

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday, February 11, 2025

6:30 PM



Jarvis Hall 4505 N. Ocean Drive
www.Lauderdalebythesea-fl.gov

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

Mayor Edmund Malkoon
Vice Mayor Randy Strauss
Commissioner Richard DeNapoli
Commissioner John A. Graziano
Commissioner Theo Pouloupoulos

Linda Connors, Town Manager
Susan Trevarthen, Town Attorney
Katrina Adler, Town Clerk

Regular Town Commission

Tuesday, February 11, 2025, 6:30 PM
Jarvis Hall 4505 N. Ocean Drive

1. **CALL TO ORDER, MAYOR EDMUND MALKOON**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **INVOCATION by Rabbi Benzion Singer**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
 - 5.a. Sea Watch Proclamation
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
8. **TOWN MANAGER REPORT**
 - 8.a. Town Manager Report
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
 - 10.a. Approval of Minutes for the January 28, 2025 Meeting
11. **CONSENT AGENDA**
 - 11.a. Special Event Application: Zen Pike Mindful Market March 22, 2025
12. **OLD BUSINESS**
13. **NEW BUSINESS**
 - 13.a. Resolution 2025-15 : A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SELECTING DECKARD TECHNOLOGIES, INC., FOR SHORT-TERM RENTAL MONITORING SOFTWARE SERVICES PURSUANT TO REQUEST FOR PROPOSAL NO. 2024-09-01; AUTHORIZING THE TOWN MANAGER TO EXECUTE A MULTI-YEAR AGREEMENT IN AN AMOUNT NOT TO EXCEED \$120,873.18; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
 - 13.b. Resolution 2025-16 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SELECTING FIRST CHOICE DIGITAL, INC. FOR DOCUMENT IMAGING SERVICES PURSUANT TO REQUEST FOR PROPOSAL NO. 2024-09-02; AUTHORIZING THE TOWN MANAGER TO EXECUTE A MULTI-YEAR AGREEMENT IN AN AMOUNT NOT TO EXCEED \$150,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
14. **COMMISSIONER PRESENTATIONS**

15. COMMISSIONER COMMENTS

16. ORDINANCES 1st Reading

17. ORDINANCES 2nd Reading

18. RESOLUTIONS – PUBLIC COMMENTS

- 18.a.** RESOLUTION 2025-07: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN OPEN-END MASTER EQUITY LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT, INC., FOR LEASE OF VEHICLES, UTILIZING SOURCEWELL CONTRACT NO. #030122-EFM; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE LEASE OF THREE (3) VEHICLES FOR FISCAL YEAR 2025; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.
- 18.b.** RESOLUTION 2025-10: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A LOCALLY FUNDED AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR ROADWAY ENHANCEMENTS ALONG SR-A1A FROM FLAMINGO AVENUE TO PINE AVENUE IN CONJUNCTION WITH THE FDOT RESURFACING PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
- 18.c.** RESOLUTION 2025-11: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR INSTALLATION OF ROAD IMPROVEMENTS ON A1A FROM FLAMINGO AVENUE TO PINE AVENUE TO INCLUDE IN-PAVEMENT CROSSWALK WARNING LIGHTING AT A1A AND HIBISCUS AS WELL AS PATTERNED PAVEMENT CROSSWALKS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
- 18.d.** RESOLUTION 2025-12: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING THE AMENDED SCHEDULE OF PARKING FEES AND METER RATES; PROVIDING FOR CONFLICTS AND FOR AN EFFECTIVE DATE.
- 18.e.** RESOLUTION 2025-13: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH WALTERS ZACKRIA ASSOCIATES, PLLC FOR SCHEMATIC DESIGN SERVICES FOR THE PUBLIC SAFETY BUILDING PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.
- 18.f.** RESOLUTION 2025-14: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPOINTING A SECOND ALTERNATE TO THE PLANNING AND ZONING BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

19. QUASI JUDICIAL PUBLIC HEARINGS

20. 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 ENSURE 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.

INVOCATION:

The Invocation before each Town Commission meeting is a voluntary service of a private citizen, offered to serve the spiritual needs of the members of the Town Commission and solemnize the meeting. It is not intended to be an opportunity to advance or disparage one faith or belief over another. The views expressed in the Invocation have not been previously reviewed by the Town and do not necessarily represent the beliefs of any Town employee or official. No person is required to be present at or participate in the Invocation, and the decision whether to be present or participate in the Invocation will not affect any person's right to actively participate in the official business of the Town or obtain any benefit from the Town. The Town's written Invocation policy is available on its website, and upon written request to the Town Clerk.all static



Agenda Item No: 5.a.

Town Commission Agenda Item Report

Meeting Date: February 11, 2025

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Sea Watch Proclamation

Explanation: A proclamation congratulating Sea Watch on the Ocean for 50 years of business.

Recommendation: N/A

Exhibits:

1. Sea Watch Proclamation

Proclamation

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

WHEREAS, The Town of Lauderdale-By-The-Sea is a beautiful coastal community located in the tropical paradise of South Florida, and,

WHEREAS, in 1974 – Sea Watch on the Ocean opened its doors in its current location offering oceanfront dining with a unique blend of Old Florida and New England architectural charm.

WHEREAS, Spanning 3.5 Acres, Sea Watch is one of the few restaurants in South Florida with direct oceanfront views, sitting on 3.5 acres of pristine coastline.

WHEREAS, Sea Watch’s Timeless Architecture was Designed by Architect Dan Duckham with post-and-beam construction, its design has remained a key part of its charm for 50 years.

WHEREAS, their award-Winning seafood is known for fresh seafood and classic dishes that have kept patrons returning for generations.

WHEREAS, Since 1974, nearly 10 million guests have entered through the oak doors to enjoy the rustic charm, post-and-beam design, and an ambiance that evokes Florida's coastal past.

WHEREAS, in 2024, Sea Watch celebrates its 50th Anniversary, a half century of excellence in oceanfront dining, marking five decades of serving both locals and visitors.

NOW, THEREFORE, I, Edmund Malkoon, Mayor, on behalf of the Town Commission and residents of Lauderdale-By-The-Sea, would like to extend my heartfelt congratulations to Sea Watch On the Ocean on celebrating 50 years of business excellence.

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



Edmund Malkoon, Mayor

Katrina Adler, Town Clerk



Town Commission Agenda Item Report

Meeting Date: February 11, 2025

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report

Explanation: Following is the Town Manager report for February 11, 2025.

1. El Prado Park Meeting

The Town's FY25 Capital Improvement Plan includes renovations to the El Prado Park. In January, the Town Commission approved a contract with Hitchcock Design to develop a conceptual plan and cost estimate to complete the work. Our first public input meeting is scheduled for Tuesday, February 25 at 5:00 pm in El Prado Park. At this meeting, Hitchcock Design will gather input, ideas and feedback from the community on what amenities they want to see at the park. The Hitchcock Design team will also attend that night's Commission meeting.

2. CRS Rating Consultant

The Town participates in the Community Rating System (CRS), which offers discounts on flood insurance premiums for communities that meet the program's criteria. Under the National Flood Insurance Program's pricing approach, the CRS discount is applied to the full-risk premium for all NFIP policies in the Regular Program within participating communities, including policies outside the Special Flood Hazard Area (SFHA). Currently, the Town holds a CRS rating of 8, which provides property owners with a 10% discount on flood insurance.

We are committed to balancing the efforts to reduce flood rates with the potential impact of new criteria on our residents. To this end, staff has identified a consultant who can evaluate our current program and provide recommendations to further improve our rating. We are currently reviewing the associated costs, and if deemed reasonable, this initiative will be included in the next budget cycle for the Commission's consideration.

3. Pier Sign

The Pier Sign was removed during the construction of the new downtown enhancements because its location was in the middle of the new sidewalk. At the September 12, 2024 meeting, the Commission asked staff to repair and install the sign in a similar downtown location. The agreement was for the sign to be returned and an easement to allow for the

location on Town property and signed between the Pier owner and the Town regarding maintenance of the sign. Staff has sent the easement agreement to the property owner and is awaiting its return.

4. FDOT Public Meeting - Resurfacing Project - Flamingo Avenue to Pine Avenue

The Florida Department of Transportation will hold a public meeting on Thursday, February 20, 2025, at 5:30 pm at Jarvis Hall. For those who cannot attend in person, FDOT allows virtual participation. To participate virtually, please register using the link <https://register.gotowebinar.com/register/7631638075797927002> or dial 1 (415) 655-0052; Access Code 829-386-383. The meeting will consist of a formal presentation followed by an open discussion. FDOT staff are available to answer questions.

5. Upcoming Meetings

Date	Meeting	Time
February 25	El Prado Park Renovation (at El Prado Park)	5:00 PM
February 25	Commission Meeting	6:30 PM
February 27	Code Compliance	5:00 PM
March 4	Charter Review Board	6:00 PM

Recommendation: N/A

Exhibits: None



Agenda Item No: 10.a.

Town Commission Agenda Item Report

Meeting Date: February 11, 2025

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Approval of Minutes

Agenda Section: APPROVAL OF MINUTES

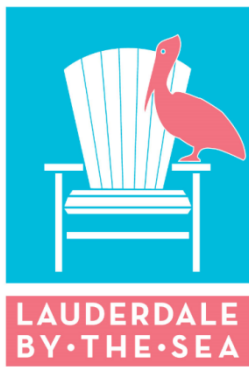
Subject Title: Approval of Minutes for the January 28, 2025 Meeting

Explanation: Draft Minutes for approval for the January 28, 2025 Regular Commission Meeting.

Recommendation: Accept/Approve

Exhibits:

1. 1-28-25 Regular Commission Draft Minutes



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, January 28, 2025
6:30 PM

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 6:30 p.m. Also present were Vice Mayor Randy Strauss, Commissioner Richard DeNapoli, Commissioner John A. Graziano, Commissioner Theo Pouloupoulos, Town Manager Linda Connors, Deputy Town Manager/Public Works Director Ken Rubach, Public Works Supervisor Leroy Chasmer, Assistant to the Town Manager Courtney Easley, Development Services Director Jhanelle Campbell, Assistant Development Services Director/Code Terry-Ann Boyd, Director of Budget and Finance Lucila Lang, Events and Marketing Manager Katie Anderson, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pauline Brooks McGuinness gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

None.

6. PUBLIC COMMENTS

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

7. PUBLIC SAFETY DISCUSSION

a. BSO December 2024 Public Safety Report

Captain Bill Wesolowski of the Broward Sheriff's Office (BSO) reported that Deputy Manuel Alvarez Jacinto was Deputy of the Month for December 2024. He served as Officer in Charge (OIC) of an incident which involved human smuggling.

BSO participated in the Town's Christmas By The Sea event in December and used meridian barriers, which they will continue to use as a security measure in major Town events. They were also present at the Winterfest Boat Parade, the Chanukah Festival, and the recent Shred-A-Thon.

BSO's second Senior Seminar is scheduled for Wednesday, January 29, 2025 in Jarvis Hall from 12 p.m. until 3 p.m. Representatives of the Broward County Property Appraiser's Office, the Florida Department of Agriculture, and Broward County Consumer Protection will be on hand to help attendees learn about fraud prevention.

b. PBFR December 2024 Public Safety Report

Fire Marshal Ashley Zalewski, representing Pompano Beach Fire Rescue (PBFR), advised that in December 2024, PBFR crews responded to 162 calls with an average time of 6 minutes 12 seconds.

8. TOWN MANAGER REPORT

a. Town Manager Report

Town Manager Linda Connors recalled that the Town Commission had previously been asked for feedback on the Town's donation request cycle. Some requests have already been received for fiscal year (FY) 2026. Comments from the Commission led Town Staff to recommend the following amended donation process:

- The Town will include \$72,000 in the FY 2026 budget as a placeholder for charitable donations
- The donation request form will be uploaded in March and will remain up through May
- Staff will compile applications and send them to the Commissioners for consideration and discussion prior to the July 8, 2025 Commission meeting
- The tentative millage rate will be set at the July 22, 2025 meeting
- Recipients will be informed of their donations once the Town's budget has been approved

Town Manager Connors noted that this schedule does not include a meeting at which entities requesting donations will make presentations to the Commission. Instead, the Commission will receive this information through the donation applications.

Commissioner DeNapoli stated that he was in favor of the proposed new procedure and emphasized the Commission's responsibility as stewards of taxpayer money. He recommended against the automatic 5% increase that would be included in the \$72,000 placeholder, proposing instead that the placeholder amount remain the same as the previous year.

Commissioner DeNapoli also asked if the July 8, 2025 meeting will include the Commission's regular budget discussion. Director of Budget and Finance Lucila Lang explained that there will be a special meeting on July 8, 2025 prior to the regular meeting at which the tentative millage rate will be discussed.

There was Commission consensus to proceed with this schedule without the 5% increase.

Town Manager Connors continued that there is a vacancy on the Town's Planning and Zoning Board. Staff has reached out to individuals who previously submitted applications to serve on this Board but were not appointed. She asked the Commissioners to encourage any other interested individuals to submit applications as soon as possible.

Use of the Town's tennis court is currently in its renewal phase. The Town will issue a fob rather than a key, which allows for better control and recordkeeping.

The new Sea Glass Hotel is holding an invitation-only event on Saturday, February 1, 2025, and has requested the use of 25 parking spaces in the South Ocean Lot. The going rate is \$21 per space, which would total \$525. Town Manager Connors suggested that the hotel be permitted to use these spaces at a discounted rate of \$300 in order to support the new business. The Commissioners agreed by consensus with this proposal.

b. Development Services Report

Development Services Director Jhanelle Campbell reported that from July through December 2024, there were 37 business tax receipt (BTR) applications and 30 new businesses opened, including some short-term rentals. During this time period, the Town requested an easement from Florida Power and Light (FPL) and passed several Ordinances and Resolutions.

At present, four applications are under review by the Development Services Department, including a conditional use request, a Site Plan modification and Site Plan approval request, and a lien mitigation request. Other applications processed included right-of-way permits, sign permits, lien search requests, and others.

Assistant Development Services Director for Code Compliance Terry-Ann Boyd introduced herself to the Commission at this time. She reported that 47 new incidents were investigated in December 2024. Code Compliance completed 66 total inspections. There were 33 cases with active violations which were under the jurisdiction of the Special Magistrate, 32 cases under the jurisdiction of Code Compliance, and nine liens with active violations. A total of 83 cases had active violations. There are currently 144 vacation rental units in the Town.

Ongoing Code Compliance projects and initiatives include the continued processing of work without permit cases, as well as citations of businesses that have not yet paid their FY 2025 BTRs. They will also follow properties that are not in compliance with the requirements of Broward County's building safety inspection program.

Upcoming initiatives include review of Code Compliance software to ensure that all cases were cited correctly. Code Compliance has also noted a number of sight triangle issues, which can contribute to safety concerns. They will also review and update the Department's web page.

Code Compliance plans to award a vacation rental software contract in FY 2025. Development Services Director Campbell advised that the Department's recommendation for this award will be presented to the Commission at their next scheduled meeting.

Commissioner Graziano asked if new vacation rental software will be able to identify the number of days for which a vacation renter reserves the property, pointing out that the Town requires a seven-day minimum stay. Assistant Development Services Director Boyd confirmed that the software will be able to make this identification as well as other aspects of short-term and vacation rental Code. She anticipated that this will make Code Compliance's job much easier.

Development Services Director Campbell stated that the new software will be able to "scrub" hundreds of domestic and international websites for addresses. This is particularly important as not all owners of vacation rentals live in the United States, and the properties

may be advertised internationally. She anticipated a significant improvement in compliance once the new software comes online.

Development Services Director Campbell continued that during the reporting period, the Building Department collected \$1,311,685.50 in building permit fees. The Department processed 731 applications. 17 of the permits applied for totaled more than \$100,000 in job value. 472 inspections were completed.

c. October 2024 Finance Report

d. November 2024 Finance Report

Director of Budget and Finance Lang advised that these first two months of FY 2025 were slow, with little Capital Improvement Program (CIP) activity aside from beach renourishment, which had a cost of \$160,000 for the year.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

a. Approval of Minutes for January 14, 2025

Commissioner DeNapoli made a motion, seconded by Commissioner Pouloupoulos, to approve. Motion carried 5-0.

11. CONSENT AGENDA

Vice Mayor Strauss made a motion, seconded by Commissioner DeNapoli, to approve both items on the Consent Agenda.

Commissioner Graziano stated that he wished to pull Item 11.a, Resolution 2025-08, for discussion.

The **motion** and **second** were **amended** to include Item 11.b only.

Motion carried 5-0.

a. RESOLUTION 2025-08 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING AN AMENDMENT TO THE TOWN’S PERSONNEL POLICIES MANUAL CODIFYING ITS EXISTING TELECOMMUTING POLICY; PROVIDING FOR IMPLEMENTATION, CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

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

Commissioner Graziano asked how many Town employees are eligible for telecommuting. Town Manager Connors explained that the current policy allows eight members of the Town’s executive team the opportunity to work from home one day per week. This day is consistently the same from week to week, and the employees attend any meetings. She noted that many members of Town Staff enjoy working from home and accomplish more in that setting without the daily interruptions of office space. Other Staff members have the opportunity to work from home but do not regularly take advantage of this option.

Town Manager Connors continued that the Town’s telecommuting policy is not limited to executive Staff, as an emergency such as the COVID-19 pandemic might necessitate more employees working from home. The existing policy ensures that this is a possibility.

Commissioner Graziano expressed concern that the existing policy is not currently listed in the Town’s personnel handbook. He continued that the opportunity for less productive work is dramatically increased when employees work from home, and concluded that there should be a better system than allowing eight members of senior or executive Staff to telecommute one day per week.

Town Manager Connors advised that the current written policy requires Town Manager approval of telecommuting, which means it is her responsibility to monitor the employees who take advantage of this opportunity. If she determines that they are not completing their work appropriately, she may make decisions accordingly, which would include requiring those employees to work in person rather than telecommuting. She noted that there have been no issues thus far.

Commissioner Graziano asserted that the Commission had no way of knowing whether or not there have been issues. Mayor Malkoon pointed out that this is one of the Town Manager’s responsibilities. Commissioner Graziano acknowledged that he is less familiar

with a form of government in which the Town Manager acts on behalf of the Commission in administering policy. He added that the Town Manager's authority comes from the personnel handbook, and concluded that the Commission does not know if Staff members might have been more productive if they did not telecommute,

Mayor Malkoon requested clarification of the Town Manager's authority according to the Town's Charter. Town Attorney Susan Trevarthen explained that the Town Manager has general authority to administer the Town, with oversight, review, and control of the Town Manager by the Town Commission. She added that it was her understanding that this policy was put into place by a former Town Manager and has been in place for years. It may have been modified by the current Town Manager.

Town Attorney Trevarthen continued that when discussion emerged on the issue of telecommunication, there was agreement that it should be added to the personnel handbook. The result is proposed to the Commission through Resolution 2025-08. She concluded that under the Town's Charter, the day-to-day implementation of this policy falls within the Town Manager's discretion. The Commission is responsible for determining whether or not the Town Manager is carrying out those duties effectively.

Commissioner Graziano stated that while he was not fully in agreement with this clarification, he would abide by it.

Mayor Malkoon advised that he felt the policy was sensible in light of the possibility of emergencies such as the pandemic, natural disasters, or other types of emergencies; however, he was not in favor of telecommuting on principle. He noted, however, that the Town Manager is responsible for keeping abreast of employment changes, and may offer the option of telecommuting if she believes it makes the Town a more competitive employer. He concluded that because he opposed the principle of telecommuting, he was not in favor of memorializing it in the personnel handbook.

Commissioner DeNapoli requested additional information regarding how telecommuting is overseen. Town Manager Connors clarified that all Staff members are present on Tuesdays, which is a Staff meeting day. Each individual has a standard day on which they telecommute, and other employees are provided with this schedule. They are available by phone rather than in person if there are questions from Staff.

Town Manager Connors continued that if a consultant meeting is scheduled, employees are present for those meetings even if it is on a day when they would typically work from

home. This also applies to project meetings. She emphasized that not all employees telecommute on the same day, and all are aware that they must be in the office if needed.

Commissioner DeNapoli commented that his only concern was to ensure that the Town offices are not empty or closed on any given day. He was not certain of whether or not the policy needed to be codified in the personnel handbook.

Town Attorney Trevarthen advised that it may be considered a best practice to include the policy in the handbook. She recalled that the policy was drafted with input from Town administration and assistance from a partner at her firm with labor experience. She felt it was more than likely standard practice to include a telecommuting policy in both public and private workplaces, as it is now a standard for competitiveness in the workplace.

Vice Mayor Strauss emphasized that working from home is not synonymous with having a day off. He added that if it is determined that productivity may be suffering, the policy would most likely stop, at least for the individual, whether or not it is codified in the personnel handbook.

Vice Mayor Strauss continued that he felt there are practical benefits of telecommuting, such as saving on transportation costs. He concluded that as long as the Town's standards remain high, he did not take exception to codifying the policy. Commissioner DeNapoli agreed with the Vice Mayor, also emphasizing the importance of monitoring productivity.

Commissioner Graziano commented that codification of the policy is important. While he was not in favor of telecommuting when the Town has a limited number of employees, he felt if the policy is codified and the Commission is supportive of it, the practice can continue.

Vice Mayor Strauss made a motion, seconded by Commissioner Pouloupoulos, to approve. Motion carried 4-1 (Mayor Malkoon dissenting).

**b. Lauderdale-By-The-Sea Woman's Club request for Jarvis Hall Use and
Parking Permit Request for FY25**

12. OLD BUSINESS

None.

13. NEW BUSINESS

a. Special Event Application: LBTS Chamber Health Fair 02.08.25

Special Events and Marketing Manager Katie Anderson recalled that this special event was first mentioned at the previous Commission meeting during Public Comment. The Lauderdale-By-The-Sea Chamber of Commerce has submitted a special event application for their annual Health Fair, which is scheduled for Saturday, February 8, 2025 from 9 a.m. until 1 p.m. in Jarvis Hall. The event helps introduce residents to local health care services.

The event includes approximately 25 vendors across various aspects of health care and lifestyle activities and anticipates over 200 attendees throughout the day. The Applicant requests that the Town co-sponsor the event. As contribution toward this co-sponsorship, they are requesting the waiver of the \$250 late application fee, which is added when an application is submitted less than 60 days prior to the event date. The Applicant also requests the use of Jarvis Hall, for which no rental fee is typically charged to a Lauderdale-By-The-Sea organization, charity, or nonprofit entity.

The Applicant also requests assistance with event setup by providing tables, chairs, and Staff to help prepare for the event. This is consistent with previous years' events. The Town logo would be included on promotional materials, and the Town would include the event in the weekly *Town Topics* e-blast, on street marquee signs, and on flyers in Town Hall and the Visitor Center. The Applicant also requests permission to post yard signs throughout the Town during the week of the event.

The Applicant requests free parking in the front and back Town Hall parking lots during event hours, excluding any spaces reserved for Public Works or other Town Staff. This is estimated to total 44 spaces at a value of \$880.

The Application requests participation by BSO and PBFR. The Town has confirmed that BSO will participate, and the Chamber will coordinate directly with PBFR, as the Health Fair is not a required event per that contract. Staff recommends approval of the Application based on the conditions outlined in the permit, as well as approval of the requested co-sponsorship.

Commissioner Pouloupoulos asked what aspects of event preparation will be handled by the Applicant. He also asked if a Fire/Rescue presence is required by the nature of the event. Special Events and Marketing Manager Anderson confirmed that there is no

requirement for these services. The Chamber is responsible for coordinating the event's vendors as well as marketing efforts.

Commissioner Graziano requested clarification of how much the event preparation will cost the Public Works Department, including hours.

Commissioner Graziano made a motion, seconded by Vice Mayor Strauss, to approve the event, with greater notice in the future and additional clarification of costs. Motion carried 5-0.

b. Town Manager Review

Mayor Malkoon recalled that the Town Manager's contract was renewed the previous year. Annual review by the Commission is part of that contract. Each member of the Commission has met with the Town Manager and filled out an evaluation form, including comments. The purpose of this Agenda Item is to discuss the review process as well as potential action.

Town Clerk Katrina Adler reviewed the evaluations, noting that different factors were weighted differently. The overall scores provided by the Commissioners were as follows:

- Mayor Malkoon: 3.88
- Vice Mayor Strauss: 4.19
- Commissioner Pouloupoulos: 3.99
- Commissioner DeNapoli: 3.37
- Overall average: 3.86

Town Manager Connors thanked the Commission for the opportunity to continue serving as Town Manager. She characterized FY 2024 as challenging, but noted that Town Staff accomplished a great deal, including:

- Completion of Downtown renovations
- Completion of the Bel Air seawall
- Improvement of the public records request process
- Increased banking opportunities
- Improved public safety
- Events such as the Town's 75th Anniversary celebration and Taste of the Beach

She concluded that there is room for continued improvement, which she hoped to achieve next year.

Mayor Malkoon noted that another achievement is the successful transition to the PBFR contract.

Mayor Malkoon requested Commission feedback on the review process, including whether or not they wished to retain the same process going forward. He noted that the Town Manager's contract states that if Staff receives a cost of living adjustment (COLA) increase, the Town Manager would also receive that increase. It also identifies the option of a merit increase of up to 5%. The Mayor asked if the increase would begin in January 2025, as well as whether or not there is anticipation of another merit increase.

Director of Budget and Finance Lang replied that last year's merit increases for all employees took effect on October 1, 2024. Employees are reviewed in August and September, at which time recommendations for any increases are made. A 5% increase is budgeted every year for every employee; however, because it is a merit increase, the amount is based on employee review. There was no COLA in 2024.

Commissioner DeNapoli requested more information on how Staff members are reviewed. Director of Budget and Finance Lang advised that they are reviewed using a document similar to the one used for the Town Manager. COLAs are dependent upon the market; a study conducted in 2023 resulted in a COLA increase for that year, with no increase in 2024. Merit increases can be up to 5% and are determined by the employee rating. COLA increases are applied across the board.

Town Manager Connors further clarified that the Commission may also add a COLA increase to their own salaries.

Town Manager Connors continued that Town Staff members are rated on a scale of 1 to 5. An employee receiving, for example, a score of 2.2 on their review, they would receive a 2% merit increase; if they receive a score of 5, they would receive a 5% merit increase. This has been in effect for the past two to three years.

Town Manager Connors continued that she does not fall under the same regulations as regular Town employees, as she is a contract employee. Her contract requires an annual review, followed by the opportunity to provide a salary adjustment, COLA, or other adjustment.

Commissioner Graziano noted that he had previously stated he did not want to receive a COLA increase, and asked why Commissioners had received the increase. Director of Budget and Finance Lang replied that a Resolution was passed which provided the

Commission with a COLA increase, based on the June 2024 consumer price index (CPI). This increase may be up to 5% unless there were no increases for employees.

Commissioner Graziano recalled that he was informed Commissioners must accept the COLA, but could pay the amount of the increase back to the Town. He wished to do this as part of the budget process, but pointed out that if he paid back the COLA for the year, he would be taxed on it and would not see any tax relief from contributing it back to the Town. He concluded that he had not been aware Town employees had not received a COLA, and had believed if they did not receive this increase, neither would the Commissioners.

Commissioner DeNapoli requested additional clarification of the Resolution. Director of Budget and Finance Lang explained that the Resolution states the Commissioners will see a COLA increase based on the June CPI, while employees' COLA is determined by an ad hoc study. Merit raises are based on the scoring system previously described by Town Manager Connors.

Commissioner DeNapoli also asked what score an employee would have to receive in order to see no merit increase. Director of Budget and Finance Lang replied that the score would be 0. Commissioner DeNapoli commented that merit increases are based on a scoring system that lends itself to increases.

Town Manager Connors advised that because COLA increases are not provided on a regular basis, the Town periodically conducts Human Resources surveys to ensure that their salaries are in line with those across the region. Increases may be given to provide this consistency.

Town Attorney Trevarthen stated that Section 6.3 of the Town Manager's contract applies to the review process. It provides that the Commission may increase the Town Manager's salary, holidays, leave, or benefits. They also have the option of granting a high-performance reward to be paid in a lump sum which would not be added to the salary, but would be considered wages for purposes of retirement. The amount of pay involved shall take into account the Town's fiscal condition and ability to pay.

It was confirmed that COLA would not be part of tonight's discussion, but would apply to the Town Manager at a time when COLAs are discussed for the entire Staff.

Commissioner Pouloupoulos observed that for other Town Staff members, the scoring system provides an increase of 0% to 5% based on their score. Director of Budget and

Finance Lang confirmed this as well, adding that because the Town Manager's average score is 3.86, the increase could be rounded up to 4. Commissioner Pouloupoulos concluded that he was in favor of applying the same merit-based system to the Town Manager that is applied to Town Staff.

Mayor Malkoon requested clarification of the most recent COLA increases. Director of Budget and Finance Lang replied that the Commission's COLA was 3.50%, which was consistent with the CPI for June 2024.

Commissioner DeNapoli asked when the COLA discussion will take place and how that timing is determined. Town Manager Connors explained that this depends upon the economy: when the Town's salary ranges had not changed in years, for example, the Town undertook a salary study. When there was no movement in inflation, however, there was no salary study. She estimated that a study is conducted every three years to inform the Town whether or not its salaries are lagging behind other municipalities' salaries. With regard to the Resolution governing the Commission's COLA increases, the COLA is tied directly to the CPI in June. The most recent COLA study occurred in 2023. The Town will review conditions in 2026 and determine whether or not a study should be included in the FY 2026 budget.

Commissioner Graziano commented that he was not in favor of rounding up increase related to the Town Manager's score from 3.86 to 4.

Commissioner Graziano made a motion, seconded by Commissioner Pouloupoulos, for a merit-based increase of 3.86%. Motion carried 5-0.

c. RESOLUTION 2025-09 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A REVOCABLE LICENSE AGREEMENT WITH HAMILTON'S VALET SERVICES, INC. FOR THE USE OF THE TOWN PARKING FACILITIES LOCATED AT 4312 S. OCEAN DRIVE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Public Works Supervisor Leroy Chasmer advised that Hamilton's Valet Services, Inc., which provides valet parking service for the Aruba Beach Café, has lost its lease and is

seeking alternatives. At a May 2024 Commission meeting, Staff proposed leasing spaces in the South Ocean Lot from Monday through Thursday from 11 a.m. until 11 p.m. While the Commission approved that offer, Hamilton chose not to proceed, so Staff halted the request.

In December 2024, Hamilton met with Town Staff to discuss parking options, at which time Staff suggested the South Ocean Lot as well as the possible use of the Town Hall parking lot. Hamilton requested that Staff move forward with any available options. Staff drafted an agreement for Hamilton to use 20 parking spaces in the South Ocean Lot at a cost of \$21 per day per space. After further review, it was determined that the Town Hall spaces were too valuable for regular rental; however, nine spaces at the Visitor Center would be available after 5 p.m. on weekdays, Saturday afternoons, and all day on Sundays.

Staff also asks that the Commission make the spaces available to Hamilton at a reduced cost, with the ability to reduce the number of spaces if necessary.

Town Manager Connors clarified that the agreement before the Commission is for the South Ocean Lot only, as that was the lot discussed in May 2024. Staff also looked into other opportunities, and if the Commission and Hamilton are agreeable to the inclusion of Visitor Center spaces, Staff may include those administratively with Commission direction.

Town Manager Connors added that a scrivener's error required correction on this Item: the time frame referred to in the agreement should be from 11 a.m. until 11 p.m., as included in the license agreement.

Commissioner DeNapoli made a motion, seconded by Commissioner Graziano, to approve, with the changes to the hours as well as administrative approval of Visitor Center spaces. Motion carried 5-0.

d. Charter Review

Town Manager Connors stated that the Charter Review Board will hold its first meeting on Tuesday, February 4, 2025. She has included a copy of the Town's Charter for the Commissioners to review. She recalled that in September 2024, there had been discussion of whether or not the Commission recommended any amendments to the Charter; if so, the Charter Review Board will propose those amendments to the

Commission, who will decide whether or not those changes will be placed on a ballot for consideration at a regular municipal election.

Town Staff requests that the Commission consider recommending that the Charter Review Board consider two potential amendments:

- Article 5, Section 5.5: the audit deadline of March; State Statutes require municipal audits to be completed by the end of June, and most other local municipalities do not adhere to the same early deadline as Lauderdale-By-The-Sea
- Article 7, Planning and Zoning: in 2012, significant time was spent reviewing this Article, and the Town Attorney drafted a more easily understandable version; while the Charter Review Board recommended moving forward with this change, it was not ultimately approved for placement on the ballot; Staff requests that the Charter Review Board revisit this Section to determine if changes should be made

Town Manager Connors concluded that if the Commission wishes to make any requests of the Charter Review Board, Staff will present those requests for consideration.

Mayor Malkoon advised that he was in favor of both proposed revisions, and recommended any other “cleanup” issues related to the Town’s new timeline for November municipal elections.

Town Attorney Trevarthen stated that an Ordinance will be brought forward in the near future which implements the date change of the election, which was approved by the voters in November 2024.

Commissioner Graziano stated that he was in favor of moving the audit deadline to June.

14. COMMISSIONER PRESENTATIONS

None.

15. COMMISSIONER COMMENTS

Commissioner DeNapoli reported that he attended the recent dedication of a mural at the Plunge Hotel, and congratulated the owners on this event. He also attended the recent Friday Night Music event as well as longtime resident Ron Piersante’s 90th birthday party.

Commissioner DeNapoli continued that the printed edition of *Town Topics* is currently available to residents and includes information on upcoming events such as the Senior

Seminar, the Farmers Market, Dancing By the Sea, and Yoga By the Sea. Ads may be placed in the next edition by the deadline of March 1, 2025. He also welcomed several new businesses to the Town.

Commissioner Graziano stated that there may be budget items which are not within the Town's control in FY 2026 due to impacts of the recent expanded homestead exemption and other changes, and emphasized that the budget process will be in the best interests of the Town.

Mayor Malkoon noted that the Plunge Hotel has introduced a series called "Plunge Into the Arts" for which residents can sign up for alerts. He also welcomed seasonal residents to the Town, and noted that the next edition of *Town Topics* will be mailed to each household, which provides an enhanced advertisement opportunity for businesses.

16. ORDINANCES 1ST READING

None.

17. ORDINANCES 2ND READING

None.

18. RESOLUTIONS – PUBLIC COMMENTS

- a. RESOLUTION 2025-06 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PURCHASING CARD POLICY; PROVIDING FOR INCORPORATION INTO THE TOWN'S PURCHASING MANUAL, IMPLEMENTATION AND AN EFFECTIVE DATE.**

Assistant to the Town Manager Easley stated that the Town's Purchasing Manual currently allows the Town Manager and Department Directors to use a Town credit card; however, the policy does not contemplate employees who may need to make immediate purchases or regularly spend Town funds, such as Public Works Supervisors or special event employees. At the Town's most recent audit, the auditor suggested that Town policy be amended to add purchasing cards as an additional spending mechanism.

The proposed new policy would establish procedures that must be followed by Town employees to purchase goods and services for the Town. It would ensure that anyone

using a purchasing card would follow Town policies and procedures while improving efficiency.

Commissioner DeNapoli asked if this policy would add a card with a purchasing limit of up to \$2500 for certain employees. Assistant to the Town Manager Easley clarified that the card would be available to any employee approved by their Department Director or Manager.

Commissioner Graziano commented that the proposed policy would add an extra layer of work for Staff. Assistant to the Town Manager Easley explained that employees would be issued cards for which they are responsible and accountable for their purchases, including the retention of receipts. If there is any fraudulent activity, they would also be responsible for initiating follow-up with the Director of Budget and Finance as well as with the appropriate financial institution. All employees would need to sign a document confirming that they have read the policy.

Assistant to the Town Manager Easley further clarified that purchasing cards, or P-cards, are credit cards, with limits based on the position of the employees who hold them. Town Manager Connors noted that at present, only Department Directors may have these cards; if they provide their cards to other employees to make purchases, this would violate current policy. The proposed policy would ensure that proper procedure is followed and would not result in extra work.

Commissioner DeNapoli made a motion, seconded by Commissioner Pouloupoulos, to approve. Motion carried 5-0.

19. QUASI JUDICIAL PUBLIC HEARINGS

None.

20. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 7:57 p.m.

Mayor Edmund Malkoon

Lauderdale-By-The-Sea
Regular Town Commission Meeting
January 28, 2025

ATTEST:

Katrina Adler, Town Clerk

Date



Town Commission Agenda Item Report

Meeting Date: February 11, 2025

Submitted By: Katie Anderson, Events & Marketing Manager

Submitting Department: Administration

Item Type: Presentations

Agenda Section: CONSENT AGENDA

Subject Title: Special Event Application: Zen Pike Mindful Market March 22, 2025

Explanation: Kirby Monestime, with Zenpike, (the "Applicant") has submitted a Special Event Application (**Exhibit 1**) to host their Mindful Market (the "Event") in El Prado Park on Saturday, March 22, 2025.

Zenpike is a non-profit organization based out of Fort Lauderdale focusing on health, wellness, and spiritual growth.

The Event will begin with a one-hour yoga session in the center of the park, followed by a market of vendors all focused on health, wellness, and self-growth. Approximately 200 guests on a flow are anticipated throughout the event.

SATURDAY, MARCH 22, 2025	
Start of Setup:	8:00 AM
Event Start:	9:00 AM
Event Ends:	1:00 PM
Cleanup Concludes:	3:00 PM

The Event design very closely mirrors the Farmers Market held in Town on Sundays December through May. Approximately 30 vendors will participate in the market. Vendors would be permitted to load in along El Prado Park between 8:00 a.m. and 9:00 a.m. Vendors will be instructed to pull along the curb, unload their items into their designated space, and park before coming back to fully setup their space. Load out would take place similarly between 1:00 p.m. and 3:00 p.m. Vendors will be instructed to pack as much of their space as possible before retrieving their cars so make the load out process as efficient as possible.

No special parking requests for vendors or attendees have been made so parking will operate per normal Town standards.

A DJ is intended to play background music at the Event and will operate within the parameters outlined in Chapter 13-6 of the Town's code. The Applicant is requesting to use Town's electric for this vendor. Applicant requests waiver of the \$50 electrical fee.

Marketing & Signage:

- The Applicant is requesting Town support in including the event in the weekly Town Topics e-blasts that go out each Thursday.
- The Applicant is requesting permission to place yard signs near the Event site directing people to El Prado Park.

The Applicant has paid the \$250 application fee for applications submitted within 60 days of the event date.

Recommendation: Staff recommends approval of the Special Event Application with the conditions outlined in the event permit which includes waiving the electrical fee (**Exhibit 3**).

Exhibits:

1. Special Event Application ZENPIKE Mindful Market 032225
2. LBTS Permit_Zenpike Mindful Market 03.22.25



SPECIAL EVENT APPLICATION

We are thrilled you are interested in hosting your event with the
Town of Lauderdale-By-The-Sea!

PRIVATE EVENT	SPECIAL EVENT
Application due at least 30 days prior to event date	Application due at least 60 days prior to event date
Event anticipates 25 guests or more	Any event being advertised to the general public.
NOT being advertised to the general public	

Late application fees will apply if submitted within the designated submission window.

Special Event Applications must go before the Commission for final approval. You will be notified when your application has been approved by staff and has been assigned to a commission meeting agenda. While not mandatory, attendance at your designated meeting is recommended.

This application can be found on our website at www.lbts-fl.gov/town/docs.htm. We ask that you please complete the application and return to events@lbts-fl.gov.

An application is considered complete when:

- All applicable sections of the application are completed.
- Detailed site map is included.
- Application fee of \$125* has been paid (*or late fee if applicable).

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 with your application.

Please keep in mind – Turtle Nesting Season runs March 1st through October 31st. If any activities are to take place on the sand, the Event organizers shall ensure a minimum buffer of 10 feet is kept clear around any marked turtle nests, or any areas that appear to be a new nest. All activity is to stay away from active nests. No holes are to be dug in the sand west of the high tide line.

For any questions, please reach out to the Events & Marketing Manager.

We look forward to assisting you!

Katie Anderson
Events & Marketing Manager
katiea@lbts-fl.gov • 954-640-4209



SPECIAL EVENT APPLICATION

EVENT DETAILS

Name of Event: Mindful Market

New Event: X Returning Event: _____

Day(s) + Date(s) of Event: March 22, 2025

Proposed Location of Event: El Prado Park in
Lauderdale by the Sea

How many total people do you anticipate onsite at any peak time?

Participants: 35-80 Spectators: 200+ Volunteers: 5

ACTIVITY	DAY	TIME
Start of Setup:	<u>Saturday, 3/22</u>	<u>8am</u>
Start Time of Event:		<u>9am</u>
EVENT		<u>9-1</u>
End Time of Event:		<u>1 PM</u>
Cleanup Completed By:		<u>3 PM</u>

HOST OR SPONSORING ORGANIZATION

Name: Zenpike

Address: 1326 E Commercial Blvd #1142
Oakland Park, FL 33334

Is applicant a non-profit organization (501(c)(3))? X YES _____ NO

PERSON SUBMITTING APPLICATION ("Responsible Party")

Name: Kirby Monestime
Address: 5821 NE. 20th Terrace Ft. Laud. 33308
Phone: 516 557-8529 Email: contentredefinedllc@gmail.com

ON-SITE EVENT REPRESENTATIVE

☒ Same as above

Name: _____

Address: _____

Phone: _____ Email: _____

REQUEST FOR TOWN INVOLVEMENT

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

☒ YES ☐ NO

If yes, please describe:

Cross marketing of event would be appreciated. Instructions + options for help with clean up.

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 immediate termination of the source of the noise and potentially the event.

Do you plan to use amplified sound?

☒ Proposed amplified sound / speaker system

☐ Proposed live music

☐ Planned recorded music

☐ Do you require electrical connections for any of the above?

If yes, which? _____

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 or canopies larger than 120 sq. feet, multiple canopies without separation, and stages require a building permit. The use of tents or larger canopies requires approval of the Fire Marshal and are required to have building permits obtained via the LBTS building department prior to the event. Manufacturer's labels are required to be attached to tents and canopies.

Rental agencies shall provide documentation of the flame spread labeling of 25 or less submitted with the 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 your site map. Please list sizes and numbers of each:

Tents: 2135

Canopies: N/A

Stages: N/A

Bleachers: N/A

Size & Load Max: _____

UTILITIES

All utilities requirements shall be approved by the Director of Development Services and the Fire Marshal prior to application submission to the Town Commission. Depending on location of the event, electric and/or water may be available from the Town for a fee.

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.

Will any electrical equipment be installed in conjunction with the Special Event (i.e. lighting, outlets for cooking, etc.)?

YES X 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 vendor name providing the equipment.

X Electrical Power: DJ. Juan Carlos

N/A Water: _____

N/A Gas, Propane, BBQ Grills, Generators: _____

If regular power outlet, 20 AMP circuit.
Please advise if generator.
And please provide extension cord or not.
depending on location.

Fuel Storage: _____

SIGNAGE

All signage should be included in the application. Information about signage shall include location, colors, size, and number of signs. Indicate signs to be placed in any right of way that directs traffic to the event. Signage is subject to approval and shall not be installed without permission.

Are you requesting permission to erect signage for this event?

☒ YES ☐ NO

If yes, please describe: we can provide artwork and will follow similar signage as farmer's market to instruct to Prado Park. 3-4 lawn signs.

RESTROOMS

Permit holder is required to obtain written approval from Town establishment if said establishment is allowing participants to use their restroom facilities.

Number of additional Town restrooms being provided:
(Please include on site plan)

N/A as long as restrooms are available per above.

TRAFFIC CONTROL / STREET CLOSURES

Street closures may be required at the Permit Holder's expense.

Are you requesting that any public streets be closed for the event?

☐ YES ☒ NO

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

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

☒ YES ☐ NO

If yes, please indicate which and how many spaces are being requested:

All parking fees are to be paid at least 30 days prior to the event.

please let us know cost for spots
Since we are a non-profit we are on a tight budget.
we will need to "buy" 2 spots for food trucks.

VEHICLES

Are you requesting permission to drive or park on Town grounds?

_____ YES ☒ NO

If yes, please indicate the type(s) of vehicles, locations, and times that are being requested:

Permit Holder shall be responsible for any damage to Town property.

OFF DUTY POLICE / CODE COMPLIANCE OFFICERS

Off duty police are required, at the Permit Holder's expense, for street closures, events with alcohol or large crowds, as determined by the Broward Sheriff's Office. Large events may require a Code Compliance officer to ensure compliance with Town's codes.

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

_____ YES ☒ NO

Do you anticipate needing code compliance officers for your event?

_____ YES ☒ NO

ALCOHOL

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

Are you planning on selling alcoholic beverages at the event?

Please note beverage stations on site map.

_____ YES ☒ NO

If yes, has a liquor permit been obtained by the State of Florida?

_____ YES ☒ NO

Contact information for all license holders who will be providing alcohol:

FEES

Are there any fees or donations that will be collected on site from participants or spectators?

☒ YES ☐ NO

If yes, please describe:

Vendor participation donation \$100/20

CONCESSIONS

Are you planning to have any kind of concessions? ☒ YES ☐ NO

If yes, has the Florida Health Department approved the food vending site plans?

☐ YES ☒ NO

Please advise when this is required.

Is the food provided by a nonprofit organization? ☐ YES ☒ NO

Is the food: ☐ Free of charge? ☒ For sale?

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

we will ask.

Please list the type(s) of food that will be served:

organic juice, acai bowls, salads, tea, vegan desserts.

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

☐ Charcoal Grills

☐ Fryers

☐ Open Fires

☐ Propane Grills

☐ Smokers

☐ Hoods

☐ Concession Trailers

☐ Warmers

☐ LP Tanks

☐ Sterno

☐ Refrigerators

☐ Other:

N/A.

SALE OF MERCHANDISE

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

☒ YES ☐ NO

If yes, please describe:

vendor sales of candles, crystals + mindful products i.e. gifts / books.

ANIMALS

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

Are animals included in your event? ☐ YES ☒ NO

If yes, please describe: _____

FIREWORKS

Fireworks require a separate approval process and application.

Are you requesting approval to discharge fireworks at the event?

☐ YES ☒ NO

RIDES

Rides or other amusement may require a State of Florida inspection. Copies of contracts with any providers of rides, mechanical devices, and amusements shall be submitted to the Town at least 30 days prior to the event.

Are rides included in your event? ☐ YES ☒ NO
(i.e. mechanical, electrical, inflatable, bounce houses, slides, etc.)

If yes, please describe: _____

VENDORS

A list of all vendors with the company name is required for initial approval and a final list is required at least 30 days prior to event and subject to approval (please add on a separate page).

FIRE WATCH / EMS ONSITE

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

I understand that Fire Watch or EMS Services may be required at the Event's expense

Initial:  _____

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. To help reduce the threats caused by balloons, I agree that there will be no balloons at this event and that I have been informed that the release of balloons is illegal under Florida Statute 379.233. 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.

Initial: 

INSURANCE

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

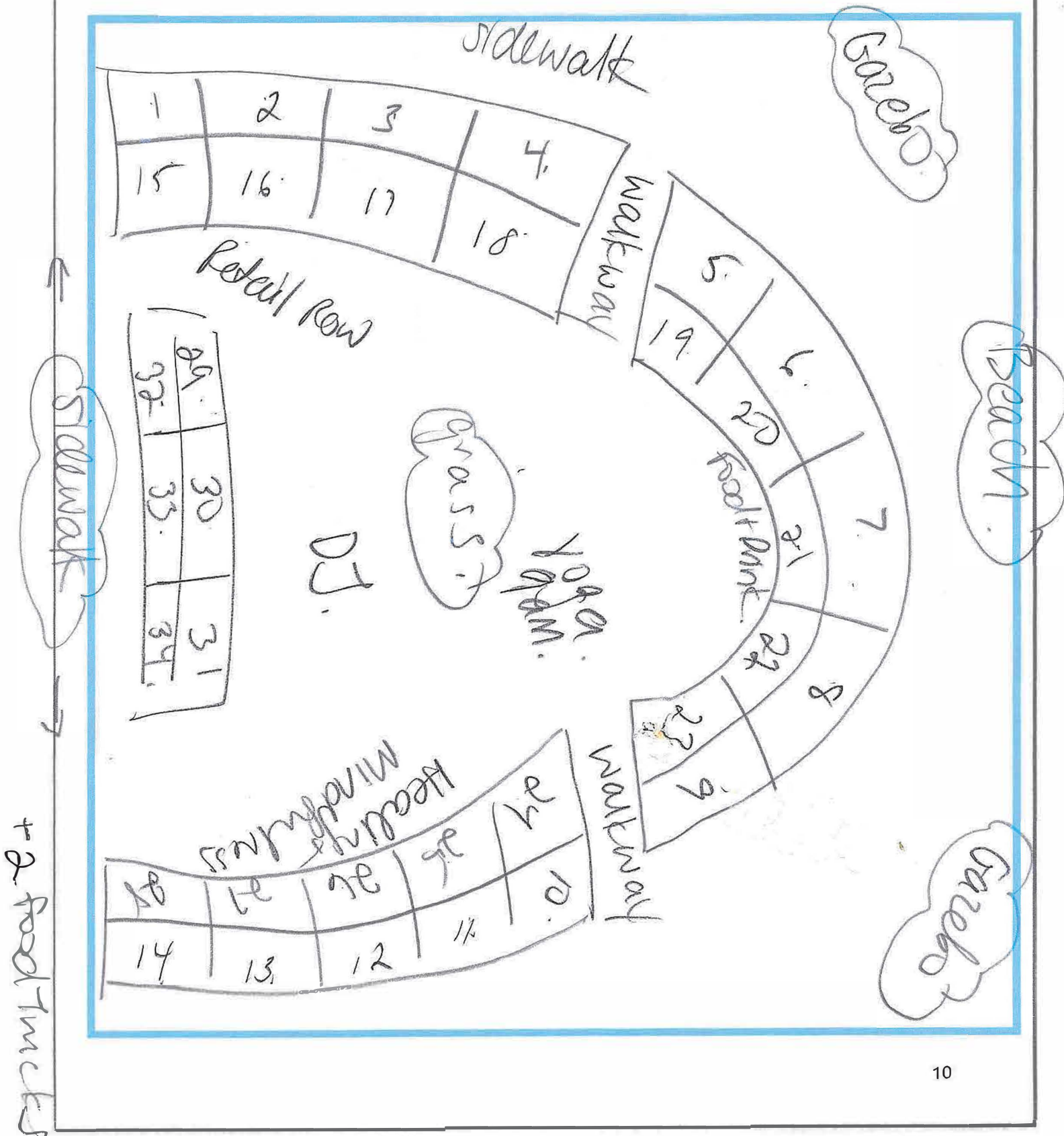
For events not serving alcohol and without fireworks, the Applicants shall provide a Certificate of Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty days' 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 to the Town at least 30 days prior to the event date.

DETAILED SITE PLAN

A detailed map of the event site identifying locations of each of the items mentioned in the above application must be drawn or attached here with your application submission.



PERMISSION OF THE PROPERTY OWNER

Applicant's and Property Owners 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): 	Property Owner's Signature (required): _____
Date: _____	Date: _____
Applicant (Print information below)	Property Owner (Print information below)
Name: _____	Name: _____
Title: _____	Title: _____
Organization: _____	Organization: _____
Telephone: _____	Telephone: _____
Email: _____	Email: _____
STATE OF FLORIDA:	STATE OF FLORIDA:
COUNTY OF BROWARD:	COUNTY OF BROWARD:
SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by _____ who is personally known to me / provided _____ as identification and who did / did not take an oath.	SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by _____ who is personally known to me / provided _____ as identification and who did / did not take an oath.
My Commission Expires: _____	My Commission Expires: _____
_____ Notary Public, State of Florida	_____ Notary Public, State of Florida

APPLICANT'S CERTIFICATION

By signing this event application, the petitioner agrees to all terms, conditions, and indemnifications 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 for park use and the information provided in this application is complete to the best of my knowledge.


