



Town Commission

Jarvis Hall 4505 N. Ocean Drive

Regular Town Commission

REGULAR TOWN COMMISSION

Being held at Tuesday, November 12, 2019
Jarvis Hall 4505 N. Ocean Drive

1. **CALL TO ORDER, MAYOR CHRIS VINCENT**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **INVOCATION – Reverend George Hunsaker**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
 - 5.a Highlights from Special Events (Debbie Hime, Special Projects Coordinator)
[CoverPage - Highlights.pdf](#)
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
 - 7.a BSO October 2019 Report (Cap't Thomas Palmer, BSO)
[CoverPage.pdf](#)
[TM Report-October 2019.pdf](#)
 - 7.b VFD October 2019 Report (Chief Judson Hopping, VFD)
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[LBTS VFD Activity Report - Oct. 2019.pdf](#)
 - 7.c AMR October 2019 Report (Chief Brooke Liddle)

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[AMR Times 10-19.pdf](#)
8. **TOWN MANAGER REPORT**
 - 8.a Preliminary FY 2019 Financials (Lucila Lang, Finance Director)
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9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
 - 10.a October 22, 2019 Town Commission Meeting Minutes (Tedra Allen, Town Clerk)
[CoverPage - Minutes.pdf](#)
[102219 LBTS Commission 1st draft minutes.pdf](#)

11. CONSENT AGENDA

- 11.a** 2019 Ford F-550 Aerial Lift Truck Lease (Ken Rubach, Municipal Services Director)
[CoverPage.pdf](#)
[EX 1-2019 Ford F550 XL 4x4 Lease Quote.pdf](#)
[EX 2-AG 2019-20 - Enterprise Fleet Mgmt.pdf](#)
- 11.b** Piggyback of Electrical Maintenance Services Contract (Ken Rubach, Municipal Services Director)
[Cover Page.pdf](#)
[EX 1- Oakland Park Contract Award.pdf](#)
[EX 2- Electrical Maintenance Agreement.pdf](#)
- 11.c** December 10, 2019 Public Input Workshop Request - Dog Beach Possibilities
[CoverPage - Dog Beach.pdf](#)
- 11.d** Special Event Application from LBTS Restaurants for New Year's Eve Celebration Tuesday, December 31, 2019- Wednesday January 1, 2020 (Debbie Hime, Special Projects Coordinator)
[CoverPage.pdf](#)
[Ex 1 NYE 2019 SEA 12-31-19.pdf](#)

12. OLD BUSINESS

- 12.a** EV Charging Station Update (Ken Rubach, Municipal Services Director/Bill Vance, Town Manager)
[CoverPage.pdf](#)
[EX 1- Data Sheet for CPaaS.pdf](#)
[EX 2- CT4000 Charging Station.pdf](#)
[EX 3- ChargePoint Information Sheet.pdf](#)

13. NEW BUSINESS

- 13.a** El Mar Design Direction (Ken Rubach, Municipal Services Director/Jay Flynn, Town Engineer/Bill Vance, Town Manager)
[CoverPage.pdf](#)
- 13.b** Palm Club Sanitary Sewer Design (Ken Rubach, Municipal Services Director/Jay Flynn, Town Engineer/Bill Vance Town Manager)
[CoverPage.pdf](#)
[Ex 1- Original 2017 Palm Club Gravity Sewer System Scope and Fees.pdf](#)
[Ex 2- LBTS Palm Club Agreement with mark ups.pdf](#)
[EX 3-2019 Palm Club Agreement.pdf](#)
[Ex 4- Amended and Restated Agreement with Mathews - Palm Club.pdf](#)
- 13.c** Bougainvilla/Poinciana & West Business Plazas Lighting (Ken Rubach, Municipal Services Director)

[Coverpage.pdf](#)

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

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

[CoverPage - Ord 2019-10.pdf](#)

[Ordinance 2019-10.pdf](#)

16. ORDINANCES 2nd Reading

17. RESOLUTIONS – PUBLIC COMMENTS

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

[CoverPage.pdf](#)

[Exhibit 1 - language for Personnel Policy Manual.pdf](#)

[Exhibit 2 - Longevity Bonus Program.pdf](#)

[Ex3 Reso 2019-41.pdf](#)

18. QUASI JUDICIAL PUBLIC HEARINGS

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

[Cover Page.pdf](#)

[Ex 1 2019-L2-SPM-01 Blue Strawberry App and Plans.pdf](#)

[Ex2 FINAL -2019-L2-SPM-01 Site Plan Mod Blue Straw Staff Report FINAL 10.31.19.pdf](#)

[Ex 3 2019-L2-SPM-01 Development Order Blue Strawberry.pdf](#)

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

[CoverPage.pdf](#)

Ex 1 2019-L2-SPM-02 Bonnan Application.pdf

Ex2 FINAL-2019-L2-SPM-02_Site_Plan_Mod_Bonnan_Staff_Report_10-31-19.pdf

Ex3 2019-L2-SPM-02 Development Order Bonnan.pdf

19. ADJOURNMENT

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

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

PROCEDURES FOR PUBLIC COMMENTS:

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

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

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

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



Town Commission Agenda Item Report

Meeting Date: November 12, 2019

Submitted by: Debbie Hime

Submitting Department: Administration

Item Type: Presentations

Agenda Section: PRESENTATIONS

Subject Title:

Highlights from Special Events (Debbie Hime, Special Projects Coordinator)

Explanation:

Debbie Hime will present highlights from Boo! By the Sea and Veteran's Day

Recommendation:

N/A



Town Commission Agenda Item Report

Meeting Date: November 12, 2019

Submitted by: Thomas Palmer

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

BSO October 2019 Report (Cap't Thomas Palmer, BSO)

Explanation:

October 2019 Report

Recommendation:

Accept/Approve

Attachments:

1. BSO October 2019 Report



Date: November 7, 2019

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

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

Subject: Monthly Report to Commission – October 2019

PERSONNEL CHANGES: N/A

EMPLOYEE OF THE MONTH: Deputy Benya Koos

On 6/22/19, at approx. 10:21 am, Deputy Kratz responded to a report of a possibly deceased person on the beach, located 150 feet south of Anglin's Pier. Dep. Kratz immediately observed the adult male, who was lying prone in the sand near the water's edge and determined he was in fact deceased. Dep. Koos and others responded to assist. BSO Homicide Detective Jeffrey Curtis later responded with members of the BSO Crime Scene Unit and the Medical Examiner's Office. On-scene investigation was unable to determine the deceased male's identity, as he had no documents in his possession or other information which would have assisted in doing so, and he was not a person known to deputies or others in the community. There was no evidence of foul play.

The fact that the man remained unidentified bothered Dep. Koos, and he continued investigating on his own. Dep. Koos searched through the Computer Aided Dispatch (CAD) calls and field contacts during the days prior to the incident, and eventually discovered Alpha Shift Dep. Rene Suarez had previously contacted a male roughly fitting the same description. Dep. Koos requested Dep. Suarez to grant permission for him to review the body worn camera (BWC) footage from the 'suspicious person' encounter and the determined the video image closely resembled the victim. Dep. Koos then contacted Homicide Det. Curtis and relayed the information and the BWC recording. Based on the information obtained in the video recording, Detective Curtis was able to locate a friend that lived locally that provided information that the deceased male was from Bulgaria and his family was believed to still live in that country.

Detective Curtis contacted the Consulate in Bulgaria and requested assistance with attempting to identify the deceased male. On 10/30/19, Curtis forwarded the following email to Dep. Koos, commending him for his efforts, and confirming his assistance was invaluable in eventually identifying the deceased victim and contacting his next of kin in Bulgaria.

Det. Curtis:

I am emailing to give you an update on this death investigation you assisted with on June 22, 2019 where the victim was found deceased on the beach and his identity was unknown. Today 10/30/19, the Broward Medical Examiner's Office was able to make a positive identification by DNA provided from a family member in Bulgaria against the victim's DNA. The victim has been identified as Nikolay Nikolov Atanasov, W/M, 01/08/78, which is the same person you were able to find on BWC footage from a couple days prior to his death from a road patrol encounter on midnight shift.

Without your assistance on this case to help make identification of the victim, the case would still be an unknown victim. I want to thank you for all your extra hard work you put into this case to assist me. You could have just assisted the day of the incident and then went about your daily business, but you chose to continue to do your own investigation which ultimately helped solve the mystery of who the victim was. Thank you for helping me bring closure to the victim's family. You are a great asset to the Lauderdale-By-The-Sea District."

I heartily concur with Det. Curtis' comments and commend Dep. Koos for his professionalism, tenacity and aforementioned meritorious actions. As a result, I have awarded Deputy Benya "Ben" Koos was awarded the October 2019 Employee of the Month. Please note that this is the 2nd month in a row Deputy Koos has been awarded Employee of the Month.

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

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

- **Enhanced Marine Law Enforcement Patrol Program:** The BSO Marine Patrol Unit participates in the Enhanced Marine Law Enforcement Grant on behalf of Lauderdale-by-the-Sea. This grant allows for additional maritime patrols throughout the Town's waterways and adjacent ocean area.
- **Citizen Observer Patrol (COP) Program:** COP volunteers are local residents who receive public safety training. They are a tremendous asset to the Town of Lauderdale-by-the-Sea. COP members alternate assisting in administrative duties or patrolling local neighborhoods as an extra pair of eyes and ears to supplement deputy sheriff patrols. COP members also attend monthly patrol information and criminal intelligence briefings. A summary of COP statistical activity is included at the end of this report.
- **Sexual Offender Tracking Program:** There are no individuals legally classified as a sexual offender residing within Town limits. The sex offender database is routinely checked by BSO to ensure compliance with State of Florida legal mandates. Existing municipal ordinances prohibit persons classified as sexual offenders or sexual predators from residing within Town limits.
- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. The patrol bicycles were utilized for a total of 10 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 40 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. Twelve (12) individuals experiencing homelessness were contacted during the month. One (1) individual was arrested for shoplifting. Three (3) of the individuals accepted services offered by deputies.
- **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.

Memorial Reception for Fire Fighter Christopher Randazzo: On Thursday, October 24, Aruba Beach Café hosted a memorial reception for Firefighter Randazzo. Several hundred people were expected to attend, including 30+ fire apparatus from surrounding Fire Departments. 20 motor deputies assisted, along with several deputies from across BSO municipal partners. Captain Palmer and Lieutenant Wesolowski attended the event.

Boo by the Sea: On Saturday, October 26th, the Town of Lauderdale by the Sea hosted the annual "Boo by the Sea Halloween Stroll" along the 200-300 block of Commercial Boulevard. An estimated 1,000+ people attended the event throughout the afternoon. Captain Palmer and Lieutenant Wesolowski attended the event, special detail deputies conducted traffic control and several COP volunteers assisted with the event.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-1910-000242
DATE/TIME: 10/08/19 @ 1130 hrs (reported 10/09/19)
LOCATION: 1440 S. Ocean Blvd.
SUSPECT: Unknown B/M and an unknown black 4 door sedan
INCIDENT: Conveyance Burglary (Plumbing Van)
SUMMARY: On 10/08/2019 at approx. 1130 hrs., an unknown B/M arrived to the parking area of Corniche Condo in a black 4 door sedan and used an unknown object to force the side door lock to the plumbing van. Once inside, the suspect stole a Makita chipping hammer (model #HR5210C). The incident was reported the following day. Investigation is ongoing.

CASE: 13-1910-000318
DATE/TIME: 10/12/19 1026 hrs.
LOCATION: 1481 S Ocean Blvd. #139
SUSPECT: Unknown
INCIDENT: Fraud
SUMMARY: 93 YOA victim received a phone call from someone claiming to be her grandson. The grandson said he was arrested for DUI after causing an accident. He told the elderly victim that she would receive a second phone call from a lawyer. A follow-up phone call from "Mark Bailey" instructed the victim to send \$9500.00 cash to an address in Connecticut. The victim

sent the money via FEDEX. Dep. Klarman contacted FEDEX and learned the package was 'out for delivery.' Dep. Klarman then successfully cancelled the delivery, and arranged to have the package returned to the victim. As a result of the quick actions of Deputy Klarman, the victim did not suffer a loss.

CASE: 13-1910-000462
DATE/TIME: 10/18/19 @ 1118 hrs
LOCATION: 2 Commercial Blvd
ARRESTEE: Milton Martin W/M 12/12/72
INCIDENT: Disorderly Intoxication

SUMMARY: Deputy Kratz responded in reference to a report of an impaired male in the ocean bothering other swimmers and appearing to be incoherent and bothering a female swimmer on her paddle board. Upon finally coaxing the male out of the water, he was determined to be extremely intoxicated. Due to his continued agitation, inability to follow directions, the fact he was bothering other beachgoers, and the fear of him endangering the safety of others and property, he was placed under arrest for Disorderly Intoxication and transported to BSO Main Jail.

CASE: 13-1910-000479
DATE/TIME: 10/19/19 @ 0557 hrs
LOCATION: 4520 El Mar Dr (Southern Seas Resort)
VICTIM: Christopher A Randazzo WM 12/3/79
ARRESTEES: Torrey Javonte Holston BM 04/25/2000, Marco Rico HM 11/27/86, Jose Efrain Garcia Romero HM 12/14/98

VEHICLE: 2013 Nissan Sentra Y11HW6
INCIDENT: Homicide, Robbery with a Firearm, Criminal Conspiracy
SUMMARY: Deputies responded to a report of an 'unknown medical' call in which an unresponsive W/M subject was discovered lying on the exterior court yard/patio area, near the front entrance gate. Investigation immediately determined the victim was recently deceased, and his personal belongings had been removed. BSO Crime Scene Unit, Homicide detectives, and a Medical Examiner's investigator all responded and began an investigation. Through an intensive investigation, BSO Homicide Investigators reviewed the victim's cellular phone data and examined numerous surveillance videos and the Town of Lauderdale by the Sea's Automated License Plate Reader (ALPR) data. Through investigation, it was determined that the above listed arrestees were involved in a shooting in Lantana prior to arriving in Lauderdale by the Sea. While in Lauderdale by the Sea, the arrestees planned and robbed Christopher Randazzo, stealing his shoes, cellular phone, pocket knife and \$55. The arrestees left the scene then discovered that a passcode was required to access the phone. The arrestees returned to the victim who refused to provide his passcode. Arrestee Holston then shot Randazzo and fled the scene. All three suspects were arrested and charged with Homicide, Robbery with a Firearm, and Criminal Conspiracy. Additionally, the three arrestees were charged with their involvement in the shooting in Lantana. All of the arrestees are currently in custody.

CASE: 13-1910-000494
DATE/TIME: 10/20/2019 @ 0049 hrs
LOCATION: N Ocean Dr/Datura Av
SUSPECT: Fody Augustin (B/M, DOB: 1/1/62)
INCIDENT: DUI ARREST
SUMMARY: While Deputy Cedillo was patrolling, he observed a silver BMW weaving from side to side. He also observed the left front and rear tires were shredded. Mr. Augustin was

stopped and it was determined that he was intoxicated. Investigation revealed Mr. Augustin was DUI, he was arrested, transported to the BAT and then to the Broward County Main Jail.

CASE: 13-1910-000574
DATE/TIME: 10/22/19 @ 1329-1531 hours
LOCATION: 4100 El Mar Drive
INCIDENT: Burglary conveyance (valuables in plain view)
SUMMARY: On the listed date and between the listed times, unknown subject(s) forcibly entered the listed vehicle by smashing out the Driver's side rear window. A leather bag containing a laptop was removed from the backseat. All doors were still locked when the Victim noticed the crime. Investigation is ongoing.

CASE: 13-1910-000649
DATE/TIME: 10/25/19 @ 0905 hrs.
LOCATION: 4319 N. Ocean Dr
ARRESTEE: Michael Garnett WM 09/10/93
INCIDENT: Disorderly Intoxication/Theft
SUMMARY: Garnett was recognized by store employees upon his entrance to the store as the person who has stolen from them in the past. This time, the suspect stole a Gatorade beverage and left the store without paying. Deputies located the suspect nearby and he was arrested without incident.

CASE: 13-1910-000695
DATE /TIME: 10/27/19 @ 1654 hrs
LOCATION: 1400 S Ocean Blvd
ARRESTEE: Jerry Todd Brewer (W/M 12/18/69)
VEHICLE: 1998 black Volvo 570 4D
INCIDENT: Warrant Arrest/Traffic Arrest
SUMMARY: At approx. 5 pm, Deputies observed an ALPR hit for a stolen vehicle, which was southbound on S Ocean Blvd near Terra Mar Dr. As LBTS deputies were searching for the vehicle, the Aviation Unit advised they were in the area and overhead. The aviation unit quickly located the black 1998 Volvo W/B on Commercial Blvd near E Trade Winds Av. LBTS units intercepted the vehicle at the intersection of N Federal Highway and were waiting for assistance from FLPD units, when the opportunity for a felony stop occurred at 5500 N Federal Hwy. The driver was successfully taken into custody and the investigation positively identified the suspect as Jerry Todd Brewer. A Teletype check revealed Brewer was wanted by Arkansas law enforcement for active felony Violation of Parole no-bond warrants for original charges of Burglary and Narcotics Possession. Brewer was arrested and transported to the BSO Main Jail.

MONTHLY ARREST LOGS:

Warrant Arrest -DUI Misdemeanor	4513	N Ocean Dr
Warrant -Aggravated Battery Victim 65 YOA or Older	4225	El Mar Dr
Warrant -Alcohol Violation	4323	N Ocean Dr
Disorderly Intoxication	2	Commercial Blvd
Battery -Touch or Strike	1530	S Ocean Blvd
DUI -Alcohol or Drugs 1st Offense	4317	N Ocean Dr
Resist Officer-Obstruction by Disguised Person/Violation of Probation	4433	El Mar Dr
Disorderly Conduct/Trespassing Structure	210	Commercial Blvd
Petit Theft	4319	N Ocean Dr
Resist Officer-Obstruction by Disguised Person/DWLS	1400	S Ocean Blvd
Auto Theft/Warrant	5500	N. Federal Hwy
Homicide	3228	Gun Club Rd

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2018 YTD	2019 YTD
AUTO THEFT	0	1	8	8
BURGLARY-BUSINESS	1	0	2	1
BURGLARY-CONVEYANCE	3	3	18	18
BURGLARY-RESIDENCE	0	1	12	5
BURGLARY-STRUCTURE	0	0	0	0
FORCIBLE SEX	0	0	0	1
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	1	0	2
HOMICIDE	1	0	0	1
ROBBERY	0	0	9	2
THEFT-GRAND	1	3	20	18
THEFT-PETIT	7	1	34	41
TOTALS	13	10	103	98

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	30
COP Hours Worked - Month	151
COP Patrol Miles - Month	286
COP Hours Worked - YTD	1693
COP Patrol Miles - YTD	3140

COP Bike Patrol Hours - Month	8
COP Bike Patrol Hours - YTD	31

COP Beach Patrol Hours – Month	42.5
COP Beach Patrol Hours - YTD	275

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

	Month	2019 YTD
Reserve Deputy - Days Worked	2	16
Reserve Deputy - Hours Worked	18	142

MONTHLY STAFFING AND STATISTICAL REPORT:

The October 2019 Monthly Staffing and Statistical Report is attached.



Lauderdale by the Sea Monthly Activity October 2019

Reports/Calls	
Miscellaneous Service	
Event Reports	35
Accidents	16
Calls for Service	796

Traffic	
Types of Citation	
Non-Moving / Moving Citation	101
Parking	0
Warnings	137
Total Citations	238

Arrests	
Type of Arrest	
Felony	2
Misdemeanor	4
NTA	0
Capias/Warrant	3
Traffic	0
NIC (felony)	1
DV Misdemeanor	0
DV Felony	0
DUI	1
Total Arrests	11

Time Worked	
Hours Worked	
Bike Patrol	10
Court Overtime	18
Training	240
Detached	27
Other Overtime	272
Days Worked	31

General	
FI	24
Truant	0
Truant Debriefed	0
Elder Link	0

Narrative
ATV: 203 Miles / 40 Hours Reserve Deputy worked 2 shifts (18 hrs)



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

October 31, 2019

CURRENT STAFFING ALLOCATIONS

Position	Budgeted Positions	Actual Positions	Vacant Positions
District Chief	1	1	
Executive Lieutenant	1	1	
Sergeant	3	3	
Deputy Sheriff	19	18	1
Community Service Aide	1	1	
Administrative Specialist	1	1	
Clerical Specialist (P/T)	2	1	1
TOTAL	28	26	2

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
n/a			

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached To	Reason	Hours
Sergeant Peter LaGana	9411	Human Resources	Oral Interview Bd	8
Detective Glen Genovese	13738	QRF	Adjunct trainer	10
Deputy Javier Barrios	16797	Pomp District	Parade	4.5
Deputy Javier Barrios	16797	Regional Traffic	Funeral Escort	4.5
			TOTAL	27



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



VINCENT PEREIRA

09/18/1950

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

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

(GUILTY/CONVICTED
– 10/01/1999)

Broward, FL



JOSEPH P MESSIER

12/11/1974

111 Briny Ave.
Apt 1602
Pompano Bch, 33062

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

(GUILTY/CONVICTED
– 09/19/2003)

Federal, FL



**MICHAEL WALTER
MORALES**

04/22/1974

516 S. Ocean Blvd #1
Pompano Beach 33062

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

(GUILTY/CONVICT)
10/24/2014)

Broward, FL



JAMES ORLIN CLARKE

05/14/1980

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

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

(GUILTY/CONVICTED –
11/09/1999)

Macomb, MI



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



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

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

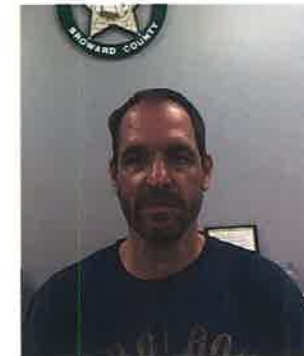


**ANTHONY MANGANARO
JR.**
11/08/1965
 2751 NE 58th St
 Fort Lauderdale, FL 33308

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



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



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



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



DAVID L MAULL

09/05/1982

3303 Port Royales Dr.

Apt. 813

Fort Lauderdale, FL 33308

SEX OFFENSE, OTHER
STATE (SEXUAL
MISCONDUCT)

(GUILTY/CONVICTED –
08/02/2005)

Cattaraugus, NY



HUBER HERNANDEZ

12/06/1960

63rd St and Federal Hwy.

Fort Lauderdale, FL 33306

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

(GUILTY/CONVICTED –
05/22/2002)

Broward, FL



Town Commission Agenda Item Report

Meeting Date: November 12, 2019

Submitted by: Judson Hopping

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

VFD October 2019 Report (Chief Judson Hopping, VFD)

Explanation:

October 2019 Report

Recommendation:

Accept/Approve

Attachments:

1. October 2019 Report



Lauderdale-By-The-Sea Volunteer Fire Department

Overview

During the month of October 2019, the Volunteer Fire Department attended the Broward County Fire Chief's association monthly meeting. The fire department also continued its focus on fire prevention for high-rise buildings and commercial properties. There were nine fire inspections, three re-inspections, and eleven vacation rental inspections. There were no complaints in the month of October; all special master cases were in compliance before the hearing date.

Responses:

The Volunteer Fire Department responded to 30 fire rescue calls within the limits of our contract.

- Of the 30 fire rescue calls received, there were 10 fire alarms/4 structure fires, 3 elevator rescues, 4 vehicle w/injuries, 2 Hazmat/gas smell, an open water downing, a wire arching, a smoke investigation, and 4 "other" fire.
- There were 74 emergency medical 911 calls for October 2019. The department was dispatched to 5 of those calls, of which 4 were cleared or cancelled by the Chief on Duty or Med12. The department assisted Med12/212 on 1 of the medical calls.

Training:

The Volunteer Fire Department had 14 regular in-town members, and 37 associate out of town members for a total of 51 active members.

The fire department held 12 fire drills, 14 outside training lectures, 8 inspections, and 3 car seat instructional installations consisting of the following:

- 338 Hrs - Fire Fighter & FF1 skill training sign-offs
- 86 Hrs - Pre-planning Fire Inspections
- 13 Hrs - Fire Prevention/Safety Awareness
- 56 Hrs - Outside Lectures/Training; FireHouse Expo, FEMA
- 3 Hrs - Kid Safe "Child Passenger Safety" for the public

A total of 496+ hours were spent in the month of October on training.

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

Respectfully,

Judson Hopping,
Fire Chief



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

	Regular In-town	Associate Out of Town
Active Member	14	37
Fire 1 non-certified	3	0
Fire 1 Certified	1	0
Fire II Certified	10	41
CPR/1 st Responder	8	0
EMT-B (FL)	1	21
Paramedic (FL)	4	16

Emergency Calls

Fire/Rescue	30
Total Medical 911 calls	74
Medical calls V.F.D. Not Dispatched	69
Medical calls V.F.D. Dispatched	5
Medical calls Canceled by COD/M12	4
Medical calls V.F.D. Assisted	1

Training

496+ Total Hrs.

Firefighter training & FF1 skill signoffs	338 Hrs
Pre-planning Fire Inspections	86 Hrs
Fire Prevention/safety awareness	13 Hrs
Outside Lectures/Specialty training	56 Hrs
Public Service: Car Seats	3 Hrs

Station Watch/Community Service

3,773+ Total Hrs.

Firefighter Station Watch hours	3,029+ Hrs
Chief on Duty/Command	744 Hrs

LBTS Volunteer Fire Department - October 2019, Active Roster

Last Name	First Name	LBTS FF No.	Membership	Town Resident	Rank	Fire Cert	EMS Certification	MTD Calls	YTD Calls
Atkinson	Kevin	175765	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	1	1
Aubrey	Keith	163	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	3	3
Baker	Rebecca	7017	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	3	3
Blilich	Andro	169909	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	4	4
Caldas	William	160812	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	9	9
Chavez	Alexander	153544	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	3
Cowles	James	186248	Regular Member	*	Trainee	Trainee	CPR for healthcare provider	1	1
Dwyer	Michael	187475	Regular Member	*	Trainee	Trainee	CPR for healthcare provider	32	32
Edouard	Myriam	708	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	0	0
Fajkis	Ireneusz	7022	Associate Member		Firefighter	Firefighter II-D/E	Paramedic (FL)	1	1
Fong	Rafael	166781	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	2	2
Franceschini	Rafael	166674	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	3
Garcia	All	166036	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	1	1
Garcia	Natasha	178781	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	5
Gonzalez	Christopher	182178	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	1	1
Gonzalez	Rosemary	7005	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	4	4
Gray	Dontae	172460	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	2	2
Grunow	Samuel	186257	Regular Member	*	Trainee	Trainee		0	0
Hoelderlin	Logan	174642	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	4
Hopping	Judson	054	Regular Member		Fire Chief	Firefighter II - D/E	EMT-B (FL)	13	13
James	Elliot	171766	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	0	0
Johnson	Kenneth	123	Regular Member	*	Firefighter	Firefighter I	CPR for healthcare provider	28	28
Johnson	Scott	33742	Regular Member	*	Firefighter	Firefighter II-D/E - Officer I	Paramedic (FL)	14	14
Justice	Jennifer	171	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	1	1
Kane	Mark	155	Associate Member		Captain	Firefighter II-D/E - Officer I	EMT-B (FL)	7	7
Karley	Robert	101	Regular Member	*	Firefighter	Firefighter II - D/E	CPR for healthcare provider	0	0
King	Noah	174484	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	3	3
Leiva	Gabriel	6046	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	2	2
Levine	Eric	7012	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	2
Levy	Steven	163949	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	5
Lira	Jorge	179380	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	2	2
Lopez	Vincent	176949	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	1	1
Louvaris	John	078	Regular Member		Deputy Chief	Firefighter II-D/E - Officer I	CPR for healthcare provider	27	27
Mangin	Andrew	735	Associate Member		Firefighter	Firefighter II - D/E	Paramedic (FL)	3	3

Last Name	First Name	LBTS FF No.	Membership	Town Resident	Rank	Fire Cert	EMS Certification	MTD Calls	YTD Calls
Marin	Christopher	173778	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	5	5
Martindale	Daniel	7009	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	10	10
Martinez	Luis	172813	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	3	3
McCormick	William	7006	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	4	4
McKenzie	Jacquevias	7015	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	3
Obsaint	Antoinette	165334	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	6	6
Paine	Kyle	173	Regular Member		Firefighter	Firefighter II	CPR for healthcare provider	11	11
Paine	Riley	704	Regular Member		Battalion Chief	Firefighter II-D/E - Officer I	Paramedic (FL)	17	17
Paine	Stephen	140	Regular Member		Fire Marshal	Firefighter II	CPR for healthcare provider	14	14
Scott, III	Kenneth	7011	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	1	1
Scriver	Ian	170350	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	2
Silverstone	James	25	Regular Member	*	Firefighter	Firefighter II	CPR for healthcare provider	21	21
St.Thomas	Jeffrey	176	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	14	14
Vogel	Richard	130	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	10	10
Weisberg	Lee	6034	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	2	2
Woods	Devon	7018	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	5
Young	Alexa	6031	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	2

Monthly Activity Report - October 2019

Date	Fire/Rescue Calls	Event Description	Start Time	End Time	No. of FF
02-Oct-19	Tradewinds & Comm.	Accident w/injuries	11:15:00 AM	11:57:00 AM	8
02-Oct-19	272 Imperial Lane	Fire outside the structure	1:56:00 PM	2:32:00 PM	10
02-Oct-19	1800 South Ocean Blvd.	Other fire - open hydrant	10:01:00 PM	10:08:00 PM	7
04-Oct-19	4326 Bougainville Drive	Structure fire	12:04:00 PM	12:30:00 PM	9
07-Oct-19	1770 South Ocean Blvd.	Accident w/injuries	1:05:00 PM	1:56:00 PM	8
07-Oct-19	W. Tradewinds/Basin	Smoke investigation	1:57:00 PM	2:05:00 PM	9
07-Oct-19	4700 N. Ocean Drive	Fire alarm	5:44:00 PM	5:47:00 PM	8
07-Oct-19	267 Hibiscus Avenue	Wires arching	10:08:00 PM	10:55:00 PM	9
09-Oct-19	Washingtonia & N. Ocean	Accident w/injuries	10:20:00 AM	10:29:00 AM	10
09-Oct-19	Datura & El Mar	Open water drowning	4:41:00 PM	4:47:00 PM	8
11-Oct-19	4316 El Mar Drive	Fire alarm	1:49:00 PM	1:59:00 PM	11
11-Oct-19	1470 S. Ocean Blvd.	Commercial structure fire	7:36:00 PM	7:50:00 PM	11
11-Oct-19	1970 South Ocean Blvd.	Fire alarm	8:21:00 PM	8:29:00 PM	12
12-Oct-19	Commercial & Seagrape	Accident w/injuries	3:50:00 PM	4:28:00 PM	11
13-Oct-19	1461 South Ocean Blvd.	Strange odor/gas smell	8:52:00 AM	9:04:00 AM	9
17-Oct-19	1801 W. Terra Mar Drive	Fire alarm	4:35:00 PM	4:48:00 PM	12
18-Oct-19	2 Commercial Blvd.	Other fire	11:16:00 AM	12:12:00 PM	8
20-Oct-19	4660 El Mar Drive	Elevator rescue	5:07:00 PM	5:21:00 PM	7
20-Oct-19	1950 Coral Reef Drive	Other fire - baby's foot stuck in crib	7:11:00 PM	7:20:00 PM	6
23-Oct-19	218 Commercial Blvd.,	Hazmat - gas leak/odor	8:33:00 AM	12:40:00 PM	10
24-Oct-19	1800 South Ocean Blvd.	Elevator rescue	12:08:00 PM	12:13:00 PM	12
24-Oct-19	1620 South Ocean Blvd.	Fire alarm - structure fire	6:14:00 PM	8:43:00 PM	12
25-Oct-19	5200 North Ocean Blvd.	Fire alarm	7:59:00 PM	8:10:00 PM	8
26-Oct-19	1850 South Ocean Blvd.	Elevator rescue	11:46:00 AM	12:09:00 PM	11
29-Oct-19	4300 El Mar Drive	Fire alarm	10:00:00 AM	10:06:00 AM	8
29-Oct-19	268 Codrington Drive	Fire alarm	3:21:00 PM	3:29:00 PM	11
30-Oct-19	4050 North Ocean Drive	Other fire	11:31:00 AM	11:54:00 AM	7
30-Oct-19	4344 El Mar Drive	Fire alarm	2:20:00 PM	2:43:00 PM	10
31-Oct-19	5100 North Ocean Drive	Fire alarm	4:58:00 AM	6:02:00 AM	9
31-Oct-19	260 Hibiscus Avenue	Structure fire - fence fire	6:33:00 PM	8:03:00 PM	12

Total Calls 30

Date	1st Responder Calls	Event Description	Start Time	End Time	No. of FF
15-Oct-19	South Ocean Blvd.	medical, BC12 assisted M12	2:01:00 AM	2:24:00 AM	8
16-Oct-19	El Mar Drive	medical, E12 canceled by M12	1:38:00 PM	1:50:00 PM	7
19-Oct-19	El Mar Drive	medical, E12 canceled by M12	5:57:00 AM	6:12:00 AM	7
21-Oct-19	El Mar Drive	medical, E12 canceled by M12	8:37:00 PM	9:15:00 PM	6
27-Oct-19	North Ocean Blvd.	medical, canceled in route	7:48:00 PM	7:54:00 PM	7

Total Calls 5

Date	Public Service	Event Description	Start Time	End Time	No. of FF
11-Oct-19	4501 Ocean Boulevard	Fire Prevention - fire extinguisher lecture/demo for (18) town employees	9:00:00 AM	10:30:00 AM	7
09-Oct-19	Station 12	Installed (2) forward facing car seats	1:00:00 PM	2:00:00 PM	1
13-Oct-19	Station 12	Installed a rearfacing car seat	10:15:00 AM	11:15:00 AM	1
14-Oct-19	Oakland Park	Installed a rearfacing convertible car seat	9:30:00 AM	10:30:00 AM	1
15-Oct-19	Station 12 parking lot	Vehicle keys locked in car	8:00:00 AM	8:15:00 AM	3
16-Oct-19	4660 North Ocean Drive	Fire truck tour for tourist from Hungary	12:00:00 PM	12:15:00 PM	4
24-Oct-19	Coral Springs	Honor Guard procession for FF Chris Randazzo's funeral	8:00:00 AM	2:00:00 PM	12
26-Oct-19	Station 12	Station tour for 4 children/3 adults	11:30:00 AM	11:45:00 AM	6
26-Oct-19	Commercial Blvd.	Boo by the Sea - fire education (400 children/800 adults)	2:00:00 PM	5:00:00 PM	9

Date	Drill/Training	Event Description	Start Time	End Time	No. of FF
03-Oct-19	Station 12	Hand line deployment	6:00:00 PM	10:00:00 PM	11
04-Oct-19	1600 South Ocean Blvd.	Radio check in building	10:00:00 AM	11:00:00 AM	6
05-Oct-19	Station 12	Blitz fire deployment	9:00:00 AM	12:00:00 PM	6
07-Oct-19	Station 12	Hazmat ERG guide book	6:00:00 PM	10:00:00 PM	10
08-Oct-19	Davie	FEMA trng. Natural Gas Emergency class (Core) sponsored by Paradigm Ualson svcs.	9:30:00 AM	11:30:00 AM	1
10-Oct-19	FireHouse Expo	Down & Dty Ruban Forcible Entry Lecture	9:00:00 AM	10:30:00 AM	1
10-Oct-19	FireHouse Expo	Fire Stations 101-A Glimpse into Fire Station Design lecture	9:00:00 AM	10:30:00 AM	1
10-Oct-19	FireHouse Expo	Tactical Thermal Imaging Enhancing Fireground Strategies & Tactics lecture	1:00:00 PM	2:30:00 PM	2
10-Oct-19	Station 12	PPE, handline 2 1/2", & 1 3/4" blitz fire	6:00:00 PM	10:00:00 PM	13
11-Oct-19	Station 12	FF 1 skill sign-off, Trainee Dwyer	9:00:00 AM	10:30:00 AM	2
11-Oct-19	FireHouse Expo	The Initial Attack Line lecture	9:00:00 AM	10:30:00 AM	1
11-Oct-19	FireHouse Expo	What you need to know Before Signing the Contract for your New Apparatus lecture	9:00:00 AM	10:30:00 AM	1
11-Oct-19	FireHouse Expo	Gallons Per Second Understanding Initial Fire Attack off the Booster Tank for Rapid Water/Application lecture	10:30:00 AM	12:00:00 PM	2
11-Oct-19	FireHouse Expo	Fire Suppression Operations in Private Dwellings lecture	1:00:00 PM	2:30:00 PM	2
11-Oct-19	Station 12	FF 1 skill sign-off, Trainee Dwyer	5:30:00 PM	7:30:00 PM	2
12-Oct-19	FireHouse Expo	The Engine Company's Need for Speed	9:00:00 AM	10:30:00 AM	1
12-Oct-19	FireHouse Expo	How to Become a Better Fire Chief lecture	9:00:00 AM	10:30:00 AM	1
12-Oct-19	FireHouse Expo	Looking for CLUES In your 360 lecture	10:30:00 AM	12:00:00 PM	2
12-Oct-19	FireHouse Expo	KEYNOTE It's Worth the Risk lecture	1:00:00 PM	3:00:00 PM	2
14-Oct-19	Station 12	PPE, S" layout, 2 1/2" wye to 100 2 1/2" handline 50' blitz fire	6:00:00 PM	10:00:00 PM	8
15-Oct-19	106-108 Commercial Blvd.	Pre-planning fire inspection @Vincent's Kitchen	10:00:00 AM	11:30:00 AM	7
16-Oct-19	Fort Lauderdale	2019 V G-300 Intermediate IC System for Expanding Incidents	8:00:00 AM	5:00:00 PM	1
16-Oct-19	4660 North Ocean Drive	Pre-planning fire inspection @Plung Hotel	10:00:00 AM	11:30:00 AM	6
16-Oct-19	Station 12	FF 1 skill sign-off, Trainee Dwyer	5:30:00 PM	7:30:00 PM	2
17-Oct-19	Fort Lauderdale	2019 V G-300 Intermediate IC System for Expanding Incidents	8:00:00 AM	5:00:00 PM	1
17-Oct-19	4660 El Mar Drive	Pre-planning fire inspection @Plung Hotel & Tiki Bar	10:00:00 AM	11:30:00 AM	7
17-Oct-19	Station 12	FF 1 skill sign-off, Trainee Dwyer	4:30:00 PM	6:00:00 PM	2
16-Oct-19	Fort Lauderdale	2019 V G-300 Intermediate IC System for Expanding Incidents	8:00:00 AM	5:00:00 PM	1
18-Oct-19	4510 El Mar Drive	Pre-planning fire inspection @Village by the Sea, Bldg. D	10:00:00 AM	11:15:00 AM	7
18-Oct-19	Station 12	FF 1 skill sign-off, Trainee Dwyer	4:30:00 PM	6:30:00 PM	2
19-Oct-19	Station 12	Fast attack hose	9:00:00 AM	12:00:00 PM	7
21-Oct-19	Jarvis Hall	Coral Springs "Health & Wellness" grief support meeting for former member Chris Randazzo	6:00:00 PM	8:00:00 PM	12
22-Oct-19	4511 N. Ocean Drive	Pre-planning fire inspection @Village by the Sea	10:00:00 AM	12:00:00 PM	7
25-Oct-19	Station 12	FF 1 skill sign-off, Trainee Grunow	9:30:00 PM	11:00:00 PM	2
26-Oct-19	Station 12	Hose deployment & management	9:00:00 AM	12:00:00 PM	7
28-Oct-19	Station 12	Hose roll folds & hazmat	6:00:00 PM	10:00:00 PM	14
29-Oct-19	4900 North Ocean Drive	Pre-planning fire inspection @Sea Ranch Condo	10:00:00 AM	12:30:00 PM	6
30-Oct-19	4050 North Ocean Drive	Pre-planning fire inspection @Caribbe Co-op	10:00:00 AM	11:30:00 AM	5
30-Oct-19	Station 12	FF1 skill sign-off, Trainee Dwyer	6:00:00 PM	8:00:00 PM	2

Unit Response Time 3- Month Average

Oct-19

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

Total Average Response Time : 4:44

Sep-19

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

Total Average Response Time : 4:34

Aug-19

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	35	46	4	7
Response Time	0:05:08	0:06:20	0:00:00	0:00:00

Total Average Response Time : 4:40



Town Commission Agenda Item Report

Meeting Date: November 12, 2019

Submitted by: Brooke Liddle

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

AMR October 2019 Report (Chief Brooke Liddle)

Explanation:

October 2019 AMR Report

Recommendation:

Accept/Approve

Attachments:

1. October 2019 Report

Response Date	Address	Dispatched	Enroute	On Scene	Response Time
10/21/2019	4500 BLK N Ocean Dr	21:16:08	21:16:15	21:16:17	0:00:09
10/4/2019	4300 BLK Bougainvillea Dr	12:09:37	12:10:03	12:10:04	0:00:27
10/25/2019	1800 BLK S Ocean Blvd	04:18:22	04:18:30	04:18:57	0:00:35
10/24/2019	4300 BLK Bougainvillea Dr	16:17:47	16:17:52	16:18:57	0:01:10
10/9/2019	Washingtonia Ave / N Ocean Dr	10:21:54	10:23:15	10:23:16	0:01:22
10/19/2019	4500 BLK Bougainvillea Dr	19:43:20	19:43:32	19:44:48	0:01:28
10/27/2019	4600 BLK N Ocean Dr	22:28:58	22:30:24	22:30:27	0:01:29
10/12/2019	4500 BLK N Ocean Dr	12:16:32	12:16:35	12:18:02	0:01:30
10/26/2019	4400 BLK El Mar Dr	08:23:49	08:24:35	08:25:26	0:01:37
10/2/2019	100 BLK Commercial Blvd	18:26:35	18:26:40	18:28:14	0:01:39
10/2/2019	5100 BLK N Ocean Blvd	12:23:44	12:24:44	12:25:28	0:01:44
10/2/2019	E Tradewinds Ave / Commercial Blvd	11:17:11	11:17:28	11:18:59	0:01:48
10/8/2019	4900 BLK N Ocean Blvd	15:01:54	15:02:39	15:03:45	0:01:51
10/10/2019	4000 BLK N Ocean Dr	10:02:44	10:02:56	10:04:39	0:01:55
10/15/2019	1700 BLK S Ocean Blvd	02:06:04	02:06:11	02:08:11	0:02:07
10/14/2019	4300 BLK N Ocean Dr	17:52:03	17:54:09	17:54:11	0:02:08
10/24/2019	1600 BLK S Ocean Blvd	18:27:04	18:27:55	18:29:15	0:02:11
10/16/2019	4400 BLK El Mar Dr	13:37:57	13:38:25	13:40:09	0:02:12
10/5/2019	5100 BLK N Ocean Blvd	17:14:53	17:15:02	17:17:08	0:02:15
10/14/2019	2000 BLK S Ocean Blvd	09:34:05	09:36:01	09:36:27	0:02:22
10/18/2019	100 BLK Commercial Blvd	11:17:57	11:18:13	11:20:21	0:02:24
10/11/2019	4400 BLK Sea Grape Dr	13:54:57	13:55:04	13:57:22	0:02:25
10/28/2019	5200 BLK N Ocean Blvd	20:08:30	20:09:04	20:10:57	0:02:27
10/4/2019	5100 BLK N Ocean Blvd	14:04:48	14:06:42	14:07:24	0:02:36
10/1/2019	1600 BLK S Ocean Blvd	10:19:57	10:20:10	10:22:37	0:02:40
10/6/2019	4600 BLK El Mar Dr	19:39:15	19:39:52	19:41:59	0:02:44
10/20/2019	1900 BLK S Ocean Blvd	15:10:53	15:11:01	15:13:39	0:02:46
10/30/2019	4500 BLK Bougainvillea Dr	07:53:31	07:53:53	07:56:20	0:02:49
10/1/2019	4200 BLK N Ocean Dr	07:40:11	07:42:56	07:43:01	0:02:50
10/5/2019	3900 BLK N Ocean Dr	12:13:07	12:13:18	12:15:57	0:02:50
10/26/2019	1400 BLK S Ocean Blvd	11:13:00	11:13:09	11:15:53	0:02:53
10/1/2019	Commercial Blvd / N Ocean Dr	20:40:20	20:41:40	20:43:14	0:02:54
10/8/2019	1900 BLK E Terra Mar Dr	08:07:29	08:07:39	08:10:24	0:02:55
10/29/2019	4400 BLK W Tradewinds Ave	23:05:39	23:05:43	23:08:40	0:03:01
10/11/2019	200 BLK Commercial Blvd	08:46:47	08:47:09	08:49:50	0:03:03
10/12/2019	100 BLK Commercial Blvd	15:50:56	15:52:29	15:54:02	0:03:06
10/26/2019	Commercial Blvd / N Ocean Dr	21:56:54	21:57:50	22:00:01	0:03:07
10/21/2019	1800 BLK S Ocean Blvd	17:24:58	17:25:20	17:28:05	0:03:07
10/12/2019	4400 BLK El Mar Dr	22:40:24	22:40:57	22:43:37	0:03:13
10/15/2019	3900 BLK N Ocean Blvd	14:41:02	14:44:18	14:44:20	0:03:18
10/7/2019	1700 BLK S Ocean Blvd	13:07:15	13:08:05	13:10:34	0:03:19
10/20/2019	4600 BLK El Mar Dr	06:21:19	06:24:21	06:24:40	0:03:21
10/3/2019	5100 BLK N Ocean Blvd	00:47:36	00:49:32	00:51:00	0:03:24
10/11/2019	200 BLK Neptune Ave	14:59:10	14:59:20	15:02:34	0:03:24
10/20/2019	4400 BLK N Ocean Dr	22:56:57	22:57:17	23:00:25	0:03:28
10/9/2019	1900 BLK Coco Palm Pl	11:48:18	11:48:34	11:51:46	0:03:28
10/14/2019	4600 BLK Poinciana St	15:35:34	15:37:57	15:39:03	0:03:29
10/8/2019	1800 BLK S Ocean Blvd	01:15:24	01:17:05	01:19:00	0:03:36
10/7/2019	4400 BLK El Mar Dr	09:57:21	09:59:03	10:01:01	0:03:40
10/22/2019	200 BLK Lake Ct	21:40:34	21:44:15	21:44:17	0:03:43
10/11/2019	4200 BLK N Ocean Dr	19:17:19	19:19:13	19:21:04	0:03:45
10/21/2019	4200 BLK El Mar Dr	20:40:02	20:40:24	20:43:51	0:03:49
10/26/2019	5200 BLK N Ocean Blvd	00:17:48	00:21:02	00:21:39	0:03:51
10/23/2019	200 BLK Commercial Blvd	09:16:12	09:16:32	09:20:06	0:03:54
10/8/2019	1800 BLK S Ocean Blvd	20:38:41	20:38:44	20:42:35	0:03:54

10/19/2019	4500 BLK El Mar Dr	05:58:00	05:58:00	06:01:57	0:03:57
10/19/2019	4100 BLK Bougainvillea Dr	01:49:46	01:50:03	01:53:47	0:04:01
10/27/2019	2000 BLK S Ocean Blvd	19:45:34	19:46:10	19:49:35	0:04:01
10/15/2019	200 BLK Hibiscus Ave	23:32:29	23:33:45	23:36:36	0:04:07
10/2/2019	4300 BLK El Mar Dr	06:48:51	06:50:53	06:53:00	0:04:09
10/8/2019	1800 BLK S Ocean Blvd	04:50:28	04:52:44	04:54:38	0:04:10
10/11/2019	200 BLK Oceanic Ave	23:30:48	23:32:24	23:35:02	0:04:14
10/4/2019	4300 BLK N Ocean Dr	10:36:32	10:40:28	10:40:47	0:04:15
10/17/2019	4000 BLK N Ocean Dr	11:40:29	11:41:12	11:44:57	0:04:28
10/25/2019	1400 BLK S Ocean Blvd	23:33:08	23:34:31	23:37:37	0:04:29
10/31/2019	200 BLK Hibiscus Ave	18:34:34	18:35:50	18:39:07	0:04:33
10/4/2019	1500 BLK W Terra Mar Dr	16:51:33	16:51:51	16:56:22	0:04:49
10/31/2019	1900 BLK Blue Water Ter S	10:05:33	10:06:10	10:10:26	0:04:53
10/25/2019	4400 BLK El Mar Dr	23:08:36	23:11:05	23:13:59	0:05:23
10/11/2019	1400 BLK S Ocean Blvd	05:50:17	05:52:23	05:56:23	0:06:06
6 min or less = 99%				Average =	0:03:01



Town Commission Agenda Item Report

Meeting Date: November 12, 2019

Submitted by: Lucila Lang

Submitting Department: Finance

Item Type: Report

Agenda Section: TOWN MANAGER REPORT

Subject Title:

Preliminary FY 2019 Financials (Lucila Lang, Finance Director)

Explanation:

As the Town approaches the finalization of revenues and expenditures for FY2019, presented is the Preliminary FY19 Financial Report

The following is a preliminary summary of the operating results through: September 30, 2019:

Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues Excluding Appropriations	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	\$12,930,259.00	\$350,925.00	\$12,579,334.00	\$13,630,227.00	108%	\$12,499,028.00	99%	\$1,131,199.00
Sewer Fund	\$1,123,896.00	-	\$1,123,896.00	\$1,203,710.00	107%	\$884,150.00	79%	\$319,560.00
Fire Fund	\$1,212,560.00	\$130,101.00	\$1,082,459.00	\$1,112,059.00	103%	\$920,976.00	85%	\$191,083.00
Capital Fund	\$1,751,980.00	\$950,980.00	\$801,000.00	\$822,435.00	103%	\$194,741.00	24%	\$627,694.00
Parking Fund	\$2,426,324.00	\$755,924.00	\$1,670,400.00	\$2,663,933.00	159%	\$1,875,764.00	112%	\$788,169.00
Grand Total	\$19,445,019.00	\$2,187,930.00	\$17,257,089.00	\$19,432,364.00		\$16,374,659.00		\$3,057,705.00

Notable Items:

- During FY 2019, the town collected \$8,699,738 in Ad Valorem Property taxes. This is \$122,163 (1.4%) more than what was budgeted.
- Building permits were very strong with the Town collecting \$301,155 (44.6%) more than what was budgeted for the year.
- The Town received \$95,594 from FEMA for Hurricane Irma in FY19 (Note: Town is pursuing the collection of additional Hurricane Irma funds in excess of \$100K to be received in FY20)
- The Town collected \$216,275 in fines from the Florida Development Group, which was an excess of what had been budgeted for the year.

General Fund Revenue

- As a result of increased revenues from building permits, expenses for building permit services exceeded by \$219,795 (42.3%).
- Overall expenditures are in line with the yearly budget, currently at 96.7%.

Sewer Fund – 103

- Sewer revenues for the year are in line with expectations.
- Due to the fact that an annual rate increase was received from the City of Pompano Beach in January, 2019, expenses on this line item are slightly higher than anticipated (\$7,6164/1.2%).
- Some unexpected expenses with the sewer line maintenance caused the Town to spend \$68,535.83 for sanitary sewer lateral repairs on Bougainvilla and El Mar.

Fire Fund – 115

- The Town received \$1,055,588 in fire assessment fees, which was 1.8% higher than anticipated.

Capital Fund – 300

- Expenses to the Capital Fund were due to improvements in the Development Services building for ADA improvements (bathroom and ramp, new entryway) and Terra Mar drainage project.
- In addition, the Town purchased some land from Community Church of Lauderdale-By-The-Sea, Inc. in the amount of \$16,153.50 for a “proposed right of way easement”

Parking Fund – 310

- Parking meter revenues were strong for FY19, exceeding expectations by \$912,076.
- Main expenditures for parking were for the Bougainvilla Parking Lot renovations, additional paystations and the installation of wireless cameras currently in the amount of \$934,134.

Recommendation:

Approve/Accept



Town Commission Agenda Item Report

Meeting Date: November 12, 2019

Submitted by: Tedra Allen

Submitting Department: Administration

Item Type: Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title:

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

Explanation:

October 22, 2019 Town Commission Meeting Minutes

Recommendation:

Approve/Accept

Attachments:

1. October 22, 2019 Town Commission Meeting Minutes

**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
REGULAR MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, October 22, 2019
6:30 PM**

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:31 p.m. Also present were Vice Mayor Elliot Sokolow, Commissioner Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Randy Strauss, Town Manager Bill Vance, Town Attorney Susan L. Trevarthen, Assistant to the Town Manager Neysa Herrera, Town Engineer Jay Flynn, Special Projects Coordinator Debbie Hime, Planner Jhanelle Campbell, Recycling Coordinator Vicki Eckels, Public Information Officer Steve d’Oliveira, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

Following the Pledge, all present observed a moment of silence in honor of Coral Springs Firefighter and Town resident Christopher Randazzo.

3. INVOCATION

Pauline Brooks McGuinness gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

At the request of Staff, Item 11f. was pulled from the Agenda and will be brought back at the November 12, 2019 meeting.

5. PRESENTATIONS

5.a Fire Prevention Week Proclamation

Mayor Vincent read a Proclamation recognizing the week of October 6-12, 2019 as Fire Prevention Week.

6. PUBLIC COMMENT

At this time Mayor Vincent opened public comment.

John Ahumada, resident, stated that he would like to meet with the Town Commission to explore creation of an open-access, Town-sponsored business incubator that would create more jobs in the community.

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

7. PUBLIC SAFETY DISCUSSION

7.a VFD September 2019 Report (Chief Judson Hopping, VFD)

Volunteer Fire Department (VFD) Chief Judson Hopping requested that Fire Department vehicles be allowed to park on the inside lane of El Mar Drive following Firefighter Christopher Randazzo's funeral service. The Commission agreed by unanimous consensus.

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

Chief Hopping added that the VFD recently underwent an audit and retained its rating of 2 on a scale of 1 to 10. Of 517 Departments in the state of Florida, the Lauderdale-By-The-Sea VFD ranks in the top 29%. They are ranked in the top 4.7% of Departments nationwide.

7.b BSO September 2019 Report (Captain Tom Palmer, BSO)

Broward Sheriff's Office (BSO) Captain Tom Palmer stated that Christopher Randazzo was the victim of homicide on October 19, 2019. BSO is dedicated to bringing justice to Mr. Randazzo's family. While there is demand for information, many details cannot be provided at this time due to the need for preservation of the investigation. He emphasized that the Town continues to be a safe community, with low annual crime rates. Lauderdale-By-The-Sea had not experienced a homicide since 2007. The Town's website includes a CrimeStoppers link for anyone with information on the case.

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

7.c AMR September 2019 Report (Chief Brooke Liddle, AMR)

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

8. TOWN MANAGER REPORT

8.a 3rd Quarter Welcome Center Report (Eva Marissa, LBTS Welcome Center)

The report was accepted without discussion.

8.b Action Report (Bill Vance, Town Manager)

The report was accepted without discussion.

8.c Town Manager Report (Bill Vance, Town Manager)

Town Manager Bill Vance advised that Town office facilities received comprehensive Information Technology (IT) upgrades. Additional audio/visual upgrades will be made in November. New phone installations are complete in the BSO and VFD office spaces.

The Town's 30-year franchise agreement with natural gas provider Teco expired in 2018. Terms of this agreement are still being maintained. The Town Attorney's Office is negotiating the extension of this contract.

Municipal Services Director Ken Rubach is coordinating industry contracts and meetings to provide for the installation of electric car charging stations in the Town, hopefully within the first six months of 2020.

The Town Manager and Chamber of Commerce are moving forward with Americans with Disabilities Act (ADA) compliance plans for the Visitors' Center and Chamber offices.

Vice Mayor Sokolow requested additional information regarding plans for the installation of electric car charging stations. Town Manager Bill Vance replied that Staff is seeking to become better educated regarding what is necessary to install these facilities for both residents and visitors. More information will be provided to the Commission before Staff takes any action.

Commissioner Oldaker commented that he has heard from several constituents over the weekend regarding the homicide in Town, and has requested a meeting with the Town Manager and Captain Palmer to hear more in-depth information.

8.d 10th Annual Dolphins Cancer Challenge February 29, 2020 (Debbie Hime, Special Projects Coordinator)

Special Projects Coordinator Debbie Hime explained that this event features a bike ride through the Town on A1A with the assistance of BSO. The ride raises millions of dollars each year and extends from Palm Beach through Miami.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

10.a September 12, 2019 1st Public Budget Hearing Minutes

10.b September 12, 2019 Town Commission Meeting Minutes

10.c September 26, 2019 2nd Public Budget Hearing Minutes

10.d September 26, 2019 Town Commission Meeting Minutes

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

11. CONSENT AGENDA

Items 11b, 11c, and 11e were pulled for additional discussion. It was noted that Item 11f was deferred to the November 12, 2019 meeting.

11.a Special Event Application for LBTS Chamber of Commerce's November 16, 2019 "Taste of the Beach" Event (Debbie Hime, Special Projects Coordinator)

11.b Implementation of Town's Strategic Marketing Plan by Conceptual Communications FY20 (Debbie Hime, Special Projects Coordinator)

Vice Mayor Sokolow asked how the Item relates to the approximately \$200,000 marketing budget, which was reduced during the Town's budget process. Special Projects Coordinator Hime explained that this Item was included as part of the overall marketing budget and allows for the implementation of social media marketing on numerous platforms.

Additional costs are listed under Operating Expense 311 and include advertising with sunny.org, Visit Florida, TripAdvisor, and other separate expenses that are paid directly to vendors. These total \$70,000 for advertising and marketing throughout the year.

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

11.c Purchase of One 2019 Club Car Carryall 1500 4x4 (Ken Rubach, Municipal Services Director)

Commissioner Malkoon recalled that the Town had looked into the possibility of leasing some of its equipment, and asked if this vehicle could be leased rather than purchased. Town Manager Vance noted that the Town needs to replace many of its golf carts with sturdier vehicles that have better lighting, brakes, and other features. He concluded that he would look into the possibility of leasing the vehicle.

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

11.d Storm and Sanitary Sewer Maintenance Contract (Ken Rubach, Municipal Services Director)

11.e Purchase of Single Space Parking Meter Mechanisms & Housing (Ken Rubach, Municipal Services Director)

Vice Mayor Sokolow asked if the new parking meter mechanisms are equipped with pay-by-phone capability. Town Manager Vance advised that the Town has not eliminated any pay-by-phone opportunities. Staff will verify that the new infrastructure is compatible with current services prior to installation.

Commissioner Malkoon asked if the Town has begun implementing parking based on license plates in non-numbered spaces. Town Manager Vance confirmed that

throughout the ongoing IT upgrades, equipment associated with this capability was identified and is being replaced. He clarified that funds for this expense are coming from the Parking Fund.

Commissioner Oldaker asked if guaranteed support will be available for some time once the new system is implemented. Town Manager Vance offered to provide additional specifics at a future meeting.

Vice Mayor Sokolow made a motion, seconded by Commissioner Oldaker, to approve, subject to verification that it is compatible with and will accept pay-by-phone payments. Motion carried 5-0.

11.f Bonus granted to Michael D. Walker for 25 years of service in accordance with the Personnel Policies manual viii. Salary Administration f, Bonuses (Bill Vance, Town Manager)

11.g HR Consultant (Bill Vance, Town Manager)

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

12. OLD BUSINESS

12.a Summary of El Mar Meeting with FDOT (Vice Mayor Sokolow, Jay Flynn, Town Engineer, Bill Vance, Town Manager)

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, stated that she was opposed to the project if it includes a walkway in the median. She felt the Town would be better off funding its own project rather than partnering with entities such as the Florida Department of Transportation (FDOT) or the Broward Metropolitan Planning Organization (MPO).

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

Vice Mayor Sokolow advised that representatives of the Town, the Broward MPO, and FDOT met at FDOT's offices the previous week to further discuss the project. It was clarified that should the Town choose to have the project redesigned, it would not be

rejected by FDOT, but would be delayed for approximately another seven years before it can be included in the next FDOT work cycle. FDOT has advised that should the Town choose to fund and design its own project, they would provide all engineering materials that have been prepared to date.

Vice Mayor Sokolow concluded that he was in agreement with the residents who have expressed their opposition to the project's walkway. He felt the Town should inform FDOT that they do not wish to proceed with the El Mar Drive project if it includes the walkway, and noted that Town Engineer Jay Flynn has designed potential typical sections with wider sidewalks, a narrower median without a walkway, and sufficient room between the designed roadway and sidewalks.

Commissioner Oldaker pointed out that the Town has realized several successful projects on its own. He agreed that the project should be pursued by the Town without partnership with outside entities. Commissioner Malkoon agreed, adding that he had not spoken to any residents who wanted the project in its current design. Commissioner Strauss noted that the plans presented thus far did not feature the median to the Town's best advantage.

Vice Mayor Sokolow noted that a drainage issue will need to be addressed when the Town undertakes the project, and landscaping will need to be provided. Mayor Vincent recognized Town Engineer Jay Flynn for his commitment to high safety standards for the project during the recent discussions.

Vice Mayor Sokolow made a motion, seconded by Commissioner Malkoon, to notify the Broward MPO that the Town does not want a project with a median walkway. Motion carried 5-0.

Town Manager Vance recommended that Staff partner with the Town Attorney to determine the best way to formally notify the Broward MPO of the Town's decision. This will nullify the previous agreement made with regard to the project.

13. NEW BUSINESS

13.a Recycling Reboot – Rethink. Recycle. Reset. (Vicki Eckels, Recycling Coordinator)

Recycling Coordinator Vicki Eckels reported that the Florida Department of Environmental Protection (FDEP) has partnered with businesses in the waste industry

to form Florida Recycles and have prepared the “Rethink. Recycle. Reset” education program.

While historically China accepted most U.S. recyclables, they have limited this trend in recent years with regard to both quantity and quality. As a result, recycling is no longer a revenue generator, but is an expense to most communities. Contamination of recyclables has contributed to this change. The greatest contamination occurs from plastic bags included in recycling.

Steps individuals may take include removing glass from recycling, as it is a significant negative contributor to the average market value of recyclables. While average market value of recyclables has decreased, net material value has increased, contributing to greater costs for the Town.

Recommendations for the Town regarding recycling include:

- Agreeing to remove glass from the list of approved recyclables
- Launch a major public education campaign around the “Rethink. Recycle. Reset” campaign
- Perform random monitoring of what is placed in recyclable carts

Coordinator Eckels advised that in addition to providing a new brochure, she recommended the placement of sandwich boards listing the new rules at certain intersections. Other steps may include replacing decals on carts, placement of articles in the *Town Topics* newsletter, and distribution of recycling totes to replace plastic bags.

Vice Mayor Sokolow proposed creating wall signs for condominiums to place in their recycling areas, as part-time residents may be used to following different rules with regard to recycling. Commissioner Oldaker added that it may also be wise to renegotiate the Town’s contract to minimize its length, as circumstances may be subject to further change in the future as the County considers participation in recycling.

