.20 | $ 9,566.94 | $ 29,512.78 | $ 9,155.12 |
| Town Hall Parking Lot | $ 2,049.66 | $ 1,738.72 | $ 916.92 | $ (438.12) |
| El Mar Parking Lot | $ 18,370.85 | $ 2,283.94 | $ 20,330.79 | $ 6,512.15 |
| A1A Parking Lot | $ 37,401.42 | $ 14,971.79 | $ 36,206.45 | $ 16,841.75 |
| Bougainvilla/Poinciana | $ 11,509.14 | $ 4,355.13 | $ 11,474.18 | $ 4,008.85 |
| *Monthly Total for FY22:* | $ 164,980.14 | | $ 167,430.93 | |
| *Difference from last year $$:* | $ 40,395.72 | | $ 51,634.48 | |
| *Difference from last year %:* | 32.42% | | 44.59% | |

*Note: Previously, the Palm Portal did not have its own revenue account. It has now been created in FY22 to better assist in the FDG payment processing. Previously, all the revenues for Palm Portal were reported in the Parking Meters-Beach revenue account (310-304.000-344.554).

**Note:  During this period last year, the Town was still under many COVID-19 restrictions; therefore, the high increases for November, 2021 (ranging from 5.25% to 86.97%) in most of the lots are due to a period of COVID-19 recovery.  The only two areas that had a decrease in revenue were the Beach Parking Meters and Town Hall Parking Lot.

The top producing lots for November 2021 are:

1. A1A Parking Lot
2. Ocean Front Meters
3. El Prado Parking Lot
4. El Mar Parking Lot

## Attachments:

Exhibit 1-Revenue/Expenditure Report
Exhibit 2-Cash & Investment Report

| For the Period: 10/1/2021 to 11/30/2021 | 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 | 1,688,752.00 | 1,688,752.00 | 0.00 | 0.00 | 0.00 | 1,688,752.00 | 0.0 |
| Appropriated Fund Balance | 1,688,752.00 | 1,688,752.00 | 0.00 | 0.00 | 0.00 | 1,688,752.00 | 0.0 |
| Dept: 301.000 Ad Valorem Property Taxes | | | | | | | |
| 311.100 Ad Valorem Property Taxes | 8,996,323.00 | 8,996,323.00 | 2,057,296.88 | 2,057,296.88 | 0.00 | 6,939,026.12 | 22.9 |
| Ad Valorem Property Taxes | 8,996,323.00 | 8,996,323.00 | 2,057,296.88 | 2,057,296.88 | 0.00 | 6,939,026.12 | 22.9 |
| Dept: 301.100 Utility Taxes | | | | | | | |
| 311.101 FPL Utility Tax | 897,700.00 | 897,700.00 | 79,301.49 | 79,301.49 | 0.00 | 818,398.51 | 8.8 |
| 311.440 Gas Utility Tax | 18,000.00 | 18,000.00 | 994.60 | 994.60 | 0.00 | 17,005.40 | 5.5 |
| 314.300 Water Utility Tax | 167,400.00 | 167,400.00 | 14,521.72 | 14,521.72 | 0.00 | 152,878.28 | 8.7 |
| Utility Taxes | 1,083,100.00 | 1,083,100.00 | 94,817.81 | 94,817.81 | 0.00 | 988,282.19 | 8.8 |
| Dept: 301.600 Franchise Taxes | | | | | | | |
| 313.100 Fl Power & Light Franchise | 600,500.00 | 600,500.00 | 63,691.95 | 63,691.95 | 0.00 | 536,808.05 | 10.6 |
| 313.300 Waste Franchise Collection | 171,000.00 | 171,000.00 | 0.00 | 0.00 | 0.00 | 171,000.00 | 0.0 |
| 313.301 Waste Franchise Adm-Fee | 9,000.00 | 9,000.00 | 7,459.11 | 7,459.11 | 0.00 | 1,540.89 | 82.9 |
| 313.400 Gas Franchise | 19,000.00 | 19,000.00 | 928.26 | 928.26 | 0.00 | 18,071.74 | 4.9 |
| 313.600 Towing Franchise Fees | 700.00 | 700.00 | 0.00 | 0.00 | 0.00 | 700.00 | 0.0 |
| Franchise Taxes | 800,200.00 | 800,200.00 | 72,079.32 | 72,079.32 | 0.00 | 728,120.68 | 9.0 |
| Dept: 302.000 Licenses & Permits | | | | | | | |
| 321.100 Business License Taxes | 86,000.00 | 86,000.00 | 63,288.14 | 2,527.75 | 0.00 | 22,711.86 | 73.6 |
| 321.110 Sidewalk Cafe ROW | 40,000.00 | 40,000.00 | 0.00 | 0.00 | 0.00 | 40,000.00 | 0.0 |
| 322.150 Miscellaneous Permits | 500.00 | 500.00 | 0.00 | 0.00 | 0.00 | 500.00 | 0.0 |
| 322.400 Sign Permits | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 0.00 | 3,000.00 | 0.0 |
| Licenses & Permits | 129,500.00 | 129,500.00 | 63,288.14 | 2,527.75 | 0.00 | 66,211.86 | 48.9 |
| Dept: 303.000 Intergovernmental Revenues | | | | | | | |
| 311.120 Municipal Revenue Sharing | 169,000.00 | 169,000.00 | 27,931.06 | 13,965.53 | 0.00 | 141,068.94 | 16.5 |
| 311.150 Alcoholic Beverage License | 16,700.00 | 16,700.00 | 97.89 | 0.00 | 0.00 | 16,602.11 | 0.6 |
| 311.180 Sales Tax | 422,700.00 | 422,700.00 | 38,468.37 | 38,468.37 | 0.00 | 384,231.63 | 9.1 |
| 312.405 Local Op Gas Tax 1 - 6 cent | 67,499.00 | 67,499.00 | 5,118.03 | 5,118.03 | 0.00 | 62,380.97 | 7.6 |
| 312.410 Local Op Gas Tax 1 - 5 cent | 47,857.00 | 47,857.00 | 3,587.41 | 3,587.41 | 0.00 | 44,269.59 | 7.5 |
| 315.100 Communication Service Tax | 321,000.00 | 321,000.00 | 24,542.88 | 24,542.88 | 0.00 | 296,457.12 | 7.6 |
| 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 | 18,606.00 | 18,606.00 | 0.00 | 0.00 | 0.00 | 18,606.00 | 0.0 |
| 334.932 DUNE MANAGEMENT GRANT | 30,000.00 | 30,000.00 | 0.00 | 0.00 | 0.00 | 30,000.00 | 0.0 |
| Intergovernmental Revenues | 1,262,595.00 | 1,262,595.00 | 99,745.64 | 85,682.22 | 0.00 | 1,162,849.36 | 7.9 |
| 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 | 6,000.00 | 6,000.00 | 480.00 | 210.00 | 0.00 | 5,520.00 | 8.0 |
| Charges for Services | 7,650.00 | 7,650.00 | 480.00 | 210.00 | 0.00 | 7,170.00 | 6.3 |
| Dept: 305.000 Fines & Forfeitures | | | | | | | |
| 354.150 Fines,TrafficViolation,Citatio | 32,000.00 | 32,000.00 | 1,438.79 | 1,438.79 | 0.00 | 30,561.21 | 4.5 |
| 354.160 Code Enforcement Fines | 25,000.00 | 25,000.00 | 4,225.00 | 3,200.00 | 0.00 | 20,775.00 | 16.9 |
| 359.100 Other Fines & Alarms | 3,000.00 | 3,000.00 | 1,500.00 | 425.00 | 0.00 | 1,500.00 | 50.0 |
| Fines & Forfeitures | 60,000.00 | 60,000.00 | 7,163.79 | 5,063.79 | 0.00 | 52,836.21 | 11.9 |
| Dept: 306.000 Miscellaneous Revenues | | | | | | | |
| 361.100 Interest Earnings | 30,000.00 | 30,000.00 | 203.41 | 182.78 | 0.00 | 29,796.59 | 0.7 |
| 362.000 Rent/Lease Royalties | 79,503.00 | 79,503.00 | 13,638.27 | 7,000.58 | 0.00 | 65,864.73 | 17.2 |
| 365.400 Recycling Revenue | 0.00 | 0.00 | 497.50 | 497.50 | 0.00 | -497.50 | 0.0 |
| 366.100 Donations | 6,000.00 | 6,000.00 | 8,950.00 | 800.00 | 0.00 | -2,950.00 | 149.2 |
| 369.100 Miscellaneous Revenues | 75,000.00 | 75,000.00 | 8,355.75 | 4,583.67 | 0.00 | 66,644.25 | 11.1 |

| For the Period: 10/1/2021 to 11/30/2021 | 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 | | | | | | | |
| 369.200 Miscellaneous Applications | 15,000.00 | 15,000.00 | 1,050.00 | 800.00 | 0.00 | 13,950.00 | 7.0 |
| 369.201 Miscellaneous MerchandiseSales | 0.00 | 0.00 | 5.00 | 0.00 | 0.00 | -5.00 | 0.0 |
| 369.250 Recreational Activities Fee | 1,430.00 | 1,430.00 | 105.00 | 90.00 | 0.00 | 1,325.00 | 7.3 |
| 369.500 Miscellaneous Lobbyist | 250.00 | 250.00 | 150.00 | 50.00 | 0.00 | 100.00 | 60.0 |
| 369.901 Insurance Reimbursement | 30,500.00 | 30,500.00 | 826.99 | 826.99 | 0.00 | 29,673.01 | 2.7 |
| Miscellaneous Revenues | 237,683.00 | 237,683.00 | 33,781.92 | 14,831.52 | 0.00 | 203,901.08 | 14.2 |
| Dept: 581.100 Interfund Transfers | | | | | | | |
| 380.115 Transfer from Fire - OH Costs | 22,000.00 | 22,000.00 | 0.00 | 0.00 | 0.00 | 22,000.00 | 0.0 |
| Interfund Transfers | 22,000.00 | 22,000.00 | 0.00 | 0.00 | 0.00 | 22,000.00 | 0.0 |
| Revenues | 14,287,803.00 | 14,287,803.00 | 2,428,653.50 | 2,332,509.29 | 0.00 | 11,859,149.50 | 17.0 |
| Expenditures | | | | | | | |
| Dept: 511.000 Commission | | | | | | | |
| 500.110 Commission Salaries | 68,415.00 | 68,415.00 | 7,787.40 | 5,012.06 | 0.00 | 60,627.60 | 11.4 |
| 500.210 Employer FICA Taxes | 5,234.00 | 5,234.00 | 554.99 | 359.24 | 0.00 | 4,679.01 | 10.6 |
| 500.220 Retirement | 35,179.00 | 35,179.00 | 1,427.09 | 0.00 | 0.00 | 33,751.91 | 4.1 |
| 500.230 Group Insurance | 82,347.00 | 82,347.00 | 16,159.11 | 5,583.69 | 0.00 | 66,187.89 | 19.6 |
| 500.345 Contractual Services | 4,500.00 | 4,500.00 | 787.50 | 431.25 | 0.00 | 3,712.50 | 17.5 |
| 500.510 Office Supplies | 500.00 | 500.00 | 0.00 | 0.00 | 0.00 | 500.00 | 0.0 |
| 500.512 Elections | 13,400.00 | 13,400.00 | 0.00 | 0.00 | 0.00 | 13,400.00 | 0.0 |
| 500.540 Dues & Subscriptions | 2,700.00 | 2,700.00 | 350.00 | 0.00 | 0.00 | 2,350.00 | 13.0 |
| 500.545 Training | 6,000.00 | 6,000.00 | 0.00 | 0.00 | 0.00 | 6,000.00 | 0.0 |
| 500.550 Operating Expenses | 15,000.00 | 15,000.00 | 464.84 | 464.84 | 0.00 | 14,535.16 | 3.1 |
| Commission | 233,275.00 | 233,275.00 | 27,530.93 | 11,851.08 | 0.00 | 205,744.07 | 11.8 |
| Dept: 511.100 Donation-Non Profits | | | | | | | |
| 500.820 Donations-Aids to Private Org | 63,259.00 | 63,259.00 | 4,000.00 | 0.00 | 0.00 | 59,259.00 | 6.3 |
| Donation-Non Profits | 63,259.00 | 63,259.00 | 4,000.00 | 0.00 | 0.00 | 59,259.00 | 6.3 |
| Dept: 511.200 Visitor Center | | | | | | | |
| 500.120 Regular Salaries | 13,427.00 | 13,427.00 | 1,503.99 | 997.43 | 0.00 | 11,923.01 | 11.2 |
| 500.140 Overtime Salaries | 1,500.00 | 1,500.00 | 28.59 | 13.83 | 0.00 | 1,471.41 | 1.9 |
| 500.210 Employer FICA Taxes | 1,142.00 | 1,142.00 | 115.05 | 76.30 | 0.00 | 1,026.95 | 10.1 |
| 500.220 Retirement | 1,453.00 | 1,453.00 | 150.40 | 99.74 | 0.00 | 1,302.60 | 10.4 |
| 500.230 Group Insurance | 4,019.00 | 4,019.00 | 832.96 | 306.77 | 0.00 | 3,186.04 | 20.7 |
| 500.340 Sewer/Wastewater | 3,300.00 | 3,300.00 | 470.58 | 217.61 | 0.00 | 2,829.42 | 14.3 |
| 500.430 Electric Service | 1,600.00 | 1,600.00 | 174.24 | 69.81 | 0.00 | 1,425.76 | 10.9 |
| 500.431 Water Service | 3,000.00 | 3,000.00 | 498.08 | 232.80 | 0.00 | 2,501.92 | 16.6 |
| 500.520 Bldg. Maintenance | 10,000.00 | 10,000.00 | 0.00 | 0.00 | 0.00 | 10,000.00 | 0.0 |
| 500.550 Operating Expenses | 10,000.00 | 10,000.00 | 80.70 | 80.70 | 0.00 | 9,919.30 | 0.8 |
| 500.553 Visitor Center Staff Salaries | 55,000.00 | 55,000.00 | 0.00 | 0.00 | 0.00 | 55,000.00 | 0.0 |
| Visitor Center | 104,441.00 | 104,441.00 | 3,854.59 | 2,094.99 | 0.00 | 100,586.41 | 3.7 |
| Dept: 513.000 Administration | | | | | | | |
| 500.120 Regular Salaries | 596,812.00 | 596,812.00 | 70,494.20 | 47,402.73 | 0.00 | 526,317.80 | 11.8 |
| 500.121 Temporary Salaries/ Interns | 15,000.00 | 15,000.00 | 1,786.50 | 1,080.30 | 0.00 | 13,213.50 | 11.9 |
| 500.140 Overtime Salaries | 2,500.00 | 2,500.00 | 51.69 | 16.01 | 0.00 | 2,448.31 | 2.1 |
| 500.210 Employer FICA Taxes | 45,848.00 | 45,848.00 | 5,523.08 | 3,694.98 | 0.00 | 40,324.92 | 12.0 |
| 500.220 Retirement | 101,767.00 | 101,767.00 | 2,526.59 | -1,334.42 | 0.00 | 99,240.41 | 2.5 |
| 500.230 Group Insurance | 156,748.00 | 156,748.00 | 27,846.48 | 12,815.66 | 0.00 | 128,901.52 | 17.8 |
| 500.315 Professional Services | 54,000.00 | 54,000.00 | 0.00 | 0.00 | 0.00 | 54,000.00 | 0.0 |
| 500.320 Audit Expense | 38,000.00 | 38,000.00 | 0.00 | 0.00 | 0.00 | 38,000.00 | 0.0 |
| 500.344 HR Expenses | 5,000.00 | 5,000.00 | 165.15 | 90.00 | 0.00 | 4,834.85 | 3.3 |
| 500.345 Contractual Services | 45,840.00 | 45,840.00 | 4,428.21 | 3,351.53 | 0.00 | 41,411.79 | 9.7 |
| 500.463 Service Maintenance Contracts | 21,300.00 | 21,300.00 | 8,011.29 | 0.00 | 0.00 | 13,288.71 | 37.6 |

| For the Period: 10/1/2021 to 11/30/2021 | 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 | | | | | | | |
| 500.506 Printing & Binding | 3,500.00 | 3,500.00 | 3,778.00 | 0.00 | 0.00 | -278.00 | 107.9 |
| 500.508 Postage | 4,500.00 | 4,500.00 | 1,495.91 | 499.47 | 0.00 | 3,004.09 | 33.2 |
| 500.510 Office Supplies | 6,000.00 | 6,000.00 | 766.69 | 263.24 | 0.00 | 5,233.31 | 12.8 |
| 500.540 Dues & Subscriptions | 7,795.00 | 7,795.00 | 2,607.75 | 895.00 | 0.00 | 5,187.25 | 33.5 |
| 500.545 Training | 10,800.00 | 10,800.00 | 1,190.06 | 879.55 | 0.00 | 9,609.94 | 11.0 |
| 500.550 Operating Expenses | 15,820.00 | 15,820.00 | 2,694.66 | 2,120.51 | 0.00 | 13,125.34 | 17.0 |
| Administration | 1,131,230.00 | 1,131,230.00 | 133,366.26 | 71,774.56 | 0.00 | 997,863.74 | 11.8 |
| Dept: 514.000 Town Attorney | | | | | | | |
| 500.310 Legal Expense | 315,000.00 | 315,000.00 | 64,520.88 | 30,350.23 | 0.00 | 250,479.12 | 20.5 |
| 500.314 Litigation | 105,000.00 | 105,000.00 | 187.79 | 0.00 | 0.00 | 104,812.21 | 0.2 |
| 500.319 Ethics Research, Training & Op | 6,000.00 | 6,000.00 | 1,649.80 | 0.00 | 0.00 | 4,350.20 | 27.5 |
| Town Attorney | 426,000.00 | 426,000.00 | 66,358.47 | 30,350.23 | 0.00 | 359,641.53 | 15.6 |
| Dept: 519.000 General | | | | | | | |
| 500.120 Regular Salaries | 162,750.00 | 162,750.00 | 18,192.34 | 11,923.10 | 0.00 | 144,557.66 | 11.2 |
| 500.210 Employer FICA Taxes | 12,451.00 | 12,451.00 | 1,399.50 | 917.16 | 0.00 | 11,051.50 | 11.2 |
| 500.220 Retirement | 17,610.00 | 17,610.00 | 709.54 | 0.00 | 0.00 | 16,900.46 | 4.0 |
| 500.230 Group Insurance | 33,808.00 | 33,808.00 | 6,738.44 | 2,457.57 | 0.00 | 27,069.56 | 19.9 |
| 500.311 Advertisements | 12,000.00 | 12,000.00 | 539.45 | 0.00 | 0.00 | 11,460.55 | 4.5 |
| 500.315 Professional Services | 40,000.00 | 40,000.00 | 5,504.34 | 3,004.34 | 0.00 | 34,495.66 | 13.8 |
| 500.345 Contractual Services | 40,200.00 | 40,200.00 | 6,241.08 | 2,080.36 | 0.00 | 33,958.92 | 15.5 |
| 500.349 Community Bus | 160,216.00 | 160,216.00 | 19,341.64 | 8,737.52 | 0.00 | 140,874.36 | 12.1 |
| 500.451 Auto, Property & Liability Ins | 134,800.00 | 134,800.00 | 64,718.50 | 0.00 | 0.00 | 70,081.50 | 48.0 |
| 500.452 Workers Compensation Insur | 44,000.00 | 44,000.00 | 9,805.25 | 0.00 | 0.00 | 34,194.75 | 22.3 |
| 500.463 Service Maintenance Contracts | 12,000.00 | 12,000.00 | 275.00 | 275.00 | 0.00 | 11,725.00 | 2.3 |
| 500.497 Contingency | 100,000.00 | 100,000.00 | 0.00 | 0.00 | 0.00 | 100,000.00 | 0.0 |
| 500.506 Printing & Binding | 18,500.00 | 18,500.00 | 0.00 | 0.00 | 0.00 | 18,500.00 | 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 | 91,575.00 | 91,575.00 | 15,961.69 | 6,263.38 | 0.00 | 75,613.31 | 17.4 |
| 500.525 Uniform Expense | 225.00 | 225.00 | 0.00 | 0.00 | 0.00 | 225.00 | 0.0 |
| 500.545 Training | 500.00 | 500.00 | 0.00 | 0.00 | 0.00 | 500.00 | 0.0 |
| 500.550 Operating Expenses | 23,000.00 | 23,000.00 | 16,840.89 | 16,190.89 | 0.00 | 6,159.11 | 73.2 |
| 500.552 Recycling and Solid Waste Exp | 30,000.00 | 30,000.00 | 61.65 | 61.65 | 0.00 | 29,938.35 | 0.2 |
| General | 936,635.00 | 936,635.00 | 166,329.31 | 51,910.97 | 0.00 | 770,305.69 | 17.8 |
| Dept: 519.100 Business Dev & Marketing | | | | | | | |
| 500.311 Advertisements | 34,700.00 | 34,700.00 | 395.00 | 395.00 | 0.00 | 34,305.00 | 1.1 |
| 500.315 Professional Services | 91,500.00 | 91,500.00 | 555.00 | 555.00 | 0.00 | 90,945.00 | 0.6 |
| 500.345 Contractual Services | 17,758.00 | 17,758.00 | 0.00 | 0.00 | 0.00 | 17,758.00 | 0.0 |
| 500.495 Special Events | 9,400.00 | 9,400.00 | 420.00 | 420.00 | 0.00 | 8,980.00 | 4.5 |
| 500.506 Printing & Binding | 15,275.00 | 15,275.00 | 0.00 | 0.00 | 0.00 | 15,275.00 | 0.0 |
| 500.540 Dues & Subscriptions | 1,780.00 | 1,780.00 | 104.00 | 0.00 | 0.00 | 1,676.00 | 5.8 |
| 500.550 Operating Expenses | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | 0.0 |
| Business Dev & Marketing | 171,413.00 | 171,413.00 | 1,474.00 | 1,370.00 | 0.00 | 169,939.00 | 0.9 |
| Dept: 521.000 Police Department | | | | | | | |
| 500.141 BSO Overtime | 80,000.00 | 80,000.00 | 0.00 | 0.00 | 0.00 | 80,000.00 | 0.0 |
| 500.345 Contractual Services | 5,378,907.00 | 5,378,907.00 | 896,484.50 | 448,242.25 | 0.00 | 4,482,422.50 | 16.7 |
| 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 | 1,036.98 | 0.00 | 0.00 | 3,963.02 | 20.7 |
| 500.640 Capital Outlay - Equipt & Mach | 2,200.00 | 2,200.00 | 0.00 | 0.00 | 0.00 | 2,200.00 | 0.0 |
| Police Department | 5,472,607.00 | 5,472,607.00 | 897,521.48 | 448,242.25 | 0.00 | 4,575,085.52 | 16.4 |
| Dept: 523.000 Emergency Medical Services | | | | | | | |
| 500.345 Contractual Services | 873,699.00 | 873,699.00 | 145,616.50 | 72,808.25 | 0.00 | 728,082.50 | 16.7 |

| For the Period: 10/1/2021 to 11/30/2021 | Original Bud. | Amended Bud. | YTD Actual | CURR MTH | Encumb. YTD | UnencBal | % Bud |
|---|---|---|---|---|---|---|---|
| Fund Type: GOV Governmental | | | | | | | |
| **Fund: 001 - General Fund** | | | | | | | |
| Expenditures | | | | | | | |
| Emergency Medical Services | 873,699.00 | 873,699.00 | 145,616.50 | 72,808.25 | 0.00 | 728,082.50 | 16.7 |
| Dept: 524.000 Development Services | | | | | | | |
| 500.120 Regular Salaries | 272,842.00 | 272,842.00 | 19,728.73 | 12,824.25 | 0.00 | 253,113.27 | 7.2 |
| 500.140 Overtime Salaries | 5,000.00 | 5,000.00 | 28.23 | 28.23 | 0.00 | 4,971.77 | 0.6 |
| 500.210 Employer FICA Taxes | 21,255.00 | 21,255.00 | 1,475.51 | 958.80 | 0.00 | 19,779.49 | 6.9 |
| 500.220 Retirement | 61,131.00 | 61,131.00 | 2,103.91 | 157.08 | 0.00 | 59,027.09 | 3.4 |
| 500.230 Group Insurance | 74,259.00 | 74,259.00 | 7,352.97 | 1,956.31 | 0.00 | 66,906.03 | 9.9 |
| 500.315 Professional Services | 66,500.00 | 66,500.00 | 5,765.75 | 5,765.75 | 0.00 | 60,734.25 | 8.7 |
| 500.345 Contractual Services | 319,574.00 | 319,574.00 | 57,382.06 | 26,279.51 | 0.00 | 262,191.94 | 18.0 |
| 500.461 Vehicle Maintenance | 250.00 | 250.00 | 24.98 | 0.00 | 0.00 | 225.02 | 10.0 |
| 500.462 Fuel | 500.00 | 500.00 | 41.11 | 0.00 | 0.00 | 458.89 | 8.2 |
| 500.463 Service Maintenance Contracts | 6,600.00 | 6,600.00 | 2,131.85 | 1,200.00 | 0.00 | 4,468.15 | 32.3 |
| 500.506 Printing & Binding | 1,300.00 | 1,300.00 | 202.69 | 25.32 | 0.00 | 1,097.31 | 15.6 |
| 500.508 Postage | 5,000.00 | 5,000.00 | 116.74 | 116.74 | 0.00 | 4,883.26 | 2.3 |
| 500.510 Office Supplies | 2,500.00 | 2,500.00 | 0.00 | 0.00 | 0.00 | 2,500.00 | 0.0 |
| 500.525 Uniform Expense | 600.00 | 600.00 | 0.00 | 0.00 | 0.00 | 600.00 | 0.0 |
| 500.540 Dues & Subscriptions | 3,300.00 | 3,300.00 | 0.00 | 0.00 | 0.00 | 3,300.00 | 0.0 |
| 500.545 Training | 4,500.00 | 4,500.00 | 59.00 | 59.00 | 0.00 | 4,441.00 | 1.3 |
| 500.550 Operating Expenses | 9,000.00 | 9,000.00 | 272.48 | 197.48 | 0.00 | 8,727.52 | 3.0 |
| 500.640 Capital Outlay - Equipt & Mach | 0.00 | 0.00 | 8,400.00 | 8,400.00 | 0.00 | -8,400.00 | 0.0 |
| Development Services | 854,111.00 | 854,111.00 | 105,086.01 | 57,968.47 | 0.00 | 749,024.99 | 12.3 |
| Dept: 541.100 Mun Srvcs - Public Works Div | | | | | | | |
| 500.120 Regular Salaries | 888,471.00 | 888,471.00 | 97,445.02 | 63,622.97 | 0.00 | 791,025.98 | 11.0 |
| 500.140 Overtime Salaries | 50,000.00 | 50,000.00 | 3,340.11 | 2,727.73 | 0.00 | 46,659.89 | 6.7 |
| 500.210 Employer FICA Taxes | 71,793.00 | 71,793.00 | 7,634.46 | 5,021.46 | 0.00 | 64,158.54 | 10.6 |
| 500.220 Retirement | 112,979.00 | 112,979.00 | 3,851.08 | -1,007.06 | 0.00 | 109,127.92 | 3.4 |
| 500.230 Group Insurance | 285,494.00 | 285,494.00 | 57,949.09 | 22,656.74 | 0.00 | 227,544.91 | 20.3 |
| 500.315 Professional Services | 75,000.00 | 75,000.00 | 2,171.15 | 2,171.15 | 0.00 | 72,828.85 | 2.9 |
| 500.340 Sewer/Wastewater | 14,000.00 | 14,000.00 | 1,338.69 | 584.80 | 0.00 | 12,661.31 | 9.6 |
| 500.345 Contractual Services | 322,817.00 | 322,817.00 | 43,521.20 | 34,918.10 | 0.00 | 279,295.80 | 13.5 |
| 500.410 Communications | 41,800.00 | 41,800.00 | 8,137.10 | 4,246.00 | 0.00 | 33,662.90 | 19.5 |
| 500.430 Electric Service | 48,000.00 | 48,000.00 | 6,913.98 | 3,209.50 | 0.00 | 41,086.02 | 14.4 |
| 500.431 Water Service | 160,000.00 | 160,000.00 | 25,264.58 | 10,525.77 | 0.00 | 134,735.42 | 15.8 |
| 500.433 Electic Service-Streets | 62,500.00 | 62,500.00 | 9,116.41 | 4,599.06 | 0.00 | 53,383.59 | 14.6 |
| 500.445 Equip Rent/Lease | 17,500.00 | 17,500.00 | 2,033.20 | 1,650.40 | 0.00 | 15,466.80 | 11.6 |
| 500.460 Equipment Maintenance | 27,080.00 | 27,080.00 | 462.28 | 82.87 | 0.00 | 26,617.72 | 1.7 |
| 500.461 Vehicle Maintenance | 14,000.00 | 14,000.00 | 0.00 | 0.00 | 0.00 | 14,000.00 | 0.0 |
| 500.462 Fuel | 24,000.00 | 24,000.00 | 1,964.11 | 343.09 | 0.00 | 22,035.89 | 8.2 |
| 500.463 Service Maintenance Contracts | 20,705.00 | 20,705.00 | 2,757.06 | 1,622.61 | 0.00 | 17,947.94 | 13.3 |
| 500.470 Radio Maintenance | 2,400.00 | 2,400.00 | 0.00 | 0.00 | 0.00 | 2,400.00 | 0.0 |
| 500.498 Storm Drain Rehab/Maint | 50,000.00 | 50,000.00 | 0.00 | 0.00 | 0.00 | 50,000.00 | 0.0 |
| 500.508 Postage | 250.00 | 250.00 | 88.21 | 88.21 | 0.00 | 161.79 | 35.3 |
| 500.510 Office Supplies | 1,750.00 | 1,750.00 | 0.00 | 0.00 | 0.00 | 1,750.00 | 0.0 |
| 500.520 Bldg. Maintenance | 65,000.00 | 65,000.00 | 6,822.84 | 3,744.87 | 0.00 | 58,177.16 | 10.5 |
| 500.525 Uniform Expense | 12,000.00 | 12,000.00 | 3,126.90 | 1,840.92 | 0.00 | 8,873.10 | 26.1 |
| 500.529 Street Light Maintenance | 35,000.00 | 35,000.00 | 4,010.86 | 3,118.36 | 0.00 | 30,989.14 | 11.5 |
| 500.530 Street Maint Repair Supply | 85,000.00 | 85,000.00 | 1,225.49 | 0.00 | 0.00 | 83,774.51 | 1.4 |
| 500.531 Grounds Maint/Landscaping | 50,000.00 | 50,000.00 | 4,100.55 | 2,440.95 | 0.00 | 45,899.45 | 8.2 |
| 500.532 Signs | 12,500.00 | 12,500.00 | 1,033.29 | 48.00 | 0.00 | 11,466.71 | 8.3 |
| 500.534 Sidewalk Maint Repair | 15,000.00 | 15,000.00 | 5,796.74 | 0.00 | 0.00 | 9,203.26 | 38.6 |
| 500.535 Flags | 2,500.00 | 2,500.00 | 0.00 | 0.00 | 0.00 | 2,500.00 | 0.0 |
| 500.540 Dues & Subscriptions | 2,285.00 | 2,285.00 | 695.00 | 195.00 | 0.00 | 1,590.00 | 30.4 |
| 500.545 Training | 6,000.00 | 6,000.00 | 50.00 | 50.00 | 0.00 | 5,950.00 | 0.8 |
| 500.547 Hurricane Expenditure | 20,000.00 | 20,000.00 | 0.00 | 0.00 | 0.00 | 20,000.00 | 0.0 |
| 500.550 Operating Expenses | 70,000.00 | 70,000.00 | 6,523.09 | 5,043.86 | 0.00 | 63,476.91 | 9.3 |
| 500.624 Capital Outlay-Bldg. Improvemt | 50,000.00 | 50,000.00 | 0.00 | 0.00 | 0.00 | 50,000.00 | 0.0 |
| 500.640 Capital Outlay - Equipt & Mach | 6,000.00 | 6,000.00 | 0.00 | 0.00 | 0.00 | 6,000.00 | 0.0 |

| For the Period: 10/1/2021 to 11/30/2021 | Original Bud. | Amended Bud. | YTD Actual | CURR MTH | Encumb. YTD | UnencBal | % Bud |
|---|---|---|---|---|---|---|---|
| Fund Type: GOV Governmental | | | | | | | |
| **Fund: 001 - General Fund** | | | | | | | |
| Expenditures | | | | | | | |
| Dept: 541.100 Mun Srvcs - Public Works Div | | | | | | | |
| 500.644 Capital Outlay-Vehicles | 39,263.00 | 39,263.00 | 4,659.03 | 2,352.14 | 0.00 | 34,603.97 | 11.9 |
| Mun Srvcs - Public Works Div | 2,761,087.00 | 2,761,087.00 | 312,031.52 | 175,897.50 | 0.00 | 2,449,055.48 | 11.3 |
| Dept: 572.000 Recreation | | | | | | | |
| 500.311 Advertisements | 1,800.00 | 1,800.00 | 241.00 | 46.00 | 0.00 | 1,559.00 | 13.4 |
| 500.342 Senior Rec. Ctr. Contract | 94,834.00 | 94,834.00 | 14,690.66 | 7,432.83 | 0.00 | 80,143.34 | 15.5 |
| 500.343 Beach Maintenance Contract | 264,000.00 | 264,000.00 | 41,000.00 | 20,500.00 | 0.00 | 223,000.00 | 15.5 |
| 500.345 Contractual Services | 11,000.00 | 11,000.00 | 0.00 | 0.00 | 0.00 | 11,000.00 | 0.0 |
| 500.347 Programs | 8,000.00 | 8,000.00 | 0.00 | 0.00 | 0.00 | 8,000.00 | 0.0 |
| 500.430 Electric Service | 600.00 | 600.00 | 80.63 | 40.67 | 0.00 | 519.37 | 13.4 |
| 500.460 Equipment Maintenance | 8,000.00 | 8,000.00 | 1,198.26 | 1,198.26 | 0.00 | 6,801.74 | 15.0 |
| 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 | 105,000.00 | 105,000.00 | 11,207.89 | 5,574.19 | 0.00 | 93,792.11 | 10.7 |
| 500.510 Office Supplies | 650.00 | 650.00 | 476.59 | 0.00 | 0.00 | 173.41 | 73.3 |
| 500.520 Bldg. Maintenance | 45,000.00 | 45,000.00 | 3,822.00 | 2,456.00 | 0.00 | 41,178.00 | 8.5 |
| 500.536 Sea Oats | 12,000.00 | 12,000.00 | 0.00 | 0.00 | 0.00 | 12,000.00 | 0.0 |
| 500.550 Operating Expenses | 112,000.00 | 112,000.00 | 7,506.67 | 4,177.92 | 0.00 | 104,493.33 | 6.7 |
| 500.640 Capital Outlay - Equipt & Mach | 47,500.00 | 47,500.00 | 6,590.00 | 2,690.00 | 0.00 | 40,910.00 | 13.9 |
| Recreation | 719,384.00 | 719,384.00 | 86,813.70 | 44,115.87 | 0.00 | 632,570.30 | 12.1 |
| Dept: 581.100 Interfund Transfers | | | | | | | |
| 500.910 Transfer to CIP Fund | 540,662.00 | 540,662.00 | 0.00 | 0.00 | 0.00 | 540,662.00 | 0.0 |
| Interfund Transfers | 540,662.00 | 540,662.00 | 0.00 | 0.00 | 0.00 | 540,662.00 | 0.0 |
| Expenditures | 14,287,803.00 | 14,287,803.00 | 1,949,982.77 | 968,384.17 | 0.00 | 12,337,820.23 | 13.6 |

| For the Period: 10/1/2021 to 11/30/2021 | Original Bud. | Amended Bud. | YTD Actual | CURR MTH | Encumb. YTD | UnencBal | % Bud |
|---|---|---|---|---|---|---|---|
| Fund Type: GOV Governmental | | | | | | | |
| **Fund: 102 - Building Fund** | | | | | | | |
| Revenues | | | | | | | |
| Dept: 000.000 Appropriated Fund Balance | | | | | | | |
| 380.200 Appropriated Fund Balance | 50,000.00 | 50,000.00 | 0.00 | 0.00 | 0.00 | 50,000.00 | 0.0 |
| Appropriated Fund Balance | 50,000.00 | 50,000.00 | 0.00 | 0.00 | 0.00 | 50,000.00 | 0.0 |
| Dept: 302.100 Building Permit and Inpection | | | | | | | |
| 322.100 Building Permits | 808,183.00 | 808,183.00 | 155,542.98 | 64,023.35 | 0.00 | 652,640.02 | 19.2 |
| 322.105 Fire Plan Review Fees | 16,500.00 | 16,500.00 | 3,659.50 | 1,040.00 | 0.00 | 12,840.50 | 22.2 |
| Building Permit and Inpection | 824,683.00 | 824,683.00 | 159,202.48 | 65,063.35 | 0.00 | 665,480.52 | 19.3 |
| Revenues | 874,683.00 | 874,683.00 | 159,202.48 | 65,063.35 | 0.00 | 715,480.52 | 18.2 |
| Expenditures | | | | | | | |
| Dept: 524.100 Building | | | | | | | |
| 500.120 Regular Salaries | 80,642.00 | 80,642.00 | 7,225.68 | 4,835.78 | 0.00 | 73,416.32 | 9.0 |
| 500.210 Employer FICA Taxes | 6,170.00 | 6,170.00 | 629.19 | 421.28 | 0.00 | 5,540.81 | 10.2 |
| 500.220 Retirement | 15,802.00 | 15,802.00 | 816.91 | 546.48 | 0.00 | 14,985.09 | 5.2 |
| 500.230 Group Insurance | 22,069.00 | 22,069.00 | 3,188.82 | 1,228.70 | 0.00 | 18,880.18 | 14.4 |
| 500.315 Professional Services | 100,000.00 | 100,000.00 | 0.00 | 0.00 | 0.00 | 100,000.00 | 0.0 |
| 500.402 Building Permit Services | 650,000.00 | 650,000.00 | 0.00 | 0.00 | 0.00 | 650,000.00 | 0.0 |
| Building | 874,683.00 | 874,683.00 | 11,860.60 | 7,032.24 | 0.00 | 862,822.40 | 1.4 |
| Expenditures | 874,683.00 | 874,683.00 | 11,860.60 | 7,032.24 | 0.00 | 862,822.40 | 1.4 |

| For the Period: 10/1/2021 to 11/30/2021 | Original Bud. | Amended Bud. | YTD Actual | CURR MTH | Encumb. YTD | UnencBal | % Bud |
|---|---|---|---|---|---|---|---|
| Fund Type: GOV Governmental | | | | | | | |
| **Fund: 115 - Fire Fund** | | | | | | | |
| Revenues | | | | | | | |
| Dept: 000.000 Appropriated Fund Balance | | | | | | | |
| 380.203 Appropriation from Fire Fund | 898,507.00 | 898,507.00 | 0.00 | 0.00 | 0.00 | 898,507.00 | 0.0 |
| Appropriated Fund Balance | 898,507.00 | 898,507.00 | 0.00 | 0.00 | 0.00 | 898,507.00 | 0.0 |
| Dept: 301.050 Fire Assessment | | | | | | | |
| 311.200 Property Tax-Fire Assessment | 1,012,348.00 | 1,012,348.00 | 245,137.59 | 245,137.59 | 0.00 | 767,210.41 | 24.2 |
| Fire Assessment | 1,012,348.00 | 1,012,348.00 | 245,137.59 | 245,137.59 | 0.00 | 767,210.41 | 24.2 |
| Dept: 304.000 Charges for Services | | | | | | | |
| 342.210 Fire Inspection Fees | 33,900.00 | 33,900.00 | 29,282.74 | 740.00 | 0.00 | 4,617.26 | 86.4 |
| Charges for Services | 33,900.00 | 33,900.00 | 29,282.74 | 740.00 | 0.00 | 4,617.26 | 86.4 |
| Dept: 306.000 Miscellaneous Revenues | | | | | | | |
| 361.100 Interest Earnings | 1,000.00 | 1,000.00 | 17.07 | 17.07 | 0.00 | 982.93 | 1.7 |
| Miscellaneous Revenues | 1,000.00 | 1,000.00 | 17.07 | 17.07 | 0.00 | 982.93 | 1.7 |
| Revenues | 1,945,755.00 | 1,945,755.00 | 274,437.40 | 245,894.66 | 0.00 | 1,671,317.60 | 14.1 |
| 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 | 5,590.00 | 0.00 | 0.00 | 63,910.00 | 8.0 |
| 500.320 Audit Expense | 8,400.00 | 8,400.00 | 0.00 | 0.00 | 0.00 | 8,400.00 | 0.0 |
| 500.345 Contractual Services | 919,855.00 | 919,855.00 | 153,309.16 | 76,654.58 | 0.00 | 766,545.84 | 16.7 |
| 500.520 Bldg. Maintenance | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 0.00 | 2,000.00 | 0.0 |
| 500.644 Capital Outlay-Vehicles | 918,000.00 | 918,000.00 | 0.00 | 0.00 | 0.00 | 918,000.00 | 0.0 |
| 500.912 Transfer to General Fund | 22,000.00 | 22,000.00 | 0.00 | 0.00 | 0.00 | 22,000.00 | 0.0 |
| Fire Department | 1,945,755.00 | 1,945,755.00 | 158,899.16 | 76,654.58 | 0.00 | 1,786,855.84 | 8.2 |
| Expenditures | 1,945,755.00 | 1,945,755.00 | 158,899.16 | 76,654.58 | 0.00 | 1,786,855.84 | 8.2 |

| For the Period: 10/1/2021 to 11/30/2021 | 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 | 406,337.00 | 406,337.00 | 0.00 | 0.00 | 0.00 | 406,337.00 | 0.0 |
| 380.204 Appropriated from El Mar Reser | 677,566.00 | 677,566.00 | 0.00 | 0.00 | 0.00 | 677,566.00 | 0.0 |
| 380.211 Appropriated El Mar Res.FDG Fi | 1,650,000.00 | 1,650,000.00 | 0.00 | 0.00 | 0.00 | 1,650,000.00 | 0.0 |
| Appropriated Fund Balance | 2,733,903.00 | 2,733,903.00 | 0.00 | 0.00 | 0.00 | 2,733,903.00 | 0.0 |
| Dept: 303.000 Intergovernmental Revenues | | | | | | | |
| 334.931 American Rescue Plan Act Grant | 1,668,844.00 | 1,668,844.00 | 1,668,844.00 | 0.00 | 0.00 | 0.00 | 100.0 |
| Intergovernmental Revenues | 1,668,844.00 | 1,668,844.00 | 1,668,844.00 | 0.00 | 0.00 | 0.00 | 100.0 |
| Dept: 306.000 Miscellaneous Revenues | | | | | | | |
| 361.100 Interest Earnings | 600.00 | 600.00 | 41.52 | 41.52 | 0.00 | 558.48 | 6.9 |
| Miscellaneous Revenues | 600.00 | 600.00 | 41.52 | 41.52 | 0.00 | 558.48 | 6.9 |
| Dept: 581.100 Interfund Transfers | | | | | | | |
| 381.105 Transfer from General Fund | 540,662.00 | 540,662.00 | 0.00 | 0.00 | 0.00 | 540,662.00 | 0.0 |
| 381.106 Transfer from Parking Fund | 1,109,300.00 | 1,109,300.00 | 0.00 | 0.00 | 0.00 | 1,109,300.00 | 0.0 |
| Interfund Transfers | 1,649,962.00 | 1,649,962.00 | 0.00 | 0.00 | 0.00 | 1,649,962.00 | 0.0 |
| Revenues | 6,053,309.00 | 6,053,309.00 | 1,668,885.52 | 41.52 | 0.00 | 4,384,423.48 | 27.6 |
| Expenditures | | | | | | | |
| Dept: 519.000 General | | | | | | | |
| 500.120 Regular Salaries | 24,591.00 | 24,591.00 | 3,245.67 | 2,192.34 | 0.00 | 21,345.33 | 13.2 |
| 500.210 Employer FICA Taxes | 1,882.00 | 1,882.00 | 248.29 | 167.71 | 0.00 | 1,633.71 | 13.2 |
| 500.220 Retirement | 7,134.00 | 7,134.00 | 1,143.36 | 664.06 | 0.00 | 5,990.64 | 16.0 |
| 500.230 Group Insurance | 6,136.00 | 6,136.00 | 1,122.59 | 665.48 | 0.00 | 5,013.41 | 18.3 |
| 500.640 Capital Outlay - Equipt & Mach | 125,000.00 | 125,000.00 | 0.00 | 0.00 | 0.00 | 125,000.00 | 0.0 |
| General | 164,743.00 | 164,743.00 | 5,759.91 | 3,689.59 | 0.00 | 158,983.09 | 3.5 |
| Dept: 519.162 Town Hall Complex | | | | | | | |
| 500.624 Capital Outlay-Bldg. Improvemt | 251,000.00 | 251,000.00 | 0.00 | 0.00 | 0.00 | 251,000.00 | 0.0 |
| Town Hall Complex | 251,000.00 | 251,000.00 | 0.00 | 0.00 | 0.00 | 251,000.00 | 0.0 |
| Dept: 545.100 Downtown Parking Reconfigurati | | | | | | | |
| 500.630 Cap Outlay Imp other than bldg | 350,000.00 | 350,000.00 | 25,291.18 | 24,157.50 | 0.00 | 324,708.82 | 7.2 |
| Downtown Parking Reconfigurati | 350,000.00 | 350,000.00 | 25,291.18 | 24,157.50 | 0.00 | 324,708.82 | 7.2 |
| Dept: 559.026 Canal Dredging | | | | | | | |
| 500.630 Cap Outlay Imp other than bldg | 70,000.00 | 70,000.00 | 0.00 | 0.00 | 0.00 | 70,000.00 | 0.0 |
| Canal Dredging | 70,000.00 | 70,000.00 | 0.00 | 0.00 | 0.00 | 70,000.00 | 0.0 |
| Dept: 559.027 Storm Water Rate Study | | | | | | | |
| 500.630 Cap Outlay Imp other than bldg | 40,000.00 | 40,000.00 | 0.00 | 0.00 | 0.00 | 40,000.00 | 0.0 |
| Storm Water Rate Study | 40,000.00 | 40,000.00 | 0.00 | 0.00 | 0.00 | 40,000.00 | 0.0 |
| Dept: 559.028 East Tradewinds Improvement | | | | | | | |
| 500.630 Cap Outlay Imp other than bldg | 50,000.00 | 50,000.00 | 0.00 | 0.00 | 0.00 | 50,000.00 | 0.0 |
| East Tradewinds Improvement | 50,000.00 | 50,000.00 | 0.00 | 0.00 | 0.00 | 50,000.00 | 0.0 |
| Dept: 572.200 Beach Renourishment | | | | | | | |
| 500.630 Cap Outlay Imp other than bldg | 0.00 | 0.00 | 16,855.77 | 16,855.77 | 0.00 | -16,855.77 | 0.0 |
| Beach Renourishment | 0.00 | 0.00 | 16,855.77 | 16,855.77 | 0.00 | -16,855.77 | 0.0 |
| Dept: 575.201 Pedestrian Amenities | | | | | | | |
| 500.630 Cap Outlay Imp other than bldg | 150,000.00 | 150,000.00 | 0.00 | 0.00 | 0.00 | 150,000.00 | 0.0 |

| For the Period: 10/1/2021 to 11/30/2021 | Original Bud. | Amended Bud. | YTD Actual | CURR MTH | Encumb. YTD | UnencBal | % Bud |
|---|---|---|---|---|---|---|---|
| Fund Type: GOV Governmental | | | | | | | |
| **Fund: 300 - Capital Project Fund** | | | | | | | |
| Expenditures | | | | | | | |
| Pedestrian Amenities | 150,000.00 | 150,000.00 | 0.00 | 0.00 | 0.00 | 150,000.00 | 0.0 |
| Dept: 576.129 Palm Club Sewer | | | | | | | |
| 500.630 Cap Outlay Imp other than bldg | 1,450,000.00 | 1,450,000.00 | 31,307.31 | 31,307.31 | 0.00 | 1,418,692.69 | 2.2 |
| Palm Club Sewer | 1,450,000.00 | 1,450,000.00 | 31,307.31 | 31,307.31 | 0.00 | 1,418,692.69 | 2.2 |
| Dept: 576.135 Street Project Codrington Driv | | | | | | | |
| 500.629 Capital Outlay - Design/Permit | 0.00 | 0.00 | 15,888.00 | 15,888.00 | 0.00 | -15,888.00 | 0.0 |
| 500.630 Cap Outlay Imp other than bldg | 1,150,000.00 | 1,150,000.00 | 0.00 | 0.00 | 0.00 | 1,150,000.00 | 0.0 |
| Street Project Codrington Driv | 1,150,000.00 | 1,150,000.00 | 15,888.00 | 15,888.00 | 0.00 | 1,134,112.00 | 1.4 |
| Dept: 577.101 Dog Park Pilot | | | | | | | |
| 500.630 Cap Outlay Imp other than bldg | 50,000.00 | 50,000.00 | 0.00 | 0.00 | 0.00 | 50,000.00 | 0.0 |
| Dog Park Pilot | 50,000.00 | 50,000.00 | 0.00 | 0.00 | 0.00 | 50,000.00 | 0.0 |
| Dept: 579.169 Greenway- El Mar Drive | | | | | | | |
| 500.630 Cap Outlay Imp other than bldg | 2,327,566.00 | 2,327,566.00 | 0.00 | 0.00 | 0.00 | 2,327,566.00 | 0.0 |
| Greenway- El Mar Drive | 2,327,566.00 | 2,327,566.00 | 0.00 | 0.00 | 0.00 | 2,327,566.00 | 0.0 |
| Expenditures | 6,053,309.00 | 6,053,309.00 | 95,102.17 | 91,898.17 | 0.00 | 5,958,206.83 | 1.6 |

| For the Period: 10/1/2021 to 11/30/2021 | Original Bud. | Amended Bud. | YTD Actual | CURR MTH | Encumb. YTD | UnencBal | % Bud |
|---|---|---|---|---|---|---|---|
| Net Effect for Governmental | 0.00 | 0.00 | 2,315,334.20 | 1,499,539.66 | 0.00 | -2,315,334.20 | |
| Fund Type: PROP PROPRIETARY | | | | | | | |
| **Fund: 103 - Sewer Fund** | | | | | | | |
| Revenues | | | | | | | |
| Dept: 000.000 Appropriated Fund Balance | | | | | | | |
| 380.200 Appropriated Fund Balance | 200,281.00 | 200,281.00 | 0.00 | 0.00 | 0.00 | 200,281.00 | 0.0 |
| Appropriated Fund Balance | 200,281.00 | 200,281.00 | 0.00 | 0.00 | 0.00 | 200,281.00 | 0.0 |
| Dept: 304.000 Charges for Services | | | | | | | |
| 343.500 Sewer Fees | 1,193,155.00 | 1,193,155.00 | 193,698.35 | 88,309.64 | 0.00 | 999,456.65 | 16.2 |
| Charges for Services | 1,193,155.00 | 1,193,155.00 | 193,698.35 | 88,309.64 | 0.00 | 999,456.65 | 16.2 |
| Dept: 306.000 Miscellaneous Revenues | | | | | | | |
| 361.100 Interest Earnings | 1,500.00 | 1,500.00 | 17.91 | 17.91 | 0.00 | 1,482.09 | 1.2 |
| Miscellaneous Revenues | 1,500.00 | 1,500.00 | 17.91 | 17.91 | 0.00 | 1,482.09 | 1.2 |
| Revenues | 1,394,936.00 | 1,394,936.00 | 193,716.26 | 88,327.55 | 0.00 | 1,201,219.74 | 13.9 |
| Expenditures | | | | | | | |
| Dept: 535.000 Sanitary Sewers | | | | | | | |
| 500.120 Regular Salaries | 58,968.00 | 58,968.00 | 8,855.19 | 5,854.38 | 0.00 | 50,112.81 | 15.0 |
| 500.140 Overtime Salaries | 5,250.00 | 5,250.00 | 487.23 | 467.03 | 0.00 | 4,762.77 | 9.3 |
| 500.210 Employer FICA Taxes | 4,913.00 | 4,913.00 | 711.84 | 480.81 | 0.00 | 4,201.16 | 14.5 |
| 500.220 Retirement | 10,422.00 | 10,422.00 | 1,423.48 | 957.64 | 0.00 | 8,998.52 | 13.7 |
| 500.230 Group Insurance | 8,773.00 | 8,773.00 | 1,452.66 | 796.46 | 0.00 | 7,320.34 | 16.6 |
| 500.315 Professional Services | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 0.00 | 3,000.00 | 0.0 |
| 500.340 Sewer/Wastewater | 800,000.00 | 800,000.00 | 129,394.54 | 67,254.59 | 0.00 | 670,605.46 | 16.2 |
| 500.345 Contractual Services | 18,000.00 | 18,000.00 | 3,052.78 | 1,526.39 | 0.00 | 14,947.22 | 17.0 |
| 500.430 Electric Service | 24,000.00 | 24,000.00 | 2,764.09 | 1,434.38 | 0.00 | 21,235.91 | 11.5 |
| 500.431 Water Service | 360.00 | 360.00 | 31.99 | 14.14 | 0.00 | 328.01 | 8.9 |
| 500.459 Sewer Line Maintenance | 280,000.00 | 280,000.00 | 0.00 | 0.00 | 0.00 | 280,000.00 | 0.0 |
| 500.465 Pump Station Maintenance | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 0.00 | 3,000.00 | 0.0 |
| 500.497 Contingency | 100,000.00 | 100,000.00 | 0.00 | 0.00 | 0.00 | 100,000.00 | 0.0 |
| 500.506 Printing & Binding | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | 0.0 |
| 500.550 Operating Expenses | 2,250.00 | 2,250.00 | 59.09 | 59.09 | 0.00 | 2,190.91 | 2.6 |
| 500.630 Cap Outlay Imp other than bldg | 75,000.00 | 75,000.00 | 0.00 | 0.00 | 0.00 | 75,000.00 | 0.0 |
| Sanitary Sewers | 1,394,936.00 | 1,394,936.00 | 148,232.89 | 78,844.91 | 0.00 | 1,246,703.11 | 10.6 |
| Expenditures | 1,394,936.00 | 1,394,936.00 | 148,232.89 | 78,844.91 | 0.00 | 1,246,703.11 | 10.6 |

| For the Period: 10/1/2021 to 11/30/2021 | Original Bud. | Amended Bud. | YTD Actual | CURR MTH | Encumb. YTD | UnencBal | % Bud |
|---|---|---|---|---|---|---|---|
| Fund Type: PROP PROPRIETARY | | | | | | | |
| **Fund: 310 - Parking Fund** | | | | | | | |
| Revenues | | | | | | | |
| Dept: 302.000 Licenses & Permits | | | | | | | |
| 313.101 PILOP Fee | 18,300.00 | 18,300.00 | 0.00 | 0.00 | 0.00 | 18,300.00 | 0.0 |
| Licenses & Permits | 18,300.00 | 18,300.00 | 0.00 | 0.00 | 0.00 | 18,300.00 | 0.0 |
| Dept: 304.000 Charges for Services | | | | | | | |
| 344.500 Parking Permits | 130,000.00 | 130,000.00 | 57,566.89 | 9,166.89 | 0.00 | 72,433.11 | 44.3 |
| 344.520 Parking Agreements | 65,331.00 | 65,331.00 | 0.00 | 0.00 | 0.00 | 65,331.00 | 0.0 |
| 344.551 South Ocean | 185,000.00 | 185,000.00 | 27,162.97 | 14,037.67 | 0.00 | 157,837.03 | 14.7 |
| 344.552 Ocean Front Meters | 290,000.00 | 290,000.00 | 57,115.38 | 30,496.68 | 0.00 | 232,884.62 | 19.7 |
| 344.553 Commmercial Blvd. Meters | 60,000.00 | 60,000.00 | 11,746.10 | 6,600.15 | 0.00 | 48,253.90 | 19.6 |
| 344.554 Parking Meters - Beach | 200,000.00 | 200,000.00 | 26,819.56 | 13,251.26 | 0.00 | 173,180.44 | 13.4 |
| 344.555 Palm Portal- FDG | 70,252.00 | 70,252.00 | 10,235.67 | 4,604.05 | 0.00 | 60,016.33 | 14.6 |
| 344.556 El Prado Parking Lot | 400,000.00 | 400,000.00 | 61,071.98 | 29,512.78 | 0.00 | 338,928.02 | 15.3 |
| 344.558 Town Hall Parking Lot | 25,000.00 | 25,000.00 | 2,966.58 | 916.92 | 0.00 | 22,033.42 | 11.9 |
| 344.559 El Mar Parking Lot | 200,000.00 | 200,000.00 | 38,701.64 | 20,330.79 | 0.00 | 161,298.36 | 19.4 |
| 344.560 A1A Parking Lot | 400,000.00 | 400,000.00 | 73,607.87 | 36,206.45 | 0.00 | 326,392.13 | 18.4 |
| 344.563 Bougainvilla/ Poinciana | 125,000.00 | 125,000.00 | 22,983.32 | 11,474.18 | 0.00 | 102,016.68 | 18.4 |
| Charges for Services | 2,150,583.00 | 2,150,583.00 | 389,977.96 | 176,597.82 | 0.00 | 1,760,605.04 | 18.1 |
| Dept: 305.000 Fines & Forfeitures | | | | | | | |
| 354.100 Parking Fines | 125,000.00 | 125,000.00 | 4,095.00 | 1,717.50 | 0.00 | 120,905.00 | 3.3 |
| Fines & Forfeitures | 125,000.00 | 125,000.00 | 4,095.00 | 1,717.50 | 0.00 | 120,905.00 | 3.3 |
| Dept: 306.000 Miscellaneous Revenues | | | | | | | |
| 361.100 Interest Earnings | 1,000.00 | 1,000.00 | 79.42 | 79.42 | 0.00 | 920.58 | 7.9 |
| Miscellaneous Revenues | 1,000.00 | 1,000.00 | 79.42 | 79.42 | 0.00 | 920.58 | 7.9 |
| Revenues | 2,294,883.00 | 2,294,883.00 | 394,152.38 | 178,394.74 | 0.00 | 1,900,730.62 | 17.2 |
| Expenditures | | | | | | | |
| Dept: 545.000 Parking Operations | | | | | | | |
| 500.120 Regular Salaries | 190,793.00 | 190,793.00 | 22,034.31 | 14,439.08 | 0.00 | 168,758.69 | 11.5 |
| 500.140 Overtime Salaries | 3,300.00 | 3,300.00 | 307.57 | 304.69 | 0.00 | 2,992.43 | 9.3 |
| 500.210 Employer FICA Taxes | 14,848.00 | 14,848.00 | 1,381.52 | 909.25 | 0.00 | 13,466.48 | 9.3 |
| 500.220 Retirement | 32,048.00 | 32,048.00 | 2,087.71 | 1,072.94 | 0.00 | 29,960.29 | 6.5 |
| 500.230 Group Insurance | 68,531.00 | 68,531.00 | 5,520.60 | 0.00 | 0.00 | 63,010.40 | 8.1 |
| 500.345 Contractual Services | 350,818.00 | 350,818.00 | 16,617.41 | 16,563.56 | 0.00 | 334,200.59 | 4.7 |
| 500.353 Parking Alternatives | 294,000.00 | 294,000.00 | 25,161.08 | 11,011.24 | 0.00 | 268,838.92 | 8.6 |
| 500.410 Communications | 2,400.00 | 2,400.00 | 87.88 | 87.88 | 0.00 | 2,312.12 | 3.7 |
| 500.430 Electric Service | 5,280.00 | 5,280.00 | 902.36 | 451.61 | 0.00 | 4,377.64 | 17.1 |
| 500.431 Water Service | 23,004.00 | 23,004.00 | 2,735.32 | 1,254.63 | 0.00 | 20,268.68 | 11.9 |
| 500.445 Equip Rent/Lease | 0.00 | 0.00 | 1,596.72 | 798.36 | 0.00 | -1,596.72 | 0.0 |
| 500.461 Vehicle Maintenance | 5,000.00 | 5,000.00 | 566.04 | 566.04 | 0.00 | 4,433.96 | 11.3 |
| 500.462 Fuel | 10,000.00 | 10,000.00 | 500.33 | 0.00 | 0.00 | 9,499.67 | 5.0 |
| 500.463 Service Maintenance Contracts | 30,200.00 | 30,200.00 | 7,920.00 | 5,760.00 | 0.00 | 22,280.00 | 26.2 |
| 500.497 Contingency | 10,000.00 | 10,000.00 | 0.00 | 0.00 | 0.00 | 10,000.00 | 0.0 |
| 500.506 Printing & Binding | 7,900.00 | 7,900.00 | 136.82 | 136.82 | 0.00 | 7,763.18 | 1.7 |
| 500.508 Postage | 2,000.00 | 2,000.00 | 183.87 | 141.47 | 0.00 | 1,816.13 | 9.2 |
| 500.510 Office Supplies | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | 0.0 |
| 500.525 Uniform Expense | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 0.00 | 3,000.00 | 0.0 |
| 500.532 Signs | 10,000.00 | 10,000.00 | 2,353.00 | 645.00 | 0.00 | 7,647.00 | 23.5 |
| 500.533 Parking Meter Parts-Supplies | 30,750.00 | 30,750.00 | 0.00 | 0.00 | 0.00 | 30,750.00 | 0.0 |
| 500.545 Training | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 0.00 | 2,000.00 | 0.0 |
| 500.550 Operating Expenses | 26,610.00 | 26,610.00 | 1,311.58 | 751.24 | 0.00 | 25,298.42 | 4.9 |
| 500.629 Capital Outlay - Design/Permit | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 0.00 | 2,000.00 | 0.0 |
| 500.630 Cap Outlay Imp other than bldg | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 0.00 | 2,000.00 | 0.0 |
| 500.644 Capital Outlay-Vehicles | 58,101.00 | 58,101.00 | 0.00 | 0.00 | 0.00 | 58,101.00 | 0.0 |

| For the Period: 10/1/2021 to 11/30/2021 | Original Bud. | Amended Bud. | YTD Actual | CURR MTH | Encumb. YTD | UnencBal | % Bud |
|---|---|---|---|---|---|---|---|
| Fund Type: PROP PROPRIETARY | | | | | | | |
| **Fund: 310 - Parking Fund** | | | | | | | |
| Expenditures | | | | | | | |
| Parking Operations | 1,185,583.00 | 1,185,583.00 | 91,404.12 | 54,893.81 | 0.00 | 1,094,178.88 | 7.7 |
| Dept: 581.100 Interfund Transfers | | | | | | | |
| 500.910 Transfer to CIP Fund | 1,109,300.00 | 1,109,300.00 | 0.00 | 0.00 | 0.00 | 1,109,300.00 | 0.0 |
| Interfund Transfers | 1,109,300.00 | 1,109,300.00 | 0.00 | 0.00 | 0.00 | 1,109,300.00 | 0.0 |
| Expenditures | 2,294,883.00 | 2,294,883.00 | 91,404.12 | 54,893.81 | 0.00 | 2,203,478.88 | 4.0 |
| Net Effect for PROPRIETARY | 0.00 | 0.00 | 348,231.63 | 132,983.57 | 0.00 | -348,231.63 | |
| Grand Total Net Effect: | 0.00 | 0.00 | 2,663,565.83 | 1,632,523.23 | 0.00 | -2,663,565.83 | |

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of November 30,
2021

| Bank / Other | GL No. | Bank No. | Account Name | Account Type | Bank/ Pool | Balance 11/30/2021 | Interest/ Avg % Yield | Interest/Chg Mkt Value | Interest/ Year to Date |
|---|---|---|---|---|---|---|---|---|---|
| | | | 001 General Fund: | | | | | | |
| SunTrust | 101.000 | 8015 | Master Account | Advantage NOW | SunTrust | 8,383,440.81 | 0.02% | 102.67 | 102.67 |
| SunTrust | 101.009 | 6876 | Emergency Reserve | Advantage NOW | SunTrust | 2,500,000.00 | 0.02% | Included Above | Included Above |
| | | | GENERAL FUND | BANK SUBTOTAL | | 10,883,440.81 | | 102.67 | 102.67 |
| SBA | 101.300 | 1471-A | General Fund Invest Acct A | SBA Invest Pool | SBA | 174,041.60 | 0.01% | 14.65 | 28.54 |
| SBA | 101.400 | 1472-A | Emergency Reserves Acct A | SBA Invest Pool | SBA | 84,438.55 | 0.01% | 7.13 | 13.87 |
| | | | GENERAL FUND | SBA SUBTOTAL | | 258,480.15 | | 21.78 | 42.41 |
| | | | GENERAL FUND | GRAND TOTAL | | 11,141,920.96 | | 124.45 | 145.08 |
| | | | 101 Police Forfeiture & Training | | | | | | |
| SunTrust | 101.100 | 9613 | Police Forfeiture Fund | Advantage NOW | SunTrust | 14,369.43 | 0.02% | Included Above | Included Above |
| | | | POLICE FUND | TOTAL | | 14,369.43 | | **0.00** | 0.00 |
| | | | 103 Sewer Enterprise Fund | | | | | | |
| SunTrust | 101.105 | 9999 | Cash | Advantage NOW | SunTrust | 1,646,376.51 | 0.02% | 17.91 | 17.91 |
| | | | SEWER FUND | TOTAL | | 1,646,376.51 | | 17.91 | 17.91 |
| | | | 115 Fire Fund: | | | | | | |
| SunTrust | 101.109 | 5379 | Fire Fund Account | Advantage NOW | | 1,501,122.34 | 0.02% | 17.07 | 17.07 |
| | | | FIRE FUND | GRAND TOTAL | | 1,501,122.34 | | 17.07 | 17.07 |
| | | | 300 Capital Improvement Fund: | | | | | | |
| SunTrust | 101.115 | 0010 | Cash | Advantage NOW | SunTrust | 3,741,208.38 | 0.02% | 41.52 | 41.52 |
| | | | CAPITAL IMPROVEMENT FUND | TOTAL | | 3,741,208.38 | | 41.52 | 41.52 |
| | | | 310 Parking Improvement Fund | | | | | | |
| SunTrust | 101.125 | 0120 | Parking Improvement Account | Advantage NOW | SunTrust | 7,347,479.23 | 0.02% | 78.90 | 78.90 |
| SunTrust | 101.128 | 8554 | PILOP Account | Advantage NOW | SunTrust | 47,621.00 | 0.02% | 0.52 | 0.52 |
| | | | PARKING FUND | TOTAL | | 7,395,100.23 | | 79.42 | 79.42 |
| | | | 102 Building Fund | | | | | | |
| SunTrust | 101.104 | 8686 | Building Account | Advantage NOW | SunTrust | 330,611.38 | 0.02% | 2.67 | 2.67 |
| | | | BUILDING FUND | TOTAL | | 330,611.38 | | 2.67 | 2.67 |
| | | | ALL FUNDS | GRAND TOTAL | | 25,770,709.23 | | 283.04 | 303.67 |

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of November 30,
2021

| Summary by Investment Type | Amount | Percent |
|---|---|---|
| Interest Bearing Checking | 25,512,229.08 | 99% |
| Non-interest Bearing Checking | 0.00 | 0% |
| SBA Trust Fund/Pools | 258,480.15 | 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 | 25,770,709.23 | 100% |

| Summary by Fund | | Amount | Percent |
|---|---|---|---|
| 101.000/101-400 | General Fund | 11,141,920.96 | 43% |
| | Police Fund | 14,369.43 | 0% |
| | Sewer Fund | 1,646,376.51 | 6% |
| | Fire Fund | 1,501,122.34 | 6% |
| | Building Fund | 330,611.38 | 1% |
| | Capital Improvement Fund | 3,741,208.38 | 15% |
| | Parking Fund | 7,395,100.23 | 29% |
| | GRAND TOTAL | 25,770,709.23 | 100% |

| Summary by Bank/Pool | Amount | Percent |
|---|---|---|
| SunTrust | 25,512,229.08 | 99% |
| Florida Prime/State Board of Admin. | 258,480.15 | 1% |
| GRAND TOTAL | 25,770,709.23 | 100% |

# Town Commission Agenda Item Report

**Meeting Date:** January 11, 2022
**Submitted By:** Linda Connors, Town Manager
**Submitting Department:** Administration
**Item Type:** Reports
**Agenda Section:** TOWN MANAGER REPORT

**Subject Title:** Town Manager Report

**Explanation**: Following is the Town Manager's report for January 11, 2022.

## 1. Visitor Center

The Visitor Center is now under Town management. Currently, to increase staff coverage, Debbie Hime has been sharing her hours to ensure that the Visitor Center can continue to offer exemplary assistance. Thanks to Debbie for her flexibility and willingness to pitch in!

## 2. Development Services Staffing

We are excited to announce that Chris Gratz, AICP has accepted the Town's offer for the Assistant Development Services Director. Chris has extensive experience in Broward County working for local governments and developers. This varied experience provides him with a unique perspective on the development process. We look forward to Chris' start with the Town later this month.

## 3. Planning and Zoning Board Membership

The Town's Planning and Zoning Board membership expires on the date of the municipal election. We are currently accepting applications for the new board which will be appointed at the second regularly scheduled Town Commission meeting. For an application, please contact Neysa Herrera at NeysaH@lbts-fl.gov. For information regarding the duties and requirements of Board membership, please contact Jhanelle Campbell at JhanelleC@lbts-fl.gov.

## 4. COVID Policies

2022 marks year three of the COVID pandemic. We have, so far, been fortunate that COVID has not had a significant impact on the health of our employees and our contracted employees. However, we would be remiss to think that Town operations are going to be unscathed from this worldwide epidemic. Just this week, three people working for the Town tested positive, which required testing of several employees to limit COVID's spread. Right now, we have been able to continue operations as usual with our policy being to encourage wearing masks if an individual is not vaccinated and if it makes the employee more comfortable. Just a reminder for everyone to please be patient and remember we are in a pandemic and policies may change quickly based on CDC direction and the working environment.

**Agenda Item No: 10.a**

# Town Commission Agenda Item Report

**Meeting Date:** January 11, 2022
**Submitted By:** Tedra Allen, Town Clerk
**Submitting Department:** Administration
**Item Type:** Minutes
**Agenda Section:** APPROVAL OF MINUTES

**Subject Title:** December 14, 2021 Town Commission Meeting Minutes

**Recommendation:** Accept/Approve

**Attachments:** Ex.1 – December 14, 2022 Town Commission Meeting Minutes

**TOWN OF LAUDERDALE-BY-THE-SEA**
**TOWN COMMISSION**
**MEETING MINUTES**
**Jarvis Hall**
**4505 Ocean Drive**
**Tuesday, December 14, 2021**
**6:30 PM**

## 1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:33 p.m. Also present were Vice Mayor Alfred "Buz" Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Town Manager Linda Connors, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Public Works Director Ken Rubach, Director of Finance and Budget Lucila Lang, Development Services Director Jhanelle Campbell, Special Events and Marketing Manager Debbie Hime, Human Resources Manager Lisa Slagle, Public Information Officer/IT Administrator Steve d'Oliveira, and Town Clerk Tedra Allen.

## 2. PLEDGE OF ALLEGIANCE TO THE FLAG

## 3. INVOCATION

Pastor Fred Powell gave the Invocation.

## 4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Mayor Vincent requested that representatives of Ericks Consulting be heard immediately following the Christmas-By-The-Sea presentation, and that Items 17.d, 17.e, and 17.f be heard after Public Comment. It was also noted that an Item 17.h, which addresses zoning in progress, will be added to the Agenda under Resolutions.

## 5. PRESENTATIONS

### a. 2021 Christmas-By-The-Sea

Special Events and Marketing Manager Debbie Hime gave a brief presentation on the recent Christmas-By-The-Sea event, which was held on December 1, 2021. This year's event included a nonprofit component in which Action for Literacy both received and gave away books for all ages. She thanked the many volunteers, sponsors, and donors who helped to make the event a success, as well as personnel from the Broward Sheriff's Office (BSO).

Special Events and Marketing Manager Hime added that the Farmers' Market will be open on Sundays from 9 a.m. to 2 p.m. through May 1, 2022. Dancing By The Sea will return on the second and fourth Sundays of each month from January through April 2022, and morning yoga classes will be held on Tuesdays and Thursdays at 8 a.m.

Candice Ericks of Ericks Consulting provided a brief presentation on upcoming legislation, noting that the Florida legislative session begins on January 11, 2022. Lauren Jackson, also of Ericks Consulting, highlighted the following five items for the Commission's information:

- Senate Bill (SB) 280: this bill creates a local "rocket docket" court system in which a business may take a municipality to court in expedited fashion; municipalities would be required to submit a business impact statement for many Ordinances
- SB 620: this bill would apply the Bert Harris Law to Ordinances that result in a business losing 15% or more of its revenue and would consider those Ordinances to be government takings
- Vacation rentals: before a vacation rental property may apply for its state license, it must first register with its local government; however, this bill also limits what can be required by that local government through that registration element
- Sovereign immunity: this bill would raise sovereign immunity caps for municipalities from $300,000 to $1 million
- Ethics: all Commissioners, City/Town Managers, and Mayors would be required to fill out a Form Six financial disclosure rather than the current Form One document

Town Attorney Susan Trevarthen pointed out that tonight's Agenda includes a Resolution formally opposing SB 280 and SB 620 on behalf of the Town.

It was noted that redistricting is also a primary concern in the coming legislative session. Ms. Ericks stated that the consulting team will keep the Town apprised of updated maps and the discussion around them.

Commissioner Strauss requested additional information on laws that currently block municipalities from regulating use of fossil fuels. Ms. Jackson recalled that a bill to this effect was passed in the 2021 session to prevent any possible ban on gas stations or types of fuel. There is no existing legislation that would preempt the Town from creating regulations in favor of obtaining certain types of fuels.

## 6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Bill Ciani, resident, expressed support for a proposed parking study. He also requested that his tenant businesses on A1A be permitted to keep their parking spaces, as they are being harmed by a lack of nearby parking. Mr. Ciani concluded that he believed the Town's permit fees are higher than those in other nearby municipalities.

Town Clerk Tedra Allen read the following written public comment:

John Graziano, resident, recalled that he had written previously to request improved traffic control measures on the corner of A1A and Commercial Boulevard. He pointed out that two deaths have recently occurred on A1A north of Commercial Boulevard and requested increased traffic control by BSO to improve safety.

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

The following Items were taken out of order on the Agenda.

## 17. RESOLUTIONS – PUBLIC COMMENTS

**f. Resolution 2021-77 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH TYLER TECHNOLOGIES FOR PAYROLL, FINANCE, AND BUSINESS TAX RECEIPT SOFTWARE, UTILIZING THE SOURCEWELL CONTRACT #090320-TTI; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

Finance Director Lucila Lang advised that $125,000 in capital improvement projects has been budgeted to improve the Town's outdated software system. Staff chose Tyler Technologies because it offers additional opportunities as well as financial functions. The new system will provide document storage, software upgrades, and cloud technology that can be accessed by different users on various devices.

The cost in fiscal year (FY) 2022 will be $114,737, which represents a savings of $10,000 from what has been budgeted. It includes one-time installation and migration

fees as well as recurring fees for the first year. In the first year, the system will cost $83,765 in one-time fees, with $30,972 in recurring fees. The additional annual expense in future years is estimated at $13,558. The agreement was drafted by Tyler Technologies' legal team and has been reviewed by the Town's legal team.

Vice Mayor Oldaker requested additional information on nationwide purchasing cooperative Sourcewell. Town Manager Linda Connors replied that this cooperative was also used on the roofing contract to be presented during tonight's meeting, as well as the Enterprise contract for vehicle rentals. Finance Director Lang advised that Development Services Director Jhanelle Campbell, Public Works Director Ken Rubach, Human Resources Manager Lisa Slagle, and Town Manager Connors attended multiple conference calls with the selected provider.

Commissioner Malkoon asked if Tyler Technologies' software deals with issues such as smart contracts and/or cryptocurrency. It was clarified that all data centers are certified for security, and payments are taken for business tax receipts (BTRs) as well as utility and other types of payments through an online portal. They remain up to date with federal and state mandates.

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

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

**d. Resolution 2021-75 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING LICENSE AGREEMENT WITH BENIHANA INC. FOR USE OF TOWN PROPERTY ALONG WEST TRADEWINDS AVENUE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.**

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

Public Works Director Ken Rubach recalled that when this Item was discussed in September 2021, Commissioner Strauss had raised concerns regarding traffic on Tradewinds Avenue as well as the potential for traffic backing up onto Commercial Boulevard. Traffic consultant Baxter and Woodman has examined traffic patterns in this

area and provided a number of recommendations. Additional recommendations are listed in the agreement as further options if necessary. Benihana will continue to work with the Town to ensure all traffic issues are addressed.

Mayor Vincent observed that his only concern when discussing this Item with the Town Attorney was for the possibility of blocking an exit on the site. He advised that Town Staff would keep an eye on the location to ensure this did not occur.

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

e. **Resolution 2021-76 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH PROVINCIAL SOUTH INC. DBA PSI ROOFING, A LOCAL PARTNER OF RL NATIONAL ROOFING PARTNERS, LLC DBA NATIONAL ROOFING PARTNERS FOR ROOF REPAIR SERVICES FOR THE DEVELOPMENT SERVICES / JARVIS HALL / VFD AND PUBLIC WORKS BUILDING, UTILIZING THE OMNIA CONTRACT #180901-FL-028 PURSUANT TO SOLICITATION NO. 18-09; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Public Works Director Rubach explained that in 2020, a roof inspection determined that most of the roofs within the Town Hall campus were deficient. The Town Hall roof has been replaced as part of the first phase of this improvement. Phase 2 will address Jarvis Hall, Development Services, the Volunteer Fire Department (VFD), and Public Works.

Initial budget numbers were based on recovery similar to what was done with Town Hall; however, following further inspection, more than 25% of the Public Works roof and 20% of Jarvis Hall were determined to require replacement. The budget is now $289,000 rather than the initial $251,000. The building department is located in the Development Services building and therefore, it will be appropriate to allocate money from the Building Fund to help cover these additional costs.

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

## 7. PUBLIC SAFETY DISCUSSION

### a. AMR November 2021 Report

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

### b. BSO November 2021 Report

BSO Captain Tom Palmer reported that two traffic fatalities occurred in the Town at the beginning of December. One involved a cyclist and a Broward County Transit (BCT) bus on the 1400 block of South Ocean Boulevard. This case is still under investigation, although speed does not appear to have been a factor.

The other fatality occurred when a pedestrian was struck by a motorist on the 1850 block of South Ocean Boulevard. This case also remains under investigation.

Captain Palmer continued that the intersection A1A and Commercial Boulevard is very busy, as noted during Public Comment. Most vehicle crashes occur in this general area, and many citations are issued at this intersection. BSO and Public Works Director Rubach have discussed adjusting the crosswalk at the 1800 block of South Ocean Boulevard, which is just north of one crash site; however, there are a number of factors that must be considered before a crosswalk could be implemented.

Captain Palmer advised that within a two-block distance of the 1800 block crash site, BSO has issued 54 citations in 2021. BSO plans to deploy a message board sign to this area. He also noted that each year, BSO's Grants Division seeks grant funds from the Florida Department of Transportation (FDOT) for pedestrian and bicycle safety. Award of these funds is based on statistical crash data.

Vice Mayor Oldaker observed that the Broward Metropolitan Planning Organization (MPO) has had numerous discussions regarding the area between Terra Mar Drive and Palm Club Drive, which has other needs in addition to crosswalks. He hoped to help coordinate further discussions with the MPO, FDOT, and the Town for this portion of A1A.

Vice Mayor Oldaker continued that he has received several complaints of "cut-through" traffic and disregard for stop signs, speed limits, and crosswalks from Town residents.

He expressed concern with the large number of warnings in proportion to the smaller number of citations given in this area, pointing out that warnings are not effective deterrents. Captain Palmer replied that warnings are given at the discretion of Deputies and depend upon the circumstances of the traffic stop as well as any mitigating factors.

Captain Palmer concluded that BSO will hold “Shred-a-thon” and Operation Medicine Cabinet events in the Town on Saturday, January 22, 2022 from 10 a.m. to 1 p.m. in the rear parking lot of Assumption Catholic Church. Notice will also be posted on the Town’s and BSO websites.

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

### c. VFD November 2021 Report

VFD Chief Judson Hopping stated that there will be gift distribution by Santa Claus with the assistance of the Volunteer Fire Department. Additional information will be available on the Town’s website.

Chief Hopping continued that during the September 2021 budget process, the VFD received approval for a new fire truck in an amount not to exceed $900,000. Upon the completion of due diligence, a 75 ft. aerial truck has been recommended at a cost of approximately $887,000. He requested that the Commission consider approving this item at tonight’s or the next Commission meeting, as an 8% price increase will take effect for this vehicle on January 15, 2022.

Town Manager Connors further explained that the VFD’s least expensive bid would “piggyback” on an existing Florida Sheriffs’ contract, which has already been vetted and would not require a request for proposal (RFP). The item can be brought back for approval at the January 11, 2022 meeting for approval prior to the scheduled price increase, or the Commission may authorize approval pending further vetting. The Town’s purchasing manual allows for cooperative purchase.

It was determined by consensus that Staff would prepare an Agenda Item for the January 11, 2022 meeting.

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

## 8. TOWN MANAGER REPORT

### a. September 2021 Report

Finance Director Lang advised that Exhibit 3 of the September 2021 report is a preliminary estimate of fund balances as of year-end on September 30, 2021. The Town is currently working with Brown and Associates on its audit for FY 2021.

### b. October 2021 Report

Finance Director Lang continued that all is going as expected for the first month of the new fiscal year. She pointed out that October 2021 was a strong month for the Parking Fund, which reflected a $40,000 increase over the previous year.

### c. Town Manager Report

Town Manager Connors stated that Broward County has approved $150,000 for the Town for the Palm Club project. Both the County and Pompano Beach had previously allocated funds in their budget for this project, with the stipulation that these would be provided to the Town if the state of Florida also provided funds. Staff is working with Pompano Beach for the provision of those dollars.

The Town's art conservation project has been completed, and a crosswalk at Hibiscus Drive and A1A has been constructed. The Town has begun discussing the need for more crosswalks with the Broward MPO, requesting their assistance in seeking grant funding for this purpose and working with FDOT. Public Works Director Rubach is also working with contractors on the crosswalk discussed earlier in the 1800 block of A1A.

Town Manager Connors continued that the Army Corps of Engineers has received a permit for the dredging of the Town's canals. Two to three canals are expected to be dredged in 2022, with the possibility of more if funds become available.

Town Manager Connors advised that when the potential expansion of Downtown sidewalks has been discussed, the possibility of a traffic analysis has been raised. The Town has reached out to Desman and Associates, which is a contractor previously used for Downtown parking analysis. Their estimated cost for these parking counts is $19,000, and they would require moving barriers and materials from the street so this count could be conducted, which adds more time to the proposed project. She

requested further direction from the Commission regarding whether or not they would like this item to be brought back on the January 2022 Agenda.

Commissioner Malkoon emphasized the importance of improving existing crosswalks in Lauderdale-By-The-Sea and adding more if possible. He did not feel the proposal to remove and then return barricades was a sensible one. He also advised that he was in favor of removing barricades in the area Mr. Ciani had mentioned during public comment if those tenants were satisfied with their backout parking, as he did not want to negatively affect these businesses.

Vice Mayor Oldaker recalled that he has had multiple conversations with the Broward MPO regarding plans for A1A, including lighting, crosswalks, and other improvements, using funds that will be provided by the federal government. He also addressed canal dredging, asking if it is possible to promote outreach between residents and the Town's contractor. Public Works Director Rubach replied that this would be a complicated process, as each property on a canal would need to secure permitting rather than "piggybacking" on the Town's permits. Staff is still discussing other options for individual property dredging.

Mayor Vincent also agreed with removing barricades near Mr. Ciani's tenants' businesses if they are in favor of it. He noted that because the backout parking in this area is a legal nonconforming use, it could not be replaced if it were removed. He felt businesses should have the opportunity to opt out of removal of backout parking if they wish, at least in the first phase of any project.

Commissioner Strauss also felt the existing parking study would be adequate rather than spending $19,000 on a new study. He also pointed out that Mr. Ciani's properties do not have the same options as other businesses to the north, such as an adjacent alley that can be used for takeout parking.

Commissioner Sokolow recalled that no decision has been made regarding the removal of parking on Commercial Boulevard. He agreed that the barricades affecting Mr. Ciani's properties should be removed, but otherwise recommended that the Town wait until there has been more discussion to determine potential changes Downtown. He was also not in favor of a parking study at this time due to the terms proposed by the consultant.

Ann Marchetti, resident, stated that on behalf of several Downtown businesses, most are opposed to a parking study, or any other delay or expense related to parking in that

area. They are eager to have the Commission vote on prospective changes to the Downtown area in January 2022 and begin work on this project once the season has ended.

Vice Mayor Oldaker requested clarification of the businesses to which Ms. Marchetti had referred. Ms. Marchetti replied that these include Taco Craft, Aruba, Even Keel, Vinny's By The Sea, and some of Mr. Ciani's tenant businesses as well.

## 9. TOWN ATTORNEY REPORT

None.

## 10. APPROVAL OF MINUTES

**a. October 26, 2021 Town Commission Meeting Minutes**

**b. October 27, 2021 Town Commission Roundtable Meeting Minutes**

**c. November 9, 2021 Town Commission Meeting Minutes**

**Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve 10.a and 10.b. Motion carried 5-0.**

## 11. CONSENT AGENDA

**a. Hardship Parking Permit for Blue Strawberry By The Sea**

**b. Dee Jay Beach Resort (4617 El Mar Drive) Second Request for Extension to Complete Construction**

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

## 12. OLD BUSINESS

None.

## 13. NEW BUSINESS

### a. Building Permit Fee Study

Development Services Director Jhanelle Campbell recalled that in 2020, the Town contracted with PMG Associates for a building fee study, in which the fees being charged for building permit review were compared with the costs of providing this service. The consultant was also asked to compare the Town's fees with other local municipalities' fees.

The result of the study found that the Town's fees were in the mid-range of other Broward communities. An analysis of direct costs for the provision of service, as well as the indirect costs associated with administering contracts, found that building fees did not account for the total costs of services provided: indirect costs were not fully covered by the permit fees. For this reason, PMG recommended increasing fees by 35%. Staff, however, is not recommending this proposal, as the Town would continue to cover these indirect costs from the Building Fund balance. Staff recommends keeping fees the same.

Commissioner Strauss recalled that at an earlier time, there had been comments from contractors which characterized the Town's fees as high, precipitating the study. He advised that this study could be provided to contractors if necessary.

Commissioner Malkoon asked if it is typical for contractors to be asked to pay their permit fees up front. Development Services Director Campbell replied that while she was not certain of how this is conducted in other municipalities, the Town has always collected its permit fees up front.

Commissioner Sokolow asked if permit fees are based on a percentage of the job. Town Manager Connors confirmed this, although she did not recall whether or not the percentage is the same across the board. Commissioner Sokolow expressed concern that projects requiring high-end work do not require more inspection than less expensive projects, resulting in a discrepancy between costs. He asserted that some Town fees may be remarkably high for this reason.

Town Manager Connors noted that contractors may submit costs in a different manner that could result in lesser permit fee calculations. Commissioner Sokolow felt there should be latitude or exceptions within the pricing structure to address these costs.

Town Manager Connors stated that the Town will be going out for RFP for a general contractor later in the fiscal year, which will provide the opportunity to review the fee structure.

Mayor Vincent stated that he shared Commissioner Sokolow's concerns regarding the calculation of permit fees and agreed that bulk prices for fixtures should not be used to determine these fees. It was noted that education regarding these fees is the responsibility of the applicant and their contractor rather than the Building Department.

Mayor Vincent concluded that he was in agreement with the Town's requirement of fee payment up front, as it would be impossible for the Town to recoup its inspection costs if the applicant does not pick up the permit. He recommended that this be explained when permits are applied for to provide clarity for applicants. Town Manager Connors suggested including this subject in *Town Topics* for residents' information.

## 14. COMMISSIONER COMMENTS

Commissioner Malkoon expressed his condolences to the victims of severe weather events throughout the Midwest and South.

Vice Mayor Oldaker thanked all who had worked to make the Christmas-By-The-Sea event a success and recognized Public Works Director Rubach for his work toward installation of the crosswalk. He also noted that the Town experienced a reduction of approximately $44,000 in sewer fees.

Mayor Vincent also extended condolences to those affected by severe weather across the country. He also read a thank-you note from The Cookie Shop to the Commission for their recent recognition of this business.

The Mayor, Vice Mayor, and Commissioners each wished all present a merry Christmas and happy New Year.

## 15. ORDINANCES 1ST READING

None.

## 16. ORDINANCES 2ND READING

a. **Ordinance 2021-03 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S COMPREHENSIVE PLAN BY AMENDING THE TEXT OF THE COASTAL MANAGEMENT ELEMENT; PROVIDING FOR TRANSMITTAL OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND ALL OTHER UNITS OF LOCAL GOVERNMENT OR GOVERNMENTAL AGENCIES, AS REQUIRED UNDER CHAPTER 163, PART II, FLORIDA STATUTES; PROVIDING FOR ADOPTION PURSUANT TO SECTION 163.3184 OF FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE TOWN COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Development Services Director Campbell explained that the Peril of Flood Act requires local governments to adopt Comprehensive Plan goals, objectives, and policies related to the effects of sea level rise within the Plan's Coastal Management element. The South Florida Regional Planning Council has received a grant from the state to assist coastal municipalities in amending this element of their Comprehensive Plans.

The proposed amendments are incorporated into the Ordinance. Additional policies are also included in the Commissioners' backup materials. The Ordinance passed upon first reading in May 2021. Since that time, it has been transmitted to all appropriate agencies for review. Comments from these agencies are also in the backup materials. Once adopted, the Ordinance will be sent to the Department of Economic Opportunity for final review and approval.

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

b. **Ordinance 2021-13 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AT CHAPTER 2 "ADMINISTRATION," ARTICLE II "TOWN COMMISSION," SECTION 2-25 "CAMPAIGN FINANCE RESTRICTIONS" TO AMEND THEIR CAMPAIGN**

**CONTRIBUTION LIMITS; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

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.**

c. **Ordinance 2021-14 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AT CHAPTER 19 "TRAFFIC AND MOTOR VEHICLES," ARTICLE I "IN GENERAL" TO ADJUST THE FEES ASSOCIATED WITH PARKING VIOLATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.**

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

Public Works Director Rubach stated that this Ordinance serves two purposes: it raises current parking violation fees from $25 to $30 and includes a new fine of $40 for illegal parking in electric vehicle (EV) and/or golf cart spaces. These changes will be recorded in a schedule of fees which can be updated by Resolution.

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

17. **RESOLUTIONS – PUBLIC COMMENTS**

a. **Resolution 2021-72 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, URGING THE FLORIDA LEGISLATURE AND THE FLORIDA GOVERNOR TO OPPOSE SENATE BILL 280 AND HOUSE BILL 403; URGING THE FLORIDA LEGISLATURE AND THE FLORIDA GOVERNOR TO OPPOSE SENATE BILL 620 AND HOUSE BILL 569; PROVIDING DIRECTION TO TOWN OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE.**

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

Mayor Vincent emphasized the importance of this Resolution in maintaining home rule for Lauderdale-By-The-Sea. Town Attorney Trevarthen pointed out that Section 2 of the Resolution not only opposes these specific bills, but also opposes any legislation that further infringes upon the home rule authority of local governments.

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

b. **Resolution 2021-73 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING THE SOUTH FLORIDA ASSOCIATION OF ENVIRONMENTAL PROFESSIONALS TO USE THE TOWN'S BIOROCK STRUCTURES TO CREATE A NEARSHORE CORAL CULTIVATION NURSERY; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

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.**

c. **Resolution 2021-74 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING A FEE SCHEDULE FOR PARKING CITATION FEES FOR PARKING VIOLATIONS AND EV / GOLF CART / MOTORCYCLE SPACES; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.**

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

Public Works Director Rubach clarified that this was the aforementioned schedule of fees related to parking violations. From now on, the Town will be able to change any fees associated with parking citations via Resolution rather than via Ordinance.

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

g. **Resolution 2021-78 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH THE LAUDERDALE-BY-THE-SEA CHAMBER OF COMMERCE, INC. FOR THE USE OF THE TOWN FACILITY LOCATED AT 4201 NORTH OCEAN DRIVE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

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.**

h. **Resolution 2021-79 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, EXTENDING ZONING IN PROGRESS FOR THE ADOPTION OF AMENDMENTS TO THE TOWN'S BUSINESS ZONING DISTRICTS IN CHAPTER 30, UNIFIED LAND DEVELOPMENT REGULATIONS; PROVIDING FOR AUTHORIZATION, CONFLICTS, AND FOR AN EFFECTIVE DATE.**

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

Town Attorney Trevarthen explained that because notice of second reading of Business district uses was not published in time to present that item in December 2021, it was postponed until January 2022. She recalled that in June 2021, the Commission had declared a six-month zoning in progress, which would expire in December. The only effect of this Item is to extend that zoning in progress through January. It will end either upon adoption after second reading or on February 1, 2022, whichever comes first.

**Vice Mayor Oldaker made a motion, seconded by Commissioner Strauss, 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 8:55 p.m.

_____

Mayor Chris Vincent

ATTEST:

_____ _____

Acting Town Clerk Date

**Agenda Item No: 11.a**

# Town Commission Agenda Item Report

**Meeting Date:** January 11, 2022
**Submitted by:** Debbie Hime, Special Events and Marketing Manager
**Submitting Department:** Administration
**Item Type:** Special Event Application Consent
**Agenda Section:** CONSENT

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**Subject Title:** Special Event Application for the Publix Fort Lauderdale A1A Marathon on Sunday, February 20, 2022

**Explanation:** Diogo Sousa of Exclusive Sports Marketing has submitted a Special Event Application **(Exhibit 1)** for the 2022 Publix Fort Lauderdale A1A Marathon **("EVENT")**, which will be held on Sunday, February 20, 2022 which is Presidents' Day Weekend. The EVENT's proposed race-course **(Exhibit 2)** that is within Town boundaries is on Ocean Drive, A1A, and El Mar Drive.

The EVENT producers are expecting 1500 participants, 150 spectators and 50 volunteers in the Town. The schedule of the event is as follows:

| | |
|---|---|
| Start of set-up (coning the | 4:00 a.m. |
| Start time of the Event in FTL | 6:00 a.m. |
| First Lead Bicyclist for | 6:20 a.m. |
| First Runner through LBTS | 6:45 a.m. |
| Last Runner in Town | 12:30 p.m. |
| Clean up completed by | 2:00 p.m. |

The EVENT will begin and end at Fort Lauderdale Beach Park, with staggered starts of 20 runners every 10 seconds.

**The EVENT application includes the following request:**

1. The race route in LBTS is proposed to include the outside northbound lane of A1A from the Town's southern boundary. They will run east on Palm Avenue and then north on El Mar Drive to Washingtonia Avenue, where the runners will make a U-turn to run south on El Mar. Once at El Mar and Palm, the runners will make a U-turn to run a second lap north to Washingtonia Avenue before again heading south to Palm to return to A1A.

2. The northbound and southbound inside lanes and the parking spaces in the single lanes at Anglin's Square of El Mar) will be used for the racecourse. The Pier parking lot may have limited access from 6:30 a.m. until around 11:00 a.m. Northbound lanes of El Mar are expected to be open before noon and southbound El Mar lanes by 12:30 p.m.

3. A 10 x 10 canopy for the medical team at the water stop (manned by EVENT volunteers) approximately 20 yards from Palm Avenue on the El Mar median from 5:00 a.m. to noon **(Condition 5)**, that will serve both northbound and southbound runners.

4. El Mar Restrooms be opened by 6:00 a.m.;

5. Cones indicating the racecourse along A1A, Palm Avenue, and El Mar **(Exhibit 2).**

6. Parallel parking spaces in Anglin's Square be reserved from midnight to noon **(Condition 2.f)**.

7. Block the north (eastbound) alleyway between A1A and El Mar from 6:00 a.m. until noon.

8. The use of the southbound inbound lane from Washingtonia Avenue north to the single lane designation to stage EVENT vehicles assigned for removal of cones, barricades, etc. 8:00 a.m. **(Condition 2.a).**

The EVENT has paid the required $100 Special Event fee. In addition to this fee, Chapter 17.4 and 17.5 **(Exhibit 3)** requires the Commission to set applicable Road Closure fees and El Mar Median Lane parking fees for events of more than 200 people based on purpose, number of attendees, and impact.

In the past, the Commission has approved parking fees to be charged for the spaces reserved in the Anglin's Square area **(Condition 2.f)**, and has not charged for road closures.

Last year, during the post-event meeting, BSO, AMR and Special Event and Parking staff had concerns about how the event was coordinated. The event did not have sufficient monitors, the parking was not reserved in time, the emergency staff was not in place and there were issues with boundaries. This year, the Town is adding new Conditions based on these past occurrences to better coordinate the Event. If these new conditions are followed, we believe that the event will be a safe experience for runners, drivers, and spectators. To encourage compliance, staff is suggesting that the Commission charge the organizers $500 for each occurrence that the proposed conditions are not met **(Condition 14)**.

**Recommendation:** Staff recommends approval of the EVENT with the following considerations:

1. EVENT shall pay the hourly rate of $3 for 12 hours for 40 parking spots in Anglin's Square area;
2. No charge for El Mar Drive usage; and
3. Approval of the Event based on the following conditions:

    1. The Permit Holder will:

        a. Attend a meeting that has been scheduled at Town Hall with BSO, and Town Staff, on January 20, 2022 at 1:00 p.m. to review and confirm race route, BSO detail requirements and approval of MOT, Ft. Lauderdale/LBTS coordination at municipal boundaries, and other details. EVENT coordinator should request that Ft. Lauderdale Police Detail Coordinator attend the meeting.

        b. The EVENT shall request from BSO the agreed upon number of BSO detail necessary to monitor the event. The EVENT shall reimburse the Town for the expense of the BSO detail.

        c. Provide a designated phone or radio contact to the BSO contact no later than 6:00 a.m. on January 20th to call when a runner requires assistance but not medical help.

2. Road Closures, Lane Closures, and Parking Spaces:
   a. Race lanes will be established by the EVENT with cones on A1A, Palm Avenue, and Pine Avenue (to/from A1A and El Mar Drive), and the north and southbound median lanes of El Mar Drive, as shown on the attached site plan with road closures from 6:00 a.m. until noon or until the last runner has completed this section of the course. In any event, the road will be open no later than 2:00 p.m.

   b. The racecourse will be delineated with proper barriers and cones during the EVENT by the EVENT's traffic control contractor and removed no later than 2:00 p.m. on Sunday.

   c. Palm Avenue's westbound lane will be open to A1A.

   d. EVENT shall block the north (eastbound) alleyway between A1A and El Mar from 6:00 a.m. until noon.

   e. The Pier parking lot and Aruba's valet may have limited access from 6:30 a.m. until around 11:00 a.m. Northbound lanes of El Mar are expected to be open before noon and southbound El Mar lanes by noon.

   f. Town parking meters on north and south bound El Mar at Commercial Blvd. must be blocked between the hours of midnight and noon. (#122-#129, #136 - #145, #155 – #146, #121 - #114 plus NEV spaces will be pre-paid at least one week prior to the event by the EVENT at the hourly rate of $3.00 per hour. 12 hours x 40 spaces x $3.00 per hour = $1,440.

   g. If cones are not removed by noon, the hourly rate will continue to be charged until the EVENT has requested and Town has confirmed that the cones have been removed by EVENT. The special occurrence fee set forth in Condition #15 ($500) will be charged if the cones are not removed by 2:00 p.m.

   h. May use of El Mar southbound median lane from Washingtonia Avenue north to the single lane designation to stage EVENT vehicles assigned for removal of cones, barricades, etc. 8:00 a.m. to noon = 4 hours. (5 trucks, 2 semis = 240 feet of median lane = 12 parking spaces x $3.00 x 4 hours = $244).

3. Signage:

   a. EVENT will place signs on trees and in Anglin's Square at least 24 hours in advance "no parking from midnight - noon Sunday," and remove signs within 30 minutes of last runner through town and no later than 2:00 PM.

   b. Signs directing runners at the intersection of Palm and El Mar, El Mar and Commercial, and the turn-around will be provided and placed by the EVENT.

   c. EVENT shall place a battery-operated race timer facing south in the median between Palm Avenue and Hibiscus, and directional signs alerting runners to "stay left" will be along the entire length of El Mar.

4. EVENT shall have a dedicated on-site representative who is available in person and by phone to BSO and Town staff capable and authorized to make decisions on behalf of EVENT.

5. EVENT's water stop box and 10 x 10 canopy shall be placed in a pre-approved spot (away from irrigation) on the median of El Mar for easy access to both northbound and southbound runners. EVENT will arrange a time in advance of drop of with Town's Public Works to meet to confirm location. Box to be dropped on Saturday February 19 and picked up by noon on Sunday, February 20.

6. EVENT workers designated to assist runners should be assigned passenger vehicles or golf carts and NOT motorcycles. At least one EVENT worker will be stationed at Palm Avenue and A1A, as well as Palm Avenue and El Mar and El Mar and Washingtonia to direct runners in the proper direction and lane(s).

7. EVENT route monitors shall be in place at Palm and El Mar by 5:30 a.m. The number of required monitors will be established at the January 20th meeting with BSO, the Event Organizers and Town and Fort Lauderdale staff.

8. EVENT shall provide written confirmation to the Town two weeks prior to the event stating that American Medical Response (AMR) or another EMS/Rescue has been assigned to the EVENT on call during the race at the expense of the EVENT. The EVENT is responsible for coordinating their services from 6 AM until the last runner has left the Town's boundaries.

9. El Mar Plaza Restrooms will be opened by 6:00 a.m. on event day.

10. No electric or gas will be used for the event. EVENT does not require water from the Town.

11. The EVENT and its approved sound systems for volunteers will be operated so as not to violate the Town's Code, including Section 13-6, Noise Limitation **(Exhibit 4).** The EVENT, including its volunteers along the route and at the water station, shall keep noise at a minimum. All sound systems will be operated so as not to exceed 75 dBA or 75 dBC between the hours 10:00 p.m. and 7:00 a.m.; and after 7:00 a.m. shall not exceed 85dBA or 85 dBC, which are the noise levels established for this event.

12. The EVENT shall provide written notice ("Impact Notice") to all properties affected by this event by January 20, 2022. The notice and the distribution area will be approved by the Town prior to distribution.

13. A clean up deposit may be imposed, based on the final Site Plan, and due two weeks prior to the EVENT. Clean up fee starting at $150 will be charged if area is not cleaned to Town standards by 2:00 p.m.

14. If any Condition is not met by the EVENT, the Town may charge a $500 fee for each occurrence of a violation of these Conditions.

15. Final Site Plan must be presented to Town Event Manager for approval at least 48 hours in advance of the EVENT. The EVENT shall arrange for an inspection of the event site from Town Event Manager or designee to ensure that it is organized in a safe manner to protect attendees two hours before the start of the event.

16. All related Fire Marshall and Building Official's related requirements shall be followed and adhered to as directed.

17. The cost of any inspections or work required by Town Staff after normal working hours will be billed to the EVENT and must be paid within two weeks of invoice date.

18. Insurance:

    a. At least thirty (30) days prior to the EVENT, the EVENT shall provide a Certificate of Liability written in comprehensive form naming the Town as additional insured in the amount of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and $1,000,000 per occurrence and $2,000,000 general aggregate for property damage with thirty (30) days written notice required for cancellation.

    b. The EVENT shall provide a Certificate of Liquor Liability Insurance written in comprehensive form at least thirty (30) days prior to the EVENT naming the Town as additional insured in the amount of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and $1,000,000 per occurrence and $2,000,000 general aggregate for property damage which provides coverage for each event authorized by this permit. The Certificate shall specify that the Town will be given at least thirty (30) days written notice of any cancellation.

    c. No required policy shall have a deductible or self-insurance retention greater than $15,000.

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

19. In the event that control of any applicable event or activity, by contract or other arrangement, becomes the responsibility of a party other than the EVENT (the "Subcontractor"), the Subcontractor shall be required to meet the insurance and indemnification requirements of set forth in the Permit and this Approval, under which the EVENT is applying, as if they were the EVENT and will be held responsible for compliance with the Town Code as if the Subcontractor were the EVENT.

20. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for EVENT shall expire unless the Town Manager finds there are extenuating circumstances that the EVENT sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the EVENT, without increasing the administration costs of the Town.

21. The EVENT shall owe no monies to the Town at the time of the EVENT or have any code citations or violations. There shall be no code violations or monies due such as fines, fees, taxes or other charges, permits or licenses outstanding or owed to the Town by the current or

past property owners or operators of the EVENT unless all monies due are paid, permits/paperwork received, and code issues resolved 14 days prior to the EVENT.

22. The Town Manager may suspend permission for this event or required changes in the site plan due to conflicting activities, failure of the EVENT to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.

23. Upon showing by the EVENT of a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special events.

24. Permission for EVENT may be suspended or modified by the Commission, Town Manager, or designated Staff.

25. The Town Manager or onsite Town representative may terminate the EVENT or EVENT's participation due to EVENT not complying with the terms and conditions of the Town's event permit, for health or other safety reasons.

**Attachments:** Exhibit 1: 2022 A1A Marathon Special Event Application
Exhibit 2: 2022 A1A Marathon Racecourse in LBTS
Exhibit 3: Resolution 2017-41 Chapter 17.3.3 Special Event Use Fees
Exhibit 4: Section 13-6, Noise Limitations

11-17-21 dh

## SPECIAL EVENT APPLICATION INFORMATION

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

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

An application is not considered complete unless it includes:

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

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

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

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

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

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

Important to remember:

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

c. File site plan

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

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

**Sig** [redacted]

**Print Name:** Diogo Sousa

0

Publix FORT LAUDERDALE A1A MARATHON
1/2 MARATHON | 5K | KID'S RACE
PRESENTED BY COLAVITA

# Lauderdale-by-the-Sea 2022 Course Details

## Event Date, Sunday, February 20, 2022

- **Course section within Lauderdale by the Sea:** The following link shows an online map of the section of the course that will impact Lauderdale by the Sea. We only need around 1.85 miles of road. The turnaround point takes place at the southern end of the intersection of Washingtonia & el Mar. Here is the map, https://www.mapmyrun.com/routes/view/3898493245

- **Time of first participant**: For planning purposes, we should use a time of 6:00am on Sunday, Feb. 20th for when the first wheelchair participant will hit Lauderdale by the Sea.

- **Time of last participant**: The last participant should be out of Lauderdale by the Sea at 11am

- **Location of the water stop**: per your suggestion regarding the location of the water, we are moving it to the south end of El Mar drive about 30 yards north of the turn off Palm Avenue, across from the public beach parking spots. This works from our end as it will not bottleneck the El Prado Park area, especially since there is a green market.

- There will ***only be about 600 runners/walkers in the Marathon***. They will be spread out over 10 miles of road. There will be large gaps between the runners so the impact will be minimalized.

## SPECIAL EVENT APPLICATION

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

**DETAILED SITE PLAN REQUIRED** (see details at end of application)
**Site Plans often do not include details that are necessary to approve an application or to issue a permit and delays are caused by rejections of initial applications.**

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

**Name of Event:**

**Event Purpose, Description and Activities**:

**New Event____ or Returning Event__✓__ Previous Attendance_____**

**Day(s) and Date(s) of Event:** 1500 Sunday, Feb. 20th, 2022 - 6am to 12pm

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

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

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

**Please complete the following table:**

| Activity | Day | Time |
|---|---|---|
| Start of set-up: | Sunday 2/20/22 | 4AM |
| Start time of the Event: | Sunday 2/20/22 | 6AM |
| EVENT | | |
| End time of the Event: | Sunday2/20/22 | 12PM |
| Start of Clean up: | Sunday2/20/22 | 10AM |
| Clean-up completed by: (Site restored to original condition) | Sunday 2/20/22 | 2PM |

**Name and address of host or sponsoring organization:**

Is applicant a Non-Profit Organization? YES NO

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

**Person submitting Application ("Responsible Party"):**

Name Diogo Sousa

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

Phone: 954-446-3955 Mobile phone:

Email: diogo@exclusivesports.com Fax:

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

Name(s):

Mailing address: SAME AS ABOVE

Phone: Mobile phone:

Evening phone: Fax:

Email:

Add information as necessary

**Will you have an event contractor or planner?** YES NO

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

Name: Company Name:

Business Address: Company Email:

Phone Office: Phone Mobile:

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

**Request for Town Involvement:**

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

YES NO

If yes, describe services requested, if any:

## STATEMENT OF BENEFIT

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

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

(Insert here or denote if attached)

## FEES

Are there fees or donations collected on site from the participants or spectators? YES NO

If yes, provide details: Participation fee only

## SOUND SYSTEMS

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

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

_____ Proposed amplified sound/speaker system:

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

_____ Planned recorded music

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

## CLEAN EVENT STANDARDS

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

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

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

Name: Diogo Sousa Email: Diogo@exclusivesports.com

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

Daytime phone: Mobile phone: 954-446-3955

## TENTS, CANOPIES, STAGES, BLEACHERS

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

*A canopy is a tent without sides.*

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

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

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

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

# Tents: ____

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

# Stages: ____

# Bleachers: ____ list size and max load:

## UTILITIES

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

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

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

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

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

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

_____Electrical power:

✓ Water:

_____Gas, propane, BBQ grills, generators:

_____Fuel Storage:

## SIGNAGE

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

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

Are you requesting permission to erect signage for this event? YES NO

For each sign please provide:

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

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

**RESTROOMS** (show on Site Plan)

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

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

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

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

**STREET CLOSURES**

*Street closures may be required at the Event's expense*

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

If yes, indicate the streets and blocks and times the closure is requested: NB Lanes of A1A to Palm, El Mar, Pine and back onto A1A (using SB and NB Lanes

**TRAFFIC CONTROL/BARRICADES**

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

Please list your traffic control contractor, if applicable:

**VEHICLES**

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

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

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

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

## TRAFFIC CONTROL PLAN

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

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

Are you requesting the reservation of any Town parking meter spaces for the event?
YES NO

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

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

Are you requesting the use or blocking of any parking spaces for the event?
YES NO

If yes, please include on Site Plan.

## OFF DUTY POLICE/CODE COMPLIANCE OFFICERS

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

Do you anticipate needing off duty police officers for your event? YES NO
Do you anticipate needing code compliance officers for your event? YES NO

## CONCESSIONS:

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

Are you planning to have any type of concessions? YES NO

If YES, has the Florida Health Department approved the food vending Site Plans?
YES NO

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

Is the food free of charge_____ or for sale _____

Do all food vendors have a temporary food service permit? YES NO

Please list the types of food that will be served:

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

| | | | |
|---|---|---|---|
| Charcoal Grills _____ | Sterno_____ | Fryers_____ | Open fires_____ |
| Propane Grills _____ | Refrigerators____ | Smokers_____ | Hoods _____ |
| Concession trailers____ | Warmers_____ | LP Tanks_____ | Other _____ |

Provide details of dispensing locations here and on Site Plan

## ALCOHOL

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

Are you planning on selling alcoholic beverages at the event? YES NO

If YES, has a liquor permit been obtained from the State of Florida? YES NO

Provide details of dispensing locations here and on Site Plan

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

**VENDORS**

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

Name Company Vendor Type

**ANIMALS**

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

Are animals included in your event? YES NO

If yes, please give details:

**FIREWORKS**

*(Fireworks require a separate permit approval process and application)*

Are you requesting approval to discharge fireworks at the event? YES NO

**SALE OF MERCHANDISE**

Are you requesting approval to offer other items for sale at the event? YES NO

List items for sale:

**RIDES**

*Rides or other amusement may require a State of Florida inspection*

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

Are rides to be included in the event? YES NO

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

Mechanical/Electrical:
Inflatable (bounce house etc.):
Manual (slides, trampolines):
Other:

**FIRE WATCH or EMS ONSITE**

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

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

**INSURANCE**

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

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

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

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

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

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

YES NO

## EVENT CONDITIONS

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

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

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

a Permission for this event may be suspended or modified by the Commission, Town Manager or his designated Staff.

b The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Applicants shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving event approval.

c The Police Chief shall approve the Applicant's Maintenance of Traffic Plan (MOT), if one is required.

d The Applicants shall submit a solid waste and recycling plan for approval at least 30 days prior to the event to the Municipal Services Director. During the event as needed and at the end of the event, the Applicant shall empty the Town's waste receptacles and recycling bins within the event area and within 100 feet of the event area.

e Development Services approval and permitted all signage

f All related Fire Marshall and Building Official's related requirements have been approved

g Provide proof of additional restroom facilities ordered at least 30 days prior to event

h The event sound systems shall be operated so as not to violate the Town's Code, including and especially Section 13-6, Noise Limitation. All music shall end promptly at _____ pm.

i Turtle Clause: If any of the set-up will take place on the beach sand please avoid any marked sea turtle nests with a minimum buffer of 10 feet.

j Parking Requirements have been identified, fees paid and listed on site plan

k The Applicant shall provide a written notice to all properties affected by this event by (date), (30 days in advance) for approval prior to distribution; and confirm in writing which properties have been notified.

l Clean up Deposit may be imposed, based on the final Site Plan, and due two weeks prior to the event.

m Clean up fee starting at $150 will be charged if area is not cleaned to Town standards.

n Final Site Plan must be presented for approval at least 48 hours in advance of the event.

o Streets and sidewalks will be free of any debris and cleaned at the end of tear down.

p A Damage Deposit may be imposed, based on size of event and location.

q Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.

r Applicant shall owe no monies to the Town at the time of the event. There shall be no outstanding fines, moneys, fees, taxes or other charges owed to the Town by the current or past property owners or operators requesting the special event permit. A special event permit will not be issued until all outstanding debts to the Town are paid in full.

s The Town Manager may suspend permission for this event due to failure of the Applicants to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.

t The onsite Town representative may terminate an event due to the Applicant not complying with the terms and conditions of the Town's event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the event site.