Applicant's Signature

1.6.25
Date

Kirby Monestone
Applicant's Printed Name

516.557-8529
Telephone



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

PERMIT HOLDER INFORMATION

NAME / ORGANIZATION:	Zenpike	REPRESENTATIVE:	Kirby Monestime
STREET ADDRESS:	5821 NE 20 th Terrace	CITY, STATE, ZIP:	Fort Lauderdale, FL 33308
PHONE NUMBER (S):	(516) 557-8529	EMAIL:	contentredefinedllc@gmail.com

DATE AND LOCATION OF EVENT

TYPE OF EVENT:	Market	DATE(S) OF EVENT:	Saturday, March 22, 2025
HOUR(S) OF EVENT:	9:00 a.m. – 1:00 p.m.	ADDRESS / LOCATION OF EVENT:	El Prado Park

DESCRIPTION OF EVENT:

Health & Wellness Market

SATURDAY, MARCH 22, 2025	
Start of Setup:	8:00 a.m.
Event Start:	9:00 a.m.
Event Ends:	1:00 p.m.
Cleanup Concludes:	3:00 p.m.

SPECIAL CONDITIONS

The EVENT was approved by Town Commission on February 11, 2025 with the following conditions:

1. All applicable fees pertaining to this event have been paid– \$250 application fee submitted within 60 days of event date.
2. Marine Turtle Protection: If any of the activities take place on the beach sand, the Event organizers shall ensure a minimum buffer of 10 feet is kept clear around any marked sea turtle nests, or any areas that appear to be a new nest. All proposed event activities will stay clear of all active nests. No activities adjacent to a nest that might directly or indirectly disturb the area within the staked circle. No holes are to be dug in the sand west of the high tide line.
3. Road Closures, Lane Closures, and Parking Spaces:
 - a. Parking will operate according to normal parking regulations.



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

4. Setup:
 - a. Tables, chairs, stage, equipment, etc. shall not interfere with pedestrian walkways, ingress or egress.
 - b. Sidewalks next to the Event site and within the Event shall remain open and clear for pedestrian traffic.
 - c. The Event shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered to not pose a hazard to the public or event staff.
 - d. Permit holder has permission to utilize Town electric during the event.
 - e. Vendor load in / load out will take place in the outside lane of Northbound El Mar Drive. Vendors will be permitted to load in between 7:00 a.m. and 8:00 a.m. Load out will take place between 1:00 p.m. and 3:00 p.m. Vendors will be instructed to load in / load out as efficiently as possible.
5. Broward Sherriff Office (BSO):
 - a. BSO shall specify the number of detail officers needed for traffic and crowd control. The Permit Holder shall contract with BSO directly for the necessary BSO personnel within ten (10) days of receiving event approval.
 - b. BSO shall approve the Event's traffic plan, if one is required.
6. Signage & Marketing
 - a. Permit holder is permitted to place up to 15 directional yard signs near the Event site.
 - b. Town will include event promotion in the weekly Town Topics e-blasts on the dates leading up to the Event.
7. The Event and its approved sound systems will be operated so as not to violate the Town's code, including section 13-6, Noise Limitation.
8. A clean up deposit may be imposed, based on the final Site Plan, and due two weeks prior to the Event. Clean up fee starting at \$150 will be charged if the area is not cleaned to the Town's standards by 3:00 p.m. the day of the Event.
9. Final Site Plan must be presented to Town Staff for approval at least 48 hours in advance of the Event. The Permit Holder shall arrange for an inspection of the event site to occur two hours before the start of the event. This inspection shall include Town's Event Manager or designee, and the Event's dedicated on-site representative for the purpose of ensuring the event is organized in a safe manner.
10. The cost of any inspections or work required by Town Staff after normal working hours will be billed to the Event and must be paid within two weeks of invoice date.
11. Insurance:
 - a. At least thirty (30) days prior to the Event, the Permit Holder shall provide a Certificate of Liability written in comprehensive form naming the Town as additional insured in the amount of:



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

- \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury; and
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty (30) days written notice for cancellation
- 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 will provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any event, the EVENT will be held responsible for providing the Town notice of any change in insurance coverage. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement will be issued as part of any required policies. Failure to comply with these requirements will justify a denial, suspension or revocation of the requested approval by the Interim Town Manager or designee.
12. In the event that control of any applicable event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Event (the "Subcontractor"), the Subcontractor shall be required to meet the insurance and indemnification requirements of set forth in the Permit and this Approval, under which the EVENT is applying, as if they were the Event and will be held responsible for compliance with the Town Code as if the Subcontractor for the Event.
13. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for the 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.
14. The Event shall owe no monies to the Town at the time of the event or have any code citations or violations. There shall be no code violations or monies due such as fines, fees, taxes or other charges, permits or licenses outstanding or owed to the Town by the current or past property owners or operators of the Event unless all monies due are paid, permits/paperwork received, and code issues resolved 14 days prior to the Event.
15. The Town Manager may suspend permission for this event or require changes in the site plan due to conflicting activities, failure of the Event to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.
16. The Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special events if deemed necessary by the Town or upon the EVENT proposing a valid reason.

TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

17. Permission for the Event may be suspended or modified by the Commission, Town Manager, or designated Staff.
18. The Town Manager or onsite Town representative may terminate the Event or Event's participation due to the Event not complying with the terms and conditions of the Town's event permit, for health or other safety reasons.
19. If any Condition is not met by the EVENT, the Town may charge a \$500 fee for each occurrence of a violation of these Conditions.

DOCUMENTS AND PERMITS REQUIRED

Insurance provided.

SIGNATURES REQUIRED

PERMIT HOLDER: I agree to comply with all conditions of this permit	
SIGNATURE OF PERMIT HOLDER:	DATE:
KIRBY MONESTIME PRINTED NAME	

TOWN REPRESENTATIVE:
SIGNATURE: _____ DATE: _____ KATIE ANDERSON, EVENTS & MARKETING MANAGER PRINTED NAME & AFFILIATION TO EVENT

TOWN REPRESENTATIVE:	
SIGNATURE:	DATE:
COURTNEY EASLEY, ASSISTANT TO TOWN MANAGER PRINTED NAME & AFFILIATION TO EVENT	



Town Commission Agenda Item Report

Meeting Date: February 11, 2025

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Action Item

Agenda Section: NEW BUSINESS

Subject Title: Resolution 2025-15 : A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SELECTING DECKARD TECHNOLOGIES, INC., FOR SHORT-TERM RENTAL MONITORING SOFTWARE SERVICES PURSUANT TO REQUEST FOR PROPOSAL NO. 2024-09-01; AUTHORIZING THE TOWN MANAGER TO EXECUTE A MULTI-YEAR AGREEMENT IN AN AMOUNT NOT TO EXCEED \$120,873.18; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: Background: The Town of Lauderdale-By-The-Sea issued **RFP No. 2024-09-01 (Exhibit 1)** to acquire an advanced short-term rental (STR) monitoring software that enhances compliance enforcement, data accuracy, and rental activity tracking. Three bids were submitted and reviewed by the committee, and after a competitive evaluation process, Deckard Technologies was identified as the most effective and reliable solution for the Town's needs. Bids were also received from GovOS and Avenu Insights who ranked second and third respectively in the bid review process. Information for both GovOS and Avenu Insights is available upon request.

Evaluation & Selection Process: The proposals were assessed based on technical expertise, real-time data capabilities, integration with Town systems, compliance enforcement tools, and cost-effectiveness. Although each submitter met the criteria of the RFP, Deckard Technologies (**Exhibit 2**) ranked the highest in these critical categories for the following reasons;

Justification for Selecting Deckard Technologies:

1. Data Accuracy & Real-Time Monitoring

- **AI-Powered STR Tracking:** Rentalscape, Deckard's proprietary platform, continuously monitors 10,000+ websites daily, ensuring complete oversight of short-term rental activity.
- **Industry-Leading Address Identification:** Rentalscape provides precise address matching, reducing duplicate entries and improving accuracy.
- **Daily Calendar Monitoring:** Deckard identifies future bookings as soon as they are

made, allowing for proactive enforcement before violations occur.

2. Proven Success in Florida & Beyond

- Deckard Technologies has over 300 government clients, including Holmes Beach, Hallandale Beach, Monroe County, and Sunny Isles Beach. Phone calls were made by Staff to some of Deckard's clients. Only positive reviews of the technology were received.
- South Padre Island Case Study: Compliance rates improved from 72% to over 92% in just six months using Deckard's monitoring platform.

3. Strong Compliance & Enforcement Capabilities

- Automated Violation Detection: Rentalscape flags properties violating Town ordinances, helping enforcement officers take immediate action.
- Targeted Outreach Campaigns: Deckard's automated letter campaigns increase registration compliance by over 50% within six months.
- Integration with Broward County Parcel Data: Ensures that every STR listing is linked to an exact property address and tax record.

4. Comprehensive Reporting & Analytics

- Customizable Reports: Track rental revenue, occupancy rates, and compliance violations.
- Real-Time Alerts: Get notifications for new STR listings, unlicensed activity, and regulation changes.
- GIS Integration: Rentalscape provides map-based visualization of rental properties for easy enforcement.

5. Cost-Effective Solution with No Hidden Fees

- Competitive Pricing: Year 1 cost: \$21,875 (Base STR monitoring, compliance enforcement, and outreach tools included) in an amount not to exceed \$120,873.18 for five years.

Conclusion: By selecting Deckard Technologies, the Town will implement an advanced, AI-driven Short Term Rental compliance platform that enhances regulatory enforcement and improves compliance rates. Deckard's proven success, advanced data tracking, and cost-effective pricing make them the best choice for the Town. The request is within budget as the Town's FY25 budget includes \$30,000 for vacation rental software in account 001-524000-500345.

Recommendation: Approve Resolution 2025-15 awarding RFP No. 2024-09-01 to Deckard Technologies and authorizing the Town Manager to execute the necessary contract documents (**Exhibit 3- Resolution and Contract**).

Exhibits:

1. Exhibit 1- Vacation Rental RFP Bid Announcement

2. Exhibit 2- Deckard Technologies RFP BID
3. Resolution 2025-15 Awarding An Agreement To Deckard Technologies, Inc., For Short-Term Rental Monitoring Software Services
4. Deckard Technologies Inc. For Short-term Rentals Monitoring Services

LAUDERDALE BY•THE•SEA



REQUEST FOR PROPSAL No. 2024-09-01

Vacation Rental/ Short Term Rental Monitoring Software

RFP OPENING: September 2, 2024, 11:00 A.M.

Town Hall
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
REQUEST FOR PROPOSALS NO. 2024-09-01

The Town of Lauderdale-By-The-Sea, Florida invites qualified firms to submit proposals to provide:

Vacation Rental/Short Term Rental Monitoring Software

The Town intends to award a contract to a firm(s) to provide services necessary for the project (the "Project") described herein.

The Town of Lauderdale-By-The-Sea, Florida (the "Town") will receive sealed proposals until 11:00 A.M. (local), September 23, 2024, in Town Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

See Part II, Section H, for information regarding submitting a proposal.

The Town's contact information for this RFP is:

Katrina Adler, Town Clerk
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4201
Fax: 954-640-4236
Email: TownClerk@lbts-fl.gov

RFP documents may be obtained via the Internet at the Town of Lauderdale-By-The-Sea website at www.lauderdalebythesea-fl.gov or on www.Demandstar.com. If you do not have internet access, you may obtain the documents by contacting the Town Clerk.

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

Vacation and Short-Term Rental Software
Town of Lauderdale-By-The-Sea RFP No. 2024-09-01
Part I – Statement of Work

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Vacation and Short-Term Rental Software
Town of Lauderdale-By-The-Sea RFP No. 2024-09-01
Part I – Statement of Work

PART I - STATEMENT OF WORK

A. OBJECTIVE

The Town of Lauderdale-By-The-Sea is a seaside community with a permanent population of about 6,500 that increases to about 13,000 during the winter season.

The Town of Lauderdale-By-The-Sea seeks proposals from qualified vendors for a three (3) year agreement with three (3) one (1) year extensions to provide the Town with a comprehensive Vacation Rental Management Software (VRMS) solution. The objective of this RFP is to select a vendor capable of delivering a system that meets the Town's needs for managing vacation rentals, ensuring compliance with local regulations, and enhancing operational efficiency.

B. GENERAL INFORMATION

Lauderdale-By-The-Sea, Florida is a seaside community just north of Fort Lauderdale with a permanent population of 6,500 residents. Although small in population, the Town is a popular tourist destination with a significant number of vacation rental properties. The Town seeks to implement a software solution to streamline the management of these rentals, including but not limited to licensing, monitoring, compliance, and reporting. The chosen software should help the Town manage and monitor vacation rental activities while ensuring that all properties comply with local regulations.

C. SCOPE OF WORK

The vendor shall provide the Town with the following guidelines:

- 1) Compliance Monitoring:
 - a. Monitor properties for compliance with local laws and regulations.
 - b. Provide tools to enforce non-compliance, including fines and penalties.
- 2) Reporting and Analytics:
 - a. Generate reports on rental activities, compliance status, revenue, and more.
 - b. Support ad hoc reporting and data export capabilities.
- 3) Communication Portal:
 - a. Facilitate communication between the Town, property owners, and renters.

Vacation and Short-Term Rental Software
Town of Lauderdale-By-The-Sea RFP No. 2024-09-01
Part I – Statement of Work

- b. Provide automated notifications for license renewals, inspections, and violations.
- 4) Integration Capabilities:
 - a. Ability to integrate with existing town systems (e.g., GIS, Laserfiche, etc.).
 - b. APIs for seamless data exchange with third-party applications.
- 5) User Access and Security:
 - a. Provide role-based access controls.
 - b. Ensure data security and compliance with relevant privacy laws.
- 6) Support and Maintenance:
 - a. Ongoing technical support and software updates.
 - b. Training for Town staff on the software's usage.

D. TECHNICAL REQUIREMENTS

1. The proposer shall be authorized to do business in Florida and Broward County.
2. The business shall have successfully managed a program of similar services for a minimum of three (3) years.
3. The successful proposer shall provide all labor, equipment, and materials necessary for the performance of the requested services as outlined in this RFP.
4. The proposer must have past contracts with other governmental jurisdictions for a similar project and submit those contracts with the proposal, if requested.
5. The proposer must have and provide references for previous clients where similar projects have been implemented.
6. The proposer must provide a history of meeting required time frames and deadlines.
7. The proposer must provide a detailed timeline and anticipated approach to the project.
8. The proposer's software offering must be a web-based solution.
9. The proposer's software must provide end-users the ability to edit and save their own search parameters.
10. The proposer's software must be able to search by address, parcel id number or owner information.
11. The proposer's software should have the ability to integrate with Microsoft Exchange.
12. The proposer's software must be able to place warnings, holds and restrictions on a record.
13. The proposer's software must have the ability to link to browse recently viewed records.

Vacation and Short-Term Rental Software
Town of Lauderdale-By-The-Sea RFP No. 2024-09-01
Part I – Statement of Work

14. The proposer's software must be able to view and link to all related records.
15. The proposer's software must have the ability to enter notes and export case history.
16. The proposer's software must be able to customize workflow according to the Town's business process.
17. The proposer's software must be able to attach photos to a case.
18. The proposer's software must provide ongoing monitoring of multiple vacation rental and short-term rental websites including but not limited to AirBnB, Homeaway, Booking.com, FlipKey and Expedia for unlicensed activity parameters established by the Town's code.
19. The proposer's software must be able to provide updated listing activity at least once per week, screenshot activity of every listing and account for duplication of listings into unique rental units.
20. The proposer's software must be able to provide up-to-date information for each identified rental unit and the status of compliance for each unit.
21. The proposer's software must have the ability to configure letter templates with the Town's branding on its letterhead.

E. *INSURANCE AND LICENSES*

The successful Proposer shall maintain in full force and effect throughout the contract: (a) insurance coverage reflecting the minimum amounts and conditions required by the Town, and (b) any required licenses.

- 1. Comprehensive General Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$2,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractor's coverage.
- 2. Workers' Compensation Insurance** – Statutory.
- 3. Comprehensive Automobile Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; \$1,000,000 Hired & Non-Owned Auto Liability.
- 4. Professional Liability** – Please indicate if you carry Professional Liability Insurance and, if so, in what amount.

END OF PART I

Vacation Rental and Short-Term Rental Software
Town of Lauderdale-By-The-Sea RFP No. 2024-09-01
Part II –General Information

PART II: RFP GENERAL INFORMATION

A. DEFINITIONS

For the purposes of this Request for Proposals (RFP): **Proposer** shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFP. **Town** shall mean the Town of Lauderdale-By-The-Sea, Town Commission or Town Manager, as applicable, and any officials, employees, agents and elected officials.

Contact information for the purpose of this RFP shall mean:

Katrina Adler, Town Clerk
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4201
Email: townclerk@lbts-fl.gov

B. INVITATION TO PROPOSE; PURPOSE

The Town solicits proposals from responsible Proposers to perform work for or provide goods and/or services to the Town as specifically described in Part I, Statement of Work.

C. CONTRACT AWARDS

The Town Commission anticipates entering into a contract contingent on budget approval for the 2025 fiscal year with the Proposer who submits the proposal judged by the Town to be most advantageous to us. The Town anticipates awarding one contract, but reserves the right to award more than one contract if in its best interest. If the Town selects a Proposal, the Town will provide a written notice of the award.

The Proposer understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the Proposer. A contract or agreement is not binding until a written contract or agreement has been approved as to form by the Town Attorney and has been executed by both the Town (with Commission approval, if applicable) and the successful Proposer.

D. PROPOSAL COSTS

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

E. INQUIRIES

Vacation Rental and Short-Term Rental Software
Town of Lauderdale-By-The-Sea RFP No. 2024-09-01
Part II –General Information

The Town will not respond to oral inquiries. Proposers may e-mail inquiries for interpretation of this RFP to the attention of the Town Clerk. Please mark the correspondence “RFP No. 2024-09-01 QUESTION”.

The Town will respond to written inquiries received at least 7 working days prior to the date scheduled for receiving the proposals. The Town will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the Town will email, mail or fax written addenda to any potential Proposer who has provided their contact information to the Clerk. Although the Town will try to notify each prospective Proposer of the addendum, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

F. DELAYS

The Town may postpone scheduled due dates in its sole discretion. The Town will attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

G. PRE-PROPOSAL MEETING Pre-proposal meetings are available and encouraged to be scheduled prior to response submission.

H. PROPOSAL SUBMISSION

Proposers shall submit one (1) original hard copy of the proposal in a sealed, opaque package in person or by mail OR a sealed bid via DemandStar. Submissions shall be clearly marked on the outside as follows:

To: Town of Lauderdale-By-The-Sea
RFQ No. 2024-09-01
Project: Continuing Professional Services
Submitted by: _____
Address: _____
Telephone: _____
Email: _____

Proposer shall also submit one electronic copy via email to townclerk@lbts-fl.gov the email shall be titled:

RFP No. 2024-09-01
Project: Vacation Rental/ Short Term Rental Software

Late submittals, additions, or changes will not be accepted and will be returned to the bidder unopened.

Vacation Rental and Short-Term Rental Software
Town of Lauderdale-By-The-Sea RFP No. 2024-09-01
Part II –General Information

Due to the irregularity of mail service, the Town cautions Proposers to ensure actual delivery of proposals to the Town prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling the Office of the Town Clerk before proposal opening time. Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the opening. Proposals, once opened, become property of the Town and will not be returned.

I. PROPOSAL FORMAT

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified herein. Unless otherwise specified, Proposers shall use the proposal forms provided by the Town herein. These forms may be duplicated, but failure to use the forms may cause your proposal to be rejected. Any erasures or corrections on the form must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or completed in ink. Proposals shall be signed in ink when submitted in person. When an RFP requires multiple copies, they may be included in a single envelope or package properly sealed and identified. Electronic submissions are also accepted and must be signed digitally.

All proposals shall be submitted as specified in this RFP. Any attachments shall be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals lacking this reference may be considered to have no reference material included in the additional documents.

Proposers shall prepare their proposals using the following format:

1. Letter of Transmittal

This letter will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to provide its services on behalf of the Town. The letter must name all the persons authorized to make representations for or on behalf of the Proposer, and must include their titles, addresses, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the Proposer must sign the letter of transmittal.

2. Title Page

The title page shall show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the RFP No. and the Project name.

3. Table of Contents

Include a clear identification of the material by section and by page number.

Vacation Rental and Short-Term Rental Software
Town of Lauderdale-By-The-Sea RFP No. 2024-09-01
Part II –General Information

4. Organization Profile and Qualifications

This section of the proposal must describe the Proposer, including the size, range of activities, and experience providing similar services.

Each Proposer must include:

- Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.
- Resumes and professional qualifications of all primary individuals and identify the person(s) who will be the Town's primary contact and provide the person(s') background, training, experience, qualifications and authority.
- Completed RFP Forms A, B, C, and D. All RFP forms are included as exhibits to this document.

5. Experience

The Proposer must describe its expertise in and experience with providing goods and/or services similar to those required by this RFP. Describe previous experience relating to the Scope of Work requested in this RFP. Has the firm worked for other governmental entities, particularly municipalities? If so, please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishments for each.

6. Approach to Providing Services

This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach, activities and work products to be provided.

7. Compensation

The proposal shall document the fee proposal for the goods and/or services on RFP Form C.

8. Additional Information

Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the proposal.

Vacation Rental and Short-Term Rental Software
Town of Lauderdale-By-The-Sea RFP No. 2024-09-01
Part II –General Information

J. PROPOSAL – Procedural Information

1. Interviews:
The Town reserves the right to conduct personal interviews or require presentations prior to selection. The Town is not responsible for any expenses which Proposers may incur in connection with a presentation to the Town or related in any way to this RFP.
2. Request for Additional Information:
The Proposer shall provide such additional information as the Town may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation. Failure to provide additional information requested may result in disqualification of the proposal.
3. Proposals Binding:
All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following opening. Town may desire to accept a proposal after this time. In such case, Proposer may choose not to continue to honor the proposal terms.
4. Alternate Proposals:
An alternate proposal is viewed by the Town as a proposal describing an approach to accomplishing the requirements of this RFP which differs from the approach set forth in the solicitation. An alternate proposal may be a second proposal submitted by the same Proposer, which differs in some degree from the prior proposal or from this RFP. Alternate proposals may be in the area of technical approach, or other provisions or requirements of this RFP. The Town will, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the Town's best interest.
5. Proposer's Certification Form:
Each proposer shall complete the "Proposer's Certification" form included as RFP Form D and submit the form with the proposal. This form must be acknowledged by a witness who is present during the form's signing.

K. PUBLIC RECORDS

Proposals are public documents and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the Proposer's responsibility to become familiar with these concepts. The contract will include a provision wherein the Proposer releases and agrees to defend, indemnify, and hold harmless the Town and the Town's

Vacation Rental and Short-Term Rental Software
Town of Lauderdale-By-The-Sea RFP No. 2024-09-01
Part II –General Information

officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records. By statute, the contract will also contain the following clauses:

Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Town. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Manager, at no cost to the Town, within seven (7) days of termination of this Agreement. 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. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

L. IRREGULARITIES; REJECTION OF PROPOSALS

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental

Vacation Rental and Short-Term Rental Software
Town of Lauderdale-By-The-Sea RFP No. 2024-09-01
Part II –General Information

jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

M. EVALUATION METHOD AND CRITERIA

1. General The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The Town reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including shareholders, principals and senior management, before making an award. Awards, if any, will be based on both an objective and subjective comparison of proposals and Proposers. The Town's decisions will be final. The Town's evaluation criteria may include, but shall not be limited to, consideration of the following:
 - A. ability to meet set standards;
 - B. availability of qualified personnel
 - C. compensation.
 - D. expertise of personnel;
 - E. financial resources and capabilities;
 - F. past contracts with other governmental jurisdictions;
 - G. past performance records;
 - H. qualifications of Proposer;
 - I. references;
 - J. related experience in Florida;
 - K. technical soundness of proposal; and,
 - L. time frames.
2. Selection
The Town Manager or designee may conduct the selection process, or at the option of the Town Manager, it may be referred to a selection committee (the "Committee"). Either the Town Manager or designee or the Committee will review all proposals received and establish a list of selected Proposers deemed to be the most qualified to provide the service requested based in part on the criteria set forth above. The Town Manager or designee may submit a recommended firm or a "short list" or a combination of a recommended firm and the "short list" to the Town Commission and the Town Commission shall make a final award. The Town Manager or designee may request oral presentation from the Proposers. Proposers are advised that the Town reserves the right to conduct negotiations with the most qualified Proposer but may not do so. Therefore, each Proposer should endeavor to submit its best proposal initially.

N. REPRESENTATIONS AND WARRANTIES

Vacation Rental and Short-Term Rental Software
Town of Lauderdale-By-The-Sea RFP No. 2024-09-01
Part II –General Information

In submitting a proposal, Proposer warrants and represents that:

1. Proposer has examined and carefully studied all data provided, and any applicable Addenda; receipt of which is hereby acknowledged.
2. Proposer has visited the relevant site, if any, and is familiar with and satisfied as to the general, local and “site” conditions that may affect cost, progress, and performance of goods and/or services in their proposal.
3. Proposer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the goods and/or services in their proposal.
4. If applicable, Proposer has obtained and carefully studied (or assumes responsibility for having done so) all documents available related to the subject of the RFP and performed any examinations, investigations, explorations, tests, studies and data concerning conditions that may affect cost, progress, or performance of the goods and/or services that relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Proposer, including safety precautions and programs incident thereto.
5. Proposer has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in this RFP and any addenda thereto, and the written resolution thereof by the Town is acceptable to Proposer.
6. The RFP is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal that is submitted.
7. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the Town has any interest, financially or otherwise, in the RFP or contract.

O. Town Contract

The selected Proposer is expected to execute the Town’s standard professional services contract, in the form approved by the Town Attorney. The contract will contain the following clauses required by Town Code, and all vendors are expected to comply with these requirements:

No officer or employee of the Town of Lauderdale-By-The-Sea, Florida, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Vacation Rental and Short-Term Rental Software
Town of Lauderdale-By-The-Sea RFP No. 2024-09-01
Part II –General Information

No vendor shall give, solicit for, deliver, or provide a campaign contribution directly or indirectly to a candidate or to the campaign committee of a candidate for the offices of Mayor or Commissioner.

End of Part II

RFP FORM A

Proposer: _____

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is:
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail.
3. The address of the principal place of business is:
4. Company telephone number, and e-mail addresses:
5. Number of employees:
6. Name of employees to be assigned to this Project:
7. Company identification numbers for the Internal Revenue Service:
8. Provide Broward County occupational license number, if applicable, and expiration date:
9. How many years has your organization been in business? Does your organization have a specialty?
10. List the last three projects of this nature that the firm has completed? Please provide project description, reference and cost of work completed.
11. Have you ever failed to complete any work awarded to you? If so, where and why?

Lauderdale-By-The-Sea RFP No. 2024-09-01

12. Provide the following information concerning all contracts **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

13. Provide the following information for any sub-consultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed

The foregoing list of sub-consultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFP Form B

Proposer: _____

REFERENCE FORM

Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Give names, addresses and telephone numbers of five individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact _____
Title of Contact _____
Telephone Number: _____ Email Address _____
2. Name of Contact _____
Title of Contact _____
Telephone Number: _____ Email Address _____
3. Name of Contact _____
Title of Contact _____
Telephone Number: _____ Email Address _____
4. Name of Contact _____
Title of Contact _____
Telephone Number: _____ Email Address _____
5. Name of Contact _____
Title of Contact _____
Telephone Number: _____ Email Address _____

RFP Form C

Proposer: _____

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

***THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.***

Name of Proposer: _____

Name of authorized representative of Proposer: _____

Instructions: Show the price/cost for each Item Description your firm will provide per the requested scope of work. Include the fees/costs associated with each proposed Item Description.

Proposer agrees to provide services below in accordance with terms, conditions and specifications contained in the RFP. Firm, fixed costs/prices quoted for all products and services in this RFP shall be deemed as cost to the Town, including travel and any other miscellaneous expenses, and no other costs to the Town will be accepted. The Total Project Cost/Price SHALL include all fees and reimbursements for out-of-pocket costs.

By: _____

Date: _____

Name: _____

Title: _____

RFP FORM D

Proposer: _____

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under

Lauderdale-By-The-Sea RFP No. 2024-09-01

oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business

By:

Signature

Print Name and Title

Mailing Address

Witness:

By:

Signature

Print Name

RFP FORM A

Proposer: _____

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is:
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail.
3. The address of the principal place of business is:
4. Company telephone number, and e-mail addresses:
5. Number of employees:
 1. Name of employees to be assigned to this Project:
 2. Company identification numbers for the Internal Revenue Service:
 3. Provide Broward County occupational license number, if applicable, and expiration date:
 4. How many years has your organization been in business? Does your organization have a specialty?
 5. List the last three projects of this nature that the firm has completed? Please provide project description, reference and cost of work completed.
 6. Have you ever failed to complete any work awarded to you? If so, where and why?
 7. Provide the following information concerning all contracts **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

8. Provide the following information for any sub-consultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed

The foregoing list of sub-consultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFP Form B

Proposer: _____

REFERENCE FORM

Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Give names, addresses and telephone numbers of five individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact _____

Title of Contact _____

Telephone Number: _____ Email Address _____

2. Name of Contact _____

Title of Contact _____

Telephone Number: _____ Email Address _____

3. Name of Contact _____

Title of Contact _____

Telephone Number: _____ Email Address _____

4. Name of Contact _____

Title of Contact _____

Telephone Number: _____ Email Address _____

5. Name of Contact _____

Title of Contact _____

Telephone Number: _____ Email Address _____

RFP Form C

Proposer: _____

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

***THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.***

Name of Proposer: _____

Name of authorized representative of Proposer: _____

Instructions: Show the price/cost for each Item Description your firm will provide per the requested scope of work. Include the fees/costs associated with each proposed Item Description.

Proposer agrees to provide services below in accordance with terms, conditions and specifications contained in the RFP. Firm, fixed costs/prices quoted for all products and services in this RFP shall be deemed as cost to the Town, including travel and any other miscellaneous expenses, and no other costs to the Town will be accepted. The Total Project Cost/Price SHALL include all fees and reimbursements for out-of-pocket costs.

By: _____

Date: _____

Name: _____

Title: _____

RFP FORM D

Proposer:_____

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, nor to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business

By:

Signature

Print Name and Title

Mailing Address

Witness:

By:

Signature

Print Name

Letter of Transmittal

Docusign Envelope ID: FD752080-1787-4CEC-8986-05CB2960CC2C



www.deckard.com
1620 Fifth Ave • Suite 400 • San Diego, CA 92101

September 23, 2024

Katrina Adler, Town Clerk
4501 Ocean Drive
Lauderdale-by-the-Sea, Florida 33308

RE: Request for Proposal No. 2024-09-01 Vacation Rental/Short Term Rental Monitoring Software

Good Day Ms. Adler

In response to the Town's Request for Proposal for Vacation Rental/Short Term Rental Monitoring Software, Deckard Technologies, Inc. is pleased to submit our proposal. At Deckard, our mission is clear: to support local communities by ensuring local governments, like Lauderdale-by-the-Sea, can effectively enforce compliance, recover crucial revenue, and safeguard neighborhoods.

Deckard Technologies utilizes patented Artificial Intelligence to mine over 10,000 online listing platforms every day for short-term rental activity. We are the only company that employs in-house staff for address mapping and property verification, ensuring we provide our clients with the most accurate foundation of short-term rental data. By leveraging this technology, we help create a level playing field for both investors and homeowners, to ensure compliance and preserve the local quality of life!

We understand the complexities that come with managing short-term rentals and are committed to partnering with you to address these challenges. Here are just a few ways Deckard Technologies can deliver a comprehensive short-term rental solution tailored to the needs of Lauderdale-by-the-Sea and its citizens:

- Daily data mining of short-term rental platforms to maintain the most up-to-date and accurate database
- Registration Portal to ensure a quick and easy path to compliance
- Optional targeted outreach campaigns to ensure compliance and education
- Optional 24/7 Hot-Line & Complaint Form
- Optional Inspection Module
- A dedicated account manager to provide ongoing support for town staff and short-term rental operators

Deeply rooted in technology, Deckard helps communities like Lauderdale-by-the-Sea, streamline processes and enhance performance. With our Rentalscape platform, we eliminate manual, time-consuming tasks such as data entry, allowing your staff to focus on their core responsibilities.

After a thorough review of your solicitation, we are confident that Deckard Technologies will meet and exceed your expectations. Attached, you will find our detailed Rentalscape Proposal, outlining how our solution aligns with the Town's goals and requirements. Deckard is committed to the success of this project in Lauderdale-by-the-Sea. Authorized personnel from Deckard include:

Nickolas Del Pego – CEO - (858) 248-9492
Thomas Hemmings – CFO - (619) 501-4208

Dustin Reilich - VP of Sales - (949) 701-0501
Stacey Kurtz - SE Director of Sales - (407) 342-5029

Corporate Headquarters – 1620 Fifth Ave. Suite 400, San Diego CA 92101

Thank you for the opportunity to introduce Rentalscape to Lauderdale-by-the-Sea. We look forward to discussing how our platform can benefit your community.

Sincerely,

Thomas E. Hemmings
Chief Financial Officer
tom.hemmings@deckard.com

DocuSigned by:
A stylized, handwritten signature of Thomas Hemmings in black ink.
04F712E8F9F84B6...

Stacey Kurtz

SE Director of Sales
(407) 342-5029
stacey@deckard.com

REQUEST FOR PROPOSAL

Vacation Rental/Short Term Rental Monitoring Software

Town of Lauderdale-by-the-Sea, FL**RFP No. 2024-09-01**

September 23, 2024

**RENTALScape**

presented by

engineered by



1620 Fifth Ave • Suite 400 • San Diego, CA 92101

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Organizational Profile & Qualifications



Headquartered in San Diego, California, Deckard Technologies was founded in 2018 to support compliance within the U.S. real estate market for the public sector. Deckard leverages data science expertise to assist local governments in managing compliance activities and enforcement, particularly regarding short-term rental (STR) properties. Our technology ensures that everyone is held accountable to the same set of rules, adheres to all guidelines and ordinances, and pays their fair share of fees.

The Deckard Team - See Page 24 - has successfully implemented hundreds of Rentalscape platforms across the U.S. With over 300 clients, our customers range in size from small jurisdictions like Dalton, GA, to larger ones like Placer County (Lake Tahoe), CA; Asheville, NC; City of Savannah, GA; and Galveston, TX. Our Florida clients include Monroe, Nassau, and Seminole counties, as well as the cities of Holmes Beach, Hallandale Beach, Sunny Isles Beach, Marathon, and 14 other municipalities — with more joining all the time!

Deckard employs 87 staff members, including administrative (9.5), sales (8.5), technology (14), operations support (44), and client success and engineering (11) across all offices.

With a retention rate of 99%, our success is directly attributed to the vast knowledge and experience of our team. This 'well-oiled machine' works closely with our customers to deliver the most accurate data and the highest quality support, helping cities and counties improve compliance and increase fee revenue while preserving the quality of local life.

Rentalscape, by Deckard Technologies, tracks short-term rental activity across the internet every day. While others focus on major sites, Rentalscape continually scans the internet looking for short-term rental listings. To date Rentalscape has identified over **10,000 websites advertising short-term rentals** with new ones being discovered regularly. **A key differentiator, Deckard's Patents, protects our data mining and the analysis of the data collected to generate deep insights. No other company can match our accuracy on identifying short-term rental addresses.**

	PUB.APP.NO.	Title
2 Allowed US Patent Applications	20210103998	Identifying and validating rental property addresses
3 Pending US Patent Applications	PATENT #11741560 Issue Aug 29, 2023	Detecting and validating improper homeowner exceptions through data mining, natural language processing, and machine learning

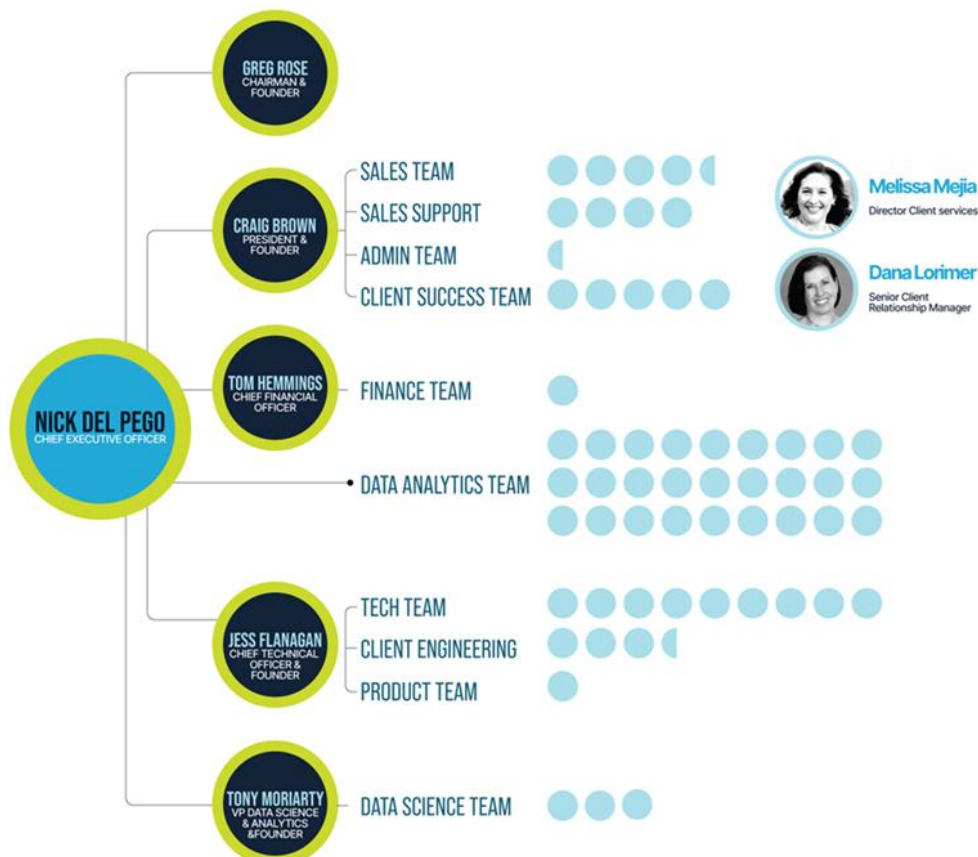
The Rentalscape platform identifies the exact address of the STR listings within the Town limits, enabling accurate display of STR activity within the Town and its community districts. Rentalscape groups listings and calculates statistics on a per-property basis. By mapping the exact location of properties, Rentalscape avoids double-counting activity. Knowing the exact location of STR properties enables more effective compliance, enforcement, fee collection, and complaint management.

Rentalscape is the only platform that displays upcoming rentals and bookings within 24 hours of the reservation being made.

In every jurisdiction where we provide our service, we have increased compliance and improved adherence to the local regulations. Our process starts with producing the cleanest data possible – ensuring reporting is accurate and compliance levels are carefully monitored. We also regularly consult with Town staff to ensure we stay up to date with the latest STR best practices.

The leadership team is committed to dedicating as much time as necessary to ensure the successful implementation of this project. We anticipate that both the Client Success Manager (Dana Lorimer- Primary Contact) and the Project Manager (Eric Brandenburg- Implementation Primary Contact), will allocate approximately 20% of their time to the success of this project. Additionally, multiple members across various departments, including support staff, engineering staff, and the address identification team, will contribute several full-time equivalent (FTE) positions to the implementation effort. We are dedicated to ensuring that we have the appropriate number of staff hours allocated to this project to guarantee its success. See page 24 for resumes (background and experience included).

Organizational Chart



Proof of Authorization to Conduct Business

2024 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F22000000861

Entity Name: DECKARD TECHNOLOGIES, INC.

Current Principal Place of Business:

7533 S CENTER VIEW CT STE R
WEST JORDAN, UT 84084

Current Mailing Address:

7901 4TH ST N STE 300
ST. PETERSBURG, FL 33702 US

FEI Number: 83-0532773

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

REGISTERED AGENTS INC
7901 4TH ST N STE 300
ST. PETERSBURG, FL 33702 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: DAVID ROBERTS

02/05/2024

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT
Name DEL PEGO, NICKOLAS
Address 1620 5TH AV SUITE 400
City-State-Zip: SAN DIEGO CA 92101

Title SECRETARY
Name ROSE, GREG
Address 1620 FIFTH AVE, SUITE 400
City-State-Zip: SAN DIEGO CA 92101

Title TREASURER
Name HEMMINGS, TOM
Address 7901 4TH ST N STE 300
City-State-Zip: ST. PETERSBURG FL 33702

Title DIRECTOR
Name DEL PEGO, NICKOLAS
Address 1620 5TH AV SUITE 400
City-State-Zip: SAN DIEGO CA 92101

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: NICKOLAS DEL PEGO

PRESIDENT

02/05/2024

Electronic Signature of Signing Officer/Director Detail

Date

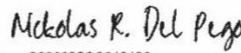
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION OF
DECKARD TECHNOLOGIES, INC.

Deckard Technologies, Inc., a corporation organized and existing under the laws of the State of Delaware (the “**Corporation**”), certifies that:

1. The name of the Corporation is Deckard Technologies, Inc. The Corporation’s original Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on May 8, 2018.
2. This Amended and Restated Certificate of Incorporation was duly adopted in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware, and has been duly approved by the written consent of the stockholders of the Corporation in accordance with Section 228 of the General Corporation Law of the State of Delaware.
3. The text of the Certificate of Incorporation is amended and restated to read as set forth in EXHIBIT A attached hereto.

IN WITNESS WHEREOF, Deckard Technologies, Inc. has caused this Amended and Restated Certificate of Incorporation to be signed by Nickolas Del Pego, a duly authorized officer of the Corporation, on June 21, 2023.

DocuSigned by:



G296235GG843420

Nickolas R. Del Pego
Chief Executive Officer

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:33 PM 06/21/2023
FILED 07:33 PM 06/21/2023

SR 20232821044 - File Number 6877110

RFP FORM A

Proposer: Deckard Technologies

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is: Deckard Technologies Inc.
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation). Corporation
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows: Nick Del Pego CEO, Thomas Hemmings CFO
2. Please describe your company in detail. Deckard Technologies is a leading provider of innovative solutions for managing and regulating short-term and long-term rental properties. With advanced technology, including AI, data analytics, and registration modules, we specialize in delivering real-time tracking, compliance monitoring, and tax collection services to municipalities and jurisdictions across the United States. Our platform is user-friendly, mobile-enabled, and highly customizable, ensuring seamless integration and efficient management of rental properties. We are committed to helping local governments enforce regulations, improve compliance, and recover crucial revenue, while maintaining a focus on client success and support throughout the project life cycle.
3. The address of the principal place of business is: 1620 Fifth Ave, Suite 400, San Diego, CA 92101
4. Company telephone number, and e-mail addresses: (949) 701-0501, admin@deckard.com
5. Number of employees: 87
6. Name of employees to be assigned to this Project: 10-15
7. Company identification numbers for the Internal Revenue Service: 83-0532773
8. Provide Broward County occupational license number, if applicable, and expiration date: N/A
9. How many years has your organization been in business? Does your organization have a specialty? Since 2018. Deckard Technologies specializes in short-term rental compliance software.
10. List the last three projects of this nature that the firm has completed? Please provide project description, reference and cost of work completed.

City of Showlow, AZ- Rentalscape, Registration Portal Moriah Saline- Community Development Specialist
msaline@showlowaz.gov (928) 532-4040

City of Burlingame, CA- Rentalscape, Registration Portal Fazia Ali- Assistant Planner fali@burlingame.org (650) 558-7240

City of Redding, CA- Rentalscape, Online Complaint Form/ 24-7 Hotline Michelle Yang- Assistant Planner
myang@cityofredding.org (530) 225-4022
11. Have you ever failed to complete any work awarded to you? If so, where and why? No, Deckard Technologies has never failed to complete any work awarded to us.

Appendix A

Lauderdale-By-The-Sea RFP No. 2024-09-01

12. Provide the following information concerning all contracts **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Deckard Technologies is a privately held company and does not publicly disclose its customer list. However, we would be happy to speak with you directly to answer any questions you may have. We currently serve 300+ clients and have 22 contracts that are in the process of being implemented.

13. Provide the following information for any sub-consultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed
N/A		
N/A		
N/A		
N/A		

The foregoing list of sub-consultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

Form B

RFP Form B

Proposer: DECKARD TECHNOLOGIES, INC**REFERENCE FORM**

Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Give names, addresses and telephone numbers of five individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact **Brian Palmer – City of Cape Canaveral, FL**

Title of Contact Director of Code EnforcementTelephone Number: 321-868-1220 xt115 Email Address b.palmer@capecanaveral.gov

2. Name of Contact **JT Thomas – City of Holmes Beach, FL**

Title of Contact Director of Code EnforcementTelephone Number 941-778-0331 Email Address jthomas@holmesbeachfl.org

3. Name of Contact **Pam Sellers – Monroe County FL Tax Collector**

Title of Contact Director of Audit & EnforcementTelephone Number (305) 295-5062 Email Address psellers@monroetaxcollector.com

4. Name of Contact **Michelle Forstrom – City of Fernandina Beach, FL**

Title of Contact Code Enforcement ManagerTelephone Number (904) 310- 3441 Email Address mforstrom@fbfl.org

5. Name of Contact **Jane Yager- Baumrind – City of Mt. Pleasant, SC**

Title of Contact Short Term Rental CoordinatorTelephone Number (843) 884-1229 Email Address jyager-baumerind@tompsc.com

Form C

Docusign Envelope ID: ED870316-D099-423A-B124-DCC35C75D48C

RFP Form C

Proposer: DECKARD TECHNOLOGIES, INC.

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

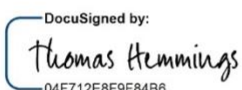
THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Name of Proposer: DECKARD TECHNOLOGIES, INC

Name of authorized representative of Proposer: Thomas Hemmings, CFO

Instructions: Show the price/cost for each Item Description your firm will provide per the requested scope of work. Include the fees/costs associated with each proposed Item Description.

Proposer agrees to provide services below in accordance with terms, conditions and specifications contained in the RFP. Firm, fixed costs/prices quoted for all products and services in this RFP shall be deemed as cost to the Town, including travel and any other miscellaneous expenses, and no other costs to the Town will be accepted. The Total Project Cost/Price SHALL include all fees and reimbursements for out-of-pocket costs.

By: 
 Date: 9/12/2024
 Name: Thomas Hemmings
 Title: Chief Financial Officer

Form D

DocuSign Envelope ID: BF47D29A-432F-4010-81FC-D8D03B927208

Appendix A

Lauderdale-By-The-Sea RFP No. 2024-09-01

RFP FORM DProposer: Deckard Technologies, Inc.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify,

Appendix A

Lauderdale-By-The-Sea RFP No. 2024-09-01

under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Deckard Technologies, Inc.

Name of Business

By:

Signature

Thomas Hemmings

Chief Financial Officer

Print Name and Title

1620 Fifth Avenue, Suite 400

San Diego, CA 92101

Mailing Address

Witness:

By:

Signature

Nickolas R. Del Pego

Print Name

Experience

At Deckard, we don't just sell software.

Unlike many SaaS (Software as a Service) companies that roll out a solution then "set it and forget it", Deckard partners with 300+ jurisdictions across the US to build a complete short-term rental program tailored to their communities. We also continuously enhance the software with new features and improvements to optimize usability and functionality. In 2024 alone, we have onboarded over 100 new clients in the past six months.

Our goal isn't just to provide software; it's to empower communities to identify all short-term rental activity, ensure operators comply with applicable laws, bring people into compliance, and reduce the workload on your staff. Managing issues such as noise complaints or underpaid taxes is a breeze with Rentalscape by Deckard.



*Rentalscape is an absolute
game-changer - we had 100%
more information and that
makes my job 1000% easier*

Jane Yager-Baumrind
Short-Term Rental Coordinator

TOWN OF MT PLEASANT, SC

Example of a recent successful STR program

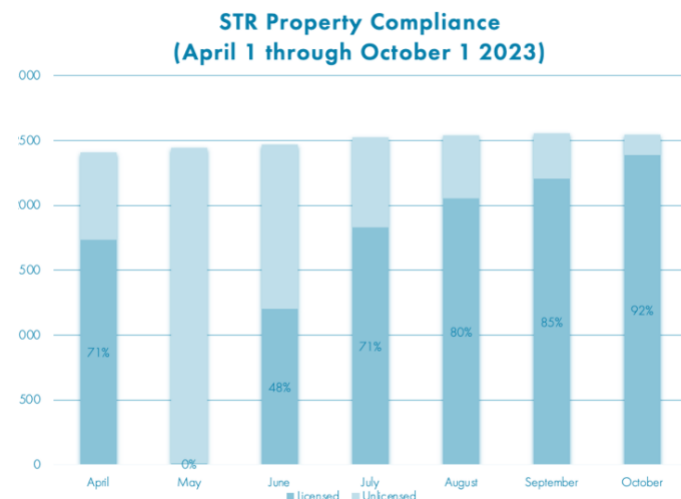
On January 3, 2023, Deckard replaced Avenu Insights in supplying Short-Term Rental Identification and Management Services for South Padre Island in Texas. Lauderdale-By-The-Sea, with over **680 active short-term rental listings**, shares a strong demand for vacation rentals similar to destinations like South Padre Island. Despite differences in size, the insights gained from managing various markets can be applied to meet the unique needs of Lauderdale-By-The-Sea.

In just 10 business days, we kicked off our program, configured the core Rentalscape system and opened access to staff in South Padre Island, which had over **9,000** short-term rental listings across more than **3,000** properties. South Padre Island started using Rentalscape on January 18 – just 15 days after finalizing their contract!

How is this possible? **It's because Rentalscape by Deckard is the only platform that tracks short-term rental activity for every town, city, county, and state in the U.S.—not just for our customers, but for every single jurisdiction in the country. Rentalscape is already configured and live for the Town of Lauderdale-by-the-Sea – we just need to give you access.** Our competitors typically take months to build and configure a system for tracking your short-term rentals, all while charging you for a service that has yet to be built. With Rentalscape, you get a solution within weeks of signing the contract.



Shortly after signing with Deckard, South Padre Island decided to expire all existing licenses and launch a new registration program. While this is uncommon, South Padre Island took this bold step to ensure that registered properties were well managed. Deckard configured South Padre Island's Short-Term Rental Registration platform to exactly match their ordinance between February and April for a go-live before May 1. After identifying over 95% of all short-term rentals on the island and with the help of the Rentalscape Outreach Campaign, we received over 2,300 license applications between May 1 and October 1, with more than 1,000 submitted in the first 24 hours of the new system going live.



After four years with Avenu Insights, South Padre Island had 72% compliance in short-term rental registration as of April 2023.

By October 2023, with the help of Deckard, South Padre Island raised their registered properties by over 600 and increased compliance to over 92%, with further gains still coming.

Figure 1: Compliance in South Padre Island

The Ordinance

01

Step one in a great STR program is having a well-designed regulatory framework. Deckard regularly works with the council to develop a great ordinance. The Town of Lauderdale-by-the-Sea already has a great regulatory framework.

What makes it great?

- You require registration
- You maintain health and safety through inspections
- You hold owners, hosts, rental agents and listings platforms all accountable
- The STR requirements are clearly defined within the ordinance.

The Message

02

Step two in a great STR program is communication. Deckard regularly works with council to communicate to the operators their responsibilities. The Town of Lauderdale-by-the-Sea already does this well too.

What makes Lauderdale-by-the-Sea great in our eyes?

- Your short-term rental application is clear
- You have an Active Vacation Rental Map
- STR Address information is available for the community

Many of our 300+ customers who utilize the Rentalscape Outreach program can enhance their messaging.

Once we have identified all the non-compliant operators, multi-letter campaigns are incredibly effective in bringing operators into compliance. The key is to clearly communicate that you have been tracking their operations, have accurately identified their address, and have tied the identification of the advertised property to an exact Broward County parcel number.

Deckard ties STR listings to exact parcel numbers and regularly updates parcel owner contact details from county data. Unlike competitor systems, there is no manual work required by Town staff to contact non-compliant operators.



The Data

03

Running a successful program is all about excellent data.

Having data that is complete, accurate, timely and actionable are all extremely important.

Deckard is a data company! We store over half a billion real estate images and monitor every listing in every city worldwide for changes daily. We store terabytes of data and add over one billion new records to our repository each day.

That's all great – but what does it get you?

How does the Town of Lauderdale-by-the-Sea benefit from great data?

Great data enables effective outreach. It helps ease people into compliance, but more on compliance below.

Deckard's data collection is unlike any other platform in the industry. While other providers mine a fixed set of platforms, Deckard uses AI systems to scour the web 24/7, continuously searching for new sites with short-term rental listings.

The short-term rental industry is vast, with thousands of sites, brands, providers, and products. But what does it all mean? Below is a sample breakdown of the types of sites, the information available on each, and why it's essential to look everywhere.