Town Manager Vance recommended that he work with Coordinator Eckels to draft a Resolution documenting some of the recommendations discussed above, particularly with respect to how glass is handled. Commissioner Oldaker requested that he would like to see more analysis regarding how costs would be affected before making a decision to change the entire process. It was determined that the Item would be brought before the Commission once more at their November 12, 2019 meeting.

13.b Commission Meeting Dates for November and December (Tedra Allen, Town Clerk)

The Commission agreed by unanimous consensus to cancel their second meetings scheduled for November 26, 2019 (two days before Thanksgiving) and December 24, 2019 (Christmas Eve), with the understanding that special meetings could be scheduled if emergencies arise.

13.c Dog Beach in the Town of Lauderdale-By-The-Sea (Commissioner Strauss)

Commissioner Strauss explained that he has been approached to discuss the possibility of designating an area of the beach to which residents and visitors could bring their dogs. He suggested that the Commission consider making further discussion of this issue a future Agenda Item in order to hear public input.

Mayor Vincent observed that critical aspects of the proposal include the location of the proposed dog beach. Commissioner Strauss advised that individuals would need to apply for a license or permit to bring their dogs to the beach at a daily, weekly, or annual cost. Potential fee schedules are included in the Item's backup materials.

Assistant to the Town Manager Neysa Herrera advised that she has researched the regulations of nearby municipalities with dog beaches: Fort Lauderdale, Hollywood, and Boca Raton. Fort Lauderdale requires dog owners to present a certificate of vaccination and pay a fee of \$30/resident or \$45/non-resident. This fee applies per dog. Similar conditions exist for the other two municipalities as well. She noted that there would be a designated area and times when dogs are allowed on the beach.

Commissioner Oldaker commented that his primary concern was for the location so the proposed beach would not affect nearby residences or businesses. Mayor Vincent advised that as part of a pilot program, the dog beach might be attempted at more than one site. He recalled that the former Minto property had been discussed as a possibility some years ago.

Commissioner Malkoon expressed concern with location and monitoring, pointing out that the other municipalities have rangers who assume responsibility for keeping the space clean. He was also concerned with the requirement for a permit, which would be difficult to enforce. Vice Mayor Sokolow stated that because the Town's geography is different than the other municipalities', this would be a "not in my back yard" issue for

most of the Town, particularly condominiums. There are no large open areas with sufficient distance from residences. He also did not feel the suggested regulations would be enforceable.

The Commissioners agreed by consensus to seek additional public comment through the Town's website as well as *Town Topics*.

13.d Town Manager's Recommendation to postpone his annual performance review to March 1, 2020 (Bill Vance, Town Manager)

Commissioner Malkoon pointed out that the review date is part of the Town Manager's contract as approved by the Commission. He also noted that an election is scheduled for March 2020, which could result in changes to the Town Commission.

Town Manager Vance explained that his intent had been for the review date to be closer to the time when some of the Town's projects in which he has played a significant role are realized. This would allow the Commissioners to take results into consideration when evaluating his performance.

The Commissioners agreed by consensus to postpone the Town Manager's annual evaluation until the first meeting in February, which falls on February 11, 2020.

13.e Opportunity for Lauderdale-By-The-Sea's Town Commission to establish performance goals for Fiscal Year 2020 (Bill Vance, Town Manager)

Town Manager Vance reported that the Terra Mar stormwater improvements, Palm Club sewer improvements, and El Mar Drive improvements are either underway or scheduled. He recommended hearing from the public as well as the Commissioners regarding future projects and goals they would like to see within the Town. The Commissioners agreed by consensus to discuss these goals further at the upcoming Action Plan Workshop scheduled for November 12, 2019.

14. COMMISSIONER COMMENTS

Commissioner Oldaker expressed his condolences on the Town's recent loss, and assured residents that Lauderdale-By-The-Sea remains a safe place. He commended the efforts of BSO in maintaining a safe environment.

Mayor Vincent reported that he had attended the American Flood Coalition's Florida Mayors' Summit in Washington, D.C. This was a nonpartisan event with a consensus of members who acknowledge the need to share ideas regarding the address of sea level rise and rain events. Proposed Ordinance 2019-09 would bring the Town into compliance with the Federal Emergency Management Agency (FEMA) and with Florida Building Code. Once the Town is current, it will be easier to access state and federal funding. They would also be able to participate in impact bond funding at low interest rates in the future.

Mayor Vincent also suggested that the Town create a resilience team that would strategize on ways to adapt and deal with future climate-related challenges. He noted that climate change is no longer only a coastal problem but an inland issue as well, as flooding is affected by the water table. He recognized Town Staff for preparing him with backup information to share at the recent summit.

Mayor Vincent concluded by inviting local and neighboring families to Boo-By-The-Sea, which is scheduled for Saturday, October 26, 2019. The event will be held in the west business Plazas between 2 p.m. and 5 p.m.

Vice Mayor Sokolow thanked the Commission for their support in assuming Town control of the El Mar Drive project.

Commissioner Strauss advised that the Town's Veterans Day event is scheduled for 10 a.m. on Monday, November 11, 2019 at El Prado Park. A reception will be held after the event at Frame and Art on Commercial Boulevard. He encouraged veterans to attend the ceremony and reception.

15. ORDINANCES 1ST READING

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

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, stated that sea level rise of 6 in. to 10 in. is expected by the year 2030. She felt this figure may be inflated in comparison with recent records of sea level rise. She also noted a recent decision by Fort Lauderdale to raise the minimum level of seawalls, and recommended that the Commission keep expenses such as this in mind when making changes to Town Code.

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

Jhanelle Campbell, Planner, advised that this Item would update Chapter 9 of Town Code, which was last updated in 2014 at the request of FEMA. References in the Ordinance have changed with regard to Florida Building Code, and Chapter 9 is being updated to reflect these changes.

Commissioner Oldaker commented that the Fort Lauderdale Ordinance cited by Ms. Cole affects a very small number of properties in an area where residents were permitted to build docks on public property.

Mayor Vincent noted that in addition to the possibility of substantial sea level rise in the future, all attendees at the Florida Mayors' Summit agreed that storm events are becoming more common, have longer duration, and are often accompanied by wind and rain events. The American Flood Coalition hopes to raise awareness at the state and federal levels and influence the appropriation of funding.

Vice Mayor Sokolow made a motion, seconded by Commissioner Malkoon, to adopt the Ordinance on first reading. Motion carried 5-0.

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

17.a Resolution 2019-38 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, CREATING A COMPLETE COUNT ADVISORY COMMITTEE FOR THE 2020 DECENNIAL CENSUS; SPECIFYING POWERS AND DUTIES OF THE COMMITTEE; ESTABLISHING THE NUMBER OF MEMBERS OF THE COMMITTEE;

**ESTABLISHING QUALIFICATIONS OF MEMBERS OF THE COMMITTEE;
PROVIDING FOR AUTOMATIC TERMINATION OF THE COMMITTEE;
PROVIDING FOR SERVICE WITHOUT COMPENSATION; PROVIDING FOR
IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE (Linda
Connors, Development Services Director)**

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, requested that the Commission discuss this Item further before the public.

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

Planner Campbell explained that this Resolution would create a Complete Count Committee that would have a voice with regard to the upcoming 2020 census. The U.S. Census Bureau recommends creation of such a committee by every local government in order to promote resident participation.

The purpose of the Complete Count Committee would be to recommend methods to disseminate information about the census, assist in advertising the census, and determine best practices and outreach efforts to encourage participation. The Commission has approved a budget of \$7500 toward these efforts. Some suggestions already discussed include:

- Holding public events to make computers available to all residents so they can complete their information
- Inviting regional members of the U.S. Census Bureau to attend the November 6, 2019 Planning and Zoning Board meeting and address the Committee members and the public

Planner Campbell concluded that the proposed Complete Count Committee would consist of the members of the Planning and Zoning Board and Board of Adjustment.

Town Attorney Trevarthen advised that this Committee is established every 10 years to facilitate public outreach associated with the census. Because an accurate count is associated with regulatory and financial consequences, most local governments provide outreach programs such as this to encourage the public to participate. The 2020 Census will be the first in which responses may be submitted online.

Commissioner Strauss asked if any outside funding is available for census outreach efforts. Planner Campbell replied that there is some funding at the County level, although it is limited. Town Manager Vance requested that any motion to pass Resolution 2019-38 include the stipulation that Staff will pursue any potential financial assistance associated with census responsibilities.

Commissioner Oldaker observed that in the past, it can be intimidating for census takers to approach every household and request sensitive information. He recommended that the public be informed in advance that census takers will be visiting households. There are opportunities for members of the community to apply to become census takers.

Vice Mayor Sokolow made a motion, seconded by Commissioner Oldaker, to approve with the initiative to pursue additional funding options as proposed by the Town Manager. Motion carried 5-0.

17.b Resolution 2019-39 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, RELATING TO THE MEMORANDUM OF UNDERSTANDING (“MOU”) REGARDING COLLABORATIVE STUDY AND SUBSEQUENT DEVELOPMENT OF AN INTEGRATED SOLID WASTE AND RECYCLING SYSTEM; APPOINTING REPRESENTATIVES TO REPRESENT THE TOWN IN MATTERS RELATING TO THE MOU; PROVIDING FOR AN EFFECTIVE DATE (Neysa Herrera, Assistant to the Town Manager)

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

Town Manager Vance advised that this Resolution originated with the Florida League of Cities. Staff has participated in the regional coordination efforts that resulted in this proposed Resolution, which would designate Commissioners as Town representative and alternate to a regional Commission, which would be responsible for appointing an Operating Committee and Technical Committee to make regional landfill recommendations by spring 2020.

Vice Mayor Sokolow made a motion, seconded by Commissioner Strauss, to appoint Commissioner Oldaker as the Town’s representative and Mayor Vincent as its alternate. Motion carried 5-0.

17.c Resolution 2019-40 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING

AN AGREEMENT WITH ERICKS CONSULTANTS, INC. FOR LOBBYIST SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE (Bill Vance, Town Manager)

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, asked for information on the lobbyists' past performance.

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

Town Manager Vance stated that prior to his arrival, the Town's lobbyists have worked closely with both state representatives and County Commissioners and have continually pursued state grant funding or appropriations for the \$3.5 million Palm Club sewer project. He recommended that the Town continue the relationship with Ericks Consultants, Inc., at least throughout the next fiscal year, as these funding opportunities are currently close at hand.

Commissioner Oldaker made a motion, seconded by Vice Mayor Sokolow, 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 8:50 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk Tedra Allen

Date



Town Commission Agenda Item Report

Meeting Date: November 12, 2019

Submitted by: Ken Rubach

Submitting Department: Municipal Services

Item Type: Consent

Agenda Section: CONSENT AGENDA

Subject Title:

2019 Ford F-550 Aerial Lift Truck Lease (Ken Rubach, Municipal Services Director)

Explanation:

As part of the FY 20 Budgeting process, staff evaluated current vehicle and equipment needs. The current bucket truck purchased in 2008 has had and continues to have a myriad of issues such as, moderate rusting on the body and the aerial lift unit, reoccurring mold from multiple roof leaks, as well as electrical issues which has resulted in staff being stuck up in the air unable to lower the bucket. In addition to this, the working height of the lift is 30.9 Ft. which severely restricts its usefulness as it does not allow us to reach the lights on Commercial, A1A, or El Mar/El Prado Parking lot or reach the crowns on our taller more mature trees. Due to these restrictions it often requires us to hire outside contractors to perform the work thus delaying the delivery of services. When considering all of these factors, staff deems that a replacement is necessary at this time.



Rusting on step to access the bucket



Residual stains from mold



Rust on base of lift and deteriorating roof



Interior view of deteriorating roof "patch"



Rust on boom support



Rust on boom arm

Staff is proposing to lease a 2019 Ford F-550 Aerial lift truck with a 37ft. Insulated Articulated/Telescopic boom with a working height of 42ft. The new truck would provide an additional 12ft. of working height over the current vehicle and will resolve the height limitations we currently face. The horizontal reach with the new vehicle will also increase by over 7ft., which provides extra versatility when performing work, especially around fixed obstacles. In addition to this the vehicle will be 4wd (wheel drive) which will help with sites that are off road and are currently hard to access with the Town's existing lift truck. This vehicle will be stored at the offsite location in the garage when not in use in order to protect it from the outdoor elements. As part of the full maintenance plan from Enterprise, all costs for maintenance of the vehicle (with the exception of brakes and tires) will be covered including any boom maintenance.



Ford F-550 aerial lift truck example

The total cost of the lease including down payment and full maintenance is: \$113,744.40. A down payment of \$26,400 is required due to the extensive aftermarket upfit (i.e. the aerial lift and service body). The \$26,400 represents approximately 50% of the upfront costs and the remaining amount is included within the lease payments. The lease is structured over 60 months with a monthly payment of \$1,455.74. Staff has spoken with Enterprise about keeping the vehicle after the lease has expired due to the high capital outlay for the vehicle. Enterprise stated that the only cost after the lease is paid off would be the maintenance. They further stated that it is typical for specialty vehicles with high residuals to be held beyond the lease period and they still anticipate a good return at the time the vehicle is sold should we chose to keep the vehicle after the 60 months.

Recommendation:

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

Attachments:

1. Lease Quote
2. Master Lease Agreement

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

Date 11/06/2019
AE/AM BH9/KKM

Unit #

Year 2019 **Make** Ford **Model** F-550 Chassis

Series XL 4x4 SD Regular Cab 145 in. WB DRW

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

\$ 106,589.39	Capitalized Price of Vehicle ¹
\$ 0.00	Sales Tax <u>0.0000%</u> State <u>FL</u>
\$ 0.00	Initial License Fee
\$ 0.00	Registration Fee
\$ 150.00	Other: (See Page 2)
\$ 26,400.00	* Capitalized Price Reduction
\$ 0.00	* Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00	* Tax on Gain On Prior
\$ 0.00	* Security Deposit
\$ 0.00	* Tax on Incentive(Taxable Incentive Total : \$0.00)

\$ 80,339.39 Total Capitalized Amount (Delivered Price)

\$ 1,084.58 Depreciation Reserve @ 1.3500%

\$ 300.50 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²

\$ 1,385.08 **Total Monthly Rental Excluding Additional Services**

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment (Estimate Only)

Liability Limit \$0.00

\$ 0.00 Physical Damage Management (Estimate Only)

\$ 70.66 Full Maintenance Program³ Contract Miles 18,500

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

\$ 70.66 **Additional Services SubTotal**

\$ 0.00 Sales Tax 7.0000%

State FL

\$ 1,455.74 **Total Monthly Rental Including Additional Services**

\$ 15,264.59 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

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

Order Information

Driver Name

Exterior Color (0 P) Oxford White

Interior Color (0 I) Medium Earth Gray w/HD Vinyl 40/20/40 S

Lic. Plate Type Government

GVWR 0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.2290 Per Mile

Tires 0

Loaner Vehicle Not Included

Quote based on estimated annual mileage of 3,700

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

(Quote is Subject to Customer's Credit Approval)

Notes

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

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

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

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

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

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

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

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

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

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
9' Reading Service Body and tail Shelf	C	\$ 13,250.00
Labor for installation of aftermarket equipment.	C	\$ 6,200.00
New Versalift SST-37EIH-Lower and upper Boom insulation-Hydrolic Tool circuit	C	\$ 32,800.00
LED Warning Lights and Strobes	C	\$ 550.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 52,800.00
Aftermarket Equipment Total		\$ 52,800.00

Other Totals

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

VEHICLE INFORMATION:

2019 Ford F-550 Chassis XL 4x4 SD Regular Cab 145 in. WB DRW - US
Series ID: F5H

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 39,938.00	\$ 42,040.00
Total Options	\$ 10,588.00	\$ 11,635.00
Destination Charge	\$ 1,595.00	\$ 1,595.00
Total Price	\$ 52,121.00	\$ 55,270.00

SELECTED COLOR:

Exterior: Z1 - (0 P) Oxford White
Interior: AS - (0 I) Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
145WB	145" Wheelbase	STD	STD
17FFBP	Chrome Front Bumper	Included	Included
18B	Platform Running Boards	\$ 292.00	\$ 320.00
41H	Engine Block Heater	\$ 91.00	\$ 100.00
425	50-State Emissions System	STD	STD
44W	Transmission: TorqShift 6-Speed Automatic	NC	NC
525_	Steering Wheel-Mounted Cruise Control	Included	Included
52B	Trailer Brake Controller	\$ 246.00	\$ 270.00
585	Radio: AM/FM Stereo/MP3 Player	Included	Included
61J	6-Ton Hydraulic Jack	\$ 50.00	\$ 55.00
62R	Transmission Power Take-Off Provision	\$ 254.00	\$ 280.00
63C	Aft-Axle Frame Extension Pack	\$ 104.00	\$ 115.00
64Z	Wheels: 19.5" Argent Painted Steel	Included	Included
660A	Order Code 660A	NC	NC
67D	220 Amp Extra Heavy Duty Alternator	Included	Included
67X	Extra Heavy-Service Suspension Package	\$ 114.00	\$ 125.00
91M	SYNC Communications & Entertainment System	Included	Included
96V	XL Value Package	\$ 910.00	\$ 1,000.00
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	\$ 8,199.00	\$ 9,010.00
99TBAT	Dual 78-AH 750 CCA Batteries	Included	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
AS_01	(0 I) Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
LCD4	4.2" Center-Stack Screen	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 18,000 lbs Payload Package	Included	Included
TGJ	Tires: 225/70Rx19.5G BSW A/P	Included	Included
X4N	Limited Slip w/4.10 Axle Ratio	\$ 328.00	\$ 360.00
Z1_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 2
Driver And Passenger Mirror: manual folding side-view door mirrors
Mirror Type: manual extendable trailer mirrors
Side Steps: yes
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers with body-coloured rub strip
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Front Mud Flaps: front and rear mud flaps
Body Material: aluminum body material
: trailering with harness, brake controller
Fender Flares: black fender flares
Grille: black grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: 911 Assist emergency communication system
Front Cupholder: front cupholder
Glove Box: illuminated locking glove box
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Cab Clearance Lights: cab clearance lights
Underhood Light: underhood light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Trip Computer: trip computer
Trip Odometer: trip odometer
Water Temp Gauge: water temp. gauge
Turbo/Supercharger Boost Gauge: turbo/supercharger boost gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning

Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 3 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
Side Impact Bars: side-impact bars
Traction Control: driveline traction control
Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 3
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Leather Upholstery: vinyl front seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 330-hp, 6.7-liter V-8 (diesel)

Standard Transmission:

Transmission 6-speed automatic w/ OD and PowerShift automatic

MAINTENANCE AGREEMENT

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

WITNESSETH

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

Initials: EFM BM Customer WmV

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

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

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

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

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

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

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

Initials: EFM B Customer WV

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

Initials: EFM

Customer 

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

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

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

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

Initials: EFM B Customer Wmv

MASTER EQUITY LEASE AGREEMENT

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

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

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

3. RENT AND OTHER CHARGES:

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

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

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

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

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

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

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

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

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

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

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

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

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

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

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

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

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

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

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

11. INSURANCE:

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

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

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

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

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

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

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

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

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

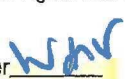
13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will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

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

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

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

Initials: EFM

Customer 

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

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

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

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

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

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

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

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

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

Date Signed: 7-30-19

Initials: EFM B Customer Nmv

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

Signature: Brett Frazee
By: Brett Frazee
Title: Vice President
Address: 5105 Johnson Road
Coconut Creek FL 33073

Date Signed: July 30, 2019



AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

FLEET MANAGEMENT

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


Town of Lauderdale By The Sea (Lessee)

By William Vance

Title: Town Manager

Date Signed: 7-30-19, _____


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

Brett Frazee
By _____

Vice President
Title: _____

Date Signed: July 30, 2019, _____



Town Commission Agenda Item Report

Meeting Date: November 12, 2019

Submitted by: Ken Rubach

Submitting Department: Municipal Services

Item Type: Consent

Agenda Section: CONSENT AGENDA

Subject Title:

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

Explanation:

As part of the review process of expiring contracts, staff evaluates the various options by which we can obtain quality services for reasonable prices. The Electrical Maintenance Services Contract covers a myriad of electrical services for the Town including street lights, installation of new electrical wiring and conduit as well as troubleshooting electrical issues throughout Town. The Electrical Maintenance Services Contract has been a particular area of concern, as responsiveness to not only our requests for maintenance was lacking, actual follow up on addressing the issues also seemed to languish as we were waiting up to several weeks to get simple repairs such as a burnt-out light bulb addressed. Unfortunately, due to the small size of our account it seems as we were consistently being pushed to the bottom of the priority list. Staff felt that going out for an RFP given the relatively small amount of electrical work might yet again yield similar results in terms of quality and responsiveness.

Staff reached out to the City of Oakland Park who had recently awarded a comprehensive Electrical Maintenance Services Contract to several companies. We inquired as to whether they would allow us to piggyback off this contract and they agreed to our request. As there were several companies on the list, we compared prices and chose to do a "try before you buy" with one of the contractors.

Kilowatt Electric Company had in the past provided pricing to the Town for work but had yet to provide any services to the Town. We had several lingering street light issues that we requested them to address. During our trial period over the past several weeks, they have been extremely responsive and were able to resolve the street lighting issues in under a week.

Recommendation:

Authorize the Town Manager to execute a contract with Kilowatt Electric Company for Electrical Maintenance Services after the agreement has been approved as to form by the Town Attorney.

Funds are budgeted for Electrical Maintenance Services across several accounts within the Town Budget.

Attachments:

1. Oakland Park Contract
2. Electrical Maintenance Agreement

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RESOLUTION NO. R-2018-136

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, DETERMINING THAT SIX (6) COMPANIES ARE THE MOST RESPONSIVE AND MOST RESPONSIBLE BIDDERS FOR ELECTRICAL MAINTENANCE, REPAIR, AND EMERGENCY SERVICES; PROVIDING THAT THE PROPER CITY OFFICIALS ARE AUTHORIZED TO EXECUTE A CONTRACT FOR THE SERVICES IN WHICH IS ATTACHED AS EXHIBIT "A"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has sought competitive bids for electrical maintenance, repair, and emergency services;

WHEREAS, a selection committee comprised of staff members evaluated the bids and has made a recommendation to the City Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida hereby accepts the recommendation as submitted by the City's selection committee and determines that the following six (6) companies are the most responsible and most responsive bidders electrical maintenance, repair, and emergency services:

1. "D" Electrician Technical Services, Inc.
2. Imperial Electrical Inc.
3. J & T Electrical Services, Inc.
4. Killowatt Electric Company
5. Main-Guy Electrical Company
6. Universal Electric of Florida, Inc.

SECTION 3. The City Commission of the City of Oakland Park, Florida hereby approves and authorizes the appropriate City official to execute a contract with the above mentioned six (6) companies for electrical maintenance, repair, and emergency services; a copy of the contracts are attached hereto as Exhibit "A".

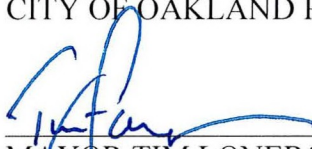
1 **SECTION 4.** All Resolutions or parts of Resolutions in conflict
2 herewith, be and the same are repealed to the extent of such conflict.
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4 **SECTION 5.** If any clause, section or other part of this Resolution shall be
5 held by any court of competent jurisdiction to be unconstitutional or invalid, such
6 unconstitutional or invalid part shall be considered as eliminated and in no way
7 effecting the validity of the other provisions of this Resolution.
8

9 **SECTION 6.** This Resolution shall become effective immediately upon its
10 passage and adoption.
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13 **ADOPTED** by the City Commission of the City of Oakland Park, Florida this 20th, day
14 of September, 2018.
15

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17
18 CITY OF OAKLAND PARK, FLORIDA

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22 _____
23 MAYOR TIM LONERGAN

24 S. GUEVREKIAN	<u>YES</u>
25 M. SPARKS	<u>YES</u>
26 M. CARN	<u>YES</u>
27 J. ADORNATO	<u>YES</u>
28 T. LONERGAN	<u>YES</u>

29
30

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32 ATTEST:

33
34 
35 _____
36 RENEE M. SHROUT, CMC
37 CITY CLERK



CITY OF OAKLAND PARK
3650 NE 12th Avenue
Oakland Park, FL 33334

AGREEMENT for Electrician Services

This AGREEMENT, made this 20 day of Sept., 2018, by and between the City of Oakland Park, acting herein through its City Manager, hereinafter called "OWNER", and "D" Electrician Technical Services, Inc., doing business as an electrical services contractor located in Broward County in the State of Florida, hereinafter called "CONTRACTOR".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows:

The Contractor will provide all services as defined in the scope of services within ITB #081018.

All terms, conditions, and provisions of the Invitation to Bid #081018 are incorporated herein by reference and made specific part hereof.

ARTICLE II

In accordance with the Proposal, the Contractor shall furnish at his own expense all labor, vehicles, materials, tools and equipment needed to perform the services required.

ARTICLE III

The term of this Agreement shall be from 10/01/2018 for a period of 3 consecutive years and terminating on 10/01/2021. The City shall have the option to extend the Contract for three (3) additional two-year (2) periods, at terms and conditions mutually acceptable to both parties.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

ARTICLE IV

If it is determined that it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date, for cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE V

Contractor agrees to indemnify and save CITY, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees and to carry at its own expense policies of insurance described in Invitation to Bid #081018 to protect the CITY and its interests from such actions of the contractor or sub-contractors. Contractor further agrees to reimburse CITY for any and all court costs and other expenses, including reasonable attorney's fees incurred by CITY in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CITY for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

ARTICLE VI

Nondiscrimination Equal Employment Opportunity and Americans With Disabilities Act:

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

ARTICLE VII

Public Records

The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in ARTICLE IV.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**Renee M. Shrout, CMC
City Clerk
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334
954-630-4298**

AGREEMENT:

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

ATTEST:


Renee M. ShROUT, City Clerk


David Hebert, City Manager

(SEAL)

WITNESS (as to CONTRACTOR)

MARCIA FRANCIS
WITNESS (as to CONTRACTOR)

"D" Electrician Technical Service Inc
CONTRACTOR

ADDRESS:
4064 NE 8th Ave
Oakland Park
FL 33334

PHONE: 954-726-0394

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Terrance Davis, on behalf of D Electrician Technical Services Inc
Print Name and Title Company Name

certify that D Electrician Technical Services Inc does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is

on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

"D" Electrician Technical Services Inc
COMPANY NAME

T. DAVIS
SIGNATURE

Terrence Davis
PRINT NAME

President
TITLE



CITY OF OAKLAND PARK
3650 NE 12th Avenue
Oakland Park, FL 33334

AGREEMENT for Electrician Services

This AGREEMENT, made this 20 day of Sept, 2018, by and between the City of Oakland Park, acting herein through its City Manager, hereinafter called "OWNER", and Imperial Electrical Inc., doing business as an electrical services contractor located in Broward County in the State of Florida, hereinafter called "CONTRACTOR".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows:

The Contractor will provide all services as defined in the scope of services within ITB #081018.

All terms, conditions, and provisions of the Invitation to Bid #081018 are incorporated herein by reference and made specific part hereof.

ARTICLE II

In accordance with the Proposal, the Contractor shall furnish at his own expense all labor, vehicles, materials, tools and equipment needed to perform the services required.

ARTICLE III

The term of this Agreement shall be from 10/01/2018 for a period of 3 consecutive years and terminating on 10/01/2021. The City shall have the option to extend the Contract for three (3) additional two-year (2) periods, at terms and conditions mutually acceptable to both parties.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

ARTICLE IV

If it is determined that it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date, for cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE V

Contractor agrees to indemnify and save CITY, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees and to carry at its own expense policies of insurance described in Invitation to Bid #081018 to protect the CITY and its interests from such actions of the contractor or sub-contractors. Contractor further agrees to reimburse CITY for any and all court costs and other expenses, including reasonable attorney's fees incurred by CITY in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CITY for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

ARTICLE VI

Nondiscrimination Equal Employment Opportunity and Americans With Disabilities Act:

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

ARTICLE VII

Public Records

The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in ARTICLE IV.

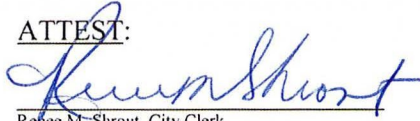
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**Renee M. Shrout, CMC
City Clerk
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334
954-630-4298**

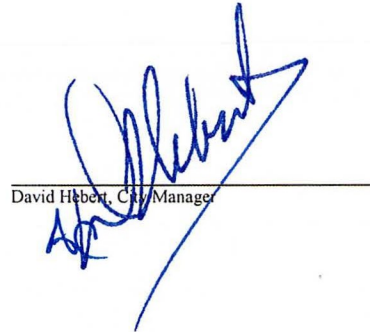
AGREEMENT:

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

ATTEST:

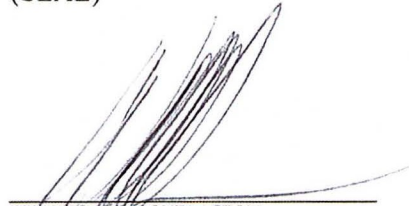


Renee M. Shrout, City Clerk



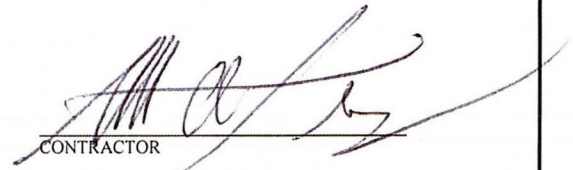
David Hebert, City Manager

(SEAL)



WITNESS (as to CONTRACTOR)

WITNESS (as to CONTRACTOR)



CONTRACTOR

ADDRESS:

11821 NW 11 St
Plantation FL
33323

PHONE: 954-385-2133

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Michael Terango P., on behalf of Imperial Electrical Inc.
Print Name and Title Company Name

certify that Imperial Electrical Inc. does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is

on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Imperial Electrical Inc
COMPANY NAME

[Signature]
SIGNATURE

Michael Terango
PRINT NAME

Pres
TITLE



CITY OF OAKLAND PARK
3650 NE 12th Avenue
Oakland Park, FL 33334

AGREEMENT for Electrician Services

This AGREEMENT, made this 20 day of Sept., 2018, by and between the City of Oakland Park, acting herein through its City Manager, hereinafter called "OWNER", and J & T Electrical Service Inc., doing business as an electrical services contractor located in Broward County in the State of Florida, hereinafter called "CONTRACTOR".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows:

The Contractor will provide all services as defined in the scope of services within ITB #081018.

All terms, conditions, and provisions of the Invitation to Bid #081018 are incorporated herein by reference and made specific part hereof.

ARTICLE II

In accordance with the Proposal, the Contractor shall furnish at his own expense all labor, vehicles, materials, tools and equipment needed to perform the services required.

ARTICLE III

The term of this Agreement shall be from 10/01/2018 for a period of 3 consecutive years and terminating on 10/01/2021. The City shall have the option to extend the Contract for three (3) additional two-year (2) periods, at terms and conditions mutually acceptable to both parties.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

ARTICLE IV

If it is determined that it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date, for cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE V

Contractor agrees to indemnify and save CITY, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees and to carry at its own expense policies of insurance described in Invitation to Bid #081018 to protect the CITY and its interests from such actions of the contractor or sub-contractors. Contractor further agrees to reimburse CITY for any and all court costs and other expenses, including reasonable attorney's fees incurred by CITY in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CITY for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

ARTICLE VI

Nondiscrimination Equal Employment Opportunity and Americans With Disabilities Act:

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

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Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

ARTICLE VII

Public Records

The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
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3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in ARTICLE IV.

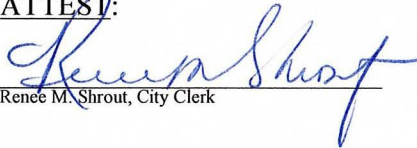
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**Renee M. Shrout, CMC
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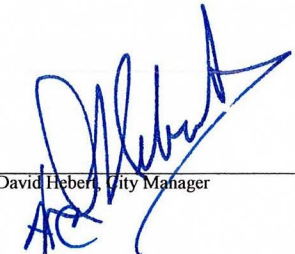
AGREEMENT:

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

ATTEST:



Renee M. Shrout, City Clerk



David Hebert, City Manager

(SEAL)

WITNESS (as to CONTRACTOR)

WITNESS (as to CONTRACTOR)



CONTRACTOR

ADDRESS:

3386 NW 63rd St
Fort Lauderdale
FL, 33309

PHONE: 754-873-2155

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Theophane Ambrosio, on behalf of J&T Electrical Services, Inc
Print Name and Title President Company Name

certify that J&T Electrical Services, Inc does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

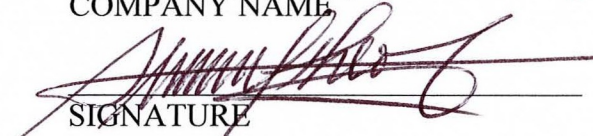
Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is

on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

J&T Electrical Services, Inc
COMPANY NAME


SIGNATURE

THEOPHANE Ambroise
PRINT NAME

President
TITLE



CITY OF OAKLAND PARK
3650 NE 12th Avenue
Oakland Park, FL 33334

AGREEMENT for Electrician Services

This AGREEMENT, made this 20 day of Sept., 2018, by and between the City of Oakland Park, acting herein through its City Manager, hereinafter called "OWNER", and Kilowatt Electric Company, doing business as an electrical services contractor located in Broward County in the State of Florida, hereinafter called "CONTRACTOR".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows:

The Contractor will provide all services as defined in the scope of services within ITB #081018.

All terms, conditions, and provisions of the Invitation to Bid #081018 are incorporated herein by reference and made specific part hereof.

ARTICLE II

In accordance with the Proposal, the Contractor shall furnish at his own expense all labor, vehicles, materials, tools and equipment needed to perform the services required.

ARTICLE III

The term of this Agreement shall be from 10/01/2018 for a period of 3 consecutive years and terminating on 10/01/2021. The City shall have the option to extend the Contract for three (3) additional two-year (2) periods, at terms and conditions mutually acceptable to both parties.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

ARTICLE IV

If it is determined that it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date, for cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE V

Contractor agrees to indemnify and save CITY, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees and to carry at its own expense policies of insurance described in Invitation to Bid #081018 to protect the CITY and its interests from such actions of the contractor or sub-contractors. Contractor further agrees to reimburse CITY for any and all court costs and other expenses, including reasonable attorney's fees incurred by CITY in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CITY for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

ARTICLE VI

Nondiscrimination Equal Employment Opportunity and Americans With Disabilities Act:

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

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Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

ARTICLE VII

Public Records

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3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
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The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in ARTICLE IV.

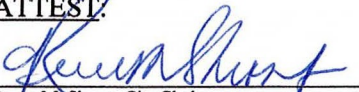
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**Renee M. Shrout, CMC
City Clerk
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334
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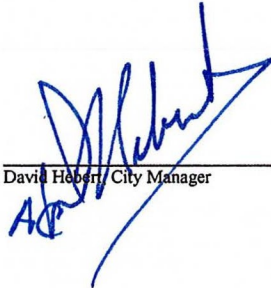
AGREEMENT:

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ATTEST:



Renee M. ShROUT, City Clerk

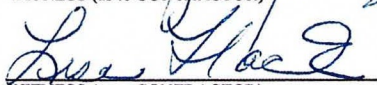


David Hebert, City Manager

(SEAL)



WITNESS (as to CONTRACTOR)



WITNESS (as to CONTRACTOR)



CONTRACTOR

ADDRESS:

Kilowatt Electric Company
1700 Woodland Ave
Pompano Beach, FL 33069

PHONE: 954-975-8200

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Edward Flack/President on behalf of Kilowatt Electric Co.
Print Name and Title Company Name

certify that Kilowatt Electric Co. does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

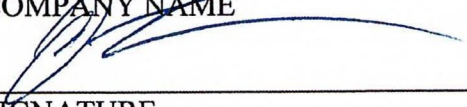
Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is

on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Kilowatt Electric Co.
COMPANY NAME


SIGNATURE

Edward Flack
PRINT NAME

President
TITLE



CITY OF OAKLAND PARK
3650 NE 12th Avenue
Oakland Park, FL 33334

AGREEMENT for Electrician Services

This AGREEMENT, made this 20 day of Sept, 2018, by and between the City of Oakland Park, acting herein through its City Manager, hereinafter called "OWNER", and Main-Guy Electrical Company, doing business as an electrical services contractor located in Broward County in the State of Florida, hereinafter called "CONTRACTOR".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows:

The Contractor will provide all services as defined in the scope of services within ITB #081018.

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ARTICLE II

In accordance with the Proposal, the Contractor shall furnish at his own expense all labor, vehicles, materials, tools and equipment needed to perform the services required.

ARTICLE III

The term of this Agreement shall be from 10/01/2018 for a period of 3 consecutive years and terminating on 10/01/2021. The City shall have the option to extend the Contract for three (3) additional two-year (2) periods, at terms and conditions mutually acceptable to both parties.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

ARTICLE IV

If it is determined that it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date, for cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE V

Contractor agrees to indemnify and save CITY, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees and to carry at its own expense policies of insurance described in Invitation to Bid #081018 to protect the CITY and its interests from such actions of the contractor or sub-contractors. Contractor further agrees to reimburse CITY for any and all court costs and other expenses, including reasonable attorney's fees incurred by CITY in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CITY for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

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Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

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City Clerk
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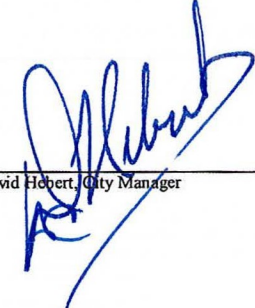
AGREEMENT:

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

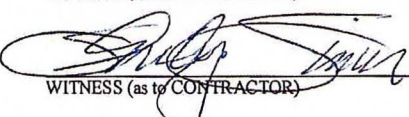
ATTEST:


Renee M. ShROUT, City Clerk

(SEAL)


David Herbert, City Manager


WITNESS (as to CONTRACTOR)


WITNESS (as to CONTRACTOR)

Main-Guy Electrical Co., Inc
CONTRACTOR

ADDRESS:

PO BOX 24925

Oakland Park, FL 33307

PHONE: 954. 564-1672

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Gary Simon, V. Pres., on behalf of Main-Guy Electrical Co.,
Print Name and Title Company Name

certify that Main-Guy Electrical Co. does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is

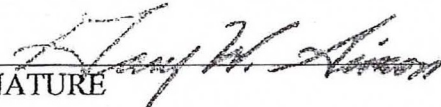
on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Main-Guy Electrical Co.

COMPANY NAME



SIGNATURE

Gary Simon

PRINT NAME

V. Pres.

TITLE



CITY OF OAKLAND PARK
3650 NE 12th Avenue
Oakland Park, FL 33334

AGREEMENT for Electrician Services

This AGREEMENT, made this 20 day of Sept., 2018, by and between the City of Oakland Park, acting herein through its City Manager, hereinafter called "OWNER", and Universal Electric of Florida, Inc., Inc., doing business as an electrical services contractor located in Broward County in the State of Florida, hereinafter called "CONTRACTOR".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows:

The Contractor will provide all services as defined in the scope of services within ITB #081018.

All terms, conditions, and provisions of the Invitation to Bid #081018 are incorporated herein by reference and made specific part hereof.

ARTICLE II

In accordance with the Proposal, the Contractor shall furnish at his own expense all labor, vehicles, materials, tools and equipment needed to perform the services required.

ARTICLE III

The term of this Agreement shall be from 10/01/2018 for a period of 3 consecutive years and terminating on 10/01/2021. The City shall have the option to extend the Contract for three (3) additional two-year (2) periods, at terms and conditions mutually acceptable to both parties.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

ARTICLE IV

If it is determined that it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date, for cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE V

Contractor agrees to indemnify and save CITY, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees and to carry at its own expense policies of insurance described in Invitation to Bid #081018 to protect the CITY and its interests from such actions of the contractor or sub-contractors. Contractor further agrees to reimburse CITY for any and all court costs and other expenses, including reasonable attorney's fees incurred by CITY in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CITY for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

ARTICLE VI

Nondiscrimination Equal Employment Opportunity and Americans With Disabilities Act:

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

ARTICLE VII

Public Records

The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in ARTICLE IV.

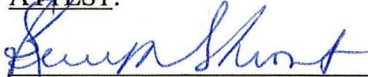
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

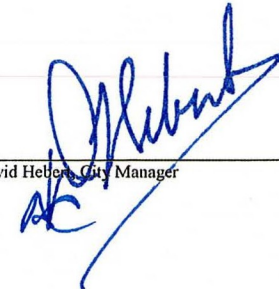
**Renee M. Shrout, CMC
City Clerk
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334
954-630-4298**

AGREEMENT:

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

ATTEST:

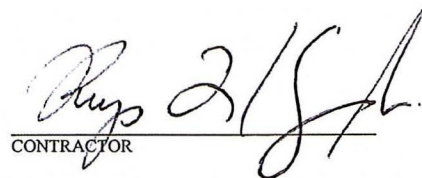

Renee M. Shirout, City Clerk


David Hebert, City Manager

(SEAL)


WITNESS (as to CONTRACTOR)


WITNESS (as to CONTRACTOR)


CONTRACTOR

ADDRESS:

6784 NW 17th Ave
Ft. Lauderdale, FL 33309

PHONE: 954-484-5233

CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135

I, Phillip L. Krayman, Jr., ^{President} on behalf of Universal Electric of Florida, Inc.
Print Name and Title Company Name

certify that Universal Electric of Trower does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is

on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Universal Electric of Florida Inc
COMPANY NAME


SIGNATURE

Phillip L Kreyman Jr.
PRINT NAME

President
TITLE

**TOWN OF LAUDERDALE-BY-THE-SEA AGREEMENT FOR ELECTRICAL
MAINTENANCE
(Piggyback Competitive Award)**

This Agreement is made this ____ day of November, 2019 ("Effective Date") between the Town of Lauderdale-By-The-Sea, a municipal corporation organized and existing under the laws of the State of Florida and whose address 4501 North Ocean Drive, Lauderdale-By-The-Sea, FL 33308 (the "Town"), and Kilowatt Electric Company (the "Contractor"), whose address is 1700 N.W. 22nd Avenue, Pompano Beach, FL 33069.

WITNESSETH

WHEREAS, the Town wishes to enter into an agreement with Contractor for the provision of electrical maintenance services; and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between the City of Oakland Park, Florida and the Contractor as set forth in the City of Oakland Park ITB #081018 and resulting agreement dated September 20, 2018, attached hereto and incorporated herein as Exhibit "A-1" ("Oakland Park Agreement"); and

WHEREAS, the Town Procurement Manual provides authority for the Town to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

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:

Section 1. Contract Terms. The Contractor agrees to provide the Town the Service as set forth in the Oakland Park Agreement, which terms are incorporated into this Agreement for all purposes and represent the entire agreement between the parties except for those modifications made herein. In the event of conflict between or among this Agreement and the terms and conditions of the Oakland Park Agreement, the order of priority shall be: this Agreement, and the Oakland Park Agreement.

The following additional provisions are included:

- A. The "Town of Lauderdale-By-The-Sea" shall be deemed substituted for "City of Oakland Park, Florida" with regard to any and all provisions of the Oakland Park Agreement, including by example, and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents, which is incorporated herein by this reference. All recitals, representations, and warranties of Contractor made in the Oakland Park Agreement (including Contractor's proposal) are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein.
- B. The Town shall compensate Contractor pursuant to the rates set forth in the Oakland Park Agreement, in an amount not to exceed \$80,000.
- C. 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.
- D. The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as follows:
 - 1. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement required by the City to perform the service.
 - 2. Upon request by the City's records custodian, provide the City with a copy of 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 3. 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 this Agreement, and following completion of this Agreement until the records are transferred to the City.
 - 4. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records

stored electronically by the Contractor shall be delivered to the City, upon request from the City's Custodian of Records, in a format that is compatible with the City's information technology systems.

5. The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.
6. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT tedraa@lauderdalebytheseafl.gov, OR BY MAIL: Tedra Allen, Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The Sea, Florida 33308.

Refusal of the CONTRACTOR to comply with the provisions of this Section shall be grounds for immediate termination for cause by the TOWN of this Agreement.

E. Scrutinized Companies

1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
4. 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.

F. ETHICS

1. CONTRACTOR warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
2. 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.
3. 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.
4. Compliance with Applicable Law: CONTRACTOR covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. CONTRACTOR covenants that it will conduct no activity or provide any service that is unlawful or offensive.

Section 2. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies as provided below:

For City: Town Manager
 Town of Lauderdale-By-The-Sea
 4501 North Ocean Drive
 Lauderdale-By-The-Sea, FL 33308

Copy to: Town Attorney
 Town of Lauderdale-By-The-Sea

4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308

For Contractor: Edward D. Flack
Kilowatt Electric Company
1700 N.W. 22nd Ave
Pompano Beach, FL 33069

Section 3. Certificates of Insurance. Prior to Contractor's commencement of services pursuant to this Agreement, Contractor shall deliver to Town, in a form acceptable to the Town in its sole discretion, the following documents within 15 days of execution of this Agreement:

- a) All required certificates of insurance as described in the Oakland Park Agreement.

Section 4. Severability. This Agreement sets forth the entire agreement between Contractor and the Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 5. Waiver of Jury Trial. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

TOWN:

TOWN OF LAUDERDALE-BY-THE-SEA

KILOWATT ELECTRIC
COMPANY

Bill Vance, Town Manager

Date: _____

Date: _____

Attest: _____
Tedra Allen, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: November 12, 2019

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Consent

Agenda Section: CONSENT AGENDA

Subject Title:

December 10, 2019 Public Input Workshop Request - Dog Beach Possibilities

Explanation:

Town Staff would like to schedule a Public Input Workshop for 6pm on December 10th to get public input from the residents of the Town in regards to dog beach possibilities.

Recommendation:

Schedule Public Input Workshop for December 6, 2019 at 6pm for the Commission and Residents to have an open discussion regarding Dog Beach Possibilities in the Town.



Town Commission Agenda Item Report

Meeting Date: November 12, 2019

Submitted by: Debbie Hime

Submitting Department: Administration

Item Type: Consent

Agenda Section: CONSENT AGENDA

Subject Title:

Special Event Application from LBTS Restaurants for New Year's Eve Celebration Tuesday, December 31, 2019- Wednesday January 1, 2020 (Debbie Hime, Special Projects Coordinator)

Explanation:

The attached special event application (**Exhibit 1**) has been submitted by ("Applicants"):

1. 101 Ocean
2. Aruba Beach Café
3. Mulligan's Beach Cafe
4. Village Grille/Pump
5. Taco Craft
6. Slide -N
7. Vinnie's

The application is for the annual New Year's Eve Celebration from 5:00 p.m. Tuesday, December 31, 2018 to 1:00 a.m. Wednesday, January 1, 2020. This reoccurring event encompasses the entire two blocks of Commercial Boulevard from A1A to the Pavilion and El Mar Drive from the south to the north alleys.

Event Logistics on Tuesday, Dec. 31 and Wednesday, Jan. 1

No Public Parking in the event area	Tuesday	Noon
Start of Valet service		Noon
Street Closure		Noon
Event Set Up		Noon
Event Start Time		5:00 p.m.
Music Starts	Wednesday	8:00 p.m.
Music Ends/Event Ends		1:00 a.m.
Valet Ends Service		2:00 a.m.
Clean Up Completed /Streets Reopen		4:00 a.m.

The site plans at the end of **(Exhibit 1)** show the proposed set-up by each applicant on the street with tables, chairs and canopy bars.

There will be two stages with live music:

1. At the northeast corner of Anglin's Square on Commercial Blvd and El Mar Drive with "Big Rock Band;" and
2. A1A and Commercial with "The Vintage Band."

Applicants have submitted their Certificate of Insurance (COI), Liquor Liability Insurance, and Temporary Liquor Licenses for the event.

An initial planning meeting was held with all applicants and Town Staff, BSO, Fire Marshal on October 23 and another Applicant meeting is scheduled for November 13 to review the approved site plan, MOT and other logistics to ensure a collective safe and enjoyable experience.

Participants will share financially in the amount of \$6,000.00 for Town services.

The Town will Provide:

Garbage bins, dumpster, barricades and fencing, port-o-lets;

Four Municipal Services staff to empty waste receptacles during the event;

Parking spaces within the event space at no charge;

In order to create a better event experience, Town is contracting with Allied United Event Services (AUES) to consult and provide event access control staff of thirty (30) gate monitors, and access control entry stations will be established. A more defined example of the proposed controlled event space will be provided at the next meeting, after our proposed meeting with the MOT traffic planning company next week;

The Applicants New Year's Eve event artwork (Exhibit 2) with their logos for use for Applicant's marketing purposes in social media and flyers, which will include language such as "No outside alcohol, backpacks, coolers, food tables or chairs allowed in the event space." No fireworks."

Recommendation:

Approve the event upon execution by event participants with the following conditions:

1. The event site shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered so as to not pose a hazard to the public or event staff, or will be battery operated.
2. Road Closings and Parking
3. BSO will develop the MOT plan and participants will follow directives accordingly. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. BSO will finalize an operational plan to address these functions, to include fire rescue and emergency medical services. In addition, the operational plan will stipulate the number of special detail deputies necessary for the safety of the event.
 - a. The Town will post "NO PARKING AFTER 12:00 P.M." signs by 6:00 a.m. on December 31 within the event site so all cars have vacated for the street closure at noon p.m.
 - b. Road closures will commence at noon: Commercial Blvd from A1A to the Pavilion and El Mar Drive from the north alley to the south alley. Setup may begin at this time, and cleanup shall be completed and the streets reopened by 4:00 a.m.
 - c. The Permit Holders may park service vehicles (band's production vehicles) in the southbound El Mar median lane from the north alley to the first median cut from 3:00 pm to midnight.

- d. Fisherman's Pier's Parking Service: Subject to providing the insurance listed in the conditions, the Pier may establish a control point on El Mar at the south alley median cut to manage access to/from the Pier parking lot and charge metered parking at \$10 per 2 hours or \$15 per 4 hours.
- e. Hamilton's Valet Services:
 - a. Valet may post signs and establish a valet station from the public right-of-way on El Mar at the north alley (Spaces 114, 115, 128, 129) from 12:00 p.m. on Dec. 31 until 2:00 a.m. on Jan. 1 to serve the general public and customers of the businesses, and shall not charge more than \$20.00 per vehicle. The valet shall pay the Town \$126 by January 4, 2020. (4 spaces * 14 hours * \$2.25 = \$126).
 - b. To facilitate public valet parking, the valet may use the median lanes on El Mar from El Prado south to the event site from 12:00 p.m. Dec. 31 until 2:00 a.m. Jan. 1. The valet shall provide their own signage and site control and at all times allow free and unrestricted access to properties on El Mar south of El Prado. The valet shall pay the Town \$672 by January 4, 2020 for the use the median parking, which can accommodate about 48 cars (48 cars * 14 hours * \$1.00 per hour = \$672)
 - c. The valet may use the El Mar Parking Lot for premium valet parking. The lot will close to the general public from 12:00 p.m. Dec. 31 until 2:00 a.m. Jan. 1. The valet shall not charge more than \$30 per vehicle in the spaces in the El Mar Lot. The valet shall pay the Town by January 4, 2020 for the estimated lost parking meter revenue, which is 25 spaces * 14 hours * \$2.25 per hour = \$787.50.
 - d. In addition to the required general liability insurance, valet shall provide Garage Keepers Legal Liability insurance naming the Town as additional insured in the amount of \$100,000.00 comprehensive and collision; \$50,000.00 per vehicle and \$1,000.00 deductible.
 - f. Public Parking will be allowed along the median lanes of El Mar Drive outside of the event site. "NO PARKING" signs will be placed along El Mar Drive within 30 feet of each stop sign. Signs must not interfere with vehicle line of site starting at noon and shall be removed by 2:00 a.m. January 1.
 - g. Community Church may provide public parking for this event with the minimum insurance requirements set forth by Town.

4. Municipal Services Staff duties will include:

- a. Emptying the Town's waste receptacles and recycling bins and pick-up litter within the public right of way related to the event area, and
- b. Handling event issues that may arise (street lights, electrical, water, moving of barricades, etc.)
5. Canopies used during the event shall not be larger than 10 x 10' and will not be placed on the sidewalks. A passageway of at least eight (8) feet in width must be maintained on the sidewalks on Commercial Boulevard. All canopies and shall be removed by 2:00 a.m.
6. No open flame devices are allowed in/or under canopies and booth areas. Permit Holders must supply a copy of flame proofing or flame spread rating at least 30 days prior to the event.
7. The Permit Holders shall provide access to bathroom facilities in their businesses for attendees of the event.
8. A five-pound ABC class fire extinguisher shall be at each bar area.
9. The Fire Marshal shall inspect and approve the event layout prior to opening.
10. BSO, Fire and AMR will locate a command post on site.
11. Town shall provide port-o-lets near El Mar Plaza.
12. The Municipal Services Director will determine the number and location of waste and recycling receptacles and dumpster and arrange for the Town's solid waste collection contractor, WastePro, to provide recycling containers and waste receptacles for the event at no cost to the Town or the participating businesses.
13. The Permit Holders shall pick up litter within their service areas, including in the landscaping, within the event site. Town will charge for any cleanup services rendered post event to any benefitting business starting at \$150 if their area is not cleaned to Town standards.
14. The participating businesses may use the Town's utilities for this event at no cost.

15. Live music may be provided from 8:00 p.m. to no later than 1:00 a.m. One stage may be located in Pelican Square (north of the circle) and one stage on Commercial east of A1A. The stage shall control its sound levels so as to not interfere with other venues.
16. All signage will be approved and permitted by Development Services at least 30 days prior to the event.
17. The Permit Holders shall provide written notice to all properties affected by this event by November 30 with the Town's approval prior to distribution.
18. All Fire Marshall and Building Official's related requirements are to be approved prior to event day.
19. Each Permit Holder shall meet the minimum insurance requirements set forth in Ordinance 2015-06, which may be modified by action of the Town Commission for this event as follows:
 - a. Prior to issuance of the requested permit, proof of commercial general liability insurance, whether through a single policy, or a combination of policies, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage.
 - b. No required policy shall have a deductible or self-insurance retention greater than \$15,000. All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance shall provide for the Town to receive thirty (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.
 - c. 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 Permit Holders, then the "sub-permit holder" shall provide insurance and indemnification meeting the requirements of this Section under which the Permit Holder is applying, as if they were the Permit Holder and shall be held responsible for compliance with the Town Code as if the sub-Permit Holder were the Permit Holder.
 - d. The Permit Holders shall each 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.
20. Each Permit Holder wishing to sell alcohol outside of their business shall provide a Temporary Liquor License to the Town by November 30, 2019 that covers the period Dec. 31st and Jan 1st and the required certificate of insurance.
21. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this event or, if applicable, that Permit Holder, 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.
22. No alcohol is permitted outside of the designated event area.
23. The Final Site Plan must be submitted by December 1st for approval by the Town Manager. Any minor modification to the Site Plan must be submitted in writing at least 48 hours in advance of the event.
24. Permit Holders 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 Permit Holders. A Permit Holder may not participate in the event unless all monies due are paid, permits/paperwork received, and code issues resolved 14-days prior to the event.
25. Upon showing by the Permit Holder(s) 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.
26. The Town Manager may approve additional local applicant participating within the event space by the Permit Holders submitting a modification of the Site Plan and the applicant executing an event signature page.
27. The Town Manager may suspend permission for this event due to conflicting activities, for health or safety issues, or for the best interests of the Town.

28. Permission for this event may be suspended or modified by the Commission, Town Manager, or his designated staff.
29. The Town Manager or onsite Town representative may terminate the event or a Permit Holder's participation due to Permit Holders not complying with the terms and conditions of the Town's event permit, for health or safety issues, and for such as, but not limited to, crowds that exceed the capacity of the event site.

Attachments:

1. Special Event Application for 2019 New Year's Eve 12-31-19 and 1-1-20

Exhibit 1



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:


Signature of Applicant

Print Name: STEVEN De Leon

Event Name: NEW Year's Eve 2019



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: New Year's Eve Celebration

Event Purpose, Description and Activities: General Public Special Event

New Event ☐ **or Returning Event** ☒ **Previous Attendance**

Day(s) and Date(s) of Event: Tuesday Dec 31ST 2019 - Wednesday Jan 1ST 2020

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

Commercial Blvd From AIA To The Pavilion & E Mar Drive From North To South Alley Ways

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

Participants: 32 #Spectators 4K #Adult volunteers: NONE

Please complete the following table:

Activity	Day	Time
Start of set-up:	Tuesday	12:00 Pm Noon
Start time of the Event:	Tuesday	5:00 Pm
EVENT		
End time of the Event:	1/1/2020 Wed.	1:00 Am
Start of Clean up:	" "	1:00 Am
Clean-up completed by: (Site restored to original condition)	" "	4:00 Am Approx

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"): Village Grille

Name: Steven DeLeon Aroba - Peggy Mohler 954.772.3347
Mailing address: 4404 El Mar Dr 101 Oceans - Anthony D'Elia - 954.776.8101
Phone: 954-776-5840 Mulligans - Maria & Peter - 954.256.3222
Email: Mobile phone: 305.773.5519
Steve-deleon@hotmail.com Vinnies - Vincent - 954.772.8111
Fax: Slide - N. ERIC - 954.526.4444
Taco Craft - Mark - 786.395.9910

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

Name(s):
Mailing address:
Phone: Mobile phone:
Evening phone: Fax:
Email:

Add information as necessary:

Will you have an event contractor or planner? Self

☒ YES ☐ NO

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

Name: All others Company Name:
Business Address: Same as above 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: Same as previous year, Waive Application Fee

Waive El Mar Drive and Commercial Blvd Event Site Parking Fee, one Dumpster
25 Trash Bins, Town Employee's Help Trash Removal & Clean up, Portapotties

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 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:

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:

yes Proposed amplified sound/speaker system:

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

yes Planned recorded music

no 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: Waste Pro

Email:

Address: 3101 NW 16 Ter.

Daytime phone: Pompano Beach, FL

Mobile phone:

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 Department 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: NONE
Canopies: 20 10'x10'
Stages: 2 16'x20'
Bleachers: NONE 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:

NO Electrical power:
NO Water:
NO Gas, propane, BBQ grills, generators:
NO 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
Downtown Area From AIA Comm. Blvd TO Aruba + North South Elmar Drive From Alleyway TO Alleyway
If yes, indicate the streets and blocks and times the closure is requested:

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: BSD

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.

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. *Yes, Will be working with Chief Palmer*

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: *Yes*

Village Grille, Azuba, 101 Oceans, Molligans, Vinnies, Taco Craft, Slide-N

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

None

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?
If yes, please give details:

YES NO

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?
List items for sale:

YES NO

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:

NO BALLOONS RELEASED

When balloons are released over the ocean, they become a major source of pollution and significantly increase the mortality rate among sea turtles, birds and other marine life. Sea turtles and fish often mistake the balloons for jellyfish, eat them and die when their stomachs become blocked. Birds can become entangled in the balloon strings and drown. To help reduce the threats caused by balloons, I agree that there will be no release of balloons at this event and I have been informed that the release of balloons is illegal under Florida Statute 379.233. Balloons may be used for decorations at an event but they must either be deflated or taken home at the end of the event, NEVER released into the air. Failure to abide by this requirement will result in the cancellation of the current Event and denial of future special event permits.

I agree no balloons will be released



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 lf

INSURANCE

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

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

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

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

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

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

YES NO

EVENT CONDITIONS

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

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

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

1. Permission for this Event may be suspended or modified by the Commission, Town Manager or his designated Staff.
2. 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 30 feet.
3. Setup of the Event will start at about 2pm and the area will be cleaned and open by 4am
4. 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.

5. The Police Chief shall approve the Applicant's Maintenance of Traffic Plan (MOT), if one is required.
6. 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. The Applicant shall provide additional waste receptacles and recycling bins. During the event as needed and at the end of the event, the Applicant shall empty all of the waste receptacles and recycling bins and pick up litter within the event site and 100 feet of the site.
7. All signage will be approved and permitted with Development Services at least 30 days prior to the event
8. All related Fire Marshall and Building Official's related requirements have been approved
9. Provide proof of additional restroom facilities ordered at least 30 days prior to event
10. The event and its approved 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.
11. The event site shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered so as to not pose a hazard to the public or event staff, or will be battery operated.
12. Parking Requirements have been identified, fees paid and listed on site plan
13. 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.
14. Clean up Deposit may be imposed, based on the final Site Plan, and due two weeks prior to the event.
15. Clean up fee starting at \$150 will be charged if area is not cleaned to Town standards.
16. Final Site Plan must be presented for approval at least 48 hours in advance of the event.
17. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
18. A Damage Deposit may be imposed, based on size of event and location.
19. There will be no release of balloons at this Event.
20. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
21. Upon showing by the Applicant of a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special Events.
22. The Applicant shall meet the following minimum insurance requirements per Ordinance 2015-06, which may be modified by action of the Town Commission for a specific Event:
 - a) Prior to issuance of the requested permit, proof of commercial general liability insurance, whether through a single policy, or a combination of policies, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage.
 - b) No required policy shall have a deductible or self-insurance retention greater than \$15,000.
 - c) 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 shall provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any Event, the Applicants shall be held responsible for providing the Town notice of any change in insurance coverage. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement shall be issued as part of any required policies. The Applicants shall provide an original certificate of insurance as evidence of continued coverage prior to any annual renewal of the permit. Failure

to comply with these requirements shall justify a denial, suspension or revocation of the requested approval by the Town Manager or designee.