## INDEMNIFICATION

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

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

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

## PERMISSION OF THE PROPERTY OWNER

***Applicant's and Property Owner's Certification***

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

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

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

| ***Applicant*** | | ***Property Owner*** |
|---|---|---|
| *I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.* | | *I give the applicant permission to use my/our property for the proposed special event and I understand the Town's requirements to hold a special event and the information given by the applicant is complete to the best of my knowledge.* |
| Applicant's Signature (required):<br>_____<br>Date _____ | | Property owner's Signature (required):<br>_____<br>Date: _____ |
| Applicant's (Print information below) Name: Diogo Sousa<br>Title: COO of ESM<br>Organization: Exclusive Sports Mark<br>Telephone: 954-446-3955<br>Mobile:<br>Email: diogo@exclusivesports.com | | Property Owner's (Print information below)<br>Name:<br>Title:<br>Organization:<br>Telephone:<br>Mobile:<br>Email: |
| | | |
| STATE OF FLORIDA:<br>COUNTY OF BROWARD: | | STATE OF FLORIDA:<br>COUNTY OF BROWARD: |
| SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by_____ who is personally known to me/provided _____ as identification and who did/did not take an oath. | | SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by_____ who is personally known to me/provided _____ as identification and who did/did not take an oath. |
| My Commission Expires: _____<br>_____<br>Notary Public, State of Florida | | My Commission Expires: _____<br>_____<br>Notary Public, State of Florida |

## SITE PLAN DETAILS

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

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

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

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

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

**Location:**

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

**Public Services:**

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

**Hazard/ Precautions:**

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

**Event:**

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

**Parking:**

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

**Code or Security Enforcement** (paid by Event)

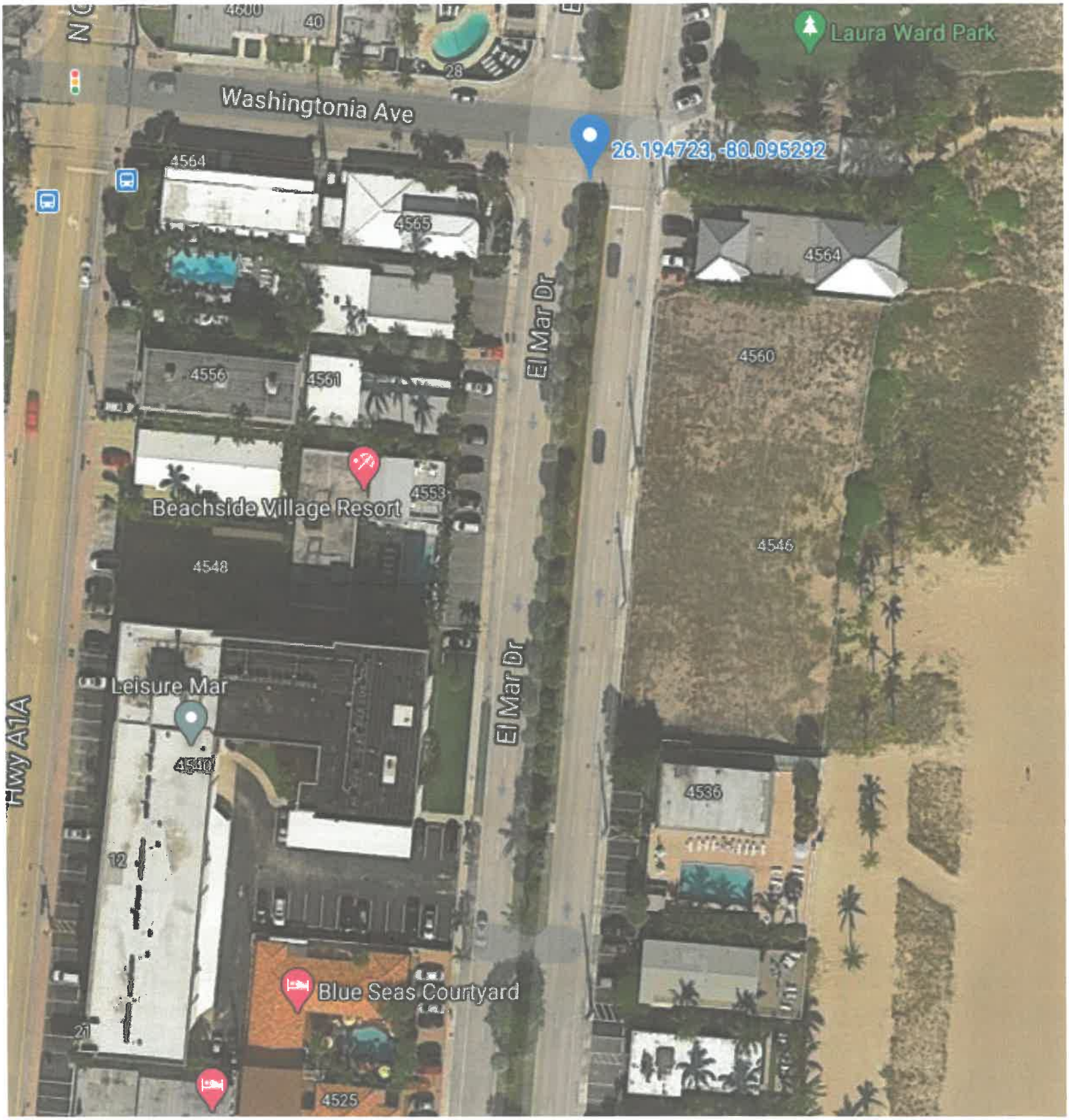
EMS stand-by or Fire watch areas (include first aid stations)
Police: Off duty police officers (if known)

## DETAILED SITE PLAN

*See above for inclusion examples*

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

Sea Lord
Takeout
Tesla Destination Charger
4128
4112
4110
4108
El Mar Dr
26.184402, -80.096336
El Mar Dr
Republic Parking
4132
4116
4114
Bougainvilla Dr
Bougainvilla Dr
Ave
4109
4105


Laura Ward Park
Washingtonia Ave
26.194723, -80.095292
4564
4565
4564
El Mar Dr
4556
4561
4560
Beachside Village Resort
4553
4548
4546
Leisure Mar
Hwy A1A
4540
El Mar Dr
4536
12
Blue Seas Courtyard
21
4525

## *Applicant's Certification*

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

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

I understand the Town's requirements to hold a special event and the information provided in this ap[redacted]o the best of my knowledge.

Ap[redacted]equired)

11-17-21
Date

Diogo Sousa
Applicant's Printed Name and Title/Organization

954-446-3955
Telephone Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

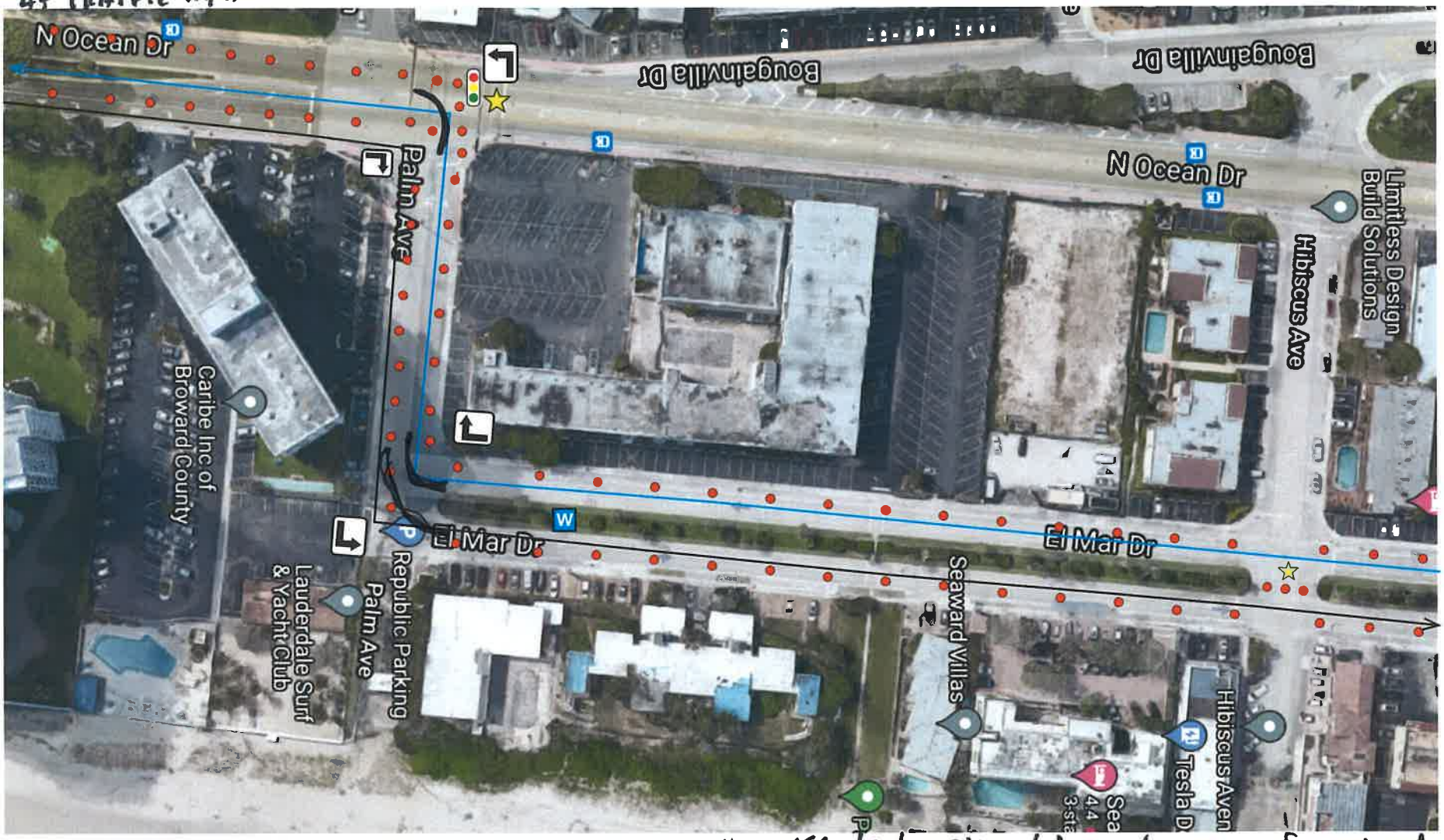
SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by Diogo Sousa who is personally known to me/provided FL DL as identification and who did/did not take an oath.

Notary Public, State of Florida
My Commission Expires: 12.22.25

KAREN PAULA GATES
Notary Public - State of Florida
Commission # HH 169843
My Comm. Expires Dec 22, 2025
Bonded through National Notary Assn.

Traffic from N/B Galt Ocean must be diverted to N Ocean at traffic light

# FORT LAUDERDALE A1A MARATHON & HALF MARATHON
## LAUDERDALE-BY-THE-SEA COURSE SECTION



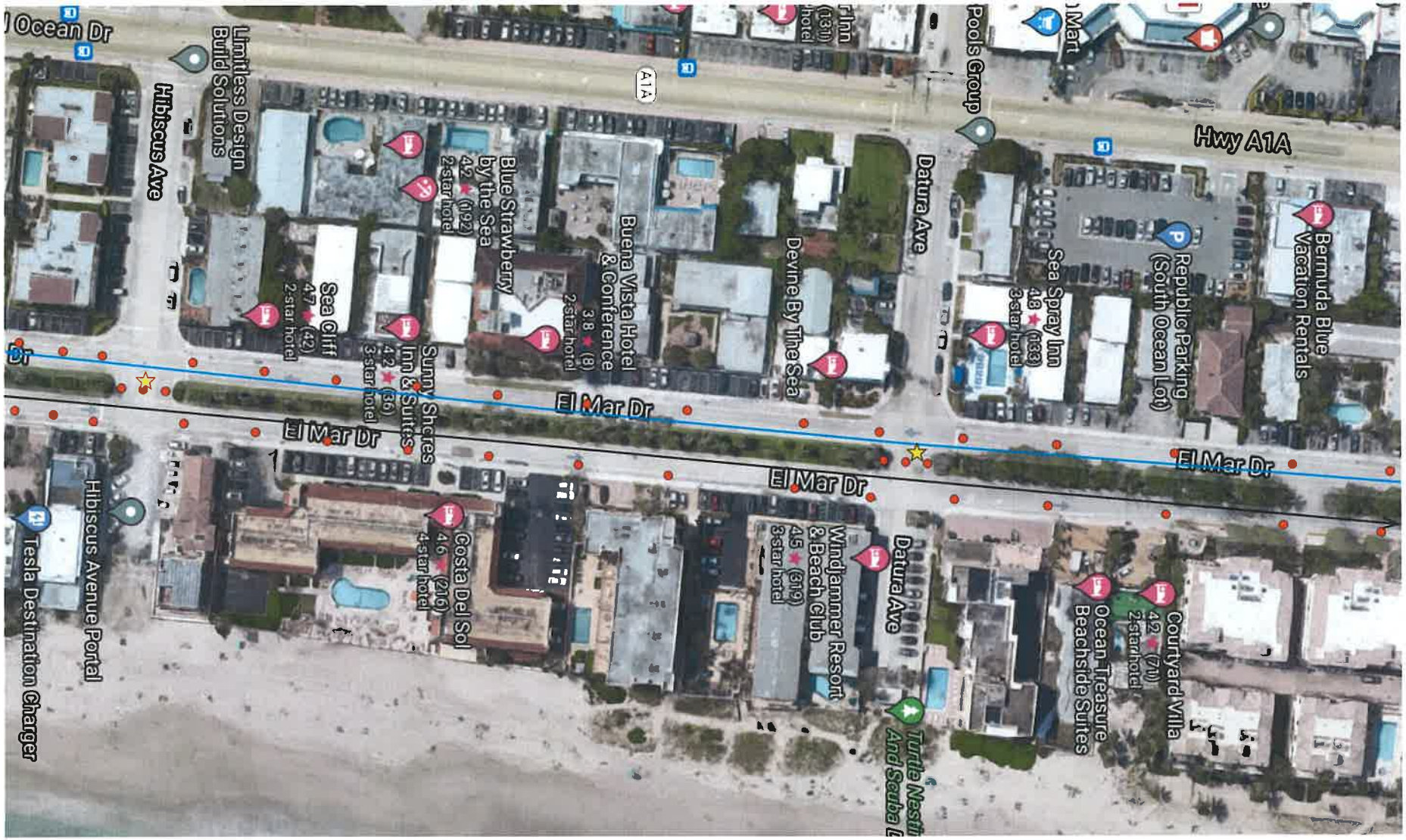

All cones to be placed to median side of center line

LEGEND:

ROAD CONE:
TRAFFIC LIGHT:
POLICE:
RIGHT TURN:
LEFT TURN:
TURN-AROUND:
WATER STOP:
N. BOUND COURSE:
S. BOUND COURSE:

ALL RUNNERS WILL BE ON THE LEFT SIDE OF CONES. CONES WILL HAVE A SIGN **"STAY TO THE LEFT OF CONE"**

Publix FORT LAUDERDALE A1A MARATHON 1/2 MARATHON | 5K | KID'S RACE PRESENTED BY COLAVITA




LEGEND:

ROAD CONE:

TRAFFIC LIGHT:

POLICE:

RIGHT TURN:

LEFT TURN:

TURN-AROUND:

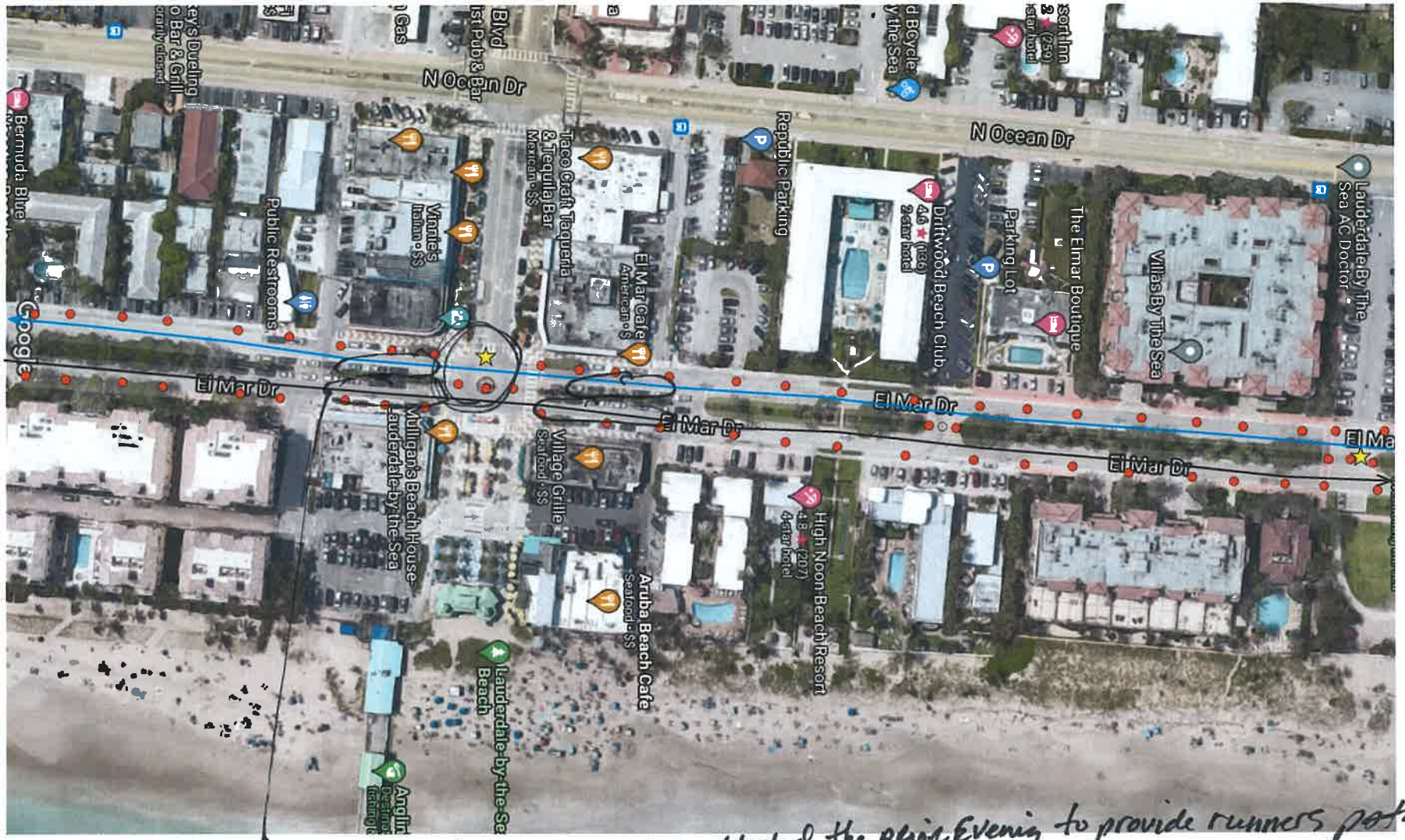
WATER STOP:

N. BOUND COURSE:

S. BOUND COURSE:

ALL RUNNERS WILL BE ON THE LEFT SIDE OF CONES. CONES WILL HAVE A SIGN **"STAY TO THE LEFT OF CONE"**

Publix FORT LAUDERDALE A1A MARATHON
1/2 MARATHON | 5K | KID'S RACE
PRESENTED BY COLAVITA




parallel parking spots must be blocked the prior Evening to provide runners path

2 Deputies Required

LEGEND:

ROAD CONE:

TRAFFIC LIGHT:

POLICE:

RIGHT TURN:

LEFT TURN:

TURN-AROUND:

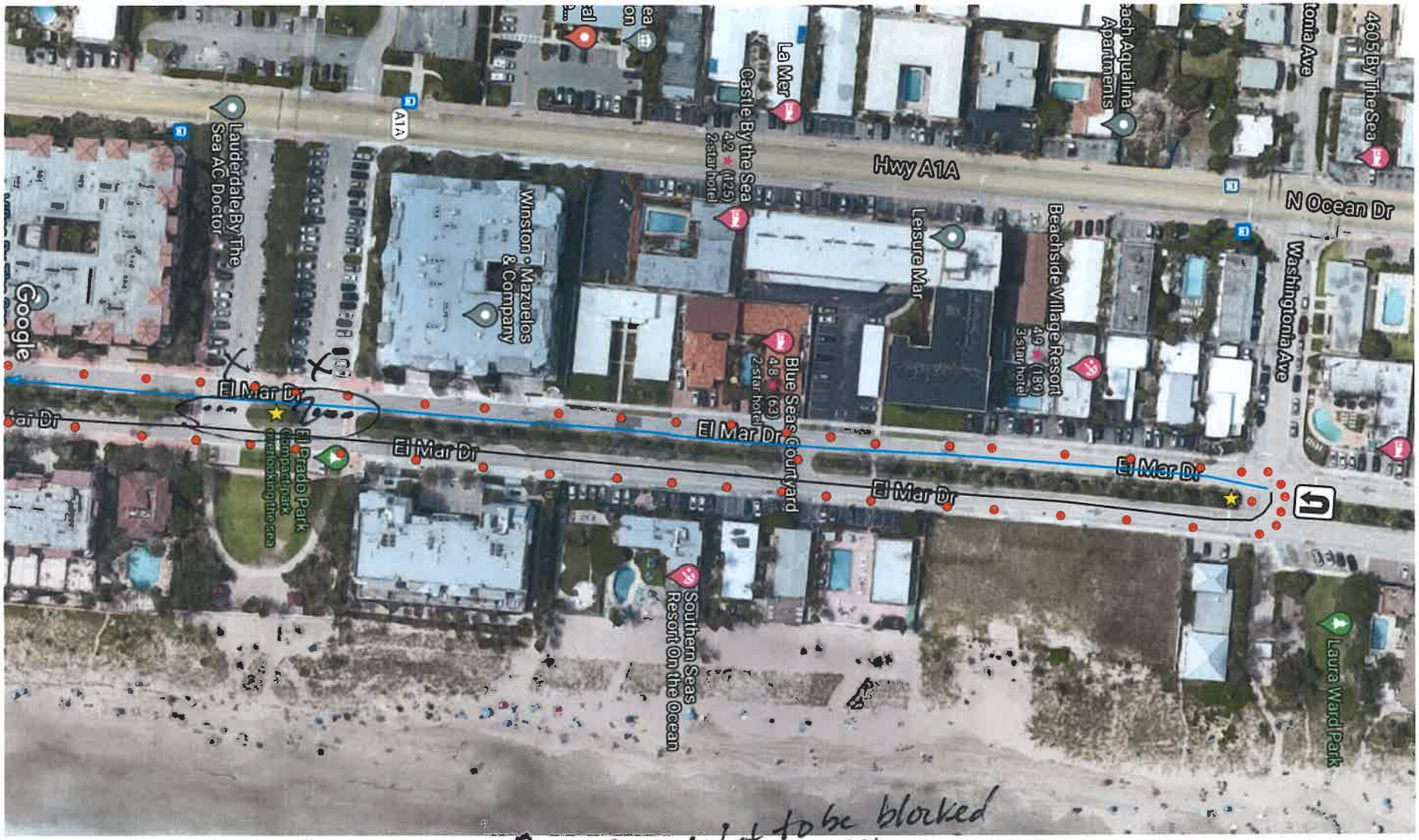
WATER STOP:

N. BOUND COURSE:

S. BOUND COURSE:

ALL RUNNERS WILL BE ON THE LEFT SIDE OF CONES. CONES WILL HAVE A SIGN **"STAY TO THE LEFT OF CONE"**

Publix FORT LAUDERDALE A1A MARATHON 1/2 MARATHON | 5K | KID'S RACE PRESENTED BY COLAVITA




El mar Access from El Prado Lot to be blocked

2 Deputies Required

LEGEND:

ROAD CONE:

TRAFFIC LIGHT:

POLICE:

RIGHT TURN:

LEFT TURN:

TURN-AROUND:

WATER STOP:

N. BOUND COURSE:

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ALL RUNNERS WILL BE ON THE LEFT SIDE OF CONES. CONES WILL HAVE A SIGN **"STAY TO THE LEFT OF CONE"**

Publix FORT LAUDERDALE A1A MARATHON 1/2 MARATHON | 5K | KID'S RACE PRESENTED BY COLAVITA

# RESOLUTION 2017-41

**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING AN UPDATED FEE SPECIAL EVENT, PARK USE, PLAZAS AND PAVILION AND INCLUDE VENDING, STREET PERFORMNG FEE SCHEDULES, BY AMENDING THE FEES FOR EVENTS HOSTED BY BUSINESSES IN THE WEST COMMERCIAL BUSINESS DISTRICT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 1 "General Provisions," Section 1-13 "Fees," of the Code of Ordinances provides that, except as otherwise provided by the Code or other applicable law, fees related to any process or approval established by the Code (including but not limited to service, application, permit, license and user fees) may be established, repealed and amended by resolution of the Town Commission; and

**WHEREAS**, On September 24, 2012, the Town Commission adopted Resolution No. 2012-35 establishing fees for the Rental of Jarvis Hall; and

**WHEREAS,** On May 27, 2014, the Town Commission adopted Resolution 2014-18 adopting policies and fees governing the use of the Dunes Plaza, Ocean Plaza and Beach Pavilion; and

**WHEREAS**, On September 23, 2014, the Town Commission adopted Resolution 2014-20 revising fees for the Rental of Jarvis Hall and adopting and combining fees for Parks and Special Events; and

**WHEREAS**, on September 23, 2014, the Town Commission adopted Resolution 2014-30 amending the Development Review Permit and License Fee Schedule to consolidate fees and include missing fees; and

**WHEREAS**, on February 10, 2015 the Town Commission adopted Resolution 2015-05 which included fees related to Medical Marijuana Permits, Street Performers and Vending pursuant to Ordinances 2014-15, 2015-01 and 2015-02 respectively; and

**WHEREAS**, Resolution 2015-05 also updated the Development Review Permit and License Fee Schedule to establish additional fees for permits or reviews which require Town staff and resources; and

**WHEREAS**, Resolution 2015-19 updated Development review of fee schedule; and

**WHEREAS,** Resolution 2016-20 updated the Development review of fee schedule; and

the Town moved the fee schedules from Development to Administration for Special Events, Park Use Permits, Vending, Street Performing, New Racks and include in the fee schedule the plazas and pavilion, while also updating when payment of fees or monies due the Town;

WHEREAS, Resolution 2016-35 moved the fee schedules from Development to Administration for Special Events, Park Use Permits, Vending, Street Performing, New Racks and include in the fee schedule the plazas and pavilion, while also updating when payment of fees or monies due the Town;

WHEREAS, Resolution 2017-06 updated Fee Schedule related to use of Jarvis Hall, and adopt limitations on the frequency of the use of Jarvis Hall,

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

**SECTION 1. Fees.** Pursuant to Section 1-13, Lauderdale-By-The-Sea Code of Ordinances, the schedule of fees for Special Events, Park Uses, Plazas and Beach Pavilion, Street Performers, Vendors, and News Racks, are hereby adopted as follows[1]:

**WHEREAS**, the Town Commission finds it to be in the best interest of the Town and its citizens to adopt an updated Fee Schedule that amends the fees related to events hosted by small businesses in the West Commercial District (Seagrape to West Tradewinds), and adopt fees as set forth in this Resolution.

**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.** The schedule of fees for Special Events, Park Use and Street Performers, which includes the fees for the use of Jarvis Hall and the Plazas, is hereby adopted as follows:

## Special Event, Park Use, and Street Performing Fee Schedule

The following is applicable to all event and park use permits:

1. All applicants must abide by the conditions set forth in their permit, including but not limited to fees, deposits, insurance requirements, solid waste plan, and police, fire or EMS detail.
2. All fees, including any monies owed the Town must be paid before the event or park permit is issued.
3. All estimated fees or costs from Town or BSO shall be paid at least two weeks prior to the event date. Any additional costs incurred will be deducted from the event deposit or is due when invoiced.
4. Depending on the nature and size of the event, a deposit may be required as determined by the Town Manager.

| | Type of Activity, Permit or License | Fee |
|---|---|---|
| **1. Chapter 14.3 – Parks** | | |
| | A Park Permit is required for groups of 25 people plus or when a specific area is reserved. | |

[1] Text shown in underline reflects new or revised fees. Text shown in strikethrough reflects deleted fee amounts.

| | | |
|---|---|---|
| A Park Use Permit may not be approved if submitted within 14 business days of a proposed event. | | |
| Private event in a park or at the beach where the public is not invited: | | |
| 1.1 | Single day event, less than 25 people:<br>No reserved area<br>Reservation of a specific area. | No permit required<br>$100 |
| 1.3 | Single day event, 25 people + with or without reserved area. | $100 |
| 1.4 | Multi-day event | $100 Permit Fee plus an impact fee set by the Town Manager based on the activity, number of attendees, and impact on the facility |
| 1.5 | One day event (local or non-local user) that charges admission or registration or sell commercial products or services. | |

## 2. Chapter 14.5 - Street Performing

| | | |
|---|---|---|
| 2.1 | Street performing annual permit fee | $50 |

## 3. Chapter 17 - Special Events

| | | |
|---|---|---|
| 3.1 | **Special Event Application Fee**<br>See also use fees.<br><br>See 3.2 For events hosted by a businesses with less than 15 employees in the Commercial District along Commercial Boulevard from A1A to West Tradewinds<br>Application filed within 30 days of an event will not be accepted. | |
| | 1. A volunteer event that provides direct benefits to the LBTS community. (examples: beach clean-up, Easter egg hunt, free yoga and meditation, etc.) | -0-<br>(Town Manager may authorize an application to be accepted within 30-days of the event) |
| | 2. Submitted at least 60 days in advance of the proposed event date | $100 |
| | 3. Submitted between 59 days and 30 days prior to the event PLUS any costs related to special processing of the processing of the application. | $250<br>Plus costs, not to exceed $1,500. |
| | 4. A recurring event within a 6 month period | $500 |
| | 5. A recurring event within a 12 month period (for example, once a week or once a month). | $800 |
| | 6. An event that has been advertised prior to Commission approval. | $250 in additional to the application fee |
| | 7. Semi-public business events that use private or public property with less than 50 people at any one time. | $50<br>Event may be approved by the Town Manager |

| | | |
|---|---|---|
| | 8. Events (local and non-local user)that charges admission or registration or sell commercial products or services | Set by the Town Manager based on purpose, number of attendees, and impact on the facility |
| 3.2 | **Special Event Application Fee for West Commercial Business District**<br>Commercial District events may be approved by the Town Manager if the event is consistent with the Commission's policy direction on special events and meets the following criteria:<br>1. Less than 75 people at any time<br>2. 2. Located along Commercial Boulevard from Seagrape to West Tradewinds<br>The $25 electrical use fee will be waived for usage of one 20 amp outlet at event<br>Application filed within 30 days of an event will not be accepted. | |
| | 1. Submitted at least 60 days in advance of the proposed event date | $20 |
| | 2. Submitted between 59 days and 30 days prior to the event PLUS any costs related to special processing of the processing of the application. | $50<br>Plus costs, not to exceed $1,500. |
| | 3. A recurring event within a 12 month period (for example, once a week or once a month). | $15 per event day |
| | 4. An event that has been advertised prior to Commission approval. | $250 in additional to the application fee |
| | 5. Events that charges admission or registration or sell commercial products or services | Set by the Town Manager based on purpose, number of attendees, and impact on the area. |

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| | | | |
|---|---|---|---|
| 3.3 | **Special Event Use Fees for Road Closures and El Mar Median Lane Parking**<br>The following use fees are in addition to the Special Event Application Fee, but may be modified or waived by the Town Commission upon a finding that the applicable event will provide a public benefit. | | |
| | **Event Conditions:** | **Road Closure** | **El Mar Median Lane Parking** |
| | 1. Private or public business events that use public property with less than 50 people at any one time. | N/A | N/A |
| | 2. Less than 100 people | $100 per day | N/A |
| | 3. 101 - 200 people | $200 per day | $250 |
| | 4. More than 200 people | Set by Commission based on purpose, number of attendees, and impact | |
| | 5. Events (local or non-local user) that charges admission or registration or sell commercial products or services | Set by Commission based on purpose, number of attendees, and impact. | |

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## 4. Chapter 17 - Jarvis Hall

| User | Deposit | Rental Fee | Rental Policy (1) (2) |
|---|---|---|---|
| 4.1. LBTS Resident (household) | $100 | $-0- | Limit of 4 rentals in a twelve month period. |
| 4.2. LBTS civic association, charity, community group, or non-profit organization. | $100 | $-0- | Limit of 16 rentals in a twelve month period, which normally will be one per month plus special events. |
| 4.3. LBTS Business | $100 | $-0- | Limit of 3 rentals in a twelve month period. |
| 4.4. Governmental entity or agency | $-0- | $-0- | As approved by the Town Manager |
| 4.5. Out-of-Town charitable or non-profit | $-0- | $100 per day | Limit of 3 rentals in a twelve month period. |
| 4.6. Non-Resident | $300 | $200 for up to 3 hours, then $50 per hour | Limit of 3 rentals in a twelve month period. |
| 4.7. Out-of-Town Business | $300 | $300 for up to 3 hours, then $50 per hour | Limit of 3 rentals in a twelve month period. |
| 4.8. Additional Service such as special set-ups, opening and closing services outside of business hours, or staffing at event. | Prepaid or charged to deposit | Actual cost determined by the Town Manager. | |
| 4.9 Events (local or non-local user) that charge admission or registration or sell commercial products or services. | TBD | Set by the Town Manager based on purpose, number of attendees, and impact on the facility. | |
| (1) Each rental or event is limited to 3 consecutive days, which includes move in and move out. Upon the Applicant demonstrating a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes, including but not limited to additional time for set-up and breakdown of events, that are consistent with the Town Code and the Town Commission's policy direction on the use of Jarvis Hall. | | | |
| (2) A rental application denied by the Town Manager may be appealed to the Town Commission. | | | |

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## 5. Use of the Dunes Plaza, Connie Hoffmann Plaza or Beach Pavilion Plaza

**General philosophy:** The Dunes Plaza, Connie Hoffmann Plaza and Beach Pavilion ("**The Plazas**") are the premier public spaces in Town and were built for the enjoyment of our residents and visitors. They are

available for events that are open to the general public or are of significant benefit to the Town. The Use Fees are set so the users bear the costs related to their events, rather than the Town subsidizing those events.

Generally, The Plazas will not be rented for events that are not open to the general public, although it is understood that there may be uses that require an admission fee or cost to the public.

The Town Commission may authorize the private use of one or more plaza by a user for an event that is deemed to be of significant benefit to the Town. (Example: a party hosted by the Town and the Convention & Visitors' Bureau whose purpose is to showcase the Town to visiting travel agents or dignitaries).

*Potential use on holidays.*

a. The Town Commission will decide in advance if they will make a plaza available for use by a Town commercial businesses or Town-based non-profit organizations on specific holidays.

b. On those holidays the Commission designates, the Town will accept proposals for use six months in advance of the holiday and determine which proposals best fit the image and goals of the Town. After the Commission ranks the proposals in preferred order, staff will negotiate rental fees with the first ranked proposer and bring them back to the Commission for approval.

c. The same business or non-profit organization may not rent the same space on a specific holiday two years in a row if another business or non-profit wants the opportunity. The Town Manager will determine whether others are interested in the opportunity, based on whether she or he has received written notice of such interest from an eligible business or organization no later than seven months prior to the holiday.

*Use on the same day as a special event.* Rentals will not be considered on days or evenings of Special Events if the Town Manager determines that a conflict would occur.

*Sales.* There will be no sales during an event except for 1) food products provided to the attendees, 2) items sold at a charity event, or, 3) hand-made artisan products.

*Cancellation:* The Town Commission reserves the right to cancel the rental up to 90 days in advance.

The following use fees apply, but may be modified or waived by the Town Commission upon a finding that the applicable event will provide a public benefit.

| | | |
|---|---|---|
| 5.1 | **Advanced Advertising.** An event that was advertised prior to receiving Commission approval | $500 plus the application fee and use fee(s). |
| 5.2 | **Plaza Event Application Fee** (does not include Use Fee(s)) | $100 if filed at least 60 days in advance of the proposed event date.<br>$250 if submitted between 59 days and 30 days prior to the event AND any cost recovery fees for the costs for Town staff (including police and fire services) and any consultant time attributable to the processing of the application, not to exceed $1,500. |

| | | |
|---|---|---|
| **Plaza Use Fees**<br>Are in addition to the Event Application Fees listed above.<br>The use fee is per plaza. If an organization wants to utilize more than one plaza for their event, they must pay for each space.<br>Use of the plazas as part of a larger special event are subject to the plaza use fees, in addition to the any other Special Event Use Fee, but may be waived or modified by the Town Commission upon a finding that the applicable event will provide a public benefit.<br>Application filed within 30 days of an event date will not be accepted.<br>A Deposit may be required and will be set by the Town Manager based on purpose, number of attendees, and impact on the facility. | | |
| 5.3 | LBTS businesses (limited to 4 rentals per year per business) | $850 per day per plaza |
| 5.4 | LBTS-based charity or non-profit organization (limited to 2 rentals per year per organization) | $215 per day per plaza |
| 5.5 | Out-of-Town 501C Registered Non-Profit or Tax Exempt Organization (limited to 1 rental per organization per year) | $425 per day per plaza |

**Section 3. Conflict.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4. Severability.** If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the other provisions of this Resolution.

**Section 5. Effective Date**. This Resolution shall become effective immediately upon its passage. The fees and policies set forth herein for the use of Jarvis Hall shall apply to all new Jarvis Hall rental requests submitted after the passage and adoption of this Resolution.

**PASSED AND ADOPTED** this 24th day of ~~March~~ October 2017.

Mayor Scot Sasser

Attest:

Town Clerk, Tedra Allen

APPROVED AS TO FORM:

~~Susan L. Trevarthen~~, Town Attorney

Kathryn Mehaffey

(CORPORATE SEAL)

# Exhibit 4

**ORDINANCE 2014-06**

**AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 13 "NOISE" OF THE CODE OF ORDINANCES TO AMEND THE SOUND LEVELS IN THE COMMERCIAL NOISE ZONE, ADDRESS AUDIBLE ALARM SYSTEMS, REGULATE GENERATOR NOISE ON CONSTRUCTION SITES, REVISE THE MEASUREMENT OF SOUND LEVELS, ADOPT DEFINITIONS, AND OTHERWISE AMEND THE TOWN'S NOISE REGULATIONS; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Commission of the Town of Lauderdale-By-The-Sea (the "Town") recognizes that loud noises disturb the quiet enjoyment of property necessary to peaceful and productive living; and

**WHEREAS**, the Town Commission desires to amend Chapter 13 "Noise" of the Code of Ordinances, in order to define terms, modify the sound level standards in the commercial noise zone, modify the distance from which sound is measured, all to better address the impact of excessive noise on residential areas of the Town and provide for effective and content-neutral regulation of noise appropriate to the commercial and residential areas within the Town; and

**WHEREAS,** the Town Commission further desires to amend Chapter 13 to better regulate generator noise from construction sites and audible security alarm systems; and

**WHEREAS**, upon the recommendation of Town staff, the Town Commission deems it to be in the best interest of the citizens and residents of the Town to amend the Code of Ordinances to accomplish these objectives.

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

# Exhibit 1

**ORDINANCE NO. 2014-06**

**SECTION 1. Recitals.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

**SECTION 2. Amendment.** Chapter 13 "Noise" of the Code of Ordinances is hereby amended as follows:

**Chapter 13. Noise.**

* * * * *

**Section 13-3. Prohibited acts.**

The following specific acts shall be prohibited at all times and at all places within the limits of the Town:

* * * * *

(11) *Construction and demolition.* Engaging in construction, drilling, repair, maintenance, alteration, demolition, land clearing or landfilling operations at any hour on Sundays and during the hours of 5:30 p.m. to 8:00 a.m., Monday through Saturday, except for emergency work as defined herein. This subsection shall not apply to the use of domestic power tools as specified in paragraph (12).

(12) *Domestic power tools.* Operating or permitting the operation of any mechanically-powered saw, fender, drill, grinder, lawn or garden tool, or similar tool between 10:00 p.m. and 7:00 a.m. on weekdays or 10:00 p.m. and 8:00 a.m. on weekends and holidays, unless such equipment is operating inside a completely enclosed structure.

(13) *Construction site generator noise.*

(a) *No generators if site has electric service.* Fuel powered generators may not be used at any construction site with existing electric service.

(b) *Generators allowed if site is not connected to electric service.* Fuel powered generators may be used at a construction site that does not have electric service.

# Exhibit 1

**ORDINANCE NO. 2014-06**

(c) *Time limits on generator use.* Fuel powered generators may only be used during the permitted hours of construction provided above in subsection (11) until the 60th day after a building permit is issued or the date that an electrical power drop is installed, whichever is soonest. The generator(s) may only be used for a period of four (4) hours each work day. The four-hour period starts when the first generator is turned on and ends four (4) hours later, regardless of how many times the generator is turned off or how many generators are used during that time period. The Building Official may extend any of the time limitations herein upon demonstration of good cause by the property owner.

(14) *Audible security alarms.* The use of an audible security alarm system that is audible for longer than allowed by or otherwise does not comply with all requirements of Chapter 15 of the Code.

**Section 13-4. Terminology and standards.**

All terminology used in this chapter shall be as defined herein or, if not defined, given plain meaning by reference to common dictionary definition. When interpretation is required by reference to a source more definitive than this Code or a dictionary, reference shall first be made to publications of the American National Standards Institute (ANSI):

* * * * *

*Continuous source of sound.* A source of sound, whether constant, variable, intermittent, or impulsive, that continues for a period of time without stopping or interruption.

* * * * *

**Sec. 13-6. Noise limitations.**

(a) *Prohibition of sound disturbance.* No person shall make, continue or cause to be made or continued any sound disturbances which violate the noise limitations, as defined in this section.

(b) *Method of measurement generally.* For the purpose of measuring the volume, intensity and frequencies of sound, the measurement of sound shall be made with a sound level meter operating on the "A" and "C" weighting scale of any standard design and quality meeting the standards prescribed by the American National Standards Association (ANSI). The instruments

# Exhibit 1

**ORDINANCE NO. 2014-06**

shall be maintained in calibration and good working order. Measurements recorded shall be taken so as to provide a proper representation of the sound source. The microphone used during measurement shall be positioned so as not to create any unnatural enhancement or diminution of the measured sound. A wind-screen for the microphone shall be used when required. Traffic, aircraft, and other background sounds shall not be considered in taking measurements, except where such background sound interferes with the primary sound being measured.

(1) The slow meter response of the sound level meter shall be used in order to best determine that the average sound has not exceeded the standards set forth in subsections (c)(1) and (c)(2) below.

(2) The measurement shall be made at or beyond ~~200 feet beyond~~ the real property line of the property on which such sound is generated, or perceived, as appropriate, approximately five (5) feet above ground.

(3) In the case of an elevated or directional sound source, compliance with the sound limits is to be maintained at any elevation at or beyond the real property line.

(c) *Maximum sound levels.* The maximum dBA and dBC sound levels permitted on any property within the Town ~~,~~shall be as follows:

(1) The following maximum limitations on sound disturbances shall apply within Zone A (commercial noise zone), as delineated in the map shown in Figure 13:

a. Between the hours of 7:00 a.m. and 10:00 p.m., no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond the real property line from which the sound emanates, a sound level that exceeds ~~90~~ 85 dBA or ~~95~~ 85 dBC.

b. Between the hours of 10:00 p.m. and 7:00 a.m. the following morning, no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond the real property line from which the sound emanates, a sound level that exceeds 75 dBA or 75 dBC.

# Exhibit 1

**ORDINANCE NO. 2014-06**

(2) The following maximum limitations on sound disturbances shall apply within Zone B (residential noise zone), as delineated in the map shown in Figure 13:

a. Between the hours of 7:00 a.m. and 10:00 p.m., no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond the real property line from which the sound emanates, a sound level that exceeds 60 dBA or 65 dBC.

b. Between the hours of 10:00 p.m. and 7:00 a.m. the following morning, no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond the real property line from which the sound emanates, a sound level that exceeds 55 dBA or 65 dBC.

(d) *Maximum sound level for activities duly authorized by special event permit.* An activity which has been granted a special event permit pursuant to Article VIII of Chapter 17 of the Code of Ordinances shall be subject to the maximum limitation on sound disturbances provided within this subsection. In connection with the permitted special event, no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond ~~two~~ one hundred (~~2~~100) feet from the source from which the sound emanates if the source is located on public property, or at or beyond ~~from~~ the real property line if the source is on private property, a sound level that exceeds the dBA or dBC standard in (c) applicable to the point of measurement and the time of measurement, unless a different standard is established in the special event permit.

* * * * *

**SECTION 3.** Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconditional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

**SECTION 4.** Effective Date. This Ordinance shall become effective immediately upon passage on second reading.

**SECTION 5.** Conflict. It is the intention of the Town Commission that the provisions of

# Exhibit 1

**ORDINANCE NO. 2014-06**

this Ordinance shall become and be made a 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 6.** Codification. All prior ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of said conflict.

Passed on the first reading, this 8 day of July, 2014.

Passed on the second reading, this 19 day of August, 2014.

Mayor Scot Sasser

| | First Reading | Second Reading |
|---|---|---|
| Mayor Sasser | Aye | Aye |
| Vice-Mayor Vincent | Aye | Aye |
| Commissioner Brown | Aye | Aye |
| Commissioner Dodd | Aye | Aye |
| Commissioner Sokolow | Aye | Aye |

Attest:

Town Clerk Tedra Smith

(CORPORATE SEAL)

Approved as to form:

Town Attorney Susan L. Trevarthen

**Agenda Item No: 12.a**

# Town Commission Agenda Item Report

**Meeting Date:** January 11, 2022
**Submitted by:** Neysa Herrera, Assistant to the Town Manager
**Submitting Department:** Administration
**Item Type:** Presentation
**Agenda Section:** OLD BUSINESS

---

**Subject Title:** Audit of the Lauderdale-By-The-Sea Volunteer Fire Department - Final Report

**Explanation:** On December 11, 2020, the Town issued an RFQ to solicit the services of a qualified consultant to conduct an independent Comprehensive Organizational Evaluation and Operations Audit of the Town's Volunteer Fire Department ("VFD"). On March 23, 2021, the Town Commission selected Matrix C G Inc. d/b/a Matrix Consulting Group LTD ("Matrix").

To understand and evaluate service level issues facing the Town, Matrix's project team conducted interviews with elected officials, Town staff, and members of the VFD. In addition, the project team collected a wide variety of external and internal data documenting the structure, operations, and organization of the VFD.

Robert Finn from Matrix gave a presentation on a Draft Report at the September 28th Town Commission Meeting. Residents had the opportunity to submit their comments on the report via email.

The public feedback received was analyzed and addressed in the Final Report that is being presented to the Commission tonight. It is staff's intent to utilize this information to assist in drafting the VFD contract, which is up for renewal this year. As a reminder, a one-year VFD contract was approved last year. A one-year contract was selected instead of multi-year contract so that the results of the audit would be available for consideration when drafting the new contract. This report's recommendations will also be used to plan for future budget decisions.

**Recommendation:** Accept the Final Report of the Lauderdale-By-The-Sea Volunteer Fire Department Audit.

**Attachments**:

Ex.1 - Audit of the Lauderdale-By-The-Sea Volunteer Fire Department - Final Report

# Audit of the Volunteer Fire Department

## LAUDERDALE-BY-THE-SEA, FLORIDA

FINAL REPORT

January 11, 2022

matrix consulting group

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# Executive Summary

The Matrix Consulting Group was retained by the Town of Lauderdale-By-The-Sea to perform an audit of the Volunteer Fire Department. This document is the result of this request.

## About the Matrix Consulting Group

The Matrix Consulting Group was formed by senior consultants who created it in order to pursue a service in which the senior people actually do the work. Our only business focus is the provision of organization and management analytical services to local government. Our firm's history and composition are summarized below:

- We were founded in 2002. However, the principals and senior staff of our firm have worked together in this and other consulting organizations as one team for between 10 and 30 years.
- Our *only* market and service focus is management, staffing and operations analysis of local government.
- While we provide a variety of services to local government our most significant service area is public safety. The Matrix Consulting Group project team has conducted studies of more than 400 fire service agencies throughout the country.
- Our firm maintains two offices in California, and offices in Texas, Oregon, Florida, Illinois and North Carolina. We currently have 18 full-time and 4 part-time staff. Our main headquarters is located in San Mateo, California.

We are proud of our track record in providing analytical assistance to local governments in general, and to fire departments specifically.

## Scope of Work

The scope of this study included a comprehensive assessment of the Lauderdale-By-The-Sea Volunteer Fire Department (LBTS VFD) for the delivery of services to the Town. This included an assessment of the following elements:

- The regional response system in Broward County, including emergency communications.
- Analysis of emergency 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 the automatic and mutual aid system.
- Development of a Community Risks and Standards of Coverage to illustrate the current capabilities of the LBTS VFD.
- Review of the current contract for improvement opportunities.
- Analysis of the current facility needs facing the Department
- Comparison of findings to national and regional standards for similar departments.

The approaches used in this study were comprehensive, as described below.

## Approaches Utilized in the Study

To understand and evaluate service level issues facing the Town, the project team undertook an assessment of the Volunteer Fire Department. The principal approaches utilized by the project team in this study included, but were not limited to, the following:

**Internal Interviews** – members of the project team individually interviewed numerous executives, management, and supervisory staff and elected officials of the Town of Lauderdale-By-The-Sea and Volunteer Fire Department leadership.

**Data Collection** – the project team collected a wide variety of external and internal data documenting the structure, operations and organization, including:

- Department staffing and scheduling.
- Documentation reflecting operations management.
- Numerous output data reflecting services provided.
- Various other performance information.

This data was summarized in a 'descriptive profile' of the Lauderdale-By-The-Sea Volunteer Fire Department, which was reviewed by the staff of the Town and Fire Department to ensure we had a factual foundation for the study. This approach ensured that the project team had an appropriate understanding of the fire protection system.

## Summary of the Emergency Response Capabilities

The Lauderdale-By-The-Sea Volunteer Fire Department provides services to the Town from a single, centrally located, fire station. The Department has an Insurance Services Organization Public Protection Classification rating of 2 on a 1 – 10 scale with 1 being the highest possible score. This is an excellent rating and one the Town and Department should be proud of.

The VFD staffs a single engine company daily with a minimum of three (3) personnel staffing the station 24 hours per day. In addition to the engine company staffing there is also a Duty Chief on duty 24 hours per day to provide supervisory oversight and incident command on emergency scenes. This brings the total staffing per day to one (1) Deputy Chief and three (3) emergency response personnel for a total staffing of four (4) per day.

The current contract provides for response to emergency calls in 9 minutes 90% of the time. The table below illustrates the current performance of the VFD:

**Lauderdale-By-The-Sea VFD turnout and travel time performance**

| All Emergency Calls - 90th Percentile Times | | | 2018 - 2020 | 2018 | 2019 | 2020 |
|---|---|---|---|---|---|---|
| Total Response | 1st Unit Distribution | All Calls | 9:09 | 10:04 | 9:04 | 9:21 |

As illustrated, the current performance is just above the 9 -minute goal 90% of the time. Further analysis of this performance indicated that system improvements could be achieved by improving the turnout time performance on emergency calls as current performance is above best practice times.

## Summary of the Regional Response System

The Lauderdale-By-The-Sea VFD is in District 12 of the Broward County C onsolidated Mutual Fire, Rescue, Emergency or Disaster Interlocal Agreement. This regional response plan has a well-developed system for ensuring an effective response force can arrive in a timely manner to critical incidents occurring in the Town. The County has also recently adopted a closest unit response plan that dispatches the closest appropriate resource regardless of jurisdictional boundaries. Regional services provided by the County that are available to the Town include; Hazardous Materials respon se, High Angle Rescue and Trench Rescue.

This agreement allows the municipalities to request personnel, apparatus, or equipment from the other signatory municipalities in the event of firefighting, rescue, emergency or disaster events which cause demands g reater than the capacity and resources of the municipality. Municipalities in this agreement include:

| | | |
|---|---|---|
| Cooper City | Coral Springs | Dania |
| Davie | Deerfield Beach | Fort Lauderdale |
| Hallandale | Hollywood | Lauderdale-By-The-Sea |
| Lauderhill | Lighthouse Point | Oakland Park |
| Pompano Beach | Port Everglades | Sunrise |
| Tamarac | Wilton Manors | |

The following table illustrates the resources available to the LBTS VFD by alarm assignment as part of the District 12 regional response plan.

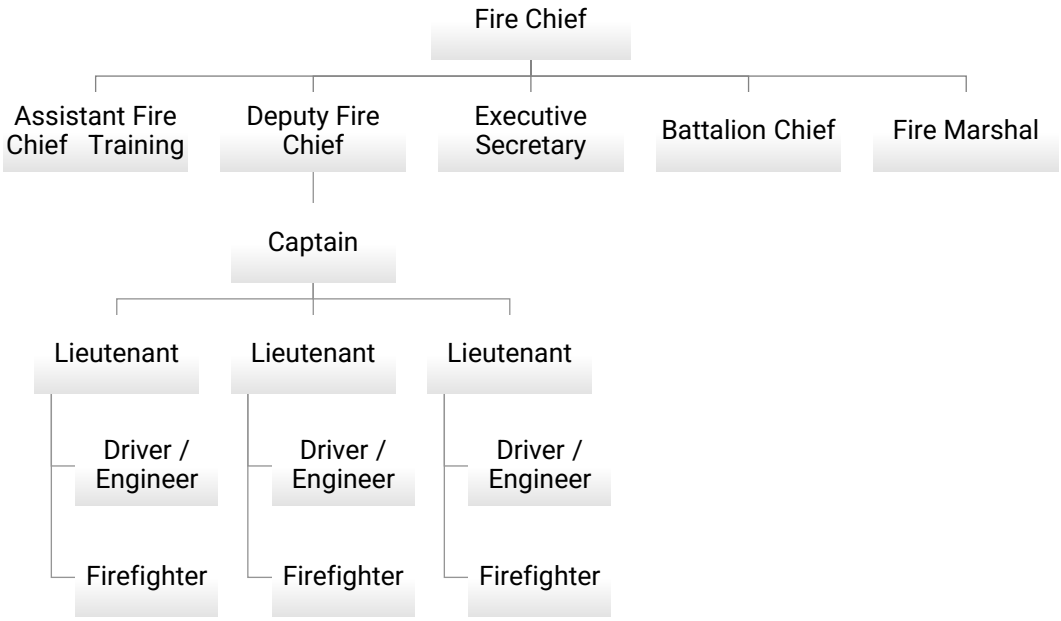
| Order | Engines | Aerials | Rescues | Chiefs |
|---|---|---|---|---|
| 1 | Ft. Lauderdale | Ft. Lauderdale | Ft. Lauderdale | Ft. Lauderdale |
| 2 | Pompano Beach | Pompano Beach | Pompano Beach | Pompano Beach |
| 3 | Oakland Park | Deerfield Beach | Oakland Park | Oakland Park |
| 4 | Lighthouse Point | Tamarac | Lighthouse Point | Deerfield Beach |
| 5 | Deerfield Beach | Lauderhill | Deerfield Beach | BSO |
| 6 | Tamarac | Sunrise | Tamarac | |
| 7 | BSO | Plantation | BSO | |
| 8 | Sunrise | Hollywood | | |
| 9 | Coral Springs | | | |

Analysis of the regional system indicated that the regional system could have 14 -25 personnel on scene within 8 minutes travel time 90% of the time. This ensures the emergency response system can deploy an effective response force within best practice timelines. Further analysis indicated that within 12 minutes travel time the regional system would deploy 26-32 personnel to the emergency. This regional system is working well and should continue in providing critical emergency assistance in the Town when the scale of an emergency exceeds the staffing and response capabilities of the VFD.

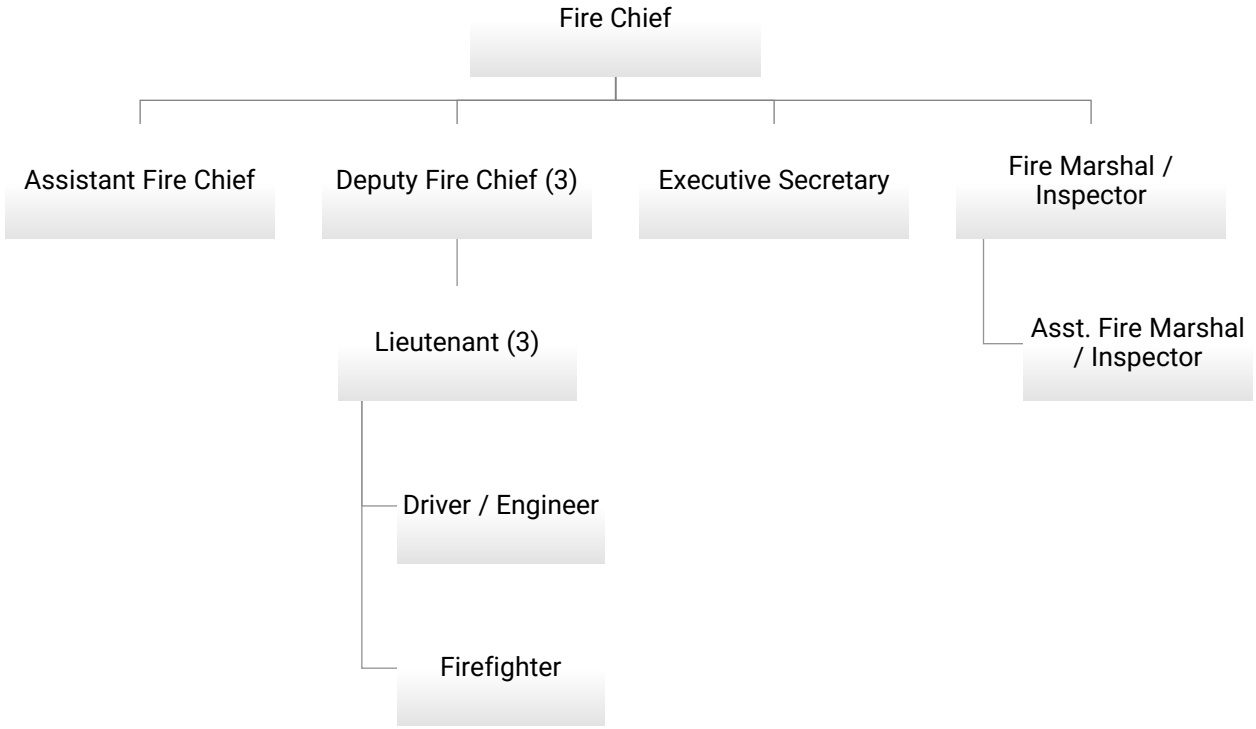
## Summary of the Departmental Organizations

The design of an organizational structure to best meet the needs of an agency is predicated on the traditional command and control w ithin the Fire Department . To be effective, the design must also define job duties and responsibilities, ensure efficient and effective workflow, establish a reporting hierarchy, and ultimately determine appropriate lines of authority and accountability.

In reviewing the structure and organization of the Department, there were several issues that require attention for compliance with the contract. First, t here are several positions required by the contract that are not included in the organization chart and others that are included that are not mentioned in the agreement. Currently the Assistant Chief is serving as the Training Officer, the Battalion Chief is serving as the Safety Officer and the Fire Marshal is serving as the required Fire Inspector , which is common in small fire departments. The organizational chart should reflect these collateral positions. It is also important to note that the Captain also functions as a Shift Commander in current operations. Below is the current organizational structure of the LBTSVFD.




The recommended new organizational structure is illustrated below:




In the Fire Prevention Division, analysis indicated a lack of succession planning for the Fire Marshal position and a replacement timeline that was unrealistic if a vacancy were

to occur in this position. There was also an opportunity to utilize the analysis of call data to develop an annual public education plan for the Town specific to the call types and risks present.

The VFD is meeting their goal of a minimum of 18 training hours per month per member and offers training in both online and in person formats. They also contract with regional training partners for specialized training topics beyond the expertise of their internal instructors.

Improvement opportunities were found in ensuring annual multi-company drills and exercises were conducted with first due mutual aid partners to improve operational efficiency on high-risk/low frequency events.

## Summary of the Contract Analysis

An effective contract contains six elements to allow for best-practice contract administration and management. These elements are inter-related and often overlap but provide a context to ensure the efficacy of the contract. The elements are compliance monitoring, performance monitoring, financial monitoring, change management, risk management and relationship management.

The analysis of the contract by the project team found several areas where changes or improvements in the contract should occur in the next revision. These included areas such as the following:

- Beach Patrol
- Fire Marshal services
- Personnel requirements
- Apparatus and equipment purchasing
- Command staffing
- Financial monitoring
- Performance monitoring

Specific recommendations for improvement in these areas are included in the to improve the overall efficacy Contract Analysis section of this report to improve the overall efficacy of the contract.

## Summary of the Facility Needs Assessment

During the initial site visit , the lead project anal yst determined that a detailed facility assessment was needed to ensure the VFD had a safe and efficient station which to operate from. Several challenges were identified with the current facility, including:

- Inadequate equipment and apparatus bays for fire apparatus and support equipment. ATVs and Jet Skis are parked on the front lawn of the fire station and not protected from the elements, which impacts the overall condition and life span of critical equipment. The equipment is not secure, which may lead to issues with vandalism or theft.
- Reserve apparatus is partially parked under the canvas canopy attached to the north side of the station. All apparatus should be housed indoors, especially in a highly corrosive environment that is present in a coastal community.
- Apparatus bays are not adequately sized for modern sized equipment. To check supplies and equipment, trucks must be pulled outside to conduct these checks which is not ideal during inclement weather.
- Staff's fire protection equipment is stored in close proximity to the apparatus bays which are not properly vented to exterior. Due to the size of the facility there is no other location for storage of protective gear.
- There is no apparatus exhaust ventilation system installed in the apparatus bays.
- Supplies and equipment are stored in plastic sheds under the canopy in an attempt to protect them from the elements, these should be stored inside the facility.
- Additional supplies and equipment are stored under the canopy when they should be stored in climate-controlled areas.
- There is one small restroom and shower in the fire station with no separate facilities for male and female members of the VFD.
- Staff are comprised of mixed gender shifts. All staff cohabitate in the living area of the station. There is no separation of sleep areas by gender. Staff should be provided individual sleep areas.
- Staff do not have adequate food preparation areas that are seen in modern fire stations. Staff may use Jarvis Hall for food preparation, which may impact turnout times for personnel.
- The station is constructed at grade and has limited protection from street flooding or storm surge.
- Administrative areas are separated from the fire station and on duty personnel. Challenges exist with the current administrative suite as it is comprised of multiple renovated hotel rooms.

- There is limited availability of training space for staff. Again, they can use Jarvis Hall, but availability is restricted to times when the hall is not in use.
- There is limited ability to expand the current station due to adjacent site restrictions.
- The current facility is not designed to meet FEMA 543 Design Guidelines for Critical Facility Safety from Flooding and High Winds.

Due to the limitations to both the current facility and the existing site, the project team conducted both a space needs and site analysis for improvements to the current station which are documented in the Facility Assessment Section of this report.

## Report Recommendations

| Finding | Recommendation | Priority | Cost |
|---|---|---|---|
| Turnout time performance can be improved | Add a turnout time performance standard of 1 minute 20 seconds 90% of the time to the VFD contract. | High | $0 |
| A travel time goal should be established | Add a travel time performance standard of 6 minutes 30 seconds 90% of the time to the VFD contract. | High | $0 |
| The current regional response system is working well | Continue to be a signatory partner on the Broward County Consolidated Mutual Fire, Rescue, Emergency orDisaster Interlocal Agreement. | High | $0 |
| The current deployment plan is meeting the emergency service needs of the Town. | Continue to staff and deploy a command position and staff and deploy the engine company with a minimum of three (3) personnel daily. | High | $0 |
| The organizational Structure can be improved | Change the organizational structure to include one (1) Fire Chief, three (3) Deputy Fire Chiefs, one (1) Assistant Chief of Training, one (1) Fire Marshal/Inspector, one (1) Assistant Fire Marshal/Inspector and one (1) Executive Secretary. The contract should also be amended to reflect these changes. | Medium | $0 |
| There is no succession plan in place for the Fire Marshal Position | Develop a succession plan in the Fire Prevention Division to develop personnel to assist in this function . It is also recommended to add contract language authorizing an Assistant Fire Marshal Position | Medium | $0 |

| Finding | Recommendation | Priority | Cost |
|---|---|---|---|
| The Department would benefit from analysis of call types to develop an annual public education strategy in the Town. | Conduct an annual evaluation of emergency calls to determine specific public education topics to mitigate risks present in the Town. | Medium | $0 |
| Multi-company drills and exercises should be conducted with first due mutual-aid partners | Work with the Fort Lauderdale and Pompano Beach Fire Departments to conduct annual multi-company training drills on high-risk/low frequency events. | High | $0 |
| The current training program is working well | Continue to offer training options both online and in person to maximize volunteer participation in train ing programs. | Low | $0 |
| There should be an annual evaluation of the training program to ensure it is meeting the needs of the VFD and personnel. | Conduct an annual evaluation of the training program to ensure it remains in compliance with State regulations and meets the training needs of the members and Department. | Medium | $0 |
| Beach Patrol staffing expectations are not clear | Add contract language outlining the staffing expectations of beach patrol to allow the VFD to properly plan the staffing of this function. | Medium | Depending on the frequency |
| There are no expectations for the Chief to participate with Town leadership | Clearly define the expectations of the Chief position and how it interacts and participates with other key Town leaders. | High | $0 |
| There are no requirements for an annual audit of VFD finances although one is occurring | Add language requiring an annual audit of the revenues and expenses of the VFD. | High | $0 |
| There is no formally adopted vehicle and equipment replacement plan | Develop an apparatus and vehicle inventory requirement and replacement plan to allow the proper planning and funding for apparatus and vehicle purchases. | Medium | Depending on the frequency |
| There are no performance measures in the contract | Develop key performance indicators to allow objective measurement of emergency service delivery. These should include turnout time, travel time and a definition of what constitutes an “emergency call”. Require a quarterly presentation of system performance to the | High | $0 |

| Finding | Recommendation | Priority | Cost |
|---|---|---|---|
| | Town Commission by the Fire Chief or designee. | | |
| There is no requirement for a post incident analysis in the contract. | Include language in the contract requiring a post incident analysis session and post incident analysis report be completed on fires of significant loss and those resulting in the injury or death of firefighters or civilians. There should also be a requirement that the report is shared with the Town Manager.<br><br>Ensure all responders to the incident are invited to the post incident analysis session and receive a copy of the post incident analysis report to ensure all responders fully understand the lessons learned from the incident. | High | $0 |
| There are no facility improvement plans in place | Begin planning for the replacement of the current fire station facility. | High | $8.53 M - $10.96 M |

# Organization and Overview

This chapter provides an overview of the general characteristics of Lauderdale-By-The-Sea.

## Background and Overview

Located along the Atlantic Coast, Lauderdale-By-The-Sea is approximately 30 miles north of Miami on a barrier island separated from the mainland by the Intracoastal Waterway. Direct access to the mainland from the west is provided by a single point along Commercial Blvd. with a draw bridge over the waterway. Additional access points to the mainland are available approximately one mile south of the Town from Ft. Lauderdale and three miles north of the Town from Pompano Beach.

Lauderdale-By-The-Sea was first founded in the early 1920's with the land being purchased and the intention of creating a beachside community. The Town was first incorporated in 1927 with the charter being revoked in 1933. The Town was then reincorporated in 1949. Limits to the height of buildings along the beach were limited in the early years and continue today to preserve the ocean views in the Town. In the early 2000's the Town annexed land to the north that doubled the size of the Town and included several high-rise buildings.

Today, Lauderdale-By-The-Sea encompasses 1.5 square miles of which 0.88 square miles is land with an estimated population of 6,198, according to the 2020 US Census Bureau data. During the winter months the population reportedly increases to approximately 12,000 people or by approximately 49%. This creates a population density of approximately 7,572 people per square mile.

Located in Broward County, the Town is governed by a five-member Board of Commissioners. The Mayor is elected to a two-year term while the Commissioners are elected to four year terms. Each election held in the Town will have the Mayor and two Commissioner positions on the ballot. The Commissioners are elected from one of two districts in the Town.

### Demographic Profile

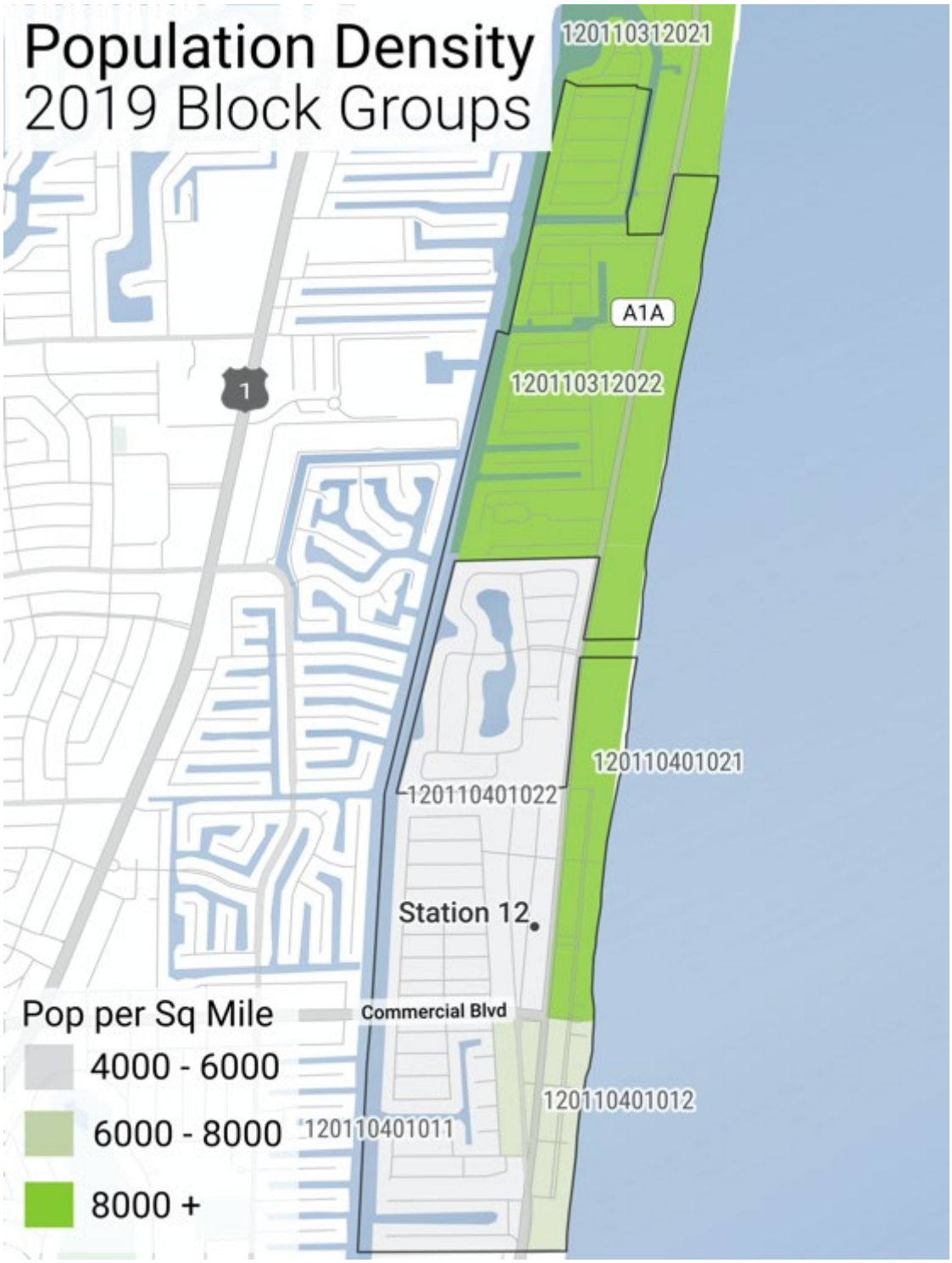
The following table illustrates the demographic profile of Lauderdale-By-The-Sea and changes that have occurred since the 2010 Census.

**Lauderdale-By-The-Sea**

| US Census Bureau Data | 2010 | 2015 | 2020 |
|---|---|---|---|
| Estimated Population | 6,060 | 6,313 | 6,198 |
| Median Age | 62.1 | 61 | 63.6 |
| Children Under Age 5 | 0.6% | 1.6% | 0.8% |
| Children Ages 5 to 19 years | 5.4% | 4.5% | 4.9% |
| Persons Age 20 to 59 years | 39.8% | 32.1% | 37.7% |
| Persons Age 60 and Over | 54.1% | 52.3% | 56.3% |
| Families in Poverty | 5.5% | 2.8% | 7.4% |
| Civilian Labor Force Unemployed | 7.5% | 7.9% | 5.3% |
| Mean Household Income | $79,917 | $103,496 | $75,537 |
| Employment Sectors: | | | |
| Education, Health Care, Soc. Svc. | 12.3% | 15.2% | 18.4% |
| Retail Trade | 13.8% | 12.0% | 7.5% |
| Professional, Scientific, Mgmt. | 16.7% | 11.8% | 15.1% |
| Finance, Insurance, Real Estate | 13.8% | 14.4% | 14.2% |
| Entertainment, Recreation, Food | 11.0% | 14.3% | 6.2% |
| Construction | 5.2% | 0.8% | 6.7% |
| Manufacturing | 4.7% | 9.1% | 7.8% |
| Transportation, Warehousing, Util. | 3.7% | 4.0% | 5.8% |
| Public Administration | 4.9% | 7.9% | 2.8% |
| Other Services | 6.5% | 2.9% | 4.8% |
| Wholesale | 4.2% | 4.4% | 6.1% |
| Information | 2.3% | 3.2% | 4.4% |
| Agriculture, Forestry, Fishing | 0.7% | 0.0% | 0.2% |

The population of Lauderdale-By-The-Sea has increased approximately 2.2% since 2010 adding an estimated 138 residents. The median age of the Town increased to 63.6 years of age with an estimated increase in the over 60 age range of approximately 2.2%. There is a corresponding decrease in the 20 to 59 age range of approximately 2.1%.

The following map provides a view of population density by census tract.




The northern section of Lauderdale-By-The-Sea, in Census Blocks 120110312021 and 120110312022, has a higher population density than in the southern sections in Census Blocks 120110401011 and 120110401012 as the high-rise condominiums are located in the northern portion of the Town.

# Fire Services

This section provides an overview of the fire protection system including the resources available to the Town and a historical review of the workload for the Fire Department.

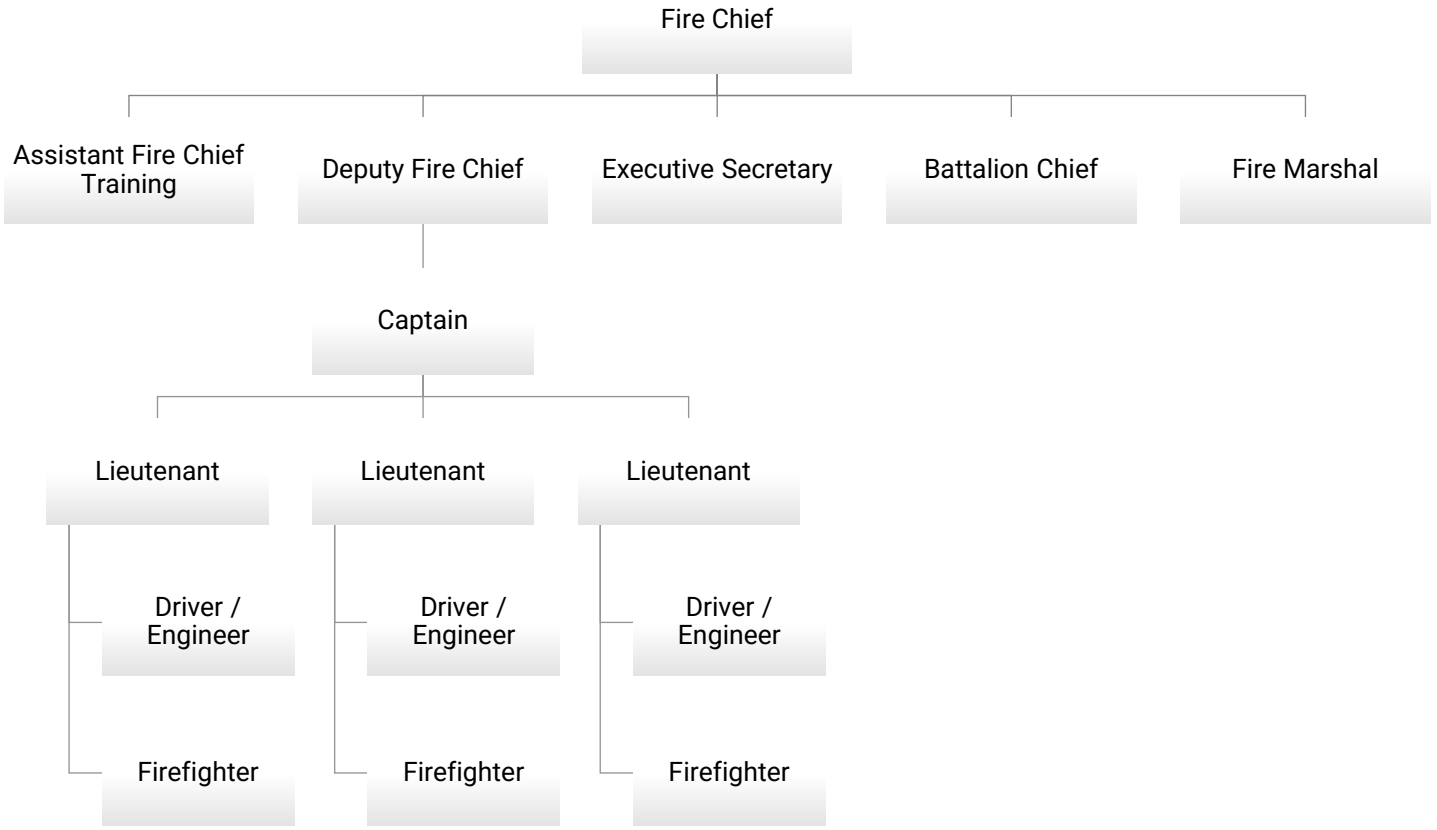
## Organization

The Lauderdale-By-The-Sea Volunteer Fire Department (LBTSVFD) was formed in 1961 as an all-volunteer organization. Operating from a single station, the department continues to utilize primarily volunteer staffing, but has added two (2) paid positions (Fire Marshal and Executive Secretary) and compensates the Fire Chief on a part-time basis. Shift commanders are also paid a stipend and volunteers are compensated on a paid call basis. This is a common arrangement for volunteer fire departments in the United States. As the Department is legally organized as a volunteer fire department, there is no need to change the name as the majority of services are delivered by paid-per-call volunteers. All personnel receive a W-2 in accordance with Internal Revenue Service regulations. Services include fire suppression, emergency medical first responders, ocean rescue services, and fire prevention activities. The Department currently has an Insurance Services Organization Public Protection Classification rating (ISO) of 2 on a 1 – 10 scale, with 1 being the highest possible score.

The motto of the Lauderdale-By-The-Sea Volunteer Fire Department is neighbors helping neighbors.

The organizational chart that follows illustrates the current Fire Department organization.

## Lauderdale-By-The-Sea VFDOrganizational Chart



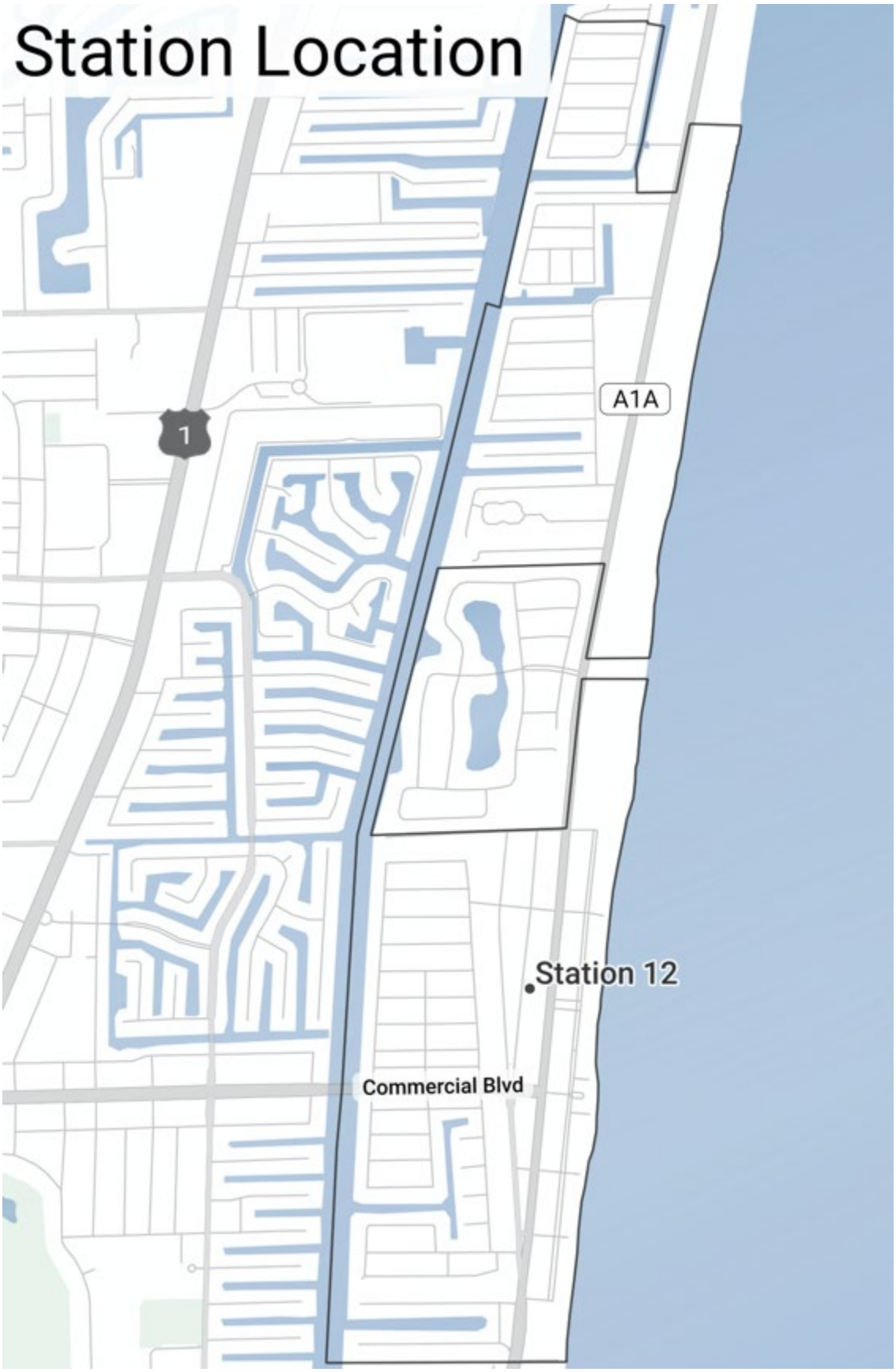
In the previous organizational chart, there are certain duties and responsibilities assigned to the officers of the organization. The table that follows illustrates these duties.

**LBTS VFD Duties and Responsibilities**

| Title | Duties |
|---|---|
| Fire Chief (part-time) | • Overall Department Leadership<br>• Develops and Manages the Budget<br>• Reviews and Approves Purchases<br>• Develops Apparatus Specifications<br>• Develops and Updates Policies and Procedures |
| Assistant Chief – Training (Stipend) | • Training Development<br>• ISO<br>• Professional Development<br>• Information Systems |
| Deputy Fire Chief (Stipend) | • Fire Operations<br>• Fleet Services |
| Executive Secretary (full-time) | • Administration<br>• Payroll<br>• Human Resources<br>• Town Liaison |
| Battalion Chief (Stipend) | • Health and Safety<br>• EMS<br>• Mental Health |
| Fire Marshal (full-time) | • Fire Prevention<br>• Public Education<br>• Fire Inspections |
| Captain (Stipend) | • Logistics<br>• Support Services<br>• Staffing<br>• Ocean Rescue |
| Lieutenant | • Training |
| Lieutenant | • Equipment Maintenance |
| Lieutenant | • Fleet Services |

## Physical Resources

Service to Lauderdale-By-The-Sea is provided from the single fire station located in the Town. The fire station is owned by the Town, who is responsible for any major repairs and the LBTSVFD is responsible for daily maintenance. The following map identifies the location of the fire station.


Station Location
A1A
1
Station 12
Commercial Blvd

The Fire Department operates as a combination department using a mix of paid on call out of town volunteers, who are required to work 3 – 24 hour shifts per month, in-Town volunteers who can respond from home and command staff that are paid a stipend for working shifts. All of these personnel are paid for responding to calls and attending training events. There is also a full-time administrative assistant and Fire Marshal/Inspector in the Department. The Fire Chief is paid a part-time salary.

The station is staffed with one chief officer, which is paid a stipend and three firefighters 24 hours a day. For the initial response to an emergency the staffed engine company responds with three (3) personnel and the Duty Chief responds in the command vehicle. If additional resources are needed the ladder truck responds using on-call personnel. The on-duty officer also responds in a command capacity.

The table below outlines the apparatus and staffing for the station.

**LBTS Volunteer Fire Department**

| Station 12 | | | | | 4504 Bougainvillea Drive |
|---|---|---|---|---|---|
| **Description of Use** | Single station providing service to the Town and also houses the administrative offices for the fire department. | | | | |
| **Apparatus Space** | 3 Bays | | | | |
| **Assigned Apparatus** | Unit ID | Year | Description | Type | Minimum Staffing |
| | Engine 12 | 2012 | E-One | Type 1 Engine | 3 |
| | Squirt12 | 1995 | Pierce | Ladder Truck | Cross Staffed* |
| | Engine 212 | 1994 | Pierce | Reserve Engine | |
| | Tower Ladder 12 | 1989 | KME/Grumman | Reserve Ladder | |
| | Command 12 | 2016 | Chevrolet Tahoe | Command | 1 |
| | Utility 12 | 2007 | Ford F250 Pickup | Utility | |
| | Prevention 12 | 2017 | Chevrolet Colorado | Fire Prevention | 1 |
| | Marine 212 | 2016 | Yamaha, Jet Ski | Marine Unit | Cross Staffed |
| | Marine 12 | 2017 | Yamaha, Jet Ski | Marine Unit | Cross Staffed |
| | Ocean Rescue 212 | 2016 | Polaris Ranger 6x6 | Ocean Rescue | |
| | Brush/Water Tank | 2018 | Polaris Ranger 1000 | Utility | |
| | Ocean Rescue 12 | 2019 | Polaris Ranger 1000 | Ocean Rescue | |
| | Ocean Rescue 312 | 2020 | Polaris Ranger 1000 | Ocean Rescue | |

• Indicates the apparatus is staffed by engine company personnel if needed on the initial response.

## Historical Workload

The Volunteer Fire Department responds to emergency and non-emergency calls for service. The following table illustrates the emergency and non-emergency activities of the Department grouped by the type of call or detail responded to by the Volunteer Fire Department for calendar years 2018 – 2020.

**Calls for Service by Type**

| | 2018 | 2019 | 2020 | Total | Pct. |
|---|---|---|---|---|---|
| Auto Accidents | 44 | 42 | 46 | 132 | 8.3% |
| Medical Calls | 95 | 98 | 115 | 308 | 19.5% |
| **Total Medical and Auto Accidents** | **139** | **140** | **161** | **440** | **27.8%** |
| Alarm – Activation | 59 | 69 | 86 | 214 | **13.5%** |
| Alarm – False | 26 | 33 | 29 | 88 | **5.6%** |
| Alarm – Malfunction | 28 | 15 | 32 | 75 | **4.7%** |
| Other Type Fire | 3 | 4 | 6 | 13 | **0.8%** |
| Smoke Scare | 2 | 10 | 6 | 18 | **1.1%** |
| Structure Fire | 30 | 16 | 3 | 49 | **3.1%** |
| Vegetation/Brush/Debris Fires | 4 | 18 | 4 | 26 | **1.6%** |
| Vehicle Fire | 0 | 1 | 2 | 3 | **0.2%** |
| **All Fire Calls** | **152** | **166** | **168** | **486** | **30.7%** |
| Rescue Calls- Elevator/Extrication | 67 | 45 | 49 | 161 | **10.2%** |
| Rescue Calls– Other | 0 | 1 | 0 | 1 | **0.1%** |
| Rescue Calls– Search | 6 | 6 | 1 | 13 | **0.8%** |
| Rescue Calls– Water | 25 | 20 | 27 | 72 | **4.6%** |
| **All Rescue Calls** | **98** | **72** | **77** | **247** | **15.6%** |
| Dispatched/Canceled | 28 | 12 | 7 | 47 | **3.0%** |
| Good Intent Calls | 15 | 16 | 30 | 61 | **3.9%** |
| Hazardous Condition | 32 | 30 | 40 | 102 | **6.5%** |
| Hazardous Materials | 5 | 3 | 4 | 12 | **0.8%** |
| Overpressure Rupture | 6 | 7 | 5 | 18 | **1.1%** |
| Service Calls | 40 | 29 | 55 | 124 | **7.8%** |
| Other Call Type | 15 | 18 | 17 | 50 | **2.8%** |
| **Other Type of Calls** | **141** | **115** | **158** | **408** | **25.8%** |
| **Total Calls for Service** | **530** | **493** | **564** | **1,581** | |

Overall, medical calls and vehicle accidents represent approximately 28% of the call volume. Alarms and Fire calls represent 31% of the calls. Rescue calls account for 16% of the call volume and other call types 26% of the calls for service. Good Intent calls account for 3.9% of calls. These are calls where the caller thought an emergency existed, but on arrival no emergency was found. An example would be a neighbor cooking outdoors and the caller reported smoke in the area, thinking there may be a fire.

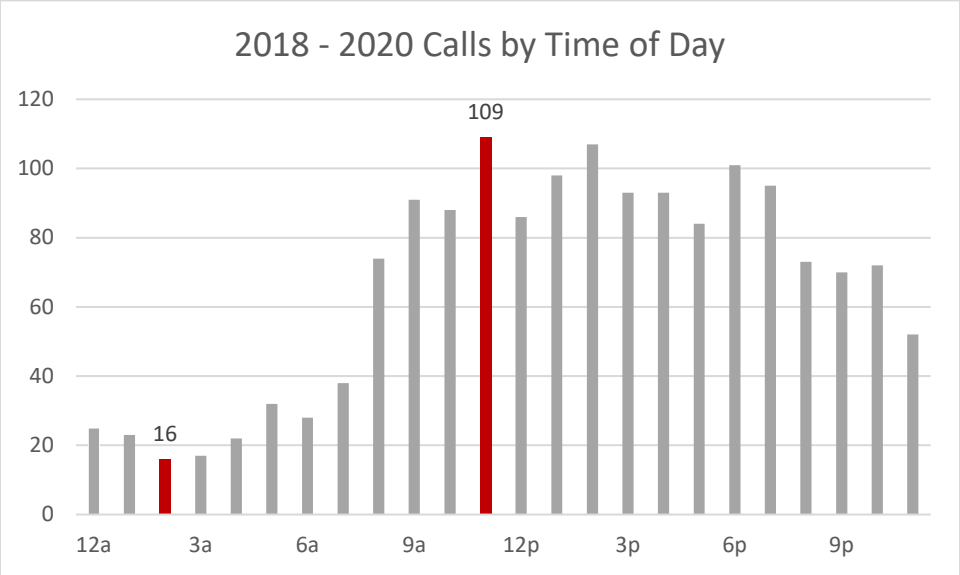
The following table displays the total number of calls for service handled by the Lauderdale-By-The-Sea Fire Department by each hour and day of the week for the past three years. Both emergency and non-emergency calls were included to provide an overall view of the call demand on the fire protection system. The table shows slower call demand in green and higher call demand in red.

**Calls for Service by Hour and Weekday 2018 - 2020**

| Hour/Day | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Total |
|---|---|---|---|---|---|---|---|---|
| 12am | 3 | 4 | 4 | 1 | 1 | 5 | 7 | **25** |
| 1am | 3 | 4 | 3 | 0 | 2 | 8 | 3 | **23** |
| 2am | 4 | 2 | 0 | 3 | 2 | 2 | 3 | **16** |
| 3am | 3 | 2 | 2 | 4 | 2 | 0 | 4 | **17** |
| 4a | 2 | 4 | 5 | 4 | 3 | 1 | 3 | **22** |
| 5a | 2 | 4 | 2 | 1 | 0 | 18 | 5 | **32** |
| 6a | 2 | 3 | 8 | 0 | 3 | 6 | 6 | **28** |
| 7a | 6 | 6 | 5 | 3 | 4 | 10 | 4 | **38** |
| 8a | 8 | 12 | 12 | 4 | 22 | 5 | 11 | **74** |
| 9a | 17 | 24 | 9 | 14 | 12 | 11 | 4 | **91** |
| 10a | 12 | 9 | 15 | 17 | 11 | 14 | 10 | **88** |
| 11a | 17 | 17 | 7 | 14 | 13 | 20 | 21 | **109** |
| 12p | 16 | 14 | 13 | 11 | 10 | 15 | 7 | **86** |
| 1p | 13 | 18 | 9 | 13 | 13 | 16 | 16 | **98** |
| 2p | 12 | 19 | 16 | 17 | 11 | 15 | 17 | **107** |
| 3p | 15 | 9 | 9 | 17 | 14 | 11 | 18 | **93** |
| 4p | 16 | 16 | 6 | 12 | 11 | 13 | 19 | **93** |
| 5p | 12 | 12 | 15 | 7 | 13 | 16 | 9 | **84** |
| 6p | 17 | 18 | 19 | 8 | 15 | 14 | 10 | **101** |
| 7p | 10 | 21 | 11 | 10 | 13 | 19 | 11 | **95** |
| 8p | 13 | 14 | 9 | 7 | 4 | 13 | 13 | **73** |
| 9p | 9 | 8 | 8 | 11 | 8 | 16 | 10 | **70** |
| 10p | 3 | 11 | 10 | 11 | 8 | 15 | 14 | **72** |
| 11p | 6 | 6 | 10 | 8 | 7 | 9 | 6 | **52** |
| Total | **221** | **257** | **207** | **197** | **202** | **272** | **231** | **1,587** |

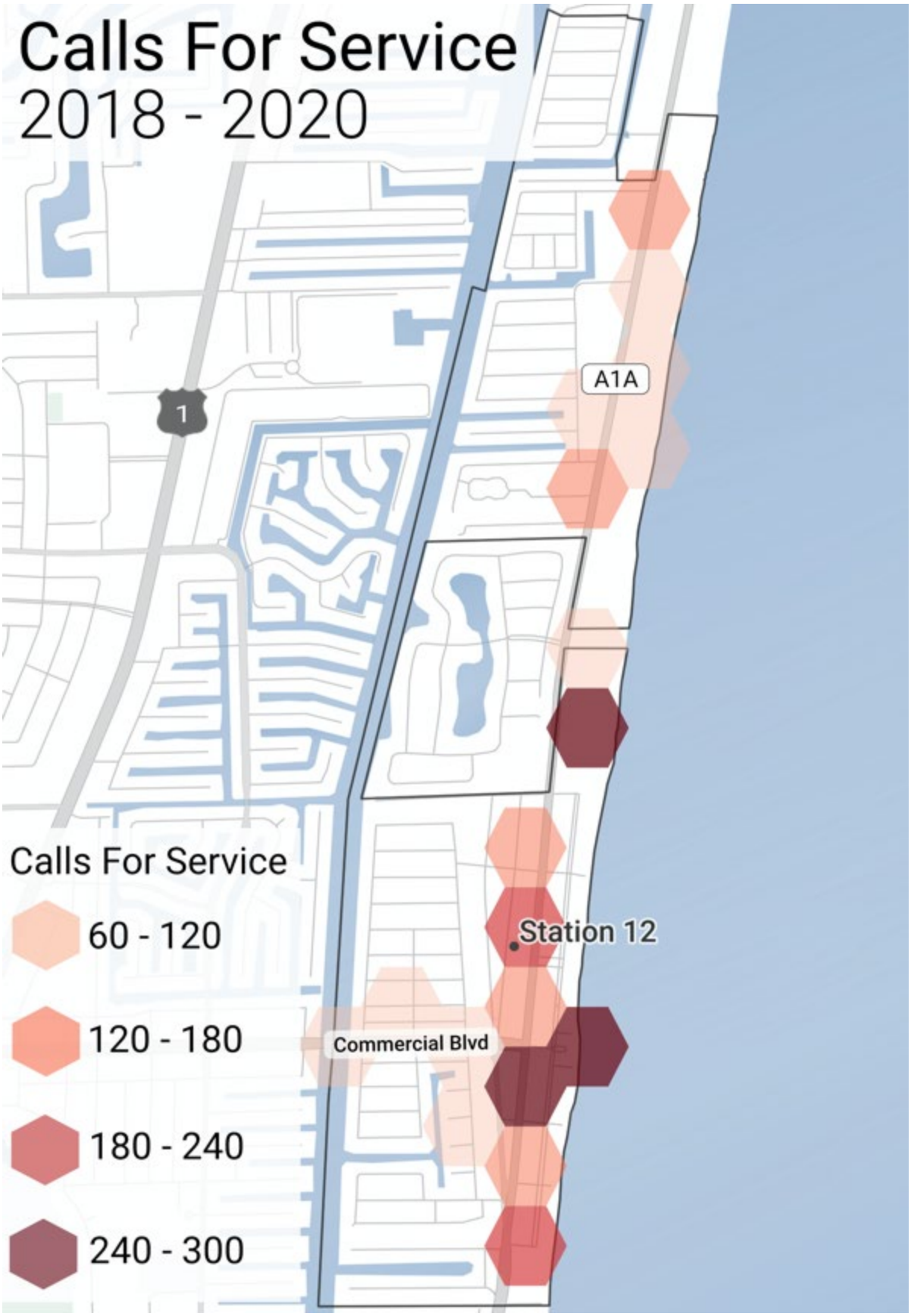
The call volume is heaviest during the middle part of the day from 8:00 am to 10:00 pm with Wednesday being the slowest day for call demand and Friday being the busiest day. The calls for service varied by time of day and day of the week. The busiest hour of the day is 11 am with the slowest hour being 2 am.

The following chart further illustrates the calls for service by hour of the day with the slowest and highest call demand times in red.




As illustrated above, calls increase sharply at the 8 am hour peaking at 11 am and remain steady throughout the day. The calls begin to decline at the 11 pm hour and sharply decline at the 12 am hour with 2 am being the slowest hour of the day.

The following map illustrates call demand using GIS technology to illustrate where the majority of the calls are occurring. As illustrated, the highest call volume is located in the central and southern portions of the Town near Commercial Boulevard.


Calls For Service
2018 - 2020
A1A
1
Calls For Service
60 - 120
120 - 180
180 - 240
240 - 300
Station 12
Commercial Blvd

The Fire Department also utilizes all-terrain vehicles to conduct beach patrol services along the beaches of Lauderdale-By-The-Sea. The following table illustrates the number of beach patrol hours conducted by the Fire Department.

Beach Patrol Hours 2018 – 2020

| Year/Hours | 2018 | 2019 | 2020 |
|---|---|---|---|
| Hours | 795 | 460 | 271* |

As illustrated, the VFD conducted 795 hours of beach patrol in 2018, 460 hours in 2019 and 271 hours in 2020. It is important to note that the number of hours in 2020 was reduced due to the COVID 19 pandemic that had the beaches closed from March 18, 2020 – May 26, 2020. They were also closed 3 days over the 4th of July weekend in 2020.

## Financial Resources

The Town of Lauderdale-By-The-Sea operates on a fiscal year ending on September 30. Budget preparation is the responsibility of the Town Manager with assistance from the various department heads and contract agencies throughout the Town.

### Revenue

The Town receives revenues for providing fire services through a Fire Fund Property Tax Assessment. Revenues are also obtained from Fire Inspection Fees and other miscellaneous revenue streams. The table below is a summary of the revenues that are attributable to the Fire Department.

Lauderdale-By-The-Sea Fire Department Revenue

| Line Item | 2018 Actual | 2019 Actual | 2020 Budget |
|---|---|---|---|
| Fire Assessment | $1,053,027 | $1,051,761 | $1,033,754 |
| Fire Inspection Fees | $33,042 | $33,732 | $33,000 |
| Miscellaneous Revenue | $0 | $0 | $2,000 |
| Transfer from General Fund | $26,800 | $26,800 | $13,000 |
| **Total Revenues** | **$1,112,869** | **$1,112,293** | **$1,313,147** |

### Expenditures

The following table is a summary of the operating expenditures for the Fire Department.

**Lauderdale-By-The-Sea Fire Department Expenditures**

| Line Item | 2018 Actual | 2019 Actual | 2020 Budget | 2021 Budget |
|---|---|---|---|---|
| Pension | $0 | $21,093 | $6,000 | $6,000 |
| Professional Services | $16,713 | $4,051 | $10,000 | $69,500 |
| Audit Expense | $6,000 | $7,000 | $7,000 | $8,000 |
| Contractual Services | $806,819 | $787,697 | $849,106 | $888,619 |
| Building Maintenance | $3,348 | $12,172 | $0 | $250 |
| Operating Expenses | $0 | $205 | $0 | $0 |
| Capital – Building Improvement | $6,885 | $5,707 | $369,041 | $21,777 |
| Capital – Equipment and Machinery | $208,583 | $57,413 | $0 | $0 |
| Capital – Vehicles | $0 | $0 | $50,000 | $50,000 |
| Transfer – General Fund | $22,000 | $22,000 | $22,000 | $22,000 |
| Transfer – Vehicle/Equipment Reserve | $0 | $0 | $0 | $0 |
| **Total Expenditures** | **$1,070,348** | **$917,338** | **$1,313,147** | **$1,066,146** |

As illustrated, contract services for the Volunteer Fire Department is the largest operating expenditure, accounting for approximately 83.3% of operating expenditures in the 2021 budget. This is the amount the Town compensates the VFD for providing the contractually required services. Payments are made monthly by the Town to the VFD.

# Emergency Operations

In this chapter the background and analysis are provided for those strategic initiatives and goals for the emergency operations of the Fire Department. The section begins with an overview of why a rapid response is necessary for the mitigation of various types of emergencies. It continues with discussion on the currently accepted national best practices for emergency response by a fire department. Following that information is analysis of the data related to the performance of the Broward County Sheriff's Office related to processing emergency calls and then how well the LBTS VFD is performing against standards for both turnout and travel times. The section concludes with examination of how the regional response system in Broward County supports the efforts of the VFD to include the use of closest unit response by the emergency dispatch center.

## Necessity of Rapid Response

In making decisions about the emergency services system, it is important to understand the science behind the location of resources, the deployment strategies of those resources and other factors necessary to form an effective emergency services system. For many years, the Insurance Services Office (ISO) had set the standard for deployment through their Public Protection Classification system. This system was designed to provide insurers a basis for setting insurance rates to limit their exposure to large losses and catastrophic events. While these efforts provided a good starting point, there is much more for the leadership to know while making decisions about the emergency services in Lauderdale-By-The-Sea.

Nationally, a great deal of effort and research has been put into developing performance objectives for the delivery of fire and emergency medical services. This effort is critical for local governments making decisions about deployment and location of emergency resources. The objectives promoted for Fire/Rescue and EMS providers have their basis derived from research that has been conducted in these two critical issues:

- What is the key point in a fire's "life" for gaining control of the blaze while minimizing the impact on the structure of origin and on those structures around it?
- What is the impact of the passage of time on survivability for victims of cardiac arrest?

### Emergency Medical Services

Emergency medical services (EMS) are a significant part of the emergency services system. Not only are these types of calls rising but they are also wide ranging in terms of the types of service calls. Emergency medical response systems must account for this

variability and ensure appropriate care is provided in a timely manner. In Lauderdale-By-The-Sea, the volunteer fire department provides first responder services while the transport of patients is handled by American Medical Response (AMR) through a contract with the Town.

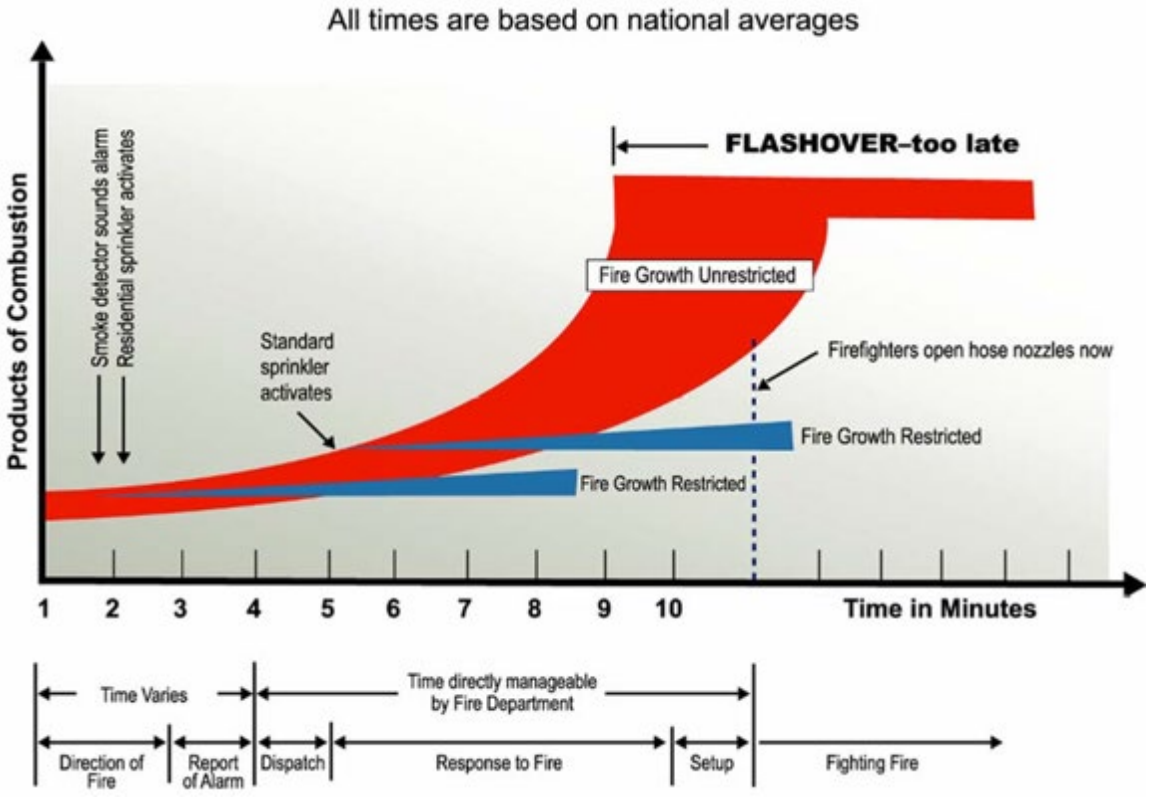
While the demand for services in EMS is wide ranging, the survival rates for full arrests are often utilized as benchmarks for response time standards as they are more readily evaluated because of the ease in defining patient outcomes (a patient either survives or does not). This research results in the recommended objective of provision of basic life support (BLS) within 4-minutes of notification and the provision of advanced life support (ALS) within 8 minutes of notification. These standards are consistent with the American Heart Association who states that brain and permanent death starts to occur in 4 to 6 minutes following cardiac arrest.

Considering the response time continuum, the response time goal for emergency services is to provide BLS within 6 minutes of the onset of the incident (including detection, dispatch, and travel time) and ALS within 10 minutes. This is often used as the foundation for a two-tier system where fire or other resources function as first responders with additional (ALS) assistance provided by responding ambulance units and personnel.

### Fire Suppression Services

The goal of fire suppression systems is to save lives and minimize property damage. Every structure fire goes through the same process of development. The growth of that fire is dependent on many factors including fuel loads, the types of materials, and the area involved to name a few items. There is one point, "flashover", that is identifiable and serves as a benchmark for the response of resources.

The following chart illustrates the traditional "flashover" curve for interior structure fires. The point in time represented by the occurrence of "flashover" is critical because it defines when all the contents of a room become involved in the fire. Once this occurs, the space becomes untenable for firefighters and un-survivable for any occupants. With the rapid expansion of the fire, there is additional risk to other areas of the structure and potentially to any structures or wildland areas surrounding the original location of the fire.




Note that this illustration depicts a fire from the moment of inception – not from the moment that a fire is detected or reported. This demonstrates the importance of early detection and fast reporting as well as rapid dispatch of responding units. This also shows the critical need for a rapid (and sufficiently staffed) initial response – by quickly initiating the attack on a fire, "flashover" can be averted.

It should be noted that not every fire will reach flashover – and that not every fire will "wait" for the 8-minute mark to reach flashover. In fact, research conducted in 2010 by the Underwriter Laboratories determined the increased use of synthetic materials in the home has created faster flashover times to less than 4 minutes in some of their tests. Modern home furnishings made of foam, plastics, or other petroleum-based products have increased the available fuel load for a fire. Additionally, construction techniques and components have increased the efficiency of our homes but has added a new dimension to fire growth.

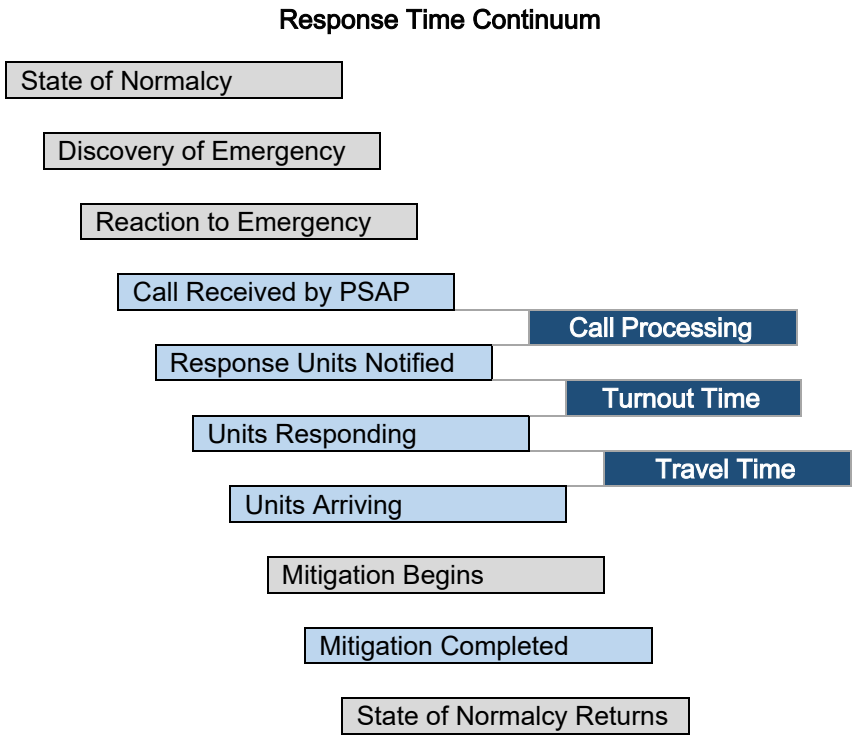
## National Best Practices

The expression of response time has changed. In years past, the measurement was expressed as an average of time. This essentially represents how the system or department is performing 50% ofthe time and is not a true reflection of how a department

is performing. With the research that has been performed in developing performance standards and practices the use of fractal time has become the best practice in the measurement and presentation of response time components. Fractal response time measures how often (as a percent of calls) a department can perform within each response time component. The National Fire Protection Association (NFPA) and the Center for Public Safety Excellence (CPSE) use the 90$^{th}$ percentile as the standard to meet for benchmark and baseline criteria. Benchmark measurements are described as the industry best practice. Baseline measurements are described as the actual performance of the organization.