More is more.

We mine every single listing. Every single day.

THEY MINE

60

SITES

WE MINE

10,000

SITES

The Big Guys

Airbnb, Expedia, TripAdvisor, and Booking.com are the four largest advertising platforms for U.S. short-term rentals. However, these platforms often exist in different forms. For example, Stayz.com.au contains identical information to vrbo.com—both are Expedia sites. Stayz.com.au is simply the Australian version. Similarly, Bookabach.co.nz is another version of vrbo.com with a different logo; it's the New Zealand version. All three sites feature the same listings—they just have different branding.

Figure 2 lists the various forms these four platforms take. Note that many of these sites no longer exist; HomeAway.com and CanadaStays.com now simply redirect to VRBO.

Other solution providers that list all these sites as part of the catalog they monitor are just counting the same listings repeatedly, making it appear as though they monitor much more than they actually do.



Figure 2: Various guises of the four major STR platforms

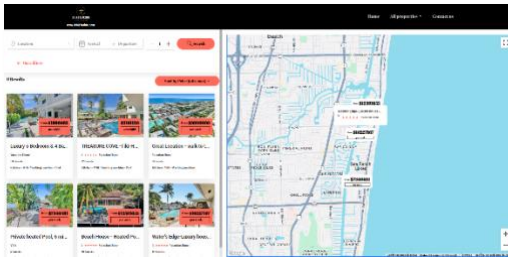
The Medium Guys

Deckard also monitors many smaller platforms, primarily specialty advertising sites such as Hipcamp.com, which focuses on camping sites, and BringFido.com, which specializes in pet-friendly accommodations. Another type of mid-sized STR site includes property management companies like Vacasa and Evolve.

Rentalscape by Deckard regularly tracks listings on Hipcamp, BringFido, HolidayRentalsByOwner, Evolve, Vacasa, and hundreds of other mid-sized short-term rental sites. These large property management companies operate nationally and frequently list their properties on both major platforms and their own sites. **MisterB&B advertises around 81 listings in the Town of Lauderdale-by-the-Sea and many of their bookings are taken directly on their platform. HolidayRentalByOwner has a presence in the Town of Lauderdale-by-the-Sea with 13 listings.**

The Local Guys

Rentalscape is the only platform that constantly searches for new sites. **No other provider in the country tracks local property managers or adds new platforms to their data collection daily.** In every city, there are some hosts and owners who may not adhere to regulations. While some might create their own websites to advertise or shift to smaller platforms to avoid detection, others simply prefer to use local sites. The local sites we track in the Town of Lauderdale-by-the-Sea include svrflorida.com and southeastfloridavacations.com



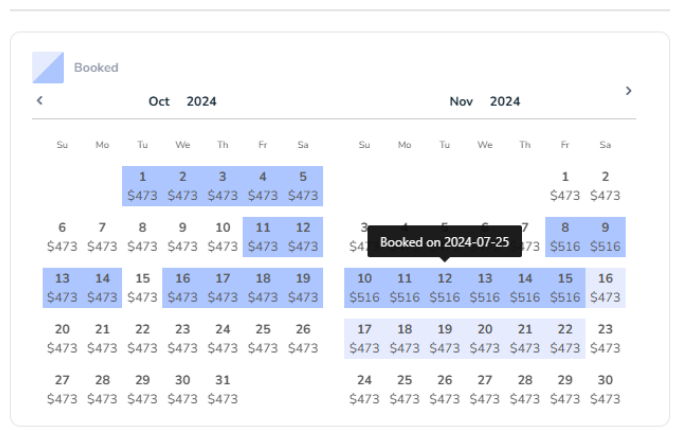
In Lauderdale-by-the-Sea we have been tracking short-term rentals for years. SVR Florida lists 7 properties in Lauderdale-by-the-Sea and we track all activity on both of them every day. **We are looking for new sites every day and if someone lists it in Lauderdale-by-the-Sea, we will find it.**

The Data Store

Rentalscape is the only system that monitors every short-term rental listing daily. It's the only platform that tracks every calendar and booking every day, ensuring that even last-minute bookings are captured. Without daily monitoring, catching those last-minute reservations would be impossible.



Booking Activities



FutureCast™ tracks bookings as they are made. Rentalscape shows calendars for every property including the rate, the individual bookings and the date booked.

Figure 3 shows the calendar available within Rentalscape for every short-term rental property. The calendar on the left shows both past and future bookings. When two bookings are made back-to-back, they are highlighted in a different color (note change in color on November 15-16). The nightly rate is shown on all bookings along with the date the booking was made. To the right, the booking from November 8 to 15 was taken by the host on July 25, 2024.

Figure 3: Rentalscape Calendar

The Deckard AI platform consists of thousands of computers running 24/7, mining data and analyzing the results with AI. It holds over half a billion images, nearly a billion short-term rental screenshots, and trillions of data records.

This system is the foundation for improving compliance. If there is an interior or exterior photo of a property, we likely have it. Deckard houses the single largest real estate data repository in the world – it's what we use every day to identify properties, track activity and generate the evidence required to ensure near-total compliance in the Town of Lauderdale-by-the-Sea.



Figure 4: Deckard AI Platform

The Artificial Intelligence

04

Having the only system that mines every short-term rental listing every day is just part of the solution. Rentalscape discovers thousands of new images each day. Rentalscape processes over a billion new data records daily. This data volume is far beyond what can be managed by humans alone. This is why at Deckard we have built a massive machine learning system that leverages extensive image analysis, natural language processing (text analysis) and artificial intelligence to process the data. The result is that we identify new short-term rentals soon after they start advertising. Our vast real estate data store doesn't just contain short-term rental data—it includes real estate sales, long-term rentals, street view data, county property records, property sales information, and ownership details, all fed into our AI system.

To date, our analysts have already matched over 99 short-term rental properties with the exact property addresses within the Town limits. We have approximately 581 listings yet to be mapped. Within a month of engaging with the Town of Lauderdale-by-the-Sea we expect to have over 95% of listings for registered properties correctly identified.

Figure 6 shows the Rentalscape map for the **the Town of Lauderdale-by-the-Sea** where over **425** properties have already been identified using our artificial intelligence systems.

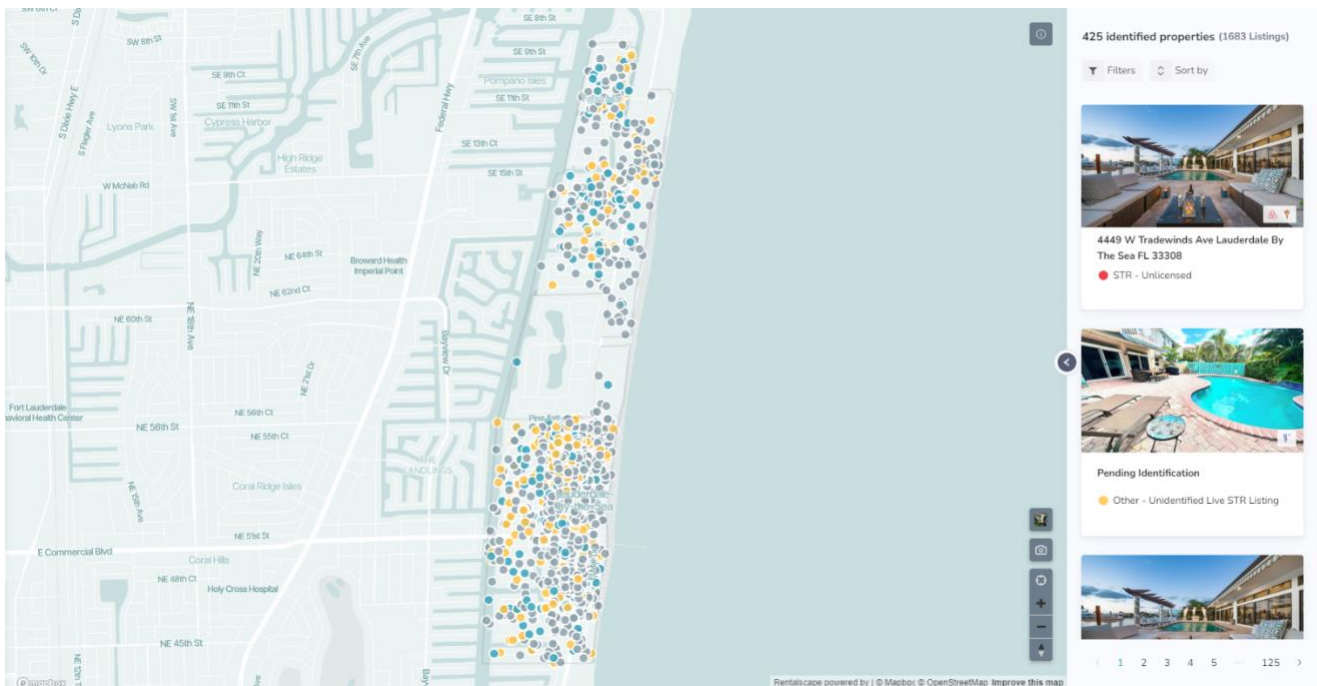


Figure 5: Rentalscape Map of the the Town of Lauderdale-by-the-Sea




Figure 6: Image Matching

How does it all work? The Rentalscape image matching system is completely unique in the industry. This multi-tiered system can, of course, match identical images, but the real magic is lies in the ability to match two different images of the same scene, whether internal or external. As shown in Figure 6 above, the Rentalscape image matching identified two different photos of the same property taken from different angles as being the same house. This system runs across every photo of every short-term rental in the Town of Lauderdale-by-the-Sea. Considering that we have processed over 680 listings within the Town limits, the comparison of 680 images to another 680 images results in over 460,000 comparisons in Lauderdale-by-the-Sea alone. With our extensive real estate and street view data, a powerful computing platform is essential to manage this workload. Fortunately, Rentalscape's advanced computing infrastructure operates around the clock, 365 days a year, efficiently matching advertised properties to exact addresses.

Figure 7 shows how Rentalscape matches an Airbnb listing in the Lauderdale-by-the-Sea to a Zillow listing and most importantly it is also matched to the exact county parcel record.

Airbnb Listing

Zillow Listing

Broward County Parcel Data

truth must be incredibly
employs over 50 in-house data
learning system with additional
properties to ensure the

Figure 7: Zillow Matching

No other company invests as heavily into address mapping technology, nor does any other company employ as many full time, in-house analysts as Deckard!



When you see the verified flag on Rentalscape, you know an in-house Rentalscape analyst has meticulously verified every aspect of the property – the address, the structure, the license, the owner – everything has been thoroughly checked.

Rentalscape users love our systems. Rentalscape uncovers insights that would be impossible to obtain otherwise. Rentalscape makes life easy for compliance officers and tax collectors across the county. More than just easy, using Rentalscape makes managing short-term rentals enjoyable.

only possible with

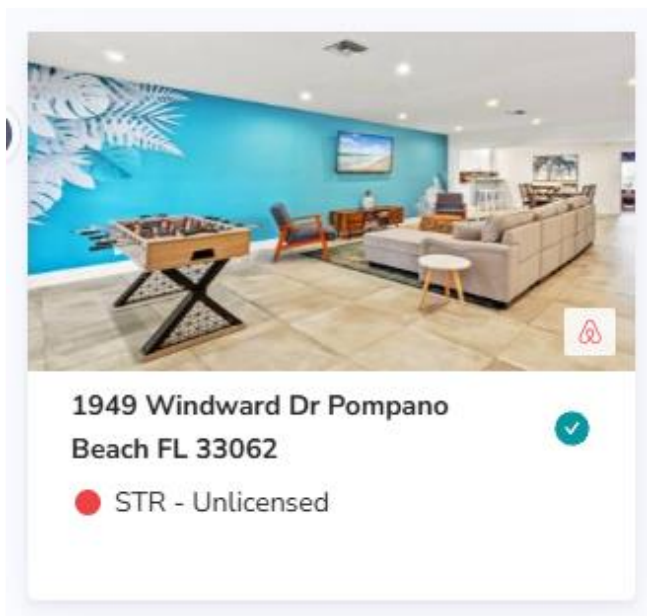


Figure 8: *Rentalscape verified property*

The Team

05

A successful short-term rental program only works through close and continual collaboration.

Unlike our competitors, Deckard provides direct access to all the senior staff. The executive team frequently travels to meet our clients, speak at town meetings, and continually incorporate feedback into our products. We are always seeking improvements in our systems, and this is only possible by working directly with our customers.



At Deckard, you receive the direct cell phone number of your client success representative and all our executives. We build strong relationships with our customers and are committed to ensuring success at every level. When you contact Deckard, you'll never reach a call center—whether you're discussing an issue, requesting help during enforcement, or recommending enhancements to our systems.



Nick Del Pego

Chief Executive Officer
EXPERIENCE: **25 YEARS**



Craig Brown

President
EXPERIENCE: **30 YEARS**



Jessica Flanagan

Chief Technical Officer
EXPERIENCE: **16 YEARS**



Tony Moriarty

VP of Data Science
EXPERIENCE: **16 YEARS**

Mathematician, U.S. SpecOps veteran, seasoned corporate senior leader and all-around problem solver. Nick’s career path has always left him solving difficult problems with finesse and efficiency. He stays actively engaged with our customers and takes pride in providing solutions that meet your needs.

Senior level executive and engineer for three renowned telecommunications and graphics companies. He leads by example and has spent his career leading teams that push the boundaries of what is possible. Craig is always focused on client success, enabling creative solutions that quickly become industry best-practices.

Jess is a career software engineer, technical manager, accomplished communicator and public speaker, team mentor, gamer, women-in-tech advocate and former white hat hacker, bringing over 12 years of software engineering experience to the team. Our data engineering team is the backbone of everything we build.

Machine Learning & Data Science Lead, Big Data native and software research engineer, and Open Source contributor. Tony and his team elevate what is possible through modern data science techniques and allow us to find more property locations and uncover more sights than anyone else in the market.



Melissa Mejia

Director of Client Success
EXPERIENCE: **20 YEARS**

Melissa, our Director of Client Success, leverages 20+ years in real estate appraisal to drive results. Her strategic client engagement, data-driven decisions, and client-centric leadership have boosted retention and business growth. She believes clients are a business's heart and leads her team to deliver exceptional experiences, exceeding expectations for mutual success.



Dana Lorimer

Snr Client Success Manager
EXPERIENCE: **30 YEARS**

Dana has worked in many industries, ranging from customer service in the Hotel Industry to Financial Compliance. Over the past 8 years Dana's specialty has been working in Financial Compliance, Risk Management and maintenance. Dana has worked with Cities and Counties across the board solving problems and creating processes.



Stacey Kurtz

SE Region Director of Sales
EXPERIENCE: **20 YEARS**

Stacey knows how local governments work. A seasoned sales executive with a real estate license and a Business Administration Degree and more than 20 years of experience working with government-based purchasing directors, finance managers, code enforcement officers, community development directors, and city managers.



Eric Brandenburg

Dir Project Management
EXPERIENCE: **24 YEARS**

Eric Brandenburg is a highly accomplished military leader with extensive experience in program management, cyber warfare, and technical sales engineering. His proven ability to handle complex programs and deep cybersecurity knowledge make him an indispensable asset to elevate your project.

References

We believe that **continuous innovation** is essential to meeting the challenges of today and tomorrow. We are proud of our achievements and solutions, which enable cities and counties to manage short-term rental activities and ensure that local rules and ordinances are enforced for the betterment of local residents.

The following References are examples of successful partnerships between Deckard Technologies and its clients.

City of Cape Canaveral, FL

BRIAN PALMER

CODE ENFORCEMENT OFFICER

b.palmer@cityofcapecanaveral.org
321-868-1220 ext 115

PRODUCT:
RENTALSCAPE

City of Holmes Beach, FL

JAMES THOMAS

CODE COMPLIANCE SUPERVISOR

jthomas@holmebeachfl.org
941-932-6426

PRODUCT:
RENTALSCAPE

City of Hallandale Beach, FL

STEVE WILLIAMS

ASSISTANT DEVELOPMENT SERVICES DIRECTOR

swilliams@hallandalebeachfl.gov
605-289-4103

PRODUCT:
RENTALSCAPE

Approach to Providing Services

Implementation, timeline & training

Upon signing the contract, Deckard will assign the Town of Lauderdale-by-the-Sea a dedicated Account Manager who will work with the Town to develop best practices based on Deckard's experiences with other clients. The Account Manager will ensure that the implementation process proceeds efficiently and will serve as the main point of contact for any questions, suggestions, training, or concerns. Your account manager will also participate in periodic calls with Town staff throughout project deployment and then monthly on an on-going basis, as requested.

Since Rentalscape is cloud-based, no hardware or software installation is required.

Most jurisdictions are up and running with Rentalscape within a couple of weeks, with Address Identification completed within four weeks of receiving the permit and listing data. Assuming the contract is awarded in early December, we fully expect system deployment, initial address mapping, and user training to be completed well before February 2024.

Town of Lauderdale-by-the-Sea, FL

Assuming contract on December 1st, 2024

*including optional products



Figure 9: Rentalscape Timeline

Feedback from our customers indicates that our competitors take months to bring systems online and begin address mapping. In contrast, our automated property identification systems are already running in Town, allowing us to have your system up and running extremely quickly.

Scope of Work

1. Compliance Monitoring:

a. Monitor properties for compliance with local laws and regulations.

Rentalscape, by Deckard Technologies, tracks short-term rental activity daily and maintains a comprehensive database of every booking and stay made on all major platforms. The entire database is accessible through the web-based Rentalscape platform and can be downloaded by the Town at any time. Rentalscape is fully configurable to track STR properties and flag any violations based on local laws and regulations. This continuous monitoring ensures compliance with regulations such as licensing status, occupancy limits, and minimum night stay requirements, with flagged violations available for follow-up by local authorities.

Our platform actively monitors rental platforms globally every night, providing insights into daily booking activity and any changes in online advertisements. We collaborate with the Town to incorporate monitoring for any additional rental platforms not currently tracked at no extra cost. With an identification accuracy of over 97%, our system ensures precise identification of the exact addresses and associated parcel numbers of all rental properties. Using advanced artificial intelligence, our platform automates monitoring and de-duplicates listings through sophisticated image and text analysis techniques. Currently, Rentalscape manages a database of over 180 million images, 100 million listing snapshots, and more than a trillion data records, ensuring comprehensive and accurate property tracking.

b. Provide tools to enforce non-compliance, including fines and penalties.

The system tracks compliance based on the definitions provided by the Town, ensuring that all short-term rental properties meet local regulations. Through our registration portal (see page 39), the system can track and enforce penalties and fines for non-compliance. This ensures that any violations are properly addressed and that property owners are held accountable for meeting the Town's requirements.

2. Reporting and Analytics:

a. Generate reports on rental activities, compliance status, revenue, and more.

The Rentalscape ecosystem provides a user-friendly interface that allows Town staff to easily manage documentation and generate reports with all the necessary information for monitoring rental activities, compliance status, revenue, and more. The system is designed to streamline access to key data, offering intuitive tools for filtering, organizing, and reporting. Additionally, all reports can be exported to CSV files for further data manipulation, ensuring that Town staff can efficiently manage compliance and enforcement tasks.

b. Support ad hoc reporting and data export capabilities.

All Rentalscape data can be downloaded from within the portal on an ad-hoc basis.

3. Communication Portal:

a. Facilitate communication between the Town, property owners, and renters.

The Rentalscape system facilitates seamless communication between the Town, property owners, and renters. Through our platform, the Town can send automated notifications, updates, and important information directly to property owners and renters. This ensures that all parties stay informed and can easily comply with regulations, while also allowing the Town to address any issues efficiently.

b. Provide automated notifications for license renewals, inspections, and violations.

The Rentalscape system provides automated notifications for license renewals, inspections, and violations. These notifications ensure that property owners are kept informed of upcoming deadlines and any compliance issues. Automated notifications for renewals and violations are managed through the registration portal (see page 39), while inspections are handled through the inspection portal (see page 46).

4. Integration Capabilities:

a. Ability to integrate with existing town systems (e.g., GIS, Laserfiche, etc.).

Deckard Technologies has successfully integrated with a variety of government systems, including GIS and document management platforms like Laserfiche. Further discussion will be required to fully understand the Town's specific integration needs and scope of work, to ensure a smooth process, avoid scope creep, and price the integration accordingly.

b. APIs for seamless data exchange with third-party applications.

Our system offers APIs for seamless data exchange with third-party applications. These APIs allow for smooth integration with other platforms, ensuring that data can be shared and updated in real time without the need for manual intervention. To fully understand the Town's exact needs and the associated work involved, we will need to have further discussions to ensure the integration is properly scoped and executed efficiently.

5. User Access and Security:

a. Provide role-based access controls.

Yes, Deckard Technologies provide role-based access controls. For example, if the police department requires access to the complaint portal, we can grant them access while restricting their ability to view the registration database. This ensures that each department has access only to the information relevant to their role, maintaining security and privacy.

b. Ensure data security and compliance with relevant privacy laws.

Deckard Technologies ensures data security and compliance with all relevant privacy laws through robust security measures, including data encryption, role-based access controls, audit trails, and user activity monitoring. We use Digify to protect personally identifiable information (PII), and our system is hosted on AWS, ensuring a highly secure and reliable environment. These safeguards help protect sensitive information and ensure compliance with legal data protection requirements.

6. Support and Maintenance:

a. Ongoing technical support and software updates.

Ongoing technical support and quarterly software updates are essential to ensure the system remains up to date and aligned with the Town's needs. An assigned Customer Success Manager (CSM) will be available to provide technical assistance during normal business hours, and the Town will have direct access to their CSM via phone and email for any support or inquiries.

b. Training for Town staff on the software's usage.

We provide both initial and ongoing training for Town staff through our customer support team. This ensures that staff are fully equipped to use the software effectively and can continue to receive training as needed to stay updated on any new features or updates.

Technical Requirements

1. The proposer shall be authorized to do business in Florida and Broward County.

Yes, we are authorized to do business in Florida and Broward County. Please refer to page 6 for more details.

2. The business shall have successfully managed a program of similar services for a minimum of three (3) years.

Yes, we have successfully managed many similar programs for over three years. Since 2018, with a focus solely on short-term and long-term rentals, we have grown to serve over 350 clients, making us experts in the field.

3. The successful proposer shall provide all labor, equipment, and materials necessary for the performance of the requested services as outlined in this RFP.

Yes, we will provide all labor, equipment, and materials necessary to perform the services outlined in this RFP.

4. The proposer must have past contracts with other governmental jurisdictions for a similar project and submit those contracts with the proposal, if requested.

We can provide past contracts with other governmental jurisdictions for similar projects upon request.

5. The proposer must have and provide references for previous clients where similar projects have been implemented.

Yes, we have provided references for previous clients where similar projects have been implemented. Please see page 26 for details.

6. The proposer must provide a history of meeting required time frames and deadlines.

Yes, we have a proven track record of meeting required time frames and deadlines. Our system leverages AI property matching technologies, which allows us to be much faster and more accurate than competitors in the field.

7. The proposer must provide a detailed timeline and anticipated approach to the project.

Yes, please see page 27 for the detailed timeline and anticipated approach to the project.

8. The proposer's software offering must be a web-based solution.

Yes, our solution is 100% cloud-based and requires no installation.

9. The proposer's software must provide end-users the ability to edit and save their own search parameters.

Yes, our software provides end-users the ability to edit and save their own search parameters, allowing for customized and efficient searches. Our system is designed to be user-friendly, so end-users can easily search and access the information they need without difficulty.

10. The proposer's software must be able to search by address, parcel id number or owner information.

Yes, our software allows searching by address, parcel ID number, or owner information, along with many other searchable fields that can be used to find properties and filter for useful information.

11. The proposer's software should have the ability to integrate with Microsoft Exchange.

The software has robust integration capabilities; however, we would need further clarification on the specific requirements for integration with Microsoft Exchange to determine the best approach.

12. The proposer's software must be able to place warnings, holds and restrictions on a record.

Yes, the software can place warnings, holds, and restrictions on a property record. Additionally, it has the capability to revoke and approve licenses as needed.

13. The proposer's software must have the ability to link to browse recently viewed records

While our system is highly intuitive and user-friendly, we are continuously exploring ways to enhance the user experience. We can discuss further clarification regarding the ability to link to and browse recently viewed records.

14. The proposer's software must be able to view and link to all related records.

Yes, our software links to all related records, including the county APN and any listings that need to be associated with the property card.

15. The proposer's software must have the ability to enter notes and export case history.

Yes, our software includes a history viewer that records all activity related to the property. Staff can also enter notes in this section, providing a comprehensive record that can be exported as needed.

16. The proposer's software must be able to customize workflow according to the Town's business process.

Yes, we will collaborate with the Town to develop a customized workflow that best suits their specific business processes and requirements.

17. The proposer's software must be able to attach photos to a case.

Yes, the software captures time and date-stamped PDFs of each listing on a weekly basis.

18. The proposer's software must provide ongoing monitoring of multiple vacation rental and short-term rental websites including but not limited to Airbnb, Homeaway, Booking.com, FlipKey and Expedia for unlicensed activity parameters established by the Town's code.

Yes, our software provides ongoing monitoring of multiple vacation rental and short-term rental websites, including but not limited to Airbnb, Homeaway, Booking.com, FlipKey, and Expedia. In addition, we mine data from over 10,000 other sites globally. We will also go above and beyond to identify and monitor local sites at no additional cost. Please see page 19 for further details.

19. The proposer's software must be able to provide updated listing activity at least once per week, screenshot activity of every listing and account for duplication of listings into unique rental units.

Yes, in addition to providing updated listing activity at least once per week, we also mine calendar data daily, allowing for accurate booking and revenue estimates. We capture weekly PDF screenshots that are time and date stamped for use in court if needed. Our system also de-duplicates listings, ensuring that each listing is attached and consolidated to the exact property.

20. The proposer's software must be able to provide up-to-date information for each identified rental unit and the status of compliance for each unit.

Yes, all data is updated in real time, so the moment the jurisdiction approves a registration or marks a property as compliant, the database reflects the change instantly. This allows for real-time reporting, ensuring that the most current status is always at your fingertips.

21. The proposer's software must have the ability to configure letter templates with the Town's branding on its letterhead.

Please see page 42 for details on our outreach campaign functionality.

Compensation

Pricing proposal

Currently, Rentalscape is showing close to **680 live STR listings in the Town of Lauderdale-by-the-Sea**. Based on the number of live STR listings, we estimate there are **375+ short-term rental properties in the Town**, advertised on one or more platforms.

Deckard Technologies can provide a comprehensive, all-inclusive system that meets the requirements specified in the RFP. Alternatively, each of our products is available for individual purchase as standalone items, allowing for tailored solutions to meet specific needs. We only **charge fees on a per property, not per listing, basis**. Since a single property can have multiple listings, we feel it is unfair to charge fees based on listing count. Finally, we do not charge one fee for compliance monitoring and another for rental activity monitoring as, in our view, these are the same service.



Base Product Pricing

PROPERTY IDENTIFICATION, COMPLIANCE MONITORING & RENTAL ACTIVITY REPORTING		PRICE
- Identify property address - Identify property owner address - Compliance monitoring based on the estimated 375 STR properties - Real-time reporting of all new listings & daily calendar monitoring 10,000+ websites monitored Daily, worldwide - FutureCast™ - Identify future bookings as they are made on the rental platform - Automatic identification of violations - See page 35 – The Rentalscape Portal		\$13,125
OUTREACH CAMPAIGN		
- Letter campaign to inform STR owners/hosts about compliance requirements and procedures - All letter templates will receive Town approval pre-campaign - Campaign includes one Introductory letter and two additional escalation letters - See page 42 – Letter Campaign		\$3,750
STR REGISTRATION PORTAL		
- Online, intuitive portal for registration and renewal - Fields customizable to meet Town needs - Pursue delinquent payments from hosts - Provide daily reports on new and modified permits - See page 39 – Registration Portal		\$5,000
REPORTING & ANALYSIS		
- On demand, dynamic reporting, offering multiple ad hoc reports - Filters allowing users to focus on specific segments of the STR population		INCLUDED
DEDICATED ACCOUNT MANAGER		
- Single point of contact for Town staff for all matters - Ensures the Town is following Industry best practices - Shepherds the implementation process from start to finish - Periodic meetings/calls throughout the life of the account		INCLUDED
UNLIMITED ACCOUNTS & TRAINING SESSIONS		
- No limit on the number of Rentalscape user accounts - No per-session training costs		INCLUDED
Total Year One		\$21,875

NOTE – Pricing valid for 120 days

Optional Products Pricing-Yearly Basis

COMPLAINT 24/7 HOTLINE & ONLINE FORM

- 24/7 US based bi-lingual call center with live agents – Classic \$4,500
- Online complaint form (Complaint Form only \$2,000) (OPTIONAL)
- See page 41 - 24/7 Complaint Line & Online Form

CONSTITUENT PORTAL

- Public facing portal (Link placed on Jurisdiction's website)
- Permit data and responsible party contact info for STR Property (Standard) \$5,000 (OPTIONAL)
- See page 45 – STR Constituent Portal

INSPECTION MODULE

- Enables field agents to create notes, comments, complaints, or tickets directly from the field during the inspections (mobile enabled) \$5,000
- Record inspection data, including notes and complaints (OPTIONAL)
- E-mail inspection results to property owners and city staff
- See page 46 – Inspection Module

Additional Information

The Rentalscape Portal

The Rentalscape portal is a cloud-based system for Town staff to track STR properties, monitor STR activity, manage STR permits, and record information about properties. The data in the system is constantly updated as new properties are discovered and addresses are identified, new permit applications are made, and permits are expired or revoked.

The Rentalscape portal displays information on all STR listings found within the Town **covering at least the last 12 months**. We use U.S. Census data to identify Town limits and any parcels or listings within the limits are monitored. Rentalscape also tracks properties outside the Town until they are accurately identified. Occasionally, an STR listing's estimated location falls outside the Town, but once the actual address is identified, it is confirmed to be inside Town. Rentalscape displays:

1. Any permitted STR property
2. Any property with a currently live STR listing
3. Any property that is currently compliant/non-complaint
4. Any property with a past or future STR booking (even if the property currently does not have a live listing)

Rentalscape includes the ability to filter the properties displayed (e.g., only permitted properties, or only properties in a specific HOA) and to download all results. All data displayed is available for direct download from Rentalscape.

FIGURE 10 below is an example of a property displayed in Rentalscape. Note that the calendar shows not only booked dates but also differentiates between separate bookings, displaying the nightly rate and the date each booking was made. Additionally, note that the booking from June 6 to 9 of 2024 was made on May 16, 2024.

The information shown in Rentalscape for each property includes:

Property Characteristics

1. Property address
2. Owner name and mailing address
3. Ownership type (primary residence, secondary/investment property)
4. Property type
5. Number of bedrooms and bathroom at the property, per public records data
6. A map showing the property's location
7. Maximum occupancy per the Town of Lauderdale-by-the-Sea ordinance

Listing Characteristics

8. Listing URL for each listing associated with each specific property
9. Listing ad ID for each listing associated with each specific property
10. Rental calendar showing current month's activity as well as past twelve months and upcoming three months booking activity (calendars update daily)
11. Rentalscape clearly and easily differentiates between regular bookings and host-blocked dates that are not revenue-generating
12. Host name (when available)
13. Stay limitations (minimum/maximum)
14. Permit/license number if included in the listing
15. Daily Rental rate at time of booking
16. Rental frequency
17. Individual links to all active listing for the property
18. **PDF copy of each listing, as well as a history of all previous versions of the listing**, to identify any possible changes, as well as keep a record in case the listing is taken down by the host. Each image has a date-stamp showing when it was created and is kept indefinitely.
19. Rental type (Whole home, shared home)
20. Bedrooms and bathrooms advertised
21. Maximum occupancy, per listing

Estimated Sales Tax Based on Rental Activity

22. Occupancy rate
23. Estimated rental income
24. Estimated tax

As shown below (Figure 10), for each property, Rentalscape presents all available data for each property on the property detail screen, starting with a compliance box that highlights any detected violations.

Rentalscape is configured to match the Town's ordinance and is capable of flagging violations following the Town's exact rules, including, but not limited to, permit registration and advertised occupancy versus permitted occupancy. Rentalscape looks for bookings less than 30 days when flagging STRs. When bookings exceed 30 days, they are correctly categorized as long-term rentals and do not cause the property to be treated as an STR.

Rentalscape actively monitors permit status and STR listings daily, flagging violations as they occur. We have encountered situations where other providers have flagged properties as 'no longer listed' or 'only performing long-term rentals,' only for those properties to re-list or take a short-term rental booking, which is subsequently missed by these other vendors, violating the Town's ordinance. **Rentalscape continuously monitors every listing every day**, including bookings up to a year in advance. As soon as an unpermitted booking is made, Rentalscape sets a violation.



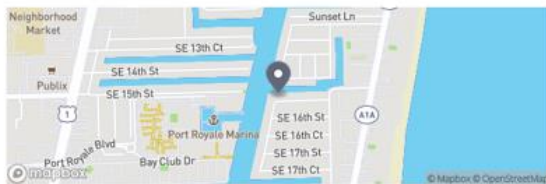
1 1949 Tropic Isle Pompano Beach FL 33062

Possible Violations (0)
We found no violations for this property

All (1) Airbnb (1)

2	Airbnb 47448026	Dispute	His	4	Live Listing
3	Host	Keyes Property Management	Bedroom advertised	4	
	STR License displayed	Occupancy advertised	10		
	Unit type	Full Unit	Rental Structure	Main Structure	
		First seen	2021-04-26		

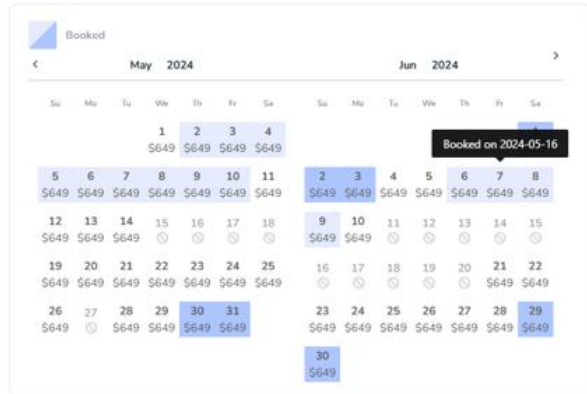
Location



Property Details

APN	494307010450	Owner	7	Dahmer, Matthew
Room	N/A	N/A		
First identified date	2024-09-17			
Owner address	PO BOX 1511 BIG SPRING TX 79721			

8 Booking Activities



Aggregate Statistics



1 STR ADDRESS

2 PLATFORM ID

3 HOST NAME

4 LINK TO LIVE ID

5 OCCUPANCY

6 OWNER ADDRESS

7 OWNER NAME

8 BOOKING ACTIVITIES

9 HOST REVENUE

Figure 10: Rentalscape STR Property Details for 1949 Tropic Isle, Pompano Beach

Rentalscape also includes a Dashboard that provides an overview of all STR activity in the Town. This Dashboard includes aggregated revenue, bookings, and property data, and highlights top-earning hosts and owners. See Figure 11, below as an example of the Town of Lauderdale-by-the-Sea Dashboard. Please note that some charts will not be activated until we go live in Lauderdale-by-the-Sea.

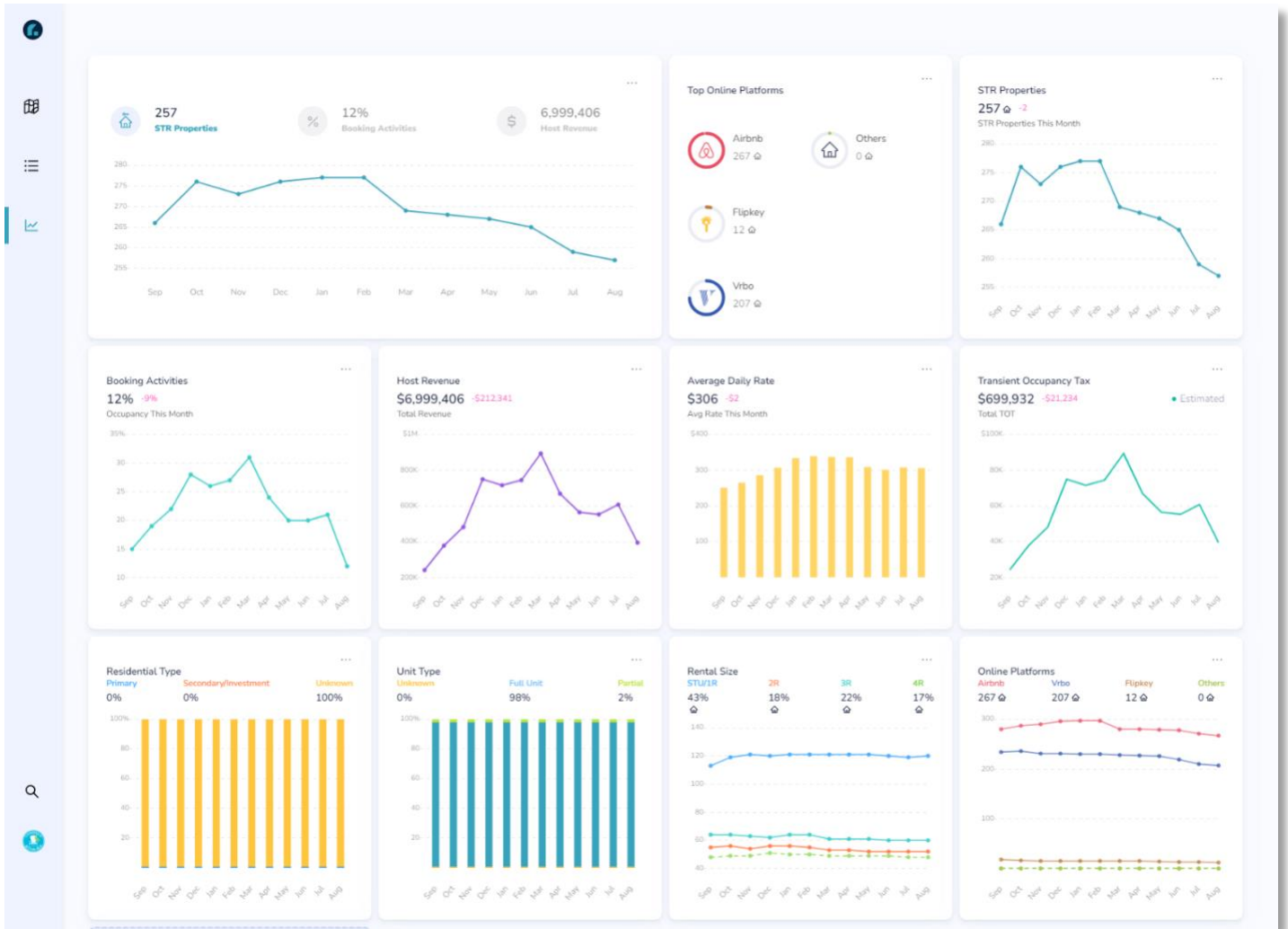


Figure 11: Rentalscape Lauderdale-by-the-Sea Dashboard Example

STR Registration & Renewal Portal

The STR Registration and Renewal Portal - [Web-based and Mobile-enabled Online] is an intuitive, user-friendly, and fully configurable system for STR registration. This portal allows STR owners and property managers to register their short-term rental properties with minimal effort. The portal is designed to accommodate both small single-property operators and large property managers with multiple properties.

The STR registration portal syncs all data with the local jurisdiction's Assessor Parcel Number, ensuring that only properties with parcels in your community can register. This eliminates the need for activation codes or support from Town/Vendor. However, if assistance is needed, the Deckard team is always available to provide support to the property manager or property owner as needed.

The STR registration portal also tracks properties using GIS shape files, allowing specific neighborhoods or residential zones to be included or excluded from the ability to register, even identifying exempt properties. The registration system can be configured to accept affidavits of compliance, copies of insurance coverage, any documents required, acknowledgment of the submission of a tax registration forms to Town, along with any other configuration or affidavit necessitated by the Town.

Case Study: Placer County, CA, has over 5,000 short-term rental properties with more than 11,000 STR listings associated with them. The simplicity of the Rentalscape Registration Portal enabled the Deckard Technologies team, on behalf of Placer County, to identify, conduct outreach, and register over 5,000 properties in under four weeks with minimal need for human interaction.

Configuration of this portal to include the Town of Lauderdale-by-the-Sea branding.

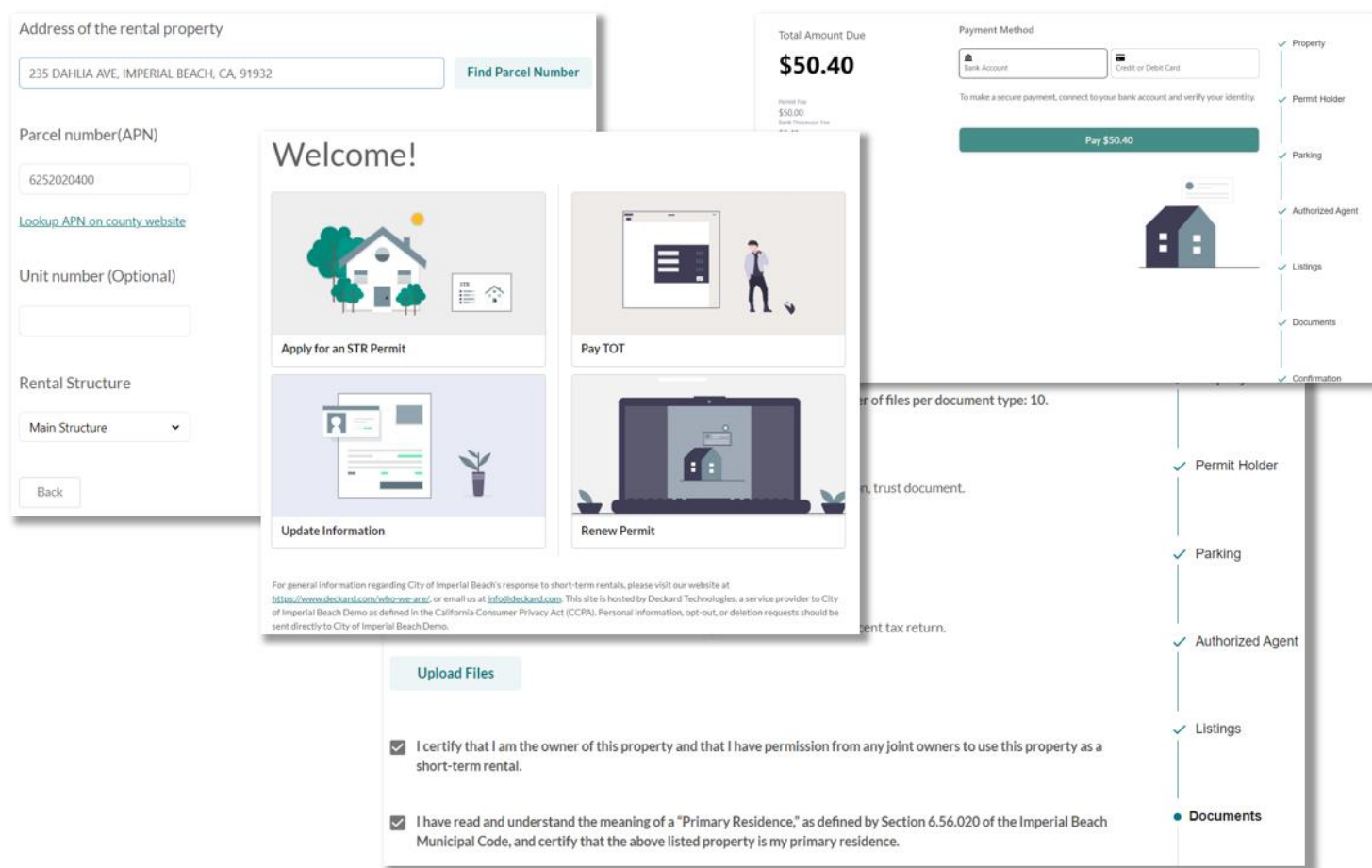
- Adding custom fields such as occupancy rules specific to the Town (e.g., occupancy limits, bedroom counts)
- Collection of documents as required for the STR registration process
- STR registration approval portal
- Configurable STR permit pricing and expiration
- Collection of any STR permit fees
- Regular reporting

Rentalscape STR Registration collects permit fees via the Stripe secure payment processing system and allows payment via credit card or ACH bank transfer.

Should the Town wish to individually approve each STR permit (some of our clients automatically issue STR permits once payment is received, while others individually approve permits), the **Rentalscape Permit Management** portal allows Town staff to view and then approve or reject permit applications. In addition, the portal can be used to suspend or revoke permits when operators are not in good standing.

The **Rentalscape Registration portal** also allows STR operators to update contact details for themselves, their property managers, and their local contacts. Rentalscape sends an email notification to both the applicant and the Town for each new application received and every permit approved. Additionally, Rentalscape generates a daily report containing the status and details of all permits.

Figure 12 below shows the Placer County Lodging Tax Certificate system showing Placer County specific fields. The Rentalscape staff will work with the Town of Lauderdale-by-the-Sea to configure the registration system as needed.



The screenshot displays several overlapping web forms from the Rentalscape STR Registration System:

- Registration Form (Left):** Includes fields for "Address of the rental property" (235 DAHLIA AVE, IMPERIAL BEACH, CA, 91932), "Parcel number (APN)" (6252020400), "Unit number (Optional)", and "Rental Structure" (Main Structure). A "Find Parcel Number" button is present.
- Welcome! Screen (Center):** Features a "Welcome!" heading and four main action buttons: "Apply for an STR Permit", "Pay TOT", "Update Information", and "Renew Permit".
- Payment Form (Top Right):** Shows a "Total Amount Due" of \$50.40, a "Payment Method" section with "Bank Account" and "Credit or Debit Card" options, and a "Pay \$50.40" button.
- Progress Checklist (Far Right):** A vertical list of steps with checkmarks: Property, Permit Holder, Parking, Authorized Agent, Listings, Documents, and Confirmation.
- Terms and Conditions (Bottom):** Includes an "Upload Files" button and two checked checkboxes:
 - ☒ I certify that I am the owner of this property and that I have permission from any joint owners to use this property as a short-term rental.
 - ☒ I have read and understand the meaning of a "Primary Residence," as defined by Section 6.56.020 of the Imperial Beach Municipal Code, and certify that the above listed property is my primary residence.

Figure 12: Rentalscape STR Registration System

Permit Management

The Rentalscape Town Permit Management portal allows Town staff with comprehensive tools to manage short-term rental (STR) permits and applications. Through the portal, staff can view permits, update permit statuses (approve, deny, or revoke), and add notes. Each STR permit is automatically linked to identified STR listings that match the permit address, with accuracy ensured using APNs and unit numbers.

The ability to track permits effectively is crucial for managing a successful STR program. This functionality is an integral part of our registration portal, streamlining the oversight of permits and enhancing the overall efficiency of program administration.

1074 Holly Ave

STR License Submitted

Application number: A73117

Application date: 2020-03-24

Applicant name: Julie Vincent

▼ Collapse details

Submitted ▼

Returned

Reviewed

Denied

Current

Send license

Owner name: Julie Vincent

Mailing address: 447 Mack Hill Suite 736 Port Jennifer

Local contact name: Kimberly Walker

Mailing address: 67160 Davis Vista Johnsonport

Issue date: 2021-05-18

Expiration date: 2021-07-18

Parcel number: 6262469920

Property address: 32373 MONTE VISTA LN, DUTCH FLAT, CA, 95714

Rental type: Secondary Dwelling

Secondary dwelling: No

Maximum overnight occupancy: 11

Number of bedrooms: 6

Possible Violations

We found no violations for this property

Add Note

Talked to owner. Tennant Notice is in place and back-taxes have been remitted.

Add

Figure 13: Rentalscape Permit Details Screen showing notes, permit status and details of all permits

Letter Campaign for STR Hosts

Rentalscape will create and send letters to all identified STR hosts, explaining the tax requirements, current rate, and payment process. The letter templates will be approved by the Town of Lauderdale-by-the-Sea staff before the mailings begin.

Rentalscape's targeted letter campaign, strategically timed to generate the best results, has proven highly effective in reducing the number of unregistered hosts by over 50% within the first six months of a new client engagement. Recently, Placer County in California used Rentalscape to identify a single property where taxes due exceeded \$50,000.

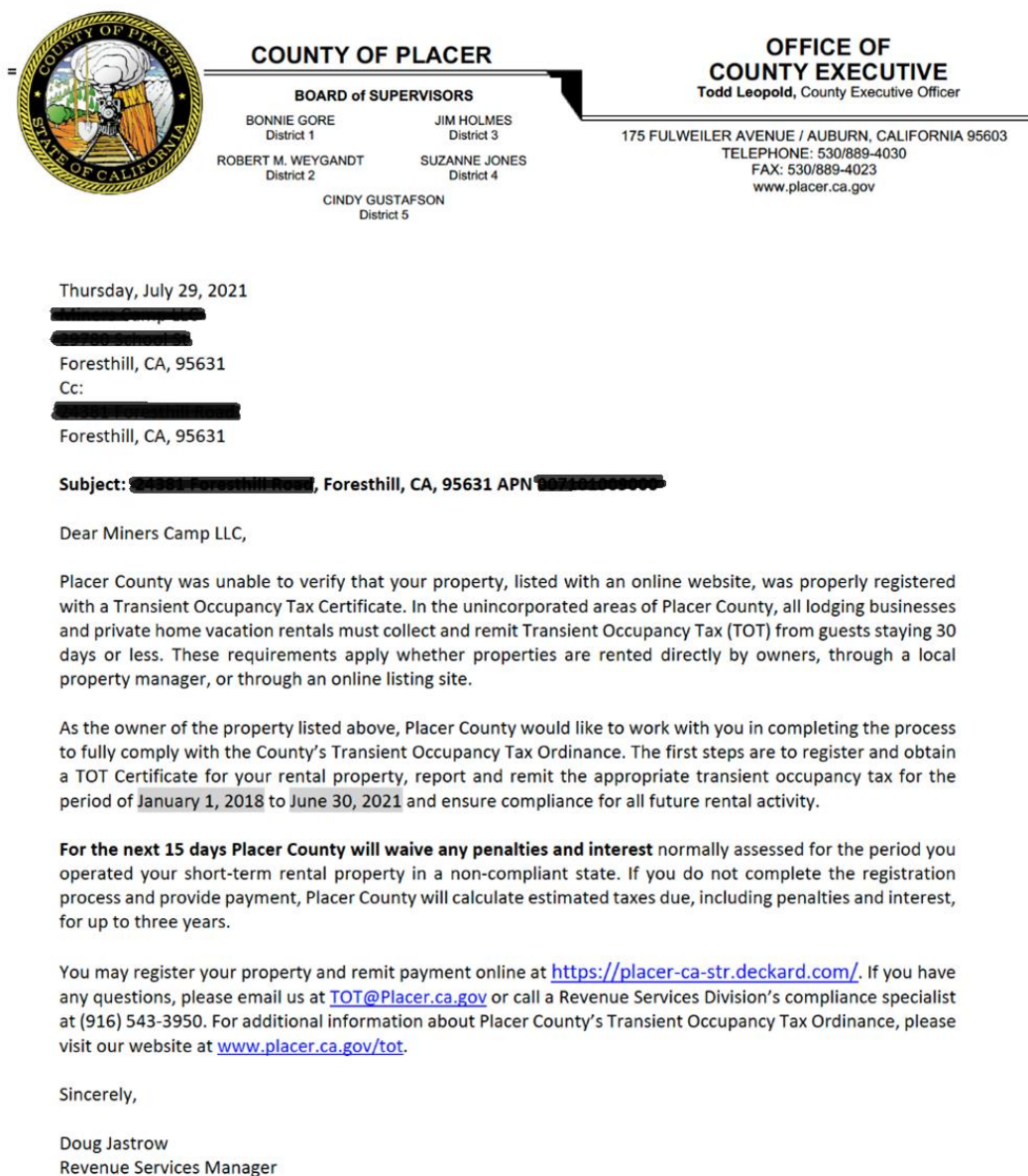
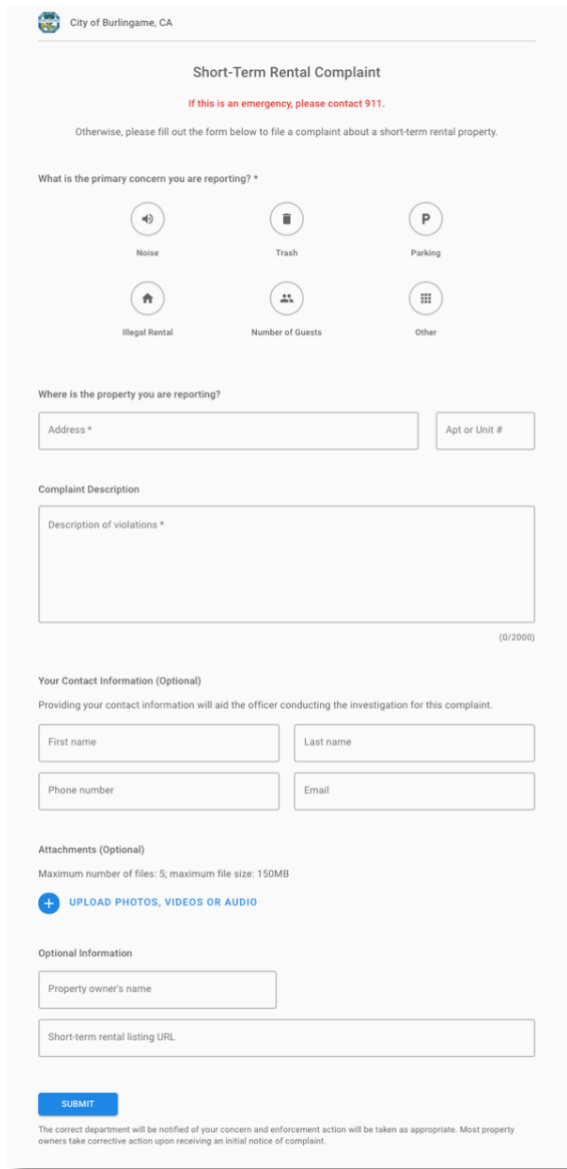


Figure 14: Rentalscape Placer County Complaint Letter

24/7 Complaint Line & Online Form Option*

The Rentalscape 24/7 Complaint Line is available to field complaints from the public related to short-term rentals. The Complaint Line operates 24/7 with live, U.S.-based bilingual call takers. The call taker collects the necessary information (e.g., address, property owner, type of incident, date of incident, etc.) and contacts the designated Town contact and/or the emergency contact for the owner/host.