- d) In the Event that control of any applicable Event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Applicant (the "sub-applicant"), the sub-applicant shall provide insurance and indemnification meeting the requirements of this Section under which the Applicant is applying, as if they were the Applicant and shall be held responsible for compliance with the Town Code as if the sub-applicant were the Applicant.
 - e) If applicable, at least thirty (30) days prior to the first Event, the Applicants shall provide a Certificate of Liquor 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, 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.
23. In the Event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this 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.
24. Applicant shall owe no monies to the Town at the time of the Event. There shall be no past due fines, moneys, fees, taxes or other charges owed to the Town by the current or past property owners or operators requesting the special Event permit. A special Event permit will not be issued until all past due debts to the Town are paid in full.
25. 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 permit, due to conflicting activities, for health or safety issues, or for the best interests of the Town.
26. 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): Date: _____	Property owner's Signature (required): Date: _____
Applicant's (Print information below) Name: <u>STEVEN DELEON</u> Title: <u>OWNER</u> Organization: <u>Village Grille</u> Telephone: <u>954-776-5840</u> Mobile: <u>305-773-5519</u> Email: <u>STEVE-deleon@btmail.com</u>	Property Owner's (Print information below) Name: _____ Title: _____ Organization: _____ Telephone: _____ Mobile: _____ Email: _____
STATE OF FLORIDA: COUNTY OF BROWARD:	STATE OF FLORIDA: COUNTY OF BROWARD:
SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by <u>STEVEN DELEON</u> who is personally known to me/provided <u>AKA</u> 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: <u>12/22/21</u>  Notary Public, State of Florida	My Commission Expires: _____ _____ Notary Public, State of Florida



SITE PLAN DETAILS

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

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

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

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

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

Location:

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

Public Services:

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

Hazard/ Precautions:

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

Event:

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

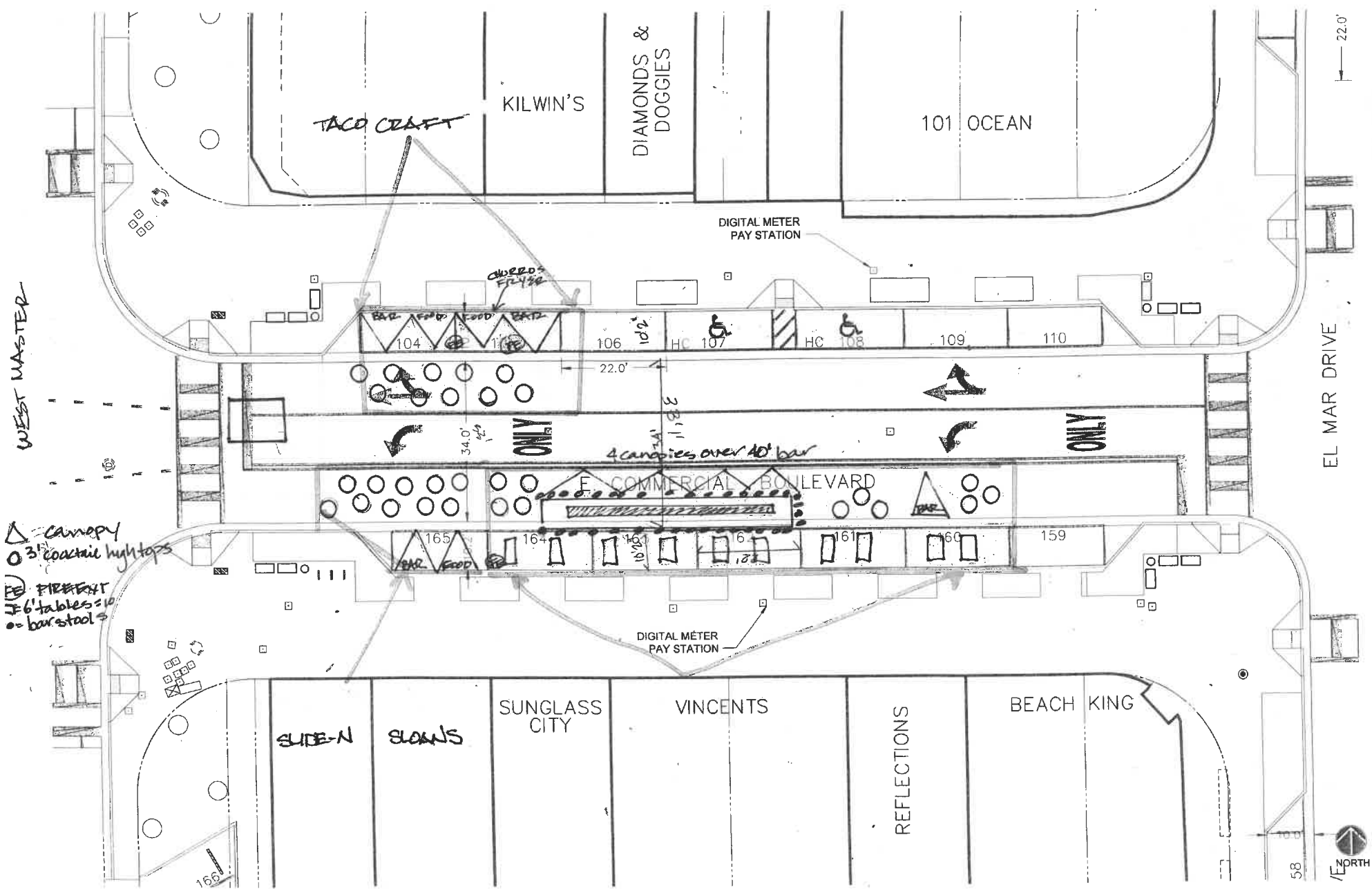
Parking:

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

Code or Security Enforcement (paid by Event)

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

15-1
WEST
MID TO EL MAR
MASTER



WEST MASTER

△ canopy
○ 3' cocktail high tops
□ 6' tables x 10'
● bar stools

EL MAR DRIVE



Applicant's Certification

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

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

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


Applicant's Signature (required)

10/8/19
Date

Steven DeLeon Village Belle
Applicant's Printed Name and Title/Organization

Telephone Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

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


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





Town Commission Agenda Item Report

Meeting Date: November 12, 2019

Submitted by: Ken Rubach

Submitting Department: Municipal Services

Item Type: Discussion Item

Agenda Section: OLD BUSINESS

Subject Title:

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

Explanation:

Staff has set out exploring several options for EV Charging Stations. ChargePoint currently stands out as they currently have 75% of the US market share for charging stations as well as they provide a full solution meaning they maintain the hardware, software and app for their stations.

We can either purchase the stations for approximately \$3,000-6,000 per machine or they offer a program called ChargePoint as a Service (CPaaS). CPaaS is essentially a turnkey solution whereby Chargepoint handles the installation and maintenance of the machines including any replacement that is necessary due to damage or defects. All software updates are included and they provide all the customer service support to the users. In this scenario the Town would only need to provide the conduit and wiring. This cost \$100 per port a month, typically these machines would be equipped with dual ports meaning the cost would be \$200 per month or \$2,400 a year per machine. We would be allowed with either option to “brand” the machine with customize logos and text.



Below are highlights of the program they offer; more details can be found in the attached exhibits.

- Level II Chargers- These chargers provide up to 25 RPH (miles of Range Per Hour)
- ChargePoint's app provides users the station location as well as the ability to pay directly via the app. ChargePoint processes the payments on our behalf then transfers the funds to the Town.
- Control Access- Having the ability to dictate who can use the stations and when.
- Set Pricing for the drivers and adjust rates depending on time. Meaning you can charge a different rate after a certain amount of time in order to prevent someone from parking and leaving their car there all day. We would also be able to charge for parking and determine the price that is paid to charge.
- Generate Utilization Reports and reporting for sustainability managers. Giving full visibility into the unique drivers, duration of charges, and greenhouse emissions saved.
- Wait listing- Driver notifications to let drivers know when their charge is done and when the next user can use the station.
- 24/7 Driver Support- ChargePoint has an office in Scottsdale, AZ to ensure that our drivers can speak to a live human at any time, any day or at any circumstance in order to help EV drivers.

Recommendation:

Staff is seeking direction from the Commission if they would like to move onto the next phase of the process which is determining locations for the stations.

Attachments:

1. Data Sheet for CPaaS
2. CT4000 Charging Station
3. ChargePoint Information Sheet

ChargePoint as a Service

Description and Ordering Information

ChargePoint as a Service (CPaaS) is the easiest way for businesses to provide comprehensive electric vehicle (EV) charging solutions.

You're probably familiar with other "as a Service" models, such as Software as a Service (SaaS), which offer access to smart solutions at a reduced cost through subscription pricing. These on-demand business models enable organizations to move fast and maintain a competitive edge.

ChargePoint brings all the benefits of this popular concept to charging solutions. Because we retain ownership, we are able to provide everything you need for a low annual fee once your site is prepared.

Hardware, software, installation and setup are included to get you up and running as quickly as possible. Ongoing support for businesses, drivers and stations means low overhead and high uptime.

- + Easiest way to add EV Charging
- + Lowest cost of entry
- + Future-proof against technical obsolescence
- + Predictable operation and maintenance costs
- + Conserve CapEx funds and use annual OpEx funds to pay for your charging infrastructure
- + Highest quality, most comprehensive solutions available



Highlights

Feature		Description
Flexible terms of service		1, 3 and 5 year options to fit any business model
Pre Installation	Site plan and evaluation	We provide site plan and evaluation for you at no additional charge, ensuring that your site setup will support your business objectives.
	Site qualification survey	Ensures a properly designed installation.
During	Delivery, installation and setup included	Once the site is ready, your work is done. ChargePoint takes care of delivery, installation and setup to get you up and running as quickly as possible.

	Station installation and validation services	Ensures that your charging solutions are properly installed and validated.
	Activation and configuration	Ensures you can meet your charging goals with help setting up smart features, including pricing, access controls, administration rights, advertisements and much more.
	Access control	Empowers station managers to specify who can plug into their stations and when.
Ongoing	Unlimited station configuration and policy changes	Our team makes unlimited station configuration and policy changes for you, meaning that our solution can easily adapt to support any changes to your business model over time.
	Software upgrades	All software upgrades are managed for you, ensuring the latest features are always available.
	Proactive 24x7 hardware monitoring and service dispatch	Ensures minimal downtime. Coverage includes parts and labor for repairs (including vandalism, abuse and accidents), so there are no unanticipated costs to worry about.
	Ongoing operator and driver support	24/7 Driver Support: Assists EV drivers with questions about charging. Station Manager Support: Supports station managers over the phone (5 AM – 6 PM PT) or via email.
	Charging data and analytics	Reports on key station metrics, including status, power and energy use, charging session details and more.
	Always on supported hardware	Confidence against technical obsolescence. We will ensure you are always on supported hardware, replacing if necessary.
Features	Flex Billing	Gives station managers the option to set prices that drivers pay to use their stations. Funds collected from drivers are automatically transferred to a designated bank account once a month.
	Waitlist	Lets drivers get in line to use ChargePoint stations.
	Power Management	Manages available power at a circuit, panel or site level so more charging stations can be installed without upgrading existing electrical facilities; also reduces electricity costs by managing the load.
	Valet services	Maximizes the number of vehicles you can charge in a day without increasing your number of ports. Optimized map proactively alerts valets to swap out fully charged vehicles for cars that need charging.
	Automatic station software updates	Downloads software upgrades over the air so the latest features and performance enhancements are always available.
	98% annual uptime guarantee	Ensures your stations stay up and running so drivers can charge at your site.

	One-business-day response time	Proactively responds to fix the stations, should there be any issues.
	Labor cost coverage for repairs	Covers the cost of labor and repairs so you don't have to worry about them.
	Dual-Port CT4000 charging station	Delivers 25 miles of range per hour and can charge most electric vehicles in under four hours.
	Two 18-foot charging cables	Allows one station to service up to four parking spaces, regardless of parking style or car size.

Sample Ordering Information

Description	Order Code
ChargePoint as a Service, Dual-Port Station, 5 years	CPAAS-DUAL-5
ChargePoint as a Service, Dual-Port Station, 3 years	CPAAS-DUAL-3
ChargePoint as a Service, Dual-Port Station, 1 year	CPAAS-DUAL-1



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CT4000 Level 2 Commercial Charging Station

Specifications and Ordering Information

Ordering Information

Specify model number followed by the applicable code(s).
The order code sequence is: **Model-Options. Software, Services**
and **Misc** are ordered as separate line items.

Hardware

Description		Order Code
Model	1830 mm (6 ft) Single Port Bollard Mount	CT4011-GW1
	1830 mm (6 ft) Dual Port Bollard Mount	CT4021-GW1
	1830 mm (6 ft) Single Port Wall Mount	CT4013-GW1
	1830 mm (6 ft) Dual Port Wall Mount	CT4023-GW1
	2440 mm (8 ft) Dual Port Bollard Mount	CT4025-GW1
	2440 mm (8 ft) Dual Port Wall Mount	CT4027-GW1
Included	Integral Modem - North America	-GW1
Misc	Power Management Kit	CT4000-PMGMT
	Bollard Concrete Mounting Kit	CT4001-CCM

Note: All CT4000 stations include Integral Modem -GW1.

Software & Services

Description	Order Code
ChargePoint Commercial Service Plan	CPCLD-COMMERCIAL- <i>n</i> *
ChargePoint Enterprise Plan	CPCLD-ENTERPRISE- <i>n</i> *
ChargePoint Assure	CT4000-ASSURE <i>n</i> *
Station Activation and Configuration	CPSUPPORT-ACTIVE
ChargePoint Station Installation and Validation	CT4000-INSTALLVALID

Note: All CT4000 stations require a network service plan per port.

*Substitute *n* for desired years (1, 2, 3, 4, or 5 years).

Order Code Examples

If ordering this	the order code is
1830 mm (6 ft) Dual Port Bollard Networked Station with Concrete Mounting Kit	CT4021-GW1 CT4001-CCM
ChargePoint Commercial Service Plan, 3 Year Subscription	CPCLD-COMMERCIAL-5
ChargePoint Station Installation and Validation	CT4000-INSTALLVALID
3 Years of Assure Coverage	CT4000-ASSURE5
1830 mm (6 ft) Single Port Wall Mount Networked Station	CT4013-GW1
ChargePoint Commercial Service Plan, 5 Year Subscription	CPCLD-COMMERCIAL-5
5 Years of Assure Coverage	CT4000-ASSURE5
Station Activation and Configuration	CPSUPPORT-ACTIVE

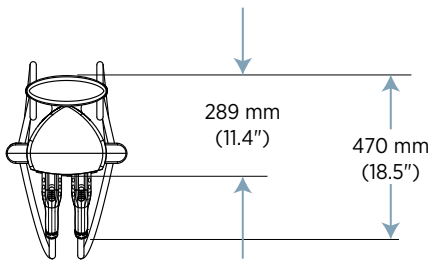


CT4021

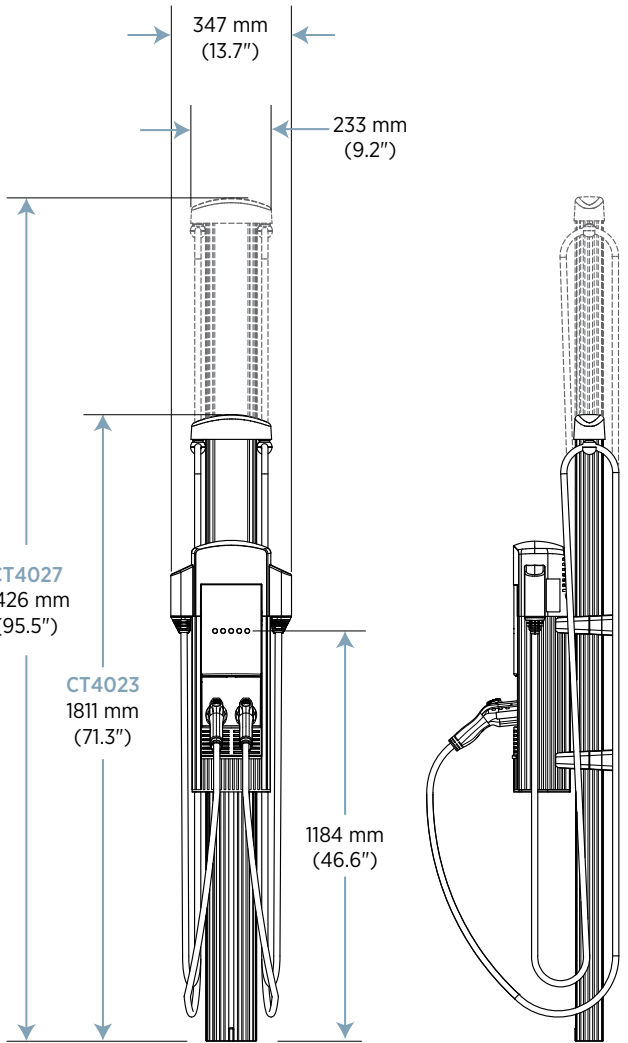
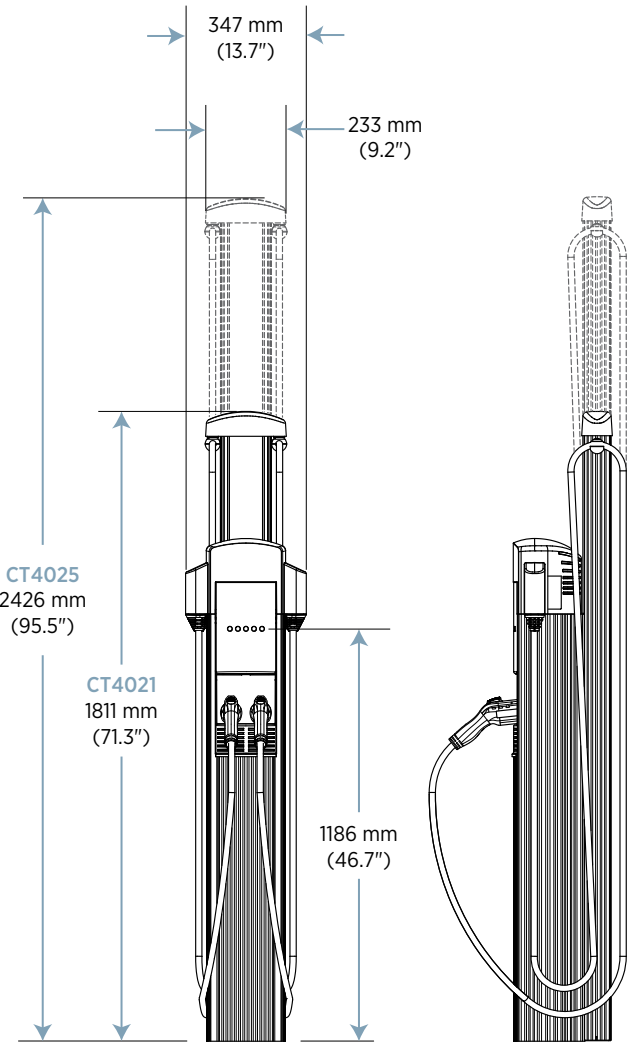
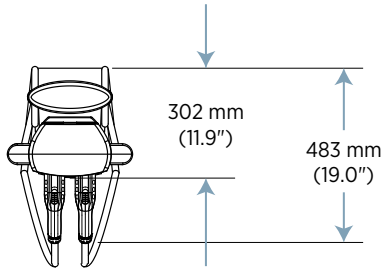


The First
ENERGY STAR®
Certified EV Charger

CT4021 1830 mm (6')
CT4025 2440 mm (8')
Bollard



CT4023 1830 mm (6')
CT4027 2440 mm (8')
Wall Mount



CT4000 Family Specifications

Electrical Input	Single Port (AC Voltage 208/240V AC)			Dual Port (AC Voltage 208/240V AC)		
	Input Current	Input Power Connection	Required Service Panel Breaker	input Current	Input Power Connection	Required Service Panel Breaker
Standard	30A	One 40A branch circuit	40A dual pole (non-GFCI type)	30A x 2	Two independent 40A branch circuits	40A dual pole (non-GFCI type) x 2
Standard Power Share	n/a	n/a	n/a	32A	One 40A branch circuit	40A dual pole (non-GFCI type)
Power Select 24A	24A	One 30A branch circuit	30A dual pole (non-GFCI type)	24A x 2	Two independent 30A branch circuits	30A dual pole (non-GFCI type) x 2
Power Select 24A Power Share	n/a	n/a	n/a	24A	One 30A branch circuit	30A dual pole (non-GFCI type)
Power Select 16A	16A	One 20A branch circuit	20A dual pole (non-GFCI type)	16A x 2	Two independent 20A branch circuits	20A dual pole (non-GFCI type) x 2
Power Select 16A Power Share	n/a	n/a	n/a	16A	One 20A branch circuit	20A dual pole (non-GFCI type)
Service Panel GFCI	Do not provide external GFCI as it may conflict with internal GFCI (CCID)					
Wiring - Standard	3-wire (L1, L2, Earth)			5-wire (L1, L1, L2, L2, Earth)		
Wiring - Power Share	n/a			3-wire (L1, L2, Earth)		
Station Power	8 W typical (standby), 15 W maximum (operation)					

Electrical Output

Standard	7.2 kW (240V AC @ 30A)	7.2 kW (240V AC @ 30A) x 2
Standard Power Share	n/a	7.2 kW (240V AC @ 30A) x 1 or 3.8 kW (240V AC @ 16A) x 2
Power Select 24A	5.8 kW (240V AC @ 24A)	5.8 kW (240V AC @ 24A) x 2
Power Select 24A Power Share	n/a	5.8 kW (240V AC @ 24A) x 1 or 2.9 kW (240V AC @ 12A) x 2
Power Select 16A	3.8 kW (240V AC @ 16A)	3.8 kW (240V AC @ 16A) x 2
Power Select 24A Power Share	n/a	3.8 kW (240V AC @ 16A) x 1 or 1.9 kW (240V AC @ 8A) x 2

Functional Interfaces

Connector(s) Type	SAE J1772™	SAE J1772™ x 2
Cable Length - 1830 mm (6 ft) Cable Management	5.5 m (18 ft)	5.5 m (18 ft) x 2
Cable Length - 2440 mm (8 ft) Cable Management	n/a	7 m (23 ft)
Overhead Cable Management System	Yes	
LCD Display	145 mm (5.7 in) full color, 640 x 480, 30 fps full motion video, active matrix, UV protected	
Card Reader	ISO 15693, ISO 14443, NFC	
Locking Holster	Yes	Yes x 2

Safety and Connectivity Features

Ground Fault Detection	20 mA CCID with auto retry
Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection
Plug-Out Detection	Power terminated per SAE J1772™ specifications
Power Measurement Accuracy	+/- 2% from 2% to full scale (30A)
Power Report/Store Interval	15 minute, aligned to hour
Local Area Network	2.4 GHz WiFi (802.11 b/g/n)
Wide Area Network	LTE Category 4

Safety and Operational Ratings

Enclosure Rating	Type 3R per UL 50E
Safety Compliance	UL listed and cUL certified; complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625
Surge Protection	6 kV @ 3,000A. In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.
EMC Compliance	FCC Part 15 Class A
Operating Temperature	-40°C to 50°C (-40°F to 122°F)
Storage Temperature	-40°C to 60°C (-40°F to 140°F)
Non-Operating Temperature	-40°C to 60°C (-40°F to 140°F)
Operating Humidity	Up to 85% @ 50°C (122°F) non-condensing
Non-Operating Humidity	Up to 95% @ 50°C (122°F) non-condensing
Terminal Block Temperature Rating	105°C (221°F)
Network	All stations include integral LTE modem and will be automatically configured to operate as gateway or non-gateway as needed

ChargePoint, Inc. reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that may appear in this document.

Contact Us

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ChargePoint Facts: February 2019

World's Leading and Most Open Electric Vehicle (EV) Charging Network

- More than 59,963 total charging spots and more than 1,000 Express DC fast spots
- More than 50,283,358 charges delivered
- Drivers plug into a ChargePoint® network approximately every 2.0 seconds
- Drivers have avoided more than 53,761,506 gallons of gas, 170,895,838 kgs of CO₂ emissions and 179,890,355 kgs of GHG emissions
- More than 1,284,900,000 electric miles have been driven on the ChargePoint Network
- ChargePoint stations have dispensed more than 428,400 Megawatt hours (MWh) of electric fuel

Reliability

- 24x7 driver support
- 24x7 centralized station monitoring
- Remote diagnosis, repair, and upgrade of stations
- Smartphone support on Android and iPhone

Awards

2018

- Global Cleantech Hall of Fame

2017

- East Bay Clean Cities, Clean Air Champion Award
- Architizer A+ Award Popular Choice Winner: Smart Home Category
- Electrek Best of CES 2017: Best EV Accessory



2016

- Edison Awards: Silver in the Electric Energy & Propulsion Systems category
- Climate Change Business Journal: Business Model Innovation for Energy and Carbon Management



**MOMENTUM
FOR CHANGE**

2015

- United Nations: Momentum for Change
- Goldman Sachs: 100 Most Intriguing Entrepreneurs
- Verizon: Supplier Award for Environmental Excellence
- Smart Grid Today: 2015 Smart Grid Pioneer
- Global Cleantech 100 winner for 6 years running



2014

- CNBC: Disruptor 50: The End of the Gas Station?
- Sustainia: World's 100 Leading Sustainability Innovations



2013

- Pike Research: Top electric vehicle charging station manufacturer
- World Economic Forum: "Technology Pioneer" Winner
- Green Parking Council: "Sustainability Leadership Pioneer"



2012

- AlwaysOn: Top 200 green tech companies
- Winner Sustainia100, a top sustainable solution announced at the Rio+20 conference
- "The Green Garage" races into The Tech Museum, display



2011

- Top ranking and top overall score in Pike Research report of the EV supply equipment industry;



2010

- Time Magazine: 50 Best Inventions



Partners

Car Makers: BMW, Cadillac, Chevrolet, Daimler, Energica, Fiat, Hyundai, Nissan, Mercedes-Benz, smart USA, Toyota and Volkswagen

In-vehicle and hand-held navigation systems: BMW, Fiat, Nissan, Airbiquity, SiriusXM, TomTom and MapQuest

EVSE suppliers with ChargePoint stations: BMW i DC Fast Charger, Efacec, Fuji Electric, Leviton, Nissan and Schneider Electric

For More Information

www.chargepoint.com/about

www.chargepoint.com/contact

info@chargepoint.com

Customers

Employers

3M, Adobe, Astra Zeneca, Computer Associates, Compuware, Dell, eBay, Facebook, GM, Google, Johnson & Johnson, LinkedIn, MasterCard, Microsoft, Netflix, SAP, Whirlpool and hundreds more.



Retail & Hospitality

Bellevue Square (WA), Best Western, Courtyard by Marriott, Fashion Island Shopping Center (CA), Hyatt, Kohl's, Meijer, McDonald's, Safeway, Sheraton Hotels & Resorts, South Coast Plaza, Starwood Hotels & Resorts, Target, The Ritz-Carlton, Whole Foods and hundreds more.



Cities

San Francisco, San Jose, New York, San Antonio, Boston, Orlando, Bellevue, Tampa, Detroit, Washington DC, Grand Rapids, Baltimore and many more.



Government

US Department of the Treasury, Department of Transportation (DC, NY, NC, fleet services), US General Services Administration (VA), Department of Public Works (DC, MA), Port Authority (MA), Transit Authority (MD) and many more.

Utilities

North America: Alliant Energy, Austin Energy, ComEd, CPS Energy, Consumer's Energy, Duke Energy, Enmax, Florida Power & Light, Georgia Power, Kansas City Power & Light, Madison Gas & Electric, National Grid, Orlando Utilities Commission, Ontario Power Generation, Portland General Electric (PGE), Tampa Electric (TECO), and many more.

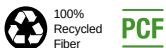
Regional & National Parking Service Providers

Edison Properties, Icon Parking, Central Parking, and Sylvan Parking in New

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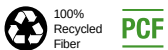


York, Priority Parking in San Francisco and
Sacramento, InterPark (major cities nationwide),
Ace Parking in San Jose and many more.

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Town Commission Agenda Item Report

Meeting Date: November 12, 2019

Submitted by: Ken Rubach

Submitting Department: Municipal Services

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title:

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

Explanation:

At the direction of the Commission staff has begun to explore options to perform the El Mar Drive Project using town resources. The main items of focus for the project are sidewalks, storm/sewer, roadway resurfacing, and lighting. The Town Engineer had prepared a rough initial cost estimate which exceeds the dollar threshold allowed by the Florida Consultants Competitive Negotiation Act ("CCNA").

The process to select a consultant to provide engineering design services is set forth in Section 287.055 of the Florida Statutes, which is known as the CCNA. The difference between the CCNA process and the Town's normal RFP process is that a CCNA solicitation is a two-part process. First, the Town selects and ranks the most qualified firms. In the second phase, the Town negotiates compensation and a contract with the first the most qualified firm at a compensation that the Town determines is fair, competitive, and reasonable. Should the Town be unable to negotiate a satisfactory contract with the first ranked firm, negotiations with that firm must be formally terminated and the Town may then begin negotiations with the second most qualified firm. If the Town fails to reach an agreement with the second most qualified firm, the Town must terminate negotiations and then may commence negotiations with the third most qualified firm. State law prohibits compensation from being a factor in ranking engineering firms.

In accordance with CCNA, in order to select a design firm for the El Mar Drive Project, the Town must prepare an RFQ and select a design firm based solely on their qualifications rather than factoring in price. Staff is requesting direction from the Commission as to whether they would like to move forward with an RFQ in order to select a design firm for El Mar Drive.

Recommendation:

Authorize the Town Manager to begin the process of preparing an RFQ to comply with the CCNA for selection of a design consultant for the El Mar Drive Project.



Town Commission Agenda Item Report

Meeting Date: November 12, 2019

Submitted by: Ken Rubach

Submitting Department: Municipal Services

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title:

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

Explanation: A Request for Qualifications was opened on August 1st 2017 with Mathews Consulting (now known as Baxter & Woodman) ranked as the #1 firm. At the August 15th 2017 Commission meeting. The Commission authorized Town Manager Bud Bentley to negotiate a contract with Mathews for the design of the Palm Club Sewers. Baxter & Woodman has agreed to hold its rates from our Continuing Services Agreement as stated in the agenda memo. The cost estimate for design that was presented in February 2017 was \$274,330.00 (**Exhibit 1**).

The total updated cost estimate for design under the new agreement is \$382,732 (**Exhibit 3**). The Town Attorney has provided an amended and restated agreement that incorporates all the changes to the original agreement (**Exhibit 4**).

Construction cost estimates for the project are approximately \$3.4 million dollars. Staff has been working with our lobbyist and Representative LaMarca's office to try and secure funding from the state to cover a portion of the project. The Town Manager will provide updates on these efforts as they are available.

This Agreement shall start upon executed and continues until one year after the final completion of construction of the project, unless terminated earlier pursuant to the agreement.

Recommendation: Request Commission approval for Town Manager Bill Vance to execute the amended and restated agreement with Baxter & Woodman as provided by the Town Attorney. \$400,000 was budgeted for the design phase of Palm Club in the CIP Fund.

Attachments:

1. Original 2017 Palm Club Sewer Scope and Fees
2. 2017 Palm Club Agreement with mark ups/comments
3. 2019 Palm Club Agreement
4. Amended and Restated Agreement with Mathews – Palm Club

**AGREEMENT BETWEEN LAUDERDALE- BY- THE- SEA AND MATHEWS
CONSULTING, A BAXTER & WOODMAN COMPANY FOR PROFESSIONAL
ENGINEERING SERVICES**

“PALM CLUB – GRAVITY SEWER SYSTEM”

DATE: February 21, 2017

BACKGROUND

This Agreement is for the performance of engineering services by Mathews Consulting, a Baxter & Woodman Company (MC) pursuant to the Continuing Contract for Professional Engineering Services between Lauderdale-By-The-Sea (LBTS) and MC dated XXXX, 2017 hereafter referred to as the Contract.

The project will consist of providing the residential neighborhood with a conventional gravity sewer system that will collect the wastewater and convey it to one (1) new lift station located near the Marina. Refer to **Exhibit A** for location map of the Palm Club. The lift station force main piping will pump the wastewater to an existing 18-inch force main located in S.R. A1A.

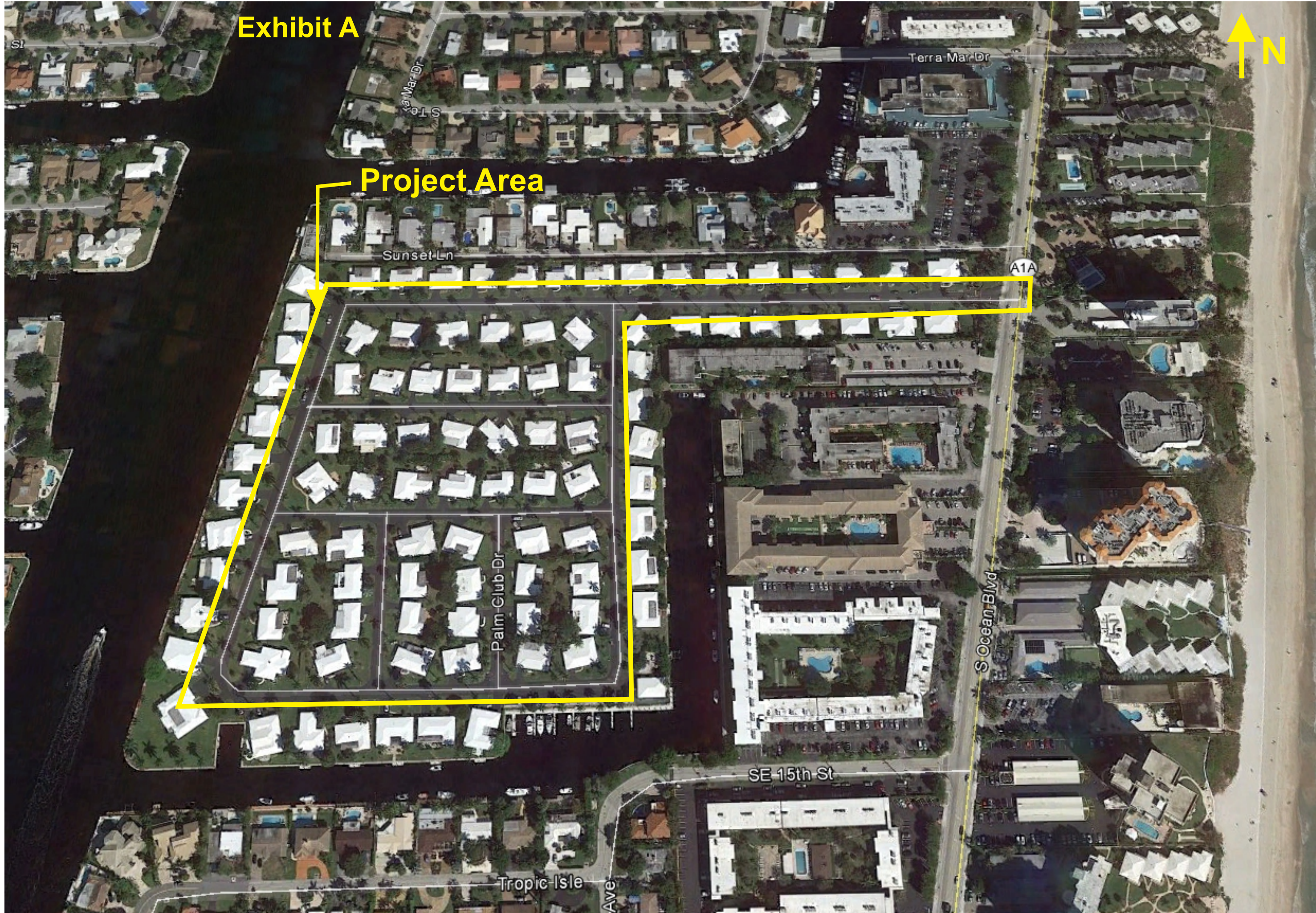
It is anticipated that approximately 100 residential units will be sewered under this project.

The design elements are assumed to include the following:

- One (1) new submersible lift station. The work will include installing a new wet-well, pump components, piping, valve box, valving, and control panel. Pompano Beach lift station details will be used for design purposes. The wet-well will be designed to be constructed by “tremie methods”.
- Electrical design shall be provided for the one (1) lift station. The lift station will have telemetry/RTU. This shall include coordination with FPL service planner in providing service to the lift station location.
- New 4-inch force main. The proposed force main will connect into the 18-inch force main located in S.R. A1A.
- New 8-inch sanitary sewer, manholes, and service laterals in the project area.
- Reconstruction/resurfacing of roadways as required. The existing driveways will not be reconstructed to match the edge of pavement. The Construction Contractor will be required to “feather in the asphalt” to match the edge of pavement and edge of driveway. The roadway in the project is Privately Owned.

SCOPE OF WORK

LBTS has requested comprehensive engineering services from MC to provide data collection, engineering design, permitting, public participation & coordination, bidding assistance, construction administration, and part-time construction inspection services related to the Palm



Club sanitary sewer system. The project is assumed to be bid as a Single Bid Package. Specific project elements include the following:

- Task 1 – Data Collection
- Task 2 – Design Services
- Task 3 – Permitting Services
- Task 4 – Public Participation
- Task 5 – Bidding Assistance
- Task 6 – Construction Administration Services
- Task 7 – Resident Project Representative (part-time)

TASK 1 – DATA COLLECTION

Subtask 1.1 – Survey

Consultant shall provide survey services (NAVD 88) consisting of field topography and horizontal locations referenced by baseline stationing. All existing facilities and utilities within the established project limits will be referenced by baseline station with an offset distance (left or right) from baseline for the project and will include the following:

1. Topography survey at 50-foot intervals and at major ground elevation changes to depict existing ground profile at proposed project area. This shall be accomplished by creating a baseline in the field to collect pertinent data which shall include the following:
 - a. Location of all visible fixed improvements within the project limits, including physical objects, roadway pavement, canals, driveways, sidewalks, curb, trees, signs, fences, power poles, buildings, and other encumbrances, including point of curvature and point of tangency. This also includes the horizontal location of the front two corners of the building on each lot and finished floor elevations.
 - b. Location of all known above and below ground existing utilities: FP&L, BellSouth, Cable TV, Natural Gas, Potable Water (pipe diameter, valves, fire hydrants, and meters), Force Mains (pipe diameter, TOP, and valves), Reclaimed Water Mains (pipe diameter, TOP, and valves), Sanitary Sewer (pipe diameter, manhole inverts and direction, rim elevations, laterals, and clean-outs), Storm Sewers (pipe diameter, manhole inverts and direction, catch basins, and rim/grate elevations), and **all** other accessible structures.
 - c. Identify platted rights-of-way (including bearing and distances for centerline), lot numbers, house address, ownership lines, block numbers and dedicated easements.
 - d. Elevations along road right-of-way or easements shall be indicated every 50 feet, at a minimum, to indicate centerline grades, edge of pavement grades, and shoulder grades, low points, and all right-of-way or easement lines. Intermediate grades shall be indicated at all grade breaks, driveways, sidewalks and 10 feet beyond R-O-W/Easement lines.
 - e. Provide and reference benchmarks at **maximum 600-foot intervals**. Elevations to be referenced to an existing established City or County Benchmark.
 - f. Complete survey of proposed lift stations site.

- g. The above topographical survey data will be prepared in AutoCAD (Version 2016) format at a scale of 1"=20', as one continuous file. Mathews Consulting standard layering system shall be used.

Subtask 1.2 – Pipeline Corridor Analysis

Field reconnaissance of the pipeline corridor shall be performed. Photograph log walk-through will be included. Potential existing conflicts will be identified.

Subtask 1.3 – Coordination with Property Owners

The property owners will be asked to furnish information on the location of any septic tanks, drain fields, clean-outs and/or location along their property line where they would prefer the sewer service line constructed. A blank sketch of the lot will be provided for the property owner to record the information requested. The LBTS will send the sketch with instructions that direct the property owner to return the septic tank map directly to the LBTS. The LBTS will provide the sketches to MC in a timely manner. The gathered information will be used to locate and show on the plans the existing septic tank/drain fields and the preferred sewer service line location. Property owners that do not respond to the questionnaire will be visited by LBTS personnel in order to obtain the information and that information will then be provided to MC to incorporate into the plans in a timely manner.

Subtask 1.5 – Subsurface Investigations

MC shall furnish the services of a professional geotechnical firm to provide a geotechnical evaluation of the project area, and have 10 soil borings (9 borings to an average depth of 15-ft., and 1 boring to an average depth of 30-ft.) done for soil strata identification and to determine the ground water level as part of the project.

Subtask 1.6 – Field Verification (soft-digs)

MC shall furnish the services of a professional underground services company to provide underground field locations (e.g. soft-digs) of affected utilities in the project area. The work shall consist of measuring and recording the approximate horizontal location of up to twenty-five (25) utility locations.

Subtask 1.7 – Field Verification (utility targeting)

The professional underground services company shall also provide subsurface utility targeting in the project area. The work shall consist of conducting a thorough electronic search for buried utility systems. The investigation will be accomplished using active and passive type utility detection gear that detects induced or naturally occurring energy fields present on conductive utilities. Field sheets will be generated that show the location, trend and configuration of utilities detected.

TASK 2 – DESIGN SERVICES

Design shall consist of preparation of Contract Specifications, Contract Drawings (plan/profile), and Construction Cost Opinion.

Subtask 2.1 Construction Documents

Preparation of construction documents shall include contract drawings and technical specifications. Contract drawings shall include: cover sheet, general notes, plan/profile drawings, pavement sections, lift station drawings, and miscellaneous detail sheets. The drawing scale shall be 1-inch equals 20 feet for pipeline plan and 1-inch equals 2 feet for pipeline profile. MC shall prepare the engineering design elements on topographic survey information in an AutoCAD release 2016 format. Contract documents shall include: “front-end” documents and technical specifications and shall conform to Pompano Beach Standards. (The “front-end” documents shall only be submitted with the 75% and 100% technical specifications).

Drawings and specifications (four copies) shall be submitted for LBTS/Pompano Beach review at 50% (plan view only), 75% (plan/profile) and 100% (plan/profile) stages. MC shall meet with the LBTS to discuss comments, and incorporate comments into final documents. MC shall furnish with the 100% design drawings, one (1) set of AutoCAD Version 2016 files in electronic format on CD.

Subtask 2.2 Construction Cost Opinion

Preparation of construction cost opinion at 50%, 75% and 100% design stages. The construction cost opinion shall reflect changes in general scope, extent or character of design requirements incorporated during the various design review stages.

Subtask 2.3 Design Meetings

MC shall attend “kick-off” meeting and three (3) design review meetings (50%, 75% and 100%) with the LBTS and provide a written summary of the issues discussed.

Subtask 2.4 Quality Assurance

MC shall provide internal QA/QC reviews on the 50%, 75% and 100% Design Documents (e.g. drawings, specifications, and cost estimates).

TASK 3 – PERMITTING PHASE

During the Design Phase, MC shall meet with the potential permitting and other interested agencies to determine all potential permitting requirements. Agencies anticipated having interest in project include: Broward County Health Department (BCHD) and FDOT.

Permit applications shall be completed as required for BCHD (**Task 3.1**):

- Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System.

Permit applications shall be completed as required for FDOT (**Task 3.2**):

- Utility Permit for all FDOT roads in project area (S.R. A1A).
Associated permit application fees shall be determined by MC and paid by LBTS.

In addition to preparing the permit applications for appropriate regulatory agencies, MC shall assist the LBTS in consultations with the appropriate authorities. Consultation services shall include the following:

- Attend up to one (1) pre-application meeting with the staff of each of the agencies.
- Attend up to one (1) meeting with each of the agencies during review of the final permit applications.
- Respond to request(s) for additional information from each agency.

TASK 4 - PUBLIC PARTICIPATION & COORDINATION

Subtask 4.1 Public Participation Program

MC shall attend up to two (2) meetings prior to construction with the homeowners in the project area. The meeting shall be coordinated by the LBTS and one of the meetings shall also be attended by the Contractor. This will also include assistance with the development of presentation materials for the public meeting for the affected residents.

TASK 5 – BIDDING ASSISTANCE

Subtask 5.1 Bid Advertisement

MC shall assist LBTS in advertising for and obtaining bids or negotiating proposals for construction (including materials, equipment and labor). It is anticipated that work shall be awarded under a single construction contract. MC shall provide up to fifteen (15) sets of bid documents in PDF format on CDs. MC shall receive and process deposits for bidding documents and shall maintain a record of prospective bidders to whom bidding documents have been issued.

Subtask 5.2 Pre-Bid Conference

MC shall conduct pre-bid conference in conjunction with LBTS staff and provide a written summary of issues discussed.

Subtask 5.3 Bid Clarification/Addenda

MC shall issue addenda and shall provide supplemental information or clarification, as appropriate, to interpret, clarify, or expand the bidding documents to all prospective bidders during the bid period.

Subtask 5.4 Contract Award

MC shall conduct the bid opening and prepare bid tabulation. MC shall assist LBTS in evaluating bids and proposals, including reference checks. MC shall submit to LBTS written recommendation concerning contract award to the lowest responsive responsible bidder.

Subtask 5.5 Conformed Contract Documents

Prepare conformed Contract Documents for use by the Contractor and LBTS during construction.

TASK 6 – CONSTRUCTION ADMINISTRATION SERVICES

The general administration services during construction of the Palm Club Sanitary Sewer System project shall include the following tasks:

Subtask 6.1 Preconstruction Conference

MC shall attend a preconstruction conference with representatives of LBTS, contractors and major subcontractors for the construction contract. MC shall prepare, in writing, minutes of conference.

Subtask 6.2 Submittal Review

MC shall review and process shop drawings, samples, schedules, certifications, O&M Manuals, and any other data which the construction contractor is required to submit. The review will be for general conformance with the design intent and compliance with the construction contract documents. Review of up to 60 submittals (which includes submittals and re-submittals, if required) is included in the budget for this subtask. Consultant will submit reviewed shop drawings/submittals to LBTS for their records.

Subtask 6.3 Pay Estimate/Schedule Review

Based on onsite observations as an experienced and qualified design professional and on review of Contractor applications for payment and accompanying data and schedules, determine the amounts owing to the Contractor and recommend, in writing, payments to Contractor in such amounts. Review of stored materials, items and invoices as required. This also includes monitoring the construction schedule monthly and reporting to the LBTS conditions which may cause delays in completion.

Subtask 6.4 Construction Clarifications

Respond in writing to Contractor's Request for Information (RFI) regarding design documents during the 8-month construction period. A total of 15 RFI responses have been included in this task. MC shall issue interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor. Those interpretations will be rendered and a response prepared and submitted to the Contractor within 3 to 5 working days.

Subtask 6.5 Review Change Orders

Provide services in connection with preparing change orders to reflect changes to the construction project, limited to minor changes requested by Contractor. Analysis of major design modifications, including the preparation of significant Drawing revisions, are not included, and may require additional authorization.

Subtask 6.6 Progress Meetings

MC shall conduct monthly construction progress meetings (estimated 8 meetings) to be held at an acceptable location and provide a written summary of the issues discussed.

Subtask 6.7 Coordination w/ Resident Complaints

MC shall coordinate with the Resident Complaints during the 8-month construction time-frame. This will include attending any Homeowner's Meetings to give an update on the construction of the project.

Subtask 6.8 Construction Administration

MC's Construction Manager shall provide all construction administration required for the contract and shall make periodic field inspections to observe progress of the work and to provide coordination with the Contractor and his field personnel. This task assumes 2 hrs/week will be provided during the 8 month construction duration.

Subtask 6.9 Startup/Testing, Certification of Construction Completion

MC shall provide startup and testing services for the project, including witnessing lift station pump and system performance testing, electrical & controls testing, and other startups needed to demonstrate successful operation of the system.

MC shall certify to the Florida Department of Environmental Protection and FDOT based on the visible project features, MC's part-time inspections, and review of the testing reports, that the project was constructed in accordance with the plans and specifications submitted in the permit applications.

Subtask 6.10 Substantial and Final Inspections

MC shall conduct a substantial and final inspection with the LBTS and Contractor to determine if the project has been completed in accordance with the contract documents and if the construction contractor has fulfilled his obligations thereunder. A punch-list will be prepared for each inspection (substantial and final) for the project. MC shall recommend, in writing, final acceptance of the work to the LBTS. LBTS may, at LBTS's option proceed to make final payment to the construction contractor.

TASK 7 – RESIDENT PROJECT REPRESENTATIVE SERVICES

The Construction Inspections phase services to be provided by the Consultant include the following:

1. Provide a Part-Time Construction Inspector (20 hours/week) during the construction of the work in a total period of not-to-exceed 8 months / 176 working days (for a total of 704 hours) for the construction contract. MC will provide inspections on Monday thru Friday (4 hrs each day). Activities performed under this task consist of furnishing a Construction Inspector during the construction of the project, to observe the quality of the work by the Contractor, who will:
 - Serve as Consultant's liaison with construction contractor, working principally through the contractor's construction manager and assist him in understanding the intent of the contract documents.

- Conduct on-site observations of the work in progress to assist in determining if the work is proceeding in accordance with the contract documents and that completed work conforms to the contract documents. Report, in writing, whenever Consultant believes that work is unsatisfactory, faulty or defective, or does not conform to the contract documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment.
- Accompany visiting inspectors representing public or regulatory agencies having jurisdiction over the project. Record, in writing, the outcome of these inspections and report same to LBTS.
- Consider and evaluate construction contractor's suggestions for modifications in drawings or specifications and report them to LBTS, in writing. MC shall make recommendation for action by the LBTS.
- Review Contractor As-Built information on a monthly basis to confirm proper updates are being made.
- Observe all flushing and testing of the pipe.
- Provide start-up assistance for the lift station.

LIMITATIONS OF AUTHORITY

Except upon written instructions of Engineer, Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on Engineer's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors or Construction Manager, or expedite the Work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
6. Shall not participate in specialized field or laboratory tests.

ADDITIONAL SERVICES

MC shall provide additional engineering as requested by the LBTS for engineering services that are not covered under this Scope of Work. Services shall be reimbursed in accordance with Mathews Consulting's fee schedule included in Exhibit C. Services performed under this task will be on as-directed basis in accordance with a written Notice-to-Proceed from LBTS. The Notice-to-Proceed issued shall contain the following information and requirements.

- A detailed description of the work to be undertaken.

- A budget establishing the amount of the fee to be paid in accordance with the Agreement.
- A time established for completion of the work.

ASSUMPTIONS

Work described herein is based upon the assumptions listed below. If conditions differ from those assumed in a manner that will affect schedule or Scope of Work, MC shall advise LBTS in writing of the magnitude of the required adjustments. Changes in completion schedule or compensation to MC will be negotiated with LBTS. Services to be provided by the LBTS and other related key assumptions include:

1. MC assumes that all existing and proposed infrastructure pipeline alignments are within Private Roads and FDOT, rights-of-way.
2. LBTS will be responsible for acquisition of easements (including temporary construction easements), if required. Surveying and legal work necessary to prepare document for and to secure easements (temporary and permanent) required for installation of the piping and improvements is the responsibility of the LBTS.
3. LBTS will provide MC record drawings of all available existing facilities in the project area.
4. City of Pompano Beach will provide MC with 24-hour pressure reading at an existing ARV in the vicinity of the proposed FM tie-in location.
5. LBTS will locate LBTS facilities and provide available record information as necessary.
6. MC assumes construction duration of 8 months.
7. Contractor shall be responsible for preparing Record Drawings.
8. A single bidding effort is assumed. Re-bidding of the project is considered an Additional Services item not currently included in this Scope of Work.
9. The design is to be based on the federal, state and local codes and standards in effect at the beginning of the project. Revisions required for compliance with any subsequent changes to those regulations is considered an Additional Services Item not currently included in this Scope of Work.
10. MC assumes that there are no contaminated soils or groundwater in the project area.
11. MC assumes the project area is not on Sovereign Submerged Land.
12. LBTS is responsible for all permitting fees, including costs of public notification in local newspapers.
13. Scope does not include decommissioning existing septic tanks and drain fields.
14. Scope does not include services for addressing a bid protest or for rebid of the project.
15. Assisting the LBTS in the settlement of construction contract claims is considered Additional Services and is not included in this Scope of Services

CONTRACT PERFORMANCE

COMPLETION DATES

The duration of major work tasks (calendar days) are as indicated on the Project Schedule shown in **Exhibit B**.

SUMMARY OF PROPOSED FEES

Proposed labor costs and associated expenses for engineering services (Lump Sum) are tabulated below and detailed in **Exhibit C**.

ENGINEERING SERVICES

ENGINEERING FEE

Task 1 – Data Collection	\$48,360.00
Task 2 – Design Services	\$73,670.00
Task 3 – Permitting Services	\$4,790.00
Task 4 – Public Participation/Coordination	\$4,050.00
Task 5 – Bidding Assistance	\$5,100.00
Task 6 – Construction Administration Services	\$52,885.00
Task 7 – Resident Project Representative	\$73,475.00
Reimbursables	\$12,000.00

TOTAL ENGINEERING SERVICES

\$ 274,330.00

DELIVERABLES

TASKS	DELIVERABLES	QUANTITY
1. Construction Document Production	50% Drawings & Specs 75% Drawings & Specs 100% Drawings & Specs Cost Estimate @ 50%, 75% & 100%	3 – Sets (22" x 34") + PDF 3 – Sets (22" x 34") + PDF 3 – Sets (22" x 34") + PDF 3 – Sets + PDF
2. Bidding Services	Bidding Sets Addenda if required	15- Sets (PDF CDs) As required
3. Permitting Services	Permit Applications (BCHD, FDOT)	3 – Sets each Permit
4. Construction Services	LBTS Sets Contractor Sets	3 – Sets (22" x 34") + PDF 4 – Sets (22" x 34") + PDF

IN WITNESS WHEREOF, the parties have made and executed this agreement as of the date written below.

TOWN OF LAUDERDALE-BY-THE-SEA

Witnesses:

Date

Executed: _____

By: _____

MATHEWS CONSULTING,
A BAXTER & WOODMAN COMPANY

Witnesses:

Date

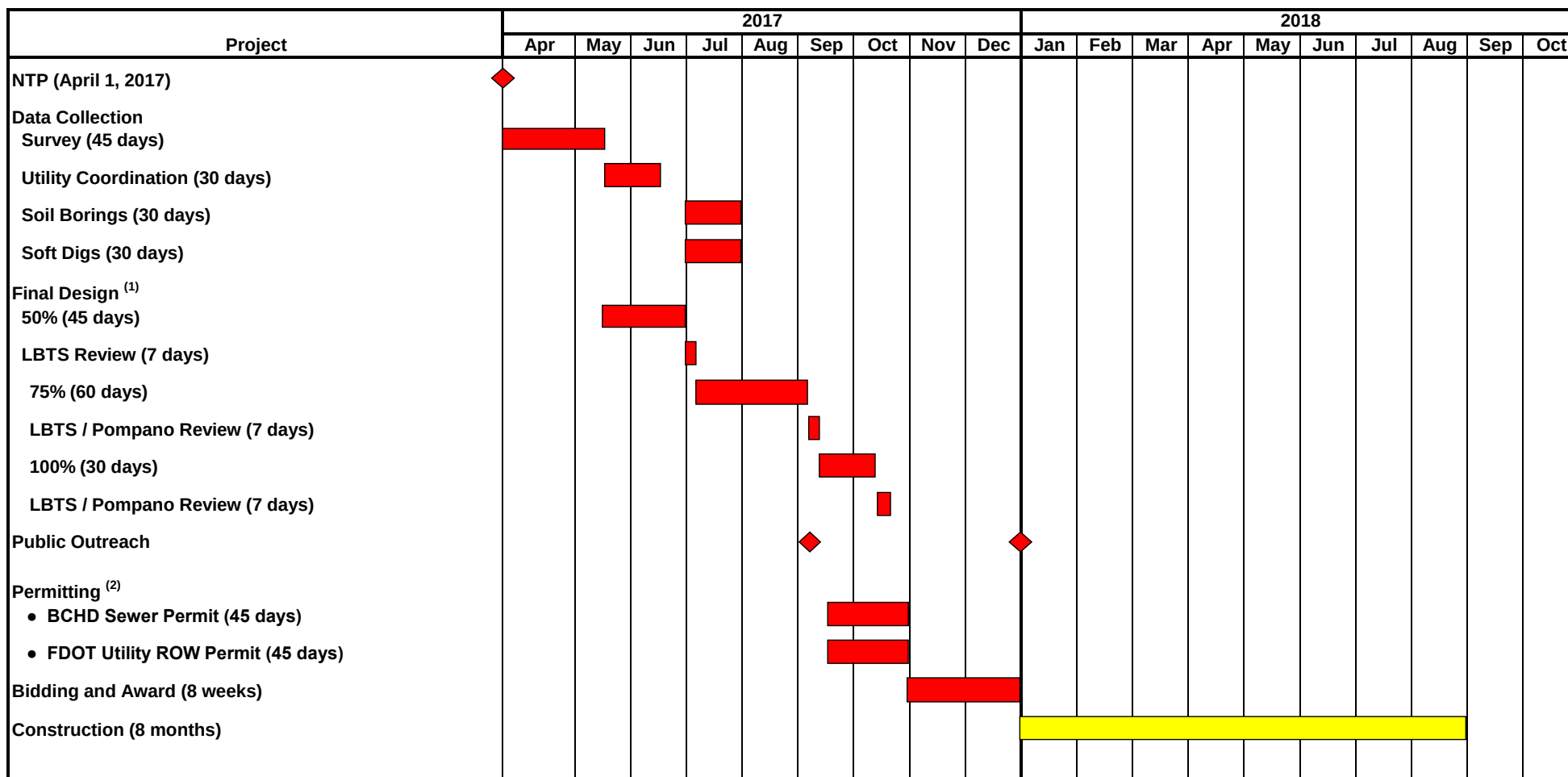
Executed: _____

By: _____

David L. Mathews, P.E., Vice President Date

EXHIBIT B

Palm Club Gravity Sewer System - Project Schedule



Notes:

(1) The design schedule is based upon conducting a review meeting within 7 calendar days after LBTS receives the submittal. All review comments shall be provided to MC within 7 calendar days after LBTS receives the submittal. An adjustment to the overall schedule will be required in case the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

(2) Estimated based upon usual regulatory agency review period.



EXHIBIT C

Palm Club - Gravity Sewer System
Budget Summary for Mathews Consulting, a Baxter & Woodman Company

Task No.	Task Description	Labor Classification and Hourly Rates									
		Principal \$170.00	Senior Engineer III \$160.00	Senior Engineer II \$135.00	Engineer I \$110.00	CAD Technician III \$115.00	Construction Manager \$125.00	Construction Inspector \$100.00	Clerical \$70.00	Total Labor	Sub- Consultant Services
1	Data Collection										
1.1	Survey		4			4				\$1,100.00	\$21,750.00
1.2	Pipeline Corridor Analysis			5						\$675.00	
1.3	Coordination with Property Owners		8			2				\$1,510.00	
1.4	Subsurface Investigations (Soil Borings)	1		2		2				\$670.00	\$6,000.00
1.5	Field Verification (soft-digs)	2								\$340.00	\$7,500.00
1.6	Field Verification (utility targeting)	2								\$340.00	\$4,500.00
	Subtotal Task 1	5	12	7	0	8	0	0	0	\$4,635.00	\$39,750.00
2	Design										
2.1a	50% Drawings & Specifications	10	15		30	40			8	\$12,560.00	
2.1b	75% Drawings & Specifications	10	25		50	90			8	\$22,110.00	
2.1c	100% Drawings & Specifications	10	20		25	75			8	\$16,835.00	
2.1e	Electrical Design (50%, 75%, 100%)		15	40		25				\$10,675.00	
2.2	Construction Cost Opinion (50%, 75%, 100%)	4	4		30					\$4,620.00	
2.3	Design Meetings	4	12		12					\$3,920.00	
2.4	Quality Assurance	10					10			\$2,950.00	
	Subtotal Task 2	48	91	40	147	230	10	0	24	\$73,670.00	\$0.00
3	Permitting										
3.1	BCHD Sewer & Lift Station Permit	2	8		4	2			2	\$2,430.00	
3.2	FDOT Utility R-O-W Permit	2	8		4	2			1	\$2,360.00	
	Subtotal Task 3	4	16	0	8	4	0	0	3	\$4,790.00	\$0.00
4	Public Participation										
4.1	Homeowners Meetings (total of 2)	1	12			4	12			\$4,050.00	
	Subtotal Task 4	1	12	0	0	4	12	0	0	\$4,050.00	
5	Bidding Assistance										
5.1	Assist in Bid Advertisement	2							2	\$480.00	
5.2	Pre-Bid Conference	3		3						\$915.00	
5.3	Bid Clarification/Addenda	2	4						2	\$1,120.00	
5.4	Contract Award	2		2			5			\$1,235.00	
5.5	Conformed Contract Documents	4				4			3	\$1,350.00	
	Subtotal Task 5	13	4	5	0	4	5	0	7	\$5,100.00	\$0.00
6	Construction Administration Services										
6.1	Preconstruction Conference	2					8			\$1,340.00	
6.2	Submittal Review		20		5		50		40	\$12,800.00	
6.3	Pay Estimate/Schedule Review						20			\$2,500.00	
6.4	Construction Clarifications						30		3	\$3,960.00	
6.5	Review Change Orders		12				25		2	\$5,185.00	
6.6	Progress Meetings						40			\$5,000.00	
6.7	Coordination w/ Resident Complaints						40			\$5,000.00	
6.8	Construction Administration						96			\$12,000.00	
6.9	Startup/Testing, Certification of Construction Completion	4	4				8		2	\$2,460.00	
6.10	Substantial and Final Inspections						20		2	\$2,640.00	
	Subtotal Task 6	6	36	0	5	0	337	0	49	\$52,885.00	
7	Construction Inspections										
7.1	Inspections (20 hrs/wk (8 months))							704		\$70,400.00	
7.2	Electrical Inspections & L.S. Start-Up		15	5						\$3,075.00	
	Subtotal Task 7	0	15	5	0	0	0	704	0	\$73,475.00	\$0.00
	Labor Subtotal Hours	77	186	57	160	250	364	704	83		\$39,750.00
	Labor Subtotal	\$13,090	\$29,760	\$7,695	\$17,600	\$28,750	\$45,500	\$70,400	\$5,810	\$218,605.00	
	Labor Total Costs	\$218,605									
	Subconsultant Costs Total	\$39,750									
	Subconsultant Multiplier	1.1									
	Subconsultant Total	\$43,725									
	Reimbursables	\$12,000									
	Project Total	\$274,330									

PALM CLUB SANITARY SEWER DESIGN AGREEMENT



**LAUDERDALE
BY • THE • SEA**

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Exhibit 1. Request for Qualifications No. 17-06-01

Exhibit 2. Consultant’s response to the RFQ

Exhibit 3. Standard Work Authorization

Exhibit 4. Professional Services Fees

PALM CLUB SANITARY SEWER DESIGN AGREEMENT

Between

TOWN OF LAUDERDALE-BY-THE-SEA

And

Mathews Consulting, a Baxter & Woodman Company

THIS AGREEMENT (the “**PALM CLUB SANITARY SEWER DESIGN AGREEMENT**” or **Agreement**”) is made between the Town of Lauderdale-By-The-Sea, Florida, a Florida municipal corporation (the “**TOWN**”) and Mathews Consulting, a Baxter & Woodman Company, an Illinois corporation authorized to do business in the State of Florida, (the “**CONSULTANT**”), whose principal place of business is 477 South Rosemary Avenue, Suite 300, West Palm Beach, FL 33401.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the TOWN issued RFQ No. 17-06-01 for Palm Club Sanitary Sewer Design Services (the “RFQ”) and selected the CONSULTANT to provide professional engineering services for the design of the Palm Club sewer system for the Town.

WHEREAS, the CONSULTANT is willing and able to perform such professional services for the TOWN within the basic terms and conditions set forth in this Agreement; and

WHEREAS, on August 15, 2017, the Town Commission ratified the ranking of the proposals and authorized the Town Manager to negotiate an agreement with the CONSULTANT; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and CONSULTANT agree as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and are incorporated herein.

SECTION 2. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning. Additional definitions provided for in the RFQ are also incorporated herein.

- 2.1 **Contract Documents** refers to this Agreement, the Request for Qualifications No. 17-06-01 (RFQ), attached hereto and incorporated herein as **Exhibit 1**, CONSULTANT’s response to the RFQ, opened August 1, 2017, attached hereto and incorporated herein as **Exhibit 2**, all specifications, Certificate(s) of Insurance, Work Authorizations and all written amendments issued on or after the effective date of this Agreement.

In the event of conflict among the various components of the Contract Documents, the following shall govern in the following order: this Agreement, any written amendments

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thereto, the RFQ (**Exhibit 1**), CONSULTANT's Proposal (**Exhibit 2**), and Work Authorizations.