## Response Time

Response time to an emergency or call for assistance has been broken down into measurable and non-measurable segments. The response time continuum begins when the state of normalcy changes to a recognizable emergency. The cascade of events that occurs once an emergency starts or is recognized is illustrated in the following chart. Those highlighted points represent hard data or that which is quantitative versus soft data or that which is subjective and unknown.




The highlighted points in the chart above represent three segments that can be used for evaluation: call processing, turnout time, and travel time. Each of these components represent a different point in the response time continuum and through their measurement, evaluation areas for improvement can be identified. Below are the definitions for the three components:

- Call Processing is defined as beginning when the call taker answers the call and ends with the dispatching of appropriate emergency services.
- Turnout Time is defined as beginning when the emergency service receives the call and is on the apparatus responding (wheels rolling) to the call.
- Travel Time is defined as beginning when the apparatus and personnel begin the response (wheels rolling) and ends once on location of the emergency (wheels stopped).

There are four nationally recognized models used to measure performance of the fire protection system and each have their own set of performance measurements based on different aspects of the community served.

- NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments last published in 2020.

- NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments last published in 2020.
- Center for Public Safety Excellence (CPSE) Fire and Emergency Service Self-Assessment Manual last published in 2015 and Community Risk Assessment and Standard of Cover last published in 2016.
- Insurance Services Office (ISO) updated their Fire Suppression Rating Schedule in 2012 to allow the systematic performance evaluation of responses for their distribution and concentration ratings.

Locally, the Town can set desired performance levels which should be in the baseline to benchmark range and are generally based on three to five years of data.

## Community Emergency Service Standards

As noted previously there are four nationally recognized models to use to design and improve a fire protection system in our communities. Each m odel is based on different aspects of a community from population density, the type of fire department and the road miles in the area.

The applicability for the NFPA models is based on the definitions of the fire department servicing the community.

NFPA 1 710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations and Special Operations to the Public by Career Fire Departments was last published in 2020. It defines a career fire department as one that utiliz es full -time or full -time equivalent (FTE) station -based personnel immediately available to comprise at least 50 percent of an initial full alarm assignment.

NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency M edical Operations, and Special Operations to the Public by Volunteer Fire Departments was last published in 2020.

- Defines a combination fire department as one having emergency service personnel comprising less than 85 percent majority of either volunteer o r career membership.
- Defines a volunteer fire department as one having volunteer emergency service personnel comprising 85 percent or greater of its department membership.
- Defines four demographic components based on population density as urban, suburban, rural, and remote.

ISO continues to use their standard 1.5-mile and 2.5-mile criteria for engine company and ladder company placement. Although they now accept a systematic performance evaluation that demonstrates the department can meet the time constraints outlined in NFPA 1710.

The Center for Public Safety Excellence (CPSE) had previously defined benchmark and baseline response times for each of the three components. They have since determined they are not a standard making organization and decided to leave the establishment of benchmark performance standards to others. However, their body of work is significant and has been and continues to be used by numerous communities across the country. Their performance objectives were based on population density demographics.

By definition, NFPA 1720 is the applicable fire protection model for Lauderdale-By-The-Sea. Additionally, ISO and the CPSE provide additional performance objectives for the Town in the delivery of fire protection services. While NFPA 1710 does not apply to the Town, Appendix A contained in NFPA 1710 provides supplementary information and background as it pertains to service delivery objectives for the Town as follows:

> "There can be incidents or areas where the response criteria are affected by circumstances such as response personnel who are not on duty, unstaffed fire station facilities, natural barriers, traffic congestion, insufficient water supply, and density of population or property. The reduced level of service should be documented in the written organizational statement by the percentage of incidents and geographical areas for which the total response time criteria are achieved.
>
> Additional service delivery performance objectives should be established by the AHJ for occupancies other than those identified within the standard for benchmark single-family dwellings. Factors to be considered include specific response areas (i.e., suburban, rural, and wilderness) and occupancy hazards."

This passage acknowledges the authority having jurisdiction (AHJ), in this case the Town of Lauderdale-By-The-Sea, is responsible for determining the level of service to be provided by the Volunteer Fire Department. Considerations for the level of service include, but are not limited to, the manner in which the fire department responds, travel time, staffing, emergency calls versus non-emergency calls, roadways, financial resources, and those calls involving different occupancies. The levels of service provided to the Town should be written and documented so the residents of the Town know and understand the expectations of the fire protection system.

## Current System Performance

To evaluate the current performance of the emergency response of the Fire Department, Computer aided dispatch (CAD) data was obtained from the Broward County Sheriff's Office for the previous three (3) years. Only emergency calls, those with an immediate threat to life or property were evaluated to assess the performance of the emergency communications system and Volunteer Fire Department.

## Call Processing Performance of the BSO

### Performance Standards

NFPA 1221 Standard for the Installation, Maintenance and Use of Emergency Services Communications Systems (2019 edition) establishes the call processing benchmark performance objectives as outlined in the following chart.

**NFPA 1221 Time Requirements**

| Component | Target | Performance |
|---|---|---|
| Calls Answered | Within 15 seconds | 90% |
| | Within 20 seconds | 95% |
| Call Processing | Within 60 seconds | 90% |
| Call Processing for:<br>* EMD<br>* Language Translation<br>* TTY/TDD Device Services<br>* Hazardous Materials<br>* Technical Rescue<br>* Text Message<br>* Unable to Determine Location | Exempt from the call processing time requirements. | |

NFPA 1710 provides the following for call processing benchmark performance objectives which are slightly different than NFPA 1221.

**NFPA 1710 Alarm Handling Time Requirements**

| Component | Target | Performance |
|---|---|---|
| Calls Answered | Within 15 seconds | 95% |
| | Within 40 seconds | 99% |
| Call Processing | Within 64 seconds | 90% |
| | Within 106 seconds | 95% |
| Call Processing for:<br>* EMD<br>* Language Translation<br>* TTY/TDD Device Services<br>* Hazardous Materials<br>* Technical Rescue<br>* Text Message<br>* Unable to Determine Location | Within 90 seconds (90% of the time and within 120 seconds 99% of the time. | |

CPSE uses the 60 second call processing time benchmark performance objective as outlined in NFPA 1221 for their requirements.

## System Performance

The Broward County Sheriff's Office provides dispatch services for the Lauderdale-By-The-Sea Volunteer Fire Department. This is a collaboration between multiple municipalities in the county that reduces the duplication of services through an Interlocal Agreement between Broward County and the Town for participation in the Consolidated Regional E-911 Communications System. The Town of and Volunteer Fire Department do not have direct control of the performance of the dispatch center however, the dispatch center does have an impact on the response time continuum and is shown here for purposes of evaluation and performance measurement. The following table illustrates the baseline performance for the past three years as compared to the benchmark performance objective of sixty seconds.

**Lauderdale-By-The-Sea Volunteer Fire Department**

| All Emergency Calls - 90th Percentile Times | | 2018 - 2020 | 2018 | 2019 | 2020 | Benchmark |
|---|---|---|---|---|---|---|
| Call Processing | Pick-up to Dispatch | 1:18 | 1:14 | 1:31 | 2:22 | 1:00 |

The calls evaluated are only those calls in Lauderdale-By-The-Sea. The baseline time over the past three years is 1 minute 18 seconds which is 18 seconds over the benchmark performance objective as described in NFPA 1221.

## Turnout Time Performance of the VFD

### Performance Standards

Turnout time is a measurable time segment that begins when the emergency service receives the call and ends with the apparatus responding (wheels rolling) to the call. The following table provides a comparison between NFPA 1710 and Lauderdale-By-The-Sea VFD performance objectives.

**Turnout Time – Performance Objectives**

| Call Type | Benchmark NFPA 1710 | Baseline LBTSVFD |
|---|---|---|
| Emergency Medical Calls | 60 seconds or less 90% of the time | 60 seconds or less 90% of the time |
| Fire or Special Operations Calls | 80 seconds or less 90% of the time | 80 seconds or less 90% of the time |

By definition, NFPA 1710 is applicable to those departments that rely on career personnel for providing fire services.

### System Performance

The following table illustrates the performance of turnout times for the past three years as compared to the benchmark and baseline performance objectives of sixty seconds for medical calls and the benchmark performance objective of eighty seconds and baseline performance objective for fire or special operations calls.

**Lauderdale-By-The-Sea Volunteer Fire Department Turnout Times**

| All Emergency Calls - 90th Percentile Times | 2018 - 2020 | 2018 | 2019 | 2020 | Benchmark |
|---|---|---|---|---|---|
| Emergency Calls | 3:06 | 3:58 | 2:47 | 3:34 | 1:20 |

The baseline time shown is the 90th fractal time for all emergency calls. As shown, the performance over the past three years is 1 minute 46 seconds over the benchmark goal of 1 minute 20 seconds.

## Travel Time Performance of the VFD

Distribution of resources is the measure of getting initial resources to an emergency to begin mitigation efforts. It has also been described as the speed at which the first unit arrives at the emergency. The models measure this in a variety of ways including percentage of square miles, percentage of road miles and travel time. With the advent of

GIS technology and improved computer aided dispatch (CAD) systems, the use of actual travel time is another more accurate measure for the distribution of resources.

## Performance Standards

Travel time is a measurable time segment that begins when the apparatus and personnel begin the response (wheels rolling) and ends once on location of the emergency (wheels stopped). It is the most appropriate measurement available for the distribution of resources and has a proven record of developing successful deployment of resources.

The following table provides a comparison between the two models for benchmark performance objectives.

| Demand Zone | Population Density | NFPA 1710 | NFPA 1720 | CPSE |
|---|---|---|---|---|
| Urban | Greater than 1,000 per sq. mile | 4 minutes or less 90% of the time | 9 minutes or less 90% of the time | 4 minutes or less 90% of the time |
| Suburban | 500 - 1,000 per sq. mile | 4 minutes or less 90% of the time | 10 minutes or less 80% of the time | 5 minutes or less 90% of the time |
| Rural Area | Less than 500 per sq. mile | 4 minutes or less 90% of the time | 14 minutes or less 90% of the time | 10 minutes or less 90% of the time |

Lauderdale-By-The-Sea has a population density of 7,598 people per square mile. As noted, Lauderdale-By-The-Sea fits the urban demographic and the 4-minute travel time benchmark performance objective using NFPA 1710, which is 2 minutes 3 seconds shorter than performance over the past 3-years. For NFPA 1720, the benchmark time is 9 minutes, which is 2 minutes 57 seconds longer than the performance of the Volunteer Fire Department the past 3-years. The following table illustrates the baseline performance for the past three years for travel time as compared to the benchmark performance objectives.

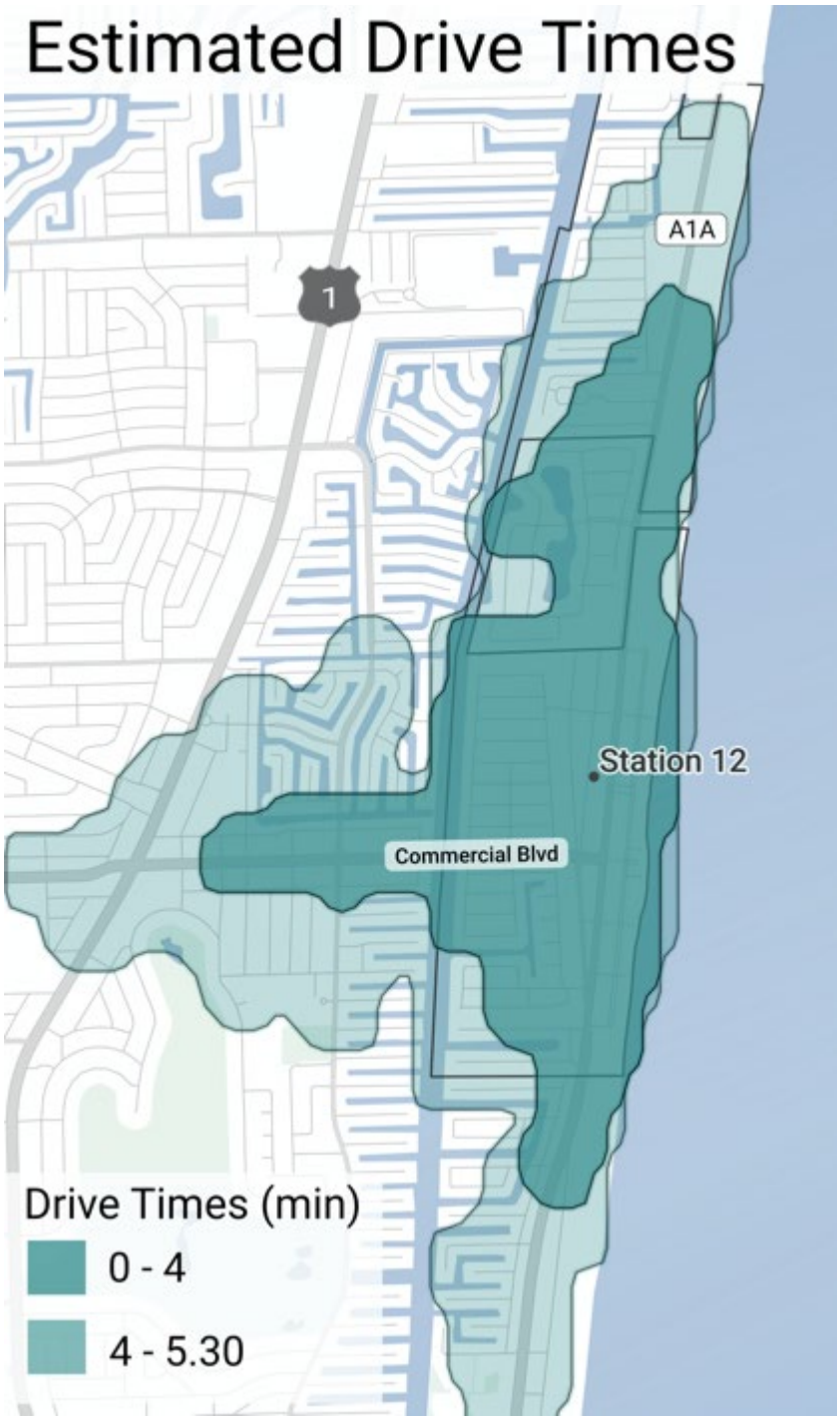
**Lauderdale-By-The-Sea Volunteer Fire Department Travel Times**

| All Emergency Calls - 90th Percentile Times | | | 2018 - 2020 | 2018 | 2019 | 2020 | Benchmark |
|---|---|---|---|---|---|---|---|
| Travel Time | 1st Unit Distribution | Urban | 6:03 | 6:06 | 6:17 | 5:47 | 4:00/9:00 |

The baseline is the 90th fractal time for emergency calls. In this illustration the Fire Department is over the urban benchmark performance objective by 57 seconds over the past three years according to NFPA 1710 standards, but below the nine (9) minute standard of NFPA 1720. According to the current contract for services with the Town, the

Volunteer Fire Department is required to respond within 9 minutes 90% of the time to all emergency fire rescue calls.

The following map provides a spatial view of the travel time performance using the Lauderdale-By-The-Sea fire station location as a starting point. Any mutual aid from Pompano Beach or Fort Lauderdale is not illustrated as this is expected to provide an evaluation of the Lauderdale-By-The-Sea staffed resources. The drive time isochrones are generated using a digital road network with existing speed limits, traffic laws, and a general pattern of traffic flow factored into the equation.




From the fire station most of the Town of Lauderdale-By-The-Sea is within the 4-minute travel time performance benchmark. The entire Town, with the exception of the extreme northwest corner, is reachable in 5 minutes 30 seconds.

### Total Response Time

The Town has established a performance objective for the total response time to 90% of emergency calls for service in the contract with the VFD. This section calls for 90% of emergency calls to be "responded" to within 9 minutes 90% of the time. It is unclear what is meant by the term respond but based on best practices this could include the total response to include both turnout time and travel time to emergency incidents.

**Lauderdale-By-The-Sea VFD turnout and travel time performance**

| All Emergency Calls - 90th Percentile Times | | | 2018 - 2020 | 2018 | 2019 | 2020 |
|---|---|---|---|---|---|---|
| Total Response | 1st Unit Distribution | All Calls | 9:09 | 10:04 | 9:04 | 9:21 |

The calls evaluated are only those in Lauderdale-By-The-Sea. As shown, for emergency calls the performance over the past three years is 9 seconds over the response time goal set out in the contract . It is important to note the total response time allows for some divergence between the travel time and turnout time. In some instances, the units may be enroute to the call before the enroute time is physically captured by the emergency communications cen ter. This would extend the turnout time and shorten the travel time. In this manner the total time is captured and provides a clearer view of the response time continuum and a view of what the caller experiences.When you examine the cause of the overage in response, turnout times are 1 minute and 46 seconds over the benchmark performance goal of 1 minute 20 seconds 90% of the time. Improvements to turnout times will easily bring the total response time under the overall response time goal.

## Concentration of Resources

Concentration is generally described as the ability of the fire protection system to get the appropriate number of personnel and resources to the scene of an emergency within a prescribed time to effectively mitigate the incident. As such there are several parts to this component; the arrival of the second fire suppression unit; defining and establishing an effective response force; and the travel time for the first alarm assignment to arrive at the incident.

### Performance standards

As noted, thereare three segments to concentration, the first segment is the arrival of the second fire suppression unit, the second segment involves the travel time and number of

personnel. Again, these three segments represent the most appropriate measurement available for the concentration of resources.

There are two travel time components included in the concentration segment. The first is the travel time for the second arriving apparatus and the second is the balance of the first alarm assignment. The table that follows illustrates the differing viewpoints for the travel time of the second arriving unit.

**Second Arriving Unit – Travel Time Benchmark Performance Objectives**

| Demand Zone | Demographics | NFPA 1710 | CPSE |
|---|---|---|---|
| Urban | Greater than 1,000 per sq. mile | 6 minutes or less 90% of the time | 8 minutes or less 90% of the time |
| Suburban | 500 - 1,000 per sq. mile | 6 minutes or less 90% of the time | 8 minutes or less 90% of the time |
| Rural Area | Less than 500 per sq. mile | 6 minutes or less 90% of the time | 14 minutes or less 90% of the time |

NFPA 1710 and CPSE have time standards for the second arriving apparatus. There is no arrival time performance objective established for the second arriving unit in Lauderdale-By-The-Sea. This is acceptable as the second unit will typically be an apparatus staffed by volunteers responding from home or apparatus responding from an automatic or mutual aid agency and there is no control over these times as they are dependent on the location of the responders. The next table illustrates the travel time objectives for the first alarm assignment.

**First Alarm Assignment – Travel Time Benchmark Performance Objectives**

| Demand Zone | Demographics | NFPA 1710 | CPSE |
|---|---|---|---|
| Urban | Greater than 1,000 per sq. mile | 8 minutes or less 90% of the time | 8 minutes or less 90% of the time |
| Suburban | 500 - 1,000 per sq. mile | 8 minutes or less 90% of the time | 10 minutes or less 90% of the time |
| Rural Area | Less than 500 per sq. mile | 8 minutes or less 90% of the time | 14 minutes or less 90% of the time |

In this table there are a couple of notable items. NFPA 1710 applies the same travel time for all demographics. CPSE addresses the first alarm assignment by demographic and the stated time is measured from the time the unit goes enroute until arrival at the scene.

## Regional Response System

The third part of the concentration section concerns the number of personnel arriving with the first alarm assignment. There are several tasks, which must occur simultaneously to adequately combat different types of fires. The absence of adequate personnel to perform these tasks requires each task to be prioritized and completed in

chronological order. These fire ground tasks include command, scene safety, search and rescue, water supply, fire attack, pump operations, ventilation, back up, and rapid intervention.

An initial full alarm assignment should be able to provide personnel to accomplish the following tasks:

- Establish incident command outside of the hazard area. This will allow coordination and direction of the incoming emergency response personnel and apparatus. A minimum of one person should be dedicated to this task.
- Establish an uninterrupted water supply of at least 400 gallons per minute for 30 minutes. Once established the supply line can be maintained by the pump operator to ensure uninterrupted water supply. A minimum of one person is assigned to this task that can then assume support role.
- Establish an effective water flow rate of 300 gallons per minute. This will be supplied to a minimum of two hand lines each operating at a minimum flow of 100 gallons per minute. Each hand line must have two individuals assigned with one serving as the attack line and the other as a back-up line.
- Provision of one support person to handle the hydrant hookup, utility control, forcible entry, and assist in deploying fire hose lines.
- Establish a search and rescue team. Each team will consist of a minimum of two.
- Establish a ventilation team. Each team will consist of a minimum of two personnel.
- Establish an initial rapid intervention team (RIT). Each RIT team shall consist of a minimum of two properly trained and equipped personnel.

Critical tasking will vary depending on the size, complexity and nature of the incident. The Center for Public Safety Excellence (CPSE) provides a suggestive list of tasks that need to be completed at a fire situation based on the risk. A similar list is provided within the NFPA 1710 document. The CPSE analysis, from the 8th edition, is summarized in the table below showing the minimum required personnel to mitigate the initial emergency response requirements by occupancy risk:

**Critical Tasks for the Effective and Efficient Control of Structural Fires**

| Critical Task | Maximum Risk | High Risk | Moderate Risk | Low Risk |
|---|---|---|---|---|
| Attack Line | 4 | 4 | 4 | 2 |
| Search and Rescue | 4 | 2 | 2 | 0 |
| Ventilation | 4 | 2 | 2 | 0 |
| Backup Line | 2 | 2 | 2 | 2 |
| Rapid Intervention | 2 | 2 | 2 | 0 |
| Pump Operator | 1 | 1 | 1 | 1 |
| Water Supply | 1* | 1* | 1* | 1* |
| Support (Utilities) | 1* | 1* | 1* | 1* |
| Command | 1 | 1 | 1 | 1 |
| Safety Officer | 1 | 1 | 1 | 1 |
| Salvage/Overhaul | 2 | 0 | 0** | 0 |
| Command Aid | 1 | 1 | 0 | 0 |
| Operations Chief | 1 | 1 | 0 | 0 |
| Logistics | 1 | 0 | 0 | 0 |
| Planning | 1 | 0 | 0 | 0 |
| Staging Officer | 1 | 1 | 0 | 0 |
| Rehabilitation | 1 | 1 | 0 | 0 |
| Division Supervisors | 2 | 1 | 0 | 0 |
| High-rise Evacuation | 10 | 0 | 0 | 0 |
| Stairwell Support | 10 | 0 | 0 | 0 |
| **Total Personnel** | **50-51** | **21-22** | **16 – 17** | **8-9** |

*Tasks can be performed by the same individual **Task can be performed by the attack crew

It is incumbent upon the fire department to have a response plan in place to ensure enough personnel are on scene to accomplish the stated critical tasks in a timely fashion. Structure fires are very labor-intensive incidents with any number of factors, such as weather, making the task that much more difficult.

The Lauderdale-By-The-Sea VFD is in District 12 of the Broward County Consolidated Mutual Fire, Rescue, Emergency or Disaster Interlocal Agreement. This regional response plan has a well-developed system for ensuring an effective response force can arrive in a timely manner to critical incidents occurring in the Town. The system also utilizes a closest unit response system to ensure the closest appropriate unit is dispatched to the emergency regardless of jurisdiction.

This agreement allows the signature municipalities to request personnel, apparatus, or equipment from the other signatory municipalities in the event of firefighting, rescue, emergency or disaster events which cause demands greater than the capacity and resources of the municipality. Municipalities in this agreement include:

| | | |
|---|---|---|
| Cooper City | Coral Springs | Dania |
| Davie | Deerfield Beach | Fort Lauderdale |
| Hallandale | Hollywood | Lauderdale-By-The-Sea |
| Lauderhill | Lighthouse Point | Oakland Park |
| Pompano Beach | Port Everglades | Sunrise |
| Tamarac | Wilton Manors | |

The following table illustrates the resources available to the LBTS VFD by alarm assignment as part of the District 12 regional response plan.

| Order | Engines | Aerials | Rescues | Chiefs |
|---|---|---|---|---|
| 1 | Ft. Lauderdale | Ft. Lauderdale | Ft. Lauderdale | Ft. Lauderdale |
| 2 | Pompano Beach | Pompano Beach | Pompano Beach | Pompano Beach |
| 3 | Oakland Park | Deerfield Beach | Oakland Park | Oakland Park |
| 4 | Lighthouse Point | Tamarac | Lighthouse Point | Deerfield Beach |
| 5 | Deerfield Beach | Lauderhill | Deerfield Beach | BSO |
| 6 | Tamarac | Sunrise | Tamarac | |
| 7 | BSO | Plantation | BSO | |
| 8 | Sunrise | Hollywood | | |
| 9 | Coral Springs | | | |

This system is working well and should continue in providing critical emergency assistance in the Town when the scale of an emergency exceeds the staffing and response capabilities of the VFD.

Adding to the critical tasks and staffing issues is the OSHA requirement of two in – two out in regulation 1910.134(g)(4). These regulations state that if entry into an Immediately Dangerous to Life and Health (IDLH) atmosphere is necessary, two firefighters must enter together and remain in contact with each other. In addition, there must be two firefighters located outside the IDLH atmosphere for potential rescue if needed. This is a mandatory requirement.

The concept of an effective response force carries through for other responses by the volunteer fire department. The tables below outline the critical tasks for an effective response force for those responses.

**Critical Tasks for Hazardous Materials**

| Critical Task | High Risk | Low Risk |
|---|---|---|
| Command/Safety | 2 | 1 |
| Liaison | 1 | 1 |
| Decontamination | 4 | 4 |
| Research Support | 2 | 1 |
| Team Leader, Entry Team, Backup Team | 6 | 6 |
| **Total Personnel** | **15** | **13** |

**Critical Tasks for Technical Rescue Incidents**

| Critical Task | Swift Water | High/Low Angle | Confined Space | Trench |
|---|---|---|---|---|
| Command/Safety | 1 | 1 | 2 | 2 |
| Rescue Team | 3 | 2 | 2 | 2 |
| Backup Team | 2 | 2 | 2 | 2 |
| Patient Care | 2 | 2 | 2 | 3 |
| Rope Tender | 2 | 0 | 0 | 0 |
| Upstream Spotter | 2 | 0 | 0 | 0 |
| Downstream Safety | 2 | 0 | 0 | 0 |
| Rigger | 0 | 1 | 1 | 0 |
| Attendant | 0 | 1 | 1 | 0 |
| Ground Support | 0 | 4 | 4 | 0 |
| Edge Person | 0 | 1 | 0 | 0 |
| Shoring | 0 | 0 | 0 | 5 |
| **Total Personnel** | **14** | **14** | **14** | **14** |

The previous tables illustrate the needs for a sampling of hazardous materials and technical rescue incidents as there are numerous others, such as elevator rescues which are a common occurrence in the Town. Each of the technical rescue incidents will require similar numbers of personnel or more depending on the complexity of the incident. Further, many of the positions require personnel to be certified in those positions or that particular discipline.

As with the fire protection system, an effective response force is needed for the effective and efficient delivery of emergency medical services. A task analysis for emergency medical calls analyzes three different types of calls or patient conditions. These three types of calls usually require the most effort on the part of the response team, which is why there are occasions when LBTS VFD responds to assist AMR on medical calls. Other calls or patient types can generally be handled with two or three personnel. Many times, especially in trauma calls, there are multiple patients. The table below outlines the tasks for handling these critical patients and the number of responders it may require for a successful outcome. It is important to note that some tasks are accomplished by the same personnel, so the total is not simple addition of the positions noted.

**Critical Tasks for Effective Patient Care**

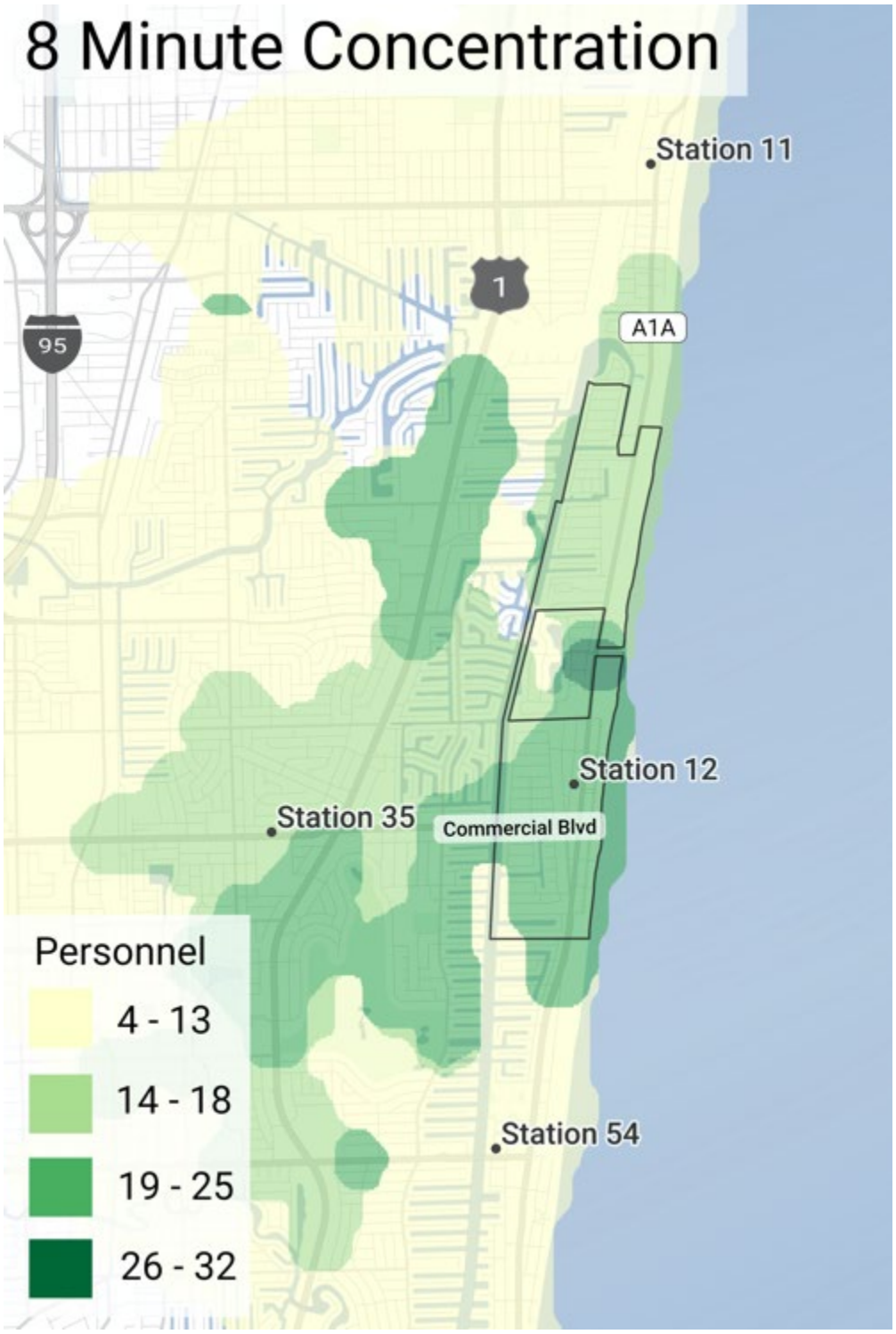
| Critical Task | Cardiac Arrest | Stroke | Multi-System Trauma |
|---|---|---|---|
| Patient Assessment | 2 per patient | 2 per patient | 2 per patient |
| Airway Management/Intubation | 2 per patient | 2 per patient | 2 per patient |
| Cardiac Defibrillation | 1 | N/A | N/A |
| CPR | 1 | N/A | N/A |
| EKG Monitoring | 1 | 1 | 1 |
| IV/Pharmacology | 1 | 1 | 1 |
| Splint/Bandage/Immobilization | N/A | N/A | 1 |
| Patient Lifting/Packaging | 2 – 4 | 2 – 4 | 2 – 4 |
| Medical Information Collection | 1 | 1 | 1 |
| **Total per Patient** | **6 - 8** | **5 - 7** | **6 - 8** |

Based on the staffing model in Lauderdale-By-The-Sea, the current system provides two personnel on basic life support calls and up to seven (7) personnel on advanced life support calls. This generally provides the number of personnel to those critical calls as outlined in the previous table. Multi-system trauma calls are typically auto accidents or other type of calls that would also receive an engine company with three additional personnel to assist the ambulance crew.

## Department Capabilities

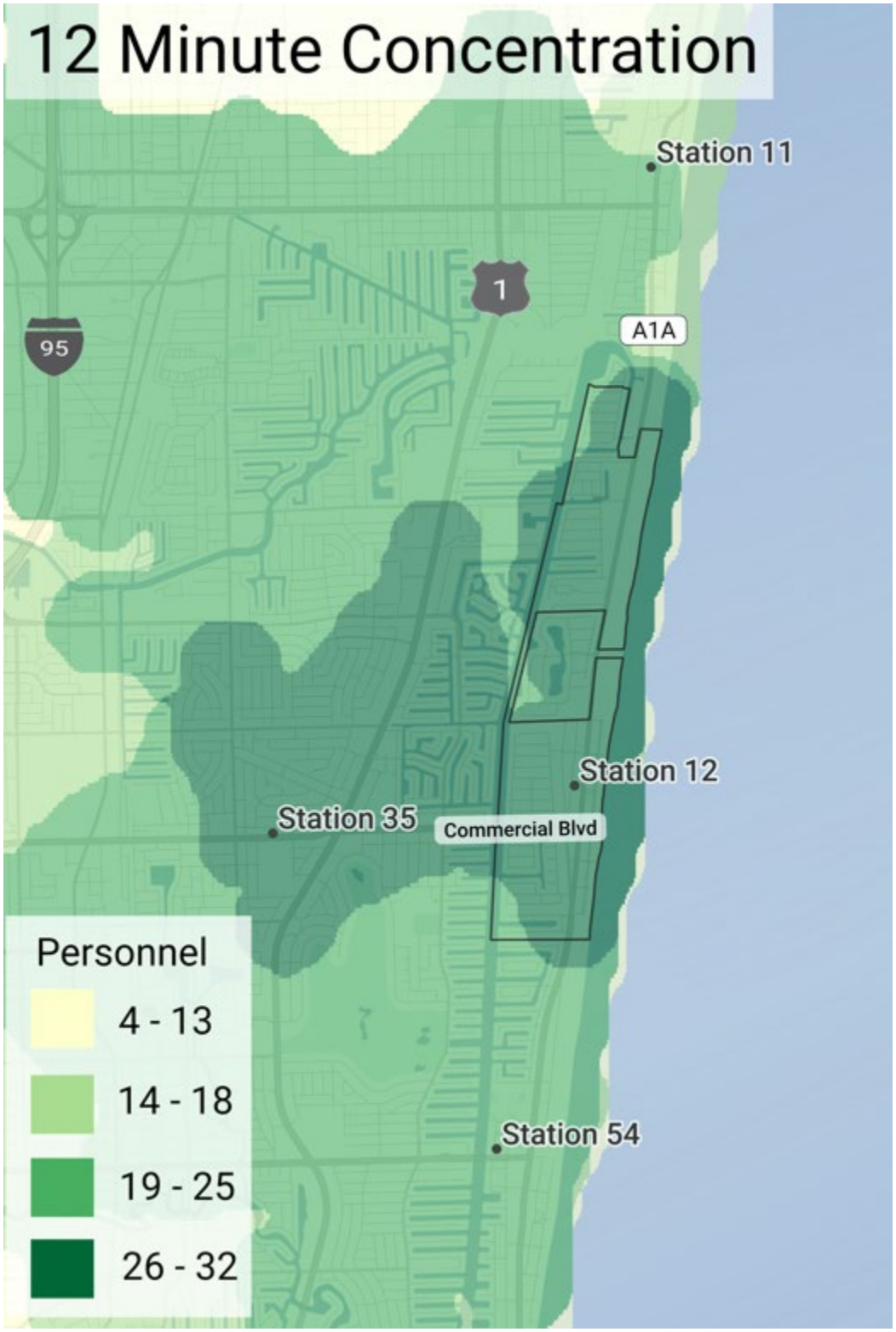
Geographic Information Systems (GIS) technology data was used for the evaluation of resource concentration.

The map that follows illustrates the concentration of resources with an 8-minute urban benchmark travel time based on the LBTS VFD and mutual aid stations for a 1st and 2nd alarm assignment as outlined in the Broward County Mutual Aid Plan for District 12.




This assumes the resources are responding from their respective stations. The northern sections of Lauderdale-By-The-Sea Beach have a range of 14 to 28 personnel and moving south that increases to the range of 19 to 25 personnel. Just north of station 12 is an area that can achieve as many as 26-32 personnel.

The following map illustrates the concentration of resources using a 12-minute travel time that mirrors the travel time using the same stations for emergency response.



As illustrated, the majority of the town, except for the extreme southwestern corner can achieve 26-32 personnel on scene within 10-mutes travel time.

## System Reliability

The concept of distribution and concentration of resources can be influenced by other contributing factors including unit hour utilization and concurrent calls for service.

### Unit Hour Utilization

There are different ways to calculate unit hour utilization. In the private sector the number of transports is used to provide this utilization rate as their focus is profit. For purposes of this report, unit hour utilization is calculated by taking the total hours the unit is committed to an incident divided by the total available hours as the focus is more on the delivery of service and availability for the call volume. Expressed as a percentage, it identifies the amount of time the unit is committed but more importantly the amount of time the unit is available. There is no standard that addresses the unit hour utilization rates for emergency services. There has been some national discussions and data to support a 30% unit hour utilization rate as the upper limit for utilization and the point at which additional resources are needed to support the emergency response system. Using a 24-hour shift as a base, a 30% unit hour utilization rates means the unit is committed approximately 8 hours of the shift. However, within the framework of the 90$^{th}$ percentile performance standards for response time, the amount of available time can have an impact in meeting the response time standard. If utilization rates are too high the units are often unavailable for immediate response and units from another station must respond to service the call. A one size fits all approach does not work well as there are numerous variables in the community. Using 20% unit hour utilization as a point to begin further evaluation of the response system provides the community with the opportunity to address the issue before it becomes critical.

The following tables illustrate the unit hour utilization for the past three years of Engine 12 as it is the first unit dispatched to emergencies by Broward County and staffed 24 hours per day.

Engine 12 Unit Hour Utilization 2020

| Hours Utilized | % of Utilization | Avg. Call Duration |
|---|---|---|
| 180:33:34 | 2.01% | 19:09 |

As illustrated, Engine 12 is utilized approximately 2.01% of the hours it is in service. The engine is not over utilized, nor approaching the threshold where placing an additional unit in service should be considered.

### Recommendations:

- Add a turnout time performance standard of 1 minute 20 seconds 90% of the time to the VFD contract.
- Add a travel time performance standard of 6 minutes 30 seconds 90% of the time to the VFD contract.
- Continue to be a signatory partner on the Broward County Consolidated Mutual Fire, Rescue, Emergency or Disaster Interlocal Agreement.
- Continue to staff a command position and deploy the engine company with a minimum daily staffing of three (3) personnel.

# Organizational Analysis

The design of an organizational structure to best meet the needs of an agency is not only predicated on the traditional command and control within the Fire Department, but also to help define job duties and responsibilities, ensure efficient and effective workflow, establish a reporting hierarchy, and ultimately determine appropriate lines of authority and accountability. To accomplish this, the design of an organizational structure and placement of employees within the organization should be established on key principles that provide the organizational cohesion necessary to accomplish the primary mission of the Department. These principles include:

- **Accountability and responsibility are clearly identified:** The organizational structure must be consistent with the concept that clear lines of authority and decision making are essential for any organization to achieve excellence. Areas of responsibility are clearly delineated, and points of accountability are readily identifiable.
- **Span of control or communication is optimal:** Effective organizations are structured so that lines of communication are identifiable and where there are multiple reporting relationships, responsibility for communication and control are clearly identified and understood.
- **Coordination of Work Efforts:** The organizational structure should facilitate communication and working relationships among staff and work units. Many functions need close or indirect alignment to maximize efficiency and effectiveness. The structure should also provide easy identification of job function to people outside the Department, including other Departments in the Town and other fire service agencies.
- **Degree of Organizational Risk:** This relates to how much risk a function incurs if an activity is not performed or is performed poorly. Risk might involve tactical, financial or political concerns. Generally, higher risk functions have closer management oversight.
- **Supervisor and Management Span of Control:** This relates to whether supervisors are fully devoted to overseeing a select few primary activities or a broader set of duties and responsibilities. Appropriate spans of control are related to both the number of staff directly supervised as well as the complexity of activities overseen.

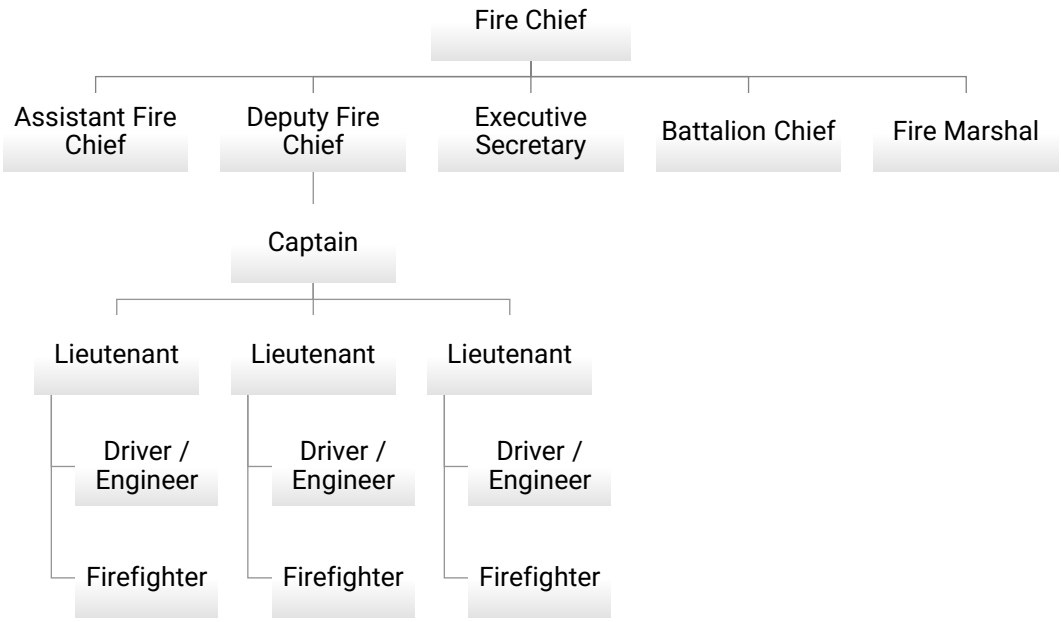
Nationally recognized best practice for span of control in highly technical and professional positions is to limit direct reports typically to five or six positions.

## Organizational Structure

According to Section 3.2 of the Fire Protection and Fire Prevention Services Agreement the LBTS VFD is required to maintain a minimum of one (1) Fire Chief, one (1) Deputy

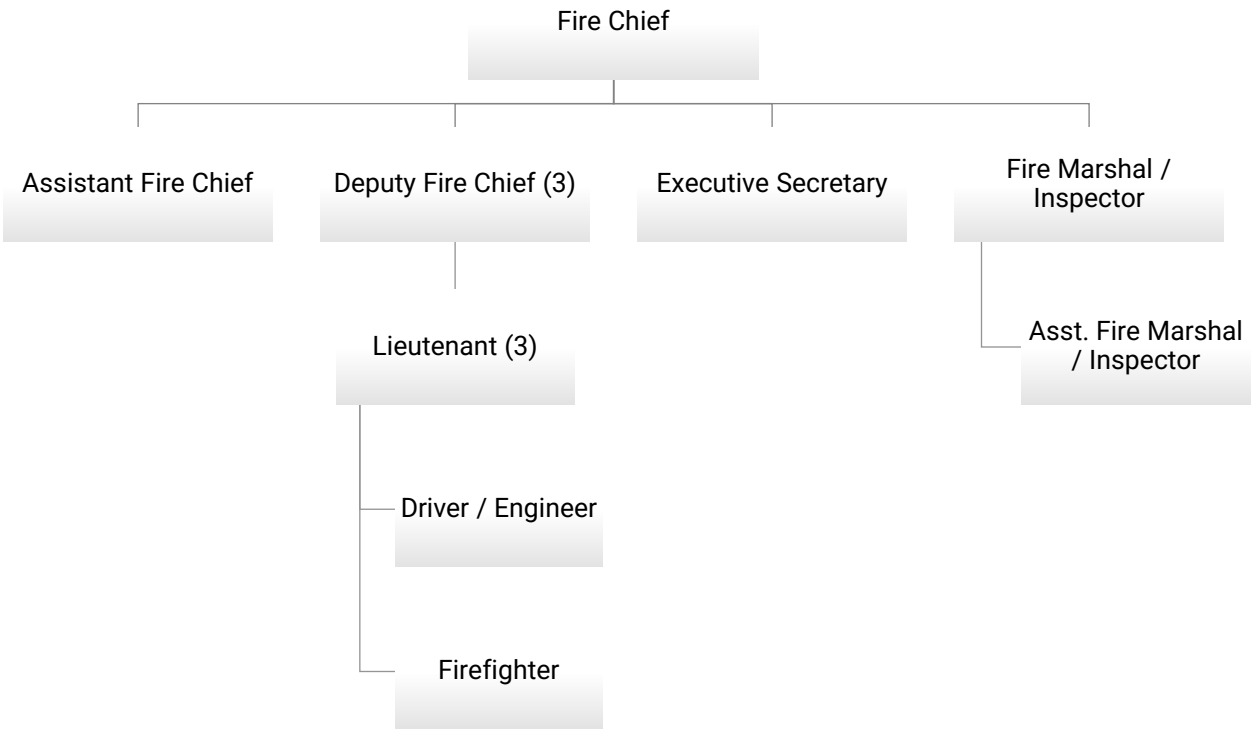
Chief, one (1) Battalion Chief, one (1) Safety Officer, one (1) Fire Inspector, one (1) Training Officer and one (1) Fire Administrator. The following organizational chart illustrates the current organizational structure of the LBTS VFD.

**Lauderdale-By-The-Sea Volunteer Fire Department Organizational Chart**




As illustrated above there are several positions required by the contract that are not included in the organization chart and others that are included that are not mentioned in the agreement. Currently the Assistant Chief is serving as the Training Officer, The Battalion Chief is serving as the Safety Officer and the Fire Marshal is serving as the required Fire Inspector. It is also important to note that the Captain also functions as a Shift Commander in current operations.

The aboveorganizational structure was developed when leadership positions were voted on annually. To clearly represent how the Volunteer Fire Department is operating today, the following organizational structure is recommended.




In this structure it is recommended that each of the Deputy Fire Chiefs be trained to meet the National Fire Academy requirements for an Incident Safety Officer to comply with the Safety Officer requirement. The Captain is upgraded to a Deputy Chief position. This position is already functioning in that role. The Assistant Fire Chief would continue to serve as the primary Training Officer and Information Systems person in the Department. The duties and responsibilities assigned to the personnel would be as follows:

**LBTS VFD Duties and Responsibilities**

| Title | Duties |
|---|---|
| Fire Chief | • Overall Department Leadership<br>• Develops and Manages the Budget<br>• Reviews and Approves Purchases<br>• Develops Apparatus Specifications<br>• Develops and Updates Policies and Procedures |
| Assistant Chief | • Training Development<br>• ISO<br>• Professional Development<br>• Information Systems |
| Deputy Fire Chief -1 | • Fire Operations<br>• Fleet Services<br>• Incident Safety Officer<br>• Incident Commander |
| Executive Secretary | • Administration<br>• Payroll<br>• Human Resources<br>• Town Liaison |
| Deputy Fire Chief - 2 | • Health and Safety<br>• EMS<br>• Mental Health<br>• Incident Safety Officer<br>• Incident Commander |
| Fire Marshal / Assistant Fire Marshal | • Fire Prevention<br>• Public Education<br>• Fire Inspections |
| Deputy Fire Chief -3 | • Logistics<br>• Support Services<br>• Staffing<br>• Ocean Rescue<br>• Incident Safety Officer<br>• Incident Commander |
| Lieutenant | • Training |
| Lieutenant | • Equipment Maintenance |
| Lieutenant | • Fleet Services |

The Fire Chief currently serves in a part-time capacity. There is discussion in the Town as to whether this should become a full-time position in the Department. The main concern is the lack of interaction between the Chief and other critical Town functions. Based on review of the workloads in the Department and how services are currently provided, utilizing a part-time Fire Chief can continue to serve the Town well. The key change needs to be to the contract and defining expectations for the Chief to maximize engagement in the Town during work hours. These will be further discussed in the contract analysis chapter which follows this section of the report.

## Fire Prevention

This section of the report evaluates the effectiveness of the Fire Prevention efforts of the VFD. The importance of effective fire prevention services was brought to public attention with the publishing of America Burning in 1973, and in that report, public education was identified as a major goal for the national fire service. It wasn't until the late 1980's that a few departments became active in the public education and then life safety education became more widespread in latter part of the 1990's. The annual fire loss data clearly illustrates that the increased delivery of these programs along with stricter fire codes has resulted in the reduction of the incidence of fires and life loss due to fire in the country.

The Lauderdale-By-The-Sea Volunteer Fire Department has a well-defined fire prevention program and adheres to several best practices, these include:

- The Town has adopted fire prevention and building codes.
- The Fire Inspector is an employee of the VFD, while the Fire Marshal is paid by Town. Currently both these positions are occupied by the same person.
- All buildings requiring a fire inspection are inspected at least annually for compliance with applicable fire protection laws and local jurisdictional ordinances.
- Engine company personnel are involved in the annual inspection process.
- There is adequate staff with specific expertise to meet the goals and objectives for fire prevention services relative to the community risk of the Town.
- The Fire Marshal is trained in Fire Investigation and has regional support for the investigation of large suspicious fires.

The following table illustrates the workload in Fire Prevention related to annual inspections:

| Inspection Activity | 2018 | 2019 | 2020 |
|---|---|---|---|
| Annual Inspection | 506 | 446 | 441 |
| Re-Inspection | 185 | 32 | 43 |
| Permit Inspection | 233 | 511 | 400 |
| Complaint Inspection | 13 | 8 | 17 |
| Vacation Rental | 0 | 60 | 46 |
| Event | 0 | 1 | 4 |
| Tax Receipt Inspection | 0 | 42 | 33 |
| Vacant Occupancy | 0 | 16 | 17 |
| **Total** | **937** | **1,116** | **1,001** |

As illustrated above, the inspection workload is manageable for a single position in this area of the department. There are opportunities for improvement in Fire Prevention, specifically related to succession planning. There is currently only one person working in

this area of the organization and without effective succession planning and developing personnel to have the required certifications to conduct inspections, fire investigations and public education activities the Department would have difficulty fulfilling fire prevention needs in the event of a vacancy in the Fire Marshal position. The VFD would benefit by training an Assistant Fire Marshal / Inspector that meets the requirements of the Fire Marshal position and fill in during any short or long-term vacancies in the Fire Marshal role.

It is also a best practice to conduct public education programs that target the specific risks, behaviors and audiences identified through analysis of emergency response incident data. Currently the only public education efforts identified are station tours, car seat installations, citizen outreach and smoke detector/fire extinguisher training. The department would benefit from conducting an annual analysis of the causes of emergencies in the Town and developing public education courses to reduce the occurrence of these events. This could include topics such as cooking fire prevention, fall prevention, etc.

### Recommendations

- Change the organizational structure to include one (1) Fire Chief, three (3) Deputy Fire Chiefs, one (1) Assistant Chief of Training, one (1) Fire Marshal/Inspector, one (1) Assistant Fire Marshal/Inspector and one (1) Executive Secretary.
- Develop a succession plan in the Fire Prevention Division to develop personnel to assist in this function.
- Conduct an annual evaluation of emergency calls to determine specific public education topics to mitigate risks present in the Town.

## Training

The Training Division in any fire department is typically considered a major function and is generally responsible for the basic training received by new recruits, as well as the continuing education of the existing workforce. Training programs include fire suppression, emergency medical treatment, hazardous materials, technical rescue, officer development as well as basic perishable skill training. The Department has established minimum training requirements for all positions in the organization.

Continuing education is the major focus of the Training Officer within the Fire Department. The Fire Department places a considerable emphasis on its training program, offering training opportunities through both an online platform and in person classes to ensure all members receive 18 hours of training per month. The Chief works with the Training Officer to develop a monthly training plan. Training sessions are held

Monday and Thursday evening and Saturday morning to maximize the ability of personnel to attend training sessions. Specialized training is conducted through a cooperative agreement with Coral Springs Regional Institute of Public Safety. In 2020 this training included:

- Introduction to LBTS VFD equipment and procedures with skills assessment (2x per year)
- Hose line, high-rise, search and rescue and Rapid Intervention Team operations under smoke and live fire conditions (2x per year)
- Driver Engineer Apparatus Hydraulics
- Driver Engineer Apparatus Operator

In 2020, there were approximately 6,886-man hours of training completed by members of the Department. A review of departmental training records indicated a broad spectrum of topics taken by the membership of the Department, much of which corresponds to the risks found in the Town, such as high-rise operations, ocean rescue, fire alarm systems and rescue and extrication.

The training component of the LBTS VFD generally complies with best practices for an organization of their size and complexity but could benefit from enhancements to the training program. These improvement opportunities include:

- Conducting multi-company evolution training drills with Fort Lauderdale and Pompano Beach to ensure effective performance on high-risk/low frequency events such as high-rise fires.
- Conducting a formal annual evaluation of the training program to ensure the program is in compliance with State regulations and meeting the organizational needs.

### Recommendations

- Work with the Fort Lauderdale and Pompano Beach Fire Departments to conduct annual multi-company training drills on high-risk/low frequency events.
- Continue to offer training options both online and in person to maximize volunteer participation in training programs.
- Conduct an annual evaluation of the training program to ensure it remains in compliance with State regulations and meets the training needs of the members and Department.

# Contractual Review

This section includes the Review of the existing contract and improvement opportunities moving forward with the Town contracting for Fire Services .

## Contract Management and Administration Overview

A review of a contract can be placed in context of several contract management activities that can be summarized by the following graphic:

In brief, an effective contract contains six elements to allow for best-practice contract administration and management. These six elements are inter-related and often overlapping but provide a context in which the efficacy of a contract can be examined. With respect to this engagement, those three items under contract administration are reviewed.

While the assessment of contractual obligations is not intended to offer a legal perspective, our review of the existing contract does allow for the identification of potential areas in which contract enhancements, deletions, or other edits could occur consistent with best practices in contract management, operations, etc. The observations noted are intended to provide feedback which should help strengthen future contracts for Lauderdale-By-The-Sea with respect to emergency service delivery.

## Compliance Monitoring

Compliance monitoring entails three key aspects related to this contract administration area:

- The contract is written such that methods are clearly available to ensure the terms and conditions of the contract are appropriately executed.
- That contract compliance monitoring is regularly performed.
- That upon completing compliance monitoring, it can be determined that the execution of the contract conforms to its intent.

The current contract language has created some level of confusion among different parties as it relates to a key element of its execution. The relevant contract language that leads to misinterpretation is abstracted below:

**Article 2 Section 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 request of the Town Manager.

The project team found no evidence of a formal beach patrol schedule that has been approved by the Town. The following table illustrates the number of beach patrol hours conducted by the Fire Department in 2018 - 2020.

Beach Patrol Hours 2018 – 2020

| Year/Hours | 2018 | 2019 | 2020 |
|---|---|---|---|
| Hours | 795 | 460 | 271* |

It is important to note that the COVID 19pandemic did cause beach closures in 2020, but there was also a significant reduction in patrol hours from 2018 to 2019.

**Section 2.4** – Fire Marshal Services: The VFD shall retain a qualified Fire Marshal to provide the services specified in this Section. T he 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 this selection of the replacement Fire Marshal shall also be subject to the prior written approval of the TOWN.

The project team found no evidence of succession planning for the Fire Marshal position in the VFD. The 60-day requirement for a replacement is unrealistic in terms of allowing proper recruiting, interviewing and onboarding a new Fire Marshal.

**Article 3 Section 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.

As discussed in the organizational assessment chapter of the report. The current staffing requirements do not reflect how the VFD staffs and operates on a daily level. The positions listed are from a period when there was annual voting by the membership on who would serve as command staff. Currently the Fi re Chief appoints these positions after a written promotional examination, which is a common practice of most fire departments. Also, there are positions listed where the position listed is being filled by another position and no longer is needed as the position is more functional in nature and not part of the daily staffing needs. This includes the Fire Inspector as these duties are handled by the Fire Marshal , the Safety Officer as these duties are handled by the Battalion Chief and the Training Officer a s these duties are handled by the Assistant Chief.

**Article 4 Section 4.2** – The TOWN and the VFD will consult with each other in advance of purchasing fire apparatus and equipment.

This section lacks two distinct areas that are needed to ensure the VFD mai ntains an appropriately sized fleet and has plans and funding in place for the replacement of the

vehicles and apparatus at appropriate timelines. The only area in the contract that stipulates the number and type of vehicles is in Article 2 Section 2.1, Subsection 2.1.5.4 where there is a requirement to operate two (2) all-terrain vehicles (ATV's) for providing first responder emergency services. The following table illustrates the current apparatus and vehicles in use by the VFD.

| Unit ID | Year | Description | Type |
|---|---|---|---|
| Engine 12 | 2012 | E-One | Type 1 Engine |
| Squirt12 | 1995 | Pierce | Ladder Truck |
| Engine 212 | 1994 | Pierce | Reserve Engine |
| Tower Ladder 12 | 1989 | KME/Grumman | Reserve Ladder |
| Command 12 | 2016 | Chevrolet Tahoe | Command |
| Utility 12 | 2007 | Ford F250 Pickup | Utility |
| Prevention 12 | 2017 | Chevrolet Colorado | Fire Prevention |
| Marine 212 | 2016 | Yamaha, Jet Ski | Marine Unit |
| Marine 12 | 2017 | Yamaha, Jet Ski | Marine Unit |
| Ocean Rescue 212 | 2016 | Polaris Ranger 6x6 | Ocean Rescue |
| Brush/Water Tank | 2018 | Polaris Ranger 1000 | Utility |
| Ocean Rescue 12 | 2019 | Polaris Ranger 1000 | Ocean Rescue |
| Ocean Rescue 312 | 2020 | Polaris Ranger 1000 | Ocean Rescue |

As illustrated above the VFD currently has a front-line engine and ladder truck as well as a reserve engine and ladder truck. They also have three (3) staff vehicles, two (2) watercraft and four (4) ATV's.

It is very uncommon for an agency the size of LBTS VFD to maintain a reserve ladder truck as if the front-line unit goes out of service this resource is immediately available from both Fort Lauderdale and Pompano Beach and can be immediately dispatched to an emergency requiring a ladder truck. The VFD also has three (3) Ocean Rescue and one (1) Brush Fire ATV's, which is two (2) more than required by the contact.

The Town and VFD should work together to develop an apparatus inventory requirement and replacement plan for the proper planning and funding of apparatus and vehicle needs. The following are the recommended number of vehicles and timelines for replacement.

| Vehicle Type | Number | Front Line Years | Reserve Years |
|---|---|---|---|
| Engine | 2 | 10 | 10 |
| Ladder | 1 | 15 | 0 |
| Staff | 3 | 6 | 0 |
| Jet Ski | 2 | 4 | 0 |
| ATV OceanRescue | 2 | 4 | 0 |
| ATV Brush/Water | 1 | 4 | 0 |

In this scenario the VFD and Town would plan for the replacement of an engine every 10 years, the ladder every 15 years, one (1) staff vehicle every two (2) years, one (1) jet ski every two years, one (1) ocean rescue ATV every two (2) years and the Brush ATV every four (4) years.

**Article 7 Section 7.1 –** The contract language requires the Fire Chief, Deputy Chief or a Battalion Chief to be on duty twenty-four (24) hours a day, seven days a week during the term of this Agreement with NO EXCEPTIONS. Currently it is practice to allow the Captain to also serve as Shift Commander to meet this requirement. As the Captain is functioning as a Shift Commander the position should be reclassified to a Deputy Chief to ensure a consistent chain of command.

While the language requires a Fire Chief, there is no discussion on expectations of this position. The contract should have clear direction as to how the Chief is expected to interact and participate with other key leadership positions in the Town. Examples may include the following:

- Attendance at weekly department head meetings with the Town Manager.
- Attendance at Town Commission meetings with a presentation quarterly regarding Fire Department workloads and performance.
- Other key meetings or events typically attended by Town leadership.

## Financial Monitoring

Financial monitoring is another important aspect of contract administration. This entails consistent performance related to the monitoring of revenues, expenditures and the associated formulas used to derive any cost allocation. Ultimately, documentation should be available to any contractual party such that an annual audit can be conducted consistent with Generally Accepted Government Auditing Standards (GAGAS).

As noted, the existing contract between the Town and the Lauderdale-By-The-Sea VFD can be improved in subsequent versions and financial monitoring is one additional component to ensure both parties receiving proper financial benefit from the agreement.

**Article 6 – Payment for Services –** The contract language requires the that an annual accounting of expenses be performed to allow a true-up by November 30 each year, which is completed by a contracted accounting firm. There is no provision in this section requiring an annual audit of expenses by the VFD to ensure monies expended were in line with the approved budget by the Town Commission.

This type of audit would require such data as:

- Full accounting of stipend payments to ensure all IRS and FLSA provisions are being fully adhered to.
- Detailed accounting data of all income and expenses to ensure proper account coding and controls.

It is important to note that the financial benefit or disadvantage to either party in this interlocal service agreement is presently unknown since there is no audit of how true-up costs are calculated and arrived at.

## Performance Monitoring

Performance monitoring provides the basis for ensuring that services contracted for are appropriately delivered. In effect, best-practice service contracts should stipulate various standards of performance such that the contract recipient can ensure services are delivered within expected benchmarks.

A review of the existing Service Agreement between the Town and VFD indicates there are minimal performance standards within the contract and those that included are not clearly defined. By example, there is a requirement that the first fire apparatus shall respond within nine (9) minutes to a minimum of 90% of all emergency fire rescue calls each month; however, there are no written explanation of what is meant by "respond" or an "emergency call". While there is a requirement for the VFD to provide a monthly report on call and personnel response to the Town Manager and Town Clerk, there are no provisions for the VFD to periodically report their performance to the Town. The performance measures section of this report provides a basis for how this section of the contract should be developed to ensure consistent monitoring and reporting of system performance.

In sum, the current interlocal service agreement has opportunity for improvement as it relates to incorporating important service delivery performance expectations that should be regularly monitored and, if not accomplished, ultimately addressed by the Town to ensure compliance with the contract.

## Continuing the Contract

The Town of Lauderdale-By-The-Sea can continue the agreement as written. However, the project team has made several recommendations for improving the terms of the contract with the VFD.

**Recommendations:**

- Add contract language outlining the staffing expectations of beach patrol to allow the VFD to properly plan the staffing of this function.
- Add contract language authorizing an Assistant Fire Marshal position, with an effective hourly rate, that is qualified to serve as the Fire Marshal in both the absence of the current Fire Marshal and if a vacancy in the position occurs to allow proper time to fill the vacant position.
- Amend the contract language to require one (1) Fire Chief, three (3) Deputy Fire Chiefs, one (1) Assistant Chief of Training, one (1) Fire Marshal/Inspector, one (1) Assistant Fire Marshal/Inspector and one (1) Fire Administrator.
- Clearly define the expectations of the Chief position and how it interacts and participates with other key Town leaders.
- Retain a firm to conduct an annual audit of the revenues and expenses of the VFD.
- Develop an apparatus and vehicle inventory requirement and replacement plan to allow the proper planning and funding for apparatus and vehicle purchases.
- Develop key performance indicators to allow objective measurement of emergency service delivery. These should include turnout time, travel time and a definition of what constitutes an "emergency call". Require a quarterly presentation of system performance to the Town Commission by the Fire Chief or designee.
- Add language to the contract requiring a post incident analysis session be conducted and post incident analysis report completed on any significant loss fire or those incidents resulting in firefighter or civilian injury or death.

# Policy and By-Laws Review

This section includes the Review of the By-Laws and policies of the Lauderdale-By-The-Sea Volunteer Fire Department and any compliance issues related to the documents.

## Constitution and By-Laws Review

The Lauderdale-By-The-Sea Volunteer Fire Department, Inc. was formed on May 1,1961, to protect life and property against the common danger of loss by fire, and other disasters. The Department is a legally established non-for-profit corporation in the State of Florida.

The most current revision of the Constitution and By-Laws occurred in July 2019 but does not specify a specific date the revisions were approved.

The Department is organized into two (2) branches and a Board of Directors. The Branches are Line Branch Officers and Executive Branch Officers. The Board of Directors includes the Fire Chief, President, and three (3) members at large.

According to the Constitution, any amendments require three (3) readings to the membership and must pass by a two-thirds vote of all active members and must be signed by at least five (5) members in good standing. The most current revision provided by the VFD has six (6) signatures from voting members in good standing included with the document. It is also required that “Any changes, amendments, or additions made to the By-Laws shall be attached showing the dates and sections”.

It is important to note that there is no date on the signature page to indicate when the approved revisions were signed by the voting members in good standing.

The most recent version of the By-Laws included a change to how officers of the Department are selected and appointed.

Previously candidates were chosen from a nomination committee after submitting in writing as to why they were qualified for an officer position. The nomination committee posted the approved candidates 14 days prior to an election and the membership voted on officer positions annually.

The current version of the By-Laws has the Chief and chief officers determining the qualifications required for officer positions. Members in good standing that meet the qualifications can apply for open officer positions. The Training Officer then conducts a practical test that applicants must pass with a score of 70 percent. Interviews are

conducted of those that successfully pass the test and a list of members qualified to be selected as officers are posted. The Fire Chief may select any member finishing in the top three (3) of the testing process, which is a common practice in Fire Departments. Newly appointed officers are required to attend supervisory training during their probationary period.

The Fire Chief is authorized to remove any officer for just cause, which may include, but is not limited to unbecoming conduct or neglect of duty. The By-Laws include a provision for appealing discipline to the Board of Directors.

### Recommendation:

- Future revisions to the Constitution and By-Laws should include the date of revisions and a date line for when voting members signed the revised document.

## Standard Operating Procedure Review

During the course of the study there was a period for public comment. Comments received included statements involving the lack of Standard Operating Procedures (SOP's) in the Department.

The VFD contracts with a private firm, Lexipol to develop and update their policies. The project team was provided an electronic link to the Department SOP's which are stored on a secure Lexipol site.

Lexipol was founded in 2003 by two (2) attorneys with a vision to provide a better and safer way to run a public safety agency. For fire departments, Lexipol provides comprehensive policies that are easy to understand and represent the latest standards and legislative requirements. The policies are fully customizable to the agency that are state-specific and updated continually to comply with new state and federal laws and court decisions.

The project team reviewed the current policy manual and found the policies to be current, up to date and reflective of sound operational practices to ensure a safe and effective mitigation of emergency scenes. Included in the document were links to specific Broward County Mutual Aid policies for critical incidents that typically require mutual aid from surrounding agencies to ensure all responders operate from the same policy on these calls.

In short, the policies of the Lauderdale-By-The-Sea Volunteer Fire Department are current and reflect best practices for departments of their size and make-up.

## Bel-Air Fire Review

There was also criticism received by members of the public related to the handling of and the fact that no post-incident analysis was conducted on the "Bel-Air Fire", which occurred on September 8, 2019. This fire resulted in the total loss of the structure and injuries to four (4) firefighters and two (2) civilians.

The project team requested any after action report or post incident analysis related to this fire and were provided a post incident analysis report dated December 5, 2019.

The report states there was a delay in calling 9 -1-1 as the occupants tried to extinguish the fire before calling for the fire department. Crews arrived to find the single-story home fully involved in fire and quickly moved to a defensive attack, fighting the fire from outside the structure.

There were several recommendations resulting from this report, including the following:

### Operations

- The driver engineers must be re-trained to don their personnel protective equipment (PPE) in a timely manner and be able to support fire suppression operations when called upon.
- Attack crews should ensure the use of a tactical incident channel (TIC) be employed in future occurrences.
- Crews should consider utilizing the smoothbore portion of the nozzle to assist with fire streams at potentially lower pressures.
- Members requiring rehabilitation (Rehab) should notify command of their intention and exit with their crew.

### Command

- Ensure that all orders given are clear and understood.
- Establish a Rapid Intervention Team (RIT) early in the incident.
- The incident commanders must receive additional training in county wide mutual aid procedures.
- The incident commander must consider mutual aid earlier in the incident to avoid depletion of resources and overexertion of firefighters.
- To assist with firefighter accountability, the command post should utilize the Standardized Emergency Management System (SEMS) system early in the incident.

### Dispatch

- The incident was dispatched as a commercial fire and working fire reported by law enforcement. Ensure the proper type of mutual aid for a structure fire assignment is dispatched to ensure the necessary resources arrive on scene quickly.

The project inquired as to how and to whom the post incident analysis report was distributed and learned the report was never distributed within or outside the LBTS VFD.

While not required by the contract, nor by policy, conducting a post incident analysis session and developing a post incident report is best practice for fires of significant loss or where there are firefighter or civilian injuries or death and should be a standard practice of the VFD.

### Recommendations:

- Develop a policy requiring a post incident analysis session and post incident analysis report on any significant loss fire or fires involving injury or death of firefighters or civilians. Provide a copy of the post-incident analysis reports to the Town Manager.
- Ensure all responders to the incident are invited to the post incident analysis session and receive a copy of the post incident analysis report to ensure all responders fully understand the lessons learned from the incident.
- Ensure the Town Manager receives a copy of the post incident analysis report.

# Facility Assessment and Space Needs

In addition to conducting a staffing and resource analysis for Fire operations, the project team conducted a facility condition assessment of the Volunteer Fire Department. The project team was onsite in July 2021 to meet with fire and other Town staff to walk through the current fire facilities and site to assess their conditions and to discuss future space needs.

This chapter will outline the current strengths as well as opportunities for improvement of the current facilities and identify future space and facility needs.

## Facility Needs Assessment

The current fire station was constructed in the 1960's and since then several minor renovations have been completed. The station was originally designed to serve as a volunteer station and does not meet modern fire facility amenities and design standards. As the Department has grown and added staff and equipment, the building has been modified to help augment spatial shortfalls. This includes the construction of a canopy to the north of the building that provides limited protection from the elements. Moreover, the current station does not have office space for administrative personnel. Administrative staff are housed north of the Town Hall campus in a repurposed hotel, which can impact turnout times if shift personnel are meeting with departmental leadership.

There are multiple challenges with the existing facilities. These challenges are outlined below:

- Equipment and apparatus bays are inadequate. ATVs and Jet Skis are parked on the front lawn of the fire station and not protected from the elements, impacting the overall condition and life span of critical equipment. Nor is the equipment secure.
- Reserve apparatus is partially parked under the canvas canopy attached to the north side of the station. All apparatus should be housed indoors, especially in a highly corrosive environment that is present in a coastal community.
- Apparatus bays are not adequately sized for modern sized equipment. To check supplies and equipment, trucks must be pulled outside to conduct these checks. This is not ideal during inclement weather.
- Staff fire protection equipment is stored in close proximity to the apparatus bays and not properly vented to exterior.
- There is no apparatus exhaust ventilation system installed in the apparatus bays.

- Supplies and equipment are stored in plastic sheds under the canopy in an attempt to protect them from the elements.
- Additional supplies and equipment are stored under the canopy when they should be stored in climate controlled areas.
- There is one small restroom and shower in the fire station.
- Staff are comprised of mixed gender shifts. All staff cohabitate in the living area of the station. There is no separation of sleep areas by gender. Staff should be provided individual sleep areas.
- Staff do not have adequate food preparation areas. Staff may use Jarvis Hall for food preparation, which may impact turnout times for personnel.
- The station is constructed at grade and has limited protection from street flooding or storm surge.
- Administrative areas are separated from the fire station and on duty personnel. Challenges exist with the current administrative suite as it is comprised of multiple renovated hotel rooms.
- There is limited availability of training space for staff.
- There is limited ability to expand the current station due to adjacent site restrictions.
- The current facility is not designed to meet FEMA 543 Design Guidelines for Critical Facility Safety from Flooding and High Winds.

As noted in the points above there are many challenges associated with the current fire facilities. The project team was tasked with evaluating the current and future space needs for the Fire Department.

## Facility Space Needs

The project team was tasked with identifying the space needs of the Fire Department. The Town also has contracted law enforcement and emergency medical services (EMS) staff that are in the same renovated hotel as Fire administrative personnel. Also, these two public safety entities have spatial challenges for their staff and equipment. Therefore, the project team interviewed staff from the Broward County Sheriff's Office (BSO) and American Medical Response (AMR) who provide the contracted law enforcement and EMS services, respectively, to understand their space and facility needs.

To understand the total space needs of public safety and emergency services in the Town, appropriate staff were provided an opportunity to discuss the types of spaces they would need in a new public safety facility. The end result of this engagement will be an architectural space program, which outlines the individual space components of a new, consolidated public safety facility. This exercise is only to gauge space needs. A

comprehensive architectural space needs evaluation would need to be conducted prior to the renovation of the existing facility or construction of a new facility.

There are several steps in order to develop the total space needs associated with a new facility:

- The project team developed a list of space types that would be required in a new facility.
- A square footage was assigned for the functionality of each space.
- The total departmental square footage needs by space type is determined.
- A departmental circulation factor is added to account for internal circulation, interior walls, mechanical spaces, etc. and added to the total departmental square footage.
- Finally, a building grossing factor was added to account for exterior wall thickness, building support spaces (e.g. HVAC mechanical room, stairs, elevator, etc.) and to determine the total building size.

In order to better understand the components of a space program, the following five items are included in the space program tables:

1) Space name is the nomenclature used to identify individual spaces or the user of a particular space.

2) # of Occupants / Space identifies the total number of spaces for the space type or the number of individuals who are in a shared space.

3) Space Standard refers to the standard size associated with that space. The space standard is exclusive of the surrounding walls or circulation areas, etc. This is the internal area of an individual space (e.g. the internal dimension inside of an office). This is also classified as the Usable Square Footage (USF)

4) Total USF refers to the total space needs dedicated to that space type. (Projected # of Staff/Space multiplied by the Space Standard). This calculation provides the total usable square footage needed for the respective space type.

5) The Notes column is utilized to provide pertinent details about the individual space, it may include dimensions, furnishings, adjacencies, etc.

Additional terms that are used include several expressions that are related to spatial area and size.

- The first term used is "usable square footage" as discussed previously. Usable square footage (USF) refers to the internal area of a space. This is the internal area inside the walls of a specific space. Square footage does not include wall thickness, circulation space, mechanical chases, etc.
- The second term used is a departmental circulation factor. Circulation factor refers to the square footage associated with usable space and includes circulation space, internal wall thickness, etc. The circulation factor is typically calculated by adding the usable square footages together and applying a percentage. The circulation factor varies depending on the type and size of the space.
- The third term is departmental square footage which takes the total usable square footage for a particular area and adds the departmental circulation factor to determine the total departmental square footage for that particular area.
- The fourth space term presented in the space program is building square feet. Building Square Feet (BSF) incorporates all of the building's elements including the exterior walls. For one story buildings it is the total square footage of the building's footprint.

The calculated building square footage is used by the architect to develop schematic designs of a new facility. This space program only analyzed the space needs for the facility and does not consider site needs (e.g. parking spaces, land area, etc.). Overall, a space program is developed to provide an estimated square footage for a new facility and to specify parameters for an architect to begin developing schematic design and site plan options.

A space program was developed for Fire, EMS, and the BSO. Also, spaces that could be shared by all three entities were included under a shared space table. The following tables summarize the space needs by functional area.

Fire Department Space Needs

| Space Name | # of Occupants / Spaces | Space Standard | Total USF | Notes |
|---|---|---|---|---|
| Fire Administration | | | | |
| Chief | 1 | 250 | 250 | Private office, desk and table for four. |
| Administrative Assistant | 2 | 100 | 200 | Shared office with two workstations. |
| Fire Marshall / Inspector | 1 | 150 | 150 | Private office with desk, work table, and 2 chairs. |
| Unassigned Office | 1 | 100 | 100 | Private office with desk and 2 chairs. |

| Space Name | # of Occupants / Spaces | Space Standard | Total USF | Notes |
|---|---|---|---|---|
| Conference Room | 12 | 20 | 240 | Conference room with seating for 12. |
| Administrative Storage | 1 | 100 | 100 | Secure storage adjacent to Administrative Assistant. |
| Records Storage | 1 | 50 | 50 | Secure storage adjacent to Administrative Assistant. |
| General Supply Storage | 1 | 100 | 100 | General office supply storage area, secure. |
| Public Education Storage | 1 | 100 | 100 | Adjacent storage area to Fire Marshall. |
| Telecom Closet | 1 | 25 | 25 | Secure network closet. |
| Restroom | 2 | 60 | 120 | Two unisex restrooms. |
| Janitor's Closet | 1 | 40 | 40 | Storage area with mop sink. |
| **Total Net Square Feet** | | | **1,475** | |
| *Departmental Circulation:* | | *30%* | *443* | |
| **Total Departmental SF** | | | **1,918** | |
| Operations | | | | |
| Apparatus Bay | 3 | 900 | 2,700 | Each bay is 18' wide by 50' long. |
| ATV Bays | 4 | 100 | 400 | ATV storage bay, may share with BSO ATV bay. Adjacent to Jet Ski storage. |
| Jet Ski Bays | 2 | 150 | 300 | Adjacent to ATV storage. |
| Gear Room | 50 | 7 | 350 | Gear storage area with open air lockers. |
| Cascade / SCBA | 1 | 125 | 125 | Room for Cascade equipment and bottle storage. |
| Washer / Extractor | 1 | 125 | 125 | Washer and extractor room. Adjacent to bays. |
| Supply Storage | 1 | 100 | 100 | Secure supply storage. |
| Equipment Storage / Work Room | 1 | 200 | 200 | Equipment storage area with work bench. |
| Hose Tower | 1 | 125 | 125 | Hose drying area with racks / tower. |

| Space Name | # of Occupants / Spaces | Space Standard | Total USF | Notes |
|---|---|---|---|---|
| Decontamination Area | 1 | 100 | 100 | Area to hose off PPE and FF. Adjacent to apparatus bay or on building exterior. |
| **Total Net Square Feet** | | | **4,525** | |
| *Departmental Circulation:* | | *10%* | *453* | |
| **Total Departmental SF** | | | **4,978** | |
| Staff Support | | | | |
| Shift Officer Work Area | 1 | 100 | 100 | Private office for shift officer. |
| Staff Work Area | 3 | 36 | 108 | Staff open workstations with computer and desk chair. |
| Sleeping Quarters | 8 | 125 | 1,000 | Individual sleeping area with single bed, desk, and chair. |
| Restroom | 3 | 60 | 180 | Three unisex restrooms. |
| Shower | 2 | 40 | 80 | Two unisex showers. |
| Kitchen | 8 | 25 | 200 | Dedicated kitchen for fire personnel. |
| Dining | 8 | 15 | 120 | Dining area adjacent to kitchen. |
| Living Area | 6 | 30 | 180 | Living area with six lounge chairs. |
| Janitor's Closet | 1 | 40 | 40 | Storage area with mop sink. |
| Laundry Area | 1 | 100 | 100 | Laundry room with household washer and dryer. |
| **Total Net Square Feet** | | | **2,108** | |
| *Departmental Circulation:* | | *30%* | *632* | |
| **Total Departmental SF** | | | **2,740** | |
| Total Fire Department Square Feet | | | 9,635 | |

A total of 9,635 departmental square feet is recommended for the Fire Department.

## EMS Space Needs

| Space Name | # of Occupants / Spaces | Space Standard | Total USF | Notes |
|---|---|---|---|---|
| Sleeping Quarters | 6 | 125 | 750 | Individual sleeping area with single bed, desk, and chair. |
| Kitchen & Dining Room | 6 | 40 | 240 | Kitchen area with stove, refrigerator, cabinets, and dining area for 6. |
| Living Area | 6 | 30 | 180 | Living area with six lounge chairs and TV. |
| Restroom | 2 | 6 | 12 | Two unisex restrooms. |
| Shower | 2 | 40 | 80 | Two unisex showers. |
| Storage | 1 | 150 | 150 | Secure storage. |
| Ambulance Bay | 2 | 360 | 720 | Ambulance bay that is 12' x 30'. |
| **Total Net Square Feet** | | | **2,132** | |
| *Departmental Circulation:* | | *25%* | *533* | |
| **Total Departmental SF** | | | **2,665** | |

A total of 2,665 departmental square feet is recommended for EMS operations. This includes both staff and operational areas.

Law Enforcement Space Needs

| Space Name | # of Occupants / Spaces | Space Standard | Total USF | Notes |
|---|---|---|---|---|
| Staff Areas | | | | |
| Captain | 1 | 250 | 250 | Private office, desk and table for four. |
| Lieutenant | 1 | 175 | 175 | Private office, desk, and small table. |
| Patrol Sergeant | 4 | 75 | 300 | Shared office with four workstations. |
| Detective | 3 | 75 | 225 | shared office with three workstations. |
| Administrative Support | 2 | 100 | 200 | Private office with workstation and 2 chairs. |

| Space Name | # of Occupants / Spaces | Space Standard | Total USF | Notes |
|---|---|---|---|---|
| Administrative Storage | 1 | 100 | 100 | Secure storage adjacent to office area. |
| Administrative Restroom | 2 | 50 | 100 | 2 unisex restrooms. |
| Records | 1 | 60 | 60 | Secure record storage. |
| Multipurpose Meeting Space | 12 | 20 | 240 | Meeting room with seating for 12. |
| Interview Room | 2 | 100 | 200 | Adjacent to public lobby. 2 chairs and table. |
| Holding Cell | 2 | 70 | 140 | Includes a bench and combination toilet and sink. |
| Evidence Storage | 1 | 100 | 100 | Evidence storage lockers. |
| Equipment Storage | 1 | 100 | 100 | Secure storage room. |
| Firearms Storage / Work Area | 1 | 100 | 100 | Secure room that includes a small work bench. |
| Janitor's Closet | 1 | 40 | 40 | Storage area with mop sink. |
| **Total Net Square Feet** | | | **2,330** | |
| *Departmental Circulation:* | | *30%* | *699* | |
| **Total Departmental SF** | | | **3,029** | |
| Support Areas | | | | |
| Large Evidence Storage | 1 | 200 | 200 | Storage area on exterior of building for bulky items. |
| Motorcycle Storage | 1 | 100 | 100 | Indoor parking area for motorcycle. |
| Bicycle Storage | 1 | 150 | 150 | Indoor area for bike storage with wall mounted racks. |
| ATV Storage | 4 | 100 | 400 | Indoor ATV storage area, adjacent to Fire ATV storage. |
| Kitchenette | 6 | 25 | 150 | Includes counter, sink, refrigerator, and coffee pot. |
| Telecom Closet | 1 | 50 | 50 | |
| Male Locker Room | 25 | 7 | 175 | Full size lockers with adjacent bench. |
| Female Locker Room | 15 | 7 | 105 | Full size lockers with adjacent bench. |
| Male Shower | 2 | 40 | 80 | Full size lockers with adjacent bench. |

| Space Name | # of Occupants / Spaces | Space Standard | Total USF | Notes |
|---|---|---|---|---|
| Female Shower | 2 | 40 | 80 | |
| Male Restroom | 3 | 50 | 150 | |
| Female Restroom | 3 | 50 | 150 | |
| **Total Net Square Feet** | | | **1,790** | |
| *Departmental Circulation:* | | *30%* | *537* | |
| **Total Departmental SF** | | | **2,327** | |
| Total Fire Department Square Feet | | | 5,356 | |

A total of 5,356 departmental square feet is needed to accommodate BSO operations.

Shared Area Space Needs

| Space Name | # of Occupants / Spaces | Space Standard | Total USF | Notes |
|---|---|---|---|---|
| Public Lobby | 1 | 150 | 150 | Shared public lobby for all three entities. Seating for 8. |
| Community Room | 50 | 15 | 750 | Flexible meeting space with moveable table and chairs. Adjacent to public lobby. |
| Community Room Storage | 1 | 100 | 100 | Secure storage area adjacent to Community Room. |
| Community Restrooms | 8 | 50 | 400 | Restrooms off the public lobby. |
| Staff Fitness Room | 1 | 500 | 500 | Fitness area accessible from staff area. |
| Building Mechanical Room | 1 | 250 | 250 | Secure room for building mechanical equipment. |
| Switch Gear | 1 | 50 | 50 | Room adjacent to emergency generator. |
| Building Storage | 1 | 100 | 100 | Secure storage. |
| **Total Net Square Feet** | | | **2,300** | |
| *Departmental Circulation:* | | *30%* | *690* | |
| **Total Departmental SF** | | | **2,990** | |

A total of 2,990 departmental square feet is needed for community and shared areas in a new consolidated public safety facility.

The following table summarizes the departmental space needs and the total building square footage for a new consolidated public safety facility.

Building Square Footage Summary

| Agency | Departmental SF |
|---|---|
| BSO | 5,356 |
| Fire | 9,635 |
| EMS | 2,665 |
| Shared Areas | 2,990 |
| **Total Departmental SF** | **20,646** |
| *Building Grossing Factor (18%)* | *3,716* |
| Total BGSF | 24,363 |

A total of 24,363 building square feet is needed for a new public safety facility. The current fire station is approximately 2,500 square feet for the fire station and 7,000 square feet for the public safety offices (former hotel) for a total of approximately 9,500 building square feet. The current facilities need approximately 14,863 more square feet to meet the current space needs.

## Parking

In addition to the facility needs for public safety operations, adequate parking for staff and visitors is required. The following table summarizes the parking needs by area.

Parking Space Needs

| Agency | Stalls |
|---|---|
| BSO | 16 |
| Fire | 10 |
| EMS | 6 |
| ADA | 2 |
| Visitor | 4 |
| Total | 38 |

A total of 38 parking stalls are needed to accommodate the staff, agency vehicle, and visitor needs for a consolidated public safety facility.

## Development Options

The primary town complex has limited ability to expand to address the building and parking needs for a new public safety building. This section will analyze potential options to address the facility and site needs.

### Existing Site Analysis

The existing fire station adjoins other town buildings and has limited expansion capabilities to meet the current need of the Fire Department. The existing site has no expansion capability without the purchase of adjacent properties. The former hotel building is a potential candidate for demolition to accommodate the future public safety facility needs.

Alternative options include utilization of the existing park land between Poinciana Street and Bougainvillea Drive. However, there are deed restrictions that prevent the development of this parcel. The adjacent tennis and basketball court along with the public restrooms may be suitable for a new facility, but during public comments this idea was not popular with residents of the Town.

Due to current zoning regulations for this site, the building height is limited to 33 feet. Considering the first floor will primarily house apparatus bays, then any new building will be limited to two floors.

The Town currently owns limited undeveloped land on their current campus and therefore the development of a new public safety facility will require demolition of existing infrastructure. Two development options are discussed in the next section.

### Development Scenarios

Based on the limited availability of land for a new facility and the height restrictions for the town campus, the project team is assuming that a two-story building will be constructed to house public safety operations. Based on the previously detailed space plan, the footprint of the facility would need to be a minimum of approximately 12,250 to 13,000 building square feet to accommodate a two story building. A range is provided due to unknown factors related to site, building accessibility, and the final design of a new facility.

Based on the space program a two-story building will account for the fire operations and all apparatus / vehicle bays on the first floor and potentially a few support spaces. The second floor would account for the community spaces, law enforcement and EMS areas. The foot print of the building need to be approximately 100 feet by 130 feet. A minimum

width of approximately 90 feet is needed to account for all the apparatus / vehicle bay access. A minimum of 6 bays are required for three fire apparatus, two EMS units, and ATV/jet ski storage.

The following graphic overlays the building footprint on an aerial photo of the town hall campus.

As seen in the previous graphic, the foot print of the new public safety building can be accommodated at either location.

The following tables summarize the advantages and challenges for both options.

Option #1

| Advantages | Challenges |
|---|---|
| Reuse existing site and does not impact existing recreation amenities. | Eliminates 23 parking spaces. Creates greater parking shortages on the campus. Additional spaces may be gained by reconfiguration of the current fire station area with an additional cost. |
| Replaces existing inefficient structure with new purpose built facility. | Use primary thoroughfare to back apparatus into bays. |
| Access directly onto primary thoroughfare. | Requires temporary relocation of BSO, EMS, and Fire staff during construction. |
| | Requires reconfiguration of existing drive aisle between community center and old hotel. Impacting site circulation and access. |

Option #2

| Advantages | Challenges |
|---|---|
| Does not impact existing operations during construction. | Removes existing tennis courts. |
| Potential option to have drive-through bays or double stacked apparatus bays. Greater flexibility on design. | Impacts adjacent public amenities during construction. |
| Could raze former hotel and convert to recreation, greenspace, parking, or other use. | Eliminates 10 parking spaces. Additional spaces may be gained by reconfiguration of the current fire station area with an additional cost. |

Based on the above advantages and challenges noted above, Option 2 is a more feasible option and would have fewer negative impacts. Although it will have a greater impact on the general public during and after construction with the removal of the tennis courts.

## Construction Cost Estimate Ranges for a New Facility

It is important to understand an order of cost magnitude for potential construction or renovation cost of a public safety facility.

The projected construction cost estimate is in current (September 2021) dollars and is based on the average construction cost in the region. For average construction cost, the project team consulted RSMeans 2021 Square Foot Cost Guide – Fire Station / Police Station to develop construction cost per square foot ranges. However, the project cost does not account for land acquisition, site development, demolition of existing facilities, site remediation, financing cost, or utility construction beyond normal circumstances.

*Please note that the cost is in 2021 dollars and does not incorporate inflation or cost increases for projects that are constructed in the future.*

The follo wing table summarizes the construction cost range for a new public safety facility.

| Facility | BSF | Low | | High | |
|---|---|---|---|---|---|
| | | Cost SF | Cost | Cost SF | Cost |
| Public Safety Facility | 24,363 | $350 | $8,527,050 | $450 | $10,963,350 |

A new public safety facility estimated construction cost is between $8.5 and $11 million.

## Financing Options

The construction of any new facility has a fiscal impact on local government operations. Lauderdale-by-the-Sea has been diligent in their finances and have not financed previous capital projects. While financing or bonding is an option for local governments, there may be alternative sources to help reduce the financial impact to the Town.

There are two primary options for governments to alternatively fund capital projects. The first is through the receiving of grants. The second option is entering into a public private partnership.

Grants are an excellent way to pay for new public safety facilities as they do not have to be paid back to the funding entity. Historically there have been numerous grant opportunities to pay for a portion if not all of a new public safety facility. Grants are often competitive and may have restrictions and thus may not be eligible for facility construction. Past and potentially future grant opportunities include:

- FEMA Assistance to Firefighter Grants program (AFG)
- FEMA Fire Management Assistance Grant Program (FMAGP)
- FEMA hazard mitigation grants
- FEMA replacement grants for damages due to natural disaster
- U.S. Department of Agricultural Rural Community Initiative Program
- Department of Energy Sustainability grants.
- Department of Justice COPS
- Cares Act Funding (2020 and 2021)
- Staffing for Adequate Fire & Emergency Response (SAFER) programs
- Community Development Block Grant funding (national and state level)

- Florida Firefighter Assistance Grant

Eligibility for some of the grants may be limited or have restrictions. However, the specific grant parameters for reoccurring grants may change annually and the City may not be eligible this year but could be next year. To find eligible grants, it is imperative that the city dedicate resources to track grant opportunities and their application periods.

In July 2021 legislation was initiated in the U.S. House of Representative that was titled Fire Station Construction Grants Act (H.R. 3728). This program would help local fire and EMS agencies modify, upgrade, and build new fire stations. The Town should monitor this pending legislation to see if it passed in upcoming legislative sessions.

A second financing source would be for the Town to enter a public private partnership. A public private partnership or P3 as it is also known is an alternative financing source. A municipality would sign a contract with a private company that would be responsible for the financing and construction of a new facility. The Town would then provide payments for a set term. Upon completion of the payment term, the ownership of the building would be turned over to the Town. This approach is a private financing mechanism that is similar to a municipal bond program. There are various iterations of P3 financing that may result in faster construction (eliminates a portion of the procurement process) to having the P3 company serve as the property manager during the term agreement. The Town would have the option to negotiate the terms of the agreement to best meet their needs.

Due to the demographic composition of the Town, grant funding opportunities may be limited. Also, the P3 approach may pose challenges due to the lower construction cost as many of these companies are looking for projects with a construction cost many times greater than what is estimated for this project. The Town should actively search and apply for grants.

# Town Commission Agenda Item Report

**Meeting Date:** January 11, 2022
**Submitted By:** Jhanelle Campbell, Development Services Director
**Submitting Department:** Development Services
**Item Type:** Ordinance
**Agenda Section:** ORDINANCES 1st Reading

**Subject Title:** ORDINANCE 2021-15 AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 14 "OFFENSES," ARTICLE I "IN GENERAL," SECTION 14-33, "SALE OF NICOTINE VAPORIZERS OR LIQUID NICOTINE" TO CONFORM TO CHANGES IN STATE LAW, AND REQUIRING BUSINESSES SELLING TOBACCO PARAPHERNALIA TO CONCEAL THEIR INVENTORY FROM OUTSIDE OF THEIR PREMISES; AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE (**Exhibit 1)**

**Background:** Ordinance 2021-10, first heard on November 9, proposes to define tobacco paraphernalia stores, and specify that they are not permitted in the B Business zoning districts of the Town. Tobacco paraphernalia is defined to include devices that fall outside of the statutory definitions and preemption mandates of the Florida Legislature as follows:

> *Tobacco paraphernalia*. Paraphernalia commonly related to the use of any tobacco product, drug, or narcotic includes, but is not limited to:
>
> a. Metal, wooden, acrylic, glass, stone, plastic, or ceramic smoking pipes, with or without screens, permanent screens, or punctured metal bowls.
> b. Water pipes.
> c. Carburetion tubes and devices.
> d. Chamber pipes.
> e. Carburetor pipes.
> f. Air-driven pipes.
> g. Chillums.
> h. Bongs.
> i. Ice pipes or chillers
>
> This definition shall not be interpreted to include a nicotine dispensing device, as defined in Florida Statutes, Section 569.31, as may be amended from time to time.
>
> *Tobacco paraphernalia store*. Any retail store that sells, offers for rent or sale, or exhibits or displays, tobacco paraphernalia that totals more than five percent of its inventory, measured by either (i) the number of items or (ii) the square footage of the store where inventory is displayed or accessible to customers.

At the first reading of Ordinance 2021-10 on November 9, the Town Commission discussed the proposal to amortize the two existing tobacco paraphernalia stores out of the Town in a year or such other period of time as may be supported by documentation of the impact. The Commission directed that the amortization of tobacco paraphernalia stores be removed from the Ordinance, and instead requested that the staff and Town Attorney work together to determine whether the Town Code could be revised to require that the display of tobacco paraphernalia be concealed from public view from outside of the businesses.

This Ordinance addresses the Commission's request and proposes other changes to Town Code necessary to conform to recent changes to state law.

**Explanation:** During the 2021 legislative session, the Florida Legislature passed Florida Laws, Chapter 2021-14, which among other things, preempts the establishment of the minimum age for purchasing or possessing, and the regulation for the marketing, sale, or delivery of, nicotine products and tobacco products to the state, and sets the minimum age at 21. Chapter 2021-14 also re-defines relevant terms, and regulates sale to minors more strictly than the current Town Code by prohibiting sale to those under the age of 21 (with exceptions[1]).

Section 14-33 of the current Town Code defines terms and regulates sale of e-cigarettes to minors (those under the age of 18) in a manner that is inconsistent with and preempted by the stricter revised state law. Therefore, it must be revised.

Also different from the current Town Code, the revised state law does permit the sale of nicotine products and tobacco products by vending machines, so long as such machines adhere to certain specifications and include a lock out device[2]. Additionally, any person that allows a nicotine product vending machine to be located on its premises is required by state law to obtain a retail nicotine product permit from the state.

State law further permits municipalities to designate nicotine product officers to issue a citation to a person under the age of 21 when, based upon personal investigation, the code compliance officer has reasonable cause to believe that the person has committed a civil infraction in violation of Florida Statues Sections 386.212[3], 569.11[4], or 569.42[5]. Penalties for such infractions are provided by State law.

To conform to the 2021 changes in state law, the proposed Ordinance accomplishes the following:

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[1] A person under the age of 21 does not include any person under the age of 21 who: (1) is in the military reserve or on active duty in the Armed Forces of the United States; or (2) is acting in his or her scope of lawful employment.
[2] Vending machine sales are only permissible from a machine that is equipped with an operational lockout device that is under the control of the dealer or agent or employee who directly regulates the sale of items through the machine by triggering the lockout device to allow the dispensing of one nicotine product. The lockout device must include a mechanism to prevent the machine from functioning if the power source for the lockout device fails or if the lockout device is disabled, and a mechanism to ensure that only one Nicotine Product is dispensed at a time.
[3] Smoking or vaping within 1000 feet of a school between 6:00 a.m. and midnight by a person under 21.
[4] Knowing possession of tobacco product by a person under 21.
[5] Knowing possession of nicotine product by a person under 21.

- Increases the minimum age for the purchase or possession of nicotine products and tobacco products from 18 to 21 years of age and revises the related definitions, all tracking the state law.
- Requires all dealers of nicotine products and tobacco products to comply with Florida Statutes, Chapter 569, as may be amended, and specifically echoes the requirements not to sell to those under 21 and to place lockout mechanisms on vending machines.
- As specifically allowed by the revised statute, the Ordinance designates Town Code Compliance Officers as nicotine product enforcement officers who may enforce Florida Statutes, Sections 386.212, 569.11, or 569.42, as may be amended.

To address the Town Commission's direction on November 9, this Ordinance also requires any business selling tobacco paraphernalia to conceal its inventory of tobacco paraphernalia from the view of the public from outside of its premises.

**Recommendation:** Staff recommends approval of Ordinance 2021-15 on first reading.

**Attachments:** Exhibit 1 – Ordinance 2021-15
Exhibit 2 – Chapter 569, Tobacco and Nicotine Products State Statute

# EXHIBIT 1

**ORDINANCE 2021-15**

**AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 14 "OFFENSES," ARTICLE I "IN GENERAL," SECTION 14-33, "SALE OF NICOTINE VAPORIZERS OR LIQUID NICOTINE" TO CONFORM TO CHANGES IN STATE LAW, AND REQUIREMENTS FOR BUSINESSES DISPLAYING TOBACCO PARAPHERNALIA AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE**

**WHEREAS**, the Town of Lauderdale-By-The-Sea (the "Town") Commission recognizes that changes to the adopted Code of Ordinances are periodically necessary in order to ensure that the Town's regulations are current and consistent with the Town's regulatory needs; and

**WHEREAS**, in 2014, the Town adopted a regulation prohibiting the sale of e-cigarettes to minors (defined as persons under the age of 18) as then defined by law, and also prohibiting sale in vending machines; and

**WHEREAS**, during the 2021 legislative session, the Florida Legislature passed Florida Laws, Chapter 2021-14, which amongst other things, preempted the establishment of the minimum age for purchasing or possessing, and the regulation for the marketing, sale, or delivery of, nicotine products and tobacco products to the state, and set that age at 21; and

**WHEREAS,** Chapter 2021-14 also defines relevant terms differently, and regulates sale to minors more strictly than the current Town Code by prohibiting sale to those under the age of 21 (with exceptions); and

**WHEREAS**, the Town Commission desires to amend Town Code Section 14-33, "Sale of Nicotine Vaporizers or Liquid Nicotine" to conform its regulations with State law and strengthen its prohibition of sale to minors; and

**WHEREAS**, because state law prevents the sale and marketing of tobacco and nicotine products to persons under the age of 21 years, the Town Commission also desires to amend Town Code Section 14-33 to require any business selling tobacco paraphernalia to conceal its inventory of tobacco paraphernalia from the view of the public from outside of its premises.

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

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

**SECTION 2**. Amendment. Chapter 14, "Offenses," Article I, "In General," "Sale of Nicotine Vaporizers or Liquid Nicotine" of the Town Code of Ordinances, is hereby amended as follows[1]:

**Chapter 14 - OFFENSES**

**ARTICLE I. IN GENERAL**

* * *

**Sec. 14-33. - Sale of ~~Nicotine Vaporizers~~ Nicotine Products, Nicotine Dispensing Devices and Tobacco Products; ~~or Liquid Nicotine~~ Display of Tobacco Paraphernalia.**

(a) *Definitions.* For purposes of this section, the following definitions shall apply:

*A person under the age of 21* does not include any person under the age of 21 who:

(1) Is in the military reserve or on active duty in the Armed Forces of the United States; or
(2) Is acting in his or her scope of lawful employment.

*Dealer* means a retail nicotine products dealer.

*Nicotine dispensing device* means any product that employs an electronic, chemical, or mechanical means to produce vapor or aerosol from a nicotine product, including, but not limited to, an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or other similar device or product, any replacement cartridge for such device, and any other container of nicotine in a solution or other form intended to be used with or within an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or other similar device or product.

[1] Additions to existing text are shown in underline. Deletions are shown in ~~strikethrough~~.

*Nicotine product* means any product that contains nicotine, including liquid nicotine, which is intended for human consumption, whether inhaled, chewed, absorbed, dissolved, or ingested by any means. The term also includes any nicotine dispensing device. The term does not include a:

(1) Tobacco product, as defined in Florida Statutes, Section 569.002, as may be amended;
(2) Product regulated as a drug or device by the United States Food and Drug Administration under Chapter V of the Federal Food, Drug, and Cosmetic Act; or
(3) Product that contains incidental nicotine.

*Tobacco product* includes loose tobacco leaves, and products made from tobacco leaves, in whole or in part, and cigarette wrappers, which can be used for smoking, sniffing, or chewing.

~~*Nicotine vaporizer* means: any electronic or battery-operated device which can be used to deliver an inhaled dose of nicotine or other substances and includes those composed of a mouthpiece, heating element, and battery or electronic circuits that provide a vapor of Liquid Nicotine and/or other substances to the user. This term shall include such devices whether they are manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, an e-cigarette, an e-cigar, an e-pipe or under any other product name.~~

~~*Liquid nicotine* means: any liquid product composed either in whole or in part of pure nicotine which can be used with Nicotine Vaporizers.~~

(b) *Sale ~~prohibited~~ of nicotine products, nicotine dispensing devices, and tobacco products.* All dealers shall comply with Florida Statutes, Chapter 569, as may be amended, including but not limited to the following requirements:

1. It is unlawful for any person as defined in section 1-2 of this Code to sell, give or furnish a ~~Nicotine Vaporizer or Liquid Nicotine~~ nicotine product to (i) a person under the age of ~~18~~21; or (ii) a person who appears to be under the age of ~~27~~ 30 years without first examining identification to confirm that the recipient is at least ~~18~~ 21 years of age.

2. Lockout mechanisms must be placed on vending machines selling tobacco products and nicotine products from any licensed premises that allows persons under the age of 21 to enter.

~~(c) *Self-service vending machines.* In order to minimize the physical accessibility to minors, it is unlawful for any person to offer Nicotine Vaporizers or Liquid Nicotine in vending machines.~~

(c) *Display of tobacco paraphernalia*. Any business selling tobacco paraphernalia, as defined in section 30-11[2], shall conceal its inventory of tobacco paraphernalia from the view of the public from outside of its premises.

[2] *Tobacco paraphernalia*. Paraphernalia commonly related to the use of any tobacco product, drug, or narcotic includes, but is not limited to:
a. Metal, wooden, acrylic, glass, stone, plastic, or ceramic smoking pipes, with or without screens, permanent screens, or punctured metal bowls.

(d) *Enforcement.* ~~This section may be enforced by any Town code officer.~~ Pursuant to Florida Statutes, Section 569.12, Town code compliance officers shall be the designated nicotine product enforcement officers. Code compliance officers may issue a citation to a person under the age of 21 when, based upon personal investigation, the code compliance officer has reasonable cause to believe that the person has committed a civil infraction in violation of Florida Statutes, Sections 386.212, 569.11, or 569.42, as may be amended.

(e) *Penalties.* Penalties for violation of subsection (b) shall be provided by State law. Any person found in violation of ~~this~~ subsection (c) shall be punished as provided in ~~sections 6.5-1 through 6.5-13~~ 1-12 of this Code, in addition to any other remedies provided by law.

**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 a 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.** Conflicting Ordinances. 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.

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b. Water pipes.
c. Carburetion tubes and devices.
d. Chamber pipes.
e. Carburetor pipes.
f. Air-driven pipes.
g. Chillums.
h. Bongs.
i. Ice pipes or chillers

This definition shall not be interpreted to include a nicotine dispensing device, as defined in Florida Statutes, Section 569.31, as may be amended from time to time.

# EXHIBIT 1

Passed on the first reading, this ___ day of _____, 2022.

Passed and adopted on the second reading, this ___ day of _____, 2022.

_____
**MAYOR CHRIS VINCENT**

| | First Reading | Second Reading |
|---|---|---|
| Mayor Vincent | _____ | _____ |
| Vice-Mayor Oldaker | _____ | _____ |
| Commissioner Sokolow | _____ | _____ |
| Commissioner Strauss | _____ | _____ |
| Commissioner Malkoon | _____ | _____ |

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

# EXHIBIT 2

**The 2021 Florida Statutes**
**Title XXXIV ALCOHOLIC BEVERAGES AND TOBACCO**
**Chapter 569 TOBACCO AND NICOTINE PRODUCTS**
**PART I TOBACCO PRODUCTS (ss. 569.002-569.23)**
**PART II NICOTINE PRODUCTS (ss. 569.31-569.45)**

## PART I
## TOBACCO PRODUCTS


**569.002 Definitions.**
**569.0025 Preemption.**
**569.003 Retail tobacco products dealer permits; application; qualifications; fees; renewal; duplicates.**
**569.004 Consent to inspection and search without warrant.**
**569.005 Operating without a retail tobacco products dealer permit; penalty.**
**569.006 Retail tobacco products dealers; administrative penalties.**
**569.007 Sale or delivery of tobacco products; restrictions.**
**569.0073 Special provisions; smoking pipes and smoking devices.**
**569.0075 Gift of sample tobacco products prohibited.**
**569.008 Responsible retail tobacco products dealers; qualifications; mitigation of disciplinary penalties; diligent management and supervision; presumption.**
**569.009 Rulemaking authority.**
**569.101 Selling, delivering, bartering, furnishing, or giving tobacco products to persons under 21 years of age; criminal penalties; defense.**
**569.11 Possession, misrepresenting age or military service to purchase, and purchase of tobacco products by persons under 21 years of age prohibited; penalties; jurisdiction; disposition of fines.**
**569.12 Jurisdiction; tobacco product and nicotine product enforcement officers or agents; enforcement.**
**569.14 Posting of a sign stating that the sale of tobacco products or nicotine products to persons under 21 years of age is unlawful; enforcement; penalty.**
**569.19 Annual report.**
**569.21 Expenditure of tobacco settlement proceeds.**
**569.215 Confidential records relating to tobacco settlement agreement.**
**569.23 Security requirements for tobacco settlement agreement signatories, successors, parents, and affiliates.**


**569.002 Definitions.**—As used in this part, the term:

(1) "Dealer" is synonymous with the term "retail tobacco products dealer."

(2) "Division" means the Division of Alcoholic Beverages and Tobacco of the Department of Business and Professional Regulation.

(3) "Nicotine product" has the same meaning as provided in s. 569.31(4).

(4) "Nicotine dispensing device" has the same meaning as provided in s. 569.31(3).

(5) "Permit" is synonymous with the term "retail tobacco products dealer permit."

(6) "Retail tobacco products dealer" means the holder of a retail tobacco products dealer permit.

(7) "Retail tobacco products dealer permit" means a permit issued by the division pursuant to s. 569.003.

(8) "Tobacco products" includes loose tobacco leaves, and products made from tobacco leaves, in whole or in part, and cigarette wrappers, which can be used for smoking, sniffing, or chewing.

(9) "Any person under the age of 21" does not include any person under the age of 21 who:

(a) Is in the military reserve or on active duty in the Armed Forces of the United States; or

(b) Is acting in his or her scope of lawful employment with an entity licensed under the provisions of chapter 210 or this part.

History.—s. 2, ch. 92-285; s. 222, ch. 94-218; s. 4, ch. 97-162; s. 1, ch. 98-172; s. 6, ch. 2021-14.

**569.0025 Preemption**.—The establishment of the minimum age for purchasing or possessing, and the regulation for the marketing, sale, or delivery of, tobacco products is preempted to the state.

History.—s. 7, ch. 2021-14.

**569.003 Retail tobacco products dealer permits; application; qualifications; fees; renewal; duplicates.—**

(1)(a) Each person, firm, association, or corporation that seeks to deal, at retail, in tobacco products within this state, or to allow a tobacco products vending machine to be located on its premises in this state, must obtain a retail tobacco products dealer permit for each place of business or the premises where tobacco products are sold. Each retail dealer owning, leasing, furnishing, or operating vending machines through which tobacco products are sold must obtain a permit for each machine and shall post the permit in a conspicuous place on or near the machine; however, if the dealer has more than one vending machine at a single location or if tobacco products are sold both over the counter and through a vending machine at a single location, the dealer need obtain only one permit for that location.

(b) Application for a permit must be made on a form furnished by the division and must set forth the name under which the applicant transacts or intends to transact business, the address of the location of the applicant's place of business within the state, and any other information the division requires. If the applicant has or intends to have more than one place of business dealing in tobacco products within this state, a separate application must be made for each place of business. If the applicant is a firm or an association, the application must set forth the names and addresses of the persons constituting the firm or association; if the applicant is a corporation, the application must set forth the names and addresses of the principal officers of the corporation. The application must also set forth any other information prescribed by the division for the purpose of identifying the applicant firm, association, or corporation. The application must be signed and verified by oath or affirmation by the owner, if a sole proprietor; or, if the owner is a firm, association, or partnership, by the members or partners thereof; or, if the owner is a corporation, by an executive officer of the corporation or by any person authorized by the corporation to sign the application, together with the written evidence of this authority. The application must be accompanied by the annual permit fee prescribed by the division.

(c) Permits shall be issued annually, upon payment of the annual permit fee prescribed by the division. The division shall fix the fee in an amount sufficient to meet the costs incurred by it in carrying out its permitting, enforcement, and administrative responsibilities under this part, but the fee may not exceed $50. The proceeds of the fee shall be deposited into the Alcoholic Beverage and Tobacco Trust Fund.

(d) The holder of a permit may renew the permit each year, on or before January 15, upon payment of the annual permit fee. A dealer that does not timely renew its permit must pay a delinquent renewal fee of $5 for each month or portion of a month occurring after expiration, and before renewal, of the dealer's permit. The division shall establish, by rule, a renewal procedure that, to the greatest extent feasible, combines the application and permitting procedure for permits with the application and licensing system for alcoholic beverages.

(e) The division may not grant an exemption from the permit fees prescribed in this subsection for any applicant.

(2)(a) Permits may be issued only to persons who are 21 years of age or older or to corporations the officers of which are 21 years of age or older.