Rentalscape Online Complaint Form is also included. Neighbors can report and provide evidence for non-emergency concerns. The Complaint Form is configurable with your logo. All complaints are logged and reported to the appropriate staff/department.



City of Burlingame, CA

Short-Term Rental Complaint

If this is an emergency, please contact 911.

Otherwise, please fill out the form below to file a complaint about a short-term rental property.

What is the primary concern you are reporting? *

Noise

Trash

Parking

Illegal Rental

Number of Guests

Other

Where is the property you are reporting?

Address * Apt or Unit #

Complaint Description

Description of violations *

(0/2000)

Your Contact Information (Optional)

Providing your contact information will aid the officer conducting the investigation for this complaint.

First name Last name

Phone number Email

Attachments (Optional)

Maximum number of files: 5; maximum file size: 150MB

 **UPLOAD PHOTOS, VIDEOS OR AUDIO**

Optional Information

Property owner's name

Short-term rental listing URL

SUBMIT

The correct department will be notified of your concern and enforcement action will be taken as appropriate. Most property owners take corrective action upon receiving an initial notice of complaint.

Complaint Line services are offered at 3 different levels:

Basic – Standard call flow. Information is taken and forwarded to the client. Calls are referred to the appropriate staff without follow up required.

Classic – Call Center will contact the local contact when information is available (permitted properties), notify them of the complaint then forward the information to the local city contact.

Premier – Premium call flow. Dispatcher will attempt to get a complaint resolution. The local contact can be contacted up to 3 times before referring caller out to appropriate staff.

Figure 15: Rentalscape Online Complaint Form

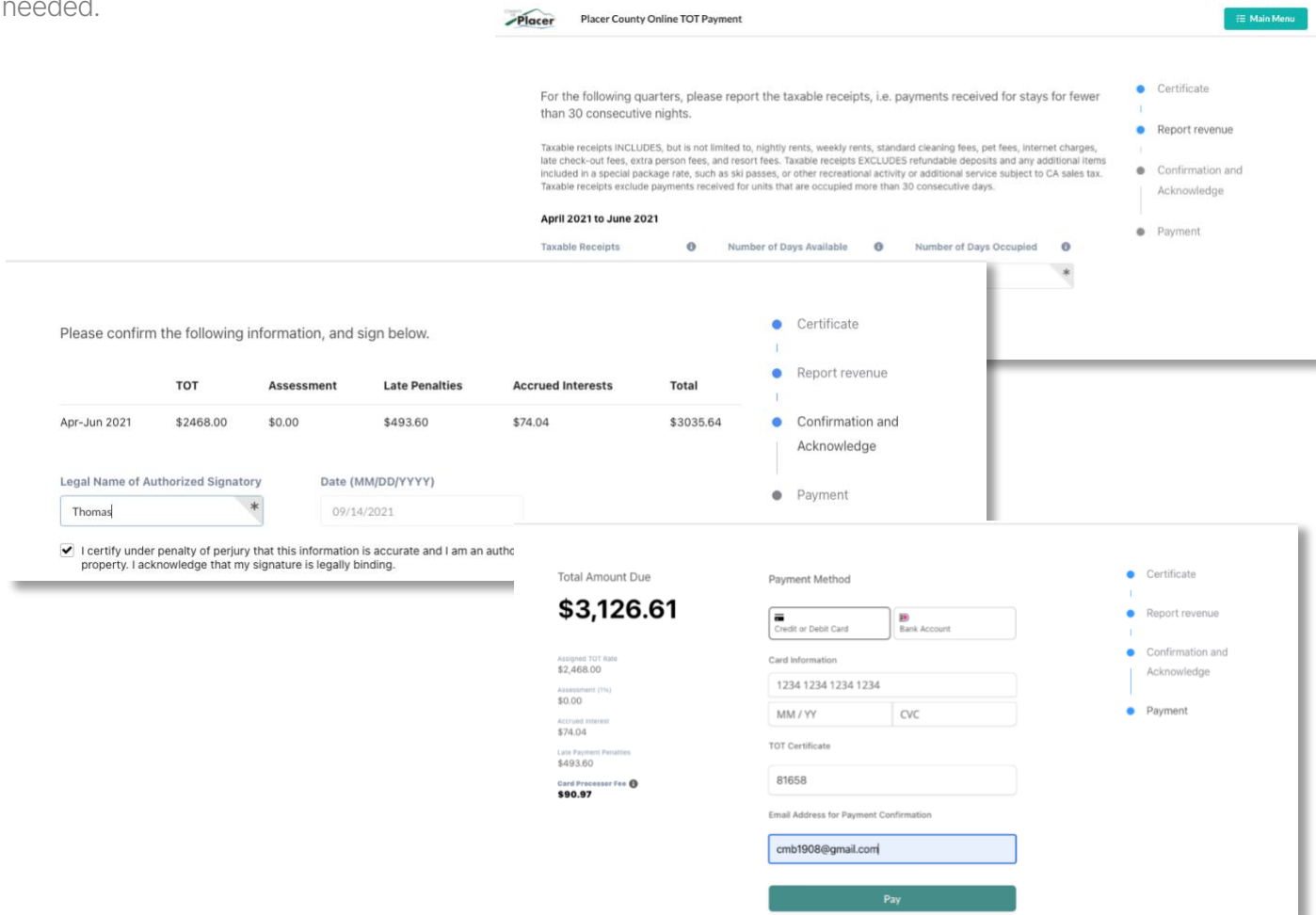
Tax Payment Option*

The **Tax Payment Portal** can be used to collect taxes from STR operators on a monthly, quarterly, or yearly basis. The Rentalscape Tax Payment system gathers information on the number of nights available for booking and the number of nights booked.

The Rentalscape Tax Payment system is configurable for each jurisdiction and includes automatic calculation of tax due based on the Town's tax rate, automatic calculation of late fees and penalties, and the ability to apply leniency on a per-property basis for late fees if needed.

The Rentalscape Tax Payment system uses Stripe for payment processing, allowing payments by credit card or ACH. Payments are remitted directly to the Town. Our existing customers have seen an increase in tax payments after adopting this system due to the ease of use of the portal. The Rentalscape Tax Payment system generates nightly reports that are delivered to the Town facilitating easy reconciliation of transactions. This system reduces the manual work required when processing paper forms.

Figure 16 below shows the Placer County Tax Payment system showing Placer County specific fields. The Rentalscape staff will work with the Town of Lauderdale-by-the-Sea to configure the Tax Payment system as needed.



Placer County Online TOT Payment

For the following quarters, please report the taxable receipts, i.e. payments received for stays for fewer than 30 consecutive nights.

Taxable receipts INCLUDES, but is not limited to, nightly rents, weekly rents, standard cleaning fees, pet fees, internet charges, late check-out fees, extra person fees, and resort fees. Taxable receipts EXCLUDES refundable deposits and any additional items included in a special package rate, such as ski passes, or other recreational activity or additional service subject to CA sales tax. Taxable receipts exclude payments received for units that are occupied more than 30 consecutive days.

April 2021 to June 2021

	TOT	Assessment	Late Penalties	Accrued Interests	Total
Apr-Jun 2021	\$2468.00	\$0.00	\$493.60	\$74.04	\$3035.64

Please confirm the following information, and sign below.

Legal Name of Authorized Signatory: Thomas

Date (MM/DD/YYYY): 09/14/2021

☒ I certify under penalty of perjury that this information is accurate and I am an auth property. I acknowledge that my signature is legally binding.

Total Amount Due: **\$3,126.61**

Assigned TOT Rate: \$2,468.00
Assessment (7%): \$0.00
Accrued Interest: \$74.04
Late Payment Penalties: \$493.60
Card Processor Fee: \$90.97

Payment Method: ☐ Credit or Debit Card ☐ Bank Account

Card Information: 1234 1234 1234 1234
MM / YY: CVC:

TOT Certificate: 81658

Email Address for Payment Confirmation: cmb1908@gmail.com

Pay

Figure 16: Rentalscape Lodging Tax Payment System

STR Constituent Portal Option*

The Rentalscape STR Constituent Portal is an interactive public online map that displays all registered short-term rentals within the Town. The exact information on the map can be configured to meet the Town's needs and may include details such as property owner and emergency contact information. The portal is branded with the Town's information and can include links to systems such as the short-term rental registration system.

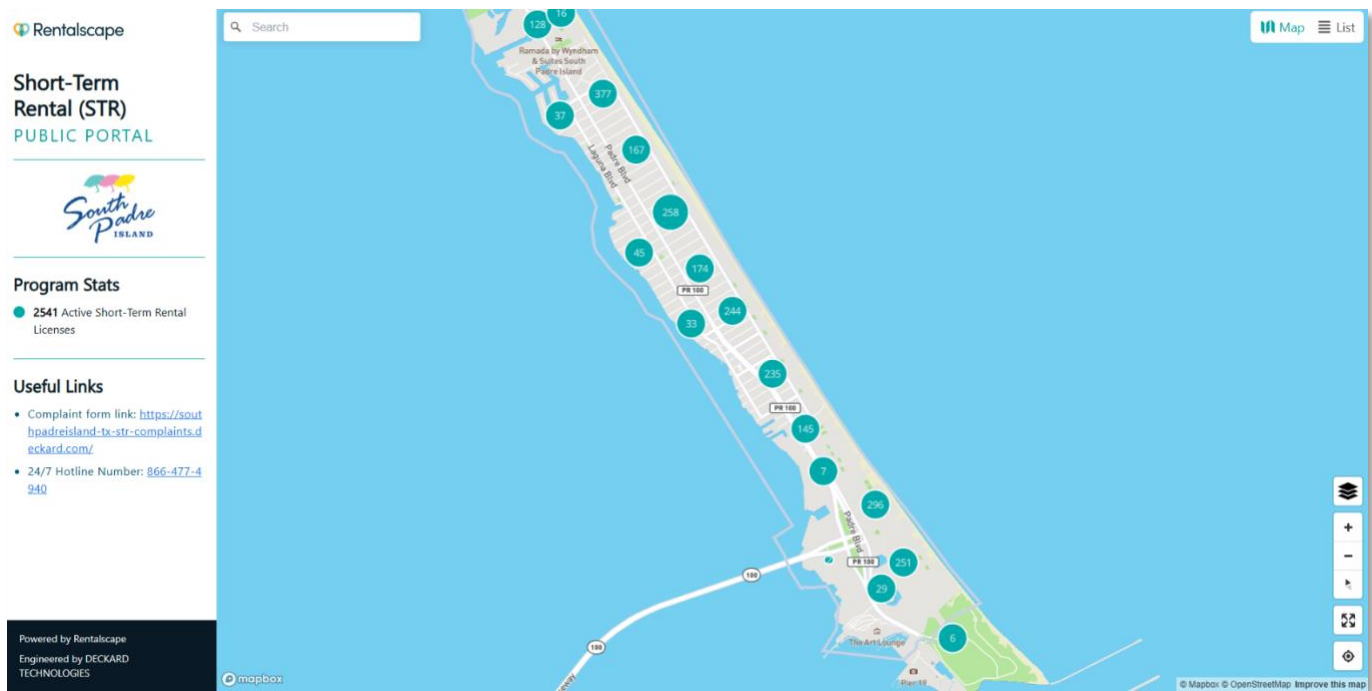


Figure 17: Rentalscape STR Constituent Portal

Rentalscape Inspection Module Option*

The Rentalscape Inspection Module is an integral part of our comprehensive solution for managing short-term rental markets. This module is designed to streamline the inspection process, making it more efficient and effective for field agents and Town staff alike. It is a web-enabled system that allows agents to conduct and record health and safety inspections directly in the field. With mobile capability, agents can make notes, comments, and even create complaints or tickets (in PDF format) on-site.

This module not only enhances the efficiency of inspections but also improves communication between code enforcement and short-term rental owners. Actions taken in the field can be easily stored or sent via email to both property owners and Town staff, ensuring that everyone involved is informed of any necessary changes before the property can be approved. By linking seamlessly with the greater Rentalscape system, this module helps maintain a cohesive and organized approach to managing the Lauderdale-by-the-Sea short-term rental market.

The Rentalscape Inspection Module is user-friendly and designed to support the specific needs of municipalities. It fosters a proactive approach to code compliance, allowing issues to be addressed promptly and thoroughly. This add-on module ensures that short-term rental properties are maintained to the highest standards, ultimately contributing to a safer and more well-regulated market.

Start Inspection

Property address

APN

Type of Property
Homeshare

Type of Inspection
New Inspection

Owner Details
Garrett
111-111-1111
garrett@deckard.com

CALL

BEGIN INSPECTION

STVR Health & Safety Inspection

Electrical

HVAC/Plumbing

Pools, Fountains and Similar Installations

Fire Safety

Administrative Requirements

Bedroom Discrepancy and/or Unpermitted Rooms

NEXT

SAVE INCOMPLETE

Electrical

Pursuant to CCMC 5.96.040 (L)
All light switches and electrical outlets are functioning and in proper working order.

Pass ☒ Needs Correction ☐

CEC Article 314.25, Covers and Canopies
All interior outlets shall be properly covered. Junction boxes require a blank cover.

Pass ☒ Needs Correction ☐

CEC 2019 Article 110.26, Spaces About Electrical Equipment
All electrical service panels, including subpanels shall be readily accessible.

Pass ☐ Needs Correction ☒

CEC 2019 Article 210.8, Ground-Fault Circuit Interrupter Protection
All exterior outlets shall be rain-tight and GFCI protected.

Pass ☒ Needs Correction ☐

CEC 2019 Article 310.10, Conductors for General Wiring, Installation; Uses Permitted
All exposed electrical conductors shall be protected from direct sunlight:
• No unprotected ROMEX
• Installed within conduit and ensure the conduit itself is UV rated
• Conduit shall be sufficiently supported

Passed Safety Inspection

Congratulations! Your Vacation Rental has PASSED the Vacation Rental Safety Inspection. No additional action is required.

Notes from this Inspection

There are no notes from this inspection

EMAIL RESULTS TO OWNER/AGENT

COMPLETE

Figure 18: Rentalscape Inspection Module

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WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) issued Request for Proposal No. 2024-09-01 (the “RFP”) for short-term rental software services (the “Services”); and

WHEREAS, after review and evaluation of the responsive proposals submitted, the Town Manager's designee ranked Deckard Technologies, Inc. (the "Contractor") as the most qualified to provide the Services based on the criteria set forth in the RFP; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize an Agreement with the Contractor for the Services.

Section 1. Recitals. Each “WHEREAS” clause set forth is true and correct and herein incorporated by this reference.

Section 2. Selection of Contractor and Award of Agreement. The Town Commission hereby selects the Contractor's proposal for the Services and awards the Contractor an Agreement for the Services in an amount not to exceed \$120,873.18.

Section 3. Authorization to Execute Agreement. The Town Commission hereby authorizes the Town Manager to enter into the Agreement, in substantially the form attached hereto as Exhibit "A," with the Contractor for the Services in an amount not to exceed \$120,873.18 subject to the approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

Section 4. Implementation. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 11th day of February, 2025.

Mayor Edmund Malkoon

Attest:

Katrina Adler, Town Clerk
(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TOWN OF LAUDERDALE-BY-THE-SEA
AND
DECKARD TECHNOLOGIES, INC.**

This Professional Services Agreement (“Agreement”), made and entered into this ____ day of _____ 2025 (“Effective Date”), by and between the **TOWN OF LAUDERDALE-BY-THE-SEA**, a Florida municipal corporation (the “Town”) and **DECKARD TECHNOLOGIES, INC.** a foreign corporation authorized to do business in the State of Florida (hereinafter, the “Consultant”).

WHEREAS, the Town desires short-term rental monitoring software services (the “Services”); and

WHEREAS, the Town and Consultant, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Town desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Services. The Consultant shall perform the services set forth in the Proposal attached hereto as Exhibit “1,” as requested by the Town (the “Services”). Consultant shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the Services. Consultant shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Consultant to provide the Services required hereunder.

2. Term. This Agreement shall commence on the Effective Date and shall continue for a three (3) year term and the option to renew the agreement for two additional one (1) year terms, unless terminated earlier as provided in Section 7 of this Agreement.

3. Compliance with Applicable Law. All work hereunder shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by Town. Consultant shall at all times protect Town’s property from all damage and shall repair or replace any damaged property as required by Town.

4. Compensation. Compensation hereunder shall be paid to Consultant as provided in the Proposal attached hereto as Exhibit “1,” in a total amount not to exceed \$120,873.18. Consultant shall invoice the Town at the end of each month based on a proration of the work completed. The Town shall pay the Consultant within 30 days of receipt of an approved invoice.

4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

5. Books and Records. Consultant shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply with Section 14. The Town shall have the right to audit the books and records of the Consultant related to the services authorized herein upon reasonable notice provided to Consultant. Any incomplete or incorrect entry in such books and records shall be a basis for Town's disallowance and recovery of any payment to Consultant based upon such entry.

6. Indemnity. Consultant shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties for work or materials required under or related to this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with Consultant's performance or non-performance of this Agreement. The provisions of this section shall survive termination of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

7. Termination.

7.1 Termination for convenience. The Town may terminate this Agreement for convenience by giving Consultant 30 calendar days' written notice. In the event of such termination, Consultant shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the Town, up through the date of termination. Under no circumstances shall the Town make payment for Services nor shall Consultant invoice the Town for Services not yet provided.

7.2 Termination for cause. This Agreement may be terminated by either party upon 5 calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, Consultant shall indemnify the Town against losses pertaining to this termination. In the event that this Contract is terminated by the Town for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 7.1 of this Agreement, and the provisions of Section 7.1 shall apply.

8. Notice. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail

with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Town Manager
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

With a copy to: Town Attorney
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

For The Consultant: **Deckard Technologies, Inc.**

9. Assignment and Changes. Consultant may not assign this Agreement. Any changes to this Agreement must be by written amendment, executed by the parties hereto.

10. Insurance. Consultant shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the Town is a named insured with respect to the required coverage. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then Consultant shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect.

All insurance policies required of the Consultant shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Broward County, Florida. The Town may accept coverage carriers having lower Best's ratings upon review of financial information concerning Consultant and the insurance carrier.

Consultant shall maintain in full force and effect throughout the contract the following types and limitations of insurance coverage:

1. **Comprehensive General Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$1,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors' coverage.
2. **Workers' Compensation Insurance** – Statutory.
3. **Comprehensive Automobile Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; \$1,000,000 Hired and Non Owned Auto Liability.

4. Professional Liability – \$1,000,000 policy to be written on a claims-made basis.

11. Entire Agreement. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

12. Consultant Representations. Consultant represents the following: Consultant is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Consultant have been duly authorized; this Agreement is binding on Consultant and enforceable against Contractor in accordance with its terms; and no consent of any other person or entity to such execution, delivery and performance is required.

13. Independent Contractor. This Agreement does not create an employee/employer or joint venture relationship between the parties. Consultant has been procured and is being engaged to provide Services to the Town as an independent contractor, and not as an agent or employee of the Town. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the Town, nor any rights generally afforded to classified or unclassified employees of the Town. Consultant further understands that Florida Workers' Compensation benefits available to employees of the Town are not available to Contractor and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the Town under this Agreement.

14. Chapter 119 (Public Records). The Consultant shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

(a) Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

(b) Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.

(d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the

Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(e) Any compensation due to Consultant shall be withheld until all records are received as provided herein.

(f) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4200, townclerk@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

15. Scrutinized Companies.

- a. Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

16. Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph,

sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.

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

18. Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida. If either the Town or Consultant is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

19. No Contingent Fees. Consultant warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

20. Ethics.

- a. Consultant warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
- b. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. Any subconsultants hired by the firm must also adhere to this policy and it must be included in their contracts as well.
- c. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.
- d. Consultant covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. CONSULTANT covenants that it will conduct no activity or provide any service that is unlawful or offensive.

21. E-Verify. In accordance with Section 448.095, Florida Statutes, the Town requires all Consultants, and any subcontractors thereof, doing business with the Town to register with and

use the E-Verify system to verify the work authorization status of all newly hired employees. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

22. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

23. Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

24. Survival of Provisions. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

25. Conflicts; Order of Priority. This document without exhibits is referred to as the "Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

- a. First Priority: This Agreement
- b. Second Priority: Request for Proposal No. 2024-09-01; and
- c. Third Priority: the Consultant's Bid;

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

TOWN:

CONSULTANT:

TOWN OF LAUDERDALE-BY-THE-SEA

DECKARD TECHNOLOGIES, INC.

By: _____
Linda Connors, Town Manager

By: _____

Attest: _____
Katrina Adler, Town Clerk

Approved as to Form and Legal Sufficiency:

Town Attorney Susan L. Trevarthen



Town Commission Agenda Item Report

Meeting Date: February 11, 2025

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Action Item

Agenda Section: NEW BUSINESS

Subject Title: Resolution 2025-16 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SELECTING FIRST CHOICE DIGITAL, INC. FOR DOCUMENT IMAGING SERVICES PURSUANT TO REQUEST FOR PROPOSAL NO. 2024-09-02; AUTHORIZING THE TOWN MANAGER TO EXECUTE A MULTI-YEAR AGREEMENT IN AN AMOUNT NOT TO EXCEED \$150,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: Background: The Town of Lauderdale-By-The-Sea issued **RFP No. 2024-09-02 (Exhibit 1)** to secure document imaging services that would allow for the efficient digitization, indexing, and secure storage of official Town records.

We received six qualified responses. Three were not evaluated because they did not meet the requirements of the RFP. While the Town staff has the ability to waive certain requirements, staff chose not to. The reasoning behind this decision was related to attention to detail. The proposed project requires significant attention to detail is important to the effective implementation of this project.

The committee evaluators scored the proposal based on a weighted ranking system, with scores ranging from 1 to 10 (10 being the highest) **(Exhibit 3)**. Below is a breakdown of the committee's scores for the respondents;

Respondent	Average Committee Score
First Choice Digital	99
Court Record and Data Management Services	82
Services on Site	58

First Choice Digital consistently received the highest scores across multiple evaluation categories, solidifying their position as the top-ranked bidder. Their key strengths included ability to meet set standards, expertise of personnel and cost-effectiveness.

Recommendation: Approve Resolution 2025-16 awarding **First Choice Digital, Inc. RFP No. 2024-09-02** and authorizing the Town Manager to execute a contract **(Exhibit 4)**.

Exhibits:

1. Exhibit 1- Paperless RFP Bid Announcement
2. Exhibit 2-First Choice Digital Response - RFP No. 2024-09-02 Document Imaging RFP
BID
3. Exhibit 3- Score Tabulation
4. Resolution 2025-16 First Choice Digital, Inc. For Document Imaging Services
5. Agreement - Selecting First Choice Digital For Document Imaging Services

LAUDERDALE BY•THE•SEA



REQUEST FOR PROPSAL No. 2024-09-02

Document Imaging Services

RFP OPENING: September 2, 2024, 11:00 A.M.

Town Hall
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
REQUEST FOR PROPOSALS NO. 24-09-02

The Town of Lauderdale-By-The-Sea, Florida invites qualified firms to submit proposals to provide:

Document Imaging Services

The Town intends to award a contract to a firm(s) to provide services necessary for the project (the "Project") described herein.

The Town of Lauderdale-By-The-Sea, Florida (the "Town") will receive sealed proposals until 11:00 A.M. (local), September 30, 2024, in Town Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

See Part II, Section H, for information regarding submitting a proposal.

The Town's contact information for this RFP is:

Katrina Adler, Town Clerk
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4201
Fax: 954-640-4236
Email: TownClerk@lbts-fl.gov

RFP documents may be obtained via the Internet at the Town of Lauderdale-By-The-Sea website at www.lauderdalebythesea-fl.gov and this RFP is posted on www.Demandstar.com. If you do not have internet access, you may obtain the documents by contacting the Town Clerk.

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

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Document Imaging Services
Town of Lauderdale-By-The-Sea RFP No. 2024-09-02
Part I – Statement of Work

PART I - STATEMENT OF WORK

A. OBJECTIVE

The Town of Lauderdale-By-The-Sea is a seaside community with a permanent population of about 6,500 that increases to about 13,000 during the winter season.

The Town of Lauderdale-By-The-Sea seeks proposals from qualified vendors for a three (3) year agreement with three (3) one (1) year extensions to provide the Town with document imaging, scanning, indexing, and destruction services for historical and active, development applications, building permits and records. Scanning and indexing the documents into the Town's a cloud base storage system, Laserfiche, will enable staff to make permit records available online in the future enabling residents to easily obtain building permit information online.

The proposer will work with the Town to scan index and file documents and images within the Town's Laserfiche Cloud Repository and prepare and administer the destruction of digitized file in coordination with the Town Clerk and Development Services Department. Indexing will be approved according to Town Guidelines. Public records must be scanned in accordance with Rule 1 B-26.003, Florida Administrative Code. All file destruction will meet statutory retention requirements; and before proposer destroys any files, Town staff will review documents to ensure they have been properly uploaded and indexed according to the Town specifications. The proposer will be responsible for administering the indexing and destruction of files with the Town approval.

The proposer must be able to transport, store, and scan documents off-site. In the future, the Town may require the proposer to complete scanning on-site once the Town's existing space constraints have been resolved. The proposer will provide all equipment and supplies necessary to image/scan documents and plans up to 24"X36" in size. At each phase of the project, the proposer will provide and maintain a catalog to track the documents that have been taken off site, documents that have been scanned and documents that remain to be scanned. This catalog system will be updated daily. Quality control measures must also be established to ensure the files are effectively scanned and indexed.

Document Imaging Services

Town of Lauderdale-By-The-Sea RFP No. 2024-09-02

Part I – Statement of Work

B. GENERAL INFORMATION

Lauderdale-By-The-Sea, Florida is a seaside community just north of Fort Lauderdale with a permanent population of 6,500 residents. Although small in population, over the last three (3) years, the Town has received an average of 1,568 building permit applications per year. Currently, permits, plans and historical property data is stored in the Town's file room in cabinets. The file room is now approaching maximum capacity after years of storage of thousands of files. Space limitations have now spurred the need for digital storage. Digitizing historical files not only reduces the need for storage space but also protects historical data in the event the file room is flooded due to a major rain event.

C. SCOPE OF WORK

The vendor shall provide the Town with document imaging, scanning, indexing and destruction services for historical and active, development applications, building permits and records that includes, at a minimum, all the following guidelines:

1. Digital Document Type - PDF and TIFF

Public records must be scanned in accordance with Rule 1 B-26.003, Florida Administrative Code. For records with a minimum retention of over 10 years, the rule states that the records must be scanned at a minimum 300 dpi and use a published International Organization for Standardization (ISO) open standard image format. These formats include TIFF (Specification 6.0), PDF, PDF/A, and others. The Town requires documents and images 11"x17" and smaller to be captured in 300 dpi and PDF text recognizable/searchable. Documents and images larger than 11x17" are required to be 400 dpi and either TIFF 6.0 or PDF, unless otherwise specified by Town Staff to prior to processing.

In addition, per Rule 1 B-26.003 of the Florida Administrative Code, record (master) copies of scanned images created by the agency from hard copy permanent or long-term records must be stored in accordance with a published International Organization for Standardization (ISO) open standard image format. The iso extension is an uncompressed archive disk image file that represents the contents of entire data on an optical disc such as CD or DVD. Based on the ISO-9660 standard, the ISO image file format contains the disc data along with the filesystem information that is stored in it.

2. Indexing

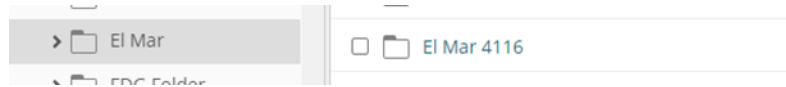
Naming Files – Files will be named according to the property files folder organization system within the Town's Laserfiche cloud storage software. Nearly all files to be imaged/scanned are

Document Imaging Services

Town of Lauderdale-By-The-Sea RFP No. 2024-09-02

Part I – Statement of Work

associated with a Permit. The file will be named according to permit number and address as noted in the 2 examples below:



Permit 12-005699 – El Mar 4116 56

The permit number will be listed exactly as the above example.

The address follows a dash with the Street matching the Laserfiche filing system.

The file for El Mar Drive does not contain “Drive” so drive is not included in the file name.

4116 follows the street name.

56 represents unit, condominium number etc. and immediately follows to address number with a space between.



Permit 17-005566 – Tradewinds W 4241 – Plans (or similar wording to identify plan set files)

The permit number will be listed exactly as the above example.

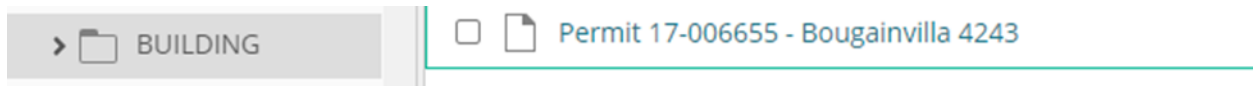
The address follows a dash with the Street matching the Laserfiche filing system. The file for Tradewinds does not contain “Drive” so drive is not included in the file name.

Tradewinds is North, South, East and West, so in the case the W indicates Tradewinds West.

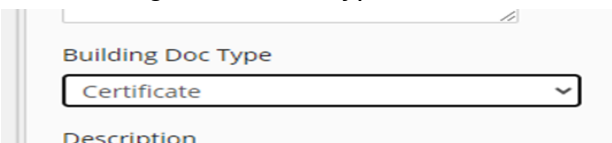
4241 follows the street name.

“Plans” is used in the name to indicate the file contains drawings sized over 11”x17”.

Filing - Permit files are saved to the applicable property address in the BUILDING folder within the specific property address. See example below:



When applicable, scan/image the property Certificate of Occupancy (CO) as a separate file using the “Building Document” Type, “Certificate” as shown in example below:



Name the file: Permit 17-006655 Bougainvilla 4243 – Certificate of Occupancy (or CO).

Metadata - Specific Metadata to be provided as part of indexing (in addition to naming file)

- a. Template Type – Selected “Dev – Building Template” from Dropdown Menu

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Part I – Statement of Work

- b. Permit Number – Type Permit number per below
- c. Folio Number – Type without dashes
- d. Address – Type Street name, Number and Unit (if applicable) matching Laserfiche as noted in 2. Indexing portion of these guidelines.
- e. Building Document type – Selected from Dropdown menu “Permit” for all files 11”X17” size and “Drawings” for documents/drawings/plans over 11”X17” sized. Description –
- f. Description - Additional Identifying information or special notes to help identify documents contained within the file.

The screenshot shows a web-based document management interface. At the top, there is a header bar with a document icon, the text 'Permit 17-006655 - Bougainvill...', and a star icon. Below the header, there are tabs: 'Details', 'Fields' (which is highlighted with a green underline), 'Annotations', and 'More' with a dropdown arrow. The main content area is titled 'Template' and contains several input fields with labels and dropdown menus. The fields are: 'Template' (dropdown menu showing 'Dev - Building'), 'Permit Number' (text input field with '17-006655' and a right arrow button), 'Folio' (text input field with '494318013420' and a right arrow button), 'Address' (text input field with 'Bougainvilla 4243' and a right arrow button), 'Building Doc Type' (dropdown menu showing 'Permit'), and 'Description' (text input field with 'Permit Folder file 8 1/2 x 11 and 8 1/2 by 14 documents Drawings and Maps in separate file Related' and a right arrow button).

3. Imaging/Scanning Particulars

The Proposer is responsible for preparing documents for scanning/imaging including the removal

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of all staples, fasteners, and paperclips; repair all torn or deteriorated edges with non-reflective tape or other method as accepted. Ordering/proper orientation of documents, examination of back sides for additional information to be scanned, straighten all folded plans and mount any irregular size memorandum on standard 8 1/2" x 11" paper and otherwise in preparation for scanning/imaging.

Any document with information contained on both the back page in addition to the front page, requires both front and back pages to be scanned/imaged. Back Pages or double-sided documents will be scanned and organized in a manner that requires the back page to be ordered immediately follow the front page in the digitally scanned/imaged document. Any back page scanned/imaged containing information (any page other than a blank page) will be counted as a page/image pursuant to specific unit cost as provided in by proposer in Form C.

Scanning process should provide for automatic detection for duplex scanning and blank pages. Both sides of documents shall be imaged as needed, excluding blank pages. All blank pages should be excluded from the process, including count and charge for scanned page(s).

Documents shall be rotated to provide maximum readability (e.g., letters shall be in the proper orientation when the document is displayed without rotation). All images must be correctly oriented when opened with no rotation. The Proposer will sight verify a random sampling of the resulting output for clarity and faithful reproduction. All documents and data that fail this quality assurance process are to be rescanned at no additional cost to the Town until the prescribed quality is met. The Proposer will also be required to perform a final quality control step that compares the final output to the manifest the Town provides to ensure that every document has been imaged and indexed.

Images must be aligned properly within the image environment. Images must not be skewed or distorted more than +/-3 degrees. Image line widths and text thickness must match the original image as closely as possible, without the loss of legibility of any portion of the image. The scanning equipment's specified "scan accuracy" must fall within the range of less than +/- 0.040" over 36 inches for Drawings. Paper skew tolerances must fall within the range of less than +/-0.1 %.

4. Storage and Accessibility

The proposer will provide and maintain a catalog to track the documents taken off site, documents that have been scanned and documents that remain to be scanned. This catalog system will contain/track the following:

- a. Documents that have been taken off site (initially, at the start of the project);
- b. Documents that have been scanned;
- c. Documents that have been indexed;
- d. Documents that have been approved for destruction;
- e. Documents that have been destroyed; and
- f. Documents that remain to be scanned.

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In the event a document is needed, the Town will require designated staff access to original documents supplied to the Proposer. The Proposer will provide the ability to locate and return to the town department any original document that is in the possession of the Proposer within (2) business days from the time of request by an authorized department agent. After the Town has fulfilled its need, the Proposer shall also pick up these documents and return with them to the Proposer's site to either complete the scanning, indexing or conversion process, whichever applies.

Safeguards against theft, loss, and /or damage must be maintained at the highest levels. The Proposer will be held responsible for lost, stolen and/or damaged original documents. The Proposer will be fined up to \$500 for a records box that is lost, stolen or damaged. Town Staff shall be provided access Proposer facility to inspect Town records within (2) business days of Town request for on-site access at Proposer facility.

5. Destruction

Once the Proposer has scanned images with proper indexing, and has checked for both clarity and accuracy, the Town Clerk's Office will normally require the Proposer to shred the original documents. The Town prefers the Proposer to do the shredding themselves on the Proposer's site, but the Town will permit the Proposer to hire an outside vendor that will perform shredding on the Proposer's site. The Town will not permit its documents to be taken off the Proposer's site for shredding. If the Proposer hires an outside shredding vendor to do the shredding on the Proposer's site, the outside shredding vendor must be bonded. In either instance, the Proposer will be required to have at least one of their own employees present during the shredding of all Town documents.

Proposer will provide document destruction services in accordance with state of Florida retention regulations. Proposer will be required to provide the Town Clerk's Office or Development Services Department Staff a signoff for "certificate of destruction" using the state of Florida Division of Library "Records Disposition Document," as the Proposer signs along with a witness signature, verifying what documents have been destroyed, the date of destruction and that the security of the documents was safeguarded through the entire destruction process. The Proposer will ensure the Records Disposition Document properly indicates the cubic feet and particular retention schedule of the documents digitized in coordination with the Town Clerk or Development Services Department Staff. The Town reserves the right to have its own designated employee(s) present during the Proposer's destruction process. The Town also reserves the right to use a different alternative for destruction of its documents if it is determined to be in the best interest of the Town.

D. TECHNICAL REQUIREMENTS

1. The proposer shall be authorized to do business in Florida and Broward County.

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2. The business shall have successfully managed a program of similar services for a minimum of five (5) years.
3. The successful proposer shall provide all labor, equipment, and materials necessary for the performance of the requested services as outlined in this RFP.
4. The proposer shall have experience with Laserfiche cloud storage system for a client within the state of Florida.
5. The proposer must have past contracts with other governmental jurisdictions for a similar project and submit those contracts with the proposal.
6. The proposer must have and provide references for previous clients where similar projects have been implemented.
7. The proposer must provide a history of meeting required time frames and deadlines.
8. The proposer must provide a detailed timeline and anticipated approach to the project.

E. *INSURANCE AND LICENSES*

The successful Proposer shall maintain in full force and effect throughout the contract: (a) insurance coverage reflecting the minimum amounts and conditions required by the Town, and (b) any required licenses.

1. **Comprehensive General Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$2,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractor's coverage.
2. **Workers' Compensation Insurance** – Statutory.
3. **Comprehensive Automobile Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; \$1,000,000 Hired & Non-Owned Auto Liability.
4. **Professional Liability** – Please indicate if you carry Professional Liability Insurance and, if so, in what amount.

END OF PART I

Document Imaging Services
Town of Lauderdale-By-The-Sea RFP No. 2024-09-02
Part II –General Information

PART II: RFP GENERAL INFORMATION

A. DEFINITIONS

For the purposes of this Request for Proposals (RFP): **Proposer** shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFP. **Town** shall mean the Town of Lauderdale-By-The-Sea, Town Commission or Town Manager, as applicable, and any officials, employees, agents and elected officials.

Contact information for the purpose of this RFP shall mean:

Katrina Adler, Town Clerk
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4201
Email: townclerk@lbts-fl.gov

B. INVITATION TO PROPOSE; PURPOSE

The Town solicits proposals from responsible Proposers to perform work for or provide goods and/or services to the Town as specifically described in Part I, Statement of Work.

C. CONTRACT AWARDS

The Town Commission anticipates entering into a contract contingent on budget approval for the 2025 fiscal year with the Proposer who submits the proposal judged by the Town to be most advantageous to us. The Town anticipates awarding one contract, but reserves the right to award more than one contract if in its best interest. If the Town selects a Proposal, the Town will provide a written notice of the award.

The Proposer understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the Proposer. A contract or agreement is not binding until a written contract or agreement has been approved as to form by the Town Attorney and has been executed by both the Town (with Commission approval, if applicable) and the successful Proposer.

D. PROPOSAL COSTS

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

E. INQUIRIES

Document Imaging Services

Town of Lauderdale-By-The-Sea RFP No. 2024-09-02

Part II –General Information

The Town will not respond to oral inquiries. Proposers may e-mail inquiries for interpretation of this RFP to the attention of the Town Clerk. Please mark the correspondence “RFP No. 2024-09-02 QUESTION”.

The Town will respond to written inquiries received at least 7 working days prior to the date scheduled for receiving the proposals. The Town will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the Town will email, mail or fax written addenda to any potential Proposer who has provided their contact information to the Clerk. Although the Town will try to notify each prospective Proposer of the addendum, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

F. DELAYS

The Town may postpone scheduled due dates in its sole discretion. The Town will attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

G. PRE-PROPOSAL MEETING Pre-proposal meetings are available and encouraged to be scheduled prior to response submission.

H. PROPOSAL SUBMISSION

Proposers shall submit one (1) original hard copy of the proposal in a sealed, opaque package. The package shall be clearly marked on the outside as follows:

To: Town of Lauderdale-By-The-Sea

Submitted by: _____

Address: _____

Proposals may be submitted in person or by mail. **Proposer shall also submit one electronic copy via email to townclerk@lbts-fl.gov the email shall be titled:**

RFP No. 2024-09-02

Project: Document Imaging/Services

Late submittals, additions, or changes will not be accepted and will be returned to the bidder unopened.

Due to the irregularity of mail service, the Town cautions Proposers to ensure actual delivery of proposals to the Town prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling the Office of the Town Clerk before proposal opening time. Proposers may withdraw their proposals

Document Imaging Services

Town of Lauderdale-By-The-Sea RFP No. 2024-09-02

Part II –General Information

by notifying the Town in writing at any time prior to the opening. Proposals, once opened, become property of the Town and will not be returned.

I. PROPOSAL FORMAT

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified herein. Unless otherwise specified, Proposers shall use the proposal forms provided by the Town herein. These forms may be duplicated, but failure to use the forms may cause your proposal to be rejected. Any erasures or corrections on the form must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or completed in ink. Proposals shall be signed in ink when submitted in person. When an RFP requires multiple copies, they may be included in a single envelope or package properly sealed and identified. Electronic submissions are also accepted and must be signed digitally.

All proposals shall be submitted as specified in this RFP. Any attachments shall be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals lacking this reference may be considered to have no reference material included in the additional documents.

Proposers shall prepare their proposals using the following format:

1. Letter of Transmittal
This letter will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to provide its services on behalf of the Town. The letter must name all the persons authorized to make representations for or on behalf of the Proposer, and must include their titles, addresses, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the Proposer must sign the letter of transmittal.
2. Title Page
The title page shall show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the RFP No. and the Project name.
3. Table of Contents
Include a clear identification of the material by section and by page number.
4. Organization Profile and Qualifications
This section of the proposal must describe the Proposer, including the size, range of activities, and experience providing similar services.

Document Imaging Services

Town of Lauderdale-By-The-Sea RFP No. 2024-09-02

Part II –General Information

Each Proposer must include:

- Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.
- Resumes and professional qualifications of all primary individuals and identify the person(s) who will be the Town's primary contact and provide the person(s') background, training, experience, qualifications and authority.
- Completed RFP Forms A, B, C, and D. All RFP forms are included as exhibits to this document.

5. Experience

The Proposer must describe its expertise in and experience with providing goods and/or services similar to those required by this RFP. Describe previous experience relating to the Scope of Work requested in this RFP. Has the firm worked for other governmental entities, particularly municipalities? If so, please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishments for each.

6. Approach to Providing Services

This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach, activities and work products to be provided.

7. Compensation

The proposal shall document the fee proposal for the goods and/or services on RFP Form C.

8. Additional Information

Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the proposal.

Document Imaging Services

Town of Lauderdale-By-The-Sea RFP No. 2024-09-02

Part II –General Information

J. PROPOSAL – Procedural Information

1. **Interviews:**

The Town reserves the right to conduct personal interviews or require presentations prior to selection. The Town is not responsible for any expenses which Proposers may incur in connection with a presentation to the Town or related in any way to this RFP.

2. **Request for Additional Information:**

The Proposer shall provide such additional information as the Town may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation. Failure to provide additional information requested may result in disqualification of the proposal.

3. **Proposals Binding:**

All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following opening. Town may desire to accept a proposal after this time. In such case, Proposer may choose not to continue to honor the proposal terms.

4. **Alternate Proposals:**

An alternate proposal is viewed by the Town as a proposal describing an approach to accomplishing the requirements of this RFP which differs from the approach set forth in the solicitation. An alternate proposal may be a second proposal submitted by the same Proposer, which differs in some degree from the prior proposal or from this RFP. Alternate proposals may be in the area of technical approach, or other provisions or requirements of this RFP. The Town will, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the Town's best interest.

5. **Proposer's Certification Form:**

Each proposer shall complete the "Proposer's Certification" form included as RFP Form D and submit the form with the proposal. This form must be acknowledged by a witness who is present during the form's signing.

K. PUBLIC RECORDS

Proposals are public documents and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the Proposer's responsibility to become familiar with these concepts. The contract will include a provision wherein the Proposer releases and agrees to defend, indemnify, and hold harmless the Town and the Town's

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Part II –General Information

officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records. By statute, the contract will also contain the following clauses:

Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Town. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Manager, at no cost to the Town, within seven (7) days of termination of this Agreement. 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. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

L. IRREGULARITIES; REJECTION OF PROPOSALS

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental

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Part II –General Information

jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

M. EVALUATION METHOD AND CRITERIA

1. General

The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The Town reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including shareholders, principals and senior management, before making an award. Awards, if any, will be based on both an objective and subjective comparison of proposals and Proposers. The Town's decisions will be final. The Town's evaluation criteria may include, but shall not be limited to, consideration of the following:

- A. ability to meet set standards;
- B. availability of qualified personnel
- C. compensation.
- D. expertise of personnel;
- E. financial resources and capabilities;
- F. past contracts with other governmental jurisdictions;
- G. past performance records;
- H. qualifications of Proposer;
- I. references;
- J. related experience in Florida;
- K. technical soundness of proposal; and,
- L. time frames.

2. Selection

The Town Manager or designee may conduct the selection process, or at the option of the Town Manager, it may be referred to a selection committee (the "Committee"). Either the Town Manager or designee or the Committee will review all proposals received and establish a list of selected Proposers deemed to be the most qualified to provide the service requested based in part on the criteria set forth above. The Town Manager or designee may submit a recommended firm or a "short list" or a combination of a recommended firm and the "short list" to the Town Commission and the Town Commission shall make a final award. The Town Manager or designee may request oral presentation from the Proposers. Proposers are advised that the Town reserves the right to conduct negotiations with the most qualified Proposer but may not do so. Therefore, each Proposer should endeavor to submit its best proposal initially.

Document Imaging Services

Town of Lauderdale-By-The-Sea RFP No. 2024-09-02

Part II –General Information

N. REPRESENTATIONS AND WARRANTIES

In submitting a proposal, Proposer warrants and represents that:

1. Proposer has examined and carefully studied all data provided, and any applicable Addenda; receipt of which is hereby acknowledged.
2. Proposer has visited the relevant site, if any, and is familiar with and satisfied as to the general, local and “site” conditions that may affect cost, progress, and performance of goods and/or services in their proposal.
3. Proposer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the goods and/or services in their proposal.
4. If applicable, Proposer has obtained and carefully studied (or assumes responsibility for having done so) all documents available related to the subject of the RFP and performed any examinations, investigations, explorations, tests, studies and data concerning conditions that may affect cost, progress, or performance of the goods and/or services that relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Proposer, including safety precautions and programs incident thereto.
5. Proposer has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in this RFP and any addenda thereto, and the written resolution thereof by the Town is acceptable to Proposer.
6. The RFP is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal that is submitted.
7. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the Town has any interest, financially or otherwise, in the RFP or contract.

O. Town Contract

The selected Proposer is expected to execute the Town’s standard professional services contract, in the form approved by the Town Attorney. The contract will contain the following clauses required by Town Code, and all vendors are expected to comply with these requirements:

No officer or employee of the Town of Lauderdale-By-The-Sea, Florida, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

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Town of Lauderdale-By-The-Sea RFP No. 2024-09-02

Part II –General Information

No vendor shall give, solicit for, deliver, or provide a campaign contribution directly or indirectly to a candidate or to the campaign committee of a candidate for the offices of Mayor or Commissioner.

End of Part II

RFP FORM A

Proposer: _____

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is:
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail.
3. The address of the principal place of business is:
4. Company telephone number, and e-mail addresses:
5. Number of employees:
6. Name of employees to be assigned to this Project:
7. Company identification numbers for the Internal Revenue Service:
8. Provide Broward County occupational license number, if applicable, and expiration date:
9. How many years has your organization been in business? Does your organization have a specialty?
10. List the last three projects of this nature that the firm has completed? Please provide project description, reference and cost of work completed.
11. Have you ever failed to complete any work awarded to you? If so, where and why?

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12. Provide the following information concerning all contracts **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

13. Provide the following information for any sub-consultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed

The foregoing list of sub-consultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFP Form B

Proposer: _____

REFERENCE FORM

Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Give names, addresses and telephone numbers of five individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact _____
Title of Contact _____
Telephone Number: _____ Email Address _____
2. Name of Contact _____
Title of Contact _____
Telephone Number: _____ Email Address _____
3. Name of Contact _____
Title of Contact _____
Telephone Number: _____ Email Address _____
4. Name of Contact _____
Title of Contact _____
Telephone Number: _____ Email Address _____
5. Name of Contact _____
Title of Contact _____
Telephone Number: _____ Email Address _____

RFP Form C

Proposer: _____

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

***THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.***

Name of Proposer: _____

Name of authorized representative of Proposer: _____

Instructions: Show the price/cost for each Item Description your firm will provide per the requested scope of work. Include the fees/costs associated with each proposed Item Description.

Pricing for imaging/scanning will include prepping, indexing and any transportation costs. Scanning for all 11"x17" documents/images will be combined and indexed as one file for each specific permit number. All drawings and other images larger than 11"x17" will be scanned and indexed as one file according to drawing sets per specific permit number. On average, drawings and plan sets will range between one and five drawing sets for each permit number.

Proposer agrees to provide services below in accordance with terms, conditions and specifications contained in the RFP. Firm, fixed costs/prices quoted for all products and services in this RFP shall be deemed as cost to the Town, including travel and any other miscellaneous expenses, and no other costs to the Town will be accepted. The Total Project Cost/Price SHALL include all fees and reimbursements for out-of-pocket costs.

Appendix A

Lauderdale-By-The-Sea RFP No. 24-09-02

<u>Item Description</u>	<u>Town Department Annual Estimate</u>	<u>Proposer Unit Price</u>	<u>Total Price</u>
Unit Cost per Scanned Image/Document - Letter and Legal Size Documents 11"x17" and smaller	38,000 images/pages	_____	_____
Unit Cost per Scanned Image/Document - Letter and Legal Size Documents larger than 11"x17" and up to 24"x36"	5000 images/pages	_____	_____
Certified Destruction of Scanned Documents - Unit price per cubic feet	70 cubic feet	_____	_____
Totals			_____

Please ensure your Unit Price/Cost includes the cost of:

1. Onsite meetings with Town staff when requested to inspect work;
 2. A verbal report of any defects, damage or issues that may be noticed during imaging;
- and

Payments will be made on each deliverable upon receipt and acceptance by the Town.

Appendix A
Lauderdale-By-The-Sea RFP No. 24-09-02

By: _____

Date: _____

Name: _____

Title: _____

RFP FORM D

Proposer: _____

***THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.***

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of

Lauderdale-By-The-Sea RFP No. 24-09-02

the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business

By:

Signature

Print Name and Title

Mailing Address

Witness:

By:

Signature

Print Name

RFP FORM A

Proposer: _____

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is:
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail.
3. The address of the principal place of business is:
4. Company telephone number, and e-mail addresses:
5. Number of employees:
 1. Name of employees to be assigned to this Project:
 2. Company identification numbers for the Internal Revenue Service:
 3. Provide Broward County occupational license number, if applicable, and expiration date:
 4. How many years has your organization been in business? Does your organization have a specialty?
 5. List the last three projects of this nature that the firm has completed? Please provide project description, reference and cost of work completed.
 6. Have you ever failed to complete any work awarded to you? If so, where and why?
 7. Provide the following information concerning all contracts **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

8. Provide the following information for any sub-consultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed

The foregoing list of sub-consultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFP Form B

Proposer: _____

REFERENCE FORM

Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Give names, addresses and telephone numbers of five individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact _____
Title of Contact _____
Telephone Number: _____ Email Address _____
2. Name of Contact _____
Title of Contact _____
Telephone Number: _____ Email Address _____
3. Name of Contact _____
Title of Contact _____
Telephone Number: _____ Email Address _____
4. Name of Contact _____
Title of Contact _____
Telephone Number: _____ Email Address _____
5. Name of Contact _____
Title of Contact _____
Telephone Number: _____ Email Address _____

RFP Form C

Proposer: _____

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

***THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.***

Name of Proposer: _____

Name of authorized representative of Proposer: _____

Instructions: Show the price/cost for each Item Description your firm will provide per the requested scope of work. Include the fees/costs associated with each proposed Item Description.