- 2.2 **Compensation** means the total amount paid by the TOWN for the CONSULTANT's professional services pursuant to an executed Work Authorization, exclusive of Reimbursable Expenses.
- 2.3 **Project** means the installation of a new sanitary sewer system for the Palm Club located in 1400 block of South Ocean Drive. The Palm Club consists of approximately 100 residential units that will be connected to the TOWN of Pompano Beach 18-inch force main located on the west side of South Ocean Drive.
- 2.4 **Reimbursable Expenses** means the expenses directly attributable to the Work Authorization that are not Compensation in the Work Authorization, but that the TOWN agrees in writing will be costs the TOWN will reimburse to the CONSULTANT. Reimbursable Expenses may include, application and permit fees paid for securing approval of authorities having jurisdiction over the Work Authorization; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings and other documents specified the Work Authorization; travel expenses as provided in Paragraph 3.4 of this Agreement. Travel Expenses are not a reimbursed expense unless CONSULTANT has secured advance written authorization for such travel from the Town Manager.
- 2.5 **Subcontractor Fee** means the direct and actual cost of the subcontractor with no markup, as reflected by actual invoices of the subcontractor.

SECTION 3. WORK AUTHORIZATIONS/SCOPE OF SERVICES/COMPENSATION

- 3.1 In accordance with the Consultants' Competitive Negotiation Act (**CCNA**), the CONSULTANT shall provide professional services to the TOWN for projects that are specified in Work Authorizations that may be approved from time to time by either the Town Commission or Town Manager as authorized by this Section 3. The TOWN reserves the right to select one or more firms to perform any specific project.
- 3.2 When the need for additional services for this project occurs, the Town Manager may, in his or her sole discretion, enter into negotiations with the CONSULTANT for a Work Authorization under the terms and conditions of this Agreement. The TOWN shall initiate said negotiations by providing the CONSULTANT with a "Scope of Services Request," requesting from the CONSULTANT a proposal to provide such professional services. The CONSULTANT shall prepare a proposal that addresses those subjects specified in subsection 3.3 (a) through (f). The Town Manager or designated representative and CONSULTANT shall negotiate the terms of the Work Authorization in accordance with the provisions of this Section 3. Each Work Authorization shall be deemed to incorporated into this PALM CLUB SANITARY SEWER DESIGN AGREEMENT by this reference.
- 3.3 The TOWN and CONSULTANT shall utilize the TOWN's standard Work Authorization document, a copy of which is attached as **Exhibit 3**, to set forth, among other things, the following:

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- A. The Scope of Services;
 - B. The tasks to be performed, including any deliverables;
 - C. The schedule to perform various tasks identified and the completion date of the entire scope of services;
 - D. The amount of Compensation and the proposed payment schedule;
 - E. The name of the CONSULTANT'S Project Manager and any subcontractors assigned to the Work Authorization; and
 - F. Any other details necessary to accomplish the specific project.
- 3.4 Travel Expenses, whether within or outside of Broward County, and whether to the specific project or otherwise, are not a reimbursed expense unless CONSULTANT has secured advance written authorization for such travel from the Town Manager. All approved travel expenses will be reimbursed in accordance with the TOWN's adopted travel policy.
- 3.5 The Compensation for a Work Authorization may be a lump sum or based on hourly rates with a maximum amount of Compensation that may not be exceeded without additional approval from the TOWN.
- 3.6 If the Town Manager determines that the CONSULTANT's services for a particular project are needed on an hourly basis, in lieu of a lump sum Compensation package, the CONSULTANT shall charge the TOWN for professional services at the hourly rates set forth in **Exhibit 4**, which is attached and incorporated into this Agreement. The Work Authorization shall specify that the CONSULTANT's services shall be provided on an hourly basis with a maximum amount of Compensation that may not be exceeded without additional approval from the TOWN.
- 3.7 CONSULTANT will invoice the TOWN on a monthly basis for services rendered the previous month, or less frequently as the Work Authorization provides. The invoice shall identify work completed, by whom and the percentage of the Work Authorization completed. Additionally, the invoice shall include a line item reflecting retainage as applicable.
- After receipt of the invoice, the Town shall notify CONSULTANT of any discrepancies or disputed items on the invoice. The TOWN may request additional information, including but not limited to, all invoices, time records, expense records, accounting records and payment records of CONSULTANT. The TOWN shall pay the CONSULTANT the undisputed portion of the invoice within thirty (30) days of receipt of the invoice.
- The Town Manager shall make a final determination regarding any disputed portion of the invoice within forty-five (45) days of receipt of the invoice during which time the Town Manager or designee shall meet with the CONSULTANT to seek resolution of the disputed billing.

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- 3.8 Retainage: The TOWN reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONSULTANT until the Project is completed. For projects that are divided into several phases, any retainage shall be withheld and may be released individually for each phase of the Project at TOWN's discretion. Said retainage may be withheld at the sole discretion of the Town Manager and as security for the successful completion of the CONSULTANT'S duties and responsibilities under the Work Authorization.
- 3.9 The professional services to be rendered by the CONSULTANT shall commence within three days of the execution of the applicable Work Authorization unless provided otherwise in the Work Authorization. Performance of work by CONSULTANT prior to execution of a Work Authorization shall be at CONSULTANT's sole risk. Time is of the essence with regard to this Agreement and any Work Authorization issued hereunder.
- 3.10 The Town Manager is authorized to negotiate and execute a Work Authorization for services in which the CONSULTANT'S services do not exceed \$15,000.00. Any services exceeding \$15,000.00 require Town Commission approval. Should the Town Commission formally increase the Town Manager's authority to execute Work Authorizations, this Agreement shall automatically be adjusted to reflect that higher authority level.
- 3.11 In the event that a Work Authorization for design is based on budgeted funds available for a project, the following shall apply: Should the lowest responsible, responsive proposal or bid submitted by a third party for construction of a project designed by CONSULTANT exceed the CONSULTANT's final written estimate of construction costs ("Final Estimate") by 10% or more, CONSULTANT, at no additional cost to the TOWN, shall provide value engineering and redesign as necessary to reduce construction costs to be within 10% of the Final Estimate.

SECTION 4. TERM/TERMINATION

- 4.1 **Term of Agreement.** This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until one year after the final completion of construction of the Project or final payment is made to CONSULTANT, unless terminated earlier pursuant to this Agreement.
- 4.2 **Termination For Convenience.** The TOWN shall have the right at any time to terminate this Agreement for any reason whatsoever or without reason, upon thirty (30) calendar days' written notice to CONSULTANT. If any such termination notice is provided by the TOWN, the CONSULTANT shall immediately cease work on any Work Authorizations issued under this Agreement upon receipt of the notice from the TOWN. In the event the TOWN terminates the Agreement as provided for herein through no fault of the CONSULTANT, the TOWN shall pay to the CONSULTANT for work completed pursuant to this Agreement to the satisfaction of the TOWN, its reasonable documented costs actually incurred as of the date of the termination notice. Under no circumstances shall the TOWN make payment of profit for services that have not been performed.

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- 4.3 **Termination For Cause.** This Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its 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, the CONSULTANT shall indemnify and hold the TOWN harmless against any loss pertaining to such termination. In the event that the CONSULTANT 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 4.2 and the provisions of Section 4.2 shall apply.
- 4.4 **Non-Exclusive Agreement.** Notwithstanding the provisions of this Agreement, the Town Manager may issue requests for proposals at any time and may utilize the services of any other CONSULTANT retained by the TOWN under PALM CLUB SANITARY SEWER DESIGN AGREEMENT for the same or similar services. Nothing in this Agreement shall be construed to give the CONSULTANT a right to perform services for a specific project.
- 4.5 **Town Right to Extend.** At the sole discretion of the Town Manager, this Agreement may be extended for a period of up to ninety (90) days beyond the specified expiration date in Section 4.1 if such extension is deemed by the Town Manager to be in the best interest of the Town. Extensions beyond ninety (90) days must be approved by the Town Commission.
- 4.6 **Town Right to Withhold.** Notwithstanding any provision of this Agreement to the contrary, Town Manager, may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to Town Manager. The amount withheld shall not be subject to payment of interest by Town.
- 4.7 **Materiality and Waiver of Breach.** TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. TOWN'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

SECTION 5. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

- 5.1 **Change Order Defined.** A Change Order shall mean a written order to the CONSULTANT executed by the TOWN and CONSULTANT, issued after execution of a Work Authorization, authorizing and directing a change in the work to be provided or an adjustment in the Compensation or the completion time, or any combination thereof.

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A Work Authorization shall only be modified by an executed Change Order or the issuance of a new Work Authorization.

- 5.2 **Effect of Executed Change Order.** The execution of a Change Order by the TOWN and the CONSULTANT shall constitute conclusive evidence of the CONSULTANT and the TOWN's agreement to the ordered changes in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The CONSULTANT, by executing the Change Order, waives and forever releases any claim against the TOWN for additional time or Compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order. The CONSULTANT agrees that no claim for delay damages shall be asserted against the TOWN and hereby waives the right to assert any such claim.

SECTION 6. SURVIVAL OF PROVISIONS

Any terms or conditions of either this Agreement or any subsequent Work Authorization that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

SECTION 7. TOWN'S RESPONSIBILITIES

- 7.1 TOWN shall assist CONSULTANT by providing CONSULTANT with available information that is pertinent to the Work Authorization as may be requested in writing by the CONSULTANT and allow reasonable access to pertinent information relating to the services to be performed by CONSULTANT.
- 7.2 TOWN shall provide CONSULTANT access to TOWN property as required for CONSULTANT to perform services under this Agreement or any Work Authorization.

SECTION 8. ETHICS/PUBLIC ENTITY CRIMES ACT

- 8.1 The applicable code of ethics from the state professional organization of the CONSULTANT's professional discipline shall be incorporated in this Agreement by this reference. For example, for engineers, the code of ethics of the Florida Engineering Society shall be incorporated in this Agreement by this reference. If there is not a code of ethics from the state professional organization, then the code of ethics from the national professional organization shall be incorporated.
- 8.2 CONSULTANT warrants and represents that its employees shall abide by the applicable provisions of the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes, and Broward County Code of Ethics (County Code Section 1-19), as they may be amended from time to time.
- 8.3 No officer or employee of the Town of Lauderdale-By-The-Sea, Florida, during his or her term of employment or for one year thereafter, shall have any interest, direct or

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indirect, in this Agreement or the proceeds thereof. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.

- 8.4 CONSULTANT represents that the execution of this agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a CONSULTANT, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to TOWN, may not submit a bid on a contract with TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to TOWN, may not be awarded or perform work as a CONSULTANT, supplier, subcontractor, or consultant under a contract with TOWN, and may not transact any business with TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from TOWN'S competitive procurement activities. In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

SECTION 9. POLICY OF NON-DISCRIMINATION/WAGES/THIRD PARTY BENEFICIARIES

- 9.1 The CONSULTANT shall comply with all federal, state, and local laws and ordinances applicable to the work or services provided under this Agreement or any Work Authorization and shall not engage in or commit any discriminatory practice against any person based on race, color, religion, sex, sexual orientation, age, marital status, national origin, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery in the performance of work under this Agreement or a Work Authorization.
- 9.2 If a specific project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, CONSULTANT shall be required to comply with such provisions.
- 9.3 Third Party Beneficiaries. Neither CONSULTANT nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties

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expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

SECTION 10. OWNERSHIP OF DOCUMENTS/DELIVERABLES

- 10.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the TOWN or furnished by the CONSULTANT pursuant to any Work Authorization shall become the property of the TOWN, whether the Work Authorization for which they are made is completed or not, and shall be delivered by CONSULTANT to the TOWN within 10 calendar days after written notice requesting delivery of such documents. In no event shall the CONSULTANT use or permit to be used, any of the documents, without the TOWN'S prior written authorization.
- 10.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the CONSULTANT for a Work Authorization shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the TOWN.
- 10.3 All final plans and documents prepared by the CONSULTANT shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida and date approved and/or sealed.
- 10.4 All deliverables should be provided in hard copy format as well as electronic format to the TOWN. Drawings should be provided in CADD and PDF, spread sheets in Microsoft Excel, and written documentation in Microsoft Word. The date of submittal to the TOWN shall be deemed to be the later of delivery of hard copies or delivery of electronic copies as applicable.
- 10.5 CONSULTANT agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONSULTANT receives reimbursement for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CONSULTANT.

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SECTION 11. RECORDS/AUDITS

- 11.1 CONSULTANT shall maintain and require subcontractors to maintain, complete and correct records, books, documents, papers and accounts pertaining to each Work Authorization and any work performed in connection with this Agreement. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the Town Manager or any authorized TOWN representative with reasonable notice and shall be kept for a period of five (5) years after the completion of each Work Authorization or such longer time as may be required by applicable law. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by, or reimbursement to, the TOWN of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the TOWN.
- 11.2 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.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

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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.

- 11.3 Refusal of the CONSULTANT to comply with the provisions of Sections 11.1 or 11.2 shall be grounds for immediate termination for cause by the TOWN of this Agreement or any Work Authorization.

SECTION 12. NO CONTINGENT FEE

CONSULTANT warrants that 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. In the event the CONSULTANT violates this provision, the TOWN shall have the right to terminate this Agreement or any Work Authorization, without liability, and at its sole discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. INDEPENDENT CONTRACTOR

The CONSULTANT is an independent contractor under this Agreement and any Work Authorizations. Services provided by the CONSULTANT shall be by employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement or any Work Authorizations shall be those of the CONSULTANT.

SECTION 14. ASSIGNMENT; AMENDMENTS

- 14.1 This Agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the TOWN, which may be withheld in the TOWN's sole discretion.
- 14.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 15. INDEMNIFICATION/HOLD HARMLESS

- 15.1 The CONSULTANT shall indemnify and hold harmless the TOWN and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to,

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reasonable attorneys' fees, to the extent such liabilities, damages, losses, or costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT or any persons employed or utilized by the CONSULTANT in the performance of this Agreement or any Work Authorization.

- 15.2 CONSULTANT acknowledges that specific consideration has been paid or will be paid under this Agreement and each Work Authorization for the above hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 16.

SECTION 16. INSURANCE

The CONSULTANT shall secure and maintain throughout the duration of this Agreement and any Work Authorization, insurance of such type and in such amounts necessary to protect its interest and the interest of the TOWN against hazards or risks of loss as specified below. The insurance coverage shall be primary insurance with respect to the CONSULTANT, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the CONSULTANT'S insurance and shall not contribute to the CONSULTANT'S insurance. The following minimum insurance coverage requirements shall apply on a per Project basis:

- 16.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for Statutory Limits as required by applicable State and Federal laws. Employers Liability Limits shall be no lower than \$500,000 each accident, \$500,000 each employee (disease), \$500,000 disease (policy limit).
- 16.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the TOWN and the CONSULTANT against claims for injuries to members of the public and/or damages to property of others arising from the CONSULTANT'S use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, Hired & Non Owned Auto Liability. Defense Costs must be 'outside the limits' of liability.
- 16.3 **Comprehensive General Liability.** This insurance shall be written on a "per occurrence" basis only in comprehensive form and shall protect the TOWN and the CONSULTANT against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONSULTANT or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000 per occurrence combined single limit, or \$1,000,000 per occurrence/\$2,000,000 general aggregate for Bodily Injury and Property Damage and general aggregate for Products/Completed Operations. Comprehensive General Liability insurance shall include endorsements for property damage; personal injury, contractual

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liability; completed operations; products liability and independent CONSULTANTs coverage. Defense Costs must be 'outside the limits' of liability.

- 16.4 **Professional Liability:** \$1,000,000 per incident. If coverage is written on a claims-made form, the retroactive date of coverage shall be no later than the inception date of the claims made coverage, unless the prior act policy was extended indefinitely to cover prior period acts. Provisions shall be made to provide coverage beyond the policy year, when necessary. Defense Costs must be 'outside the limits' of liability.

At the Town's sole discretion, the requirement for professional liability insurance may be waived in certain limited circumstances based on the nature of a specific project.

- 16.5 **Certificate of Insurance:** Concurrent with the execution of this Agreement and prior to the execution of a Work Authorization, the CONSULTANT shall provide the TOWN an original Certificate of Insurance documenting compliance with each required insurance policy. The TOWN is to be specifically included as an Additional Insured for General Liability and Auto Liability of the CONSULTANT resulting from operations performed by or on behalf of TOWN in performance of this or any Work Authorization. The General Liability Additional Insured Endorsement MUST include 'Completed Operations' using the latest version of CG 20 37 04 13 - Additional Insured-owners, lessees, or consultants - **Completed Operations** & CG 20 10 04 13 Additional Insured-owners, lessees or consultant's - scheduled person or organization. Each Certificates of Insurance shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the TOWN before any policy or coverage is cancelled or restricted. CONSULTANT's proposed insurance coverage is subject to approval of the Town Manager, in the Town Manager's sole discretion.

CONSULTANT'S insurance, including that applicable to the TOWN as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the TOWN shall be in excess of and shall not contribute to CONSULTANT'S insurance. CONSULTANT'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

- 16.6 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The CONSULTANT shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The Town Manager may require the CONSULTANT, as a condition of execution of a particular Work Authorization, to provide a bond or other monetary consideration to cover the CONSULTANTS' deductible for Professional Liability Insurance.
- 16.7 Insurance carriers providing the insurance required by this Agreement or any Work Authorization must be licensed in the State of Florida as evidenced by certificates of authority from the Department of Financial Services of the State of Florida, or have an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have

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and must maintain a rating of “A” or better according to the A.M. Best Company. If during the period when an insurer is providing insurance required by this Agreement an insurer shall fail to comply with the foregoing minimum requirements, the Town shall be notified in writing as soon as possible. The CONSULTANT shall have 20 days to replace such insurance with an insurer who meets the acceptable insurance provider requirements as stated herein.

- 16.8 The TOWN reserves the right to change the insurance requirements depending upon the scope of work in a Work Authorization.

SECTION 17. REPRESENTATIVE OF TOWN AND CONSULTANT

- 17.1 **TOWN Representative.** It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager, or his/her designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.
- 17.2 **CONSULTANT Representative.** CONSULTANT shall inform the TOWN Representative, in writing, of the representative of the CONSULTANT to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

SECTION 18. COST AND ATTORNEY’S FEES/WAIVER OF JURY TRIAL

- 18.1 If either the TOWN or CONSULTANT is required to enforce the terms of this Agreement or any Work Authorization 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 costs, expenses, and attorney’s fees in any state or federal administrative, circuit court and appellate court proceedings.
- 18.2 In the event of any litigation arising out of this Agreement or any Work Authorization, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 20. CONSULTANT’S RESPONSIBILITIES

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- 20.1 Any and all drawings, plans, specifications, or other construction or contract documents prepared by the CONSULTANT shall be accurate, coordinated and adequate for construction, as applicable, and shall comply with all applicable TOWN Codes, county, state and federal laws, rules and regulations.
- 20.2 The CONSULTANT shall exercise the same degree of care, skill and diligence in the performance of the services for each Work Authorization as is ordinarily provided by a professional engineer, architect, landscape architect, surveyor or mapper, as applicable, under similar circumstances. If at any time during the term of any Work Authorization or the construction of a specific project for which the CONSULTANT has provided engineering, architectural landscape architectural, surveying or mapping services under a prior Work Authorization, it is determined that the CONSULTANT's documents are incorrect, defective or fail to conform to the Scope of Services of the particular Work Authorization, upon written notification from the TOWN, the CONSULTANT shall immediately proceed to correct the work, re-perform services that failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the TOWN for any other services and expenses made necessary thereby, save and except any costs and expenses which the TOWN would have otherwise paid absent the CONSULTANT's error or omission. The TOWN's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement or the Work Authorization, in equity or otherwise.
- 20.3 The CONSULTANT'S obligations under Paragraph 20.2 of this Agreement shall survive termination of this Agreement or Work Authorization.
- 20.4 CONSULTANT shall comply with all laws, ordinances, and governmental rules, regulations and order, now or at any time during the term of the Agreement, which are applicable to or which affect the work performed under this Agreement or any Work Authorization or any procedures of the CONSULTANT for such work.
- 20.5 The CONSULTANT shall be responsible for technically deficient designs, reports, or studies due to CONSULTANT'S errors and omissions, and shall promptly correct or replace all such deficient design work due to CONSULTANT'S errors and omissions without cost to TOWN upon the request of the TOWN. CONSULTANT shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the TOWN for work performed does not constitute a waiver of this provision.
-  20.6 **Study and Report Phase.** Identify and analyze requirements of governmental authorities having jurisdiction to approve portions of the Project.
- A. CONSULTANT shall confer with representatives of TOWN and other jurisdictional agencies to develop several options for how the various elements of the project will be designed and constructed.

PALM CLUB SANITARY SEWER DESIGN AGREEMENT

- B. Evaluate various alternate solutions available to the TOWN. After consultation with the TOWN, recommend to TOWN those solutions which, in CONSULTANT'S professional judgment, best meet TOWN'S requirements for the Project.
- C. A "Statement of Probable Construction Cost", prepared in Construction Standard Index (CSI) format, to include a summary of the estimated project cost. Such summary shall be in sufficient detail to identify the costs of each element and include a breakdown of the fees, general conditions and construction contingency. Such evaluation shall comprise a brief description of the basis for estimated costs per each element and similar project unit costs. Costs shall be adjusted to the projected bid date.
 - a. Recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds, in the event that the Statement of Probable Construction Costs exceeds allocated funds, the CONSULTANT shall update its documentation, at no additional cost to the TOWN, to reflect this reduced scope.
 - b. Any Statement of Probable Construction Costs prepared by CONSULTANT represents a reasonable estimate of cost in CONSULTANT's best judgment as a professional familiar with the local construction industry, industry recognized publications, historical price lists, or services estimating the current cost of comparable construction in South Florida.
- D. A Project Development Schedule shall show the proposed completion date of each task of the Project through design, bidding, and post design services.
- E. For purpose of payment to the CONSULTANT, services under the Study and Report Phase will be considered complete when the Study or Report has been accepted by the TOWN as complete, which acceptance will not be unreasonably withheld.



20.7 **Preliminary Design Phase.** On the basis of selection by the TOWN of the recommended solution, or modified solution agreed upon by TOWN and CONSULTANT, prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

- A. Based on the information contained in the Preliminary Design documents provide an updated Statement of Probable Construction Cost. If Statement of Probable Construction Cost exceeds allocated funds, CONSULTANT shall prepare recommendations for reducing the scope in order to bring the estimated costs within allocated funds. CONSULTANT shall update its documentation, at no additional cost to the TOWN, to reflect this reduced scope.
- B. Furnish Preliminary Design documents to and review them with the TOWN within the stipulated period indicated in the Work Authorization and proposal.

PALM CLUB SANITARY SEWER DESIGN AGREEMENT

- ~~C. TOWN reserves the right to conduct a Peer Review of the project documents at any design stage. Cost of such a Peer Review would be borne by TOWN. Any findings as a result of said Peer Review would be addressed by CONSULTANT, and if requested by TOWN, would be incorporated into the design documents, at no additional cost to TOWN.~~
- ~~D. For the purpose of payment to the CONSULTANT, services under the Preliminary Design Phase will be considered complete when the Preliminary Design documents have been accepted by the TOWN as complete.~~

20.8 Construction Documents Phase

- A. CONSULTANT shall prepare, from the approved Preliminary Design, modifications or changes, Construction Documents, consisting of working drawings and specifications setting forth in detail the work required for the architectural, civil, environmental, structural, mechanical, electrical, site, and other work, and the necessary bidding information, general conditions, supplementary conditions and proposal forms. Final Construction Documents shall set forth all design drawings and specifications needed to comprise a fully biddable, permittable, constructible project. CONSULTANT shall submit to the TOWN one (1) electronic set of all documents and three (3) copies of the Construction Documents, and a further revised Statement of Probable Construction Cost.
-  B. CONSULTANT shall produce ~~30%, 60%, 90% and Final~~ Construction Documents for review and approval by TOWN.
-  ~~C. CONSULTANT shall include in Construction Documents requirement that CONSULTANT provide a final survey of the project by a registered surveyor, and provide marked up construction drawings to CONSULTANT so the CONSULTANT can prepare and deliver to the TOWN the record drawings in the form required by the TOWN.~~
- D. Prior to final approval of the Construction Documents by the TOWN, the CONSULTANT shall conduct a preliminary check of any work products to insure compliance with requirements of applicable agencies from which a permit or other approval is required.
- E. Dry Run Permitting - CONSULTANT shall file and follow-up for all permits at the earliest practicable time during the design phase, the necessary portions of the Construction Documents for approval by applicable authorities having jurisdiction over the Project by law or contract with the TOWN, and shall assist in obtaining any such applicable certifications of permit approval by such authorities prior to approval by the TOWN of the final set and printing of the Construction Documents. The CONSULTANT shall promptly advise the

PALM CLUB SANITARY SEWER DESIGN AGREEMENT

TOWN of any substantial increases in costs set forth in the Statement of Probable Construction Cost that in the opinion of the CONSULTANT is caused by the requirement(s) of such.

CONSULTANT shall prepare all support documents to accompany any necessary permit applications. In addition to the required sets of bid documents, CONSULTANT shall provide, and fee shall include, all necessary sets of sealed plans for permit applications. CONSULTANT shall respond to all technical questions from regulatory agencies. CONSULTANT shall modify, at no additional cost to the TOWN, Construction Documents in order to acquire the necessary permits.

- F. Should any component of the design or report not meet applicable regulations or codes in effect at the time of completion of design, the CONSULTANT shall redesign with no additional cost to the TOWN.
- G. The CONSULTANT shall signify his responsibility for the Construction Documents prepared pursuant to this AGREEMENT by affixing his signature, date and seal thereto as required by Chapters 471 and 481, Florida Statutes.
- H. CONSULTANT'S services under the Construction Document Phase will be considered complete when the bid documents are delivered to and accepted by the TOWN, and finally complete when the drawings in AutoCAD latest versions are delivered to and accepted by the TOWN.

20.9 **Bidding Phase**

- A. The CONSULTANT shall attend all pre-bid conferences and if directed by the TOWN shall prepare and distribute minutes.
- B. If directed by the TOWN, CONSULTANT shall prepare Addenda as appropriate to clarify, correct, or change Bid Documents.
-  C. ~~If Pre-Qualification of bidders is required, CONSULTANT shall assist TOWN in developing qualification criteria.~~
- D. If directed by the TOWN, CONSULTANT shall assist the TOWN in verifying bid submittal documents.
- E. Should the lowest responsible, responsive bid meeting specifications exceed CONSULTANT'S Statement of Probable Construction Cost by 10% or more, CONSULTANT shall, at the TOWN'S direction, redesign the Project at their actual cost with no overhead and profit added.
- F. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed

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because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted in accordance with the applicable change in a mutually agreed upon construction cost index, as published monthly in "Engineering News Record", from the date of completion of the Final Design Phase and the date on which proposals or bids are sought.



- G. For the purpose of payment to the CONSULTANT, the Bidding Phase will terminate and the services of the CONSULTANT for this phase will be considered complete upon signing of an Agreement with a **CONSULTANT**, or cancellation of the Project by the TOWN prior to signing of agreement with a **CONSULTANT**. Rejection of bids by the TOWN does not constitute cancellation of the project



20.10 Construction Phase - General Administration of Construction Documents

- A. To the extent provided by the contract for the Project between the TOWN and the CONSULTANT, and unless specifically not included in CONSULTANT'S the Scope of Services, Exhibit , the CONSULTANT shall make recommendations to the TOWN on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work. The CONSULTANT shall check and approve samples, schedules, shop drawings, and other submissions for conformance with the concept of the Project, and for compliance with the information given by the Construction Documents, prepare Change Orders, assemble written guarantees required of the CONTRACTOR, and approve progress payments to the CONTRACTOR based on the Project Schedule of Values and percent of completion of Work.
- B. The CONSULTANT shall carefully review and examine the CONTRACTOR's Schedule of Values, together with any supporting documentation. The purpose of such review and examination will be to protect the TOWN from an unbalanced Schedule of Values which allocates greater value to certain elements of the services that is indicated by industry standards, supporting documentation, or data.
- C. If the Schedule of Values is not found to be appropriate, it shall be returned to the CONTRACTOR for revision or supporting documentation. After making such examination, when the Schedule of Values is found to be appropriate, the CONSULTANT shall sign the Schedule of Values thereby indicating their informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the CONTRACTOR.
- D. The CONSULTANT shall conduct a pre-construction meeting with the CONTRACTOR, the TOWN, and utility companies; prepare and distribute minutes of the meeting.
-  E. The CONSULTANT shall make inspections of the Work based on the type and frequency defined in the applicable Work Authorization. CONSULTANT'S

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inspections shall determine the progress and quality of the Work, and whether the Work is proceeding in accordance with the Construction Documents. CONSULTANT will provide the TOWN with a written report of each inspection in order to inform the TOWN of the progress of the Work. CONSULTANT shall endeavor to guard the TOWN against defects and deficiencies in the work of CONTRACTORS, and make written recommendation to the TOWN that work fails to conform to the Construction Documents. Based on such inspections, and the CONTRACTOR's Applications for Payment, he will recommend the amount owing to the CONTRACTOR, and will issue Certificates for Payment in such amount. These Certifications will constitute a representation to the TOWN, based on such inspections and the data comprising the Application for Payment, that the work has progressed to the point indicated. By issuing a Certificate for Payment, the CONSULTANT will also represent to the TOWN that, to the best of his knowledge, information, and belief, based on what his inspections have revealed, the work is in accordance with the Construction Documents. He will conduct inspections to determine the dates of substantial and final completion and recommend the issuance of a final Certificate for Payment. All inspections and Certificates of Payment provided by CONSULTANT shall be sufficient to provide all certifications required by applicable agencies.



F. The CONSULTANT shall revise the construction drawings and submit record drawings or corrected CADD drawings to the TOWN to show those changes made during the construction process, based on the marked up prints, drawings, and other data furnished by the CONTRACTOR.

G. The CONSULTANT shall attend regularly scheduled  Progress Meetings on site, if included in the Scope of Work, prepare and distribute minutes.

H. The CONSULTANT shall prepare construction Change Orders for the TOWN'S approval. CONSULTANT shall not authorize any changes in services or time, no matter how minor, without prior written approval of the TOWN.



I. Should CONSULTANT approve progress payments to CONTRACTOR in excess of the value of the Work performed, and the CONTRACTOR defaults leaving insufficient funds to complete the Work, CONSULTANT shall reimburse the TOWN for the difference between the amount of the progress payment actually approved and the amount which should have been approved.

J. If any portion of the work is covered, based on approval of CONSULTANT, without the TOWN'S and Building Official's inspection and approval, the TOWN'S representative may direct that portion of the work uncovered for inspection. If that portion of the work uncovered is not defective and is in accordance with the plans and specifications, CONSULTANT shall bear the cost of uncovering and covering the work. If that portion of the work uncovered is defective or not in accordance with the plans and specifications, the CONSULTANT shall bear the cost of uncovering, repairing, and covering the Work.

PALM CLUB SANITARY SEWER DESIGN AGREEMENT

- K. For the purpose of payment to CONSULTANT, the Construction Phase shall be considered complete upon compilation of punch list by CONSULTANT, written notification to CONSULTANT by CONTRACTOR of all documents, training, record drawings, releases of lien, and written recommendation by CONSULTANT of final payment.
 - L. CONSULTANT shall have no authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by the construction CONTRACTOR or for safety precautions and programs incident to the work of the construction CONTRACTOR.
- 20.11 The CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by CONSULTANTS practicing in the same or similar locality under the same or similar circumstances. The CONSULTANT shall perform services as expeditiously as is consistent with such professional skill and care and orderly progress of the Project.
- 20.12 When submitting documents to the Town, the CONSULTANT shall submit three (3) hard copies and documents in the latest version of WORD, EXCEL, PDF or AutoCAD, as applicable. The Town may waive the hard copy requirement for draft documents transmitted by email. CONSULTANT shall not proceed with the next task until the documents have been approved, in writing, by TOWN.

SECTION 21. SUBCONTRACTORS

- 21.1 In the event the CONSULTANT requires the services of any subcontractors or other professional associates in connection with services covered by any Work Authorization, the CONSULTANT must secure the prior written approval of the Town Manager.
- 21.2 Any subcontract with a subcontractor shall afford to the TOWN rights against the subcontractor which correspond to those rights afforded to the TOWN against the CONSULTANT herein, including but not limited to those rights of termination as set forth herein.
- 21.3 No reimbursement or payment shall be made to the CONSULTANT for any subcontractors that have not been previously approved by the TOWN for use by the CONSULTANT and CONSULTANT's solely responsible for use of unapproved subcontractors.
- 21.4 CONSULTANT shall provide the Town Manager with evidence of insurability consistent with the minimum insurance coverage requirements in Section 16 of this Agreement for all subcontractors proposed by CONSULTANT to perform services under this Agreement or any Work Authorization. The subcontractors insurance shall list the TOWN as an Additional Insured for General Liability and Auto Liability of the

PALM CLUB SANITARY SEWER DESIGN AGREEMENT

subcontractor resulting from operations performed by or on behalf of TOWN in performance of this Agreement or any Work Authorization.

SECTION 22. NOTICES

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

David Mathews, Vice President
Mathews Consulting, a Baxter & Woodman Company
477 South Rosemary Avenue, Suite 330
West Palm Beach, FL 33401
Telephone: (561) 655-6179
Facsimile: ()

FOR TOWN:

Town of Lauderdale-By-The-Sea
Attention: Town Manager
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: (954) 640-4200

With a copy to:

Town of Lauderdale-By-The-Sea
Attention: Town Attorney
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: (954) 640-4200

SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement and any Work Authorization by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the Compensation of this Agreement or any Work Authorization are accurate, complete, and current at the time of contracting. Each Work Authorization's Contract Prices and any additions shall be adjusted to exclude any significant sums by which the TOWN determines the Work Authorization Contract Price was increased due to inaccurate, incomplete, or

PALM CLUB SANITARY SEWER DESIGN AGREEMENT

noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Work Authorization.

SECTION 24. DISPUTE RESOLUTION

- 24.1 Any dispute concerning performance of this Agreement shall be decided by the TOWN, who shall reduce the decision to writing and serve a copy on the CONSULTANT. The decision shall be final and conclusive unless within 21 calendar days from the date of receipt, the CONSULTANT files with the TOWN a petition for administrative hearing. The TOWN's decision on the petition shall be final, subject to the CONSULTANT's right to review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the CONSULTANT's ability to pursue any other form of dispute resolution, including, but not limited to, litigation; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
- 24.2 Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Broward County, Florida.

SECTION 25. DEFAULT

- 25.1 An event of default shall mean a breach of this Agreement by the CONSULTANT. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:
- A. CONSULTANT has not performed services on a timely basis;
 - B. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
 - C. CONSULTANT has become insolvent or has assigned the proceeds received for the benefit of the CONSULTANT's creditors, or the CONSULTANT has taken advantage of any insolvency statute or debtor/creditor law or if the CONSULTANT's affairs have been put in the hands of a receiver;
 - D. CONSULTANT has failed to obtain the approval of the TOWN where required by this Agreement;
 - E. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.
- 25.2 In the event CONSULTANT fails to comply with the provisions of this Agreement, the TOWN may declare the CONSULTANT in default, notify the CONSULTANT in writing, and give the CONSULTANT a reasonable time to cure the default. In no event shall the time period for curing the defect exceed fifteen (15) business days unless

PALM CLUB SANITARY SEWER DESIGN AGREEMENT

otherwise agreed to by the parties. If the CONSULTANT fails to cure the default, compensation will only be for any completed professional services. In the event payment has been made for such professional services not completed, the CONSULTANT shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Section shall limit the TOWN's right to terminate, at any time, pursuant to this Agreement.

In an Event of Default, the CONSULTANT shall be liable for all damages resulting from the default, including but not limited to:

- a. lost funding, and
- b. the difference between the cost associated with procuring services and the amount actually expended by the TOWN, including procurement and administrative costs.

The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the TOWN in law or in equity.

SECTION 26. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement or any Work Authorization. Venue of any action to enforce this Agreement or any Work Authorization shall be in Broward County, Florida.

SECTION 27. GOVERNING LAW

This Agreement and any Work Authorization shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 28. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 29. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 30. SEVERABILITY

PALM CLUB SANITARY SEWER DESIGN AGREEMENT

If any provision of this Agreement or any Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 31. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

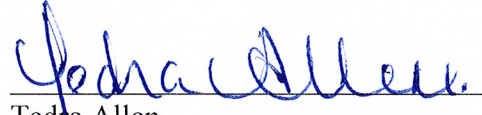
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PALM CLUB SANITARY SEWER DESIGN AGREEMENT

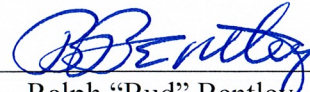
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The TOWN, signing by and through its Town Manager, attested to by its Town Clerk, duly authorized to execute same and by CONSULTANT by and through its Vice President, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

ATTEST:

TOWN OF LAUDERDALE BY-THE-SEA


Tedra Allen

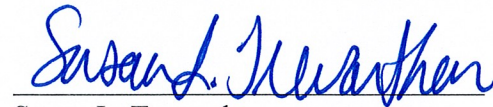
Town Clerk

By: 
Ralph "Bud" Bentley

Town Manager

Date: 2-27-18

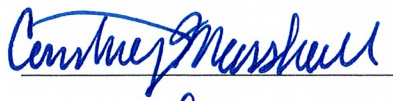
Approved as to form and legality
for the use of and reliance by the
Town only:

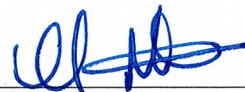


Susan L. Trevarthen
Town Attorney

WITNESS:

CONSULTANT


Print Name: Courtney Marshall

By: 
David Mathews, Vice President

Date: 2-21-18

Exhibits

Exhibit 1. Request for Qualifications No. 17-06-01

Exhibit 2. Consultant's response to the RFQ

Exhibit 3. Standard Work Authorization

Exhibit 4. Professional Services Fees

**AGREEMENT BETWEEN LAUDERDALE- BY- THE- SEA AND BAXTER &
WOODMAN, INC. FOR PROFESSIONAL ENGINEERING SERVICES**

“PALM CLUB – GRAVITY SEWER SYSTEM”

DATE: October 16, 2019

BACKGROUND

This Agreement is for the performance of engineering services by Baxter & Woodman, Inc. (B&W) pursuant to the Continuing Contract for Professional Engineering Services between Lauderdale-By-The-Sea (LBTS) and B&W dated _____, 2019 hereafter referred to as the Contract.

The project will consist of providing the residential neighborhood with a conventional gravity sewer system that will collect the wastewater and convey it to one (1) new lift station located near the Marina. Refer to **Exhibit A** for location map of the Palm Club. The lift station force main piping will pump the wastewater to an existing 18-inch, City of Pompano Beach force main located in S.R. A1A right-of-way.

It is anticipated that approximately one-hundred (100) residential units will be sewered under this project.

The design elements are assumed to include the following:

- One (1) new submersible, duplex lift station. The work will include installing a new wet-well, pumping units, piping, valve box, valving, and control panel. Pompano Beach lift station details will be used for design purposes. The wet-well will be designed to be constructed via the “tremie method”.
- Electrical design shall be provided for the one (1) lift station. The lift station will be equipped with a remote telemetry unit (RTU) for remote communications capabilities. The lift station will also be designed to include a skid mounted, diesel driven emergency standby generator unit with integrated base fuel tank and sound/weather attenuating enclosure as well as an automatic transfer switch. This shall include coordination with the appropriate FPL service planner to extend the required electrical service to the lift station location.
- New 4-inch force main. The proposed force main will connect into the 18-inch, City of Pompano Beach force main located in S.R. A1A.
- New 8-inch mainline sanitary sewer, access manholes, and service laterals in the project area.
- Reconstruction/resurfacing of roadways as required. The existing driveways will not be reconstructed to match the edge of pavement. The Construction Contractor will be required to “feather in the asphalt” to match the edge of pavement and edge of driveway. The roadway in the project is Privately Owned.

SCOPE OF WORK

LBTS has requested comprehensive engineering services from B&W to provide data collection, engineering design, permitting, public participation & coordination, bidding assistance, construction administration, and full-time construction inspection services related to the Palm Club sanitary sewer system. The project is assumed to be bid as a Single Bid Package. Specific project elements include the following:

- Task 1 – Data Collection
- Task 2 – Design Services
- Task 3 – Permitting Services
- Task 4 – Public Participation & Coordination
- Task 5 – Bidding Assistance
- Task 6 – Construction Administration Services
- Task 7 – Resident Project Representative (Full-Time)

TASK 1 – DATA COLLECTION

Subtask 1.1 – Survey

B&W shall provide survey services which consists of field topography, locating existing vertical and horizontal control (GPS Localization), baseline stationing (established from south to north and west to east), and locating above and below ground existing facilities and utilities within the full asphalt roadway limits (including minimum 30-foot back on each side of the edge of roadway pavement) of the established construction limits. The horizontal control will be referenced from the Broward County Control Network which is the North American Datum of 1983 and the 1990 (NAD 83/90) adjustment and the National Geodetic Vertical Datum of 1988 (NAVD 88) for vertical control. The survey baseline will approximate the center of the asphalt roadway when possible. Durable markers will be used for field locating and stationing and reference points. Each 50-foot station will be clearly labeled using yellow paint. The survey work shall include the following:

1. Topography survey at 50-foot intervals and at major ground elevation changes to depict existing ground profile at proposed project area. All topographical surveys shall have stationing established from south to north and west to east. The station numbers will not be duplicated in the survey. This shall be accomplished by creating a baseline in the field to collect pertinent data which shall include the following:
 - Location of readily visible fixed improvements within the survey area (including visible fixed improvements that would pertain to engineering design lying 30 feet outside of roadway edge of pavement on each side), easements and parcels of the project limits, including physical objects, roadway pavement, driveways, sidewalks, walls, curb, drainage swales, shrubs, trees, sprinkler heads and control valves (if visible), signs, fences, power poles, buildings, and other encumbrances, including point of curvature and point of tangency. This also includes the horizontal location of the front two corners of the building on each lot and finished floor elevations.
 - Location of “visible above” and “locatable below” ground existing utilities: FP&L, AT&T, Cable TV, natural gas, potable water (pipe diameter, TOP, valves TON, fire

hydrants, and meters), force mains (pipe diameter, TOP, and valves TON), reclaimed water mains (pipe diameter, TOP, and valves TON), storm sewers (pipe diameter, manhole inverts and direction, catch basins, and rim/grate elevations), and other accessible structures.

- Identify platted rights-of-way lines within the project limits (including bearing and distances for centerline), lot numbers, house/building address, lot lines, block numbers and dedicated easements according to recorded plats, as is available on the Broward County Website. No title search will be provided.
 - Cross-section elevations shall be indicated every 50 feet, at a minimum, to indicate centerline grades, edge of pavement grades and shoulder grades and low points. Intermediate grades shall be indicated at all grade breaks, driveways and sidewalks. Two grades (one at the edge of pavement line and one 10 feet back) shall be indicated on the driveways to indicate direction of grade.
 - Horizontal locations and depth of all visible cleanouts for septic tanks will be obtained for the purpose of sanitary sewer lateral locations.
 - The survey shall include topography of the complete intersection, 50 feet beyond radius returns, at the terminal end of each street.
 - Provide and reference benchmarks at maximum 600-foot intervals. Elevations to be referenced to an existing established Benchmark.
 - Complete survey of the proposed lift station site.
2. The above topographical survey data will be prepared in AutoCAD (Version 2018) format at a plan scale of 1"=20' horizontal, as one continuous file.

Subtask 1.2 – Pipeline Corridor Analysis

Field reconnaissance of the pipeline corridor shall be performed. Photograph log walk-through will be included. Potential existing conflicts will be identified.

Subtask 1.3 – Coordination with Property Owners

The property owners will be asked to furnish information on the location of any septic tanks, drain fields, clean-outs and/or location along their property line where they would prefer the sewer service line constructed. A blank sketch of the lot will be provided for the property owner to record the information requested. The LBTS will send the sketch with instructions that direct the property owner to return the septic tank map directly to the LBTS. The LBTS will provide the sketches to B&W in a timely manner. The gathered information will be used to locate and show on the plans the existing septic tank/drain fields and the preferred sewer service line location. Property owners that do not respond to the questionnaire will be visited by LBTS personnel in order to obtain the information and that information will then be provided to B&W to incorporate into the plans in a timely manner.

Subtask 1.5 – Subsurface Investigations

B&W shall furnish the services of a professional geotechnical firm to provide a geotechnical evaluation of the project area, and have 11 soil borings (10 borings to a minimum depth of 15-ft., and 1 boring to a minimum depth of 30-ft.) done for soil strata identification and to determine the ground water level as part of the project.

Subtask 1.6 – Field Verification (Soft-Digs)

B&W shall furnish the services of a professional underground services company to provide underground field locations (e.g. soft-digs) of affected utilities in the project area. The work shall consist of measuring and recording the approximate horizontal location of up to twenty-five (25) utility locations.

Subtask 1.7 – Field Verification (Utility Targeting)

The professional underground services company shall also provide subsurface utility targeting in the project area. The work shall consist of conducting a thorough electronic search for buried utility systems. The investigation will be accomplished using active and passive type utility detection gear that detects induced or naturally occurring energy fields present on conductive utilities. Field sheets will be generated that show the location, trend and configuration of utilities detected. *Field verification will be performed within the limits of the asphalt roadways and 10-feet beyond on either side.*

TASK 2 – DESIGN SERVICES

Design shall consist of preparation of Contract Specifications, Contract Drawings (plan/profile), and Construction Cost Opinion.

Subtask 2.1 Construction Documents

Preparation of construction documents shall include contract drawings and technical specifications. Contract drawings shall include: cover sheet, general notes, plan/profile drawings, pavement sections, lift station drawings, and miscellaneous detail sheets. The drawing scale shall be 1-inch equals 20 feet for pipeline plan and 1-inch equals 2 feet for pipeline profile. B&W shall prepare the engineering design elements on topographic survey information in an AutoCAD release 2018 format. Contract Documents shall include: “front-end” documents and technical specifications and shall conform to Pompano Beach Standards. (The “front-end” documents and complete technical specifications shall only be submitted with the 75% and 100% technical specifications).

Drawings and specifications (four copies) shall be submitted for LBTS/Pompano Beach review at 50% (plan view only), 75% (plan/profile) and 100% (plan/profile) stages. B&W shall meet with the LBTS to discuss comments, and incorporate comments into final documents. B&W shall furnish with the 100% design drawings, one (1) set of AutoCAD Version 2018 files in electronic format on flash drive.

Subtask 2.2 Construction Cost Opinion

Preparation of construction cost opinion at 50%, 75% and 100% design stages. The construction cost opinion shall reflect changes in general scope, extent or character of design requirements incorporated during the various design review stages.

Subtask 2.3 Design Meetings

B&W shall attend a “kick-off” meeting and three (3) design review meetings (50%, 75% and 100%) with the LBTS. B&W shall prepare meeting agendas and provide a written summary of the topics discussed (i.e. minutes) during each meeting.

Subtask 2.4 Quality Assurance

B&W shall provide internal QA/QC reviews on the 50%, 75% and 100% Design Documents (e.g. drawings, specifications, and cost estimates).

TASK 3 – PERMITTING SERVICES

During the Design Phase, B&W shall meet with the potential permitting and other interested agencies to determine all potential permitting requirements. Agencies anticipated having interest in project include: Broward County Health Department (BCHD) and FDOT.

Permit applications shall be completed as required for BCHD (**Task 3.1**):

- Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System.

Permit applications shall be completed as required for FDOT (**Task 3.2**):

- Utility Permit for all FDOT roads in project area (S.R. A1A).

Associated permit application fees shall be determined by B&W and paid by LBTS.

In addition to preparing the permit applications for appropriate regulatory agencies, B&W shall assist the LBTS in consultations with the appropriate authorities. Consultation services shall include the following:

- Attend up to one (1) pre-application meeting with the staff of each of the agencies.
- Attend up to one (1) meeting with each of the agencies during review of the final permit applications.
- Respond to request(s) for additional information from each agency.

TASK 4 - PUBLIC PARTICIPATION & COORDINATION

Subtask 4.1 Public Participation Program

B&W shall attend up to two (2) meetings prior to construction with the homeowners in the project area. The meeting shall be coordinated by the LBTS and one of the meetings shall also be attended by the Contractor prior to commencement of the construction activities. This will also

include assistance with the development of presentation materials for the public meeting for the affected residents.

Subtask 4.2 Town Commission Presentation

Upon completion of the 75% design submittal, B&W shall prepare a presentation (using Microsoft Powerpoint) which B&W will present at a Town Commission meeting. The presentation will include an overview of the project design.

Subtask 4.3 Project Summary Brochure

B&W shall prepare and submit a brief (approximately 4 pages) informational brochure in bi-fold format which documents the project objectives and conceptual layout of the proposed gravity sewer system. The brochure is intended to be used by LBTS Staff to identify potential grant/governmental funding sources for construction of the project.

TASK 5 – BIDDING ASSISTANCE

Subtask 5.1 Bid Advertisement

B&W shall assist LBTS in advertising for and obtaining bids or negotiating proposals for construction (including materials, equipment and labor). It is anticipated that work shall be awarded under a single construction contract. B&W shall provide up to fifteen (15) sets of bid documents in PDF format on CDs. B&W shall receive and process deposits for bidding documents and shall maintain a record of prospective bidders to whom bidding documents have been issued.

Subtask 5.2 Pre-Bid Conference

B&W shall conduct pre-bid conference in conjunction with LBTS staff and provide a written summary of issues discussed.

Subtask 5.3 Bid Clarification/Addenda

B&W shall issue addenda and shall provide supplemental information or clarification, as appropriate, to interpret, clarify, or expand the bidding documents to all prospective bidders during the bid period.

Subtask 5.4 Contract Award

B&W shall conduct the bid opening and prepare bid tabulation. B&W shall assist LBTS in evaluating bids and proposals, including reference checks. B&W shall submit to LBTS written recommendation concerning contract award to the lowest responsive responsible bidder.

Subtask 5.5 Conformed Contract Documents

Prepare conformed Contract Documents for use by the Contractor and LBTS during construction.

TASK 6 – CONSTRUCTION ADMINISTRATION SERVICES

The general administration services during construction of the Palm Club Sanitary Sewer System project shall include the following tasks:

Subtask 6.1 Preconstruction Conference

B&W shall attend a preconstruction conference with representatives of LBTS, contractors and major subcontractors for the construction contract. B&W shall prepare, in writing, minutes of conference.

Subtask 6.2 Submittal Review

B&W shall review and process shop drawings, samples, schedules, certifications, O&M Manuals, and any other data which the construction contractor is required to submit. The review will be for general conformance with the design intent and compliance with the construction Contract Documents. Review of up to sixty (60) submittals (which includes submittals and re-submittals, if required) is included in the budget for this subtask. Upon review, B&W shall submit reviewed shop drawings/submittals to LBTS for their records.

Subtask 6.3 Pay Estimate/Schedule Review

Based on onsite observations as an experienced and qualified design professional and on review of Contractor applications for monthly (8 total) payment and accompanying data and schedules, determine the amounts owing to the Contractor and recommend, in writing, payments to Contractor in such amounts. Review of stored materials, items and invoices as required during the 8-month construction period. This also includes monitoring the construction schedule monthly and reporting to the LBTS conditions which may cause delays in completion.

Subtask 6.4 Construction Clarifications

Respond in writing to Contractor's Request for Information (RFI) regarding design documents during the 8-month construction period. A total of fifteen (15) RFI responses have been included in this task. B&W shall issue interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor. Those interpretations will be rendered and a response prepared and submitted to the Contractor within 3 to 5 working days.

Subtask 6.5 Review Change Orders

Provide services in connection with preparing change orders to reflect changes to the construction project, limited to minor changes requested by Contractor. Analysis of major design modifications, including the preparation of significant Drawing revisions, are not included, and may require additional authorization.

Subtask 6.6 Progress Meetings

B&W shall conduct monthly construction progress meetings (estimated 8 meetings) to be held at an acceptable location. B&W shall prepare meeting agendas and provide a written summary of the topics discussed (i.e. minutes) during the meeting.

Subtask 6.7 Coordination w/ Resident Complaints

B&W shall coordinate with the Resident Complaints during the 8-month construction time-frame. This will include attending any quarterly Homeowner Association (HOA) Meetings to give an update on the construction of the project.

Subtask 6.8 Construction Administration

B&W's Construction Manager shall provide all construction administration required for the contract and shall make periodic field inspections to observe progress of the work and to provide coordination with the Contractor and his field personnel. This task assumes 2 hrs/week will be provided during the 8-month construction duration.

Subtask 6.9 Startup/Testing, Certification of Construction Completion

B&W shall provide startup and testing services for the project, including witnessing lift station pump and system performance testing, electrical & controls testing, and other startups needed to demonstrate successful operation of the system.

B&W shall certify to the Florida Department of Environmental Protection and FDOT based on the visible project features, B&W's full-time inspections, and review of the testing reports, that the project was constructed in accordance with the plans and specifications submitted in the permit applications.

Subtask 6.10 Substantial and Final Inspections

B&W shall conduct a substantial and final inspection with the LBTS and Contractor to determine if the project has been completed in general accordance with the Contract Documents and if the construction contractor has fulfilled his obligations thereunder. A punch-list will be prepared for each inspection (substantial and final) for the project. B&W shall recommend, in writing, final acceptance of the work to the LBTS. LBTS may, at LBTS's option, proceed to make final payment to the construction contractor.

TASK 7 – RESIDENT PROJECT REPRESENTATIVE SERVICES

The Construction Inspection phase services to be provided by the B&W shall include the following:

1. Provide a Full-Time Construction Inspector (40 hours/week) during the construction of the work in a total period of not-to-exceed 8 months / 176 working days (for a total of 1,408 hours) for the construction contract. B&W will provide inspections on Monday thru Friday (8 hrs each day). Activities performed under this task consist of furnishing a Construction Inspector during the construction of the project, to observe the quality of the work by the Contractor, who will:
 - Serve as LBTS and B&W's liaison with the construction contractor, working principally through the contractor's construction manager and assist him in understanding the intent of the Contract Documents.
 - Conduct on-site observations of the work in progress to assist in determining if the work is proceeding in accordance with the Contract Documents and that completed work

conforms to the Contract Documents. Report, in writing, whenever B&W believes that work is unsatisfactory, faulty or defective, or does not conform to the Contract Documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment.

- Accompany visiting inspectors representing public or regulatory agencies having jurisdiction over the project. Record, in writing, the outcome of these inspections and report same to LBTS.
- Consider and evaluate construction contractor's suggestions for modifications in drawings or specifications and report them to LBTS, in writing. B&W shall make recommendation for action by the LBTS.
- Review Contractor As-Built information on a monthly basis to confirm proper updates are being made.
- Observe all flushing and testing of the pipe.
- Provide start-up assistance for the lift station.

LIMITATIONS OF AUTHORITY

Except upon written instructions of Engineer, Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on Engineer's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors or Construction Manager, or expedite the Work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
6. Shall not participate in specialized field or laboratory tests.

ADDITIONAL SERVICES

B&W shall provide additional engineering as requested by the LBTS for engineering services that are not covered under this Scope of Work. Services shall be reimbursed in accordance with Baxter & Woodman's fee schedule included in **Exhibit C**. Services performed under this task will be on as-directed basis in accordance with a written Notice-to-Proceed from LBTS. The Notice-to-Proceed issued shall contain the following information and requirements.

- A detailed description of the work to be undertaken.
- A budget establishing the amount of the fee to be paid in accordance with the Agreement.
- A time established for completion of the work.

ASSUMPTIONS

Work described herein is based upon the assumptions listed below. If conditions differ from those assumed in a manner that will affect schedule, compensation or Scope of Work, B&W shall advise LBTS in writing of the magnitude of the required adjustments. Changes in completion schedule or compensation to B&W will be negotiated with LBTS. Services to be provided by the LBTS and other related key assumptions include:

1. B&W assumes that all existing and proposed infrastructure pipeline alignments are within Palm Club Private Roads and FDOT, rights-of-way.
2. LBTS will be responsible for acquisition of all easements (including temporary construction easements) and agreements, as required. Surveying and legal work necessary to prepare documents for and to secure easements (temporary and permanent) and/or agreements required for installation of the proposed improvements is the responsibility of LBTS.
3. LBTS will provide B&W with all available record drawings of the facilities in the project area.
4. City of Pompano Beach will provide B&W with continuous, 24-hour pressure readings for a minimum two-week period from an existing ARV or other force main access point located in close proximity to the proposed FM tie-in location. LBTS will be responsible for coordinating this activity with the City.
5. LBTS will locate and mark all LBTS facilities within the project area.
6. B&W's proposal is based on an assumed construction duration of 8-months.
7. Contractor shall be responsible for preparing Record Drawings.
8. A single bidding effort is assumed. Re-bidding of the project is considered an Additional Services item not currently included in this Scope of Work.
9. The design is to be based on the Federal, State and local codes and standards in effect at the beginning of the project. Revisions required for compliance with any subsequent changes to those regulations is considered an Additional Services Item not currently included in this Scope of Work.
10. B&W assumes that there are no contaminated soils or groundwater in the project area.
11. B&W assumes the project area is not on Sovereign Submerged Land.
12. LBTS is responsible for all permitting fees, including costs of public notification in local newspapers.
13. Scope does not include decommissioning existing septic tanks and drain fields.
14. Scope does not include the design and installation of lateral service connections for each residence beyond the service lateral clean-out to be located within 10-feet of the asphalt roadway edge of pavement.

15. Scope does not include services for addressing a bid protest or for rebid of the project.
16. Assisting the LBTS in the settlement of construction contract claims is considered Additional Services and is not included in this Scope of Services

CONTRACT PERFORMANCE

COMPLETION DATES

The duration of major work tasks (calendar days) are as indicated on the Project Schedule shown in **Exhibit B**. The total project duration, including project construction, is estimated to be 567 days.

SUMMARY OF PROPOSED FEES

Proposed labor costs and associated expenses for engineering services (**Lump Sum**) are tabulated below and detailed in **Exhibit C**.

ENGINEERING SERVICES

ENGINEERING FEE

Task 1 – Data Collection	\$68,891.00
Task 2 – Design Services	\$82,922.00
Task 3 – Permitting Services	\$4,790.00
Task 4 – Public Participation/Coordination	\$8,670.00
Task 5 – Bidding Assistance	\$5,100.00
Task 6 – Construction Administration Services	\$52,885.00
Task 7 – Resident Project Representative	\$147,474.00
Reimbursables	\$12,000.00

TOTAL ENGINEERING SERVICES

\$ 382,732.00

DELIVERABLES

TASKS	DELIVERABLES	QUANTITY
2.0 Design Services	50% Drawings & Spec. T.O.C.	2 – Sets (22" x 34") + PDF <u>2 – Sets (11" x 17") + PDF</u>
	75% Drawings & Specs	2 – Sets (22" x 34") + PDF <u>2 – Sets (11" x 17") + PDF</u>
	100% Drawings & Specs	2 – Sets (22" x 34") + PDF <u>2 – Sets (11" x 17") + PDF</u>
	Cost Estimate @ 50%, 75% & 100%	2 – Sets + PDF
	Permit Applications (BCHD, FDOT)	3 – Sets each Permit
3.0 Permitting Services	Bidding Sets	15- Sets (PDF CDs)
5.0 Bidding Assistance	Addenda	As required
6.0 Construction Administration Services	LBTS Sets	2 – Sets (22" x 34") + PDF 2 – Sets (11" x 17") + PDF
	Contractor Sets of Conformed Documents	4 – Sets (22" x 34") + PDF

IN WITNESS WHEREOF, the parties have made and executed this agreement as of the date written below.

TOWN OF LAUDERDALE-BY-THE-SEA

Witnesses:

Date

Executed: _____

By: _____

BAXTER & WOODMAN, INC.

Witnesses:

Date

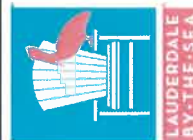
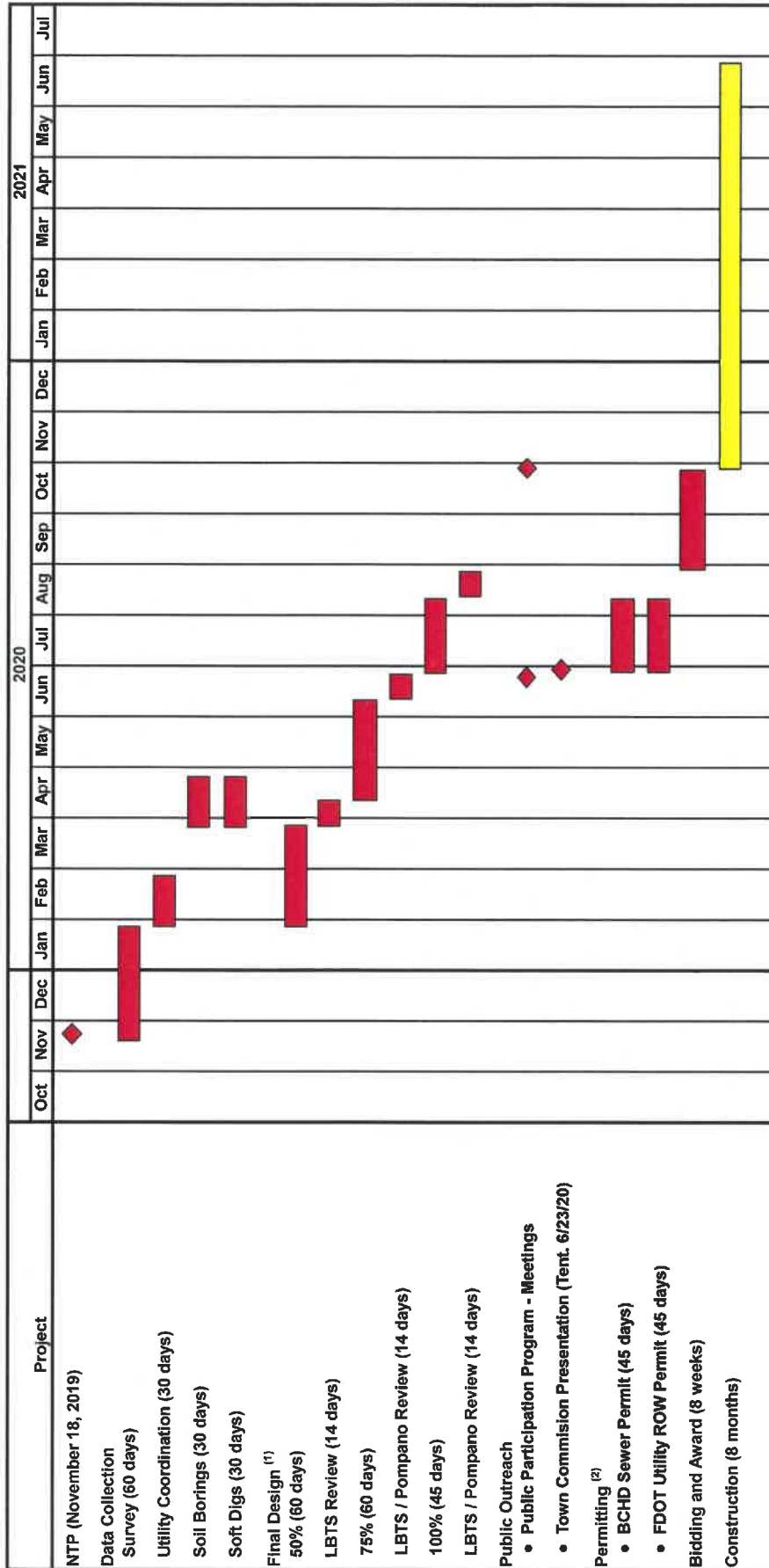
Executed: 11/5/19

By: [Signature] 11/5/19
Jason A. Pugsley, P.E., Vice President Date



EXHIBIT B

Palm Club Gravity Sewer System - Project Schedule



Notes:

(1) The design schedule is based upon conducting a review meeting within 14 calendar days after LBTS receives the submittal. All review comments shall be provided to MC within 14 calendar days after LBTS receives the submittal. An adjustment to the overall schedule will be required in case the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

(2) Estimated based upon typical regulatory agency review period.