(b) The division may refuse to issue a permit to any person, firm, association, or corporation the permit of which has been revoked; to any corporation an officer of which has had his or her permit revoked; or to any person who is or has been an officer of a corporation the permit of which has been revoked. Any permit issued to a firm, association, or corporation prohibited from obtaining a permit under this section shall be revoked by the division.

(3) Upon approval of an application for a permit, the division shall issue to the applicant a permit for the place of business or premises specified in the application. A permit is not assignable and is valid only for the person in whose name the permit is issued and for the place designated in the permit. The permit shall be conspicuously displayed at all times at the place for which issued.

(4) If a permit has been destroyed or lost, the dealer may apply to the division for the issuance of a duplicate permit. The division shall issue a duplicate permit upon payment of a $15 fee, which the division shall deposit into the Alcoholic Beverage and Tobacco Trust Fund.

History.—s. 3, ch. 92-285; s. 884, ch. 97-103; s. 7, ch. 97-162; s. 8, ch. 2021-14.

**569.004 Consent to inspection and search without warrant**.—An applicant for a permit, by accepting the permit when issued, agrees that the place or premises covered by the permit is subject to inspection and search without a search warrant by the division or its authorized assistants, and by sheriffs, deputy sheriffs, or police officers, to determine compliance with this chapter, including part II of this chapter if the applicant deals, at retail, in nicotine products within the state or allows a nicotine products vending machine to be located on its premises within the state.

History.—s. 4, ch. 92-285; s. 8, ch. 97-162; s. 9, ch. 2021-14.

**569.005 Operating without a retail tobacco products dealer permit; penalty**.—

(1) It is unlawful for a person, firm, association, or corporation to deal, at retail, in tobacco products, in any manner, or to allow a tobacco products vending machine to be located on its premises, without having a retail tobacco products dealer permit as required by s. 569.003. A person who violates this section is guilty of a noncriminal violation, punishable by a fine of not more than $500.

(2) Any person who violates this section shall be cited for such infraction and shall be cited to appear before the county court. The citation may indicate the time, date, and location of the scheduled hearing and must indicate that the penalty for a noncriminal violation is a fine of not more than $500.

(3) A person cited for an infraction under this section may:

(a) Post a $500 bond; or

(b) Sign and accept the citation indicating a promise to appear.

(4)(a) A person cited with violating this section may:

1. Pay the $500 fine, either by mail or in person, within 10 days after receiving the citation; or

2. If that person has posted a bond, forfeit the bond by not appearing at the scheduled hearing.

(b) If the person cited pays the $500 fine or forfeits the bond, that person is deemed to have admitted violating this section and to have waived the right to a hearing on the issue of commission of the violation. Such admission may not be used as evidence in any other proceeding.

(5) The court, after a hearing, shall make a determination as to whether an infraction has been committed. If the commission of an infraction has been proven beyond a reasonable doubt, the court may impose a civil penalty in an amount that may not exceed $500.

(6) If a person is found by the court to have committed the infraction, that person may appeal that finding to the circuit court.

History.—s. 5, ch. 92-285.

**569.006 Retail tobacco products dealers; administrative penalties**.—The division may suspend or revoke the permit of the dealer upon sufficient cause appearing of the violation of any of the provisions of this chapter, including part II of this chapter if the dealer deals, at retail, in nicotine products within the state or allows a nicotine products vending machine to be located on its premises within the state, by a dealer or by a dealer's agent or employee. The division may also assess and accept administrative fines of up to $1,000 against a dealer for each violation. The division shall deposit all fines collected into the General Revenue Fund as collected. An order imposing an administrative fine becomes effective 15 days after the date of the order. The division may suspend the imposition of a penalty against a dealer, conditioned upon the dealer's compliance with terms the division considers appropriate.

History.—s. 6, ch. 92-285; s. 9, ch. 97-162; s. 10, ch. 2021-14.

**569.007 Sale or delivery of tobacco products; restrictions**.—

(1) In order to prevent persons under 21 years of age from purchasing or receiving tobacco products, the sale or delivery of tobacco products is prohibited, except:

(a) When under the direct control or line of sight of the dealer or the dealer's agent or employee; or

(b) Sales from a vending machine are prohibited under the provisions of paragraph (1)(a) and are only permissible from a machine that is equipped with an operational lockout device which is under the control of the dealer or the dealer's agent or employee who directly regulates the sale of items through the machine by triggering the lockout device to allow the dispensing of one tobacco product. The lockout device must include a mechanism to prevent the machine from functioning if the power source for the lockout device fails or if the lockout device is disabled and a mechanism to ensure that only one tobacco product is dispensed at a time.

(2) The provisions of subsection (1) shall not apply to an establishment that prohibits persons under 21 years of age on the licensed premises.

(3) The provisions of subsection (1) shall not apply to the sale or delivery of cigars and pipe tobacco.

(4) A dealer or a dealer's agent or employee must require proof of age of a purchaser of a tobacco product before selling the product to that person, unless the purchaser appears to be 30 years of age or older.

(5) A wholesale dealer or distributing agent, as those terms are defined in s. 210.01, or a distributor, as defined in s. 210.25, may sell or deliver tobacco products only to dealers who have permits.

History.—s. 7, ch. 92-285; s. 53, ch. 95-144; s. 11, ch. 97-162; s. 11, ch. 2021-14.

**569.0073 Special provisions; smoking pipes and smoking devices**.—

(1) It is unlawful for any person to offer for sale at retail any of the items listed in subsection (2) unless such person:

(a) Has a retail tobacco products dealer permit under s. 569.003. The provisions of this chapter apply to any person that offers for retail sale any of the items listed in subsection (2); and

(b)1. Derives at least 75 percent of its annual gross revenues from the retail sale of cigarettes, cigars, and other tobacco products; or

2. Derives no more than 25 percent of its annual gross revenues from the retail sale of the items listed in subsection (2).

(2) The following smoking pipes and smoking devices are subject to the provisions of this section:

(a) Metal, wooden, acrylic, glass, stone, plastic, or ceramic smoking pipes, with or without screens, permanent screens, or punctured metal bowls.
(b) Water pipes.
(c) Carburetion tubes and devices.
(d) Chamber pipes.
(e) Carburetor pipes.
(f) Electric pipes.
(g) Air-driven pipes.
(h) Chillums.
(i) Bongs.
(j) Ice pipes or chillers.

(3) Any person who violates this section commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

History.—s. 1, ch. 2010-118.

**569.0075 Gift of sample tobacco products prohibited**.—The gift of sample tobacco products to any person under the age of 21 by an entity licensed or permitted under the provisions of chapter 210 or this part, or by an employee of such entity, is prohibited and is punishable as provided in s. 569.101.

History.—s. 12, ch. 97-162; s. 12, ch. 2021-14.

**569.008 Responsible retail tobacco products dealers; qualifications; mitigation of disciplinary penalties; diligent management and supervision; presumption.—**

(1) The Legislature intends to prevent the sale of tobacco products to persons under 21 years of age and to encourage retail tobacco products dealers to comply with responsible practices in accordance with this section.

(2) To qualify as a responsible retail tobacco products dealer, the dealer must establish and implement procedures designed to ensure that the dealer's employees comply with the provisions of this chapter. The dealer must provide a training program for the dealer's employees which addresses the use and sale of tobacco products and which includes at least the following topics:

(a) Laws covering the sale of tobacco products.

(b) Methods of recognizing and handling customers under 21 years of age.

(c) Procedures for proper examination of identification cards in order to verify that customers are not under 21 years of age.

(d) The use of the age audit identification function on electronic point-of-sale equipment, where available.

(3) In determining penalties under s. 569.006, the division may mitigate penalties imposed against a dealer because of an employee's illegal sale of a tobacco product to a person under 21 years of age if the following conditions are met:

(a) The dealer is qualified as a responsible dealer under this section.

(b) The dealer provided the training program required under subsection (2) to that employee before the illegal sale occurred.

(c) The dealer had no knowledge of that employee's violation at the time of the violation and did not direct, approve, or participate in the violation.

(d) If the sale was made through a vending machine, the machine was equipped with an operational lock-out device.

(4) The division shall develop and make available a model tobacco products training program designed to ensure adherence to this act by dealers and their employees which, if followed, will qualify dealers as responsible dealers.

(5) Dealers shall exercise diligence in the management and supervision of their premises and in the supervision and training of their employees, agents, or servants. In proceedings to impose penalties under s. 569.006, proof that employees, agents, or servants of the dealer, while in the scope of their employment, committed at least three violations of s. 569.101 during a 180-day period shall be prima facie evidence of a lack of due diligence by the dealer in the management and supervision of his or her premises and in the supervision and training of employees, agents, officers, or servants.

(6) The division may consider qualification as a responsible retail tobacco products dealer under this section as evidence that the dealer properly exercised the diligence required under this section.

History.—s. 8, ch. 92-285; s. 13, ch. 97-162; s. 13, ch. 2021-14.

**569.009 Rulemaking authority**.—The division shall adopt any rules necessary to administer and enforce the provisions of this part.

History.—s. 9, ch. 92-285; s. 14, ch. 97-162; s. 14, ch. 2021-14.

**569.101 Selling, delivering, bartering, furnishing, or giving tobacco products to persons under 21 years of age; criminal penalties; defense.—**

(1) It is unlawful to sell, deliver, barter, furnish, or give, directly or indirectly, to any person who is under 21 years of age, any tobacco product.

(2) Any person who violates subsection (1) commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083. However, any person who violates subsection (1) for a second or subsequent time within 1 year of the first violation, commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(3) A person charged with a violation of subsection (1) has a complete defense if, at the time the tobacco product was sold, delivered, bartered, furnished, or given:

(a) The buyer or recipient falsely evidenced that she or he was 21 years of age or older;

(b) The appearance of the buyer or recipient was such that a prudent person would believe the buyer or recipient to be 21 years of age or older; and

(c) Such person carefully checked a driver license or an identification card issued by this state or another state of the United States, a passport, or a United States armed services identification card presented by the buyer or recipient and acted in good faith and in reliance upon the representation and appearance of the buyer or recipient in the belief that the buyer or recipient was 21 years of age or older.

History.—ss. 1, 2, ch. 5716, 1907; RGS 5530; CGL 7696; s. 1083, ch. 71-136; s. 1, ch. 85-100; s. 218, ch. 91-224; s. 11, ch. 92-285; s. 1388, ch. 97-102; s. 3, ch. 97-162; s. 15, ch. 2021-14.

Note.—Former s. 859.06.

**569.11 Possession, misrepresenting age or military service to purchase, and purchase of tobacco products by persons under 21 years of age prohibited; penalties; jurisdiction; disposition of fines.—**

(1) It is unlawful for any person under 21 years of age to knowingly possess any tobacco product. Any person under 21 years of age who violates this subsection commits a noncriminal violation as provided in s. 775.08(3), punishable by:

(a) For a first violation, 16 hours of community service or, instead of community service, a $25 fine. In addition, the person must attend a school-approved anti-tobacco program, if locally available; or

(b) For a second or subsequent violation within 12 weeks after the first violation, a $25 fine.

Any second or subsequent violation not within the 12-week period after the first violation is punishable as provided for a first violation.

(2) It is unlawful for any person under 21 years of age to misrepresent his or her age or military service for the purpose of inducing a dealer or an agent or employee of the dealer to sell, give, barter, furnish, or deliver any tobacco product, or to purchase, or attempt to purchase, any tobacco product from a person or a vending machine. Any person under 21 years of age who violates this subsection commits a noncriminal violation as provided in s. 775.08(3), punishable by:

(a) For a first violation, 16 hours of community service or, instead of community service, a $25 fine and, in addition, the person must attend a school-approved anti-tobacco program, if available; or

(b) For a second or subsequent violation within 12 weeks after the first violation, a $25 fine.

Any second or subsequent violation not within the 12-week period after the first violation is punishable as provided for a first violation.

(3) Any person under 21 years of age cited for committing a noncriminal violation under this section must sign and accept a civil citation indicating a promise to appear before the county court or comply with the requirement for paying the fine and must attend a school-approved anti-tobacco program, if locally available. If a fine is assessed for a violation of this section, the fine must be paid within 30 days after the date of the citation or, if a court appearance is mandatory, within 30 days after the date of the hearing.

(4) A person charged with a noncriminal violation under this section must appear before the county court or comply with the requirement for paying the fine. The court, after a hearing, shall make a determination as to whether the noncriminal violation was committed. If the court finds the violation was committed, it shall impose an appropriate penalty as specified in subsection (1) or subsection (2). A person who participates in community service shall be considered an employee of the state for the purpose of chapter 440 for the duration of such service.

(5)(a) If a person under 21 years of age is found by the court to have committed a noncriminal violation under this section and that person has failed to complete community service, pay the fine as required by paragraph (1)(a) or

paragraph (2)(a), or attend a school-approved anti-tobacco program, if locally available, the court may direct the Department of Highway Safety and Motor Vehicles to withhold issuance of or suspend the driver license or driving privilege of that person for a period of 30 consecutive days.

(b) If a person under 21 years of age is found by the court to have committed a noncriminal violation under this section and that person has failed to pay the applicable fine as required by paragraph (1)(b) or paragraph (2)(b), the court may direct the Department of Highway Safety and Motor Vehicles to withhold issuance of or suspend the driver license or driving privilege of that person for a period of 45 consecutive days.

(6) Eighty percent of all civil penalties received by a county court pursuant to this section shall be remitted by the clerk of the court to the Department of Revenue for transfer to the Department of Education to provide for teacher training and for research and evaluation to reduce and prevent the use of tobacco products by children. The remaining 20 percent of civil penalties received by a county court pursuant to this section shall remain with the clerk of the county court to cover administrative costs.

History.—s. 5, ch. 97-162; s. 3, ch. 99-156; s. 9, ch. 99-259; s. 34, ch. 2001-63; s. 30, ch. 2001-122; s. 27, ch. 2019-167; s. 16, ch. 2021-14.

**569.12 Jurisdiction; tobacco product and nicotine product enforcement officers or agents; enforcement.—**

(1) In addition to the Division of Alcoholic Beverages and Tobacco of the Department of Business and Professional Regulation, any law enforcement officer certified under s. 943.10(1), (6), or (8) shall enforce the provisions of this chapter.

(2)(a) A county or municipality may designate certain of its employees or agents as tobacco product and nicotine product enforcement officers. The training and qualifications of the employees or agents for such designation shall be determined by the county or the municipality. Nothing in this section shall be construed to permit the carrying of firearms or other weapons by a tobacco product and nicotine product enforcement agent, nor does designation as a tobacco product and nicotine product enforcement officer provide the employee or agent with the power of arrest or subject the employee or agent 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.

(b) A tobacco product and nicotine product enforcement officer is authorized to issue a citation to a person under the age of 21 when, based upon personal investigation, the officer has reasonable cause to believe that the person has committed a civil infraction in violation of s. 386.212, s. 569.11, or s. 569.42.

(3) A correctional probation officer as defined in s. 943.10(3) is authorized to issue a citation to a person under the age of 21 when, based upon personal investigation, the officer has reasonable cause to believe that the person has committed a civil infraction in violation of s. 569.11 or s. 569.42.

(4) A citation issued to any person violating the provisions of s. 569.11 or s. 569.42 shall be in a form prescribed by the Division of Alcoholic Beverages and Tobacco of the Department of Business and Professional Regulation and shall contain:

(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 the civil infraction was committed.

(d) The facts constituting reasonable cause.

(e) The number of the Florida statute violated.

(f) The name and authority of the citing officer.

(g) The procedure for the person to follow in order to contest the citation, perform the required community service, attend the required anti-tobacco or anti-tobacco and anti-nicotine program, or to pay the civil penalty.

History.—s. 6, ch. 97-162; s. 17, ch. 2021-14.

**569.14 Posting of a sign stating that the sale of tobacco products or nicotine products to persons under 21 years of age is unlawful; enforcement; penalty.—**

(1) A dealer that sells tobacco products shall post a clear and conspicuous sign in each place of business where such products are sold which substantially states the following:

THE SALE OF TOBACCO PRODUCTS TO PERSONS UNDER THE AGE OF 21 IS AGAINST FLORIDA LAW. PROOF OF AGE IS REQUIRED FOR PURCHASE.

(2) A dealer that sells tobacco products and nicotine products or nicotine dispensing devices may use a sign that substantially states the following:

THE SALE OF TOBACCO PRODUCTS, NICOTINE PRODUCTS, OR NICOTINE DISPENSING DEVICES TO PERSONS UNDER THE AGE OF 21 IS AGAINST FLORIDA LAW. PROOF OF AGE IS REQUIRED FOR PURCHASE.

A dealer that uses a sign as described in this subsection meets the signage requirements of subsection (1) and s. 569.43(1).

(3) The division shall make available to dealers of tobacco products signs that meet the requirements of subsection (1) or subsection (2).

(4) Any dealer that sells tobacco products shall provide at the checkout counter in a location clearly visible to the dealer or the dealer's agent or employee instructional material in a calendar format or similar format to assist in determining whether a person is of legal age to purchase tobacco products. This point of sale material must contain substantially the following language:

IF YOU WERE NOT BORN BEFORE THIS DATE

(insert date and applicable year)

YOU CANNOT BUY TOBACCO PRODUCTS,

NICOTINE PRODUCTS, OR NICOTINE DISPENSING DEVICES.

Upon approval by the division, in lieu of a calendar a dealer may use card readers, scanners, or other electronic or automated systems that can verify whether a person is of legal age to purchase tobacco products. Failure to comply with the provisions contained in this subsection shall result in imposition of administrative penalties as provided in s. 569.006.

(5) The division, through its agents and inspectors, shall enforce this section.

(6) Any person who fails to comply with subsection (1) is guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

History.—s. 1, ch. 89-259; s. 12, ch. 92-285; s. 252, ch. 94-218; s. 10, ch. 97-162; s. 1, ch. 2014-65; s. 18, ch. 2021-14.

Note.—Former s. 859.061.

**569.19 Annual report**.—The division shall report annually with written findings to the Legislature and the Governor by December 31 on the progress of implementing the enforcement provisions of this part. This must include, but is not limited to:

(1) The number and results of compliance visits.

(2) The number of violations for failure of a retailer to hold a valid license.

(3) The number of violations for selling tobacco products to persons under age 21 and the results of administrative hearings on the above and related issues.

(4) The number of persons under age 21 cited for violations of s. 569.11 and sanctions imposed as a result of citation.

History.—s. 16, ch. 97-162; s. 116, ch. 2010-5; s. 19, ch. 2021-14.

**569.21 Expenditure of tobacco settlement proceeds**.—The following guidelines shall be applied to the expenditure of all funds paid to the State of Florida as a result of litigation entitled State of Florida et al. v. American Tobacco Company et al., No. 95-1466AH, in the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County:

(1) The Legislature asserts its rights to appropriate all funds paid or payable to the state through the tobacco settlement. Before any funds are released, the Legislature must approve all program and funding proposals.

(2) A trust fund should be created solely for the purpose of receiving and managing settlement funds, and a full and complete record of all budget and expenditure actions should be maintained.

(3) Administrative costs associated with programs and providers that receive funds from the tobacco settlement should be set at a reasonable level, consistent with best management practices.

(4) Local law enforcement agencies, businesses, and school districts should be involved in enforcement efforts as appropriate to the mission of each organization.

(5) Funds received from the tobacco settlement may not be used for advertising that includes the name, voice, or likeness of any elected or appointed public official.

(6) Greater emphasis should be placed on funding education, training, and enforcement programs than is placed on the funding of advertising.

(7) County health departments must administer funds provided to each local coalition that is not specifically granted an exemption by the Legislature. Exemptions from requirements to administer coalition programs by county health departments shall be limited to established administrative entities that meet a test of several criteria established by the Department of Health and may not include provider agencies that could receive funding from the settlement.

(8) Programs which raise matching funds should be maximized in order to get the greatest leverage of state funds.

(9) Grant and contract processes should be competitive and objective.

(10) Requests for information or for proposals should emphasize that performance measures will be required for all contracts and grants.

(11) A substantial portion of the program should be character-based and focused on rewarding appropriate values and behavior in youth.

(12) Needs of the minority youth community in this state should be addressed.

History.—s. 2, ch. 98-63.

**569.215 Confidential records relating to tobacco settlement agreement.—**

(1) Proprietary confidential business information received by the Governor, the Attorney General, or outside counsel representing the State of Florida in negotiations for settlement payments pursuant to the settlement agreement, as amended, in the case of State of Florida et al. v. American Tobacco Company et al., No. 95-1466AH, in the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, or received by the Chief Financial Officer or the Auditor General for any purpose relating to verifying settlement payments made pursuant to the settlement agreement is confidential and exempt from s. 119.07(1) and s. 24(a) of Art. I of the State Constitution. Any state or federal agency that is authorized to have access to such documents by any provision of law shall be granted such access in furtherance of such agency's statutory duties, notwithstanding the provisions of this section. Proprietary confidential business information received under this section shall not retain its confidential and exempt status if that information is made public, including publicizing such information in a Securities and Exchange Commission filing, an annual financial statement, or other document or means.

(2) As used in this section, the term "proprietary confidential business information" means information, regardless of form or characteristics, which is owned or controlled by a tobacco company that is a signatory to the settlement agreement, as amended, in the case of State of Florida et al. v. American Tobacco Company et al., No. 95-1466AH, in the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, is intended to be and is treated by a tobacco company as private in that the disclosure of the information would cause harm to the company's business operations, and has not been disclosed unless disclosed pursuant to a statutory provision, an order of a court or administrative body, or private agreement that provides that the information will not be released to the public. The term includes, but is not limited to:

(a) Trade secrets as defined in s. 688.002.

(b) Information in a Form 10-K that is confidential pursuant to an order of the Division of Corporation Finance of the Securities and Exchange Commission.

(c) Internal auditing control policies and procedures and reports of internal auditors.

(d) Financial operating and marketing information prepared in the ordinary course of business, the disclosure of which could impair the competitive business of the provider of information.

(e) Financial statements, which consist of balance sheets, statements of income and cash flows, and notes related thereto, of any subsidiary that is part of a consolidated group and engaged in the production or sale of tobacco products.

(f) Report letters from independent auditors relating to domestic operating company income.

(g) Analyses of specific items of revenue and expense included in operating profit and extraordinary items. As used in this paragraph, the term "extraordinary items" consists of one-time tobacco litigation settlement costs and restructuring charges.

(h) Working papers, schedules, analyses, and reconciliations prepared by company personnel for the purpose of clarifying the disclosures of domestic tobacco revenues and operating profit contained in financial statements or other information related to the sale or production of tobacco products.

History.—s. 1, ch. 2001-136; s. 735, ch. 2003-261; s. 1, ch. 2006-160.

**569.23 Security requirements for tobacco settlement agreement signatories, successors, parents, and affiliates.—**

(1) As used in this section, the term "tobacco settlement agreement" means any settlement agreement, as amended, entered into by the state and one or more cigarette manufacturers in settlement of State of Florida v. American Tobacco Co., No. 95-1466AH (Fla. 15th Cir. Ct.). As used in this section, the term "security" means supersedeas bonds, other surety permitted by Florida law, or cash.

(2) In any civil action involving a signatory, or a successor, parent, or affiliate of a signatory, to a tobacco settlement agreement, the security to be furnished during the pendency of all appeals or discretionary appellate reviews, including reviews by the United States Supreme Court, of any judgment in such litigation shall be set pursuant to applicable laws or court rules, except that the total cumulative value of all security required to stay the execution of the judgment may not exceed $100 million for all appellants collectively, regardless of the total value of the judgment.

(3)(a)1. In civil actions against a signatory, or a successor, parent, or affiliate of a signatory, to a tobacco settlement agreement brought by or on behalf of persons who claim or have been determined to be members of a former class action that was decertified in whole or in part, the trial courts shall automatically stay the execution of any judgment in any such actions during the pendency of all appeals or discretionary appellate reviews of such judgment in Florida courts, upon provision of security as required in this paragraph. All security shall be provided through the posting with or payment into the registry of the clerk of the Supreme Court.

2. The total amount of security that must be provided for all appellants collectively with regard to a single judgment is equal to the lesser of the amount of the judgment to be stayed or the amount of security per judgment required based on the following tiers of judgments on appeal in the courts of this state at the time the security is provided:

TIER—

| NUMBER OF JUDGMENTS | AMOUNT OF SECURITY PER JUDGMENT | MAXIMUM TOTAL ALL SECURITY |
|---|---|---|
| 1-40 | $5,000,000 | $200,000,000 |
| 41-80 | $2,500,000 | $200,000,000 |
| 81-100 | $2,000,000 | $200,000,000 |
| 101-150 | $1,333,333 | $199,999,950 |
| 151-200 | $1,000,000 | $200,000,000 |
| 201-300 | $666,667 | $200,000,100 |
| 301-500 | $400,000 | $200,000,000 |
| 501-1,000 | $200,000 | $200,000,000 |
| 1,001-2,000 | $100,000 | $200,000,000 |
| 2,001-3,000 | $66,667 | $200,001,000 |

3. In cases having multiple defendants, an individual appellant shall provide security in proportion to the percent or amount of liability specifically allocated against that appellant in the judgment, or, if liability is not specifically allocated in the judgment, for a share of the unallocated portion of the judgment determined by dividing the unallocated portion of the judgment equally among all defendants against whom the judgment is entered. Once an appellant has provided its required security with respect to a judgment, that appellant is entitled to a stay of that judgment regardless of whether other defendants in that case have provided the security required of them.

4. When the number of judgments on appeal changes so that the total is within a higher or lower tier, the amount of security required in each case shall change by operation of law, upon notice provided by any party to all other parties and upon deposit within 30 days after notice of any additional security required hereunder, from the amount of security previously posted to an amount consistent with the statutory appeal bond rights prescribed in this paragraph. When the amount of security on deposit is changed pursuant to this subparagraph, the security shall be modified as follows:

a. If the security on deposit is in the form of a supersedeas bond or other surety, the appellant shall replace or supplement that supersedeas bond or other surety with security in the new amount as required by this paragraph.

b. If the security on deposit is in the form of cash, the clerk of the Supreme Court shall, as appropriate:

(I) Upon the request of the appellant and notice to all appellees affected, refund to the appellant the difference between the amount of security on deposit and the reduced amount of security required or hold the difference as a credit against future security to be posted by that appellant; or

(II) Record any additional cash provided by the appellant.

(b)1. In any action subject to this subsection, if there is no appeal or discretionary appellate review pending in a Florida court and an appellant exercises its right to seek discretionary appellate review outside of Florida courts, including a review by the United States Supreme Court, the trial court shall automatically stay the execution of the judgment in any such action during the pendency of the appeal, upon provision of security as required in this paragraph. All security shall be provided through the posting with or payment into the registry of the clerk of the Supreme Court of this state.

2. The amount of security shall be equal to the lesser of the amount of the judgment to be stayed or three times the security required to stay the execution of a judgment during all appellate review in Florida courts at the time appellate review is sought under this paragraph.

(c) A claim may not be made against the security provided by an appellant unless an appellant fails to pay a judgment in a case covered by this subsection within 30 days after the judgment becomes final. For purposes of this subsection, a judgment is “final” following the completion of all appeals or discretionary appellate reviews, including reviews by the United States Supreme Court. If an appellant fails to pay a judgment within such time period, the security for that judgment provided by that appellant shall be available to satisfy the judgment in favor of the appellee. Upon satisfaction of the judgment in any case, the clerk of the Supreme Court may refund any security on deposit with respect to that case to the appellant upon an order from the trial court confirming satisfaction of the judgment.

(d) The clerk of the Supreme Court shall collect fees for receipt of deposits under this subsection as authorized by ss. 28.231 and 28.24(11). In addition, for as long as any cash remains on deposit with the clerk pursuant to this subsection, the clerk of the Supreme Court is entitled to regularly receive as an additional fee the net investment income earned thereon. The clerk shall use the services of the Chief Financial Officer, as needed, for the custody and management of all bonds, other surety, or cash posted or deposited with the clerk. All fees collected pursuant to this subsection shall be deposited in the State Courts Revenue Trust Fund for use as specified by law.

(e)1. It is the intent of the Legislature that the clerk of the Supreme Court maintain a record of the number of appeals in Florida courts and all security posted with or paid into the registry of the Supreme Court under this subsection. It is further the intent of the Legislature that the clerk regularly update the records to reflect any revisions in the amount of previously posted or paid security.

2. A signatory, or a successor, parent, or affiliate of a signatory, to a tobacco settlement agreement shall maintain on a continuing basis an accounting of security provided under this subsection, including, but not limited to, the specific amount of security provided with respect to each specific judgment and the date on which it was provided, the amount and date of any adjustments upward or downward to security provided and the basis for the adjustment, and the date of any final disposition related to security. By July 15 of each year, the entity shall provide to the clerk of the Supreme Court an updated copy of the accounting reflecting activity through the immediately preceding June 30, in a manner prescribed by the Supreme Court. A verified copy of such accounting shall also be filed in each circuit court case in which each such judgment was entered.

3. By August 1, 2009, a signatory, or a successor, parent, or affiliate of a signatory, to a tobacco settlement agreement shall provide to the clerk of the Supreme Court a list of all civil actions, as of the date the list is provided and identified by case name and court case number, against the signatory, or a successor, parent, or affiliate of a signatory, brought by or on behalf of persons who claim or have been determined to be members of a former class action that was decertified in whole or in part. A signatory, or a successor, parent, or affiliate of a signatory, shall provide to the clerk the same information on any additional actions filed within 60 days after the additional action is joined.

(4) Notwithstanding subsections (2) and (3), if, after notice and hearing, a plaintiff proves by a preponderance of the evidence that a defendant who posted or paid security under this section is purposefully dissipating assets outside the ordinary course of business to avoid payment of the judgment, the court may enter necessary orders as to that defendant to protect the plaintiff, including an order that the security be posted or paid in an amount up to the full amount of the judgment against that defendant.

(5) This section does not apply to any past, present, or future action brought by the State of Florida against one or more signatories to the settlement agreement.

History.—s. 1, ch. 2003-133; s. 1, ch. 2009-188; s. 16, ch. 2011-61; s. 24, ch. 2021-116.

**PART II**
**NICOTINE PRODUCTS**

**569.31 Definitions.**
**569.315 Preemption.**
**569.32 Retail nicotine products dealer permits; application; qualifications; renewal; duplicates.**
**569.33 Consent to inspection and search without warrant.**
**569.34 Operating without a retail nicotine products dealer permit; penalty.**
**569.35 Retail nicotine product dealers; administrative penalties.**
**569.37 Sale or delivery of nicotine products; restrictions.**
**569.38 Gift of sample nicotine products and nicotine dispensing devices.**
**569.381 Responsible retail nicotine products dealers; qualifications; mitigation of disciplinary penalties; diligent management and supervision; presumption.**
**569.39 Rulemaking authority.**
**569.41 Selling, delivering, bartering, furnishing, or giving nicotine products to persons under 21 years of age; criminal penalties; defense.**
**569.42 Possession, misrepresenting age or military service to purchase, and purchase of nicotine products by persons under 21 years of age prohibited; penalties; jurisdiction; disposition of fines.**

**569.43 Posting of a sign stating that the sale of nicotine products or nicotine dispensing devices to persons under 21 years of age is unlawful; enforcement; penalty.**
**569.44 Annual report.**
**569.45 Mail order, Internet, and remote sales of nicotine products; age verification.**

**569.31 Definitions**.—As used in this part, the term:

(1) "Dealer" is synonymous with the term "retail nicotine products dealer."

(2) "Division" means the Division of Alcoholic Beverages and Tobacco of the Department of Business and Professional Regulation.

(3) "Nicotine dispensing device" means any product that employs an electronic, chemical, or mechanical means to produce vapor or aerosol from a nicotine product, including, but not limited to, an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or other similar device or product, any replacement cartridge for such device, and any other container of nicotine in a solution or other form intended to be used with or within an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or other similar device or product.

(4) "Nicotine product" means any product that contains nicotine, including liquid nicotine, which is intended for human consumption, whether inhaled, chewed, absorbed, dissolved, or ingested by any means. The term also includes any nicotine dispensing device. The term does not include a:

(a) Tobacco product, as defined in s. 569.002;

(b) Product regulated as a drug or device by the United States Food and Drug Administration under Chapter V of the Federal Food, Drug, and Cosmetic Act; or

(c) Product that contains incidental nicotine.

(5) "Permit" is synonymous with the term "retail nicotine products dealer permit."

(6) "Retail nicotine products dealer" means the holder of a retail nicotine products dealer permit.

(7) "Retail nicotine products dealer permit" means a permit issued by the division under s. 569.32.

(8) "Self-service merchandising" means the open display of nicotine products, whether packaged or otherwise, for direct retail customer access and handling before purchase without the intervention or assistance of the dealer or the dealer's owner, employee, or agent. An open display of such products and devices includes the use of an open display unit.

(9) "Any person under the age of 21" does not include any person under the age of 21 who:

(a) Is in the military reserve or on active duty in the Armed Forces of the United States; or

(b) Is acting in his or her scope of lawful employment.

History.—s. 20, ch. 2021-14.

**569.315 Preemption**.—The establishment of the minimum age for purchasing or possessing, and the regulation for the marketing, sale, or delivery of, nicotine products is preempted to the state.

History.—s. 21, ch. 2021-14.

**569.32 Retail nicotine products dealer permits; application; qualifications; renewal; duplicates.—**

(1)(a) Each person, firm, association, or corporation that seeks to deal, at retail, in nicotine products within the state, or to allow a nicotine products vending machine to be located on its premises in the state, must obtain a retail nicotine products dealer permit for each place of business or premises at which nicotine products are sold. Each dealer owning, leasing, furnishing, or operating vending machines through which nicotine products are sold must obtain a permit for each machine and shall post the permit in a conspicuous place on or near the machine; however, if the dealer has more than one vending machine at a single location or if nicotine products are sold both over the counter and through a vending machine at a single location, the dealer need obtain only one permit for that location.

(b) Application for a permit must be made on a form furnished by the division and must set forth the name under which the applicant transacts or intends to transact business, the address of the location of the applicant's place of business within the state, and any other information the division requires. If the applicant has or intends to have more than one place of business dealing in nicotine products within the state, a separate application must be made for each place of business. If the applicant is a firm or an association, the application must set forth the names and addresses of the persons constituting the firm or association; if the applicant is a corporation, the application must set forth the names and addresses of the principal officers of the corporation. The application must also set forth any other information prescribed by the division for the purpose of identifying the applicant firm, association, or corporation. The application must be signed and verified by oath or affirmation by the owner, if a sole proprietor; or, if the owner is a firm, association, or partnership, by the members or partners thereof; or, if the owner is a corporation, by an executive officer of the corporation or by a person authorized by the corporation to sign the application, together with the written evidence of this authority.

(2)(a) Permits may be issued only to persons who are 21 years of age or older or to corporations the officers of which are 21 years of age or older.

(b) The division may refuse to issue a permit to any person, firm, association, or corporation the permit of which has been revoked; to any corporation an officer of which has had his or her permit revoked; or to any person who is or has been an officer of a corporation the permit of which has been revoked. Any permit issued to a firm, association, or corporation prohibited from obtaining a permit under this chapter shall be revoked by the division.

(3) Upon approval of an application for a permit, the division shall issue to the applicant a permit for the place of business or premises specified in the application. A permit is not assignable and is valid only for the person in whose name the permit is issued and for the place designated in the permit. The permit shall be conspicuously displayed at all times at the place for which issued.

History.—s. 22, ch. 2021-14.

**569.33 Consent to inspection and search without warrant**.—An applicant for a retail nicotine products dealer permit, by accepting the permit when issued, agrees that the place or premises covered by the permit is subject to inspection and search without a search warrant by the division or its authorized assistants, and by sheriffs, deputy sheriffs, or police officers, to determine compliance with this part.

History.—s. 23, ch. 2021-14.

**569.34 Operating without a retail nicotine products dealer permit; penalty**.—

(1) It is unlawful for a person, firm, association, or corporation to deal, at retail, in nicotine products, in any manner, or to allow a nicotine products vending machine to be located on its premises, without having a retail nicotine product dealer permit as required by s. 569.32. A person who violates this section commits a noncriminal violation, punishable by a fine of not more than $500.

(2) A retail tobacco products dealer, as defined in s. 569.002(4), is not required to have a separate or additional retail nicotine products dealer permit to deal, at retail, in nicotine products within the state, or allow a nicotine products vending machine to be located on its premises in the state. Any retail tobacco products dealer that deals, at retail, in nicotine products or allows a nicotine products vending machine to be located on its premises in the state, is subject to, and must be in compliance with, this part.

(3) Any person who violates this section shall be cited for such infraction and shall be cited to appear before the county court. The citation may indicate the time, date, and location of the scheduled hearing and must indicate that the penalty for a noncriminal violation is a fine of not more than $500.

(a) A person cited for an infraction under this section may:

1. Post a $500 bond; or

2. Sign and accept the citation indicating a promise to appear.

(b) A person cited for violating this section may:

1. Pay the fine, either by mail or in person, within 10 days after receiving the citation; or

2. If the person has posted bond, forfeit the bond by not appearing at the scheduled hearing.

(c) If the person pays the fine or forfeits bond, the person is deemed to have admitted violating this section and to have waived the right to a hearing on the issue of commission of the violation. Such admission may not be used as evidence in any other proceeding.

(d) The court, after a hearing, shall make a determination as to whether an infraction has been committed. If the commission of an infraction has been proven beyond a reasonable doubt, the court may impose a civil penalty in an amount that may not exceed $500.

(e) If a person is found by the court to have committed the infraction, that person may appeal that finding to the circuit court.

History.—s. 24, ch. 2021-14.

**569.35 Retail nicotine product dealers; administrative penalties.—**The division may suspend or revoke the permit of a dealer, including the retail tobacco products dealer permit of a retail tobacco products dealer as defined in s. 569.002(4), upon sufficient cause appearing of the violation of any of the provisions of this part, by a dealer, or by a dealer's agent or employee. The division may also assess and accept an administrative fine of up to $1,000 against a dealer for each violation. The division shall deposit all fines collected into the General Revenue Fund as collected. An order imposing an administrative fine becomes effective 15 days after the date of the order. The division may suspend the imposition of a penalty against a dealer, conditioned upon the dealer's compliance with terms the division considers appropriate.

History.—s. 25, ch. 2021-14.

**569.37 Sale or delivery of nicotine products; restrictions.—**

(1) In order to prevent persons under 21 years of age from purchasing or receiving nicotine products, the sale or delivery of nicotine products is prohibited, except:

(a) When under the direct control or line of sight of the dealer or the dealer's agent or employee; or

(b) Sales from a vending machine are prohibited under paragraph (a) and are only permissible from a machine that is equipped with an operational lockout device that is under the control of the dealer or the dealer's agent or employee who directly regulates the sale of items through the machine by triggering the lockout device to allow the dispensing of one nicotine product. The lockout device must include a mechanism to prevent the machine from functioning if the power source for the lockout device fails or if the lockout device is disabled and a mechanism to ensure that only one nicotine product is dispensed at a time.

(2)(a) A dealer that sells nicotine products may not sell, permit to be sold, offer for sale, or display for sale such products or devices by means of self-service merchandising.

(b) A dealer that sells nicotine products may not place such products or devices in an open display unit unless the unit is located in an area that is inaccessible to customers.

(3) The provisions of subsections (1) and (2) shall not apply to an establishment that prohibits persons under 21 years of age on the licensed premises.

(4) A dealer or a dealer's agent or employee must require proof of age of a purchaser of a nicotine product before selling the product to that person, unless the purchaser appears to be 30 years of age or older.

History.—s. 26, ch. 2021-14.

**569.38 Gift of sample nicotine products and nicotine dispensing devices**.—The gift of sample nicotine products to any person under the age of 21 by an entity permitted under this part, or by an employee of such entity, is prohibited and is punishable as provided in s. 569.41.

History.—s. 27, ch. 2021-14.

**569.381 Responsible retail nicotine products dealers; qualifications; mitigation of disciplinary penalties; diligent management and supervision; presumption**.—

(1) It is the intent of the Legislature to prevent the sale of nicotine products to persons under 21 years of age and to encourage retail nicotine products dealers to comply with responsible practices in accordance with this section.

(2) To qualify as a responsible retail nicotine products dealer, the dealer must establish and implement procedures designed to ensure that the dealer's employees comply with this part. The dealer must provide a training program for the dealer's employees which addresses the use and sale of nicotine products and which includes at least the following topics:

(a) Laws covering the sale of nicotine products.

(b) Methods of recognizing and handling customers under 21 years of age.

(c) Procedures for proper examination of identification cards in order to verify that customers are not under 21 years of age.

(d) The use of the age audit identification function on electronic point-of-sale equipment, where available.

(3) In determining penalties under s. 569.35, the division may mitigate penalties imposed against a dealer because of an employee's illegal sale of a nicotine product to a person under 21 years of age if the following conditions are met:

(a) The dealer is qualified as a responsible dealer under this section.

(b) The dealer provided the training program required under subsection (2) to that employee before the illegal sale occurred.

(c) The dealer had no knowledge of that employee's violation at the time of the violation and did not direct, approve, or participate in the violation.

(d) If the sale was made through a vending machine, the machine was equipped with an operational lock-out device.

(4) The division shall develop and make available a model nicotine products training program designed to ensure adherence to this part by dealers and their employees which, if followed, will qualify dealers as responsible dealers.

(5) Dealers shall exercise diligence in the management and supervision of their premises and in the supervision and training of their employees, agents, or servants. In proceedings to impose penalties under s. 569.35, proof that employees, agents, or servants of the dealer, while in the scope of their employment, committed at least three violations of s. 569.41 during a 180-day period shall be prima facie evidence of a lack of due diligence by the dealer in the management and supervision of his or her premises and in the supervision and training of employees, agents, officers, or servants.

(6) The division may consider qualification as a responsible retail nicotine products dealer under this section as evidence that the dealer properly exercised the diligence required under this section.

History.—s. 28, ch. 2021-14.

**569.39 Rulemaking authority**.—The division shall adopt rules to administer and enforce this part.

History.—s. 29, ch. 2021-14.

**569.41 Selling, delivering, bartering, furnishing, or giving nicotine products to persons under 21 years of age; criminal penalties; defense.—**

(1) It is unlawful to sell, deliver, barter, furnish, or give, directly or indirectly, to any person who is under 21 years of age, any nicotine product.

(2) Any person who violates subsection (1) commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083. However, any person who violates subsection (1) for a second or subsequent time within 1 year after the first violation commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(3) A person charged with a violation of subsection (1) has a complete defense if, at the time the nicotine product was sold, delivered, bartered, furnished, or given:

(a) The buyer or recipient falsely evidenced that she or he was 21 years of age or older;

(b) The appearance of the buyer or recipient was such that a prudent person would believe the buyer or recipient to be 21 years of age or older; and

(c) Such person carefully checked a driver license or an identification card issued by the state or another state of the United States, a passport, or a United States armed services identification card presented by the buyer or recipient and acted in good faith and in reliance upon the representation and appearance of the buyer or recipient in the belief that the buyer or recipient was 21 years of age or older.

History.—s. 30, ch. 2021-14.

# EXHIBIT 2

**569.42 Possession, misrepresenting age or military service to purchase, and purchase of nicotine products by persons under 21 years of age prohibited; penalties; jurisdiction; disposition of fines.—**

(1) It is unlawful for any person under 21 years of age to knowingly possess any nicotine product. Any person under 21 years of age who violates this subsection commits a noncriminal violation as provided in s. 775.08(3), punishable by:

(a) For a first violation, 16 hours of community service or, instead of community service, a $25 fine. In addition, the person must attend a school-approved anti-tobacco and anti-nicotine program, if locally available; or

(b) For a second or subsequent violation within 12 weeks after the first violation, a $25 fine.

Any second or subsequent violation not within the 12-week period after the first violation is punishable as provided for a first violation.

(2) It is unlawful for any person under 21 years of age to misrepresent his or her age or military service for the purpose of inducing a dealer or an agent or employee of the dealer to sell, give, barter, furnish, or deliver any nicotine product, or to purchase, or attempt to purchase, any nicotine product from a person or a vending machine. Any person under 21 years of age who violates this subsection commits a noncriminal violation as defined in s. 775.08(3), punishable by:

(a) For a first violation, 16 hours of community service or, instead of community service, a $25 fine and, in addition, the person must attend a school-approved anti-tobacco and anti-nicotine program, if available; or

(b) For a second or subsequent violation within 12 weeks after the first violation, a $25 fine.

Any second or subsequent violation not within the 12-week period after the first violation is punishable as provided for a first violation.

(3) Any person under 21 years of age cited for committing a noncriminal violation under this section must sign and accept a civil citation indicating a promise to appear before the county court or comply with the requirement for paying the fine and must attend a school-approved anti-tobacco and anti-nicotine program, if locally available. If a fine is assessed for a violation of this section, the fine must be paid within 30 days after the date of the citation or, if a court appearance is mandatory, within 30 days after the date of the hearing.

(4) A person charged with a noncriminal violation under this section must appear before the county court or comply with the requirement for paying the fine. The court, after a hearing, shall make a determination as to whether the noncriminal violation was committed. If the court finds the violation was committed, it shall impose an appropriate penalty as specified in subsection (1) or subsection (2). A person who participates in community service shall be considered an employee of the state for the purpose of chapter 440 for the duration of such service.

(5)(a) If a person under 21 years of age is found by the court to have committed a noncriminal violation under this section and the person has failed to complete community service, pay the fine as required by paragraph (1)(a) or paragraph (2)(a), or attend a school-approved anti-tobacco and anti-nicotine program, if locally available, the court may direct the Department of Highway Safety and Motor Vehicles to withhold issuance of or suspend the driver license or driving privilege of that person for a period of 30 consecutive days.

(b) If a person under 21 years of age is found by the court to have committed a noncriminal violation under this section and that person has failed to pay the applicable fine as required by paragraph (1)(b) or paragraph (2)(b), the court may direct the Department of Highway Safety and Motor Vehicles to withhold issuance of or suspend the driver license or driving privilege of that person for a period of 45 consecutive days.

(6) Eighty percent of all civil penalties received by a county court under this section shall be remitted by the clerk of the court to the Department of Revenue for transfer to the Department of Education to provide for teacher training and for research and evaluation to reduce and prevent the use of nicotine products by children. The remaining 20 percent of civil penalties received by a county court under this section shall remain with the clerk of the county court to cover administrative costs.

History.—s. 31, ch. 2021-14.

**569.43 Posting of a sign stating that the sale of nicotine products or nicotine dispensing devices to persons under 21 years of age is unlawful; enforcement; penalty.—**

(1) A dealer that sells nicotine products shall post a clear and conspicuous sign in each place of business at which such products are sold which substantially states the following:

THE SALE OF NICOTINE PRODUCTS OR NICOTINE DISPENSING DEVICES TO PERSONS UNDER THE AGE OF 21 IS AGAINST FLORIDA LAW. PROOF OF AGE IS REQUIRED FOR PURCHASE.

(2) The division shall make available to dealers of nicotine products signs that meet the requirements of subsection (1).

(3) Any dealer that sells nicotine products shall provide at the checkout counter in a location clearly visible to the dealer or the dealer's agent or employee instructional material in a calendar format or similar format to assist in determining whether a person is of legal age to purchase nicotine products. This point of sale material must contain substantially the following language:

IF YOU WERE NOT BORN BEFORE THIS DATE

(insert date and applicable year)

YOU CANNOT BUY TOBACCO PRODUCTS,

NICOTINE PRODUCTS, OR NICOTINE DISPENSING DEVICES.

Upon approval by the division, in lieu of a calendar a dealer may use card readers, scanners, or other electronic or automated systems that can verify whether a person is of legal age to purchase nicotine products. Failure to comply with the provisions contained in this subsection shall result in imposition of administrative penalties as provided in s. 569.35.

(4) The division, through its agents and inspectors, shall enforce this section.

(5) Any person who fails to comply with subsection (1) commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

History.—s. 32, ch. 2021-14.

**569.44 Annual report.—**The division shall report annually with written findings to the Legislature and the Governor by December 31 on the progress of implementing the enforcement provisions of this part. This must include, but is not limited to:

(1) The number and results of compliance visits.

(2) The number of violations for failure of a retailer to hold a valid permit.

(3) The number of violations for selling nicotine products to persons under age 21 and the results of administrative hearings on the above and related issues.

(4) The number of persons under age 21 cited for violations of s. 569.42 and sanctions imposed as a result of citation.

History.—s. 33, ch. 2021-14.

**569.45 Mail order, Internet, and remote sales of nicotine products; age verification.—**

(1) For purposes of this section, the term:

(a) "Consumer" means a person in the state who comes into possession of any nicotine product who, at the time of possession, is not intending to sell or distribute the nicotine product, or is not a retailer.

(b) "Delivery sale" means any sale of nicotine products to a consumer in the state for which:

1. The consumer submits the order for the sale by telephonic or other voice transmission, mail, delivery service, or the Internet or other online service; or

2. The nicotine products are delivered by use of mail or a delivery service.

(c) "Delivery service" means any person engaged in the commercial delivery of letters, packages, or other containers.

(d) "Legal minimum purchase age" means the minimum age at which an individual may legally purchase nicotine products in the state.

(e) "Retailer" means any person who is required to obtain a retail nicotine products dealer permit or a retail tobacco products dealer permit, as defined in s. 569.002.

(f) "Shipping container" means a container in which nicotine products are shipped in connection with a delivery sale.

(g) "Shipping document" means a bill of lading, airbill, United States Postal Service form, or any other document used to verify the undertaking by a delivery service to deliver letters, packages, or other containers.

(2)(a) A sale of nicotine products constituting a delivery sale under paragraph (1)(b) is a delivery sale regardless of whether the person accepting the order for the delivery sale is located inside or outside the state.

(b) A retailer must obtain a retail nicotine products dealer permit or a retail tobacco products dealer permit, as defined in s. 569.002, from the division under the requirements of this chapter before accepting an order for a delivery sale.

(c) A person may not make a delivery sale of nicotine products to any individual who is not 21 years of age or older.

(d) Each person accepting an order for a delivery sale must comply with each of the following:

1. The age verification requirements set forth in subsection (3).

2. The disclosure requirements set forth in subsection (4).

3. The shipping requirements set forth in subsection (5).

(3) A person may not mail, ship, or otherwise deliver nicotine products in connection with an order for a delivery sale unless, before the first delivery to the consumer, the person accepting the order for the delivery sale:

(a) Obtains from the person submitting the order a certification that includes:

1. Reliable confirmation that the person is 21 years of age or older; and

2. A statement signed by the person in writing and under penalty of perjury which:

a. Certifies the address and date of birth of the person; and

b. Confirms that the person wants to receive delivery sales from a nicotine products company and understands that, under the laws of the state, the following actions are illegal:

(I) Signing another person's name to the certification;

(II) Selling nicotine products to individuals who are not 21 years of age or older; and

(III) Purchasing nicotine products, if the person making the purchase is not 21 years of age or older.

(b) Makes a good faith effort to verify the information contained in the certification provided by the individual under paragraph (a) against a commercially available database that may be reasonably relied upon for accurate age information or obtains a photocopy or other image of a valid government-issued identification card stating the date of birth or age of the individual.

(c) Provides to the individual, via electronic mail or other means, a notice meeting the requirements of subsection (4).

(d) If an order for nicotine products is made pursuant to an advertisement on the Internet, receives payment for the delivery sale from the consumer by a credit or debit card issued in the name of the consumer, or by personal or company check of the consumer.

(e) Submits, to each credit card acquiring company with which the person has credit card sales, identification information in an appropriate form and format so that the words "nicotine product" may be printed in the purchaser's credit card statement when a purchase of a nicotine product is made by credit card payment.

(f) Makes a telephone call after 5 p.m. to the purchaser confirming the order before shipping the nicotine products. The telephone call may be a person-to-person call or a recorded message. The person accepting the order for delivery sale is not required to speak directly with a person and may leave a message on an answering machine or through voice mail.

In addition to the requirements of this subsection, a person accepting an order for a delivery sale may request that a consumer provide an electronic mail address.

(4) The notice described in paragraph (3)(c) must include prominent and clearly legible statements that sales of nicotine products are:

(a) Illegal if made to individuals who are not 21 years of age or older.

(b) Restricted to those individuals who provide verifiable proof of age in accordance with subsection (3).

(5) Each person who mails, ships, or otherwise delivers nicotine products in connection with an order for a delivery sale must:

(a) Include as part of the shipping documents, in a clear and conspicuous manner, the following statement: "Nicotine Products: Florida law prohibits shipping to individuals under 21 years of age."

(b) Use a method of mailing, shipping, or delivery which obligates the delivery service to require:

1. The individual submitting the order for the delivery sale or another person 21 years of age or older who resides at the individual's address to sign his or her name to accept delivery of the shipping container. Proof of the legal minimum purchase age of the individual accepting delivery is required only if the individual appears to be under 30 years of age.

2. Proof that the individual is either the addressee or the individual who is 21 years of age or older designated by the addressee, in the form of a valid, government-issued identification card bearing a photograph of the individual who signs to accept delivery of the shipping container.

If the person accepting a purchase order for a delivery sale delivers the nicotine products without using a delivery service, the person must comply with all of the requirements of this section which apply to a delivery service. Any failure to comply with a requirement of this section constitutes a violation thereof.

(6) This section does not apply to delivery sales of nicotine products to a retail nicotine products dealer or a retail tobacco products dealer, as defined in s. 569.002.

(7) An individual 21 years of age or older who knowingly violates any provision of this section commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(8) The Attorney General, the Attorney General's designee, or a state attorney may bring an action in the appropriate court in the state to prevent or restrain violations of this section by any person.

History.—s. 34, ch. 2021-14.

**Agenda Item No: 16.a**

# Town Commission Agenda Item Report

**Meeting Date:** January 11, 2022
**Submitted by:** Jhanelle Campbell
**Submitting Department:** Development Services Department
**Item Type:** Ordinance
**Agenda Section:** ORDINANCE 2nd Reading

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**Subject Title:** ORDINANCE 2021-10: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS," SECTION 30-11, "DEFINITIONS" TO DEFINE "TOBACCO PARAPHERNALIA STORES;" AMENDING SUBDIVISIONS L AND M, B-1-A AND B-1 DISTRICT REGULATIONS, TO CHANGE THE LISTS OF PERMITTED AND CONDITIONAL USES AND CREATE SUPPLEMENTAL REGULATIONS; CREATING SECTION 30-281 TO PROVIDE FOR AMORTIZATION OF EXISTING TOBACCO PARAPHERNALIA STORES IN THE B-1 ZONING DISTRICTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE

Or

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS," SECTION 30-11, "DEFINITIONS" TO DEFINE "TOBACCO PARAPHERNALIA STORES;" AMENDING SUBDIVISIONS L AND M, B-1-A AND B-1 DISTRICT REGULATIONS, TO CHANGE THE LISTS OF PERMITTED AND CONDITIONAL USES AND CREATE SUPPLEMENTAL REGULATIONS; ~~CREATING SECTION 30-281 TO PROVIDE FOR AMORTIZATION OF EXISTING TOBACCO PARAPHERNALIA STORES IN THE B-1 ZONING DISTRICTS;~~ PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE

**Explanation:** Staff has prepared Ordinance 2021-10 **(Exhibit 1)** to incorporate the Commission's request to specifically eliminate smoke shops as a permitted use. The Ordinance also addresses other previously discussed issues in the B-1-A and B-1 Commercial zoning district to ensure that the regulations reflect changed conditions in the Town and the current preferences of the Town Commission and community. The proposed amendments were reviewed with the Town Attorney, Town Manager and reviewed by the Planning and Zoning Board.

A summary of the proposed changes, with the Planning and Zoning Board recommendations, are highlighted in the following table:

**Table 1- Proposed Amendments**

| | Issue | Ordinance Requirement | Ordinance Line Number | Planning and Zoning Board Vote |
|---|---|---|---|---|
| 1. | Defines Tobacco paraphernalia. | Establishes a definition for tobacco paraphernalia and clearly establishes the types of devices considered to be paraphernalia. | 71-86 | 5-0 |
| 2. | Defines Tobacco paraphernalia store. | Establishes a clear definition for tobacco paraphernalia store. | 88-91 | 4-1 |
| | | **B-1-A** | | |
| 3. | Eliminates the following uses from permitted uses in B-1-A:<br>• beauty schools,<br>• dental laboratory,<br>• market,<br>• party supply store,<br>• specialty shop,<br>• sundries store,<br>• trade/business school. | Removes uses as permitted in the B-1-A zoning district. | 115, 132, 155, 166, 182, 186, 191 | 5-0 |
| 4. | Makes the following changes to permitted uses in B-1-A:<br>• Adds medical/dental office.<br>• Clarifies music store.<br>• Refers to supplemental regulations for massage therapist. | • Adds medical/dental office as a permitted use.<br>• Clarifies what is allowed as a music store.<br>• Cross-references to the criteria for the operation of massage therapy establishments. | 159<br>163, 188<br>156 | 5-0 |
| 5. | Includes a requirement for written report to Commission when similar uses are approved as permitted or conditional uses. | The Town Manager will provide information in the written Town Manager report each time similar uses are approved. | 205-207<br>241-243<br>456-458<br>494-496 | 5-0<br>The Board recommended a change to add "and" between these steps but after further review and consultation with the Town Attorney we determined that this addition was not necessary. Each of the three steps is required as drafted. |
| 6. | Eliminates the following conditional uses:<br>• car wash/outdoor hand wash. | Removes car wash/outdoor hand wash and pet store as listed conditional uses. | 213, 226 | 3-2 |

| | Issue | Ordinance Requirement | Ordinance Line Number | Planning and Zoning Board Vote |
|---|---|---|---|---|
| | • pet store. | | | |
| 7. | Adds supplemental regulations for massage therapists. | Establishes criteria for operation of a massage therapy business. | 248-347 | 5-0 |
| | **B-1** | | | |
| 8. | Adds the following permitted uses:<br>• cigar store.<br>• medical/dental office. | Restores cigar store as a permitted use. Note: If a store triggers the definition of tobacco paraphernalia store, it is not allowed.<br>Adds medical/dental office. | 410, 447 | 5-0 |
| | Eliminates the following uses from permitted uses:<br>• beauty schools,<br>• market,<br>• party supply store,<br>• specialty shop,<br>• sundries store,<br>• trade/business school. | Eliminated these permitted uses from B-1. | 366, 406, 417, 433, 437, 442 | 5-0 |
| | Makes the following changes to permitted uses:<br>• Clarifies music store<br>• Refers to supplemental regulations for massage therapist. | Changes these permitted use references. | 414, 439<br><br>407 | 5-0 |
| 9. | Eliminates from conditional uses: call center, car wash/outdoor hand wash. | Removes call center and car wash/outdoor hand wash as conditional uses. | 463, 464 | 5-0 |
| 10. | Adds supplemental regulations to pet store as a conditional use. Adds supplemental regulations to massage therapist as a permitted use. | Adds supplemental regulations to pet store as a conditional use.<br><br>Establishes criteria for operation of a massage therapy business. | 478, 601-651<br><br>501-600 | 5-0 |
| Approval of the overall Ordinance | | | | 3-2 |

**Amortization of Tobacco Paraphernalia Stores in B-1 Zoning District**

With Town Commission direction, the Ordinance proposed at first reading (Exhibit 1) established the amortization of tobacco paraphernalia stores in the B-1 zoning district (there are none in the B-1-A district). As written, the nonconforming tobacco paraphernalia stores were required to cease to operate within 1 year of adoption of the proposed Ordinance. Non-conforming tobacco paraphernalia stores would continue to operate during the amortization period but must be maintained in good condition. However, such stores could no longer display its inventory of tobacco paraphernalia within 5 feet of any window or glazed area of the front or side façades. Stocking and reselling of tobacco paraphernalia would continue to be allowed for the amortization period.

As written, the amortization period could be extended by the Town Manager, with the advice of the Town Attorney, if the non-conforming business can demonstrate economic hardship to the owner of a tobacco paraphernalia store, as further specified in the Ordinance. In addition, the Town Manager could choose to bring such an extension request to the Town Commission for approval.

Staff presented the Ordinance with the above changes along with four options:

- Adopt the Ordinance as drafted, including the amortization of the tobacco paraphernalia stores after one year or any other period the Commission deems appropriate, or which can be demonstrated under case law;
- Amend the amortization section to provide for a longer period for the two stores to remain in place as nonconforming uses, during which time they cannot be expanded or intensified;
- Amend the Ordinance to remove the amortization section so the two existing stores can remain as nonconforming uses indefinitely; or
- Amend the Ordinance so that other provisions as the Commission sees fit are approved

Ultimately, the Town Commission voted to adopt the Ordinance on first reading with the elimination of the amortization section and instruction to staff to investigate modifying the display of merchandise. The amended Ordinance is attached as **Exhibit 2**.

To address the Commission's concerns about the display of tobacco paraphernalia, the Town Attorney drafted Ordinance 2021-15 which is on tonight's agenda as a sperate agenda item. Ordinance 2021-15, if adopted as proposed, will require any business selling tobacco paraphernalia to conceal this type of inventory from the view of the public from outside of its premises.

As discussed on November 9, 2021, the adoption of Ordinance 2021-10 directly affects the operations of two current Lauderdale-By-The-Sea businesses - Grateful J's located at 250 Commercial Blvd and Hollywood Tobacco located at 235 Commercial Boulevard. Likewise, Ordinance 2021-15, will also directly impact these businesses, and all other businesses that carry tobacco paraphernalia, by limiting the display of their merchandise. We contacted both businesses and property owners to inform them of the proposed ordinance and the dates in which the ordinance would be presented to both the Planning and Zoning Board and the Town Commission.

Since the November 9, 2021 meeting, staff, through the Town Attorney's office and at the invitation of Grateful J's attorney, has provided information about the current code violations regarding window signage that was installed without a permit **(Exhibit 3)** and to provide guidance regarding the community's concerns about the aesthetic of their business. Staff was anticipating that, as a sign of good faith effort, the Grateful J's owners would bring the building into compliance with the current code and make efforts to conceal the tobacco paraphernalia and reduce the lighting (both issues were discussed at the Commission meeting). However, no sign permit applications have been received to date. And while Grateful J's has rearranged its inventory as is pictured below, much of the tobacco paraphernalia was still visible from the Commercial Boulevard and the parking lot adjacent to Grateful J's as of January 5, 2022. The lighting also continues to be excessive **(Exhibit 4)**.

The Hollywood Tobacco owners did not contact the Town regarding the Ordinance. We did receive an email from their building owner who stated that existing business should be grandfathered and asked to be included in future notices. Photograph of the Hollywood Tobacco building is included as **Exhibit 5**.

**Recommendation:** At first reading, Staff recommended approving the proposed Ordinance without the amortization period. The thought behind this recommendation was that:

1. The Ordinance includes many important changes outside of the tobacco discussion and provides important direction to staff so that they can implement the Commission's intent; and

2. There are limited tobacco paraphernalia businesses that are in the Town and, while one of them has a prominent space on Commercial Boulevard, the Ordinance would prohibit further businesses from entering the Town. The accompanying Ordinance 2021-15 would further limit the impact these two and other businesses have on the Town's aesthetic by prohibiting the visible display of tobacco paraphernalia. Failure for either of these businesses to meet the new Ordinance or other established codes within the Town will result in code enforcement fines.

Because measures are in place through the adoption of both ordinances and code enforcement procedures to limit the negative impact of these businesses, staff continues to recommend approval of Ordinance 2021-10 without the amortization **(Exhibit 2)** if Ordinance 2021-15 is also approved.

## Attachments

Ex. 1 – Ordinance 2021-10 w/Amortization
Ex. 2 – Ordinance 2021-10 without Amortization
Ex. 3 – Current Signage Violations for Grateful J's
Ex. 4 – Grateful J's Photographs
Ex. 5 – Hollywood Tobacco Photograph

**Reviewed by Town Attorney:**

| ☒ | Yes | ☐ | No |
|---|---|---|---|

File: R:\0 Agenda\Commission Agendas 2022\1-11-22\Dev Services\B-1 2nd READING\AM 2021-10 B Uses Ordinances Second Reading.docx

exhibit 1

# Ordinance 2021-10

**AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS," SECTION 30-11, "DEFINITIONS" TO DEFINE "TOBACCO PARAPHERNALIA STORES;" AMENDING SUBDIVISIONS L AND M, B-1-A AND B-1 DISTRICT REGULATIONS, TO CHANGE THE LISTS OF PERMITTED AND CONDITIONAL USES AND CREATE SUPPLEMENTAL REGULATIONS; CREATING SECTION 30-281 TO PROVIDE FOR AMORTIZATION OF EXISTING TOBACCO PARAPHERNALIA STORES IN THE B-1 ZONING DISTRICTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE**

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

**WHEREAS**, the Town Commission has recently discussed the history and the adequacy of the use lists, definitions and processes for the two business zoning districts in the Town, Business (B-1) and Neighborhood Business (B-1-A); and

**WHEREAS**, the Town Commission finds that certain uses are listed in the business zoning districts which are not possible to develop, or are not compatible with or suitable for the Town; and

**WHEREAS**, during the 2021 Florida Legislative Session, the Legislature adopted Chapter 2021-14, Laws of Florida, creating Sections 569.0025 and 569.315 of the Florida Statutes, and preempting the regulation for the marketing, sale, or delivery of, tobacco products and nicotine products to the State, effective October 1, 2021; and

**WHEREAS**, however, local governments still retain the right to regulate stores selling tobacco paraphernalia or devices commonly related to the use of any tobacco product, drug, or narcotic, as further defined herein ("tobacco paraphernalia stores"); and

**WHEREAS**, there has been a recent proliferation of tobacco paraphernalia stores, as defined herein, in the Town's B-1 business zoning district; and

**WHEREAS**, the Town Commission finds that tobacco paraphernalia stores previously allowed to locate within the Town as specialty shops should no longer be located in the B-1 and B-1-A zoning districts; and

**WHEREAS**, it is the intent of the Town Commission that nonconforming tobacco paraphernalia stores in the B-1 zoning districts be permitted to continue to exist for one year (or longer based upon an individual showing) from the effective date of this Ordinance, unless terminated earlier for any reason; and

**WHEREAS**, to provide for the orderly, planned future development of the Town, and enhance the character and aesthetics of the Town, the Town Commission finds that additional changes to the list of permitted and conditional uses in the B-1 and B-1-A zoning districts, and related regulations, are necessary to reflect the Town's current vision for its downtown; and

**WHEREAS**, the Planning and Zoning Board, sitting as the Local Planning Agency, has reviewed the contents of this Ordinance at a duly noticed public hearing on September 15, 2021, and recommended the amendments be approved; and

**WHEREAS**, the Town Commission conducted first and second reading of this Ordinance at duly noticed public hearings, as required by law, and after having received input from and participation by interested members of the public and staff, the Town Commission has determined

that this Ordinance is consistent with the Town's Comprehensive Plan and in the best interest of the Town, its residents, and its visitors.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, THAT[1]:**

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

**SECTION 2.** Code Amended. Chapter 30 "Unified Land Development Regulations," is hereby amended as follows:

**Chapter 30 - UNIFIED LAND DEVELOPMENT REGULATIONS**

**ARTICLE I. - IN GENERAL**

* * *

**Sec. 30-11. - Definitions.**

* * *

(2) *Terms defined.*

* * *

*Tobacco paraphernalia*. Paraphernalia commonly related to the use of any tobacco product, drug, or narcotic includes, but is not limited to:

a. Metal, wooden, acrylic, glass, stone, plastic, or ceramic smoking pipes, with or without screens, permanent screens, or punctured metal bowls.
b. Water pipes.
c. Carburetion tubes and devices.
d. Chamber pipes.
e. Carburetor pipes.
f. Air-driven pipes.
g. Chillums.
h. Bongs.
i. Ice pipes or chillers

[1] Additions to existing text are shown in underline. Deletions are shown in ~~strikethrough~~.

This definition shall not be interpreted to include a nicotine dispensing device, as defined in Florida Statutes, Section 569.31, as may be amended from time to time.

*Tobacco paraphernalia store*. Any retail store that sells, offers for rent or sale, or exhibits or displays, tobacco paraphernalia that totals more than five percent of its inventory, measured by either (i) the number of items or (ii) the square footage of the store where inventory is displayed or accessible to customers.

* * *

**ARTICLE V. – ZONING**

* * *

**DIVISION 2. – DISTRICTS**

* * *

**Subdivision L. - B-1-A District Regulations.**

**Sec. 30-261. - B-1-A district—Business.**

(a) *B-1-A uses permitted*.

(1) *Permitted uses*. No building or premises shall be used and no building with the usual accessories shall be erected or altered other than a building or premises arranged, intended, or designed for any of the following uses, not to exceed 10,000 square feet in gross floor area:

a.Antiques store,
b.Art galleries,
c.Arts and crafts supply store,
d.Automobile rental or leasing agencies (no outdoor display),
e.Bait and tackle shop,
f.Bakery,
g.Bank,
h.~~Beauty schools, b~~Barber shops and hair salons,
i.Bicycle rental shop with no outside storage,
j.Book store,
k.Business and professional employment agency,
l.Camera and photographic supply store,
m.Card and stationery store,
n.Catering businesses,
o.Church and place of worship,
p.Clothing store,
q.Coin-operated dry cleaning and laundry and/or pickup station,
r.Community theaters, dinner theaters and cultural centers,

s.Computer/software store,
t.Consignment store,
u.Cooking schools,
v.Copy center,
w.Courier service,
x.Delicatessen,
y.~~Dental laboratory,~~Reserved,
z.Drug store/pharmacy (no on-site prescription writing for controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355),
aa.Fabric/needlework/yarn shop,
bb.Fishing pier,
cc.Florist shop,
dd.Formal wear sales and rental,
ee.Fruit and produce store,
ff.Furniture and home furnishings,
gg.Gift shop,
hh.Government administration,
ii.Grocery/food store/supermarket,
jj.Hardware store,
kk.Health and fitness center,
ll.Household appliances store,
mm.Ice cream/yogurt store,
nn.Interior decorator,
oo.Jewelry store,
pp.Library branch,
qq.Linen/bath/bedding store,
rr.Luggage/handbag/leather goods store,
ss.Mail/postage/fax service,
tt.Marine parts and supplies store,
uu.~~Market,~~Reserved
vv.Massage therapist (licensed therapist to be on premises at all times of operation; see subsection (j) below for supplemental regulations),
ww.Meat and poultry store,
xx.Medical supplies sales and medical/dental office,
yy.Motorized scooter sales or moped sales and rentals (indoor only, outdoor sales, storage or display prohibited),
zz.Museum,
aaa.Music/musical instrument store, Tapes/videos/music CD/vinyl record stores
bbb.Office building,
ccc.Optical store,
ddd.~~Party supply store,~~Reserved,
eee.Photographic studio,
fff.Police and fire substation,
ggg.Retail electronic sales and repair,
hhh.Restaurant, which may also include the following accessory uses:

1.Sidewalk cafés which would be appurtenant to, and a part of, a restaurant, subject to the requirements of chapter 17, article VI, sidewalk cafés.
2.Outside seating for restaurants, on private property other than a sidewalk, that is accessory to the principal restaurant use and that is not regulated under chapter 17, article VI, and subject to the regulations set forth in subsection (h), below.
3.Walk-up windows for food and/or beverage service,

iii.Seafood store,
jjj.Shoe sales and repair,
kkk.Shop for ma~~r~~king articles sold at retail on the premises,
lll.~~Specialty shop,~~Reserved,
mmm.Sporting goods store, including dive shops,
nnn.Studios for artists, photographers, musicians (including recording studios), and dance,
ooo.~~Sundries store,~~ Reserved,
ppp.Tailor/dressmaking store, direct to the customer,
qqq.~~Tapes/videos/music CD stores~~, Reserved,
rrr.Tool rental (small tools and equipment, indoor display only),
sss.Toy/game store,
ttt.~~Trade/business school,~~ Reserved,
uuu.Travel agency,
vvv.Veterinarian or animal grooming with all activities enclosed within the building with no outside noise,
www.Watch and jewelry repair, and

xxx.*Uses not listed*.

1. Any use not covered by the above list may be authorized in the B-1-A district by the Town Manager or designee only if the proposed use is similar to a listed use; otherwise, an amendment to this chapter is required.
2. The Town Manager or designee shall consult with the Town Commission on any proposal to find that a use is similar, prior to authorizing such use in the B-1-A district.
3. Whenever a use is approved as a similar use, the Town Manager shall report such finding in the written Town Manager report at a subsequent Town Commission meeting.

(2) *Conditional uses*. The following conditional uses may be permitted upon approval pursuant to the conditional use procedures of this Code:

a.Bicycle taxi (no outside storage or display).
b.~~Car wash/outdoor hand wash.~~ Reserved,
c.Charter and sightseeing boat.
d.Child and adult day-care centers.
e.Convenience store, subject to the requirements as set forth in subsection (i), below.

f.Drive-through services that are accessory to a primary use, provided that any approval of the drive-through use by the Town Commission shall specifically establish the location and traffic flow pattern of the drive-through.
g.Dry cleaner.
h.Mixed use, subject to the requirements as set forth in subsection (i) below.
i."Paid private parking" on parcels with a primary use, excluding standalone parking lots, subject to the requirements as set forth in subsection (i) below.
j.Parking garage.
k.Permitted use that exceeds 10,000 square feet in gross floor area.
l.~~Pet store.~~ Reserved,
m.Pool supply store.
n.Outside storage of propane tank cabinets for the storage, sale or rental of propane tanks.
o.Water craft sales and rental (new or used).

p.*Conditional uses not listed*.

1. Permission to apply for conditional uses not covered by the above list in the B-1-A district may be granted by the Town Manager or designee only if the proposed conditional use is similar to a listed conditional use; otherwise, an amendment to this chapter is required.
2. The Town Manager or designee shall consult with the Town Commission on any proposal to determine that a conditional use is similar to those listed, prior to authorizing the filing of an application to seek approval of that conditional use in the B-1-A district.
3. Whenever a use is approved as a similar use, the Town Manager shall report such finding in the written Town Manager report at a subsequent Town Commission meeting.
4. Approval of a conditional use shall also be subject to the requirements for conditional use review as set forth in section 30-126 of the Town Code.

* * *

(j) *Massage therapists – supplemental regulations*.

(1) *Massage therapist certificate required*. No establishment shall offer or provide massage services without obtaining a massage therapist certificate issued pursuant to this subsection (j), and maintaining such certificate. All persons providing massage services at the establishment shall be duly licensed under F.S. §480.041 et seq.; approved as a massage therapy apprentice as defined in F.S. §480.033, or possess another valid health care practitioner license duly issued by the Florida Department of Health pursuant to F.S. Ch. 456.

a. *Application for businesses*. All establishments providing massage services as defined within this Code shall apply for a massage therapist certificate from the Town. Any establishment applying for a massage therapist certificate shall include the following information on a form provided by the Town:

1. Proof of valid Florida Board of Massage Therapy license issued to the establishment in accordance with F.S. §480.043 et seq.; and

2. Proof of valid Florida Board of Massage Therapy or other state health care practitioner license for all personnel providing massage services at the establishment, in accordance with F.S. §480.041 et seq. or F.S. Ch. 456; or proof of Florida Board of Massage apprenticeship approval as defined in F.S. §480.033, if applicable; and

3. Proof of valid Florida driver's license or other government-issued identification for every person and massage therapist working at the establishment.

b. *Term of massage therapist certificate for businesses*. Once issued, a massage therapist certificate shall remain valid for a period of one year, or until there is a change of the use, ownership, name, location of the establishment from that specified on the approved certificate, or until such time that the Town-issued Business Tax Receipt (BTR) expires.

1. The operator of any massage establishment that holds a certificate shall submit an application to renew the certificate within 30 days prior to the expiration date of the current certificate in order to continue operating.

2. When there is a change of the use, ownership, business name, or establishment name, or establishment location from that specified on the approved certificate, a new certificate shall be required.

c. *Requirement to supply updated information*. Annually at the time of issuance of business tax receipt during the term of a massage therapist certificate, each establishment holding a certificate shall supply the Town with the following information on a form and in the manner prescribed by the Town:

1. Revocation, expiration, or change to the status of the state licenses described in sub-subsection a. above; and

2. Updated state driver's license or other government-issued identification information for all personnel providing massage services at the establishment, including new staff members.

3. Proof of valid licensure of any new employees within seven days of employment, regardless of monthly report due date.

d. *Display of certificate*. Establishments shall display the valid certificate in a place easily visible to any person entering the establishment and shall maintain proof of valid licenses and identification of each staff member on the premises of the establishment at all times during operation.

e. *Revocation.*

1. *Grounds for revocation*. The following shall be nonexclusive grounds for revocation of a massage therapist certificate:

i. Noncompliance with any provision of this subsection (j); or

ii. Noncompliance with Chapter 480 of the Florida Statutes; or

iii. The Town's determination that issuance of a certificate was granted based upon false information, misrepresentation of fact, or mistake of fact by the representative of the establishment holding the certificate, or his or her agent; or

iv. Failure to remain "in good standing" as defined herein.

2. *Revocation procedure*. In the event the Town determines there are grounds for revocation, the Town shall schedule a hearing before the Town Manager and notify the certificate holder in writing and the grounds upon which such action is proposed, no less than seven days prior to the date of the hearing. In the event of an emergency the hearing may be held no less than 24 hours after notice to the certificate holder. Notice shall be deemed given when a notice has been properly addressed to the address as provided by the certificate holder on the certificate application, stamped and deposited in a U.S. Postal depository or collected by an employee of the U.S. Postal Service. Emergency notice shall be attempted by all available avenues including hand delivery. Proof shall be by clear and convincing evidence.

The Town Manager may:

i. Find no violation;

ii. Temporarily suspend the certificate for a time period as determined appropriate by the Town Manager;

iii. Revoke the certificate for the remainder of its term.

iv. Depending on the facts and circumstances, the Town Manager may suspend or revoke a license immediately subject to appeal as provided herein. Such appeal shall not stay the revocation or other action of the Town Manager.

A finding of violation twice within a one-year period shall require revocation of the license for the remainder of its term. Nothing in this subsection (j) shall take away other enforcement powers of the Town, Special Magistrate or any other agency provided by the Code or statute.

f. *Exemptions*. Massage services in state-licensed hospitals and hospices, or those massages provided by a massage therapist acting under the direction of a licensed medical provider or practitioner, shall be exempt from the massage therapist certificate requirements of this subsection (j).

(2) *Penalties.* Violations of this subsection (j) shall be punishable in a manner to be prescribed by the Town and may result in the revocation of a massage therapist certificate, the imposition of fines, or any other penalty applicable pursuant to any other law.

(3) *"In Good Standing" defined*. For purposes of this subsection (j), the term "in good standing" means:

a. That the applicant's state license is current;

b. That the applicant's state license will not expire during the fiscal year for which the massage therapy services certificate is issued (or if such the case, that a renewal for the state license has been filed);

c. That there are no pending Department of Health Administrative complaints against the applicant which seek permanent revocation or suspension of the applicant's state license;

d. That there are no pending Department of Health Administration complaints against the applicant's state license seeking a restriction of practice or placement on probation (the Town may disregard this evidence if it receives a resolution from the Board of Massage Therapy, or a letter from the Executive Director of the Department of Health indicating that the remedy sought will not preclude the applicant from pursuing the massage therapy services certificate); and

e. That the applicant is not being prosecuted, and does not have criminal charges pending at the state or federal prosecutor, at the time the Town must approve or deny the application for the massage therapist certificate.

* * *

**Subdivision M. - B-1 District Regulations.**

**Sec. 30-271. - B-1 district—Business.**

(a) *B-1 uses permitted*.

(1) *Permitted uses*. No building or premises shall be used and no building with the usual accessories shall be erected or altered other than a building or premises arranged, intended, or designed for any of the following uses, not to exceed 10,000 square feet in gross floor area, except for waterfront hotel uses:

a.Antiques store,
b.Art galleries,
c.Arts and crafts supply store,
d.Automobile rental or leasing agencies (no outdoor display),
e.Bait and tackle shop,
f.Bakery,
g.Bank,
h.~~Beauty schools, b~~Barber shops and hair salons,
i.Bicycle rental shop with no outside storage,
j.Book store,
k.Business and professional employment agency,
l.Camera and photographic supply store,
m.Card and stationery store,
n.Catering businesses,
o.Church and place of worship,
p.Clothing store,
q.Coin-operated dry cleaning and laundry and/or pickup station,
r.Community theaters, dinner theaters and cultural centers,
s.Computer/software store,
t.Consignment store,
u.Cooking schools,
v.Copy center,
w.Courier service,
x.Delicatessen,
y.Dental laboratory,
z.Drug store/pharmacy (no on-site prescription writing for controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355),
aa.Fabric/needlework/yarn shop,
bb.Fishing pier,
cc.Florist shop,
dd.Formal wear sales and rental,
ee.Fruit and produce store,
ff.Furniture and home furnishings,
gg.Gift shop,
hh.Government administration,
ii.Grocery/food store/supermarket,
jj.Hardware store,
kk.Health and fitness center,
ll.Household appliances store,
mm.Ice cream/yogurt store,
nn.Interior decorator,
oo.Jewelry store,
pp.Library branch,
qq.Linen/bath/bedding store,
rr.Luggage/handbag/leather goods store,

ss.Mail/postage/fax service,
tt.Marine parts and supplies store,
uu.~~Market,~~ Reserved,
vv.Massage therapist (licensed therapist to be on premises at all times of operation; see subsection (j) below for supplemental regulations),
ww.Meat and poultry store,
xx.Medical supplies sales, medical/dental office,
yy.Motorized scooter sales or moped sales and rentals (indoor only, outdoor sales, storage or display prohibited),
zz.Museum,
aaa.Music/musical instrument store, Tapes/videos/music CD/vinyl record stores
bbb.Office building,
ccc.Optical store,
ddd.~~Party supply store,~~ Reserved,
eee.Photographic studio,
fff.Police and fire substation,
ggg.Retail electronic sales and repair,
hhh.Restaurant, which may also include the following accessory uses:

1.Sidewalk cafés which would be appurtenant to, and a part of, a restaurant, subject to the requirements of chapter 17, article VI, sidewalk cafés.
2.Outside seating for restaurants, on private property other than a sidewalk, that is accessory to the principal restaurant use and that is not regulated under chapter 17, article VI, and subject to the regulations set forth in subsection (h), below.
3.Walk-up windows for food and/or beverage service,

iii.Seafood store,
jjj.Shoe sales and repair,
kkk.Shop for ma~~r~~king articles sold at retail on the premises,
lll.~~Specialty shop,~~ Reserved,
mmm.Sporting goods store, including dive shops,
nnn.Studios for artists, photographers, musicians (including recording studios), and dance,
ooo.~~Sundries store,~~ Reserved,
ppp.Tailor/dressmaking store, direct to the customer,
qqq.~~Tapes/videos/music CD stores,~~ Reserved,
rrr.Tool rental (small tools and equipment, indoor display only),
sss.Toy/game store,
ttt.~~Trade/business school,~~ Reserved,
uuu.Travel agency,
vvv.Veterinarian or animal grooming with all activities enclosed within the building with no outside noise,
www.Watch and jewelry repair, ~~and~~
xxx. Cigar store (not meeting the definition of tobacco paraphernalia store, no customer service area),
yyy.*Uses not listed*.

1. Any use not covered by the above list may be authorized in the B-1-A district by the Town Manager or designee only if the proposed use is similar to a listed use; otherwise, an amendment to this chapter is required.
2. The Town Manager or designee shall consult with the Town Commission on any proposal to find that a use is similar, prior to authorizing such use in the B-1-A district.
3. Whenever a use is approved as a similar use, the Town Manager shall report such finding in the written Town Manager report at a subsequent Town Commission meeting.

(2) *Conditional uses*. The following conditional uses may be permitted upon approval pursuant to the conditional use procedures of this Code:

a.Bicycle taxi (no outside storage or display).
b.~~Call center, subject to the requirements as set forth in subsection (i), below~~. Reserved.
c.~~Car wash/outdoor hand wash.~~ Reserved,
d.Charter and sightseeing boat.
e.Child and adult day-care centers.
f.Convenience store, subject to the requirements as set forth in subsection (i), below.
g.Drive-through services that are accessory to a primary use, provided that any approval of the drive-through use by the Town Commission shall specifically establish the location and traffic flow pattern of the drive-through.
h.Dry cleaner.
i. Marina, subject to the requirements as set forth in subsection (i) below.
j. Mixed use, subject to the requirements as set forth in subsection (i) below.
k."Paid private parking" on parcels with a primary use, excluding standalone parking lots, subject to the requirements as set forth in subsection (i) below.
l.Parking garage.
m.Permitted use that exceeds 10,000 square feet in gross floor area.
n.Pet store.(see subsection (k) below for supplemental regulations).
o.Pool supply store.
p.Outside storage of propane tank cabinets for the storage, sale or rental of propane tanks.
q.Water craft sales and rental (new or used).
r. Waterfront hotel.

s. *Conditional uses not listed*.

1. Permission to apply for conditional uses not covered by the above list in the B-1 district may be granted by the Town Manager or designee only if the proposed conditional use is similar to a listed conditional use; otherwise, an amendment to this chapter is required.
2. The Town Manager or designee shall consult with the Town Commission on any proposal to determine that a conditional use is similar to those listed, prior to authorizing the filing of an application to seek approval of that conditional use in the B-1 district.

3. Whenever a use is approved as a similar use, the Town Manager shall report such finding in the written Town Manager report at a subsequent Town Commission meeting.

4. Approval of a conditional use shall also be subject to the requirements for conditional use review as set forth in section 30-126 of the Town Code.

* * *

(j) *Massage therapists – supplemental regulations*.

(1) *Massage therapist certificate required*. No establishment shall offer or provide massage services without obtaining a massage therapist certificate issued pursuant to this subsection (j), and maintaining such certificate. All persons providing massage services at the establishment shall be duly licensed under F.S. §480.041 et seq.; approved as a massage therapy apprentice as defined in F.S. §480.033, or possess another valid health care practitioner license duly issued by the Florida Department of Health pursuant to F.S. Ch. 456.

a. *Application for businesses*. All establishments providing massage services as defined within this Code shall apply for a massage therapist certificate from the Town. Any establishment applying for a massage therapist certificate shall include the following information on a form provided by the Town:

1. Proof of valid Florida Board of Massage Therapy license issued to the establishment in accordance with F.S. §480.043 et seq.; and

2. Proof of valid Florida Board of Massage Therapy or other state health care practitioner license for all personnel providing massage services at the establishment, in accordance with F.S. §480.041 et seq. or F.S. Ch. 456; or proof of Florida Board of Massage apprenticeship approval as defined in F.S. §480.033, if applicable; and

3. Proof of valid Florida driver's license or other government-issued identification for every person and massage therapist working at the establishment.

b. *Term of massage therapist certificate for businesses*. Once issued, a massage therapist certificate shall remain valid for a period of one year, or until there is a change of the use, ownership, name, location of the establishment from that specified on the approved certificate, or until such time that the Town-issued Business Tax Receipt (BTR) expires.

1. The operator of any massage establishment that holds a certificate shall submit an application to renew the certificate within 30 days prior to the expiration date of the current certificate in order to continue operating.

2. When there is a change of the use, ownership, business name, or establishment name, or establishment location from that specified on the approved certificate, a new certificate shall be required.

c. *Requirement to supply updated information*. In the first week of each quarter during the term of a massage therapist certificate, each establishment holding a certificate shall supply the Town with the following information on a form and in the manner prescribed by the Town:

1. Revocation, expiration, or change to the status of the state licenses described in sub-subsection a. above; and

2. Updated state driver's license or other government-issued identification information for all personnel providing massage services at the establishment, including new staff members.

3. Proof of valid licensure of any new employees within seven days of employment, regardless of monthly report due date.

d. *Display of certificate*. Establishments shall display the valid certificate in a place easily visible to any person entering the establishment and shall maintain proof of valid licenses and identification of each staff member on the premises of the establishment at all times during operation.

e. *Revocation.*

1. *Grounds for revocation*. The following shall be nonexclusive grounds for revocation of a massage therapist certificate:

i. Noncompliance with any provision of this subsection (j); or

ii. Noncompliance with Chapter 480 of the Florida Statutes; or

iii. The Town's determination that issuance of a certificate was granted based upon false information, misrepresentation of fact, or mistake of fact by the representative of the establishment holding the certificate, or his or her agent; or

iv. Failure to remain “in good standing” as defined herein.

2. *Revocation procedure*. In the event the Town determines there are grounds for revocation, the Town shall schedule a hearing before the Town Manager and notify the certificate holder in writing and the grounds upon which such action is proposed, no less than seven days prior to the date of the hearing. In the event of an emergency the hearing may be held no less than 24 hours after notice to the certificate holder. Notice

shall be deemed given when a notice has been properly addressed to the address as provided by the certificate holder on the certificate application, stamped and deposited in a U.S. Postal depository or collected by an employee of the U.S. Postal Service. Emergency notice shall be attempted by all available avenues including hand delivery. Proof shall be by clear and convincing evidence.

The Town Manager may:

i. Find no violation;

ii. Temporarily suspend the certificate for a time period as determined appropriate by the Town Manager;

iii. Revoke the certificate for the remainder of its term.

iv. Depending on the facts and circumstances, the Town Manager may suspend or revoke a license immediately subject to appeal as provided herein. Such appeal shall not stay the revocation or other action of the Town Manager.

A finding of violation twice within a one-year period shall require revocation of the license for the remainder of its term. Nothing in this subsection (j) shall take away other enforcement powers of the Town, Special Magistrate or any other agency provided by the Code or statute.

f. *Exemptions*. Massage services in state-licensed hospitals and hospices, or those massages provided by a massage therapist acting under the direction of a licensed medical provider or practitioner, shall be exempt from the massage therapist certificate requirements of this subsection (j).

(2) *Penalties.* Violations of this subsection (j) shall be punishable in a manner to be prescribed by the Town and may result in the revocation or suspension of a massage therapist certificate, the imposition of fines, or any other penalty applicable pursuant to any other law.

(3) *"In Good Standing" defined*. For purposes of this subsection (j), the term "in good standing" means:

a. That the applicant's state license is current;

b. That the applicant's state license will not expire during the fiscal year for which the massage therapy services certificate is issued (or if such the case, that a renewal for the state license has been filed);

c. That there are no pending Department of Health Administrative complaints against the applicant which seek permanent revocation or suspension of the applicant's state license;

d. That there are no pending Department of Health Administration complaints against the applicant's state license seeking a restriction of practice or placement on probation (the Town may disregard this evidence if it receives a resolution from the Board of Massage Therapy, or a letter from the Executive Director of the Department of Health indicating that the remedy sought will not preclude the applicant from pursuing the massage therapy services certificate); and

e. That the applicant is not being prosecuted, and does not have criminal charges pending at the state or federal prosecutor, at the time the Town must approve or deny the application for the massage therapist certificate.

(k) *Pet stores, supplemental regulations*.

(1) *Definitions*.

*Animal care facility* means an animal control center or animal shelter, maintained by or under contract with any state, county, or municipality, whose mission and practice is, in whole, or significant part, the rescue and placement of animals in permanent homes or rescue organizations, and which does not obtain animals from a breeder or broker for payment or compensation.

*Animal rescue organization* means any not-for-profit organization which has tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code, whose mission and practice is, in whole or in significant part, the rescue, sheltering and placement of animals in permanent homes or whose primary purpose is the prevention of cruelty to animals. This term does not include an entity that breeds or brokers animals or obtains animals from breeders or brokers for payment or compensation.

*Certificate of source* means a document from the source and declaring the source of origin of a dog or cat showcased on the premises. A certificate of source shall include at a minimum: (i) a brief description of the dog or cat, the name, address, telephone number, and e-mail address of the source of the dog or cat; and (ii) the pet store's certification of the accuracy of the certificate.

*Pet store* means a retail establishment where dogs or cats are sold, exchanged, bartered, offered for sale or adoption, advertised for sale, auctioned, given away or otherwise disposed of as pet animals to the general public at retail, including by appointment. Such definition shall not include an animal care facility or animal rescue organization, as defined herein.

*Showcase* means that an animal care facility or animal rescue organization temporarily displays to the public an adoptable dog or cat at a pet store, in order to facilitate the adoption

of the dog or cat from that organization or facility. Dogs or cats may only be showcased during the hours of operation of the pet store, and shall be returned to the organization or facility during the hours that the pet store is closed.

(2) *Prohibition*. It is prohibited and unlawful for a pet store to offer, deliver, offer for sale, barter, auction, rent, lease, give away, or otherwise transfer or dispose of a dog or cat in the Town.

(3) *Exception*. Nothing in this section shall prohibit pet stores from collaborating with animal care facilities or animal rescue organizations to offer space for such entities to showcase adoptable dogs or cats, provided the pet store shall not have any ownership interest in the dogs or cats offered for adoption and shall not receive a fee for providing space for the adoption of any of these dogs or cats.

(4) *Certificate of source*. A pet store shall post and maintain in a conspicuous place, on or within three (3) feet of each dog's or cat's kennel, cage or enclosure, a certificate of source for each dog or cat being showcased at a pet store.Falsification of a certificate of source by a pet store, pet store operator, or any other person is hereby declared unlawful.

(5) *Record-keeping*. Pet stores shall maintain records, stating the name, address, telephone number and emails of the animal care facility or animal rescue organization that showcase from which each dog or cat was acquired for one year following the date of acquisition and maintaining a copy of the previous year. These records are subject to inspection by a Town official charged with enforcing these provisions upon request.

(6) *Applicability to existing pet stores*. Any pet store operating in conformance with a Town conditional use approval issued prior to the adoption of this section may continue to operate in accordance with that approval and with all applicable laws. If the pet store ceases operation for more than 60 days or if the conditional use is revoked by the Town or otherwise invalidated, then the pet store shall thereafter conform to the requirements of this section.

(7) *Penalty*. Any person who violates this section is subject to enforcement pursuant to Section 1-12 of this Code.

* * *

**Subdivision N. ~~Reserved~~ Amortization of tobacco paraphernalia stores in B-1 zoning districts.**

**Sec. 30-281. – ~~Reserved~~ Amortization procedures for tobacco paraphernalia stores.**

(a) *Definitions*.

(1) *Amortization notice*. Written notice of the commencement of amortization regulations, served by hand delivery or by certified mail, return receipt requested.

(2) *Amortization period*. One year after the effective date of this Ordinance.[2]

(b) *Intent*. It is the intent of this Subdivision to recognize that the eventual elimination of existing tobacco paraphernalia stores in the B-1 zoning district that are not in conformity with the provisions of these regulations, in as expeditious a manner as is reasonable, bears as much relation to the health, safety, and welfare of the citizens of the Town as the prohibition of new tobacco paraphernalia stores that would violate these regulations. It is also the intent of this Subdivision to protect private property rights to the extent required by law.

(c) *Operation during amortization*. A nonconforming tobacco paraphernalia store may be continued for the amortization period, and shall be maintained in good condition and conform with the regulations applicable to nonconforming structures in the Town. Such store may not display its inventory of tobacco paraphernalia within 5 feet of any window or glazed area of the front or side façades, but may continue to stock and sell it.

(d) *Removal*. All nonconforming tobacco paraphernalia stores in existence upon the effective date of this Ordinance,[3] and which previously conformed to all legal requirements but are made nonconforming by the provisions of these regulations, shall be removed prior to the end of the amortization period.

(e) *Procedure for enforcement of amortization requirements*. Prior to the Town enforcing the amortization period against any tobacco paraphernalia store, it shall be the responsibility of the Town Manager or designee to:

(1) make a record of all nonconforming tobacco paraphernalia stores in Town that are subject to the amortization requirement, and

(2) serve the amortization notice on the owners of such stores and upon the property owner.

The amortization period shall apply to tobacco paraphernalia stores that receive an amortization notice from the Town, in the manner described in that notice.

(f) *Extension of amortization period*.

(1) The Town Manager or designee, in consultation with the Town Attorney, may extend the amortization period upon a showing of economic hardship to the owner of a tobacco paraphernalia store. Alternatively, the Town Manager may choose to bring such an extension request to the Town Commission for approval.

(2)An owner of a tobacco paraphernalia store who asserts that a longer amortization period is necessary to amortize its investment shall file an application for extension with the office of the Town Manager within 30 days of the date of the amortization letter. The application shall be on a form provided by the office of the Town Manager, and shall include a statement setting forth the investment in the nonconforming tobacco paraphernalia store, the date of approval, and the cost and date of the most recent renovation.

(3) An extension of the amortization period shall be granted if the Town Manager or designee, in consultation with the Town Attorney, or the Town Commission if it is referred the decision, finds that the amortization period is unreasonable for that tobacco paraphernalia

[2] Codifier to substitute the date that is one year after the effective date of this Ordinance.
[3] Codifier to substitute the effective date of this Ordinance.

store at issue because it is too short to allow amortization of its investment in accordance with applicable caselaw.

(4) The Town Manager or designee's decision may be appealed to the Town Commission by the owner of a tobacco paraphernalia store within 30 days of the determination.

* * *

**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 a 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.** Conflicting Ordinances. 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 the first reading, this ___ day of _____, 2021.

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

_____
**MAYOR CHRIS VINCENT**

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

| | | |
|---|---|---|
| Commissioner Sokolow | _____ | _____ |
| Commissioner Strauss | _____ | _____ |
| Commissioner Malkoon | _____ | _____ |

ATTEST:

_____

Tedra Allen, Town Clerk

APPROVED AS TO FORM:

_____

Susan L. Trevarthen, Town Attorney

**EXHIBIT**
**Second Reading Version**

# Ordinance 2021-10

**AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS," SECTION 30-11, "DEFINITIONS" TO DEFINE "TOBACCO PARAPHERNALIA STORES;" AMENDING SUBDIVISIONS L AND M, B-1-A AND B-1 DISTRICT REGULATIONS, TO CHANGE THE LISTS OF PERMITTED AND CONDITIONAL USES AND CREATE SUPPLEMENTAL REGULATIONS; ~~CREATING SECTION 30-281 TO PROVIDE FOR AMORTIZATION OF EXISTING TOBACCO PARAPHERNALIA STORES IN THE B-1 ZONING DISTRICTS;~~ PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE**

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

**WHEREAS**, the Town Commission has recently discussed the history and the adequacy of the use lists, definitions and processes for the two business zoning districts in the Town, Business (B-1) and Neighborhood Business (B-1-A); and

**WHEREAS**, the Town Commission finds that certain uses are listed in the business zoning districts which are not possible to develop, or are not compatible with or suitable for the Town; and

**WHEREAS**, during the 2021 Florida Legislative Session, the Legislature adopted Chapter 2021-14, Laws of Florida, creating Sections 569.0025 and 569.315 of the Florida Statutes, and preempting the regulation for the marketing, sale, or delivery of, tobacco products and nicotine products to the State, effective October 1, 2021; and

**WHEREAS**, however, local governments still retain the right to regulate stores selling tobacco paraphernalia or devices commonly related to the use of any tobacco product, drug, or narcotic, as further defined herein ("tobacco paraphernalia stores"); and

**WHEREAS**, there has been a recent proliferation of tobacco paraphernalia stores, as defined herein, in the Town's B-1 business zoning district; and

**WHEREAS**, the Town Commission finds that tobacco paraphernalia stores previously allowed to locate within the Town as specialty shops should no longer be located in the B-1 and B-1-A zoning districts; and

~~**WHEREAS**, it is the intent of the Town Commission that nonconforming tobacco paraphernalia stores in the B-1 zoning districts be permitted to continue to exist for one year (or longer based upon an individual showing) from the effective date of this Ordinance, unless terminated earlier for any reason; and~~

**WHEREAS**, to provide for the orderly, planned future development of the Town, and enhance the character and aesthetics of the Town, the Town Commission finds that additional changes to the list of permitted and conditional uses in the B-1 and B-1-A zoning districts, and related regulations, are necessary to reflect the Town's current vision for its downtown; and

**WHEREAS**, the Planning and Zoning Board, sitting as the Local Planning Agency, has reviewed the contents of this Ordinance at a duly noticed public hearing on October 6, 2021, and recommended the amendments be approved; and

**WHEREAS**, at first reading, the Town Commission determined to remove the amortization provisions from this Ordinance and instead require that nonconforming tobacco

paraphernalia stores and other businesses conceal their inventory of tobacco paraphernalia from public view[1]; and

**WHEREAS**, the Town Commission conducted first and second reading of this Ordinance at duly noticed public hearings, as required by law, and after having received input from and participation by interested members of the public and staff, the Town Commission has determined that this Ordinance is consistent with the Town's Comprehensive Plan and in the best interest of the Town, its residents, and its visitors.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, THAT[2]:**

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

**SECTION 2.** Code Amended. Chapter 30 "Unified Land Development Regulations," is hereby amended as follows:

**Chapter 30 - UNIFIED LAND DEVELOPMENT REGULATIONS**

**ARTICLE I. - IN GENERAL**

* * *

**Sec. 30-11. - Definitions.**

* * *

(2) *Terms defined.*

* * *

[1] This requirement is proposed in a separate Ordinance to be codified in Chapter 14, Section 14-33 of the Town Code of Ordinances.

[2] Additions to existing text are shown in underline. Deletions are shown in ~~strikethrough~~. Additions made between first and second reading are shown in double underline. Deletions made between first and second reading are shown in ~~double strikethrough~~.

*Tobacco paraphernalia*. Paraphernalia commonly related to the use of any tobacco product, drug, or narcotic includes, but is not limited to:

a. Metal, wooden, acrylic, glass, stone, plastic, or ceramic smoking pipes, with or without screens, permanent screens, or punctured metal bowls.
b. Water pipes.
c. Carburetion tubes and devices.
d. Chamber pipes.
e. Carburetor pipes.
f. Air-driven pipes.
g. Chillums.
h. Bongs.
i. Ice pipes or chillers

This definition shall not be interpreted to include a nicotine dispensing device, as defined in Florida Statutes, Section 569.31, as may be amended from time to time.

*Tobacco paraphernalia store*. Any retail store that sells, offers for rent or sale, or exhibits or displays, tobacco paraphernalia that totals more than five percent of its inventory, measured by either (i) the number of items or (ii) the square footage of the store where inventory is displayed or accessible to customers.

* * *

**ARTICLE V. – ZONING**

* * *

**DIVISION 2. – DISTRICTS**

* * *

**Subdivision L. - B-1-A District Regulations.**

**Sec. 30-261. - B-1-A district—Business.**

(a) *B-1-A uses permitted*.

(1) *Permitted uses*. No building or premises shall be used and no building with the usual accessories shall be erected or altered other than a building or premises arranged, intended, or designed for any of the following uses, not to exceed 10,000 square feet in gross floor area:

a.Antiques store,
b.Art galleries,
c.Arts and crafts supply store,

d.Automobile rental or leasing agencies (no outdoor display),
e.Bait and tackle shop,
f.Bakery,
g.Bank,
h.~~Beauty schools, b~~Barber shops and hair salons,
i.Bicycle rental shop with no outside storage,
j.Book store,
k.Business and professional employment agency,
l.Camera and photographic supply store,
m.Card and stationery store,
n.Catering businesses,
o.Church and place of worship,
p.Clothing store,
q.Coin-operated dry cleaning and laundry and/or pickup station,
r.Community theaters, dinner theaters and cultural centers,
s.Computer/software store,
t.Consignment store,
u.Cooking schools,
v.Copy center,
w.Courier service,
x.Delicatessen,
y.~~Dental laboratory,~~Reserved,
z.Drug store/pharmacy (no on-site prescription writing for controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355),
aa.Fabric/needlework/yarn shop,
bb.Fishing pier,
cc.Florist shop,
dd.Formal wear sales and rental,
ee.Fruit and produce store,
ff.Furniture and home furnishings,
gg.Gift shop,
hh.Government administration,
ii.Grocery/food store/supermarket,
jj.Hardware store,
kk.Health and fitness center,
ll.Household appliances store,
mm.Ice cream/yogurt store,
nn.Interior decorator,
oo.Jewelry store,
pp.Library branch,
qq.Linen/bath/bedding store,
rr.Luggage/handbag/leather goods store,
ss.Mail/postage/fax service,
tt.Marine parts and supplies store,
uu.~~Market,~~Reserved

vv.Massage therapist (licensed therapist to be on premises at all times of operation; see subsection (j) below for supplemental regulations),
ww.Meat and poultry store,
xx.Medical supplies sales and medical/dental office,
yy.Motorized scooter sales or moped sales and rentals (indoor only, outdoor sales, storage or display prohibited),
zz.Museum,
aaa.Music/musical instrument store, Tapes/videos/music CD/vinyl record stores
bbb.Office building,
ccc.Optical store,
ddd.~~Party supply store,~~Reserved,
eee.Photographic studio,
fff.Police and fire substation,
ggg.Retail electronic sales and repair,
hhh.Restaurant, which may also include the following accessory uses:

1.Sidewalk cafés which would be appurtenant to, and a part of, a restaurant, subject to the requirements of chapter 17, article VI, sidewalk cafés.
2.Outside seating for restaurants, on private property other than a sidewalk, that is accessory to the principal restaurant use and that is not regulated under chapter 17, article VI, and subject to the regulations set forth in subsection (h), below.
3.Walk-up windows for food and/or beverage service,

iii.Seafood store,
jjj.Shoe sales and repair,
kkk.Shop for mar~~k~~ing articles sold at retail on the premises,
lll.~~Specialty shop,~~Reserved,
mmm.Sporting goods store, including dive shops,
nnn.Studios for artists, photographers, musicians (including recording studios), and dance,
ooo.~~Sundries store,~~ Reserved,
ppp.Tailor/dressmaking store, direct to the customer,
qqq.~~Tapes/videos/music CD stores~~, Reserved,
rrr.Tool rental (small tools and equipment, indoor display only),
sss.Toy/game store,
ttt.~~Trade/business school,~~ Reserved,
uuu.Travel agency,
vvv.Veterinarian or animal grooming with all activities enclosed within the building with no outside noise,
www.Watch and jewelry repair, and

xxx.*Uses not listed*.

1. Any use not covered by the above list may be authorized in the B-1-A district by the Town Manager or designee only if the proposed use is similar to a listed use; otherwise, an amendment to this chapter is required.
2. The Town Manager or designee shall consult with the Town Commission on any proposal to find that a use is similar, prior to authorizing such use in the B-1-A district.
3. Whenever a use is approved as a similar use, the Town Manager shall report such finding in the written Town Manager report at a subsequent Town Commission meeting.

(2) *Conditional uses*. The following conditional uses may be permitted upon approval pursuant to the conditional use procedures of this Code:

a.Bicycle taxi (no outside storage or display).
b.~~Car wash/outdoor hand wash.~~ Reserved,
c.Charter and sightseeing boat.
d.Child and adult day-care centers.
e.Convenience store, subject to the requirements as set forth in subsection (i), below.
f.Drive-through services that are accessory to a primary use, provided that any approval of the drive-through use by the Town Commission shall specifically establish the location and traffic flow pattern of the drive-through.
g.Dry cleaner.
h.Mixed use, subject to the requirements as set forth in subsection (i) below.
i."Paid private parking" on parcels with a primary use, excluding standalone parking lots, subject to the requirements as set forth in subsection (i) below.
j.Parking garage.
k.Permitted use that exceeds 10,000 square feet in gross floor area.
l.~~Pet store.~~ Reserved,
m.Pool supply store.
n.Outside storage of propane tank cabinets for the storage, sale or rental of propane tanks.
o.Water craft sales and rental (new or used).

p.*Conditional uses not listed*.

1. Permission to apply for conditional uses not covered by the above list in the B-1-A district may be granted by the Town Manager or designee only if the proposed conditional use is similar to a listed conditional use; otherwise, an amendment to this chapter is required.
2. The Town Manager or designee shall consult with the Town Commission on any proposal to determine that a conditional use is similar to those listed, prior to authorizing the filing of an application to seek approval of that conditional use in the B-1-A district.
3. Whenever a use is approved as a similar use, the Town Manager shall report such finding in the written Town Manager report at a subsequent Town Commission meeting.

4. Approval of a conditional use shall also be subject to the requirements for conditional use review as set forth in section 30-126 of the Town Code.

* * *

(j) *Massage therapists – supplemental regulations*.

(1) *Massage therapist certificate required*. No establishment shall offer or provide massage services without obtaining a massage therapist certificate issued pursuant to this subsection (j), and maintaining such certificate. All persons providing massage services at the establishment shall be duly licensed under F.S. §480.041 et seq.; approved as a massage therapy apprentice as defined in F.S. §480.033, or possess another valid health care practitioner license duly issued by the Florida Department of Health pursuant to F.S. Ch. 456.

a. *Application for businesses*. All establishments providing massage services as defined within this Code shall apply for a massage therapist certificate from the Town. Any establishment applying for a massage therapist certificate shall include the following information on a form provided by the Town:

1. Proof of valid Florida Board of Massage Therapy license issued to the establishment in accordance with F.S. §480.043 et seq.; and

2. Proof of valid Florida Board of Massage Therapy or other state health care practitioner license for all personnel providing massage services at the establishment, in accordance with F.S. §480.041 et seq. or F.S. Ch. 456; or proof of Florida Board of Massage apprenticeship approval as defined in F.S. §480.033, if applicable; and

3. Proof of valid Florida driver's license or other government-issued identification for every person and massage therapist working at the establishment.

b. *Term of massage therapist certificate for businesses*. Once issued, a massage therapist certificate shall remain valid for a period of one year, or until there is a change of the use, ownership, name, location of the establishment from that specified on the approved certificate, or until such time that the Town-issued Business Tax Receipt (BTR) expires.

1. The operator of any massage establishment that holds a certificate shall submit an application to renew the certificate within 30 days prior to the expiration date of the current certificate in order to continue operating.

2. When there is a change of the use, ownership, business name, or establishment name, or establishment location from that specified on the approved certificate, a new certificate shall be required.

c. *Requirement to supply updated information*. Annually at the time of issuance of business tax receipt during the term of a massage therapist certificate, each establishment holding a certificate shall supply the Town with the following information on a form and in the manner prescribed by the Town:

1. Revocation, expiration, or change to the status of the state licenses described in sub-subsection a. above; and

2. Updated state driver's license or other government-issued identification information for all personnel providing massage services at the establishment, including new staff members.

3. Proof of valid licensure of any new employees within seven days of employment, regardless of monthly report due date.

d. *Display of certificate*. Establishments shall display the valid certificate in a place easily visible to any person entering the establishment and shall maintain proof of valid licenses and identification of each staff member on the premises of the establishment at all times during operation.

e. *Revocation.*

1. *Grounds for revocation*. The following shall be nonexclusive grounds for revocation of a massage therapist certificate:

i. Noncompliance with any provision of this subsection (j); or

ii. Noncompliance with Chapter 480 of the Florida Statutes; or

iii. The Town's determination that issuance of a certificate was granted based upon false information, misrepresentation of fact, or mistake of fact by the representative of the establishment holding the certificate, or his or her agent; or

iv. Failure to remain "in good standing" as defined herein.

2. *Revocation procedure*. In the event the Town determines there are grounds for revocation, the Town shall schedule a hearing before the Town Manager and notify the certificate holder in writing and the grounds upon which such action is proposed, no less than seven days prior to the date of the hearing. In the event of an emergency the hearing may be held no less than 24 hours after notice to the certificate holder. Notice shall be deemed given when a notice has been properly addressed to the address as provided by the certificate holder on the certificate application, stamped and deposited in a U.S. Postal depository or collected by an employee of the U.S. Postal Service.

Emergency notice shall be attempted by all available avenues including hand delivery. Proof shall be by clear and convincing evidence.

The Town Manager may:

i. Find no violation;

ii. Temporarily suspend the certificate for a time period as determined appropriate by the Town Manager;

iii. Revoke the certificate for the remainder of its term.

iv. Depending on the facts and circumstances, the Town Manager may suspend or revoke a license immediately subject to appeal as provided herein. Such appeal shall not stay the revocation or other action of the Town Manager.

A finding of violation twice within a one-year period shall require revocation of the license for the remainder of its term. Nothing in this subsection (j) shall take away other enforcement powers of the Town, Special Magistrate or any other agency provided by the Code or statute.

f. *Exemptions*. Massage services in state-licensed hospitals and hospices, or those massages provided by a massage therapist acting under the direction of a licensed medical provider or practitioner, shall be exempt from the massage therapist certificate requirements of this subsection (j).

(2) *Penalties.* Violations of this subsection (j) shall be punishable in a manner to be prescribed by the Town and may result in the revocation of a massage therapist certificate, the imposition of fines, or any other penalty applicable pursuant to any other law.