Pricing for imaging/scanning will include prepping, indexing and any transportation costs. Scanning for all 11"x17" documents/images will be combined and indexed as one file for each specific permit number. All drawings and other images larger than 11"x17" will be scanned and indexed as one file according to drawing sets per specific permit number. On average, drawings and plan sets will range between one and five drawing sets for each permit number.

Proposer agrees to provide services below in accordance with terms, conditions and specifications contained in the RFP. Firm, fixed costs/prices quoted for all products and services in this RFP shall be deemed as cost to the Town, including travel and any other miscellaneous expenses, and no other costs to the Town will be accepted. The Total Project Cost/Price SHALL include all fees and reimbursements for out-of-pocket costs.

<u>Item Description</u>	<u>Town Department Annual Estimate</u>	<u>Proposer Unit Price</u>	<u>Total Price</u>
Unit Cost per Scanned Image/Document - Letter and Legal Size Documents 11"x17" and smaller	38,000 images/pages	_____	_____
Unit Cost per Scanned Image/Document - Letter and Legal Size Documents larger than 11"x17" and up to 24"x36"	5000 images/pages	_____	_____
Certified Destruction of Scanned Documents - Unit price per cubic feet	70 cubic feet	_____	_____
Totals			_____

Please ensure your Unit Price/Cost includes the cost of:

1. Onsite meetings with Town staff when requested to inspect work;
2. A verbal report of any defects, damage or issues that may be noticed during imaging;
and

Payments will be made on each deliverable upon receipt and acceptance by the Town.

By: _____

Date: _____

Name: _____

Title: _____

RFP FORM D

Proposer: _____

***THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.***

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, nor to my knowledge, any of its

officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business

By:

Signature

Print Name and Title

Mailing Address

Witness:

By:

Signature

Print Name

Addendum to:

REQUEST FOR PROPSAL No. 2024-09-02 Document Imaging Services

Question:

What specific documents were required to be scanned in Color?

Answer:

All documents can be scanned in black and white with the exception of:

1. File Folders:

Permit and Development documents that are contained within Color folders (mostly yellow and red) require the folder to be scanned in color. The File Folder contains color coded information pertinent to the file.

2. Specific Documents:

Aside from folders noted above, the specific documents required to be scanned in color are:

- a. Sign and Architectural Review Photos/Drawings
- b. Development Orders and Attached Plans

Question:

How should raised seals on plans and documents be managed for imaging?

Answer:

Raised seals should be clearly visible within the final scan/image.

September 30, 2024 @ 11: 00 AM
REQUEST FOR PROPOSAL
NO. 2024-09-02



Town of Lauderdale-By-The-Sea

DOCUMENT IMAGING SERVICES

Submitted by:

First Choice Digital, Inc.
245 Southeast 1st Street
Suite 300
Miami, FL 33131
305.579.5144
rramos@thefirstchoicedigital.com





TAB 1:

LETTER OF TRANSMITTAL

TOWN OF LAUDERDALE BY-THE-SEA
RFP No. 2024-09-02

September 30, 2024

Town of Lauderdale-By-The-Sea
Town Hall
4501 Ocean Drive
Lauderdale-By-the-Sea, FL 33308

RE: Request For Proposal No. 2024-09-02 – Document Imaging Services

To Whom It May Concern:

First Choice Digital, Inc. (FCD) submits its response to the Town of Lauderdale-By-The-Sea (Town) Request for Proposal (2024-09-02) to provide Document Imaging Services. We thoroughly understand the Scope of Services and have enclosed one (1) original hard copy of our response to this RFP.

Since our inception in 2005, FCD has been offering Document Imaging Services. Our firm is a top provider of Streamlining Document Management and Workflow for Government Jurisdictions, the Legal Profession, and Corporations. **More importantly FCD is proud to have been providing these services effectively and efficiently to the Town for the past year.**

Our mission is to deliver highly effective, innovative solutions at truly affordable cost. As you review our proposal, you will see our commitment to delivering all the services outlined in Part I – Statement of Work of this RFP.

We hereby confirm that the following authorized personnel are designated to make representations on behalf of our company and to negotiate and execute any contracts related to these services.

Mr. Ruben Ramos - President
245 Southeast 1st Street, Suite 300
Miami, FL 33131
(305) 579.5144

If given the opportunity, we will continue to provide and improve the high level of Services that is expected and required by the Town of Lauderdale-By-The-Sea. If you need any additional information or would like to discuss this proposal further, please feel free to contact me at (305) 579.5144.

Best,
First Choice Digital, Inc.



Ruben Ramos
President



TAB 2:

TITLE PAGE

TOWN OF LAUDERDALE BY-THE-SEA

RFP No. 2024-09-02



Town of Lauderdale-By-The-Sea

Request For Proposal
RFP No. 2024-09-02
Document Imaging Services

09/30/2024

Submitted By:



First Choice Digital, Inc.
245 Southeast 1st Street, Suite 300
Miami, FL 33131

Mr. Ruben Ramos
(305) 579.5144
rramos@thefirstchoicedigital.com



TAB 3:

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TOWN OF LAUDERDALE BY-THE-SEA
RFP No. 2024-09-02

TABLE OF CONTENTS



First Choice Digital, Inc.

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TAB 3 - Table of Contents - 3

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Form B

Form C

Form C

TAB 5 - Experience -19-27

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TAB 7 - Compensation – 32-33

TAB 8 - Additional Information- 34

Addendum



TAB 4:

ORGANIZATION PROFILE AND QUALIFICATIONS

TOWN OF LAUDERDALE BY-THE-SEA

RFP No. 2024-09-02

TAB 4 - ORGANIZATIONAL PROFILE AND QUALIFICATIONS:

First Choice Digital, Inc. (FCD) was founded in 2005 and is a premier provider of e-Discovery data Management and Managed Review Services for Government Agencies, Legal Professionals, and Corporations. Our team is equipped to quickly and efficiently duplicate and scan documents of any volume. In addition, we have the capacity to increase staff when necessary. Our range of activities includes the following:

- **Document Imaging:** Transforming all paper files into secure digital documents to streamline your business processes with a digital mailroom.
- **Hosting and Document Review:** Providing efficient and thorough document management.
- **eDiscovery:** Streamlining the review and production of electronic data through a State-of-the-art platform.
- **Data Collection and Forensics:** Ensuring secure and precise handling of evidence.
- **Document Destruction:** Shredding

FCD has experience providing similar services and is currently providing the Town of Lauderdale-By-The Sea with Document Imaging services. In addition, we are also providing Customized Document Scanning Services to the Town of Cutler Bay, Village of El Portal and North Bay Village.

The following information has been included as part of our Organizational Profile and Qualifications.

- On the following page we have enclosed documentation indicating First Choice Digital, Inc. certificate to conduct business in the State of Florida.
- The chart below describes the primary individuals responsible for supervising the work and the percentage of time each primary individual will contribute to the work:

Name	Role	Percentage
Ruben Ramos	President	80%
Alejandra Ramos	QA /QC	70%
Matthew Porras	Business Development / Lead Technician & Digitizing Specialist	90%
Miguel Saez	Scanning & Coding Specialist	90%
Anthony Toruno	Lead Technician & Digitizing Specialist	90%
* Once FCD is awarded the contract, we can bring on five (5) additional contracted staff members, each with extensive experience in supporting medium to large projects.		100%

- Resumes of all key individuals on the following pages, detailing their backgrounds, training, experience, qualifications, and authority as the Town's primary contact persons.

State of Florida

Department of State

I certify from the records of this office that FIRST CHOICE DIGITAL, INC. is a corporation organized under the laws of the State of Florida, filed on November 14, 2005.

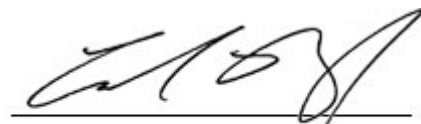
The document number of this corporation is P05000151469.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on April 29, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-second day of
September, 2024*




Secretary of State

Tracking Number: 6685169540CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Mr. Ramos has extensive experience as a Business Owner with an exceptional background in the Document Management field. Well versed in project management, employee development and customer satisfaction. Over Twenty (20) years of experience providing reliable and professional service.

Education:

Laserfiche- Online
Administration Certification
Relativity Admin Essentials
Fundamentals of Case
Administration

Relativity- Chicago, IL
Relativity Admin Essentials
Fundamentals of Case
Administration

iConect- Xera- Reston, VA

Xera Administrator
Certification

Florida International
University- Miami, FL Legal
Assistant Certification

Languages:

English and Spanish

President, First Choice Digital, Inc.

2005 – Present

Mr. Ramos Key Responsibilities include:

- Responsible for the sales, operations, and direction of all project phases of a Document Management business.
- Estimated, contracted and managed numerous document management projects in the areas of duplication and digitizing.
- Purchased, maintained, and operated data hosting software.
- Manage the execution of all projects.
- Keep all communications open with clients on schedules, budgeting, and project completion.
- Coordinate day-to-day planning for maximum efficiency.
- Interview, hire, and manage employees.
- Subcontracted, scheduled, and coordinated various paper and data hosting projects.

Document Management Specialist, Minit Print

1998 – 2005

Part of records management team that provided copying and file maintenance duties.

- Assistant project manager.
- Received, organized, and prioritized documents for copying purposes.
- Heavy litigation copying.

Mortgage Loan Consultant, Bank of America Customer

1995 – 1998

Evaluated, authorized, or recommended approval of commercial, real estate, or credit loans.

- Advised clients on mortgage, educational, and personal loans.
- Executed customer transactions, including deposits, withdrawals, money order and checks.
- Met with clients to generate new business and negotiate contracts.
- Contacted potential clients to pursue sales and gather funds.
- Received regional branch recognition award for 50% sales increase.

Ms. Ramos has extensive experience in overseeing and optimizing project workflows, ensuring adherence to project specifications, maintaining high standards of quality control, and consistently meeting project deadlines. Adept at managing cross-functional teams, streamlining operations, and enhancing productivity to achieve organizational goals.

Education:

Licensed Mortgage Broker

Languages:

English and Spanish

Director of Operations

2006 – Present

Ms. Ramos Key Responsibilities include:

- Lead the development and implementation of operational strategies to optimize project workflows, ensuring all work aligns with organizational objectives.
- Collaborated with various departments to ensure project specifications are accurately defined and met.
- Maintain stringent quality control standards, conducting regular assessments to ensure high performance across all projects.
- Manage project timelines to ensure that all deadlines are met, often exceeding client expectations in terms of efficiency and results.
- Implement and improve operational processes to increase overall team productivity and project outcomes.

Licensed Mortgage Broker | American Financial Mortgage

2003 - 2006

- Loan Officer / Office Manager
- Senior Mortgage Loan Processor
- Responsible for the coordination of the loan process from origination until closing

Sr. Personal Financial Rep., Washington Mutual Bank

- Customer service-oriented environment
- Opening of new accounts, closing accounts, wire transfers, IRA's
- Customer lending coordinator (originator and closer); Home Equity Lines and Loans

Mr. Toruno serves as a Lead Technician & Digitizing Specialist. He oversees the digitization process of records and documents, ensuring high-quality results and efficient workflows. His role involves leading the team and managing projects, while implementing best practices in digitization and data management.

Education:

Florida International University (FIU)
Information Technology (IT),
BS Miami, FL

Languages:

English and Spanish

Lead Technician & Digitizing Specialist - First Choice Digital, Inc.

2023 – Present

Mr. Toruno's Key Responsibilities include:

- **Digitization Process Management:** Plan and execute the digitization of various types of records, including paper documents, photographs, and other media.
- **Quality Control:** Ensure accuracy and quality of digitized materials by implementing and monitoring quality assurance protocols. Oversee the maintenance and calibration of digitization equipment, troubleshooting any technical issues that arise. Collaborate with project managers and stakeholders to define project goals, timelines, and deliverables.
- **Data Management:** Organize, store, and secure digital files, ensuring compliance with data management policies and best practices.
- Prepare regular reports on project status, team performance, and digitization metrics for management review.

Lead Technician - Techy

2021 – 2023

- Tracked store inventories and replenished products according to demand.
- Communicated with clients to address questions, concerns and needs and provide quality customer service.
- Led and directed team members on effective methods, operations and procedures
- Diagnosed phones and performed high quality repairs
- Kept work area clean and sterile
- Educated clients on the use of their cellphones

Sawa Restaurant - Server

2021 – 2021

- Greet customers
- Provide excellent customer service/ welcome guests to venue
- Take food/drink orders

Mr. Porras experience oversees new and existing clients. Also leads in the, ensuring high-quality results and efficient workflows. His role involves managing and keeping track of data for all projects, while implementing best practices in digitization and data management.

Education:

Master of Business Administration | Florida International University, Miami, FL

Bachelor of Business Administration | Florida International University Miami, FL

Languages:

English and Spanish

Lead Technician & Digitizing Specialist - First Choice Digital, Inc.

2024 – Present

Mr. Porras Key Responsibilities include:

- Identify new clientele and potential clients through market research and email outreach.
- Prep, scan, and organize documents for upload to a specific client's server.
- Develop Excel spreadsheets to keep track of vital client information and orders. Transfer data from hard copy to a digital database.

After-School Teacher - Gulliver Preparatory School

2020 - 2021

- Communicated frequently with faculty and co-workers to provide feedback and discuss instructional strategies.
- Planned daily activities, created a comprehensive curriculum, and assisted students with assignments.
- Developed curriculum and lesson plans to ensure students achieved learning objectives.

Production Associate - Pandora's Box

2019 - 2020

- Created and executed social media marketing campaigns to increase daily visibility and drive the profitability of the business.
- Used problem-solving abilities to swiftly handle manufacturing concerns.
- Maintained accurate records of production activities and materials used.

Administrative Assistant - KD Construction

2018 – 2019

Boosted team productivity by managing communication channels and ensuring timely responses to inquiries.

Mr. Saez is experienced in Scanning & Coding and converting physical documents into digital formats and accurately coding those documents for easy retrieval and management. This role involves meticulous attention to detail to ensure high-quality scans and proper indexing of data.

Education:

UE Batalla de la Victoria –
Venezuela

Languages:

English and Spanish

Scanning & Coding Specialist - First Choice Digital, Inc.

2023 – Present

Mr. Saez Key Responsibilities include:

- **Document Scanning:** Operate scanning equipment to digitize physical documents, ensuring clarity and accuracy of scans.
- **Data Coding:** Assign appropriate codes and metadata to scanned documents for efficient organization and retrieval.
- **Quality Control:** Review scanned documents for completeness and accuracy, addressing any issues before finalizing files.
- **File Management:** Organize and maintain digital files in accordance with established naming conventions and filing systems.
- **Equipment Maintenance:** Perform routine maintenance on scanning equipment and troubleshoot any technical issues that may arise.

Assistant Refrigerator Technician

2022

Responsible for maintaining the cleanliness, organization, and functionality of refrigerator units within the facility. This role involves assisting in inventory management, ensuring food safety, and supporting overall kitchen operations.

Retail Sales – Rincon de Baragua

2021 – 2022

- Greet customers
- Provide excellent customer service/ welcome guests to venue
- Take food/drink orders

RFP FORM A

Proposer: First Choice Digital, Inc.

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is: First Choice Digital, Inc.
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation). Corporation
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows: Mr. Ruben Ramos
2. Please describe your company in detail. Please see attached pages.
3. The address of the principal place of business is: 245 SE 1st Street, Suite 300
Miami, FL 33131
4. Company telephone number, and e-mail addresses: (305) 579-5144
rramos@thefirstchoicedigital.com
5. Number of employees: 5-15 employees, depending on workload.
6. Name of employees to be assigned to this Project: Miguel Saez, Anthony Toruno,
Matthew Porrasl and Alejandra Ramos
7. Company identification numbers for the Internal Revenue Service: 51-0559412
8. Provide Broward County occupational license number, if applicable, and expiration date: N/A
9. How many years has your organization been in business? Does your organization have a specialty? nineteen (19) years, Document Management Services and Trail Solutions.
10. List the last three projects of this nature that the firm has completed? Please provide project description, reference and cost of work completed. Please see attached pages.
11. Have you ever failed to complete any work awarded to you? If so, where and why? No

RFP FORM A: QUALIFICATIONS STATEMENT:

2. Please describe your company in detail.

Mr. Ruben Ramos began his career at a small copy shop in the early 2000s. Recognizing the potential for career advancement, he took the bold step of opening his own firm, First Choice Digital, Inc. (FCD) in 2005. He focused on incorporating innovative solutions to streamline processes and enhance the efficiency of emerging technologies. Our team is here to help transition to a paperless office and automate workflows that can yield substantial advantages, such as enhanced efficiency, lower operational costs, and improved security. By digitizing documents and optimizing processes, your team can swiftly access information, collaborate effortlessly, and eliminate the clutter and delays linked to manual paperwork. Furthermore, automation minimizes the risk of human error, ensuring that tasks are executed accurately and punctually, while also supporting better compliance and audit trails. These enhancements not only increase productivity but also foster a more sustainable and adaptable workplace. We ensure that our staff can quickly and efficiently duplicate and scan any volume of documents, no matter the size. We collaborate closely with our clients to scan, index, and file documents and images within the Laserfiche Cloud Repository. Additionally, will prepare and oversee the destruction of digitized files in coordination with the client.

10. List the last three projects of this nature that the firm has completed? Please provide project description, reference and cost of work completed.

Town of Lauderdale-By-The-Sea

- Sixteen (16) large bankers' boxes (average of 32 regular boxes).
The project description is provided in the Scope of Services described in Tab 5 of this submittal.
- **Reference:** is Mr. Jeff Nole
- **Cost of Work Completed:** \$9,044.55

Town of Cutler Bay

- Administrative Department, 8 bankers' boxes.
The project description is provided in the Scope of Services described in Tab 5 of this our response.
- **Reference:** Vivian Mañach
- **Cost of Work Completed:** \$1,657.10

Costello Insurance & Associates, Inc.,

- 80 bankers' boxes.

The project description is provided in the Scope of Services described in Tab 5 of this our response.

- **Reference:** Melissa Tabacco
- **Cost of Work:** Completed: \$19,230.11

Completed Pearl Holding Group,

- 2,500 bankers' boxes (2016-2018).
The project description is provided in the Scope of Services described in Tab 5 of this our response.
- **Reference:** Mike Mobley.
- **Cost of Work:** \$1,010,441.57

Lauderdale-By-The-Sea RFP No. 24-09-02

12. Provide the following information concerning all contracts **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date
Digitizing thirteen(13) Departments	Lennar Corporation	\$ 85K	85%	12/2024

(Continue list as necessary)

13. Provide the following information for any sub-consultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed
	N/A	

The foregoing list of sub-consultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFP Form B

Proposer: First Choice Digital, Inc.

REFERENCE FORM

Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Give names, addresses and telephone numbers of five individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact Town of Cutler Bay, Mr. Santiago Gonzalez
Title of Contact Chief of Code Services
Telephone Number: (786) 573-5534 Email Address sgonzalez@cutlerbay-fl.gov
2. Name of Contact Village of El Portal, Ms. Christia E. Alou, Esq.,
Title of Contact Village Manager
Telephone Number: (305) 794-7880 Email Address villagemanager@villageofelportal.org
3. Name of Contact North Bay Village , Alba L. Chang, CMC
Title of Contact Village Clerk
Telephone Number: (305) 756-7171 Email Address villageclerk@nbvillage.com
4. Name of Contact Ms. Melissa Tobacco
Title of Contact President
Telephone Number: (305) 756-7171 Email Address melissa@costelloinsurance.net
5. Name of Contact Mr. Mike Mobley
Title of Contact Vice Preseident of Operations
Telephone Number: (954) 587-2299 Email Address mike@pearlholding.com

RFP Form C

Proposer: First Choice Digital, Inc.

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

***THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.***

Name of Proposer: First Choice Digital, Inc.

Name of authorized representative of Proposer: Ruben Ramos

Instructions: Show the price/cost for each Item Description your firm will provide per the requested scope of work. Include the fees/costs associated with each proposed Item Description.

Pricing for imaging/scanning will include prepping, indexing and any transportation costs. Scanning for all 11"x17" documents/images will be combined and indexed as one file for each specific permit number. All drawings and other images larger than 11"x17" will be scanned and indexed as one file according to drawing sets per specific permit number. On average, drawings and plan sets will range between one and five drawing sets for each permit number.

Proposer agrees to provide services below in accordance with terms, conditions and specifications contained in the RFP. Firm, fixed costs/prices quoted for all products and services in this RFP shall be deemed as cost to the Town, including travel and any other miscellaneous expenses, and no other costs to the Town will be accepted. The Total Project Cost/Price SHALL include all fees and reimbursements for out-of-pocket costs.

RFP FORM D

Proposer: First Choice Digital, Inc.

***THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.***

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period

Appendix A

Lauderdale-By-The-Sea RFP No. 24-09-02

of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

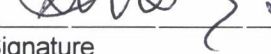
First Choice Digital, Inc.
Name of Business

By: 
Signature

Ruben Ramos, President
Print Name and Title

245 SE 1st Street, Suite 300

Miami, FL 33131
Mailing Address

Witness: 
By: 
Signature

BRAULIO RUIZ
Print Name



TAB 5:

EXPERIENCE

TOWN OF LAUDERDALE BY-THE-SEA

RFP No. 2024-09-02

TAB 5 - EXPERIENCE:

Mr. Ruben Ramos began his career at a small copy shop in early 1994. Recognizing the potential for career advancement, he took the bold step of opening his own firm, First Choice Digital, Inc. (FCD) in 2005. He focused on incorporating innovative solutions to streamline processes and enhance the efficiency of emerging technologies. First Choice Digital, Inc. (FCD) now boasts more than nineteen (19+) years of experience delivering relevant services across various industries, including municipalities, architectural firms, law firms, insurance companies, CPA firms, educational institutions, financial services, healthcare, manufacturing, and commercial sectors.

The following similar services are provided to highlight FCD experience with other municipalities. They demonstrate the depth of our past performance and validate our successful history of providing professional Document Imaging Services.

Town of Cutler Bay

Scope of Services:

- Collect plans and permits from the Town in numbered order.
- Scan documents in color or black and white, capturing coding fields (permit number, address, document descriptions).
- Perform OCR on images to ensure they contain searchable text.
- Provide a load file for uploading scans to the Town's existing Laserfiche account.
- Document Destruction if necessary.

Contact person: Mr. Santiago Gonzalez

Date of Service: 2019 – Present (5 years)

Accomplishments: Digitizing the Town's records for the Building and Administrative Service Departments.

Village of El Portal

Scope of Services:

- Collect plans and permits from the Town in numbered order.
- Scan documents in color or black and white, capturing coding fields (permit number, address, document descriptions).
- Perform OCR on images to ensure they contain searchable text.
- Provide a load file for uploading scans to the Town's existing Laserfiche account.
- Document Destruction if necessary.

Contact person: Mr. Franco Roman

Date of Service: 2021 – Present (3 years)

Accomplishments: Digitizing the Village's records for the Building Department. a

North Bay Village

Scope of Services:

- Collect plans and permits from the Town in numbered order.
- Scan documents in color or black and white, capturing coding fields (permit number, address, document descriptions).
- Perform OCR on images to ensure they contain searchable text.
- Provide a load file for uploading scans to the Town's existing Laserfiche account.
- Document Destruction if necessary.

Contact person: Ms. Alba L. Chang

Date of Service: 2021 – Present (3 years)

Accomplishments: Digitizing the Village's records for the Building Department.

First Choice Digital, Inc. has performed these services as a sub-consultant using C.A.P. Government, Inc's, contracts for the following clients. CAP provides the Town with Building Department outsourcing Services.

- Town of Lauderdale By-The-Sea
- Village of El Portal
- North Bay Village

We have enclosed on the following pages the engagement letters we have with each client listed above.

First Choice Digital was approached by the Town of Cutler Bay to assist with the scanning process of its documents for multiple departments. The Town of Lauderdale-By-The-Sea may contact Mr. Santiago Gonzalez, Chief of Code Services to verify services being provided by FCD.

Scanning Specifications for Town Departments

Document Break – Each department will provide their preference of where to create the document break (Folder Level, Permit Level, Document Type Level...).

- File Format – Files will be exported in Multipage PDF Files.
- OCR – Documents will be OCR'd thereby creating searchable PDF Files.
- Folder Structure/File Name – Custom Folders, Sub-Folders, and File Names will be created as instructed by the Towns point of contact.
- Deliverable – FCD will provide the Town with a Secured download link to access the records which have been digitized and completed.
- Document Destruction – FCD will shred all documents which have been delivered and approved for shredding.

**AMENDMENT NO. 1 TO
THE AGREEMENT
BETWEEN THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
AND
C.A.P. GOVERNMENT, INC.
FOR BUILDING PLANS REVIEW AND INSPECTION SERVICES**

This **AMENDMENT NO. 1** is made between the **TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA**, a Florida municipal corporation (the "Town") and **C.A.P. GOVERNMENT, INC.** (the "Contractor"), a Florida corporation.

WHEREAS, on August 22, 2017, the parties entered into an agreement for Building Plans Review and Inspection Services (the "Agreement"); and

WHEREAS, the Town is in need of document scanning services for 16 large banker boxers of building permit records (the "Additional Services"); and

WHEREAS, the Agreement provides for the provision of any other related services required by the Town; and

WHEREAS, Contractor has provided the Town with a proposal, attached as Exhibit "A" to provide the Additional Services (the "Proposal"); and

WHEREAS, the parties desire to amend the Agreement to provide for the Additional Services at the rates set forth in the Proposal.

NOW THEREFORE, for good and valuable consideration of the mutual covenants set forth herein and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree to amend the Agreement as follows:

1. That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this First Amendment.
2. That Scope of Services of the Agreement is hereby amended to include Additional Services, as outlined in the attached Exhibit "A," for total cost of \$7,850. The proposal from the Consultant dated March 10, 2022 (Exhibit "A"), shall become a part of and shall be incorporated into the terms of the Agreement. The Additional Services shall be completed within 90 days of execution of this Amendment.
3. Except to the extent expressly set forth herein, this Amendment does not impact, modify or abridge any term, right or obligation under the Agreement. The terms used in this Amendment have the same meaning as those used in the Agreement unless expressly noted otherwise herein.
4. No term of this Amendment may be modified except in writing executed by all parties to this Amendment.

5. If any term of this Amendment is found by a legal forum of competent jurisdiction to be void or unenforceable, said finding shall not affect the enforceability of the remaining terms of this Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Agreement on the respective dates under each signature: the Town of Lauderdale-by-the-Sea, signing by and through its Town Manager, authorized to execute same, and by the duly authorized representative of the Contractor, to execute same.

FOR TOWN:

ATTEST:

TOWN OF LAUDERDALE-BY-THE-SEA

Town Clerk

By: _____
Linda Connors
Town Manager

Dated: _____

Approved as to form and legal sufficiency
for the use of and reliance by the Town of
Lauderdale-By-The-Sea only:

Town Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.

FOR CONTRACTOR:

WITNESS:

C.A.P. GOVERNMENT, INC.

By: _____

By: _____

Print Name: Luis A. Pérez Codina

Print Name: Carlos A. Penin, PE

Title: Business Development and
Procurement Lead

Title: President

Dated: 06/15/2022

June 4, 2024

Ms. Christia E. Alou, Esq.
Village Manager
Village of El Portal
500 NE 87th Street
El Portal, FL 33138

Re: Customized Document Scanning Solutions for The Village of El Portal for Additional Departments

Dear Ms. Alou:

We appreciate the opportunity extended to C.A.P. Government, Inc. (CAP) by requesting the submittal of this proposal for the professional services referenced above. We propose to provide the Village of El Portal (Village) our services through our Professional Consultants Agreement to provide Customized Document Scanning Solutions for additional departments.

Scope of Services

- Our vendor will pick up the plans and permit files from the Village in numbered boxes.
- Scanning will be in Black and White
- Capture coding fields (permit number, address, document descriptions)
- Optical Character Recognition (OCR) images (images will contain searchable text)
- Provide a Laserfiche briefcase export to upload scans to the Village's current Laserfiche account.
- Shred all scanned documents once the data is verified, if needed.

File Name	Description	File Format*	DPI
Folder Name	File Folders	Multipage TIFF/PDF	300
Binder Name	3 Ring Binders	Multipage TIFF/PDF	300
Document Name	Staple Level Document	Multipage TIFF/PDF	300

****Above format may be customized, as needed.***

Project Size Estimate

Ninety (90) Bankers' Boxes at 1,600 pages per box for a total of approximately 144,000 pages.

This is an estimate and our vendor, First Choice Digital, has not yet accessed the contents of the boxes in the storage / vault rooms in order to verify.

June 4, 2024

Ms. Christia E. Alou, Esq.

Re: Customized Document Scanning Solutions for The Village of El Portal for Additional Departments

Page Two

Cost Proposal Preliminary Drawings and Documents

Description	U/M	Unit Cost
11 x 17 or Smaller (Black / White)	Per page	\$0.08
Larger than 11x17 (Black / White)	Per page	\$0.75
11 x 17 or Smaller (Color)	Per page	\$0.49
Larger than 11 x 17 (Color)	Per page	\$0.90
OCR Optical Character Recognition	Per page	\$0.03
Laserfiche Capture Coding Fields	Per Field/Per Doc	\$0.05

****Shredding of all digitized records upon request***

Description	Per hour
Clerical	\$30.00

CAP will invoice on a monthly basis and scanning services will not exceed Twenty Thousand (\$20,000.00) Dollars.

It is our pleasure to submit this Proposal to the Village and we look forward to this engagement. If you find this proposal acceptable, please execute in the space provided and return it to me.

If you wish to discuss it further, please contact me at (305) 458-6000 or Ms. Monica de Castro at (305) 951-4078 your earliest convenience.

Very truly yours,
C.A.P. Government, Inc.



Carlos A. Penin, PE
President

Accepted by:
Village of El Portal



Ms. Christia E. Alou, Esq.
Village Manager

January 25, 2024



Mr. Ralph Rosado, PhD, AICP
Village Manager
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Re: Customized Document Scanning for North Bay Village

Dear Mr. Rosado:

We appreciate the opportunity extended to C.A.P. Government, Inc. (CAP) by requesting the submittal of this proposal for the professional services referenced above. We propose to provide the North Bay Village (Village) our services through our professional consultants Agreement to provide Customized Document Scanning Solutions.

Scope of Services

- Our vendor will pick up the plans and permit files from the Village in numbered Boxes.
- We will scan in Color or in Black and White, as requested by the Village.
- Capture coding fields (Property Address, Property Name, Bldg. Doc Description, Doc Type)
- Optical Character Recognition (OCR) images (images will contain searchable text)
- Upload scans to the Village's current Laserfiche account.
- Shred all scanned documents once data is verified, if needed.

File Name	Description	File Format	DPI
Permit# Plans Permit# Shop Drawings	Plans Shop Drawings	Multipage TIFF/PDF	600
Permit# Cost Estimate	Cost Estimate Appraisal	Multipage TIFF/PDF	600
Permit# Elevation Certificate	Elevation Certificate	Multipage TIFF/PDF	600
Permit# Flood Certificate	Flood Proofing Certificate	Multipage TIFF/PDF	600
Permit# Calculations	Structural Calculations	Multipage TIFF/PDF	600
Permit# NOA	Notice of Acceptance	Multipage TIFF/PDF	600
Permit# Special Inspection	Special Inspection Form	Multipage TIFF/PDF	600

****Above format may be customized, as needed.***

Cost Proposal Preliminary Drawings and Documents

Description	U/M		Unit Cost
11 x 17 or Smaller (Black / White)	Per page		\$0.10
Larger than 11x17 (Black / White)	Per page		\$0.90
11 x 17 or Smaller (Color)	Per page		\$0.55
Larger than 11 x 17 (Color)	Per page		\$1.00
OCR Optical Character Recognition	Per page		\$0.03
Capture Coding Fields (Address and Permit Number)	Per Field/Per Doc		\$0.10

****Shredding of all digitized records upon request***

Project Estimated Cost

Description	Qty	Unit Cost	Estimated Cost
11 x 17 or Smaller (Black / White)	90,000	\$0.10	9000.00
Larger than 11x17 (Black / White)	10,000	\$0.90	9000.00
OCR Optical Character Recognition	100,000	\$0.03	3000.00
Capture Coding Fields (Four fields per document)	12,000	\$0.10	1200.00

****The final project page count may be more/less than the estimate quoted above.***

Description	Per hour
Clerical	\$40.00

CAP shall invoice monthly as the boxes are completed. It is our pleasure to submit this Proposal to the Village and we look forward to this engagement. If you find this proposal acceptable, please execute in the space provided and return it to me. If you wish to discuss it further, please contact me at (305) 458-6000 or Ms. Monica de Castro at (305) 951-4078 your earliest convenience.

Very truly yours,
C.A.P. Government, Inc.



Carlos A. Perin, PE
President

Accepted by:
North Bay Village



Mr. Ralph Rosado, PhD, AICP
Village Manager



First Choice Digital was contacted by the Town of Cutler Bay to assist with the document scanning process for various departments.

The Town of Lauderdale-By-The-Sea may contact the Town of Cutler Bay to verify the services being provided by FCD.

Mr. Santiago Gonzalez, Chief of Code Services

(786) 573.5534

The Services currently being provided to the Town of Cutler Bay:

Scanning Specifications for Town Departments:

- Document Break – Each department will provide their preference of where to create the document break (Folder Level, Permit Level, Document Type Level...).
- File Format – Files will be exported in Multipage PDF Files.
- OCR – Documents will be OCR'd thereby creating searchable PDF Files.
- Folder Structure/File Name – Custom Folders, Sub-Folders, and File Names will be created as instructed by the Town's point of contact.
- Deliverable – FCD will provide the Town with a Secured download link to access the records which have been digitized and completed.
- Document Destruction – FCD will shred all documents which have been delivered and approved for shredding.

Emergency Digital Copy Service:

While the boxes are in our possession, the Town of Cutler Bay may request digital copies of any file via email. First Choice Digital will deliver the requested digital copies within 24 business hours.



TAB 6:

**APPROACH TO
PROVIDING SERVICES**

TOWN OF LAUDERDALE BY-THE-SEA
RFP No. 2024-09-02

TAB 6 – APPROACH TO PROVIDING SERVICES:

First Choice Digital, Inc. approach, activities, and deliverables for providing these services are outlined as follows:

We adhere to the requirements outlined in the Florida Administrative Code (Rule 1 B-26.003). Records with a minimum retention of over 10 years will be scanned using ISO-compliant formats, specifically TIFF 6.0, PDF, or PDF/A. Documents and images measuring 11" x 17" or smaller will be scanned at a resolution of 300 dpi, while those larger than 11" x 17" will be scanned at 400 dpi. Additionally, all scanned documents sized 11" x 17" and smaller will be made text-recognizable and searchable in PDF format. Master copies of scanned images will be stored in ISO open standard image formats, utilizing the ISO-9660 standard for uncompressed archive disk images, such as those used for CD or DVD storage.

In terms of indexing, files will be named according to the Town's property files folder organization within the Laserfiche cloud storage system. This will ensure consistency and facilitate easy retrieval. Key metadata will be included in the file names, such as the permit number, address, document type (e.g., application or permit), and date of creation. Accurate indexing during the scanning process will be crucial for enhancing searchability and retrieval efficiency. Additionally, we will maintain a backup of all scanned images and index data to prevent loss and ensure compliance with retention policies. This structured approach will help the Town manage documents effectively while adhering to regulatory requirements.

"Transitioning to a paperless office and automating workflows offers numerous advantages, such as improved efficiency, lower operational costs, and enhanced security. By digitizing documents and streamlining processes, the Town can access information swiftly, collaborate more effectively, and eliminate the clutter and delays associated with manual paperwork. Furthermore, automation minimizes the risk of human error, ensuring tasks are completed accurately and on schedule, while facilitating better compliance and audit trails. These enhancements not only increase productivity but also foster a more sustainable and agile work environment."

Preparation for Scanning/Imaging:

To ensure optimal scanning quality, all folded plans will be straightened, and any irregularly sized memoranda will be mounted on standard 8 1/2" x 11" paper. Embossed seals will be made legible with carbon paper. This preparation will facilitate the scanning process and enhance readability.

Scanning Procedures:

Documents containing information on both the front and back pages will be scanned on both sides. The back page will be organized to follow the front page in the digital file, ensuring that all informative back pages are included and counted as individual images, in line with the unit costs specified in Form C. Our scanning process will feature automatic duplex detection and will exclude blank pages from both the scanning process and the final count, ensuring that only relevant content is processed.

Image Orientation and Quality Control:

All documents will be rotated for maximum readability, ensuring that text appears in the correct orientation without requiring any further adjustment. Each scanned image will be checked for proper alignment, with a maximum skew of +/- 3 degrees. We will maintain the fidelity of line widths and text thickness to match the original documents closely, while also adhering to the specified scanning accuracy of less than +/- 0.040" over 36 inches for drawings and a paper skew tolerance of less than +/- 0.1%.

Quality Assurance:

Our team will conduct sight verification of a random sample of the scanned output to ensure clarity and accurate reproduction. Any documents that do not meet the quality standards will be rescanned at no additional cost until the required quality is achieved. A final quality control step will involve comparing the final output against the Town's manifest to confirm that every document has been accurately imaged and indexed.

Storage and Accessibility:

First Choice Digital will implement and maintain a comprehensive catalog to track the status of documents throughout the project.

This catalog will include the following:

- Documents that have been taken off-site at the project's outset.
- Documents that have been successfully scanned.
- Documents that have been indexed.
- Documents approved for destruction.
- Documents that have been destroyed.
- Documents that remain to be scanned.
- This systematic approach will ensure efficient management of documents while maintaining high-quality standards throughout the imaging and scanning process.

All file destruction will meet statutory retention requirements; and before destroying any files. The Town's staff will review documents to ensure they have been properly uploaded and indexed according to the Town specifications. We will administer the indexing and destruction of files with the Town approval.

First Choice Digital has the capability to transport, store, and scan documents off-site. If the Town requests, we also perform scanning on-site once any existing space constraints are addressed. We will supply all necessary equipment and materials to scan documents and plans up to 24" x 36" in size. Throughout each phase of the project, we will maintain a catalog to track documents that have been taken off-site, those that have been scanned, and those yet to be scanned. This catalog will be updated daily. In addition, we will implement quality control measures to ensure that all files are scanned and indexed effectively.

First Choice Digital meets all the Technical Requirements listed below:

✓	Authorized to do business in Florida and Broward County.
✓	Successfully managed a program of similar services for a minimum of five (5) years.
✓	Provide labor, equipment, and materials necessary to perform the requested services outlined in this RFP.
✓	Experienced with Laserfiche cloud storage system for clients within the State of Florida.
✓	Past contracts with other governmental jurisdictions for a similar projects.
✓	References for previous clients where similar projects have been implemented.
✓	History of meeting required time frames and deadlines.
✓	Provide a detailed timeline and anticipated approach to the project.

We have created a structured timeline and approach for this project, which includes phases, key activities, and deliverables. Since we are currently providing these services to the Town our existing knowledge and experience with the Town will streamline the process. If selected we will continue to build on our existing relationship and knowledge, to enhance efficiency and deliver quality results that meet the Town's needs effectively.

Phase 1: Project Initiation (Week 1)

Week 1

Kickoff Meeting: Engage stakeholders to reaffirm project scope and objectives, highlighting your ongoing relationship.

Requirements Confirmation: Validate the specific needs and expectations of the Town based on your prior work.

Project Plan Refinement: Adjust the existing project plan to incorporate new requirements and timelines based on prior knowledge.

Phase 2: Preparation and Setup (Week 2)

Week 2

Site Assessment: Quickly assess current document storage and access, leveraging insights from past interactions.

Technology Optimization: Ensure all scanning and indexing technology is up-to-date and calibrated for the project.

Process Optimization: Review and enhance existing imaging standards and indexing criteria to meet any new specifications.

Staff Training: Conduct a brief refresher training for team members, focusing on any updates. Prepare files for scanning by removing staples, coding sheets, and carbon contact for embossed seals.

Phase 3: Document Imaging and Indexing (Week 3)

Weeks 3

Scanning: Utilize existing familiarity with the documents to efficiently begin scanning processes.

Daily Monitoring: Leverage historical data to anticipate challenges and streamline daily operations.

Indexing: Continue using established metadata conventions to ensure seamless integration with the Town's existing Laserfiche system.

Quality Control: Implement familiar quality control processes to verify accuracy.

Phase 4: Destruction and Archiving (Pre-Final Stage)

Pre-Final Stage

Document Review: Engage with the Town to ensure all scanned documents meet expectations.

Destruction Process Confirmation: Confirm the destruction protocol aligns with the Town's existing policies.

Destruction Execution: Proceed with secure destruction of documents as previously agreed.

Archiving: Organize digital files in the familiar repository structure already established.

Phase 5: Project Closure (Final Stage)

Final Stage

Final Review Meeting: Discuss outcomes, gather stakeholder feedback, and reaffirm satisfaction with the project.

Documentation of Processes: Update existing documentation with new insights and procedures.

Handover: Ensure all documentation and access are fully transferred to the Town.

Post-Implementation Support: Offer continued support and training as needed.

Anticipated Deliverables

Refined Project Plan Document: Adjusted to reflect current understanding and requirements.

Updated Scanning and Indexing Standards: Incorporating any new insights or changes.

Training Materials: Refreshers based on current processes and technologies.

Quality Control Reports: Leveraging existing templates to report on the project.

Final Project Report: A concise overview including successes and areas for improvement.

Considerations

Feedback Integration: Regularly integrate feedback from the Town to ensure alignment and satisfaction.

If FCD is awarded this contract, we will maintain in full force and effect the Insurance coverage reflecting the minimum amounts and conditions required by the Town and any required licenses.



First Choice Digital, Inc.

TAB 7:

COMPENSATION

TOWN OF LAUDERDALE BY-THE-SEA

RFP No. 2024-09-02

Appendix A

Lauderdale-By-The-Sea RFP No. 24-09-02

<u>Item Description</u>	<u>Town Department Annual Estimate</u>	<u>Proposer Unit Price</u>	<u>Total Price</u>
Unit Cost per Scanned Image/Document - Letter and Legal Size Documents 11"x17" and smaller	38,000 images/pages	<u>\$ 0.06</u>	<u>\$ 2,280.00</u>
Unit Cost per Scanned Image/Document - Letter and Legal Size Documents larger than 11"x17" and up to 24"x36"	5000 images/pages	<u>\$ 0.65</u>	<u>\$ 3,250.00</u>
Certified Destruction of Scanned Documents - Unit price per cubic feet	70 cubic feet	<u>\$ 9.00</u>	<u>\$ 630.00</u>
Totals			<u>\$ 6,160.00</u>

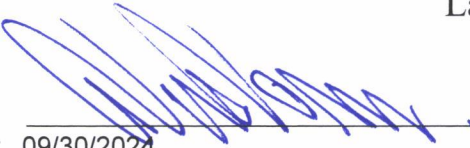
Please ensure your Unit Price/Cost includes the cost of:

1. Onsite meetings with Town staff when requested to inspect work;
 2. A verbal report of any defects, damage or issues that may be noticed during imaging;
- and

Payments will be made on each deliverable upon receipt and acceptance by the Town.

Appendix A

Lauderdale-By-The-Sea RFP No. 24-09-02

By:  _____

Date: 09/30/2024

Name: Ruben Ramos

Title: President



TAB 8:

ADDITIONAL INFORMATION

TOWN OF LAUDERDALE BY-THE-SEA
RFP No. 2024-09-02

Addendum to:

REQUEST FOR PROPSAL No. 2024-09-02 Document Imaging Services

Question:

What specific documents were required to be scanned in Color?

Answer:

All documents can be scanned in black and white with the exception of:

1. File Folders:

Permit and Development documents that are contained within Color folders (mostly yellow and red) require the folder to be scanned in color. The File Folder contains color coded information pertinent to the file.

2. Specific Documents:

Aside from folders noted above, the specific documents required to be scanned in color are:

- a. Sign and Architectural Review Photos/Drawings
- b. Development Orders and Attached Plans

Question:

How should raised seals on plans and documents be managed for imaging?

Answer:

Raised seals should be clearly visible within the final scan/image.

Evaluator: Jhanelle Campbell			
Court Record & Data Management Services			
	Ranking Value	Criterion Rank	Criterion Score
<u>Evaluation Criteria</u>	<u>Percentage</u>	<u>1-10 (10 highest)</u>	<u>1-10 (10 highest)</u>
ability to meet set standards	11%	8	0.88
availability of qualified personnel	11%	6	0.66
compensation	7%	1	0.07
expertise of personnel	11%	6	0.66
financial resources and capabilities	8%	10	0.8
past contracts with other governmental jurisdictions	7%	9	0.63
past performance records	8%	8	0.64
qualifications of proposer	7%	7	0.49
references	7%	7	0.49
related experience in Florida	8%	1	0.08
technical soundness of proposal	7%	8	0.56
time frames	8%	4	0.32
TOTALS	100%	75	6.28
First Choice Digital			
	Ranking Value	Criterion Rank	Criterion Score
<u>Evaluation Criteria</u>	<u>Percentage</u>	<u>1-10 (10 highest)</u>	<u>1-10 (10 highest)</u>
ability to meet set standards	11%	9	0.99
availability of qualified personnel	11%	8	0.88
compensation	7%	10	0.7
expertise of personnel	11%	8	0.88
financial resources and capabilities	8%	9	0.72
past contracts with other governmental jurisdictions	7%	9	0.63
past performance records	8%	8	0.64
qualifications of proposer	7%	8	0.56
references	7%	10	0.7
related experience in Florida	8%	8	0.64
technical soundness of proposal	7%	8	0.56
time frames	8%	7	0.56

TOTALS	100%	102	8.46
Services on Site			
	<i>Ranking Value</i>	<i>Criterion Rank</i>	<i>Criterion Score</i>
<i>Evaluation Criteria</i>	<i>Percentage</i>	<i>1-10 (10 highest)</i>	<i>1-10 (10 highest)</i>
ability to meet set standards	11%	4	0.44
availability of qualified personnel	11%	4	0.44
compensation	7%	7	0.49
expertise of personnel	11%	8	0.88
financial resources and capabilities	8%	2	0.16
past contracts with other governmental jurisdictions	7%	1	0.07
past performance records	8%	1	0.08
qualifications of proposer	7%	1	0.07
references	7%	8	0.56
related experience in Florida	8%	3	0.24
technical soundness of proposal	7%	4	0.28
time frames	8%	7	0.56
TOTALS	100%	50	4.27

Evaluator: Jeff Modarelli			
Court Record & Data Management Services			
	<i>Ranking Value</i>	<i>Criterion Rank</i>	<i>Criterion Score</i>
<i>Evaluation Criteria</i>	<i>Percentage</i>	<i>1-10 (10 highest)</i>	<i>1-10 (10 highest)</i>
ability to meet set standards	11%	9	0.99
availability of qualified personnel	11%	9	0.99
compensation	7%	7	0.49
expertise of personnel	11%	9	0.99
financial resources and capabilities	8%	9	0.72
past contracts with other governmental jurisdictions	7%	9	0.63
past performance records	8%	8	0.64
qualifications of proposer	7%	9	0.63
references	7%	8	0.56
related experience in Florida	8%	2	0.16
technical soundness of proposal	7%	9	0.63
time frames	8%	9	0.72
	100%	97	8.15
First Choice Digital			
	<i>Ranking Value</i>	<i>Criterion Rank</i>	<i>Criterion Score</i>
<i>Evaluation Criteria</i>	<i>Percentage</i>	<i>1-10 (10 highest)</i>	<i>1-10 (10 highest)</i>
ability to meet set standards	11%	9	0.99
availability of qualified personnel	11%	8	0.88
compensation	7%	10	0.7
expertise of personnel	11%	8	0.88
financial resources and capabilities	8%	7	0.56
past contracts with other governmental jurisdictions	7%	7	0.49
past performance records	8%	8	0.64
qualifications of proposer	7%	9	0.63
references	7%	8	0.56
related experience in Florida	8%	8	0.64
technical soundness of proposal	7%	8	0.56
time frames	8%	8	0.64

	100%	98	8.17
Services on Site			
	Ranking Value	Criterion Rank	Criterion Score
<u>Evaluation Criteria</u>	<u>Percentage</u>	<u>1-10 (10 highest)</u>	<u>1-10 (10 highest)</u>
ability to meet set standards	11%	6	0.66
availability of qualified personnel	11%	5	0.55
compensation	7%	8	0.56
expertise of personnel	11%	6	0.66
financial resources and capabilities	8%	7	0.56
past contracts with other governmental jurisdictions	7%	5	0.35
past performance records	8%	5	0.4
qualifications of proposer	7%	7	0.49
references	7%	2	0.14
related experience in Florida	8%	5	0.4
technical soundness of proposal	7%	5	0.35
time frames	8%	7	0.56
	100%	68	5.68

Evaluator: Katrina Adler			
Court Record & Data Management Services			
	<i>Ranking Value</i>	<i>Criterion Rank</i>	<i>Criterion Score</i>
<u><i>Evaluation Criteria</i></u>	<u><i>Percentage</i></u>	<u><i>1-10 (10 highest)</i></u>	<u><i>1-10 (10 highest)</i></u>
ability to meet set standards	11%	10	1.1
availability of qualified personnel	11%	5	0.55
compensation	7%	0	0
expertise of personnel	11%	5	0.55
financial resources and capabilities	8%	9	0.72
past contracts with other governmental jurisdictions	7%	9	0.63
past performance records	8%	8	0.64
qualifications of proposer	7%	8	0.56
references	7%	8	0.56
related experience in Florida	8%	0	0
technical soundness of proposal	7%	8	0.56
time frames	8%	3	0.24
	100%	73	6.11
First Choice Digital			
	<i>Ranking Value</i>	<i>Criterion Rank</i>	<i>Criterion Score</i>
<u><i>Evaluation Criteria</i></u>	<u><i>Percentage</i></u>	<u><i>1-10 (10 highest)</i></u>	<u><i>1-10 (10 highest)</i></u>
ability to meet set standards	11%	10	1
availability of qualified personnel	11%	8	0.88
compensation	7%	9	0.63
expertise of personnel	11%	7	0.77
financial resources and capabilities	8%	9	0.72
past contracts with other governmental jurisdictions	7%	8	0.56
past performance records	8%	8	0.64
qualifications of proposer	7%	8	0.56
references	7%	9	0.63
related experience in Florida	8%	7	0.56
technical soundness of proposal	7%	8	0.56
time frames	8%	7	0.56

	100%	98	8.07
Services on Site			
	<i>Ranking Value</i>	<i>Criterion Rank</i>	<i>Criterion Score</i>
<i>Evaluation Criteria</i>	<i>Percentage</i>	<i>1-10 (10 highest)</i>	<i>1-10 (10 highest)</i>
ability to meet set standards	11%	5	0.55
availability of qualified personnel	11%	5	0.55
compensation	7%	7	0.49
expertise of personnel	11%	8	0.88
financial resources and capabilities	8%	3	0.24
past contracts with other governmental jurisdictions	7%	1	0.07
past performance records	8%	2	0.16
qualifications of proposer	7%	2	0.14
references	7%	7	0.49
related experience in Florida	8%	4	0.32
technical soundness of proposal	7%	5	0.35
time frames	8%	8	0.64
	100%	57	4.88

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

Section 1. Recitals. Each “WHEREAS” clause set forth is true and correct and herein incorporated by this reference.

Section 2. Selection of Contractor and Award of Agreement. The Town Commission hereby selects the Contractor's proposal for the Services and awards the Contractor an Agreement for the Services in an amount not to exceed \$150,000.