EXHIBIT C

Palm Club - Gravity Sewer System
Budget Summary for Baxter & Woodman, Inc.

Task No.	Task Description	Labor Classification and Hourly Rates								Total Labor	Sub-Consultant Services
		Principal \$170.00	Senior Engineer III \$160.00	Senior Engineer II \$135.00	Engineer I \$110.00	CAD Technician III \$115.00	Construction Manager \$125.00	Construction Inspector \$100.00	Clerical \$70.00		
1.0	Data Collection										
1.1	Survey		4			4				\$1,100.00	\$28,750.00
1.2	Pipeline Corridor Analysis			5						\$675.00	
1.3	Coordination with Property Owners		8			2				\$1,510.00	
1.4	Subsurface Investigations (Soil Borings)	1		2		2				\$670.00	\$8,800.00
1.5	Field Verification (Soft-Digs)	2								\$340.00	\$9,375.00
1.6	Field Verification (Utility Targeting)	2								\$340.00	\$11,490.00
	Subtotal Task 1.0	5	12	7	0	8	0	0	0	\$4,635.00	\$58,415.00
2.0	Design Services										
2.1a	50% Drawings & Specifications	10	15		30	40			8	\$12,560.00	
2.1b	75% Drawings & Specifications	10	25		50	90			8	\$22,110.00	
2.1c	100% Drawings & Specifications	10	20		25	75			8	\$16,835.00	
2.1d	Electrical Design (50%, 75%, 100%)									\$0.00	\$18,115.00
2.2	Construction Cost Opinion (50%, 75%, 100%)	4	4		30					\$4,620.00	
2.3	Design Meetings	4	12		12					\$3,920.00	
2.4	Quality Assurance	10					10			\$2,950.00	
	Subtotal Task 2.0	48	76	0	147	205	10	0	24	\$62,995.00	\$18,115.00
3.0	Permitting Services										
3.1	BCHD Sewer & Lift Station Permit	2	8		4	2			2	\$2,430.00	
3.2	FDOT Utility R-O-W Permit	2	8		4	2			1	\$2,360.00	
	Subtotal Task 3.0	4	16	0	8	4	0	0	3	\$4,790.00	\$0.00
4.0	Public Participation & Coordination										
4.1	Public Participation Program (2 HOA Meetings)	1	12			4	12			\$4,050.00	
4.2	Town Commission Presentation	4	4		8					\$2,200.00	
4.3	Project Summary Brochure	2	4		8				5	\$2,420.00	
	Subtotal Task 4.0	7	20	0	16	4	12	0	5	\$8,670.00	\$0.00
5.0	Bidding Assistance										
5.1	Assist in Bid Advertisement	2							2	\$480.00	
5.2	Pre-Bid Conference	3		3						\$915.00	
5.3	Bid Clarification/Addenda	2	4						2	\$1,120.00	
5.4	Contract Award	2		2			5			\$1,235.00	
5.5	Conformed Contract Documents	4				4			3	\$1,350.00	
	Subtotal Task 5.0	13	4	5	0	4	5	0	7	\$5,100.00	\$0.00
6.0	Construction Administration Services										
6.1	Preconstruction Conference	2					8			\$1,340.00	
6.2	Submittal Review		20		5		50		40	\$12,800.00	
6.3	Pay Estimate/Schedule Review						20			\$2,500.00	
6.4	Construction Clarifications						30		3	\$3,960.00	
6.5	Review Change Orders		12				25		2	\$5,185.00	
6.6	Progress Meetings						40			\$5,000.00	
6.7	Coordination w/ Resident Complaints						40			\$5,000.00	
6.8	Construction Administration						96			\$12,000.00	
6.9	Startup/Testing, Certification of Construction Completion	4	4				8		2	\$2,460.00	
6.10	Substantial and Final Inspections						20			\$2,640.00	
	Subtotal Task 6.0	6	36	0	5	0	337	0	49	\$52,885.00	\$0.00
7.0	Resident Project Representative Services										
7.1	Inspections (40 hrs/wk (8 months))							1,408		\$140,800.00	
7.2	Electrical Inspections & L.S. Start-Up									\$0.00	\$6,067.00
	Subtotal Task 7.0	0	0	0	0	0	0	1,408	0	\$140,800.00	\$6,067.00
	Labor Subtotal Hours	83	164	12	176	225	364	1408	91		\$82,597.00
	Labor Subtotal	\$14,110	\$26,240	\$1,620	\$19,360	\$25,875	\$45,500	\$140,800	\$6,370	\$279,875.00	
	Labor Total Costs	\$279,875									
	Subconsultant Costs Total	\$82,597									
	Subconsultant Multiplier	1.1									
	Subconsultant Total	\$90,857									
	Reimbursables	\$12,000									
	Project Total	\$382,732									

**AMENDED AND RESTATED
PALM CLUB SANITARY SEWER DESIGN AGREEMENT**

Between

TOWN OF LAUDERDALE-BY-THE-SEA

And

Mathews Consulting, a Baxter & Woodman Company

THIS AGREEMENT (the “**PALM CLUB SANITARY SEWER DESIGN AGREEMENT**” or **Agreement**”) is made on this ___ day of _____, 2019, by and between the Town of Lauderdale-By-The-Sea, Florida, a Florida municipal corporation (the “**TOWN**”) and Mathews Consulting, a Baxter & Woodman Company, an Illinois corporation authorized to do business in the State of Florida, (the “**CONTRACTOR**”), whose principal place of business is 477 South Rosemary Avenue, Suite 300, West Palm Beach, FL 33401.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the TOWN issued RFQ No. 17-06-01 for Palm Club Sanitary Sewer Design Services (the “RFQ”) and selected the CONTRACTOR to provide professional engineering services for the design of the Palm Club sewer system for the Town (“Project”); and

WHEREAS, on February 27, 2018, the TOWN and CONTRACTOR entered into an agreement for engineering services for the design of the Palm Club Sewer System for the Town (“Agreement”); and

WHEREAS, the Parties desire to amend the Agreement to revise the scope of services.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and CONTRACTOR agree as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and are incorporated herein.

SECTION 2. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning. Additional definitions provided for in the RFQ are also incorporated herein.

- 2.1 **Contract Documents** refers to this Agreement, the Request for Qualifications No. 17-06-01 (RFQ), attached hereto and incorporated herein as **Exhibit 1**, CONTRACTOR’s revised proposal, dated October 16, 2019`, attached hereto and incorporated herein as **Exhibit 2**, all specifications, Certificate(s) of Insurance, Work Authorizations and all written amendments issued on or after the effective date of this Agreement.

In the event of conflict among the various components of the Contract Documents, the following shall govern in the following order: this Agreement, any written amendments thereto, the RFQ (**Exhibit 1**), CONTRACTOR's Proposal (**Exhibit 2**), and Work Authorizations.

- 2.2 **Compensation** means the total amount paid by the TOWN for the CONTRACTOR's professional services pursuant to an executed Work Authorization, exclusive of Reimbursable Expenses.
- 2.3 **Reimbursable Expenses** means the expenses directly attributable to the Work Authorization that are not Compensation in the Work Authorization, but that the TOWN agrees in writing will be costs the TOWN will reimburse to the CONTRACTOR. Reimbursable Expenses may include, application and permit fees paid for securing approval of authorities having jurisdiction over the Work Authorization; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings and other documents specified the Work Authorization; travel expenses as provided in Paragraph 3.4 of this Agreement. Travel Expenses are not a reimbursed expense unless CONTRACTOR has secured advance written authorization for such travel from the Town Manager.
- 2.4 **Subcontractor Fee** means the direct and actual cost of the subcontractor with no markup, as reflected by actual invoices of the subcontractor.
- 2.5 **Work Authorization** means the document issued by TOWN to a CONTRACTOR authorizing a specific scope of services, the Compensation to be paid, the time frame to complete the work and other project specific details.

SECTION 3. SCOPE OF SERVICES/COMPENSATION

- 3.1 CONTRACTOR shall meet the requirements and perform the services described in the RFP, attached hereto and incorporated herein as Exhibit 1, and CONTRACTOR's proposal, attached hereto and incorporated herein as Exhibit 2. The Services required by this Agreement, Exhibit 1, and Exhibit 2, shall collectively be referred to as "Services."
- 3.4 Travel Expenses, whether within or outside of Broward County, and whether to the specific project or otherwise, are not a reimbursed expense unless CONTRACTOR has secured advance written authorization for such travel from the Town Manager. All approved travel expenses will be reimbursed in accordance with the TOWN's adopted travel policy.
- 3.5 The Compensation for the Services provided under this Agreement shall be in accordance with Exhibit B, in an amount not to exceed \$382,732.00.
- 3.6 CONTRACTOR will invoice the TOWN on a monthly basis for services rendered the previous month. The invoice shall identify work completed, by whom and the percentage of the Services completed. Additionally, the invoice shall include a line item reflecting retainage as applicable.

After receipt of the invoice, the Town shall notify CONTRACTOR of any discrepancies or disputed items on the invoice. The TOWN may request additional information, including but not limited to, all invoices, time records, expense records, accounting records and payment records of CONTRACTOR. The TOWN shall pay the CONTRACTOR the undisputed portion of the invoice within thirty (30) days of receipt of the invoice.

The Town Manager shall make a final determination regarding any disputed portion of the invoice within forty-five (45) days of receipt of the invoice during which time the Town Manager or designee shall meet with the CONTRACTOR to seek resolution of the disputed billing.

- 3.7 Retainage: The TOWN reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONTRACTOR until the Project is completed. For projects that are divided into several phases, any retainage shall be withheld and may be released individually for each phase of the Project at TOWN's discretion. Said retainage may be withheld at the sole discretion of the Town Manager and as security for the successful completion of the CONTRACTOR'S duties and responsibilities under the Work Authorization.

SECTION 4. TERM/TERMINATION

- 4.1 **Term of Agreement.** This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until one year after the final completion of construction of the Project or final payment is made to CONTRACTOR, unless terminated earlier pursuant to this Agreement.
- 4.2 **Termination For Convenience.** The TOWN shall have the right at any time to terminate this Agreement for any reason whatsoever or without reason, upon thirty (30) calendar days' written notice to CONTRACTOR. If any such termination notice is provided by the TOWN, the CONTRACTOR shall immediately cease work on any Work Authorizations issued under this Agreement upon receipt of the notice from the TOWN. In the event the TOWN terminates the Agreement as provided for herein through no fault of the CONTRACTOR, the TOWN shall pay to the CONTRACTOR for work completed pursuant to this Agreement to the satisfaction of the TOWN, its reasonable documented costs actually incurred as of the date of the termination notice. Under no circumstances shall the TOWN make payment of profit for services that have not been performed. The parties acknowledge and agree that the Services to be provided under this Agreement are contingent on the TOWN receiving the necessary easements from Palm Club. Should Palm Club not provide the TOWN with the necessary easements, the TOWN may terminate this Agreement.
- 4.3 **Termination For Cause.** This Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially

to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated by the TOWN, the CONTRACTOR shall indemnify and hold the TOWN harmless against any loss pertaining to such termination. In the event that the CONTRACTOR 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 4.2 and the provisions of Section 4.2 shall apply.

- 4.4 **Town Right to Extend.** At the sole discretion of the Town Manager, this Agreement may be extended for a period of up to ninety (90) days beyond the specified expiration date in Section 4.1 if such extension is deemed by the Town Manager to be in the best interest of the Town. Extensions beyond ninety (90) days must be approved by the Town Commission.

SECTION 5. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

- 5.1 **Change Order Defined.** A Change Order shall mean a written order to the CONTRACTOR executed by the TOWN and CONTRACTOR, issued after execution of a Work Authorization, authorizing and directing a change in the Scope of Services or an adjustment in the Compensation or the completion time, or any combination thereof. A Work Authorization shall only be modified by an executed Change Order or the issuance of a new Work Authorization.
- 5.2 **Effect of Executed Change Order.** The execution of a Change Order by the TOWN and the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR and the TOWN's agreement to the ordered changes in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the TOWN for additional time or Compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order. The CONTRACTOR agrees that no claim for delay damages shall be asserted against the TOWN and hereby waives the right to assert any such claim.

SECTION 6. SURVIVAL OF PROVISIONS

Any terms or conditions of either this Agreement or any subsequent Work Authorization that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

SECTION 7. TOWN'S RESPONSIBILITIES

- 7.1 TOWN shall assist CONTRACTOR by providing CONTRACTOR with available information that is pertinent to the Work Authorization as may be requested in writing by the CONTRACTOR and allow reasonable access to pertinent information relating to the services to be performed by CONTRACTOR.
- 7.2 TOWN shall provide CONTRACTOR access to TOWN property as required for CONTRACTOR to perform services under this Agreement or any Work Authorization.

SECTION 8. ETHICS

- 8.1 The applicable code of ethics from the state professional organization of the CONTRACTOR's professional discipline shall be incorporated in this Agreement by this reference. For example, for engineers, the code of ethics of the Florida Engineering Society shall be incorporated in this Agreement by this reference. If there is not a code of ethics from the state professional organization, then the code of ethics from the national professional organization shall be incorporated.
- 8.2 CONTRACTOR warrants and represents that its employees shall abide by the applicable provisions of the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes, and Broward County Code of Ethics (County Code Section 1-19), as they may be amended from time to time.
- 8.3 No officer or employee of the Town of Lauderdale-By-The-Sea, Florida, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.

SECTION 9. POLICY OF NON-DISCRIMINATION/WAGES

- 9.1 The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work or services provided under this Agreement or any Work Authorization and shall not engage in or commit any discriminatory practice against any person based on race, color, religion, sex, sexual orientation, age, marital status, national origin, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery in the performance of work under this Agreement or a Work Authorization.
- 9.2 If a specific project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, CONTRACTOR shall be required to comply with such provisions.

SECTION 10. OWNERSHIP OF DOCUMENTS/DELIVERABLES

- 10.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the TOWN or furnished by the CONTRACTOR pursuant to any Work Authorization shall become the property of the TOWN, whether the Work Authorization for which they are made is completed or not, and shall be delivered by CONTRACTOR to the TOWN within 10 calendar days after written notice requesting delivery of such documents. In no event shall the CONTRACTOR use, or permit to be used, any of the documents, without the TOWN'S prior written authorization.
- 10.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the CONTRACTOR for a Work Authorization shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the TOWN.
- 10.3 All final plans and documents prepared by the CONTRACTOR shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida and date approved and/or sealed.
- 10.4 All deliverables should be provided in hard copy format as well as electronic format to the TOWN. Drawings should be provided in CADD and PDF, spread sheets in Microsoft Excel, and written documentation in Microsoft Word. The date of submittal to the TOWN shall be deemed to be the later of delivery of hard copies or delivery of electronic copies as applicable.

SECTION 11. RECORDS/AUDITS

- 11.1 CONTRACTOR shall maintain and require subcontractors to maintain, complete and correct records, books, documents, papers and accounts pertaining to each Work Authorization and any work performed in connection with this Agreement. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the Town Manager or any authorized TOWN representative with reasonable notice and shall be kept for a period of five (5) years after the completion of each Work Authorization or such longer time as may be required by applicable law. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by, or reimbursement to, the TOWN of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the TOWN.
- 11.2 The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:
 - (a) CONTRACTOR agrees to keep and maintain public records in CONTRACTOR'S possession or control in connection with CONTRACTOR'S performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records

disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.

- (b) Upon request from the TOWN's custodian of public records, CONTRACTOR shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN.
- (d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the Town in a format that is compatible with the TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- (e) Any Compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4200, Tedraa@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

- 11.3 Refusal of the CONTRACTOR to comply with the provisions of Sections 11.1 or 11.2 shall be grounds for immediate termination for cause by the TOWN of this Agreement or any Work Authorization.

SECTION 12. NO CONTINGENT FEE

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the CONTRACTOR violates this provision, the TOWN shall have the right to terminate this Agreement or any Work Authorization, without liability, and at its sole discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor under this Agreement and any Work Authorizations. Services provided by the CONTRACTOR shall be by employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement or any Work Authorizations shall be those of the CONTRACTOR.

SECTION 14. ASSIGNMENT; AMENDMENTS

- 14.1 This Agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR, without the prior written consent of the TOWN, which may be withheld in the TOWN's sole discretion.
- 14.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 15. INDEMNIFICATION/HOLD HARMLESS

- 15.1 The CONTRACTOR shall indemnify and hold harmless the TOWN and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent such liabilities, damages, losses, or costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR or any persons employed or utilized by the CONTRACTOR in the performance of this Agreement or any Work Authorization. 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.
- 15.2 CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement and each Work Authorization for the above hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 16.

SECTION 16. INSURANCE

The CONTRACTOR shall secure and maintain throughout the duration of this Agreement and any Work Authorization, insurance of such type and in such amounts necessary to protect its interest and the interest of the TOWN against hazards or risks of loss as specified below. The insurance coverage shall be primary insurance with respect to the CONTRACTOR, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the

CONTRACTOR'S insurance and shall not contribute to the CONTRACTOR'S insurance. The following minimum insurance coverage requirements shall apply on a per project basis:

- 16.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for Statutory Limits as required by applicable State and Federal laws. Employers Liability Limits shall be no lower than \$500,000 each accident, \$500,000 each employee (disease), \$500,000 disease (policy limit).
- 16.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the TOWN and the CONTRACTOR against claims for injuries to members of the public and/or damages to property of others arising from the CONTRACTOR'S use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, Hired & Non Owned Auto Liability. Defense Costs must be 'outside the limits' of liability.
- 16.3 **Comprehensive General Liability.** This insurance shall be written on a "per occurrence" basis only in comprehensive form and shall protect the TOWN and the CONTRACTOR against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONTRACTOR or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000 per occurrence combined single limit, or \$1,000,000 per occurrence/\$2,000,000 general aggregate for Bodily Injury and Property Damage and 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. Defense Costs must be 'outside the limits' of liability.
- 16.4 **Professional Liability:** \$1,000,000 per incident. If coverage is written on a claims-made form, the retroactive date of coverage shall be no later than the inception date of the claims made coverage, unless the prior act policy was extended indefinitely to cover prior period acts. Provisions shall be made to provide coverage beyond the policy year, when necessary. Defense Costs must be 'outside the limits' of liability.

At the Town's sole discretion, the requirement for professional liability insurance may be waived in certain limited circumstances based on the nature of a specific project.

- 16.5 **Certificate of Insurance:** Concurrent with the execution of this Agreement and prior to the execution of a Work Authorization, the CONTRACTOR shall provide the TOWN an original Certificate of Insurance documenting compliance with each required insurance policy. The TOWN is to be specifically included as an Additional Insured for General Liability and Auto Liability of the CONTRACTOR resulting from operations performed by or on behalf of TOWN in performance of this or any Work Authorization. The General Liability Additional Insured Endorsement MUST include 'Completed Operations' using

the latest version of CG 20 37 04 13- Additional Insured-owners, lessees, or contractors-**Completed Operations** & CG 20 10 04 13 Additional Insured-owners, lessees or contractors-scheduled person or organization. Each Certificates of Insurance shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the TOWN before any policy or coverage is cancelled or restricted. CONTRACTOR's proposed insurance coverage is subject to approval of the Town Manager, in the Town Manager's sole discretion.

CONTRACTOR'S insurance, including that applicable to the TOWN as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the TOWN shall be in excess of and shall not contribute to CONTRACTOR'S insurance. CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

- 16.6 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The CONTRACTOR shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The Town Manager may require the CONTRACTOR, as a condition of execution of a particular Work Authorization, to provide a bond or other monetary consideration to cover the CONTRACTORS' deductible for Professional Liability Insurance.
- 16.7 Insurance carriers providing the insurance required by this Agreement or any Work Authorization must be licensed in the State of Florida as evidenced by certificates of authority from the Department of Financial Services of the State of Florida, or have an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have and must maintain a rating of "A" or better according to the A.M. Best Company. If during the period when an insurer is providing insurance required by this Agreement an insurer shall fail to comply with the foregoing minimum requirements, the Town shall be notified in writing as soon as possible. The Contractor shall have 20 days to replace such insurance with an insurer who meets the acceptable insurance provider requirements as stated herein.
- 16.8 The TOWN reserves the right to change the insurance requirements depending upon the scope of work in a Work Authorization.

SECTION 17. REPRESENTATIVE OF TOWN AND CONTRACTOR

- 17.1 **TOWN Representative.** It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager, or his/her designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.
- 17.2 **CONTRACTOR Representative.** CONTRACTOR shall inform the TOWN Representative, in writing, of the representative of the CONTRACTOR to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

SECTION 18. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

- 18.1 If either the TOWN or CONTRACTOR is required to enforce the terms of this Agreement or any Work Authorization 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 costs, expenses, and attorney's fees in any state or federal administrative, circuit court and appellate court proceedings.
- 18.2 In the event of any litigation arising out of this Agreement or any Work Authorization, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 20. CONTRACTOR'S RESPONSIBILITIES

- 20.1 Any and all drawings, plans, specifications, or other construction or contract documents prepared by the CONTRACTOR shall be accurate, coordinated and adequate for construction, as applicable, and shall comply with all applicable TOWN Codes, county, state and federal laws, rules and regulations.
- 20.2 The CONTRACTOR shall exercise the same degree of care, skill and diligence in the performance of the services for each Work Authorization as is ordinarily provided by a professional engineer, architect, landscape architect, surveyor or mapper, as applicable, under similar circumstances. If at any time during the term of any Work Authorization or the construction of a specific project for which the CONTRACTOR has provided engineering, architectural landscape architectural, surveying or mapping services under a prior Work Authorization, it is determined that the CONTRACTOR's documents are incorrect, defective or fail to conform to the Scope of Services of the particular Work Authorization, upon written notification from the TOWN, the CONTRACTOR shall immediately proceed to correct the work, re-perform services that failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the TOWN for any other services and expenses made necessary thereby, save and except any costs and expenses which the TOWN would have otherwise paid absent the CONTRACTOR's error or omission. The TOWN's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights

and remedies provided by this Agreement or the Work Authorization, in equity or otherwise.

- 20.3 The CONTRACTOR'S obligations under Paragraph 20.2 of this Agreement shall survive termination of this Agreement or Work Authorization.
- 20.4 CONTRACTOR shall comply with all laws, ordinances, and governmental rules, regulations and order, now or at any time during the term of the Agreement, which are applicable to or which affect the work performed under this Agreement or any Work Authorization or any procedures of the CONTRACTOR for such work.
- 20.5 CONTRACTOR shall be responsible for technically deficient designs, reports, or studies due to CONTRACTOR's errors and omissions, and shall promptly correct or replace all such deficient design work due to CONTRACTOR's errors and omissions without cost to TOWN upon the request of the TOWN. CONTRACTOR shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the TOWN for work performed does not constitute a waiver of this provision.

SECTION 21. SUBCONTRACTORS

- 21.1 In the event the CONTRACTOR requires the services of any subcontractors or other professional associates in connection with services covered by any Work Authorization, the CONTRACTOR must secure the prior written approval of the Town Manager.
- 21.2 Any subcontract with a subcontractor shall afford to the TOWN rights against the subcontractor which correspond to those rights afforded to the TOWN against the CONTRACTOR herein, including but not limited to those rights of termination as set forth herein.
- 21.3 No reimbursement or payment shall be made to the CONTRACTOR for any subcontractors that have not been previously approved by the TOWN for use by the CONTRACTOR and CONTRACTOR's solely responsible for use of unimproved subcontractors.
- 21.4 CONTRACTOR shall provide the Town Manager with evidence of insurability consistent with the minimum insurance coverage requirements in Section 16 of this Agreement for all subcontractors proposed by CONTRACTOR to perform services under this Agreement or any Work Authorization. The subcontractors insurance shall list the TOWN as an Additional Insured for General Liability and Auto Liability of the subcontractor resulting from operations performed by or on behalf of TOWN in performance of this Agreement or any Work Authorization.

SECTION 22. NOTICES

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

Jason A. Pugsley, P.E., Vice President
Mathews Consulting, a Baxter & Woodman Company
477 South Rosemary Avenue, Suite 330
West Palm Beach, FL 33401
Telephone: (561) 655-6179
Facsimile: ()

FOR TOWN:

Town of Lauderdale-By-The-Sea
Attention: Town Manager
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: (954) 640-4200

With a copy to:

Town of Lauderdale-By-The-Sea
Attention: Town Attorney
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: (954)763-4242

SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement and any Work Authorization by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the Compensation of this Agreement or any Work Authorization are accurate, complete, and current at the time of contracting. Each Work Authorization's Contract Prices and any additions shall be adjusted to exclude any significant sums by which the TOWN determines the Work Authorization Contract Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Work Authorization.

SECTION 24. DISPUTE RESOLUTION

- 24.1 Any dispute concerning performance of this Agreement shall be decided by the TOWN, who shall reduce the decision to writing and serve a copy on the CONTRACTOR. The decision shall be final and conclusive unless within 21 calendar days from the date of receipt, the CONTRACTOR files with the TOWN a petition for administrative hearing. The TOWN's decision on the petition shall be final, subject to the CONTRACTOR's right to review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the CONTRACTOR's ability to pursue any other form of dispute resolution, including, but not limited to, litigation; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
- 24.2 Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Broward County, Florida.

SECTION 25. DEFAULT

25.1 An event of default shall mean a breach of this Agreement by the CONTRACTOR. Without limited the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- A. CONTRACTOR has not performed services on a timely basis;
- B. CONTRACTOR has refused or failed, except in the case for which an extension of time is provided, supply enough properly skilled Staff personal;
- C. CONTRACTOR has become insolvent or has assigned the proceeds received for the benefit of the CONTRACTOR's creditors, or the CONTRACTOR has taken advantage of any insolvency statute or debtor/creditor law or if the CONTRACTOR's affairs have been put in the hands of a receiver.
- D. CONTRACTOR has failed to obtain the approval of the TOWN where required by this Agreement;
- E. CONTRACTOR has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

25.2 In the event CONTRACTOR fails to comply with the provisions of this Agreement, the TOWN may declare the CONTRACTOR in default, notify the CONTRACTOR in writing, and give the CONTRACTOR a reasonable time to cure the default. In no event shall the time period for curing the defect exceed fifteen (15) business days unless otherwise agreed to by the parties. If the CONTRACTOR fails to cure the default, compensation will only be for any completed professional services. In the event payment has been made for such professional services not completed, the CONTRACTOR shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Section shall limit the TOWN's right to terminate, at any time, pursuant to this Agreement.

In the event of default, the CONTRACTOR shall be liable for all damages resulting from the default, including but not limited to:

- a. Lost funding; and
- b. The difference between the cost associated with procuring services and the amount actually expended by the TOWN, including procurement and administrative costs.

The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the TOWN in law or equity.

SECTION 26. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement or any Work Authorization. Venue of any action to enforce this Agreement or any Work Authorization shall be in Broward County, Florida.

SECTION 27. GOVERNING LAW

This Agreement and any Work Authorization shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 28. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 29. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 30. SEVERABILITY

If any provision of this Agreement or any Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 31. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The TOWN , signing by and through its Town Manager, attested to by its Town Clerk, duly authorized to execute same and by CONTRACTOR by and through its _____, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

ATTEST:

TOWN OF LAUDERDALE BY-THE-SEA

Tedra Allen
Town Clerk

By: _____
Bill Vance
Town Manager

Date: _____

Approved as to form and legality
for the use of and reliance by the
Town only:

Susan L. Trevarthen
Town Attorney

WITNESS:

CONTRACTOR

Print Name: _____

By: _____
James Pugsley, Vice President

Date: _____

LAUDERDALE BY • THE • SEA



REQUEST FOR QUALIFICATIONS FOR
Palm Club Sanitary Sewer Design

REQUEST FOR QUALIFICATIONS No. 17-06-01
Submittal Deadline: **August 1, 2017 at 2:00 P.M.**

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

This is a Request for Qualifications (“RFQ”) solicitation being conducted pursuant to Section 287.055, Florida Statutes, known as the Consultant’s Competitive Negotiation Act (CCNA).

The Town of Lauderdale-By-The-Sea, Florida (hereafter “**TOWN**”) invites qualified firms to submit their qualifications and experience for consideration to provide:

Palm Club Sanitary Sewer Design Services

Sealed responses to this RFQ will be received until 2:00 P.M. (local), August 1, 2017, in Town Hall, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

Responses should be clearly marked "RFQ 17-06-01 Palm Club Sanitary Sewer Design".

All information required by this RFQ shall be submitted to the TOWN by the submittal deadline to constitute a valid response.

The TOWN normally opens responses to RFQs as soon as practical after the submittal deadline; however, the TOWN reserves the right to delay that opening if necessary. The openings of all RFQs are open to the public.

ALL QUESTIONS AND CONTACT WITH THE TOWN REGARDING THIS RFQ ARE TO BE DIRECTED TO:

Tedra Allen, Town Clerk
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4201
Fax: 954-640-4236
Email: TownClerk@lbts-fl.gov

RFQ documents may be obtained via the Internet at <http://www.lauderdalebythesea-fl.gov/town/rfp-page.html> or on www.Demandstar.com.

The documents may also be obtained by contacting the Town Clerk.

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Section 1 General Information

1. DEFINITIONS. For the purposes of this Request for Qualifications (RFQ):

CCNA means the Consultants' Competitive Negotiation Act found in Section 287.055, Florida Statutes.

Qualified Firm means a Respondent who is deemed by the Town Manager to be highly qualified to perform the professional services described in this RFQ and is included on the list of Firms submitted to the Town Commission.

Respondent means the individual, organization, corporation, or firm, submitting a response to this RFQ.

Selected Firm means a Qualified Firm that has been approved by the Town Commission and has executed a Professional Services Contract.

Submittal Deadline means the date and time after which at the TOWN will not accept responses to this RFQ.

TOWN means the Town of Lauderdale-By-The-Sea, Broward County, Florida.

Work Authorization means the document issued by TOWN to a Selected Firm authorizing a specific scope of services, the compensation to be paid, the time frame to complete the work and other project specific details.

2. NATURE OF THE WORK

A. The TOWN intends to enter into a contract with the most qualified firm to provide professional engineering services as defined in Section 287.055(2)(a), Florida Statutes.

B. The professional engineering services to be provided are for the design and construction of the Palm Club Sanitary Sewer System and may include:

- sanitary sewer, lift stations and other utilities;
- land surveying;
- site planning and evaluation;
- preparation of plans, reports, and analyses;
- permitting;
- specifications and/or bid preparation; and
- construction management, supervision, inspection and administration.

C. After the selection of the top ranked Firm to perform the work, the TOWN will request a proposal from the firm. If the TOWN and the Selected Firm agree, then a Work Authorization will be issued by the TOWN authorizing a specific scope of services, the compensation to be paid, the time frame to complete the work and other project specific details.

Section 1 General Information

3. DESCRIPTION OF WORK

A. GENERAL INFORMATION ABOUT THE TOWN'S PROJECT

The Town of Lauderdale-By-The-Sea is a seaside community with a permanent population of about 6,000 that increases to about 11,000 during the winter season.

The TOWN has agreed to install a new sanitary sewer system for the Palm Club located in 1400 block of South Ocean Drive. The Palm Club consist of approximately 100 residential units that will be connected to the City of Pompano Beach 18-inch force main located on the west side of South Ocean Drive

B. SCOPE OF SERVICES

The scope of services to be provided by the Selected Firm may include, but is not limited to, the following, all of which shall be performed in accordance with applicable law:

- a. Prepare preliminary or feasibility design reports and/or design alternative recommendations. This may include preparation of conceptual designs, various types of utility modeling, surveying, field data analysis, estimates of probable construction cost and life-cycle cost analysis.
- b. Organize and attend up to four meetings with and/or make presentations to the Town Commission, TOWN management, homeowner association, and other interested stakeholder groups as requested by the TOWN. Prepare recommendations for appropriate community outreach components and processes for project development.
- c. Conduct and/or attend pre-design, design, bidding and bid award meetings that the TOWN deems attendance is required.
- d. Prepare required bidding/construction documents for the project(s). This may include the preparation of surveys, design plans, technical specifications, cost estimates, permit applications to government agencies, and other related contract documents.
- e. Assist in evaluating bids and making bid award recommendations for construction contract(s).
- f. Provide engineering, management, administration, inspection and value engineering services for the project during construction. This may include responding to contractor's Requests for Information, shop drawing/contractor submittal review and approval, inspection and approval of project improvements or progress, certification of projects from various permitting entities, possible field revisions, and review and approval of contractor pay applications. Evaluate and make recommendations on change orders.
- g. Provide project close-out services. This may include inspection, preliminary and final acceptance of projects, preparation and approval of

Section 1 General Information

punch list items, providing as-built record drawings, operation and maintenance manuals, and project certification as required to all permitting agencies.

- h. Identify possible grant funding opportunities and write grant applications or portions thereof for submittal to appropriate agencies.

C. **DELIVERABLES:**

Deliverables will be defined in each Work Authorization.

4. **ANTICIPATED TERM**

The Professional Engineering Services Contract and work authorizations will be awarded only for the Palm Club Sanitary Sewer Design.

5. **CCNA REQUIREMENT**

The estimated construction cost of this project may exceed \$2 million.

6. **MINIMUM REQUIRED EXPERIENCE & QUALIFICATIONS**

In order to be deemed responsive and considered for contract award, firm(s) or individuals must satisfy the following mandatory minimum requirements for their respective disciplines:

General Requirements:

- A. Maintain an office in the tri-County area (Broward, Dade and Palm Beach Counties), which is the home office for the principal professional of record and most of the professional's support team.
- B. Possess and maintain all necessary and appropriate Florida licenses and certifications required for the services proposed to be provided.
- C. Have at least fifteen (15) years of experience in providing engineering services to local governments.
- D. The person proposed to be assigned to manage the TOWN contract shall be a registered professional engineer with the State of Florida and shall provide his or her license number in the response.

If a firm has not been in existence for the required number of years, but the principals who are proposed to be assigned to the TOWN's contract have the requisite experience with another firm, that experience may satisfy the required experience.

Section 1 General Information

7. SELECTION PROCESS

The TOWN will follow the selection process set forth below and in accordance with the TOWN Purchasing Manual, which is on the TOWN's website: <http://www.lbts-fl.gov/TownDocs2017/purchasingmanual.html>

- A. **Reserved Rights:** The TOWN reserves the right to:
 - Change the Submittal Deadline or cancel this RFQ;
 - Reject incomplete, irregular, or non-responsive response;
 - Reject responses with or without cause and for any reason including, but without limitation, if the Respondent fails to submit any required documentation, if the Respondent is in arrears or in default upon any debt or contract to the TOWN or has failed to perform faithfully any previous contract with the TOWN or with other governmental jurisdictions;
 - Solicit and re-advertise for other response; or,
 - Waive any irregularities or informalities when in the best interest of the TOWN.
- B. **Interviews:**

The TOWN wishes to avoid the expense to the TOWN and to Respondents of unnecessary presentations. Therefore, the TOWN will make every reasonable effort to achieve the initial ranking using written submittals. The TOWN, however, reserves the right to conduct personal interviews or require presentations prior to selection if the TOWN deems this is necessary in order to select its top-ranked firms. The TOWN will not be liable for any expenses which Respondents may incur in connection with a presentation to the TOWN or related in any way to this RFQ.
- C. **Request for Additional Information:**

The Respondent shall furnish such additional information as the TOWN may reasonably require. The TOWN reserves the right to make investigations of the qualifications of the Respondent as it deems appropriate, and to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Respondent, including shareholders, principals and senior management. Failure to provide additional information requested may result in disqualification of the response.
- D. **Evaluation Committee**
 - a. An Evaluation Committee (the “**Committee**”) will be established by the Town Manager to review and evaluate all submittals.
 - b. The Committee will first review each submittal for compliance with the minimum qualifications and mandatory requirements of the RFQ. Failure to comply with the RFQ requirements may disqualify a response.
 - c. The Committee will then evaluate the submittals based on the evaluation criteria herein and establish a list of Qualified Firms deemed to be the

Section 1 General Information

most qualified and most advantageous to the TOWN to provide the services requested.

The Committee or the Town Commission may request oral presentations from the Respondents. The selection recommendation will be brought to the Town Commission for approval and authorization to begin contract negotiation with the most qualified firms.

E. Shortlisting of Firms.

Depending on the number of responses received, the Town may short-list respondents in order to facilitate more in-depth analysis of a manageable number of responses. These short-listed respondents may or may not be interviewed by the appointed Committee.

8. EVALUATION CRITERIA

The following criteria will be used to evaluate the submittals. Not all of these criteria will apply to each discipline for which professional services are sought.

- A. Respondent's number of years in business.
- B. Respondent's in-house expertise and applicability for the required services, including the demonstrated experience of the key officers and individuals proposed to be assigned to the TOWN contract.
- C. The scope, breadth, depth and quality of experience and past performance record on projects of similar type, size, quality and scope in Florida and elsewhere. Experience in completing projects and providing services similar to those required by the TOWN as demonstrated in project/service history descriptions.
- D. The degree to which the Respondent can provide services for the Palm Club Sanitary Sewer Project with in-house resources and the availability of those resources.
- E. Respondent's dependence on outside contractors and the qualifications, licenses and references for any proposed sub-consultants or subcontractors may be considered.
- F. Respondent's ability to provide all services required in a timely manner, including Respondent's ability to respond quickly, efficiently and cost- effectively.
- G. Respondent's familiarity and success with permitting agencies and permitting procedures in South Florida.
- H. The sufficiency of Respondent's staff to provide the required services.
- I. Past performance with other governmental jurisdictions and, if applicable, on TOWN projects (previous employment or contractual experience with the TOWN is not required).
- J. The location of the firm and the place from which the work is to be performed.
- K. Past history of meeting required time frames.

Section 1 General Information

- L. Financial resources and capabilities.
- M. Other factors considered relevant to analyze Respondent's expertise including as authorized or required by Florida Statutes.

9. CONTRACT AWARD

Any contract award resulting from this RFQ requires Town Commission approval and execution of a contract approved by the Town Attorney.

The award will be to the firm whose submittal complies with all material requirements set forth in this RFQ and whose qualifications and response, in the opinion of the TOWN, are the most advantageous to the TOWN, taking into consideration all aspects of the Respondent's response.

The TOWN shall be the sole judge of its own best interests, the responses, and the resulting negotiated Professional services contract, if any.

10. PROFESSIONAL SERVICES CONTRACT

The TOWN anticipates entering into professional services contracts with the Qualified Firm judged by the TOWN to be the most highly qualified to perform the requested services.

The selected Respondent is expected to execute the Town's standard Services Agreement, in the form approved by the Town Attorney.

The TOWN's standard services contract is included as **Exhibit 6** and also is available on the TOWN's website: <http://www.lauderdalebythesea-fl.gov/town/rfp-page.html>

11. ETHICS

With respect to submittals to this RFQ or any future transaction with the TOWN, if any Respondent or Selected Firm violates or is a party to a violation of the ethics ordinances or rules of the TOWN, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent or Selected Firm may be disqualified from furnishing the services for which the submittal or response is submitted and may be further disqualified from submitting any future submittals or responses for goods or services to TOWN.

End of Part 1

Section 2 – RFQ Requirements

12. RFQ GENERAL INFORMATION

A. INCURRED EXPENSES

The TOWN is not responsible for any expenses that Respondents may incur preparing and submitting their response to this RFQ or for any expenses related to any presentation by Respondents, whether requested by the TOWN or otherwise.

B. INQUIRIES

The TOWN will not respond to oral inquiries. Respondents may mail, email or fax written inquiries regarding this RFQ to the attention of the Town Clerk. Please mark the correspondence "RFQ No. 17-06-01 QUESTION".

The TOWN will respond to written inquiries received at least 7 working days prior to the Submittal Deadline. The TOWN will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the TOWN will email, mail or fax written addenda to any potential Respondent who has provided their contact information to the Town Clerk. Although the TOWN will make an attempt to notify each prospective Respondent of any addendum or change in requirements or dates, it is the sole responsibility of a Respondent to remain informed as to any changes to the RFQ.

C. ADDENDUM, AMENDMENT, CHANGE IN DATES

At its sole discretion, the TOWN may postpone or reschedule any dates in the selection process or any term of the RFQ. If changes are made, the TOWN will issue an addendum (addenda) prior to the Submittal Deadline. It is the sole responsibility of a Respondent to remain informed as to any changes.

D. PRE-RESPONSE MEETING

A pre-response meeting is not scheduled or anticipated.

F. RESPONSE SUBMISSION

Respondents shall submit in a sealed, opaque package:

- one (1) original printed response;
- three (3) hard copies of the printed response; and,
- one (1) electronic copy of the response.

The electronic copy of the response shall be in PDF or Microsoft Word file formats. Complex graphics, appendixes, and additional materials do not have to be submitted electronically.

Submissions shall be clearly marked on the outside as follows:

Section 2 – RFQ Requirements

To: Town of Lauderdale-By-The-Sea
RFQ No. 17-06-01

Project: Palm Club Sanitary Sewer Design

Submitted by: _____

Address: _____

Telephone: _____

Email: _____

Responses shall be submitted in person or by mail prior to the Submittal Deadline. Email submittals are not accepted.

The TOWN cautions Respondents to assure actual delivery of responses to the TOWN prior to the Submittal Deadline. Telephone confirmation of timely receipt of a response may be made by calling the Office of the Town Clerk (954-640-4200).

Submittals, additions, or changes after the Submittal Deadline will not be accepted and will be returned to the Respondent.

Respondents may withdraw their responses by notifying the TOWN in writing at any time prior to the opening. Responses, once opened, become property of the TOWN and will not be returned.

G. PUBLIC RECORDS

Responses to this RFQ are public records and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the Respondent's responsibility to become familiar with these concepts and to specifically note any information in the response that they believe is confidential and/or exempt from public disclosure.

13. RESPONSE FORMAT & CONTENT

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the responses be organized in the manner specified herein.

RESPONDENTS SHALL COMPLETE AND SUBMIT THE REQUIRED RFQ FORMS OR YOUR RESPONSE WILL BE DEEMED NON-RESPONSIVE.

The forms may be duplicated and most are available in WORD. Any erasures or corrections on the form must be made in ink and initialed by Respondent in ink. All

Section 2 – RFQ Requirements

information submitted by the Respondent shall be printed, typewritten or completed in ink. Responses shall be signed in ink.

All responses shall be submitted as specified in this RFQ. Any attachments shall be clearly identified. In order to be deemed responsive and considered for contract award, the response must fully respond to all parts of the RFQ.

Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the response. If publications are supplied by a responder to respond to a requirement, the response should include reference to the document number and page number. Responses lacking this reference may be considered to have no reference material included.

Respondents shall prepare their responses using the following format:

1. Title Page

The title page shall show the name of Respondent's agency/firm, address, telephone number, name of contact person, date, and the RFQ number.

2. Letter of Transmittal

This letter will summarize in one or two pages, the following information:

- a. List the professional services identified in this RFQ you are qualified and willing to perform.
- b. A statement that the business is licensed, permitted and/or certified to do business and practice a specific discipline, or is a design- build firm (as applicable) in the State of Florida and attach copies of all such licenses issued to the business entity.
- c. Identify any supplemental materials that have been included that might enhance the TOWN's understanding of the firm and its capabilities and experience in light of the qualification evaluation criteria.
- d. Identify the Response Contract.
The name of the person who is authorized to make representations for the Respondent during the evaluation phase, their title, email address, and telephone number.
- e. Identify the Contract Administrator.
The name of the person who will be the firm's contact during the term of the contract, their title, email address, and telephone number.
- f. Identify the Project Manager.
The name of the person who will be assigned as the primary contact with the TOWN, their title, email address, and telephone number. Provide the person's background, training, experience, qualifications and authority.
- g. The official legally authorized to negotiate and execute a contract on behalf of the Respondent must sign the letter of transmittal.

Section 2 – RFQ Requirements

3. Table of Contents

Include a clear identification of the submitted material by section and by page number.

4. Organization Profile, Qualifications and Experience (RFQ Form 1, Exhibit 1)

A. Complete Form 1 (**Exhibit 1**) and include it as the first page of this section.

B. Following Form 1, provide the following information in the order requested in the format of your choosing, :

- Considerable relevant experience that demonstrates both the experience and capability of particular personnel who will actually perform the work.

Include the work that the firm has done within the past ten (10) years for other governmental entities. Describe the work performed, and the year and amount of time the firm was engaged. Provide contact information for each.

Note: If a firm has not been in existence for ten (10) years, or the personnel who are proposed to be assigned to the TOWN's contract have the requisite experience with another firm, list the work by both the firm and the personnel.

- Include documentation indicating that the firm or individual is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- A description of the individual responsible
- The resumes and professional qualifications of the primary individual(s) who will work on this project.

5. References (RFQ Form 2)

Complete RFQ Form 2 (**Exhibit 2**) by providing at least four (4) clients or business references, with whom we may speak during the evaluation phase, which have utilized the services being proposed to the TOWN.

6. Insurance:

Include a statement that the Respondent commits to, and is able to, obtain and provide proof of insurance that meets the requirements specified in the Professional services contract (**Exhibit 6**).

NOTE: The following is NOT required when you submit your response.

If deemed to be a Qualified Firm, Respondents shall provide a list of claims for the past five (5) years, including those presently outstanding against the firm.

Section 2 – RFQ Requirements

This information shall be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.

7. Professional Services Contract

Include a statement that the Respondent takes no exceptions to the TOWN's standard Professional service contract (**Exhibit 6**) or in the alternative, clearly and prominently indicate what exceptions are taken and any proposed modifications to the TOWN's Professional services contract (**Exhibit 6**).

RESPONDENTS TAKING EXCEPTION ARE SOLELY RESPONSIBLE FOR THIS RISK. The TOWN is under no obligation to accept or consider any exceptions, or accept any Response with an exception. Respondents are reminded that they may submit one Response without exceptions and an alternate Proposal with exceptions.

8. Additional Forms.

THE FOLLOWING ADDITIONAL FORMS SHALL BE EXECUTED AND SUBMITTED WITH YOUR RESPONSE TO BE DEEMED RESPONSIVE.

EXHIBIT 3, RFQ FORM 3: RESPONDENT'S CERTIFICATION

**EXHIBIT 4, RFQ FORM 4: SWORN STATEMENT PURSUANT TO
SECTION 287.133(3)(A). FLORIDA
STATUTES ON PUBLIC ENTITY CRIME**

EXHIBIT 5, RFQ FORM 5: NO FINANCIAL INTEREST STATEMENT

9. Compensation

The response ***shall not*** include rates or fees for any services. The Town Manager will negotiate fees that the TOWN determines to be fair, competitive and reasonable with the Selected Firm.

10. Representations and Warranties.

In submitting a response, Respondent warrants and represents that:

- A. Respondent has given TOWN written notice of all conflicts, errors, ambiguities, or discrepancies that Respondent has discovered in this RFQ and any addenda thereto, and the written resolution thereof by the TOWN is acceptable to Respondent.
- B. The RFQ is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the response that is submitted.

Section 2 – RFQ Requirements

- C. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the TOWN has any interest, financially or otherwise, in this RFQ or related contract.

End of Part 2

THE REST OF THIS PAGE IS INTENTIONALLY BLANK

RFQ FORMS

***THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH YOUR RESPONSE
TO BE DEEMED RESPONSIVE.***

RFQ FORM 1: QUALIFICATIONS STATEMENT

Proposer: _____

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - a. The correct and full legal name of the Respondent is:
 - b. The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - c. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail:
 - a. Number of employees;
 - b. Number of years your organization been in business; and,
 - c. The organization's specialty.
3. The contact information (address, telephone and fax) of the principal place of business:
4. The contact information (address, telephone and fax) of the closest business location to TOWN if different than number 3:
5. Name and title of employees to be assigned to the Town contract, if awarded:
6. Company identification numbers for the Internal Revenue Service:
7. Broward County business tax receipt number, if applicable, and expiration date:
8. List the last three project of this nature that the firm has completed? Please provide project description, reference and cost of work completed.
9. Have you ever failed to complete any work awarded to you? If so, where and why?

RFQ FORMS

10. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this contract that are **in progress** as of the date of submission of this Response.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

Provide the following information for any sub-contractors you propose to engage if awarded a contract.

Subcontractor Name	Contact Information	Work to be Performed

The foregoing list of subcontractors may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFQ FORMS

RFQ FORM 3: RESPONDENT'S CERTIFICATION

Respondent: _____

***THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE
TO BE DEEMED RESPONSIVE.***

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

I have carefully examined the Request for Qualifications referenced above ("RFQ") and any other documents accompanying or made a part of this RFQ.

I hereby propose to furnish the goods or services specified in the RFQ. I agree that my response will remain firm for a period of 150 days in order to allow the TOWN adequate time to evaluate the responses.

I certify that all information contained in this response, which includes the TOWN required RFQ forms A, B, C, D and E is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

Respondent hereby authorizes the TOWN, its staff or consultants, to contact any of the references provided in the response and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this response.

I further certify, under oath, that this response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response for the same product or service; no officer, employee or agent of the TOWN or any other proposer has a financial interest in said response; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters herein contained and was duly authorized to do so.

If this response is selected, I understand that I will be expected to execute the TOWN's standard Professional Services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on

RFQ FORMS

the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business

By:

Signature

Print Name and Title

Mailing Address

RFQ FORMS

***THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE
TO BE DEEMED RESPONSIVE.***

RFQ FORM 4: SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

**TO BE VALID, THIS FORM SHALL BE SIGNED AND SWORN TO IN THE PRESENCE OF A
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS**

1. This sworn statement is submitted to The Town Commission of the Town of Lauderdale-By-The-Sea, Florida by: _____
(print this individual's name and title)

for _____
(print name of entity submitting sworn statements)

Whose business address is:

And, if applicable, whose Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ____-____-_____.

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or

RFQ FORMS

income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

_____ There has been a proceeding concerning the conviction before a hearing officer in the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list (Please attach a copy of the final order).

_____ The person or affiliate has not been placed on the convicted vendor list (Please describe any action taken by or pending with the Florida Department of General Services).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA

RFQ FORMS

STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Date: _____

(Signature)

STATE OF FLORIDA
COUNTY OF: _____

Sworn and subscribed before me this _____ day of _____, 20____

by _____ who is Personally known to me Or

who produced identification _____
(Type of Identification)

(Signature) Notary Public-State of Florida

(Printed, typed or stamped commissioned name of notary public)

My commission expires _____ (SEAL)

RFQ FORMS

***THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE
TO BE DEEMED RESPONSIVE.***

RFQ FORM 5: NO FINANCIAL INTEREST STATEMENT

The undersigned guarantees the truth and accuracy of this statement.

The Respondent recognizes and certifies that no elected official, board member, or employee of the Town of Lauderdale-By-The-Sea (the "Town") shall have a financial interest directly or indirectly in this RFQ, related contract, if any, or any compensation to be paid under or through these matters, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the TOWN, nor any spouse, parent or child of such employee or elected or appointed officer of the TOWN, may be a partner, officer, director or proprietor of Respondent, and further, that no such TOWN employee or elected or appointed officer shall be employed by the firm or receive any compensation from the firm for a period of at least twelve (12) months after leaving the employ or agency of the TOWN.

Name of Business

By:

Signature

Print Name and Title

Mailing Address

Exhibit 6

to the RFQ

PROFESSIONAL SERVICES AGREEMENT



LAUDERDALE BY • THE • SEA

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PROFESSIONAL SERVICES AGREEMENT

Between

TOWN OF LAUDERDALE-BY-THE-SEA

And

(CCNA)

THIS AGREEMENT (the “**Professional Services Agreement**” or **Agreement**”) is made between the Town of Lauderdale-By-The-Sea, Florida, a Florida municipal corporation (the “**TOWN**”) and _____, a _____ corporation authorized to do business in the State of Florida, (the “**CONTRACTOR**”), whose principal place of business is _____.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the TOWN issued RFQ No. 17-06-01 for Palm Club Sanitary Sewer Design (the “RFQ”) and selected the CONTRACTOR to provide professional engineering services; and

WHEREAS, the CONTRACTOR is willing and able to perform such professional services for the TOWN within the basic terms and conditions set forth in this Agreement; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and CONTRACTOR agree as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and are incorporated herein.

SECTION 2. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning. Additional definitions provided for in the RFQ are also incorporated herein.

- 2.1 **Contract Documents** refers to this Agreement, the Request for Qualifications No. 17-06-01 (RFQ), attached hereto and incorporated herein as **Exhibit 1**, CONTRACTOR’s response to the RFQ, opened August 1, 2017, attached hereto and incorporated herein as **Exhibit 2**, all specifications, Certificate(s) of

Exhibit 6: Standard Continuing Services Contract

Insurance, Work Authorizations and all written amendments issued on or after the effective date of this Agreement.

In the event of conflict among the various components of the Contract Documents, the following shall govern in the following order: this Agreement, any written amendments thereto, the RFQ (**Exhibit 1**), CONTRACTOR's Proposal (**Exhibit 2**), and Work Authorizations.

- 2.2 **Compensation** means the total amount paid by the TOWN for the CONTRACTOR's professional services pursuant to an executed Work Authorization, exclusive of Reimbursable Expenses.
- 2.3 **Reimbursable Expenses** means the expenses directly attributable to the Work Authorization that are not Compensation in the Work Authorization, but that the TOWN agrees in writing will be costs the TOWN will reimburse to the CONTRACTOR. Reimbursable Expenses may include, application and permit fees paid for securing approval of authorities having jurisdiction over the Work Authorization; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings and other documents specified the Work Authorization; travel expenses as provided in Paragraph 3.4 of this Agreement. Travel Expenses are not a reimbursed expense unless CONTRACTOR has secured advance written authorization for such travel from the Town Manager.
- 2.4 **Subcontractor Fee** means the direct and actual cost of the subcontractor with no markup, as reflected by actual invoices of the subcontractor.
- 2.5 **Work Authorization** means the document issued by TOWN to a CONTRACTOR authorizing a specific scope of services, the Compensation to be paid, the time frame to complete the work and other project specific details.

SECTION 3. WORK AUTHORIZATIONS/SCOPE OF SERVICES/COMPENSATION

- 3.1 In accordance with the Consultants' Competitive Negotiation Act (**CCNA**), the CONTRACTOR shall provide professional services to the TOWN for The Palm Club Sewer Projects that are specified in Work Authorizations that may be approved from time to time by either the Town Commission or Town Manager as authorized by this Section 3. .
- 3.2 The Town Manager may, in his or her sole discretion, enter into negotiations with the CONTRACTOR for a Work Authorization under the terms and conditions of this Agreement. The TOWN shall initiate said negotiations by providing the CONTRACTOR with a "Scope of Services Request," requesting from the CONTRACTOR a proposal to provide such professional services. The CONTRACTOR shall prepare a proposal that addresses those subjects specified in subsection 3.3 (a) through (f). The Town Manager or designated

Exhibit 6: Standard Continuing Services Contract

representative and CONTRACTOR shall negotiate the terms of the Work Authorization in accordance with the provisions of this Section 3. Each Work Authorization shall be deemed to incorporate this Professional Services Agreement by this reference.

- 3.3 The TOWN and CONTRACTOR shall utilize the TOWN's standard Work Authorization document, a copy of which is attached as **Exhibit 3**, to set forth, among other things, the following:
 - a. The Scope of Services;
 - b. The tasks to be performed, including any deliverables;
 - c. The schedule to perform various tasks identified and the completion date of the entire scope of services;
 - d. The amount of Compensation and the proposed payment schedule;
 - e. The name of the CONTRACTOR'S Project Manager and any subcontractors assigned to the Work Authorization; and
 - f. Any other details necessary to accomplish the specific project.
- 3.4 Travel Expenses, whether within or outside of Broward County, and whether to the specific project or otherwise, are not a reimbursed expense unless CONTRACTOR has secured advance written authorization for such travel from the Town Manager. All approved travel expenses will be reimbursed in accordance with the TOWN's adopted travel policy.
- 3.5 The Compensation for a Work Authorization may be a lump sum or based on hourly rates with a maximum amount of Compensation that may not be exceeded without additional approval from the TOWN.
- 3.6 If the Town Manager determines that the CONTRACTOR's services for a particular project are needed on an hourly basis, in lieu of a lump sum Compensation package, the CONTRACTOR shall charge the TOWN for professional services at the hourly rates set forth in **Exhibit [REDACTED]**, which is attached and incorporated into this Agreement. The Work Authorization shall specify that the CONTRACTOR's services shall be provided on an hourly basis with a maximum amount of Compensation that may not be exceeded without additional approval from the TOWN.
- 3.7 CONTRACTOR will invoice the TOWN on a monthly basis for services rendered the previous month, or less frequently as the Work Authorization provides. The invoice shall identify work completed, by whom and the percentage of the Work Authorization completed. Additionally, the invoice shall include a line item reflecting retainage as applicable.

Exhibit 6: Standard Continuing Services Contract

After receipt of the invoice, the Town shall notify CONTRACTOR of any discrepancies or disputed items on the invoice. The TOWN may request additional information, including but not limited to, all invoices, time records, expense records, accounting records and payment records of CONTRACTOR. The TOWN shall pay the CONTRACTOR the undisputed portion of the invoice within thirty (30) days of receipt of the invoice.

The Town Manager shall make a final determination regarding any disputed portion of the invoice within forty-five (45) days of receipt of the invoice during which time the Town Manager or designee shall meet with the CONTRACTOR to seek resolution of the disputed billing.

- 3.8 Retainage: The TOWN reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONTRACTOR until the Project is completed. For projects that are divided into several phases, any retainage shall be withheld and may be released individually for each phase of the Project at TOWN's discretion. Said retainage may be withheld at the sole discretion of the Town Manager and as security for the successful completion of the CONTRACTOR'S duties and responsibilities under the Work Authorization.
- 3.9 The professional services to be rendered by the CONTRACTOR shall commence within three days of the execution of the applicable Work Authorization unless provided otherwise in the Work Authorization. Performance of work by CONTRACTOR prior to execution of a Work Authorization shall be at CONTRACTOR's sole risk. Time is of the essence with regard to this Agreement and any Work Authorization issued hereunder.
- 3.10 The Town Manager is authorized to negotiate and execute a Work Authorization for projects in which the CONTRACTOR'S services do not exceed \$15,000.00. Any services exceeding \$15,000.00 require Town Commission approval. Should the Town Commission formally increase the Town Manager's authority to execute Work Authorizations, this Agreement shall automatically be adjusted to reflect that higher authority level.
- 3.11 In the event that a Work Authorization for design is based on budgeted funds available for a project, the following shall apply: Should the lowest responsible, responsive proposal or bid submitted by a third party for construction of a project designed by CONTRACTOR exceed the CONTRACTOR's final written estimate of construction costs ("Final Estimate") by 10% or more, CONTRACTOR, at no additional cost to the TOWN, shall provide value engineering and redesign as necessary to reduce construction costs to be within 10% of the Final Estimate.

Exhibit 6: Standard Continuing Services Contract

SECTION 4. TERM/TERMINATION

- 4.1 **Term of Agreement.** This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the completion of the Project, unless terminated earlier pursuant to this Agreement.
- 4.2 **Termination For Convenience.** The TOWN shall have the right at any time to terminate this Agreement for any reason whatsoever or without reason, upon thirty (30) calendar days' written notice to CONTRACTOR. If any such termination notice is provided by the TOWN, the CONTRACTOR shall immediately cease work on any Work Authorizations issued under this Agreement upon receipt of the notice from the TOWN. In the event the TOWN terminates the Agreement as provided for herein through no fault of the CONTRACTOR, the TOWN shall pay to the CONTRACTOR for work completed pursuant to this Agreement to the satisfaction of the TOWN, its reasonable documented costs actually incurred as of the date of the termination notice. Under no circumstances shall the TOWN make payment of profit for services that have not been performed.
- 4.3 **Termination For Cause.** This Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated by the TOWN, the CONTRACTOR shall indemnify and hold the TOWN harmless against any loss pertaining to such termination. In the event that the CONTRACTOR 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 4.2 and the provisions of Section 4.2 shall apply.
- 4.4 **Non-Exclusive Agreement.** Notwithstanding the provisions of this Agreement, the Town Manager may issue requests for proposals at any time and may utilize the services of any other CONTRACTOR retained by the TOWN under Professional services agreements for the same or similar services. Nothing in this Agreement shall be construed to give the CONTRACTOR a right to perform services for a specific project.

SECTION 5. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

Exhibit 6: Standard Continuing Services Contract

- 5.1 **Change Order Defined.** A Change Order shall mean a written order to the CONTRACTOR executed by the TOWN and CONTRACTOR, issued after execution of a Work Authorization, authorizing and directing a change in the Scope of Services or an adjustment in the Compensation or the completion time, or any combination thereof. A Work Authorization shall only be modified by an executed Change Order or the issuance of a new Work Authorization.
- 5.2 **Effect of Executed Change Order.** The execution of a Change Order by the TOWN and the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR and the TOWN's agreement to the ordered changes in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the TOWN for additional time or Compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order. The CONTRACTOR agrees that no claim for delay damages shall be asserted against the TOWN and hereby waives the right to assert any such claim.

SECTION 6. SURVIVAL OF PROVISIONS

Any terms or conditions of either this Agreement or any subsequent Work Authorization that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

SECTION 7. TOWN'S RESPONSIBILITIES

- 7.1 TOWN shall assist CONTRACTOR by providing CONTRACTOR with available information that is pertinent to the Work Authorization as may be requested in writing by the CONTRACTOR and allow reasonable access to pertinent information relating to the services to be performed by CONTRACTOR.
- 7.2 TOWN shall provide CONTRACTOR access to TOWN property as required for CONTRACTOR to perform services under this Agreement or any Work Authorization.

SECTION 8. ETHICS

- 8.1 The applicable code of ethics from the state professional organization of the CONTRACTOR's professional discipline shall be incorporated in this Agreement by this reference. For example, for engineers, the code of ethics of the Florida Engineering Society shall be incorporated in this Agreement by this reference. If

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there is not a code of ethics from the state professional organization, then the code of ethics from the national professional organization shall be incorporated.