(3) *"In Good Standing" defined*. For purposes of this subsection (j), the term "in good standing" means:

a. That the applicant's state license is current;

b. That the applicant's state license will not expire during the fiscal year for which the massage therapy services certificate is issued (or if such the case, that a renewal for the state license has been filed);

c. That there are no pending Department of Health Administrative complaints against the applicant which seek permanent revocation or suspension of the applicant's state license;

d. That there are no pending Department of Health Administration complaints against the applicant's state license seeking a restriction of practice or placement on probation (the Town may disregard this evidence if it receives a resolution from the Board of Massage Therapy, or a letter from the Executive Director of the Department of Health indicating that the remedy sought will not preclude the applicant from pursuing the massage therapy services certificate); and

e. That the applicant is not being prosecuted, and does not have criminal charges pending at the state or federal prosecutor, at the time the Town must approve or deny the application for the massage therapist certificate.

* * *

**Subdivision M. - B-1 District Regulations.**

**Sec. 30-271. - B-1 district—Business.**

(a) *B-1 uses permitted*.

(1) *Permitted uses*. No building or premises shall be used and no building with the usual accessories shall be erected or altered other than a building or premises arranged, intended, or designed for any of the following uses, not to exceed 10,000 square feet in gross floor area, except for waterfront hotel uses:

a.Antiques store,
b.Art galleries,
c.Arts and crafts supply store,
d.Automobile rental or leasing agencies (no outdoor display),
e.Bait and tackle shop,
f.Bakery,
g.Bank,
h.~~Beauty schools, b~~Barber shops and hair salons,
i.Bicycle rental shop with no outside storage,
j.Book store,
k.Business and professional employment agency,
l.Camera and photographic supply store,
m.Card and stationery store,
n.Catering businesses,
o.Church and place of worship,
p.Clothing store,
q.Coin-operated dry cleaning and laundry and/or pickup station,
r.Community theaters, dinner theaters and cultural centers,
s.Computer/software store,
t.Consignment store,

u.Cooking schools,
v.Copy center,
w.Courier service,
x.Delicatessen,
y.Dental laboratory,
z.Drug store/pharmacy (no on-site prescription writing for controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355),
aa.Fabric/needlework/yarn shop,
bb.Fishing pier,
cc.Florist shop,
dd.Formal wear sales and rental,
ee.Fruit and produce store,
ff.Furniture and home furnishings,
gg.Gift shop,
hh.Government administration,
ii.Grocery/food store/supermarket,
jj.Hardware store,
kk.Health and fitness center,
ll.Household appliances store,
mm.Ice cream/yogurt store,
nn.Interior decorator,
oo.Jewelry store,
pp.Library branch,
qq.Linen/bath/bedding store,
rr.Luggage/handbag/leather goods store,
ss.Mail/postage/fax service,
tt.Marine parts and supplies store,
uu.~~Market,~~ Reserved,
vv.Massage therapist (licensed therapist to be on premises at all times of operation; see subsection (j) below for supplemental regulations),
ww.Meat and poultry store,
xx.Medical supplies sales, medical/dental office,
yy.Motorized scooter sales or moped sales and rentals (indoor only, outdoor sales, storage or display prohibited),
zz.Museum,
aaa.Music/musical instrument store, Tapes/videos/music CD/vinyl record stores
bbb.Office building,
ccc.Optical store,
ddd.~~Party supply store,~~ Reserved,
eee.Photographic studio,
fff.Police and fire substation,
ggg.Retail electronic sales and repair,
hhh.Restaurant, which may also include the following accessory uses:

1.Sidewalk cafés which would be appurtenant to, and a part of, a restaurant, subject to the requirements of chapter 17, article VI, sidewalk cafés.
2.Outside seating for restaurants, on private property other than a sidewalk, that is accessory to the principal restaurant use and that is not regulated under chapter 17, article VI, and subject to the regulations set forth in subsection (h), below.
3.Walk-up windows for food and/or beverage service,

iii.Seafood store,
jjj.Shoe sales and repair,
kkk.Shop for ma~~r~~king articles sold at retail on the premises,
lll.~~Specialty shop,~~ Reserved,
mmm.Sporting goods store, including dive shops,
nnn.Studios for artists, photographers, musicians (including recording studios), and dance,
ooo.~~Sundries store,~~ Reserved,
ppp.Tailor/dressmaking store, direct to the customer,
qqq.~~Tapes/videos/music CD stores,~~ Reserved,
rrr.Tool rental (small tools and equipment, indoor display only),
sss.Toy/game store,
ttt.~~Trade/business school,~~ Reserved,
uuu.Travel agency,
vvv.Veterinarian or animal grooming with all activities enclosed within the building with no outside noise,
www.Watch and jewelry repair, ~~and~~
xxx. Cigar store (not meeting the definition of tobacco paraphernalia store, no customer service area),
yyy.*Uses not listed*.
1. Any use not covered by the above list may be authorized in the B-1-A district by the Town Manager or designee only if the proposed use is similar to a listed use; otherwise, an amendment to this chapter is required.
2. The Town Manager or designee shall consult with the Town Commission on any proposal to find that a use is similar, prior to authorizing such use in the B-1-A district.
3. Whenever a use is approved as a similar use, the Town Manager shall report such finding in the written Town Manager report at a subsequent Town Commission meeting.

(2) *Conditional uses*. The following conditional uses may be permitted upon approval pursuant to the conditional use procedures of this Code:
a.Bicycle taxi (no outside storage or display).
b.~~Call center, subject to the requirements as set forth in subsection (i), below~~. Reserved.
c.~~Car wash/outdoor hand wash.~~ Reserved,
d.Charter and sightseeing boat.
e.Child and adult day-care centers.
f.Convenience store, subject to the requirements as set forth in subsection (i), below.

g.Drive-through services that are accessory to a primary use, provided that any approval of the drive-through use by the Town Commission shall specifically establish the location and traffic flow pattern of the drive-through.
h.Dry cleaner.
i. Marina, subject to the requirements as set forth in subsection (i) below.
j. Mixed use, subject to the requirements as set forth in subsection (i) below.
k."Paid private parking" on parcels with a primary use, excluding standalone parking lots, subject to the requirements as set forth in subsection (i) below.
l.Parking garage.
m.Permitted use that exceeds 10,000 square feet in gross floor area.
n.Pet store.(see subsection (k) below for supplemental regulations).
o.Pool supply store.
p.Outside storage of propane tank cabinets for the storage, sale or rental of propane tanks.
q.Water craft sales and rental (new or used).
r. Waterfront hotel.

s. *Conditional uses not listed*.

1. Permission to apply for conditional uses not covered by the above list in the B-1 district may be granted by the Town Manager or designee only if the proposed conditional use is similar to a listed conditional use; otherwise, an amendment to this chapter is required.
2. The Town Manager or designee shall consult with the Town Commission on any proposal to determine that a conditional use is similar to those listed, prior to authorizing the filing of an application to seek approval of that conditional use in the B-1 district.
3. Whenever a use is approved as a similar use, the Town Manager shall report such finding in the written Town Manager report at a subsequent Town Commission meeting.
4. Approval of a conditional use shall also be subject to the requirements for conditional use review as set forth in section 30-126 of the Town Code.

* * *

(j) *Massage therapists – supplemental regulations*.

(1) *Massage therapist certificate required*. No establishment shall offer or provide massage services without obtaining a massage therapist certificate issued pursuant to this subsection (j), and maintaining such certificate. All persons providing massage services at the establishment shall be duly licensed under F.S. §480.041 et seq.; approved as a massage therapy apprentice as defined in F.S. §480.033, or possess another valid health care practitioner license duly issued by the Florida Department of Health pursuant to F.S. Ch. 456.

a. *Application for businesses*. All establishments providing massage services as defined within this Code shall apply for a massage therapist certificate from the Town. Any

514 establishment applying for a massage therapist certificate shall include the following
515 information on a form provided by the Town:

516 1. Proof of valid Florida Board of Massage Therapy license issued to the
517 establishment in accordance with F.S. §480.043 et seq.; and

518 2. Proof of valid Florida Board of Massage Therapy or other state health care
519 practitioner license for all personnel providing massage services at the establishment,
520 in accordance with F.S. §480.041 et seq. or F.S. Ch. 456; or proof of Florida Board of
521 Massage apprenticeship approval as defined in F.S. §480.033, if applicable; and

522 3. Proof of valid Florida driver's license or other government-issued identification
523 for every person and massage therapist working at the establishment.

524 b. *Term of massage therapist certificate for businesses*. Once issued, a massage therapist
525 certificate shall remain valid for a period of one year, or until there is a change of the use,
526 ownership, name, location of the establishment from that specified on the approved
527 certificate, or until such time that the Town-issued Business Tax Receipt (BTR) expires.

528 1. The operator of any massage establishment that holds a certificate shall submit
529 an application to renew the certificate within 30 days prior to the expiration date of the
530 current certificate in order to continue operating.

531 2. When there is a change of the use, ownership, business name, or establishment
532 name, or establishment location from that specified on the approved certificate, a new
533 certificate shall be required.

534 c. *Requirement to supply updated information*. In the first week of each quarter during
535 the term of a massage therapist certificate, each establishment holding a certificate shall
536 supply the Town with the following information on a form and in the manner prescribed
537 by the Town:

538 1. Revocation, expiration, or change to the status of the state licenses described in
539 sub-subsection a. above; and

540 2. Updated state driver's license or other government-issued identification
541 information for all personnel providing massage services at the establishment,
542 including new staff members.

543 3. Proof of valid licensure of any new employees within seven days of employment,
544 regardless of monthly report due date.

d. *Display of certificate*. Establishments shall display the valid certificate in a place easily visible to any person entering the establishment and shall maintain proof of valid licenses and identification of each staff member on the premises of the establishment at all times during operation.

e. *Revocation.*

1. *Grounds for revocation*. The following shall be nonexclusive grounds for revocation of a massage therapist certificate:

i. Noncompliance with any provision of this subsection (j); or

ii. Noncompliance with Chapter 480 of the Florida Statutes; or

iii. The Town's determination that issuance of a certificate was granted based upon false information, misrepresentation of fact, or mistake of fact by the representative of the establishment holding the certificate, or his or her agent; or

iv. Failure to remain "in good standing" as defined herein.

2. *Revocation procedure*. In the event the Town determines there are grounds for revocation, the Town shall schedule a hearing before the Town Manager and notify the certificate holder in writing and the grounds upon which such action is proposed, no less than seven days prior to the date of the hearing. In the event of an emergency the hearing may be held no less than 24 hours after notice to the certificate holder. Notice shall be deemed given when a notice has been properly addressed to the address as provided by the certificate holder on the certificate application, stamped and deposited in a U.S. Postal depository or collected by an employee of the U.S. Postal Service. Emergency notice shall be attempted by all available avenues including hand delivery. Proof shall be by clear and convincing evidence.

The Town Manager may:

i. Find no violation;

ii. Temporarily suspend the certificate for a time period as determined appropriate by the Town Manager;

iii. Revoke the certificate for the remainder of its term.

iv. Depending on the facts and circumstances, the Town Manager may suspend or revoke a license immediately subject to appeal as provided herein. Such appeal shall not stay the revocation or other action of the Town Manager.

A finding of violation twice within a one-year period shall require revocation of the license for the remainder of its term. Nothing in this subsection (j) shall take away other enforcement powers of the Town, Special Magistrate or any other agency provided by the Code or statute.

f. *Exemptions*. Massage services in state-licensed hospitals and hospices, or those massages provided by a massage therapist acting under the direction of a licensed medical provider or practitioner, shall be exempt from the massage therapist certificate requirements of this subsection (j).

(2) *Penalties.* Violations of this subsection (j) shall be punishable in a manner to be prescribed by the Town and may result in the revocation or suspension of a massage therapist certificate, the imposition of fines, or any other penalty applicable pursuant to any other law.

(3) *"In Good Standing" defined*. For purposes of this subsection (j), the term "in good standing" means:

a. That the applicant's state license is current;

b. That the applicant's state license will not expire during the fiscal year for which the massage therapy services certificate is issued (or if such the case, that a renewal for the state license has been filed);

c. That there are no pending Department of Health Administrative complaints against the applicant which seek permanent revocation or suspension of the applicant's state license;

d. That there are no pending Department of Health Administration complaints against the applicant's state license seeking a restriction of practice or placement on probation (the Town may disregard this evidence if it receives a resolution from the Board of Massage Therapy, or a letter from the Executive Director of the Department of Health indicating that the remedy sought will not preclude the applicant from pursuing the massage therapy services certificate); and

e. That the applicant is not being prosecuted, and does not have criminal charges pending at the state or federal prosecutor, at the time the Town must approve or deny the application for the massage therapist certificate.

(k) *Pet stores, supplemental regulations*.

(1) *Definitions*.

*Animal care facility* means an animal control center or animal shelter, maintained by or under contract with any state, county, or municipality, whose mission and practice is, in whole, or significant part, the rescue and placement of animals in permanent homes or rescue organizations, and which does not obtain animals from a breeder or broker for payment or compensation.

*Animal rescue organization* means any not-for-profit organization which has tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code, whose mission and practice is, in whole or in significant part, the rescue, sheltering and placement of animals in permanent homes or whose primary purpose is the prevention of cruelty to animals. This term does not include an entity that breeds or brokers animals or obtains animals from breeders or brokers for payment or compensation.

*Certificate of source* means a document from the source and declaring the source of origin of a dog or cat showcased on the premises. A certificate of source shall include at a minimum: (i) a brief description of the dog or cat, the name, address, telephone number, and e-mail address of the source of the dog or cat; and (ii) the pet store's certification of the accuracy of the certificate.

*Pet store* means a retail establishment where dogs or cats are sold, exchanged, bartered, offered for sale or adoption, advertised for sale, auctioned, given away or otherwise disposed of as pet animals to the general public at retail, including by appointment. Such definition shall not include an animal care facility or animal rescue organization, as defined herein.

*Showcase* means that an animal care facility or animal rescue organization temporarily displays to the public an adoptable dog or cat at a pet store, in order to facilitate the adoption of the dog or cat from that organization or facility. Dogs or cats may only be showcased during the hours of operation of the pet store, and shall be returned to the organization or facility during the hours that the pet store is closed.

(2) *Prohibition*. It is prohibited and unlawful for a pet store to offer, deliver, offer for sale, barter, auction, rent, lease, give away, or otherwise transfer or dispose of a dog or cat in the Town.

(3) *Exception*. Nothing in this section shall prohibit pet stores from collaborating with animal care facilities or animal rescue organizations to offer space for such entities to showcase adoptable dogs or cats, provided the pet store shall not have any ownership interest in the dogs or cats offered for adoption and shall not receive a fee for providing space for the adoption of any of these dogs or cats.

(4) *Certificate of source*. A pet store shall post and maintain in a conspicuous place, on or within three (3) feet of each dog's or cat's kennel, cage or enclosure, a certificate of source for each dog or cat being showcased at a pet store.Falsification of a certificate of source by a pet store, pet store operator, or any other person is hereby declared unlawful.

(5) *Record-keeping*. Pet stores shall maintain records, stating the name, address, telephone number and emails of the animal care facility or animal rescue organization that showcase from which each dog or cat was acquired for one year following the date of acquisition and maintaining a copy of the previous year. These records are subject to inspection by a Town official charged with enforcing these provisions upon request.

(6) *Applicability to existing pet stores*. Any pet store operating in conformance with a Town conditional use approval issued prior to the adoption of this section may continue to operate in accordance with that approval and with all applicable laws. If the pet store ceases operation for more than 60 days or if the conditional use is revoked by the Town or otherwise invalidated, then the pet store shall thereafter conform to the requirements of this section.

(7) *Penalty*. Any person who violates this section is subject to enforcement pursuant to Section 1-12 of this Code.

* * *

~~**Subdivision N. Reserved** **Amortization of tobacco paraphernalia stores in B-1 zoning districts.**~~

~~**Sec. 30-281. – Reserved** **Amortization procedures for tobacco paraphernalia stores.**~~

~~(a) *Definitions.*~~

~~(1) *Amortization notice.* Written notice of the commencement of amortization regulations, served by hand delivery or by certified mail, return receipt requested.~~

~~(2) *Amortization period.* One year after the effective date of this Ordinance.[3]~~

~~(b) *Intent.* It is the intent of this Subdivision to recognize that the eventual elimination of existing tobacco paraphernalia stores in the B-1 zoning district that are not in conformity with the provisions of these regulations, in as expeditious a manner as is reasonable, bears as much relation to the health, safety, and welfare of the citizens of the Town as the prohibition of new tobacco paraphernalia stores that would violate these regulations. It is also the intent of this Subdivision to protect private property rights to the extent required by law.~~

~~(c) *Operation during amortization.* A nonconforming tobacco paraphernalia store may be continued for the amortization period, and shall be maintained in good condition and conform with the regulations applicable to nonconforming structures in the Town. Such store may not display its inventory of tobacco paraphernalia within 5 feet of any window or glazed area of the front or side façades, but may continue to stock and sell it.~~

~~(d) *Removal.* All nonconforming tobacco paraphernalia stores in existence upon the effective date of this Ordinance,[4] and which previously conformed to all legal requirements but are made~~

~~[3] Codifier to substitute the date that is one year after the effective date of this Ordinance.~~
~~[4] Codifier to substitute the effective date of this Ordinance.~~

~~nonconforming by the provisions of these regulations, shall be removed prior to the end of the amortization period.~~

~~(e) *Procedure for enforcement of amortization requirements.* Prior to the Town enforcing the amortization period against any tobacco paraphernalia store, it shall be the responsibility of the Town Manager or designee to:~~

~~(1) make a record of all nonconforming tobacco paraphernalia stores in Town that are subject to the amortization requirement, and~~

~~(2) serve the amortization notice on the owners of such stores and upon the property owner.~~

~~The amortization period shall apply to tobacco paraphernalia stores that receive an amortization notice from the Town, in the manner described in that notice.~~

~~(f) *Extension of amortization period.*~~

~~(1) The Town Manager or designee, in consultation with the Town Attorney, may extend the amortization period upon a showing of economic hardship to the owner of a tobacco paraphernalia store. Alternatively, the Town Manager may choose to bring such an extension request to the Town Commission for approval.~~

~~(2)An owner of a tobacco paraphernalia store who asserts that a longer amortization period is necessary to amortize its investment shall file an application for extension with the office of the Town Manager within 30 days of the date of the amortization letter. The application shall be on a form provided by the office of the Town Manager, and shall include a statement setting forth the investment in the nonconforming tobacco paraphernalia store, the date of approval, and the cost and date of the most recent renovation.~~

~~(3) An extension of the amortization period shall be granted if the Town Manager or designee, in consultation with the Town Attorney, or the Town Commission if it is referred the decision, finds that the amortization period is unreasonable for that tobacco paraphernalia store at issue because it is too short to allow amortization of its investment in accordance with applicable caselaw.~~

~~(4) The Town Manager or designee's decision may be appealed to the Town Commission by the owner of a tobacco paraphernalia store within 30 days of the determination.~~

* * *

**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 a 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.** Conflicting Ordinances. 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 the first reading, this 9th day of November, 2021.

Passed and adopted on the second reading, this 11th day of January 2022.

_____
**MAYOR CHRIS VINCENT**

| | First Reading | Second Reading |
|---|---|---|
| Mayor Vincent | _____ | _____ |
| Vice-Mayor Oldaker | _____ | _____ |
| Commissioner Sokolow | _____ | _____ |
| Commissioner Strauss | _____ | _____ |
| Commissioner Malkoon | _____ | _____ |

ATTEST:

_____
Acting Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

## Jhanelle Campbell

**From:** Jhanelle Campbell
**Sent:** Wednesday, November 24, 2021 5:02 PM
**To:** Susan Trevarthen
**Cc:** Town Manager
**Subject:** FW: Grateful J's signage
**Attachments:** P1010603.JPG; P1010602.JPG; P1010601.JPG; P1010600.JPG; P1010599.JPG; Zoning Permit Application for Sign - 2020- AFTER THE FACT.doc

Good afternoon Susan,

I hope this email finds you well. I requested our code compliance officer to visit Grateful J's this week to take inventory of the unpermitted window signs at the site. Please see my evaluation below that is based on the Town's Code and the attached pictures.

I. Based on the below definition of window and the fact that all separators between each pane of glass is less than 6 inches (1.75 in per panel separator), Grateful J's has a total of 6 windows (4 windows and 2 doors) Please note that each door is considered separate window. One window facing Commercial Blvd and the 5 face the parking lot of the plaza.

**Definition of Window**

*Window*: For the purpose of these regulations, a window shall be defined as that portion of a first or second floor façade consisting of a transparent, glass-like material designed to provide viewing of the interior from the exterior of the building and which shall be:
(a)No less than 75 percent transparent from the exterior;
(b)The area of a single window includes contiguous window panels separated by dividers less than six inches in width;
(c)Contiguous window panels separated by dividers greater than six inches in width, separated by a doorway or separated by the corner of a building shall be considered separate windows; and
(d) A glass door or pair of doors shall be considered a separate window, but shall be no less than 50 percent transparent from the exterior.
(e)A transom above a door, separated by less than six inches shall be considered part of the door. A glass transom separated by more than six inches shall be considered a separate window.

II. Based on the below definition of window sign;
   a. The window facing Commercial Blvd exceeds the total number of signs allowed. Each window is only allowed 3 signs
   b. The windows can be no less than 75% percent transparent from the exterior
   c. The doors shall be no less than 50% transparent from the exterior

**Definition of Window Sign**

*Window sign*: A sign attached to or placed on storefront windows and/or glass doors and that are placed within ten feet of the inside of a window and oriented toward the window. A bulletin board, displayed inside a window, and upon which notices, advertisements, specials, listings and the like are posted, shall be considered a single window sign.

B-1 Window Sign Allowances

(c)*B-1 and B-1-A districts.* Only the following types of signs are permitted within the B-1 and B-1-A districts, subject to the limitations and requirements contained in the definitions and restrictions and standards by sign type and the general design standards sections of these regulations, and subject to the additional limitations stated below:

(4)*Window signs*: No more than three window signs per window, placed in first floor windows; in second floor windows, only one window sign for each business which has its entrance from the second floor or a stairway only.

(5)In addition, each office building, separate storefront business, or other non-residential use:

None of the window or door signs have been permitted. I have attached the required application for the signage. The second page of the application outlines the requirements for submittal. I am happy to speak with the business owner regarding the submittal requirements if he has any questions to make the process smooth. Please note that each sign requires a separate application and $50 fee. However, a double fee will be assessed for each sign ($100) since they were installed without a permit.

Thank you

**Jhanelle Campbell**
Development Services Director
4501 N. OCEAN DRIVE,
LAUDERDALE-BY-THE-SEA, FL 33308
Phone: 954-640-4219 • JhanelleC@lbts-fl.gov
www.lbts-fl.gov • www.lbtsevents.com

**From:** Gregory Wienbarg <gregw@lauderdalebythesea-fl.gov>
**Sent:** Monday, November 22, 2021 2:57 PM
**To:** Jhanelle Campbell <JhanelleC@lauderdalebythesea-fl.gov>
**Subject:** Grateful J's signage

HI Jhanelle,

Please see attached for photos of Grateful J's signage. They still have merchandise right up against the windows.

Kind Regards,

**Greg Wienbarg**
Code Compliance Inspector
4501 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308
Phone: 954-640-4216
gregw@lauderdalebythesea-fl.gov • www.lbts-fl.gov • www.lbtsevents.com

**Please note**: Florida has a very broad public records law. Written communications to the Town, including emails, are Public Record available to the public upon request. Your email communication is therefore subject to public disclosure.

# Exhibit 4

*Figure 1*-Parking Lot View

*Figure 2*- Commercial Blvd View

# Exhibit 4

*Figure 3*- Commercial Blvd View

# Exhibit 4

*Figure 4*- Nighttime View

# Exhibit 5

*Figure 1 – Hollywood Tobacco - Nighttime*

# Town Commission Agenda Item Report

**Meeting Date:** January 11, 2022
**Submitted By:** Ken Rubach, Public Works Director
**Submitting Department:** Public Works
**Item Type:** Resolution
**Agenda Section:** RESOLUTIONS – PUBLIC COMMENTS

**Subject Title:** Resolution 2022-01. A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE AGREEMENT WITH THE CHAPPELL GROUP, INC. FOR BIDDING AND ENGINEERING OVERSIGHT SERVICES FOR THE CANAL DREDGING PROJECT, IN AN AMOUNT NOT TO EXCEED $72,204.69; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Explanation:** The Town Commission included dredging of the navigable channel of the Town's 6 waterways in the Capital Improvement plan for 2021, 2022 and 2023. The total amount reserved for this project is $70,000 budgeted in FY 22 with an additional carryover of $40,000 from FY 21 for a total of 110,000 . The project was divided into three phases – 2021 – secure permits; 2022 – dredge up to 3 canals and 2023 – complete the dredging for the remaining canal. The two remaining canals require no dredging at this time

At the April 13, 2021, Commission Meeting, the Chappell Group was authorized to secure permits on behalf of the Town in order to move forward with the dredging project. This work included preparing and submitting the appropriate applications and documentation necessary to obtain these permits, as well as work with the permitting agencies to provide any additional documentation requested to process the applications. As of December 2021, the necessary permits have all been approved and received.

The next step for the project to proceed is creating the bid documents so that we can hire a contractor to complete the work. The Chappell Group's second proposal includes assistance to create the bid documents and review the bid process and provide a formal recommendation. The major aspect of their proposal includes oversight of the project including all documentation and ensuring that all requirements of the permits are met. Lastly, the proposal included pre/post surveys of the work areas.

| Task | Cost |
|---|---|
| Bidding Assistance | $7,469.14 |
| Construction Observation | $24,811.53 |
| Client Meetings | $9,224.02 |
| Deliverables (Surveys) | $30,700.00 |
| **TOTAL** | **$72,204.69** |

Once the Town has published the RFQ and has received responses, staff will return to the Commission to present our options.

This Agreement is exempt from competitive solicitation requirements as a professional service pursuant to Section IV.D. of the Town's Purchasing Manual.

**Recommendation:** Approve an agreement with the Chappell Group to perform Canal Dredging Bidding and Engineering oversight and authorize the Town Manager to execute the agreement.

**Attachments:**
Ex.1 – Resolution 2022-01 Chappell Group Bidding and Engineering Oversight
Ex.2 – Chappell Group Agreement
Ex.3 – Chappell Group Proposal
Ex.4 – Fee Schedule

**Reviewed by Town Attorney:**

| | | | |
|---|---|---|---|
| ☒ | **Yes** | ☐ | **No** |

**RESOLUTION 2022-01**

**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE AGREEMENT WITH THE CHAPPELL GROUP, INC. FOR BIDDING AND ENGINEERING OVERSIGHT SERVICES FOR THE CANAL DREDGING PROJECT, IN AN AMOUNT NOT TO EXCEED $72,204.69; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Canal Dredging Study presented to the Commission on October 13, 2020, recommended dredging 4 of the Town's 6 canals; and

**WHEREAS,** as part of this process, the Town had to obtain permits from U.S. Army Corps of Engineers, Florida Department of Environmental Protection, and Broward County Environmental Protection & Growth Management Department; and

**WHEREAS,** as of December 2021, all required permits have been issued to the Town; and

**WHEREAS,** the next phase prior to beginning work on the project is to create bid documents; and

**WHEREAS,** The Chappell Group has provided the Town with a quote for bidding and engineering oversight services (the "Services"), in an amount not to exceed $72,204.69; and

**WHEREAS,** pursuant to Section IV.D. of the Purchasing Manual, professional services may be exempted from competitive solicitation requirements upon a finding by the Town Commission that such procurement is in the best interests of the Town; and

**WHEREAS,** the Town Commission deems it to be in the best interests of the Town to approve, and authorize the Town Manager to execute, an agreement with The Chappell Group for the Services, attached as Exhibit "A," in an amount not to exceed $72,204.69 (the "Agreement").

**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.** **Competitive Solicitation Exempt.** The Town Commission finds the Agreement with The Chappell Group for the Services is in the best interests of the Town and exempt from competitive solicitation, pursuant to Section IV.D. of the Town Purchasing Manual, which exempts contracts for professional services.

**Section 3.** **Agreement Approved.** The Agreement with The Chappell Group for the Services, attached as Exhibit "A," in an amount not to exceed $72,204.69, is hereby approved.

**Section 4.** **Execution Authorized**. The Town Manager is hereby authorized to execute the Agreement with The Chappell Group for the Services, attached as Exhibit "A," together with such non-substantial changes as are acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

**Section 5.** **Implementation.** The appropriate Town officials are authorized to do all things necessary to carry out the aims of this Resolution.

**Section 6.** **Effective Date**. This resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED** this _____ day of _____, 2022.

_____
Mayor Chris Vincent

Attest: APPROVED AS TO FORM:

_____ _____
Acting Town Clerk Susan L. Trevarthen, Town Attorney

(CORPORATE SEAL)

**Town of Lauderdale-By-The-Sea**

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement for Bidding and Engineering Oversight Services for Canal Dredging (the "Agreement"), made and entered into this ____ day of ____ 2022 (the "Effective Date"), by and between the Town of Lauderdale-By-The-Sea, a Florida municipal corporation (the "Town") and The Chappell Group, Inc. (the "Consultant").

**WHEREAS**, the Town desires to contract with Consultant for bidding and engineering oversight services for the canal dredging project, and the Consultant desires to contract with the Town to provide the services.

**NOW THEREFORE,** in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Services. Consultant, as an independent contractor, at its own cost and expense, shall meet the requirements and perform the services described herein and as described in the Proposal, attached hereto and incorporated herein as **Exhibit A** (the "Services"). Consultant shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the Services. Consultant shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Consultant to provide the Services required hereunder.

2. Term. This Agreement shall commence on the Effective Date and shall continue until the successful completion of the Services outlined herein, unless terminated earlier as provided in Section 7 of this Agreement.

3. Compliance with Applicable Law. All work hereunder shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by Town. Consultant shall at all times protect Town's property from all damage and shall repair or replace any damaged property as required by Town.

4. Compensation. Compensation hereunder shall be paid to Consultant as provided in Consultant's Proposal, attached hereto as **Exhibit A**, in a total amount not to exceed $34,084.86. Consultant shall invoice the Town at the end of each month based on a proration of the work completed. The Town shall pay the Consultant in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

5. Books and Records. Consultant shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply with Section 14. The Town shall have the right to audit the books and records of Consultant related to the services authorized herein upon reasonable notice provided to Consultant. Any incomplete or incorrect entry in such books and records shall be a basis for Town's disallowance and recovery of any payment to Consultant based upon such entry.

6. Indemnity. Consultant shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties for work or materials required under or related to this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with Consultant's performance or non-performance of this Agreement. The provisions of this section shall survive termination of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

7. Termination.

7.1 *Termination for convenience*. The Town may terminate this Agreement for convenience by giving Consultant 30 calendar days' written notice. In the event of such termination, Consultant shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the Town, up through the date of termination. Under no circumstances shall the Town make payment for Services nor shall Consultant invoice the Town for Services not yet provided.

7.2 *Termination for cause*. This Agreement may be terminated by either party upon 5 calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, Consultant shall indemnify the Town against losses pertaining to this termination. In the event that this Contract is terminated by the Town for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.1 of this Agreement, and the provisions of Section 6.1 shall apply.

8. Notice. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town:
Town Manager
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

With a copy to:
Town Attorney
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

For the Consultant:
Sarah Chappell
The Chappell Group, Inc.
714 East McNab Road
Pompano Beach, FL 33060

9. Assignment and Changes. Consultant may not assign this Agreement. Any changes to this Agreement must be by written amendment, executed by the parties hereto.

10. Insurance. Consultant shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the Town is a named insured with respect to the required coverage. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then Consultant shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect.

All insurance policies required of the Consultant shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in

Broward County, Florida. The Town may accept coverage carriers having lower Best's ratings upon review of financial information concerning Consultant and the insurance carrier.

Consultant shall maintain in full force and effect throughout the contract the following types and limitations of insurance coverage:

1. **Comprehensive General Liability Insurance** - $1,000,000 combined single limit of insurance per occurrence and $2,000,000 in the general aggregate for Bodily Injury and Property Damage and $1,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors' coverage.

2. **Workers' Compensation Insurance** – Statutory.

3. **Comprehensive Automobile Liability Insurance** - $1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; $1,000,000 Hired and Non-Owned Auto Liability.

4. **Professional Liability** –

11. Entire Agreement. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

12. Consultant Representations. Consultant represents the following: Consultant is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Consultant have been duly authorized; this Agreement is binding on Consultant and enforceable against Contactor in accordance with its terms; and no consent of any other person or entity to such execution, delivery and performance is required.

13. Independent Contractor. This Agreement does not create an employee/employer or joint venture relationship between the parties. Consultant has been procured and is being engaged to provide Services to the Town as an independent contractor, and not as an agent or employee of the Town. Accordingly, Consultant shall not attain nor be entitled to any rights or benefits of the Town, nor any rights generally afforded to classified or unclassified employees of the Town. Consultant further understands that Florida Workers' Compensation benefits available to employees of the Town are not available to Consultant and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the Town under this Agreement.

14. Chapter 119 (Public Records). The Consultant shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

(a) Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant 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, Consultant 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 Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant 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 Consultant 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 Consultant shall be withheld until all records are received as provided herein.

**(f) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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.**

15. Scrutinized Companies

a. Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Consultant , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

16. Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.

17. Waiver of Jury Trial. The Town and Consultant **knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings** in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

18. Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida. If either the Town or Consultant is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

19. No Contingent Fees. Consultant warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

*20.* E-Verify. Consultant shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of Consultant's employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Consultant, Consultant may not be awarded a public contract for a period of 1 year after the date of termination.

21. Ethics.

a. Consultant warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

b. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.

c. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.

d. Consultant covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. Consultant covenants that it will conduct no activity or provide any service that is unlawful or offensive.

22. Contract Documents; Order of Priority. The Contract Documents referred to in this Agreement shall be comprised of the Agreement and Consultant's Proposal. In the event of a conflict between the Contract Documents, the order of priority shall be: this Agreement and then the Consultant's Proposal.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**Town of Lauderdale-By-The-Sea**

**PROFESSIONAL SERVICES AGREEMENT**

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

| TOWN: | CONSULTANT: |
|---|---|
| TOWN OF LAUDERDALE-BY-THE-SEA | |
| By: _____ | By: _____ |
| Linda Connors, Town Manager | |

By: _____
Lucila Lang, Finance Director

Attest: _____
Town Clerk

Approved as to Form and Legal Sufficiency:

_____
Town Attorney Susan L. Trevarthen

December 9, 2021

Mr. Ken Rubach
Municipal Services Director
Town of Lauderdale By The Sea
4501 N. Ocean Drive
Lauderdale By The Sea, FL 33308

**RE: LBTS CANAL DREDGING, BROWARD COUNTY**
**Bidding Assistance & Construction Administration**
**TCG Project No. 20-0033.001**
**TCG Proposal No. 2021.259**

Dear Mr. Rubach:

The Chappell Group, Inc. (TCG) is pleased to provide you (Client) with the following proposal for professional Environmental Services pertaining to the above referenced project site. If accepted, this proposal will become the agreement for the project (the "Agreement"):

## I. ENVIRONMENTAL SERVICES

1.1 Bidding Assistance (Task No. 1130)
Assist Client with preparation of bid specifications and final plans for bidding the proposed dredging of the town canals as permitted. Coordinate with contractors, and Client to assist in preparation of responses to bid and Requests for Information (RFIs). Attend pre-bid meeting with city, Client, and contractors. Review bids and tabulate for client with a formal recommendation of award.

*Lump Sum……..……...……..……..……...$7,469.14*

1.2 Construction Observation (Task No. 1120)
Conduct site observations once a week and as necessary during construction (based on 26 weeks of construction) of the proposed dredging to review for compliance with approved permits. Prepare punch lists and construction reports for submittal to Client and contractor. Truck tickets of material removed and disposed of to be collected by contractor and city and provided to TCG for review and approval. Review asbuilts of the dredging and submit with certifications to the environmental agencies for close out. Attend meetings with engineer, contractor, and Client when requested. Assist client and engineer with responses to RFIs from contractor.

*Lump Sum……..……..…….$24,811.53*



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1.3 Meetings with Client (Task No. 1170)

Attend weekly meetings with Client and contractor as requested regarding construction schedule, progress, compliance, pay requests, and punch list items to be addressed.

*Lump Sum.....$9,224.02*

*Reimbursables (Pre/Post Survey by Terraquatic Surveying)…….…...$30,700.00*

**Scope of Services**

The scope of services is limited by the specific terms of this proposal. Except as stated specifically herein, no other service will be provided except as "extra work" subject to the additional fees hereinafter set forth. The terms hereof shall be construed in favor of TCG and all inferences and implications shall be deemed to be for the benefit of TCG.
In reviewing this proposal for professional services, it is agreed that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents TCG's best effort to set forth those services which TCG believes to be those requested by Client, and/or those we can determine to be needed to accomplish a particular objective. However, Client agrees that as a project progresses the scope of service as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Better understanding of the project and the Client's goals as progress on the project is made.

2. Additional requirements identified by the Client.

3. New laws or governmental agency requirements.

As these influences occur and are identified, TCG will advise you of same and seek your direction as to how you wish to proceed.

Work required as a result of the above will be "extra work" outside of the original scope of services. Upon Client's direction, TCG will perform the work under the "Hourly Fee Schedule" section of this proposal or TCG can provide Client with a separate proposal should the scope so indicate.

**Hourly Fee Schedule**

See attached Exhibit B for rates.

**Lump Sum Fees**

The Lump Sum Fees set forth above are applicable for a period of six (6) months from the date of this proposal. If the Agreement becomes effective, but the work on any item to which a lump sum fee shall apply is not commenced within said period, TCG reserves the right to terminate this Agreement for convenience in part as it relates to said item.

**Cost Estimates**

In that TCG does not have control over the cost of labor and materials, or over competitive bidding and marketing conditions, the estimates of construction costs provided by TCG will be made on the basis of TCG's experience and qualifications, but TCG does not guarantee the accuracy of the estimates of probable cost as compared to the contractor's bids. TCG recommends that Client consult with the other professionals which you have employed in connection with the project.



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**Ownership of Documents**

All documents including, but not limited to, drawings and specifications prepared in connection with the project constitute the work product or instrument of service of TCG to the project ("Instruments of Service"). Such Instruments of Service constitute a portion of the integral services provided by TCG, as such, remain the property of TCG and are not intended or represented to be suitable for reuse by you or others or for extensions of the project or in connection with any other project. TCG specifically disclaims any responsibility and/or liability for or in connection with the reuse of such Instruments of Service or any use thereof beyond the scope of the Project as set forth herein. By Client's execution of this proposal, Client agrees to indemnify and hold TCG, its employees, and its representatives harmless from all claims, damages, losses, and expenses including, but not limited to, attorney's fees arising out of or resulting from the reuse or extended use of such documents or specifications.

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all Instruments of Service and other materials that are delivered to Client under this project or prepared by or on behalf of TCG in the course of performing the Services shall be owned by TCG. TCG hereby grants Client a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive and non-transferable basis but only to the extent necessary to for the work in this Agreement.

**Permits and Approvals**

The permits and agency approvals mentioned above are those known to TCG to be required for projects of this kind, and TCG will apply for them as indicated. However, our experience has shown us that agencies and regulatory authorities do not always communicate new regulations and legislation properly and that the enforcement of policies can vary. Client agrees and is therefore cautioned that additional permits or approvals other than those presently identified may be required. Should this arise, TCG will notify you and respond promptly to the requirement, but any additional cost will be the responsibility of Client.

**Construction Requirements**

At the time that TCG is authorized by you to perform professional environmental services involving design plans and permits requiring approval by governmental agencies, the engineer of record will be required to provide certificates of compliance to those agencies with regard to the performance of certain aspects of the work, which performance will be rendered by others. It will be necessary, therefore, for TCG to perform full-time observation regarding some items and to make periodic site visits for other items to determine whether or not the improvements are in "substantial compliance" with the relevant contract documents.

It shall be Client's responsibility to notify TCG of the commencement of any work so that TCG may perform the necessary inspections and observations. The amount of time required for such inspections and observations and for the completion of the applicable certifications will be dictated by the performance of the contractor. Moreover, and in addition to the required site visits, TCG must also review the as-built drawings during and at the end of the construction period. All of the services described in this Section relating to Construction Requirements constitute "extra work", unless otherwise specifically set forth in the "Scope of Services". The cost of providing these services is not included in the Lump Sum fee, unless specifically indicated.

TCG shall not be responsible for the quality or quantity of the work, the execution thereof, the techniques or sequences of construction, the safety and security of the project, or the maintenance thereof. TCG is not a guarantor or insurer of the work of others and assumes no duty in connection therewith. In performing the services required of it, TCG will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. Absent bad faith in the performance of the work hereunder, TCG shall not be liable for any damages resulting from misfeasance in the performance of any work with regard to the project. No person



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other than Client shall have the right to rely on the expertise of TCG or the performance of the matters set forth herein. TCG reserves the right to record a memorandum hereof in the public records of the County where the work is being performed.

TCG shall not be liable for any breach of the warranty above unless Client gives written notice of the defective services, reasonably described, to TCG within ten (10) days of the time when Client discovers or ought to have discovered that the services were defective. Subject to same, TCG shall, in its sole discretion, either (i) repair or re-perform such services (or the defective part); or (ii) credit or refund the price of such services at the pro rata contract rate. THESE REMEDIES SET FORTH HEREIN SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND TCG'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN ABOVE, TCG MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

IN NO EVENT WILL TCG BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
IN NO EVENT SHALL TCG'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO TCG PURSUANT TO THIS PROPOSAL

If TCG's performance of its obligations under this project is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, TCG shall not be deemed in breach of its obligations under this project or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

The above stated services are the minimum level of services that TCG is obligated to perform. TCG currently provides a complete range of construction-related services which it will be happy to discuss with you at the time that your project is ready for construction.

**Force Majeure**

TCG shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of TCG including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Client shall be entitled to give notice in writing to Service Provider to terminate this Agreement.



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**Permit Fees; Application Fees; Outside Consultant Fees**

The service fees set forth herein do not include the payment of governmental agency submittal fees, review fees or permit fees, or any other charges assessed by said agencies. Further, the service fees do not include the cost of services provided by others. These fees shall be paid for by Client. Should TCG find it absolutely necessary to advance fees for Client, said fees shall be reimbursed along with a service and handling fee upon receipt of the invoice for same.

**Direct Charges**

Unless otherwise specified, the above service fees do not include the following direct charges:

1. Blue prints, mylars, Xeroxing, Postage, Federal Express, photographic services for enlargements, reductions, etc.: At Cost plus 10% handling charge.

2. All travel expenses including airfare, lodging, car rental, and fuel expenses: At Cost plus 10% handling charge.

**Assignment**

It should be expressly understood that this proposal is for the use of the executing Client and is not assignable or assumable by any third party.

**Invoicing and Payment**

Work will be invoiced at the end of each month based on a proration of work completed to date, with payment expected upon receipt of the invoice by the Client. Client shall notify TCG within ten (10) days of receipt of invoice should invoice be found to be unacceptable. Any invoice for which TCG is not so notified shall be deemed to be acceptable for purposes of payment by Client.

If payment is not received when due under this Agreement, TCG may suspend work under the agreement without further notice, and a late charge of one and one-half percent (1-1/2%) per month on outstanding balance shall accrue until delinquent balance is paid.

**Client's Responsibilities**

1. The Client shall provide full information regarding requirements for the project including a program, which shall set forth the design objectives, constraints and expendability, special equipment and systems and site requirements.

2. The Client shall furnish upon request by TCG the services of soil engineers or other consultants when such services are deemed necessary. Such services shall include, but are not limited to, Phase I Environmental Site Assessments, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.

3. The Client shall furnish upon request of TCG structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

4. The Client shall furnish a Legal Description of the property and the appropriate Title Information.

5. The Client shall execute all permit applications. As "Permittee", or "applicant" or "holder", Owner shall be responsible for complying with the conditions of all permits issued. In particular, Client shall be responsible for the safety of the General Public during construction.



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**Termination**

In addition to any remedies that may be provided under this Agreement, TCG may terminate this Agreement for cause with immediate effect upon written notice to Client, if Client:

(a) fails to pay any amount when due under this Agreement;

(b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or

(c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

Any improper termination for cause shall be treated as a termination for convenience.

TCG, in its sole discretion, may terminate this Agreement, in whole or in part, at any time, without cause, by providing at least ten (10) days' prior written notice to the Client. If this Agreement is terminated for convenience, TCG shall have no further responsibilities or liabilities to the Client. Client agrees that by entering into this Agreement, TCG has given sufficient consideration for receipt of this right to terminate the contract for convenience.

**Waiver**

No waiver by TCG of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by TCG. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement by TCG shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**Litigation Costs and Expenses**

If either party institutes any legal suit, action, or proceeding, the prevailing party is entitled to receive, and the other party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and expenses incurred in enforcing its rights under this Agreement pre-filing and conducting the suit, action, or proceeding, including any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs in Civil Actions), as well as costs not taxable thereunder and including actual attorneys' fees and expenses, and court costs, even if not recoverable by law (including, without limitation, all fees, taxes, costs, and expenses incident to appellate, bankruptcy, and post-judgment proceedings).

**Choice of Law, Exclusive Venue, and Jurisdiction**

This Agreement shall be governed by Florida law. The exclusive venue for any suit, action, or proceeding shall be Broward County, Florida. Client consents to the personal jurisdiction for such suit, action, or proceeding in Broward County, Florida.

**WAIVER OF JURY TRIAL**

EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.



Initial for Acceptance _____ _____

714 East McNab Road. Pompano Beach, FL 33060 *tel*. 954.782.1908 *fax*. 954.782.1108 www.thechappellgroup.com

## II. Acceptance

This proposal and fee schedules are based on acceptance within thirty (30) days of the date of preparation. If not accepted by Client within that time period, TCG reserves the right to re-evaluate the terms and conditions contained herein.

If the proposed work and fees contained herein are agreeable with Client, please sign the enclosed copy of this letter and return same to our office. Should you have any questions regarding the above, please do not hesitate to call.

Sincerely,

**THE CHAPPELL GROUP, INC.**

Sarah Chappell
President

**ACCEPTANCE OF PROPOSAL:** The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined and the individual accepting this proposal will be personally liable for payment of services described in this proposal along with the Client

THIS PROPOSAL ACCEPTED BY:

_____
Name & Title (Printed) on behalf of the Client and Personally

_____
Firm Name (Printed)

_____
Signature

_____
Date

Please provide Account Payables Contact Information below:

Name:_____

Address:_____

_____

_____

Email: _____



Initial for Acceptance _____ _____

714 East McNab Road. Pompano Beach, FL 33060 *tel*. 954.782.1908 *fax*. 954.782.1108 www.thechappellgroup.com

The Chappell Group, Inc.
714 East McNab Road
Pompano Beach, FL 33060
(954) 782-1908 FAX (954) 782-1108
TCG Project No.

**Consultant Services -**
**For Town of Lauderdale By The Sea Canal Dredging**

Description: **Environmental Services**

| Consultant Name | The Chappell Group, Inc. | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Staff Role | Principal | Project Manager | Senior Proj Biologist | Certified Arborist | Project Biologist | Secretary | | | | | | | | | | Total Staff Hours | Cost For Activity |
| Loaded Staff Hourly Rates | $237.57 | $145.71 | $126.70 | $101.36 | $104.53 | $60.18 | | | | | | | | | | | |
| **Task Description** | | | | | | | | | | | | | | | | | |
| Task 1: Bidding Assistance | 8 | 8 | 10 | | 30 | | | | | | | | | | | 56 | $ 7,469.14 |
| | | | | | | | | | | | | | | | | | |
| Task 2: Construction Administration (based on 26 weeks of construction) | 15 | 26 | 52 | | 104 | | | | | | | | | | | 197 | $ 24,811.53 |
| | | | | | | | | | | | | | | | | | |
| Task 3: Meetings | | 26 | | | 52 | | | | | | | | | | | 78 | $ 9,224.02 |
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| | | | | | | | | | | | | | | | | | |
| Total Staff Hours | 23 | 60 | 62 | | 186 | | | | | | | | | | | 331 | $ 41,504.69 |

TOTAL CONTRACT FEE COMPUTATION

| | |
|---|---|
| Total Activity Salary Costs | $41,504.69 |
| Re-imbursables - The Chappell Group, Inc. | $30,700.00 |
| | |
| | |
| Terraquatic Pre & Post Bathymetric Survey | $30,700.00 |
| | $72,204.69 |
| | $72,204.69 |
| | **$72,204.69** |

Prepared By: The Chappell Group, Inc.
Date: December 6, 2021

Revised By: The Chappell Group, Inc.
Date: December 6, 2021

# Town Commission Agenda Item Report

**Meeting Date:** January 11, 2022
**Submitted by:** Ken Rubach, Director of Public Works
**Submitting Department:** Public Works
**Item Type:** Resolution
**Agenda Section:** RESOLUTIONS – PUBLIC COMMENTS

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**Subject Title:** Resolution 2022-02. A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, WAIVING THE PURCHASING MANUAL REQUIREMENTS AS IN THE BEST INTERESTS OF THE TOWN; APPROVING A PURCHASE OF A LICENSE PLATE RECOGNITION UNIT FOR PARKING SERVICES FROM MUNICIPAL CITATION SOLUTIONS, LLC; AUTHORIZING THE TOWN MANAGER TO EXECUTE A PURCHASE ORDER; AND PROVIDING FOR AN EFFECTIVE DATE.

**Explanation:** The Parking Services Division includes two vehicles that enforce the parking meters in our Town. One vehicle has a License Plate Recognition (LPR) which allows the Parking Services staff to scan the license plates while driving to ensure compliance within parking zones and fees paid for spaces. The other vehicle is not equipped with an LPR and so when two staff members are performing parking enforcement functions, one staff member must physically walk up to each vehicle using a handheld unit to determine the vehicle's status. This process is inefficient and increases the length of time it takes to check all the parking spaces.

The Parking Services Division noted that it would enhance our service levels, improve our response time and decrease the period between enforcement cycles by adding another License Plate Recognition ("LPR") unit to an additional parking services vehicle.

*LPR System*

Reef Parking, the Town's current parking services contractor, has provided staff with a quote from Municipal Citation Solutions, LLC ("MCS"), a subsidiary of Reef Parking, to purchase the new LPR and associated items for a total cost of $30,189.15 (Exhibit 1). MCS manages the Town's ticketing software and current LPR and

provides the necessary maintenance solutions and server hosting for the data. While the LPR unit and associated equipment are not proprietary to MCS, purchasing the LPR from a different company would require a different support plan, as well as different server hosting. Reef Parking has provided the Town, at staff's request, with a letter stating this information (Exhibit 2).

The Town's Purchasing Manual under Section IV. Letter K, "Waiver of Purchasing Procedures" allows the Town Commission to waive purchasing requirements when they find that an alternative purchasing method is in the best interest of the Town. Should the Town choose to purchase from a different supplier, the overall cost to the Town would increase. The data would also be in two different locations and would not be integrated with one another.

This item is included in the Town's FY22 budget. The budgeted amount for this equipment is $27,500. The additional $2,689.15 will be covered by the parking contingency funds from account 310.545.000-500.497

**Recommendation:** Approve Resolution 2022-01 approving and authorizing the Town Manager to execute a purchase order with Municipal Citation Solutions, a subsidiary of Reef Parking, LLC. to purchase an LPR unit and associated equipment.

**Attachments**:

EX 1- Quote
EX 2- Reef Parking Letter
EX 3- Resolution

**Reviewed by Town Attorney:**

| ☒ | Yes | ☐ | No |
|---|---|---|---|

C:\Users\kenr\Desktop\Agenda Items Drafts\1-11-22 Meeting\1-11-22 AM Purchase of an LPR Unit.docx

MUNICIPAL CITATION SOLUTIONS

633 Chestnut Street
Chattanooga, TN 37363
(423) 313-0767

Quote Date: 10/7/2021
Quote Number: 21-1011A
Quote Good Until: 1/31/2022
Quote By: Jamichael McGoy

**Quote For: Town of Lauderdale-By-The-Sea**
Leroy Chasmer
Reef Project Manager – LBTS

**Comments or special instructions:**

This quote is for the purchase of additional mobile LPR unit, including software and hardware.

| Quantity | Description | MSRP | Reef Internal Discount | Unit Cost | TOTAL |
|---|---|---|---|---|---|
| | **License Plate Recognition (LPR)** | | | | |
| | ONE-TIME COST | | | | |
| 1 | Genetec Patroller 6.6 Software, two (2) Sharp Z3 cameras, GPS antenna,cabling, mounting brackets | $21,999.00 | 15% | $18,699.15 | $18,699.15 |
| 1 | BeNomad Mapping License | $500.00 | 0% | $500.00 | $500.00 |
| 1 | Dell Latitude laptop, or equivalent | $3,800.00 | 0% | $3,800.00 | $3,800.00 |
| 1 | Vehicle-specific laptop mount | $350.00 | 0% | $350.00 | $350.00 |
| 1 | MCS system config | $500.00 | 0% | $500.00 | $500.00 |
| 1 | MCS Support 8:00 A.M. - 5:00 P.M. M-F during VATS contract period | | | included | included |
| | ANNUAL FEE | | | | |
| 2 | Genetec Annual Patroller Connection Fee | $200.00 | 15% | $170.00 | $340.00 |
| | Basic LPR System First-Year Cost | | | | $24,189.15 |
| | **OPTIONS** | | | | |
| 1 | On-Site setup by MCS technicians | | | $6,000.00 | $6,000.00 |
| | Total System Cost First-Year | | | | $30,189.15 |

**Notes:**

1. Client to provide vehicle on which system is installed

If you have any questions concerning this quotation, contact Jamichael McGoy

**To accept quote, sign & date:**

_____
Signed

REEF

December 1, 2021

Leroy Chasmer
Parking Enforcement Manager
Town of Lauderdale-by-the-Sea
4501 N. Ocean Drive
Lauderdale-by-the-Sea, FL 33308

Good afternoon.

We need to add an additional License Plate Recognition (LPR) system for our parking operation. REEF-MCS is an authorized reseller for Genetec which is the manufacturer for our existing LPR system. While there are other resellers for Genetec, we believe only REEF should be considered for the purchase of the new LPR for a few reasons. REEF can only provide LPR support for REEF purchased LPRs. This means if the Town purchases through a new reseller, they would need a separate support plan and would therefore be paying for two support plans making it much more expensive for the Town. In addition, the currently owned LPR is hosted through our REEF operated server. If the Town goes out to bid, the Town would need to purchase a second hosting plan and therefore would be paying for two hosting plans making it much more expense for the Town.

Please let me know if you have additional questions or concerns.

Sincerely,

Jamichael McGoy
Solutions Manager
REEF - MCS
jamichael.mcgoy@reefparking.com

**RESOLUTION NO. 2022-02**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, WAIVING THE PURCHASING MANUAL REQUIREMENTS AS IN THE BEST INTERESTS OF THE TOWN; APPROVING A PURCHASE OF A LICENSE PLATE RECOGNITION UNIT FOR PARKING SERVICES FROM MUNICIPAL CITATION SOLUTIONS, LLC; AUTHORIZING THE TOWN MANAGER TO EXECUTE A PURCHASE ORDER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Town Parking Services Division currently has a License Plate Recognition ("LPR") unit on a parking services vehicle, which allows the Parking Services staff to scan license plates while driving to ensure compliance within parking zones and that fees are paid for spaces; and

**WHEREAS,** the Town currently only has one LPR unit, requiring one staff person to physically walk up to each vehicle with a handheld unit to determine the vehicle's status; and

**WHEREAS,** this process is inefficient and increases the length of time it takes to check all the parking spaces; and

**WHEREAS,** having two LPR units would allow the Town to more efficiently deploy parking staff and allow for an improved response time; and

**WHEREAS,** Reef Parking Enterprise, LLC ("Reef Parking"), the Town's current parking services contractor, has provided a quote from Municipal Citation Solutions, LLC ("MCS"), a subsidiary of Reef Parking, to purchase a new LPR and associated items in an amount not to exceed $30,189.15; and

**WHEREAS,** MCS manages the Town's ticketing software and current LPR, and provide the necessary maintenance solutions and server hosting for the data; and

**WHEREAS,** while the LPR unit and associated equipment are not proprietary to MCS, purchasing the LPR from a different company would require a different support plan, as well as different server hosting; and

**WHEREAS,** Section IV.K of the Town Purchasing Manual allows the Town Commission to waive purchasing requirements when they find that an alternative purchasing method is in the best interest of the Town; and

**WHEREAS,** the Town Commission deems it to be in the best interest of the Town and its residents to approve, and authorize the Town Manager to execute, a purchase order with MCS for the purchase of an LPR in an amount not to exceed $30,189.15.

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

**SECTION 1. Recitals**. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

**SECTION 2**. **Competitive Solicitation Exempt.** The Town Commission finds the Purchase from MCS for the LPR is in the best interests of the Town and exempt from competitive solicitation, pursuant to Section IV.K. of the Town Purchasing Manual.

**SECTION 3. Purchase Approved.** The purchase of an LPR from MCS, in an amount not to exceed $30,189.15, is hereby approved.

**SECTION 4. Authorization to Execute Purchase Order**. The Town Manager is hereby authorized to execute a Purchase Order to MCS, together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

**SECTION 5. Authorization to Implement**. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

**SECTION 6. Effective Date**. This Resolution shall become effective immediately upon passage and adoption.

**PASSED AND ADOPTED** on this ___ day of January, 2022.

_____
MAYOR CHRIS VINCENT

Attest:

_____
Acting Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

# Town Commission Agenda Item Report

**Meeting Date:** January 11, 2022
**Submitted By:** Ken Rubach
**Submitting Department:** Public Works
**Item Type:** Resolution
**Agenda Section:** RESOLUTIONS – PUBLIC COMMENTS

**Subject Title:** RESOLUTION 2022-03. A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH BAXTER & WOODMAN, INC. FOR THE PREPARATION OF THE CYCLE 1 STORMWATER AND WASTEWATER NEEDS ANALYSIS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Explanation:** As part of the 2021 regular session, the Florida Legislature passed House Bill No. 53 (the "Bill"), which requires the Office of Economic and Demographic Research ("EDR") in its annual assessment of the State's water resources to include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure. By June 30, 2022, and every five years thereafter, the Bill requires each municipality providing stormwater and wastewater services to develop a needs analysis for its jurisdiction over the subsequent 20 years and to submit the analysis to their respective County. The Counties must then submit a compiled report the EDR by July 31, 2022. The Bill requires EDR to use the information submitted to develop a statewide needs analysis for inclusion in its annual assessment to be published by January 1, 2023.

Pursuant to Section 287.055, Florida Statutes, the Town issued Request for Qualifications 2016-09-01 for Continuing Professional Services (the "RFQ"). Pursuant to the RFQ, the Town and Baxter & Woodman, Inc., entered into a Continuing Services Agreement.

As previously stated, the Florida Legislature is requiring a needs analysis report for both stormwater and wastewater. Baxter & Woodman completed an update to the Town's Stormwater Master Plan in 2020 which will be translated into the needs requirement for stormwater system. Over the past several years, the Town has worked to improve our wastewater infrastructure. As you know, the sanitary sewer mains have been lined and we have reserved funding each year to systematically line the remaining laterals within the Town. This includes $200,000 that was reserved to continue this work in the Town's 2022 CIP. This information will be compiled to provide the basis of the wastewater needs requirement.

Baxter & Woodman has provided the Town with a proposal for consulting services associated with assisting the Town in the preparation of the Cycle 1 Stormwater and Wastewater needs analysis for the period June 30, 2022 through 2027 (the "Services"), in an amount not to exceed

$19,741.32. This is a multi-year contract that will include the creation of the needs analysis and then review of the analysis over the next several years to ensure its implementation.

Because Baxter and Woodman were hired previously to complete the Stormwater Master Plan, staff believes they are uniquely qualified to be the Engineering firm that develops the Stormwater and Wastewater Needs Analysis. As such, staff recommends issuing Baxter & Woodman a Work Authorization for this project.

Funding for this project was not specifically budgeted but would be allocated in two different accounts. This stormwater portion of this item ($9,594.71) will be paid out of 001.541.100-500.315 Professional Services account. For the wastewater portion, staff is requesting funds in the amount of $10,146.61 be transferred from the Sewer/Wastewater account 103.535.000-500.340 to the Wastewater Professional Services account 103.535.000-500.315 to accurately track project costs within the appropriate line item. While the project was not specifically budgeted, there are available funds in these accounts to cover the costs.

This Agreement is exempt from competitive solicitation requirements as a professional service pursuant to Section IV.D. of the Town's Purchasing Manual.

**Recommendation:** Staff recommends that the Commission approve Resolution 2022-03 approving a work authorization with Baxter & Woodman to provide services associated with assisting the Town in the preparation of the Cycle 1 stormwater and wastewater needs analysis and authorizing the Town Manager to execute the work authorization.

**Attachments:**
Ex.1 – Resolution 2022-03 Baxter & Woodman Cycle 1 stormwater and wastewater needs analysis
Ex.2 – Proposal & Work Authorization

**RESOLUTION NO. 2022-03**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH BAXTER & WOODMAN, INC. FOR THE PREPARATION OF THE CYCLE 1 STORMWATER AND WASTEWATER NEEDS ANALYSIS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** as part of the 2021 regular session, the Florida Legislature passed House Bill No. 53 (the "Bill"), which requires the Office of Economic and Demographic Research ("EDR") in its annual assessment of the State's water resources to include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure; and

**WHEREAS,** by June 30, 2022, and every five years thereafter, each municipality providing stormwater and wastewater services must develop a needs analysis for its jurisdiction over the subsequent 20 years and to submit the analysis to their respective County; and

**WHEREAS,** pursuant to Section 287.055, Florida Statutes, the Town issued Request for Qualifications 2016-09-01 for Continuing Professional Services (the "RFQ"); and

**WHEREAS,** pursuant to the RFQ, the Town and Baxter & Woodman, Inc., entered into a Continuing Services Agreement; and

**WHEREAS,** Baxter & Woodman provided the Town with a proposal for consulting services associated with assisting the Town in preparation of the Cycle 1 Stormwater and wastewater needs analysis for the period of June 30, 2022 through 2027 (the "Services"), in an amount not to exceed $19,741.32; and

**WHEREAS,** the Town wishes to issue a Work Authorization to Baxter & Woodman for the Services in an amount not to exceed $19,741.32 (the "Work Authorization"); and

**WHEREAS,** Section IV.D. of the Town's Purchasing Manual exempts professional services from competitive solicitation requirements; and

**WHEREAS,** the Town Commission deems it to be in the best interest of the Town and its residents to approve the Work Authorization with Baxter & Woodman for the Services.

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

**SECTION 1. Recitals**. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

**SECTION 2. Competitive Solicitation Exempt.** The Town Commission finds the Work Authorization with Baxter & Woodman for the Services is in the best interests of the Town and exempt from competitive solicitation, pursuant to Section IV.D. of the Town Purchasing Manual, which exempts contracts for professional services.

**SECTION 3**. **Work Authorization Approved**. The Work Authorization with Baxter & Woodman for the Services, attached hereto as Exhibit "A," is hereby approved.

**SECTION 4. Authorization to Execute the Work Authorization**. The Town Manager is hereby authorized to execute the Work Authorization with Baxter & Woodman in an amount of $19,741.32, attached as Exhibit "A," together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

**SECTION 5. Authorization to Implement**. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

**SECTION 6. Effective Date**. This Resolution shall become effective immediately upon passage and adoption.

**PASSED AND ADOPTED** on this ___ day of January, 2022.

_____
MAYOR CHRIS VINCENT

Attest:

_____
Acting Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

# TOWN OF LAUDERDALE BY-THE-SEA
## WORK AUTHORIZATION FOR PROFESSIONAL SERVICES

**Contractor:** Baxter & Woodman, Inc.

**Contractor's Address**: 477 S. Rosemary Ave, Suite 330, West Palm Beach, FL 33401

| | |
|---|---|
| **Contract No.:**<br>**Agreement Description:** Professional Services Contract | **Work Authorization No.:** 19<br>**Effective Date:** |
| **P.O. # For Work Authorization:** | **Budget:** |

**Brief Task Description**: Provide assistance to the Town for preparation of the Cycle 1 EDR Stormwater and Wastewater 20-Year Needs Analysis. See detailed scope of services for limits of project area and description of the project components.

**In accordance with the above referenced agreement, you are authorized to perform the tasks detailed in attached Exhibit A (Scope of Services). All required services will be completed on or before:** See Exhibit "C"

**The total amount or the limiting amount of the compensation will be: $ 19,741.32 unless additional services are authorized by the Town in writing. See Exhibit "B"**

**Compensation elements are as follows:**

| | Method of Compensation (Lump Sum, Hourly NTE) | Amount ($) | Project Code |
|---|---|---|---|
| EDR Stormwater 20-Year Needs Analysis Cycle 1 | Lump Sum | $7,817.76 | |
| EDR Wastewater 20-Year Needs Analysis Cycle 1 | Lump Sum | $8,298.12 | |
| Meetings | Lump Sum | $3,526.44 | |
| Reimbursable Expenses | NTE | $100.00 | |
| | | | |
| | | | |
| **Total** | | **$19,741.32** | |

**Other Notes:**
**This Work Authorization is subject to the same terms and conditions of the Continuing Professional Services Contract dated** 3/15/2017.
**Please acknowledge receipt of, and agreement with, this Work Authorization by signing and dating and returning three (3) original signed copies to the Town Manager. The Town will send you one fully executed copy.**

**Town of Lauderdale by-the-Sea Approval:**

Town Manager _____ (Signature) _____ (Date)

Tedra Allen, Town Clerk _____ (Signature) _____ (Date)

If over $15,000, date this work was approved by the Town Commission on: _____

**Contractor Acceptance:**
Contractor Name: Rebecca Travis, P.E.
Title: Executive Vice President
_____ (Signature) 12/22/2021 (Date)

Approved Form HSK 11-8-11

**Exhibit A**

**EDR Stormwater and Wastewater 20-Year Needs Analysis– Cycle 1 (June 30, 2022 - 2027)**

**Scope of Services**

## A. Background

As part of the 2021 regular session, the Florida Legislature passed House Bill No. 53, which requires the Office of Economic and Demographic Research (EDR) in its annual assessment of the State's water resources to include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure. By June 30, 2022, and every five years thereafter, the bill requires each municipality providing stormwater and wastewater services to develop a needs analysis for its jurisdiction over the subsequent 20 years and to submit the analysis to their respective County. The Counties must then submit a compiled report to the EDR by July 31, 2022. The bill requires EDR to use the information submitted to develop a statewide needs analysis for inclusion in its annual assessment to be published by January 1, 2023. The consulting services provided under this authorization will provide services associated with assisting the Town in the preparation of the Cycle 1 stormwater and wastewater needs analysis for the period June 30, 2022 through 2027. This authorization is intended to set forth the scope of services, as well as other terms of the engagement such as compensation and billing, hourly billing rates, and other standard contractual terms.

Work Authorization No. 19 provides the scope of work, schedule, and fees for preparation of the Cycle 1 EDR Stormwater and Wastewater 20-Year Needs Analysis.

## B. Scope of Services

Baxter & Woodman, Inc. (B&W) proposes to provide the following services:

### TASK 1 - EDR STORMWATER 20-YEAR NEEDS ANALYSIS CYCLE 1:

B&W shall coordinate with Town staff to provide the required information for the EDR required reporting for the Cycle 1 20-Year Stormwater Needs Analysis (SNA). The previously completed 2020 Stormwater Master Plan Update and NPDES Annual Reporting information will be utilized along with budgetary information provided by Town staff. B&W will utilize the SNAtemplate that was published by the EDR on September 1, 2021.

Information provided in the 2020 Stormwater Master Plan Update, NPDES Annual Reporting and collected from Town staff that will be incorporated into the SNA includes the following:

- Background Information
- Part 1: Detailed description of the stormwater management program
    - Part 1.1: Narrative Description
    - Part 1.2: Current Stormwater Program Activities
    - Part 1.3: Current Stormwater Program Operation and Maintenance Activities
- Part 2: Detailed description of the stormwater management system and its facilities and projects
- Part 3: The number of current and projected residents served calculated in 5-year increments
- Part 4: The current and projected service area for the stormwater management program or stormwater management system
- Part 5: The current and projected cost of providing services calculated in 5-year increments
    - Part 5.1: Routine Operation and Maintenance
    - Part 5.2: Future Expansion (Committed Funding Source)
    - Part 5.3: Future Expansion with No Identified Funding Source

        - Part 5.3.1: Flood Protection
        - Part 5.3.2: Water Quality
    - Part 5.4: Stormwater projects that are part of resiliency initiatives related to climate change
- Part 6: The estimated remaining useful life of each facility or its major components
- Part 7: The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- Part 8: The Town's plan to fund the maintenance or expansion of any facility or its major components.

B&W shall prepare the SNA utilizing the EDR template and provide the appropriate supporting documentation in form of attachments as necessary. B&W will provide a Draft SNA (in .pdf format) to the Town for review and comment. Town shall provide comments 48 hours prior to a review meeting that will be conducted between B&W and Town to discuss the comments. B&W will address the comments based on the outcome of the review meeting, prepare the Final SNA, and provide two (2) hard copies and an electronic copy (in .pdf format) of the SNA to the Town for submittal to Broward County by June 30, 2022.

**TASK 2 - EDR WASTEWATER 20-YEAR NEEDS ANALYSIS CYCLE 1:**

B&W shall coordinate with staff to compile the required information for the EDR reporting for the Cycle 1 20-Year Wastewater Needs Analysis (WNA). The Town shall provide all required planning (i.e. Master Plans, reports etc.), budgetary, and proposed CIP information for the WNA. B&W shall prepare the WNA utilizing the EDR template (once available / published) and provide the appropriate attachments.

There is no existing master plan for the wastewater system which is partially maintained by City of Pompano Beach and partially by the Town. The portion maintained by the Town will be included in the WNA. Information will be needed from the Town past and future pipe lining/cleaning activities as well as other anticipated improvements needed. It is assumed that there are no expansions of the system anticipated, with the exception of Palm Club which will be completed before the EDR is submitted. Information collected from Town staff will be incorporated into the WNA includes the following:

- Background Information
- Part 1: Detailed description of the wastewater management program
    - Part 1.1: Narrative Description
    - Part 1.2: Current Wastewater Program Activities
    - Part 1.3: Current Wastewater Program Operation and Maintenance Activities
- Part 2: Detailed description of the facilities used to provide wastewater services
- Part 3: The number of current and projected connections and residents served calculated in 5-year increments
- Part 4: The current and projected service area for wastewater services
- Part 5: The current and projected cost of providing wastewater services calculated in 5-year increments
    - Part 5.1: Routine Operation and Maintenance
    - Part 5.2: Future Expansion (Committed Funding Source)
    - Part 5.3: Future Expansion with No Identified Funding Source
- Part 6: The estimated remaining useful life of each facility or its major components
- Part 7: The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- Part 8: The Town's plan to fund the maintenance or expansion of any facility or its major components.

B&W shall prepare the WNA utilizing the EDR template (once available / published) and provide the appropriate supporting documentation in form of attachments as necessary. B&W will provide a Draft WNA (in .pdf format) to the Town for review and comment. Town shall provide comments 48 hours prior to a review meeting that will be conducted between B&W and Town to discuss the comments. B&W will address the

comments based on the outcome of the review meeting, prepare the Final WNA, and provide two (2) hard copies and an electronic copy (in .pdf format) of the WNA to the Town for submittal to Broward County by June 30, 2022.

**TASK 3 - MEETINGS:**

A maximum of three (3) meeting(s) with staff are anticipated including one (1) kick-off meeting to discuss the required data and two (2) review meetings to discuss the Draft EDR SNA and WNA. Required discussions and meetings with staff shall be combined to the extent possible.

**C. Assumptions**

1. The Town will provide B&W with all requested information including budgetary estimates for the 20-year planning horizon for the SNA and WNA.
2. No additional stormwater modeling / assessment is anticipated. The information from the 2020 Stormwater Master Plan Update and NPDES Annual Reporting will be utilized to complete the SNA.
3. The Town will provide B&W with all required wastewater planning documents for the WNA including but not limited to Master Plans, Reports, budgetary, proposed CIP, etc. Master Planning efforts for the Town's wastewater needs are not included in this scope of work.
4. No hydraulic modeling / assessments of the wastewater collection and transmission system will be made under this scope of work. The information provided by the Town will be utilized to complete the WNA.
5. The limits of the wastewater system owned and operated by the Town consists of the gravity collection system located between Pine Avenue to the north, Codrington Drive to the south, El Mar Drive to the east and the Intracoastal Waterway to the west. The transmission system consists of two lift station systems. Lift Station 24 is located on Harbor Drive with a 14-inch force main that ties into the City of Pompano Beach's force main at the intersection of Pine Avenue and North Ocean Drive. Lift Station 25 is located on Allenwood Drive with a 6-inch force main to an existing manhole at the intersection of Sea Grape Drive and Commercial Boulevard.
6. This scope of work includes responding to a single round of comments, if any, from the FDEP / County.

# Exhibit B
# Town of Lauderdale-By-The-Sea
# Work Authorization #19

*EDR Stormwater and Wastewater 20-Year Needs Analysis - Cycle 1 (June 30, 2022 - 2027)*

**Budget Summary**

| Task No. | Description | Senior Engineer III/IV $167.43 | Engineer III / IV $120.34 | Engineer I / II $115.10 | Clerical I / II $73.25 | Total Labor |
|---|---|---|---|---|---|---|
| | | | | | | |
| 1 | EDR Stormwater 20-Year Needs Analysis Cycle 1 | 12 | 30 | 14 | 8 | $7,816.76 |
| 2 | EDR Wastewater 20-Year Needs Analysis Cycle 1 | 12 | 34 | 14 | 8 | $8,298.12 |
| 3 | Meetings | 4 | 18 | 6 | | $3,526.44 |
| | | | | | | |
| | **Subtotal** | **28** | **82** | **34** | **16** | **$19,641.32** |
| | | | | | | |
| | Labor Subtotal Hours | 28 | 82 | 34 | 16 | |
| | Labor Subtotal Costs | $4,688.04 | $9,867.88 | $3,913.40 | $1,172.00 | $19,641.32 |
| | **Labor Total Costs** | **$19,641.32** | | | | |
| | **Reimbursable Expenses** | $100.00 | | | | |
| | **Project Total (Lump Sum)** | **$19,741.32** | | | | |

**Exhibit C**
**Work Authorization Schedule**
**SCHEDULE**

The schedule for the completion of the Work Authorization is as follows:*

| Task | Completion Date** |
|---|---|
| Draft Stormwater & Wastewater EDR Needs Analysis Report | 12 weeks |
| Town Review of Draft Report | 14 weeks |
| Final Stormwater & Wastewater EDR Needs Analysis Report | 18 weeks |

**Refer to the attached Project Schedule**

*Time is of the essence for all timeframes provided herein. The Consultant's failure to comply with the foregoing schedule is a default by Consultant unless the delay is due to circumstances beyond Consultant's control. Town owns all documents and other evidence of design effort created as a result of this Work Authorization. All documents and other evidence of design effort created by Consultant pursuant to this Work Authorization must be promptly provided to the Town in excel / word document format as a precondition to payment at any time the Consultant is in default with the terms hereof.

**The Completion date for Tasks and the Project as a whole should be expressed in weeks or months as measured from date of the notice to proceed.

# Town Commission Agenda Item Report

**Meeting Date:** January 11, 2022
**Submitted By:** Neysa Herrera, Assistant to the Town Manager
**Submitting Department:** Administration
**Item Type:** Resolutions
**Agenda Section:** RESOLUTIONS - PUBLIC COMMENTS

**Subject Title:** Resolution 2022-04 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA APPROVING AN AGREEMENT WITH MATRIX CONSULTING INC. D/B/A MATRIX CONSULTING GROUP, LTD. FOR THE COMPLETION OF A FIRE ASSESSMENT FEE STUDY; AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

**Explanation:** At $129.85 (residential) and $0.21 (commercial), the Town's fire assessment rate is one of the lowest in Broward County and we have maintained it with no increase for the last six years.

As part of the FY2021-2022 budget process, the Town Commission allocated $30,000 to complete a Fire Assessment Fee Study. The purpose of this study is to determine if any rate changes are recommended by reviewing the current methodology used to recover the costs of fire protection services from properties that benefit from the services provided by the Town.

The Town currently has an agreement with Matrix Consulting Group LTD ("Matrix") to conduct a Comprehensive Evaluation and Operations Audit of the Town Volunteer Fire Department ("VFD"). This study is being presented as a separate item on tonight's agenda. Matrix has completed considerable research as part of this audit which would be coincide with the Fire Assessment Fee study. Due to Matrix's familiarity with the Town and understanding of the VFD operations, staff is recommending that the Town enter into a contract with Matrix for the Fire Fee Assessment Study pursuant to Section IV.D of the Town's Purchasing Manual. Section IV.D. of the Town's Purchasing Manual provides:

> "*Subject to the compliance with applicable state law, professional services in the amounts that exceed fifteen ($15,000) may be exempted from the competitive procurement requirements by the Town Commission upon a finding that such procurement is in the best interest of the Town".*

**Recommendation:** Adopt Resolution 2022-04, approving, and authorizing the Town Manager to execute, a Professional Services Agreement with Matrix in the amount of $30,000, for a Fire Assessment Fee Study.

**Attachments:**

1. Exhibit 1:  Resolution 2022-04
2. Exhibit 2:  Agreement

**RESOLUTION NO. 2022- 04**

**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH MATRIX C G INC. D/B/A MATRIX CONSULTING GROUP, LTD. FOR THE COMPLETION OF A FIRE ASSESSMENT FEE STUDY; AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, as part of the FY 2021-2022 budget process, the Town Commission allocated an amount of $30,000 for the completion of a Fire Assessment Fee Study; and

**WHEREAS,** the Town currently has an agreement with Matrix C G Inc., d/b/a Matrix Consulting Group LTD ("Matrix") to conduct a Comprehensive Evaluation and Operations Audit of the Town Volunteer Fire Department ("VFD"); and

**WHEREAS,** due to Matrix's familiarity with the Town and understanding of the VFD operations, staff is recommending that the Town enter into a contract with Matrix for completion of the Fire Fee Assessment Study (the "Services") pursuant to Section IV.D of the Town's Purchasing Manual; and

**WHEREAS**, pursuant to Section IV.D. of the Purchasing Manual, professional services may be exempted from competitive solicitation requirements upon a finding by the Town Commission that such procurement is in the best interests of the Town; and

**WHEREAS,** Matrix has provided the Town with a proposal for the Services for an amount not to exceed $30,000; and

**WHEREAS**, the Town Commission deems it to be in the best interests of the Town to approve an agreement with Matrix for the Services in an amount not to exceed $30,000 (the "Agreement") and authorize the Interim Town Manager to execute the Agreement.

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

**Section 1**. **Recitals.** Each "WHEREAS" clause set forth is true and correct and herein incorporated by this reference.

**Section 2. Competitive Solicitation Exempt.** The Town Commission finds the Agreement with Matrix for the Services is in the best interests of the Town and exempt from competitive solicitation, pursuant to Section IV.D. of the Town Purchasing Manual, which exempts contracts for professional services

**Section 3**. **Agreement Approved**. The Agreement with Matrix, attached as Exhibit "A," for the Services in an amount not to exceed $30,000, is hereby approved.

**Section 4. Authorization to Execute Agreement.** The Town Manager is hereby authorized to execute the Agreement with Matrix, attached as Exhibit "A," together with such non-substantial changes as are deemed acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

**Section 5**. **Authorization to Implement**. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

**Section 6**. **Effective Date**. This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED** this _____ day of September, 2021.

_____
Mayor Chris Vincent

Attest:

_____
Acting Tedra Allen
(CORPORATE SEAL)

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

**Town of Lauderdale-By-The-Sea**

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement ("Agreement"), made and entered into this ____ day of ____ 2021 (the "Effective Date"), by and between the Town of Lauderdale-By-The-Sea, a Florida municipal corporation (the "Town") and Matrix C G Inc. d/b/a Matrix Consulting Group LTD, a California corporation authorized to do business in Florida (the "Consultant").

**WHEREAS**, the Town desires to contract with Consultant for completion of a Fire Assessment Fee Study (the "Services"), and the Consultant desires to contract with the Town to provide the Services; and

**WHEREAS**, on September 13, 2021, the Town Commission approved, and authorized the Interim Town Manager to execute, an agreement with Consultant for the Services pursuant to Section IV.D of the Town Purchasing Manual.

**NOW THEREFORE,** in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Services. Consultant, as an independent contractor, at its own cost and expense, shall perform the Services described herein and as described in the Consultant's Proposal, attached hereto and incorporated herein as **Exhibit "A."** Consultant shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the authorized work. Consultant shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Consultant to provide the services required hereunder. The location of the services shall be at determined by the Consultant.

2. Term. This Agreement shall commence on the Effective Date and shall continue until completion of the Services, unless terminated earlier as provided in Section 7 of this Agreement.

3. Compliance with Applicable Law. All work hereunder shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by Town. Consultant shall at all times protect Town's property from all damage and shall repair or replace any damaged property as required by Town.

4. Compensation. Compensation hereunder shall be paid to Consultant as provided in Consultant's Proposal, attached hereto as **Exhibit "A**," in a total amount not to exceed $30,000. Consultant shall invoice the Town at the end of each month based on the Services provided. The Town shall pay the Consultant in accordance the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

5. Books and Records. Consultant shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply with Section 14. The Town shall have the right to audit the books and records of Consultant related to the services authorized herein upon reasonable notice provided to Consultant. Any incomplete or incorrect entry in such books and records shall be a basis for Town's disallowance and recovery of any payment to Consultant based upon such entry.

6. Indemnity. Consultant shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties for work or materials required under or related to this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with

Consultant's performance or non-performance of this Agreement. The provisions of this section shall survive termination of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

7. Termination.

7.1 **Termination for convenience.** The Town may terminate this Agreement for convenience by giving Consultant 30 calendar days' written notice. In the event of such termination, Consultant shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the Town, up through the date of termination. Under no circumstances shall the Town make payment for Services nor shall Consultant invoice the Town for Services not yet provided.

7.2 **Termination for cause.** This Agreement may be terminated by either party upon 5 calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, Consultant shall indemnify the Town against losses pertaining to this termination. In the event that this Contract is terminated by the Town for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 7.1 of this Agreement, and the provisions of Section 7.1 shall apply.

8. Notice. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Town Manager
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

With a copy to: Town Attorney
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

For The Consultant: Richard P. Brady, President
Matrix Consulting Group
1650 S. Amphlett Blvd., Suite 213
San Mateo, CA 94402

9. Assignment and Changes. Consultant may not assign this Agreement. Any changes to this Agreement must be by written amendment, executed by the parties hereto.

10. Insurance. Consultant shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the Town is a named insured with respect to the required coverage. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then Consultant shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect.

All insurance policies required of the Consultant shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Broward County, Florida. The Town may accept coverage carriers having lower Best's ratings upon review of financial information concerning Consultant and the insurance carrier.

Consultant shall maintain in full force and effect throughout the contract the following types and limitations of insurance coverage:

**a.** **Comprehensive General Liability Insurance** - $1,000,000 combined single limit of insurance per occurrence and $2,000,000 in the general aggregate for Bodily Injury and Property Damage and $1,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors' coverage.

**b.** **Workers' Compensation Insurance** – Statutory.

**c**. **Comprehensive Automobile Liability Insurance** - $1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; $1,000,000 Hired and Non Owned Auto Liability.

**d.** **Professional Liability** –$1,000,000 combined single limit of insurance per occurrence and $2,000,000 in the general aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

11. Entire Agreement. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

12. Consultant Representations. Consultant represents the following: Consultant is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Consultant have been duly authorized; this Agreement is binding on Consultant and enforceable against Contactor in accordance with its terms; and no consent of any other person or entity to such execution, delivery and performance is required.

13. Independent Contractor. This Agreement does not create an employee/employer or joint venture relationship between the parties. Consultant has been procured and is being engaged to provide Services to the Town as an independent contractor, and not as an agent or employee of the Town. Accordingly, Consultant shall not attain nor be entitled to any rights or benefits of the Town, nor any rights generally afforded to classified or unclassified employees of the Town. Consultant further understands that Florida Workers' Compensation benefits available to employees of the Town are not available to Consultant, and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the Town under this Agreement.

14. Chapter 119 (Public Records). The Consultant shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

(a) Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant 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, Consultant 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 Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant 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 Consultant 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 Consultant shall be withheld until all records are received as provided herein.

**(f) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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.**

15. Scrutinized Companies

a. Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
b. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

16. Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.

17. Waiver of Jury Trial. The Town and Consultant **knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings** in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

18. Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida. If either the Town or Consultant is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

19. No Contingent Fees. Consultant warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

20. Ethics.

a. Consultant warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

b. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.

c. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.

d. Consultant covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. Consultant covenants that it will conduct no activity or provide any service that is unlawful or offensive.

21. E-Verify. Consultant shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of Consultant's employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Consultant, Consultant may not be awarded a public contract for a period of one year after the date of termination.

22. Contract Documents; Order of Priority

The Contract Documents referred to in this Agreement shall be comprised of this Agreement and Consultant's Proposal. In the event of a conflict between the Contract Documents, the order of priority shall be: this Agreement and then the Consultant's Proposal.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**Town of Lauderdale-By-The-Sea**

**PROFESSIONAL SERVICES AGREEMENT**

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

| TOWN: | CONSULTANT: |
|---|---|
| TOWN OF LAUDERDALE-BY-THE-SEA | |
| By: _____ | By: _____ |
| Linda Connors, Interim Town Manager | Richard P. Brady, President |

By: _____
Lucila Lang, Finance Director

Attest: _____
Tedra Allen, Town Clerk

Approved as to Form and Legal Sufficiency:

_____
Susan L. Trevarthen, Town Attorney

# Proposal to Conduct a Fire Service Assessment Study

## LAUDERDALE-BY-THE-SEA, FLORIDA

matrix consulting group

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July 26, 2021

Neysa Herrera
Assistant to the Town Manager
Lauderdale-by-the-Sea
4501 N. Ocean Drive
Lauderdale-by-the-Sea, FL 33308

Dear Ms. Herrera:

The Matrix Consulting Group is pleased to have this opportunity to submit a quote to provide Fire Assessment Services for the City of Lauderdale-by-the-Sea. This proposal will demonstrate our exceptional experience to meet the County's needs for this study and establish the value of choosing a firm like the Matrix Consulting Group.

Our firm understands the urgency and importance of maximizing revenue recovery, and is committed to helping our clients create and establish documented and defensible policies and procedures that meet current and future needs. The Matrix Consulting Group stands apart from other firms for the following reasons:

- **Experience in cost of service studies**: Our firm and consulting team have extensive experience conducting cost of service studies for jurisdictions throughout the U.S. with current and recent clients including Miami Beach and Osceola County (FL), Maui County (HI), Long Beach (CA), Santa Clara (CA), and Dallas (TX).

- **Client accessibility:** The Matrix Consulting Group will help the City reach its goals because we understand its issues and needs, and are committed to serving our clients providing a personal, hands-on approach. Lauderdale-by-the-Sea is a current client and we would be pleased to continue that relationship.

- **Project team qualifications:** We are proposing a highly qualified team, as the proposed project manager is the leader of our Financial Services Practice.

For questions about this quote or for contract negotiation please contact me, the firm's President, at rbrady@matrixcg.net, or at the letterhead contact points. As President of the firm, I have the authority to negotiate on the firm's behalf.

Richard P. Brady
**Matrix Consulting Group**

Richard Brady, President

# 1 Firm Experience

The Matrix Consulting Group specializes in providing analytical services to local governments to assist them in providing highly responsive, efficient, and effective services to their residents. Our firm's history and composition are summarized below:

- We were founded in 2002, and incorporated in California.
- Our headquarters are based in San Mateo, California with a Southern California office in Irvine. We have additional offices in Edwardsville (IL), and the Dallas, Portland, St Louis, Charlotte, and Boston areas. We are opening a Florida Office this month, in Fort Myers. We also have an office in Canada (in Winnipeg).
- Since our founding, we have worked with over 1,300 government agencies, conducting cost of service and management studies providing recommendations relating to operations, improvements, and cost recovery.

The market and service focus of the Matrix Consulting Group has always been financial, management, staffing and operations analysis of local government. The following outlines the core services provided by our firm:

| | |
|---|---|
| Administrative (HR, Finance, IT) | **Fire and EMS** |
| Community Development | Fleet Management |
| Corrections and Justice | Law Enforcement |
| Emergency Communications | Parks, Recreation, and Libraries |
| **Financial Services** | Public Works and Utilities |

No other firm has a better understanding of how public organizations operate, or how to help them thrive.

## 1 Cost of Service Experience

Our firm has extensive experience developing Full Cost and OMB Compliant Cost Plans, Indirect Cost Rate Proposals, Comprehensive Cost of Services (User Fee) Analyses, and Development Impact Fee analyses. We have worked in over 40 states providing these services and with over 100+ local jurisdictions. With all of our clients, our goal is to document and define the services being provided and accurately determine the direct and indirect costs associated with services.

As it relates to Cost Allocation our firm has experience conducting not only financial but operational process of administrative functions (Finance, HR, etc.), governmental functions (City Clerk, Attorney, Manager), and internal service functions (IT, Facilities,

Fleet, etc.). This experience enables us to focus on the following elements when developing cost plans:

- Identifying core service functions such as payroll, recruitment, accounting support, budget development, agenda posting, depreciation, etc.

- Determining services that are benefitting the City economically such as lobbying or services that are not in direct support of departments such as elections, business licenses, etc.

- Utilizing metrics that are fair and equitable in their level of support to city departments and funds, even if funds and departments are unable to pay for those services.

Similar to Cost Allocation services, we have experience providing comprehensive fee and cost of service analyses. Our firm has experience with not only conducting cost analyses but evaluating staffing, organizational structures, and processes as it relates to all city fee-related services (Community Development, Engineering, Code Enforcement, Parks and Recreation). Our experience with fee studies includes:

- Considering options for building fees based upon valuation of project, square footage, multipliers, flat fees, or number of fixtures.

- Converting fees from deposit to flat fees or vice versa to more accurately capture the full cost of providing services.

- Ensuring that any state set fees are identified on a fee schedule and are not annually adjusted, as they are subject to those regulations.

- Developing tiered cost recovery approaches for parks and recreation fees i.e. resident vs. non-resident or for profit and non-profits.

Lastly, our firm also has experience conducting development impact fee studies. Our experience ranges from ensuring that the City is in compliance with the Mitigation Fee Act regulations to actually developing technical reports and nexus analyses to justify new or updated impact fees.

## 2 Client Experience

The Matrix Consulting Group prides itself on our collaborative work approach with clients and stakeholders. We believe that in order to develop accurate and defensible cost assessments employees and stakeholders must understand the process and methodology by which results were derived, as well as how results can and should be utilized and implemented. The following points highlight our collaborative approach to working with our clients, and their stakeholders:

- **Data Input:** The project team works closely with City staff to determine and develop appropriate data metrics for use in the allocation process. These metrics are vetted with staff to ensure that they accurately represent the services for which they are providing.

- **Management Approval:** Once draft results have been developed, the project team will work with City management to review, approve, and finalize the results of the assessment. This process includes discussing differences between current and proposed assessments, and providing explanations for any significant changes.

- **Stakeholder Review and Approval:** When appropriate, the project team will work with stakeholders (both internal and external) to review the results of the assessment, including explaining the overall methodology, metric assumptions, and outcomes.

This collaborative approach allows our project team to educate City staff and stakeholders. Staff involvement throughout the process creates a better understanding of the services being allocated and costed out, and ways in which those costs can be applied or recovered. Management oversight provides another layer of review, and ensures that allocations and assumptions have been appropriately utilized. Finally, the involvement of stakeholders can help educate those who receive costs based on the assessment, regarding the purpose and the methodology used to develop results.

# 2 Project Team

The primary staff being proposed by the Matrix Consulting Group are all full-time employees of our firm. The specific roles of each proposed project team member are outlined below:

- **Courtney Ramos:** Financial Services Vice President for the Matrix Consulting Group will serve as the ***Project Executive***. Ms. Ramos will be the primary contact for the project and provide her expertise in reviewing drafts and presenting results.

- **Khushboo Hussain:** A Senior Manager with the Matrix Consulting Group, will serve as the ***Project Manager***. Ms. Hussain will lead interviews and coordinate necessary data collection for the financial analysis, discuss policies, and work with the Data Analysts to compile and analyze the data.

- **Jessica Mizenko:** A Senior Consultant with the Matrix Consulting Group, will serve as a **Lead Data Analyst**. Ms. Mizenko will assist with collection and compilation of necessary data, model development, and provide analytical support.

The following table provides abbreviated biographical summaries for the staff who would manage, lead and conduct this project.

| | |
|---|---|
| **Courtney Ramos**<br><br>Vice President,<br>Project Executive | Since joining the firm in 2004, Ms. Ramos has managed and assisted with numerous cost allocation plans, user fee, management, operations, and staffing analyses for our California and national clients. Most recently, Ms. Ramos managed cost of service studies for the following jurisdictions: San Mateo, Redwood City, Cupertino, Sunnyvale, Vacaville, Suisun, Livermore, and Winters (CA), Fort Lauderdale, Kissimmee, and Cape Coral (FL); Asheville, (NC), and Garland (TX).<br><br>Ms. Ramos developed the Technical Models used by the Matrix Consulting Group. All of the references included have Ms. Ramos as the Project Executive / Project Manager.<br><br>Ms. Ramos is a GFOA member. |

| | |
|---|---|
| **Khushboo Hussain**<br><br>Senior Manager, Project Manager | Ms. Hussain has been a part of the Matrix Consulting Group for more than eight years. While the primary focus of Ms. Hussain's tenure has been on Financial Services studies, she is also highly knowledgeable with Management Consulting, specializing in policies and procedures. Most recently, Ms. Hussain has led or assisted with studies for the following jurisdictions: Austin (TX), Dallas (TX), Miami Beach (FL), Juneau (AK), Richland (WA), Asheville (NC), Fort Lauderdale (FL), San Mateo (CA), South San Francisco (CA), etc.<br><br>All references included have Ms. Hussain as the Lead Analyst or Project Manager. Ms. Hussain is trained in Best Management Practices for User Fee, Impact Fee, and Revenue Enhancement practices as well as OMB Cost Allocation Guidelines. |
| **Jessica Mizenko**<br><br>Senior Consultant, Lead Data Analyst | A Senior Consultant who has worked with senior staff on cost allocation and cost of service, including: Dixon, Elk Grove, Citrus Heights, Stockton, Manhattan Beach, Santa Clara, South San Francisco, San Mateo, Sonoma, Napa, Livermore, Pleasanton, and Hercules. Non-California clients include: Juneau (AK), Dallas (TX), Austin (TX), Asheville (NC), Miami Beach (FL), Osceola County (FL), and Lower Merion Township (PA).<br><br>Ms. Mizenko is assigned to support our senior staff with a focus on Financial and Development services. Prior to joining the Matrix Consulting Group, Ms. Mizenko worked in Data Analytics for various Silicon Valley firms. |

# 3 Scope of Work

The Town of Lauderdale-by-the-Sea is looking to update the methodology used to determine its Fire Service Non-Ad Valorem Assessments. This study will review the current methodology used to recover costs of fire protection services from properties that benefit from the services provided by the Town, and determine if any rate changes are needed. In order to conduct this study, the project team is proposing to complete the following main tasks:

## Task 1 Data Collection

The Matrix Consulting Group will provide the Town with a list of initial data requirements for the study. The provision of items such as budget and actual Fire expenditures, Fire staffing, and previous studies will allow our project team to familiarize themselves with the Town's current Assessment and practices.

## Task 2 Study Objectives and Project Schedule

Once the data has been collected, the project team will then meet with designated Town staff to discuss any issues identified by the project team, as well as to clarify any existing concerns held by the Town in regards to the current Assessment methodology. At the culmination of the meeting, the project team and the designated Town staff will leave with a greater understanding of the overall approach and methodology that will be taken by the project team to develop the Assessment.

## Task 3 Document Fire Service Costs and Components

The project team will meet with Fire staff to review current services provided, staffing, and expenditures, focusing on identifying which costs are related to Suppression services, Emergency Medical Services (EMS), Prevention, or any other services provided. Should any staffing or expenditures relate to multiple service areas, the project team will work with Fire and Town staff to determine a fair and equitable method for apportioning costs to each service type. This step in the process allows the project team to document the services for which the Assessment is to cover, as well as the total costs associated with providing those services.

## Task 4 Develop Assessment Methodology Options

The project team would work with Town staff to collect relevant property data from the County in order develop methodology options for allocating Fire Service costs to properties for whom the Town provides Fire services. All options will be evaluated based on their reasonableness and equitability towards property owners, as well as overall rate impacts.

## Task 5 Draft Assessment Results

Once the project team has developed Assessment methodology options, these draft results will be presented to Fire and Town management. These discussions will outline methodology options, highlighting major impacts, and potential issues. In conjunction with Town input, state legal requirements, and the project team's expertise, a recommended methodology will be developed to be incorporated into the draft fire services assessment report.

## Task 6 Draft Fire Service Assessment Report

The draft Fire Service Assessment report will provide clear documentation regarding the basis for fire service costs, and the methodologies used to develop the property assessments. The Draft Report will include the following:

- Introduction on Assessments.
- A detailed breakdown of all Fire service costs by major service type (i.e., Suppression, Prevention, EMS, etc.).
- A detailed narrative section outlining the methodology used to determine the Assessment.

The purpose of this detailed draft report is to ensure that there is clear and defensible documentation for the Fire Service Assessment. The project team will distribute this report to Fire and Town management for review and discussion.

## Task 7 Finalize and Present Fire Service Assessment Study

Once management has reviewed the draft assessment study, the project team will finalize the Report. The final deliverables associated with the Assessment will be:

- **Final Assessment Report:** providing a written narrative outlining the project scope, data collection, methodology, and results.

- **Backup Documentation:** all analytical data used in the development of the final assessment will be annotated and provided to the Town, in order to provide an audit trail.

These deliverables will allow the Town to have clear documentation of the final Assessment developed, and the key data components and assumptions used to develop the assessment.

# 4 Schedule and Cost

The following sections outline a proposed project schedule, and cost to conduct a Fire Service Assessment Fee Study.

## 1. Schedule

Projects of this nature typically take between 2-3 months to complete. The following table shows by task, the proposed week(s) of work, and Town information and deliverables:

| Task | Deliverable Week/Date | Deliverable / Task |
|---|---|---|
| Data Collection | Week 1 | Data collection list |
| Study Objectives & Project Schedule | Weeks 1 – 2 | Kick-off meeting and Project Schedule Memo |
| Fire Service Costs Documentation | Weeks 2 – 5 | Review of fire expenditure and service areas |
| Methodology Options | Weeks 3 – 6 | Review of different assessment bases |
| Draft Assessment Results | Weeks 4 – 7 | Draft Options |
| Draft Report | Weeks 6 – 8 | Draft Report |
| Finalize Report and Present | Weeks 8 -10 | Final Report, Presentation, and Backup Documentation |

## 2. Cost

The Matrix Consulting Group would conduct a Fire Service Assessment Fee Study, for a fixed price of ***$30,000***. The fixed fee is inclusive of all data collection, data review, and delivery of a draft and final Fee Assessment report.

**Town of Lauderdale-By-The-Sea**

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement ("Agreement"), made and entered into this ____ day of ____ 2021 (the "Effective Date"), by and between the Town of Lauderdale-By-The-Sea, a Florida municipal corporation (the "Town") and Matrix C G Inc. d/b/a Matrix Consulting Group LTD, a California corporation authorized to do business in Florida (the "Consultant").

**WHEREAS**, the Town desires to contract with Consultant for completion of a Fire Assessment Fee Study (the "Services"), and the Consultant desires to contract with the Town to provide the Services; and

**WHEREAS**, on September 13, 2021, the Town Commission approved, and authorized the Interim Town Manager to execute, an agreement with Consultant for the Services pursuant to Section IV.D of the Town Purchasing Manual.

**NOW THEREFORE,** in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Services. Consultant, as an independent contractor, at its own cost and expense, shall perform the Services described herein and as described in the Consultant's Proposal, attached hereto and incorporated herein as **Exhibit "A."** Consultant shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the authorized work. Consultant shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Consultant to provide the services required hereunder. The location of the services shall be at determined by the Consultant.

2. Term. This Agreement shall commence on the Effective Date and shall continue until completion of the Services, unless terminated earlier as provided in Section 7 of this Agreement.

3. Compliance with Applicable Law. All work hereunder shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by Town. Consultant shall at all times protect Town's property from all damage and shall repair or replace any damaged property as required by Town.

4. Compensation. Compensation hereunder shall be paid to Consultant as provided in Consultant's Proposal, attached hereto as **Exhibit "A**," in a total amount not to exceed $30,000. Consultant shall invoice the Town at the end of each month based on the Services provided. The Town shall pay the Consultant in accordance the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

5. Books and Records. Consultant shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply with Section 14. The Town shall have the right to audit the books and records of Consultant related to the services authorized herein upon reasonable notice provided to Consultant. Any incomplete or incorrect entry in such books and records shall be a basis for Town's disallowance and recovery of any payment to Consultant based upon such entry.

6. Indemnity. Consultant shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties for work or materials required under or related to this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with

Consultant's performance or non-performance of this Agreement. The provisions of this section shall survive termination of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

7. Termination.

7.1 **Termination for convenience.** The Town may terminate this Agreement for convenience by giving Consultant 30 calendar days' written notice. In the event of such termination, Consultant shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the Town, up through the date of termination. Under no circumstances shall the Town make payment for Services nor shall Consultant invoice the Town for Services not yet provided.

7.2 **Termination for cause.** This Agreement may be terminated by either party upon 5 calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, Consultant shall indemnify the Town against losses pertaining to this termination. In the event that this Contract is terminated by the Town for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 7.1 of this Agreement, and the provisions of Section 7.1 shall apply.

8. Notice. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Town Manager
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

With a copy to: Town Attorney
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

For The Consultant: Richard P. Brady, President
Matrix Consulting Group
1650 S. Amphlett Blvd., Suite 213
San Mateo, CA 94402

9. Assignment and Changes. Consultant may not assign this Agreement. Any changes to this Agreement must be by written amendment, executed by the parties hereto.

10. Insurance. Consultant shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the Town is a named insured with respect to the required coverage. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then Consultant shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect.

All insurance policies required of the Consultant shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Broward County, Florida. The Town may accept coverage carriers having lower Best's ratings upon review of financial information concerning Consultant and the insurance carrier.

Consultant shall maintain in full force and effect throughout the contract the following types and limitations of insurance coverage:

**a.** **Comprehensive General Liability Insurance** - $1,000,000 combined single limit of insurance per occurrence and $2,000,000 in the general aggregate for Bodily Injury and Property Damage and $1,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors' coverage.

**b.** **Workers' Compensation Insurance** – Statutory.

**c**. **Comprehensive Automobile Liability Insurance** - $1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; $1,000,000 Hired and Non Owned Auto Liability.

**d.** **Professional Liability** –$1,000,000 combined single limit of insurance per occurrence and $2,000,000 in the general aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

11. Entire Agreement. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

12. Consultant Representations. Consultant represents the following: Consultant is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Consultant have been duly authorized; this Agreement is binding on Consultant and enforceable against Contactor in accordance with its terms; and no consent of any other person or entity to such execution, delivery and performance is required.

13. Independent Contractor. This Agreement does not create an employee/employer or joint venture relationship between the parties. Consultant has been procured and is being engaged to provide Services to the Town as an independent contractor, and not as an agent or employee of the Town. Accordingly, Consultant shall not attain nor be entitled to any rights or benefits of the Town, nor any rights generally afforded to classified or unclassified employees of the Town. Consultant further understands that Florida Workers' Compensation benefits available to employees of the Town are not available to Consultant, and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the Town under this Agreement.

14. Chapter 119 (Public Records). The Consultant shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

(a) Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant 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, Consultant 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 Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant 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 Consultant 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 Consultant shall be withheld until all records are received as provided herein.

**(f) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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.**

15. Scrutinized Companies

a. Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
b. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

16. Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.

17. Waiver of Jury Trial. The Town and Consultant **knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings** in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

18. Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida. If either the Town or Consultant is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

19. No Contingent Fees. Consultant warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

20. Ethics.

a. Consultant warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

b. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.

c. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.

d. Consultant covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. Consultant covenants that it will conduct no activity or provide any service that is unlawful or offensive.

21. E-Verify. Consultant shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of Consultant's employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Consultant, Consultant may not be awarded a public contract for a period of one year after the date of termination.

22. Contract Documents; Order of Priority

The Contract Documents referred to in this Agreement shall be comprised of this Agreement and Consultant's Proposal. In the event of a conflict between the Contract Documents, the order of priority shall be: this Agreement and then the Consultant's Proposal.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**Town of Lauderdale-By-The-Sea**

**PROFESSIONAL SERVICES AGREEMENT**

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

| TOWN: | CONSULTANT: |
|---|---|
| TOWN OF LAUDERDALE-BY-THE-SEA | |
| By: _____ | By: _____ |
| Linda Connors, Interim Town Manager | Richard P. Brady, President |

By: _____
Lucila Lang, Finance Director

Attest: _____
Tedra Allen, Town Clerk

Approved as to Form and Legal Sufficiency:

_____
Susan L. Trevarthen, Town Attorney

# Proposal to Conduct a Fire Service Assessment Study

## LAUDERDALE-BY-THE-SEA, FLORIDA

matrix consulting group

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July 26, 2021

Neysa Herrera
Assistant to the Town Manager
Lauderdale-by-the-Sea
4501 N. Ocean Drive
Lauderdale-by-the-Sea, FL 33308

Dear Ms. Herrera:

The Matrix Consulting Group is pleased to have this opportunity to submit a quote to provide Fire Assessment Services for the City of Lauderdale-by-the-Sea. This proposal will demonstrate our exceptional experience to meet the County's needs for this study and establish the value of choosing a firm like the Matrix Consulting Group.

Our firm understands the urgency and importance of maximizing revenue recovery, and is committed to helping our clients create and establish documented and defensible policies and procedures that meet current and future needs. The Matrix Consulting Group stands apart from other firms for the following reasons:

- **Experience in cost of service studies**: Our firm and consulting team have extensive experience conducting cost of service studies for jurisdictions throughout the U.S. with current and recent clients including Miami Beach and Osceola County (FL), Maui County (HI), Long Beach (CA), Santa Clara (CA), and Dallas (TX).

- **Client accessibility:** The Matrix Consulting Group will help the City reach its goals because we understand its issues and needs, and are committed to serving our clients providing a personal, hands-on approach. Lauderdale-by-the-Sea is a current client and we would be pleased to continue that relationship.

- **Project team qualifications:** We are proposing a highly qualified team, as the proposed project manager is the leader of our Financial Services Practice.

For questions about this quote or for contract negotiation please contact me, the firm's President, at rbrady@matrixcg.net, or at the letterhead contact points. As President of the firm, I have the authority to negotiate on the firm's behalf.

Richard P. Brady
**Matrix Consulting Group**

Richard Brady, President

# 1 Firm Experience

The Matrix Consulting Group specializes in providing analytical services to local governments to assist them in providing highly responsive, efficient, and effective services to their residents. Our firm's history and composition are summarized below:

- We were founded in 2002, and incorporated in California.
- Our headquarters are based in San Mateo, California with a Southern California office in Irvine. We have additional offices in Edwardsville (IL), and the Dallas, Portland, St Louis, Charlotte, and Boston areas. We are opening a Florida Office this month, in Fort Myers. We also have an office in Canada (in Winnipeg).
- Since our founding, we have worked with over 1,300 government agencies, conducting cost of service and management studies providing recommendations relating to operations, improvements, and cost recovery.

The market and service focus of the Matrix Consulting Group has always been financial, management, staffing and operations analysis of local government. The following outlines the core services provided by our firm:

| | |
|---|---|
| Administrative (HR, Finance, IT) | **Fire and EMS** |
| Community Development | Fleet Management |
| Corrections and Justice | Law Enforcement |
| Emergency Communications | Parks, Recreation, and Libraries |
| **Financial Services** | Public Works and Utilities |

No other firm has a better understanding of how public organizations operate, or how to help them thrive.

## 1 Cost of Service Experience

Our firm has extensive experience developing Full Cost and OMB Compliant Cost Plans, Indirect Cost Rate Proposals, Comprehensive Cost of Services (User Fee) Analyses, and Development Impact Fee analyses. We have worked in over 40 states providing these services and with over 100+ local jurisdictions. With all of our clients, our goal is to document and define the services being provided and accurately determine the direct and indirect costs associated with services.

As it relates to Cost Allocation our firm has experience conducting not only financial but operational process of administrative functions (Finance, HR, etc.), governmental functions (City Clerk, Attorney, Manager), and internal service functions (IT, Facilities,

Fleet, etc.). This experience enables us to focus on the following elements when developing cost plans:

- Identifying core service functions such as payroll, recruitment, accounting support, budget development, agenda posting, depreciation, etc.

- Determining services that are benefitting the City economically such as lobbying or services that are not in direct support of departments such as elections, business licenses, etc.

- Utilizing metrics that are fair and equitable in their level of support to city departments and funds, even if funds and departments are unable to pay for those services.

Similar to Cost Allocation services, we have experience providing comprehensive fee and cost of service analyses. Our firm has experience with not only conducting cost analyses but evaluating staffing, organizational structures, and processes as it relates to all city fee-related services (Community Development, Engineering, Code Enforcement, Parks and Recreation). Our experience with fee studies includes:

- Considering options for building fees based upon valuation of project, square footage, multipliers, flat fees, or number of fixtures.

- Converting fees from deposit to flat fees or vice versa to more accurately capture the full cost of providing services.

- Ensuring that any state set fees are identified on a fee schedule and are not annually adjusted, as they are subject to those regulations.

- Developing tiered cost recovery approaches for parks and recreation fees i.e. resident vs. non-resident or for profit and non-profits.

Lastly, our firm also has experience conducting development impact fee studies. Our experience ranges from ensuring that the City is in compliance with the Mitigation Fee Act regulations to actually developing technical reports and nexus analyses to justify new or updated impact fees.

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The Matrix Consulting Group prides itself on our collaborative work approach with clients and stakeholders. We believe that in order to develop accurate and defensible cost assessments employees and stakeholders must understand the process and methodology by which results were derived, as well as how results can and should be utilized and implemented. The following points highlight our collaborative approach to working with our clients, and their stakeholders:

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| | |
|---|---|
| **Courtney Ramos**<br><br>Vice President,<br>Project Executive | Since joining the firm in 2004, Ms. Ramos has managed and assisted with numerous cost allocation plans, user fee, management, operations, and staffing analyses for our California and national clients. Most recently, Ms. Ramos managed cost of service studies for the following jurisdictions: San Mateo, Redwood City, Cupertino, Sunnyvale, Vacaville, Suisun, Livermore, and Winters (CA), Fort Lauderdale, Kissimmee, and Cape Coral (FL); Asheville, (NC), and Garland (TX).<br><br>Ms. Ramos developed the Technical Models used by the Matrix Consulting Group. All of the references included have Ms. Ramos as the Project Executive / Project Manager.<br><br>Ms. Ramos is a GFOA member. |

| | |
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| **Khushboo Hussain**<br><br>Senior Manager, Project Manager | Ms. Hussain has been a part of the Matrix Consulting Group for more than eight years. While the primary focus of Ms. Hussain's tenure has been on Financial Services studies, she is also highly knowledgeable with Management Consulting, specializing in policies and procedures. Most recently, Ms. Hussain has led or assisted with studies for the following jurisdictions: Austin (TX), Dallas (TX), Miami Beach (FL), Juneau (AK), Richland (WA), Asheville (NC), Fort Lauderdale (FL), San Mateo (CA), South San Francisco (CA), etc.<br><br>All references included have Ms. Hussain as the Lead Analyst or Project Manager. Ms. Hussain is trained in Best Management Practices for User Fee, Impact Fee, and Revenue Enhancement practices as well as OMB Cost Allocation Guidelines. |
| **Jessica Mizenko**<br><br>Senior Consultant, Lead Data Analyst | A Senior Consultant who has worked with senior staff on cost allocation and cost of service, including: Dixon, Elk Grove, Citrus Heights, Stockton, Manhattan Beach, Santa Clara, South San Francisco, San Mateo, Sonoma, Napa, Livermore, Pleasanton, and Hercules. Non-California clients include: Juneau (AK), Dallas (TX), Austin (TX), Asheville (NC), Miami Beach (FL), Osceola County (FL), and Lower Merion Township (PA).<br><br>Ms. Mizenko is assigned to support our senior staff with a focus on Financial and Development services. Prior to joining the Matrix Consulting Group, Ms. Mizenko worked in Data Analytics for various Silicon Valley firms. |

# 3 Scope of Work

The Town of Lauderdale-by-the-Sea is looking to update the methodology used to determine its Fire Service Non-Ad Valorem Assessments. This study will review the current methodology used to recover costs of fire protection services from properties that benefit from the services provided by the Town, and determine if any rate changes are needed. In order to conduct this study, the project team is proposing to complete the following main tasks:

## Task 1 Data Collection

The Matrix Consulting Group will provide the Town with a list of initial data requirements for the study. The provision of items such as budget and actual Fire expenditures, Fire staffing, and previous studies will allow our project team to familiarize themselves with the Town's current Assessment and practices.