Section 3. Authorization to Execute Agreement. The Town Commission hereby authorizes the Town Manager to enter into the Agreement, in substantially the form attached hereto as Exhibit “A,” with the Contractor for the Services in an amount not to exceed \$150,000, subject to the approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

Section 4. Implementation. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 11th day of February, 2025.

Mayor Edmund Malkoon

Attest:

Katrina Adler, Town Clerk
(CORPORATE SEAL)

APPROVED AS TO FORM:

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Susan L. Trevarthen, Town Attorney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TOWN OF LAUDERDALE-BY-THE-SEA
AND
FIRST CHOICE DIGITAL, INC.**

This Professional Services Agreement (“Agreement”), made and entered into this ____ day of _____ 2025 (“Effective Date”), by and between the **TOWN OF LAUDERDALE-BY-THE-SEA**, a Florida municipal corporation (the “Town”) and **FIRST CHOICE DIGITAL, INC.**, a Florida Profit Corporation (hereinafter, the “Consultant”).

WHEREAS, the Town desires document imaging services (the “Services”); and

WHEREAS, the Town and Consultant, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Town desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Services. The Consultant shall perform the services set forth in the Proposal attached hereto as Exhibit “1,” as requested by the Town (the “Services”). Consultant shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the Services. Consultant shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Consultant to provide the Services required hereunder.

2. Term. This Agreement shall commence on the Effective Date and shall continue for a three (3) year term or until the project is complete, whichever occurs first, with the option to renew the agreement for three additional one (1) year terms, unless terminated earlier as provided in Section 7 of this Agreement.

3. Compliance with Applicable Law. All work hereunder shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by Town. Consultant shall at all times protect Town’s property from all damage and shall repair or replace any damaged property as required by Town.

4. Compensation. Compensation hereunder shall be paid to Consultant as provided in the Proposal attached hereto as Exhibit “1,” in a total amount not to exceed \$150,000. Consultant shall invoice the Town at the end of each month based on a proration of the work completed. The Town shall pay the Consultant within 30 days of receipt of an approved invoice.

4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

5. Books and Records. Consultant shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply with Section 14. The Town shall have the right to audit the books and records of the Consultant related to the services authorized herein upon reasonable notice provided to Consultant. Any incomplete or incorrect entry in such books and records shall be a basis for Town's disallowance and recovery of any payment to Consultant based upon such entry.

6. Indemnity. Consultant shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties for work or materials required under or related to this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with Consultant's performance or non-performance of this Agreement. The provisions of this section shall survive termination of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

7. Termination.

7.1 Termination for convenience. The Town may terminate this Agreement for convenience by giving Consultant 30 calendar days' written notice. In the event of such termination, Consultant shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the Town, up through the date of termination. Under no circumstances shall the Town make payment for Services nor shall Consultant invoice the Town for Services not yet provided.

7.2 Termination for cause. This Agreement may be terminated by either party upon 5 calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, Consultant shall indemnify the Town against losses pertaining to this termination. In the event that this Contract is terminated by the Town for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 7.1 of this Agreement, and the provisions of Section 7.1 shall apply.

8. Notice. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Town Manager
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

With a copy to: Town Attorney
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

For The Consultant: **First Choice Digital Inc.**

9. Assignment and Changes. Consultant may not assign this Agreement. Any changes to this Agreement must be by written amendment, executed by the parties hereto.

10. Insurance. Consultant shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the Town is a named insured with respect to the required coverage. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then Consultant shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect.

All insurance policies required of the Consultant shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Broward County, Florida. The Town may accept coverage carriers having lower Best's ratings upon review of financial information concerning Consultant and the insurance carrier.

Consultant shall maintain in full force and effect throughout the contract the following types and limitations of insurance coverage:

1. **Comprehensive General Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$1,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors' coverage.
2. **Workers' Compensation Insurance** – Statutory.
3. **Comprehensive Automobile Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; \$1,000,000 Hired and Non Owned Auto Liability.
4. **Professional Liability** – \$1,000,000 policy to be written on a claims-made basis.

11. Entire Agreement. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

12. Consultant Representations. Consultant represents the following: Consultant is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Consultant have been duly authorized; this Agreement is binding on Consultant and enforceable against Contractor in accordance with its terms; and no consent of any other person or entity to such execution, delivery and performance is required.

13. Independent Contractor. This Agreement does not create an employee/employer or joint venture relationship between the parties. Consultant has been procured and is being engaged to provide Services to the Town as an independent contractor, and not as an agent or employee of the Town. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the Town, nor any rights generally afforded to classified or unclassified employees of the Town. Consultant further understands that Florida Workers' Compensation benefits available to employees of the Town are not available to Contractor and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the Town under this Agreement.

14. Chapter 119 (Public Records). The Consultant shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

(a) Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

(b) Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.

(d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this

Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(e) Any compensation due to Consultant shall be withheld until all records are received as provided herein.

(f) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4200, townclerk@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

15. Scrutinized Companies.

- a. Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

16. Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.

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

18. Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida. If either the Town or Consultant is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

19. No Contingent Fees. Consultant warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

20. Ethics.

- a. Consultant warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
- b. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. Any subconsultants hired by the firm must also adhere to this policy and it must be included in their contracts as well.
- c. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.
- d. Consultant covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. CONSULTANT covenants that it will conduct no activity or provide any service that is unlawful or offensive.

21. E-Verify. In accordance with Section 448.095, Florida Statutes, the Town requires all Consultants, and any subcontractors thereof, doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor

with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

22. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

23. Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

24. Survival of Provisions. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

25. Conflicts; Order of Priority. This document without exhibits is referred to as the "Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

- a. First Priority: This Base Agreement
- b. Second Priority: Request for Proposal No. 2024-09-02; and
- c. Third Priority: the Consultant's Bid;

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

TOWN:

CONSULTANT:

TOWN OF LAUDERDALE-BY-THE-SEA

FIRST CHOICE DIGITAL, INC

By: _____
Linda Connors, Town Manager

By: _____

Attest: _____
Katrina Adler, Town Clerk

Approved as to Form and Legal Sufficiency:

Town Attorney Susan L. Trevarthen



Agenda Item No: 18.a.

Town Commission Agenda Item Report

Meeting Date: February 11, 2025

Submitted By: Ken Rubach, Deputy Town Manager/Public Works Director

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2025-07: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN OPEN-END MASTER EQUITY LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT, INC., FOR LEASE OF VEHICLES, UTILIZING SOURCEWELL CONTRACT NO. #030122-EFM; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE LEASE OF THREE (3) VEHICLES FOR FISCAL YEAR 2025; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

Explanation: In 2019, we entered into a five-year Master Equity Leasing Agreement with Enterprise to lease vehicles for the Town via Sourcewell Contract #060618-EFM. Leasing allows the Town to replace vehicles before they are compromised by the salt air and the wear and tear from daily use. The Sourcewell Contract for Enterprise was recently re-bid (#030122-EFM) as it had expired. To add new vehicles to the Town's fleet, the Commission will need to approve a new Master Leasing Agreement. The new agreement is good through April 18th, 2026.

Each year as part of the budgeting process, staff evaluates our current vehicle and equipment needs and the leases that we have that are expiring to ensure our vehicle needs are met. In 2025, two of our Ford Ranger leases are expiring and we are requesting new five-year leases (Ford Ranger and Ford Maverick) to replace these vehicles. The annual cost associated with these vehicles, \$17,652, is included in the Parking Fund budget. We are also requesting a Ford Escape so that we can provide a vehicle for the Assistant Director - Development Services - Code Compliance. This annual vehicle lease of \$7595.52, will be included in the Building Fund budget as a significant amount of code compliance work addresses building code violations. These leases will not affect the general fund which is established by the millage rate. The quotes for these vehicles are included in the backup information and are attached as part of the resolution. Additional costs of approximately \$7,500 for safety lighting, bed lining, striping/decals and the liftgate are not included in the lease price and will be paid for separately from Vehicle Maintenance 001-541-500-644.

Recommendation: Approve Resolution 2025-07 authorizing the Town Manager to execute a Master Equity lease agreement via Sourcewell Contract #030122-EFM and subsequently

approve a lease agreement with Enterprise Fleet Management for the three vehicles as per the terms set forth in the lease quotes and master lease agreement.

Exhibits:

1. RES 2025-07- Approving Open-End Master Equity Lease Agreement Enterprise

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A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN OPEN-END MASTER EQUITY LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT, INC., FOR LEASE OF VEHICLES, UTILIZING SOURCEWELL CONTRACT NO. #030122-EFM; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE LEASE OF THREE (3) VEHICLES FOR FISCAL YEAR 2025; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) is in need of three new vehicles to support the operation of various Town departments (collectively, the “Vehicles”); and

WHEREAS, the type of purchase contemplated by the Town has been competitively bid by Sourcewell, a service cooperative created by the Minnesota legislature as a local unit of government, which has entered into Sourcewell Contract No. #030122-EFM ("Sourcewell Contract") with Enterprise Fleet Management, Inc. (the “Vendor”); and

WHEREAS, the Town has successfully utilized Sourcewell contracts for this purpose; and

WHEREAS, in order to take advantage of the Sourcewell Contract, the Town is required to enter into an open-end Master Equity Lease Agreement with the Vendor (the “Agreement”); and

WHEREAS, the Agreement allows the Town to lease additional vehicles for a term of five (5) years; and

WHEREAS, the Town desires to enter into the Agreement, in substantially the form attached hereto as Exhibit “A,” with the Vendor; and

WHEREAS, Section IV.E. “Cooperative Purchasing (Piggybacking)” of the Town’s Purchasing Manual provides that purchases made under the provisions of another government’s

31 purchasing contracts shall be exempt from the competitive bidding requirements provided that
32 certain criteria set forth are all satisfied; and

33 **WHEREAS**, in accordance with Section IV.E. "Cooperative Purchasing (Piggybacking)"
34 of the Town's Purchasing Manual, the Town Commission authorizes the Town Manager to
35 purchase the Vehicles from the Vendor consistent with the Sourcewell Contract and the Vendor's
36 quote, attached hereto as composite Exhibit "B" (the "Quote"); and

37 **WHEREAS**, the Town Commission deems it to be in the best interest of the Town and its
38 residents to approve this Resolution.

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

41 **Section 1. Recitals.** The foregoing "Whereas" clauses are hereby ratified and
42 confirmed as being true and correct and incorporated herein by this reference.

43 **Section 2. Approval.** The Town Commission hereby approves the Agreement with
44 the Vendor, attached hereto as Exhibit "A."

45 **Section 3. Authorization to Execute.** The Town Manager is hereby authorized to
46 execute the Agreement with the Vendor, in substantially the form attached hereto as Exhibit "A,"
47 together with such non-substantial changes as are deemed necessary by the Town Manager and
48 approved as to form and legal sufficiency by the Town Attorney.

49 **Section 4. Authorization for purchase of Vehicles.** The Town Commission hereby
50 authorizes the Town Manager to purchase the Vehicles consistent with the terms and conditions
51 of the Sourcewell Contract and the Quote attached hereto as composite Exhibit "B."

52

Section 5. Implementation. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 11th day of February 2025.

Mayor Edmund Malkoon

Attest:

Katrina Adler, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, 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 and conditions 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, each of which are incorporated herein as part of a single, unitary 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, Open-End (Equity) Lease Rate Quotes, 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. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. 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 after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). 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 and recouped against 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.

(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.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental 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 (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. 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, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. 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, registered 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, licensing 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. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations 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 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations 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 such Vehicle(s) 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.

(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.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

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, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(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 per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
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 per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage Per Accident (100/300/50) - No Deductible

Initials: EFM_____ Customer_____

- (ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - 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 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, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) 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, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, 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 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. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. 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: <u>Town of Lauderdale-By-The-Sea, Florida</u>	LESSOR: Enterprise FM Trust
	By: Enterprise Fleet Management, Inc. its attorney in fact
Signature: _____	Signature: _____
By: <u>Linda Connors</u>	By: _____
Title: <u>Town Manager</u>	Title: _____
Address: <u>4501 N. OCEAN DRIVE</u>	Address: _____
<u>Lauderdale-By-The-Sea</u>	_____
<u>FL</u> <u>33308-3610</u>	_____
Date Signed: _____, _____	Date Signed: _____, _____



**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, I hereby affirm under penalty of perjury that:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of Enterprise Fleet Management a nongovernmental entity.
3. Enterprise Fleet Management does not use coercion for labor or services as defined in the relevant section of the law.

Under penalties of perjury, I declare that I have read the foregoing, and the facts stated in it are true:


(signature)
Print Name: Daniel Garcia

OATH OR AFFIRMATION

State of Florida

County of BROWARD

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 4 day of Feb, 2025, by _____
(name of person) as _____ (type of authority) for _____
_____ (name of party on behalf of whom instrument is executed).



BRIDGET BURNETT SEARS
Commission # HH 254249
Expires August 18, 2026

B. BURNETT SEARS
Notary Public (Print, Stamp, or Type as
Commissioned)

- ☒ Personally known to me; or
☒ Produced identification (Type of Identification: _____)
☐ Did take an oath; or
☐ Did not take an oath

Noncoercive Conduct for Labor or Services Affidavit



**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. Enterprise Fleet Management ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

Under penalties of perjury, I declare that I have read the foregoing, and the facts stated in it are true:

(signature)

Print Name: Daniel Garcia

OATH OR AFFIRMATION

State of Florida

County of BROWARD

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 4th day of Feb, 2025, by _____
(name of person) as _____ (type of authority) for _____
_____ (name of party on behalf of whom instrument is executed).



BRIDGET BURNETT SEARS
Commission # HH 254249
Expires August 18, 2026

B. Burnett Sears
Notary Public (Print, Stamp, or Type as Commissioned)

- ☒ Personally known to me; or
☒ Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

Prepared For: Town of Lauderdale-By-The-Sea, Florida				Date 11/11/2024	
Chasmer, Leroy				AE/AM RB/KPS	
Unit #					
Year	2025	Make	Ford	Model	Ranger
Series	XL 4x4 SuperCrew 5 ft. box 128.7 in. WB				
Vehicle Order Type	Ordered	Term	60	State	FL Customer# 593584
\$ 42,084.32		Capitalized Price of Vehicle ¹		All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote. Order Information Driver NameChasmer, Leroy Exterior ColorOxford White Interior ColorEbony w/Cloth Front Bucket Seats Lic. Plate TypeYellow City GVWR0	
\$0.00	*	Sales Tax 0.0000% State FL			
\$ 450.00	*	Initial License Fee			
\$ 0.00		Registration Fee			
\$ 550.00		Other: (See Page 2)			
\$ 2,761.50	*	Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00	*	Security Deposit			
\$0.00		Taxes			
\$ 39,872.82		Total Capitalized Amount (Delivered Price)			
\$ 538.28		Depreciation Reserve @ 1.3500%			
\$ 197.53		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 735.81		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit \$0.00					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	0 / 0
\$ 46.33		Full Maintenance Program ³ Contract Miles 18,500		OverMileage Charge	\$ 0.0504 Per Mile
Incl: # Brake Sets (1 set = 1 Axle) 0				# Tires 0	Loaner Vehicle Not Included
\$ 46.33		Additional Services SubTotal			
\$ 0.00		Tax 0.0000%		State FL	
\$ 782.14		Total Monthly Rental Including Additional Services			
\$ 7,576.02		Reduced Book Value at 60 Months			
\$ 400.00		Service Charge Due at Lease Termination			

Quote based on estimated annual mileage of 3,700
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

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, plus a pre delivery interest charge. 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
Legacy Liftgate	C	\$ 5,273.32
Window Tint	C	\$ 299.00
Utility Lights	C	\$ 0.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 5,572.32
Aftermarket Equipment Total		\$ 5,572.32

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 200.00
Courtesy Delivery Fee	C	\$ 350.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 550.00
Other Charges Total		\$ 550.00

VEHICLE INFORMATION:

2025 Ford Ranger XL 4x4 SuperCrew 5 ft. box 128.7 in. WB - US

Series ID: R4P

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$35,527	\$36,625.00
Total Options	\$930.00	\$990.00
Destination Charge	\$1,595.00	\$1,595.00
Total Price	\$38,052.00	\$39,210.00

SELECTED COLOR:

Exterior:	YZ-Oxford White
Interior:	BH-Ebony w/Cloth Front Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A Standard	NC	NC
128WB	128" Wheelbase	STD	STD
425	SULEV Emissions System	STD	STD
44T	Transmission: Electronic 10-Speed Automatic	Included	Included
53R	Trailer Tow Package	\$465.00	\$495.00
53RHTC	Class IV Trailer Hitch Receiver	Included	Included
64E	Wheels: 17" Silver-Painted Aluminum	Included	Included
76F	STX Appearance Package	Included	Included
76FBDG	STX Fender Badge	Included	Included
76FFOG	Halogen Fog Lamps	Included	Included
76FLED	LED Reflector Headlamps	Included	Included
86S	Tough Bed Spray-In Bedliner	\$465.00	\$495.00
99H	Engine: 2.3L EcoBoost	Included	Included
B	Cloth Front Bucket Seats	Included	Included
BH_03	Ebony w/Cloth Front Bucket Seats	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDAX	3.73 Axle Ratio	Included	Included
STDGV	GVWR: 6,170 lbs	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: 255/70R17 All-Terrain BSW	Included	Included
SYNC4	SYNC 4A	Included	Included
YZ_01	Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with body-coloured rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Bed Liner: bed liner
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Voice Activated A/C: voice activated air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: full overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
IP Storage: bin instrument-panel storage
Rear Underseat Storage Tray: rear underseat storage tray
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 4G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Auto-Dimming Headlights: auto high-beam headlights
Front Fog Lights: front fog lights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade

Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Lumbar: manual driver and passenger lumbar support

Driver Height Adjustment: manual height-adjustable driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear full bench seat

Rear Folding Position: rear seat fold-up cushion

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Cabback Insulator: cabback insulator

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

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

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Prepared For: Town of Lauderdale-By-The-Sea, Florida				Date 11/20/2024	
Chasmer, Leroy				AE/AM RB/KPS	
Unit #					
Year	2025	Make	Ford	Model	Maverick
Series	XLT All-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB				
Vehicle Order Type	Ordered	Term	60	State	FL Customer# 593584
\$ 32,128.00		Capitalized Price of Vehicle ¹		All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote. Order Information Driver Name Chasmer, Leroy Exterior Color Oxford White Interior Color Navy Pier/Aspen Gray w/Unique Cloth Front Buc Lic. Plate Type Yellow City GVWR 0	
\$0.00	*	Sales Tax <u>0.0000%</u> State <u>FL</u>			
\$ 450.00	*	Initial License Fee			
\$ 0.00		Registration Fee			
\$ 550.00		Other: (See Page 2)			
\$ 0.00		Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00	*	Security Deposit			
\$0.00		Taxes			
\$ 32,678.00		Total Capitalized Amount (Delivered Price)			
\$ 441.15		Depreciation Reserve @ <u>1.3500%</u>			
\$ 160.09		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 601.24		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible <u>0 / 0</u>	
\$ 46.33		Full Maintenance Program ³ Contract Miles <u>18,500</u>		OverMileage Charge <u>\$ 0.0504</u> Per Mile	
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>					
# Tires <u>0</u> Loaner Vehicle Not Included					
\$ 46.33		Additional Services SubTotal			
\$ 0.00		Tax <u>0.0000%</u>		State <u>FL</u>	
\$ 647.57		Total Monthly Rental Including Additional Services			
\$ 6,209.00		Reduced Book Value at <u>60</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

Quote based on estimated annual mileage of 3,700
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

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, plus a pre delivery interest charge. 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
Lighting - LED Headlight Upgrade (AME Quote: n/a)	C	\$ 399.00
Utility Lights - Roof Light (AME Quote: n/a)	C	\$ 349.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 748.00
Aftermarket Equipment Total		\$ 748.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 200.00
Courtesy Delivery Fee	C	\$ 350.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 550.00
Other Charges Total		\$ 550.00

VEHICLE INFORMATION:

2025 Ford Maverick XLT All-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB - US

Series ID: W8J

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$28,317	\$28,895.00
Total Options	\$1,408.00	\$1,515.00
Destination Charge	\$1,595.00	\$1,595.00
Total Price	\$31,320.00	\$32,005.00

SELECTED COLOR:

Exterior:

YZ-Oxford White

Interior:

7B-Navy Pier/Aspen Gray w/Unique Cloth Front Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
121WB	121" Wheelbase	STD	STD
302A	Equipment Group 302A	\$948.00	\$1,020.00
425	50-State Emissions System	STD	STD
448	Transmission: 8-Speed Automatic	Included	Included
64T	Wheels: 17" Carbonized Gray Painted Aluminum	Included	Included
7	Unique Cloth Front Bucket Seats	Included	Included
7B_07	Navy Pier/Aspen Gray w/Unique Cloth Front Bucket Seats	NC	NC
96G	Tough Bed Spray-In Bedliner	\$460.00	\$495.00
99A	Engine: 2.0L EcoBoost	Included	Included
NONAX	3.63 Axle Ratio	Included	Included
PAINT	Monotone Paint Application	STD	STD
SIRIUS	SiriusXM w/360L	Included	Included
STDGV	GVWR: 5,320 lbs	Included	Included
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included	Included
STDTR	Tires: P225/65R17 A/S BSW	Included	Included
SYNC4	SYNC 4 w/Enhanced Voice Recognition	Included	Included
YZ_01	Oxford White	NC	NC

EXHIBIT

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Bed Liner: bed liner
Box Style: regular
Integrated Storage: pickup integrated storage
Body Material: galvanized steel/aluminum body material
: class I trailering with harness, hitch
Grille: black grille

Convenience Features:

Air Conditioning: automatic air conditioning
Air Filter: air filter
Voice Activated A/C: voice activated air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Intelligent Access proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: auxiliary driver and passenger-side visor mirrors
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 1 seatback storage pockets
Dashboard Storage: dashboard storage
IP Storage: bin instrument-panel storage
Rear Underseat Storage Tray: rear underseat storage tray
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: SiriusXM with 360L AM/FM/Satellite 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: 6 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Auto-Dimming Headlights: Auto High Beam auto high-beam headlights

Cab Clearance Lights: cargo bed light
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5

Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Height Adjustment: manual height-adjustable driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear full bench seat

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: premium cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: coloured instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Floor Mats: carpet front floor mats

Standard Engine:

Engine 250-hp, 2.0-liter I-4 (premium)

Standard Transmission:

Transmission 8-speed automatic w/ OD

Prepared For: Town of Lauderdale-By-The-Sea, Florida				Date 01/15/2025	
Chasmer, Leroy				AE/AM RB/KPS	
Unit #					
Year	2025	Make	Ford	Model	Escape
Series Active 4dr All-Wheel Drive					
Vehicle Order Type	In-Stock	Term	60	State	FL Customer# 593584
\$ 30,439.00		Capitalized Price of Vehicle ¹		All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote. Order Information Driver Name Please Provide Driver Exterior Color (0 P) Oxford White Interior Color (0 I) Ebony w/Unique Cloth Front Bucket Seats Lic. Plate Type Yellow City GVWR 0	
\$ 0.00	*	Certain Other Charges <u>0.0000%</u> State <u>FL</u>			
\$ 450.00	*	Initial License Fee			
\$ 0.00		Registration Fee			
\$ 310.00		Other: (See Page 2)			
\$ 0.00		Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00	*	Security Deposit			
\$ 0.00		Taxes			
\$ 30,749.00		Total Capitalized Amount (Delivered Price)			
\$ 415.11		Depreciation Reserve @ <u>1.3500%</u>			
\$ 171.52		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 586.63		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 46.33		Full Maintenance Program ³ Contract Miles <u>18,500</u>		OverMileage Charge	<u>\$ 0.0700</u> Per Mile
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>					
\$ 46.33		Additional Services SubTotal		# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 0.00		Tax <u>0.0000%</u>		State <u>FL</u>	
\$ 632.96		Total Monthly Rental Including Additional Services			
\$ 5,842.40		Reduced Book Value at <u>60</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

Quote based on estimated annual mileage of 3,700
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

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, plus a pre delivery interest charge. 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.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 200.00
Estimated Transport	C	\$ 110.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 310.00
Other Charges Total		\$ 310.00

VEHICLE INFORMATION:

2025 Ford Escape Active 4dr All-Wheel Drive - US

Series ID: U9G

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$28,368	\$29,550.00
Total Options	\$526.00	\$495.00
Destination Charge	\$1,495.00	\$1,495.00
Total Price	\$30,389.00	\$31,540.00

SELECTED COLOR:

Exterior:	YZ-(0 P) Oxford White
Interior:	CB-(0 I) Ebony w/Unique Cloth Front Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
106WB	106" Wheelbase	STD	STD
18C	Power Liftgate	\$465.00	\$495.00
200A	Equipment Group 200A	NC	NC
425	50-State Emissions System	STD	STD
448	Transmission: 8-Speed Automatic	Included	Included
99N	Engine: 1.5L EcoBoost	Included	Included
C	Unique Cloth Front Bucket Seats	Included	Included
CB_01	(0 I) Ebony w/Unique Cloth Front Bucket Seats	NC	NC
FPASS	FordPass Connect	Included	Included
FUELCV	Fuel Charge & CV Lot Mgm	\$61.00	\$0.00
PAINT	Monotone Paint Application	STD	STD
STDAX	3.81 Axle Ratio	Included	Included
STDGV	GVWR: TBD	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: 225/65R17 AS BSW	Included	Included
STDWL	Wheels: 17" Shadow Silver-Painted Aluminum	Included	Included
SYNC	SYNC 4	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with metal-look rub strip
Front Bumper Insert: black front bumper insert
Body Material: fully galvanized steel body material
Body Side Cladding: black bodyside cladding
Grille: black w/chrome accents grille
Exhaust Tip: chrome tip exhaust

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Trunk/Hatch/Door Remote Release: power cargo access remote release
Power Windows: power windows with driver 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Intelligent Access proximity key
Valet Key: valet function
Trunk FOB Controls: keyfob trunk/hatch/door release
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: auxiliary driver and passenger-side visor mirrors
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 1 seatback storage pockets
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: SiriusXM AM/FM/Satellite 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: 6 speakers
Internet Access: FordPass Connect 4G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Auto-Dimming Headlights: Auto High Beam auto high-beam headlights

Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5

Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Height Adjustment: manual height-adjustable driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear manual reclining 60-40 split-bench seat

Rear Seat Fore/Aft: manual rear seat fore/aft adjustment

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: piano black/metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: metal-look shift knob

Floor Mats: carpet front and rear floor mats

Interior Accents: metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Air Compressor: tire mobility kit

Standard Engine:

Engine 180-hp, 1.5-liter I-3 (premium)

Standard Transmission:

Transmission 8-speed automatic w/ OD



Town Commission Agenda Item Report

Meeting Date: February 11, 2025

Submitted By: Ken Rubach, Deputy Town Manager/Public Works Director

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2025-10: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A LOCALLY FUNDED AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR ROADWAY ENHANCEMENTS ALONG SR-A1A FROM FLAMINGO AVENUE TO PINE AVENUE IN CONJUNCTION WITH THE FDOT RESURFACING PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Explanation: The Florida Department of Transportation (FDOT) is currently resurfacing A1A, which includes a portion of the roadway extending from Flamingo Avenue to Pine Avenue within the Town. As part of the project, FDOT requires municipalities to enter into a Local Funding agreement. Under this agreement, the Town is responsible for covering the costs of replacing any existing or additional upgrades to the existing roadway.

There are two areas that FDOT has identified as "upgrades," for which the Town must fund if we would like to retain them. Additionally, FDOT has instituted a new policy prohibiting the installation of paver crosswalks due to ongoing issues with settling. This change will impact the Town as well.

Staff is requesting Commission approval for the following costs associated with these necessary upgrades:

1. Replacing the patterned pavement with stamped asphalt. Once completed, this will align the crosswalks with the aesthetic of the crosswalks north of Pine on A1A; and
2. Replacing the in-ground crosswalk warning lighting at the intersection of A1A and Hibiscus. The in-ground lighting enhances safety and is a key component of the pedestrian crosswalk.

The total cost for these enhancements is \$244,045. This amount is within the budgeted allocation for the project in the FY25 CIP under the FDOT A1A Pine to Palm project (300-572108-500630), which has a total allocation of \$255,000.

Recommendation: Approve Resolution 2025-10, authorizing the Town Manager to enter into a Local Funding Agreement with the Florida Department of Transportation for roadway enhancements to A1A as part of the FDOT resurfacing project.

Exhibits:

1. Resolution 2025-10 LFA FDOT

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**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-
THE-SEA, FLORIDA, APPROVING A LOCALLY FUNDED
AGREEMENT WITH THE FLORIDA DEPARTMENT OF
TRANSPORTATION FOR ROADWAY ENHANCEMENTS
ALONG SR-A1A FROM FLAMINGO AVENUE TO PINE
AVENUE IN CONJUNCTION WITH THE FDOT
RESURFACING PROJECT; AUTHORIZING THE TOWN
MANAGER TO EXECUTE THE AGREEMENT; PROVIDING
FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, the Florida Department of Transportation (“FDOT”) is conducting milling and resurfacing work along SR-A1A from Flamingo Avenue to Pine Avenue; and

WHEREAS, the Town has requested that FDOT perform the construction of stamped patterned pavement to the crosswalks mirroring the crosswalks north of Pine Avenue on A1A as well as the replacement of the inground crosswalk warning lighting at the intersection of A1A and Hibiscus (the “Improvements”), in addition to the milling and resurfacing work FDOT is performing; and

WHEREAS, in order to match the existing pavement and replacement of the inground crosswalk warning lighting the fixtures, the Town is required to pay for the Improvements as they are considered an upgrade over standard FDOT lighting; and

WHEREAS, the Improvements cost an estimated \$244,045.00, with the amount of \$255,000.00 budgeted for in the Town's Capital Improvement Program; and

WHEREAS, the Town is required to execute a locally funded agreement (the “LFA”) with FDOT for the Improvements; and

WHEREAS, Town staff recommends that the Town Commission approve the LFA with FDOT for the Improvements in an amount of \$244,045.00, attached as Exhibit “A” (the “Agreement”).

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

Section 1. Each “WHEREAS” clause set forth is true and correct and herein incorporated by this reference.

Section 2. The Town Commission hereby approves the LFA with FDOT, attached as Exhibit “A,” for the Improvements.

Section 4. The Town Commission hereby authorizes the Town Manager to execute the LFA with FDOT for the Improvements, in substantial conformity with Exhibit “A,” together with such non-substantial changes as are acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Section 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this _____ day of February, 2025.

Mayor Edmund Malkoon

Attest:

APPROVED AS TO FORM:

Tedra Allen, Town Clerk, CMC

Susan Trevarthen, Town Attorney

(CORPORATE SEAL)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCALLY FUNDED AGREEMENT

THIS Locally Funded Agreement ("Agreement"), entered into this _____ day of _____ 20_____, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and Town of Lauderdale By The Sea located at 4501 North Ocean Drive, Lauderdale-By-The-Sea, Florida 33308 hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the PARTICIPANT provide financial assistance to the DEPARTMENT for construction work related to the Department's roadway resurfacing work along SR-A1A from Flamingo Avenue to South of Pine Avenue in Broward County, Florida (Financial Management (FM) Number 448405-1-52-01, Funded in Fiscal Year 2026;

WHEREAS, as part of the DEPARTMENT'S construction work, the PARTICIPANT has requested that the DEPARTMENT perform the following additional work that will be funded by the PARTICIPANT and identified in the DEPARTMENT'S Work Program as FM Number 448405-1-52-02. The funds will be utilized for decorative lighting, stamped asphalt, in-ground lighting as set forth in **Exhibit A**, Scope of Services, which is attached hereto and made a part hereof; and hereinafter referred to as the "Project"; and

WHEREAS, the PARTICIPANT has agreed to provide the DEPARTMENT with the additional funding needed for the Project; and

WHEREAS, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the PARTICIPANT by Resolution Item No. _____ dated the _____ day of _____ 20_____, a copy of which is attached hereto and made a part hereof, authorizes the Director, or designee to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
3. The PARTICIPANT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no extra

cost.

4. The DEPARTMENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The DEPARTMENT will make reasonable efforts to obtain the PARTICIPANT input in its decisions.
 5. The total cost of the DEPARTMENT'S construction work and the Project is estimated to be THREE MILLION TWO HUNDRED TWENTY-SIX THOUSAND TWO HUNDRED ELEVEN DOLLARS AND ZERO CENTS (\$3,226,211.00). The PARTICIPANT'S share of the Project, which includes a 20% cost contingency, is an estimated amount of TWO HUNDRED FORTY-FOUR THOUSAND FORTY-FIVE DOLLARS AND ZERO CENTS (\$244,045.00), which sum shall be paid to the DEPARTMENT. In the event the actual cost of the Project is less than the funds provided, the difference will be refunded to the PARTICIPANT. In the event that the actual cost of the Project, without modifications, results in a sum greater than that paid by the PARTICIPANT, then such sum shall be the sole responsibility of the PARTICIPANT and shall be paid to the DEPARTMENT.
- (A) The PARTICIPANT agrees that it will, within thirty (30) days of the execution of this Agreement, furnish the DEPARTMENT with a wire transfer in the amount of TWO HUNDRED FORTY-FOUR THOUSAND FORTY-FIVE DOLLARS AND ZERO CENTS (\$244,045.00) towards the Project Costs.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the DEPARTMENT'S Work Program.

Remittance shall be made payable to the Department of Transportation. Payment shall be clearly marked to indicate that it is to be applied to FM Number 448405-1-52-02. The DEPARTMENT shall utilize this amount towards the costs of Project No. 448405-1-52-02.

Wire transfer/Payments are to be made to:

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial project # 448405-1-52-02

In order for the DEPARTMENT to receive credit for the funds due to the DEPARTMENT, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, please contact Morgan Harris at Morgan.Harris@dot.state.fl.us. In addition to contacting Ms. Harris, the

PARTICIPANT shall send an email notification to D4-lfa@dot.state.fl.us stating the day and time the wire transfer was sent.

- (B) The PARTICIPANT'S share of the accepted bid for the Project (hereinafter referred to as "Accepted Bid") and the DEPARTMENT'S work plus allowances is hereinafter defined as the "Total Accepted Bid". Allowances are hereby defined as contingency, mobilization (MOB), and Maintenance of Traffic (MOT). If the accepted bid amount is in excess of the advance deposit amount, the PARTICIPANT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent that the accepted bid amount is in excess of the advanced deposit amount; however, failure of the DEPARTMENT to notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. If the PARTICIPANT cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT'S Project Manager indicating the date the deposit will be made and the DEPARTMENT'S written consent to the payment of the additional deposit on said date. The PARTICIPANT understands the request and approval of the additional time could delay the Project, and additional costs at the PARTICIPANT'S expense may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the Department's Work Program.
- (C) If the Project costs are less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the PARTICIPANT'S share of the Accepted Bid amount.
- (D) Should Project modifications occur that increase the PARTICIPANT'S payment for the Project costs, the PARTICIPANT will be notified by the DEPARTMENT. The PARTICIPANT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the cost of the Project. The DEPARTMENT shall notify the PARTICIPANT as soon as it becomes apparent the actual costs will exceed the deposit amount. However, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. Funds due from the PARTICIPANT during the Project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, F.S. In the event the PARTICIPANT fails to make the additional payment within the time hereinabove set forth, in addition to any other remedy, the DEPARTMENT reserves the right to terminate this Agreement.
- (E) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days of final payment to the Contractor(s). The DEPARTMENT considers the Project complete when the final payment has been made to the Contractor(s), not when the construction work is complete. All Project cost records and accounts shall be subject

to audit by a representative of the PARTICIPANT for a period of three (3) years after final close out of the Project. The PARTICIPANT will be notified of the final cost. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, the excess funding will be refunded to the PARTICIPANT. If the final accounting is not performed within three hundred sixty (360) days, the PARTICIPANT is not relieved from its obligation to pay.

- (F) In the event the final accounting of total Project costs indicate that the Project costs are greater than the total deposits to date, the PARTICIPANT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The PARTICIPANT agrees to pay interest at a rate as established pursuant to *Section 55.03, F.S.*, on any invoice not paid within forty (40) calendar days until the invoice is paid.
 - (G) Upon receipt of payment, from the PARTICIPANT to the DEPARTMENT, the DEPARTMENT will then forward the PARTICIPANT'S payment to the Department of Financial Services, Division of Treasury for deposit as provided in the Three-Party Escrow Agreement between the PARTICIPANT, the DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury, a copy of which is attached hereto and made a part hereof as **Exhibit B**.
- 6. Upon completion of the Project, the PARTICIPANT will comply with the provisions set forth in Hardscape Maintenance Memorandum of Agreement (HMMOA), which is attached hereto and made a part hereof as **Exhibit C**. The PARTICIPANT shall agree to maintain the Project in accordance with the terms of **Exhibit C**. The terms of this paragraph shall survive the termination of this Agreement.
 - 7. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.
 - 8. This Agreement and any interest herein shall not be assigned, transferred, or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
 - 9. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project (FM# 448405-1-52-02) is completed as evidenced by the written acceptance of the DEPARTMENT.
 - 10. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.

11. The PARTICIPANT / Vendor/ Contractor:
 - (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT / Vendor/ Contractor during the term of the contract; and
 - (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
12. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
13. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
14. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Loren Hughes, Local Program Coordinator
With a copy to: Vandana Nagole, FDOT Project Manager
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

Town of Lauderdale by the Sea
4501 North Ocean Drive
Lauderdale by the Sea, FL
33308 Attn: Linda Connors
With a copy to: Attorney

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes

specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. _____, hereto attached.

TOWN OF LAUDERDALE BY THE SEA

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
NAME: _____
TITLE: _____

BY: _____
JOHN P. KRANE, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:

LEGAL REVIEW:

CLERK (SEAL)

BY: _____
FRANCINE STEELMAN
OFFICE OF THE GENERAL COUNSEL

APPROVED:

APPROVED:

BY: _____
ATTORNEY

BY: _____
DISTRICT PROGRAM MGMT. ADMINISTRATOR

Exhibit A
Scope of Services
SR-A1A FROM FLAMINGO AVENUE TO SOUTH OF PINE AVE

Construction Work of Project FM: 448405-1:

This RRR project runs along State Road A1A (Roadway ID: 86050000), in Broward County, from Flamingo Avenue (M.P. 6.434) to South of Pine Avenue (M.P. 7.443). The existing typical section consists of a 3-lane undivided Urban Minor Arterial with 10' travel lanes, an 11' TWLTL, 4' undesignated bike lane, 2' drop curb (curb and gutter at intersections and some bus stop locations), and 6' sidewalk on both sides. The intent of the project is to mill and resurface the existing pavement, provide signal upgrades at the signalized intersections, replace and upgrade all pavement markings to meet the latest FDOT Standard Plans, and replace non-compliant pedestrian curb ramps. The crosswalk and in-ground lighting impacted by improvements is to be designed and constructed as per the standard specified by the Town of Lauderdale-By-The-Sea.

LFA Scope Elements Funded by Participant:

Roadway

- Use patterned pavement in identified crosswalk locations.

Lighting:

- In-pavement lighting in Hibiscus Avenue Crosswalk (East-West Crosswalk)

Exhibit B THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Town of Lauderdale by the Sea ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: SR-A1A FROM FLAMINGO AVENUE TO SOUTH PINE AVE
Project #: 448405-1-52-02
County: Broward County

WHEREAS, FDOT and Participant desire to establish an escrow account for the project

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this Agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.
7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT (signature)

For PARTICIPANT (signature)

Name and Title

Name

59-3024028
Federal Employer I.D. Number

Title

Date

VF-596-002-670-002
Federal Employer I.D. Number

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

THIS IS AN EXHIBIT ONLY .. NOT FOR EXECUTION!

EXHIBIT C

HARDSCAPE MAINTENANCE

MEMORANDUM OF AGREEMENT

WITH

LAUDERDALE-BY-THE-SEA

THIS IS AN EXHIBIT ONLY .. NOT FOR EXECUTION!

SECTION: 86050000
PROJECT: 448405-1-52-02
COUNTY: Broward
STATE RD: SR A1A

FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR
HARDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the **FLORIDA DEPARTMENT OF TRANSPORTATION**, a component AGENCY of the State of Florida, hereinafter called the **DEPARTMENT** and the **TOWN OF LAUDERDALE BY THE SEA**, a municipal corporation, existing under the Laws of Florida, hereinafter called the **AGENCY**.

WITNESSETH:

WHEREAS, the DEPARTMENT has jurisdiction over **State Road A1A** (N. Ocean Drive) as part of the State Highway System; and

WHEREAS, as part of the continual updating of the State Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facility as described in **Exhibit "A"** within the corporate limits of the AGENCY; and

WHEREAS, the Department and the Agency signed an agreement dated November 23, 1999 (**Original Agreement**), for the area of State Road A1A from Imperial Lane (M.P.6.41) to Pine Avenue (M.P.9.62) and State Road 870 (Commercial Boulevard) from the Intracoastal waterway to State Road A1A, and

WHEREAS, the Department and the Agency then supplemented the Original Agreement on September 20, 2023, to install hardscape improvements on State Road A1A at State Road 870 (Commercial Boulevard) from M.P. 6.910 to M.P. 6.971, and

WHEREAS, the DEPARTMENT seeks to install and have maintained by the AGENCY under this Agreement certain additional hardscape improvements on **State Road A1A** (N. Ocean Drive) from Flamingo Avenue (M.P. 6.434) to Pine Avenue (M.P. 7.443) as described within **Exhibit "B"**. All other improvements included in the aforementioned agreements shall continue to be maintained in accordance with the terms and conditions of those agreements, and

WHEREAS, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain the additional improvements, including patterned pavement and in-road lighting, made to the traveled way at the request and funding of the AGENCY; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY, by Resolution No. _____ dated _____, 20____, attached hereto and by this reference made a part hereof in **Exhibit "F"**, desires to enter into this Agreement and authorizes its officers to do so;

SECTION: 86050000
PROJECT: 448405-1-52-02
COUNTY: Broward
STATE RD: SR A1A

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

The DEPARTMENT shall install or caused to be installed *hardscape improvements* on the highway facilities substantially as specified in plans and specifications hereinafter referred to as the Project(s) and incorporated herein as referenced in **Exhibit "B"**. *Hardscape* shall mean, but not be limited to, any non-standard roadway, sidewalk, median or crosswalk, specialty surfacing, including concrete pavers, color stamped concrete, color stamped asphalt (also known as patterned pavement), and brick paver detectable warnings.

If there are any major changes to the plan(s), the DEPARTMENT shall provide the modified plan(s) to the AGENCY and the AGENCY shall provide their approval or disapproval to the DEPARTMENT within 10 business days. The DEPARTMENT may elect to withdraw the hardscape improvements if changes are not approved within the given time frame.

3. MAINTENANCE OF FACILITIES

A. The AGENCY agrees to maintain, at its sole cost and expense, all IMPROVEMENTS as described in EXHIBIT B within the limits of construction detailed in EXHIBIT A. Maintenance shall be as indicated below and in accordance with EXHIBIT D (Maintenance Plan for Hardscape Improvements) and Exhibit E (Patterned Pavement Maintenance). The AGENCY's responsibility for maintenance shall include all hardscape areas on the sidewalk or within the medians, areas outside the traveled way to the right-of-way, and/or areas within the traveled way containing specialty surfacing and in-road lighting.

B. Maintenance by the AGENCY will include inspection, repair, restoration, replacement, and general maintenance. The AGENCY shall keep the IMPROVEMENTS in good repair and replace any defective or worn-out parts due to normal wear and tear, a named storm event, acts of God, accidents, and vandalism. The AGENCY shall take all necessary steps to maintain the IMPROVEMENTS in a manner to protect against injury to any person or property.

C. It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway caused by the differential characteristics of non-standard traveled way surfacing and the associated header curb (and concrete areas, if applicable) on DEPARTMENT right-of-way within the limits of this Agreement. Header curbs that contain the specialty surfacing treatment shall be kept in optimum condition.

D. The IMPROVEMENTS shall be kept clean and free from trash and debris, weeds, and graffiti. The IMPROVEMENTS shall be free of pests such as stinging insects, rodents, and vermin, including removal of nests as needed.

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- E. The AGENCY shall be responsible for maintenance of the IMPROVEMENTS in accordance with all DEPARTMENT Procedures, Standards and Specifications, and any and all applicable laws which shall include, but not be limited to, laws and regulations relating to the Americans with Disabilities Act ("ADA") of 1990, as currently enacted or as may be amended from time to time.
- F. If it becomes necessary to provide utilities (water/electricity) to the IMPROVEMENTS, all cost associated with the utilities, accent lighting and/or irrigation systems are the maintaining AGENCY's responsibility.
- 1) The AGENCY shall be directly responsible for impact connection fees.
 - 2) The AGENCY shall become responsible for the above-named IMPROVEMENTS and ongoing utility costs upon final acceptance of the construction project by the DEPARTMENT and thereafter.
- G. Any work impacting traffic flow along SR A1A or adjacent roadways must be coordinated with the DEPARTMENT. Lane closures must be submitted for approval in accordance with DEPARTMENT procedures and policies and will meet the goals established in the DEPARTMENT's Open Roads Policy.
- H. The AGENCY shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, or other assets occurring as a result of maintenance and operation of the IMPROVEMENTS, and shall repair such damage to the satisfaction of the DEPARTMENT at no expense to the DEPARTMENT, as per the requirements in Exhibit D (Maintenance Plan for Hardscape Improvements).
- I. The maintenance functions to be performed by the AGENCY may be subject to periodic inspections by the DEPARTMENT at the discretion of the DEPARTMENT. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding repayment, reworking, or Agreement termination. The AGENCY shall not change or deviate from said plans without written approval of the DEPARTMENT.

4. DEPARTMENT ACCESS TO FACILITIES

The DEPARTMENT will periodically need access to various features within the limits of this agreement. Upon request of the DEPARTMENT, the AGENCY will have 14 calendar days to provide access to the items noted by the DEPARTMENT. This may require temporary or permanent removal of improvements such as hardscape, landscape or other items conflicting with the items to which the Department needs access.

Should the AGENCY fail to remove or relocate items as requested, the DEPARTMENT may:

- (a) Remove conflicting improvements or any portion thereof.
- (b) Restore the area with any material meeting Department standards.
- (c) Restore the improvements at the request and funding of the AGENCY.

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5. NOTICE OF MAINTENANCE DEFICIENCIES

A. If at any time after the AGENCY has undertaken the maintenance responsibilities for the improvements, it shall come to the attention of the DEPARTMENT'S District Secretary that the limits, or a part thereof, are not properly maintained pursuant to the terms of this Agreement, said District Secretary may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY, placing said AGENCY on notice thereof. Thereafter the AGENCY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time, the DEPARTMENT may at its option, proceed as follows:

- (1) Maintain the hardscape improvements or any part thereof, with DEPARTMENT or Contractor's personnel and invoice the AGENCY for actual expenses incurred, and/or
- (2) At the discretion of the DEPARTMENT, terminate the Agreement in accordance with Paragraph 9 of this Agreement and remove, by the DEPARTMENT or Contractor's personnel, all of the hardscape improvements installed under this Agreement or any preceding Agreements, and charge the AGENCY the reasonable cost of such removal.

6. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the hardscape improvements covered by this Agreement may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the DEPARTMENT in order that the adjacent state road be widened, altered, or otherwise changed to meet future criteria or planning needs of the DEPARTMENT.

The AGENCY shall be given sixty (60) calendar days' notice to remove said hardscape improvements at AGENCY'S expense after which time the DEPARTMENT may remove same. All permits, fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the maintaining AGENCY'S responsibility.

7. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional hardscape improvements within the limits of the improvements rights of ways identified herein, subject to the following conditions:

- (a) Plans for any new hardscape improvements shall be subject to approval by the DEPARTMENT. The AGENCY shall not change or deviate from said plans without written approval by the DEPARTMENT.
- (b) The AGENCY shall procure a permit from the DEPARTMENT.
- (c) All hardscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (d) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional hardscape improvements it chooses to have installed and there will be no cost to the DEPARTMENT.

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8. ADJACENT PROPERTY OWNER IMPROVEMENTS

The DEPARTMENT may allow an adjacent property owner to construct additional hardscape improvements within the limits of the rights of way identified in **Exhibit "A"** of this Agreement and the AGENCY shall be responsible for maintaining those improvements under this Agreement subject to the following conditions:

- (a) Plans for any new hardscape improvements shall be subject to approval by the DEPARTMENT and shall require a valid permit attached with a letter of consent to said plans by the AGENCY. The plans shall not be changed or deviated from without written approval by the DEPARTMENT and the AGENCY.
- (b) All hardscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional hardscape improvements installed by an adjacent owner.

9. HARDSCAPE IMPROVEMENTS COST

The DEPARTMENT agrees to enter into a contract for the installation of the hardscape improvements with an estimated amount of \$208,552.77 as referenced in **Exhibit "C"**.

Pursuant to the terms and conditions of a **Locally Funded Agreement (LFA)**, to which this Agreement is attached and incorporated therein, the AGENCY is paying for these hardscape improvements that will be constructed as part of the DEPARTMENT'S roadway project.

The DEPARTMENT shall invite the AGENCY to assist in the final acceptance of the hardscape improvements.

10. AGREEMENT TERMINATION

In addition to those conditions otherwise contained herein, this Agreement may be terminated under any one (1) of the following conditions:

- (a) By the DEPARTMENT, if the AGENCY fails to perform its duties under this Agreement, following ten (10) days written notice.
- (b) By the DEPARTMENT, for refusal by the AGENCY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the AGENCY in conjunction with this Agreement.

11. AGREEMENT TERM

This Agreement commences upon execution by all parties and shall remain in effect for as long as the hardscape items exist.

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12. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the hardscape improvements shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.
- B. In the event that AGENCY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
- (1) AGENCY'S contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the DEPARTMENT as an additional insured on such policies.
 - (2) AGENCY'S contractor shall furnish AGENCY with Certificates of Insurance or Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.
 - (3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of AGENCY'S contractor is completed. All policies must be endorsed to provide the DEPARTMENT with at least thirty (30) days' notice of cancellation and or/or restriction. If any of the insurance coverage will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

13. E-VERIFY REQUIREMENTS

The AGENCY shall:

- (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and
- (b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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14. SUPERSEDED AGREEMENTS

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that *are not merged herein and superseded hereby*.

15. FISCAL TERMS

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

16. DISPUTES

The DEPARTMENT'S District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

17. ASSIGNMENT

This Agreement may not be assigned or transferred by the AGENCY in whole or part without the consent of the DEPARTMENT.

18. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The AGENCY agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this agreement is decided.

19. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

SECTION: 86050000
PROJECT: 448405-1-52-02
COUNTY: Broward
STATE RD: SR A1A

If to the DEPARTMENT:
Florida Dept. of Transportation
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Attn: Kaylee Kildare,
District IV Landscape Manager

If to the AGENCY:
Town of Lauderdale-By-The Sea
4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308
Attn: Ken Rubach
Deputy Town Manager/Public Works
Director

20. LIST OF EXHIBITS

Exhibit A: Project Location and Maintenance Boundaries
Exhibit B: Hardscape Improvement Plans
Exhibit C: Approximate Cost for Hardscape Improvements
Exhibit D: Maintenance Plan for Hardscape Improvements
Exhibit E: Patterned Pavement Maintenance
Exhibit F: Resolution

THIS IS AN EXHIBIT ONLY .. NOT FOR EXECUTION!

SECTION: 86050000
PROJECT: 448405-1-52-02
COUNTY: Broward
STATE RD: SR A1A

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

TOWN of LAUDERDALE BY THE SEA

By: _____ Date: _____
Chairperson / Mayor / Manager

Attest: _____ (SEAL)
City Clerk

Legal Approval: _____

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____ Date: _____
Transportation Development Director

Attest: _____ (SEAL)
Executive Secretary

Legal Review: _____
Office of the District General Counsel

THIS IS AN EXHIBIT ONLY .. NOT FOR EXECUTION!