- 8.2 CONTRACTOR warrants and represents that its employees shall abide by the applicable provisions of the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes, and Broward County Code of Ethics (County Code Section 1-19), as they may be amended from time to time.
- 8.3 No officer or employee of the Town of Lauderdale-By-The-Sea, Florida, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.

SECTION 9. POLICY OF NON-DISCRIMINATION/WAGES

- 9.1 The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work or services provided under this Agreement or any Work Authorization and shall not engage in or commit any discriminatory practice against any person based on race, color, religion, sex, sexual orientation, age, marital status, national origin, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery in the performance of work under this Agreement or a Work Authorization.
- 9.2 If a specific project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, CONTRACTOR shall be required to comply with such provisions.

SECTION 10. OWNERSHIP OF DOCUMENTS/DELIVERABLES

- 10.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the TOWN or furnished by the CONTRACTOR pursuant to any Work Authorization shall become the property of the TOWN, whether the Work Authorization for which they are made is completed or not, and shall be delivered by CONTRACTOR to the TOWN within 10 calendar days after written notice requesting delivery of such documents. In no event shall the CONTRACTOR use, or permit to be used, any of the documents, without the TOWN'S prior written authorization.

Exhibit 6: Standard Continuing Services Contract

- 10.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the CONTRACTOR for a Work Authorization shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the TOWN.
- 10.3 All final plans and documents prepared by the CONTRACTOR shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida and date approved and/or sealed.
- 10.4 All deliverables should be provided in hard copy format as well as electronic format to the TOWN. Drawings should be provided in CADD and PDF, spread sheets in Microsoft Excel, and written documentation in Microsoft Word. The date of submittal to the TOWN shall be deemed to be the later of delivery of hard copies or delivery of electronic copies as applicable.

SECTION 11. RECORDS/AUDITS

- 11.1 CONTRACTOR shall maintain and require subcontractors to maintain, complete and correct records, books, documents, papers and accounts pertaining to each Work Authorization and any work performed in connection with this Agreement. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the Town Manager or any authorized TOWN representative with reasonable notice and shall be kept for a period of five (5) years after the completion of each Work Authorization or such longer time as may be required by applicable law. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by, or reimbursement to, the TOWN of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the TOWN.
- 11.2 The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:
 - (a) CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for

Exhibit 6: Standard Continuing Services Contract

the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.

- (b) Upon request from the TOWN's custodian of public records, CONTRACTOR shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN.
- (d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the Town in a format that is compatible with the TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- (e) Any Compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4200, TownClerk@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

- 11.3 Refusal of the CONTRACTOR to comply with the provisions of Sections 11.1 or 11.2 shall be grounds for immediate termination for cause by the TOWN of this Agreement or any Work Authorization.

SECTION 12. NO CONTINGENT FEE

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company,

Exhibit 6: Standard Continuing Services Contract

corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the CONTRACTOR violates this provision, the TOWN shall have the right to terminate this Agreement or any Work Authorization, without liability, and at its sole discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor under this Agreement and any Work Authorizations. Services provided by the CONTRACTOR shall be by employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement or any Work Authorizations shall be those of the CONTRACTOR.

SECTION 14. ASSIGNMENT; AMENDMENTS

- 14.1 This Agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR, without the prior written consent of the TOWN, which may be withheld in the TOWN's sole discretion.
- 14.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 15. INDEMNIFICATION/HOLD HARMLESS

- 15.1 The CONTRACTOR shall indemnify and hold harmless the TOWN and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent such liabilities, damages, losses, or costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR or any persons employed or utilized by the CONTRACTOR in the performance of this Agreement or any Work Authorization.
- 15.2 CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement and each Work Authorization for the above hold harmless and indemnification provision, and further agrees with the foregoing

Exhibit 6: Standard Continuing Services Contract

provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 16.

SECTION 16. INSURANCE

The CONTRACTOR shall secure and maintain throughout the duration of this Agreement and any Work Authorization, insurance of such type and in such amounts necessary to protect its interest and the interest of the TOWN against hazards or risks of loss as specified below. The insurance coverage shall be primary insurance with respect to the CONTRACTOR, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the CONTRACTOR'S insurance and shall not contribute to the CONTRACTOR'S insurance. The following minimum insurance coverage requirements shall apply on a per project basis:

- 16.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for Statutory Limits as required by applicable State and Federal laws. Employers Liability Limits shall be no lower than \$500,000 each accident, \$500,000 each employee (disease), \$500,000 disease (policy limit).
- 16.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the TOWN and the CONTRACTOR against claims for injuries to members of the public and/or damages to property of others arising from the CONTRACTOR'S use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, Hired & Non Owned Auto Liability. Defense Costs must be 'outside the limits' of liability.
- 16.3 **Comprehensive General Liability.** This insurance shall be written on a "per occurrence" basis only in comprehensive form and shall protect the TOWN and the CONTRACTOR against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONTRACTOR or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000 per occurrence combined single limit, or \$1,000,000 per occurrence/\$2,000,000 general aggregate for Bodily Injury and Property Damage and 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. Defense Costs must be 'outside the limits' of liability.

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- 16.4 **Professional Liability:** \$1,000,000 per incident. If coverage is written on a claims-made form, the retroactive date of coverage shall be no later than the inception date of the claims made coverage, unless the prior act policy was extended indefinitely to cover prior period acts. Provisions shall be made to provide coverage beyond the policy year, when necessary. Defense Costs must be 'outside the limits' of liability.

At the Town's sole discretion, the requirement for professional liability insurance may be waived in certain limited circumstances based on the nature of a specific project.

- 16.5 **Certificate of Insurance:** Concurrent with the execution of this Agreement and prior to the execution of a Work Authorization, the CONTRACTOR shall provide the TOWN an original Certificate of Insurance documenting compliance with each required insurance policy. The TOWN is to be specifically included as an Additional Insured for General Liability and Auto Liability of the CONTRACTOR resulting from operations performed by or on behalf of TOWN in performance of this or any Work Authorization. The General Liability Additional Insured Endorsement MUST include 'Completed Operations' using the latest version of CG 20 37 04 13- Additional Insured-owners, lessees, or contractors- **Completed Operations** & CG 20 10 04 13 Additional Insured-owners, lessees or contractors-scheduled person or organization. Each Certificates of Insurance shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the TOWN before any policy or coverage is cancelled or restricted. CONTRACTOR's proposed insurance coverage is subject to approval of the Town Manager, in the Town Manager's sole discretion.

CONTRACTOR'S insurance, including that applicable to the TOWN as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the TOWN shall be in excess of and shall not contribute to CONTRACTOR'S insurance. CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

- 16.6 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The CONTRACTOR shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The Town Manager may require the CONTRACTOR, as a condition of execution of a particular Work Authorization, to provide a bond or other monetary consideration to cover the CONTRACTORS' deductible for Professional Liability Insurance.

Exhibit 6: Standard Continuing Services Contract

- 16.7 Insurance carriers providing the insurance required by this Agreement or any Work Authorization must be licensed in the State of Florida as evidenced by certificates of authority from the Department of Financial Services of the State of Florida, or have an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have and must maintain a rating of "A" or better according to the A.M. Best Company. If during the period when an insurer is providing insurance required by this Agreement an insurer shall fail to comply with the foregoing minimum requirements, the Town shall be notified in writing as soon as possible. The Contractor shall have 20 days to replace such insurance with an insurer who meets the acceptable insurance provider requirements as stated herein.
- 16.8 The TOWN reserves the right to change the insurance requirements depending upon the scope of work in a Work Authorization.

SECTION 17. REPRESENTATIVE OF TOWN AND CONTRACTOR

- 17.1 **TOWN Representative.** It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager, or his/her designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.
- 17.2 **CONTRACTOR Representative.** CONTRACTOR shall inform the TOWN Representative, in writing, of the representative of the CONTRACTOR to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

SECTION 18. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

- 18.1 If either the TOWN or CONTRACTOR is required to enforce the terms of this Agreement or any Work Authorization 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 costs, expenses, and attorney's fees in any state or federal administrative, circuit court and appellate court proceedings.
- 18.2 In the event of any litigation arising out of this Agreement or any Work Authorization, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED

Exhibit 6: Standard Continuing Services Contract

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 20. CONTRACTOR'S RESPONSIBILITIES

- 20.1 Any and all drawings, plans, specifications, or other construction or contract documents prepared by the CONTRACTOR shall be accurate, coordinated and adequate for construction, as applicable, and shall comply with all applicable TOWN Codes, county, state and federal laws, rules and regulations.
- 20.2 The CONTRACTOR shall exercise the same degree of care, skill and diligence in the performance of the services for each Work Authorization as is ordinarily provided by a professional engineer, architect, landscape architect, surveyor or mapper, as applicable, under similar circumstances. If at any time during the term of any Work Authorization or the construction of a specific project for which the CONTRACTOR has provided engineering, architectural landscape architectural, surveying or mapping services under a prior Work Authorization, it is determined that the CONTRACTOR's documents are incorrect, defective or fail to conform to the Scope of Services of the particular Work Authorization, upon written notification from the TOWN, the CONTRACTOR shall immediately proceed to correct the work, re-perform services that failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the TOWN for any other services and expenses made necessary thereby, save and except any costs and expenses which the TOWN would have otherwise paid absent the CONTRACTOR's error or omission. The TOWN's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement or the Work Authorization, in equity or otherwise.
- 20.3 The CONTRACTOR'S obligations under Paragraph 20.2 of this Agreement shall survive termination of this Agreement or Work Authorization.
- 20.4 CONTRACTOR shall comply with all laws, ordinances, and governmental rules, regulations and order, now or at any time during the term of the Agreement,

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which are applicable to or which affect the work performed under this Agreement or any Work Authorization or any procedures of the CONTRACTOR for such work.

SECTION 21. SUBCONTRACTORS

- 21.1 In the event the CONTRACTOR requires the services of any subcontractors or other professional associates in connection with services covered by any Work Authorization, the CONTRACTOR must secure the prior written approval of the Town Manager.
- 21.2 Any subcontract with a subcontractor shall afford to the TOWN rights against the subcontractor which correspond to those rights afforded to the TOWN against the CONTRACTOR herein, including but not limited to those rights of termination as set forth herein.
- 21.3 No reimbursement or payment shall be made to the CONTRACTOR for any subcontractors that have not been previously approved by the TOWN for use by the CONTRACTOR and CONTRACTOR's solely responsible for use of unimproved subcontractors.
- 21.4 CONTRACTOR shall provide the Town Manager with evidence of insurability consistent with the minimum insurance coverage requirements in Section 16 of this Agreement for all subcontractors proposed by CONTRACTOR to perform services under this Agreement or any Work Authorization. The subcontractors insurance shall list the TOWN as an Additional Insured for General Liability and Auto Liability of the subcontractor resulting from operations performed by or on behalf of TOWN in performance of this Agreement or any Work Authorization.

SECTION 22. NOTICES

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

Exhibit 6: Standard Continuing Services Contract

Telephone: ()
Facsimile: ()

FOR TOWN:

Town of Lauderdale-By-The-Sea
Attention: Town Manager
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: (954) 640-4200

With a copy to:

Town of Lauderdale-By-The-Sea
Attention: Town Attorney
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: (954)763-4242

SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement and any Work Authorization by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the Compensation of this Agreement or any Work Authorization are accurate, complete, and current at the time of contracting. Each Work Authorization's Contract Prices and any additions shall be adjusted to exclude any significant sums by which the TOWN determines the Work Authorization Contract Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Work Authorization.

SECTION 24. DISPUTE RESOLUTION

24.1 Any dispute concerning performance of this Agreement shall be decided by the TOWN, who shall reduce the decision to writing and serve a copy on the CONTRACTOR. The decision shall be final and conclusive unless within 21 calendar days from the date of receipt, the CONTRACTOR files with the TOWN a petition for administrative hearing. The TOWN's decision on the petition shall be final, subject to the CONTRACTOR's right to review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition

Exhibit 6: Standard Continuing Services Contract

precedent to the CONTRACTOR's ability to pursue any other form of dispute resolution, including, but not limited to, litigation; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

- 24.2 Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Broward County, Florida.

SECTION 25. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement or any Work Authorization. Venue of any action to enforce this Agreement or any Work Authorization shall be in Broward County, Florida.

SECTION 26. GOVERNING LAW

This Agreement and any Work Authorization shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 27. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 28. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 29. SEVERABILITY

If any provision of this Agreement or any Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Exhibit 6: Standard Continuing Services Contract

SECTION 30. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Exhibit 6: Standard Continuing Services Contract

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The TOWN , signing by and through its Town Manager, attested to by its Town Clerk, duly authorized to execute same and by CONTRACTOR by and through its _____, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

ATTEST:

TOWN OF LAUDERDALE BY-THE-SEA

Tedra Allen, Town Clerk

By: _____
Scot Sasser, Mayor

_____ day of _____, 2017.

APPROVED AS TO FORM
AND SUFFICIENCY:

Ralph "Bud" Bentley, Town Manager

By: _____
Susan L. Trevarthen, Town Attorney

Lisa Fuentes, Finance Director

WITNESS:

CONTRACTOR

By: _____

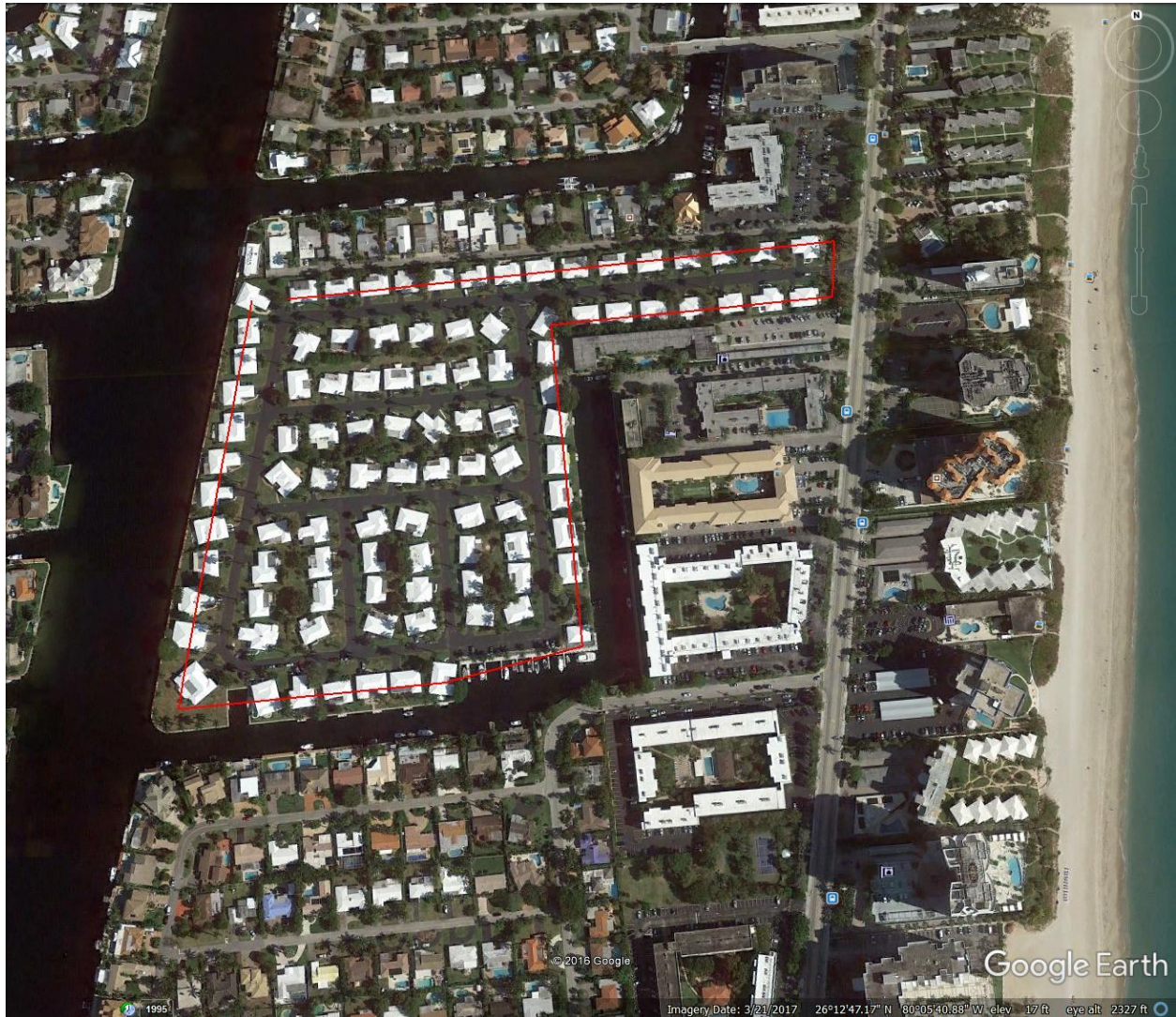
Print Name: _____

Print Name/Title: _____

Date: _____

Exhibit 6: Standard Continuing Services Contract

Exhibit 7 Palm Club aerial



**AGREEMENT BETWEEN LAUDERDALE- BY- THE- SEA AND BAXTER &
WOODMAN, INC. FOR PROFESSIONAL ENGINEERING SERVICES**

“PALM CLUB – GRAVITY SEWER SYSTEM”

DATE: October 16, 2019

BACKGROUND

This Agreement is for the performance of engineering services by Baxter & Woodman, Inc. (B&W) pursuant to the Continuing Contract for Professional Engineering Services between Lauderdale-By-The-Sea (LBTS) and B&W dated _____, 2019 hereafter referred to as the Contract.

The project will consist of providing the residential neighborhood with a conventional gravity sewer system that will collect the wastewater and convey it to one (1) new lift station located near the Marina. Refer to **Exhibit A** for location map of the Palm Club. The lift station force main piping will pump the wastewater to an existing 18-inch, City of Pompano Beach force main located in S.R. A1A right-of-way.

It is anticipated that approximately one-hundred (100) residential units will be sewered under this project.

The design elements are assumed to include the following:

- One (1) new submersible, duplex lift station. The work will include installing a new wet-well, pumping units, piping, valve box, valving, and control panel. Pompano Beach lift station details will be used for design purposes. The wet-well will be designed to be constructed via the “tremie method”.
- Electrical design shall be provided for the one (1) lift station. The lift station will be equipped with a remote telemetry unit (RTU) for remote communications capabilities. The lift station will also be designed to include a skid mounted, diesel driven emergency standby generator unit with integrated base fuel tank and sound/weather attenuating enclosure as well as an automatic transfer switch. This shall include coordination with the appropriate FPL service planner to extend the required electrical service to the lift station location.
- New 4-inch force main. The proposed force main will connect into the 18-inch, City of Pompano Beach force main located in S.R. A1A.
- New 8-inch mainline sanitary sewer, access manholes, and service laterals in the project area.
- Reconstruction/resurfacing of roadways as required. The existing driveways will not be reconstructed to match the edge of pavement. The Construction Contractor will be required to “feather in the asphalt” to match the edge of pavement and edge of driveway. The roadway in the project is Privately Owned.

SCOPE OF WORK

LBTS has requested comprehensive engineering services from B&W to provide data collection, engineering design, permitting, public participation & coordination, bidding assistance, construction administration, and full-time construction inspection services related to the Palm Club sanitary sewer system. The project is assumed to be bid as a Single Bid Package. Specific project elements include the following:

- Task 1 – Data Collection
- Task 2 – Design Services
- Task 3 – Permitting Services
- Task 4 – Public Participation & Coordination
- Task 5 – Bidding Assistance
- Task 6 – Construction Administration Services
- Task 7 – Resident Project Representative (Full-Time)

TASK 1 – DATA COLLECTION

Subtask 1.1 – Survey

B&W shall provide survey services which consists of field topography, locating existing vertical and horizontal control (GPS Localization), baseline stationing (established from south to north and west to east), and locating above and below ground existing facilities and utilities within the full asphalt roadway limits (including minimum 30-foot back on each side of the edge of roadway pavement) of the established construction limits. The horizontal control will be referenced from the Broward County Control Network which is the North American Datum of 1983 and the 1990 (NAD 83/90) adjustment and the National Geodetic Vertical Datum of 1988 (NAVD 88) for vertical control. The survey baseline will approximate the center of the asphalt roadway when possible. Durable markers will be used for field locating and stationing and reference points. Each 50-foot station will be clearly labeled using yellow paint. The survey work shall include the following:

1. Topography survey at 50-foot intervals and at major ground elevation changes to depict existing ground profile at proposed project area. All topographical surveys shall have stationing established from south to north and west to east. The station numbers will not be duplicated in the survey. This shall be accomplished by creating a baseline in the field to collect pertinent data which shall include the following:
 - Location of readily visible fixed improvements within the survey area (including visible fixed improvements that would pertain to engineering design lying 30 feet outside of roadway edge of pavement on each side), easements and parcels of the project limits, including physical objects, roadway pavement, driveways, sidewalks, walls, curb, drainage swales, shrubs, trees, sprinkler heads and control valves (if visible), signs, fences, power poles, buildings, and other encumbrances, including point of curvature and point of tangency. This also includes the horizontal location of the front two corners of the building on each lot and finished floor elevations.
 - Location of “visible above” and “locatable below” ground existing utilities: FP&L, AT&T, Cable TV, natural gas, potable water (pipe diameter, TOP, valves TON, fire

hydrants, and meters), force mains (pipe diameter, TOP, and valves TON), reclaimed water mains (pipe diameter, TOP, and valves TON), storm sewers (pipe diameter, manhole inverts and direction, catch basins, and rim/grate elevations), and other accessible structures.

- Identify platted rights-of-way lines within the project limits (including bearing and distances for centerline), lot numbers, house/building address, lot lines, block numbers and dedicated easements according to recorded plats, as is available on the Broward County Website. No title search will be provided.
 - Cross-section elevations shall be indicated every 50 feet, at a minimum, to indicate centerline grades, edge of pavement grades and shoulder grades and low points. Intermediate grades shall be indicated at all grade breaks, driveways and sidewalks. Two grades (one at the edge of pavement line and one 10 feet back) shall be indicated on the driveways to indicate direction of grade.
 - Horizontal locations and depth of all visible cleanouts for septic tanks will be obtained for the purpose of sanitary sewer lateral locations.
 - The survey shall include topography of the complete intersection, 50 feet beyond radius returns, at the terminal end of each street.
 - Provide and reference benchmarks at maximum 600-foot intervals. Elevations to be referenced to an existing established Benchmark.
 - Complete survey of the proposed lift station site.
2. The above topographical survey data will be prepared in AutoCAD (Version 2018) format at a plan scale of 1"=20' horizontal, as one continuous file.

Subtask 1.2 – Pipeline Corridor Analysis

Field reconnaissance of the pipeline corridor shall be performed. Photograph log walk-through will be included. Potential existing conflicts will be identified.

Subtask 1.3 – Coordination with Property Owners

The property owners will be asked to furnish information on the location of any septic tanks, drain fields, clean-outs and/or location along their property line where they would prefer the sewer service line constructed. A blank sketch of the lot will be provided for the property owner to record the information requested. The LBTS will send the sketch with instructions that direct the property owner to return the septic tank map directly to the LBTS. The LBTS will provide the sketches to B&W in a timely manner. The gathered information will be used to locate and show on the plans the existing septic tank/drain fields and the preferred sewer service line location. Property owners that do not respond to the questionnaire will be visited by LBTS personnel in order to obtain the information and that information will then be provided to B&W to incorporate into the plans in a timely manner.

Subtask 1.5 – Subsurface Investigations

B&W shall furnish the services of a professional geotechnical firm to provide a geotechnical evaluation of the project area, and have 11 soil borings (10 borings to a minimum depth of 15-ft., and 1 boring to a minimum depth of 30-ft.) done for soil strata identification and to determine the ground water level as part of the project.

Subtask 1.6 – Field Verification (Soft-Digs)

B&W shall furnish the services of a professional underground services company to provide underground field locations (e.g. soft-digs) of affected utilities in the project area. The work shall consist of measuring and recording the approximate horizontal location of up to twenty-five (25) utility locations.

Subtask 1.7 – Field Verification (Utility Targeting)

The professional underground services company shall also provide subsurface utility targeting in the project area. The work shall consist of conducting a thorough electronic search for buried utility systems. The investigation will be accomplished using active and passive type utility detection gear that detects induced or naturally occurring energy fields present on conductive utilities. Field sheets will be generated that show the location, trend and configuration of utilities detected. *Field verification will be performed within the limits of the asphalt roadways and 10-feet beyond on either side.*

TASK 2 – DESIGN SERVICES

Design shall consist of preparation of Contract Specifications, Contract Drawings (plan/profile), and Construction Cost Opinion.

Subtask 2.1 Construction Documents

Preparation of construction documents shall include contract drawings and technical specifications. Contract drawings shall include: cover sheet, general notes, plan/profile drawings, pavement sections, lift station drawings, and miscellaneous detail sheets. The drawing scale shall be 1-inch equals 20 feet for pipeline plan and 1-inch equals 2 feet for pipeline profile. B&W shall prepare the engineering design elements on topographic survey information in an AutoCAD release 2018 format. Contract Documents shall include: “front-end” documents and technical specifications and shall conform to Pompano Beach Standards. (The “front-end” documents and complete technical specifications shall only be submitted with the 75% and 100% technical specifications).

Drawings and specifications (four copies) shall be submitted for LBTS/Pompano Beach review at 50% (plan view only), 75% (plan/profile) and 100% (plan/profile) stages. B&W shall meet with the LBTS to discuss comments, and incorporate comments into final documents. B&W shall furnish with the 100% design drawings, one (1) set of AutoCAD Version 2018 files in electronic format on flash drive.

Subtask 2.2 Construction Cost Opinion

Preparation of construction cost opinion at 50%, 75% and 100% design stages. The construction cost opinion shall reflect changes in general scope, extent or character of design requirements incorporated during the various design review stages.

Subtask 2.3 Design Meetings

B&W shall attend a “kick-off” meeting and three (3) design review meetings (50%, 75% and 100%) with the LBTS. B&W shall prepare meeting agendas and provide a written summary of the topics discussed (i.e. minutes) during each meeting.

Subtask 2.4 Quality Assurance

B&W shall provide internal QA/QC reviews on the 50%, 75% and 100% Design Documents (e.g. drawings, specifications, and cost estimates).

TASK 3 – PERMITTING SERVICES

During the Design Phase, B&W shall meet with the potential permitting and other interested agencies to determine all potential permitting requirements. Agencies anticipated having interest in project include: Broward County Health Department (BCHD) and FDOT.

Permit applications shall be completed as required for BCHD (**Task 3.1**):

- Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System.

Permit applications shall be completed as required for FDOT (**Task 3.2**):

- Utility Permit for all FDOT roads in project area (S.R. A1A).

Associated permit application fees shall be determined by B&W and paid by LBTS.

In addition to preparing the permit applications for appropriate regulatory agencies, B&W shall assist the LBTS in consultations with the appropriate authorities. Consultation services shall include the following:

- Attend up to one (1) pre-application meeting with the staff of each of the agencies.
- Attend up to one (1) meeting with each of the agencies during review of the final permit applications.
- Respond to request(s) for additional information from each agency.

TASK 4 - PUBLIC PARTICIPATION & COORDINATION

Subtask 4.1 Public Participation Program

B&W shall attend up to two (2) meetings prior to construction with the homeowners in the project area. The meeting shall be coordinated by the LBTS and one of the meetings shall also be attended by the Contractor prior to commencement of the construction activities. This will also

include assistance with the development of presentation materials for the public meeting for the affected residents.

Subtask 4.2 Town Commission Presentation

Upon completion of the 75% design submittal, B&W shall prepare a presentation (using Microsoft Powerpoint) which B&W will present at a Town Commission meeting. The presentation will include an overview of the project design.

Subtask 4.3 Project Summary Brochure

B&W shall prepare and submit a brief (approximately 4 pages) informational brochure in bi-fold format which documents the project objectives and conceptual layout of the proposed gravity sewer system. The brochure is intended to be used by LBTS Staff to identify potential grant/governmental funding sources for construction of the project.

TASK 5 – BIDDING ASSISTANCE

Subtask 5.1 Bid Advertisement

B&W shall assist LBTS in advertising for and obtaining bids or negotiating proposals for construction (including materials, equipment and labor). It is anticipated that work shall be awarded under a single construction contract. B&W shall provide up to fifteen (15) sets of bid documents in PDF format on CDs. B&W shall receive and process deposits for bidding documents and shall maintain a record of prospective bidders to whom bidding documents have been issued.

Subtask 5.2 Pre-Bid Conference

B&W shall conduct pre-bid conference in conjunction with LBTS staff and provide a written summary of issues discussed.

Subtask 5.3 Bid Clarification/Addenda

B&W shall issue addenda and shall provide supplemental information or clarification, as appropriate, to interpret, clarify, or expand the bidding documents to all prospective bidders during the bid period.

Subtask 5.4 Contract Award

B&W shall conduct the bid opening and prepare bid tabulation. B&W shall assist LBTS in evaluating bids and proposals, including reference checks. B&W shall submit to LBTS written recommendation concerning contract award to the lowest responsive responsible bidder.

Subtask 5.5 Conformed Contract Documents

Prepare conformed Contract Documents for use by the Contractor and LBTS during construction.

TASK 6 – CONSTRUCTION ADMINISTRATION SERVICES

The general administration services during construction of the Palm Club Sanitary Sewer System project shall include the following tasks:

Subtask 6.1 Preconstruction Conference

B&W shall attend a preconstruction conference with representatives of LBTS, contractors and major subcontractors for the construction contract. B&W shall prepare, in writing, minutes of conference.

Subtask 6.2 Submittal Review

B&W shall review and process shop drawings, samples, schedules, certifications, O&M Manuals, and any other data which the construction contractor is required to submit. The review will be for general conformance with the design intent and compliance with the construction Contract Documents. Review of up to sixty (60) submittals (which includes submittals and re-submittals, if required) is included in the budget for this subtask. Upon review, B&W shall submit reviewed shop drawings/submittals to LBTS for their records.

Subtask 6.3 Pay Estimate/Schedule Review

Based on onsite observations as an experienced and qualified design professional and on review of Contractor applications for monthly (8 total) payment and accompanying data and schedules, determine the amounts owing to the Contractor and recommend, in writing, payments to Contractor in such amounts. Review of stored materials, items and invoices as required during the 8-month construction period. This also includes monitoring the construction schedule monthly and reporting to the LBTS conditions which may cause delays in completion.

Subtask 6.4 Construction Clarifications

Respond in writing to Contractor's Request for Information (RFI) regarding design documents during the 8-month construction period. A total of fifteen (15) RFI responses have been included in this task. B&W shall issue interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor. Those interpretations will be rendered and a response prepared and submitted to the Contractor within 3 to 5 working days.

Subtask 6.5 Review Change Orders

Provide services in connection with preparing change orders to reflect changes to the construction project, limited to minor changes requested by Contractor. Analysis of major design modifications, including the preparation of significant Drawing revisions, are not included, and may require additional authorization.

Subtask 6.6 Progress Meetings

B&W shall conduct monthly construction progress meetings (estimated 8 meetings) to be held at an acceptable location. B&W shall prepare meeting agendas and provide a written summary of the topics discussed (i.e. minutes) during the meeting.

Subtask 6.7 Coordination w/ Resident Complaints

B&W shall coordinate with the Resident Complaints during the 8-month construction time-frame. This will include attending any quarterly Homeowner Association (HOA) Meetings to give an update on the construction of the project.

Subtask 6.8 Construction Administration

B&W's Construction Manager shall provide all construction administration required for the contract and shall make periodic field inspections to observe progress of the work and to provide coordination with the Contractor and his field personnel. This task assumes 2 hrs/week will be provided during the 8-month construction duration.

Subtask 6.9 Startup/Testing, Certification of Construction Completion

B&W shall provide startup and testing services for the project, including witnessing lift station pump and system performance testing, electrical & controls testing, and other startups needed to demonstrate successful operation of the system.

B&W shall certify to the Florida Department of Environmental Protection and FDOT based on the visible project features, B&W's full-time inspections, and review of the testing reports, that the project was constructed in accordance with the plans and specifications submitted in the permit applications.

Subtask 6.10 Substantial and Final Inspections

B&W shall conduct a substantial and final inspection with the LBTS and Contractor to determine if the project has been completed in general accordance with the Contract Documents and if the construction contractor has fulfilled his obligations thereunder. A punch-list will be prepared for each inspection (substantial and final) for the project. B&W shall recommend, in writing, final acceptance of the work to the LBTS. LBTS may, at LBTS's option, proceed to make final payment to the construction contractor.

TASK 7 – RESIDENT PROJECT REPRESENTATIVE SERVICES

The Construction Inspection phase services to be provided by the B&W shall include the following:

1. Provide a Full-Time Construction Inspector (40 hours/week) during the construction of the work in a total period of not-to-exceed 8 months / 176 working days (for a total of 1,408 hours) for the construction contract. B&W will provide inspections on Monday thru Friday (8 hrs each day). Activities performed under this task consist of furnishing a Construction Inspector during the construction of the project, to observe the quality of the work by the Contractor, who will:
 - Serve as LBTS and B&W's liaison with the construction contractor, working principally through the contractor's construction manager and assist him in understanding the intent of the Contract Documents.
 - Conduct on-site observations of the work in progress to assist in determining if the work is proceeding in accordance with the Contract Documents and that completed work

conforms to the Contract Documents. Report, in writing, whenever B&W believes that work is unsatisfactory, faulty or defective, or does not conform to the Contract Documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment.

- Accompany visiting inspectors representing public or regulatory agencies having jurisdiction over the project. Record, in writing, the outcome of these inspections and report same to LBTS.
- Consider and evaluate construction contractor's suggestions for modifications in drawings or specifications and report them to LBTS, in writing. B&W shall make recommendation for action by the LBTS.
- Review Contractor As-Built information on a monthly basis to confirm proper updates are being made.
- Observe all flushing and testing of the pipe.
- Provide start-up assistance for the lift station.

LIMITATIONS OF AUTHORITY

Except upon written instructions of Engineer, Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on Engineer's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors or Construction Manager, or expedite the Work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
6. Shall not participate in specialized field or laboratory tests.

ADDITIONAL SERVICES

B&W shall provide additional engineering as requested by the LBTS for engineering services that are not covered under this Scope of Work. Services shall be reimbursed in accordance with Baxter & Woodman's fee schedule included in **Exhibit C**. Services performed under this task will be on as-directed basis in accordance with a written Notice-to-Proceed from LBTS. The Notice-to-Proceed issued shall contain the following information and requirements.

- A detailed description of the work to be undertaken.
- A budget establishing the amount of the fee to be paid in accordance with the Agreement.
- A time established for completion of the work.

ASSUMPTIONS

Work described herein is based upon the assumptions listed below. If conditions differ from those assumed in a manner that will affect schedule, compensation or Scope of Work, B&W shall advise LBTS in writing of the magnitude of the required adjustments. Changes in completion schedule or compensation to B&W will be negotiated with LBTS. Services to be provided by the LBTS and other related key assumptions include:

1. B&W assumes that all existing and proposed infrastructure pipeline alignments are within Palm Club Private Roads and FDOT, rights-of-way.
2. LBTS will be responsible for acquisition of all easements (including temporary construction easements) and agreements, as required. Surveying and legal work necessary to prepare documents for and to secure easements (temporary and permanent) and/or agreements required for installation of the proposed improvements is the responsibility of LBTS.
3. LBTS will provide B&W with all available record drawings of the facilities in the project area.
4. City of Pompano Beach will provide B&W with continuous, 24-hour pressure readings for a minimum two-week period from an existing ARV or other force main access point located in close proximity to the proposed FM tie-in location. LBTS will be responsible for coordinating this activity with the City.
5. LBTS will locate and mark all LBTS facilities within the project area.
6. B&W's proposal is based on an assumed construction duration of 8-months.
7. Contractor shall be responsible for preparing Record Drawings.
8. A single bidding effort is assumed. Re-bidding of the project is considered an Additional Services item not currently included in this Scope of Work.
9. The design is to be based on the Federal, State and local codes and standards in effect at the beginning of the project. Revisions required for compliance with any subsequent changes to those regulations is considered an Additional Services Item not currently included in this Scope of Work.
10. B&W assumes that there are no contaminated soils or groundwater in the project area.
11. B&W assumes the project area is not on Sovereign Submerged Land.
12. LBTS is responsible for all permitting fees, including costs of public notification in local newspapers.
13. Scope does not include decommissioning existing septic tanks and drain fields.
14. Scope does not include the design and installation of lateral service connections for each residence beyond the service lateral clean-out to be located within 10-feet of the asphalt roadway edge of pavement.

15. Scope does not include services for addressing a bid protest or for rebid of the project.
16. Assisting the LBTS in the settlement of construction contract claims is considered Additional Services and is not included in this Scope of Services

CONTRACT PERFORMANCE

COMPLETION DATES

The duration of major work tasks (calendar days) are as indicated on the Project Schedule shown in **Exhibit B**. The total project duration, including project construction, is estimated to be 567 days.

SUMMARY OF PROPOSED FEES

Proposed labor costs and associated expenses for engineering services (**Lump Sum**) are tabulated below and detailed in **Exhibit C**.

ENGINEERING SERVICES

ENGINEERING FEE

Task 1 – Data Collection	\$68,891.00
Task 2 – Design Services	\$82,922.00
Task 3 – Permitting Services	\$4,790.00
Task 4 – Public Participation/Coordination	\$8,670.00
Task 5 – Bidding Assistance	\$5,100.00
Task 6 – Construction Administration Services	\$52,885.00
Task 7 – Resident Project Representative	\$147,474.00
Reimbursables	\$12,000.00

TOTAL ENGINEERING SERVICES

\$ 382,732.00

DELIVERABLES

TASKS	DELIVERABLES	QUANTITY
2.0 Design Services	50% Drawings & Spec. T.O.C.	2 – Sets (22" x 34") + PDF <u>2 – Sets (11" x 17") + PDF</u>
	75% Drawings & Specs	2 – Sets (22" x 34") + PDF <u>2 – Sets (11" x 17") + PDF</u>
	100% Drawings & Specs	2 – Sets (22" x 34") + PDF <u>2 – Sets (11" x 17") + PDF</u>
	Cost Estimate @ 50%, 75% & 100%	2 – Sets + PDF
	Permit Applications (BCHD, FDOT)	3 – Sets each Permit
3.0 Permitting Services	Bidding Sets	15- Sets (PDF CDs)
5.0 Bidding Assistance	Addenda	As required
6.0 Construction Administration Services	LBTS Sets	2 – Sets (22" x 34") + PDF 2 – Sets (11" x 17") + PDF
	Contractor Sets of Conformed Documents	4 – Sets (22" x 34") + PDF

IN WITNESS WHEREOF, the parties have made and executed this agreement as of the date written below.

TOWN OF LAUDERDALE-BY-THE-SEA

Witnesses:

Date

Executed: _____

By: _____

BAXTER & WOODMAN, INC.

Witnesses:

Date

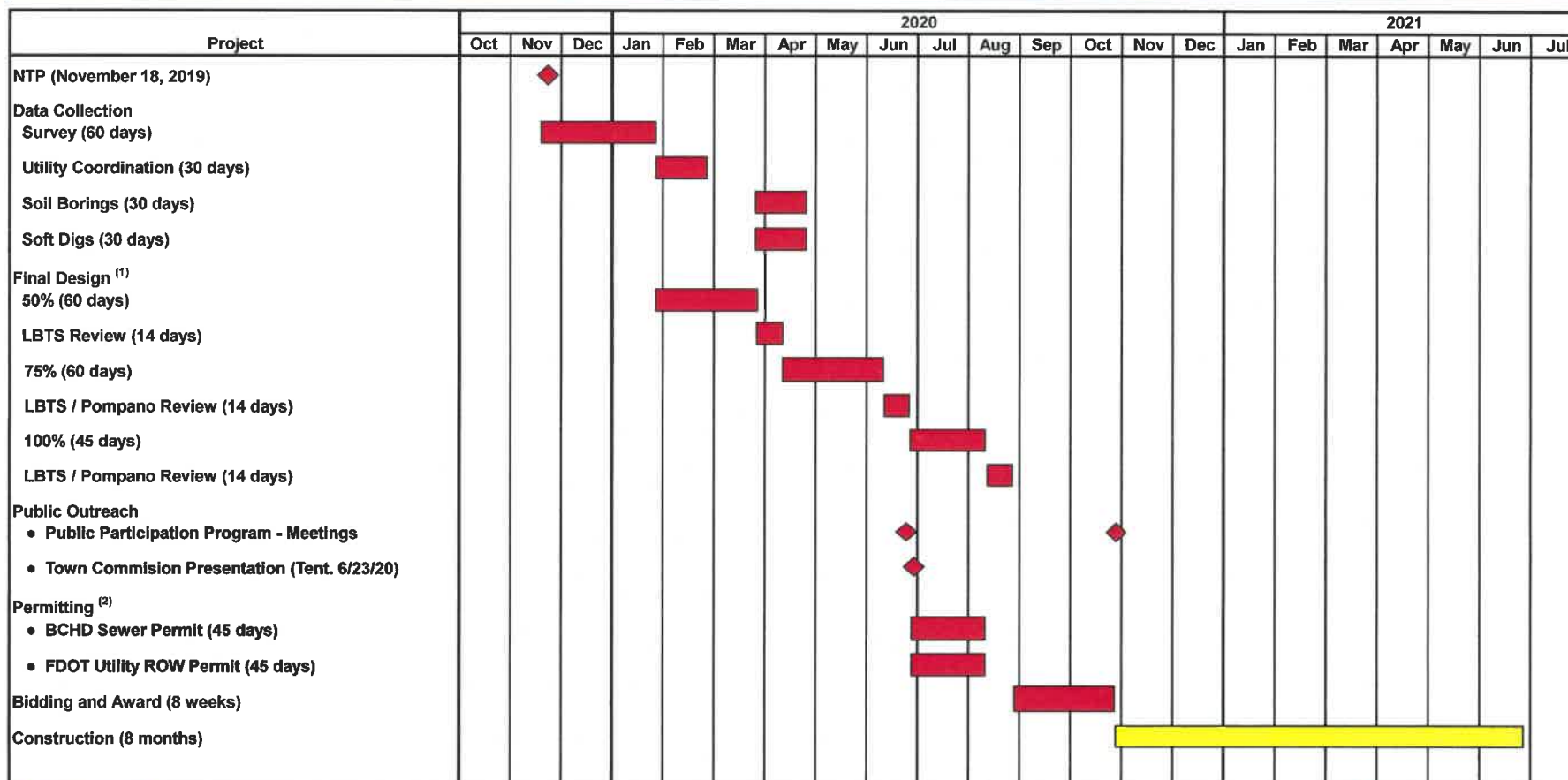
Executed: 11/5/19

By: [Signature] 11/5/19
Jason A. Pugsley, P.E., Vice President Date



EXHIBIT B

Palm Club Gravity Sewer System - Project Schedule



Notes:

(1) The design schedule is based upon conducting a review meeting within 14 calendar days after LBTS receives the submittal. All review comments shall be provided to MC within 14 calendar days after LBTS receives the submittal. An adjustment to the overall schedule will be required in case the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

(2) Estimated based upon typical regulatory agency review period.



EXHIBIT C

Palm Club - Gravity Sewer System
Budget Summary for Baxter & Woodman, Inc.

Task No.	Task Description	Labor Classification and Hourly Rates										Sub-Consultant Services
		Principal \$170.00	Senior Engineer III \$160.00	Senior Engineer II \$135.00	Engineer I \$110.00	CAD Technician III \$115.00	Construction Manager \$125.00	Construction Inspector \$100.00	Clerical \$70.00	Total Labor		
1.0	Data Collection											
1.1	Survey		4			4				\$1,100.00	\$28,750.00	
1.2	Pipeline Corridor Analysis			5						\$675.00		
1.3	Coordination with Property Owners		8			2				\$1,510.00		
1.4	Subsurface Investigations (Soil Borings)	1		2		2				\$670.00	\$8,800.00	
1.5	Field Verification (Soft-Digs)	2								\$340.00	\$9,375.00	
1.6	Field Verification (Utility Targeting)	2								\$340.00	\$11,490.00	
	Subtotal Task 1.0	5	12	7	0	8	0	0	0	\$4,635.00	\$58,415.00	
2.0	Design Services											
2.1a	50% Drawings & Specifications	10	15		30	40			8	\$12,560.00		
2.1b	75% Drawings & Specifications	10	25		50	90			8	\$22,110.00		
2.1c	100% Drawings & Specifications	10	20		25	75			8	\$16,835.00		
2.1d	Electrical Design (50%, 75%, 100%)									\$0.00	\$18,115.00	
2.2	Construction Cost Opinion (50%, 75%, 100%)	4	4		30					\$4,620.00		
2.3	Design Meetings	4	12		12					\$3,920.00		
2.4	Quality Assurance	10					10			\$2,950.00		
	Subtotal Task 2.0	48	76	0	147	205	10	0	24	\$62,995.00	\$18,115.00	
3.0	Permitting Services											
3.1	BCHD Sewer & Lift Station Permit	2	8		4	2			2	\$2,430.00		
3.2	FDOT Utility R-O-W Permit	2	8		4	2			1	\$2,360.00		
	Subtotal Task 3.0	4	16	0	8	4	0	0	3	\$4,790.00	\$0.00	
4.0	Public Participation & Coordination											
4.1	Public Participation Program (2 HOA Meetings)	1	12			4	12			\$4,050.00		
4.2	Town Commission Presentation	4	4		8					\$2,200.00		
4.3	Project Summary Brochure	2	4		8				5	\$2,420.00		
	Subtotal Task 4.0	7	20	0	16	4	12	0	8	\$8,670.00	\$0.00	
5.0	Bidding Assistance											
5.1	Assist in Bid Advertisement	2							2	\$480.00		
5.2	Pre-Bid Conference	3		3						\$915.00		
5.3	Bid Clarification/Addenda	2	4						2	\$1,120.00		
5.4	Contract Award	2		2			5			\$1,235.00		
5.5	Confirmed Contract Documents	4				4			3	\$1,350.00		
	Subtotal Task 5.0	13	4	5	0	4	5	0	7	\$5,100.00	\$0.00	
6.0	Construction Administration Services											
6.1	Preconstruction Conference	2					8			\$1,340.00		
6.2	Submittal Review		20		5		50		40	\$12,800.00		
6.3	Pay Estimate/Schedule Review						20			\$2,500.00		
6.4	Construction Clarifications						30		3	\$3,960.00		
6.5	Review Change Orders		12				25		2	\$5,185.00		
6.6	Progress Meetings						40			\$5,000.00		
6.7	Coordination w/ Resident Complaints						40			\$5,000.00		
6.8	Construction Administration						96			\$12,000.00		
6.9	Startup/Testing, Certification of Construction Completion	4	4				8		2	\$2,460.00		
6.10	Substantial and Final Inspections						20		2	\$2,640.00		
	Subtotal Task 6.0	6	36	0	5	0	337	0	49	\$52,885.00	\$0.00	
7.0	Resident Project Representative Services											
7.1	Inspections (40 hrs/wk (8 months))							1,408		\$140,800.00		
7.2	Electrical Inspections & L.S. Start-Up									\$0.00	\$6,067.00	
	Subtotal Task 7.0	0	0	0	0	0	0	1,408	0	\$140,800.00	\$6,067.00	
	Labor Subtotal Hours	83	164	12	176	225	364	1408	91		\$82,597.00	
	Labor Subtotal	\$14,110	\$26,240	\$1,620	\$19,360	\$25,875	\$45,500	\$140,800	\$6,370	\$279,875.00		
	Labor Total Costs	\$279,875										
	Subconsultant Costs Total	\$82,597										
	Subconsultant Multiplier	1.1										
	Subconsultant Total	\$90,857										
	Reimbursables	\$12,000										
	Project Total	\$382,732										



Town Commission Agenda Item Report

Meeting Date: November 12, 2019

Submitted by: Ken Rubach

Submitting Department: Municipal Services

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title:

Bougainvilla/Poinciana & West Business Plazas Lighting (Ken Rubach, Municipal Services Director)

Explanation:

Staff has been exploring ways to better illuminate several areas of Town. Two critical areas that were identified was the new island created after the completion of the Bougainvilla/Poinciana Project as well as the West Commercial Business Plazas.

Bougainvilla/Poinciana

As the project is now substantially completed staff saw an opportunity to provide lighting that also complimented the new landscaping that has been installed. The proposed fixtures from Structura are made of wood that have been sealed so that they are waterproof and perform well in extreme weather conditions. This lighting will act as essentially “illuminated art” with the clean lines that reflect mid-century modern styling while providing the benefit of increased visibility to pedestrians and those who are parking. We are currently working with our electrician and our lighting company on a layout. Below is an example of the larger light columns as well as the bollards that will be incorporated.



Mac Light Column



Mac Light Column



Mac Bollard



Mac Bollard

West Commercial Business Plazas

The current lighting that exists within the plazas is primarily located along Commercial Blvd and does not adequately light the areas adjacent to the businesses. Staff met with its contracted electrician to take a look at what could be done to address this. Many of the existing islands within the plazas do not have power outlets in them and this can be addressed by running conduit and tapping into the existing power which is a relatively easy process. The next area looked at was the existing poles that are used for banners only. These poles potentially present an opportunity to use the post tops to incorporate lighting. There are several challenges with this, namely running wiring and conduit up through the pole as well as additional wind loading caused by the addition of a fixture. Staff is currently working with the lighting company to determine if the fixture will significantly increase the wind load that exceeds allowable specifications. Once we have this information, we will be able to better determine the next steps in the process. The fixture proposed for this area is from Solera who is the manufacturer of our blue and grey decorative fixtures that are present along Commercial Blvd. The shape of the fixture provides a mid-century modern feel and will also incorporate the blue color found on the louvers of the decorative fixtures which will provide an accent on top of the grey poles.



Proposed Fixture



Existing Solera Fixtures



Existing Banner Pole

Recommendation:

N/A



Town Commission Agenda Item Report

Meeting Date: November 12, 2019

Submitted by: Tedra Allen

Submitting Department: Administration

Item Type: Ordinances 1st Reading

Agenda Section: ORDINANCES 1st Reading

Subject Title:

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

Explanation:

Staff received notification from the Broward County Supervisor of Elections Office (SOE) that the information provided regarding the qualifying dates for the 2020 Election being from Noon, January 2, 2020 to Noon, January 8, 2020 is incorrect. Per the SOE the oversight was purely a result of a miscalculation of the first day of qualifying which starts at Noon on January 2, 2020 thru Noon on January 9, 2020.

Recommendation:

Pass Ordinance 2019-10 on 1st reading establishing the Qualifying Period for the 2020 General Municipal Election from Noon on Thursday January 2, 2020 thru Noon on Thursday, January 9, 2020, scheduling 2nd reading for the Town Commission Meeting scheduled December 10th.

Attachments:

1. Ordinance 2019-10

ORDINANCE 2019-10

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

1 **WHEREAS**, for the 2020 election cycle, the 2020 Presidential Preference Primary
2 Election is scheduled to be held on March 17, 2020; and

3 **WHEREAS**, Section 6.1(4) of the Town of Lauderdale-By-The-Sea ("Town") Charter sets
4 the date of the municipal election as the second Tuesday in March, "or as provided for by law";
5 and

6 **WHEREAS**, Section 101.75, Florida Statutes, authorizes municipalities to move their
7 elections to the same date as the Presidential Primary Election (or other statewide or countywide
8 election) by adopting an ordinance; and

9 **WHEREAS**, the Broward County Supervisor of Elections ("Supervisor") has established
10 dates and deadlines for the March 17, 2020 election, and has provided that all qualifying periods
11 be completed no later than Thursday January 9, 2020, in order to meet the Supervisor's timeline
12 for preparation for the March 17, 2020 ballot; and

13 **WHEREAS**, should the Town decide to hold a separate General Municipal Election in
14 March, the Town will be responsible for the total election costs of approximately \$30,000; and

15 **WHEREAS**, if the Town moves its 2020 General Municipal Election date to coincide with
16 the Presidential Preference Primary Election, it will only be responsible for limited election costs,
17 resulting in a significant financial savings to the Town; and

18 **WHEREAS**, Section 101.75, Florida Statutes, provides that the ordinance moving the date
19 of the Town’s General Municipal Election must establish a qualifying period for the election; and

20 **WHEREAS**, the Town Commission deems it to be in the best interest of the citizens and
21 residents of the Town to modify its General Municipal Election in 2020, to coincide with the
22 Presidential Preference Primary Election on March 17, 2020; and

23 **WHEREAS**, the Town Commission desires to schedule the swearing in of duly elected
24 Town Officials.

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

27 **SECTION 1. Recitals.** The preceding “Whereas” clauses are ratified and incorporated as
28 the legislative intent of this Ordinance.

29 **SECTION 2. Election Date Modified.** The Town Commission of the Town of
30 Lauderdale-By-The-Sea, pursuant to the authority of Section 101.75, Florida Statutes, modifies
31 the date of its 2020 General Municipal Election to occur on March 17, 2020, to coincide with the
32 Presidential Preference Primary Election.

33 **SECTION 3. Qualifying Period Set.** The Town Commission hereby provides that the
34 qualifying period for the 2020 General Municipal Election shall run for seven (7) calendar days from
35 noon on Thursday January 2, 2020, through noon on Thursday January 9, 2020.

SECTION 4. Swearing In. The Mayor-Commissioner and the Town Commissioners who are elected in the March 2020 election, shall be sworn in and assume the duties of office at the commencement of the first regular Town Commission meeting that is at least two days following the release of certification of the results by the Supervisor of Elections.

SECTION 5. Terms Extended. The term of office for the Mayor-Commissioner and the Town Commissioners currently seated in Seat 3 and Seat 4, shall pursuant to the authority in Section 100.3605 and 166.021(4), Florida Statutes, be extended until their successors to office are sworn in.

SECTION 6. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 7. Conflicts. All prior ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of said conflict.

SECTION 8. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage on second reading.

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

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

MAYOR CHRIS VINCENT

	First Reading	Second Reading
Mayor Vincent	_____	_____
Vice-Mayor Sokolow	_____	_____
Commissioner Malkoon	_____	_____
Commissioner Oldaker	_____	_____
Commissioner Strauss	_____	_____

63 ATTEST:

64

65

66 _____
Tedra Allen, Town Clerk

67

68 APPROVED AS TO FORM:

69

70

71 _____
Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: November 12, 2019

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title:

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

Explanation:

At the July 9, 2019 meeting, the Commission honored Michael D. Walker for 25 years of service by issuing a Proclamation to honor his dedication as a public employee. A longevity bonus to Michael D. Walker has been informally discussed since July 9, 2019.

The Personnel Policies Manual has language under Section VII. Salary Administration, F. Bonuses which states

“VII. Salary Administration, F. Bonuses

Bonuses may be given only as a lump sum amount and may not increase an employee’s base salary. The Town Manager has the authority to grant a bonus of \$1,000 or less. The Town Commission shall approve any bonus in excess of \$1,000.

The Town’s ability to grant a bonus is governed by state statute 215.425, which provides that (a) a bonus must be based on work performance; (b) the performance standards and evaluation process by which a bonus will be awarded must be described; (c) all employees must be notified of the bonus program; and, (d) all employees are eligible for the Town’s bonus program, subject to the availability of budgeted funds.

Bonus Policy: Employees are eligible for consideration of a bonus in the following circumstances, Through an employee’s specific efforts, the Town avoids expenditures or has actual saving of a significant nature;

An exempt employee who because of unusual circumstances such as a natural disaster or a special project, is required to work beyond their normal schedule for an extended period of time.

An employee performs an act of heroism in the Town of Lauderdale-By-The-Sea that reflects well on the Town government.

An employee who, in addition to their work, absorbs and completes the workload of another employee for more than three weeks.”

Though the Personnel Manual generally permits the provision of a bonus in accordance with Section 215.425, Florida Statutes, there is no language therein providing for a longevity program. The Town would like to implement a Longevity Program for employees who have served for 20 years, 25 years, and 30 years.

Attached as Exhibit 1 is the proposed language to implement the Longevity Program, which is consistent with state law. This program would grandfather in one employee who has recently reached his 25 years of longevity, with the rationale being that the benefit was under consideration at the time he reached the 25-year milestone. For all other employees, it will be a prospective benefit from a date specific.

There is no budget impact for the grandfathered employee as the longevity pay is covered by salary savings available from the vacant Planning Technician Position. Moving forward, the Longevity Program would be budgeted each year. The anticipated Longevity payments have been calculated through the year 2027 (Exhibit 2).

Recommendation: We recommend the approval of Resolution 2019-41 (Exhibit 3), which adopts the changes to the Personnel Manual adding a section titled **VII. Salary Administration, L. Longevity Program.**

Attachments:

Exhibit 1 – Proposed language for Longevity Program

Exhibit 2 – Longevity chart through 2027 with anticipated budget for program

Exhibit 3 – Resolution 2019-41

LONGEVITY BONUS PROGRAM

I. Eligibility

- a. As of January 1, 2019, all Town employees shall be eligible for consideration for a full longevity bonus upon completion of the applicable longevity schedule described herein:
 - i. Be employed in a full-time.
 - ii. Be on active pay status, at the completion of their 20th, 25th or 30th anniversary year that longevity pay is granted.
 - iii. Have had no severe disciplinary action, which is defined as a demotion or a suspension of five (5) days or more, during the same calendar year as the applicable longevity bonus.

II. Source of Funding

- a. The longevity bonus shall be contingent on the Town's budgetary allocation of Town monies. Approval for bonuses will be granted in the event the Town budgets and approves longevity bonuses for employees.
- b. Bonuses will be dictated by the Town's financial condition. In the event funding is inadequate for a particular year, bonuses will not be granted.

III. Amount of Bonus

- a. In the event the Town Commission determines that bonuses will be granted, the full bonus amount, per employee, shall be based on the following schedule:
 - i. Less than Twenty years of employment - no compensation
 - ii. Twenty Years of service - \$2,000 gross up one-time bonus
 - iii. Twenty Five Years of service –\$2,500 gross up one-time bonus
 - iv. Thirty Years of service - \$3,000 gross up one-time bonus
- b. Years of service are based on accumulated continuous employment with no service interruption. A leave of absence granted by the Town or for some other reason shall not count as an interruption of service.
- c. The longevity bonus will not be added to the base salary nor will it be used for computing the average weekly wage for any other purpose, including but not limited to pension benefits, workers' compensation and unemployment benefits.

IV. Timing of Bonus Distribution

- a. The Town endeavors to provide the longevity bonus for long and faithful service to the Town, which is based on continuous yearly service. Therefore, longevity payments will coincide with each year of service so employees shall receive payment no later than 45 days following the employee's applicable anniversary date.

V. Qualifications

- a. For the purposes of determining employees who may be awarded longevity payment, the following work performance factors will be considered:
 - i. Fulfillment of all normal job duties/expectations in addition to performing other duties to accomplish a special project or achieve a certain goal.
 - ii. Functioning as an effective and cooperative team member.
 - iii. Consistently reporting to work and punctual.

VI. Period of Evaluation

- a. At least thirty (30) days prior to the distribution of longevity payments, supervisory employees shall provide confirmation to the Town Manager or designee that their current subordinate(s) are either eligible to receive a longevity payment or ineligible to receive a longevity payment based on Section V.

VII. Notice to Employees

- a. A copy of this Policy shall be posted in a conspicuous location within the Town for thirty (30) days upon its adoption.

<u>Hire Date</u>	<u>2019 Years of Service</u>	<u>2020 Years of Service</u>	<u>2021 Years of Service</u>	<u>2022 Years of Service</u>	<u>2023 Years of Service</u>	<u>2024 Years of Service</u>	<u>2025 Years of Service</u>	<u>2026 Years of Service</u>	<u>2027 Years of Service</u>	
01/04/12	01/04/19	7	8	9	10	11	12	13	14	15
10/23/19	10/23/19	0	1	2	3	4	5	6	7	8
03/06/18	03/06/19	1	2	3	4	5	6	7	8	9
10/13/14	10/13/19	5	6	7	8	9	10	11	12	13
04/11/16	04/11/19	3	4	5	6	7	8	9	10	11
06/28/04	06/28/19	15	16	17	18	19	20	21	22	23
01/10/15	01/10/19	4	5	6	7	8	9	10	11	12
11/20/11	11/20/19	8	9	10	11	12	13	14	15	16
07/04/18	07/04/19	1	2	3	4	5	6	7	8	9
06/27/19	06/27/19	0	1	2	3	4	5	6	7	8
10/08/07	10/08/19	12	13	14	15	16	17	18	19	20
10/22/18	10/22/19	1	2	3	4	5	6	7	8	9
09/28/09	09/28/19	10	11	12	13	14	15	16	17	18
09/23/08	09/23/19	11	12	13	14	15	16	17	18	19
02/17/04	02/17/19	15	16	17	18	19	20	21	22	23
06/24/19	06/24/19	0	1	2	3	4	5	6	7	8
08/12/19	08/12/19	0	1	2	3	4	5	6	7	8
03/14/16	03/14/19	3	4	5	6	7	8	9	10	11
01/31/05	01/31/19	14	15	16	17	18	19	20	21	22
01/06/03	01/06/19	16	17	18	19	20	21	22	23	24
05/29/19	05/29/19	0	1	2	3	4	5	6	7	8
04/03/17	04/03/19	2	3	4	5	6	7	8	9	10
01/09/18	01/09/19	1	2	3	4	5	6	7	8	9
02/13/06	02/13/19	13	14	15	16	17	18	19	20	21
03/29/16	03/29/19	3	4	5	6	7	8	9	10	11
05/06/15	05/06/19	4	5	6	7	8	9	10	11	12
12/03/18	12/03/19	1	2	3	4	5	6	7	8	9
08/13/07	08/13/19	12	13	14	15	16	17	18	19	20
08/24/15	08/24/19	4	5	6	7	8	9	10	11	12
05/02/18	05/02/19	1	2	3	4	5	6	7	8	9
03/18/14	03/18/19	5	6	7	8	9	10	11	12	13
03/27/18	03/27/19	1	2	3	4	5	6	7	8	9
07/14/08	07/14/19	11	12	13	14	15	16	17	18	19
03/18/19	03/18/19	0	1	2	3	4	5	6	7	8
02/12/10	02/12/19	9	10	11	12	13	14	15	16	17
06/20/94	06/20/19	25	26	27	28	29	30	31	32	33
06/19/06	06/19/19	13	14	15	16	17	18	19	20	21
06/19/06	06/19/19	13	14	15	16	17	18	19	20	21

Cost: \$ 2,500.00 \$ - \$ - \$ - \$ 2,000.00 \$ 7,000.00 \$ 2,000.00 \$ 6,000.00 \$ 4,000.00

RESOLUTION NO. 2019-41

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA,
ESTABLISHING A LONGEVITY BONUS PAYMENT
PROGRAM; ESTABLISHING ELIGIBILITY
REQUIREMENTS AND QUALIFICATIONS;
AUTHORIZING THE TOWN MANAGER TO ADMINISTER
THIS PROGRAM; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the Florida Legislature has recognized, through the passage of Section 215.425, Florida Statutes, that a bonus payment provided to public employees is appropriate pursuant to policies adopted by local governmental agencies; and

WHEREAS, this Resolution will establish a longevity bonus payment program for Town employees that is consistent with State law; and

WHEREAS, the Town Commission authorizes the Town Manager or designee to administer this bonus program, substantially in the form attached hereto as Exhibit "A"; and

WHEREAS, the Town Commission finds that a longevity bonus payment program rewarding its employees for performance and tenure promotes productivity and work performance, and is in the best interest and welfare of the Town.