## Task 2 Study Objectives and Project Schedule

Once the data has been collected, the project team will then meet with designated Town staff to discuss any issues identified by the project team, as well as to clarify any existing concerns held by the Town in regards to the current Assessment methodology. At the culmination of the meeting, the project team and the designated Town staff will leave with a greater understanding of the overall approach and methodology that will be taken by the project team to develop the Assessment.

## Task 3 Document Fire Service Costs and Components

The project team will meet with Fire staff to review current services provided, staffing, and expenditures, focusing on identifying which costs are related to Suppression services, Emergency Medical Services (EMS), Prevention, or any other services provided. Should any staffing or expenditures relate to multiple service areas, the project team will work with Fire and Town staff to determine a fair and equitable method for apportioning costs to each service type. This step in the process allows the project team to document the services for which the Assessment is to cover, as well as the total costs associated with providing those services.

## Task 4 Develop Assessment Methodology Options

The project team would work with Town staff to collect relevant property data from the County in order develop methodology options for allocating Fire Service costs to properties for whom the Town provides Fire services. All options will be evaluated based on their reasonableness and equitability towards property owners, as well as overall rate impacts.

## Task 5 Draft Assessment Results

Once the project team has developed Assessment methodology options, these draft results will be presented to Fire and Town management. These discussions will outline methodology options, highlighting major impacts, and potential issues. In conjunction with Town input, state legal requirements, and the project team's expertise, a recommended methodology will be developed to be incorporated into the draft fire services assessment report.

## Task 6 Draft Fire Service Assessment Report

The draft Fire Service Assessment report will provide clear documentation regarding the basis for fire service costs, and the methodologies used to develop the property assessments. The Draft Report will include the following:

- Introduction on Assessments.
- A detailed breakdown of all Fire service costs by major service type (i.e., Suppression, Prevention, EMS, etc.).
- A detailed narrative section outlining the methodology used to determine the Assessment.

The purpose of this detailed draft report is to ensure that there is clear and defensible documentation for the Fire Service Assessment. The project team will distribute this report to Fire and Town management for review and discussion.

## Task 7 Finalize and Present Fire Service Assessment Study

Once management has reviewed the draft assessment study, the project team will finalize the Report. The final deliverables associated with the Assessment will be:

- **Final Assessment Report:** providing a written narrative outlining the project scope, data collection, methodology, and results.

- **Backup Documentation:** all analytical data used in the development of the final assessment will be annotated and provided to the Town, in order to provide an audit trail.

These deliverables will allow the Town to have clear documentation of the final Assessment developed, and the key data components and assumptions used to develop the assessment.

# 4 Schedule and Cost

The following sections outline a proposed project schedule, and cost to conduct a Fire Service Assessment Fee Study.

## 1. Schedule

Projects of this nature typically take between 2-3 months to complete. The following table shows by task, the proposed week(s) of work, and Town information and deliverables:

| Task | Deliverable Week/Date | Deliverable / Task |
|---|---|---|
| Data Collection | Week 1 | Data collection list |
| Study Objectives & Project Schedule | Weeks 1 – 2 | Kick-off meeting and Project Schedule Memo |
| Fire Service Costs Documentation | Weeks 2 – 5 | Review of fire expenditure and service areas |
| Methodology Options | Weeks 3 – 6 | Review of different assessment bases |
| Draft Assessment Results | Weeks 4 – 7 | Draft Options |
| Draft Report | Weeks 6 – 8 | Draft Report |
| Finalize Report and Present | Weeks 8 -10 | Final Report, Presentation, and Backup Documentation |

## 2. Cost

The Matrix Consulting Group would conduct a Fire Service Assessment Fee Study, for a fixed price of ***$30,000***. The fixed fee is inclusive of all data collection, data review, and delivery of a draft and final Fee Assessment report.

**Agenda Item No: 17.e**

# Town Commission Agenda Item Report

**Meeting Date:** January 11, 2022
**Submitted by:** Judson Hopping, Volunteer Fire Department Chief
**Submitting Department:** Fire Department
**Item Type:** Resolution
**Agenda Section:** RESOLUTIONS – PUBLIC COMMENTS

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**Subject Title:** Resolution 2022-05 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE PURCHASE OF A 75 SABER QUINT AERIAL LADDER FROM TEN-8 FIRE & SAFETY, LLC, UTILIZING THE FLORIDA SHERIFF'S ASSOCIATION COOPERATIVE PURCHASING CONTRACT FSA20-VEF14.02, IN AN AMOUNT NOT TO EXCEED $887,740; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PURCHASE ORDER; AND PROVIDING FOR AN EFFECTIVE DATE.

**Explanation:** The National Fire Protection Association ("NFPA") recommends replacement of aerial trucks every 15 years. The Town's Volunteer Fire Department's current aerial truck is a 1994 Pierce Squirt 50 Aerial Truck and therefore the Commission included the purchase of a replacement vehicle in the Volunteer Fire Department's ("VFD") 2022 budget.

The VFD created a committee to look the types of structures within the Town and evaluate the different types of vehicles available that would meet the Town's needs. The committee evaluated three truck manufactures Sutphen, E-One and Pierce and selected the Pierce Custom 75 Saber Quint Aerial Ladder Truck. The Town's current 1994 Ladder truck is a Pierce as is the 1995 Pumper engine and we have had a good experience with each of them. In addition, the Pierce quoted price of $887,740 was the lowest of the three companies. Ten-8 Fire & Safety, LLC ("Ten-8") is the manufacturer of Pierce trucks. They have a lead time of 17.5 months for delivery.

The Commission allocated $900,000 in the VFD budget to purchase an aerial fire truck (account 115.522.000-500-644). Section IV.E. of the Town's Purchasing Manual authorizes the Town to procure goods or services utilizing contracts that result from the Town's participation in cooperative purchasing groups. The truck will be purchased using the Florida Sheriff Association's Cooperative Purchasing Contract FSA200-VEF14.02.

The Fire Department will utilize a third-party vendor to sell our current Ladder truck as trade-in vehicles are not accepted by the vendor. The funds from the sale of the truck will be returned to the Fire Department's budget.

**Recommendation**: Approve the purchase of the aerial ladder truck and authorize the Town Manager to issue a Purchase Order for $887,740 to Ten-8 for the aerial ladder truck.

**Attachments**:
Ex. 1 - Proposal
Ex. 2 - Lauderdale By The Sea - Saber HAL 75 Quint-BMP-SPEC.

Ex. 3 - Equipment List
Ex. 4 – FSA Cooperative Purchasing Contract
Ex. 5 - Resolution Ten-8 Truck

TEN-8
IN SERVICE TO SERVE YOU

# Equipment Proposal

**Pierce Proposal # 843**

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

**Date:** January 9, 2022 ("Proposal Date") **Customer:** Lauderdale By The Sea ("Customer")

**Customer Address:** Lauderdale By The Sea Florida

| Qty | Product Description & Options | Price |
|---|---|---|
| 1 | **Pierce Custom 75 Saber Quint Aerial Ladder**<br><br>**Purchase through FSA Cooperative Purchasing Contract - FSA20-VEF14.02**<br>**FSA Spec 9= #768 75 HAl Aerial Ladder**<br><br>**Optional 100% Pre Payment Discount with Performance Bond Included**<br>**$862,685.00 paid 15 days from purchase order will include a discount of 25,055.00**<br><br>**Pricing good to Jan 28, 2022 or add 5.5% with 2.5% meterials surcharges** | **$887,740** |
| | **Purchase Price:** | **$887,740** |

**Delivery Timing:** The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately **17.5** (months) after Company receives Customer's acceptance of this Proposal as defined below.

**Other:** ____

Unless accepted within **19** days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

**INTENDING TO CREATE A BINDING AGREEMENT**, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

**Customer**: Lauderdale By The Sea Florida

By: _____

Title: _____

Print: _____

Date: _____

**Ten-8 Fire & Safety, LLC**

By: Michael Schneider

Title: **Authorized Sales Representative**

Print: **Michael Schneider**

Date: **1-9-22**

EXHIBIT A

**PROPOSAL OPTION LIST**

EXHIBIT B

**WARRANTY**

EXHIBIT C

**PURCHASING TERMS AND CONDITIONS**

## PURCHASING TERMS AND CONDITIONS

**(Florida)**

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.
   a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
   b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
   c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
   d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
   e. **"Manufacturer"** means the Manufacturer of any Product.
   f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
   g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
   h. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
   i. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s) as set forth in Company's Equipment Proposal ("Purchase Price"). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

   a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following

charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, including transportation or delivery losses outside of Company's control, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation

includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.

14. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

# One Pierce Custom Saber 75 Aerial Ladder

# For

# Lauderdale – By – The - Sea

12-12-21-843

Ten 8 Fire & Safety LLC is pleased to submit a proposal to Lauderdale By The Sea for a **Pierce®75' Heavy Duty Aerial Ladder** per your request for quotation. The following paragraphs will describe in detail the apparatus, construction methods, and equipment proposed. This proposal will indicate size, type, model and make of components parts and equipment, providing proof of compliance with each and every item (except where noted) in the departments advertised specifications.

PIERCE MANUFACTURING was founded in 1913. Since then we have been building bodies with one philosophy, "BUILD THE FINEST". Our skilled craftsmen take pride in their work, which is reflected, in the final product. We have been building fire apparatus since the early "forties" giving Pierce Manufacturing over 75 years of experience in the fire apparatus market. Pierce Manufacturing has built and put into service more than 62,500 apparatus, including more than 33,900 on Pierce custom chassis designed and built specifically for fire and emergency applications. Our Appleton, Wisconsin facility has over 870,000 total square feet of floor space situated on approximately 105 acres of land. Our Bradenton, Florida facility has 300,000 square feet of floor space situated on approximately 38 acres of land.

Our beliefs in high ethical standards are carried through in all of our commitments and to everyone with whom we do business. Honesty, Integrity, Accountability and Citizenship are global tenets by which we all live and work. Consequently, we neither engage in, nor have we ever been convicted of price fixing, bid rigging, or collusion in any domestic or international fire apparatus market.

Pierce has only one brand of fire apparatus "Pierce", ensuring you are receiving top of the line product that meets your specification.

In accordance with the current edition of NFPA 1901 standards, this proposal will specify whether the fire department, manufacturer, or apparatus dealership will provide required loose equipment.

Images and illustrative material in this proposal are as accurate as known at the time of publication, but are subject to change without notice. Images and illustrative material is for reference only, and may include optional equipment and accessories and may not include all standard equipment.

## GENERAL DESIGN AND CONSTRUCTION

To control quality, ensure compatibility, and provide a single source for service and warranty, the custom cab, chassis, pump module and body will be entirely designed, assembled/welded and painted in Pierce owned manufacturing facilities. This includes, but not limited to the cab weldment, the pumphouse module assembly, the chassis assembly, the body and the electrical system.

## QUALITY AND WORKMANSHIP

Pierce has set the pace for quality and workmanship in the fire apparatus field. Our tradition of building the highest quality units with craftsmen second to none has been the rule right from the beginning and we demonstrate that ongoing commitment by: Ensuring all steel welding follows American Welding Society D1.1-2004 recommendations for structural steel welding. All aluminum welding follows American Welding society and ANSI D1.2-2003 requirements for structural welding of aluminum. All sheet metal welding follows American welding Society B2.1-2000 requirements for structural welding of sheet metal. Our flux core arc welding uses alloy rods, type 7000 and is performed to American Welding Society standards A5.20-E70T1. Furthermore, all employees classified as welders are tested and certified to meet the American welding Society codes upon hire and every three (3) years thereafter. Pierce also employs and American Welding Society certified welding inspector in plant during working hours to monitor weld quality.

Pierce Manufacturing operates a Quality Management System under the requirements of ISO 9001. These standards sponsored by the International Organization for Standardization (ISO) specify the quality systems that are established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance is included with this proposal.

In addition to the Quality Management system, we also employ a Quality Achievement Supplier program to insure the vendors and suppliers that we utilize meet the high standards we demand. That is just part of our overall "Quality at the Source" program at Pierce.

To demonstrate the quality of our products and services, a list of at least two (2) fire departments/municipalities that have purchased vehicles for a second time is provided.

## DELIVERY

The apparatus will be delivered under its own power to insure proper break-in of all components while the apparatus is still under warranty. A qualified delivery representative shall deliver the apparatus and remain for a sufficient length of time to instruct personnel in proper operation, care and maintenance of the equipment delivered.

## MANUAL AND SERVICE INFORMATION

At time of delivery, complete operation and maintenance manuals covering the apparatus will be provided. A permanent plate will be mounted in the driver's compartment specifying the quantity and type of fluids required including engine oil, engine coolant, transmission, pump transmission lubrication, pump primer and drive axle.

## SAFETY VIDEO

At the time of delivery Pierce will also provide one (1) 39-minute, professionally produced apparatus safety video, in DVD format. This video will address key safety considerations for personnel to follow when they are driving, operating, and maintaining the apparatus, including the following: vehicle pre-trip inspection, chassis operation, pump operation, aerial operation, and safety during maintenance.

## PERFORMANCE TESTS

A road test will be conducted with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time the apparatus will show no loss of power nor will it overheat. The

transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise. The apparatus when fully loaded will not have less than 25 percent nor more than 50 percent on the front axle, and not less than 50 percent nor more than 75 percent on the rear axle. The apparatus will meet NFPA 1901 acceleration and braking requirements.

**SERVICE AND WARRANTY SUPPORT**

Pierce dealership support will be provided by Ten 8 Fire & Safety LLC by operating in conjunction with a Pierce authorized service center. The service center will have factory-trained mechanics on staff versed in Pierce fire apparatus. The service facility will be located within ten (10) miles of the fire department.

In addition to the dealership, Pierce has service facilities located in both, Weyauwega, Wisconsin and Bradenton, Florida. Pierce also maintains a dedicated parts facility of over 100,000 square feet in Appleton, Wisconsin. The parts facility stocks in excess of $5,000,000 in parts dedicated to service and replacement parts. The parts facility employs a staff dedicated solely for the distribution and shipment of service and replacement parts.

Service parts for the apparatus being proposed can be found via Pierceparts.com which, is an interactive online tool that delivers information regarding your specific apparatus as well as the opportunity to register for training classes.

As a Pierce customer you have the ability to view the complete bill of materials for your specific apparatus, including assembly drawings, piece part drawings, and beneficial parts notations. You will also have the ability to search the complete Pierce item master through a parts search function which offers all Pierce SKU's and descriptions offered on all Pierce apparatus. Published component catalogs, which include proprietary systems along with an extensive operators manual library is available for easy reference.

Pierce Manufacturing maintains a dedicated service and warranty staff of over 35 personnel, dedicated to customer support, which also maintains a 24 hour 7 day a week toll free hot line, four (4) on staff EVTs, and offers hands-on repair and maintenance training classes multiple times a year.

**LIABILITY**

The successful bidder will defend any and all suits and assume all liability for the use of any patented process including any device or article forming a part of the apparatus or any appliance furnished under the contract.

**INSURANCE PROVIDED BY BIDDER**

**COMMERCIAL GENERAL LIABILITY INSURANCE**

The successful bidder will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of commercial general liability insurance:

Each Occurrence$1,000,000

Products/Completed Operations Aggregate$1,000,000

Personal and Advertising Injury$1,000,000

General Aggregate$2,000,000

Coverage will be written on a Commercial General Liability form. The policy will be written on an occurrence form and will include Contractual Liability coverage for bodily injury and property damage subject to the terms and conditions of the policy. The policy will include Owner as an additional insured when required by written contract.

**COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The successful bidder will, during the performance of the contract, keep in force at least the following minimum limits of commercial automobile liability insurance and coverage will be written on a Commercial Automobile liability form:

Each Accident Combined Single Limit:$1,000,000

**UMBRELLA/EXCESS LIABILITY INSURANCE**

The successful bidder will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Aggregate:$3,000,000

Each Occurrence:$3,000,000

The umbrella policy will be written on an occurrence basis and at a minimum provide excess to the bidder's General Liability and Automobile Liability policies.

The required limits can be provided by one (1) or more policies provided all other insurance requirements are met.

Coverage will be provided by a carrier(s) rated A- or better by A.M. Best.

All policies will provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance will provide the following cancellation clause: Should any of the above described polices be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Bidder agrees to furnish owner with a current Certificate of Insurance with the coverages listed above along with the bid. The certificate will show the purchaser as certificate holder.

**INSURANCE PROVIDED BY MANUFACTURER**

**PRODUCT LIABILITY INSURANCE**

The manufacturer will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of Product Liability insurance:

Each Occurrence$1,000,000

Products/Completed Operations Aggregate$1,000,000

Coverage will be written on a Commercial General Liability form. The policy will be written on an occurrence form. The manufacturer's policy will include the owner as additional insured when required by written contract between the Owner and a Pierce authorized dealer.

**UMBRELLA/EXCESS LIABILITY INSURANCE**

The manufacturer will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Each Occurrence:$25,000,000

Aggregate:$25,000,000

The umbrella policy will be written on an occurrence basis and provide excess to the manufacturer's General Liability/Products policies.

The required limits can be provided by one (1) or more policies provided all other insurance requirements are met.

Coverage will be provided by a carrier(s) rated A- or better by A.M. Best.

All policies will provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance will provide the following cancellation clause: Should any of the above described polices be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Manufacturer agrees to furnish owner with a current Certificate of Insurance with the coverages listed above along with the bid. The certificate will show the purchaser as the certificate holder.

**SINGLE SOURCE MANUFACTURER**

Pierce Manufacturing, Inc. provides an integrated approach to the design and manufacture of our products that delivers superior apparatus and a dedicated support team. From our facilities, the chassis, cab weldment, cab, pump house (including the sheet metal enclosure, valve controls, piping and operators panel) body and aerial device will be entirely designed, tested, and hand assembled to the customer's exact specifications. The electrical system either hardwired or multiplexed, will be both designed and integrated by Pierce Manufacturing. The warranties relative to these major components (excluding component warranties such as engine, transmission, axles, pump, etc.) will be provided by Pierce as a single source manufacturer. Pierce's single source solution adds value by providing a fully engineered product that offers durability, reliability, maintainability, performance, and a high level of quality.

Your apparatus will be manufactured in Appleton, Wisconsin.

**NFPA 2016 STANDARDS**

This unit will comply with the NFPA standards effective January 1, 2016, except for fire department directed exceptions. These exceptions will be set forth in the Statement of Exceptions.

Certification of slip resistance of all stepping, standing and walking surfaces will be supplied with delivery of the apparatus.

All horizontal surfaces designated as a standing or walking surface that are greater than 48.00" above the ground must be defined by a 1.00" wide line along its outside perimeter. Perimeter markings and designated access paths to destination points will be identified on the customer approval print and are shown as approximate. Actual location(s) will be determined based on materials used and actual conditions at final build. Access paths may pass through hose storage areas and opening or removal of covers or restraints may be required. Access paths may require the operation of devices and equipment such as the aerial device or ladder rack.

A plate that is highly visible to the driver while seated will be provided. This plate will show the overall height, length, and gross vehicle weight rating.

The manufacturer will have programs in place for training, proficiency testing and performance for any staff involved with certifications.

An official of the company will designate, in writing, who is qualified to witness and certify test results.

**NFPA COMPLIANCY**

Apparatus proposed by the bidder will meet the applicable requirements of the National Fire Protection Association (NFPA) as stated in current edition at time of contract execution. Fire department's specifications that differ from NFPA specifications will be indicated in the proposal as "non-NFPA".

**VEHICLE INSPECTION PROGRAM CERTIFICATION**

To assure the vehicle is built to current NFPA standards, the apparatus, in its entirety, will be third-party, audit-certified through Underwriters Laboratory (UL) that it is built and complies to all applicable standards in the current edition of NFPA 1901. The certification will include: all design, production, operational, and performance testing of not only the apparatus, but those components that are installed on the apparatus.

A placard will be affixed in the driver's side area stating the third party agency, the date, the standard and the certificate number of the whole vehicle audit.

**INSPECTION CERTIFICATE**

A third party inspection certificate for the aerial device will be furnished upon delivery of the aerial device. The certificate will be Underwriters Laboratories Inc. Type 1 and will indicate that the aerial device has been inspected on the production line and after final assembly.

Visual structural inspections will be performed on all welds on both aluminum and steel ladders.

On critical weld areas, or on any suspected defective area, the following tests will be conducted:

- Magnetic particle inspection will be conducted on steel aerials to assure the integrity of the weldments and to detect any flaws or weaknesses. Magnets will be placed on each side of the weld while iron powder is placed on the weld itself. The powder will detect any crack that may exist. This test will conform to ASTM E709 and be performed prior to assembly of the aerial device.

- A liquid penetrant test will be conducted on aluminum aerials to assure the integrity of the weldments and to detect any flaws or weaknesses. This test will conform to ASTM E165 and be performed prior to assembly of the aerial device.
- Ultrasonic inspection will conducted on all aerials to detect any flaws in pins, bolts and other critical mounting components.

In addition to the tests above, functional tests, load tests, and stability tests will be performed on all aerials. These tests will determine any unusual deflection, noise, vibration, or instability characteristics of the unit.

**PUMP TEST**

The pump will be tested, approved and certified by Underwriter's Laboratory at the manufacturer's expense. The test results and the pump manufacturer's certification of hydrostatic test; the engine manufacturer's certified brake horsepower curve; and the manufacturer's record of pump construction details will be forwarded to the Fire Department.

**GENERATOR TEST**

If the unit has a generator, the generator will be tested, approved, and certified by Underwriters Laboratories at the manufacturer's expense. The test results will be provided to the Fire Department at the time of delivery.

**BREATHING AIR TEST**

If the unit has breathing air, Pierce Manufacturing will draw an air sample from the air system and certify that the air quality meets the requirements of NFPA 1989, *Standard on Breathing Air Quality for Fire and Emergency Services Respiratory Protection.*

**BID BOND**

A bid bond as security for the bid in the form of a 10% bid bond will be provided with the proposal. This bid bond will be issued by a Surety Company who is listed on the U.S. Treasury Departments list of acceptable sureties as published in Department Circular 570. The bid bond will be issued by an authorized representative of the Surety Company and will be accompanied by a certified power of attorney dated on or before the date of bid. The bid bond will include language which assures that the bidder/principal will give a bond or bonds, as may be specified in the bidding or contract documents, with good and sufficient surety for the faithful performance of the contract, including the Basic One (1) Year Limited Warranty, and for the prompt payment of labor and material furnished in the prosecution of the contract.

Notwithstanding any document or assertion to the contrary, any surety bond related to the sale of a vehicle will apply only to the Basic One (1) Year Limited Warranty for such vehicle. Any surety bond related to the sale of a vehicle will not apply to any other warranties that are included within this bid (OEM or otherwise) or to the warranties (if any) of any third party of any part, component, attachment or accessory that is incorporated into or attached to the vehicle. In the event of any contradiction or inconsistency between this provision and any other document or assertion, this provision will prevail.

**PERFORMANCE BOND NOT REQUESTED**

A performance bond will not be included. If requested at a later date, one will be provided to you for an additional cost and the following will apply:

The successful bidder will furnish a Performance and Payment bond (Bond) equal to 100 percent of the total contract amount within 30 days of the notice of award. Such Bond will be in a form acceptable to the Owner and issued by a surety company included within the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of A and Size Category of XV. In the event of a bond issued by a surety of a lesser Size Category, a minimum Financial Strength rating of A+ is required.

Bidder and Bidder's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Bumper to Bumper warranty period included within this proposal. Owner agrees that the penal amount of this bond will be simultaneously amended to 25 percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type will not exceed three (3) years from the date of such satisfactory acceptance and delivery, or the actual Bumper to Bumper warranty period, whichever is shorter.

**APPROVAL DRAWING**

A drawing of the proposed apparatus will be prepared and provided to the purchaser for approval before construction begins. The Pierce sales representative will also be provided with a copy of the same drawing. The finalized and approved drawing will become part of the contract documents. This drawing will indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc.

A "revised" approval drawing of the apparatus will be prepared and submitted by Pierce to the purchaser showing any changes made to the approval drawing.

**ELECTRICAL WIRING DIAGRAMS**

Two (2) electrical wiring diagrams, prepared for the model of chassis and body, will be provided.

**SABER FR CHASSIS**

The Pierce Saber FR® is the custom chassis developed exclusively for the fire service. Chassis provided will be a new, tilt-type custom fire apparatus. The chassis will be manufactured in the apparatus body builder's facility eliminating any split responsibility. The chassis will be designed and manufactured for heavy-duty service, with adequate strength, capacity for the intended load to be sustained, and the type of service required. The chassis will be the manufacturer's first line tilt cab.

**WHEELBASE**

The wheelbase of the vehicle will be 223.50.

**GVW RATING**

The gross vehicle weight rating will be 53.500.

**FRAME**
The chassis frame will be built with two (2) steel channels bolted to five (5) cross members or more, depending on other options of the apparatus. The side rails will be heat-treated steel measuring 10.25" x 3.50" x 0.375".

Each rail will have a section modulus of 16.00 cubic inches, yield strength of 120,000 psi, and a resisting bending moment (rbm) of 1,921,069 inch-pounds.

**FRAME REINFORCEMENT**
A full-length mainframe "C" liner will be provided.

The liner will be an internal "C" design, heat-treated steel measuring 9.38" x 3.13" x .25". Each reinforcement member will have a section modulus of 3.90 cubic inches, yield strength of 120,000 psi and resisting bending moment (rbm) of 938,762 in-lb.

In addition, a L-shaped steel channel reinforcement will be located under each mainframe rail.

**FRONT AXLE**
The front axle will be a reverse "I" beam type with inclined king pins. It will be a Dana axle, Model D-2000F, with a rated capacity of 20,000 lb.

**FRONT SUSPENSION**
The front springs will be a Standens, three (3)-leaf, taper leaf design, 54.00" long x 4.00" wide, with a ground rating of 20,000 lb.

The two (2) top leaves will wrap the forward spring hanger pin. The top leaf will also wrap the rear spring hanger pin. Both the front and rear eyes will be Berlin style wraps that will place the eyes in the horizontal plane within the main leaf. This will reduce bending stress from acceleration and braking.

A steel encased rubber bushing will be used in the spring eye. The steel encased rubber bushing will be maintenance free and require no lubrication.

**SHOCK ABSORBERS**
To provide a smoother ride, the front axle will be furnished with heavy-duty telescoping shock absorbers.

**FRONT OIL SEALS**
Oil seals with viewing window will be provided on the front axle.

**FRONT TIRES**
Front tires will be Goodyear® 315/80R22.50 radials, 20 ply G289 WHA tread, rated for 20,400 lb maximum axle load and 68 mph maximum speed.

The tires will be mounted on Alcoa 22.50" x 9.00" polished aluminum disc wheels with a ten (10) stud, 11.25" bolt circle.

**REAR AXLE**
The rear axle will be a Meritor™, Model RS-30-185, with a capacity of 33,500 lb.

**TOP SPEED OF VEHICLE**
A rear axle ratio will be furnished to allow the vehicle to reach a top speed of 68 mph.

**REAR SUSPENSION**
The rear suspension will be Standens, semi-elliptical, 3.00" wide x 53.00" long, with a ground rating of 33,500 lb. The spring hangers will be castings.

The two (2) top leaves will wrap the forward spring hanger pin, and the rear of the spring will be a slipper style end that will ride in a rear slipper hanger. To reduce bending stress due to acceleration and braking, the front eye will be a berlin eye that will place the front spring pin in the horizontal plane within the main leaf.

A steel encased rubber bushing will be used in the spring eye. The steel encased rubber bushing will be maintenance free and require no lubrication.

**REAR OIL SEALS**
Oil seals will be provided on the rear axle(s).

**REAR TIRES**
Rear tires will be four (4) Goodyear 315/80R22.50 radials with 20 ply G289 WHA tread, rated for 36,360 lb maximum axle load and 68 mph maximum speed.

The tires will be mounted on Accuride® 22.50" x 9.00" polished aluminum disc wheels with a ten (10) stud, 11.25" bolt circle.

**TIRE BALANCE**
All tires will be balanced with Counteract balancing beads. The beads will be inserted into the tire and eliminate the need for wheel weights.

**TIRE PRESSURE MANAGEMENT**
There will be a RealWheels LED AirSecure™ tire alert pressure management system provided, that will monitor each tire's pressure. A sensor will be provided on the valve stem of each tire for a total of six (6) tires.

The sensor will calibrate to the tire pressure when installed on the valve stem for pressures between 10 and 200 psi. The sensor will activate an integral battery operated LED when the pressure of that tire drops 5 to 8 psi.

Removing the cap from the sensor will indicate the functionality of the sensor and battery. If the sensor and battery are in working condition, the LED will immediately start to flash.

**FRONT HUB COVERS**
Stainless steel hub covers will be provided on the front axle. An oil level viewing window will be provided.

**CHROME LUG NUT COVERS**
Chrome lug nut covers will be supplied on front and rear wheels.

**MUD FLAPS**
Mud flaps with a Pierce logo will be installed behind the front and rear wheels.

**WHEEL CHOCKS PROVIDED BY DEALER**
NFPA 1901, 2016 edition, section 9.9.4 requires two (2) or more wheel chocks mounted in readily accessible locations, that together will hold the apparatus, when loaded to its GVWR or GCWR, on a hard surface with a 20 percent grade with the transmission in neutral and the parking brake released.

The wheel chocks are not on the apparatus as manufactured. The dealer will provide and install these wheel chocks.

**Wheel Chock Brackets Provided by Dealer**
The wheel chock brackets are not on the apparatus as manufactured. The dealer will provide and install the wheel chock brackets.

**ANTI-LOCK BRAKE SYSTEM**
The vehicle will be equipped with a Meritor WABCO 4S4M, anti-lock braking system. The ABS will provide a 4-channel anti-lock braking control on both the front and rear wheels. A digitally controlled system that utilizes microprocessor technology will control the anti-lock braking system. Each wheel will be monitored by the system. When any particular wheel begins to lockup, a signal will be sent to the control unit. This control unit then will reduce the braking of that wheel for a fraction of a second and then reapply the brake. This anti-lock brake system will eliminate the lockup of any wheel thus helping to prevent the apparatus from skidding out of control.

**BRAKES**
The service brake system will be full air type by Bendix®.

Front brakes will be Model ADB22X™, disc type with automatic pad wear adjustment and 17.00" rotors for improved stopping distance.

The rear brakes will be Meritor™ 16.50" x 8.63" cam operated with automatic slack adjusters. Dust shields cannot be provided.

**BRAKE SYSTEM AIR COMPRESSOR**
The air compressor will be a Cummins/WABCO with 18.7 cubic feet per minute output.

**BRAKE SYSTEM**
The brake system will include:

- Brake treadle valve
- Heated automatic moisture ejector on air dryer
- Total air system minimum capacity of 5,376 cubic inches
- Two (2) air pressure gauges with a red warning light and an audible alarm, that activates when air pressure falls below 60 psi
- Spring set parking brake system
- Parking brake operated by a push-pull style control valve
- A parking "brake on" indicator light on instrument panel

- Park brake relay/inversion and anti-compounding valve, in conjunction with a double check valve system, with an automatic spring brake application at 40 psi
- A pressure protection valve to prevent all air operated accessories from drawing air from the air system when the system pressure drops below 80 psi (550 kPa)
- 1/4 turn drain valves on each air tank

The air tank will be primed and painted to meet a minimum 750 hour salt spray test.

To reduce the effects of corrosion, the air tank will be mounted with stainless steel brackets.

**BRAKE SYSTEM AIR DRYER**

The air dryer will be a WABCO System Saver 1200 IWT, with internal wet tank, spin-on coalescing filter cartridge and 100 watt heater.

**BRAKE LINES**

Color-coded nylon brake lines will be provided. The lines will be wrapped in a heat protective loom in the chassis areas that are subject to excessive heat.

**AIR INLET**

One (1) air inlet with 3D series male coupling will be provided. It will allow station air to be supplied to the apparatus brake system through a shoreline hose. The inlet will be located on the driver side pump panel. A check valve will be provided to prevent reverse flow of air. The inlet will discharge into the "wet" tank of the brake system. A mating female fitting will also be provided with the loose equipment.

**ALL WHEEL LOCK-UP**

An additional all wheel lock-up system will be installed which applies air to the front brakes only. The standard spring brake control valve system will be used for the rear.

**ENGINE**

The chassis will be powered by an electronically controlled engine as described below:

| | |
|---|---|
| Make: | Cummins |
| Model: | L9 |
| Power: | 450 hp at 2100 rpm |
| Torque: | 1250 lb-ft at 1400 rpm |
| Governed Speed: | 2200 rpm |
| Emissions Level: | EPA 2021 |
| Fuel: | Diesel |
| Cylinders: | Six (6) |
| Displacement: | 543 cubic inches (8.9L) |
| Starter: | Delco 39MT™ |
| Fuel Filters: | Spin-on style primary filter with water separator and water-in-fuel sensor. Secondary spin-on style filter. |

The engine will include On-board diagnostics (OBD), which provides self diagnostic and reporting. The system will give the owner or repair technician access to state of health information for various vehicle sub systems. The system will monitor vehicle systems, engine and after treatment. The system will illuminate a malfunction indicator light on the dash console if a problem is detected.

**HIGH IDLE**

A high idle switch will be provided, inside the cab, on the instrument panel, that will automatically maintain a preset engine rpm. A switch will be installed, at the cab instrument panel, for activation/deactivation.

The high idle will be operational only when the parking brake is on and the truck transmission is in neutral. A green indicator light will be provided, adjacent to the switch. The light will illuminate when the above conditions are met. The light will be labeled "OK to Engage High Idle."

**ENGINE BRAKE**

A Jacobs® engine brake is to be installed with the controls located on the instrument panel within easy reach of the driver.

The driver will be able to turn the engine brake system on/off and have a high, medium and low setting.

The engine brake will activate when the system is on and the throttle is released.

The high setting of the brake application will activate and work simultaneously with the variable geometry turbo (VGT) provided on the engine.

The engine brake will be installed in such a manner that when the engine brake is slowing the vehicle the brake lights are activated.

The ABS system will automatically disengage the auxiliary braking device, when required.

**CLUTCH FAN**

A fan clutch will be provided. The fan clutch will be automatic when the pump transmission is in "Road" position, and constantly engaged when in "Pump" position.

**ENGINE AIR INTAKE**

The engine air intake will be located above the engine cooling package. It will draw fresh air from the front of the apparatus through the radiator grille.

The ember separator is designed to prevent road dirt and recirculating hot air from entering the engine.

The ember separator will be easily accessible by tilting the cab.

**EXHAUST SYSTEM**

The exhaust system will be stainless steel from the turbo to the engine's aftertreatment device, and will be 4.00" in diameter. The exhaust system will include a single module aftertreatment device to meet current EPA standards. An insulation wrap will be provided on all exhaust pipes between the turbo and aftertreatment device to minimize the heat loss to the aftertreatment device . The exhaust will terminate horizontally ahead of the right side rear wheels. A tailpipe diffuser will be provided to reduce

the temperature of the exhaust as it exits. Heat deflector shields will be provided to isolate chassis and body components from the heat of the tailpipe diffuser.

**RADIATOR**

The radiator and the complete cooling system will meet or exceed NFPA and engine manufacturer cooling system standards.

For maximum corrosion resistance and cooling performance, the entire radiator core will be constructed using long life aluminum alloy. The radiator core will consist of aluminum fins, having a serpentine design, brazed to aluminum tubes.

The radiator core will have a minimum front area of 1060 square inches.

Supply tank will be made of heavy duty glass-reinforced nylon and the return tank will be mode of aluminum. Both tanks will be crimped onto the core assembly using header tabs and a compression gasket to complete the radiator core assembly. There will be a full steel frame around the inserts to enhance cooling system durability and reliability.

The radiator will be compatible with commercial antifreeze solutions.

The radiator assembly will be isolated from the chassis frame rails with rubber isolators to prevent the development of leaks caused by twisting or straining when the apparatus operates over uneven terrain.

The radiator will include a de-aeration/expansion tank. For visual coolant level inspection, the radiator will have a built-in sight glass. The radiator will be equipped with a 15 psi pressure relief cap.

A drain port will be located at the lowest point of the cooling system and/or the bottom of the radiator to permit complete flushing of the coolant from the system.

Shields or baffles will be provided to prevent recirculation of hot air to the inlet side of the radiator.

**COOLANT LINES**

Gates, or Goodyear, rubber hose will be used for all engine coolant lines installed by Pierce Manufacturing.

Hose clamps will be stainless steel constant torque type to prevent coolant leakage. They will expand and contract according to coolant system temperature thereby keeping a constant clamping pressure on the hose.

**FUEL TANK**

A 65 gallon fuel tank will be provided and mounted at the rear of the chassis. The tank will be constructed of 12-gauge, hot rolled steel. It will be equipped with swash partitions and a vent. To eliminate the effects of corrosion, the fuel tank will be mounted with stainless steel straps.

A 0.75" drain plug will be located in a low point of the tank for drainage.

A fill inlet will be located on the rear of the body and is covered with a hinged, spring loaded, stainless steel door that is marked "Ultra Low Sulfur - Diesel Fuel Only".

A 0.50" diameter vent will be installed from tank top to just below fuel fill inlet.

The fuel tank will meet all FHWA 393.67 requirements including a fill capacity of 95 percent of tank volume.

All fuel lines will be provided as recommended by the engine manufacturer.

**DIESEL EXHAUST FLUID TANK**

A 4.5 gallon diesel exhaust fluid (DEF) tank will be provided and mounted in the driver's side body forward of the rear axle.

A 0.50" drain plug will be provided in a low point of the tank for drainage.

A fill inlet will be located on the driver's side of the body and be covered with a hinged, spring loaded, polished stainless steel door that is marked "Diesel Exhaust Fluid Only".

The tank will meet the engine manufacturers requirement for 10 percent expansion space in the event of tank freezing.

The tank will include an integrated heater unit that utilizes engine coolant to thaw the DEF in the event of freezing.

**FUEL PRIMING PUMP**

A Cummins automatic electronic fuel priming pump will be integrated as part of the engine.

**TRANSMISSION**

An Allison 5th generation, Model EVS 3000P, electronic torque converting automatic transmission will be provided.

The transmission will be equipped with prognostics to monitor oil life, filter life, and transmission health. A wrench icon on the shift selector's digital display will indicate when service is due.

Two (2) PTO openings will be located on both sides of converter housing (positions 4 o'clock and 8 o'clock) as viewed from the rear.

A transmission temperature gauge with red light and audible alarm will be installed on the cab dash.

**TRANSMISSION SHIFTER**

A five (5)-speed push button shift module will be mounted to right of driver on console. Shift position indicator will be indirectly lit for after dark operation.

The transmission ratio will be:

| | |
|---|---|
| 1st | 3.49 to 1.00 |
| 2nd | 1.86 to 1.00 |
| 3rd | 1.41 to 1.00 |
| 4th | 1.00 to 1.00 |
| 5th | 0.75 to 1.00 |
| R | 5.03 to 1.00 |

**TRANSMISSION COOLER**
A Modine plate and fin transmission oil cooler will be provided using engine coolant to control the transmission oil temperature.

**DRIVELINE**
Drivelines will be a heavy-duty metal tube and be equipped with Spicer® 1710 universal joints.

The shafts will be dynamically balanced before installation.

A splined slip joint will be provided in each driveshaft where the driveline design requires it. The slip joint will be coated with Glidecoat® or equivalent.

**STEERING**
Dual steering gear, with integral heavy-duty power steering, will be provided. For reduced system temperatures, the power steering will incorporate an air to oil cooler and Vickers® V20NF hydraulic pump with integral pressure and flow control. All power steering lines will have wire braded lines with crimped fittings.

A tilt and telescopic steering column will be provided to improve fit for a broader range of driver configurations.

**STEERING WHEEL**
The steering wheel will be 18.00" in diameter, have tilting and telescoping capabilities, and a 4-spoke design.

**LOGO AND CUSTOMER DESIGNATION ON DASH**
The dash panel will have an emblem containing the Pierce logo and customer name. The emblem will have three (3) rows of text for the customer's department name. There will be a maximum of eight (8) characters in the first row, 11 characters in the second row and 11 characters in the third row.

The first row of text will be: Lauderdale

The second row of text will be: By The

The third row of text will be: Sea

**BUMPER**
A one (1) piece, ten (10) gauge, 304-2B type polished stainless steel bumper, minimum of 10.00" high, will be attached to a bolted modular extension frame constructed of 50,000 psi tensile steel "C" channel mounted directly behind it to provide adequate support strength.

The bumper will be extended 16.00" from front face of cab.

**Gravel Pan**
A gravel pan, constructed of bright aluminum treadplate, will be furnished between the bumper and cab face. The gravel pan will be properly supported from the underside to prevent flexing and vibration of the aluminum treadplate.

## CENTER HOSE TRAY

A hose tray, constructed of aluminum, will be placed in the center of the bumper extension.

The tray will have a capacity of 100' of 1.75" double jacket cotton-polyester hose.

Black rubber grating will be provided at the bottom of the tray. Drain holes are also provided.

### Center Hose Tray Restraint

There will be one (1) pair of hose tray restraint straps located over the center mounted tray.

The restraints will be 2.00" wide black nylon straps with 2.00" cam buckle fasteners provided. The straps will be used to secure the hose in the tray.

## TOW HOOKS

Two (2) chromed steel tow hooks will be installed under the bumper and attached to the front frame members. The tow hooks will be designed and positioned to allow up to a 6,000 lb straight horizontal pull in line with the centerline of the vehicle. The tow hooks will not be used for lifting of the apparatus.

## SIGHT RODS

There will be two (2) Bores, Model 848-211, lighted polished stainless steel sight rods mounted to the outside corners of the front bumper extension.

The lights at the end of each rod will be activated when the running lights are activated.

The lights will also flash with the respective directional light.

## CAB

The Saber FR cab will be designed specifically for the fire service and manufactured by the chassis builder.

The cab will be built by the apparatus manufacturer in a facility located on the manufacturer's premises.

For reasons of structural integrity and enhanced occupant protection, the cab will be a heavy duty design, constructed to the following minimal standards.

The cab will have 12 main vertical structural members located in the A-pillar (front cab corner posts), B-pillar (side center posts), C-pillar (rear corner posts), and rear wall areas. The A-pillar will be constructed of solid A356-T5 aluminum castings. The B-pillar and C-pillar will be constructed from 0.13" wall extrusions. The rear wall will be constructed of two (2) 2.00" x 2.00" outer aluminum extrusions and two (2) 2.00" x 1.00" inner aluminum extrusions. All main vertical structural members will run from the floor to 4.625" x 3.864" x 0.090" thick roof extrusions to provide a cage-like structure with the A-pillar and roof extrusions being welded into a 0.25" thick corner casting at each of the front corners of the roof assembly.

The front of the cab will be constructed of a 0.13" firewall plate, covered with a 0.090" front skin (for a total thickness of 0.22"), and reinforced with a full width x 0.50" thick cross-cab support located just below the windshield and fully welded to the engine tunnel. The cross-cab support will run the full width of the cab and weld to each A-pillar, the 0.13" firewall plate, and the front skin.

The cab floors will be constructed of 0.125" thick aluminum plate and reinforced at the firewall with an additional 0.25" thick cross-floor support providing a total thickness of 0.375" of structural material at the front floor area. The front floor area will also be supported with two (2) triangular 0.30" wall extrusions that also provides the mounting point for the cab lift. This tubing will run from the floor wireway of the cab to the engine tunnel side plates, creating the structure to support the forces created when lifting the cab.

The cab will be 96.00" wide (outside door skin to outside door skin) to maintain maximum maneuverability.

The cab will have an overall height (from the cab roof to the ground) of approximately 99.00". The overall height listed will be calculated based on a truck configuration with the lowest suspension weight rating, the smallest diameter tires for the suspension, no water weight, no loose equipment weight, and no personnel weight. Larger tires, wheels, and suspension will increase the overall height listed.

The floor to ceiling height inside the crew cab will be 54.50" in the center and outboard positions.

The crew cab floor will measure 36.00" from the rear wall to the front of the rear facing seat risers.

The engine tunnel, at the rearward highest point (knee level), will measure 51.50" to the rear wall.

The crew cab will be a totally enclosed design with the interior area completely open to improve visibility and verbal communication between the occupants.

The cab will be a full tilt cab style.

A 3-point cab mount system with rubber isolators will improve ride quality by isolating chassis vibrations from the cab.

**CAB ROOF DRIP RAIL**

For enhanced protection from inclement weather, a drip rail will be furnished on the sides of the cab. The drip rail will be painted to match the cab roof, and bonded to the sides of the cab. The drip rail will extend the full length of the cab roof.

**INTERIOR CAB INSULATION**

The cab will include 1.00" insulation in the ceiling, 1.50" insulation in the side walls, and 2.00" insulation in the rear wall to maximize acoustic absorption and thermal insulation.

**FENDER LINERS**

Full circular inner fender liners in the wheel wells will be provided.

**PANORAMIC WINDSHIELD**

A one (1)-piece safety glass windshield will be provided with over 2,775 square inches of clear viewing area. The windshield will be full width and will provide the occupants with a panoramic view. The windshield will consist of three (3) layers: outer light, middle safety laminate, and inner light. The outer light layer will provide superior chip resistance. The middle safety laminate layer will prevent the windshield glass pieces from detaching in the event of breakage. The inner light will provide yet another chip resistant layer. The cab windshield will be bonded to the aluminum windshield frame

using a urethane adhesive. A custom frit pattern will be applied on the outside perimeter of the windshield for a finished automotive appearance.

**WINDSHIELD WIPERS**

Three (3) electric windshield wipers with washer will be provided that meet FMVSS and SAE requirements.

The washer reservoir will be able to be filled without raising the cab.

**ENGINE TUNNEL**

Engine hood side walls will be constructed of 0.375" aluminum. The top will be constructed of 0.125" aluminum and will be tapered at the top to allow for more driver and passenger elbow room.

The engine hood will be insulated for protection from heat and sound. The noise insulation keeps the dBA level within the limits stated in the current NFPA 1901 standards.

The engine tunnel will be no higher than 17.00" off the crew cab floor.

**INTERIOR CREW CAB REAR WALL ADJUSTABLE SEATING (PATENT PENDING)**

The interior rear wall of the crew cab will have mounting holes every 2.75" to allow for adjustability of the forward facing crew cab seating along the rear wall. Seats will be adjustable with use of simple hand tools allowing departments flexibility of their seating arrangement should their department needs change.

**CAB REAR WALL EXTERIOR COVERING**

The exterior surface of the rear wall of the cab will be overlaid with bright aluminum treadplate except for areas that are not typically visible when the cab is lowered.

**CAB LIFT**

A hydraulic cab lift system will be provided consisting of an electric powered hydraulic pump, dual lift cylinders, and necessary hoses and valves.

Lift controls will be located on the right side pump panel or front area of the body in a convenient location.

The cab will be capable of tilting 43 degrees to accommodate engine maintenance and removal.

The cab will be locked down by a 2-point normally closed spring loaded hook type latch that fully engages after the cab has been lowered. The system will be hydraulically actuated to release the normally closed locks when the cab lift control is in the raised position and cab lift system is under pressure. When the cab is completely lowered and system pressure has been relieved, the spring loaded latch mechanisms will return to the normally closed and locked position.

The hydraulic cylinders will be equipped with a velocity fuse that protects the cab from accidentally descending when the control is located in the tilt position.

For increased safety, a redundant mechanical stay arm will be provided that must be manually put in place on the left side between the chassis and cab frame when the cab is in the raised position. This device will be manually stowed to its original position before the cab can be lowered.

**Cab Lift Interlock**
The cab lift system will be interlocked to the parking brake. The cab tilt mechanism will be active only when the parking brake is set and the ignition switch is in the on position. If the parking brake is released, the cab tilt mechanism will be disabled.

**GRILLE**
A single piece polished stainless steel grille and framework will be provided on the front center of the cab.

**SIDE OF CAB MOLDING**
Chrome molding will be provided on both sides of cab.

**MIRRORS**
A Retrac, Model 613423, dual vision, motorized, west coast style mirror, with chrome finish, will be mounted on each side of the front cab door with spring loaded retractable arms. The flat glass and convex glass will be heated and adjustable with remote control within reach of the driver.

**DOORS**
To enhance entry and egress to the cab, the forward cab door openings will be a minimum of 37.50" wide x 63.37" high. The crew cab doors will be located on the sides of the cab and will be constructed in the same manner as the forward cab doors. The crew cab door openings will be a minimum of 34.30" wide x 63.37" high.

The forward cab and crew cab doors will be constructed of extruded aluminum with a nominal material thickness of 0.093". The exterior door skins will be constructed from 0.090" aluminum.

A customized, vertical, pull-down type door handle will be provided on the exterior of each cab door. The finish of the door handle will be chrome/black. The exterior handle will be designed specifically for the fire service to prevent accidental activation, and will provide 4.00" wide x 2.00" deep hand clearance for ease of use with heavy gloved hands.

Each door will also be provided with an interior flush, open style paddle handle that will be readily operable from fore and aft positions, and be designed to prevent accidental activation. The interior handles will provide 4.00" wide x 1.25" deep hand clearance for ease of use with heavy gloved hands.

The cab doors will be provided with both interior (rotary knob) and exterior (keyed) locks exceeding FMVSS standards. The keys will be Model 751. The locks will be capable of activating when the doors are open or closed. The doors will remain locked if locks are activated when the doors are opened, then closed.

A full length, heavy duty, stainless steel, piano-type hinge with a 0.38" pin and 11 gauge leaf will be provided on all cab doors. There will be double automotive-type rubber seals around the perimeter of the door framing and door edges to ensure a weather-tight fit.

A chrome handle will be provided on the inside of each cab door for ease of entry.

A red webbed grab handle will be installed on the crew cab door stop strap. The grab handles will be securely mounted.

The bottom cab step at each cab door location will be located below the cab doors and will be exposed to the exterior of the cab.

**Door Panels**
The inner cab door panels will be constructed out of brushed stainless steel.

**MANUAL CAB DOOR WINDOWS**
All cab entry doors will contain a conventional roll down window.

**CAB STEPS**
The forward cab and crew cab access steps will be a full size two (2) step design to provide largest possible stepping surfaces for safe ingress and egress. The bottom steps will be designed with a grip pattern punched into bright aluminum treadplate material to provide support, slip resistance, and drainage. The bottom steps will be a bolt-in design to minimize repair costs should they need to be replaced. The forward cab steps will be a minimum 25.00" wide, and the crew cab steps will be 21.65" wide with a 10.00" minimum depth. The inside cab steps will not exceed 16.50" in height.

The vertical surfaces of the step well will be aluminum treadplate.

**CAB EXTERIOR HANDRAILS**
A 1.25" diameter slip-resistant, knurled aluminum handrail will be provided adjacent to each cab and crew cab door opening to assist during cab ingress and egress.

**STEP LIGHTS**
There will be six (6) white LED step lights installed for cab and crew cab access steps.

- One (1) light for the driver's access steps.
- Two (2) lights for the driver's side crew cab access steps.
- Two (2) lights for the passenger's side crew cab access steps.
- One (1) light for the passenger's side access step.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light.

The lights will be activated when the battery switch is on and the adjacent door is opened.

**FENDER CROWNS**
Stainless steel fender crowns will be installed at the cab wheel openings.

**CAB DASH**
The driver side dash, switch panel located to the right of the driver, and center console will be an easily removable high impact resistant polymer cover.

The instrument gauge cluster will be surrounded with a high impact ABS plastic contoured to the same shape of the instrument gauge cluster.

The officer side dash will be a flat top design with an upper beveled edge to provide easy maintenance and will be constructed out of aluminum and painted to match the cab interior.

**MOUNTING PLATE ON ENGINE TUNNEL**

Equipment installation provisions will be installed on the engine tunnel.

A .25" smooth aluminum plate will be bolted to the top surface of the engine tunnel. The plate will follow the contour of the engine tunnel and will run the entire length of the engine tunnel. The plate will be spaced off the engine tunnel .75" to allow for wire routing below the plate.

The mounting surface will be painted to match the cab interior.

**CAB INTERIOR**

The cab interior will be constructed of primarily metal (painted aluminum) to withstand the severe duty cycles of the fire service.

The engine tunnel will be painted aluminum to match the cab interior.

For durability and ease of maintenance, the cab interior side walls will be painted aluminum. The rear wall will be painted aluminum.

The headliner will be installed in both forward and rear cab sections. Headliner material will be vinyl. A sound barrier will be part of its composition. Material will be installed on an aluminum sheet and securely fastened to interior cab ceiling.

The forward portion of the cab headliner will permit easy access for service of electrical wiring or other maintenance needs.

All wiring will be placed in metal raceways.

**CAB INTERIOR UPHOLSTERY**

The cab interior upholstery will be 36 oz dark silver gray vinyl.

**CAB INTERIOR PAINT**

The cab interior metal surfaces, excluding the rear heater panels, will be painted fire smoke gray, vinyl texture paint.

The rear heater panels will be painted black, vinyl textured paint.

**CAB FLOOR**

The cab and crew cab floor areas will be covered with Polydamp™ acoustical floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler.

The top surface of the material has a series of raised pyramid shapes evenly spaced, which offer a superior grip surface. Additionally, the material has a 0.25" thick closed cell foam (no water absorption) which offers a sound dampening material for reducing sound levels.

## DEFROST/AIR CONDITIONING SYSTEM

A ceiling mounted combination heater, defroster and air conditioning system will be installed in the cab above the engine tunnel area.

### Cab Defroster

A 54,000 BTU heater-defroster unit with 690 SCFM of air flow will be provided inside the cab. The heater-defrost will be installed in the forward portion of the cab ceiling. Air outlets will be strategically located in the cab header extrusion per the following:

- One (1) adjustable will be directed towards the left side cab window
- One (1) adjustable will be directed towards the right side cab window
- Six (6) fixed outlets will be directed at the windshield

The defroster will be capable of clearing 98 percent of the windshield and side glass when tested under conditions where the cab has been cold soaked at 0 degrees Fahrenheit for 10 hours, and a 2 ounce per square inch layer of frost/ice has been able to build up on the exterior windshield. The defroster system will meet or exceed SAE J382 requirements.

### Cab/Crew Auxiliary Heater

There will be one (1) 31,000 BTU auxiliary heater with 560 SCFM of air flow provided in each outboard rear facing seat risers with a dual scroll blower. An aluminum plenum incorporated into the cab structure used to transfer heat to the forward positions.

### Air Conditioning

A condenser will be a 59,644 BTU output that meets and exceeds the performance specification will be mounted on the radiator.

The air conditioning system will be capable of cooling the average cab temperature from 100 degrees Fahrenheit to 75 degrees Fahrenheit at 50 percent relative humidity within 30 minutes. The cooling performance test will be run only after the cab has been heat soaked at 100 degrees Fahrenheit for a minimum of 4 hours.

The evaporator unit will be installed in the rear portion of the cab ceiling over the engine tunnel. The evaporator will include one (1) high performance heating core, one (1) high performance cooling core with (1) plenum directed to the front and one (1) plenum directed to the rear of the cab.

The evaporator unit will have a 52,000 BTU at 690 SCFM rating that meets and exceeds the performance specifications.

Adjustable air outlets will be strategically located on the forward plenum cover per the following:

- Four (4) will be directed towards the seating position on the left side of the cab
- Four (4) will be directed towards the seating position on the right side of the cab

Adjustable air outlets will be strategically located on the evaporator cover per the following:

- Five (5) will be directed towards crew cab area

A high efficiency particulate air (HEPA) filter will be included for the system. Access to the filter cover will be secured with four (4) screws.

The air conditioner refrigerant will be R-134A and will be installed by a certified technician.

**Climate Control**

An automotive style controller will be provided to control the heat and air conditioning system within the cab. The controller will have three (3) functional knobs for fan speed, temperature, and air flow distribution (front to rear) control.

The system will control the temperature of the cab and crew cab automatically by pushing the center of the fan speed control knob. Rotate the center temperature control knob to set the cab and crew cab temperature.

The AC system will be manually activated by pushing the center of the temperature control knob. Pushing the center of the air flow distribution knob will engage the AC for max defrost, setting the fan speeds to 100 percent and directing all air flow to the overhead forward position.

The system controller will be located within panel position #12.

**Gravity Drain Tubes**

Two (2) condensate drain tubes will be provided for the air conditioning evaporator. The drip pan will have two (2) drain tubes plumbed separately to allow for the condensate to exit the drip pan. No pumps will be provided.

**SUN VISORS**

Two (2) smoked Lexan™ sun visors will be provided. The sun visors will be located above the windshield with one (1) mounted on each side of the cab.

There will be no retention bracket provided to help secure each sun visor in the stowed position.

**GRAB HANDLES**

A black rubber covered grab handle will be mounted on the door post of the driver and officer's side cab door to assist in entering the cab. The grab handles will be securely mounted to the post area between the door and windshield.

**ENGINE COMPARTMENT LIGHTS**

There will be one (1) Whelen, Model 3SC0CDCR, 12 volt DC, 3.00" white LED light(s) with Whelen, Model 3FLANGEC, chrome flange kit(s) installed under the cab to be used as engine compartment illumination.

These light(s) will be activated automatically when the cab is raised.

**ACCESS TO ENGINE DIPSTICKS**

For access to the engine oil and transmission fluid dipsticks, there will be a door on the engine tunnel, inside the crew cab. The door will be on the rear wall of the engine tunnel, on the vertical surface.

The engine oil dipstick will allow for checking only. The transmission dipstick will allow for both checking and filling.

The door will have a rubber seal for thermal and acoustic insulation. One (1) flush latch will be provided on the access door.

**SEATING CAPACITY**

The seating capacity in the cab will be four (4).

**DRIVER SEAT**

A seat will be provided in the cab for the driver. The seat design will be a cam action type, with air suspension. For increased convenience, the seat will include a manual control to adjust the horizontal position (6.00" travel). The manual horizontal control will be a towel-bar style located below the forward part of the seat cushion. To provide flexibility for multiple driver configurations, the seat will have an adjustable reclining back. The seat back will be a high back style with side bolster pads for maximum support. For optimal comfort, the seat will be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat will be furnished with a 3-point, shoulder type seat belt.

**OFFICER SEAT**

A seat will be provided in the cab for the passenger. The seat will be a fixed type with no suspension. For optimal comfort, the seat will be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat back will be an SCBA back style with 5 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will be furnished with a 3-point, shoulder type seat belt.

**RADIO COMPARTMENT**

A radio compartment will be provided under the officer's seat.

The inside compartment dimensions will be 16.00" wide x 7.50" high x 15.00" deep, with the back of the compartment angled up to match the cab structure.

A drop-down door with a chrome plated lift and turn latch will be provided for access.

The compartment will be constructed of smooth aluminum and painted to match the cab interior.

**REAR FACING LEFT SIDE CABINET**

A rear facing cabinet will be provided in the crew cab at the left side outboard position.

The cabinet will be 23.00" wide x 34.00" high x 26.75" deep. The interior door will be web netting. The netting is to be made with 1.00" wide nylon material with 2.00" openings. The nylon webbing will be

permanently fastened at the bottom side of the cabinet and have 1.00" side release fasteners on the opposite side to secure it. The clear door opening will be 16.00" wide x 31.00" high.

The cabinet will also provide access from outside the cab with one (1) double pan door painted to match the cab exterior with a locking D-ring latch with #1250 key. A web strap will be provided as a door stop. The door will be located on the side of the cab over the wheelwell. The clear door opening will be 17.00" wide x 29.25" high.

The cabinet will include one (1) infinitely adjustable shelf with a 0.75" up-turned lippainted to match the cab interior.

The cabinet will include no louvers.

The exterior access will be provided with a polished stainless steel scuffplate on the lower door frame.

The cabinet will be constructed of smooth aluminum and painted to match the cab interior.

**Cabinet Light**

There will be one (1) Amdor H2O LED strip light installed on the left side of the interior cabinet door opening. The lights will be controlled by an automatic door switch and a rocker switch on the front of the cabinet.

**REAR FACING RIGHT SIDE CABINET**

A rear facing cabinet will be provided in the crew cab at the right side outboard position.

The cabinet will be 22.00" wide x 34.00" high x 26.75" deep. The interior door will be web netting. The netting is to be made with 1.00" wide nylon material with 2.00" openings. The nylon webbing will be permanently fastened at the bottom side of the cabinet and have 1.00" side release fasteners on the opposite side to secure it. The interior clear door opening will be 15.00" wide x 31.00" high.

The cabinet will include one (1) infinitely adjustable shelf with a 0.75" up-turned lippainted to match the cab interior.

The cabinet will include no louvers.

The cabinet will also provide access from outside the cab with one (1) double pan door painted to match the cab exterior with a locking D-ring latch with #1250 key. The door will be located on the side of the cab over the wheelwell. A web strap will be provided as a door stop. The exterior clear door opening will be 17.00" wide x 29.25" high.

The exterior access will be provided with a polished stainless steel scuffplate on the lower door frame.

The cabinet will be constructed of smooth aluminum and painted to match the cab interior.

**Cabinet Light**

There will be one (1) Amdor H2O LED strip light installed on the left side of the interior cabinet door opening. The lighting will be controlled by an automatic door switch and a rocker switch on the front of the cabinet.

**FORWARD FACING CENTER SEATS**

There will be two (2) forward facing seats provided at the center position in the crew cab. The seats will be spaced an additional 5.50" apart to provide more room for each occupant. For optimal comfort, the seats will be provided with 15.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat back will be an SCBA style with 90 degree back. The SCBA cavity will be adjustable from front to rear in 1.00" increments to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seats will be furnished with a 3-point, shoulder type seat belt.

**SEAT UPHOLSTERY**

All seat upholstery will be leather grain 36 oz dark silver gray vinyl resistant to oil, grease and mildew. The cab will have four (4) seating positions.

**AIR BOTTLE HOLDERS**

All SCBA type seats in the cab will have a Ziamatic brand, Model QM-ROLO-SA, SCBA holder mounted in each backrest. A remote lanyard release will be provided on each bracket.

This bracket will accommodate all diameter bottles.

There will be a quantity of four (4).

**STORAGE COMPARTMENT IN CREW CAB**

There will be one (1) compartment(s) to enclose the rear seat riser forward facing seat riser(s). The enclosure will be made of aluminum and painted to match the cab interior. An aluminum drop down door will be provided on the front of the enclosure to gain access to the compartment. Each door will include flush lift and turn latch.

**SEAT BELTS**

All cab and tiller cab (if applicable) seating positions will have red seat belts. To provide quick, easy use for occupants wearing bunker gear, the female buckle and seat belt webbing length will meet or exceed the current edition of NFPA 1901 and CAN/ULC - S515 standards.

The 3-point shoulder type seat belts will include height adjustment. This adjustment will optimize the belts effectiveness and comfort for the seated firefighter. The 3-point shoulder type seat belts will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

The 3-point shoulder type belts will also include the ReadyReach D-loop assembly to the shoulder belt system. The ReadyReach feature adds an extender arm to the D-loop location placing the D-loop in a closer, easier to reach location.

Any flip up seats will include a 3-point shoulder type belts only.

To ensure safe operation, the seats will be equipped with seat belt sensors in the seat cushion and belt receptacle that will activate an alarm indicating a seat is occupied but not buckled.

**HELMET STORAGE PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, section 14.1.7.4.1 requires a location for helmet storage be provided.

There is no helmet storage on the apparatus as manufactured. The fire department will provide a location for storage of helmets.

**CAB DOME LIGHTS**

There will be four (4) dual LED dome lights with black bezels provided. Two (2) lights will be mounted above the inside shoulder of the driver and officer and two (2) lights will be installed and located, one (1) on each side of the crew cab.

The color of the LED's will be red and white.

The white LED's will be controlled by the door switches and the lens switch.

The color LED's will be controlled by the lens switch.

In order to ensure exceptional illumination, each white LED dome light will provide a minimum of 10.1 foot-candles (fc) covering an entire 20.00" x 20.00" square seating position when mounted 40.00" above the seat.

**PORTABLE HAND LIGHTS PROVIDED BY FIRE DEPARTMENT**

CAN/ULC-S515, current edition, section 7.9.3 requires two portable hand lights.

The hand lights are not on the apparatus as manufactured. The fire department will provide these hand lights.

**CAB INSTRUMENTATION**

The cab instrument panel will include gauges, telltale indicator lamps, control switches, alarms, and a diagnostic panel. The function of the instrument panel controls and switches will be identified by a label adjacent to each item. Actuation of the headlight switch will illuminate the labels in low light conditions. Telltale indicator lamps will not be illuminated unless necessary. The cab instruments and controls will be conveniently located within the forward cab section, forward of the driver. The gauge assembly and switch panels are designed to be removable for ease of service and low cost of ownership.

**Gauges**

The gauge panel will include the following ten (10) black faced gauges with black bezels to monitor vehicle performance:

- Voltmeter gauge (volts):
  - Low volts (11.8 VDC)
    - Amber telltale light on indicator light display with steady tone alarm
  - High volts (15.5 VDC)
    - Amber telltale light on indicator light display with steady tone alarm
- Engine Tachometer (RPM)
- Speedometer MPH (Major Scale), KM/H (Minor Scale)
- Fuel level gauge (Empty - Full in fractions):

    - Low fuel (1/8 full)
        - Amber indicator light in gauge dial with steady tone alarm
- Engine Oil pressure Gauge (PSI):
    - Low oil pressure to activate engine warning lights and alarms
        - Red indicator light in gauge dial with steady tone alarm
- Front Air Pressure Gauges (PSI):
    - Low air pressure to activate warning lights and alarm
        - Red indicator light in gauge dial with steady tone alarm
- Rear Air Pressure Gauges (PSI):
    - Low air pressure to activate warning lights and alarm
        - Red indicator light in gauge dial with steady tone alarm
- Transmission Oil Temperature Gauge (Fahrenheit):
    - High transmission oil temperature activates warning lights and alarm
        - Amber indicator light in gauge dial with steady tone alarm
- Engine Coolant Temperature Gauge (Fahrenheit):
    - High engine temperature activates an engine warning light and alarms
        - Red indicator light in gauge dial with steady tone alarm
- Diesel Exhaust Fluid Level Gauge (Empty - Full in fractions):
    - Low fluid (1/8 full)
        - Amber indicator light in gauge dial

**Indicator Lamps**

To promote safety, the following telltale indicator lamps will be located on the instrument panel in clear view of the driver. The indicator lamps will be "dead-front" design that is only visible when active. The colored indicator lights will have descriptive text or symbols.

The following amber telltale lamps will be present:

- Low coolant
- Trac cntl (traction control) (where applicable)
- Check engine
- Check trans (check transmission)
- Air rest (air restriction)
- DPF (engine diesel particulate filter regeneration)
- HET (engine high exhaust temperature) (where applicable)
- ABS (antilock brake system)
- MIL (engine emissions system malfunction indicator lamp) (where applicable)
- Regen inhibit (engine emissions regeneration inhibit) (where applicable)
- Side roll fault (where applicable)
- Front air bag fault (where applicable)
- Aux brake overheat (auxiliary brake overheat) (where applicable)
- The following red telltale lamps will be present:
- Ladder rack down
- Parking brake

- Stop engine
- The following green telltale lamps will be present:
- Left turn
- Right turn
- Battery on
- Ignition
- Aux brake (auxiliary brake engaged) (where applicable)
- The following blue telltale lamps will be present:
- High beam

**Alarms**

Audible steady tone warning alarm: A steady audible tone alarm will be provided whenever a warning condition is active.

**Indicator Lamp and Alarm Prove-Out**

A system will be provided which automatically tests telltale indicator lights and alarms located on the cab instrument panel. Telltale indicators and alarms will perform prove-out for 3 to 5 seconds when the ignition switch is moved to the on position with the battery switch on.

**Control Switches**

For ease of use, the following controls will be provided immediately adjacent to the cab instrument panel within easy reach of the driver. All switches will have backlit labels for low light applications.

Headlight/Parking light switch: A three (3)-position maintained rocker switch will be provided. The first switch position will deactivate all parking and headlights. The second switch position will activate the parking lights. The third switch will activate the headlights.

Panel back lighting intensity control switch: A three (3)-position momentary rocker switch will be provided. Pressing the top half of the switch, "Panel Up" increases the panel back lighting intensity and pressing the bottom half of the switch, "Panel Down" decreases the panel back lighting intensity. Pressing the half or bottom half of the switch several times will allow back lighting intensity to be gradually varied from minimum to maximum intensity level for ease of use.

Ignition switch: A three (3)-position maintained/momentary rocker switch will be provided. The first switch position will turn off and deactivate vehicle ignition. The second switch position will activate vehicle ignition and will perform prove-out on the telltale indicators and alarms for 3 to 5 seconds after the switch is turned on. A green indicator lamp is activated with vehicle ignition. The third momentary position will temporarily silence all active cab alarms. An alarm "chirp" may continue as long as alarm condition exists. Switching ignition to off position will terminate the alarm silence feature and reset function of cab alarm system.

Engine start switch: A two (2)-position momentary rocker switch will be provided. The first switch position is the default switch position. The second switch position will activate the vehicle's engine. The switch actuator is designed to prevent accidental activation.

Hazard switch will be provided on the instrument panel or on the steering column.

Heater, defrost, and air conditioning control panel.

Turn signal arm:  A self-canceling turn signal with high beam headlight controls.

Windshield wiper control will have high, low, and intermittent modes.

Parking brake control:  An air actuated push/pull park brake control.

Chassis horn control:  Activation of the chassis horn control will be provided through the center of the steering wheel.

High idle engagement switch: A maintained rocker switch with integral indicator lamp will be provided. The switch will activate and deactivate the high idle function.  The "OK To Engage High Idle" indicator lamp must be active for the high idle function to engage.  A green indicator lamp integral to the high idle engagement switch will indicate when the high idle function is engaged.

"OK To Engage High Idle" indicator lamp: A green indicator light will be provided next to the high idle activation switch to indicate that the interlocks have been met to allow high idle engagement.

Emergency switching will be controlled by multiple individual warning light switches for various groups or areas of emergency warning lights.  An Emergency Master switch provided on the instrument panel that enables or disables all individual warning light switches is included.

An additional "Emergency Master" button will be provided on the lower left hand corner of the gauge panel to allow convenient control of the "Emergency Master" system from inside the driver's door when standing on the ground.

**Custom Switch Panels**

The design of cab instrumentation will allow for emergency lighting and other switches to be placed within easy reach of the operator thus improving safety.  There will be positions for up to four (4) switch panels in the lower instrument console and up to six (6) switch panels in the overhead visor console. All switches have backlit labels for low light conditions.

**Diagnostic Panel**

A diagnostic panel will be provided and accessible while standing on the ground. The panel will be located inside the driver's side door left of the steering column.  The diagnostic panel will allow diagnostic tools such as computers to connect to various vehicle systems for improved troubleshooting providing a lower cost of ownership.  Diagnostic switches will allow ABS systems to provide blink codes should a problem exist.

The diagnostic panel will include the following:

- ENGINE/TRANSMISSION/ABS J1939 Diagnostic Port
- ABS Diagnostic Switch and Indicator - The switch and amber indicator will allow access to diagnostic mode and display of standard ABS system fault blink codes that may be generated by the ABS system

- DPF REGEN (Diesel Particulate Filter Regeneration Switch) (where applicable) will be provided to request regeneration of the engine emission system. An amber indicator will be provided on top of the switch that will illuminate in a "CHECK ENGINE" condition
- REGEN INHIBIT (Diesel Particulate Filter Regeneration Inhibit Switch) (where applicable) will be provided that will request that regeneration be temporarily prevented. A green indicator will be provided on top of the Regen Inhibit switch that will illuminate when the Regen Inhibit feature is active. Regen Inhibit will be disabled upon cycling of the ignition switch to the off state.

**AIR RESTRICTION INDICATOR**

A high air restriction warning indicator light (electronic) will be provided.

**"DO NOT MOVE APPARATUS" INDICATOR**

A flashing red indicator light, located in the driving compartment, will be illuminated automatically per the current NFPA requirements. The light will be labeled "Do Not Move Apparatus If Light Is On."

The same circuit that activates the Do Not Move Apparatus indicator will activate a pulsing alarm when the parking brake is released.

**SWITCH PANELS**

The built-in switch panels will be located in the lower console or overhead console of the cab. Switches will be rocker type with an indicator light, of which is an integral part of the switch.

**WIPER CONTROL**

Wiper control will consist of a two (2)-speed windshield wiper control with intermittent feature and windshield washer controls.

**HOURMETER - AERIAL DEVICE**

An hourmeter for the aerial device will be provided and located within the cab display or instrument panel.

**AERIAL MASTER**

There will be a master switch for the aerial operating electrical system provided.

**AERIAL PTO SWITCH**

A PTO switch for the aerial with indicator light will be provided.

**SPARE CIRCUIT**

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power
- The negative wire will be connected to ground
- Wires will be protected to 30 amps at 12 volts DC
- Power and ground will terminate body compt. RS1
- Termination will be with 3/8" studs and plastic covers
- Wires will be sized to 125% of the protection

This circuit(s) may be load managed when the parking brake is set.

**SPARE CIRCUIT**
There will be four (4) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power
- The negative wire will be connected to ground
- Wires will be protected to 15 amps at 12 volts DC
- Power and ground will terminate officer side dash area and in EMS compartment(s)
- Termination will be with heat shrinkable butt splicing
- Wires will be sized to 125 percent of the protection

The circuit(s) may be load managed when the parking brake is set.

**SPARE CIRCUIT**
There will be two (2) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power.
- The negative wire will be connected to ground.
- Wires will be protected to 2.0 amps at 12 volts DC.
- Power and ground will terminate one officer side dash 1 DS EMS compt. side wall outboard .
- Termination will be a Blue Sea Systems part number 1016 dual USB charger socket.
- Wires will be sized to 125 percent of the protection.

This circuit(s) may be load managed when the parking brake is applied.

**INFORMATION CENTER**
There will be a LCD display integral to the cab gauge panel provided that will display the following information:

- Total distance
- Trip distance
- Total hours
- Trip hours
- PTO "A" hours
- PTO "B" hours

**COLLISION MITIGATION**
There will be a HAAS Alert®, Model HA5 Responder-to-Vehicle (R2V) collision avoidance system provided on the apparatus. The HA5 cellular transponder module will be installed behind the cab windshield, as high and near to the center as practical, to allow clear visibility to the sky. The module dimensions are 5.40" long x 2.70" wide x 1.30" high, and operating temperature range is -40 degree C to 85 degree C.

The transponder will be connected to the vehicle's emergency master circuit and battery direct power and ground.

While responding with emergency lights on, the HA5 transponder sends alert messages via cellular network to motorists in the vicinity of the responding truck that are equipped with the WAZE app.

While on scene with emergency lights on, the HA5 transponder sends road hazard alerts to motorists in the vicinity of the truck that are equipped with the WAZE app.

The HA5 Responder-to-Vehicle (R2V) collision avoidance system will include the transponder and a 5 year cellular plan subscription.

Activation of the HAAS Alert system requires a representative of the customer to accept the End User License Agreement (EULA) via an on-line portal.

**VEHICLE DATA RECORDER**

There will be a vehicle data recorder (VDR) capable of reading and storing vehicle information provided.

The information stored on the VDR can be downloaded through a USB port mounted in a convenient location determined by cab model. A USB cable can be used to connect the VDR to a laptop to retrieve required information. The program to download the information from the VDR will be available to download on-line.

The vehicle data recorder will be capable of recording the following data via hardwired and/or CAN inputs:

- Vehicle Speed - MPH
- Acceleration - MPH/sec
- Deceleration - MPH/sec
- Engine Speed - RPM
- Engine Throttle Position - % of Full Throttle
- ABS Event - On/Off
- Seat Occupied Status - Yes/No by Position
- Seat Belt Buckled Status - Yes/No by Position
- Master Optical Warning Device Switch - On/Off
- Time - 24 Hour Time
- Date - Year/Month/Day

**Seat Belt Monitoring System**

A seat belt monitoring system (SBMS) will be provided. The SBMS will be capable of monitoring up to 10 seating positions indicating the status of each seat position per the following:

- Seat Occupied & Buckled = Green LED indicator illuminated
- Seat Occupied & Unbuckled = Red LED indicator with audible alarm
- No Occupant & Buckled = Red LED indicator with audible alarm
- No Occupant & Unbuckled = No indicator and no alarm

The SBMS will include an audible alarm that will warn that an unbuckled occupant condition exists and the parking brake is released, or the transmission is not in park.

**INTERCOM SYSTEM**

There will be digital, single radio interface, intercom located DS/OD two crew in the cab. The front panel will have master volume, and squelch controls with illuminated indicators, allowing for independent level setting of radio and auxiliary audio devices.

There will be one (1) radio listen only / transmit control with select, monitor, receive, and transmit indicators. There will be one (1) auxiliary audio input with select, and receive indicators.

There will be one (1) wireless base station for up to five (1-5) headset users provided. Wired headset jacks will be provided for the officer, and two (2) crew positions located at both forward facing seats.

The wireless base station will have a 100' to 1100' range, line of sight. Objects between the transmitter and receiver affect range.

The following Firecom components will be provided:

- One (1) 5100D Intercom
- One (1) WB505R wireless base station (1-5 wireless positions)
- Three (3) HM-10 Interior headset jacks
- All necessary power and station cabling

**RADIO / INTERCOM INTERFACE CABLE**

The apparatus manufacturer will supply and install one (1) radio interface cable before delivery of the vehicle.

The radio equipment to be used by the customer will be:

- Motorola High Power , Model number Motorola, Model APX 7500, high power.

**OVER THE HEAD, INTERCOM ONLY HEADSET**

There will be two (2) over head, intercom only headset(s) provided driver's side outboard forward facing seat and passenger's side outboard forward facing seat.

Each Firecom, Model FH-52 headset will feature:

- Coiled cord with rugged angled plug
- Noise cancelling electric microphone
- Flex boom rotates for left or right dress
- Adjustable volume control
- ComLeather ear seals with 24 dB noise reduction
- Intercom Push To Talk button

**OVER THE HEAD, RADIO TRANSMIT HEADSET**

There will be two (2) over the head, radio transmit headset(s) provided driver's seat and officer seat.

Each Firecom, Model FH-51 headset will feature:

- Coiled cord with rugged angled plug
- Noise cancelling electric microphone
- Flex boom rotates for left or right dress
- Adjustable volume control
- ComLeather ear seals with 24dB noise reduction
- Radio Push To Transmit button. Mic is always live for intercom communication

**RADIO ANTENNA MOUNT**

There will be two (2) standard 1.125", 18 thread antenna-mounting base(s) installed OS - overhead and behind OS seat on the cab roof with high efficiency, low loss, coaxial cable(s) routed to the overhead switch area. A weatherproof cap will be installed on the mount.

**VEHICLE CAMERA SYSTEM**

There will be a color vehicle camera system provided with the following:

- One (1) camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse.
- One (1) camera located on the right side of the apparatus, pointing rearward, displayed automatically with the right side turn signal.

The camera images will be displayed on a 7.00" LCD display with sun shield located in view of the driver on the dash. The display will include manual camera activation capability and audio from the rear camera only.

The following components will be included:

- One (1) MO700136DC Display
- One (1) SV-CW134639CAI Rear camera
- One (1) CS134404CI Side camera
- All necessary cables

**ELECTRICAL POWER CONTROL SYSTEM**

A compartment will be provided in or under the cab to house the vehicle's electrical power and signal circuit protection and control components. The power and signal protection and control compartment will contain circuit protection devices and power control devices. Power and signal protection and control components will be protected against corrosion, excessive heat, excessive vibration, physical damage and water spray.

Serviceable components will be readily accessible.

Circuit protection devices, which conform to SAE standard, will be utilized to protect each circuit. All circuit protection devices will be sized to prevent wire and component damage when subjected to extreme current overload. General protection circuit breakers will be Type-I automatic reset (continuously resetting) and conform to SAE J553 or J258. When required, automotive type fuses conforming to SAE J554, J1284, J1888 or J2077 will be utilized to protect electronic equipment.

Power control relays and solenoids will have a direct current (dc) rating of 125 percent of the maximum current for which the circuit is protected.

Visual status indicators will be supplied to identify control safety interlocks and vehicle status. In addition to visual status indicators, audible alarms designed to provide early warning of problems before they become critical will be used.

**VOLTAGE MONITOR SYSTEM**

A voltage monitor system will be provided to indicate the status of each battery system connected to the vehicle's electrical load. The monitor system will provide visual and audio warning when the system voltage is above or below optimum levels.

**POWER AND GROUND STUDS**

Spare circuits will be provided in the primary distribution center for two-way radio equipment.

The spare circuits will consist of the following:

- One (1) 12-volt DC, 30 amp battery direct spare
- One (1) 12-volt DC ground and un-fused switched battery stud located in or adjacent to the power distribution center

**EMI/RFI PROTECTION**

The electrical system proposed will include means to control undesired electromagnetic and radio frequency emissions. State of the art electrical system design and components will be used to ensure radiated and conducted EMI (electromagnetic interference) and RFI (radio frequency interference) emissions are suppressed at their source.

The apparatus proposed will have the ability to operate in the electromagnetic environment typically found in fire ground operations. The contractor will be able to demonstrate the EMI and RFI testing has been done on similar apparatus and certifies that the vehicle proposed meets SAE J551 requirements.

EMI/RFI susceptibility will be controlled by applying immune circuit designs, shielding, twisted pair wiring and filtering. The electrical system will be designed for full compatibility with low level control signals and high powered two-way radio communication systems. Harness and cable routing will be given careful attention to minimize the potential for conducting and radiated EMI-RFI susceptibility.

**ELECTRICAL**

All 12-volt electrical equipment installed by Pierce Manufacturing will conform to modern automotive practices. All wiring will be high temperature crosslink type. Wiring will be run, in loom or conduit, where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers will be provided which conform to SAE Standards. Wiring will be color, function and number coded. Function and number codes will be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors will be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids.

Electrical wiring and equipment will be installed utilizing the following guidelines:

1. All holes made in the roof will be caulked with silicon. Large fender washers, liberally caulked, will be used when fastening equipment to the underside of the cab roof.
2. Any electrical component that is installed in an exposed area will be mounted in a manner that will not allow moisture to accumulate in it. Exposed area will be defined as any location outside of the cab or body.
3. Electrical components designed to be removed for maintenance will not be fastened with nuts and bolts. Metal screws will be used in mounting these devices. Also, a coil of wire will be provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work.
4. Corrosion preventative compound will be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections will have this compound in the plug to prevent corrosion and for easy separation (of the plug).
5. All lights that have their sockets in a weather exposed area will have corrosion preventative compound added to the socket terminal area.
6. All electrical terminals in exposed areas will have silicon (1890) applied completely over the metal portion of the terminal.

All lights and reflectors, required to comply with Federal Motor Vehicle Safety Standard #108, will be furnished. Rear identification lights will be recessed mounted for protection.

Lights and wiring mounted in the rear bulkheads will be protected from damage by installing a false bulkhead inside the rear compartments.

An operational test will be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order.

The results of the tests will be recorded and provided to the purchaser at time of delivery.

**BATTERY SYSTEM**

There will be four (4) 12 volt Exide®, Model 31S950X3W, batteries that include the following features will be provided:

- 950 CCA, cold cranking amps
- 190 amp reserve capacity
- High cycle
- Group 31
- Rating of 3800 CCA at 0 degrees Fahrenheit
- 760 minutes of reserve capacity
- Threaded stainless steel studs

Each battery case will be a black polypropylene material with a vertically ribbed container for increased vibration resistance. The cover will be manifold vented with a central venting location to allow a 45 degree tilt capacity.

The inside of each battery will consist of a "maintenance free" grid construction with poly wrapped separators and a flooded epoxy bottom anchoring for maximum vibration resistance.

**BATTERY SYSTEM**
There will be a single starting system with an ignition switch and starter button provided and located on the cab instrument panel.

**MASTER BATTERY SWITCH**
There will be a master battery switch provided within the cab within easy reach of the driver to activate the battery system.

An indicator light will be provided on the instrument panel to notify the driver of the status of the battery system.

**BATTERY COMPARTMENTS**
Batteries will be placed on non-corrosive mats and stored in well ventilated compartments located under the cab.

Heavy-duty, 2/0 gauge, color coded battery cables will be provided. Battery terminal connections will be coated with anti-corrosion compound.

Battery solenoid terminal connections will be encapsulated with semi-permanent rubberized compound.

**JUMPER STUDS**
One (1) set of battery jumper studs with plastic color-coded covers will be included on the battery compartments.

**BATTERY CHARGER**
There will be an IOTA™, Model DSL 75, battery charger with IQ4, controller provided.

The battery charger will be wired to the AC shoreline inlet through an AC receptacle adjacent to this battery charger.

There will be a Kussmaul™, Model #091-94-12, remote indicator included.

The battery charger will be located in the left body compartment mounted on the left wall as high as possible.

The battery charger indicator will be located on the driver's seat riser.

**AUTO EJECT FOR SHORELINE**
There will be one (1) Kussmaul™, Model 091-55-20-120, 20 amp 120 volt AC shoreline inlet(s) provided to operate the dedicated 120 volt AC circuits on the apparatus.

The shoreline inlet(s) will include red weatherproof flip up cover(s).

There will be a release solenoid wired to the vehicle's starter to eject the AC connector when the engine is starting.

The shoreline(s) will be connected to the battery charger.

There will be a mating connector body supplied with the loose equipment.

There will be a label installed near the inlet(s) that state the following:

- Line Voltage
- Current Ratting (amps)
- Phase
- Frequency

The shoreline receptacle will be located on the driver side of cab, above wheel.

**ALTERNATOR**

A Leece-Neville, Model 4962PA, alternator will be provided. It will have a rated output current of 320 amps, as measured by SAE method J56. The alternator will feature an integral, self diagnostic regulator and rectifier. The alternator will be connected to the power and ground distribution system with heavy-duty cables sized to carry the full rated alternator output.

**ELECTRONIC LOAD MANAGEMENT**

An electronic load management (ELM) system that monitors the vehicles 12-volt electrical system, and automatically reduces the electrical load in the event of a low voltage condition and by doing so, ensures the integrity of the electrical system.

The ELM will monitor the vehicle's voltage while at the scene (parking brake applied). It will sequentially shut down individual electrical loads when the system voltage drops below a preset value. Two (2) separate electrical loads will be controlled by the load manager. The ELM will sequentially re-energize electrical loads as the system voltage recovers.

**HEADLIGHTS**

There will be four (4) JW Speaker®, Model 8800, 4" x 6" rectangular LED lights mounted in the front quad style, chrome housing on each side of the cab grille:

- the outside light on each side will contain a part number 055***1 low beam module
- the inside light on each side will contain a part number 055***1 high beam module
- the headlights to include chrome bezels

The low beam lights will be activated when the headlight switch is on.

The high beam and low beam lights will be activated when the headlight switch and the high beam switch is activated.

**DIRECTIONAL LIGHTS**

There will be two (2) Whelen®, Model C6T*, 5.12" high x 7.56" wide x 1.56" deep amber LED populated arrow directional lights provided on the front of the cab, above the headlights. Each light will be housed in the same quad common bezel as the front warning light. The lens color(s) to be clear.

**INTERMEDIATE LIGHT**

There will be two (2) Weldon, Model 9186-8580-29, amber LED turn signal marker lights furnished, one (1) each side, in the rear fender panel. The light will double as a turn signal and marker light.

**CAB CLEARANCE/MARKER/ID LIGHTS**

There will be seven (7) amber LED lights provided per the following:

- Three (3) amber LED identification lights will be installed in the center of the cab above the windshield.
- Two (2) amber LED clearance lights will be installed, one (1) on each outboard side of the cab above the windshield as close to the outside of the apparatus as practical.
- Two (2) amber LED clearance lights will be installed, one (1) on each side of the cab as high and far forward as practical.

The lights will be installed without guards.

**FRONT CAB SIDE DIRECTIONAL/MARKER LIGHTS**

There will be two (2) Weldon, Model 9186-8580-29, amber LED lights installed front of the cab door, one (1) on each side of the cab.

The lights will activate as marker lights with the headlight switch and directional lights with the corresponding directional circuit.

**REAR CLEARANCE/MARKER/ID LIGHTING**

There will be three (3) LED identification lights located at the rear installed per the following:

- As close as practical to the vertical centerline
- Centers spaced not less than 6.00" or more than 12.00" apart
- Red in color
- All at the same height

There will be two (2) LED lights installed at the rear of the apparatus used as clearance lights located at the rear of the apparatus per the following:

- To indicate the overall width of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the rear
- All at the same height

There will be two (2) LED lights installed on the side of the apparatus used as marker lights as close to the rear as practical per the following:

- To indicate the overall length of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the side
- All at the same height

The lights will be mounted with no guard.

There will be two (2) red reflectors located on the rear of the truck facing to the rear. One (1) each side, as far to the outside as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

There will be two (2) red reflectors located on the side of the truck facing to the side. One (1) each side, as far to the rear as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

Per FMVSS 108 and CMVSS 108 requirements.

**MARKER LIGHTS**

There will be one (1) pair of amber and red LED marker lights with rubber arm, located at the rear most lower corner of the body. The amber lens will face the front and the red lens will face the rear of the truck.

These lights will be activated with the running lights of the vehicle.

**REAR FMVSS LIGHTING**

There will be two (2) wrap around tri-cluster LED modules provided on the face of the rear body compartments.

Each tri-cluster will include the following:

- One (1) LED stop/tail light
- One (1) LED directional light
- One (1) LED backup light

**LICENSE PLATE BRACKET**

There will be one (1) license plate bracket mounted on the rear of the body.

A white LED light will illuminate the license plate. A stainless steel light shield will be provided over the light that will direct illumination downward, preventing white light to the rear.

**BACK-UP ALARM**

A PRECO, Model 1040, solid-state electronic audible back-up alarm that actuates when the truck is shifted into reverse will be provided. The device will sound at 60 pulses per minute and automatically adjust its volume to maintain a minimum ten (10) dBA above surrounding environmental noise levels.

**CAB PERIMETER SCENE LIGHTS**

There will be four (4) Amdor, Model AY-LB-12HW020, 350 lumens each, 20.00" white LED strip lights provided, one (1) for each cab door.

These lights will be activated automatically when the battery switch is on and the exit doors are opened or by the same means as the body perimeter scene lights.

**PUMP HOUSE PERIMETER LIGHTS**

There will be one (1) Amdor, Model AY-LB-12HW020, 350 lumens, 20.00" LED weatherproof strip light with bracket provided under the passenger's side pump panel running board.

If the combination of options in the vehicle does not permit clearance for a 20.00" light, a 12.00" version of the Amdor light will be installed.

The light will be activated when the battery switch is on, and controlled by the same means as the body perimeter lights.

**BODY PERIMETER SCENE LIGHTS**

There will be two (2) Amdor, Model AY-LB-12HW020, 350 lumens, 20.00" long, white LED's, 12 volt DC lights provided at the rear step area of the body, one (1) each side shining to the rear.

The perimeter scene lights will be activated when the parking brake is applied.

**12 VOLT LIGHTING**

There will be one (1) HiViz, part number FT-MB-24-TRGWA-*-**, 2.56" high x 31.11" long x 3.31" deep 8,880 lumens 12 volt DC LED light(s) installed with TRGWA adjustable tilt mounts located upper side body PS . The lights will be supplied with a combination of flood and spot optics.

The painted parts to be white.

The light(s) selected above will be controlled by a switch at the driver's side switch panel and by a switch at the left side pump panel.

These light(s) may be load managed when the parking brake is applied.

**12 VOLT LIGHTING**

There will be one (1) HiViz, part number FT-MB-24-TRGWA-*-**, 2.56" high x 31.11" long x 3.31" deep 8,880 lumens 12 volt DC LED light(s) installed with TRGWA adjustable tilt mounts located upper side body DS. The lights will be supplied with a combination of flood and spot optics.

The painted parts to be white.

The light(s) selected above will be controlled by a switch at the driver's side switch panel and by a switch at the left side pump panel.

These light(s) may be load managed when the parking brake is applied.

**12 VOLT LIGHTING**

There will be one (1) HiViz Model FT-B-46-*-*, 2.56" high x 46.00" long x 2.45" deep 13,306 effective lumens 12 volt DC light with white LEDs provided as far forward as possible on the front cab roof centered. The LEDs will be configured with a combination of flood and spot optics.

The painted parts of the light housing and brackets to be white.

The scene LEDs will be activated by a switch at the driver's side switch panel.

The white LEDs may be load managed when the parking brake is applied.

**WORK LIGHTS**
Two (2)-6.00" Unity AG deck lights will be provided at the rear of the apparatus. The lights will be furnished with a halogen flood bulb.

**REAR SCENE LIGHT(S)**
There will be two (2) Whelen®, Model 6SC0ENZR, gradient LED scene light(s) with Whelen, Model 6EFLANGE, chrome flange(s) installed at the rear of the apparatus, each side rear bulkheads. The light(s) will be surface mounted.

The light(s) will be controlled by a switch at the driver's side switch panel and by a cup switch at the driver's side rear bulkhead.

The light(s) may be load managed when the parking brake is set.

**WALKING SURFACE LIGHT**
There will be Model FRP, 4" round black 12 volt DC LED floodlight(s) with bolt mount provided to illuminate the entire designated walking surface on top of the body.

The light(s) will be activated when the body step lights are on.

**WATER TANK**
The water tank will have a capacity of 500 gallons and will be constructed of polypropylene plastic in a rectangular shape. The joints and seams will be nitrogen welded inside and out. The tank will be baffled in accordance with current NFPA 1901 requirements. The baffles will have vent openings at both the top and bottom of each baffle to permit movement of air and water between compartments. The longitudinal partitions will be constructed of .38" polypropylene plastic and extend from the bottom of the tank through the top cover to allow positive welding. The transverse partitions extend from 4" off the bottom to the underside of the top cover. All partitions interlock and will be welded to the tank bottom and sides. The tank top will be constructed of .50" polypropylene. It will be recessed .38" and will be welded to the tank sides and the longitudinal partitions. It will be supported to keep it rigid during fast filling conditions. Construction will include 2.00" polypropylene dowels spaced no more than 30.00" apart and welded to the transverse partitions. Two of the dowels will be drilled and tapped (.50" diameter, 13.00" deep) to accommodate lifting eyes. A sump will be provided at the bottom of the water tank. The sump will include a drain plug and the tank outlet. Tank will be installed in a fabricated "cradle" assembly constructed of aluminum. Sufficient crossmembers are provided to properly support bottom of tank. Crossmembers are constructed of aluminum channel. Tank "floats" in cradle to avoid torsional stress caused by chassis frame flexing. Rubber cushions, .50 x 3.00", are placed on all horizontal surfaces that the tank rests on. Stops are provided to prevent an empty tank from bouncing excessively while moving vehicle. Tank mounting system is approved by the manufacturer.

Fill tower will be constructed of .50" polypropylene and will be a minimum of 8.00" wide x 14.00" long.

Fill tower will be furnished with a .25" thick polypropylene screen and a hinged cover.

An overflow pipe, constructed of 4.00" schedule 40 polypropylene, will be installed approximately halfway down the fill tower and extend through the water tank and exit to the rear of the rear axle.

**HOSE BED**

The hose bed will be fabricated of .125" 5052-H32 aluminum with a tensile strength range of 31,000 to 38,000 psi. The sides of the hose bed will not form any portion of the fender compartments. The upper and rear edges of the hose bed side panels will have a double break for rigidity. The hose bed will be located ahead of the ladder turntable.

There will be two (2) hose chutes to the rear of the hose bed on the left and right sides to allow for payout/removal of the hose.

The hose bed flooring will consist of removable aluminum grating with a top surface that is perforated to aid in hose aeration.

The hose bed/cargo area walls will be unpainted and dual action finished.

Hose capacity will be a minimum of 1000' of 5.00" large diameter hose.

**AERIAL HOSE BED HOSE RESTRAINT**

The hose in the hose beds will be restrained by black nylon Velcro® straps at the top of the hose bed and 1.00" black nylon web design with a 2.00" box pattern at the rear of the hose beds. The Velcro strap will be installed to the top of the hose bed side sheets. The rear webbing will have 1.00" web straps that loop through footman loops and fasten with spring clip and hook fasteners.

There will be one (1) hose bed divider(s) will be furnished for separating hose.

Partition construction will consist of a .25" aluminum sheet. The divider will be unpainted.

The partition will be fully adjustable by sliding in tracks.

The divider will be held in place by tightening four (2) bolts, one (1) at each end.

Acorn nuts will be installed on all bolts in the hose bed which have exposed threads.

**RUNNING BOARDS**

The running boards will be fabricated of 0.125" bright aluminum treadplate and supported by structural steel angle assemblies bolted to the chassis frame rails.

Running boards will be 13.00" deep and are spaced away from the body 0.50".

A splash guard will be provided to keep road dirt or water from splashing up onto the pump panels.

The running boards will have a riser on the body to protect the painted surface from damage by stepping on the running boards.

The entire surface of the running boards will be covered with bright aluminum treadplate.

**TURNTABLE STEPS**

Access to the turntable will be provided by a set of steps.

The access steps will be located at the center rear of the unit.

All steps will have a height no greater than 17.00" from top surface to top surface.

The steps will be constructed of bright aluminum treadplate with Morton Cass inserts.

The bottom step will be a camper style pull out and have a step height not exceeding 24.00" from the ground to the top surface of the step at any time.

Handrails will be provided for the access steps.

The step in front of the rear compartment will swing up for access to the compartment and be able to be locked in an up or down position. This step will be connected to the "Do Not Move Truck" indicator.

**STEP LIGHTS**

There will be seven (7) white LED step lights provided for the aerial turntable access steps. One (1) light will be provided on either side of the steps leading to the aerial turntable, and one (1) light will be provided for the top flip up step.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light.

The step lights will be actuated by the aerial master switch in the cab.

**75' HAL QUINT REAR WALL - BODY MATERIAL**

The rear wall will be smooth and the same material as the body. The center section as well as any inboard facing surfaces of the rear wall will be aluminum treadplate.

**TOW EYES**

Two (2) rear painted tow eyes will be located at the rear of the apparatus and will be mounted directly to the frame rails. The inner and outer edges of the tow eyes will be radiused.

**RUNNING BOARD HOSE RESTRAINT**

A pair of 2.00" wide black nylon straps with Velcro fasteners will be provided for each hose tray to secure the hose during travel. There will be One (1) hose tray located in the right side running board.

**HOSE TRAY**

One (1) hose tray will be recessed in the right hand side running board.

Capacity of the tray will be 100' of 1.50" hose.

Rubber matting will be installed on the floor of the tray to provide proper ventilation. Drain holes will be provided.

**COMPARTMENTATION**

Compartmentation will be fabricated of .125" 5052 aluminum.

Side compartments will be an integral assembly with the rear fenders.

Circular fender liners will be provided. For prevention of rust pockets and ease of maintenance, the fender liners will be formed from aluminum and removable for maintenance.

Compartment flooring will be of the sweep out design with the floor higher than the compartment door lip.

Drip protection will be provided above the doors by means of bright aluminum extrusion, formed bright aluminum treadplate or polished stainless steel.

The top of the compartment will be covered with bright aluminum treadplate rolled over the edges on the front, rear and outward side. These covers will have the corners welded.

Side compartment covers will be separate from the compartment tops.

All screws and bolts, which are not Grade 8, will be stainless steel and where they protrude into a compartment will have acorn nuts on the ends to prevent injury.

**UNDERBODY SUPPORT SYSTEM**

Due to the severe loading requirements of this aerial, a method of body and compartment support suitable for the intended load will be provided.

The backbone of the body support system will begin with the chassis frame rails, which is the strongest component of the chassis and is designed for sustaining maximum loads. The support system will include lateral frame rail extensions that are formed from .25" 80k steel and bolted to the chassis frame rails with .625" diameter Grade 8 bolts. The vertical and horizontal members of the frame rail extensions are to be reinforced with welded gussets and extend to the outside edge of the body.

An aluminum body structure will be mounted on the top of these supports to create a floating substructure which will result in an 800 lb equipment support rating per lower compartment and provide up to .31" accumulative floor thickness.

The floating substructure will be separated from the lateral frame extensions with neoprene elastomer isolators. These isolators will reduce the natural flex stress of the chassis from being transmitted to the body.

The isolators will have a broad load range, proven viability in vehicular applications, be of a fail-safe design and allow for all necessary movement in three (3) transitional and rotational modes.

**AGGRESSIVE WALKING SURFACE**

All exterior surfaces designated as stepping, standing, and walking areas will comply with the required average slip resistance of the current NFPA standards.

**LOUVERS**

All body compartments will be vented to provide one (1) way airflow out of the compartment that prevents water and dirt from gaining access to the compartment.

**TESTING OF BODY DESIGN**

Body structural analysis will be fully tested. Proven engineering and test techniques such as finite element analysis, model analysis, and strain gauging have been performed with special attention given to fatigue, life and structural integrity of the body and substructure.

The body will be tested while loaded to its greatest in-service weight.

The criteria used during the testing procedure will include:

- Raising opposite corners of the vehicle tires 9.00" to simulate the twisting a truck may experience when driving over a curb.

- Making a 90 degree turn, while driving at 20 mph to simulate aggressive driving conditions.

- Driving the vehicle on at 35 mph on a washboard road.

- Driving the vehicle at 55 mph on a smooth road.

- Accelerating the vehicle fully, until reaching the approximate speed of 45 mph on rough pavement.

**LEFT SIDE COMPARTMENTATION**

The full height roll-up door compartment ahead of the rear wheels will be approximately 61.50" wide x 64.00" high x 26.00" deep inside the lower 25.50" and 12.00" deep inside the upper portion with a clear door opening of approximately 58.75" wide x 57.00" high.

There will be two (2) roll-up door compartments above the wheelwell and stabilizer. Each compartment will be approximately 40.50" wide x 25.25" high x 12.00" deep inside with a clear door opening of approximately 37.75" wide x 19.75" high. There will be no partition between these compartments.

All compartments will include a drip pan below the roll of the door.

The full height roll-up door compartment behind the stabilizer will be approximately 47.00" wide x 57.00" high x 26.00" deep inside the lower 25.50" and 12.00" deep in the upper portion with a clear door opening of approximately 44.25" wide x 52.00" high.

The compartment will include a drip pan below the roll of the door.

**RIGHT SIDE COMPARTMENTATION**

The full height roll-up door compartment ahead of the rear wheels will be 61.50" wide x 64.00" high x 26.00" deep inside the lower 25.50" and 12.00" deep inside the upper portion with a clear door opening of 58.75" wide x 57.00" high.

There will be two (2) roll-up door compartments above the wheelwell and stabilizer. Each compartment will be 40.50" wide x 25.25" high x 12.00" deep inside with a clear door opening of 37.75" wide x 19.75" high. There will be no partition between these compartments.

All compartments will include a drip pan below the roll of the door.

The full height roll-up door compartment behind the stabilizer will be 47.00" wide x 57.00" high x 26.00" deep inside the lower 25.50" and 12.00" deep in the upper portion with a clear door opening of 44.25" wide x 50.00" high.

The compartment will include a drip pan below the roll of the door.

**REAR COMPARTMENT**

A compartment will be provided at the rear of the unit.

Compartment will be 30.00" wide x 26.75" high x 14.00" deep with a clear door opening of 24.00" wide x 25.75" high.

The compartment will be furnished with a satin finish roll-up door.

**SIDE COMPARTMENT ROLLUP DOORS**

There will be eight (8) compartment doors installed on the side compartments. The Gortite doors will be double faced aluminum construction and painted one (1) color to match the lower portion of the body.

Lath sections will be an interlocking rib design and will be individually replaceable without complete disassembly of door.

Between each slat at the pivoting joint will be a PVC inner seal to prevent metal to metal contact and prevent dirt or moisture from entering the compartments. Seals will allow door to operate in extreme temperatures ranging from plus 180 to minus 40 degrees Fahrenheit. Side, top and bottom seals will be provided to resist ingress of dirt and weather and be made of Santoprene.

All hinges, barrel clips and end pieces will be nylon 66. All nylon components will withstand temperatures from plus 300 to minus 40 degrees Fahrenheit.

A polished stainless steel lift bar to be provided for each roll-up door. Lift bar will be located at the bottom of door and have latches on the outer extrusion of the doors frame. A ledge will be supplied over lift bar for additional area to aid in closing the door.

Doors will be constructed from an aluminum box section. The exterior surface of each slat will be flat. The interior surfaces will be concave to provide strength and prevent loose equipment from jamming the door from inside.

To conserve space in the compartments, the spring roller assembly will not exceed 3.00" in diameter.

The header for the rollup door assembly will not exceed 4.00".

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

**REAR BUMPER**

An aluminum rubrail will be provided at the rear of the unit. It will extend the full width of the compartments.

**COMPARTMENT LIGHTING**

There will be nine (9) compartment(s) with two (2) white 12 volt DC LED compartment light strips. The dual light strips will be centered vertically along each side of the door framing. There will be two (2) light strips per compartment.The dual light strips will be in all body compartment(s).

Any remaining compartments without light strips will have a 6.00" diameter Truck-Lite, Model: 79384 light. Each light will have a number 1076 one filament, two wire bulb.

Opening the compartment door will automatically turn the compartment lighting on.

**MOUNTING TRACKS**

There will be recessed tracks installed vertically to support the adjustable shelf(s).

Tracks will not protrude into any compartment in order to provide the greatest compartment space and widest shelves possible.

The tracks will be provided in each compartment except for the one that contains the pump operator's panel.

**ADJUSTABLE SHELVES**

There will be six (6) shelves with a capacity of 500 lb provided.

The shelf construction will consist of .188" aluminum painted spatter gray with 2.00" sides.

Each shelf will be infinitely adjustable by means of a threaded fastener, which slides in a track.

The shelves will be held in place by .12" thick stamped plated brackets and bolts.

The location(s) will be in RS2 centered between the floor and the ceiling, in RS3 centered between the floor and the ceiling, in RS1 in the upper third, in LS1 centered between the floor and ceiling, in LS2 centered between the floor and ceiling and in LS1 in the upper third.

**SLIDE-OUT FLOOR MOUNTED TRAY**

There will be four (4) floor mounted slide-out tray(s) provided.

Each tray will have 2.00" high sides and a minimum capacity rating of 500 lb in the extended position.

Each tray will be constructed of aluminum painted spatter gray

There will be two undermount-roller bearing type slides rated at 250lb each provided. The pair of slides will have a safety factor rating of 2.

To ensure years of dependable service, the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117.

To ensure years of easy operation, the slides will require no more than a 50lb force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a

heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request.

Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for the locks will be located at the front of the tray for ease of use with a gloved hand.

The location(s) will be RS1, RS4, LS1 and LS4.

**SWING OUT TOOLBOARD**

A swing out aluminum toolboard will be provided.

It will be a minimum of .188" thick with .203" diameter holes in a pegboard pattern with 1.00" centers between holes.

A 1.00" x 1.00" aluminum tube frame will be welded to the edge of the pegboard.

The board will be mounted on a pivoting device at the front of the compartment on the top and bottom to allow easy movement in and out of the compartment. The maximum tool load will be 400 lb.

The board will have positive lock in the stowed and extended position.

The board will be mounted on adjustable tracks from front to back within the compartment.

There will be One (1) toolboard(s) provided. The toolboard(s) will be spatter gray painted and installed in LS2.

**215 LB AIR BAG/CRIB STORAGE**

A storage area will be installed under the right side front body. Construction will be of bright aluminum treadplate with an aluminum slide out drawer and a "D" ring handle. The outer panel of the drawer will be covered in DA finished.

The compartment will have the capacity to hold up to 215 of equipment. The exterior dimensions of the compartment will be approximately 8.19" high x 55.62" wide x a maximum of 26.00" deep.

**PEGBOARD**

There will be 3/16" thick aluminum pegboard spatter gray painted will be installed on the back wall of one (1) compartments. It will be mounted using two (2) horizontal tracks. Retainers will be used to mount the pegboard to the tracks. The pegboard(s) installed will be on the upper standard depth section of the compartment. The holes will be .203" diameter, punched 1.00" on center. Pegboard will be provided in the following compartments: LS2.

**RUB RAIL**

Bottom edge of the side compartments will be trimmed with a bright aluminum extruded rub rail.

Trim will be 3.12" high with 1.50" flanges turned outward for rigidity.

The rub rails will not be an integral part of the body construction, which allows replacement in the event of damage.

**BODY FENDER CROWNS**
Polished stainless steel fender crowns will be provided around the rear wheel openings.

An unpainted fender liner will be provided to avoid paint chipping. The liners will be removable to aid in the maintenance of rear suspension components.

A dielectric barrier will be provided between the fender crown fasteners (screws) and the fender sheet metal to prevent corrosion.

The fender crowns will be held in place with stainless steel screws that thread directly into a composite nut and not directly into the parent body sheet metal to eliminate dissimilar metals contact and greatly reduce the chance for corrosion.

**HARD SUCTION HOSE**
Hard suction hose will not be required.

**HANDRAILS**
The handrails will be 1.25" diameter knurled aluminum to provide a positive gripping surface.

Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.

Drain holes will be provided in the bottom of all vertically mounted handrails.

Handrails will be provided to meet NFPA 1901 section 15.8 requirements. The handrails will be installed as noted on the sales drawing.

There shall be no step below the right side runningboard.

**AIR BOTTLE STORAGE**
A total of three (3) air bottle compartments will be provided and located on the left side behind the rear wheel, on the right side ahead of the rear wheel and on the right side behind the rear wheel. The air bottle compartment will be 14.00" wide x 7.50" tall x 26.00" deep. A polished stainless steel door with a chrome plated flush lift & turn latch will be provided to contain the air bottle. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

Inside the compartment, black rubber matting will be provided.

**AIR BOTTLE STORAGE INSERT**
A total of three (3) inserts will be provided for the air bottle storage compartments.

The inserts will be "V" shaped and be formed from composite materials.

**EXTENSION LADDER**
There will be a 35' three (3) section aluminum Duo-Safety Series 1225-A extension ladder provided.

**AERIAL EXTENSION LADDER**
There will be one (1) 24' two (2) section aluminum Series 900-A extension ladder(s) provided and located in the ladder storage compartment.

**ROOF LADDERS**
There will be two (2) 16' aluminum Duo-Safety Series 875-A roof ladders provided.

**AERIAL FOLDING LADDER**
There will be one (1) 10' aluminum Duo-Safety Series 585-A folding ladder(s) provided and located in the ladder storage compartment.

**GROUND LADDER STORAGE**
Ladder tunnels will be provided at the rear of the apparatus on either side of the turntable.

Tunnels will be capable of holding up to two (2) two-section pumper style ladders on each side not in excess of 22.00" wide or 5-13/16" in thickness.

The ladders will be held captive top and bottom by stainless steel tracks. A polyethylene wear plate will be provided to prevent ladders from being scuffed by contacting metal parts. The plate will be mounted to the bottom of the entrance area of the ladder tunnels.

All ladders will be removable individually without having to remove any other ladder.

A Velcro® strap will be provided to help contain the ladders.

A smooth aluminum door will be provided on each ladder tunnel.

**BACKBOARD STORAGE**
A transverse area over the pump and rearward of the cargo area will hold one (1) storage trough.

A blister will be supplied at each side to enclose the backboards due to their length.

The backboards will be accessible from either side of the vehicle through the aluminum treadplate door(s) with a lift and turn latch. The door(s) will be hinged along the rearward edge.

The size of the backboard(s) to be stored will be 74.00" long x 18.00" wide x 2.00" high.