**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. Establishing a Longevity Bonus Program. The Town Commission hereby adopts as official policy of the Town a Longevity Bonus Program for employees of the Town, substantially in the form attached hereto as Exhibit "A," which will apply to all eligible employees who have completed the applicable longevity period on and after January 1, 2019.

1 **SECTION 3. Implementation.** The Town Manager and Town Officials are hereby
2 authorized to take any and all action which is necessary to implement the Longevity Bonus
3 Program for the purposes of this Resolution.

4 **SECTION 4. Effective Date.** This Resolution shall become effective immediately upon
5 passage and adoption.
6

PASSED AND ADOPTED on this _____ day of November, 2019.

MAYOR CHRIS VINCENT

Attest:

Tedra Allen, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: November 12, 2019

Submitted by: Linda Connors

Submitting Department: Development Services

Item Type: Quasi-Judicial Public Hearings

Agenda Section: QUASI JUDICIAL PUBLIC HEARINGS

Subject Title:

Site Plan Modification for 4208 N. Ocean Drive (Blue Strawberry)

Explanation: The Applicant and current owner, Blue Strawberry by the Sea Inc., purchased the thirty-six (36) unit hotel in 2016. During their Business Tax Receipt inspection, staff determined that the original permitted building was approved for thirty (30) units and that three (3) of the 1-bedroom units in each building had been split into two (2) units without permits to create six (6) unpermitted units.

To correct this violation, Blue Strawberry by the Sea, Inc. has submitted an application requesting to modify the Site Plan for 4208 N Ocean Drive from thirty (30) hotel units to thirty-six (36) hotel units (**Exhibit 1**). If approved, this Site Plan Modification will ensure that the property meets the Town's zoning and land use requirements and is the first step toward the applicant securing a building permit for the illegal construction completed under the previous owner.

The Site Plan Modification application requires review and consideration by Town Staff, Planning and Zoning Board and final consideration by the Town Commission. An Administrative Adjustment reducing the number of required parking spaces by three (3) parking spaces is also required. The Administrative Adjustment application has been reviewed by Town staff and the Board of Adjustment and the Town Manager is withholding approval until the Commission makes a final determination on the requested Site Plan Modification. Both the Site Plan Modification and the Administrative Amendment applications must be approved for the requested Site Plan Modification to become effective.

The Applicant has submitted a Site Plan amendment so that the Town may review their request to keep the six (6) unpermitted units. The subject property is .52 acres and it supports the thirty-six (36) units as requested (21 with kitchen and 15 without kitchen). There are no structural changes to the exterior of the site that would necessitate a review of the setback requirements. The addition of six (6) units requires six (6) parking spaces. A seventh parking space is necessary due to the parking area being redesigned to include a handicap parking space. The Town Code allows a property owner to install bicycle racks to replace up to 3 parking spaces or 10% of minimum parking requirement, whichever is greater, and the applicant has utilized this option. They are requesting an Administrative Adjustment to account for the remaining three (3) parking spaces. A detailed explanation of the project is provided in the attached Planning and Zoning Board staff report (**Exhibit 2**).

The Planning and Zoning Board reviewed the application at its November 6, 2019 meeting and recommended to approve the request with the following conditions:

1. The approval of the Site Plan Modification is contingent upon the Administrative Adjustment for three (3) parking spaces being approved by the Town Manager.
2. Until the construction and all inspections associated with this Site Plan are complete and a new Certificate of Occupancy has been issued, no more than thirty (30) units may be rented on this property at any time. In addition, those units may only be in a configuration as shown on sheets A200a, b, c and d in the plan: 302 incorporated into this Development Order as **Exhibit 1**.

3. The Applicant shall provide eight (8) bicycles to be placed in eight (8) of the sixteen (16) spaces to be provided in a bicycle rack. The remaining four (4) bicycles spaces in the rack may be left open for use by guests with bicycles. Bicycles shall be maintained in good, rust-free, operational, and safe condition.
4. The Applicant shall secure a building permit, as defined in Section 30-121 (e) of the Town Code, for the project within twelve (12) months of the date of the development order approval and a certificate of completion for all structures within eighteen (18) months of obtaining the building permit. An extension to the deadline for completion of construction may be granted by the Special Magistrate pursuant to the requirements of Section 6-12 of the Town Code.
5. All construction shall be in accordance with the plans, incorporated into this Development Order as Exhibit 1, which incorporate all modifications and conditions approved by the Town Commission. The Site Plan may be modified as required as part of the building permit and/or architectural review process.
6. Prior to issuance of a building permit, the Town Clerk shall certify that there are no outstanding fines, moneys, fees, taxes or other charges owed to the Town by the current or past owners or operators of the subject property in which the building permit is being issued. If fees are related to a Code violation that requires a building permit to correct the violation, only the building permits required by the Town for correction of the violation may be issued. No other building permits will be issued until all outstanding debts to the Town are paid in full.
7. The approved Site Plan does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Town for issuance of the approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.

All applicable state and federal permits shall be obtained before commencement of construction.

Recommendation:

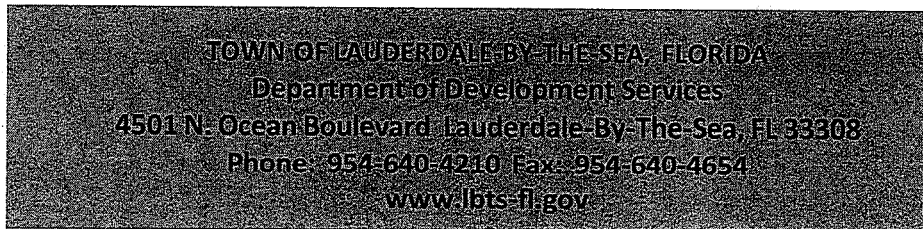
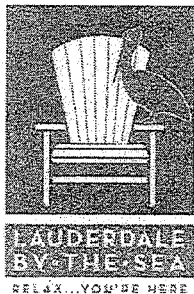
Staff recommends that the Commission approve the Site Plan Modification Development Order (Exhibit 3) increasing the number of approved units from thirty (30) to thirty-six (36).

Attachments:

1. Application and Plans
2. Planning and Zoning Staff Report
3. Site Plan Modification Development Order

Exhibit 1

Application #: _____
BTR#: _____



DEVELOPMENT APPLICATION

In accordance with Section 30.111-30.113 of the Town's Unified Land Development Regulations: Development applications are required to be provided before any development permit is issued. Please refer to the Town's website to obtain a copy of the corresponding Application Checklist. Please also refer to the Fee Schedule, updated annually by the Town, as provided on the website which will indicate the cost per application type. Please check the development approval being requested:

- | | | |
|---|--|---|
| ☐ Abandonment | ☐ Conditional Use-Sign | ☐ Preliminary Site Plan |
| ☐ Administrative Adjustment-Level 1 | ☐ Conditional Use-Transfer Fee | ☐ Sidewalk Cafe |
| ☐ Administrative Adjustment-Level 2 | ☐ Construction Time Extension | ☐ Sidewalk Cafe Modification |
| ☐ Architectural Review-Preliminary | ☐ Development Order Extension | ☐ Site Plan |
| ☐ Architectural Review-Final | ☐ Encroachment Application | ☐ Site Plan Modification-Level 1 |
| ☐ Bicycle Racks | ☐ Landscape Plan | ☒ Site Plan Modification-Level 2 |
| ☐ Conditional Use | ☐ Landscape Plan Amendment | ☐ Tree Removal |
| ☐ Conditional Use Amendment-Level 1 | ☐ Parking Reduction-Level 1 | ☐ Variance-Single Family |
| ☐ Conditional Use Amendment-Level 2 | ☐ Parking Reduction-Level 2 | ☐ Variance - Other |
| | | ☐ Other _____ |

Based on approval being requested, refer to the corresponding checklist and supplemental requirements.

Project Name: Blue Strawberry by the Sea Folio Number(s): 4943180 11500
 Street Address: 4208-4220 N. Ocean Drive, Lauderdale by the Sea, FL 33308
 Subdivision Name: Lauderdale by the Sea Block(s): 16 Lot(s): 3, 4, 5, 6
 Name of Property Owner: Magnum Holding Company, Inc Address of Property Owner: 5151 de la Savane, #400, Montreal, QC H4P 1V1
 Property Owner's Phone Number: (514) 341-8600 Property Owner's Email Address: Jonathan@transmgt.com
 Name of Applicant: Blue Strawberry by the Sea Address of Applicant: 5151 de la Savane, #400, Montreal, QC H4P 1V1
 Applicant Phone Number: (514) 341-8600 Applicant Email Address: Jonathan@transmgt.com
 Name of Agent (e.g. Contractor) Representing the Project: _____
 Agent's Address: _____ Agent's Phone: _____ Email Address: _____
 Land Use Plan Designation: _____ Zoning District: RM-25
 Existing/Type of Use of the Subject Property: Motel
 Proposed Use of the Subject Property: Motel
 As applicable, answer the following:
 Existing Number of Units: 30 Proposed Number of Units: 30
 Existing Square Footage: _____ Proposed Square Footage: _____

Company: BLUE STRAWBERRY BY THE SEA, INC.

Bank: CENTER STATE BANK OF FLORIDA / # 20442018

Supplier: TOWN OF LAUDERDALE-BY-THE-SEA

Cheque Date: October 16, 2019

Cheque Amount: \$1,450.00

Account #

262

Invoice Number Date Identification
2019-10-07 PERMIT 07-Oct-19

Amount to Pay Invoice Number
\$1,450.00

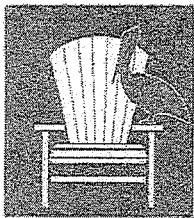
Date Identification Amount to Pay

Date: October 7, 2019
Permit Type: Administrative Adjustment, Level 1, Site Plan Modification
Permit #: 2019-L1-AA-02, 2019-L2-SPM-03
Property Address: 4208 N Ocean Drive (Blue Strawberry)

PAYE
DATE Oct. 16-19
CHK 262
AMOUNT 1450.00

Comments:

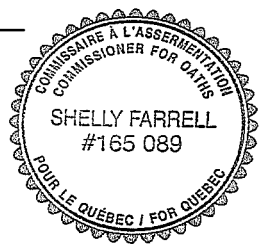
1. Payment of \$1450.00 is required for the Site Plan Modification application.
2. Please provide information on proposed changes/additions to the landscaping on the property.
3. The plans provided are for the ADA compliant units only. We will also need permitted and proposed plans for both floors of both buildings to determine the location of the 6 additional units and proposed changes to bring them into compliance.
4. On the Cover Page:
 - a. Under Scope of Work:
 - i. Please change the first bullet by adding "waiver of" after the word "for."
 - ii. Please change the last bullet by adding "through a Site Plan Modification" to the end of the line.
5. On Sheet A100a:
 - a. Please note if the diagram represents existing or proposed conditions.
 - b. On the Site Data Table:
 - i. The following information was in a letter to Terry Pomerantz dated September 11, 2019: "...based on the number and type of approved permitted units, the square footage of lot area that would support those units has been grandfathered at 52,260 SF. Based on this, any alterations necessary to bring this property into compliance cannot exceed 52,260 SF in total required lot area." The proposed configuration requires 57,486 SF of lot area. The ratio of units with kitchens to units without kitchens will need to be adjusted to bring the required lot area into compliance with the 52,260 SF maximum.



DEVELOPMENT APPLICATION SIGNATURE PAGE

Print Name of Property Owner: Magnum Holding Company, INC Date: Oct 16 - 2019

Signature of Property Owner: _____



Province of Quebec
~~State of Florida:~~ _____

County: _____

SWORN AND SUBSCRIBED before me this 16th day of October 2019

The person signing is ☒ personally known to me or _____ has produced identification _____

Commissioner for Oaths
Print Notary Name: Shelly Farrell

Notary Signature: _____

My Commission expires: NOV - 2019

Print Name of Applicant: Blue Strawberry by the Sea Date: Oct - 16 - 2019

Signature of Property Applicant: _____

Province of Quebec
~~State of Florida:~~ _____

County: _____

SWORN AND SUBSCRIBED before me this 16th day of October 2019

The person signing is ☒ personally known to me or _____ has produced identification _____

Commissioner for Oaths
Print Notary Name: Shelly Farrell

Notary Signature: _____

My Commission expires: NOV - 2019



FOR ADMINISTRATIVE USE ONLY:

Date Application submitted: _____

Date Application found complete: _____

Pre-Application meeting date: _____

Non-refundable Application Fee: _____

Cost Recovery Fee: _____



INTERIOR IMPROVEMENT FOR:

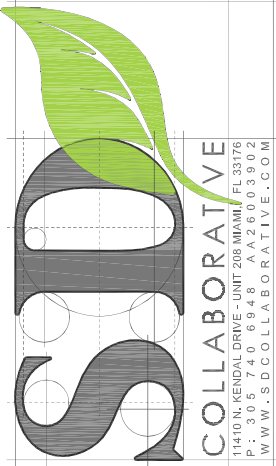
BLUE STRAWBERRY BY THE SEA

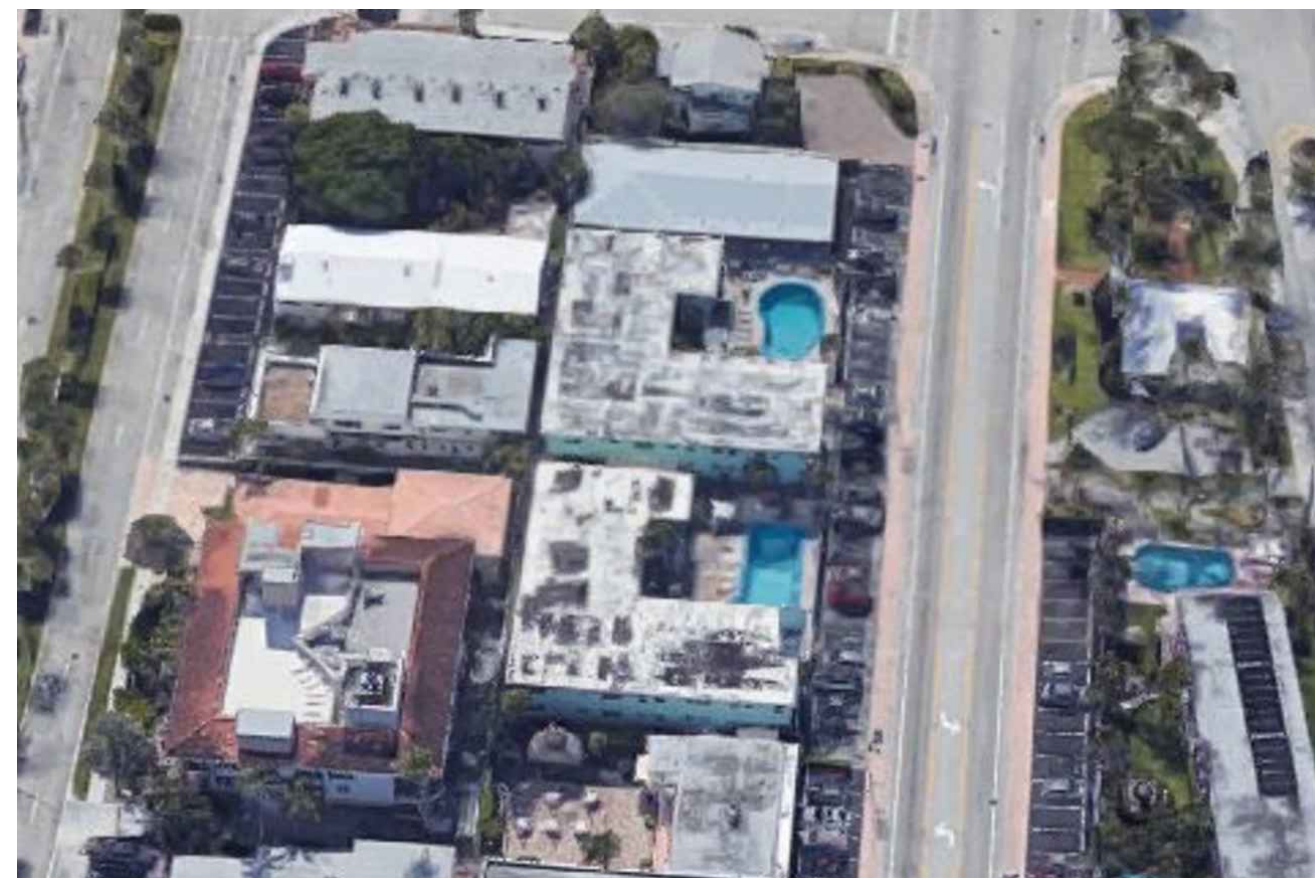
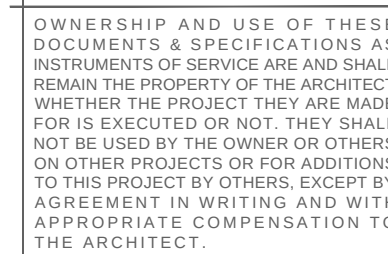
4208 - 4220 NORTH OCEAN DRIVE
LAUDERDALE BY THE SEA, FL 33308

CONSULTANTS	
STRUCTURAL	CIVIL
	THE BETAJONES GROUP, INC ONE BRICKELL SQUARE TOWER 801 BRICKELL AVENUE - SUITE 900 MIAMI, FLORIDA 33131 P: 786.284.8828
MEP	LANDSCAPE
MAQUEIRA ENGINEERING CONSULTANTS 7220 SW 39th TERRACE MIAMI, FLORIDA 33155 P: 305.669.5595	ALL LANDSCAPE DATA, INC 9737 NW 41 STREET - SUITE 919 MIAMI, FLORIDA 33178 P: 305.303.7059

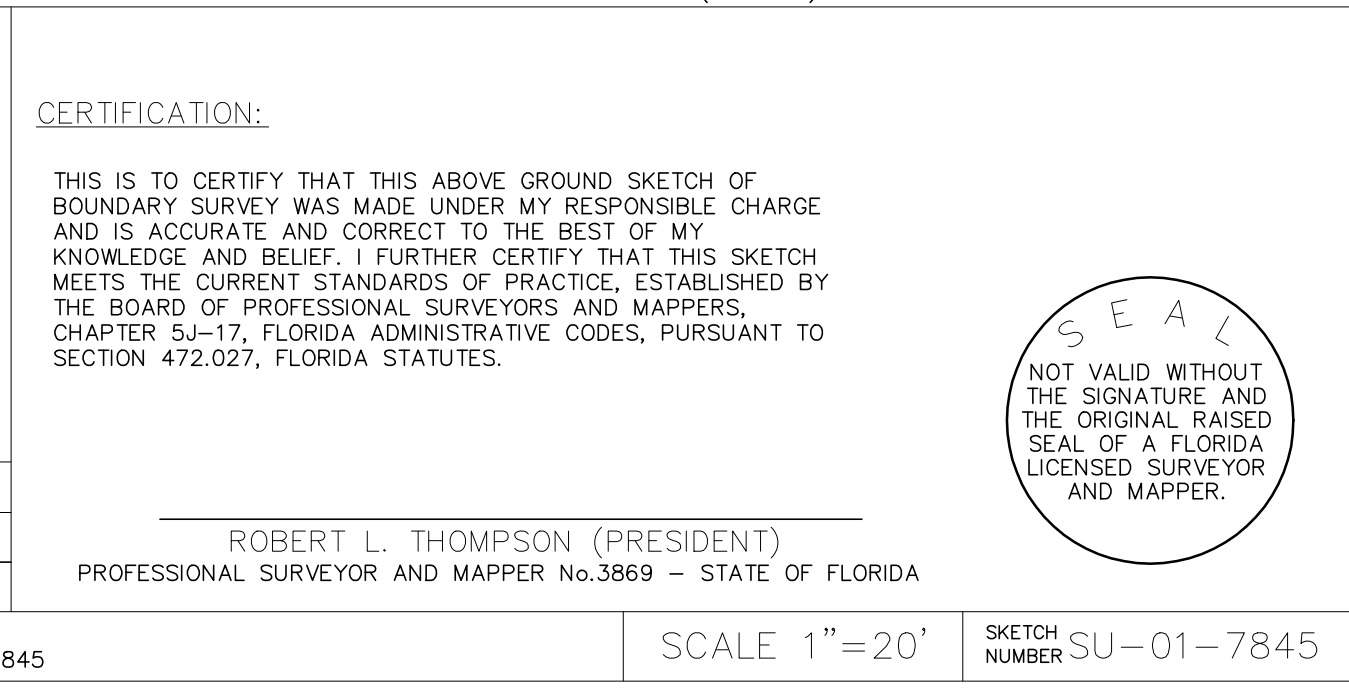
SCOPE OF WORK
- ADMINISTRATIVE ADJUSTMENT FOR WAIVER OF 3 PARKING SPACES. - SITE ALTERATION. - ADA UPGRADES. - LEGALIZATION OF 6 EXTRA UNITS THROUGH A SITE PLAN MODIFICATION.

ZONING
CURRENT: RM 25
PROPOSED: RM 25





5 Aerial Photo
SCALE: NTS



1 Property Survey - FOR REFERENCE ONLY
SCALE: NTS





1 Site Photo
SCALE: NTS



2 Site Photo
SCALE: NTS



3 Site Photo
SCALE: NTS



4 Site Photo
SCALE: NTS



5 Site Photo
SCALE: NTS



6 Site Photo
SCALE: NTS



7 Site Photo
SCALE: NTS



8 Site Photo
SCALE: NTS



9 Site Photo
SCALE: NTS

OWNERSHIP AND USE OF THESE DOCUMENTS & SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. WHETHER THE PROJECT THEY ARE MADE FOR IS EXECUTED OR NOT, THEY SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT BY OTHERS, EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

REV. NO. DATE COMMENTS

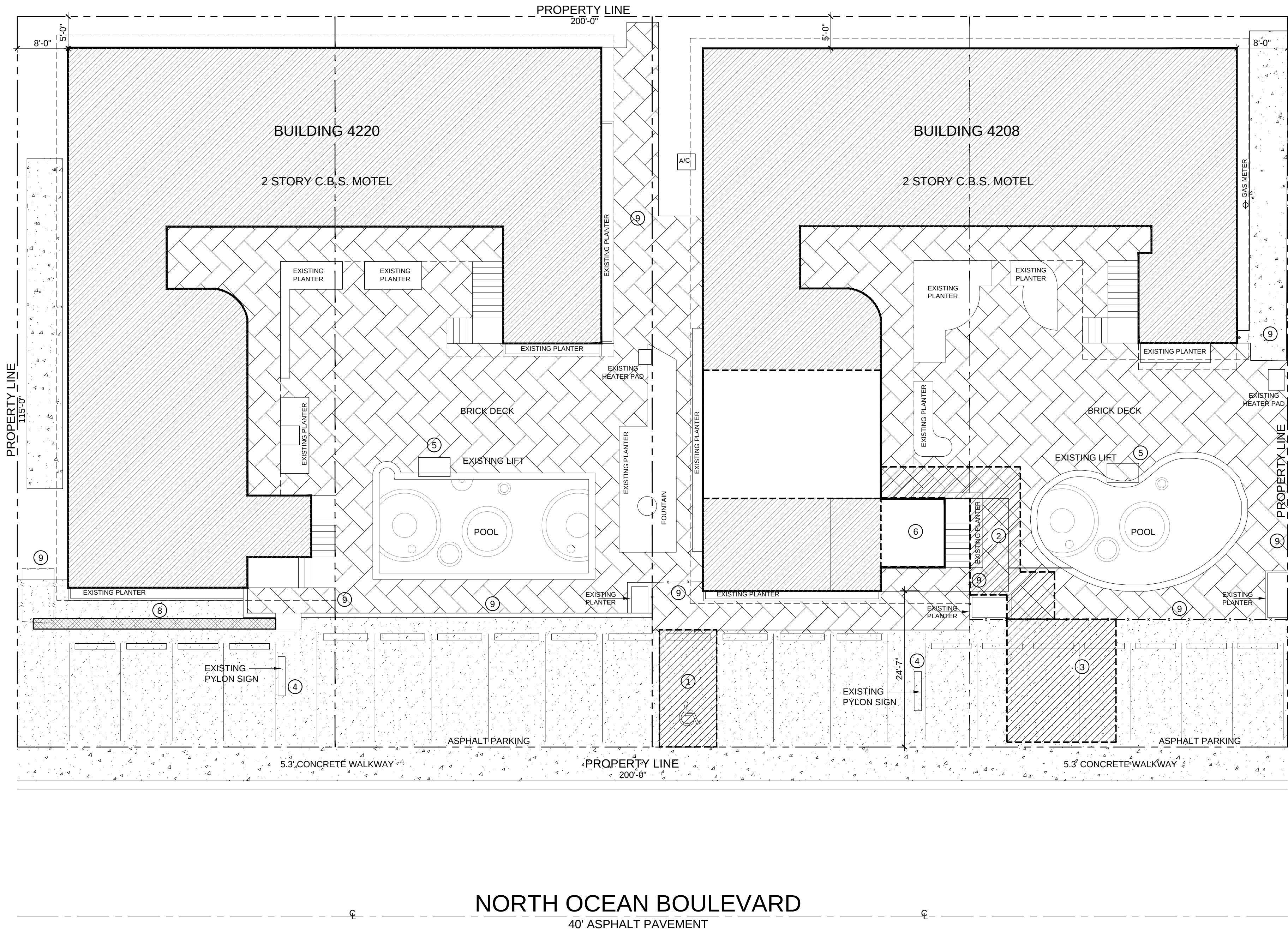
PROJECT: EXISTING HOTEL BUILDINGS

BLUE STRAWBERRY BY THE SEA
4208 - 4220 NORTH OCEAN DRIVE
LAUDERDALE BY THE SEA, FL 33308

PROJECT NO.: 19-013
ISSUE DATE: 09-30-2019
SCALE: AS NOTED
DRAWN BY: EH
CHECKED: DCIPEC

Site Photos

A003



ZONING DATA:		
Zoning Designation:	Residential Multi-Family (RM-25)	
Lot Size:	25,299 SQ. FT.	
BUILDING SETBACK:	Required	Existing
Front	25'-0"	24'-7"
Rear	4'-0"	5'-0"
Street Side	8'-0"	8'-0"
Interior Side	8'-0"	8'-0"
Height	3 Stories	2 Stories

- SITE PLAN KEY NOTES:**
- 1 EXISTING ADA PARKING DOES NOT MEET DESIGN STANDARDS FOR A HANDICAP SPACE UNDER SEC.30-317. RAMP PROVIDED DOES NOT MEET 1:12 MAX SLOPE.
 - 2 NO ACCESSIBLE ROUTE PROVIDED FOR HOTEL OFFICE, WITH A 1:12 MAX SLOPE.
 - 3 NO HANDICAP SPACE AND RAMP PROVIDED FOR 2 STORY MOTEL.
 - 4 EXISTING PYLON SIGN TO REMAIN.
 - 5 VERIFY THAT EXISTING POOL LIFTS ARE IN COMPLIANCE WITH ADA CODES.
 - 6 EXISTING OFFICE DOES NOT COMPLY WITH ADA STANDARDS.
 - 7 EXISTING HOTEL DOES NOT HAVE AN ADA ROOM/ROOMS.
 - 8 REMOVE EXISTING ASPHALT SLAB AND PREPARE FOR NEW LANDSCAPE AREA.
 - 9 GC TO MAKE SURE POOL IS FULLY PROTECTED WITH 4'-0" HIGH WALL OR FENCE AND SELF CLOSING SELF LATCHING GATES.

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REV. NO. DATE COMMENTS

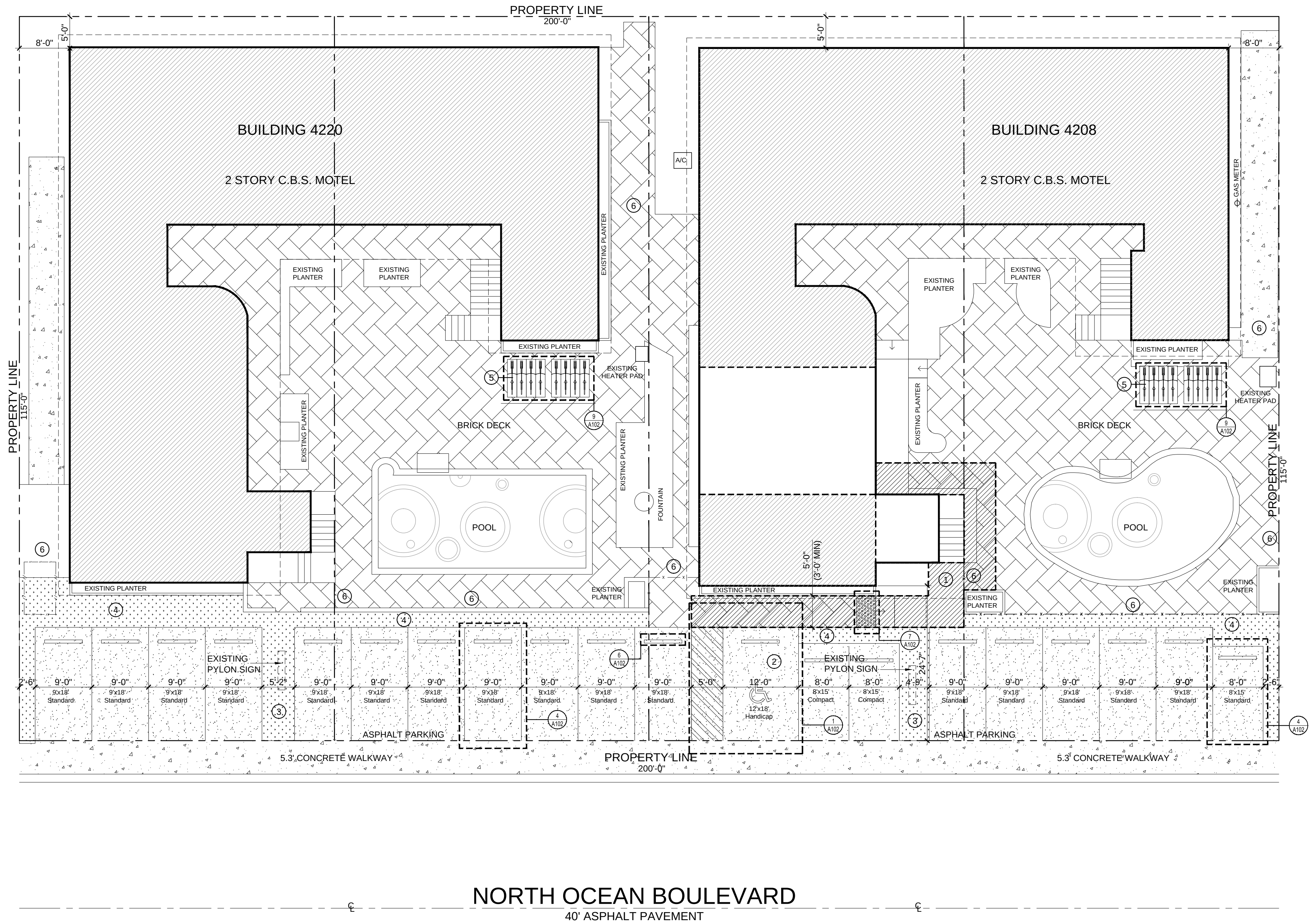
PROJECT: EXISTING HOTEL BUILDINGS

BLUE STRAWBERRY BY THE SEA
4208 - 4220 NORTH OCEAN DRIVE
LAUDERDALE BY THE SEA, FL 33308

PROJECT NO.: 19-013
ISSUE DATE: 09-30-2019
SCALE: AS NOTED
DRAWN BY: EH
CHECKED: DCI/PEC

Existing Site Plan





ZONING DATA:		
Zoning Designation:	Residential Multi-Family (RM-25)	
Lot Size:	25,299 SQ. FT.	
BUILDING SETBACK:	Required	Existing
Front	25'-0"	24'-7"
Rear	4'-0"	5'-0"
Street Side	8'-0"	8'-0"
Interior Side	8'-0"	8'-0"
Height	3 Stories	2 Stories

- SITE PLAN KEY NOTES:
- 1 NEW ACCESSIBLE ROUTE TO HOTEL OFFICE, WITH A 1:12 MAX SLOPE.
 - 2 NEW HANDICAP PARKING.
 - 3 EXISTING PYLON SIGN WITH NEW PARKING STRIPING.
 - 4 NEW LANDSCAPE.
 - 5 NEW BICYCLE PARKING RACKS (8)
 - 6 GC TO MAKE SURE POOL IS FULLY PROTECTED WITH 4'-0" HIGH WALL OR FENCE AND SELF CLOSING SELF LATCHING GATES.

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REV NO. DATE COMMENTS

PROJECT: EXISTING HOTEL BUILDINGS

BLUE STRAWBERRY BY THE SEA
4208 - 4220 NORTH OCEAN DRIVE
LAUDERDALE BY THE SEA, FL 33308

PROJECT NO.: 19-013
ISSUE DATE: 09-30-2019
SCALE: AS NOTED
DRAWN BY: EH
CHECKED: DCI/PEC

New Site Plan

REV NO. DATE COMMENTS

PROJECT: EXISTING HOTEL BUILDINGS

BLUE STRAWBERRY BY THE SEA
4208 - 4220 NORTH OCEAN DRIVE
LAUDERDALE BY THE SEA, FL 33308

PROJECT NO.: 19-013
ISSUE DATE: 09-30-2019
SCALE: AS NOTED
DRAWN BY: EH
CHECKED: DCI/PEC

New Site Plan

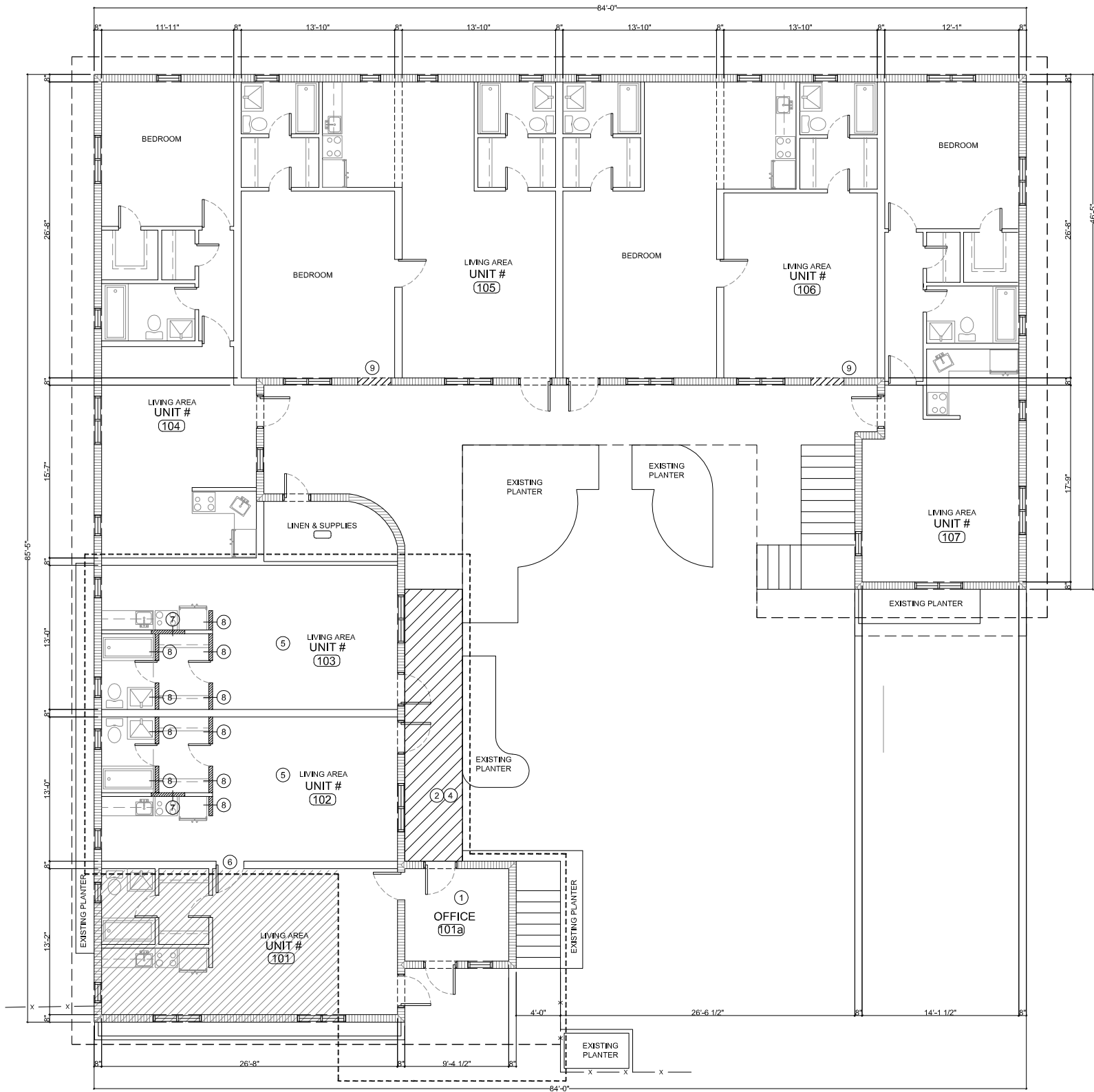
REV NO. DATE COMMENTS

PROJECT: EXISTING HOTEL BUILDINGS

BLUE STRAWBERRY BY THE SEA
4208 - 4220 NORTH OCEAN DRIVE
LAUDERDALE BY THE SEA, FL 33308

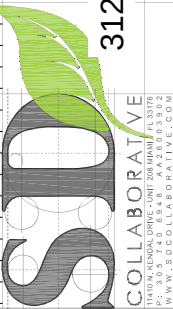
PROJECT NO.: 19-013
ISSUE DATE: 09-30-2019
SCALE: AS NOTED
DRAWN BY: EH
CHECKED: DCI/PEC

New Site Plan



TOTAL EXISTING UNITS = 7
ALL WITH KITCHENS

- FLOOR PLAN KEY NOTES
- 1 EXISTING ENTRY TO OFFICE IS NOT IN COMPLIANCE WITH ADA CODE, THERE EXIST A 3" STEP, IN BOTH ENTRY DOORS, TO THE OFFICE.
 - 2 NO ACCESSIBLE ROUTE EXIST FROM OFFICE TO ADA MOTEL ROOM WITH A 1:12 MAX SLOPE.
 - 3 EXISTING 2 STORY MOTEL DOES NOT HAVE AN ADA BEDROOM.
 - 4 PREPARE AREA FOR NEW ADA RAMP.
 - 5 EXISTING UNIT TO BE CONVERTED INTO ADA BEDROOM.
 - 6 REMOVE DOOR AND BLOCK OFF OPENING, SEE SHEET A600 DETAIL# 4.
 - 7 REMOVE PORTION OF BLOCK WALL FOR NEW DOOR OPENING.
 - 8 REMOVE INTERIOR PARTITION AND TO EXPAND RESTROOM TO COMPLY WITH ADA CODE MINIMUM REQUIREMENTS.
 - 9 CUT OPENING FOR NEW DOOR



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COMMENTS

DATE

REV NO.

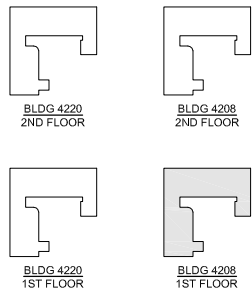
PROJECT: EXISTING HOTEL BUILDINGS

BLUE STRAWBERRY BY THE SEA
4208 - 4220 NORTH OCEAN DRIVE
LAUDERDALE BY THE SEA, FL 33308

LEGENDS

- AREA OF WORK
- EXISTING TO REMAIN (NO WORK PROPOSED)

KEY PLAN



PROJECT NO.: 19-013

ISSUE DATE: 09-30-2019

SCALE: AS NOTED

DRAWN BY: EH

CHECKED: DC/PEC

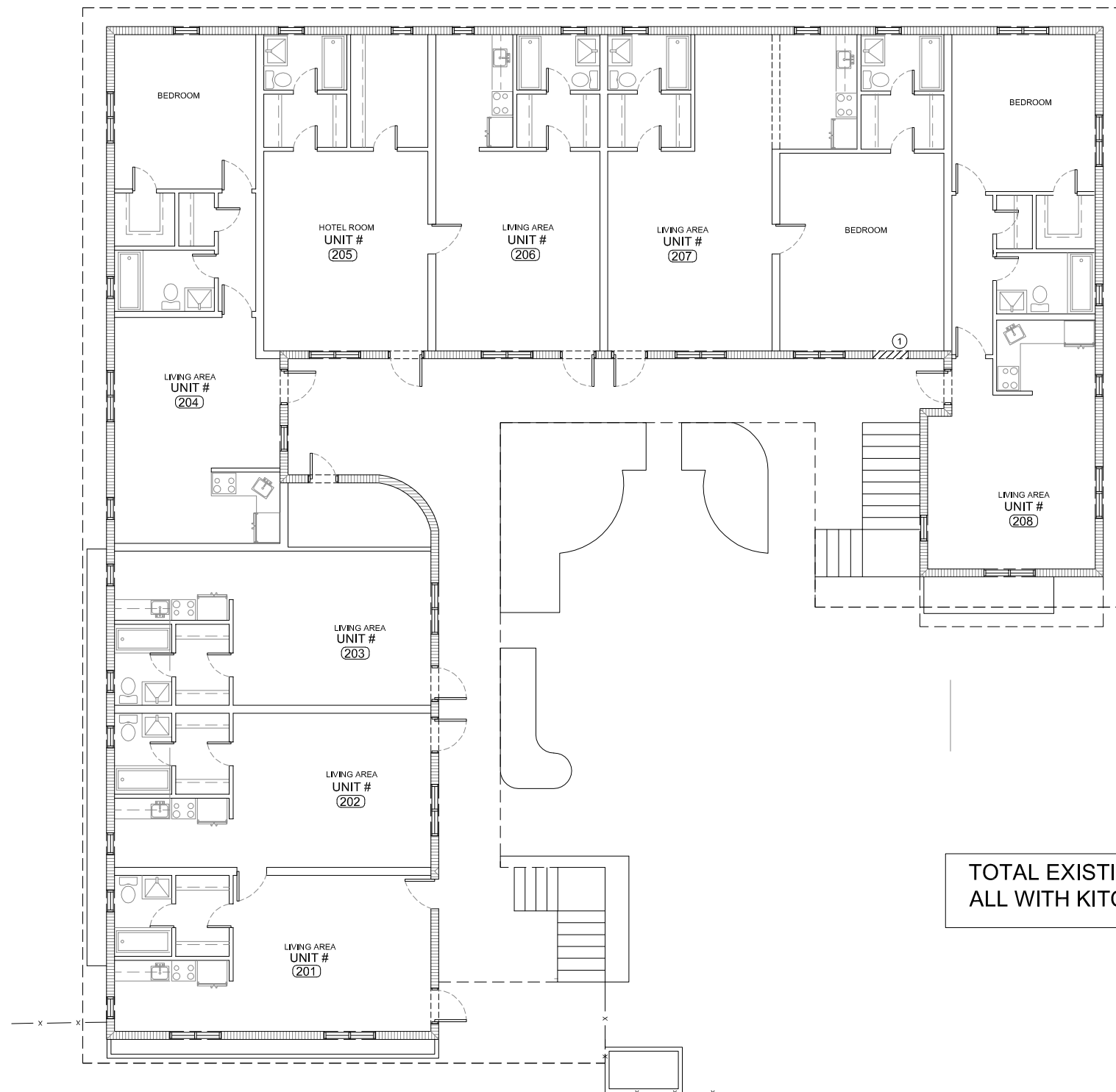
Existing Ground Floor
Plan Building 4208 -
Violation

A200a

1 Existing Ground Floor Plan Building 4208 - South Building
SCALE: 3/16" = 1'-0"



2 Notes and Legends
SCALE: NTS



FLOOR PLAN KEY NOTES

[illegible]

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COMMENTS

[illegible]

PROJECT: EXISTING HOTEL BUILDINGS

BLUE STRAWBERRY BY THE SEA
4208 - 4220 NORTH OCEAN DRIVE
LAUDERDALE BY THE SEA, FL 33308

PROJECT NO.: 19-013

ISSUE DATE: 09-30-2019

SCALE: AS NOTED

DRAWN BY:

CHECKED: DC/PEC

Existing Second Floor
Plan Building 4208

A200b

1 Existing Second Floor Plan Building 4208 - South Building
SCALE: 3/16" = 1'-0"



NORTH

2 Notes and Legends
SCALE: NTS

NOR

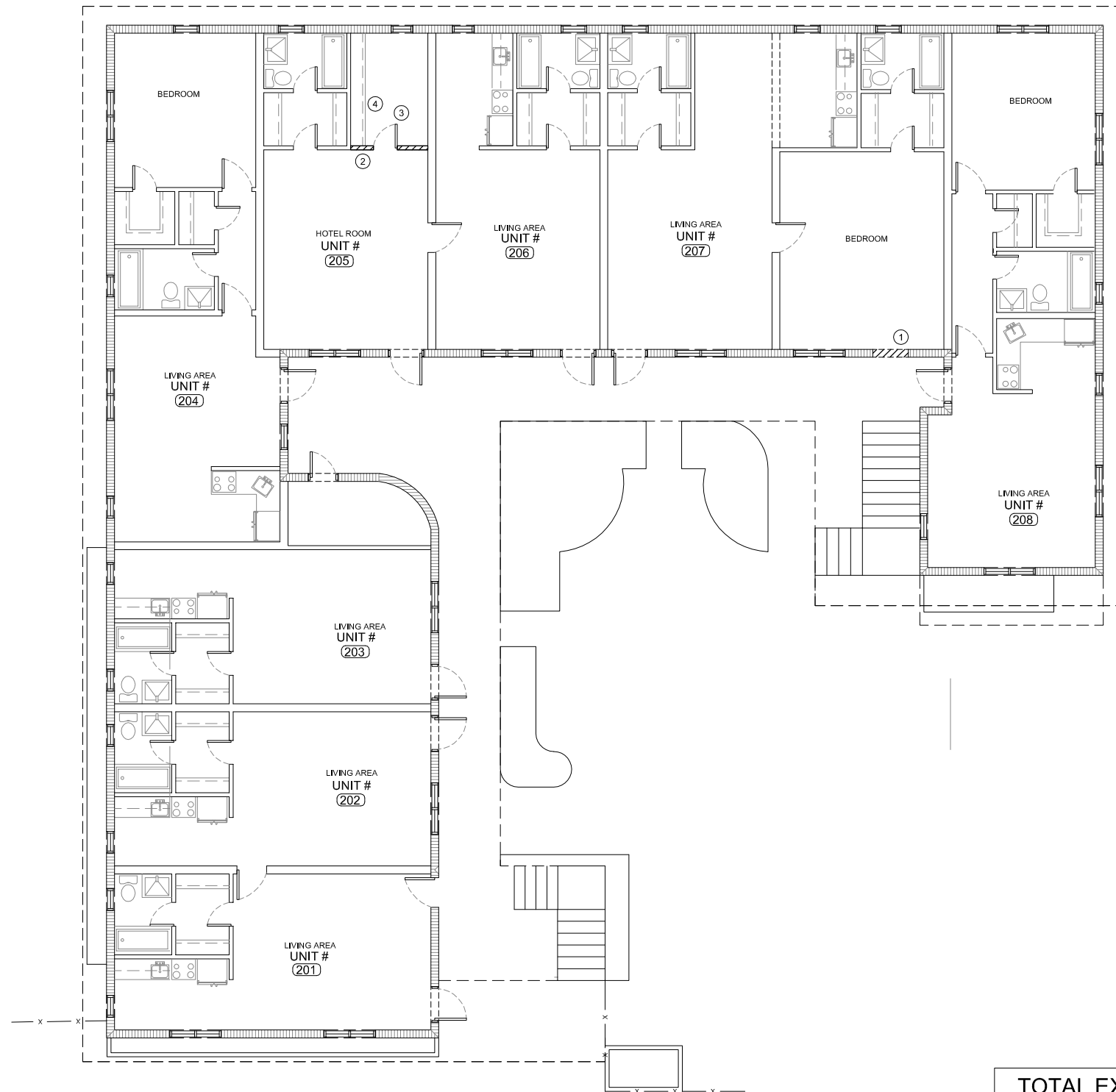
BLDG 4220
2ND FLOOR

BLDG 4208
2ND FLOOR

BLDG 4220
1ST FLOOR

BLDG 4208
1ST FLOOR





FLOOR PLAN KEY NOTES

- | | |
|---|--------------------------|
| 1 | CUT OPENING FOR NEW DOOR |
| 2 | REMOVE INTERIOR WALL |
| 3 | REMOVE DOOR |
| 4 | REMOVE CLOSET |

DULCE M. CONDE, RA ARCHITECT AR0015803
PRIMITIVO E. CONDE, RA ARCHITECT AR001444

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COMMENTS

DATE _____

REV NO.

PROJECT: EXISTING HOTEL BUILDINGS

BLUE STRAWBERRY BY THE SEA
4208 - 4220 NORTH OCEAN DRIVE
LAUDERDALE BY THE SEA, FL 33308

PROJECT NO.: 19-013

ISSUE DATE: 09-30-2019

SCALE: AS NOTED

DRAWN BY: EH

DRAWING BY: EN

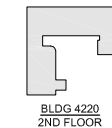
Existing Second Floor
Plan Building 4220

A200d

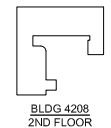
LEGENDS

-  AREA OF WORK
 EXISTING TO REMAIN
 (NO WORK PROPOSED)

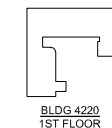
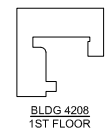
KEY PLAN



BLDG 4220
2ND FLOOR



BLDG 4208
2ND FLOOR

BLDG 4220
1ST FLOOR

BLDG 4208
1ST FLOOR



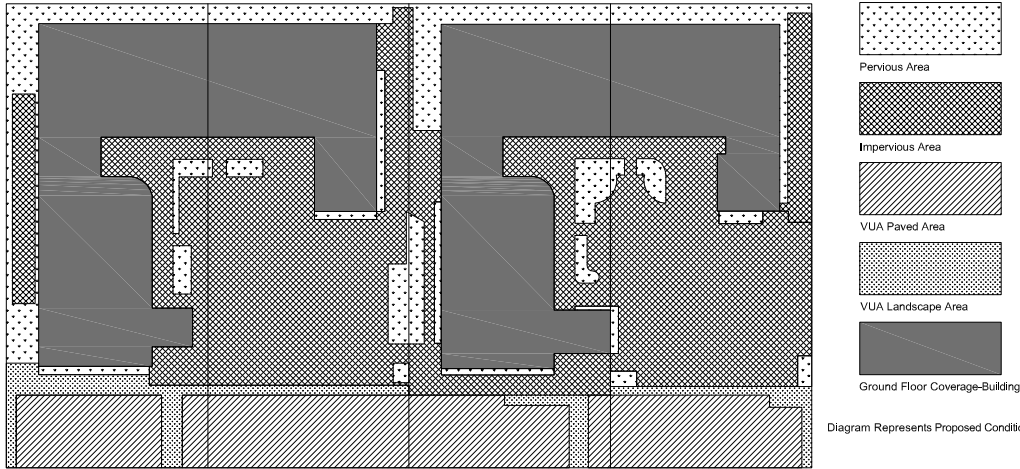
NORTH



NORTH

SITE DATA TABLE				
		EXISTING		PROPOSED
Land Use Category		RM-25		RM-25
Zoning Category		Hotel		Hotel
Site Area	Net s.f.	25,300 sf	25,300 sf	
	Net ac.	.58 ac	.58 ac	
	REQUIRED/PERMITTED	SITE SPECIFIC	EXISTING	PROPOSED
Density: # of Units/ac	25 du/ac (w/kitchens) or 50 Hotel Units/ac	14.5 Units w/Kitchen or 29 Hotel Units	30 Units w/Kitchen *	24 Units w/Kitchen
Required Lot Area/Unit	1,742 sf Units w/Kitchens		30 Kitchen Units * (52,260 SF)	21 Kitchen Units (36,582 SF)
	871 sf Units w/o Kitchens		0 Hotel Units (0 SF)	15 Hotel Units (13,065 SF)
Total Required	-	25,300 sf	52,260 SF	49,647 SF
Building Information: (for both buildings)		-	BUILDING 1 and 2	PROPOSED
Building Height	33 ft. max.	-	22'	22'
Building Length	200'	-	84'-0"	84'-0"
Setbacks:				
Front	25 ft.	-	24'-7" FT	24'-7" FT
Rear	10' ft. up to 22 ft. ht. then 1' for every 2' in height	-	5'-0"	5'-0"
Side	10' ft. up to 22 ft. ht. then 1' for every 2' in height	-	8'-0" S side	8'-0" S side
		-	8'-0" N side	8'-0" N side
Ground Floor Coverage		-	8430 S.F..	8430 S.F..
Total Building Square Footage		-	16,860 S.F.	16,860 S.F..
Pervious Area	S.F.	-	3433 S.F.	3433 S.F.
	25%	-	13.5%	13.5%
Impervious Area	S.F.	-	21,567 S.F.	21,567 S.F..
	75%	-	86.5%	86.5%
VUA (paved) Area	S.F.	-	3878 S.F.	3262 S.F.
VUA Landscape Area	S.F.	-	122 S.F..	800 S.F.
	20% VUA paved area	-	3% VUA paved	24% VUA paved
Parking	Hotel/Motel	-	Existing	Proposed
Handicap	1/25 spaces	-	0	1
Standard		-	21	16
Compact	25% max.	-	0	3
Administrative Adjustment for waiver of 3 spaces	-	-	0	3 by Admin waiver
Credits (bicycle/LSV)	4 BR/1 PS	-	0	(4) - 4BR/ 3 spaces
Total required for 36 units	36 spaces	-	21	26

- 30 units with kitchen were permitted as per original drawings on file with Lauderdale By The Sea with a lot area of 25,300 sf when 52,260sf are required. 52,260 Sf is grandfathered in.



Town of Lauderdale By The Sea

ZONING MAP

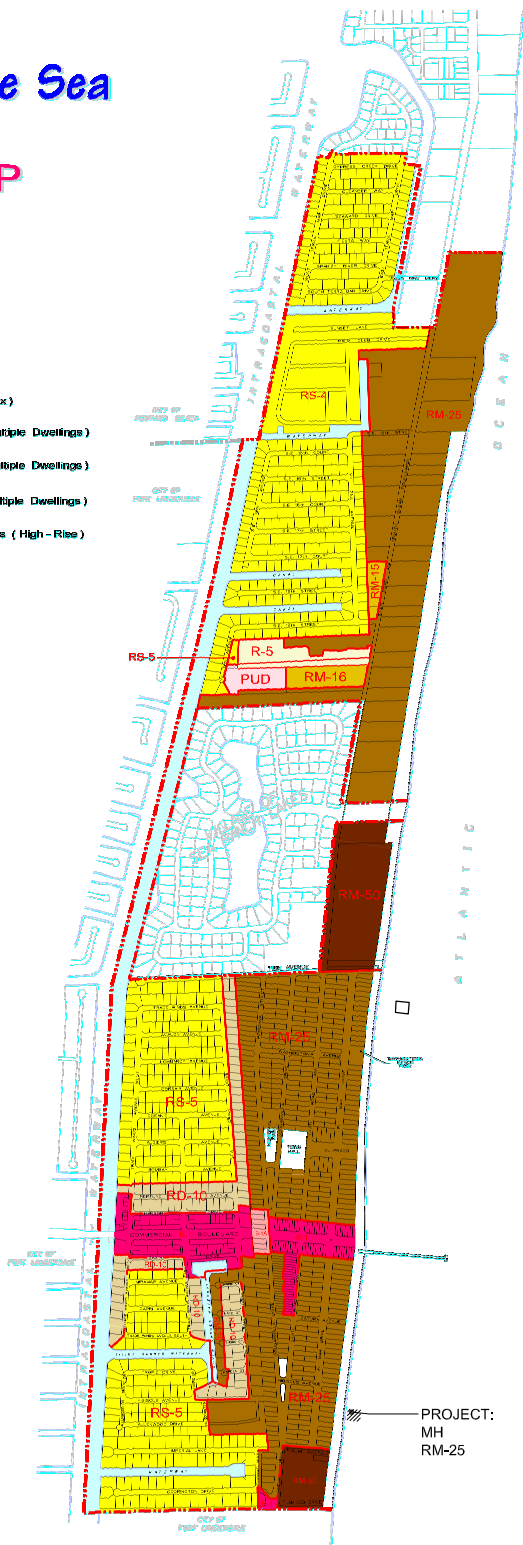
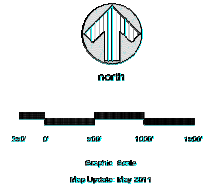
LEGEND

Town Boundary
Zoning District Line

Town Zoning Districts

- RS - 4** Residence, Single-Family Dwelling (4 Dwelling Units / Net Acre)
- RS - 5** Residence, Single-Family Dwelling (5 Dwelling Units / Net Acre)
- RD - 10** Residence, Two-Family Dwelling (Duplex) (10 Dwelling Units / Net Acre)
- RM - 15** Residence, Apartments, Hotels, etc. (Multiple Dwellings) (15 Dwelling Units / Net Acre)
- RM - 16** Residence, Apartments, Hotels, etc. (Multiple Dwellings) (16 Dwelling Units / Net Acre)
- RM - 25** Residence, Apartments, Hotels, etc. (Multiple Dwellings) (25 Dwelling Units / Net Acre)
- RM - 50** Hotel, Motel, Apartment Hotel, Apartments (High-Rise) (50 Dwelling Units / Net Acre)
- R - 6** Motel District
- PUD** Planned Unit Development District
- B - 1A** Business, Retail Business
- B - 1** Business, Retail Business
- WATER** Unzoned Area

No.	Revisions	Date
1	ISSUED: DISTRICT MAP FOR THE TOWN OF LAUDERDALE BY THE SEA	08/30/2019
2	COMPLETED: DISTRICT MAP FOR THE TOWN OF LAUDERDALE BY THE SEA	09/30/2019
3	ISSUED: DISTRICT MAP FOR THE TOWN OF LAUDERDALE BY THE SEA	10/30/2019



REV. NO. DATE COMMENTS

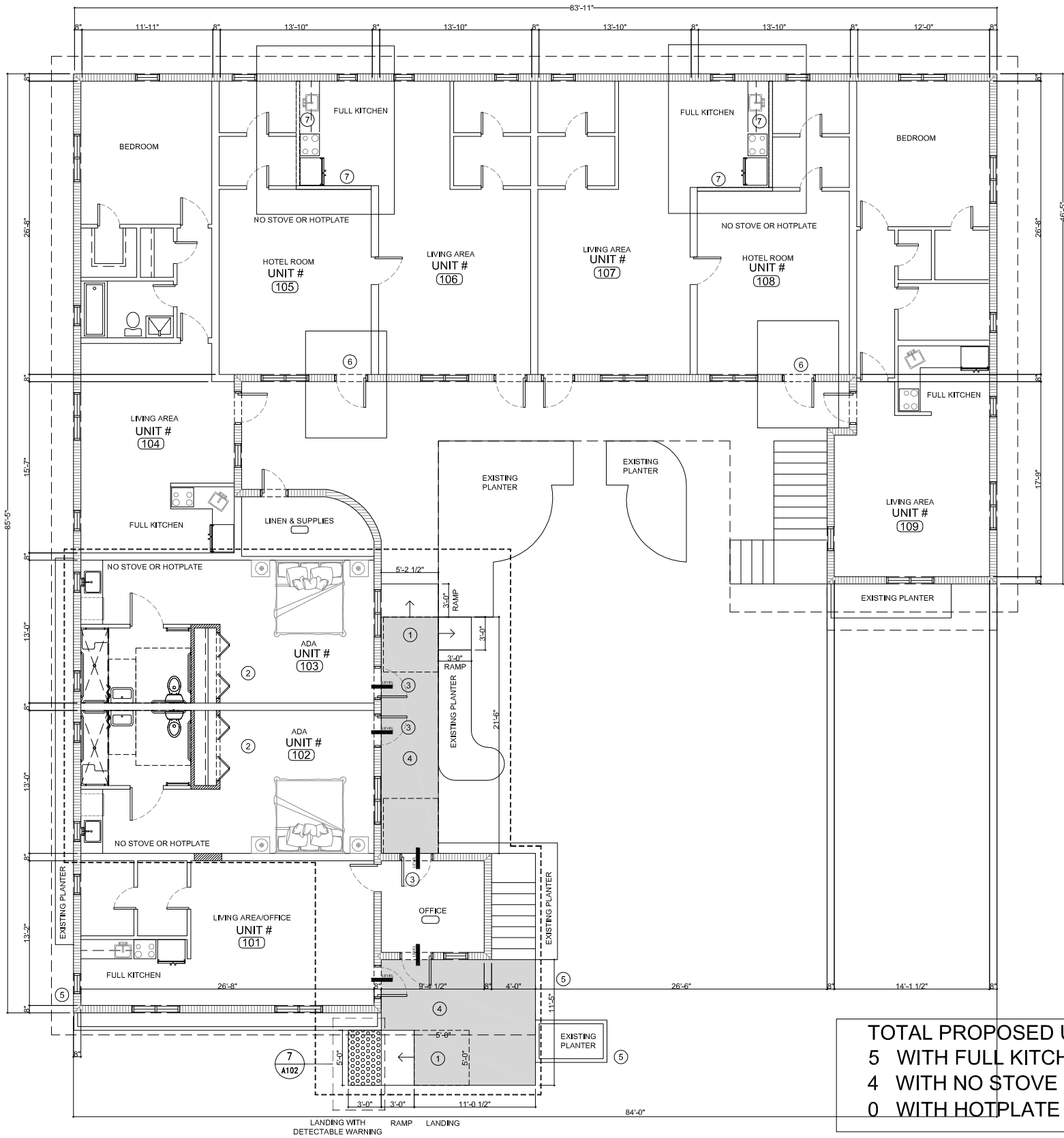
PROJECT: EXISTING HOTEL BUILDINGS

PROJECT NO.: 19-013
ISSUE DATE: 08-30-2019
SCALE: AS NOTED
DRAWN BY: EH
CHECKED: DC/PEC

Adjacent Properties
And Zoning District
Map

A100a

OWNERSHIP AND USE OF THESE DOCUMENTS & SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. WHETHER THE PROJECT THEY ARE MADE FOR IS EXECUTED OR NOT, THEY SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT BY OTHERS, EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.



TOTAL PROPOSED UNITS = 9
5 WITH FULL KITCHEN
4 WITH NO STOVE OR HOTPLATE
0 WITH HOTPLATE

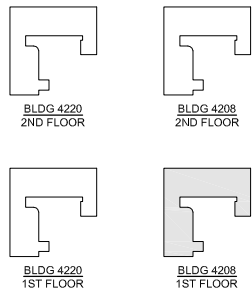
FLOOR PLAN KEY NOTES

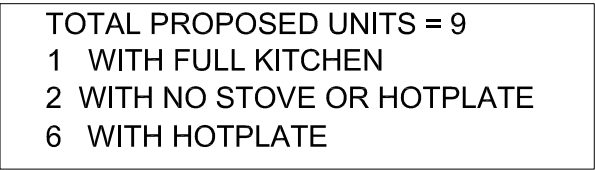
- 1 NEW 3' FOOT ADA RAMP WITH A 5' FOOT LANDING.
- 2 PROPOSED ADA UNIT.
- 3 GC TO VERIFY THAT DOORS ARE 36 INCHES WIDE.
- 4 ADJUST PAVER MAX HEIGHT DIFFERENCE 1/2".
- 5 GC TO MAKE SURE POOL IS FULLY PROTECTED WITH 4'-0" HIGH WALL OR FENCE AND SELF CLOSING SELF LATCHING GATES.
- 6 NEW EXTERIOR DOOR
- 7 NEW 1 HR FIRE RATED WALL

LEGENDS

- AREA OF WORK
- NEW 1 HR RATED WALL

KEY PLAN





NORTH

A201b


SD COLLABORATIVE
 144 N. ALMA, CHICAGO, ILL 60611-1378
 TEL 312.555.6600 FAX 312.555.6602
 WWW.SDCOLLABORATIVE.COM
 PRINCIPAL: L. CORNE, RA, ARCHITECT 4800144006
 PROJECT MANAGER: RA, ARCHITECT 4800144006

BLUE STRAWBERRY BY THE SEA
4208 - 4220 NORTH OCEAN DRIVE
LAUDERDALE BY THE SEA, FL 33308

318

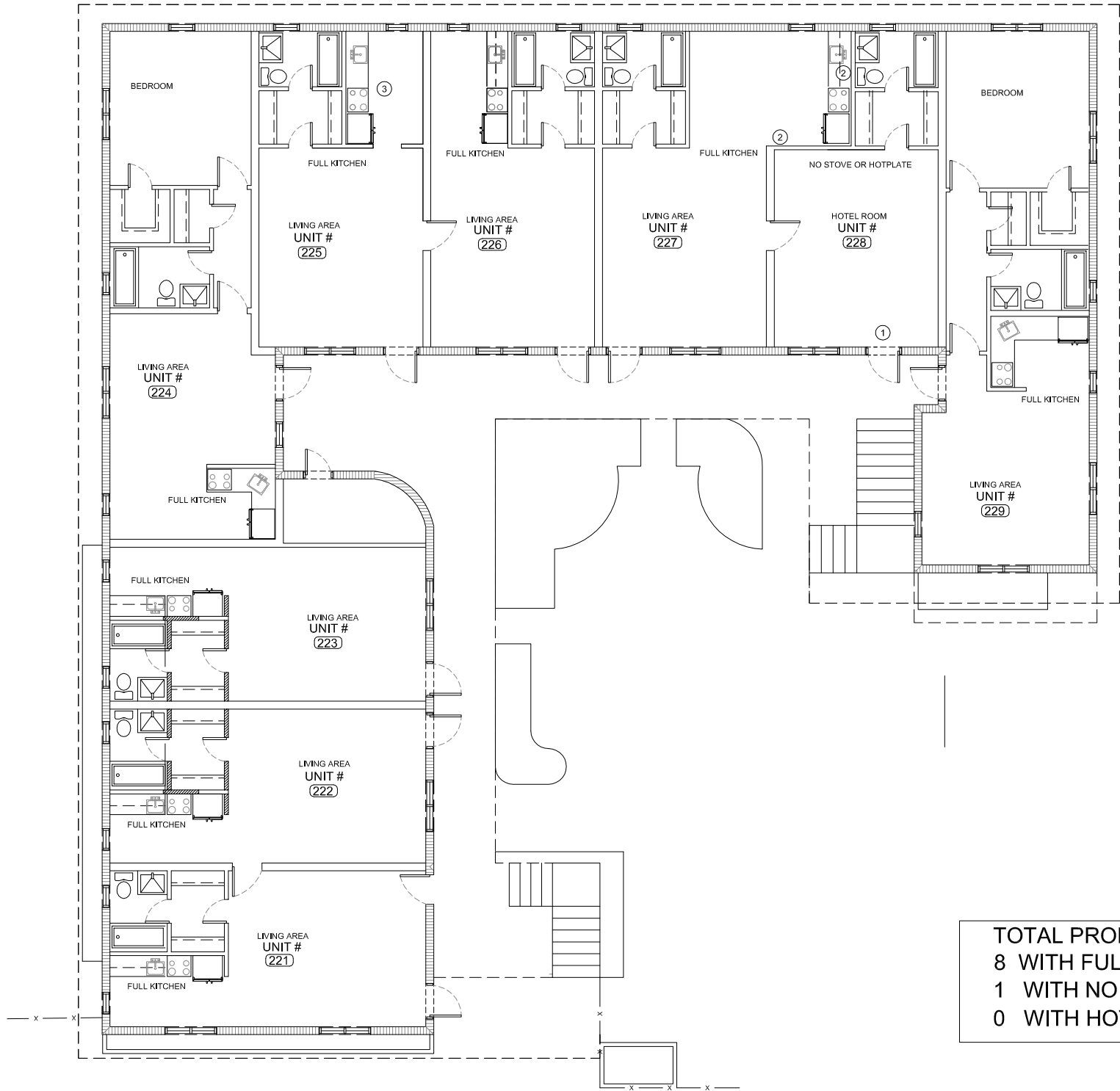
COLLABORATIVE

DULCE M. CONDE, RA ARCHITECT AR0015903
PRIMITIVO E. CONDE, RA ARCHITECT AR0014406
11410 N. KENDAL DRIVE - UNIT 208 MIAMI, FL 33178
P: 305 740 8948 A 260 03902
WWW.SDCCOLLABORATIVE.COM

1 New Second Floor Plan Building 4208 - South Building
SCALE: 3/16" = 1'-0"

2 Notes and Legends
SCALE: NTS

A201b



TOTAL PROPOSED UNITS = 9
8 WITH FULL KITCHEN
1 WITH NO STOVE OR HOTPLATE
0 WITH HOTPLATE

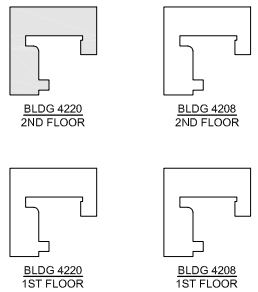
FLOOR PLAN KEY NOTES

- 1 NEW EXTERIOR DOOR
- 2 NEW 1 HR FIRE RATED WALL
- 3 NEW FULL KITCHEN

LEGENDS

- AREA OF WORK
- EXISTING WALL TO BE VERIFIED 1 HR FIRE RATED

KEY PLAN



OWNERSHIP AND USE OF THESE DOCUMENTS & SPECIFICATIONS ARE INSTRUMENTS OF SERVICE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. WHETHER THE PROJECT THEY ARE MADE FOR IS EXECUTED OR NOT, THEY SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT BY OTHERS, EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

COMMENTS

REV NO. DATE

PROJECT: EXISTING HOTEL BUILDINGS

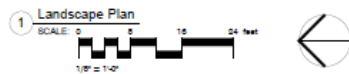
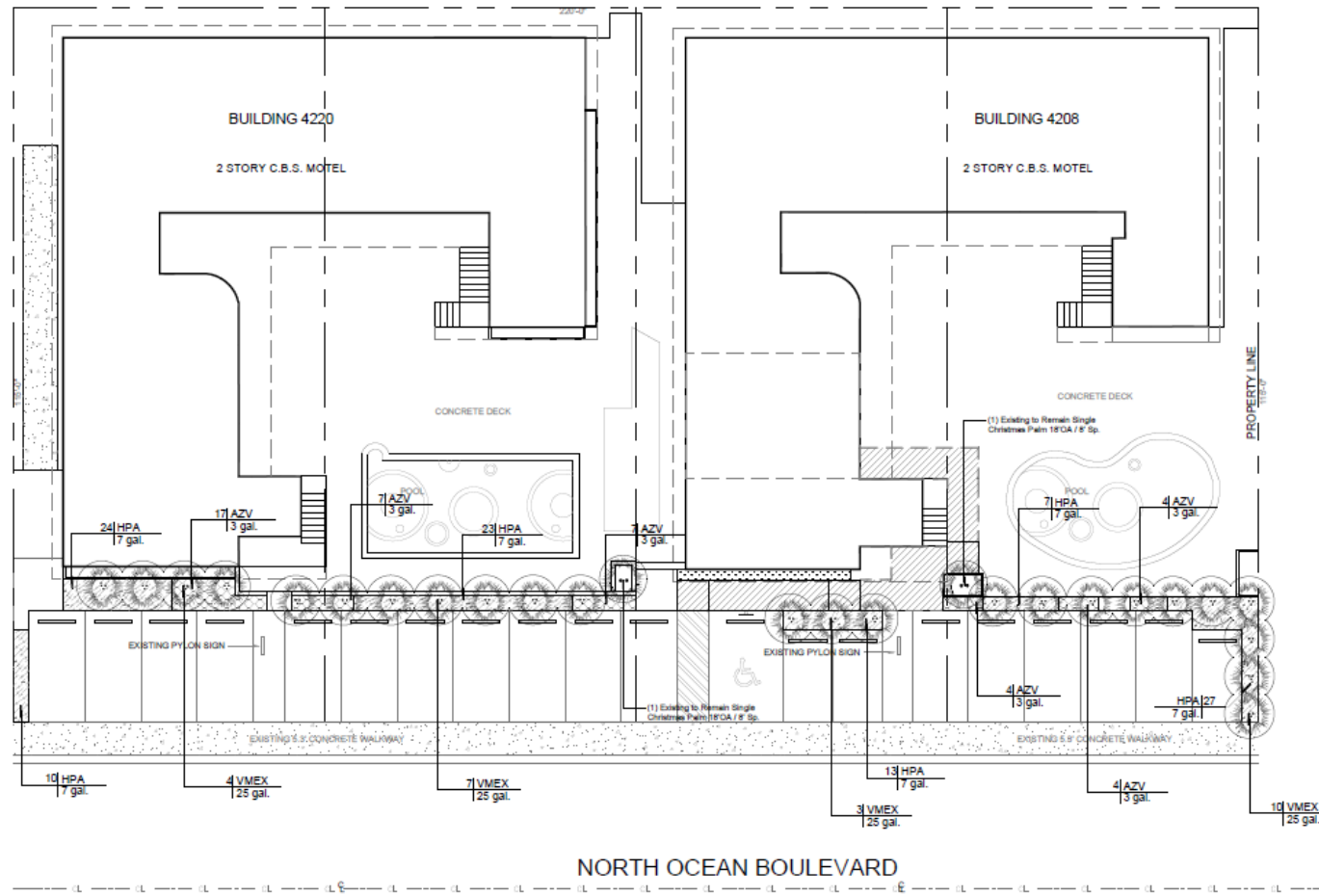
BLUE STRAWBERRY BY THE SEA
4208 - 4220 NORTH OCEAN DRIVE
LAUDERDALE BY THE SEA, FL 33308

PROJECT NO.: 19-013
ISSUE DATE: 09-30-2019
SCALE: AS NOTED
DRAWN BY: EH
CHECKED: DC/PEC

New Second Floor
Plan Building 4220

A201d





PLANT CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	DEPICT	NOT	SPD	DETAIL	REMARKS
VMEX	24	Yucca media	Christmas Palm	25 gal.	12" CA	12" CA	8'	Single - Single Tolerant	
AZV	40	Agave americana 'Fragrans'	Sequoioid Agave	3 gal.	12" CA	12" CA	8'	Single - Single Tolerant	
HPA	104	Mammia palmata 'African'	Texas Poinsettia Bush	7 gal.	12" CA	12" CA	8'	Single - Single Tolerant	

ALL LANDSCAPE DRAWINGS
DATE: 11/11/11
DRAWN BY: J. L. L. L.
CHECKED BY: J. L. L. L.



PROJECT: EXISTING MOTEL
BLUE STRAWBERRY BY THE SEA
4208 - 4220 N OCEAN DR.
FT. LAUDERDALE, FLORIDA 33308
SHEET L100
REVISIONS: DATE COMMENTS
1. 08-21-2018
2. 08-21-2018
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99. 08-21-2018
100. 08-21-2018

GENERAL NOTES

- Landscape Contractor is responsible for verifying locations of all underground and overhead utilities and easements prior to commencing work. All utility companies and/or the General Contractor shall be notified to verify utility locations prior to digging. Utility trenching is to be coordinated with the Landscape plans prior to beginning of project. The Owner or Landscape Architect shall not be responsible for damage to utility or irrigation lines.
- Landscape Contractor shall examine the site and become familiar with conditions affecting the installation prior to submitting bids. Failure to do so shall not be considered cause for change orders.
- Landscape Contractor is responsible for verifying all plant quantities prior to bidding and within (7) seven calendar days of receipt of these plans shall notify the Landscape Architect in writing of any and all discrepancies. In case of discrepancies planting plans shall take precedence over plant list.
- No substitutions are to be made without prior consent of the Landscape Architect. Plant material supply is the responsibility of the Landscape Contractor, and he/she shall take steps to insure availability at time of planting.
- All plant material shall meet or exceed the size on the plant list. In all cases meeting the height and spread specifications shall take precedence over container sizes.
- All planted areas to be equipped with automatic irrigation system providing 100% coverage and 50% overlap. A rain sensor must be part of the irrigation system.
- Landscape Contractor shall be responsible for providing temporary hand watering to all proposed & landscape areas, during construction.
- The Landscape Contractor is responsible for coordinating tree and palm removals and transplants shown on the Tree/Palm Disposition Plan. The Landscape Contractor is to remove and discard from site existing unwanted trees, palms, shrubs, groundcovers, sod and weeds within landscape areas.
- All permitting and fees to be the responsibility of the Contractor.

PLANTING NOTES

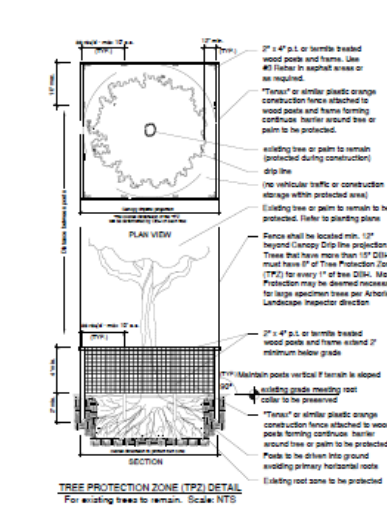
- Landscape Contractor shall furnish and install all trees, palms, shrubs, groundcover, sod, planting soil, herbicide, preemergence herbicide, seed, and mulch. Landscape Contractor to provide Landscape Architect with at least 5 days notice prior to tree installation.
- Landscape Contractor shall guarantee all plant material for a period of one year from the day of final acceptance by the Landscape Architect.
- All plant material shall be Florida #1 or better, as defined in the Grades and Standards for Nursery Plants, Part I by the State of Florida Department of Agriculture.
- Landscape Contractor is responsible for scheduling a nursery visit for Landscape Architect to approve all trees, palms and shrubs prior to delivery to the project site.
- Landscape Contractor shall coordinate his work with that of the Irrigation and Landscape Lighting Contractor.
- The Landscape Contractor shall treat planted areas with preemergence herbicide after weeds and grass have been removed. Landscape Contractor shall apply pre emergent herbicide per manufacturer's recommendation, wait period prior to planting as specified. Planting soil must be clean and free of construction debris, weeds, rock and noxious pests and diseases.
- All soil in plant beds for ground covers, shrubs, palms and trees shall be as per details. All other areas shall be dressed with a minimum of 4" topsoil "if required".
- All planting areas and planting pits shall be tested for sufficient percolation prior to final planting and irrigation installation to ensure proper drainage. Plant beds in parking lots and in areas compacted by heavy equipment shall be de-compacted so that drainage is not impeded.
- All synthetic burlap, string, cords or wire baskets shall be removed before trees are planted, without breaking the soil ball. All synthetic burlap shall be removed from branches and trunks prior to final acceptance. The top 1/5 of natural burlap shall be removed, after the tree is set in the planting hole and before the tree is backfilled. Landscape Contractor is to check for root defects including deep planting in the root ball and circling roots, trees with root problems will not be accepted.
- Landscape Contractor is responsible for matching all plant beds and planters with a minimum 2" layer of natural color Eucaalyptus or Enviro-mulch immediately after planting. In no case shall Cypress mulch be used.
- All Trees/Palms in sod areas are to receive a 48" diameter mulched saucer at the base of the trunk respectively.
- Landscape Contractor shall guy and stake all trees and palms as per specifications and details. No nails, screws or wiring shall penetrate the outer surface of trees and palms. All guying and staking shall be removed twelve months after planting.
- All palm and tree guy wires and bracing are to be flagged for visibility, for their duration. All unstaked and unplanted tree pits shall be properly backfilled and flagged during construction.
- All broken branches and dead trunk branches on street trees are to be pruned according to ANSI A-300 Guidelines for Tree Pruning to min. 5' - 12' height clearance to the base of canopy.
- Landscape Contractor shall fertilize plant material as needed to support optimum healthy plant growth. All fertilization shall be performed in compliance with the latest ANSI A300 (Part 2) Standards.
- Stake all trees and palms for approval by Landscape Architect prior to installation.
- Any sod areas damaged by construction are to be replaced with St. Augustine "Florant" sod.
- Install rootbarrier as per manufacturer's recommendation on all large trees that are 6" or closer to any pavement or building, as shown on details page.
- Root barrier shall be Vespiro Inc. or approved equal.

1 Tree/Palm General Planting Notes

SCALE: N.T.S.

2 Tree/Palm Protection Notes

SCALE: N.T.S.



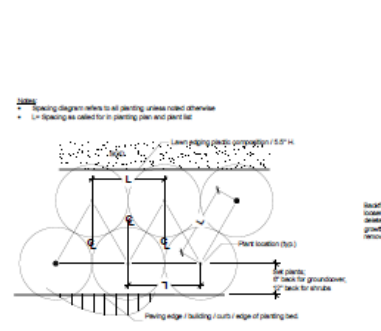
3 Tree/Palm Protection Detail

SCALE: N.T.S.



4 Palm Planting Detail

SCALE: N.T.S.



5 Shrubs Planting Detail

SCALE: N.T.S.



6 Shrubs Planting Detail

SCALE: N.T.S.





Town of Lauderdale-by-the-Sea
Development Services Department

To: Planning and Zoning Board
From: Linda Connors, Development Services Director
Date: October 30, 2019
Meeting Date: November 6, 2019
Project: **2019-L2-SPM-03 Site Plan Modification 4208 N Ocean Drive (Blue Strawberry)**

The purpose of this memorandum is to provide findings and recommendations regarding the Level 2 Site Plan Modification application (**Exhibit 1**) submitted to the Town of Lauderdale-by-the-Sea (the "Town) for the Blue Strawberry hotel located at 4208 N Ocean Drive (**Diagram 1**). The Applicant, is requesting a modification from the approved site plan to add six (6) hotel units to the existing building for a total of thirty-six (36) hotel units.

Diagram 1



The Applicant has paid the appropriate fee and submitted the required documents. Notice to all property owners located within a three-hundred (300) foot radius has been given, the subject property has been posted and the public hearing has been advertised pursuant to Section 30-139 of the Town Code of Ordinances (the Town Code). (**Exhibit 2**) Staff has received no comments from the public regarding this request.

Background

The subject property is zoned RM-25. The future land use classification for the site is Medium High (25) Residential. The subject property currently consists of a .52-acre parcel. The subject property previously contained two (2) separate lots that were individually developed in 1958 and 1959

respectively, each with a fifteen (15) unit hotel (4208 and 4220 N Ocean Drive) along with each unit having a full kitchen. The two (2) separate lots were previously combined into a single lot through a Unity of Title to form the subject property (Folio No. 494318011500).

The Applicant and current owner, Blue Strawberry by the Sea Inc., purchased the thirty-six (36) unit hotel in 2016. Upon review by Staff, it was determined that three (3) of the 1-bedroom units in each building had been split into two (2) units without permits to create six (6) unpermitted units.

The Applicant has submitted a site plan amendment so that the Town may review their request to keep the six (6) unpermitted units.

Documents

This office has reviewed the documents submitted pursuant to the requirements of the Town's Code. This review is based on the following plat, surveys and plans submitted by SD Collaborative for Blue Strawberry by the Sea Inc.:

1. Cover Page, prepared by SD Collaborative, no date.
2. Survey and Aerials, prepared by SD Collaborative, dated September 30, 2019, Sheet A002.
3. Site Photos, prepared by SD Collaborative, dated September 30, 2019, Sheet A003.
4. Local Municipal Parking Plan, prepared by SD Collaborative, dated September 30, 2019, Sheet A005.
5. Existing Site Plan, prepared by SD Collaborative, dated September 30, 2019, Sheet A100.
6. Site Analysis and Zoning District Map, prepared by SD Collaborative, dated September 30, 2019, Sheet A100a.
7. New Site Plan, prepared by SD Collaborative, dated September 30, 2019, Sheet A101.
8. Existing Ground Floor Plan Building 4208, prepared by SD Collaborative, dated September 30, 2019, Sheet A200a.
9. Existing Second Floor Plan Building 4208, prepared by SD Collaborative, dated September 30, 2019, Sheet A200b.
10. Existing Ground Floor Plan Building 4220, prepared by SD Collaborative, dated September 30, 2019, Sheet A200c.
11. Existing Second Floor Plan Building 4220, prepared by SD Collaborative, dated September 30, 2019, Sheet A200d.
12. New Ground Floor Plan Building 4208, prepared by SD Collaborative, dated September 30, 2019, Sheet A2001a.
13. New Second Floor Plan Building 4208, prepared by SD Collaborative, dated September 30, 2019, Sheet A201b.
14. New Ground Floor Plan Building 4220, prepared by SD Collaborative, dated September 30, 2019, Sheet A201c.
15. New Second Floor Plan Building 4220, prepared by SD Collaborative, dated September 30, 2019, Sheet A201d.

16. Landscape Plan, prepared by Sol Arch and All Landscape Data, Inc., dated September 21, 2018, Sheet L100.
17. Planting Notes & Details, prepared by Sol Arch and All Landscape Data, Inc., dated September 21, 2018, Sheet L101.
18. Site Improvement Plan, prepared by The Beta Jones Group, dated December 4, 2018, Sheet C 1.0.

Review

The plans have been reviewed by the Town's Planner, Susan Leven. Comments are discussed below.

Density (Section 30-241 (k))

The Town Code calculates the number of units allowed on this type of property by ascribing 1,742 SF of required lot area to each permitted unit with a kitchen, and 871 SF to each permitted unit without a kitchen. The actual total square footage of this property is 23,033 SF. However, based on the number and type of approved permitted units, the square footage of lot area that would support those units has been grandfathered at 52,260 SF. Based on this, any alterations necessary to bring this property into compliance cannot exceed 52,260 SF in total required lot area.

The lot area could accommodate the proposed number of units in its permitted configuration (number of units with kitchens v. number of units without kitchens); however, this would not be enough lot area to include the additional six (6) unpermitted units. The Applicant is proposing six (6) kitchens in the southernmost building, and fifteen (15) kitchens in the northernmost building for a total of twenty-one (21) units with kitchens and fifteen (15) units without kitchens. The lot area requirement for this configuration would be 49,647 SF, which is below the grandfathered lot area of 52,260 SF.

Setback Requirements (Section 30-241(h))

There will be no changes to the approved setbacks for the building.

Parking Requirements (Section 30-318)

Section 30-318 (i) of the Town Code sets forth parking requirements for hotels, requiring one parking space for each unit. The original permitted plan had twenty-one (21) parking spaces for thirty (30) units. In order to accommodate the additional six (6) units, the Applicant is required to have six (6) additional parking spaces. In addition, one (1) of the twenty-one (21) spaces was removed to create a handicap space, leaving a shortfall of seven (7) spaces. The Applicant has chosen to address the seven (7) parking spaces through the provision of bicycle racks for four (4) of the spaces, and with a waiver request for three (3) spaces through application for an Administrative Adjustment.

Potential Impacts to Adjacent Properties (Section 30-122)

There would be no discernable additional impacts to the adjacent properties from the addition of the six (6) units, since they have been operating with the existing structures for a number of years.

Landscaping (Sections 30-122, 30-475, 30-478, 30-481)

There are new plantings associated with the changes to the parking area.

Fire

The Fire Inspector will review the plans with the building permit application.

Engineering

The Town Engineer will review the plans with the building permit application.

Summary Findings and Recommendations

The proposed plans submitted by the Applicant are consistent with the Land Development Code.

Town staff recommends approval of the site plan modification with the following conditions:

1. The approval of the site plan is contingent upon the Administrative Adjustment for three (3) parking spaces being approved by the Town Manager.
2. Until the construction and all inspections associated with this plan are complete and a new Certificate of Occupancy has been issued, no more than thirty (30) units may be rented on this property at any time. In addition, those units may only be in a configuration as shown on sheets A200a, b, c and d in the plans incorporated into this document as Exhibit 1.
3. The Applicant shall provide eight (8) bicycles to be placed in eight (8) of the sixteen (16) spaces to be provided in a bicycle rack. The remaining four (4) bicycles spaces in the rack may be left open for use by guests with bicycles. Bicycles shall be maintained in good, rust-free, operational, and safe condition.
4. The Applicant shall secure a building permit, as defined in Section 30-121 (e) of the Town Code, for the project within twelve (12) months of the date of the development order approval and a certificate of completion for all structures within eighteen (18) months of obtaining the building permit. An extension to the deadline for completion of construction may be granted by the Special Magistrate pursuant to the requirements of Section 6-12 of the Town Code.
5. All construction shall be in accordance with the plans, incorporated into this document as Exhibit 1, which are listed in this report, which incorporate all modifications and conditions approved by the Town Commission. The site plan may be modified as required as part of the building permit and/or architectural review process.
6. Prior to issuance of a building permit, the Town Clerk shall certify that there are no outstanding fines, moneys, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property in which the building permit is being issued. If fees are related to a code violation that requires a building permit to correct the violation, only the building permits required by the Town for correction of the violation may be issued. No other building permits will be issued until all outstanding debts to the Town are paid in full.
7. The approved site plan does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Town for issuance of the approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.
8. All applicable state and federal permits shall be obtained before commencement of construction.

Procedure

Following the Planning and Zoning Board's review and recommendations, staff will schedule the Commission's review of the application on November 12, 2019.

Exhibits

1. Application
2. Plans

U:\0 Properties\Ocean Drive\Ocean Drive North\Ocean Drive N 4208 (Blue Strawberry w 4220)\Site Plan
Amendment\P&Z Information\2019-L2-SPM-01 Site Plan Mod Blue Straw Staff Report FINAL 10.31.19.docx



**SITE PLAN DEVELOPMENT ORDER
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
Development Order 2019-L2-SPM-01**

PROJECT NAME: Blue Strawberry

ADDRESS OF PROPERTY: 4208 N Ocean Drive

FOLIO #: 4943 18 01 1500

PROPERTY OWNER: Blue Strawberry by the Sea, Inc.

APPLICANT: Blue Strawberry by the Sea, Inc.

APPLICANT ADDRESS: 5030 Champion Way, #G-11-281, Boca Raton, FL 33496

REQUEST: Pursuant to Article IV, Division 2 of Chapter 30 of the Town's Code of Ordinances, the Applicant is requesting a site plan amendment to increase the total number units from 30 to 36 so that the buildings' renovations meet the Town's zoning and land use requirements for property located at 4208 N Ocean Drive.

SECTION 1. FINDINGS. THIS MATTER came before the TOWN Commission of the TOWN of LAUDERDALE-BY-THE-SEA, Florida, on November 12, 2019, following due public notice. The TOWN Commission having considered the public testimony, evidence in the record, the testimony of the applicant, and the recommendation of the TOWN Planning and Zoning Board and administrative staff, finds that the application, as conditioned herein, is in compliance with the applicable standards and minimum requirements of Chapter 30 of the Town Code.

SECTION 2. APPROVAL. The request to approve a site plan is hereby approved as shown on the site plan submitted by SD Collaborative dated September 30, 2019, attached as Exhibit 1, except as modifications may be required by this approval or the Building Official.

SECTION 3. CONDITIONS. The APPROVAL granted herein is subject to the following conditions:

1. The approval of the Site Plan Modification is contingent upon the Administrative Adjustment for three (3) parking spaces being approved by the Town Manager.
2. Until the construction and all inspections associated with this Site Plan are complete and a new Certificate of Occupancy has been issued, no more than thirty (30) units may be rented on this property at any time. In addition, those units may only be in a configuration as shown on sheets A200a, b, c and d in the plans incorporated into this Development Order as **Exhibit 1**.
3. The Applicant shall provide eight (8) bicycles to be placed in eight (8) of the sixteen (16) spaces to be provided in a bicycle rack. The remaining four (4) bicycles spaces in the rack may be left open for use by guests with bicycles. Bicycles shall be maintained in good, rust-free, operational, and safe condition.
4. The Applicant shall secure a building permit, as defined in Section 30-121 (e) of the Town Code, for the project within twelve (12) months of the date of the development order approval and a certificate of completion for all structures within eighteen (18) months of obtaining the building permit. An extension to the deadline for completion of construction may be granted by the Special Magistrate pursuant to the requirements of Section 6-12 of the Town Code.
5. All construction shall be in accordance with the plans, incorporated into this Development Order as Exhibit 1, which incorporate all modifications and conditions approved by the Town Commission. The Site Plan may be modified as required as part of the building permit and/or architectural review process.
6. Prior to issuance of a building permit, the Town Clerk shall certify that there are no outstanding fines, moneys, fees, taxes or other charges owed to the Town by the current or past owners or operators of the subject property in which the building permit is being issued. If fees are related to a Code violation that requires a building permit to correct the violation, only the building permits required by the Town for correction of the violation may be issued. No other building permits will be issued until all outstanding debts to the Town are paid in full.
7. The approved Site Plan does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Town for issuance of the approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.
8. All applicable state and federal permits shall be obtained before commencement of construction.

SECTION 4. VIOLATION OF CONDITIONS. Failure to adhere to the terms and conditions of this Development Order shall be considered a violation of the Town Code and persons found violating the conditions shall be subject to the penalties prescribed by the Town Code, including but not limited to, the revocation of any of the approval(s) granted in this Development Order. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town Code before it may

commence construction or operation, and that the foregoing approval in this Development Order may be revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town Code or the conditions of this Approval.

SECTION 5. APPEAL. In accordance with Section 30-140(d)(11) of the Town Code, the Applicant, or any aggrieved property owner in the area, may appeal the decision of the Town Commission in the Circuit Court of Broward County, Florida, in accordance with the Florida Rules of Appellate Procedure.

SECTION 6. EFFECTIVE DATE. This Development Order shall become effective upon Approval by the Commission.

APPROVED this ____ day of _____, 2019

MAYOR CHRIS VINCENT

ATTEST:

Tedra Allen, Town Clerk, CMC

Approved as to form:

Susan L. Trevarthen, Town Attorney

U:\0 Properties\Ocean Drive\Ocean Drive North\Ocean Drive N 4208 (Blue Strawberry w 4220)\Site Plan Amendment\Ex 5 2019-L2-SPM-01 Development Order Blue Strawberry.docx



Town Commission Agenda Item Report

Meeting Date: November 12, 2019

Submitted by: Linda Connors

Submitting Department: Development Services

Item Type: Quasi-Judicial Public Hearings

Agenda Section: QUASI JUDICIAL PUBLIC HEARINGS

Subject Title:

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

Explanation: The Applicant, Ramses Cobo, on behalf of the property owner, Bonnan by the Sea, has submitted a Site Plan Modification application (**Exhibit 1**) to increase the number of units for the approved development located at 4433 Poinciana Street from eight (8) to nine (9). This application requires review and consideration by Town Staff, Planning and Zoning Board and final consideration by the Town Commission. The approval of an Administrative Adjustment reducing the number of required parking spaces by two (2) spaces is also required. The Administrative Adjustment application has been reviewed by Town staff and the Board of Adjustment and the Town Manager is withholding approval until the Town Commission makes a final determination on the Site Plan Modification. Both the Site Plan Modification and the Administrative Adjustment applications must be approved for the requested Site Plan Modification to become effective.

Town staff reviewed the application and has determined that it is compliant with the Town's Code with the exception of providing two (2) parking spaces required for the additional unit. A detailed explanation of the project is provided in the attached Planning and Zoning Board staff report (**Exhibit 2**).

The Planning and Zoning Board reviewed the application at its November 6, 2019 meeting and recommended approval of the request with the following condition:

The Site Plan Modification will not take effect unless the Town Manager approves the Administrative Adjustment application to reduce the parking requirement by two (2) parking spaces.

All conditions from the Site Plan approval (2019-SP-01) shall remain effective. Staff provided the required notices to the surrounding property owners and received no comment. The subject property was properly posted and the notice was placed on the Town's website.

Recommendation:

Staff recommends that the Commission approve the Site Plan Modification Development Order (Exhibit 3) increasing the approved units from eight (8) to nine (9).

Attachments:

1. Application and Plans
2. Planning and Zoning Staff Report
3. Site Plan Modification Development Order

2019-12-SPM-02

Application #: _____
BTR#: _____



TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
Department of Development Services
4501 N. Ocean Boulevard Lauderdale-By-The-Sea, FL 33308
Phone: 954-640-4210 Fax: 954-640-4654
www.lbts-fl.gov

DEVELOPMENT APPLICATION

In accordance with Section 30.111-30.113 of the Town's Unified Land Development Regulations: Development applications are required to be provided before any development permit is issued. Please refer to the Town's website to obtain a copy of the corresponding Application Checklist. Please also refer to the Fee Schedule, updated annually by the Town, as provided on the website which will indicate the cost per application type. Please check the development approval being requested:

- | | | |
|--|--|--|
| ☐ Abandonment | ☐ Conditional Use-Sign | ☐ Preliminary Site Plan |
| ☒ Administrative Adjustment-Level 1 | ☐ Conditional Use-Transfer Fee | ☐ Sidewalk Cafe |
| ☐ Administrative Adjustment-Level 2 | ☐ Construction Time Extension | ☐ Sidewalk Cafe Modification |
| ☐ Architectural Review-Preliminary | ☐ Development Order Extension | ☐ Site Plan |
| ☐ Architectural Review-Final | ☐ Encroachment Application | ☐ Site Plan Modification-Level 1 |
| ☐ Bicycle Racks | ☐ Landscape Plan | ☐ Site Plan Modification-Level 2 |
| ☐ Conditional Use | ☐ Landscape Plan Amendment | ☐ Tree Removal |
| ☐ Conditional Use Amendment-Level 1 | ☐ Parking Reduction-Level 1 | ☐ Variance-Single Family |
| ☐ Conditional Use Amendment-Level 2 | ☐ Parking Reduction-Level 2 | ☐ Variance - Other |
| | | ☐ Other _____ |

Based on approval being requested, refer to the corresponding checklist and supplemental requirements.

Project Name: BONNAN BY THE SEA Folio Number(s): _____
Street Address: 4433 POINCIANA ST, LAUDERDALE BY THE SEA
Subdivision Name: _____ Block(s): 28 Lot(s): 1/263, 64 AND 65
Name of Property Owner: BONNAN FLORIDA LLC Address of Property Owner: 10360 CAMELLA ST PARKLAND, FL 33076
Property Owner's Phone Number: 9548258582 Property Owner's Email Address: TORRE1COBO@HOTMAIL.COM
Name of Applicant: RAMSES COBO Address of Applicant: 10360 CAMELLA ST PARKLAND, FL 33076
Applicant Phone Number: 9548258582 Applicant Email Address: TORRE1COBO@HOTMAIL.COM

Name of Agent (e.g. Contractor) Representing the Project: _____

Agent's Address: _____ Agent's Phone: _____ - _____ Email Address: _____

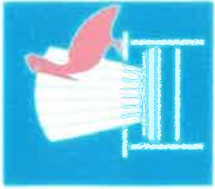
Land Use Plan Designation: RESIDENCIAL, APT, Zoning District: RH-25

Existing/Type of Use of the Subject Property: RESIDENCIAL

Proposed Use of the Subject Property: RESIDENCIAL

As applicable, answer the following:

Existing Number of Units: 8 Proposed Number of Units: 9
Existing Square Footage: 19500 Proposed Square Footage: 19500



DEVELOPMENT APPLICATION SIGNATURE PAGE

Print Name of Property Owner: RANSES COBO Date: SEPT 23 2019
BONNAN FLORIDA LLC

Signature of Property Owner: _____

State of Florida: FLORIDA

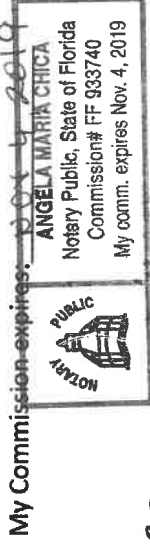
County: BROWARD

SWORN AND SUBSCRIBED before me this 24 day of September, 2019

The person signing is _____ personally known to me or ☒ has produced identification ANGELA MARIA CHICA & ASSOCIATES

Print Notary Name: ANGELA MARIA CHICA

Notary Signature: [Signature]



Print Name of Applicant: RANSES COBO

Signature of Property Applicant: [Signature]

State of Florida: _____

County: _____

SWORN AND SUBSCRIBED before me this _____ day of _____, 20____

The person signing is _____ personally known to me or _____ has produced identification _____

Print Notary Name: _____

Notary Signature: _____

My Commission expires: _____

FOR ADMINISTRATIVE USE ONLY:

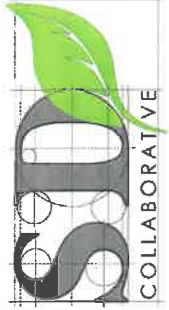
Date Application submitted: _____

Date Application found complete: _____

Pre-Application meeting date: _____

Non-refundable Application Fee: _____

Cost Recovery Fee: _____



September 27, 2019

Linda Connors, Development Services Director
Town of Lauderdale-By-The-Sea
4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308

**RE: Bonnan By The Sea (BBTS) – 4433/4437 Poinciana Street (the "Property")
Administrative Adjustment pursuant to Unified Land Development Regulations – Article IV – Sec. 30-128**

Dear Ms. Connors:

The purpose of this letter is to notify the City of our intent to invoke the provisions of the Unified Land Development Regulations (the "Code") to request a Level 1 - Administrative Adjustment to the Code's Parking Standards per Sec. 30-128. The Property owner is requesting to reduce the number of required parking spaces from six-teen (16) to four-teen (14) as allowed per the Code.

In compliance with the Administrative Adjustment Procedures, the requests meet the following criteria of the Code:

Per Sec. 30-128-(e)(1)a-h:

- a. Allowable RM-25 density is 25 units per acre. Property density is 9 units to 0.3587.
- b. Allowable RM-25 building height is 33 feet. Property height to roof slab is 31 feet 6 inches.
- c. Property's footprint falls within the required setback as shown on the approved SPR, no encroachment to adjacent properties easements and/or the Town's right-of-way.
- d. Property supports Mid-Century Modern architecture.
- e. The Property does not interfere with adjacent lands nor does it pose a danger to public health or safety.
- f. The requested Administrative Adjustment is not incompatible with the character of development in the surrounding area and will not result in incompatible uses.
- g. The property does not impact or reduce view corridors.
- h. The Administrative Adjustment is consistent with the comprehensive plan.

Attached to this letter are Site Plan, Site Analysis, and Municipal Parking plans to support the request.

If you should have any questions, or require additional information, please do not hesitate to contact me.

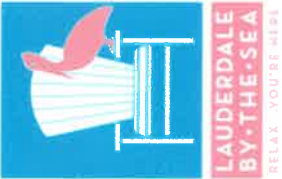
Very truly yours,

Primi Conde, RA,
SD Collaborative, Inc.

Cc: Juan Calero SD Collaborative, Inc.
Dulce Conde, SD Collaborative, Inc.
Ramses Cobo, Owner
Files

11410 N Kendall Drive; Suite 208 – MIAMI, FL 33176 P: 305.740.6948

 www.sdcollaborative.com



TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
 Department of Development Services
 4501 N. Ocean Boulevard Lauderdale-By-The-Sea, FL 33308
 Phone: 954-640-4210 Fax: 954-640-4654
 Email: Planning@LBTS-FL.gov
www.LBTS-FL.GOV

ADMINISTRATIVE ADJUSTMENT LEVEL 1

In accordance with the Town of Lauderdale-By-The-Sea Unified Land Development Regulations Section 30-128 – Administrative Adjustment Level 1, the following is a list of the required documentation required for development approval of an Administrative Adjustment Level 1 application.

Items for Submittal:

- Fee for Administrative Adjustment Level 1 + Deposit (See Fee Schedule)
- A completed Development Application signed and notarized
- Completed responses to the questions on Page 2 of this Application
- Two (2) boundary surveys signed and sealed. The survey must be current within 60 days of submittal of this application and drawn to scale. The survey must identify the following:
 - Distance of structure from property line
 - Distance between structures
 - Identify property lines
 - Existing setbacks
 - Easements
 - Adjacent right-of-way
- On the survey, indicate the area subject to the Administrative Adjustment
- Two (2) hard copies of a site plan signed and sealed by an Architect or Engineer and drawn to scale. The site plan must identify the following:
 - All improvements and structures on the subject parcel
 - Proposed improvements which necessitates the adjustment
 - Note: for single-family and duplex properties, the site plan does need to be drawn to scale. Site plans are not necessary for adjustment involving existing buildings
- Digital copies of the above referenced documents – via email, disk or thumb drive
- Upon resubmittal of the plans, include a letter response to the Town comment. This is done by providing the comment received from the Town followed by a response by the applicant

ADMINISTRATIVE ADJUSTMENT PROCEDURES OR STANDARDS

Project Name: BOKHAN BY THE SEA

Code Section from which Administrative Adjustment is sought: 30 - 128

On a separate page:

1. Provide a description of the request; and
2. Describe how the administrative adjustment request meets the criteria as established in Section 30-128 of the Code of Ordinances and stated below:

- a. The Administrative Adjustment does not result in an increase in allowable density;
- b. The Administrative Adjustment does not provide for building height that exceeds the zoning code standards;
- c. In no way does the Administrative Adjustment allow a structure's footprint to encroach upon an established recorded or platted easement and/or the Town's right-of-way;
- d. The Administrative Adjustment furthers a minimum of one of the following conditions:
 - i. Required to compensate for some unusual aspect of the development site or the proposed development; or
 - ii. Supports an objective from the purpose statements of the zoning district where located; or
 - iii. Proposed to protect sensitive natural resources or save healthy existing trees; or
 - iv. Supports Mid-Century Modern Architecture; or
 - v. Utilized to create a view corridor or other benefit to the Community; or
 - vi. Required to legalize the existing nonconforming footprint, overhangs, roof cornices, eaves or exterior balconies; or
 - vii. Required to allow a setback which matches the existing building's current side or rear setback, overhangs, roof cornices, eaves or exterior balconies; or
 - viii. Required for an expansion, addition or modification to an existing structure where that expansion, addition, or modification will not increase the footprint of the existing structure.
- e. The Administrative Adjustment will not substantially interfere with the convenient and enjoyable use of adjacent lands, and will not pose a danger to the public health or safety,
- f. The requested Administrative Adjustment is not incompatible with the character of development in the surrounding area, and will not result in incompatible uses.
- g. Any adverse impacts, including but not limited to reductions in view corridors, resulting from the Administrative Adjustment will be mitigated to the maximum extent practicable.
- h. The Administrative Adjustment is consistent with the comprehensive plan.

Administrative Use Only	
Date Application Submitted: _____	Date Found Complete: _____
Pre-Application Meeting Date: _____	Board of Adjustment Meeting Date: _____
Town Commission Meeting Date: _____	Application #: _____

Sec. 30-128. - Administrative adjustments.

(a) *Purpose.* The purpose of this section is to establish standards for review of applications for Administrative Adjustments. As defined in the Administrative Adjustment Thresholds Table below, Level 1 Administrative Adjustments may be approved by the Town Manager, and Level 2 Administrative Adjustments require Town Commission approval.

Administrative Adjustments are available for certain limited variations or adjustments to building or parking standards of the Code based on specific criteria, where the application of the standard creates practical difficulties in allowing development or redevelopment that otherwise advances the purposes served by the standards of this Code and the comprehensive plan, and is compatible with surrounding development.

Administrative Adjustments can also support flexibility in development and redevelopment efforts encouraging design and compatibility equal to or better than that resulting from the strict application of the Code, in furtherance of the Architectural Design Standards of the Town and the desired Mid-Century Modern architectural style.

(b) *Eligibility.* Developments located within any zoning district are eligible to apply for an Administrative Adjustment except that adjustments to the parking standards are not permitted in the B-1 or B-1-A zoning districts. The thresholds applicable to Level 1 and Level 2 Administrative Adjustments are shown in the following table, Administrative Adjustment Thresholds.

Administrative Adjustment Thresholds		
Building Standards that May be Adjusted	Maximum Level 1 Adjustment	Maximum Level 2 Adjustment
Setbacks	n/a	30% or 5 feet, whichever is less
Overhangs, roof cornices and eaves and exterior balconies	n/a	All other requests up to 5 feet, whichever is less
Parking standards (only permitted in residential zoning districts, see section 30-321 for relief in the B1/B1-A zoning districts)	Up to 3 spaces or 10% of the minimum parking requirement, whichever is greater	All other

(c) *Level 1 Administrative Adjustments.*

- (1) *Review.* A Level 1 Administrative Adjustment application shall be reviewed and evaluated by the DSD, any other Town departments or staff the DSD determines are applicable, and the Board of Adjustment.

(d) *Level 2 Administrative Adjustments.*

- (1) *Review of adjustment of parking.* An application for a Level 2 Administrative Adjustment for Parking shall be accompanied by a parking report, prepared by the Town, analyzing existing and future parking demands, the availability of underutilized public parking spaces, and traffic circulation.
- (2) *Review of adjustment of building standards.* A Level 2 Administrative Adjustment application shall be reviewed and evaluated by the DSD, any other Town departments or staff the DSD determines are applicable, and the Board of Adjustment.

(e) *Criteria for Approval.*

- (1) *Building Standards.* An Administrative Adjustment to Building Standards shall be approved only if the requested relief is within the limits specified in Administrative Adjustments Thresholds Table,

and if the decision maker finds that there is competent substantial evidence in the record that all of the following standards are met:

- a. The Administrative Adjustment does not result in an increase in allowable density;
 - b. The Administrative Adjustment does not provide for building height that exceeds the zoning code standards;
 - c. In no way does the Administrative Adjustment allow a structure's footprint to encroach upon an established recorded or platted easement and/or the Town's right-of-way;
 - d. The Administrative Adjustment furthers a minimum of one of the following conditions:
 - i. Required to compensate for some unusual aspect of the development site or the proposed development; or
 - ii. Supports an objective from the purpose statements of the zoning district where located; or
 - iii. Proposed to protect sensitive natural resources or save healthy existing trees; or
 - iv. Supports Mid-Century Modern Architecture; or
 - v. Utilized to create a view corridor or other benefit to the Community; or
 - vi. Required to legalize the existing nonconforming footprint, overhangs, roof cornices, eaves or exterior balconies; or
 - vii. Required to allow a setback which matches the existing building's current side or rear setback, overhangs, roof cornices, eaves or exterior balconies; or
 - viii. Required for an expansion, addition or modification to an existing structure where that expansion, addition, or modification will not increase the footprint of the existing structure.
 - e. The Administrative Adjustment will not substantially interfere with the convenient and enjoyable use of adjacent lands, and will not pose a danger to the public health or safety,
 - f. The requested Administrative Adjustment is not incompatible with the character of development in the surrounding area, and will not result in incompatible uses.
 - g. Any adverse impacts, including but not limited to reductions in view corridors, resulting from the Administrative Adjustment will be mitigated to the maximum extent practicable.
 - h. The Administrative Adjustment is consistent with the comprehensive plan.
- (2) *Parking Standards.* An Administrative Adjustment to Parking Standards may be approved, in whole or in part, upon a finding that there is sufficient available parking that is open to the public and is judged adequate to accommodate the parking reduction request within a reasonable walking distance of the subject property along a practical and usable pedestrian route.
- (f) *Reporting.* The Town Manager shall file a quarterly report on Administrative Adjustments with the Town Commission.

(Ord. No. 2014-08, § 3, 7-7-2014; Ord. No. 2017-01, § 2, 1-16-2017; Ord. No. 2017-04, § 2, 4-25-2017)



PINNELL SURVEY, INC.

5300 W. HILLSBORO BLVD., SUITE 215-A COCONUT CREEK, FLORIDA 33073
PHONE(954)418-4940 FAX(954)418-4941 EMAIL: order@sfland.net
CERTIFICATE NO.: LB6857

SURVEY ADDRESS:

4433 & 4437 POINCIANA STREET
LAUDERDALE BY THE SEA, FLORIDA 33308

CERTIFY TO:

1. BONNAN FLORIDA LLC
2. NELSON TARACIDO, P.A.
3. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

FLOOD ZONE & ELEVATIONS:

FLOOD ZONE: X
BASE FLOOD ELEVATION: N/A
CONTROL PANEL NO.: 125123-0378-H
DATE OF FIRM INDEX: 08/18/14

REFERENCE BENCHMARK: BROWARD
COUNTY ENGINEERING B.M. #3383,
ELEVATION = 12.06' (NGVD 1929)
ELEVATION = 10.48' (NAVD 1988)

POTENTIAL ENCROACHMENTS:

1. CONCRETE AND ASPHALT CROSS OVER THE SOUTHERLY PROPERTY LINE.
2. 2 FOOT C.B.S. WALL CROSSES OVER THE SOUTHERLY PROPERTY LINE.
3. 3 FOOT C.B.S. WALL CROSSES OVER THE WESTERLY PROPERTY LINE.
4. 4 FOOT C.B.S. WALL CROSSES OVER THE NORTHERLY AND EASTERLY PROPERTY LINES.
5. C.B.S. STORAGE CROSSES OVER THE NORTHERLY PROPERTY LINE.

LEGAL DESCRIPTION:

THE NORTH 1/2 OF LOT 63, AND ALL OF LOTS 64 AND 65, BLOCK 28 OF "LAUDERDALE BY THE SEA", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, AT PAGE 2, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LEGEND & ABBREVIATIONS:

A	= ARC	D.E.	= DRAINAGE EASEMENT	P.C.	= POINT OF CURVATURE
A/C	= AIR CONDITIONER	ELEV.	= ELEVATION	P.E.	= POOL EQUIPMENT
A.E.	= ANCHOR EASEMENT	E.S.	= ELECTRIC SERVICE	P.I.	= POINT OF INTERSECTION
B.M.	= BENCHMARK	F.P. & L.	= FLORIDA POWER & LIGHT	P.R.C.	= POINT OF REVERSE CURVE
B.C.R.	= BROWARD COUNTY RECORDS	L.B.	= LICENSED BUSINESS	P.O.B.	= POINT OF BEGINNING
C.B.S.	= CONCRETE BLOCK STRUCTURE	L.P.	= LIGHT POLE	P.O.C.	= POINT OF COMMENCEMENT
CHATT.	= CHATTAHOOCHEE	M.H.	= MANHOLE	P.P.	= POWER POLE
C.O.	= CLEANOUT	(M)	= MEASURED	R	= RADIUS
CONC.	= CONCRETE	NAVD	= NORTH AMERICAN VERTICAL DATUM	R/W	= RIGHT-OF-WAY
C.L.F.	= CHAIN LINK FENCE	NGVD	= NATIONAL GEODETIC VERTICAL DATUM	T	= TANGENT
C.L.P.	= CONCRETE LIGHT POLE	NO.	= NUMBER	(TYP.)	= TYPICAL
(C)	= CALCULATED	O.H.	= OVERHANG	U.E.	= UTILITY EASEMENT
C.B.	= CHORD BEARING	O.R.B.	= OFFICIAL RECORDS BOOK	W.F.	= WOOD FENCE
C.R.	= CABLE RISER	O/S	= OFFSET	W.M.	= WATER METER
(D)	= DEED	(P)	= PLAT	Δ	= DELTA OR CENTRAL ANGLE
D.B.	= DEED BOOK	P.B.C.R.	= PALM BEACH COUNTY RECORDS	⊥	= CENTERLINE
M-D.C.R.	= MIAMI-DADE COUNTY RECORDS	P.B.	= PLAT BOOK	⋈	= ELEVATION

GENERAL NOTES:

1. TYPE OF SURVEY: BOUNDARY
2. IF THIS SURVEY HAS BEEN REVISED AS INDICATED IN THE REVISION BOX SHOWN HEREON, THEN ANY AND ALL PREVIOUS VERSIONS OF THIS SURVEY PREPARED BY PINNELL SURVEY, INC. ARE NULL & VOID.
3. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD BY PINNELL SURVEY, INC. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT DEPICTED ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY, FOR WHICH THE SUBJECT PROPERTY IS LOCATED IN.
4. UNLESS OTHERWISE NOTED, FIELD MEASUREMENTS ARE IN AGREEMENT WITH RECORD MEASUREMENTS.
5. ELEVATIONS SHOWN HEREON (IF ANY) ARE RELATIVE TO NAVD 1988, UNLESS OTHERWISE NOTED.
6. UNDERGROUND IMPROVEMENTS AND UTILITIES ARE NOT LOCATED.
7. FENCE AND WALL OWNERSHIP IS NOT DETERMINED.
8. THIS DRAWING IS THE PROPERTY OF PINNELL SURVEY, INC. AND SHALL NOT BE USED OR REPRODUCED, WHOLE OR IN PART WITHOUT WRITTEN PERMISSION & AUTHORIZATION FROM PINNELL SURVEY, INC.
9. ALL EASEMENTS SHOWN ON THE ATTACHED DRAWING ARE PER THE RECORD PLAT (UNLESS OTHERWISE NOTED).
10. THE REFERENCE BENCHMARK ELEVATION WAS CONVERTED FROM NGVD 1929 TO NAVD 1988 USING CORPSCON 6.0.1.
11. TREE DESCRIPTIONS SHOWN HEREON ARE GENERAL IN NATURE AND SHOULD BE VERIFIED.

CERTIFICATION:

THIS IS TO CERTIFY THAT I HAVE RECENTLY SURVEYED THE PROPERTY DESCRIBED IN THE FOREGOING TITLE CAPTION AND HAVE SET OR FOUND MONUMENTS AS INDICATED ON THIS SKETCH AND THAT SAID ABOVE GROUND SURVEY AND SKETCH ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE UNDER RULE SJ-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JASON H. PINNELL
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NO. 5734, STATE OF FLORIDA

REVISIONS		DATE	CHK'D BY
UPDATE SURVEY, ELEVATIONS, TREES(17-0922)	06/08/17	J.P.	
UPDATE SURVEY AND ELEVATIONS (17-0231)	02/15/17	J.P.	
UPDATE SURVEY WITH ELEVATIONS (14-1859)	11/19/14	J.P.	

SKETCH NO.: 12-0424

DATE OF SURVEY: 04/02/12

CHECKED BY: S.A.

339

FIELD BOOK/PAGE: 411/50

SIDE 1 OF 2



Town of Lauderdale-by-the-Sea
Development Services Department

To: Planning and Zoning Board
From: Linda Connors, Development Services Director
Date: October 15, 2019
Meeting Date: November 6, 2019
Project: Case Number 2019-L2-SPM-02: Level 2 Site Plan Modification 4433 Poinciana Street (Bonnan by the Sea) to add one (1) residential unit to the eight (8) unit building

The purpose of this memorandum is to provide findings and recommendations regarding the Level 2 site plan modification application (**Exhibit 1**) submitted to the Town of Lauderdale-by-the-Sea (the "Town") for the proposed multi-family building located at 4433 Poinciana Street (**Diagram 1**). The Applicant, Ramses Cobo, is requesting a modification from the approved site plan to add one (1) residential unit to the building.

Diagram 1



The Applicant has paid the appropriate fee and submitted the required documents. Notice to all property owners located within a three (300) foot radius of the subject property has been given, the subject property has been posted and the public hearing concerning the Site Plan Modification application has been advertised pursuant to Section 30-139 of the Town Code of Ordinances (the "Town Code.") (**Exhibit 2**) Staff has received no comments from the public regarding this request.

Background and Request

The Applicant's property is an existing vacant parcel located at 4433 Poinciana Street within the RM-25 zoning district. The future land use classification for the site is Medium High (25) Residential. The subject property is a .36-acre parcel. A Site Plan application for the development of an eight (8) unit

building was approved in April of 2019. A building permit was issued in May of 2019. Construction on the subject property has not yet commenced.

The Applicant, Ramses Cobo, has submitted a Site Plan Modification to increase the number of units for the development from eight (8) to nine (9). This application requires review and consideration by Town Staff, Planning and Zoning Board and final consideration by the Town Commission. The approval of an Administrative Adjustment reducing the number of required parking spaces by two (2) spaces is also required. The Administrative Adjustment application is scheduled for consideration by the Board of Adjustment on tonight's agenda. Both the Site Plan Modification and the Administrative Amendment applications must be approved for the requested Site Plan amendment to become effective.

Site Plan Modification

Documents

Staff has reviewed the documents submitted pursuant to the requirements of the Town Code. This review is based on the following plat, surveys and plans submitted by Sol Arch for Bonnan by the Sea LLC:

1. Local Municipal Parking Plan, prepared by Sol Arch, dated June 20, 2017, Sheet A001a.
2. Site Plan, prepared by Sol Arch, dated June 20, 2017, Sheet A100.
3. Site Analysis Plan/Zoning Date prepared by Sol Arch, dated June 20, 2017, Sheet 101.

Town Code Provision

Section 30-123 of the Town Code (**Exhibit 3**) provides a process in which a previously approved site plan may be modified. If the modification presents a significant change in the intensity of the use the modification is considered a Level 2 request. Level 2 Site Plan Modifications require review by the Town Staff, Planning and Zoning Board and final review and consideration by the Town Commission. As the request is for an additional unit with no increase in parking, the proposed amendment is considered a Level 2 amendment.

Review

The plans have been reviewed by the Town's Planner, Susan Leven. Comments are discussed below. The subject property is zoned RM25 and allows twenty-five (25) units with kitchen per acre (one unit = 1,742 square feet of land area). At 15,825 SF, the subject property has the capacity to support nine (9) units (9 units x 1,742 square feet of lot area = 15,678 SF). The proposed 9th unit will be located on the ground floor, in an area that was previously dedicated as the building's party room.

Setback Requirements (Section 30-241(h))

There will be no changes to the approved setbacks for the building.

Parking Requirements (Section 30-318)

Section 30-318 (m) of the Town Code sets forth parking requirements for multiple family dwellings, requiring one and one-half parking spaces for each unit with less than three bedrooms, and two parking spaces for each unit with three or more bedrooms, plus one guest space for every five units. Fourteen (14) parking spaces were approved for the original eight (8) unit proposal, including a

handicap space, two (2) guest spaces and four (4) compact spaces. The additional unit would require two (2) additional parking spaces on the site. Concurrent with this application, the Applicant has also submitted an Administrative Adjustment application to waive the additional two (2) parking spaces (1.5 rounded up) required for the 9th unit.

Potential Impacts to Adjacent Properties (Section 30-122)

There would be no discernable additional impacts to the adjacent properties from the addition of one (1) unit.

Landscaping (Sections 30-122, 30-475, 30-478, 30-481)

There are no changes proposed to the proposed landscaping for the property.

Fire

The additional unit does not change the previous approval.

Crime Prevention Through Environmental Design (CPTED)

The additional unit does not change the previous approval.

Engineering

The additional unit does not change the previous approval.

Summary Findings and Recommendations

The proposed plans submitted by the Applicant are consistent with the Land Development Code.

Town staff recommends approval of the site plan with the following conditions:

1. The Site Plan Modification will not take effect unless the Town Manager approves the Administrative Adjustment application to reduce the parking requirement by two (2) parking spaces.

Summary Findings

Staff has reviewed the application and concludes the application as conditioned herein meets the Town Code requirements.

Procedure

Following the Planning and Zoning Board's review, staff will schedule the Commission's review of the application on their November 12, 2019 agenda.

Exhibits

1. Application
2. Plans
3. Town Code Sec. 30-123



**SITE PLAN DEVELOPMENT ORDER
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
Development Order 2019-L2-SPM-02**

PROJECT NAME: Bonnan by the Sea

ADDRESS OF PROPERTY: 4433 Poinciana Street

FOLIO #: 4943 18 01 3660

PROPERTY OWNER: Bonnan Florida LLC

APPLICANT: Ramses Cobo

APPLICANT ADDRESS: 10360 Cameilla Street, Parkland, FL 33076

REQUEST: Pursuant to Article IV, Division 2 of Chapter 30 of the Town's Code of Ordinances, the Applicant is requesting a site plan amendment to increase the total number residential units from 8 to 9 for property located at 4433 Poinciana Street.

SECTION 1. FINDINGS. THIS MATTER came before the TOWN Commission of the TOWN of LAUDERDALE-BY-THE-SEA, Florida, on November 12, 2019, following due public notice. The TOWN Commission having considered the public testimony, evidence in the record, the testimony of the applicant, and the recommendation of the TOWN Planning and Zoning Board and administrative staff, finds that the application, as conditioned herein, is in compliance with the applicable standards and minimum requirements of Chapter 30 of the Town Code.

SECTION 2. APPROVAL. The request to approve a site plan is hereby approved as shown on the site plan submitted by Sol Arch dated June 20, 2017, attached as Exhibit 1, except as modifications may be required by this approval or the Building Official.

SECTION 3. CONDITIONS. The APPROVAL granted herein is subject to the following conditions:

1. The Site Plan Modification will not take effect unless the Town Manager approves the Administrative Adjustment application to reduce the parking requirement by two (2) parking spaces.
2. All conditions from Site Plan 2019-SP-01 approval remain effective.

SECTION 4. VIOLATION OF CONDITIONS. Failure to adhere to the terms and conditions of this Development Order shall be considered a violation of the Town Code and persons found violating the conditions shall be subject to the penalties prescribed by the Town Code, including but not limited to, the revocation of any of the approval(s) granted in this Development Order. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town Code before it may commence construction or operation, and that the foregoing approval in this Development Order may be revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town Code or the conditions of this Approval.

SECTION 5. APPEAL. In accordance with Section 30-140(d)(11) of the Town Code, the Applicant, or any aggrieved property owner in the area, may appeal the decision of the Town Commission in the Circuit Court of Broward County, Florida, in accordance with the Florida Rules of Appellate Procedure.

SECTION 6. EFFECTIVE DATE. This Development Order shall become effective upon Approval by the Commission.

APPROVED this ____ day of _____, 2019

MAYOR CHRIS VINCENT

ATTEST:

Tedra Allen, Town Clerk, CMC

Approved as to form:

Susan L. Trevarthen, Town Attorney

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