**PIKE POLES**
There will be one (1) Fire Hooks Unlimited NHF-12, 12' pike pole(s) with fiberglass handles provided. The pike pole(s) will be stored on the apparatus.

**10' PIKE POLE**
One (1) pike pole 10' long Duo Safety with a fiberglass handle, will be provided.

**3' PIKE POLE**
There will be one (1) New York roof hook pike pole(s), Fire Hooks Unlimited RH-3 with d-handle and fiberglass pole provided.

**PIKE POLE STORAGE IN TORQUE BOX/LADDER STORAGE**
There will be ABS tubing provided in the torque box/ladder storage area for a total of six (6) pike poles.

If the head of a pike pole can come into contact with a painted surface, a stainless steel scuffplate will be provided.

**PUMP COMPARTMENT**

The pump compartment will be separate from the hose body and compartments so that each may flex independently of the other. The pump compartment will be constructed of the same material as the body compartmentation.

The pump compartment substructure will be a fabricated assembly of steel tubing, angles and channels which supports both the fire pump and the side running boards.

The pump compartment will be mounted on the chassis frame rails with rubber biscuits in a four point pattern to allow for chassis frame twist.

Pump compartment, pump, plumbing and gauge panels will be removable from the chassis in a single assembly.

**PUMP MOUNTING**

Pump will be mounted to a substructure which will be mounted to the chassis frame rail using rubber isolators. The mounting will allow chassis frame rails to flex independently without damage to the fire pump.

**LEFT SIDE PUMP CONTROL PANELS**

All pump controls and gauges will be located at the left (driver's) side of the apparatus and properly identified.

Layout of the pump control panel will be ergonomically efficient and systematically organized.

The pump operator's control panel will be removable in two (2) main sections for ease of maintenance:

The upper section will contain sub panels for the mounting of the pump pressure control device, engine monitoring gauges, electrical switches, and foam controls (if applicable). Sub panels will be removable from the face of the pump panel for ease of maintenance. Below the sub panels will be located all valve controls and line pressure gauges.

The lower section of the panel will contain all inlets, outlets, and drains.

All push/pull valve controls will have 1/4 turn locking control rods with polished chrome plated zinc tee handles. Guides for the push/pull control rods will be chrome plated zinc castings securely mounted to the pump panel. Push/pull valve controls will be capable of locking in any position. The control rods will pull straight out of the panel and will be equipped with universal joints to eliminate binding.

**IDENTIFICATION TAGS**

The identification tag for each valve control will be recessed in the face of the tee handle.

All discharge outlets will have color coded identification tags, with each discharge having its own unique color. Color coding will include the labeling of the outlet and the drain for each corresponding discharge.

All line pressure gauges will be mounted directly above the corresponding discharge control tee handles and recessed within the same chrome plated casting as the rod guide for quick identification. The gauge and rod guide casting will be removable from the face of the pump panel for ease of maintenance. The casting will be color coded to correspond with the discharge identification tag.

All remaining identification tags will be mounted on the pump panel in chrome plated bezels.

The pump panel on the right (passenger's) side will be removable with lift and turn type fasteners.

Trim rings will be installed around all inlets and outlets.

**PUMP**

Pump will be a Waterous CSU, 1500 gpm single (1) stage midship mounted centrifugal type.

Pump will be the class "A" type.

Pump will deliver the percentage of rated discharge at pressures indicated below:

- 100% of rated capacity at 150 psi net pump pressure.

-70% of rated capacity at 200 psi net pump pressure.

-50% of rated capacity at 250 psi net pump pressure.

Pump body will be close-grained gray iron, bronze fitted, and horizontally split in two (2) sections for easy removal of the entire impeller shaft assembly (including wear rings).

Pump will be designed for complete servicing from the bottom of the truck, without disturbing the pump setting or apparatus piping.

Pump case halves will be bolted together on a single horizontal face to minimize chance of leakage and facilitate ease of reassembly. No end flanges will be used.

Discharge manifold of the pump will be cast as an integral part of the pump body assembly and will provide a minimum of three (3) 3.50" openings for flexibility in providing various discharge outlets for maximum efficiency.

The three (3) 3.50" openings will be located as follows: one (1) outlet to the right of the pump, one (1) outlet to the left of the pump, and one (1) outlet directly on top of the discharge manifold.

Impeller shaft will be stainless steel, accurately ground to size. It will be supported at each end by sealed, anti-friction ball bearings for rigid precise support. Impeller will have flame plated hubs assuring maximum pump life and efficiency despite any presence of abrasive matter in the water supply.

Bearings will be protected from water and sediment by suitable stuffing boxes, flinger rings, and oil seals. No special or sleeve type bearings will be used.

**PUMP PACKING**

Stuffing boxes will be of the conventional two (2) piece, split-gland type, to permit adjustment or replacement of Grafoil packing without disturbing the pump. Water will be fed into stuffing box lantern rings for proper lubrication and cooling when the pump is operating.

Lantern rings will be located at the inner ends of the stuffing boxes, to avoid having to remove them when replacing pump packing.

Wear rings will be bronze and easily replaceable to restore original pump efficiency and eliminate the need to replace the entire pump casing due to wear.

**PUMP TRANSMISSION**

The pump transmission will be made of a three (3) piece, aluminum, horizontally split casing. Power transfer to pump will be through a high strength Morse HY-VO silent drive chain. By the use of a chain rather than gears, 50% of the sprocket will be accepting or transmitting torque, compared to two (2) or three (3) teeth doing all the work.

Drive shafts will be 2.35" diameter hardened and ground alloy steel and supported by ball bearings. The case will be designed to eliminate the need for water cooling.

**PUMPING MODE**

An interlock system will be provided to ensure that the pump drive system components are properly engaged so that the apparatus can be safely operated. The interlock system will be designed to allow stationary pumping only.

**AIR PUMP SHIFT**

Pump shift engagement will be made by a two (2) position sliding collar, actuated pneumatically (by air pressure), with a three (3) position air control switch located in the cab. A manual back-up shift control will also be located on the left side pump panel.

Two (2) indicator lights will be provided adjacent to the pump shift inside the cab. One (1) green light will indicate the pump shift has been completed and be labeled "pump engaged". The second green light will indicate when the pump has been engaged, and that the chassis transmission is in pump gear. This indicator light will be labeled "OK to pump".

The pump shift will be interlocked to prevent the pump from being shifted out of gear when the chassis transmission is in gear to meet NFPA requirements.

The pump shift control in the cab will be illuminated to meet NFPA requirements.

**TRANSMISSION LOCK-UP**

The direct gear transmission lock-up for the fire pump operation will engage automatically when the pump shift control in the cab is activated.

**AUXILIARY COOLING SYSTEM**

A supplementary heat exchange cooling system will be provided to allow the use of water from the discharge side of the pump for cooling the engine water. The heat exchanger will be a separate unit.

The heat exchanger will be installed in the pump or engine compartment with the control located on the pump operator's control panel. Exchanger will be plumbed to the master drain valve.

**INTAKE RELIEF VALVE - PUMP**

There will be One (1) Elkhart Style 40 relief valve(s) installed on the suction side of the pump preset at 125 psig.

The relief valve(s) will have a working range of 75 psi to 250 psi.

The outlet will terminate below the frame rails with a 2.50" National Standard hose thread adapter and will have a "do not cap" warning tag.

The relief valve pressure control will be located behind behind the right side pump panel with a stainless steel access door .

**PRESSURE CONTROLLER**

A Pierce Pump Boss Model PBA300 pressure governor will be provided.

A pressure transducer will be installed in the water discharge manifold on the pump.

The display panel will be located at the pump operator's panel.

**PRIMING PUMP**

The priming pump will be a Trident Emergency Products compressed air powered, high efficiency, multistage venturi based AirPrime System, conforming to standards outlined in the current edition of NFPA 1901.

All wetted metallic parts of the priming system are to be of brass and stainless steel construction.

One (1) priming control will open the priming valve and start the pump primer.

**PUMP MANUALS**

There will be a total of two (2) pump manuals provided by the pump manufacturer and furnished with the apparatus. The manuals will be provided by the pump manufacturer in the form of two (2) electronic copies. Each manual will cover pump operation, maintenance, and parts.

**PLUMBING, STAINLESS STEEL AND HOSE**

All inlet and outlet lines will be plumbed with either stainless steel pipe, flexible polypropylene tubing or synthetic rubber hose reinforced with hi-tensile polyester braid. All hose's will be equipped with brass or stainless steel couplings. All stainless steel hard plumbing will be a minimum of a schedule 10 wall thickness.

Where vibration or chassis flexing may damage or loosen piping or where a coupling is required for servicing, the piping will be equipped with victaulic or rubber couplings.

Plumbing manifold bodies will be ductile cast iron or stainless steel.

All piping lines are to be drained through a master drain valve or will be equipped with individual drain valves. All drain lines will be extended with a hose to drain below the chassis frame.

All water carrying gauge lines will be of flexible polypropylene tubing.

All piping, hose and fittings will have a minimum of a 500 PSI hydrodynamic pressure rating.

**FOAM SYSTEM PLUMBING**

All piping that is in contact with the foam concentrate or foam/water solution will be stainless steel. The fittings will be stainless steel or brass. Cast iron pump manifolds will be allowed.

**MAIN PUMP INLETS**

A 6.00" pump manifold inlet will be provided on each side of the vehicle. The suction inlets will include removable die cast zinc screens that are designed to provide cathodic protection for the pump, thus reducing corrosion in the pump.

**SHORT SUCTION TUBE(S)**

The suction tube(s) on the water pump will have short suction tube(s) installed to allow for installation of adapters, elbows or intake valves without excessive overhang.

**MAIN PUMP INLET CAP**

The main pump inlets will have National Standard Threads with a long handle chrome cap.

The cap will be the Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

**VALVES**

All ball valves will be Akron® Brass. The Akron valves will be the 8000 series heavy-duty style with a stainless steel ball and a simple two-seat design. No lubrication or regular maintenance is required on the valve.

Valves will have a **ten (10) year** warranty.

The location of the valve for the one (1) inlet will be recessed behind the pump panel.

**INLET CONTROL**

The side auxiliary inlet(s) will incorporate a quarter-turn ball valve with the control located at the inlet valve. The valve operating mechanism will indicate the position of the valve.

**LEFT SIDE INLET**

There will be one (1) auxiliary inlet with a 2.50" valve at the left side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter.

The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

**RIGHT SIDE INLET**

There will be one (1) auxiliary inlet with a 2.50" valve at the right side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter.

The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

**INLET BLEEDER VALVE**

A 0.75" bleeder valve will be provided for each side gated inlet. The valves will be located behind the panel with a swing style handle control extended to the outside of the panel. The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage. The water discharged by the bleeders will be routed below the chassis frame rails.

**TANK TO PUMP**

The booster tank will be connected to the intake side of the pump with stainless steel piping and a quarter turn 3.00" full flow line valve with the control remotely located at the operator's panel. Tank to pump line will run straight (no elbows) from the pump into the front face of the water tank and angle down into the tank sump. A rubber coupling will be included in this line to prevent damage from vibration or chassis flexing.

A check valve will be provided in the tank to pump supply line to prevent the possibility of "back filling" the water tank.

**TANK REFILL**

A 1.50" combination tank refill and pump re-circulation line will be provided, using a quarter-turn full flow ball valve controlled from the pump operator's panel.

**DISCHARGE OUTLET CONTROLS**

The discharge outlets will incorporate a quarter-turn ball valve with the control located at the pump operator's panel. The valve operating mechanism will indicate the position of the valve.

If a handwheel control valve is used, the control will be a minimum of a 3.9" diameter stainless steel handwheel with a dial position indicator built in to the center of the handwheel.

Any 3.00 inch or larger discharge valve will be a slow-operating valve in accordance with NFPA 16.7.5.3.

**LEFT SIDE DISCHARGE OUTLETS**

There will be Two (2) discharge outlets with a 2.50" valve on the left side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.

**LEFT SIDE OUTLET ELBOWS**

The 2.50" discharge outlets located on the left side pump panel will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

**RIGHT SIDE DISCHARGE OUTLETS**

There will be One (1) discharge outlet with a 2.50" valve on the right side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.

**RIGHT SIDE OUTLET ELBOWS**

The 2.50" discharge outlets located on the right side pump panel will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

There will be One (1) discharge outlet with a 3.00" valve on the right side of the apparatus, terminating with a 4.00" (M) National Standard hose thread adapter. The outlet will be controlled at the operator's panel.

Any 3.00 inch or larger discharge valve will be a slow-operating valve in accordance with NFPA 16.7.5.3.

**ADDITIONAL RIGHT SIDE OUTLET ELBOWS**

The 4.00" outlet will be furnished with a 4.00" (F) National Standard hose thread x 5.00" Storz elbow adapter with Storz cap.

**FRONT DISCHARGE OUTLET**

There will be one (1) 1.50" discharge outlet piped to the front of the apparatus and located in the center bumper tray.

Plumbing will consist of 2.00" piping and flexible hose with a 2.00" ball valve with control at the pump operator's panel. A fabricated weldment made of stainless steel pipe will be used in the plumbing where appropriate. The piping will terminate with a 1.50" NST with 90 degree stainless steel swivel.

There will be automatic drains provided at all low points of the piping.

**DISCHARGE CAPS/ INLET PLUGS**

Chrome plated, rocker lug, caps with chain will be furnished for all discharge outlets 1.00" thru 3.00" in size, besides the pre-connected hose outlets.

Chrome plated, rocker lug, plugs with chain will be furnished for all auxiliary inlets 1.00" thru 3.00" in size.

The caps and plugs will incorporate a thread design to automatically relieve stored pressure in the line when disconnected.

**OUTLET BLEEDER VALVE**

A 0.75" bleeder valve will be provided for each outlet 1.50" or larger. Automatic drain valves are acceptable with some outlets if deemed appropriate with the application.

The valves will be located behind the panel with a swing style handle control extended to the outside of the side pump panel. The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage. Bleeders will be located at the bottom of the pump panel.

They will be properly labeled identifying the discharge they are plumbed in to. The water discharged by the bleeders will be routed below the chassis frame rails.

**AERIAL OUTLET**

The aerial waterway will be plumbed from the pump to the water tower line with 5.00" pipe and a 4.00" Akron valve. The handwheel control for the waterway valve will be located at the pump operator's panel.

An indicator will be provided to show the position of the valve.

**CROSSLAY HOSE BEDS**

Two (2) crosslays with 1.50" outlets will be provided. Each bed to be capable of carrying 200' of 1.75" double jacketed hose and will be plumbed with 2.00" i.d. pipe and gated with a 2.00" quarter turn ball valve.

Outlets to be equipped with a 1.50" National Standard hose thread 90 degree swivel located in the hose bed so that hose may be removed from either side of apparatus.

The crosslay controls will be at the pump operator's panel.

The center crosslay dividers will be fabricated of 0.25" aluminum and will provide adjustment from side to side. The divider will be unpainted with a brushed finish.

Vertical scuffplates constructed of stainless steel will be provided at the front and rear ends of the bed on each side of vehicle.

Crosslay bed flooring will consist of removable perforated brushed aluminum.

**2.50" CROSSLAY HOSE BED**

One (1) crosslay with 2.50" outlets will be provided. This bed to be capable of carrying 200' of 2.50" double jacketed hose and will be plumbed with 2.50" i.d. pipe and gated with a 2.50" quarter turn ball valve.

Outlet to be equipped with a 2.50" National Standard hose thread 90 degree swivel located in the hose bed so that hose may be removed from either side of apparatus.

The crosslay control will be at the pump operator's panel.

The center crosslay dividers will be fabricated of 0.25" aluminum and will provide adjustment from side to side. The divider will be unpainted with a brushed finish. The remainder of the crosslay bed will be painted job color.

Stainless steel vertical scuffplates will be provided at hose bed ends (each side of vehicle). Bottom of hose bed ends (each side) will also be equipped with a stainless steel scuffplate.

Crosslay bed flooring will consist of removable perforated brushed aluminum.

**CROSSLAY/DEADLAY HOSE RESTRAINT**

Elastic netting will be provided across the top and ends of two (2) crosslay/deadlay opening(s) to secure the hose during travel. The netting will be permanently attached at the top center of the crosslay/deadlay bed and removable on each end.

**FOAM SYSTEM**

There will be a Hypro/Foam Pro, Model 1601, direct injection foam proportioning system furnished and installed on the apparatus.

The system will be a single agent system capable of handling Class A foam concentrate.

The foam system will be plumbed to two (2) discharges. The discharges capable of dispensing foam will be front 1.5 - DS 2.5 outlets .

The proportioning operation will be based on an accurate direct measurement of water flows with no water flow restriction. The foam system will be installed in accordance with the manufacturer recommendations.

The system will be equipped with a control module. It will be installed on the pump operator's panel and enable the pump operator to perform the following functions:

Activate the foam system.

Change foam concentrate proportioning rates from .1 percent to 1 percent.

Flash a low concentrate warning light when the foam concentrate tank runs low of concentrate and in two (2) minutes if foam concentrate is not added to tank shut the foam pump down.

The foam system will have a 12volt, 1/3 hp electric motor driven positive displacement piston type foam concentrate pump with a rated capacity of 1.0 gpm @ 200 psi with a maximum operating pressure of 400 psi.

A full flow check valve will be provided in the discharge piping to prevent foam contamination of the fire pump and water tank.

A 5 psi opening pressure check valve will be installed in the concentrate line.

**FOAM TANK**

The foam tank will be an integral portion of the polypropylene water tank. The cell will have a capacity of 25 gallons of foam with the intended use of Class A foam. The foam cell will reduce the capacity of the water tank. The foam cell will have a screen in the fill dome and a breather in the lid.

**FOAM TANK DRAIN**

The foam tank drain will be a 1.00" drain valve located inside the pump compartment accessible through a door on the right side pump panel.

**PUMP PANEL CONFIGURATION**

The pump panel configuration will be arranged and installed in an organized manner that will provide user-friendly operation.

**PUMP OPERATOR'S PLATFORM**

A pull out, flip down platform will be provided at the pump operator's control panel.

The front edge and the top surface of the platform will be made of DA finished aluminum with a Morton Cass insert.

The platform will be approximately 13.75" deep when in the stowed position and approximately 22.00" deep when extended. The platform stepping surface will be 35.00" wide. The platform will lock in the retracted and the extended position.

The platform will be wired to the "step not stowed" indicator in the cab.

**PUMP OPERATOR'S PLATFORM PERIMETER LIGHT**

There will be an On Scene Solutions, Model Night Stick Access, 20.00" white 12 volt DC LED strip light provided to illuminate the ground area.

**PUMP AND GAUGE PANEL**

The pump and gauge panels will be constructed of aluminum with a black vinyl finish. A polished aluminum trim molding will be provided around each panel.

**PUMP ACCESS**

**Right Side Panel**

The right side upper pump panel will be removable.

**Panel Fastener**

The removable panels will be secured with chrome flush lift and turn latch .

The left side pump panels will be attached with screws.

The right side lower pump panel (drain bank) will be attached with screws.

**PUMP COMPARTMENT LIGHT**

There will be one (1) Whelen®, Model 3SC0CDCR, 3.00" white 12 volt DC LED light(s) with Whelen, Model 3FLANGEC, flange(s) installed in the pump compartment.

There will be a switch accessible through a door on the pump panel included with this installation.

Engine monitoring graduated LED indicators will be incorporated with the pressure controller.

Also provided at the pump panel will be the following:

- Master Pump Drain Control

**THROTTLE READY GREEN INDICATOR LIGHT**

There will be a green indicator light integrated with the pressure governor and/or engine throttle installed on the pump operators panel that is activated when the pump is in throttle ready mode.

**OK TO PUMP INDICATOR LIGHT**

There will be a green indicator light installed on the pump operators panel that is activated when the pump is in Ok To Pump mode.

**VACUUM AND PRESSURE GAUGES**

The pump vacuum and pressure gauges will be liquid filled and manufactured by Class 1 Incorporated ©.

The gauges will be a minimum of 4.00" in diameter and will have white faces with black lettering, with a pressure range of 30.00"-0-600#.

Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut.

The pump pressure and vacuum gauges will be installed adjacent to each other at the pump operator's control panel.

Test port connections will be provided at the pump operator's panel. One will be connected to the intake side of the pump, and the other to the discharge manifold of the pump. They will have 0.25 in. standard pipe thread connections and non-corrosive polished stainless steel or brass plugs. They will be marked with a label.

This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.

**PRESSURE GAUGES**

The individual "line" pressure gauges for the discharges will be Class 1© interlube filled.

They will be a minimum of 2.00" in diameter and have white faces with black lettering.

Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut.

Gauges will have a pressure range of 30"-0-400#.

The individual pressure gauge will be installed as close to the outlet control as practical.

This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.

**WATER LEVEL GAUGE**

There will be an electronic water level gauge provided on the operator's panel that registers water level by means of five (5) colored LED lights. The lights will be durable, ultra-bright five (5) LED design viewable through 180 degrees. The water level indicators will be as follows:

- 100 percent = Green
- 75 percent = Yellow
- 50 percent = Yellow
- 25 percent = Yellow
- Refill = Red

The light will flash when the level drops below the given level indicator to provide an eighth of a tank indication. To further alert the pump operator, the lights will flash sequentially when the water tank is empty.

The level measurement will be based on the sensing of head pressure of the fluid in the tank.

The display will be constructed of a solid plastic material with a chrome plated die cast bezel to reduce vibrations that can cause broken wires and loose electronic components. The encapsulated design will provide complete protection from water and environmental elements. An industrial pressure transducer will be mounted to the outside of the tank. The field calibratable display measures head pressure to accurately show the tank level.

**FOAM LEVEL GAUGE**

An electronic foam level gauge will be provided on the operator's panel that registers foam level by means of five (5) colored LED lights. The lights will be durable, ultra-bright five (5) LED design viewable through 180 degrees. The foam level indicators will be as follows:

- 100 percent = Green
- 75 percent = Yellow
- 50 percent = Yellow
- 25 percent = Yellow
- Refill = Red

The light will flash when the level drops below the given level indicator to provide an eighth of a tank indication. To further alert the pump operator, the lights will flash sequentially when the foam tank is empty.

The level measurement will be based on the sensing of head pressure of the fluid in the tank.

The display will be constructed of a solid plastic material with a chrome plated die cast bezel to reduce vibrations that can cause broken wires and loose electronic components. The encapsulated design will provide complete protection from foam and environmental elements. An industrial pressure transducer will be mounted to the outside of the tank. The display will be able to be calibrated in the field and will measure head pressure to accurately show the tank level.

**LIGHT SHIELD**

There will be a polished, 16 gauge stainless steel light shield installed over the pump operator's panel.

- There will be 12 volt DC white LED lights installed under the stainless steel light shield to illuminate the controls, switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus. These lights will be activated by the pump panel light switch. Additional lights will be included every 18.00" depending on the size of the pump house.
- One (1) pump panel light will come on when the pump is in ok to pump mode.

There will be a light activated above the pump panel light switch when the parking brake is set. This is to afford the operator some illumination when first approaching the control panel.

**AIR HORN SYSTEM**

There will be two (2) Grover air horns recessed in the front bumper. The horn system will be piped to the air brake system wet tank utilizing 0.38" tubing. A pressure protection valve will be installed in-line to prevent loss of air in the air brake system.

**Air Horn Location**

The air horns will be located on each side of the bumper, towards the outside.

**Air Horn Control**

The air horns will be actuated by a chrome push button located on the officer's side of the engine tunnel and by the horn button in the steering wheel. The driver will have the option to control the air horns or the chassis horns from the horn button by means of a selector switch located on the instrument panel.

**ELECTRONIC SIREN**

A Whelen®, Model 295SLSA1, electronic siren with noise canceling microphone will be provided.

This siren to be active when the battery switch is on and that emergency master switch is on.

Electronic siren head will be located in the center console.

The electronic siren will be controlled on the siren head only. No horn button or foot switches will be provided.

**SPEAKER**

There will be one (1) Whelen®, Model SA315P, black nylon composite, 100-watt, speaker with through bumper mounting brackets and polished stainless steel grille provided. The speaker will be connected to the siren amplifier.

The speaker(s) will be recessed in the center of the front bumper.

**AUXILIARY MECHANICAL SIREN**

There will be a Federal Signal Model Q2B mechanical siren furnished and installed in the front of the apparatus.

The Q2B will be chrome finish.

The siren will have a 2-gauge cable connected to a power solenoid that is connected by a 2-gauge cable ran battery direct to the primary chassis batteries and will be labeled Q2B+ at the battery. The power solenoid will only be enabled when the emergency master switch is on.

The siren will have a 2-gauge ground wire connected to the chassis battery stud. The cable will be labeled Q2B- at the battery.

When the chassis battery switch is on, and the emergency master switch is on, the Q2B siren will be activated by the following:

The mechanical siren will be mounted on the bumper deck plate. It will be mounted on the left side. A reinforcement plate will be furnished to support the siren.

**MECHANICAL SIREN CONTROL**

The mechanical siren will be activated by the following:

- Right side push button switch.
- Left side foot switch.

A momentary chrome push button switch will be included in the right side dash panel to activate the siren brake.

**FRONT ZONE UPPER WARNING LIGHTS**

There will be two (2) 21.50" Whelen Freedom IV LED lightbars mounted on the cab roof, one (1) on each side, above the driver's and passenger's door, facing forward.

The driver's side lightbar will include the following:

- One (1) red flashing LED module in the outside end position.
- One (1) red flashing LED module in the outside front corner position.
- One (1) red flashing LED module in the outside front position.
- One (1) red flashing LED module in the inside front position.
- One (1) red flashing LED module in the inside front corner position.

The passenger's side lightbar will include the following:

- One (1) red flashing LED module in the inside front corner position.
- One (1) red flashing LED module in the inside front position.
- One (1) red flashing LED module in the outside front position.
- One (1) red flashing LED module in the outside front corner position.
- One (1) red flashing LED module in the outside end position.

There will be clear lenses included on the lightbar.

There will be a switch in the cab on the switch panel to control the lightbars.

**LIGHTS, FRONT ZONE LOWER**

Two (2) Whelen model M6*C LED flashing warning lights will be installed on the cab face above the headlights, in a common bezel with the directional lights.

The driver's side front warning light to be red.

The passenger's side front warning light to be red.

Both lights will include a clear lens.

There will be a switch located in the cab on the switch panel to control the lights.

**HEADLIGHT FLASHER**
The high beam headlights will flash alternately between the left and right side.

There will be a switch installed in the cab on the switch panel to control the high beam flash. This switch will be live when the battery switch and the emergency master switches are on.

The flashing will automatically cancel when the hi-beam headlight switch is activated or when the parking brake is set.

**SIDE ZONE LOWER LIGHTING**
There will be six (6) Whelen®, Model M6*C, flashing LED warning lights with chrome trim installed per the following:

- Two (2) lights, one (1) each side on the front custom cab corner. The side front lights to be red.
- Two (2) lights, one (1) each side of cab rearward of crew cab doors. The side middle lights to be red.
- Two (2) lights, one (1) each side located between the tandems. The side rear lights to be red.
- The lights will include clear lenses.

There will be a switch in the cab on the switch panel to control the lights.

**REAR ZONE LOWER LIGHTING**
There will be two (2) Whelen®, Model M6*C, LED flashing warning lights located at the rear of the apparatus.

- The driver's side rear light to be red
- The passenger's side rear light to be red

Both lights will include a lens that is clear.

There will be a switch located in the cab on the switch panel to control the lights.

**REAR/SIDE ZONE UPPER WARNING LIGHTS**
There will be two (2) Whelen®, Model L31H*FN, LED warning beacons provided at the rear of the truck, located one (1) each side. There will be a switch located in the cab on the switch panel to control the beacons.

The color of the lights will be red LEDs with both domes clear.

**TRAFFIC DIRECTING LIGHT**
There will be one (1) Whelen®, Model TAL65, 36.00" long x 2.87" high x 2.25" deep, amber LED traffic directing light installed at the rear of the apparatus.

The Whelen, Model TACTL5, control head will be included with this installation.

The controller will be energized when the battery switch is on.

The auxiliary flash not activated.

This traffic directing light will be mounted on top of the body below the turntable with a treadplate box at the rear of the apparatus.

The traffic directing light control head will be located in the driver side overhead switch panel in the right panel position.

**120 VOLT RECEPTACLE**

There will be one (1), 15/20 amp 120 volt AC three (3) wire straight blade duplex receptacle(s) with interior stainless steel wall plate(s), installed PS EMS. The NEMA configuration for the receptacle(s) will be 5-20R.

The receptacle(s) will be powered from the shoreline inlet.

There will be a label installed near the receptacle(s) that state the following:

- Line Voltage
- Current Ratting (amps)
- Phase
- Frequency

**THREE (3)-SECTION 75 FOOT AERIAL LADDER**

**CONSTRUCTION STANDARDS**

The ladder will be constructed to meet the requirements as described in the current NFPA 1901 standard. Some portions of this specification exceed minimum NFPA recommendations and will be considered a minimum requirement to be met.

**LADDER CONSTRUCTION**

To insure a high strength to weight ratio and an inherent corrosion resistance, the aerial ladder will be completely constructed of high strength aluminum.

The aerial ladder will consist of three (3) welded extruded aluminum telescopic ladder sections, which will extend to a minimum height of 75' above the ground at full extension and elevation. The measurement of height will be consistent with the current NFPA 1901 standard.

The operating range of the ladder will be -8 degrees to +76 degrees.

The ladder will be designed to provide continuous egress for firefighters and civilians from an elevated position to the ground. The egress section will be designed to maintain the rated load of the aerial device. It will be bolted on for easy replacement.

The rated horizontal reach will be 67' 9".

The measurement of horizontal reach will be consistent with the current NFPA 1901 standard.

The measurement will be from the outermost rung at full extension to the centerline of turntable rotation.

The ladder will have the capability to support a minimum of 750 pounds at the tip and 100 pound equipment allowance in the unsupported configuration, based upon 360-degree rotation, up to full extension and from -8 degrees to +76 degrees.

All side rails, rungs, handrails, uprights and K-braces will be made of structural 6061T6 alloy aluminum extrusions.

All material will be tested and certified by the material supplier.

All ladder sections will be semi-automatically welded by shielded arc welding methods using 5356 aluminum alloy welding wire.

Structural rivets or bolts will not be utilized in the ladder weldment sections.

Due to the unpredictable nature of fire ground operations, a minimum safety factor of 2.5 to 1 is desired without .25" of ice build-up.

A safety factor of 2.0 to 1 is desired for environmental loading (wind plus .25" of ice build-up).

This structural safety factor will apply to all structural aerial components including turntable and torque box stabilizer components.

Definition of the structural safety factor will be as outlined in the current NFPA 1901 standard:

- DL = Dead load stress. Stress produced by the weight of the aerial device and all permanently attached components.
- RL = Rated capacity stress. Stress produced by the rated capacity load of the ladder.
- WL = Water load stress. Stress produced by nozzle reaction force and the weight of water in the water delivery system.
- FY = Material yield strength. The stress at which material exhibits permanent deformation.
- 2.5 x DL + 2.5 x RL + 2.5 x WL equal to/less than FY
- 2.0 x DL + 2.0 x RL + 2.0 x WL + 2.0 x Ice Loading equal to/less than FY

The minimum NFPA specification is exceeded by providing a safety factor above 2 to 1 while flowing water, and a safety factor of 2 to 1 with ice build-up.

The stability factor or tip over safety margin will be a minimum of 1.5 to 1 as defined by the current NFPA 1901 standard.

An independent engineering firm will verify the aerial safety factor.

Design verification will include computer modeling and analysis, and extensive strain gauge testing witnessed by an independent registered professional engineer.

Verification will include written certification from the independent engineering firm made available by the manufacturer upon request from the purchaser.

All welding of aerial components, including the aerial ladder sections, turntable, pedestal and outriggers will be performed by welders who are certified to American Welding Society Standards Dl.l, Dl.2 and Dl.3 as outlined in the current NFPA 1901 standard.

The weldment assemblies of each production unit will be tested visually and mechanically by an ASNT certified level II non-destructive test technician to comply with the current NFPA 1901 standard.

Testing procedures will conform to the American Welding Society Standard B 1.1 0 Guide for non-destructive testing. Test methods may include dye penetrant, ultrasound and magnetic particle where applicable.

Each ladder section will consist of two (2) extruded aluminum side rails and a combination of aluminum rungs, tubular diagonals, verticals and two (2) full-length handrails.

The rungs on all sections will be K-braced for maximum lateral stability.

This K-bracing will extend to the center of each rung to minimize ladder side deflection.

The ladder rungs will be designed to eliminate the need to replace rubber-rung covers.

The rungs will be spaced on 14" centers and have an integral skid-resistant surface as outlined in the current NFPA 1901 standard.

An oval shaped rung will be utilized to provide a larger step surface at low angles and more comfortable grip at elevated positions.

The minimum design load will be 500 pounds distributed over a 3.50" wide area as outlined in the current NFPA 1901 standard.

Each aerial ladder section will have heat sensor labels that are preset to 300 degrees F with expiration year. The heat labels will meet the current NFPA 1901 standard.

The aerial ladder will exceed the current NFPA 1901 standard governing the minimum ladder section width and handrail height.

| Section | Width | Height |
|---|---|---|
| Base Section | 34.38" | 26.13" |
| Second Section | 27.38" | 22.63" |
| Fly Section | 21.38" | 19.50" |

**TURNTABLE**

The upper turntable assembly will connect the aerial ladder to the turntable bearing.

The steel structure will have a mounting position for the aerial elevation cylinders, ladder connecting pins and upper turntable operator's position.

A 39.41" diameter turntable bearing with a 3.50" drive gear face will be bolted to the top of the bearing mounting plate with 3/4" diameter Grade 8 plated bolts.

Gear teeth will be stub tooth form.

The rated overturning moment of the turntable bearing will be a minimum of 441,400 ft lbs.

The operator's turntable platform will be constructed of .50" aluminum deck plate with non-skid aluminum oxide surface.

The platform will extend 23" from the turntable control station base, with a width of approximately 18".

The rear of the platform will extend approximately 26" back from the turntable and will be approximately 38" wide at the rear.

The turntable will be modified at the passenger side to allow for easier access to the hose bed for hose loading. The portion of the turntable outboard of the rotational motor will be omitted, and the handrails will be modified as required.

The platform will be fastened by grade 8 bolts.

The turntable handrails will be a minimum 42" high and will not increase the overall travel height of the vehicle. The handrails will be constructed from 1.62" diameter extruded 6061-T6 aluminum with a slip resistant knurled surface. The handrails will be anodized to resist corrosion.

**ELEVATION SYSTEM**

Dual 5" diameter elevating cylinders will be mounted on the underside of the base section of the ladder.

Two (2) 2.00" diameter stainless steel pins will fasten the cylinder to the turntable and also fasten to the ladder.

The pins will have 125000 psi minimum yield strength and will be secured with .50" GR 8 bolt with lock nuts.

The bolts are to ensure that the pins do not walk out of the mounting brackets on the turntable and base section.

The elevating cylinders will be mounted utilizing maintenance free spherical bearings on both ends of the cylinders.

The aerial base pivot bearings will be maintenance free type bearings (no external lubrication required).

The cylinders will function only to elevate the ladder and not as a structural member to stabilize the ladder side movement.

The elevating cylinders will be provided with pilot operated check valves on the barrel and rod side of the piston to prevent movement of the ladder in case of a loss of hydraulic pressure.

Operation envelope will be -8 to 76 degrees.

The elevation system will be designed following the current NFPA 1901 standard.

The elevation hydraulic cylinders will incorporate cushions on the upper limit of travel.

The hydraulic system will have a hydraulic circuit to reduce the elevation raising speed of the aerial.

When the aerial reaches approximately 65 degrees, the circuit will be activated and the elevation speed will be reduced.

The reduce speed will minimize the whipping action of the aerial at maximum elevation.

This circuit will only be for the raise function of the aerial.

The hydraulic elevation cylinders will also serve as a locking device to hold the aerial in the stored position for road travel.

The lowering circuit for the hydraulic cylinders will have a relief valve to prevent damage to the aerial base section or boom support when the aerial is being stored.

**EXTENSION/RETRACTION SYSTEM**

Both power extension and retraction will be furnished and meet the requirements of the current NFPA 1901 standard.

Extension will be by way of two (2) extending cylinders mounted on the side of the base section of the ladder.

The cylinders will be supplied with dual pilot operated check valves on each stabilizer cylinder to hold the cylinder in position should a charged line be severed at any point in the hydraulic system.

No hoses will be permitted between a holding valves and cylinder.

**CYLINDER SIZE**

| | |
|---|---|
| Bore | 2.50" |
| Stroke | 112.00" |

The cylinders will operate through a block and tackle wire rope arrangement to extend and retract the ladder.

Maximum extension of the ladder is to be automatically limited by the stroke of the cylinders.

The normal operating wire rope safety factor will be 5: 1 and the stall safety factor will be 2:1 based on the breaking strength of the wire ropes.

The minimum ratio of the diameter of wire rope used to the diameter of the sheave used will be 1 to 12.

Wire ropes will be constructed of seven (7) strands over an inner wire core for increased flexibility. The wire rope will be galvanized to reduce corrosion.

All cylinder and sheave pivot pins will be made of 125,000 psi yield stainless steel material.

The cylinder and sheaved bearing are designed as not to require external lubrication (maintenance free).

**LADDER CABLE SIZE**

| | |
|---|---|
| 1st Section (4, 2 extend and 2 retract) | 1/2" 7 x 19 galvanized cable |
| 2nd Section (4, 2 extend and 2 retract) | 5/16" 7 x 19 galvanized cable |

The ladder assembly will consist of three (3) separate weldments that will extend and retract within each other.

Nylatron PAG + OIL slide pads will be utilized between each section to minimize friction.

Four (4) T type interlocking load transfer stations will enclose the slide pads.

The transfer stations will be located at the upper portion of the base and second ladder sections.

Additional guide pad are located along the aerial section to guide the ladder during retraction and extension.

**ROTATION SYSTEM**

The aerial will be supplied with a powered rotation system as outlined in the current NFPA 1901 standard.

The hydraulic rotation motor will provide continuous rotation under all rated conditions and be supplied with a brake to prevent unintentional rotation.

The swing drive brake will meet the side pull test as stated in the current NFPA 1901 standard.

A high torque hydraulic motor driven through a spring applied hydraulically released multiple disk brakes into a planetary gearbox will accomplish rotation.

The gearbox will have a minimum continuous torque rating of 60,000 in. lbs. and a minimum intermittent rating of 130,000 in. lbs.

The turntable bearing, ring gear teeth, pinion gear, planetary gearbox and output shaft will be certified by the manufacturer of the components for the application.

**ROTATION INTERLOCK**

A permanently installed prevention mechanism will be provided as part of the rotation system to prevent the rotation of the aerial device to the side in which the stabilizers have not been fully deployed (short-jacked).

The mechanism will allow full and unrestricted use of the aerial in the 180 degree area on the side(s) where the stabilizers have been fully deployed.

The system will also have a manual override to comply with the current NFPA 1901 standard.

**AERIAL PEDESTAL**

The pedestal assembly will be a welded assembly made of structural steel channel with 1.5" thick top plate and .75" bottom plates, and .375" thick integral bulkheads. The vertical member will be a .375"

wall cylinder with a 28" outside diameter and will connect the rotation bearing mounting plate to the lower substructure.

The pedestal assembly will be bolted to the chassis frame with .88" diameter Grade 8 bolts, and will be utilized to mount the outrigger jacks and reservoir for the aerial hydraulic system.

**LOAD CAPACITIES**

The following load capacities will be established, with the stabilizers at full horizontal extension and placed in the down position, to level the truck and to relieve the weight from the tires and axles. Capacities will be based upon full extension and 360 degree rotation.

A load chart will be visible at the operator's station. The load chart will show the recommended safe load at any condition of the aerial device's elevation and extension. The ratings in an unsupported, fully extended configuration will maintain a 2.5 to 1 safety factor. A safety factor of 2.0 to 1 will be maintained with a 35 mph wind.

The aerial device will have a rated capacity of 750 lbs. consistent with the current NFPA 1901 standard.

The rated capacity will include 750 lbs. in personnel allowance and 100 lbs. for equipment mounted at the tip of the ladder.

The aerial device will be rated in multiple configurations as outlined in the current NFPA 1901 standard.

The loads in each configuration are in addition to 100 lbs of equipment mounted at the tip.

| **Condition #1- Tip load only, no water flowing** | | |
|---|---|---|
| Elevation | Capacity in personnel (Maximum) | Pounds (Maximum) |
| -8 to 29 degrees | 3 on Fly | 750 lbs |
| 30 to 39 degrees | 3 on Fly, 1 on Mid, 1 on Base | 750 lbs, 250 lbs, 250 lbs |
| 40 to 49 degrees | 3 on Fly, 2 on Mid, 2 on Base | 750 lbs, 500 lbs, 500 lbs |
| 50 to 59 degrees | 4 on Fly, 2 on Mid, 3 on Base | 1000 lbs, 500 lbs, 750 lbs |
| 60 to 76 degrees | 4 on Fly, 3 on Mid, 3 on Base | 1000 lbs, 750 lbs, 750 lbs |
| **Condition #2 Ladder Tip loads while flowing 1000 GPM** | | |
| Elevation | Capacity in Personnel (Maximum) | Pounds (Maximum) |
| -8 to 29 degrees | 2 on Fly | 500 lbs |
| 30 to 39 degrees | 2 on Fly, 1 on Base | 500 lbs, 250 lbs |
| 40 to 49 degrees | 2 on Fly, 1 on Mid, 1 on Base | 500 lbs, 250 lbs, 250 lbs |

| | | |
|---|---|---|
| 50 to 59 degrees | 3 on Fly, 2 on Mid, 2 on Base | 750 lbs, 500 lbs, 500 lbs |
| 60 to 76 degrees | 4 on Fly, 2 on Mid, 3 on Base | 1000 lbs, 500 lbs, 750 lbs |

**Reduced loads at the fly can be redistributed to the mid or base sections as needed.**

**The tip capacity will be reduced to zero when flowing water with the nozzle above the waterway centerline.**

**BOOM SUPPORT**

A heavy-duty boom support will be provided for support of the ladder in the travel position.

On the base section of the ladder, a stainless steel scuffplate will be provided where the ladder comes into contact with the boom support.

The boom support will be located just to the rear of the chassis cab.

**AERIAL BOOM SUPPORT LIGHT**

There will be one (1) Amdor®, Model AY-LB-12HW012, 190 lumen, 12" long, white LED strip light mounted on the boom support cradle. This light will be activated when the aerial master switch is activated.

**AERIAL BOOM PANEL**

There will be one boom panel provided on each side of the aerial ladder base section. The boom panel will be painted #10 white.

The boom panels will be designed so no mounting bolts are in the face of the panel. This will keep the lettering surface free of holes.

**EXTENSION INDICATOR**

Extension markings and corresponding numerical indicators will be provided along each inside and outside top rail of the base section of the aerial every 10'. They will indicate various positions of extension up to full. Markings and indicators will be clearly visible to the console operator. To aid in visibility during hours of darkness, the markings and numerical indicators will be red reflective material.

**FOLDING STEPS**

One (1) set of folding steps will be provided at the tip of the ladder. An additional set of folding steps will be provided at the base of the fly section. The steps will be bright finished with a black tread coating on the stepping surface. Each step will have no integrated light.

**PIKE POLE MOUNTING BRACKETS**

Mounting will be provided near the end of the fly section of the aerial ladder for one (1) pike pole(s).

The bracket will be sized to hold a Darley 10' Pike Pole.

**STOKES STORAGE BRACKETS**

There will be one (1) aluminum bracket(s) provided at the base section of the aerial ladder on the right side of the aerial device while viewed from the turntable. The brackets will be located inboard of the aerial boom panel. The brackets will be painted to match the aerial device and include locking pins to secure the basket.

**STABILITY TEST**

An aerial stability test will be run on this apparatus using the maximum weight allowance for tip options.

**LADDER STORAGE MOUNTING BRACKETS**

There will be brackets that are DA finished provided near the end of the fly section of the aerial for mounting a roof ladder.

The mounting brackets will accommodate a 10' Duo-Safety 775-A roof/wall ladder as determined by the type of aerial device and the available space.

**LIGHTS FOR TURNTABLE WALKWAY**

There will be white LED lights provided at the aerial turntable. The lights will be located to illuminate the entire walking surface of the turntable including the area around the turntable console. These lights will be activated by the aerial master switch.

**TURNTABLE CONSOLE LIGHTING**

There will be one (1), TecNiq Model T10, white LED light strip mounted in the turntable console cover to illuminate the controls located on both the upper and lower portion of the turntable control station. These lights will be activated by the aerial master switch.

**CONTROL STATION**

A control station will be located at the rear of the apparatus in an easily accessible area.

Controls and indicator lights are clearly identified and conveniently located for ease of operation and viewing.

- Right stabilizer fully extended indicator light

- Right stabilizer planted indicator light

- Left stabilizer fully extended indicator light

- Left stabilizer planted indicator light

- Hydraulic emergency power switch

- Override switch for stabilizers not fully extended

- Manual overrides for aerial and stabilizers

- Main hydraulic pressure test port

- High idle switch

A water tight compartment will be provided in the left rear stabilizer body opening and contains the aerial circuit breakers, interlock components and control circuit distribution terminals.

**TURNTABLE CONTROL STATION**

An aerial ladder operators position will be supplied as outlined in the current edition of NFPA 1901.

The operator's position will be located on the left side of the aerial turntable.

The apparatus will be supplied with labels to warn of electrocution hazard. The control console will provide a service access door on the front and side of the console to access hydraulic and electrical connections.

The control console will be angled to face the operator with an etched panel for long service life. The console will be labeled and supplied with lights for night operation.

**AERIAL LADDER CONTROL LEVERS**

The control levers will be arranged as outlined in the current edition of NFPA 1901.

They will be capable of being operated independently or simultaneously.

The starting or stopping of any one control will not affect the movement speed of the other controls when they are being used simultaneously.

The first lever from the left will be the extension control (forward for extend and back for retract).

The second lever will be for rotation (forward for clockwise and back for counter clockwise).

The third handle will control elevation (forward for down and back for up).

The aerial will employ direct hydraulic controls for precise control and dependable service with minimal electrical functions.

A foot-operated deadman switch will be provided to prevent unintentional movement as outlined in the current edition of NFPA 1901.

Operator's control console will be provided with a hinged aluminum cover. Controls and indicator lights are clearly identified and conveniently located for ease of operation and viewing. Operator's turntable control panel will include:

- Elevation, Extension and Rotation controls

- Fast idle switch

- Panel light mounted in cover

- Rung alignment indicator light

- Tip/Tracking lights

- System pressure gauge

- Indicator/Alarm test switch

- EPU switch

- Load rating tag/decal

-"STABILIZER NOT FULLY EXTENDED" indicator light

**STABILIZATION**

The vehicle will come equipped with an underslung out and down stabilization system. The system will consist of two (2) hydraulically operated out and down style stabilizers mounted under the frame for a low center of gravity.

The stabilizers will have a maximum spread of 16' from the centerline of the footpads when fully extended. The internal tubes will be 8.00" x 10.00" with 1/2" thick top and bottom plates and 3/8" thick sides of 100,000 psi minimum yield strength steel and will be extended out by hydraulic cylinders. The cylinders will have pilot-operated check valves with thermal relief. This will insure that the beams will be in the stowed during travel. The external tubes will be 9-3/4" x 11-3/4" with 3/8" wall thickness. The internal jack tubes will slide on permanently attached wear pads.

The extension cylinders will be totally enclosed within the extension beams. The horizontal extension cylinders will be of the trombone type to eliminate wear and potential failure of hydraulic hoses.

The stabilizers will have a tip over safety margin of 1 1/2 times its rated load in any position the aerial device can be placed as outlined in the current edition of NFPA 1901. The aerial will be able to sustain a 1 1/3 to 1 rated load on a 5 degree slope downward in the position most likely to cause overturning. The maximum ground slope the apparatus can be set up on is 10 percent. On the 10 percent slope, the apparatus can be leveled within a 5 percent operating range with the apparatus cab facing uphill.

The cylinders will be supplied with dual pilot operated check valves on each stabilizer cylinder to hold the cylinder in the stowed or working position should a charged line be severed at any point in the hydraulic system. Stabilizers will contain safety lock valves and will require no mechanical pins to assure there will be no "leak down" of stabilizer legs.

Each stabilizer leg will have attached to the end of the leg a pan that will be of the split-pan design and will be a maximum 13.00" wide to allow the extension of the stabilizer between parked cars. This pan will serve as a protective guard and a mounting surface for warning lights. The top, forward, and rear edges will be flanged back for added strength.

The stabilizer cylinders will be sized to maximize ground penetration. The lift cylinders will be mounted on the end of the stabilizer tube and will have the following dimensions:

4.00" bore

3.00" rod

21.00" stroke

The stabilizer extension cylinders will have the following dimensions

2.25" bore

1.38" rod

54.00" stroke

Each stabilizer that can be extended from the body will be supplied with a red warning light as outlined in the current edition of NFPA 1901. The stabilizers will be connected to a warning light in the cab to warn the operator if the stabilizers are deployed.

The ground contact area for each stabilizer will be a 12.00" diameter circular stainless steel disc without the auxiliary pads and 24.00" x 24.00" with lightweight composite material pads deployed. The ground pressure will not exceed 75 psi when the apparatus is fully loaded and the aerial device is carrying its rated capacity in every position. This will be accomplished with the stabilizer pads deployed, as outlined in the current edition of NFPA 1901. There will be one (1) pad located on each side of the apparatus, behind the stabilizers.

**STABILIZER CONTROLS**

One (1) electric solenoid valve will control the stabilizers. The control switches will be located at the rear of the apparatus, so the operator may observe the stabilizers during deployment. An audible alarm with a minimum 87 dba will also sound while the stabilizers are in motion as required by the current edition of NFPA 1901. Stabilizer deployment will be completed in less than 90 seconds.

There will be an interlock that prevents the operation of the ladder until the stabilizers are down and properly set. The interlock system will be designed to prevent aerial movement until the stabilizers are set. Additionally, the system will not permit stabilizer movement when the aerial is out of the cradle. This requirement is outlined in the current edition of NFPA 1901. One (1) switch on each stabilizer leg, will sense when each respective leg is in firm contact with the ground. This condition will be indicated when one green indicator light for each stabilizer is on. The interlock system will have a manual override with access through a door at the turntable access stepwell of the truck.

To simplify leveling the apparatus, two color-coded level indicators will be supplied at the rear of the apparatus. One indicator will be for front to rear level and one for side-to-side level.

**STABILIZER PAN MATERIAL**

The aerial stabilizer pans will be polished stainless steel.

**STABILIZER CONTROL BOX SMOOTH ALUMINUM DOOR**

Vertically hinged smooth aluminum doors will be provided over each stabilizer control box. The doors will be hinged inboard.

**POWER TAKEOFF / HYDRAULIC PUMP**

The apparatus will be equipped with a power takeoff driven by the chassis transmission and actuated by an electric shift, located inside the cab. The power takeoff which drives the hydraulic pump will meet all the requirements for the aerial unit operations. The hydraulic system will operate at a nominal 26

gallons per minute flows at pressure up to 2800 pounds per square inch. An amber indicator light will be installed on the cab instrument panel to notify the operator that the power takeoff is engaged.

An interlock will be provided that allows operation of the aerial power takeoff shift only after the chassis spring brake has been set and the chassis transmission has either been placed in the neutral position or drive position after the driveline has been disengaged from the rear axle.

**HYDRAULIC CYLINDERS**

All hydraulic cylinders used on the aerial device will be produced by a manufacturer that specializes in the production of hydraulic cylinders.

**Each hydraulic cylinder will have a structural warranty of not less than five (5) years, and a seal warranty of not less than two and one-half (2.5) years.**

**HYDRAULIC SYSTEM**

The hydraulic system will have a five year warranty.

The hydraulic plumbing will consist of hydraulic rated hoses.

The hoses transmitting hydraulic pressure will have abrasion resistant covers.

All hydraulic fittings will be plated to minimize corrosion.

The fitting will use an "O" ring seal where possible to minimize hydraulic leaks.

All pressure carrying hydraulic hoses will have a 4:1 safety rating based on burst pressure.

An interlock will be provided that prevents activation of the hydraulic pump until the transmission is placed in neutral and the parking brake set as outlined in the current NFPA 1901 standard.

The hydraulic system will be of the load sense design and incorporate features to minimize heat build up and provide smooth control of the aerial ladder.

The system will meet the performance requirement in the current NFPA 1901 standard, which requires adequate cooling less than 2 l/2 hours of operations.

All hydraulic components that are non-sealing whose failure could result in the movement of the aerial will comply with the current NFPA 1901 standard and have burst strength of 4:1.

Dynamic sealing components whose failure could cause aerial movement will have a margin of 2 to 1 on maximum operating pressure per the current NFPA 1901 standard.

All hydraulic hoses, tubes and connections will have minimum burst strength of 3:1 per the current NFPA 1901 standard.

A hydraulic oil pressure gauge will be supplied at the base control location per the current NFPA 1901 standard.

A hydraulic oil dipstick gauge with 100-mesh fill strainer will be supplied at the rear of the unit for easy fluid level verification.

A chassis-mounted positive displacement piston pump for consistent pressure and rapid response will supply hydraulic power for all aerial operations.

The positive displacement piston pump will be able to supply 26 gallons per minute at a maximum pressure of 2800 psi.

The system will operate between 500 and 2800 psi with flow controls to protect hydraulic components and incorporate a relief valve set at 2950 psi to prevent over pressurization.

The hydraulic pump will be solely dedicated to aerial operations.

The hydraulic system will consist of a 40-gallon reservoir mounted to the pedestal and plumbed to the hydraulic pump.

The tank will be supplied with a removable top clean-out cover to access the inside of the tank.

There will be plumbing for a supply and return line and a tank drain on the reservoir.

The hydraulic pump suction line will have a shut off valve for pump servicing.

The hydraulic oil reservoir will be labeled per the current NFPA 1901 standard.

The hydraulic system will use multi-weight, SAE grade oil.  ISO grade will be based on geographical location.

The oil will be pre-filtered before it is installed into the reservoir.

Oil samples taken from the oil diagnostic test ports must meet or exceed the hydraulic rating of 18/15/13 per ISO 4406:1999 before delivery.

The oil filters will be mounted above the hydraulic reservoir oil level to eliminate oil loss during filter change.

The system will incorporate the following filters to provide dependable service:

- Separate magnet (not on strainer)

- Reservoir suction strainer: 125 mesh

- Pressure filter with by-pass indicator:  2/3/5 micron, Beta rating of 2/20/75 or better

- Return filter with by-pass indicator:  2/3/5 micron, Beta rating of 2/20/75 or better

- Desiccant breather filter:  Water capacity 13 fluid oz, 2 micron rating

The aerial hydraulic system will be designed in such a manner that a hydraulic pump failure or line rupture will not allow the aerial or outriggers to lose position.

Hydraulic holding valves will be mounted directly on cylinders.

To insure reliable performance of holding valves, no hoses will be permitted between a holding valve and cylinder.

The aerial will incorporate the use of trombone steel tubes inside the stabilizer beams to eliminate hydraulic hose wear and leaks.

Hydraulic power to the ladder will be transferred from the pedestal by a hydraulic swivel.

**EMERGENCY PUMP**

The hydraulic system will be designed with an auxiliary power unit meeting the guidelines of the current NFPA 1901 standard.

The auxiliary power unit will be a 12-volt pump connected to the chassis electrical system.

The pump will provide operation at reduced speeds to store the aerial device and outriggers for road transportation.

Self-centering switches will be provided at the turntable and each stabilizer control station to activate the system.

The system will be designed to provide a minimum of 30 minutes of hydraulic power to operate functions.

**HYDRAULIC SWIVEL**

The aerial ladder will be equipped with a five (5) port, high pressure hydraulic swivel which will connect the hydraulic lines from the hydraulic pump and reservoir through the rotation point to the aerial control bank. The hydraulic swivel will allow for 360 degree continuous rotation of the aerial.

**ELECTRIC SWIVEL**

The ladder will be equipped with an electric swivel to allow 360 degrees rotation of the aerial while connecting all electrical circuits through the rotation point. A minimum of 28 collector rings will be provided that are capable of supplying 20 amp continuous service. All collector rings will be enclosed and protected with desiccant plugs against condensation and corrosion. No oil or silicone will be used.

**ELECTRICAL SYSTEM**

The aerial electrical system will be designed and manufactured in such a way that the power and signal protection and control compartments will contain circuit protection devices and power control devices.

The power and signal protection and control components will be protected against corrosion, excessive heat, excessive vibration, physical damage and water spray.

The electrical system will be designed and manufactured in such a way that all of the serviceable components will be readily accessible.

The electrical system will be designed and manufactured so that circuit protection devices will be utilized to protect each circuit.

All circuit protection devices will be sized to prevent wire and component damage when subjected to extreme current overload.

The electrical system will be designed and manufactured so that general protection circuit breakers will be Type-I automatic reset (continuously resetting) or Type-II (manual resetting) and conform to SAE J553 or J258. When required, automotive type fuses conforming to SAE J554, J1284, J1888 or J2077 will be utilized to protect electronic equipment.

The electrical system will be designed and manufactured so that power control relays and solenoids, when utilized, will have a direct current (dc) rating of 125 percent of the maximum current for which the circuit is protected.

The aerial electrical system will be designed and manufactured utilizing toggle switches that are certified for the outside conditions that fire apparatus experience and meet military specifications. No rocker style switches are allowed for outside applications.

The aerial electrical system will be designed and manufactured in such a way that all wiring is protected through conduit or loom.

The aerial electrical system will be designed and manufactured in such a way that all wiring harnesses are properly supported to eliminate harness damage through rubbing.

The aerial electrical system will be designed and manufactured in such a way that all connectors utilized in the system will be of a waterproof design.

The aerial electrical system will be designed and manufactured in such a way that all connectors, except for connections to vendor supplied components, will incorporate solid, plated connecting pins.

The aerial electrical system will be designed and manufactured in such a way that a mechanical rocker proximity switch and light are incorporated into the boom support.

The aerial electrical system will be designed and manufactured so that the aerial master and aerial PTO can be engaged after the water pump has been engaged, without having to bring the RPM back to idle.

All switches will meet MIL-SPEC MIL-S-3950 specifications and will have the following features:

Toggle switches with flush screw terminals.

Environmentally sealed

Positive detent action

The aerial electrical system will be designed with standard cabling to the tip of the aerial consisting of the following:

One 12/8 cable.

One 16/20 cable.

**LEFT SIDE STABILIZER PANEL**
A fuse and relay panel located behind the left side stabilizer.

NEMA 6x rated weatherproof enclosure.

Relays and fuses for aerial and stabilizer interlocks and control switches.

**TURNTABLE**
The turntable will be lighted for nighttime operation with 2 work lights activated by the aerial master switch.

A footswitch will be located at the turntable console to allow hydraulic flow to the aerial device. A cover to prevent accidental activation of the switch will protect the footswitch. Activation of the footswitch is necessary for aerial device operation.

**TURNTABLE CONSOLE**
The following switches and indicator lights will be standard on the turntable console:

High Idle On/Off Switch

Tip/Tracking Lights Switch

Indicator And Alarm Test Switch

Emergency Hydraulic Power Switch

Stabilizers Not Fully Extended Amber Indicator Light

Rung Alignment Green Indicator Light

A turntable console will be lighted for nighttime operation with 1 work light activated by the aerial master switch.

A fuse panel located in the turntable console with the following features:

Splash proof enclosure.

**TURNTABLE OVERRIDE CONTROLS**
Illumination will be provided for the override controls located within the compartment on the turntable console. The light will activate when the aerial master switch is active and the switch on the light is activated.

**MASTER OVERRIDE CONTROLS**
An emergency power switch will be located in the driver side turntable step well. The switch will activate the emergency power unit and allow control of the aerial or stabilizers based on the direction the switch is toggled.

A work light will be provided to illuminate the master override controls when the battery switch is active and the master override door is open.

**BOOM SUPPORT**
A Turck relay proximity sensor will be provided on the boom support to detect if the aerial device is fully stowed within the boom support.

**SPOTLIGHTS**
There will be four (4) Whelen bail mount Micro Pioneer, Model MPB*,12 volt DC LED lights furnished.

- One (1) will be mounted on the driver's side of the base section of the ladder.
- One (1) will be mounted on the passenger's side of the base section of the ladder.
- One (1) will be mounted on the driver's side tip of aerial.
- One (1) will be mounted on the passenger's side tip of aerial.

The painted parts of this light assembly to be white.

Power to the "tracking lights" will be controlled by an on/off switch at the turntable control operator's position.

The lights at the platform will be controlled by turntable and pump panel.

**LIGHTING ON AERIAL LADDER**
There will be TecNiq, Model D02, LED rung lighting provided on both sides of the aerial ladder base, mid, and fly sections. The lighting will be located adjacent to the ladder rungs along the lower rail of the ladder sections and will run the length of the ladder section.

The color of the sections will be:

- The base section of the ladder to be blue.
- The mid section of the ladder to be white.
- The fly section of the ladder to be red.

The LED rung lighting will be activated when the aerial master switch is activated, a switch at the turntable operator's panel is activated through the aerial master and a switch at the turntable operator's panel is activated through the master battery switch.

The lights may be load managed when the parking brake is applied.

**STABILIZER WARNING LIGHTS**
There will be two (2) Whelen®, Model M6*, LED flashing warning lights with clear lenses and Whelen, Model M6FC, chrome flanges installed on the stabilizer cover panels, one (1) each side.

- The LED lights will be red.

These warning lights will be activated by the same switch as the side warning lights.

**STABILIZER BEAM WARNING LIGHTS**
Two (2) 4.00" diameter red LED flashing lights will be mounted on each stabilizer, one (1) facing forward and one (1) facing rearward. The lights will be Grote Supernova 40 series LED lights. The

lights will be recessed in the horizontal beam of the stabilizer. These warning lights will be activated with the aerial master switch.

**STABILIZER SCENE LIGHTS**

There will be one (1) Truck-Lite, Model 44042C 4.00" LED, scene light installed under each stabilizer beam to illuminate the surrounding area. A total of two (2) lights will be installed. These lights will be activated by the aerial master switch.

**2-WAY AERIAL COMMUNICATION SYSTEM**

There will be a Fire Research model ICA910 two-way intercom system provided. The control module with an LED volume display and push-button volume control will be located on the turntable operator console.

A hands free module will be located at the aerial tip or platform and constantly transmit to the other module unless the control module push-to-talk button is pressed.

Each intercom unit will be weatherproof.

**RAISED AERIAL PEDESTAL**

The aerial pedestal will be raised to accommodate the height of the cab.

**LIFTING EYE ASSEMBLY - ROPE RESCUE ATTACHMENT**

A lifting eye assembly will be provided that is designed to evenly distribute load at the tip of the aerial. The egress will include attachment points for the lifting eye assembly. The lift eye assembly is retained by two (2) locking pins, one (1) at each end outboard side of the egress. Leveling is maintained by the lifting eye assembly rotating within the egress mounting.

**AERIAL TURNTABLE MANSAVER™ BARS**

ManSaver™ bars will be installed at the aerial turntable.

**WATER SYSTEM**

A waterway system will be provided consisting of the following components and features:

A 5.00" pipe will be connected to the water supply on one end and to a 4.00" internal diameter water swivel at the rotation point of the turntable. The water swivel will permit 360 degree continuous rotation of the aerial device.

The 4.00" waterway swivel is to be routed through the rotation point swivel up to the heel pin swivel. The heel pin swivel will allow the water to flow to the ladder pipe while elevating the aerial ladder from -5 degrees to 75 degrees. The heel pivot pin is not integral with the waterway swivel at any point. The design of the waterway will allow complete servicing of the waterway swivel without disturbing the heel pivot pin.

The integral telescopic water system will consist of a 4.50" diameter tube in the base section, a 4.00" diameter tube in the mid-section and a 3.50" diameter tube in the fly section. The telescopic waterway will be constructed of anodized aluminum pipe.

The rotational torque will have adequate power to rotate the ladder into a full 1500 gallon per minute water stream directed at 90 degrees to the side while maintaining the 500 pound tip load.

The aerial will be capable of discharging up to 1500 gallons per minute at 100 pounds per square inch parallel to the ladder and 90 degrees to each side of center while maintaining the 500 pound tip load.

The safety factor will be 2.5:1 while flowing up to 1000 gallons per minute at 100 pounds per square inch and 2:1 while flowing between 1000 and 1500 gallons per minute at 100 pounds per square inch.

An adjustable pressure relief valve will be furnished to protect the aerial waterway from a pressure surge.

A 1.50" drain valve will be located at the lowest point of the waterway system.

**WATERWAY SEALS**

The waterway seals will be of type-B PolyPak design, composed of nitroxile seal and a nitrile wiper, which together offer maximum stability and extrusion resistance on the waterway. The seal will be capable of withstanding pressures up to 2000 psi, temperatures in excess of 250 degrees Fahrenheit and have resistance to all foam generating solutions. The seals will be internally lubricated.

The waterway seals will have automatic centering guides constructed of synthetic thermalpolymer. The guides will provide positive centering of the extendible sections within each other and the base section to insure longer service life and smoother operation.

**AERIAL MONITOR**

An Akron Model 3480 monitor with stow and deploy will be provided at the tip with a Akron 1500 gpm Model 5178.

The monitor's functions will be controlled electrically from two (2) separate locations. One (1) control will be located at the control console and the other at the ladder tip.

There will be a courtesy light at the tip of the aerial to illuminate the controls.

Vertical travel of this monitor will be -45 degrees to 90 degrees. Horizontal rotation will be 90 degrees to each side of the center line of the aerial device.

**AERIAL WATERWAY FLOW METER**

A Fire Research Corporation Model DF430, digital flow indicator with a four (4) digit LED display will be provided for the aerial waterway at the turntable control station.

The display will have a flow totalizer, programmable high and low flow warnings, and automatically adjust LED brightness for day/night viewing.

**REAR INLET**
A 5.00" NST inlet to the aerial waterway will be provided at the rear of the apparatus. The inlet will have 5.00" aluminum plumbing. It will be furnished with a 5.00" chrome plated adapter and a 5.00" chrome plated, long handle cap.

**WATERWAY LOCKING SYSTEM**
The aerial ladder waterway monitor will be capable of being positioned at either the fly section or at the next lower section of the ladder.

The monitor location will be changeable by the use of a single handle, located at the side of the ladder.

The handle, attached to a cam bracket, will simply be moved forward to lock the monitor at the fly section and back to lock it to the previous section.

There will be no pins to remove and reinstall.

The monitor will be operational at all times, regardless of its position, without connecting or disconnecting electrical lines.

**MANUALS**
Two (2) operator maintenance manuals and two (2) wiring diagrams pertaining to the aerial device will be provided with the apparatus at time of pick-up.

**INITIAL INSTRUCTION**
On initial delivery of the fire apparatus, the contractor will supply a qualified representative to demonstrate the apparatus and provide initial instruction to the fire department regarding the operation, care, and maintenance of the apparatus for a period of three (3) consecutive days.

**NFPA REQUIRED LOOSE EQUIPMENT PROVIDED BY FIRE DEPARTMENT**
The following loose equipment as outlined in NFPA 1901, 2016 edition, section 9.9.3 and 9.9.4 will be provided by the fire department.

- 800 ft (240 m) of 2.50" (65 mm) or larger fire hose, in any combination.
- 400 ft (120 m) of 1.50" (38 mm), 1.75" (45 mm), or 2.00" (52 mm) fire hose, in any combination.
- One (1) handline nozzle, 200 gpm (750 L/min) minimum.
- Two (2) handline nozzles, 95 gpm (360 L/min) minimum.
- One (1) playpipe with shutoff and 1.00" (25 mm), 1.125" (29 mm), and 1.25" (32 mm) tips.
- One (1) SCBA complying with NFPA 1981 for each assigned seating position, but not fewer than four (4), mounted in brackets fastened to the apparatus or stored in containers supplied by the SCBA manufacturer.
- One (1) spare SCBA cylinder for each SCBA carried, each mounted in a bracket fastened to the apparatus or stored in a specially designed storage space(s).
- One (1) first aid kit.
- Four (4) salvage covers, each a minimum size of 12 ft × 14 ft (3.6 m × 5.5 m).
- Four (4) combination spanner wrenches.
- Two (2) hydrant wrenches.

- One (1) double female 2.50" (65 mm) adapter with National Hose threads.
- One (1) double male 2.50" (65 mm) adapter with National Hose threads.
- One (1) rubber mallet, for use on suction hose connections.
- Four (4) ladder belts meeting the requirements of NFPA 1983.
- One (1) 150 ft (45 m) light-use life safety rope meeting the requirements of NFPA 1983.
- One (1) 150 ft (45 m) general-use life safety rope meeting the requirements of NFPA 1983.
- One (1) traffic vest for each seating position, each vest to comply with ANSI/ISEA 207, *Standard for High Visibility Public Safety Vests*, and have a five-point breakaway feature that includes two (2) at the shoulders, two (2) at the sides, and one (1) at the front.
- Five (5) fluorescent orange traffic cones not less than 28.00" (711 mm) in height, each equipped with a 6.00" (152 mm) retro-reflective white band no more than 4.00" (152 mm) from the top of the cone, and an additional 4.00" (102 mm) retro-reflective white band 2.00" (51 mm) below the 6.00" (152 mm) band.
- Five (5) illuminated warning devices such as highway flares, unless the five (5) fluorescent orange traffic cones have illuminating capabilities.
- One (1) automatic external defibrillator (AED).
- If the supply hose carried does not use sexless couplings, an additional double female adapter and double male adapter, sized to fit the supply hose carried, will be carried mounted in brackets fastened to the apparatus.
- If none of the pump intakes are valved, a hose appliance that is equipped with one or more gated intakes with female swivel connection(s) compatible with the supply hose used on one side and a swivel connection with pump intake threads on the other side will be carried. Any intake connection larger than 3.00" (75 mm) will include a pressure relief device that meets the requirements of 16.6.6.
- If the apparatus does not have a 2.50" National Hose (NH) intake, an adapter from 2.50" NH female to a pump intake will be carried, mounted in a bracket fastened to the apparatus if not already mounted directly to the intake.
- If the supply hose carried has other than 2.50" National Hose (NH) threads, adapters will be carried to allow feeding the supply hose from a 2.50" NH thread male discharge and to allow the hose to connect to a 2.50" NH female intake, mounted in brackets fastened to the apparatus if not already mounted directly to the discharge or intake.

**SOFT SUCTION HOSE**

There will be no soft suction hose provided.

**DRY CHEMICAL EXTINGUISHER PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, section 9.9.4 requires one (1) approved dry chemical portable fire extinguisher with a minimum 80-B:C rating mounted in a bracket fastened to the apparatus.

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

**WATER EXTINGUISHER PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, section 9.9.4 requires one (1) 2.5 gallon or larger water extinguisher mounted in a bracket fastened to the apparatus.

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

**FLATHEAD AXE PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, Section 9.9.4 requires one (1) flathead axe mounted in a bracket fastened to the apparatus.

The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.

**PICKHEAD AXE PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, Section 9.9.4 requires one (1) pickhead axe mounted in a bracket fastened to the apparatus.

The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.

**PAINT**

The exterior custom cab and body painting procedure will consist of a seven (7) step finishing process as follows:

1. Manual Surface Preparation - All exposed metal surfaces on the custom cab and body will be thoroughly cleaned and prepared for painting. Imperfections on the exterior surfaces will be removed and sanded to a smooth finish. Exterior seams will be sealed before painting. Exterior surfaces that will not be painted include; chrome plating, polished stainless steel, anodized aluminum and bright aluminum treadplate.
2. Chemical Cleaning and Pretreatment - All surfaces will be chemically cleaned to remove dirt, oil, grease, and metal oxides to ensure the subsequent coatings bond well. The aluminum surfaces will be properly cleaned and treated using a high pressure, high temperature 4 step Acid Etch process. The steel and stainless surfaces will be properly cleaned and treated using a high temperature 3 step process specifically designed for steel or stainless. The chemical treatment converts the metal surface to a passive condition to help prevent corrosion.
3. Surfacer Primer - The Surfacer Primer will be applied to a chemically treated metal surface to provide a strong corrosion protective basecoat. A minimum thickness of 2 mils of Surfacer Primer is applied to surfaces that require a Critical aesthetic finish. The Surfacer Primer is a two-component high solids urethane that has excellent sanding properties and an extra smooth finish when sanded.
4. Finish Sanding - The Surfacer Primer will be sanded with a fine grit abrasive to achieve an ultra-smooth finish. This sanding process is critical to produce the smooth mirror like finish in the topcoat.
5. Sealer Primer - The Sealer Primer is applied prior to the Basecoat in all areas that have not been previously primed with the Surfacer Primer. The Sealer Primer is a two-component high solids urethane that goes on smooth and provides excellent gloss hold out when topcoated.

6. Basecoat Paint - Two coats of a high performance, two component high solids polyurethane basecoat will be applied. The Basecoat will be applied to a thickness that will achieve the proper color match. The Basecoat will be used in conjunction with a urethane clear coat to provide protection from the environment.
7. Clear Coat - Two (2) coats of Clear Coat will be applied over the Basecoat color. The Clear Coat is a two-component high solids urethane that provides superior gloss and durability to the exterior surfaces. Lap style and roll-up doors will be Clear Coated to match the body. Paint warranty for the roll-up doors will be provided by the roll-up door manufacturer.

After the cab and body are painted, the color will be verified to make sure that it matches the color standard. Electronic color measuring equipment will be used to compare the color sample to the color standard entered into the computer. Color specifications will be used to determine the color match. A Delta E reading will be used to determine a good color match within each family color.

All removable items such as brackets, compartment doors, door hinges, and trim will be removed and painted separately if required, to ensure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly will be finish painted before assembly.

The paint finish quality levels for critical areas of the apparatus (cab front and sides, body sides and doors, and boom lettering panels) are to meet or exceed Cadillac/General Motors GMW15777 global paint requirements. Orange peel levels are to meet or exceed the #6 A.C.T.standard in critical areas. These requirements must be met in order for the exterior paint finish to be considered acceptable. The manufacture's written paint standards will be available upon request.

**PAINT - ENVIRONMENTAL IMPACT**

Contractor will meet or exceed all current state regulations concerning paint operations. Pollution control will include measures to protect the atmosphere, water and soil. Controls will include the following conditions:

- Topcoats and primers will be chrome and lead free.
- Metal treatment chemicals will be chrome free. The wastewater generated in the metal treatment process will be treated on-site to remove any other heavy metals.
- Particulate emission collection from sanding operations will have a 99.99% efficiency factor.
- Particulate emissions from painting operations will be collected by a dry filter or water wash process. If the dry filter is used, it will have an efficiency rating of 98.00%. Water wash systems will be 99.97% efficient
- Water from water wash booths will be reused. Solids will be removed on a continual basis to keep the water clean.
- Paint wastes are disposed of in an environmentally safe manner.
- Empty metal paint containers will be recycled to recover the metal.
- Solvents used in clean-up operations will be recycled on-site or sent off-site for distillation and returned for reuse.

Additionally, the finished apparatus will not be manufactured with or contain products that have ozone depleting substances. Contractor will, upon demand, present evidence that the manufacturing facility meets the above conditions and that it is in compliance with his state EPA rules and regulations.

**CAB TWO-TONE PAINT**
The cab will be painted two-tone with the upper section painted #10 white and the lower section painted #90 red. There will be a standard two-tone cab paint break provided.

There will be a standard cab shield provided.

**BODY PAINT**
The body will be painted to match the lower section of the cab.

**PAINT CHASSIS FRAME ASSEMBLY**
The chassis frame assembly will be finished with a single system black top coat before the installation of the cab and body, and before installation of the engine and transmission assembly, air brake lines, electrical wire harnesses, etc.

Components that are included with the chassis frame assembly that will be painted are:

- Frame rails
- Frame liners
- Cross members
- Axles
- Suspensions
- Steering gear
- Battery boxes
- Bumper extension weldment
- Frame extensions
- Body mounting angles
- Rear Body support substructure (front and rear)
- Pump house substructure
- Air tanks
- Steel fuel tank
- Castings
- Individual piece parts used in chassis and body assembly

Components treated with epoxy E-coat protection prior to paint:

- Two (2) C-channel frame rails
- Two (2) frame liners

The E-coat process will meet the technical properties shown.

**AXLE HUB PAINT**
All axle hubs will be painted to match primary job color.

**COMPARTMENT INTERIOR PAINT**
The interior of all compartments will be painted with a gray spatter finish for ease of cleaning and to make it easier to touch up scratches and nicks.

**AERIAL TURNTABLE PAINT COLOR**

All aerial device ladder sections will have a natural swirl finish.

The aerial device paint procedure will consist of a seven (7) step finishing process as follows:

1. Manual Surface Preparation - All exposed metal surfaces on the aerial device structural components above the rotation point will be thoroughly cleaned and mechanically shot-blasted to remove metal impurities and prepare the aerial for painting.

2. Zinc Rich Primer - Zinc rich primer will be applied to the torque box and stabilizers.

3. Primer/Surfacer Coats - A two (2) component epoxy primer/surfacer will be applied to the mechanically shot-blasted metal surfaces to provide a strong corrosion protective base coat and to smooth out the surface. All seams will be caulked with a two (2) component epoxy caulk before painting.

4. Hand Sanding - The primer/surfacer coat of the outer surfaces of the hand rails and base rails will be lightly sanded to a smooth finish.

5. Primer Coat - A two (2) component epoxy primer coat will be applied over the sanded primer.

6. Topcoat Paint - Urethane base coat will be applied to opacity for correct color matching.

7. Clear Coat - Two (2) coats of an automotive grade two (2) component urethane will be applied.

Surfaces that will not be painted include all chrome plated, polished stainless steel, anodized aluminum and bright aluminum treadplate.

All buy out components, such as monitor, nozzle, gauges, etc. will be supplied as received from the vendor.

Removable items such as brackets will be removed and painted separately to ensure paint coverage behind all mounted items.

The aerial device components will be painted as follows using the aforementioned seven (7) step finishing process:

- Aerial turntable: white 10
- Aerial control console: white 10
- Aerial lift and extension cylinders: white 10
- Aerial torque box, support structure and components below the rotation point: gloss black primer
- Aerial stabilizers: black 101
- Aerial egress: #50 red
- Aerial boom support: gloss black primer

**REFLECTIVE STRIPES**
Three (3) reflective stripes will be provided across the front of the vehicle and along the sides of the body. The reflective band will consist of a 1.00" white stripe at the top with a 1.00" gap then a 8.00" white stripe with a 1.00" gap and a 1.00" white stripe on the bottom.

The reflective band provided on the cab face will be at the headlight level.

**REAR CHEVRON STRIPING**
There will be alternating chevron striping located on the rear-facing vertical surface of the apparatus. Covered surfaces will include the rear wall and aluminum doors. Roll up doors, stainless steel access doors, and the center rear wall behind the access steps will not be covered in chevron.

The colors will be red and fluorescent yellow green diamond grade.

Each stripe will be 6.00" in width.

This will meet the requirements of the current edition of NFPA 1901, which states that 50% of the rear surface will be covered with chevron striping.

**REFLECTIVE STRIPE ON STABILIZERS**
There will be a 4.00" wide fluorescent yellow green diamond grade reflective stripe provided on the forward and rear facing side of all aerial stabilizers.

**CAB DOOR REFLECTIVE STRIPE**
A 6.00" x 16.00" white reflective stripe will be provided across the interior of each cab door. The stripe will be located approximately 1.00" up from the bottom, on the door panel.

This stripe will meet the NFPA 1901 requirement.

**LETTERING**
Forty-one (41) to sixty (60) reflective lettering, 3.00" high, with outline and shade will be provided.

**CAB GRILLE DESIGN**
An American flag design will be painted on the cab grille.

**FIRE APPARATUS PARTS MANUAL**
There will be one (1) custom parts manual(s) in USB flash drive format for the complete fire apparatus provided.

The manual(s) will contain the following:

- Job number
- Part numbers with full descriptions
- Table of contents
- Parts section sorted in functional groups reflecting a major system, component, or assembly
- Parts section sorted in alphabetical order
- Instructions on how to locate parts

Each manual will be specifically written for the chassis and body model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

**Service Parts Internet Site**

The service parts information included in these manuals are also available on the Pierce website. The website offers additional functions and features not contained in this manual, such as digital photographs and line drawings of select items. The website also features electronic search tools to assist in locating parts quickly.

**CHASSIS SERVICE MANUALS**

There will be one (1) chassis service manuals on USB flash drives containing parts and service information on major components provided with the completed unit.

The manual will contain the following sections:

- Job number
- Table of contents
- Troubleshooting
- Front Axle/Suspension
- Brakes
- Engine
- Tires
- Wheels
- Cab
- Electrical, DC
- Air Systems
- Plumbing
- Appendix

The manual will be specifically written for the chassis model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

**CHASSIS OPERATION MANUAL**

The chassis operation manual will be provided on one (1) USB flash drive.

**ONE (1) YEAR MATERIAL AND WORKMANSHIP**

A Pierce basic apparatus limited warranty certificate, WA0008, is included with this proposal.

**ENGINE WARRANTY**

A Cummins **five (5) year** limited engine warranty will be provided. A limited warranty certificate, WA0181, is included with this proposal.

**STEERING GEAR WARRANTY**

A TRW **one (1) year** limited steering gear warranty will be provided. A copy of the warranty certificate will be submitted with the bid package.

**FIFTY (50) YEAR STRUCTURAL INTEGRITY**
The Pierce custom chassis frame limited warranty certificate, WA0013, is included with this proposal.

**FRONT AXLE WARRANTY**
A Eaton **five (5)-year/100,000 mile** parts and labor warranty will be provided.

**SINGLE REAR AXLE FIVE (5) YEAR MATERIAL AND WORKMANSHIP WARRANTY**
A Meritor™ Axle 5 year limited warranty will be provided.

**ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY**
A Meritor Wabco™ ABS brake system limited warranty certificate, WA0232, is included with this proposal.

**TEN (10) YEAR STRUCTURAL INTEGRITY**
The Pierce custom cab limited warranty certificate, WA0012, is included with this proposal.

**CAMERA SYSTEM WARRANTY**
A Pierce fifty four (54) month warranty will be provided for the camera system**.**

**COMPARTMENT LIGHT WARRANTY**
The Pierce 12 volt DC LED strip lights limited warranty certificate, WA0203, is included with this proposal.

**TRANSMISSION WARRANTY**
The transmission will have a **five (5) year/unlimited mileage** warranty covering 100 percent parts and labor. The warranty will be provided by Allison Transmission.

Note: The transmission cooler is not covered under any extended warranty you may be getting on your Allison Transmission. Please review your Allison Transmission warranty for coverage limitations.

**TRANSMISSION COOLER WARRANTY**
The transmission cooler will carry a five (5) year parts and labor warranty (exclusive to the transmission cooler). In addition, a collateral damage warranty will also be in effect for the first three (3) years of the warranty coverage and will not exceed $10,000 per occurrence. A copy of the warranty certificate will be submitted with the bid package.

**WATER TANK WARRANTY**
A UPF poly water tank limited warranty certificate, WA0195, is included with this proposal.

**TEN (10) YEAR STRUCTURAL INTEGRITY**
The Pierce apparatus body limited warranty certificate, WA0009, is included with this proposal.

**ROLL UP DOOR MATERIAL AND WORKMANSHIP WARRANTY**
A Gortite roll-up door limited warranty will be provided. The mechanical components of the roll-up door will be warranted against defects in material and workmanship for the lifetime of the vehicle. A **six (6) year** limited warranty will be provided on painted and satin roll up doors.

The limited warranty certificate, WA0190, is included with this proposal.

**PUMP  WARRANTY**
The Waterous pump will be provided with a Seven (7) year material and workmanship limited warranty.

A copy of the warranty certificate will be submitted with the bid package (no exception).

**TEN (10) YEAR PUMP PLUMBING WARRANTY**
The Pierce apparatus plumbing limited warranty certificate, WA0035, is included with this proposal.

**TWENTY (20) YEAR AERIAL DEVICE STRUCTURAL INTEGRITY WARRANTY**
The Pierce device limited warranty certificate, WA0052, is included with this proposal.

**AERIAL SWIVEL WARRANTY**
An Amity five (5) year limited swivel warranty will be provided.  A copy of the warranty certificate will be submitted with the bid package.

**HYDRAULIC SYSTEM COMPONENTS WARRANTY**
Aerial hydraulic system components will be provided with a five (5) year material and workmanship limited warranty.

**HYDRAULIC SEAL WARRANTY**
Aerial hydraulic seals will be provided with a three (3) year material and workmanship limited warranty.

A copy of the warranty certificates will be submitted with the bid package.

**AERIAL WATERWAY WARRANTY**
An Amity ten (10) year limited waterway warranty will be provided.  A copy of the warranty certificate will be submitted with the bid package.

**FOUR (4) YEAR PRO-RATED PAINT AND CORROSION**
A Pierce aerial device limited pro-rated paint warranty certificate, WA0047, is included with this proposal.

**TEN (10) YEAR PRO-RATED PAINT AND CORROSION**
A Pierce body limited pro-rated paint warranty certificate, WA0057, is included with this proposal.

**ONE (1) YEAR MATERIAL AND WORKMANSHIP**
The Pierce graphics fading and deterioration limited warranty limited warranty certificate, WA0168, is included with this proposal.

**VEHICLE STABILITY CERTIFICATION**
The fire apparatus manufacturer will provide a certification stating the apparatus complies with NFPA 1901, current edition, section 4.13, Vehicle Stability.  The certification will be provided at the time of bid.

**ENGINE INSTALLATION CERTIFICATION**
The fire apparatus manufacturer will provide a certification, along with a letter from the engine manufacturer stating they approve of the engine installation in the bidder's chassis.  The certification will be provided at the time of delivery.

**POWER STEERING CERTIFICATION**

The fire apparatus manufacturer will provide a certification stating the power steering system as installed meets the requirements of the component supplier. The certification will be provided at the time of bid.

**CAB INTEGRITY CERTIFICATION**

The fire apparatus manufacturer will provide a cab crash test certification with this proposal. The certification will state that a specimen representing the substantial structural configuration of the cab has been tested and certified by an independent third party test facility. Testing events will be documented with photographs, real-time and high-speed video, vehicle accelerometers, cart accelerometers, and a laser speed trap. The fire apparatus manufacturer will provide a state licensed professional engineer to witness and certify all testing events. Testing will meet or exceed the requirements below:

- European Occupant Protection Standard ECE Regulation No.29.
- SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks.
- SAE J2420 COE Frontal Strength Evaluation - Dynamic Loading Heavy Trucks.

**Roof Crush**

The cab will be subjected to a roof crush force of 22,500 lb. This value meets the ECE 29 criteria, and is equivalent to the front axle rating up to a maximum of ten (10) metric tons.

**Side Impact**

The same cab will be subjected to dynamic preload where a 13,275-lb moving barrier is slammed into the side of the cab at 5.50 mph, striking with an impact of 13,000 ft-lb of force. This test is part of the SAE J2422 test procedure and more closely represents the forces a cab will see in a rollover incident.

**Frontal Impact**

The same cab will withstand a frontal impact of 32,600 ft-lb of force using a moving barrier in accordance with SAE J2420.

**Additional Frontal Impact**

The same cab will withstand a frontal impact of 65,200 ft-lb of force using a moving barrier. (Twice the force required by SAE J2420)

The same cab will withstand all tests without any measurable intrusion into the survival space of the occupant area.

**CAB DOOR DURABILITY CERTIFICATION**

Robust cab doors help protect occupants. Cab doors will survive a 200,000 cycle door slam test where the slamming force exceeds 20 G's of deceleration. The bidder will certify that the sample doors similar to those provided on the apparatus have been tested and have met these criteria without structural damage, latch malfunction, or significant component wear.

**WINDSHIELD WIPER DURABILITY CERTIFICATION**

Visibility during inclement weather is essential to safe apparatus performance. Windshield wipers will survive a 3 million cycle durability test in accordance with section 6.2 of SAE J198 *Windshield Wiper*

*Systems - Trucks, Buses and Multipurpose Vehicles.* The bidder will certify that the wiper system design has been tested and that the wiper system has met these criteria.

**SEAT BELT ANCHOR STRENGTH**

Seat belt attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat belt anchor design will withstand 3000 lb of pull on both the lap and shoulder belt in accordance with FMVSS 571.210 Seat Belt Assembly Anchorages. The bidder will certify that each anchor design was pull tested to the required force and met the appropriate criteria.

**SEAT MOUNTING STRENGTH**

Seat attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat mounting design will be tested to withstand 20 G's of force in accordance with FMVSS 571.207 Seating Systems. The bidder will certify, at time of delivery, that each seat mount and cab structure design was pull tested to the required force and met the appropriate criteria.

**PERFORMANCE CERTIFICATIONS**

**Cab Air Conditioning**

Good cab air conditioning temperature and air flow performance keeps occupants comfortable, reduces humidity, and provides a climate for recuperation while at the scene. The cab air conditioning system will cool the cab from a heat-soaked condition at 100 degrees Fahrenheit to an average of 78 degrees Fahrenheit in 30 minutes. The bidder will certify that a substantially similar cab has been tested and has met these criteria.

**Cab Defroster**

Visibility during inclement weather is essential to safe apparatus performance. The defroster system will clear the required windshield zones in accordance with SAE J381 Windshield Defrosting Systems Test Procedure And Performance Requirements - Trucks, Buses, And Multipurpose Vehicles. The bidder will certify that the defrost system design has been tested in a cold chamber and passes the SAE J381 criteria.

**Cab Auxiliary Heater**

Good cab heat performance and regulation provides a more effective working environment for personnel, whether in-transit, or at a scene. An auxiliary cab heater will warm the cab 77 degrees Fahrenheit from a cold-soak, within 30 minutes when tested using the coolant supply methods found in SAE J381. The bidder will certify, at time of delivery, that a substantially similar cab has been tested and has met these criteria.

**AMP DRAW REPORT**

The bidder will provide, at the time of bid and delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system.

The manufacturer of the apparatus will provide the following:

- Documentation of the electrical system performance tests.
- A written load analysis, which will include the following:

- The nameplate rating of the alternator.
- The alternator rating under the conditions specified per:
  - Applicable NFPA 1901 or 1906 (Current Edition).
- The minimum continuous load of each component that is specified per:
  - Applicable NFPA 1901 or 1906 (Current Edition).
- Additional loads that, when added to the minimum continuous load, determine the total connected load.
- Each individual intermittent load.

All of the above listed items will be provided by the bidder per the applicable NFPA 1901 or 1906 (Current Edition).

# Option List

12/13/2021

| | | | |
|---|---|---|---|
| **Customer:** | Lauderdale-By-The-Sea | **Bid Number:** | 843 |
| **Representative** | Schneider, Michael | **Job Number:** | |
| **Organization:** | Ten-8 Fire & Safety, LLC | **Number of Units:** | 1 |
| **Requirements Manager:** | | **Bid Date:** | 11/30/2021 |
| **Description:** | Lauderdale By The Sea - Saber HAL 75 Quint-BMP | **Stock Number:** | |
| **Body:** | Aerial, HD Ladder, 75' HAL, Quint, Alum Body, Saber FR | **Price Level:** | 40 (Current: 40) |
| **Chassis:** | Saber FR Chassis, Aerials, 75' HAL, Single Axle | **Lane:** | Lane 1 |

| Line | Option | Type | Option Description | Qty |
|---|---|---|---|---|
| 1 | 0766638 | | Boiler Plates, Aerial 75' HD Ladder<br>Fire Department/Customer - Lauderdale By The Sea<br>Operating/In conjunction W-Service Center - In Conjunction<br>Miles - 10 Miles<br>Number of Fire Dept/Municipalities - 2<br>Bidder/Sales Organization - Ten 8 Fire & Safety LLC<br>Delivery - Delivery representative<br>Dealership/Sales Organization, Service - Ten 8 Fire & Safety LLC | 1 |
| 2 | 0018180 | | Single Source Compliance, Aerials | 1 |
| 3 | 0584456 | | Manufacture Location, Appleton, Wisconsin | 1 |
| 4 | 0584452 | | RFP Location:  Appleton, Wisconsin | 1 |
| 5 | 0588609 | | Vehicle Destination, US | 1 |
| 6 | 0610784 | | Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions | 1 |
| 7 | 0533351 | | Quint Fire Apparatus | 1 |
| 8 | 0588612 | | Vehicle Certification, Aerial w/Pump | 1 |
| 9 | 0681278 | | Agency, Apparatus Certification, Aerial w/Pump, U.L. | 1 |
| 10 | 0620357 | | Consortium, Florida Sheriff's | 1 |
| 11 | 0537375 | | Unit of Measure, US Gallons | 1 |
| 12 | 0529326 | | Bid Bond, 10%, Pierce Built Chassis | 1 |
| 13 | 0540326 | | Performance Bond, Not Requested | 1 |
| 14 | 0000007 | | Approval Drawing | 1 |
| 15 | 0002928 | | Electrical Diagrams | 1 |
| 16 | 0624491 | | Saber FR Chassis, Aerials, 75' HAL, Single Axle | 1 |
| 17 | 0000110 | | Wheelbase<br>Wheelbase - 223.50 | 1 |
| 18 | 0000070 | | GVW Rating<br>GVW rating - 53.500 | 1 |
| 19 | 0649713 | | Frame Rails, 10.25" x 3.50" x .375", Saber FR/Enf | 1 |
| 20 | 0620712 | | Frame Liner, Internal "C", 9.38" x 3.13" x .25", w/Reinforcement,67"Qval,SFR/Enf | 1 |
| 21 | 0637911 | | Axle, Front, Dana, D-2000F, 20,000 lb Saber FR/Enforcer | 1 |
| 22 | 0637913 | | Suspension, Front, Standens, Taper Leaf, 20,000 lb, Saber FR/Enforcer | 1 |
| 23 | 0000321 | | Shock Absorbers on Front Axle, Monroe Magnum 65, Saber/Enforcer | 1 |
| 24 | 0000322 | | Oil Seals, Front Axle | 1 |
| 25 | 0582936 | | Tires, Front, Goodyear, G289 WHA, 315/80R22.50, 20 ply | 1 |
| 26 | 0019575 | | Wheels, Front, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot | 1 |
| 27 | 0603826 | | Axle, Rear, Meritor RS30-185, 33,500 lb, Saber FR/Enforcer | 1 |
| 28 | 0544253 | | Top Speed of Vehicle, 68 MPH | 1 |
| 29 | 0122073 | | Suspen, Rear, Standens, Spring, 33,500 lb, Imp/Vel/Enf | 1 |
| 30 | 0000485 | | Oil Seals, Rear Axle | 1 |
| 31 | 0585004 | | Tires, Rear, Goodyear, G289 WHA, 315/80R22.50, 20 ply, Single | 1 |
| 32 | 0641529 | | Wheels, Rear, Accuride, 22.50" x 9.00", Aluminum, Hub Pilot, Single | 1 |
| 33 | 0568081 | | Tire Balancing, Counteract Beads | 1 |
| 34 | 0620570 | | Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle<br>Qty, Tire Pressure Ind - 6 | 1 |
| 35 | 0003245 | | Axle Hub Covers w/center hole, S/S, Front Axle | 1 |
| 36 | 0057936 | | Covers, Lug Nut, Chrome | 1 |
| 37 | 0002045 | | Mud Flap, Front and Rear, Pierce Logo | 1 |
| 38 | 0602470 | | Chocks, Wheel, Quint, Provided by Dealer, NFPA 2016 | 1 |
| 39 | 0544692 | | Mounting Brackets, Chocks, Provided by Dealer | 1 |
| 40 | 0010670 | | ABS  Wabco Brake System, Single rear axle | 1 |
| 41 | 0690932 | | Brakes, Bendix, ADB22X, 17" Disc, Front | 1 |

| Line | Option | Type | Option Description | Qty |
|---|---|---|---|---|
| 42 | 0000740 | | Brakes, Meritor, Cam, Rear, 16.50 x 8.63" | 1 |
| 43 | 0020784 | | Air Compressor, Brake, Cummins/Wabco 18.7 CFM | 1 |
| 44 | 0637584 | | Brake Reservoirs, 5,376 Cubic Inch Minimum Capacity, Saber FR/Enforcer | 1 |
| 45 | 0644228 | | Air Dryer, Wabco System Saver 1200 IWT, Heated, 10" Frame, Standen, SFR/Enf | 1 |
| 46 | 0000790 | | Brake Lines, Nylon | 1 |
| 47 | 0000854 | | Air Inlet, w/Disconnect Coupling | 1 |
| | | | Location, Air Coupling(s) - h) DS Pump Panel | |
| | | | Qty, Air Coupling (s) - 1 | |
| 48 | 0070810 | | All Wheel Lockup (Aerial/Tanker Chassis) | 1 |
| 49 | 0736437 | | Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2021, Saber FR/Enforcer | 1 |
| 50 | 0001244 | | High Idle w/Electronic Engine, Custom | 1 |
| 51 | 0687994 | | Engine Brake, Jacobs Compression Brake, Cummins Engine | 1 |
| | | | Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo | |
| 52 | 0644227 | | Clutch, Fan, Air Actuated, Saber FR/Enforcer | 1 |
| 53 | 0644573 | | Air Intake, Water & Ember Screen, Saber FR/Enforcer | 1 |
| 54 | 0794761 | | Exhaust System, 4", 2017 L9 Engine, Horizontal, Right Side | 1 |
| 55 | 0788765 | | Radiator, Saber FR/Enforcer | 1 |
| 56 | 0001090 | | Cooling Hoses, Rubber | 1 |
| 57 | 0094006 | | Fuel Tank, 65 Gallon, HAL | 1 |
| 58 | 0001129 | | Lines, Fuel | 1 |
| 59 | 0595087 | | DEF Tank, 4.5 Gallon, DS Fill, Forward of Rear Axle | 1 |
| | | | Door, Material & Finish, DEF Tank - Polished Stainless | |
| 60 | 0723716 | | Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd | 1 |
| 61 | 0552712 | | Not Required, Shutoff Valve, Fuel Line | 1 |
| 62 | 0699437 | | Cooler, Chassis Fuel, Not Req'd. | 1 |
| 63 | 0642572 | | Trans, Allison 5th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/DCF/SFR/Enf | 1 |
| 64 | 0625329 | | Transmission, Shifter, 5-Spd, Push Button, 3000 EVS | 1 |
| 65 | 0684459 | | Transmission Oil Cooler, Modine, External | 1 |
| 66 | 0001370 | | Driveline, Spicer 1710 | 1 |
| 67 | 0637248 | | Steering, Dual Gear, TRW TAS-65, w/tilt, Pump w/ Cooler, Saber FR/Enforcer | 1 |
| 68 | 0605356 | | Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer | 1 |
| 69 | 0690274 | | Logo/Emblem, on Dash | 1 |
| | | | Text, Row (1) One - Lauderdale | |
| | | | Text, Row (2) Two - By The | |
| | | | Text, Row (3) Three - Sea | |
| 70 | 0624298 | | Bumper, 16" Extended, Saber FR/Enforcer | 1 |
| 71 | 0640199 | | Tray, Hose, Center, 16" Bumper, Outside Air Horns | 1 |
| | | | Grating, Bumper extension - Grating, Rubber | |
| | | | Capacity, Bumper Tray - 19) 100' of 1.75" | |
| 72 | 0624826 | | Hose Restraint, Bumper Tray, 2.00" Straps, Fasteners, Pair | 1 |
| | | | Type of fastener - 2" cam buckle | |
| | | | Qty, Pair - 01 | |
| 73 | 0614646 | | No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf | 1 |
| 74 | 0002270 | | Tow Hooks, Chrome | 1 |
| 75 | 0591736 | | Rods, Sight on Bumper, Bores, Model 848-211, Directional and Marker Light Active | 1 |
| 76 | 0625654 | | Cab, Saber FR, 6000 | 1 |
| 77 | 0647919 | | Engine Tunnel, ISL, Saber FR/Enforcer | 1 |
| 78 | 0633594 | | Rear Wall, Interior, Adjustable Seating | 1 |
| 79 | 0632103 | | Rear Wall, Exterior, Cab, Saber FR/Enforcer | 1 |
| | | | Material, Exterior Rear Wall - Aluminum Treadplate | |
| 80 | 0644201 | | Cab Lift, Elec/Hyd, Saber FR/Enforcer | 1 |
| 81 | 0636939 | | Grille, Polished Stainless Steel, Front of Cab, Saber | 1 |
| 82 | 0647932 | | Not Required, Trim, S/S Band, Across Cab Face, AXT/Dash CF/Saber/Enforcer | 1 |
| 83 | 0087357 | | Molding, Chrome on Side of Cab | 1 |
| 84 | 0521669 | | Mirrors, Retrac, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex | 1 |
| 85 | 0648171 | | Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Level Roof | 1 |
| | | | Key Model, Cab Doors - 751 | |
| | | | Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black | |
| 86 | 0655543 | | Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab | 1 |
| 87 | 0528958 | | Not Required, Controls, Electric Window, AXT, Quantum, Saber, Enforcer, Dash CF | 1 |
| 88 | 0638310 | | Steps, 4-Door Cab, Saber FR/Enforcer | 1 |
| | | | Step Well Material - Aluminum Treadplate | |

| Line | Option | Type | Option Description | Qty |
|---|---|---|---|---|
| 89 | 0770194 | | Handrail, Exterior, Knurled, Alum, 4-Door Cab | 1 |
| 90 | 0634786 | | Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts | 1 |
| 91 | 0002141 | | Fenders, s/s on cab - Saber/Enforcer | 1 |
| 92 | 0042105 | | No Windows, Side of Crew Cab | 1 |
| 93 | 0722796 | | Dash, Poly, Saber FR/Enforcer | 1 |
| 94 | 0634206 | | Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Saber FR/Enforcer | 1 |
| | | | Mounting Provision Spacing - .75"<br>Material Finish, Cab Interior - Painted | |
| 95 | 0750824 | | Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE | 1 |
| | | | Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray<br>Engine Tunnel Cover - Painted<br>Cab Interior Rear Wall Material - Painted Aluminum | |
| 96 | 0753903 | | Cab Interior, Paint Color, Saber FR/Enforcer | 1 |
| | | | Color, Cab Interior Paint - i) fire smoke gray | |
| 97 | 0052100 | | Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer | 1 |
| 98 | 0741237 | | HVAC, Saber FR, CARE | 1 |
| | | | HVAC System, Filter Access - Removable Panel<br>Auxiliary Cab Heater - Both<br>HVAC System, Control Loc. - Panel Position #12 | |
| 99 | 0639675 | | Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer | 1 |
| | | | Sun Visor Retention - No Retention | |
| 100 | 0634328 | | Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer | 1 |
| 101 | 0583938 | | Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim | 1 |
| | | | Qty, - 01 | |
| 102 | 0631830 | | Fluid Check Access, Saber FR/Enforcer, Arrow XT | 1 |
| 103 | 0583039 | | Not Required, Side Roll and Frontal Impact Protection | 1 |
| 104 | 0622619 | | Seating Capacity, 4 Seats | 1 |
| 105 | 0636957 | | Seat, Driver, Pierce PSV, Air Ride, High Back, Saber FR/Enforcer | 1 |
| 106 | 0636946 | | Seat, Officer, Pierce PSV, Fixed, SCBA, Saber FR/Enforcer | 1 |
| 107 | 0620420 | | Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer | 1 |
| 108 | 0771207 | | Cabinet, Rear Facing, LS, 23 W x 34 H x 26.75 D, Web, Ext Acc, SFR/Enf | 1 |
| | | | Type of fastener - 1" side release<br>Restraint Location - Bottom (towards the ground)<br>Light, Short Cabinet - Amdor H2O, Interior, Left Side<br>Scuffplate, Material/Finish - S/S, Polished<br>Material Finish, Shelf - Painted - Cab Interior<br>Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip<br>Door, Cab Exterior Cabinet - Double Pan, Locking #1250<br>Door, Exterior Stop - Web Strap<br>Louvers, Cabinet - 0-No Louvers | |
| 109 | 0102783 | | Not Required, Seat, Rr Facing C/C, Center | 1 |
| 110 | 0767414 | | Cabinet, Rear Facing, RS, 22 W x 34 H x 26.75 D, Web, Ext Acc, SFR/Enf | 1 |
| | | | Type of fastener - 1" side release<br>Restraint Location - Bottom (towards the ground)<br>Light, Short Cabinet - Amdor H2O, Interior, Left Side<br>Scuffplate, Material/Finish - S/S, Polished<br>Material Finish, Shelf - Painted - Cab Interior<br>Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip<br>Door, Cab Exterior Cabinet - Double Pan, Locking #1250<br>Door, Exterior Stop - Web Strap<br>Louvers, Cabinet - 0-No Louvers | |
| 111 | 0108189 | | Not Required, Seat, Forward Facing C/C, DS Outboard | 1 |
| 112 | 0613601 | | Seat, Forward Facing C/C, Center, (2) Pierce PSV, SCBA, 5.50" Spacing, SFR/Enf | 1 |
| 113 | 0108190 | | Not Required, Seat, Forward Facing C/C, PS Outboard | 1 |
| 114 | 0766467 | | Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE | 4 |
| | | | Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray<br>Qty, - 04 | |
| 115 | 0557922 | | Bracket, Air Bottle, Zico, QM-ROLO-SA, Rol-Loc Style | 4 |
| | | | Qty, - 04 | |
| 116 | 0678689 | | Compt, Enclose, Forward Facing Seat Riser, VEL/IMP/Qtm/SFR/Enf | 1 |
| | | | Location - rear seat riser<br>Qty, - 1 | |

| Line | Option | Type | Option Description | Qty |
|---|---|---|---|---|
| 117 | 0603866 | | Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer | 1 |
| | | | Seat Belt Color - Red | |
| 118 | 0602464 | | Helmet Storage, Provided by Fire Department, NFPA 2016 | 1 |
| 119 | 0647647 | | Lights, Dome, FRP Dual LED 4 Lts | 1 |
| | | | Color, Dome Lt - Red & White | |
| | | | Color, Dome Lt Bzl - Black | |
| | | | Control, Dome Lt White - Door Switches and Lens Switch | |
| | | | Control, Dome Lt Color - Lens Switch | |
| 120 | 0610614 | | Portable Hand Light, Provided by Fire Department, Quint ULC | 1 |
| 121 | 0644187 | | Cab Instruments, Black Gauges, Black Bezels, Saber FR/Enforcer | 1 |
| | | | Emergency Switching - Individual Switches | |
| 122 | 0002544 | | Air Restriction Indicator - Pierce Chassis | 1 |
| 123 | 0543751 | | Light, Do Not Move Apparatus | 1 |
| | | | Alarm, Do Not Move Truck - Pulsing Alarm | |
| 124 | 0637359 | | Not Required, Door Open Indicator w/Do Not Move Truck Light, Enf/Saber FR | 1 |
| 125 | 0754774 | | Switching, Cab Instrument Lower Console & Overhead, Rocker, Saber | 1 |
| 126 | 0644179 | | Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer | 1 |
| 127 | 0002565 | | Hourmeter, Aerial Inside Cab | 1 |
| 128 | 0002615 | | Switch, Aerial 12V Master | 1 |
| 129 | 0002617 | | PTO switch, w/light - aerial | 1 |
| 130 | 0548004 | | Wiring, Spare, 15 A 12V DC 1st | 4 |
| | | | Qty, - 04 | |
| | | | 12vdc power from - Battery direct | |
| | | | Wire termination - Butt Splice | |
| | | | Location, Spare Wiring - Officer Dash and EMS Compt | |
| 131 | 0548015 | | Wiring, Spare, 30 A 12V DC 1st | 1 |
| | | | Qty, - 01 | |
| | | | 12vdc power from - Battery direct | |
| | | | Wire termination - Stud | |
| | | | Location, Spare Wiring - body compt. RS1 | |
| 132 | 0610968 | | Wiring, Spare, 2.0 A 12V DC, USB Termination Blue Sea 1016 1st | 2 |
| | | | Qty, - 02 | |
| | | | 12vdc power from - Battery direct | |
| | | | Location - one officer side dash 1 DS EMS compt. side wall outboard | |
| 133 | 0763646 | | Vehicle Information Center, LCD On Gauge Cluster Only, Sab/Enf | 1 |
| | | | System Of Measurement - US Customary | |
| 134 | 0734857 | | Collision Mitigation, HAAS Alert (R2V), HA5 | 1 |
| | | | Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription | |
| 135 | 0610240 | | Vehicle Data Recorder w/Seat Belt Monitor | 1 |
| 136 | 0601948 | | Intercom, Firecom 5100D Single Radio, 1 Wireless Base Station, (O,2C,Wired) | 1 |
| | | | Location - DS/OD two crew | |
| | | | Location, Intercom, C Cab - 2) 2 forward facing seats | |
| 137 | 0006240 | | Cable, Radio to Intercom Interface, Firecom, 1 Radio | 1 |
| | | | Radio, First Two-Way Make - Motorola High Power | |
| | | | Radio, First, Two-Way Model - Motorola APX 7500 HP | |
| 138 | 0681396 | | Headset, Firecom, FH-52 Over Head, Intercom Only | 2 |
| | | | Qty, - 02 | |
| | | | Location, Headset - DS Outbrd, Fwrd Fcng Seat and PS Outbrd, Fwrd Fcng Seat | |
| 139 | 0681413 | | Headset, Firecom, FH-51 Over Head, Radio Transmit | 2 |
| | | | Qty, - 02 | |
| | | | Location, Headset - Driver Seat and Officer Seat | |
| 140 | 0696443 | | Antenna Mount, Custom Chassis, Cable Routed to Overhead Switch Area | 2 |
| | | | Location - OS - overhead and behind OS seat | |
| | | | Qty, - 02 | |
| 141 | 0653531 | | Camera, Pierce, 7" LCD, R, RS Cameras | 1 |
| | | | Location, Camera Monitor - Driver Side Dash | |
| 142 | 0624249 | | Electrical Power/Signal Protection & Control, Saber FR | 1 |
| 143 | 0624260 | | Electrical System, Saber FR | 1 |
| 144 | 0079166 | | Batteries, (4) Exide Grp 31, 950 CCA ea, Threaded Stud | 1 |
| 145 | 0008621 | | Battery System, Single Start, All Custom Chassis | 1 |
| 146 | 0002698 | | Battery Compartment, Saber/Enforcer | 1 |
| 147 | 0531315 | | Charger, Sngl Sys, IOTA, DSL-75, 75 Amp, Kussmaul 091-94-12 Ind, Qtm/Enf/SFR | 1 |

| Line | Option | Type | Option Description | Qty |
|---|---|---|---|---|
| 148 | 0012782 | | Location, Charger, Front Left Side Body Compartment | 1 |
| | | | Location, Battery Chrgr/Cmpr - High On Left Wall | |
| 149 | 0530949 | | Location, Bat Chrg Ind, Driver's Seat Riser | 1 |
| 150 | 0016857 | | Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super | 1 |
| | | | Qty, - 01 | |
| | | | Color, Kussmaul Cover - b) red | |
| | | | Shoreline Connection - Battery Charger | |
| 151 | 0026800 | | Shoreline Location | 1 |
| | | | Location, Shoreline(s) - DS Cab Side | |
| 152 | 0121711 | | Alternator, 320 amp, Leece-Neville 4962PA, Sgl Sys | 1 |
| 153 | 0644176 | | Load Manager, Integrated In Electrical System, Saber FR/Enforcer | 1 |
| 154 | 0783153 | | Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel | 1 |
| | | | Color, Headlight Bez - Chrome Bezel | |
| 155 | 0775055 | | Light, Directional, Wln C6T* LED Arrow, Common Bzl, Above Headlts, Sab/Enf | 1 |
| | | | Color, Lens, LED's - Clear | |
| 156 | 0620054 | | Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts | 1 |
| 157 | 0735474 | | Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts, Saber FR/Enforcer | 1 |
| | | | Light Guard - No Guards | |
| 158 | 0647899 | | Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf | 1 |
| 159 | 0511569 | | Lights, Clearance/Marker/ID, Rear, P25 LED 7Lts | 1 |
| | | | Light Guard - Without Guard | |
| 160 | 0602938 | | Light, Marker End Outline, Rubber Arm, LED Marker Lamp, Rear Body | 1 |
| | | | Qty, Lights, Pair - 1 | |
| 161 | 0517025 | | Lights, Tail, Wrap-around, Stop/Tail, Turn & Backup LED, Tri-Cluster | 1 |
| 162 | 0085910 | | Lights, Backup Included in Signal Cluster | 1 |
| 163 | 0664481 | | Bracket, License Plate & Light, P25 LED | 1 |
| 164 | 0589905 | | Alarm, Back-up Warning, PRECO 1040 | 1 |
| 165 | 0769420 | | Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr | 1 |
| 166 | 0769564 | | Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 1lt | 1 |
| 167 | 0770056 | | Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step | 1 |
| | | | Control, Perimeter Lts - Parking Brake Applied | |
| 168 | 0603108 | | Light, HiViz FT-MB-24-TRGWA-*-*, 31.11" 2nd | 1 |
| | | | Location, Lights - upper side body PS | |
| | | | Qty, - 01 | |
| | | | Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS | |
| | | | Color, Lt Housing - White | |
| | | | Scene Light Optics - Flood/Spot | |
| 169 | 0603109 | | Light, HiViz FT-MB-24-TRGWA-*-*, 31.11" 1st | 1 |
| | | | Location, Lights - upper side body DS | |
| | | | Qty, - 01 | |
| | | | Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS | |
| | | | Color, Lt Housing - White | |
| | | | Scene Light Optics - Flood/Spot | |
| 170 | 0735836 | | Light, Roof Mt, HiViz, FT-B-46-*-*, Cnt Feature | 1 |
| | | | Control, Scene Lts - Cab Sw Panel DS | |
| | | | Color, Lt Housing HiViz - White | |
| | | | Scene Light Optics - Flood/Spot | |
| 171 | 0005956 | | Lights, Deck, Unity (2) AG, Rear, Aerial | 1 |
| 172 | 0645676 | | Lights, Not Required, Hose Bed, Deck Lights At Rear | 1 |
| 173 | 0645681 | | Lights, Not Required, Rear Work, Deck Lights At Rear | 1 |
| 174 | 0624191 | | Lights, Rear Scene, Wln, 6SC0ENZR LED, Surface Mnt, 1st | 2 |
| | | | Location, Lights - each side rear bulkheads | |
| | | | Qty, - 02 | |
| | | | Control, Rear Scene Lts - Cab Switch Panel DS and Body Switch, DS Rear Bulkhead | |
| 175 | 0709438 | | Light, Walking Surf, FRP Flood, LED | 1 |
| 176 | 0898355 | | Aerial, HD Ladder, 75' HAL, Quint, Alum Body, Saber FR | 1 |
| 177 | 0554271 | | Body Skirt Height, 20" | 1 |
| 178 | 0071556 | | Tank, Water, 500 Gallon, Poly, 75' HAL | 1 |
| 179 | 0003405 | | Overflow, 4.00" Water Tank, Poly | 1 |
| 180 | 0028104 | | Foam Cell Required | 1 |
| 181 | 0003429 | | Not Required, Direct Tank Fill | 1 |
| 182 | 0518794 | | Hose Bed, Alum, LS/RS, 75' HAL | 1 |

| Line | Option | Type | Option Description | Qty |
|---|---|---|---|---|
| 183 | 0723546 | | DA Finished Hose Bed/Cargo Area | 1 |
| 184 | 0003491 | | Hose Bed Capacity 1000' of 5.00", Ascendant, PAP, PAL | 1 |
| 185 | 0604069 | | Hose Restraint, Two (2) Hose Beds, Aerial, Front Strap, 1" Heavy Nylon Web Rear | 1 |
| 186 | 0582727 | | Divider, Adj., Hose Bed, Unpainted, .25", 75' HAL | 1 |
| | | | Qty, - 01 | |
| 187 | 0003512 | | Running Boards, Ascendant, PAL | 1 |
| 188 | 0545671 | | Turntable Steps-Morton Cass, Swing-Down & Pull Out, Narrow, Rear Only, 75' HAL | 1 |
| 189 | 0553980 | | Lights, Step (7), P25 LED, 75' HAL w/ Rear Access Steps | 1 |
| 190 | 0690022 | | Wall, Rear, Body Material, 75' HAL | 1 |
| 191 | 0074515 | | Tow Eyes (2), 100AAT, Ascendant Single Axle, 75' HAL | 1 |
| 192 | 0590926 | | Hose Restraint, Running Board, Velcro Straps | 1 |
| | | | Location, Hose Tray, Running Board - Right Side | |
| | | | Qty, Tray, Hose - 1 | |
| 193 | 0014110 | | Tray, Hose, Running Board, 100' of 1.50" Hose | 1 |
| | | | Location, Hose Tray, Running Board - c) RH side | |
| | | | Qty, Tray, Hose - 1 | |
| 194 | 0064523 | | Construction, Compt, Alum, 3rd Gen, 75' HAL | 1 |
| 195 | 0095063 | | Compt, LS F/H, Roll Drs, 75' HAL | 1 |
| 196 | 0095088 | | Compt, LS Turntable, F/H, Roll Dr, 75' HAL | 1 |
| 197 | 0095090 | | Compt, RS F/H, Roll Drs, 75' HAL | 1 |
| 198 | 0095093 | | Compt, RS Turntable, F/H, Roll Dr, 75' HAL | 1 |
| 199 | 0545655 | | Compt, Rear, Gortite Rollup Door, Narrow, 75' HAL | 1 |
| 200 | 0760351 | | Doors, Gortite, Rollup, Side Compartments, 75' HAL | 8 |
| | | | Qty, Door Accessory - 08 | |
| | | | Color, Roll-up Door, Gortite - Painted to Match Lower Body | |
| | | | Latch, Roll-up Door, Gortite - Non-Locking Liftbar | |
| 201 | 0502277 | | Bumper, Rear, Aluminum Rub Rail, 75' HAL | 1 |
| 202 | 0603083 | | Lights, Compt,Pierce LED,Dual Light Strips,Each Side Dr,Ascend TA,75'HAL,PAP,HDL | 9 |
| | | | Qty, - 09 | |
| | | | Location, Compartment Lights - All Body Compts | |
| 203 | 0687145 | | Shelf Tracks, Recessed, PUC/3rd Generation | 1 |
| 204 | 0600289 | | Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations, Aerial | 6 |
| | | | Qty, Shelf - 06 | |
| | | | Material Finish, Shelf - Painted - Spatter Gray | |
| | | | Location, Shelves/Trays, Predefined - RS2-Centered, RS3-Centered, RS1-Upper Third, LS1-Centered, LS2-Centered and LS1-Upper Third (2nd) | |
| 205 | 0760054 | | Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, 3G, 75' HAL | 4 |
| | | | Qty, - 04 | |
| | | | Location, Tray Slide-Out, Floor Mounted - RS1, RS4, LS1 and LS4 | |
| | | | Material Finish, Tray - Painted - Spatter Gray | |
| 206 | 0544614 | | Toolboard, Swing-out, Alum, .188", Peg Board, 3G | 1 |
| | | | Qty - 1 | |
| | | | Location, Pivot - Front | |
| | | | Mounting, Toolboard - Adjustable Frt-back | |
| | | | Hole Diameter, Pegboard/Toolboard - .203" diameter | |
| | | | Finish, Pegboard/Toolboard - Painted - Spatter Gray | |
| | | | Location, Toolboard - LS2 | |
| 207 | 0656625 | | Compt, Crib, Under Front Body, RS, 8" High, 3G, 75' HAL | 1 |
| | | | Finish - DA Finish | |
| 208 | 0755527 | | Pegboard, Back Wall Mounted, 3/16" Alum, Standard Depth Upper | 1 |
| | | | Qty, Comp. Accessory - 01 | |
| | | | Hole Diameter, Pegboard/Toolboard - .203" diameter | |
| | | | Finish, Pegboard/Toolboard - Painted - Spatter Gray | |
| | | | Location, Compartment, Predefined - LS2 | |
| 209 | 0061917 | | Rub Rail, Aluminum Extruded, 3.12", Side of Body | 1 |
| 210 | 0565606 | | Fender Crowns, Rear, S/S, w/Removable Fender Liner, Aerial, 3rd Gen | 1 |
| 211 | 0519849 | | Not Required, Hose, Hard Suction | 1 |
| 212 | 0893756 | | Handrails, Side Pump Panels, Per Print, Aerial | 1 |
| | | | Step, Runningboard - no step | |
| 213 | 0081803 | | Insert, Air Bottle Compt, "V" Shaped | 3 |
| | | | Qty, - 03 | |

| Line | Option | Type | Option Description | Qty |
|---|---|---|---|---|
| 214 | 0790215 | | Compt, Air Bottle, Dbl, in Fender Panel, Alum, 75' HAL, Non-TCO Body | 3 |
| | | | Qty, Air Bottle Comp - 3 | |
| | | | Location, Air Bottle - (1) LS Behind Rr Wheel, (1) RS Ahead Rr Wheel and (1) RS Behind Rr Wheel | |
| | | | Door Finish, Fender Compt - Polished | |
| | | | Latch, Air Bottle Compt - Flush Lift & Turn | |
| | | | Insert, Air Bottle Compt - Rubber Matting | |
| 215 | 0004220 | | Ladder, 35' Duo-Safety 1225-A 3-Sect | 1 |
| 216 | 0600821 | | Ladder, 24' Duo-Safety 900A 2-Section, Ascendant Single Axle, 75' HAL | 1 |
| | | | Qty, - 01 | |
| | | | Location, Extension Ladder - ladder storage | |
| 217 | 0004232 | | Ladder, (2) 16' Duo-Safety 875A Roof | 1 |
| 218 | 0024233 | | Not Required, Attic Extension Ladder | 1 |
| 219 | 0600819 | | Ladder, 10' Duo-Safety Folding, 585A, Ascendant Single Axle, 75' HAL | 1 |
| | | | Qty, - 01 | |
| | | | Location, Folding Ladder Aerial - ladder storage | |
| 220 | 0561860 | | Ladders Stored at Rear, 75' HAL, Smooth Aluminum Doors | 1 |
| 221 | 0600674 | | Lights, Torque Box Ladder Storage, Not Required, Ascendant Single, 75' HAL | 1 |
| 222 | 0725371 | | Backboard Storage, Compt w/Door, Over Pump | 1 |
| | | | Door, Material & Finish, Storage - Aluminum Treadplate | |
| | | | Latch, Door, Storage - Lift and Turn Latch | |
| | | | Qty, Backboard Troughs - 1 | |
| | | | Hinge Location - Rearward | |
| | | | Location, BB/Stokes/Long Tool Storage Over Pump - Rearward, Cargo Area | |
| | | | Access, Backboard/Stokes/Long Tool Compt - Both | |
| | | | Size, Backboard, Predefined - 74"L x 18"W x 2"H | |
| 223 | 0064319 | | Pike Pole, 12' Fire Hooks Unlimited, Fiberglass, NHF-12 | 1 |
| | | | Qty, - 01 | |
| 224 | 0789530 | | Pike Pole, 10' DUO Safety, Fiberglass | 1 |
| | | | Qty, Pike Poles - 1 | |
| | | | Location - ladder storage | |
| 225 | 0549137 | | Not Required, Pike Pole, 6' | 1 |
| 226 | 0788912 | | Pike Pole, 3' Fire Hooks Unlimited, New York Roof Hook, RH-3, w/D Handle | 1 |
| | | | Qty, - 01 | |
| 227 | 0770578 | | Pike Pole Tubes, in Torque Box/Ladder Storage, ABS | 6 |
| | | | Qty, - 06 | |
| 228 | 0024388 | | No Steps Required, Front Of Body | 1 |
| 229 | 0760347 | | Pump House, Side Control, 52", Control Zone, 75' HAL Aerial | 1 |
| 230 | 0035501 | | Pump House Structure, Std Height | 1 |
| 231 | 0004425 | | Pump, Waterous, CSU, 1500 GPM, Single Stage | 1 |
| 232 | 0004481 | | Seal, Grafoil, Waterous | 1 |
| 233 | 0559769 | | Trans, Pump, Waterous C20 Series | 1 |
| 234 | 0635600 | | Pumping Mode, Stationary Only | 1 |
| 235 | 0605126 | | Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous | 1 |
| 236 | 0003148 | | Transmission Lock-up, EVS | 1 |
| 237 | 0004547 | | Auxiliary Cooling System | 1 |
| 238 | 0014486 | | Not Required, Transfer Valve, Stage Pump | 1 |
| 239 | 0746501 | | Valve, Relief Intake, Elkhart | 1 |
| | | | Qty - 1 | |
| | | | Pressure Setting - 125 psig | |
| | | | Intake Relief Valve Control - Behind Right Side Pump Panel | |
| 240 | 0794959 | | Controller, Pressure, Pierce, Pump Boss, PBA300 | 1 |
| 241 | 0072153 | | Primer, Trident, Air Prime, Air Operated | 1 |
| 242 | 0780364 | | Manuals, Pump, (2) Total, Electronic Copies | 1 |
| 243 | 0602512 | | Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone | 1 |
| 244 | 0795135 | | Plumbing, Stainless Steel, w/Foam System | 1 |
| 245 | 0004645 | | Inlets, 6.00" - 1250 GPM or Larger Pump | 1 |
| 246 | 0014650 | | Pump Suction Tube(s), Short, All | 1 |
| 247 | 0004646 | | Cap, Main Pump Inlet, Long Handle, NST, VLH | 1 |
| 248 | 0084610 | | Valves, Akron 8000 series- All | 1 |
| 249 | 0016158 | | Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone" | 1 |
| | | | Qty, Inlets - 1 | |

| Line | Option | Type | Option Description | Qty |
|---|---|---|---|---|
| 250 | 0004700 | | Control, Inlet, at Valve | 1 |
| 251 | 0004660 | | Inlet (1), Left Side, 2.50" | 1 |
| 252 | 0723551 | | Inlet (1), Right Side, 2.50" | 1 |
| 253 | 0092569 | | No Rear Inlet (Large Dia) Requested | 1 |
| 254 | 0064116 | | No Rear Inlet Actuation Required | 1 |
| 255 | 0092696 | | Not Required, Cap, Rear Inlet | 1 |
| 256 | 0009648 | | No Rear Intake Relief Valve Required on Rear Inlet | 1 |
| 257 | 0092568 | | No Rear Auxiliary Inlet Requested | 1 |
| 258 | 0563738 | | Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle | 1 |
| 259 | 0029043 | | Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing | 1 |
| 260 | 0004905 | | Outlet, Tank Fill, 1.50" | 1 |
| 261 | 0062133 | | Control, Outlets, Manual, Pierce HW if applicable | 1 |
| 262 | 0004940 | | Outlet, Left Side, 2.50" | 2 |
| | | | Qty, Discharges - 02 | |
| 263 | 0005091 | | Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH | 1 |
| 264 | 0092570 | | Not Required, Outlets, Left Side Additional | 1 |
| 265 | 0035094 | | Not Required, Elbow, Left Side Outlets, Additional | 1 |
| 266 | 0004945 | | Outlet, Right Side, 2.50" | 1 |
| | | | Qty, Discharges - 01 | |
| 267 | 0025091 | | Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH | 1 |
| 268 | 0042961 | | Outlet, Right Side, 4" w/ 3" Valve (added) | 1 |
| | | | Qty, Discharges - 01 | |
| 269 | 0659072 | | Elbow, Right Side Outlets, 30 Degree, 4.00" FNST x 5.00" Storz, Additional | 1 |
| 270 | 0029137 | | Not Required, Outlet, Large Diameter | 1 |
| 271 | 0007308 | | Not Required, Elbow, Large Diameter Outlet | 1 |
| 272 | 0649939 | | Outlet, Front, 1.50" w/2" Plumbing | 1 |
| | | | Fitting, Outlet - 1.50" NST with 90 degree swivel<br>Drain, Front Outlet - Automatic<br>Location, Front, Single - in center bumper tray | |
| 273 | 0092575 | | Not Required, Outlet, Rear | 1 |
| 274 | 0045099 | | Not Required, Elbow, Rear Outlets | 1 |
| 275 | 0092574 | | Not Required, Outlet, Rear, Additional | 1 |
| 276 | 0085695 | | Not Required, Elbow, Rear Outlets, Large, Additional | 1 |
| 277 | 0092573 | | Not Required, Outlet, Hose Bed/Running Board Tray | 1 |
| 278 | 0752097 | | Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain | 1 |
| 279 | 0563739 | | Valve, 0.75" Bleeder, Discharges, Swing Handle | 1 |
| 280 | 0029106 | | Not Required, Deluge Outlet | 1 |
| 281 | 0029302 | | No Monitor Requested | 1 |
| 282 | 0029304 | | No Nozzle Req'd | 1 |
| 283 | 0029107 | | No Deluge Mount | 1 |
| 284 | 0047583 | | Waterway Outlet & Control, 4" Akron, Handwheel | 1 |
| 285 | 0723726 | | Speedlay Module Not Required | 1 |
| 286 | 0722432 | | Hose Restraint Not Required, No Speedlay Module | 1 |
| 287 | 0723395 | | Speedlays, Not Required | 1 |
| 288 | 0723394 | | Speedlays, Not Required | 1 |
| 289 | 0029167 | | Crosslays Sngl Sheet Unpainted, (2+) 1.50", Std. Cap | 2 |
| | | | Qty, Crosslays - 2 | |
| 290 | 0090442 | | Crosslays Sngl Sheet Unpainted, (1) 2.50" Std Cap | 1 |
| 291 | 0591145 | | Hose Restraint, Crosslay/Deadlay, Top and Ends, Elastic Netting | 2 |
| | | | Qty, - 02 | |
| 292 | 0029260 | | Not Required, Speedlays | 1 |
| 293 | 0750536 | | Hose Restr, Spdly, Not Required, No Spdly | 1 |
| 294 | 0014953 | | Foam Sys, FoamPro 1601 (Single Agent) | 1 |
| | | | Discharge - front 1.5 - DS 2.5 outlets<br>Amount of Disc. W/Foam - 2 | |
| 295 | 0552517 | | Not Required, Refill, Foam Tank | 1 |
| 296 | 0031896 | | Demonstration, Foam System, Dealer Provided | 1 |
| 297 | 0041377 | | Foam Cell, 25 Gallon, Reduce Water | 1 |
| | | | Type of Foam - Class "A" | |
| 298 | 0091036 | | Drain, 1.00" Foam Tank #1 | 1 |
| 299 | 0091079 | | Not Required, Foam Tank #2 | 1 |

| Line | Option | Type | Option Description | Qty |
|---|---|---|---|---|
| 300 | 0091112 | | Not Required, Foam Tank #2 Drain | 1 |
| 301 | 0738072 | | Approval Dwg, Pump Panel(s), Not Required | 1 |
| 302 | 0032479 | | Pump Panel Configuration, Control Zone | 1 |
| 303 | 0562698 | | Step, Slide-Out/Fold-Out, Pump Operator Platform, Aerial | 1 |
| 304 | 0667186 | | Light, Slide-Out Pump Operator Step, On Scene Solutions Access LED, Short Step | 1 |
| 305 | 0629252 | | Material, Pump Panels, Side Control Black Vinyl | 1 |
| | | | Material Finish, Pump Panel, Side Control - Black Vinyl | |
| | | | Material, Pump Panel, Side Control - Aluminum | |
| 306 | 0721765 | | Panel, Pump Access - Right Side Only, Side Control | 1 |
| | | | Latch, Pump Panel Access, Side Mount - Flush Lift and Turn, Chrome | |
| 307 | 0583824 | | Light, Pump Compt, Wln 3SC0CDCR LED White | 1 |
| | | | Qty, - 01 | |
| 308 | 0586382 | | Gauges, Engine, Included With Pressure Controller | 1 |
| 309 | 0005601 | | Throttle, Engine, Incl'd w/Press Controller | 1 |
| 310 | 0739224 | | Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green | 1 |
| 311 | 0549333 | | Indicators, Engine, Included with Pressure Controller | 1 |
| 312 | 0745568 | | Indicator Light, Pump Panel, Ok To Pump, Green | 1 |
| 313 | 0511078 | | Gauges, 4.00" Master, Class 1, 30"-0-600psi | 1 |
| 314 | 0511100 | | Gauge, 2.00" Pressure, Class 1, 30"-0-400psi | 1 |
| 315 | 0062586 | | Gauge, Water Level, Class 1, Pierce Std | 1 |
| 316 | 0062992 | | Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt | 1 |
| 317 | 0593161 | | Light Shield, S/S LED | 1 |
| 318 | 0606697 | | Air Horns, (2) Grover, In Bumper | 1 |
| 319 | 0606835 | | Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7) | 1 |
| 320 | 0016065 | | Control, Air Horn, Horn Ring, PS Chrome Push Button | 1 |
| 321 | 0525667 | | Siren, Wln 295SLSA1, 100 or 200 Watt | 1 |
| 322 | 0692039 | | Location, Electronic Siren, Center Console | 1 |
| 323 | 0076156 | | Control, Elec Siren, Head Only | 1 |
| 324 | 0601306 | | Speaker, (1) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt | 1 |
| | | | Connection, Speaker - siren head | |
| 325 | 0601565 | | Location, Speaker, Frt Bumper, Recessed, Center (Pos 4) | 1 |
| 326 | 0895310 | | Siren, Federal Q2B | 1 |
| | | | Finish, Q2B Siren - Chrome | |
| 327 | 0006095 | | Siren, Mechanical, Mounted Above Deckplate | 1 |
| | | | Location, Siren, Mech - a) Left | |
| 328 | 0748305 | | Control, Mech Siren, Multi Select | 1 |
| 329 | 0748279 | | Control Mech Siren, Push Button Sw, RS | 1 |
| 330 | 0748282 | | Control Mech Siren, Ft Sw LS | 1 |
| 331 | 0740391 | | Sw, Siren Brake, Momentary Chrome Push Button, RS | 1 |
| 332 | 0746353 | | Not Required, Warning Lights Intensity | 1 |
| 333 | 0606715 | | Lightbar, Wln, Freedom IV-Q, 2-21.5", RRRRR RRRRR | 1 |
| | | | Filter, Whl Freedom Ltbrs - No Filters | |
| 334 | 0540384 | | Lights, Front Zone, Wln M6*C LED, Clear Lens, in Common Bzl | 1 |
| | | | Color, Lt DS Front - Red | |
| | | | Color, Lt PS Front - Red | |
| 335 | 0653937 | | Flasher, Headlight Alternating | 1 |
| | | | Headlt flash deactivation - a)w/high beam | |
| 336 | 0540692 | | Lights, Side Zone Lower, Wln M6*C LED, Clear Lens, 3pr, Ovr 25 | 1 |
| | | | Location, Lights Front Side - c)each side, front custom cab corner | |
| | | | Color, Lt Side Front - Red | |
| | | | Color, Lt Side Middle - Red | |
| | | | Color, Lt Side Rear - Red | |
| | | | Location, Lights Mid Side - Rearward of Crew Cab Doors | |
| | | | Location, Lights Rear Side - Between Tandem | |
| 337 | 0564655 | | Lights, Rear Zone Lower, Wln M6*C LED, Clear Lens, For Tail Lt Housing | 1 |
| | | | Color, Lt DS Rear - r) DS Rear Lt Red | |
| | | | Color, Lt PS Rear - r) PS Rear Lt Red | |
| 338 | 0088745 | | Light, Rear Zone Up, Wln L31HRFN LED Beacon, Red LED | 1 |
| | | | Color, Dome, Rear Warning - j) both domes clear | |
| 339 | 0006551 | | Not Required, Lights, Rear Upper Zone Blocking | 1 |
| 340 | 0791501 | | Light, Traffic Directing, Wln TAL65, 36" Long LED, Aerials | 1 |
| | | | Activation, Traffic Dir L - Not Connected | |

| Line | Option | Type | Option Description | Qty |
|---|---|---|---|---|
| 341 | 0530074 | | Location, Traf Dir Lt, On Top of Body Below Turntable w/Trdplt Box | 1 |
| 342 | 0530282 | | Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End | 1 |
| 343 | 0781579 | | Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab | 1 |
| | | | Qty, - 01<br>Location 1 - PS EMS<br>AC Power Source - Shoreline<br>Cover, Receptacle - Interior SS Wall Plate(s) | |
| 344 | 0519934 | | Not Required, Brand, Hydraulic Tool System | 1 |
| 345 | 0649753 | | Not Required, PTO Driven Hydraulic Tool System | 1 |
| 346 | 0592917 | | Aerial, 75' HAL, Single Axle, 750# Tip Load | 1 |
| 347 | 0000042 | | Boom Support, Rear of the Chassis Cab | 1 |
| 348 | 0762413 | | Light, Boom Support, Amdor AY-LB-12HW012, 12" LED | 1 |
| 349 | 0799560 | | Boom Support Compartment, Not Required | 1 |
| 350 | 0680821 | | Boom Panel, Pair | 1 |
| | | | Paint Color, Predefined - #10 white | |
| 351 | 0526885 | | Indicator, Extension, Inside and Outside Handrails, Every 10' | 1 |
| | | | Color - 2) red | |
| 352 | 0723719 | | Steps, Folding, Four, Aerial Device, Trident | 1 |
| | | | Coating, Step - black<br>Light, Aerial Device Folding Step - no integrated light<br>Finish, Aerial Device Folding Step - bright finish | |
| 353 | 0678711 | | Brackets, Stokes Storage, Base Section, Inboard of Boom Panel | 1 |
| | | | Qty, - 01<br>Finish - Painted, Aerial Device Color<br>Location, Aerial Device - right side | |
| 354 | 0678539 | | Brackets Only, Roof/Wall Ladder, Aerial Fly Section | 1 |
| | | | Finish - DA  Finish<br>Roof Ladder, Make/Model - 10' Duo-Safety 775-A | |
| 355 | 0678641 | | Brackets Only, Pike Pole, Aerial Fly Section | 1 |
| | | | Qty, - 01<br>Pike Pole Make/Model - Darley 10' Pike Pole | |
| 356 | 0623645 | | Aerial Stability Test, Max Tip Options | 1 |
| 357 | 0601972 | | Lights, Turntable Walkway, P25, LED | 1 |
| 358 | 0601949 | | Light, Turntable Console, TecNiq T-10, LED Strip Light | 1 |
| 359 | 0057644 | | Control Stations, 75' HAL | 1 |
| 360 | 0593495 | | Stabilizers, One Set, 75' HAL Single Axle | 1 |
| | | | Material, Stabilizer Pad - Composite | |
| 361 | 0728961 | | Stabilizer Pan Material | 1 |
| | | | Stabilizer Panels - polished stainless steel | |
| 362 | 0548907 | | Doors, Stabilizer Control Box, Hinged Inboard, Smooth Aluminum | 1 |
| 363 | 0057647 | | Hydraulic System, 75' HAL, Single Axle | 1 |
| 364 | 0057649 | | Swivels, 75' HAL (28 Collector Rings) | 1 |
| 365 | 0072198 | | Electrical System, 75' HAL | 1 |
| 366 | 0709376 | | Lights, Wln MPB* Micro LED, Trk & Tip, 4lts (PAL/HAL) | 1 |
| | | | Location, Sw, Arl DC Lts - x) 2 locations<br>Color, Wln Lt Housing - White Paint | |
| 367 | 0653737 | | Lighting, Rung, LED, TecNiq, 3 Section, Base, Mid, Fly | 1 |
| | | | Control, Aerial Rung Lighting - Aerial Master, Turntable Sw w/Aerial Mstr and Turntable Sw w/Master Batt Sw<br>Color, Lt Aerial Fly Sect - Red<br>Color, Lt Aerial Base Sect - Blue<br>Color, Lt Aerial Mid Sect - White | |
| 368 | 0540737 | | Lights, Stabilizer Warn (1) Set, Wln M6*C LED, Clear Lens | 1 |
| | | | Color, Lt Rr Stabilzr Pan - r) Pan Light Red | |
| 369 | 0068703 | | Lights, Grote Supernova LED, Stabilizer Beam, (1) Set | 1 |
| 370 | 0601973 | | Lights, Stabilizer Scene, (1) set, Truck-Lite 44042C, LED | 1 |
| 371 | 0006929 | | Not Required, 120v To Tip | 1 |
| 372 | 0737181 | | Intercom, 2-Way Fire Research ICA910 Hands Free | 1 |
| 373 | 0540895 | | Not Required, Breathing Air to Tip, Aerial Ladder | 1 |
| 374 | 0199194 | | Raised Pedestal, 1.50", 75' HAL Single Axle ONLY, AXT, Velocity, Impel, Enf | 1 |
| 375 | 0597280 | | Lifting Eye Assembly, Rope Rescue Attachment, HDL | 1 |
| 376 | 0530826 | | Turntable Access, ManSaver Bars, Yellow | 1 |
| 377 | 0057610 | | Waterway, High Flow, 1500 GPM, 75' HAL | 1 |

| Line | Option | Type | Option Description | Qty |
|---|---|---|---|---|
| 378 | 0632856 | | Monitor, Akron 3480 StreamMaster II Electric | 1 |
| | | | Nozzle, Monitor 1 PAL - Akron 5178 Electric 1500 gpm | |
| 379 | 0534379 | | Flowmeter, FRC, Waterway, PAL | 1 |
| 380 | 0074317 | | Inlet, 5.00" w/5.00" Aluminum, Plumbing at Rear, 75' HAL Single Axle | 1 |
| 381 | 0011742 | | Quick-Lock Waterway Locking System, PAL | 1 |
| 382 | 0047901 | | Not Required, Tools, Aerial, PAL/PAP | 1 |
| 383 | 0559494 | | Manuals and Training, 3 Consecutive Days, Ascendant Ladder, PAL | 1 |
| 384 | 0602497 | | NFPA Required Loose Equipment, Quint, NFPA 2016, Provided by Fire Department | 1 |
| 385 | 0519913 | | Not Required, Soft Suction Hose | 1 |
| 386 | 0027023 | | No Strainer Required | 1 |
| 387 | 0602534 | | Extinguisher, Dry Chemical, Quint NFPA 2016, Provided by Fire Department | 1 |
| 388 | 0602352 | | Extinguisher, 2.5 Gal. Pressurized Water, Quint, NFPA 2016,Provided by Fire Dept | 1 |
| 389 | 0007482 | | Not Required, Crowbars | 1 |
| 390 | 0007484 | | Not Required, Claw Tools | 1 |
| 391 | 0602883 | | Axe, Flathead, Quint NFPA 2016, Provided by Fire Department | 1 |
| 392 | 0602670 | | Axe, Pickhead, Quint NFPA 2016, Provided by Fire Department | 1 |
| 393 | 0007494 | | Not Required, Sledgehammers | 1 |
| 394 | 0741569 | | Paint Process / Environmental Requirements, Appleton | 1 |
| 395 | 0709566 | | Paint, Two-Tone Color, Enforcer | 1 |
| | | | Paint Color, Upper Area, Predefined - #10 White<br>Shield, Cab - Standard Shield<br>Paint Color, Lower Area, Predefined - #90 Red<br>Paint Break, Cab - Standard Two-Tone Cab Break | |
| 396 | 0709845 | | Paint, Single Color, Body | 1 |
| | | | Paint, Body - Match Lower Cab | |
| 397 | 0646901 | | Paint Chassis Frame Assy, With Liner, E-Coat, Standard | 1 |
| | | | Paint Color, Frame Assembly, Predefined - Standard Black | |
| 398 | 0693797 | | No Paint Required, Aluminum Front Wheels | 1 |
| 399 | 0693792 | | No Paint Required, Aluminum Rear Wheels | 1 |
| 400 | 0733739 | | Paint, Axle Hubs | 1 |
| | | | Paint, Axle Hub - Primary Job Color | |
| 401 | 0007230 | | Compartment, Painted, Spatter Gray | 1 |
| 402 | 0764048 | | Aerial Ladder Swirl Finish, 75' HAL | 1 |
| | | | Paint Color, Egress - #50 Red<br>Paint Color, Turntable - White 10<br>Paint Color, Boom Support - gloss black primer<br>Paint Color, Cylinders - white 10<br>Paint Color, Aerial Torque Box - gloss black primer<br>Paint Color, Aerial Stabilizers - black 101<br>Paint Color, Aerial Control Console - white 10 | |
| 403 | 0544189 | | Reflective Band, 1"- 8"- 1" | 1 |
| | | | Color, Reflect Band - A - a) white<br>Color, Reflect Band - B - l) white<br>Color, Reflect Band - C - w) white | |
| 404 | 0007356 | | Reflective across Cab Face | 1 |
| 405 | 0543091 | | Stripe, Chevron, Rear, Diamond Grade, Aerial, 75' HAL, Standard Quint | 1 |
| | | | Color, Rear Chevron DG - fluorescent yellow green | |
| 406 | 0598754 | | Stripe, Reflective/Diamond Grade, 4.00" on Stabilizers | 1 |
| | | | Color, Reflect Band - A - p) fluorescent yellow green diamond grade | |
| 407 | 0065687 | | Stripe, Reflective, Cab Doors Interior | 1 |
| | | | Color, Reflective - a) white | |
| 408 | 0033179 | | Lettering Specifications, Reflective | 1 |
| 409 | 0686159 | | Lettering, Reflective, 3.00", (41-60) | 1 |
| | | | Outline, Lettering - Outline and Shade | |
| 410 | 0769753 | | Emblem, American Flag Painted on Cab Grille, All Custom Chassis | 1 |
| 411 | 0772003 | | Manual, Fire Apparatus Parts, USB Flash Drive, Custom | 1 |
| | | | Qty, - 01 | |
| 412 | 0772037 | | Manual, Chassis Service, USB Flash Drive, Custom | 1 |
| | | | Qty, - 01 | |
| 413 | 0773381 | | Manual, Chassis Operation, (1) USB Flash Drive, Custom | 1 |
| 414 | 0030008 | | Warranty, Basic, 1 Year, Apparatus, WA0008 | 1 |
| 415 | 0696698 | | Warranty, Engine, Cummins, 5 Year, WA0181 | 1 |

| Line | Option | Type | Option Description | Qty |
|---|---|---|---|---|
| 416 | 0684952 | | Warranty, Steering Gear, TRW Ross TAS, 1 Year WA0202 | 1 |
| 417 | 0596017 | | Warranty, Frame, 50 Year, Custom Chassis, WA0013 | 1 |
| 418 | 0610471 | | Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor | 1 |
| 419 | 0733306 | | Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384 | 1 |
| 420 | 0652758 | | Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232 | 1 |
| 421 | 0019914 | | Warranty, Structure, 10 Year, Custom Cab, WA0012 | 1 |
| 422 | 0695416 | | Warranty, Pierce Camera System, WA0188 | 1 |
| 423 | 0647720 | | Warranty, Pierce LED Strip Lights, WA0203 | 1 |
| 424 | 0046369 | | Warranty, 5-year EVS Transmission, Standard Custom, WA0187 | 1 |
| 425 | 0685945 | | Warranty, Transmission Cooler, WA0216 | 1 |
| 426 | 0688798 | | Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195 | 1 |
| 427 | 0596025 | | Warranty, Structure, 10 Year, Body, WA0009 | 1 |
| 428 | 0693127 | | Warranty, Gortite, Roll-up Door, 6 Year, WA0190 | 1 |
| 429 | 0734463 | | Warranty, Pump, Waterous, 7 Year Parts, WA0382 | 1 |
| 430 | 0648675 | | Warranty, 10 Year S/S Pumbing, WA0035 | 1 |
| 431 | 0641372 | | Warranty, Foam System, Not Available | 1 |
| 432 | 0006999 | | Warranty, Structure, 20 Year, Aerial Device, WA0052 | 1 |
| 433 | 0687388 | | Warranty, Swivels, 5 Year, Aerial Device, WA0197 | 1 |
| 434 | 0685727 | | Warranty, Hydraulic System and Components, 3 Year/5 Year, WA0200 | 1 |
| 435 | 0687327 | | Warranty, Waterway, 10 Year, Aerial Device, WA0198 | 1 |
| 436 | 0595860 | | Warranty, Paint, 4 Year, Aerial Device, Pro-Rated, WA0047 | 1 |
| 437 | 0595820 | | Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057 | 1 |
| 438 | 0595412 | | Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168 | 1 |
| 439 | 0683627 | | Certification, Vehicle Stability, CD0156 | 1 |
| 440 | 0736238 | | Certification, Engine Installation, Saber FR/Enf, Cummins L9, 2021 | 1 |
| 441 | 0686786 | | Certification, Power Steering, CD0098 | 1 |
| 442 | 0631980 | | Certification, Cab Integrity, Saber FR/Enforcer, CD0130 | 1 |
| 443 | 0631973 | | Certification, Cab Door Durability, Saber FR/Enforcer, CD0137 | 1 |
| 444 | 0631978 | | Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132 | 1 |
| 445 | 0556828 | | Certification, Electric Window, Not Available | 1 |
| 446 | 0631977 | | Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134 | 1 |
| 447 | 0735949 | | Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175 | 1 |
| 448 | 0545073 | | Amp Draw Report, NFPA Current Edition | 1 |
| 449 | 0002758 | | Amp Draw, NFPA/ULC Radio Allowance | 1 |
| 450 | 0799248 | | Appleton/Florida BTO | 1 |
| 451 | 0000047 | | AERIAL 3RD GEN | 1 |
| 452 | 0000012 | | PIERCE CHASSIS | 1 |
| 453 | 0004713 | | ENGINE, OTHER | 1 |
| 454 | 0046395 | | EVS 3000 Series TRANSMISSION | 1 |
| 455 | 0020011 | | WATEROUS PUMP | 1 |
| 456 | 0020009 | | POLY TANK | 1 |
| 457 | 0028048 | | FOAM SYSTEM | 1 |
| 458 | 0020006 | | SIDE CONTROL | 1 |
| 459 | 0020007 | | AKRON VALVES | 1 |
| 460 | 0020015 | | ABS SYSTEM | 1 |
| 461 | 0755454 | | AERIAL MEDIUM | 1 |

# FSA Cooperative Purchasing Program

**Contract #FSA20-VEF14.0**
**Fire Rescue Vehicles and Other Equipment**
**-Ambulance 14.01**
**-Fire Rescue 14.02**

# Contract Terms and Conditions

**FLORIDA SHERIFFS ASSOCIATION**

**Cooperative Purchasing Program**

Contract Terms and Conditions

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# 1.0 General Conditions

## 1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association (FSA) using the contact information shown below. Please be sure to reference the bid number and your contact information.

The contacts for this bid are:

Lisa Gregor, FSA Cooperative Purchasing Program Coordinator
E-mail: lgregor@flsheriffs.org
Phone: 850-877-2165 ext. 5831
Fax : 850-878-5115

Craig Chown, FSA Cooperative Purchasing Program Manager
E-Mail: cchown@flsheriffs.org
Phone: 850-877-2165 ext 5833
Fax : 850-878-5115

Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
cpp@flsheriffs.org

## 1.02 PURPOSE

The purpose of this bid is to establish a thirty-six (36) month contract with manufacturers and authorized dealers for the purchase of vehicles and equipment on a "no trade-in basis".

Trade-ins are not addressed in this contract. If a purchaser has a desire to offer vehicles/equipment for trade to the vendor, the purchaser and dealer may do so at their sole discretion, separate and apart from this contract.

## 1.03 TERM OF CONTRACT

This contract shall remain in effect for one (3) three year from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04.

The term of contract begins May 1, 2020 and ends March 31, 2023.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

## 1.04 QUANTITIES

FSA does not guarantee quantities future contract sales. Vendors are expected to engage in business marketing and sales best practices to participate in the contract.

## 1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

It is the FSA's practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

## 1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

## 1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

## 1.08 GENERAL DEFINITIONS

a) Bidder: A proposer or enterprise that submits a formal offer to the FSA Cooperative Purchasing Program Administrator in accordance with the Contract Terms and Conditions.

b) Bid System: The online forum used for the submission of electronic bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.

c) Dealer: A manufacturer's certified representative, authorized by the manufacturer to market, sell, or provide, the vehicles or equipment for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.

d) End User: The person or entity who ultimately uses or is intended to use a product or for whom a product is designed for use.

e) Factory: Refers to the manufacturer produced products.

f) Florida Sheriffs Association Cooperative Purchasing Program (FSA): The entity that administeres the Invitation to bid and contract administration functions for this contract.

g) Fleet Advisory Committee: An employee of a sheriff's office or local government, or any other person who FSA identifies as subject matter expert, who assists with the development of bid specifications and the evaluation of bid responses. The Fleet Advisory Committee makes recommendations to the FSA and is not responsible for final awards.

h) Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to vendors, dealersand manufacturers to submit a price offer on a specific product to be provided. This term shall include the bid specifications available to bidders on the bid system and references to solicitation documents. The term shall not include request for proposals, request for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

i) Manufacturer: The original producer or provider of vehicles or equipment offered on this contract.

j) Manufacturer's Suggested Retail Price (MSRP): Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the Purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:

1. Manufacturer's Annual U.S. Price Book
2. Manufacturer's official website

k) Non-Scheduled Options: Any optional new or unused component, feature or configuration that is not included or listed in the base vehicle specifications or options.

l) Production Cutoff: A term used by manufacturers to notify dealers that the factory has reached maximum capacity for orders. Vehicle manufacturers use this term when referring to any given model year for production.

m) Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative, volume discounts, or other discounts.

n) Purchase Order: A request for order from a purchaser to an awarded vendor for an item that has been awarded on this Contract. Purchaser orders placed using this contract formalize the terms and conditions of this contract under which a vendor furnishes vehicles or equipment to a purchaser.

o) Purchaser: A purchaser is an entity that seeks to obtain vehicles off this contract by meeting the eligible user criteria or with vendor approval.

p) Remount: To remove the ambulance box from an existing vehicle and mount it to a new vehicle cab and chassis.

q) Specification Bid Document: The specification bid document contains the minimum base requirements and bond requirements for each specification within the competitive bid. This document also contains submission of bid pricing and discount, and must be included as part of the Submittal of Bid.

r) Third Party Supplier: Businesses external to a bidder or vendor that provide products or services which contribute to the overall finished vehicle. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor. Third party suppliers may also be referred to as upfitters or remount service providers within this document.

s) Vendor: The bidder that has been awarded and agrees to provide products, vehicles, or equipment, which meet the requirements and base specifications to eligible purchasers. The vendor must agree to the contract terms and conditions before being awarded the contract.

t) Vendor Installed: A product or service provided by the vendor or other third party; not the factory.

## 1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bids, or contract prices, will be extended and guaranteed to any unit of local government or political subdivision of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, police and fire departments, emergency response units, state universities and colleges, special districts, or other state, local or regional government entities within the State of Florida.

All purchasers are bound by state law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract to include out of state sales. Vendors are governed by their manufacturer's agreement, and must agree to the terms and conditions of this contract. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement, and must agree to the terms and conditions of this contract.

## 1.10 LEGAL REQUIREMENTS

Federal, state, and local laws, ordinances, rules and regulations that affect the items covered herein apply. Lack of knowledge by the bidder or vendor will not be cause for relief from responsibility.

## 1.11 PATENTS & ROYALTIES

The bidder, without exception shall indemnify and hold harmless the FSA and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

## 1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided. This includes, but is not limited to, Federal Motor Vehicle Safety Standards (FMVSS), Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA) Standards, Society of Autmomotive Engineers (SAE), Fire Apparatus Vehicle Standards, and Federal Ambulance Standards (KKK-A-1822F), which includes all subsequent change notices. All fire apparatus manufacturers must meet the National Fire Protection Association (NFPA) 1901 and 1906 standards.

In addition, any applicable federal or state laws that become effective during the term of the Contract, regarding the commodities and contractual service specifications, safety, and environmental requirements shall immediately become part of the Contract. The vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the FSA Cooperative Purchasing Program Administrator immediately.

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract.

## 1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, (U.L.), listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

## 1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or to participate in any FSA proceeding, please contact FSA Human Resources at (850)877-2165 five days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

## 1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the bid opening because of a disability must contact the FSA Human Resources at (850)877-2165.

## 1.16 MINORITY BUSINESS ENTERPRISE (MBE)

The policy of the Florida Sheriffs Association is that Minority Business Enterprises (MBE) shall have the opportunity to participate in this invitation to bid. Such process would be for supplying goods and services to FSA and Purchasers.

## 1.17 ANTI-DISCRIMINATION

The bidder certifies that he/she is in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

## 1.18 BEST COMMERCIAL PRACTICES

The apparent silence of a specification and supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices, size, and design are to be used.

All workmanship is to be first quality. All interpretations of the specifications shall be upon the basis of this statement.

## 1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services 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 public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## 1.20 TAX EXEMPTION

All State and Federal tax exemptions applicable to the units of local government of the State of Florida will apply, as appropriate certifications are furnished. Purchasers shall comply with all federal, state and local tax requirements.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Sales Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

## 1.21 TAXES

Customers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

## 1.22 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

1. Addenda to Contract Terms and Conditions, if issued
2. Contract Conditions
3. Addenda to Specification Bid Document, if issued
4. Specification Bid Document
5. Bidder Instructions
6. General Conditions

## 1.23 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the contact persons identified in Section 1.01 of this procurement.

Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

## 1.24 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted by e-mail to CPP@flsheriffs.org. The bid title and number should be referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA Cooperative Purchasing Program website on the date indicated on the Bid Calendar.

Interpretation of specifications or solicitation documents will not be made verbally. If any verbal clarifications are provided, they are without legal effect.

Questions received after the cone of silence date listed on the bid calendar will not be addressed. The FSA reserves the right address technical questions.

The FSA shall issue a Formal Addendum if substantial changes which impact the submission of bids are required. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified.

FSA will make every attempt to e-mail updates to registered bidders. However, posting on the FSA website constitutes proper notice of addenda.

The bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided. Failure to acknowledge Formal Addendum shall deem the bid non-responsive; provided, however, that pursuant to section 2.26, the FSA may waive this requirement in its best interest. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgement of the addenda to the specifications. Bids that fail to account for the addenda shall reflect in bids being declared nonresponsive; however, that pursuant to Section 2.26, the FSA may waive this requirement in its best interest.

After the start of the contract term, FSA will notify all awarded vendors of any addenda and will require acknowledgement of the new terms and conditions. If the awarded vendor does not agree to the new terms and conditions, the vendor's award can be removed or replaced by another vendor or qualified, responsive bidder.

## 1.25 SIGNED BID CONSIDERED AN OFFER

The signed Bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the FSA and in case of default on the part of successful bidder, after such acceptance, the FSA may procure the items or services from other sources. The bid submission must be signed by an authorized representative.

An electronic signature may be used and shall have the same force and effect as a written signature.

## 1.26 ASSIGNMENT OF CONTRACT

No right or interest in this Contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA.

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. FSA reserves the right to reject the acquiring entity as a vendor. A change of name agreement does not change the contractual obligations of the vendor.

## 1.27 TERMINATION OF PRODUCT LINE

If an vendor terminates a product line (manufacturer or brand), the vendor is required to notify the FSA within 10 business days of the decision not to retain the product line.

In the event a manufacturer reassigns the product line to an alternate vendor, the manufacturer and the vendor are required to immediately notify the FSA in writing of the change within 10 business days confirming the reassignment. If the vendor is not already an approved FSA vendor, the vendor is required to apply to the FSA to become an approved vendor *prior to* conducting any qualified sales. The vendor and the manufacturer are required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

## 1.28 METHOD OF AWARD

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation.

The FSA reserves the right to make multiple awards within a specification, if deemed in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA website according to the date posted in the bid calendar.

## 1.29 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the FSA.

The FSA may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA in making the award.

The FSA may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services as described in this Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

## 1.30 VENDOR ABILITY TO PERFORM

During the contract period, FSA may review the vendor's record of performance to ensure that the vendor is providing sufficient financial support, equipment and organization.

If the FSA determines that the vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract awarded.

By responding to this procurement the vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the obligations of the Contract. The vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statues, or on any similar list maintained by any other state or the federal government. The vendor shall immediately notify the FSA and the purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

## 1.31 FINANCIAL RESPONSIBILITY

Bidder affirms by the signature on the contract signature page that the bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid, and has the adequate facilities and personnel to fulfill such requirements;

- Accepts the financial responsibility associated with this bid, and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award; and

- Has assessed the *financial responsibility required to serve the contract as bid*, including such details as the obligations to perform all specifications bid and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 days from receipt of invoice.

## 1.32 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the current model year, of the best quality, and highest grade workmanship that meet or exceed federal safety standards.

Products requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

## 1.33 NONCONFORMANCE

Items may be tested for compliance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specificiations and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with vendor.

## 1.34 GRATUITIES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA or the Fleet Advisory Committee, for the purpose of influencing consideration of this bid.

## 1.35 TIE BIDS

FSA has the right to award multiple bidders the primary or alternate award in the event of a tie.

In the event the FSA desires to break tie bids, and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder within the State of Florida
- Vendors performance record with purchasers
- Coin toss

## 1.36 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify vendor's sales.

FSA and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible users information whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.);
- Original estimates or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this Contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with vendor's employees, agents, assigns, successors, and third party supplier and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of FSA. However, if the audit identifies under reporting, overpricing or overcharges in excess of three percent (3%) of the total contract billings, the vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the vendor's invoices or records shall be made within a reasonable amount of time. This time period shall not exceed 60 days from FSA's presentation of findings to the vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

## 1.37 LIABILITY, INSURANCE, LICENSES AND PERMITS

Where bidders are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable county and municipal code requirements.

The bidder shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the bidder or any person the bidder has designated in the completion of the contract as a result of his or her bid.

## 1.38 BID BONDS, PERFORMANCE BONDS, AND CERTIFICATES OF INSURANCE

Bid Bonds shall be submitted with the bid in the amount of five (5) percent of each item bid.

After acceptance of bid, the FSA will notify the successful bidder to submit the applicable certificates of insurance in the amounts specified in the Bidder Instructions, Specification Bid Document or Insurance Checklist.

A letter from a bonding company licensed to do business in Florida must be submitted with the bid stating that the manufacturer will provide a 100% Performance Bond between the bidder and the purchaser upon award of this bid and upon request of the purchaser. Purchaser may request a performance bond from a vendor. Performance Bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

## 1.39 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

## 1.40 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between bidders that attempts to disrupt the contract process. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage. The parties may collectively choose to agree to increase or decrease its product base price to maximize awards thus denying the public a fair price.

Examples of Bid Collision:

- Cover bidding: a competitor agrees to submit a non-competitive bid that is too high to be accepted or contains terms that are unacceptable to the purchaser.

- Bid suppression or withdrawal: a competitor agrees not to bid or to withdraw a bid from consideration.

- Market sharing outside of a manufacturer's recognized territory: a competitor agrees to submit bids only in certain geographic areas or only to certain public organizations.

- Bid rotation: competitors agree to take turns at winning business while monitoring their market shares to ensure they all have a predetermined market share.

Bidders or vendors who have been found to have engaged in collusion will be considered nonresponsive, and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default. Further, any collusion that is detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Vendors which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

## 1.41 DEFAULT

Failure or refusal of a bidder to execute a contract upon award or withdrawal of a bid before such award is made, may result in forfeiture of the bid surety required that is equal to damages incurred by the FSA, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the awarded vendor's list.

In case of default on the part of awarded bidder, the FSA may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked bidder or from other sources. A defaulting bidder may be held liable for costs incurred by the FSA in procuring replacement products.

## 1.42 PROTESTS AND ARBITRATION

Options are for informational purposes only and will not serve as a basis for protest.

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the

product line being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA provided at the time of filing the initial protest. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement the bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

## 1.43 NONPERFORMANCE

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per vehicle/equipment, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the FSA shall consider all information or evidence that demonstrates the vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA at it's sole discretion may remove a noncompliant vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by specifications or zones, or other actions as determined by FSA at it's sole discretion.

At FSA's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA.

In situations where there is evidence that the vendor has demonstrated egregious breaches of contract with the FSA or a purchaser, the contract can be terminated and the vendor will be removed from future solicitations for a period of three (3) years, or up to a permanent ban from the bid process at the sole discretion of FSA.

Specific conditions for termination include, but are not limited to, failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or dealer installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentations of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any vendor presented with a valid purchase order is required by this contract to accept the purchase order and deliver the product. Orders must be fulfilled if the vehicle or equipment is a base model or whether it includes options. The vendor must deliver the product if they were awarded the contract – regardless of profit or loss.

Failure to deliver the vehicle or equipment may result in the purchaser seeking damages for the difference of cost to issue the exact same order with another vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to section 3.28, and any attorneys fees incurred in the recovery of these damages.

## 1.44 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

## 1.45 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the successful bidder, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice shall be given to the vendor and unless the deficiencies are corrected within 10 (ten) business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.
In that event, the FSA shall compensate the successful bidder in accordance with the contract for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the vendor, and the FSA may reasonably withhold payments to the vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the vendor is determined.

## 1.46 TERMINATION WITHOUT CAUSE

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of termination for convenience which shall become effective 30 days following receipt by vendor of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balanced of the contract or cancellation charges.

Any payments to the vendor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

## 1.47 CONTRACT ADVERTISMENT AND USE OF LOGO

The CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request the logo by contacting cpp@flsheriffs.org, and should include a brief description of the how the vendor intends to use the logo.

The official FSA sheriff's star and wreath logo may not be used without prior written permission.

# 2.0 BIDDER INSTRUCTIONS

## 2.01 FIRST YEAR BIDDER QUALIFICATIONS

In order for bids to be considered, bidders who are not currently parties to the existing contract, or who have previously had their participation limited by the FSA, must provide the following material at the time the mandatory qualifying documents are due. FSA reserves the right to accept this information up and until the final award. The purpose of requesting this information is to demonstrate that they are qualified to satisfactorily perform as an awarded vendor.

The bidder shall provide information as on the Bidder Qualifications Form:

- Bidder company name and parent company, if applicable
- Complete business address
- State of incorporation
- Length of time in business
- Names and contact information for key personnel
- Dun & Bradstreet number: By providing this number, the bidder agrees and authorizes FSA to obtain their financial information/reports from these entities
- Identify a minimum of three contracts of similar size and scope
- Identify a minimum of three references for vehicle or equipment sales to government agencies
- Any contracts the bidder has been disqualified from, terminated from or found in default on, to include the reason for disqualification, termination or default

## 2.02 LICENSING & FACILITIES

Bidders are required to possess a Florida Department of Highway Safety and Motor Vehicle Dealer's License in order to bid on any motor vehicle as required by Florida Statute, 320.27. Bidders that are manufacturers are required to possess a Florida Department of Highway Safety and Motor Vehicle Manufacturer's License as applicable by Florida Statute, 320.60-320.70.

Bidders must maintain a repair/warranty facility within the State of Florida to provide sales and service for the vehicles and equipment bid.

If a bidder does not maintain a facility to perform warranty work or repair service within the state of Florida, the bidder must provide a detailed plan at the time of bid submission as to how the bidder would service Florida purchasers if awarded the contract. This Service Standard Plan must include:

- Whether the warranty service provider is approved by the manufacturer;
- Estimated quantities sold per item bid;
- If the company plans to contract out for service a copy of the service agreement; and
- Zone specific service plans to include:
    - Response time to initial call from purchaser,
    - Number of personnel available to service the contract,
    - Qualifications of personnel providing warranty work, and
    - Any additional information that would detail how warranty service would be provided.

The sufficiency of Service Standard Plan will be evaluated by the FSA during the bid evaluation.

The FSA reserves the right to periodically request additional or updated information from a bidder regarding the repair/warranty facility during the solicitation and the term of the contract, if awarded. The FSA may also exercise discretion in examining such facility as deemed necessary.

## 2.03 INSURANCE AND INDEMNIFICATION

Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

Vendor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association and/or participating agencies giving the bidder (1) written notice of any action or threatened action, and (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project.

The vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the vendor is acting as an independent contractor.

The vendor at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work. The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist. The vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist.

No change or cancellation in insurance shall be made without 30 days written notice to the FSA.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+: VI or better per Best's Key Rating Guide, latest edition.

Copies of original signed Certificates of Insurance, evidencing such coverages and endorsements as required herein shall be filed within five days after bid opening. The certificate must state Bid Number and Title. Vendor may not begin performance under the contract until such Certificates have been approved by the FSA.

Upon expiration of the required insurance, the vendor must submit updated certificates of insurance for as long a period as any work is still in progress.

It is understood and agreed that all policies of insurance provided by the vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the FSA.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

> The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The vendor will secure and maintain policies of third party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the vendor and all third party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the vendor and all third party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third party suppliers and of persons employed by them as he is for acts and omissions of persons directly employed by the vendor.

Insurance coverage required in this contract and the Specification Bid Document shall be in force throughout the contract term. The required Insurance Checklist summarizes the bidder's insurance obligations, if awarded. Any insurance requirements listed in the Specification Bid Document supercedes the amounts listed in the Insurance Checklist.

Additionally, any vendor that uses a third party supplier for remount services must ensure that the third party supplier maintains the insurance requirements in Section 3.16 (Remount Ambulance).

The FSA can request and the vendor shall furnish proof of insurance within seven days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof.

If bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

## 2.04 SPECIFICATIONS

All units covered by this contract and the base specifications shall be the manufacturer's current basic production model, and at a minimum shall be equipped with ***all*** standard factory equipment in accordance with the manufacturer's latest

literature unless otherwise noted in the specification bid document. If awarded, bidders must supply a unit that meets or exceeds the requirements included in the applicable base specifications.

The bid specifications are contained in the FSA Bid System, as specification bid documents. The FSA base specifications are incorporated in this document by reference.

Bidders are required to provide all information requested on the price sheets or may have their bid rejected.

All vehicles, equipment, options, and features provided must be designed, constructed, and installed to be fully suitable for their intended use and service.

## 2.05 FIXED PRICES

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder on the Bid Forms at the time of bid submission shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension or annual price adjustment as provided in this contract.

## 2.06 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA Bid System.

## 2.07 EXCEPTIONS TO TERMS AND CONDITIONS

Any exceptions, deviations, or contingencies a bidder may have to specifications or Contract Conditions, Section 3.0 of this document, must be documented in bidder's submission. Exceptions to the specifications at the time of the bid submission shall reference the specification or item number and a written explanation for the request for exception. At FSA's discretion, exceptions, deviations, or contingencies to the specifications or Contract Conditions stipulated by the bidder may result in disqualification of a bidder's submission.

Specifications are based on the most current manufacturer literature available. Bidders should immediately notify the FSA of any inaccuracies in the specifications or required submittal documents. All notifications of inaccuracies must be in writing and timely submitted.

Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the vehicle into compliance with the contract specifications.

Exceptions, deviations or contingencies to the General Conditions or Bidder Instructions, other than those determined to constitute minor irregularities and waived by the FSA pursuant to Section 2.26, may be cause for the rejection of a bidder's submission.

## 2.08 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

## 2.09 EQUIVALENTS

Bidders must first request approval from the FSA before submitting a bid that includes an equivalent that will supplement an item on the base specification. The FSA will determine whether the proposed equivalent is equal to or exceeds the quality, design and construction than the intended replacement item in the base specification.

Bidders must provide the manufacturer name and model number (or product identifier) of each equivalent when seeking approval. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specific replacement item.

If the equivalent is approved, the bidder must include the supporting material in the bid submission. Bids will not be considered without this information. If a bid uses equivalents without prior approval, the bid will be deemed nonresponsive.

Vendors offering alternate makes and manufacturers of vehicles or equipment that are not specifically identified in the bid, cannot publish or offer the unapproved equivalents. Offerings of this nature will cause the bid to be rejected. If such offerings are identified after the award has been granted, the offerings, specification or entire award can be removed by the FSA.

When selling equivalents, vendors must disclose to the purchaser that an approved equivalent is being offered.

## 2.10 MANDATORY PRE-BID MEETING

Prospective bidders are required to attend the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA Cooperative Purchasing Team to meet in person to clarify questions on the terms and conditions and to confirm all base specifications are correct.

Bidders have the opportunity to suggest technical modifications or corrections before the specifications are finalized. Questions relating to the specifications, the bid process, or award can be asked at the Pre-Bid Meeting.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested prior authorization, has met all prequalification requirements, and agrees to sign a memo of understanding (MOU) and agree to meet all the terms and conditions without exception and further waive their right to protest the bid process in its entirety or any portion thereof.

## 2.11 QUALIFICATION

Prospective bidders are required to prequalify by completing all qualification forms by the date listed on the Bid Calendar. A bidder becomes a qualified bidder if they comply with this section and Section 2.10, Mandatory Pre-Bid Meeting.

Qualification forms include:

- Drug-Free Workplace Form,
- Insurance Checklist,
- Manufacturer Authorization Form for each manufacturer bid by bidder,
- Emergency Vehicle Technician (EVT) Certification, if bidder is offering emergency lighting and sirens, and
- Qualified Bidder documentation as required in Section 2.01.

The qualification forms are located in the Bid System.

## 2.12 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of 60 calendar days from the date of bid opening. Each specification, make and model must be priced and bid separately.

Prices quoted in the bid submission should reflect the final amount the bidder can expect to receive for payment for the specifications bid for the duration of the contract award, unless otherwise addressed by a contract extension or price adjustment as provided in the contract. These prices must be inclusive of all of the components included in the base specification.

Discount percentage will be clearly indicated on the pricing sheet as a whole figure and will accurately reflect the amount the base vehicle has been discounted.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined in Section 3.28 Administrative Fee.

Prices must be Free On Board (FOB) destination.

Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

## 2.13 OPTION PRICING

Options may be sold, but only in connection with the sale of a base specification. The bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded.

Options are intended to add or delete equipment or features from the base specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size, horsepower, or equipment, and should not be made available for purchase separate from the base vehicle or equipment. Bidders shall NOT use options to create a vehicle or equipment that is entirely different than the FSA base specification or are available as another specification bid on this ITB.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written base specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA.

The FSA has the discretion to disqualify bidders if the option pricing is excessive.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid.

If a bidder will offer registration and title services as a fee for service, the bidder must include the registration and title fee as a separate option (i.e. line item) for each item bid, see Section 3.23 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

Purchasers are encouraged to negotiate option pricing with vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the vendor.

Bidder must use proper factory codes for all factory options. Options available through the factory must be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

## 2.14 SUBMITTAL OF BID

Bidders are required to submit a bid using the FSA Bid System. Bid submissions include pricing for the base specification, as well as all other required documentation.

The bid must be received by the date and time specified on the Bid Calendar. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

FSA Bid System: VendorLink

Bidders must submit their bid electronically using the on Bid System, which is located at https://www.myvendorlink.com. Bids not submitted within FSA Bid System will be rejected. Bidders are encouraged to participate in training provided for the Bid System.

User names and passwords will be issued to qualified bidders after registering in Vendorlink, qualified bidders will be invited to bid.

Prices are to be rounded to the nearest whole dollar (i.e. $10, not $10.05). The bid system allows for cents, however the bid evaluation is based on the whole dollar. If a bidder submits bid pricing using cents, the following formula will be applied:

- $.01-.49 will be rounded down to the prior dollar bid (e.g. $50.49 = $50)
- $.50-.99 will be rounded to the next dollar (e.g. $50.50 =$51)

Bid Submission

To ensure correct bid submittal and formatting, Bidders shall:

1. Submit bid electronically through VendorLink for the applicable bid.
2. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); or Compressed File (ZIP) formats.
3. Enable printing on files submitted.
4. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.)
5. Bids must be input into the standardized format in VendorLink.
6. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during bid submission.
7. Follow all instructions outlined in this Invitation to Bid and provide all requested information. Refer to Appendix H for bidder instructions for FSA bid system data entry.

The bid submitted in the Bid System shall include the following documents:

- Executed Contract Signature Page
- Completed pricing sheet
    - Pricing sheet must be downloaded from the Bid System (VendorLink), completed, and uploaded back into the Bid System. Modifications to the format of the predefined Excel spreadsheet are prohibited, and will cause the bid to be rejected.
- Bid Bond in the amount of five (5) percent of each item bid

- Performance bone letter from a bonding company
- Build sheet for each item bid
    - A build sheet is a document from the bidder or manufacturer that confirms that the vehicle or equipment bid matches the FSA base specification. If using the manufacturer's print-out, the document shall indicate the manufacturer's base model code and display the standard equipment required to provide the base vehicle or equipment as outlined in the FSA base specification. If vendor-installed aftermarket components are used to meet the base specification and these components must be identified on the build sheet. Build sheets for each item bid must be complied into a single .pdf document. Build sheets should be in numerical order by specification, clearly identifiable by specification or item number, and include model name and number. If FSA cannot determine which specification the build sheet is for, the item bid can be rejected as nonresponsive.
- License and Certifications, as applicable
    - Emergency Vehicle Technician Certifications, as applicable
    - Florida Department of Highway Safety and Motor Vehicle Dealer Licence, as applicable
    - Florida Department of Highway Safety and Motor Vehicle Manufacturer License, as applicable
    - Any other safety certification or license applicable to specifications bid
- Explanation of how warranty claims will be handled in the State of Florida, or Service Standard Plan, Section 2.02, as applicable
- Any requested equivalents, Section 2.09, or exceptions, Section 2.07

FSA may ask awarded bidders to supply one hard copy set with original, written signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA.

## 2.15 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the bidder agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature Page with the signature of an authorized representative no later than the date of the final award.

## 2.16 MODIFICATION OR WITHDRAWALS OF BIDS

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a bidder believes that the bidder must withdraw the bid, the bidder must contact the FSA Cooperative Purchasing Program Administrator immediately. Bid withdrawals are handled on a case by case basis, and can result in a limitation of participation in future bids.

## 2.17 LATE BIDS

The responsibility for submitting a bid before the stated due date and time on the bid calendar is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

## 2.18 PUBLIC BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening will occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida.

FSA shall communicate the bidder name and if they have provided all the required information.

## 2.19 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will occur during the bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Contract Terms and Conditions. As set forth in Section 2.24, FSA reserves the right to waive or allow a vendor to correct minor irregularities.

## 2.20 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if eligibility and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as nonresponsible. In determining a responsible bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including previous FSA contracts; and
- Any other information relevant to the responsibility of a vendor that FSA is aware of.

In addition to the requirements of Section 2.01, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process if FSA determines this information is necessary to award the bid.

FSA reserves the right to determine which responses meet the requirements, specifications, terms and conditions of the solicitation, and which bidders are responsive and responsible.

FSA further reserves the right to limit participation of bidders who, in FSA's sole discretion, are determined to present responsibility concerns that call into question the bidder's ability to perform but that do not rise to the level of requiring rejection of the bidder as nonresponsible.

## 2.21 BASIS FOR AWARD

The FSA shall make awards to the lowest bidder by specification and by manufacturer to bidders deemed to be responsive and responsible. Awards may also be made to the second lowest bidder by specification and by manufacturer if applicable and determined to be in the best interest of the FSA and the purchaser.

The Fleet Advisory Committee serves as the initial review for bid submissions. The Fleet Advisory Committee's review is submitted to the FSA for final evaluation and determination of award.

The options in the bid shall be for informational purposes only and will not serve as a basis for bid protest. However, the FSA has the discretion to consider option pricing in making the award if doing so would be in the best interests of the FSA or the purchaser.

FSA reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest.

## 2.22 FIRM BID

Bidder warrants by virtue of bidding it is submitting a firm bid and the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening, and if awarded through the duration of the contract unless otherwise addressed by a contract extension or price adjustment as provided in this contract.

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment for all bidder awards. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to $5,000 per vehicle or equipment, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

## 2.23 MINOR IRREGULARITIES / RIGHT TO REJECT

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the terms and conditions of this procurement that does not affect the price of the bid or give the bidder a substantial advantage over other bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA may allow a bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA may request a bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA will not request and a bidder may not provide the FSA with additional materials that affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders.

The FSA may also reject any bids not submitted in the manner specified in this document.

## 2.24 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens as indicated in the Bid Calendar. During this period all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the the bid system, or communications initiated by the FSA. All permitted communications during this period shall be made in writing to the procurement contacts identified in Section 1.01 of this Invitation to Bid.

FSA is not responsible for bidder's improper use of the bid system. Exceptions will be granted to this section should any bid system malfunctions occur.

## 3.0 CONTRACT CONDITIONS

### 3.01 GENERAL REQUIREMENTS FOR ALL VEHICLES AND EQUIPMENT

Once the bid has been awarded, the terms and conditions of this document become the Contract between the FSA and the awarded vendor.

The terms and conditions apply to all vehicles or equipment purchased from the this contract.

### 3.02 STATEMENT OF AUTHORITY

Each person signing the Contract Signature Page warrants that he/she is duly authorized to do so and binds the respective party to the Contract.

### 3.03 VENDOR CONTACT INFORMATION

The vendor will maintain current contact information with FSA at all times.

If a change occurs during the contract period, the vendor must notify the Administrator immediately. The Vendor Change Document must be completed, signed by an authorized representative and submitted via e-mail to CPP@flsheriffs.org.

A sample Vendor Change Document is located in Appendix C and online at the FSA website.

### 3.04 OPTION TO RENEW & PRICE ADJUSTMENT

Renewal Option
The contract may be renewed by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year to year basis. The FSA reserves the right to in its sole discretion elect to renew the contract in whole or in part.

In the event that the contract is held beyond the term provided herein, it shall be on a month-to-month basis only and shall not constitute an implied renewal of the contract. Such a month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

Price Adjustment
Prior to completion of each contract term, and on an annual basis, the FSA will consider a price adjustment due to manufacturer certified price adjustments or as a result of any changes to national or state standards that require substantial cost adjustments.

In the event of changes to national or state standards, the vendor must present verifiable changes in cost to FSA. The FSA will consider the cost changes and will make a final determination on the change in price.

For any vendor-initiated adjustment to commence on the first day of the renewed contract term, or on an annual basis, the vendor's request or adjustment should be submitted 90 (ninety) days prior to expiration of the then current contract. The vendor-initiated adjustment request must clearly substantiate the requested increase or decrease. For manufacturer certified price adjustments, vendors must provide documentation to FSA that such price adjustments are not in excess of other bid contracts or cooperative purchasing agreements and indicate the government concessions or discounts offered. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be

exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered. The

The FSA reserves the right to accept the renewal adjustment or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of the FSA.

## 3.05 ADDITIONS AND DELETIONS

The FSA can add, remove, discontinue or suspend any specifications, or portions thereof, from this bid or awarded contract when it is deemed to be in the best interest of FSA and the purchasers.

This decision to take action may be based upon and not limited to:

- Few or no sales;
- Product recalls and other safety issues;
- Vendor or Manufacturer performance; or
- Lack of relevance of products/commodities.

## 3.06 EQUITABLE ADJUSTMENT

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

## 3.07 DISCOUNTS

Discounts must be offered under this contract and shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for each specification and option listed. Discounts must be clearly documented in the bidders submission.

The vendor has the authority to offer additional discounts based on quantity, as well as additional manufacturer or vendor discounts.

Discounts are not required on any state or federal fees and charges.

Discount ranges are not permissible. Discounts must be a whole percentage with no decimal place (e.g. 10%).

## 3.08 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this bid shall be the most current model offered, i.e. the most current production model at the time of this bid.

## 3.09 PRODUCTION CUTOFF

Production cutoff refers only to cab and chassis configurations within bid specifications. The vendor shall notify the FSA no less than 60 calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Notification shall be provided in writing.

Purchase orders received by the vendor 10 business days prior to the final order date must be accepted and entered into the order system with the manufacturer.

If a purchase order has been timely received by the vendor and the manufacturer fails to produce or deliver the production year vehicle, the vendor must provide the next year's equivalent model at current contract prices.

Purchase orders issued and received after the cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion to choose whether to provide the next year's model at current year's prices until the end of the contract term.

If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the specifications, FSA may consider substitutions from the same manufacturer.

## 3.10 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

## 3.11 SUBSTITUTIONS

The FSA or purchasers will not accept substitute orders of any kind. Vendors are expected to furnish the brand quoted in the bid once awarded. Any substitutes will be returned at the vendor's expense. Delivery of substitutes and the delay in supplying the correct specification can be deemed grounds for termination for default.

## 3.12 EMERGENCY LIGHT AND SIREN CERTIFICATION STANDARDS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

> Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective department or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must also submit Emergency Vehicle Technician Certifications for the individuals working for the bidder or the designated third-party supplier who will perform the installation. FSA reserves the right to accept certifications up and until final award.

Vendors that will install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1 and Class 2 in order to be eligible for participation in the Contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the vendor can be found in default of the Contract.

## 3.13 FACTORY INSTALLED

All options specified as factory installed are to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no vendor-installed equipment will be accepted as factory installed. Vendors found supplying aftermarket or vendor-installed equipment where factory installed are specified may be required to retrieve all delivered vehicles and reorder new vehicles meeting the specifications.

All factory ordered options are to be original equipment manufacturer (OEM) and factory installed unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

Aftermarket parts, modifications, and factory produced parts and components ordered and installed by a vendor that do not meet the requirements of factory installed components, will be rejected for noncompliance with the requirements of the specification.

In the event that a component that does not meet the specifications is found installed on a vehicle before or after the vehicle has been accepted by the Purchaser, the vendor shall be required to replace the vehicle with a vehicle that meets the required specifications, including factory installed components. In the alternative, the purchaser shall decide whether they will accept vendor installed components.

## 3.14 VENDOR INSTALLED

All vendor-installed accessories shall be installed according to the manufacturer's specifications. All such accessories must be manufactured by an established manufacturer of the product provided. Vendor is required to disclose Make and Model of product being offered and the location, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the vendor must also disclose the warranty of any item that is less than or exceeds the factory vehicle or equipment warranty coverage.

A vendor that employs a third-party supplier or subcontracts technicians to install emergency equipment on vehicles purchased on this contract is required to utilize technicians that are certified in Emergency Vehicle Installation through EVT Certification Commission, Inc. or an approved equivalent.

The FSA may at any time during the contract period request proof of the required certification.

Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with Section 1.45 of this Invitation to Bid.

## 3.15 NON-SCHEDULED OPTIONS

FSA attempts to include scheduled, factory and aftermarket options in the bid document. If a purchaser requests a non-scheduled option that is not included in the bid document, the vendor may provide this nonscheduled option. The purchaser has the opportunity to request the vendor's discount pricing for any nonscheduled options during the quote process. At no time should the non-scheduled option exceed MSRP or Published List Price.

Non-scheduled options should be listed as a separate line item and noted on the purchase order to include the price. All non-scheduled options are covered under these terms and conditions.

## 3.16 REMOUNT (AMBULANCE)

It is the responsibility of the awarded vendor to ensure that any remount services meet or exceed all insurance requirements under the terms and conditions of the FSA Fire/Rescue Vehicles and Other Equipment Contract. Remount service providers shall maintain a minimum of $5,000,000 in Product Liability Insurance and a minimum of $1,000,000 in Professional Garage Keepers Liability Insurnace. Proof of adequate coverage shall be produced to the customer upon request.

All remount service providers are to be registered with National Highway Traffic Safety Administration(NHTSA), as a manufacturer. The remounter shall be familiar with, and follow, all applicable and/or recommended OEM guidelines and practices as published by the OEM chassis manufacturer. This shall include the strict compliance with the New Vehicle Standard, registration requirement, and the Incomplete Vehicle Document (IVD) for the appropriate chassis.

The remounter company shall be financially able to adequately support a warranty obligation offered to the purchaser and provide proof from a third party financial institution to the purchaser upon request. The warranty that shall be offered at a minimum to the customer shall be as follows:

1. The remounter shall warrant the ambulance and furnished equipment against parts failure or malfunction due to design, construction, or installation errors, defective workmanship, and missing or incorrect parts for a minimum period of 12 months or 12,000 miles (whichever occurs first).

2. However, if the remounter received from any supplier or subcontractor additional warranty on the whole or any component of the ambulance, in the form of time and/or mileage, including any prorate arrangements, or the remounter generally extends to their commercial customers a greater or extended warranty coverage, the customer shall receive corresponding warranty benefits.

It is also the responsibility of the awarded vendor to certify that it has inspected the remounted module for structural integrity and will supply a statement that includes date, time, and photographic proof of the inspection process to the purchaser. The remounter shall have written work process documentation to substantiate each step of the product and present to the awarded vendor upon completion of the remount.

This shall include:

1. The evaluation and the physical assessment of the original vehicle;
2. The production sequence and process; and
3. Written and verified quality control and function checks.

The remounter shall perform the following series of steps to determine viability of the proposed remount product:

1. The viability shall include a visual inspection of ambulance body module for overall condition to determine suitability for forward service life. This shall include the compatibility of the body to the proposed new chassis. This viability process shall include, and the remounter shall provide a Scope of Work to the awarded vendor, which shall include a detailed proposal to the customer: a notice of compliance of FMVSS requirements, including weight balance and payload projections and analysis.
2. The remounter shall inform the customer of any hidden deficiencies or defects discovered during the process; whereby remediation shall be mutually determined.
3. The remounter shall inspect and perform functionality testing in accordance to American Manufacturers Division of the National Truck Equipments Association standards.
4. The remounter shall provide final documentation of product and affix all applicable compliance labeling to the product.

If a purchaser utilizes a remount service on its own initiative, the remount service provided shall be excluded from the terms and conditions of this Contract.

## 3.17 FORCE MAJEURE

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees contributed to the delay and the delay is due directly

to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

## 3.18 DELIVERY TIME

Vendors shall specify the estimated delivery time in calendar days for each item. The purchaser should consult the vendor regarding vehicle production schedules. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

## 3.19 ORDER

The vendor shall submit a copy of the purchase order to the Coordinator within 14 days of receipt from the purchaser.

To initiate a purchase, a purchaser issues a purchase order to the vendor, which shall include:
- The contract number and title;
- Specification number and item(s) purchased;
- Prices broken down by FSA base specification item, and additional options;
- Purchaser's federal identification number, and
- Name, phone number and email address for the point of contact at the purchasing agency.

Delivery or due dates should be discussed with the vendor at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the vendor. It is important to note that vendors do not have any control over production delays in schedules from the manufacturer.

The purchaser should forward an executed copy of the purchase order to the FSA at the same time the purchase order is sent to the vendor. Emails or hard copies are accepted. Emails can be sent to coop@flsheriffs.org.

If a vendor receives a purchase order for a specification for which they were not awarded, the vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

All vehicles ordered prior to production cut off and in accordance with the contract shall be supplied in the manufacturer's next model run of that class vehicle even if it requires supplying a later model at the original bid prices.

Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the Contract and the purchase order.

It is the vendor's responsibility to ensure that the vehicle or equipment ordered by the purchaser is fully compatible with all ordered options and that the vehicle complies with all applicable manufacturer and industry standards. The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver a vehicle that will be fully compatible with all of its options.

Any changes that are required to bring a vehicle or equipment into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and returned to the purchaser 14 calendar days from receipt of purchase order without notification by the purchaser. The Confirmation of Order form is included in Appendix D.

## 3.20 VEHICLE DELIVERY

At a minimum, pre-delivery service shall include the following:

- Standard Dealer and Manufacturer protocol for new vehicle delivery;
- Cleaning of vehicle, if necessary, and removal of all unnecessary tags, stickers, or papers;
- For cab and chassis, do not remove the window price sticker or supplied line sheet;
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Owner's manual and warranty manual to accompany each vehicle; and
- A MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the Purchaser, if applicable. Vehicles that are missing this form, or have forms that have been altered will not be accepted.

The successful bidder shall be responsible for delivering vehicles that are properly serviced, clean and in first class operating condition.

Vendor shall complete delivery of the vehicle to the purchaser within fourteen (14) calendar days of receipt of the vehicle from the manufacturer or equipment supplier. This deadline shall not apply to vehicles originating as an incomplete chassis.

Receipt of a vehicle by the vendor is defined as acceptance of the vehicle from a common carrier at the vendor's place of business or any third party's place of business.

Deliveries of less than 2,500 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving fire rescue or emergency response vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 2,500 miles shall be approved by the purchasing agency. Incomplete vehicles would be exempt. The purchaser has the option to reject a vehicle with more than 2,500 odometer miles, if not previously approved by the purchaser, or may deduct $0.51 cents per mile in excess of 2,500 miles from the invoice, unless distance above 2,500 miles was previously approved by the purchaser. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery.

All warranties shall begin at the time of delivery to the Purchaser. The purchaser's warranty should not be active for incomplete vehicles or vehicles delivered to an upfitter before final delivery.

Vendor shall notify the purchaser no less than twenty four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. Transport deliveries must be unloaded and inspected by Purchaser. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

All vehicles must contain no less than 1/4 tank of fuel as indicated by the fuel gauge at the time of delivery. For vehicles and equipment that have more than thirty five (35) gallons of capacity, a minimum of ten (10) gallons of fuel must be provided.

## 3.21 INSPECTION AND ACCEPTANCE

It is the responsibility of the Purchaser to inspect a vehicle for any damages.

Each Purchaser shall make a good faith effort to inspect the vehicles or equipment before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accomodations for inspection cannot be made upon delivery, the Purchaser may have up to three (3) days to inspect the vehicle or equipment for acceptance.

Inspection and acceptance will be at the Purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order.

It is the purchaser's responsibility to thoroughly inspect each vehicle prior to acceptance. Copies of the bid specifications and purchase order will be delivered with the vehicle. Purchasers are to inspect the vehicle and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle meets or exceeds the requirements of the technical bid specifications and the submitted purchase order. Purchasers should inspect the vehicle for physical damage.

Delivery of a vehicle to a purchaser does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle meets contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

Units shall be delivered with each of the following documents completed or included:

1. Copy of Customer's Purchase Order
2. Copy of the applicable Vehicle Specification
3. Copy of Manufacturer's Invoice or Window Sticker. Prices may be deleted from the manufacturer's invoice
4. Copy of Pre-Delivery Service Report
5. Warranty Certification
6. One complimentary copy of the printed owner's manual if requested, otherwise digital copies are acceptable
7. If the Vendor does not provide the tag and title, then the DHSMV 82040 (*Application for Certificate of Title and/or Vehicle Registration)* which requires a signature of authorized representative

Deliveries that do not include the above forms and publications will be considered incomplete and can be refused.

## 3.22 REGISTRATION, TAG AND TITLE

Costs of tag and title shall not exceed the statutory rates. FSA Administrative Fee does not apply to tag and title work.

Title items shall be the responsibility of the vendor. The purchaser, if a government agency, has the authority to choose to register and title the vehicle.

Reasonable administrative costs for registration and title services, including obtaining temporary tags, tag transfers, and new tags are permitted. All costs associated with obtaining, filing and shipping of tags shall be listed as an option during

the bid submission for each item bid. Registration and title costs can include convenience fees, cost reimbursements for filing, obtaining or delivery of tags, or any costs over the original purchase price of the registration and title. Registration and title costs for registration and titling can be negotiated between the purchaser and the vendor.

## 3.23 CAB AND CHASSIS PURCHASES

FSA highly recommends that all upfitting of cab and chassis be performed by vendors or third party suppliers that are licensed and/or certified to avoid unnecessary exposure to future liability.

Vendors are required to register and title the vehicle when the cab and chassis upfitting work is completed by the vendor or the vendor's selected third party supplier.

Cab and chassis can be purchased from vendors without any required additional fitting by the dealer. However, in this situation vendors are not required to register and title the chassis.

If an agency chooses to upfit the chassis with a third party supplier not selected by the vendor, then the third party supplier must perform the state mandated registration and title work upon completion of the upfitting.

The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

## 3.24 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently.

A Purchaser has three (3) working days to inspect and accept the vehicles or equipment. The Vendor shall be paid upon submission of invoices to the Purchaser after satisfacory delivery and acceptance of the vehicles and/or equipment.

The Local Government Prompt Payment Act will apply to local governments to ensure timely payment of Vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

## 3.25 WARRANTY REPAIRS AND SERVICE

All warranties shall begin at time of delivery and final acceptance by the purchaser. Failure by any manufacturer's authorized representative to render proper warranty service or adjustments, including providing a copy of the warranty work order to the purchaser, may subject the vendor to suspension until satisfactory evidence of correction is presented to the FSA.

## 3.26 INADEQUATE SERVICE

When vehicles and equipment require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized dealer or other service provider to remedy the defect. Such service or adjustments shall be initiated by the bendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory and the vehicle or equipment is redelivered.

The provisions of the delivery section shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the vendor until the vehicles or equipment are satisfactory and accepted by the Purchaser.

## 3.27 REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS

Purchase Orders

The Vendor must submit copies of purchase orders upon receipt to the FSA. Purchase orders are considered late if not submitted fifteen (15) days after the date of the purchase order.

Vendors should scan a complete copy of the purchase order and attach it as a .pdf. Place the document title in the subject line of the e-mail and send purchase order copies to coop@flsheriffs.org.

The files should be named using the following examples:

| Examples: | |
|---|---|
| *County* = Florida County, County of PO 12345 | *ABC County BCC PO 12345.pdf* |
| *City* = Florida City, City of PO 12345 | *ABC City PO 12345.pdf* |
| *Sheriff* = Sheriff Office of PO 12345 | *ABC Sheriff PO 12345.pdf* |
| *Education* = Institution Name PO12345 | *ABC County College PO 12345.pdf* |

Quarterly Reports

Quarterly reports are the contractual responsibility of each awarded vendor. Quarterly Reports which do not adhere to the required format (Appendix F) or are not complete of all purchase orders will be returned to the reporting Vendor for correction of deficiencies.

Quarterly reports track the deliveries in a given quarter. Quarterly reports do not track purchase orders taken in a quarter, rather purchase orders are to be submitted at the time they are received by the vendor.

All quarterly reports are to be sent to reports@flsheriffs.org. Quarterly reports are found on-line in the Vendors Only section of the FSA website.

Quarterly Reports must be complete with the name of the vendor and the date. For example, “Spomot Motors” would be in the document header. Do not indicate the quarter on the top of the report. Do not send purchase orders with the quarterly report. An example of a Quarterly Report is in Appendix F.

Quarterly Reports are due no later than the 15th day of the month following the end of the quarter.

Quarterly reports should follow this schedule:

| Year 1 | Quarter Period | Reports and Administrative Fees Due |
|---|---|---|
| Y1Q1 | April 1 – June 30 | 15-Jul-2020 |
| Y1Q2 | July 1 – September 30 | 15-Oct-2020 |
| Y1Q3 | October 1 – December 31 | 15-Jan-2021 |
| Y1Q4 | January 1 – March 31 | 15-Apr-2021 |

| | | |
|---|---|---|
| Year 2 | | |
| Y2Q1 | April 1 – June 30 | 15-Jul-2021 |
| Y2Q2 | July 1 – September 30 | 15-Oct-2021 |
| Y2Q3 | October 1 – December 31 | 15-Jan-2022 |
| Y2Q4 | January 1 – March 31 | 15-Apr-2022 |
| Year 3 | | |
| Y3Q1 | April 1 – June 30 | 15-Jul-2022 |
| Y3Q2 | July 1 – September 30 | 15-Oct-2022 |
| Y3Q3 | October 1 – December 31 | 15-Jan-2023 |
| Y3Q4 | January 1 – March 31 | 15-Apr-2023 |

If a Vendor has no sales within a quarter, the vendor is required to submit a quarterly report and must indicate "NO SALES THIS QUARTER" on the report.

Deliveries beyond the Y3Q4 period are to be submitted as a "Y3Q4 Extended Delivery" sheet using the same report format until the contract deliveries are completed for the current contract.

FSA reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA will provide written notice to all vendors of the method by which future quarterly reports are to be submitted.

## 3.28 ADMINISTRATIVE FEE

The Florida Sheriffs Association charges three quarters of one percent (.0075) to procure, process and administer the Contract.

After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a Quarterly Report. Vendors are to make notation of payments in a separate column for each line item of each quarterly report of the check number submitted for administrative fees paid each quarter.

Bidders are to include the administrative fee of three quarters of one percent (.0075) in all bid prices. The fee should be incorporated into the price at the time of bid submission This fee should also be included on all add options. The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a vendor fails to incorporate the administrative fee in its bid pricing.

The fee should never be listed as a separate line item on any purchase order.

The administrative fee to be paid is based on the total purchase order amount of new vehicles or equipment. This fee excludes any value given to Purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The administrative fee is the contractual responsibility of each vendor.

By submission of the Quarterly Reports and admistrative fee, the vendor is certifying the accuracy of the reports and deposits. All reports and fee submissions shall be subject to audit by the FSA or the designee.

All participating vendors are responsible for ensuring the Administrator has the contact e-mail address for the person responsible for quarterly reports. There will be no reminders for the Quarterly Reports or the administrative fee.

Checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

## 3.29 LIQUIDATED DAMAGES

The vendor warrants that the product supplied to the FSA or purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports within 15 calendar days following the end of each quarter will result in the imposition of liquidated damages. Vendors failing to submit administrative fees and quarterly reports will incur liquidated damages in the amount of $25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section and Section 3.28, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. Venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 days can result in FSA, at it's sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications, disqualification from future solicitations, or termination for cause pursuant to Section 1.45.

Schedule of Liquidated Damages

| | |
|---|---|
| Failure to submit quarterly report on time | $25.00 per day |
| Failure to report a Purchase Order to FSA within the 15 calendar days of the purchase order date | $100.00 per Purchase Order |
| Failure to Report Sales | .0075 of the sales price plus 1.5% each month following the delivery date. |

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will damage the FSA, but by their nature such damages are difficult to ascertain. Accordingly, the above specified schedule of liquidated damages shall apply to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty, but are instead intended solely to compensate the FSA for damages, and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.

# FSA DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Bidder's Signature

_____

Date

# INSURANCE CHECK LIST

___ 1. Workers' Compensation and Employer's Liability per the statutory limits of the State of Florida.

√ 2. Comprehensive General Liability(occurrence form), limits of liability $1,000,000 per occurrence for bodily injury property damage to include Premises/Operations; Products, Completed Operations and Contractual Liability. Contractual Liability and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications). General aggregate $3,000,000

√ 3. Automobile Liability - $1,000,000 each occurrence - owned/non-owned/hired automobiles included.

___ 4. Excess Liability - $ _____ per occurrence to follow the primary coverages.

√ 5. The FSA must be named as an additional insured on the liability policies; and it must be stated on the certificate.

√ 6. Other insurance as indicated:

- ☐ Builders Risk completed value $ _____
- ☐ Liquor Liability $ _____
- ☐ Fire Legal Liability $ _____
- ☐ Protection and Indemnity $ _____
- ☐ Employee Dishonesty Bond $ _____
- ☑ Other (Garage) $ 1,000,000

√ 7. Thirty (30) days written cancellation notice required.

√ 8. Best's guide rating B+:VI or better, latest edition.

√ 9. The certificate must include the bid number and bid title and list FSA as the Certificate Holder.

## Proposer and Insurance Agent Statement:

**We understand the insurance requirements of these specifications, as noted by the items checked above, and that evidence of this insurance is required within five (5) days of Bid Award.**

Bidder: _____

Signature: _____

Date: _____

**Florida Sheriffs Association**
**Cooperative Purchasing Program**
**Vendor Change Document**

*Please complete this form to validate a requested change to Company Addresses, Contacts or Contact Information below. Include all sections where information has changed, old and new.*

**FSA Contract Number(s) affected by change:** _____

_____

| **Company Information Changes:** | |
|---|---|
| ***Old Information*** | ***New Information*** |
| Old Company Name: | New Company Name: |
| Old Company Address: | New Company Address: |
| Old Company City: | New Company City: |
| Old Company State: | New Company State: |
| Old Company Zip: | New Company Zip: |
| **Company Contact Changes:** | |
| ***Old Contact Information*** | ***New Contact Information*** |
| Old Contact Name (First, Last): | New Contact Name (First, Last): |
| Old Contact E-Mail: | New Contact E-Mail: |
| Old Contact Office Phone: | New Contact Office Phone: |
| Old Contact Mobile Phone: | New Contact Mobile Phone: |
| Old Contact Fax Phone: | New Contact Fax Phone: |

This information is requested by an authorized representative of _____.
This request will take effect as soon as it is received by FSA by e-mailing to coop@flsheriffs.org.

Name of Authorized Company Representative _____

Job Title_____ Date of Request _____

Authorized Company Representative Signature: _____

| FSA Office Use: | | |
|---|---|---|
| Date Received: | Change Effective: | FSA Agent: |

# CONFIRMATION OF ORDER

## Florida Sheriffs Association
## & Florida Fire Chiefs Association
## Fire Rescue Vehicles and Other Equipment

## BID NO. FSA20-VEF14.0

**A Confirmation of Order form shall be completed by the Vendor and returned to the Purchaser 14 calendar days from receipt of purchase order without notification by the Purchaser.**

**TO BE COMPLETED BY DEALERSHIP:**

**Vendor/Dealership:** _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone Number: _____ Fax: _____

Specification No. _____ Type Vehicle: _____

Purchase Order Number: _____ Purchase Order Received: _____

Order Was Placed With the Manufacturer on: _____

Under Production Number: _____

Delivery should occur within _____ calendar days after receipt of Purchase Order.
A Copy of the Required Production Sheet(s) are Attached for Your Files.

Comments: _____

_____

**Purchaser/Agency:** _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax: _____

E-mail: _____

*A copy of this form should be attached and submitted with the Purchase Order as the last page.*

# MANUFACTURER'S AUTHORIZATION

**Fire Rescue Vehicles, Ambulances and Other Equipment**
**BID NO. FSA20-VEF14.0**

This is to certify that _____ is the manufacturer
(Vendor/Respondent's Name) or a

manufacturer's authorized dealer of _____
(Manufacturer/Brand Name)

in the State of Florida.

By:

Manufacturer Name: _____

Address: _____

City, State, Zip: _____

Office Phone: _____ Mobile Phone: _____

E-mail: _____

Signature: _____

Title: _____

**PLEASE NOTE:** This authorization form must be executed by an authorized employee of the manufacturer **ONLY**. Dealers/Representatives are not authorized to execute this authorization form on behalf of the manufacturer. The manufacturer must execute this authorization form even if they are offering their own products. Failure to submit this authorization form with your response as required shall result in the disqualification of the response.

Contract Terms and Conditions Section Qualification

# FLORIDA SHERIFFS ASSOCIATION

## Cooperative Purchasing Program

Contract Terms and Conditions

Appendix F – Quarterly Report

**[INSERT VENDOR NAME HERE]**
**QUARTERLY REPORT for BID #FSA20-VEF14.0**
**Effective Dates: April 1, 2020 thru March 31, 2023**
**Fire Rescue Vehicles and Other Equipment**

| April 1 - June 30/Y1-Q1 | | | | | | Zero Activity ☐ Check Box | |
|---|---|---|---|---|---|---|---|
| Name of Purchasing Agency | PO # | Qty. | Spec. # | Vehicle Type | PO Date | Total PO Amount | Admin. Fee |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **July 1 - Sept 30/Y1-Q2** | | | | | | **Zero Activity** ☐ Check Box | |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **Oct 1 - Dec 31/Y1-Q3** | | | | | | **Zero Activity** ☐ Check Box | |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **Jan 1 - Mar 31/Y1-Q4** | | | | | | **Zero Activity** ☐ Check Box | |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| **Page Total** | | | | | | **$ -** | **$ -** |

Fees and reports are due no later than the 15th of the month following the quarter end.

# FLORIDA SHERIFFS ASSOCIATION

## Cooperative Purchasing Program

Contract Terms and Conditions

Appendix G – Bid Calendar

**BID CALENDAR**
**Bid # FSA20-VEF14.0 Fire Rescue Vehicles, Ambulances and Other Equipment**
**Contract Period: April 1, 2020 – March 31, 2023**

| CALENDAR ITEM | DATE |
|---|---|
| Bid System Training - All Interested Bidders | 11/6/2019 |
| Registration Open for Mandatory Pre-Bid | 11/15/2019 |
| Specification and Terms & Conditions Review Workshop | 11/20/2019 |
| Mandatory Pre-Bid Meeting | 1/14/20-1/15/20 |
| Requests for Clarifications | 1/27/2020 |
| FSA Response to Requests for Clarifications | 1/29/2020 |
| Bidder Qualifying Documents Due | 1/29/2020 |
| FSA Bid System Opens | 2/3/2020 |
| Cone of Silence | 2/3/20-4/1/20 |
| Bid Submissions Due | 3/2/2020 |
| Public Bid Opening | 3/3/2020 |
| FSA & Fleet Advisory Committee Bid Review | 3/9/20-3/11/20 |
| Intent to Award Posted | 3/13/2020 |
| Bid Award Announced | 4/1/2020 |

**Voluntary Teleconference Workshop Instructions:**
Voluntary workshops are via teleconference. To participate, call in on the designated dates specified in the bid calendar at times TBD. Registration: https://form.jotform.com/92945425925164
Dial-In: 1-800-920-7487
Participant Code: 68495418

**Mandatory Pre-Bid Location:**
Volusia County Emergency Operations Center
3825 Tiger Bay Road
Daytona Beach, Florida 32124

**Mandatory Pre-Bid Meeting Itinerary:**
Fire Rescue Vehicles & Other Equipment - 1/14/2020 at 9:00 am - 4:00 pm (EDT)
Ambulances - 1/15/2020 at 9:00 am - 4:00 pm (EDT)

## FSA BID SYSTEM DATA INPUT INSTRUCTIONS FOR BIDDERS:

FSA20-VEF14.01 – AMBULANCES & OTHER EQUIPMENT

FSA20-VEF14.02 – FIRE RESCUE VEHICLES & OTHER EQUIPMENT

***Note:*** *The attached Exhibit 1 is an example bidder screen in the FSA bid system and is for illustration purposes only.*

**Step 1:** Insert bid price in the "Unit Price/Percent" data input field as illustrated in Exhibit 1.

**Step 2:** Insert the % discount represented by your bid amount for purchaser reference in the "Vendor Description" data input field as illustrated in Exhibit 1.

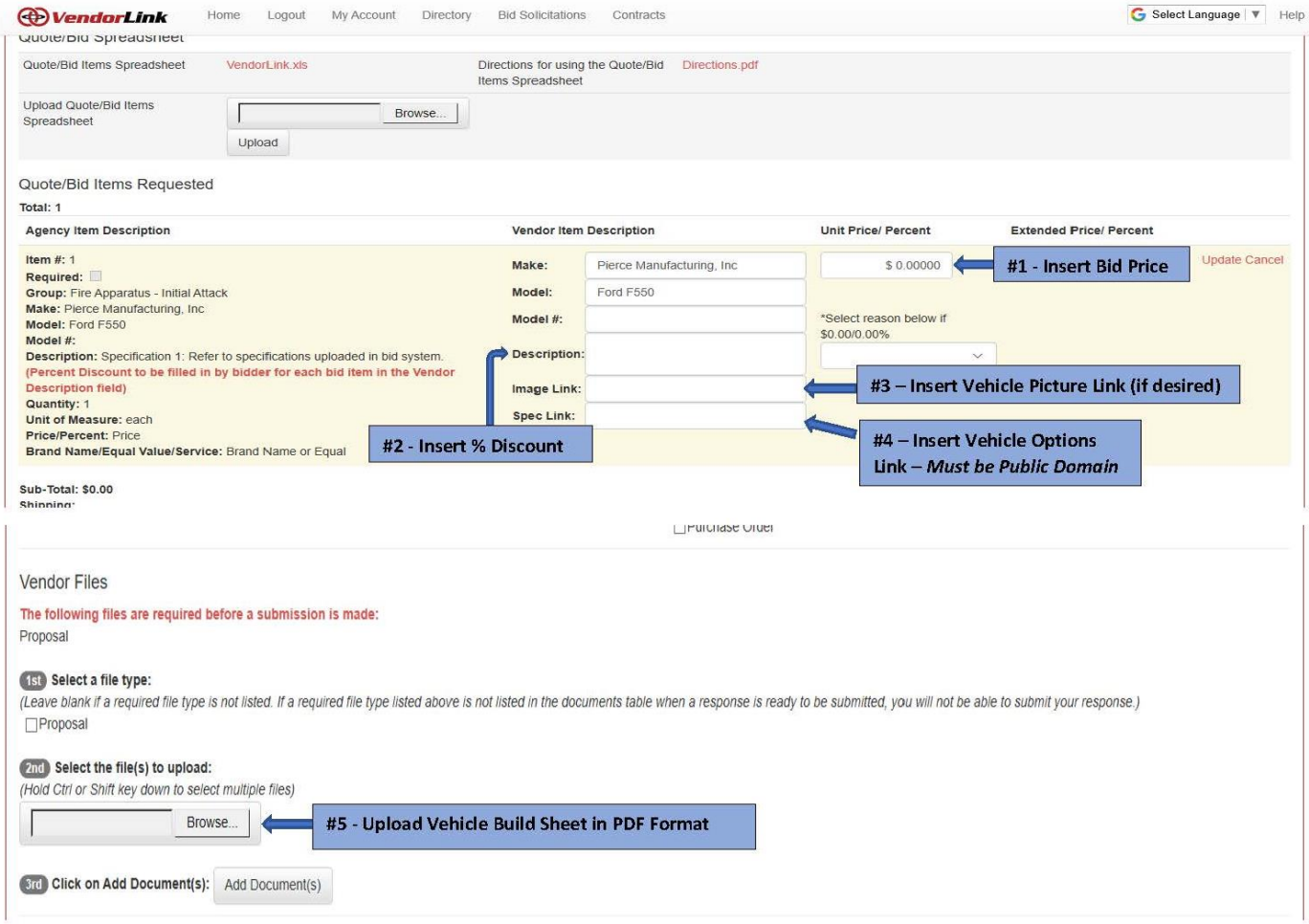
**Step 3:** Insert vehicle picture link (which must be a public domain) in the "Image Link" data input field (if desired) as illustrated in Exhibit 1.

**Step 4:** Insert vehicle options link (which must be a public domain) in the "Spec Link" data input field (if desired) as illustrated in Exhibit 1.

**Step 5:** Upload vehicle build sheet in PDF format in the "Select Files To Upload" field as illustrated in Exhibit 1

## Appendix H – FSA Bid System Data Input Instructions for Bidders – Continued

### EXHIBIT 1



Protecting, Leading & Uniting...since 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519
p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

# Contract Amendment

## FSA20-VEF14.01 Ambulances & Other Equipment
## FSA20-VEF14.02 Fire Rescue Vehicles & Other Equipment

The Florida Sheriffs Association is modifying the contract terms and conditions of Contract FSA20-VEF14.01 and FSA20-VEF14.02, Section 2.13. This contract amendment is effective on May 1, 2020. The modification of the terms and conditions is permissible under Section 1.24 of the contract.

The following language under Section 2.13 will be amended as follows:

*2.13 OPTION PRICING*

*Options may be sold, but only in connection with the sale of a base specification. The bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded.*

*Options are intended to add or delete equipment or features from the base specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size, horsepower, or equipment, and should not be made available for purchase separate from the base vehicle or equipment. Bidders shall NOT use options to create a vehicle or equipment that is entirely different than the FSA base specification or are available as another specification ~~bid~~ awarded on this ITB.*

*The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written base specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA.*

*The FSA has the discretion to disqualify bidders if the option pricing is excessive.*

*Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid.*

*If a bidder will offer registration and title services as a fee for service, the bidder must include the registration and title fee as a separate option (i.e. line item) for each item bid, see Section 3.23 for additional details. Government imposed fees should not be included in this option pricing.*

*No other additional charges or fees are admissible.*

*Purchasers are encouraged to negotiate option pricing with vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the vendor.*

**RESOLUTION NO. 2022-05**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE PURCHASE OF A 75 SABER QUINT AERIAL LADDER FROM TEN-8 FIRE & SAFETY, LLC, UTILIZING THE FLORIDA SHERIFF'S ASSOCIATION COOPERATIVE PURCHASING CONTRACT FSA20-VEF14.02, IN AN AMOUNT NOT TO EXCEED $887,740; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PURCHASE ORDER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Town Volunteer Fire Department, along with Town staff, budgeted for the replacement of the 1994 Pierce Squirt 50 Aerial Truck; and

**WHEREAS,** Section IV.E. of the Town's Purchasing Manual authorizes the Town to procure goods or services utilizing contracts that result from the Town's participation in cooperative purchasing groups; and

**WHEREAS**, staff has determined that the most cost effective and operationally efficient method of procurement for a new 75 Saber Quint Aerial Ladder (the "Truck") is to purchase one utilizing the Florida Sheriff's Association Cooperative Purchasing Contract #FSA20-VEF14.02 (the "FSA Contract"); and

**WHEREAS,** the Town wishes to purchase the Truck from Ten-8 Fire & Safety, LLC ("Ten-8") utilizing the FSA Contract, in an amount not to exceed $887,740 (the "Purchase"); and

**WHEREAS,** the Town Commission deems it to be in the best interest of the Town and its residents to approve the Purchase of the Truck from Ten-8, and authorize the Town Manager to execute a purchase order.

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

**SECTION 1. Recitals**. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

**SECTION 2**. **Purchase Approved.** The purchase of the Truck from Ten-8, in an amount not to exceed $887,740, is hereby approved.

**SECTION 3. Authorization to Execute Purchase Order**. The Town Manager is hereby authorized to execute a Purchase Order to Ten-8, together with such non-substantial

changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

**SECTION 4. Authorization to Implement**. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

**SECTION 5. Effective Date**. This Resolution shall become effective immediately upon passage and adoption.

**PASSED AND ADOPTED** on this ___ day of January, 2022.

_____
MAYOR CHRIS VINCENT

Attest:

_____
Acting Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

**Agenda Item No: 17.f**

# Town Commission Agenda Item Report

**Meeting Date:** January 11, 2022
**Submitted by:** Lucila Lang, Director of Finance and Budget
**Submitting Department:** Finance Department
**Item Type:** Resolutions
**Agenda Section:** RESOLUTIONS – PUBLIC COMMENTS

---

**Subject Title:** Resolution 2022-06 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2021/2022 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A"; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2021/2022 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

**Explanation:** There are Capital Improvement Projects that were not concluded during the 2020/2021 Fiscal Year. Staff is requesting that these unused funds be carried forward to FY2021-2022.

| Project Title | FY2021 | | Carryover from FY21 | Current FY2022 Budget | FY2022 Amended Budget |
|---|---|---|---|---|---|
| | Amended Budget | YTD Actual Expenditures | | | |
| 300-Capital Fund: A1A Hibiscus Crosswalk | $ 50,000 | $ 5,000 | $ 45,000 | $ - | $ 45,000 |
| 300-Capital Fund: Town Hall Complex | $ 125,000 | $ 54,245 | $ 70,755 | $ 251,000 | $ 321,755 |
| 300-Capital Fund: Bel Air-Seawall Repair-East | $ 225,000 | $ 4,703 | $ 220,297 | $ - | $ 220,297 |
| 300-Capital Fund: Canal Dredging | $ 50,000 | $ 10,046 | $ 39,954 | $ 70,000 | $ 109,954 |
| 300-Capital Fund: Beach Renourishment | $ 75,000 | $ 20,482 | $ 54,518 | $ - | $ 54,518 |
| 300-Capital Fund: Palm Club Sewer | $ 2,550,000 | $ 843,939 | $ 1,706,061 | $ 1,450,000 | $ 3,156,061 |
| 300-Capital Fund: Street Project-Codrington Drive | $ 120,000 | $ 15,641 | $ 104,359 | $ 1,150,000 | $ 1,254,359 |
| 300-Capital Fund: Street Project-Bougainvilla/Poinciana | $ 240,000 | $ - | $ 240,000 | $ - | $ 240,000 |
| 115-Fire Fund: Appropriated Fund Balance | $ 898,507 | $ - | $ 19,000 | $ 898,507 | $ 917,507 |
| 102-Building Fund: Appropriated Fund Balance | | | | $ 50,000 | $ 105,998 |

*Note:

- Fire Fund: In June 2021, VFD ordered a new Ranger Crew XP 1000 Premium that was not delivered by 9/30/21. Therefore, this budget amendment is required to transfer the cost of the new Ranger Crew XP 1000 Premium to cover the expense in FY22.
- Building Fund: At the Commission meeting of 12/14/21, approval was received for the Building Fund to cover $55,998 of the recover & replacement cost of the building's roof. This is the required budget amendment to account for this expenditure.

**Recommendation:** Adopt Resolution 2022-06 (Exhibit 1) amending FY21-22 budget.

**Attachments**:
Exhibit 1-Resolution 2022-06 (Exhibit A-FY21-22 Budget Amendment)

**RESOLUTION NO. 2022-06**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2021/2022 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A"; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2021/2022 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Manager has made recommendations to the Town Commission, which require amendment of the 2021/2022 Fiscal Year Budget; and

**WHEREAS**, the Town Commission, in accordance with the requirements of Section 166.241, Florida Statutes, wishes to amend the 2021/2022 Fiscal Year Budget for the transfer of said funds consistent with the recommendations of the Town Manager.

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

**Section 1. Recitals.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference. All exhibits attached hereto are hereby incorporated herein.

**Section 2. Budget Amended.** The Town Commission hereby amends the 2021/2022 Fiscal Year Town Budget as set forth in Exhibit "A."

**Section 3. Appropriations Approved.** The appropriations and expenditures set forth in Exhibit "A" are hereby approved**.**

**Section 4. Implementation.** The Town Commission hereby directs Town Administration to effectuate the appropriations and expenditures reflected in Exhibit "A" by appropriate and necessary transfers.

**Section 5. Conflicts.** All prior resolutions or parts thereof in conflict herewith are repealed to the extent of such conflict.

**Section 6. Severability.** If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

**Section 7. Effective Date.** This Resolution shall take effect immediately upon adoption and shall be applicable retroactively from and after October 1, 2021.

Passed on this 11th day of January, 2022.

_____
MAYOR CHRIS VINCENT

Attest:

_____
Acting Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

## FY 2021/2022 Budget Amendment

**REVENUES**

| Fund | Department / Account | Current Budget | Proposed Budget | Variance | Explanation |
|---|---|---|---|---|---|
| 102 - Building | 000.000 Appropriated Fund Balance<br>380.203 Appropriated Fund Balance | $ 50,000 | $ 105,998 | $ 55,998 | Appropriation from Building Fund Balance to cover 35% of building roof replacement |
| 115 - Fire | 000.000 Appropriated Fund Balance<br>380.203 Appropriated Fund Balance | $898,507 | $917,507 | $19,000 | Appropriation from Fire fund balance to Cover undeliverable Ranger Crew XP 1000 Premium-FY21 |
| 300 - Capital | 000.000 Appropriated Fund Balance<br>380.200 Appropriated Fund Balance | $406,337 | $2,887,281 | $2,480,944 | Appropriation from Capital fund balance to cover the funding for uncompleted 2021 projects. |
| | **Total Revenues** | | | 2,555,942 | |

**EXPENDITURES**

| Fund | Department / Account / Project Number | Current Budget | Proposed Budget | Variance | Explanation |
|---|---|---|---|---|---|
| 102 - Building | 524.100 Bldg Dep<br>500.624 Capital Outlay Building Improvements | - | $55,998 | $55,998 | To cover 35% of cost share from Building Fund for roof replacement |
| 115 - Fire | 115-522.000 Fire Department<br>500.644 Capital Outlay-Vehicles | $918,000 | $937,000 | $19,000 | To cover carryforward funding for Ranger Crew XP 1000 Premium Matte Navy |
| 300 - Capital | 519.155 A1A Hibiscus Crosswalk<br>500.630 Capital Improvement other than Building | $0 | $45,000 | $45,000 | To cover carryforward funding for uncompleted A1A Hibiscus Crosswalk |
| 300 - Capital | 519.162 Town Hall Complex<br>500.624 Capital Outlay-Building Improvement | $251,000 | $321,755 | $70,755 | To cover carryforward funding for uncompleted work in Town Hall Complex |
| 300 - Capital | 559.025 Bel-Air-Seawall Repair East<br>500.630 Capital Outlay Improvement other than building | $0 | $220,297 | $220,297 | To cover carryforward funding for uncompleted Seawall Repair East |
| 300 - Capital | 559.026 Canal Dredging<br>500.630 Capital Outlay Imp other than bldg. | $70,000 | $109,954 | $39,954 | To cover carryforward funding for uncompleted Canal Dredging |
| 300 - Capital | 572.200 Beach Renourishment<br>500.630 Capital Outlay Improvement other than building | $0 | $54,518 | $54,518 | To cover carryforward funding for uncompleted Beach Renourishment Project |
| 300 - Capital | 576.129 Palm Club Sewer<br>500.630 Capital Outlay Improvement other than building | $1,450,000 | $3,156,061 | $1,706,061 | To cover carryforward funding for uncompleted Palm Club Sewer Project |
| 300 - Capital | 576.135 Street Project Codrington Drive<br>500.630 Capital Outlay Imp other than bldg. | $1,150,000 | $1,254,359 | $104,359 | To cover carryforward funding for uncompleted Street Project-Codrington Drive |
| 300 - Capital | 576.136 Street Project- Bougainvilla/Poinciana<br>500.630 Capital Outlay Improvement other than building | $0 | $240,000 | $240,000 | To cover carryforward funding for uncompleted Street Project-Bougainvilla/Poinciana |
| | **Total Expenditures** | | | 2,555,942 | |