SECTION: 86050000
PROJECT: 448405-1-52-02
COUNTY: Broward
STATE RD: SR A1A

EXHIBIT A

PROJECT LOCATION AND MAINTENANCE BOUNDARIES

I. ROADWAY PROJECT LOCATION:

State Road A1A (N Ocean Drive) from Flamingo Avenue (M.P. 6.434) to Pine Avenue (M.P. 7.443)

II. LIMITS OF MAINTENANCE FOR HARDSCAPE IMPROVEMENTS*

Hardscape Improvements within the limits of A1A from Imperial Lane (M.P. 6.539) to Washington Avenue (M.P. 7.312)

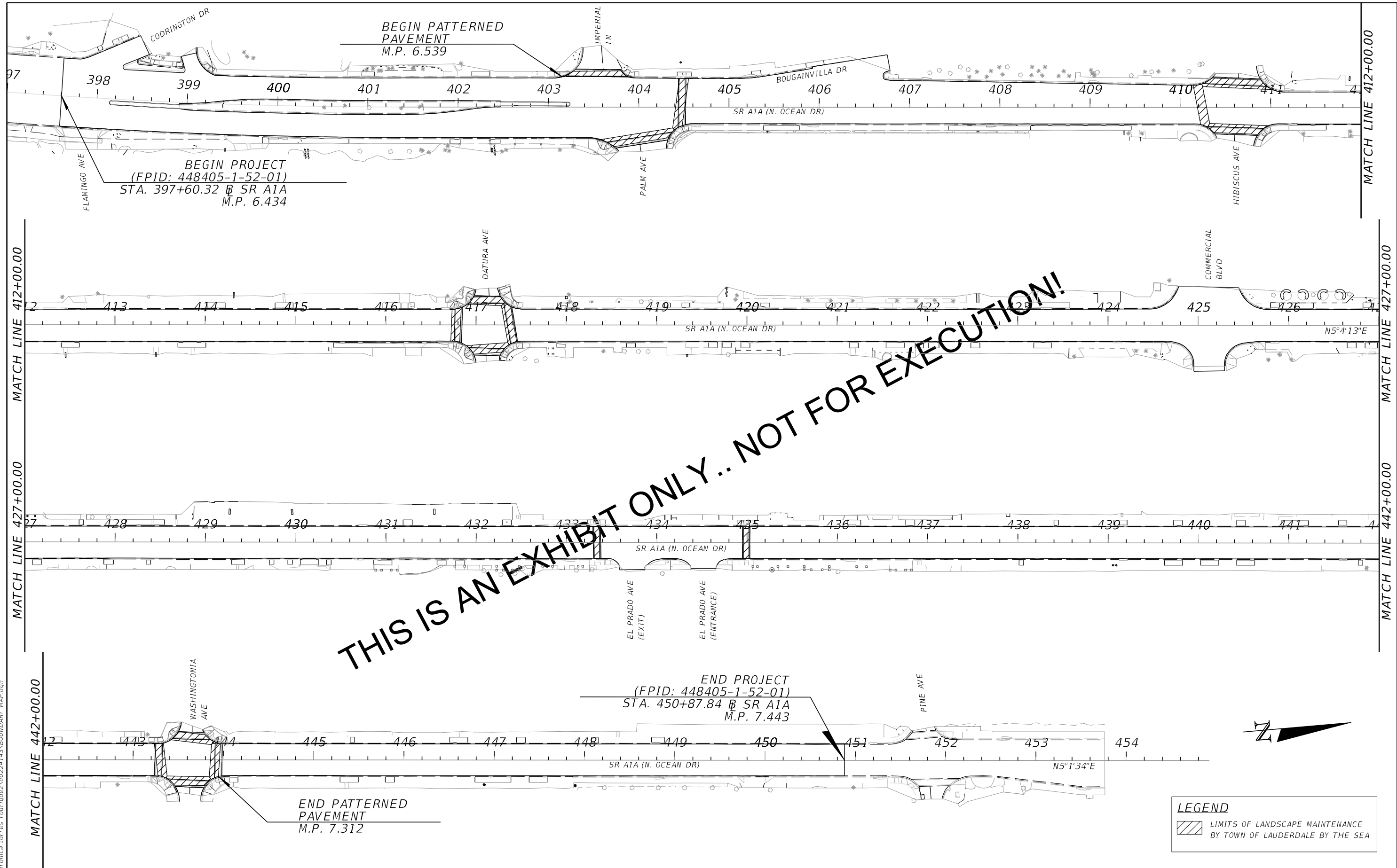
III. HARDSCAPE MAINTENANCE BOUNDARY MAP:

See Attached

**All limits of Original Agreement and Amendments shall continue to apply.*

THIS IS AN EXHIBIT ONLY; NOT FOR EXECUTION!

12/14/2023 1:34:10 PM vtorresrodriguez
c:\bms\bcc-pw-01\veronica torres rodriguez\00224143\BOUNDARY MAP.dgn



LEGEND

 LIMITS OF LANDSCAPE MAINTENANCE
BY TOWN OF LAUDERDALE BY THE SEA

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LAUDERDALE BY THE SEA MAINTENANCE BOUNDARY MAP	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					A1A	BROWARD	448405-1-52-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SECTION: 86050000
PROJECT: 448405-1-52-02
COUNTY: Broward
STATE RD: SR A1A

EXHIBIT B

HARDSCAPE IMPROVEMENT PLANS

The DEPARTMENT agrees to install the Hardscape Improvements in accordance with the roadway plans and specifications for project FM# 448405-1-52-01, attached hereto and incorporated herein.

Please see attached plans prepared by: **BCC Engineering, LLC**

Roadway Plan Sheets: 1,4,11-26
Date: 9/5/2024
EOR: Michelle Rossi, PE

Signalization Plan Sheets: T-1 to T-8
Date: 9/26/2024
EOR: Hendric Mendez, PE

THIS IS AN EXHIBIT ONLY - NOT FOR EXECUTION!

CONTRACT PLANS COMPONENTS

ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS
SIGNALIZATION PLANS
LIGHTING PLANS

A DETAILED INDEX APPEARS ON THE
KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3 - 4	TYPICAL SECTIONS
5	MODEL MANAGEMENT
6 - 10	PROJECT CONTROL
11	GENERAL NOTES
12 - 21	ROADWAY PLAN
22	SPECIAL DETAILS
23 - 25	TEMPORARY TRAFFIC CONTROL PLANS
26 - 35	UTILITY ADJUSTMENTS

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID 448405-1-52-01

BROWARD COUNTY (86050)
STATE ROAD NO. A1A
FROM FLAMINGO AVE TO SOUTH OF PINE AVE

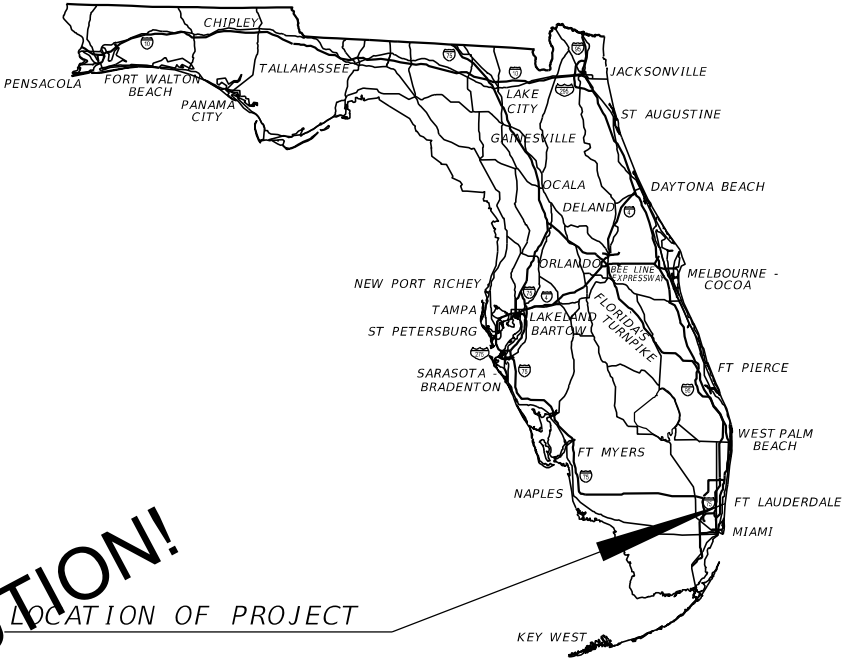
PROJECT LOCATION URL: <https://tinyurl.com/2d87dv78>

PROJECT LIMITS: BEGIN MP 6.434 - END MP 7.443

EXCEPTIONS: NONE

BRIDGE LIMITS: NONE

RAILROAD CROSSING: NONE



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ROADWAY PLANS
ENGINEER OF RECORD:

MICHELLE BRIOSO ROSSI, P.E.
P.E. LICENSE NUMBER 84564
BCC ENGINEERING, LLC.
4901 NW 17TH WAY, SUITE 506
FORT LAUDERDALE, FL 33309
CONTRACT NO.: CAE71
VENDOR NO.: F650540100001

FDOT PROJECT MANAGER:

KRIS MCKIRDY, P.E.

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2025-2026 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

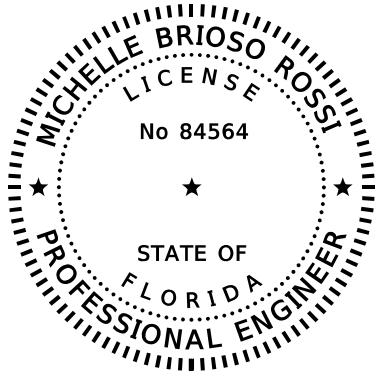
APPLICABLE IRs:

Standard Plans for Bridge Construction are included in the Structures Plans Component

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, January 2025-2026 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
	26	13 of 55



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED AND
THE SIGNATURE MUST BE VERIFIED ON
ANY ELECTRONIC COPIES.

BCC ENGINEERING, LLC.
4901 NW 17TH WAY, SUITE 506
FORT LAUDERDALE, FL 33309
MICHELLE BRIOSO ROSSI, P.E. NO. 84564

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

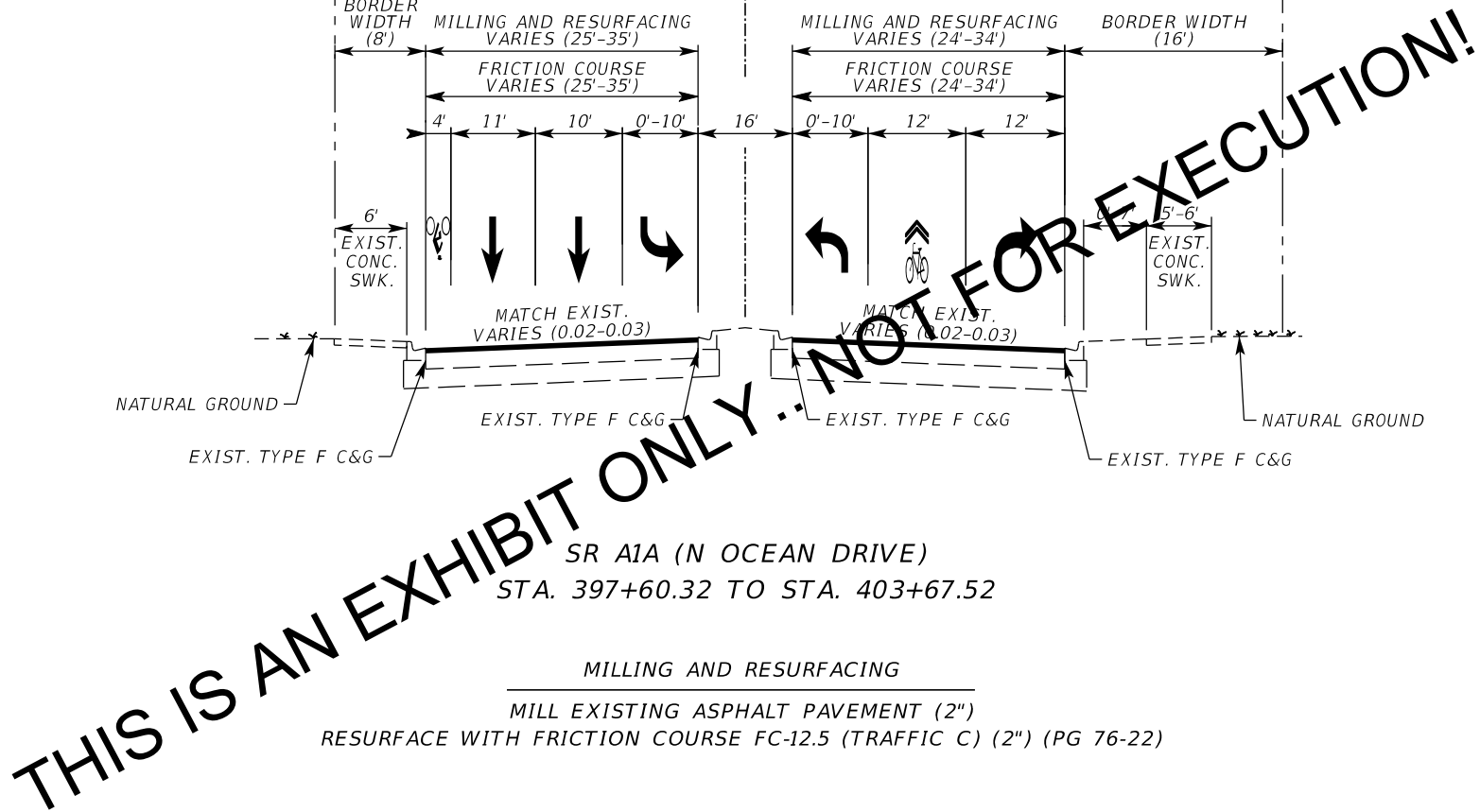
SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3 - 4	TYPICAL SECTIONS
5	MODEL MANAGEMENT
6 - 10	PROJECT CONTROL
11	GENERAL NOTES
12 - 21	ROADWAY PLAN
22	SPECIAL DETAILS
23 - 25	TEMPORARY TRAFFIC CONTROL PLANS
26 - 35	UTILITY ADJUSTMENTS

THIS IS AN EXHIBIT ONLY .. NOT FOR EXECUTION!

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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNATURE SHEET	SHEET NO.
DATE	DESCRIPTION		DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		2
					MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	A1A	BROWARD	448405-1-52-01	Page 14 of 55

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SR A1A (N OCEAN DRIVE)
STA. 397+60.32 TO STA. 403+67.52

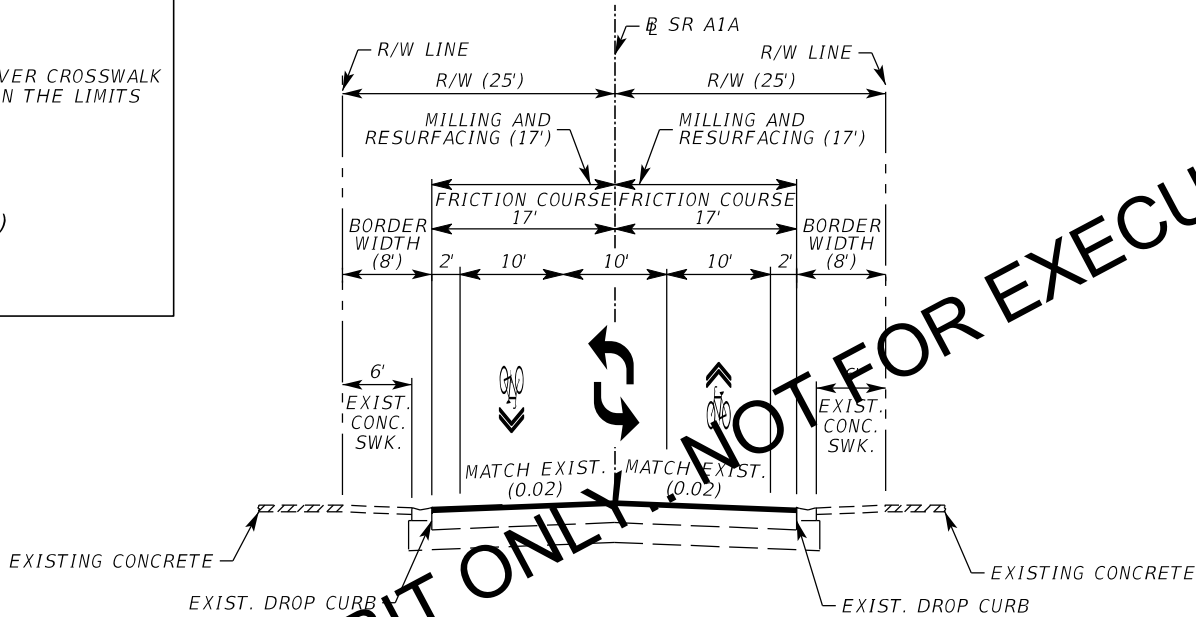
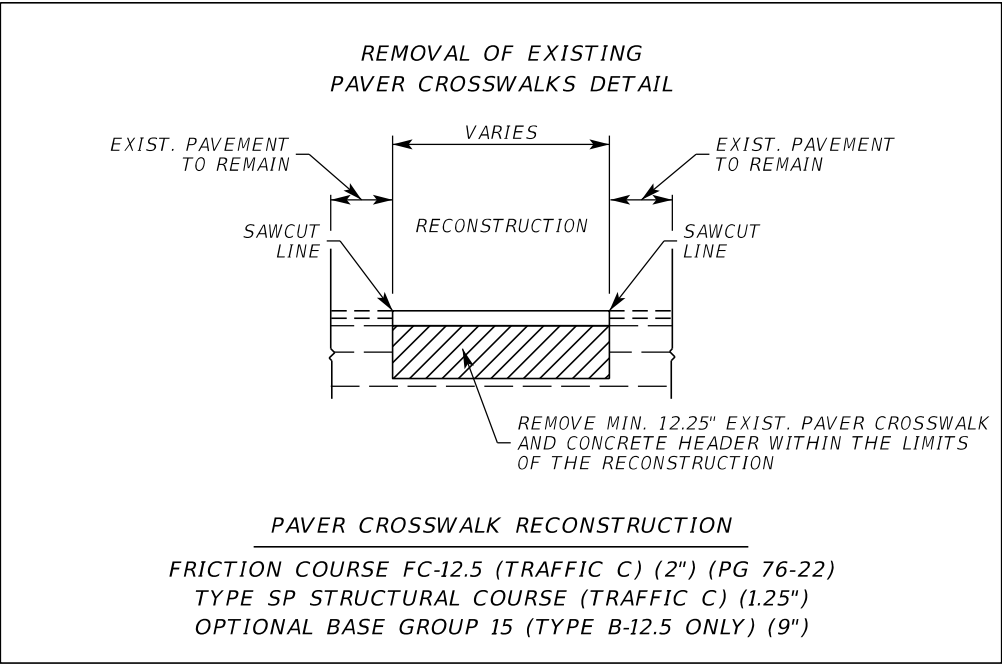
MILLING AND RESURFACING
MILL EXISTING ASPHALT PAVEMENT (2")
RESURFACE WITH FRICTION COURSE FC-12.5 (TRAFFIC C) (2") (PG 76-22)

TRAFFIC DATA

CURRENT YEAR = 2022 AADT = 20100
ESTIMATED OPENING YEAR = 2026 AADT = 21000
ESTIMATED DESIGN YEAR = 2046 AADT = 23000
K = 9.0% D = 54.5% T = 5.4% (24 HOUR)
DESIGN HOUR T = 2.7%
DESIGN SPEED = 30 MPH
CONTEXT CLASSIFICATION = C4

REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TYPICAL SECTION	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						A1A	BROWARD	448405-1-52-01		

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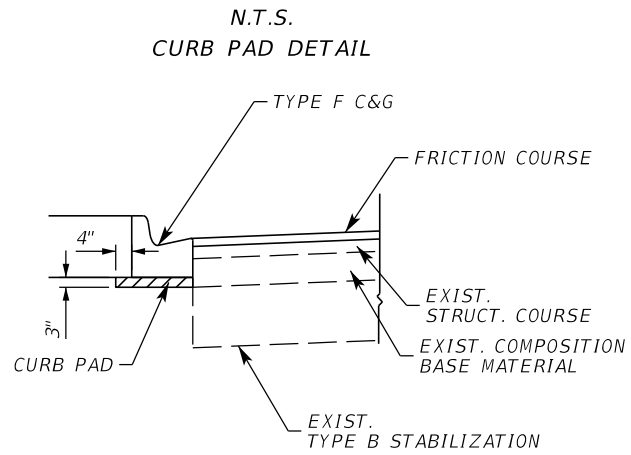


SR A1A (N OCEAN DRIVE)
STA. 403+67.52 TO STA. 450+87.84

MILLING AND RESURFACING
MILL EXISTING ASPHALT PAVEMENT (2")
RESURFACE WITH FRICTION COURSE FC-12.5 (TRAFFIC C) (2") (PG 76-22)

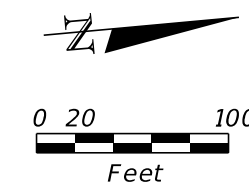
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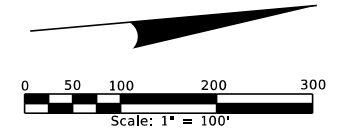
REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
						A1A	BROWARD	448405-1-52-01	

TYPICAL SECTION

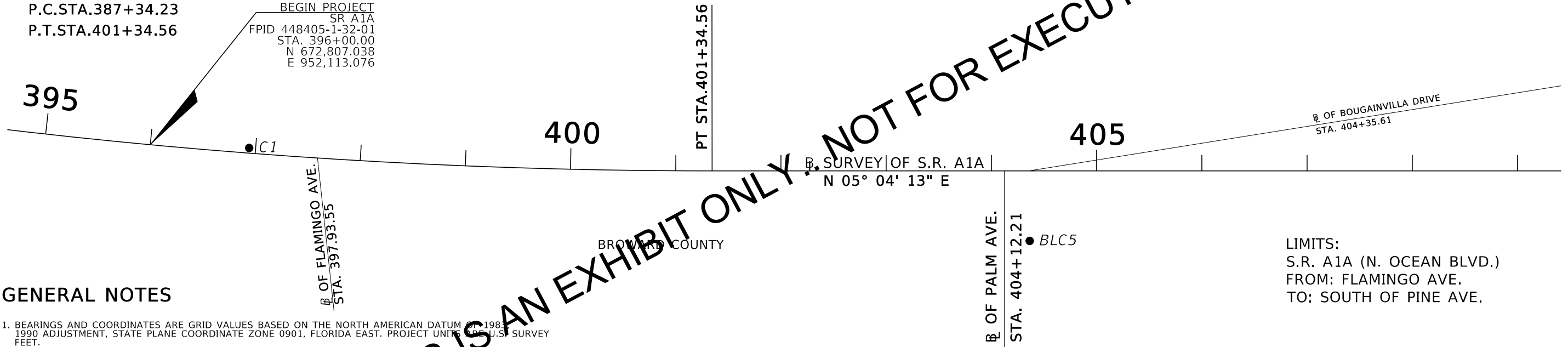


TRAVERSING THROUGH SECTION 18 & SECTION 19,
TOWNSHIP 49S, RANGE 43E

B	=	BASELINE	N.T.S.	=	NOT TO SCALE
CCR	=	CERTIFIED CORNER RECORD	NL&TT	=	NAIL AND TIN TAB
CMON	=	CONCRETE MONUMENT	PG.	=	PAGE
CONC.	=	CONCRETE	PK	=	PARKER KALON SURVEYOR'S NAIL
COR.	=	CORNER			NAIL HEAD STAMPED "PK"
D	=	DEGREE	PSM	=	PROFESSIONAL SURVEYOR AND MAPPER
EXIST.	=	EXISTING	(P)	=	PLAT
Δ	=	CURVE DELTA ANGLE	P.B.	=	PLAT BOOK
FND.	=	FOUND	PC	=	POINT OF CURVE
F.P.	=	FINANCIAL PROJECT	PI	=	POINT OF INTERSECTION
ID	=	IDENTIFICATION	PT	=	POINT OF TANGENCY
I.P.	=	IRON PIPE	R	=	RADIUS
I.P.&C.	=	IRON PIPE AND CAP	RGE.	=	RANGE
I.R.	=	IRON ROD	R/W	=	RIGHT OF WAY
I.R.&C.	=	IRON ROD AND CAP	SEC.	=	SECTION
L	=	LENGTH OF CURVE	S.R.	=	STATE ROAD
LB	=	LICENSED BUSINESS	SRD	=	STATE ROAD DEPARTMENT
L/A	=	LIMITED ACCESS	STA.	=	STATION NUMBER
LT.	=	LEFT	T	=	TANGENT
MAG	=	SURVEY NAIL WITH "MAG"	TWP.	=	TOWNSHIP
		STAMPED INTO NAIL HEAD	" "	=	TEXT ENCLOSED IN QUOTATION MARKS
MP	=	MILE POST			IS THE STAMPING ON FOUND CAP OR DISK
NO.	=	NUMBER	•	=	TYPICAL SYMBOL USED FOR ALL TYPES OF
N/A	=	NOT APPLICABLE			STATION FOUND MONUMENTATION
NL	=	NAIL			
NL&D	=	NAIL & DISK			



BEGIN PROJECT
SR A1A
FPID 448405-1-32-01
STA. 396+00.00
N 672,807.038
E 952,113.076



1. BEARINGS AND COORDINATES ARE GRID VALUES BASED ON THE NORTH AMERICAN DATUM OF 1983. 1990 ADJUSTMENT, STATE PLANE COORDINATE ZONE 0901, FLORIDA EAST. PROJECT UNITS ARE U.S. SURVEY FEET.
2. ELEVATIONS HEREIN ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM (NAVD.83) 1988.
3. THIS BASELINE SHOWN HEREON IS A GRAPHIC REPRESENTATION BASED ON FOUND RIGHT OF WAY MONUMENTATION RELATED TO THE REFERENCED RIGHT OF WAY MAPS AND DOCUMENTS. THE BASELINE OF SURVEY WAS NOT FIELD LOCATED OR PHYSICALLY STAKED IN THE FIELD.
4. DRMP, INC. SET AND ESTABLISHED ADDITIONAL HORIZONTAL AND VERTICAL PROJECT SURVEY CONTROL AS PART OF THIS PROJECT. HORIZONTAL VALUES WERE ESTABLISHED VIA MULTIPLE INDEPENDENT KINEMATIC GNSS OBSERVATIONS, AND VERTICAL VALUES WERE ESTABLISHED VIA DIFFERENTIAL LEVELING TECHNIQUES.
5. ALL STATION AND OFFSETS ARE REFERENCED TO THE S.R. A1A BASELINE OF SURVEY.
6. ALL DISTANCES, ANGLES, BEARINGS, STATIONS, OFFSETS, AND COORDINATES ARE CALCULATED UNLESS OTHERWISE NOTED.
7. THE OFFICIAL RECORD OF THIS PROJECT SURVEY CONTROL IS THE DIGITALLY SIGNED AND SEALED SURVEYOR'S REPORT FOR FINANCIAL PROJECT IDENTIFICATION NUMBER 448405-1-32-01, AS SUBMITTED TO THE TURNPIKE SURVEYOR AND MAINTAINED AT FLORIDA'S TURNPIKE ENTERPRISE HEADQUARTERS.
8. PROJECT GEOPAK DATABASE: job01.gpk
9. FIELD WORK WAS PERFORMED TO VERIFY INFORMATION ON THIS DRAWING. RIGHT OF WAY LINES, SECTION LINES, ALIGNMENTS AND SUBDIVISIONS ARE BASED ON FOUND MONUMENTATION. AREAS WHERE THERE WAS NO FOUND MONUMENTATION ARE AN APPROXIMATE GRAPHIC REPRESENTATION BASED UPON THE BEST AVAILABLE INFORMATION INCLUDING CALCULATIONS, GIS SHAPE FILES, AERIAL IMAGES AND EXISTING MAPS.
10. THE BASELINE WAS NOT PHYSICALLY STAKED IN THE FIELD.
11. THE OFFICIAL RECORDS OF THESE SHEETS IS THE SURVEYOR'S REPORT DATED 12/12/2022 BY JOHN M. FLOYD, PSM.

I HEREBY CERTIFY TO THE DEPARTMENT OF TRANSPORTATION, DISTRICT 4,
THAT THIS SPECIFIC PURPOSE SURVEY WAS MADE FOR THE PURPOSE OF
SURVEYING, REFERENCING, DESCRIBING AND MAPPING THE PROJECT NETWORK
CONTROL FOR THE TRANSPORTATION FACILITY DEPICTED HEREON AND THAT SAID
SURVEY WAS DONE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS
OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND
MAPPERS IN CHAPTER 51-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027
FLORIDA STATUTES. THIS MAP CONSISTING OF SHEETS CTL-1 THROUGH CTL-3, IS A TRUE
ACCURATE AND COMPLETE DEPICTION OF THE RESULTS OF A FIELD SURVEY PERFORMED
UNDER MY DIRECTION AND COMPLETED ON 03 MARCH 2023.
THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

A circular seal with a double-lined border. The text "JOHN M. FLOYD" is at the top, "License Number 7098" is below it, and "STATE OF FLORIDA" is at the bottom. The words "Professional Surveyor and Mapper" are written along the inner curve of the bottom half of the seal.

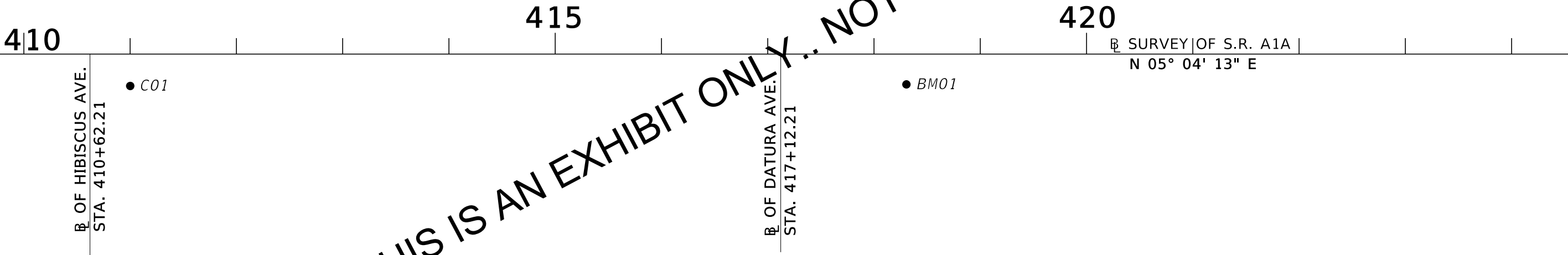
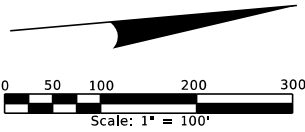
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
A1A	BROWARD	448405-1-52-01

Page 18 of 55

REVISIONS				ENGINEER OF RECORD
DATE	DESCRIPTION	DATE	DESCRIPTION	
				MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309

PROJECT CONTROL POINTS

TRAVERSING THROUGH SECTION 18,
TOWNSHIP 49S, RANGE 43E



BROWARD COUNTY

SEE SHEET 1 FOR GENERAL NOTES AND LEGEND

LIMITS:
S.R. A1A (N. OCEAN BLVD.)
FROM: FLAMINGO AVE.
TO: SOUTH OF PINE AVE.

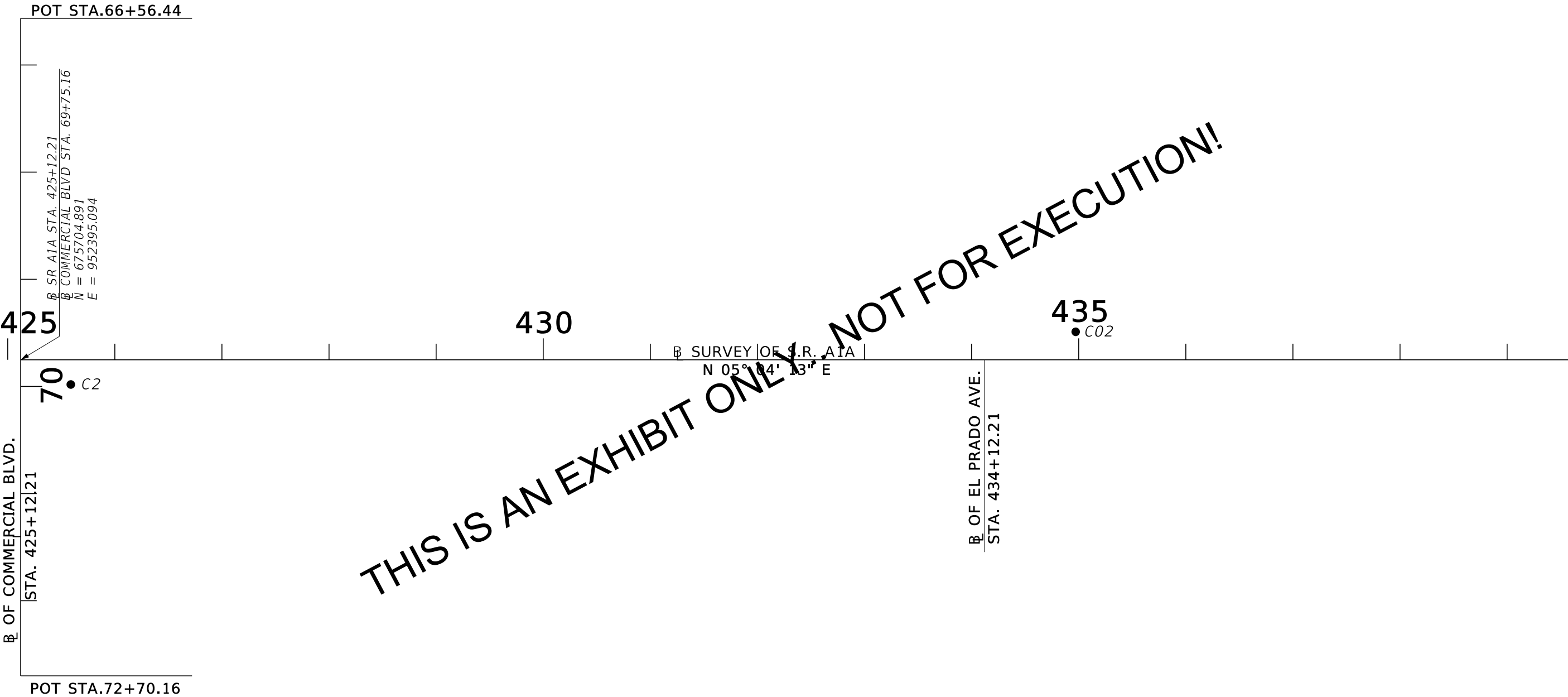
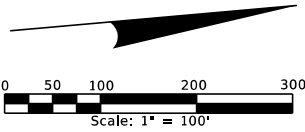
REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PROJECT CONTROL	SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		7	55
						A1A	BROWARD	448405-1-52-01			

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

PROJECT CONTROL POINTS

TRAVERSING THROUGH SECTION 18,
TOWNSHIP 49S, RANGE 43E



BROWARD COUNTY

SEE SHEET 1 FOR GENERAL NOTES AND LEGEND

LIMITS:
S.R. A1A (N. OCEAN BLVD.)
FROM: FLAMINGO AVE.
TO: SOUTH OF PINE AVE.

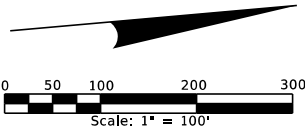
REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PROJECT CONTROL	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		8 Page 20 of 55
					A1A	BROWARD	448405-1-52-01		

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PROJECT CONTROL POINTS

TRAVERSING THROUGH SECTION 18 & SECTION 7
TOWNSHIP 49S, RANGE 43E



440

• BM02

445

• SURVEY OF S.R. A1A
N 05° 04' 13" E

450

• BLC1

• C3

END PROJECT
SR A1A
FPID 448405-1-32-01
STA. 454+00.00
N 678,581.398
E 952,650.151

N 05° 01' 34" E

PI STA. 451+92.05
N= 678374.246
E= 952631.932

B. OF PINE AVE.
STA. 451+72.70

B. OF WASHINGTON AVE.

STA. 449+62.21

THIS IS AN EXHIBIT ONLY.. NOT FOR EXECUTION!

BROWARD COUNTY

SEE SHEET 1 FOR GENERAL NOTES AND LEGEND

LIMITS:
S.R. A1A (N. OCEAN BLVD.)
FROM: FLAMINGO AVE.
TO: SOUTH OF PINE AVE.

REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PROJECT CONTROL	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						A1A	BROWARD	448405-1-52-01		

PROJECT CONTROL POINTS

TRAVERSING THROUGH SECTION 18
TOWNSHIP 49S, RANGE 43E

PRIMARY NETWORK CONTROL									
STAMPING ID	NORTHING (Y)	EASTING (X)	SCALE FACTOR	LATITUDE	LONGITUDE	C STATION	OFFSET	ELEVATION (Z)	DESCRIPTION
BLC01	678393.540	952597.670	1.00004193	26°11'49.8810"	80°05'45.5790"	452+08.27	-35.82	8.71	FOUND CONCRETE MONUMENT WITH ALUMINUM DISC STAMPED "A1A 86-18-C1"
BLC05	673631.310	952277.880	1.00004172	26°11'02.7406"	80°05'49.4531"	404+36.38	66.50	9.07	FOUND CONCRETE MONUMENT WITH ALUMINUM DISC STAMPED "A1A 86-18-C5"
C1	672900.281	952124.337	1.00004161	26°10'55.5114"	80°05'51.1942"	396+93.83	-5.00	11.27	FOUND CONCRETE MONUMENT IN CURB WITH BRASS DISK STAMPED "A1A-86-17-C01"
C2	675749.393	952422.179	1.00004181	26°11'23.7069"	80°05'47.7075"	425+58.93	23.05	9.77	FOUND CONCRETE MONUMENT IN CURB WITH BRASS DISK STAMPED "A1A-86-17-C02"
C3	678446.754	952612.273	1.00004194	26°11'50.4070"	80°05'45.4146"	452+62.56	-25.94	8.94	FOUND CONCRETE MONUMENT IN CURB WITH BRASS DISK STAMPED "A1A-86-17-C03"
BM01	675023.331	952363.276	1.00004177	26°11'16.5205"	80°05'48.4095"	418+30.50	28.54	9.32	SET CONCRETE MONUMENT WITH BRASS DISK STAMPED "A1A-86-22-BM01"
BM02	677421.752	952520.512	1.00004188	26°11'40.2623"	80°05'46.5002"	442+33.43	-26.81	8.90	SET CONCRETE MONUMENT WITH BRASS DISK STAMPED "A1A-86-22-BM02"
C01	674295.649	952300.208	1.00004173	26°11'09.3183"	80°05'49.1573"	411+00.09	30.03	8.86	SET CONCRETE MONUMENT WITH BRASS DISK STAMPED "A1A-86-22-C01"
C02	676688.371	952456.079	1.00004184	26°11'33.0037"	80°05'47.2636"	434+97.23	-26.17	10.37	SET CONCRETE MONUMENT WITH BRASS DISK STAMPED "A1A-86-22-C02"

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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PROJECT CONTROL	SHEET NO.	
DATE	DESCRIPTION		DATE	DESCRIPTION		ROAD NO.	COUNTY		FINANCIAL PROJECT ID	10 Page 22 of 55
						A1A	BROWARD		448405-1-52-01	
				MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309						

MICHELLE BRIOSO ROSSI, P.E.
LICENSE NUMBER 84564
BCC ENGINEERING, LLC.
4901 NW 17TH WAY, SUITE 506
FORT LAUDERDALE, FL 33309

GENERAL NOTES

1. ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS:

MATT FLOYD, P.S.M.
P.S.M. NO.: 7098
DRMP, INC.
6853 SW 18TH STREET, SUITE 310
BOCA RATON, FL, 33433-7056

2. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED Vv, Vh AND Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED/

3. UTILITY/AGENCY OWNERS FOR THIS PROJECT INCLUDE:

COMPANY	CONTACT	TELEPHONE NUMBERS
AT&T FLORIDA	HENRY URENA	(954) 260-0615
BROWARD COUNTY WWS	GEORGE SERBANESCU	(954) 831-0891
CITY OF FT. LAUDERDALE	GARY FOSTER	(954) 828-6998
CITY OF POMPANO BEACH	NATHANIEL WATSON	(954) 786-5508
COMCAST	JUSTIN CASSELL	(786) 427-4049
FP&L-DISTRIBUTION	AKRUM JOMAA	(954) 321-2067
FP&L-TRANSMISSION	GRETCHEN DILLMAN	(561) 904-3707
HOTWIRE COMMUNICATIONS	WALTER SANCHO-DAVILA	(954) 248-7396
TECO PEOPLE'S GAS	MAX CHAMORRO	(954) 453-0812
VERIZON/MCI	JOHN HANSON	(214) 412-7878

4. BC TRANSIT NOTES:

- MAINTAIN PASSENGER ACCESS TO AND FROM BUS STOPS DURING CONSTRUCTION.
 - IN THE EVENT THAT THE PROJECT IS TO IMPACT ANY BUS STOP, COORDINATE THE TEMPORARY RELOCATION OF THE BUS STOP OR BUS STOPS WITH KURT PETGRAVE AT 954-357-6793, KPETGRAVE@BROWARD.ORG AT LEAST 2 WEEKS BEFORE THE START OF CONSTRUCTION.
 - EXISTING BUS SHELTER, BUS STOP SIGN AND SIGN POST, BIKE RACK AND AMENITIES SHALL BE PROTECTED FROM BEING DAMAGED DURING CONSTRUCTION AND REINSTATED IN ORIGINAL CONDITION, ANY DAMAGE AT CONTRACTOR'S EXPENSE.
5. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT MILLED MATERIAL FROM ENTERING THE DRAINAGE SYSTEM. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING INLETS CLEAN OF PAVING MATERIAL, SILT, LIMEROCK, AND DEBRIS DURING THE CONSTRUCTION AT NO ADDITIONAL COST.
6. CONTRACTOR TO PROVIDE TREE PROTECTION AT LOCATIONS WHERE EXISTING TREES AND/OR BUSHES ARE AFFECTED DURING CONSTRUCTION.
7. REQUEST THAT THE ENGINEER COORDINATE DISPOSITION OF ANY REMOVED PAVERS NOT NECESSARY FOR THE COMPLETION OF THE WORK, AND BE PREPARED TO RETURN UNUSED PAVERS TO PROPERTY OWNER(S). DISPOSE OF ANY PAVERS THE ENGINEER INFORMS A UNWANTED BY THE PROPERTY OWNER(S).
8. FOR PATTERNED PAVEMENT, REQUEST THAT THE ENGINEER COORDINATE WITH LAUDERDALE BY THE SEA DEPUTY TOWN MANAGER KEN RUBACH (KENRUBACH@LFDERDALEBYTHESEA-FL.GOV) FOR APPROVAL.

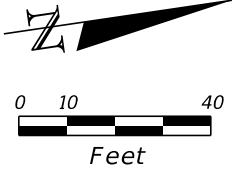
CONSTRUCTABILITY SUBMITTAL NOTES FOR REVIEWER

1. A RRR REPORT HAS BEEN PREPARED AND IS INCLUDED IN THIS SUBMITTAL.
2. DESIGN VARIATIONS ARE BEING PROCESSED FOR:
- BICYCLE FACILITIES
3. PEDESTRIAN DETOURS WILL BE INCLUDED IN THE BIDDABILITY SUBMITTAL.

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		11 Page 23 of 55
					A1A	BROWARD	448405-1-52-01		

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D = 01°00'00"
T = 703.67
L = 1,400.33
R = 5,729.58
PC STA. = 387+34.23
PT STA. = 401+34.56
e =



BEGIN PROJECT
BEGIN CONSTRUCTION
(FPID: 448405-1-52-01)
BEGIN MILLING & RESURFACING
STA. 397+60.32 @ SR A1A

LEGEND

- MILLING & RESURFACING
- 4" CONCRETE SIDEWALK
- 6" CONCRETE SIDEWALK
- DETECTABLE WARNINGS
- DRIVEWAY RECONSTRUCTION (6" CONCRETE)
- SOD
- FDOT MAINTENANCE MAP

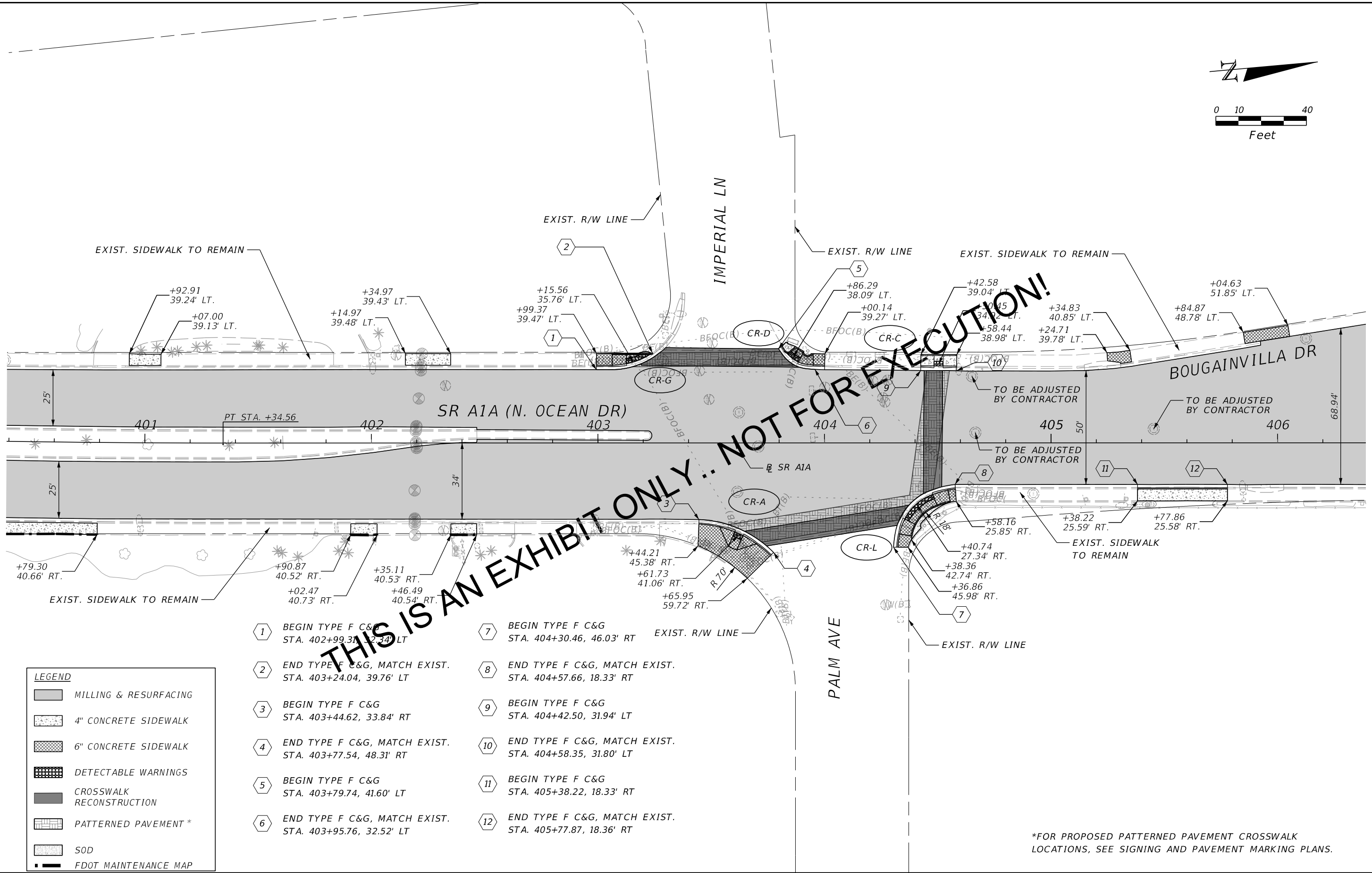
- | | |
|--|---|
| 1 BEGIN TYPE F C&G
STA. 397+52.05, 33.60' RT | 6 BEGIN TYPE F C&G
STA. 398+55.28, 51.34' LT |
| 2 END TYPE F C&G, MATCH EXIST.
STA. 398+12.86, 33.58' RT | 7 END TYPE F C&G, MATCH EXIST.
STA. 398+91.04, 50.94' LT |
| 3 BEGIN TYPE F C&G TO DROP CURB
STA. 398+15.87, 58.25' LT | 8 BEGIN TYPE F C&G
STA. 399+07.20, 61.48' LT |
| 4 BEGIN DROP CURB
STA. 398+21.71, 62.37' LT | 9 END TYPE F C&G, MATCH EXIST.
STA. 399+30.09, 31.38' LT |
| 5 END DROP CURB, MATCH EXIST.
STA. 398+32.24, 66.07' LT | |

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLANS (01)	SHEET NO. 12 Page 24 of 55
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					A1A	BROWARD	448405-1-52-01		

MICHELLE BRIOSO ROSSI, P.E.
LICENSE NUMBER 84564
BCC ENGINEERING, LLC.
4901 NW 17TH WAY, SUITE 506
FORT LAUDERDALE, FL 33309

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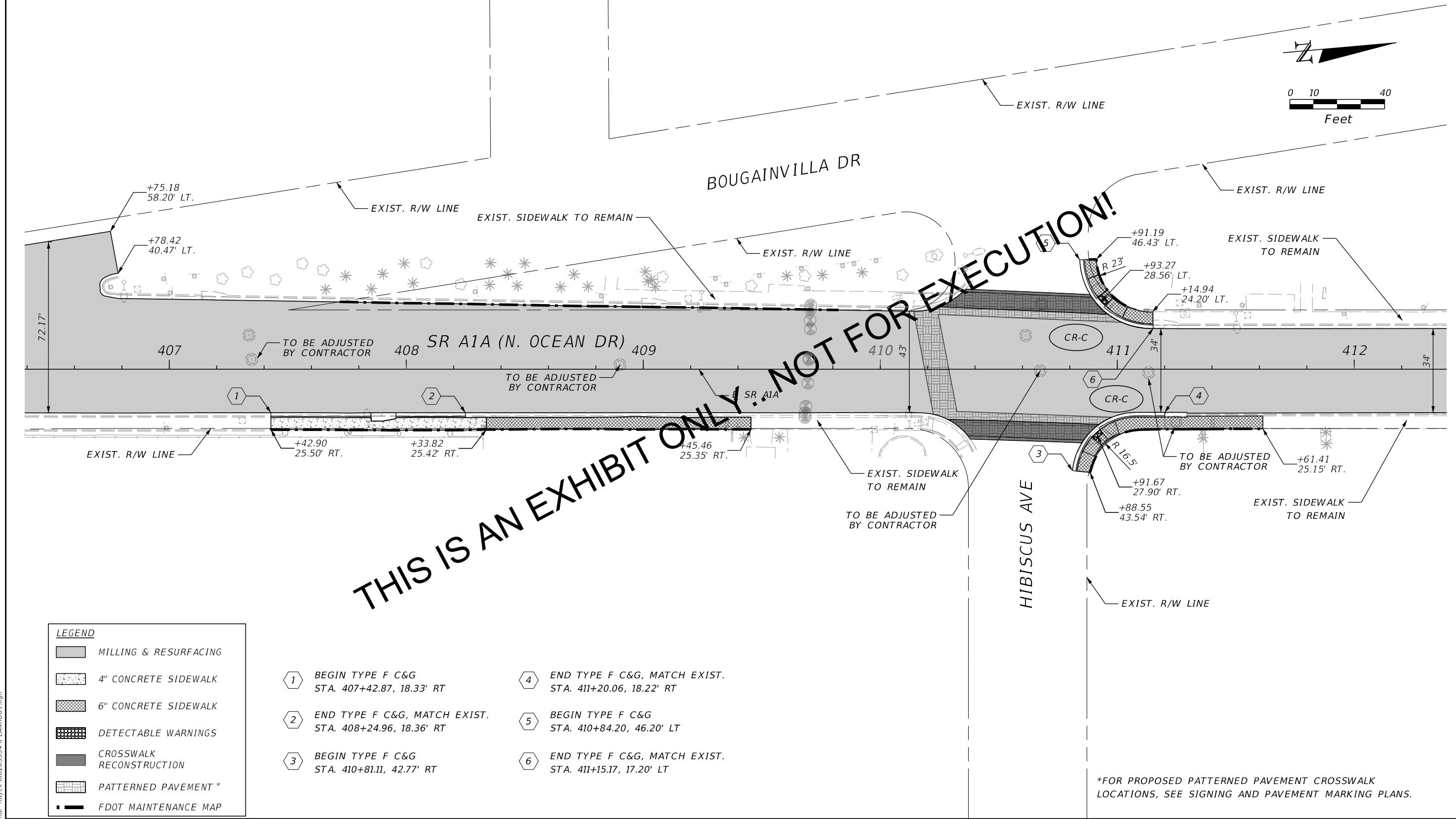


REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLANS (02)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		13
					A1A	BROWARD	448405-1-52-01		

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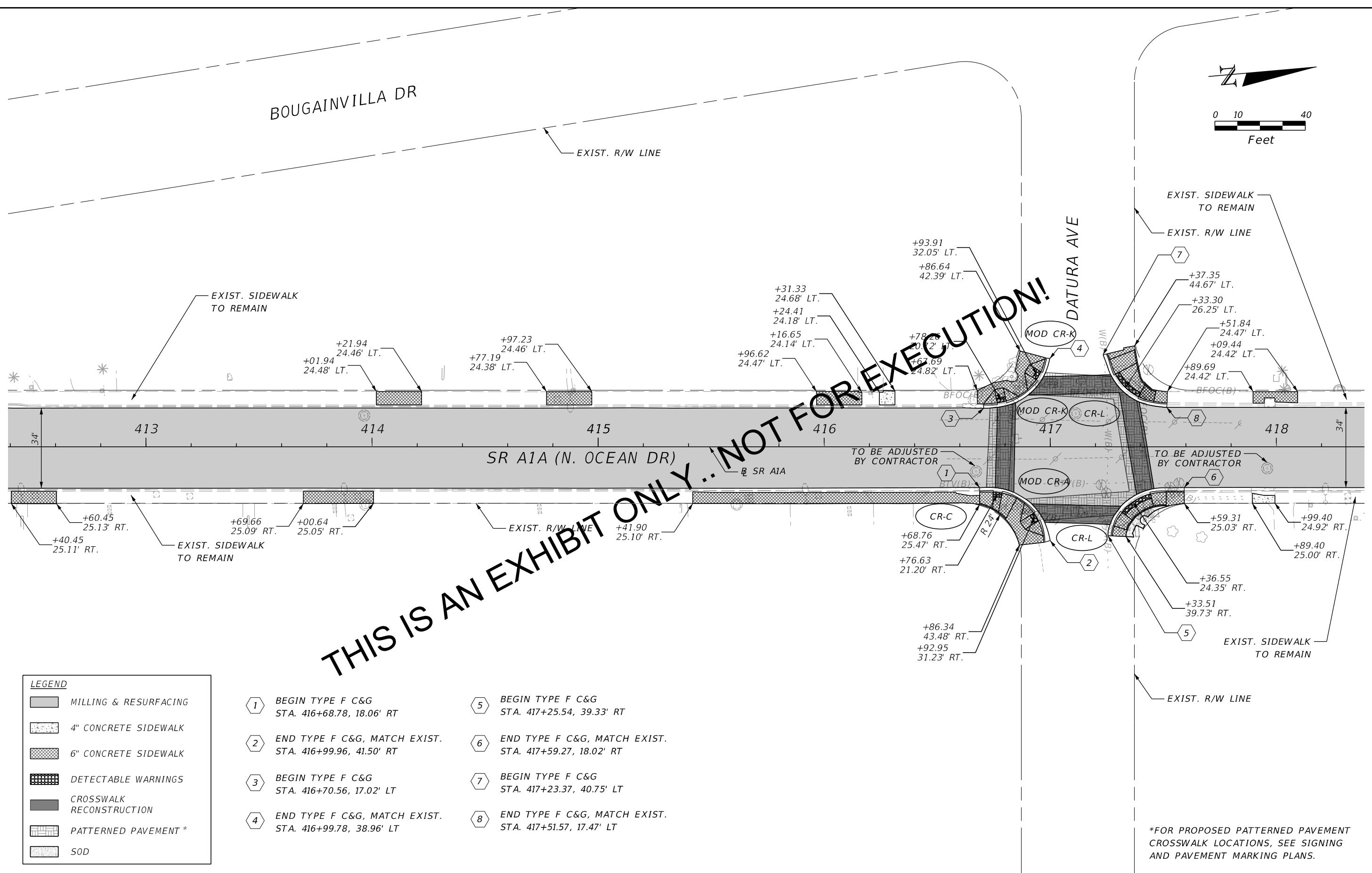
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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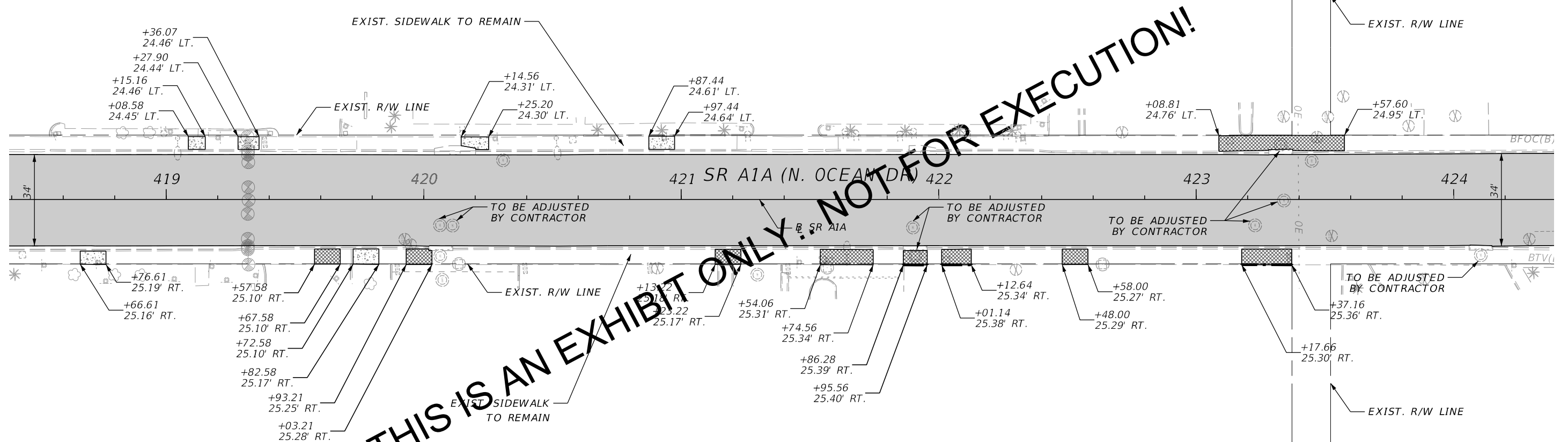


REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLANS (03)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					A1A	BROWARD	448405-1-52-01		14 Page 26 of 55

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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLANS (04)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					A1A	BROWARD	448405-1-52-01		15 Page 27 of 55

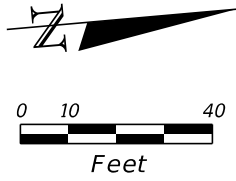
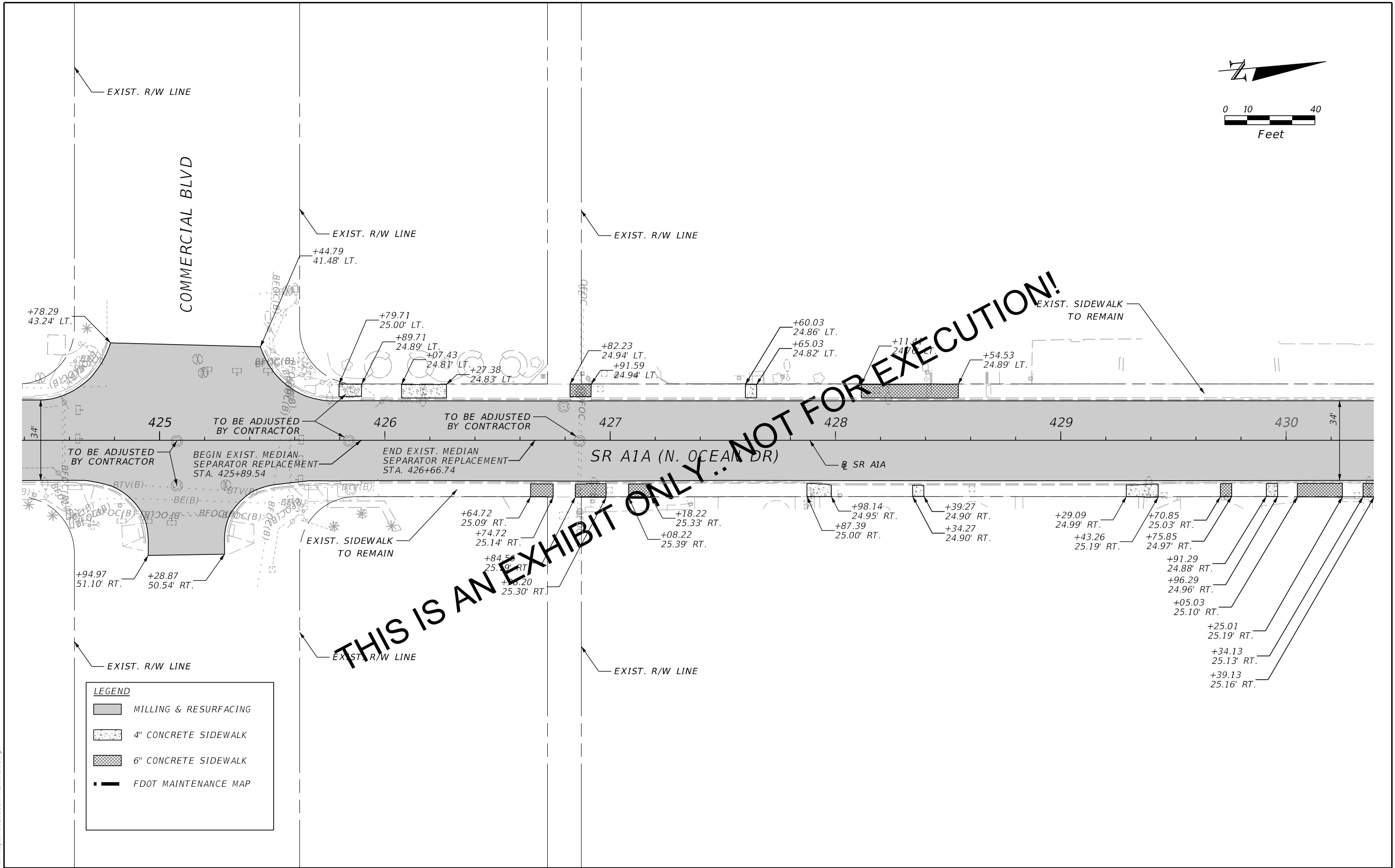


LEGEND

	MILLING & RESURFACING
	4" CONCRETE SIDEWALK
	6" CONCRETE SIDEWALK
■ 	FDOT MAINTENANCE MAP

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLANS (05)	SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309			ROAD NO.			COUNTY
							A1A		BROWARD	448405-1-52-01
										16 Page 28 of 55

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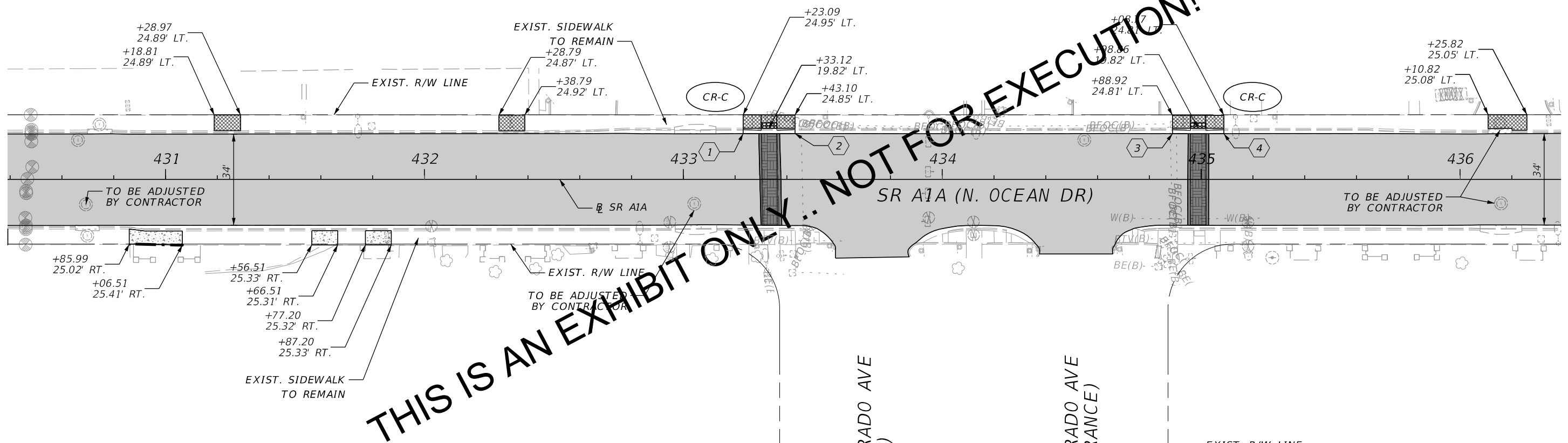
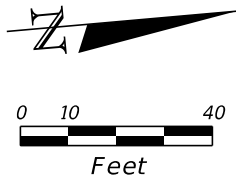


LEGEND

- MILLING & RESURFACING
- 4" CONCRETE SIDEWALK
- 6" CONCRETE SIDEWALK
- FDOT MAINTENANCE MAP

REVISIONS				ENGINEER OF RECORD			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLANS (06)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309			ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
							A1A	BROWARD	448405-1-52-01		

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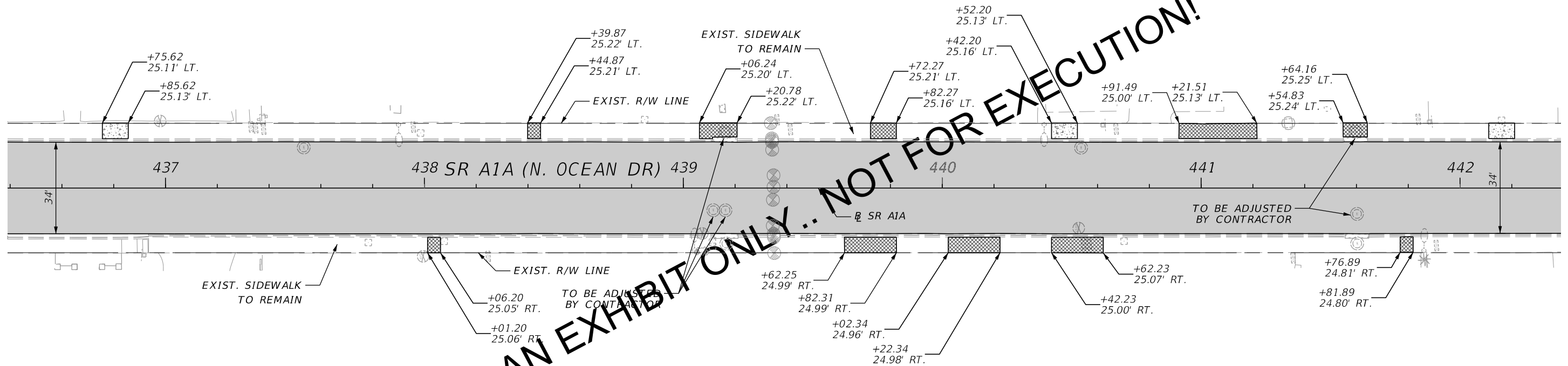
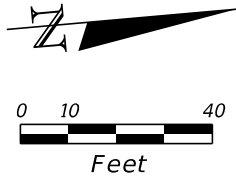
LEGEND

- MILLING & RESURFACING
- 4" CONCRETE SIDEWALK
- 6" CONCRETE SIDEWALK
- DETECTABLE WARNINGS
- CROSSWALK RECONSTRUCTION
- PATTERNED PAVEMENT *
- FDOT MAINTENANCE MAP

- 1 BEGIN TYPE F C&G STA. 443+23.10, 17.71' LT
- 2 END TYPE F C&G, MATCH EXIST. STA. 433+43.13, 17.75' LT
- 3 BEGIN TYPE F C&G STA. 434+88.93, 17.70' LT
- 4 END TYPE F C&G, MATCH EXIST. STA. 435+08.78, 17.70' LT

*FOR PROPOSED PATTERNED PAVEMENT CROSSWALK LOCATIONS, SEE SIGNING AND PAVEMENT MARKING PLANS.

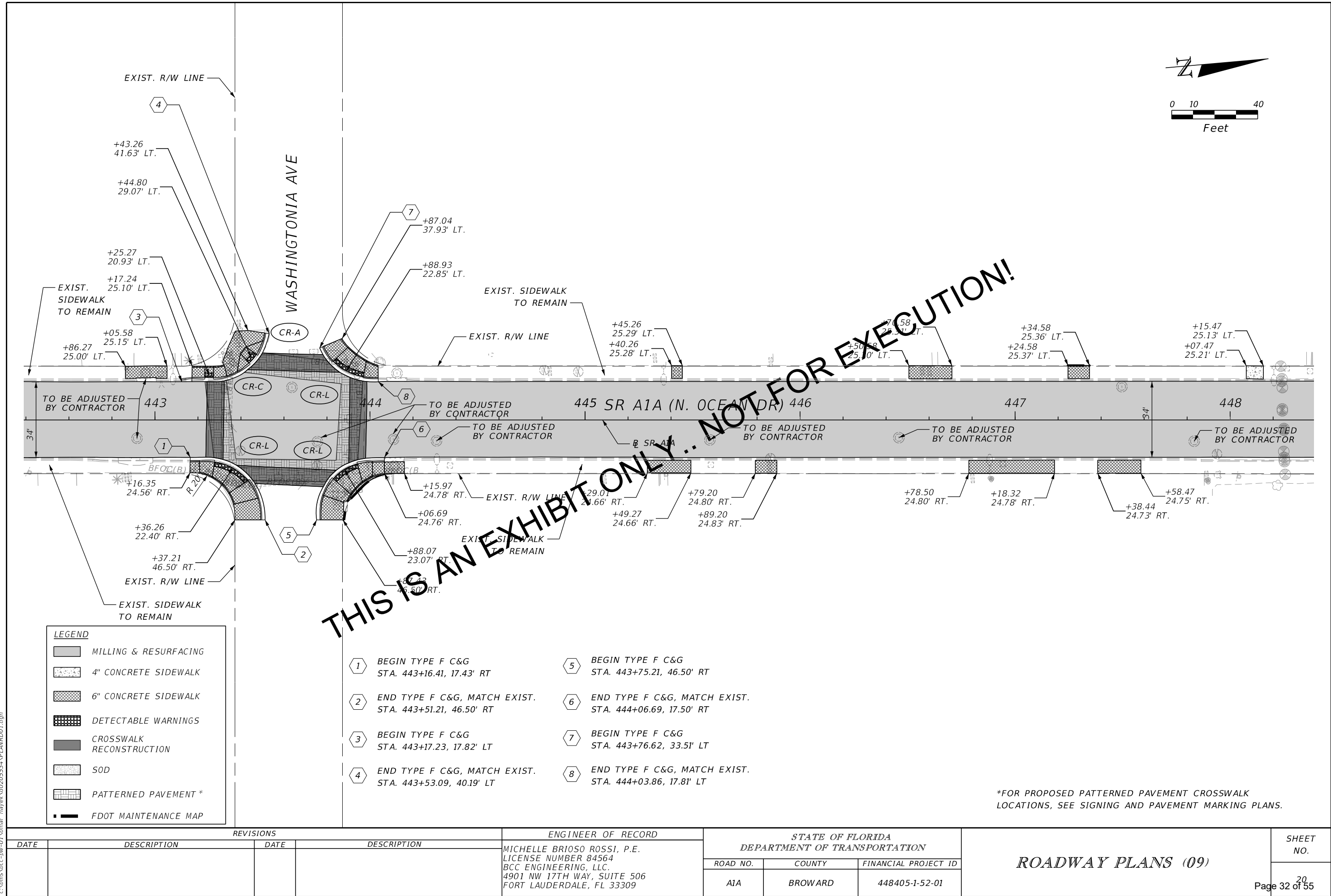
REVISIONS				ENGINEER OF RECORD			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLANS (07)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309			ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
							A1A	BROWARD	448405-1-52-01		



LEGEND	
	MILLING & RESURFACING
	4" CONCRETE SIDEWALK
	6" CONCRETE SIDEWALK

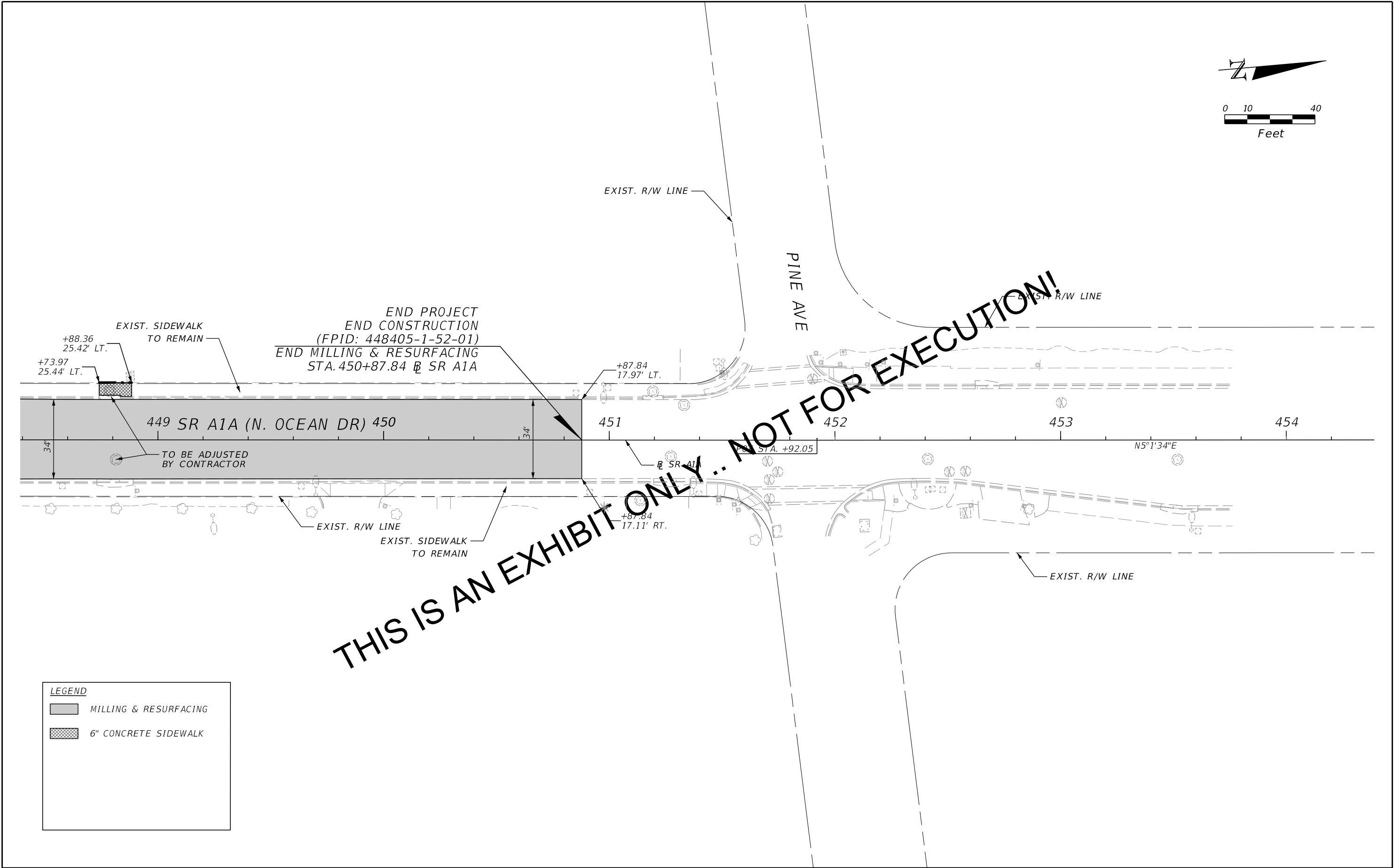
REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLANS (08)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					A1A	BROWARD	448405-1-52-01		19 Page 31 of 55

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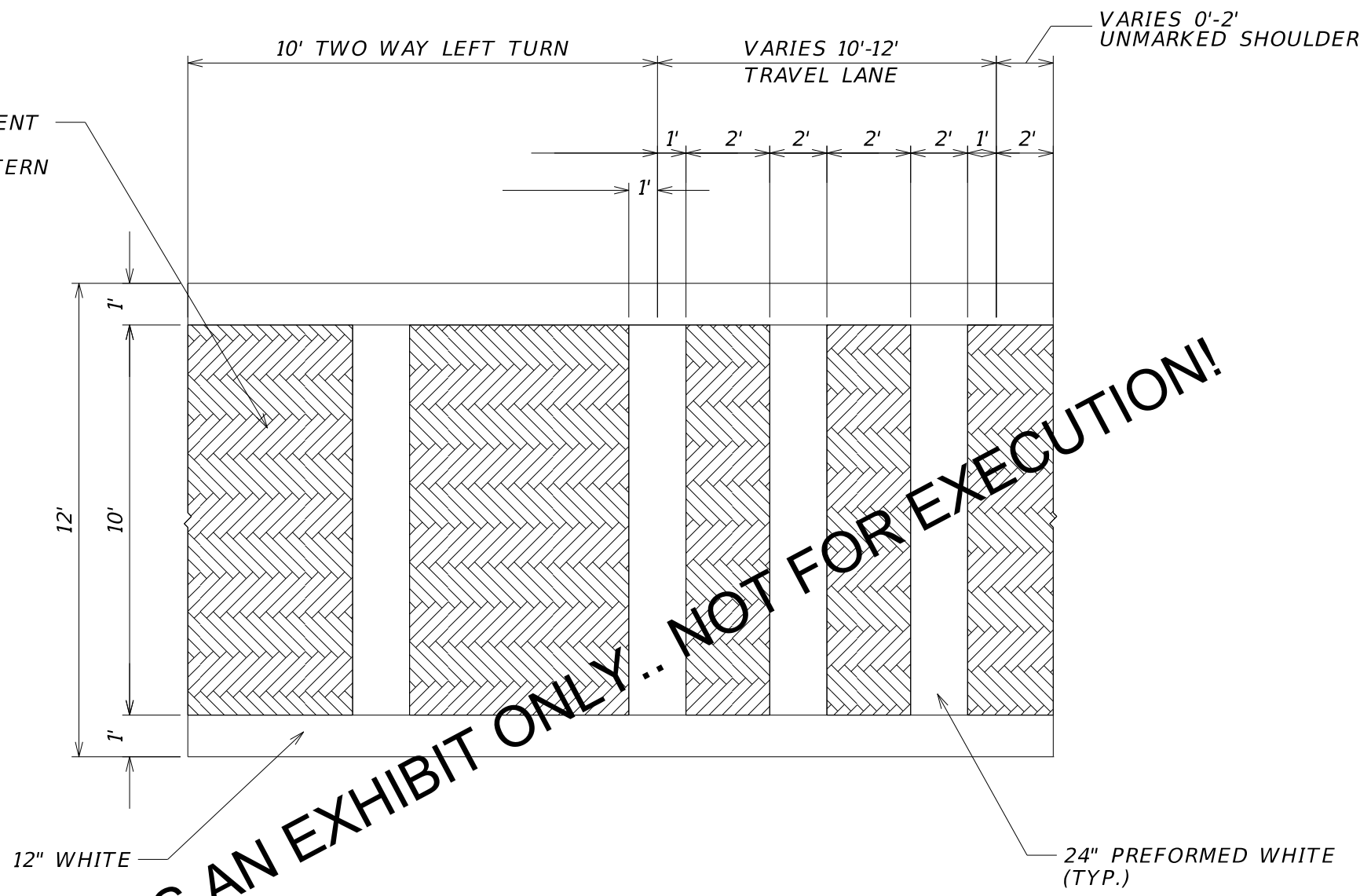
LEGEND

	MILLING & RESURFACING
	6" CONCRETE SIDEWALK

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLANS (10)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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PATTERNED PAVEMENT
TAN COLOR
HERRINGBONE PATTERN



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SPECIAL EMPHASIS CROSSWALK WITH PATTERNED PAVEMENT
PLAN VIEW

NOTE: PROVIDE A PATTERNED PAVEMENT COLOR SAMPLE
TO THE ENGINEER FOR APPROVAL PRIOR TO FURNISHING
AND INSTALLING. REQUEST THAT THE ENGINEER COORDINATE
WITH THE TOWN OF LAUDERDALE BY THE SEA FOR APPROVAL.
SEE GENERAL NOTES FOR CONTACT INFORMATION.

NOT DRAWN TO SCALE

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REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
						A1A	BROWARD	448405-1-52-01	

SPECIAL DETAILS

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

TEMPORARY TRAFFIC CONTROL PLAN NOTES

1. NOTIFY BROWARD COUNTY TRAFFIC DIVISION LOCATED AT 2300 W. COMMERCIAL BLVD, FORT LAUDERDALE, FL 33309 AND PHONE NO. (954) 847-2600, 72 HOURS PRIOR TO ANY MODIFICATION OF AN EXISTING TRAFFIC SIGNAL SYSTEM.
2. LANE CLOSURES ARE ONLY ALLOWED DURING NON-PEAK ON NON-EVENT DAYS/NIGHTS/WEEKENDS AND DURING THE FOLLOWING TIME PERIODS WHILE WORK IS BEING PERFORMED:
9:00 PM TO 7:00 AM - WEEKDAYS AND WEEKENDS
3. TRAFFIC CONTROL PLANS FOR ALL PHASES ARE DESIGNED FOR NON-PEAK HOURS ONLY.
4. REGULATORY SPEED ESTABLISHED WITHIN WORKZONE TRAVEL WAYS SHALL BE 30 MPH.
5. SR A1A IS LOCATED WEST OF SEA TURTLE NESTING BEACHES. THERE ARE SEVERAL DOCUMENTED SITES OF LOGGERHEAD AND GREEN SEA TURTLE (CHELONIA MYDAS) STRANDINGS WITHIN 500-FT OF THE PROJECT. THE CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO FOLLOW THE FDOT CONTRACTOR REQUIREMENTS FOR UNEXPECTED INTERACTION WITH CERTAIN PROTECTED SPECIES DURING WORK ACTIVITIES AND THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (SECTION 7-1.4). IF CONSTRUCTION IS TO OCCUR DURING NIGHT HOURS, THE CONTRACTORS WILL BE REQUIRED TO FOLLOW THE FDOT STANDARD SPECIFICATIONS FOR NIGHT WORK ALONG COASTAL ROADS (SECTION 8-4.1) AND ADDITIONAL REQUIREMENTS FOR SEA TURTLES (CARETTA CARETTA, CHELONIA MYDAS, DERMOCHELYS CORIACEA, LEPIDOCHELYS KEMPI, ERETMOCHELYS IMBRICATA) (SECTION 7-1.4.1). NIGHT WORK SHOULD BE COORDINATED WITH THE DISTRICT CONSTRUCTION ENVIRONMENTAL COORDINATOR. CONSTRUCTION SHOULD NOT BE DONE AT NIGHT DURING NESTING SEASON (MARCH-OCTOBER) ON ANY OPEN AREAS ALONG THE PROJECT CORRIDOR IN WHICH THE BEACH IS VISIBLE. ANY LIGHTING IMPROVEMENTS MUST BE SEA-TURTLE FRIENDLY SO AS TO NOT NEGATIVELY IMPACT SEA TURTLES DURING NESTING SEASON
6. NO PHASE OF THE TRAFFIC CONTROL PLANS SHALL BE IN PLACE ON HOLIDAYS OR SPECIAL EVENT DATES. THE FOLLOWING LIST IS NOTABLE SPECIAL EVENTS IN TOWN OF LAUDERDALE BY THE SEA AND CITY OF FORT LAUDERDALE FOR THE FOLLOWING YEAR.

• FOURTH OF JULY

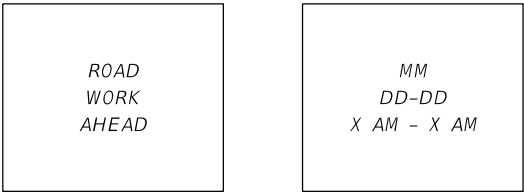
• VETERANS DAY

• CHRISTMAS-BY-THE-SEA

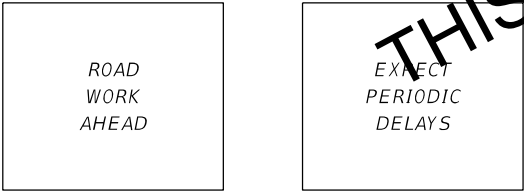
• FORT LAUDERDALE AIR SHOW

• WINTERFEST BOAT PARADE
7. TWO PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) ARE REQUIRED AT EACH APPROACH TO THE WORK ZONE ALONG SR A1A. PCMS SHALL BE PLACED SEVEN (7) DAYS IN ADVANCE OF ANY LANE CLOSURE.

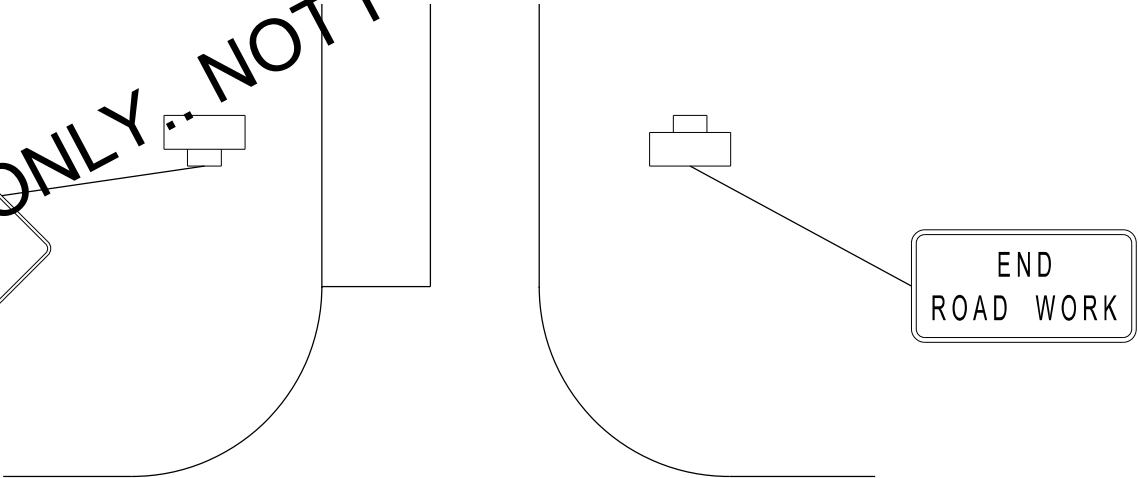
CHANGEABLE MESSAGE SIGN MESSAGE



MESSAGE TO BE PLACED PRIOR TO CONSTRUCTION:



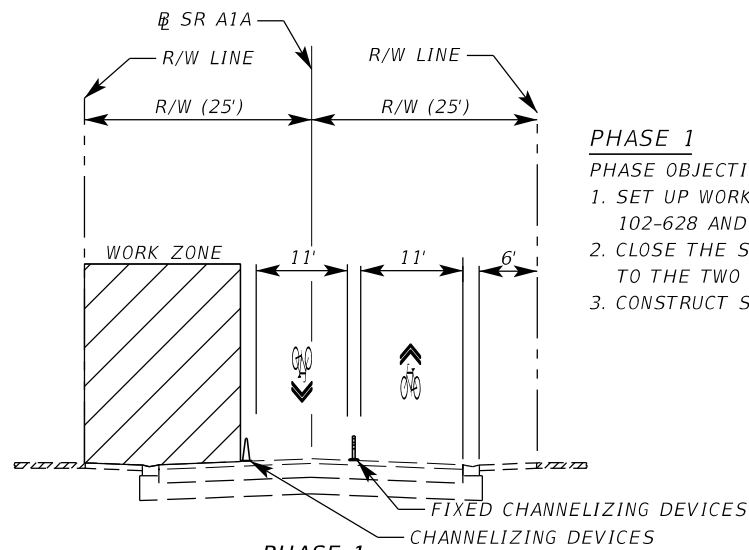
MESSAGE TO BE PLACED DURING CONSTRUCTION:



TCP LAYOUT FOR SIDE STREETS

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLANS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		23 Page 35 of 55
					A1A	BROWARD	448405-1-52-01		

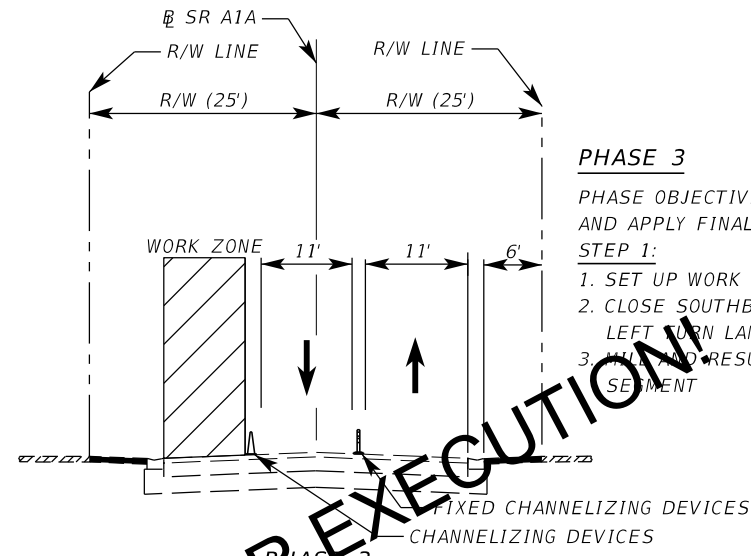
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PHASE 1

PHASE OBJECTIVE: SIDEWALK IMPROVEMENTS

1. SET UP WORK ZONE IN ACCORDANCE WITH STANDARD INDEX 102-628 AND 102-660 AND IMPLEMENT PEDESTRIAN DETOUR
2. CLOSE THE SOUTHBOUND LANE AND SHIFT SOUTHBOUND TRAFFIC TO THE TWO WAY LEFT TURN LANE
3. CONSTRUCT SIDEWALK IMPROVEMENTS

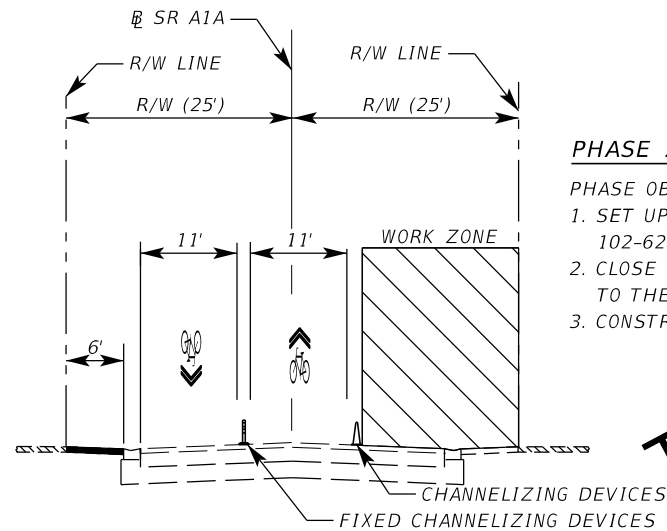


PHASE 3

PHASE OBJECTIVE: MILL AND RESURFACE, RECONSTRUCT CROSSWALKS, AND APPLY FINAL STRIPING

STEP 1:

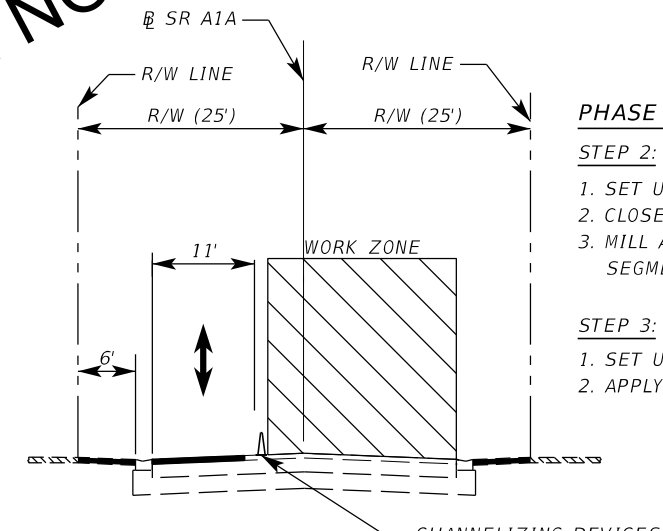
1. SET UP WORK ZONE IN ACCORDANCE WITH STANDARD INDEX 102-628
2. CLOSE SOUTHBOUND LANE AND SHIFT TRAFFIC TO THE TWO WAY LEFT TURN LANE
3. MILL AND RESURFACE SOUTHBOUND LANE, RECONSTRUCT CROSSWALK SEGMENT



PHASE 2

PHASE OBJECTIVE: SIDEWALK IMPROVEMENTS

1. SET UP WORK ZONE IN ACCORDANCE WITH STANDARD INDEX 102-628 AND 102-660
2. CLOSE THE NORTHBOUND LANE AND SHIFT NORTHBOUND TRAFFIC TO THE TWO WAY LEFT TURN LANE
3. CONSTRUCT SIDEWALK IMPROVEMENTS



PHASE 3

STEP 2:

1. SET UP WORK ZONE IN ACCORDANCE WITH STANDARD INDEX 102-628
2. CLOSE NORTHBOUND LANE AND TWO WAY LEFT TURN LANE & USE FLAGGER
3. MILL AND RESURFACE LANES AND RECONSTRUCT CORRESPONDING CROSSWALK SEGMENTS

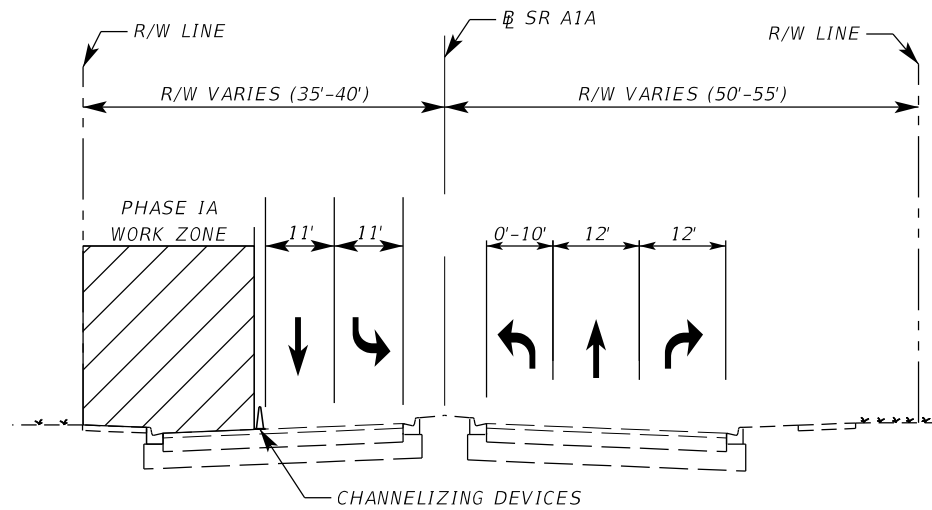
STEP 3:

1. SET UP WORK ZONE IN ACCORDANCE WITH STANDARD INDEX 102-607
2. APPLY FINAL STRIPING

* SEE ROADWAY PLAN FOR LOCATION OF SIDEWALK IMPROVEMENT

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLANS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	A1A	BROWARD	448405-1-52-01		

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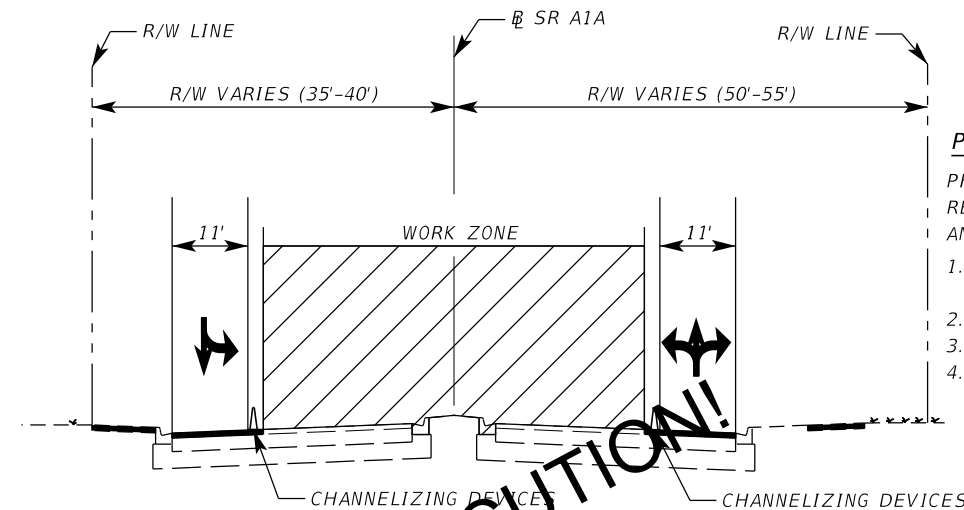


PHASE 1A
SR A1A (N OCEAN DRIVE)
MP 6.434 TO MP 6.549

PHASE 1

PHASE OBJECTIVE: MILL AND RESURFACE,
RECONSTRUCT CROSSWALKS,
SIDEWALK IMPROVEMENTS

1. SET UP WORK ZONE IN ACCORDANCE WITH
STANDARD INDEX 102-615 AND 102-660
AND IMPLEMENT PEDESTRIAN DETOUR
2. CLOSE THE OUTSIDE LANE
3. CONSTRUCT SIDEWALK IMPROVEMENTS
4. MILL AND RESURFACE

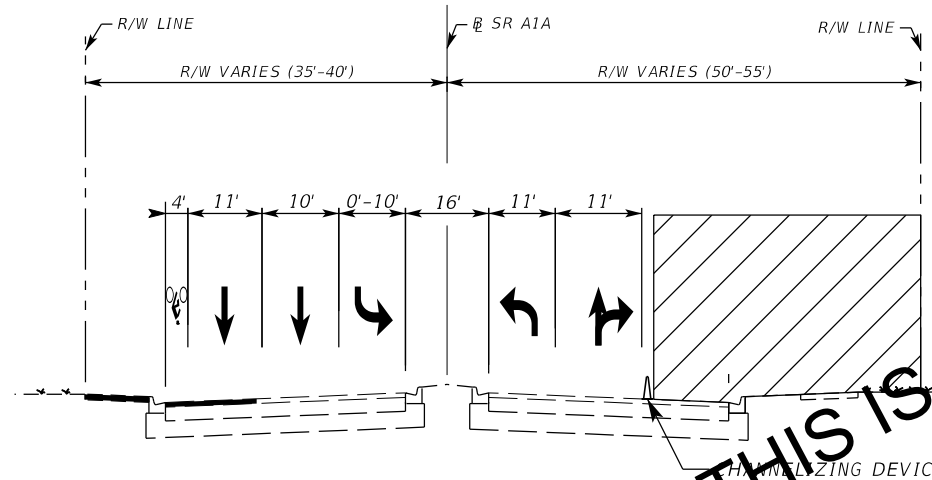


PHASE 3
SR A1A (N OCEAN DRIVE)
MP 6.434 TO MP 6.549

PHASE 3

PHASE OBJECTIVE: MILL AND RESURFACE,
RECONSTRUCT CROSSWALKS,
AND APPLY FINAL STRIPING

1. SET UP WORK ZONE IN ACCORDANCE WITH
STANDARD INDEX 102-615
2. CLOSE THE 2 INSIDE LANES
3. MILL AND RESURFACE
4. SET UP WORK ZONE IN ACCORDANCE WITH
STANDARD INDEX 102-607 AND APPLY
FINAL PAVEMENT MARKINGS



PHASE 1B
SR A1A (N OCEAN DRIVE)
MP 6.434 TO MP 6.549

PHASE 2

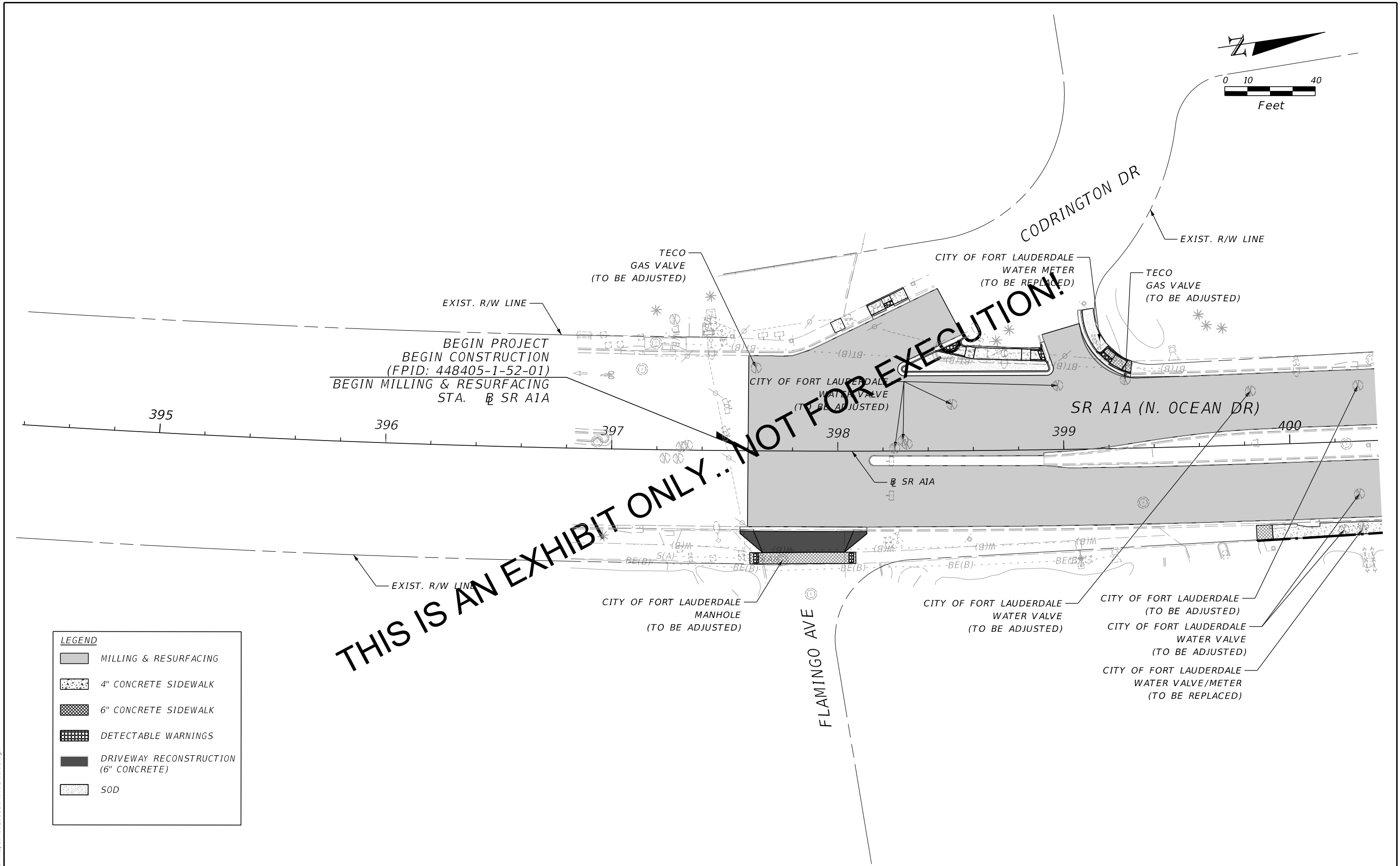
PHASE OBJECTIVE: MILL AND RESURFACE,
RECONSTRUCT CROSSWALKS, AND
SIDEWALK IMPROVEMENTS

1. SET UP WORK ZONE IN ACCORDANCE WITH
STANDARD INDEX 102-615 AND 102-660
AND IMPLEMENT PEDESTRIAN DETOUR
2. CLOSE THE OUTSIDE LANE
3. CONSTRUCT SIDEWALK IMPROVEMENTS
4. MILL AND RESURFACE

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	DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		25 Page 37 of 55
						A1A	BROWARD	448405-1-52-01		

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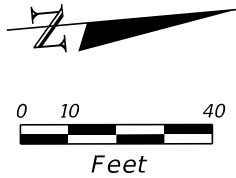
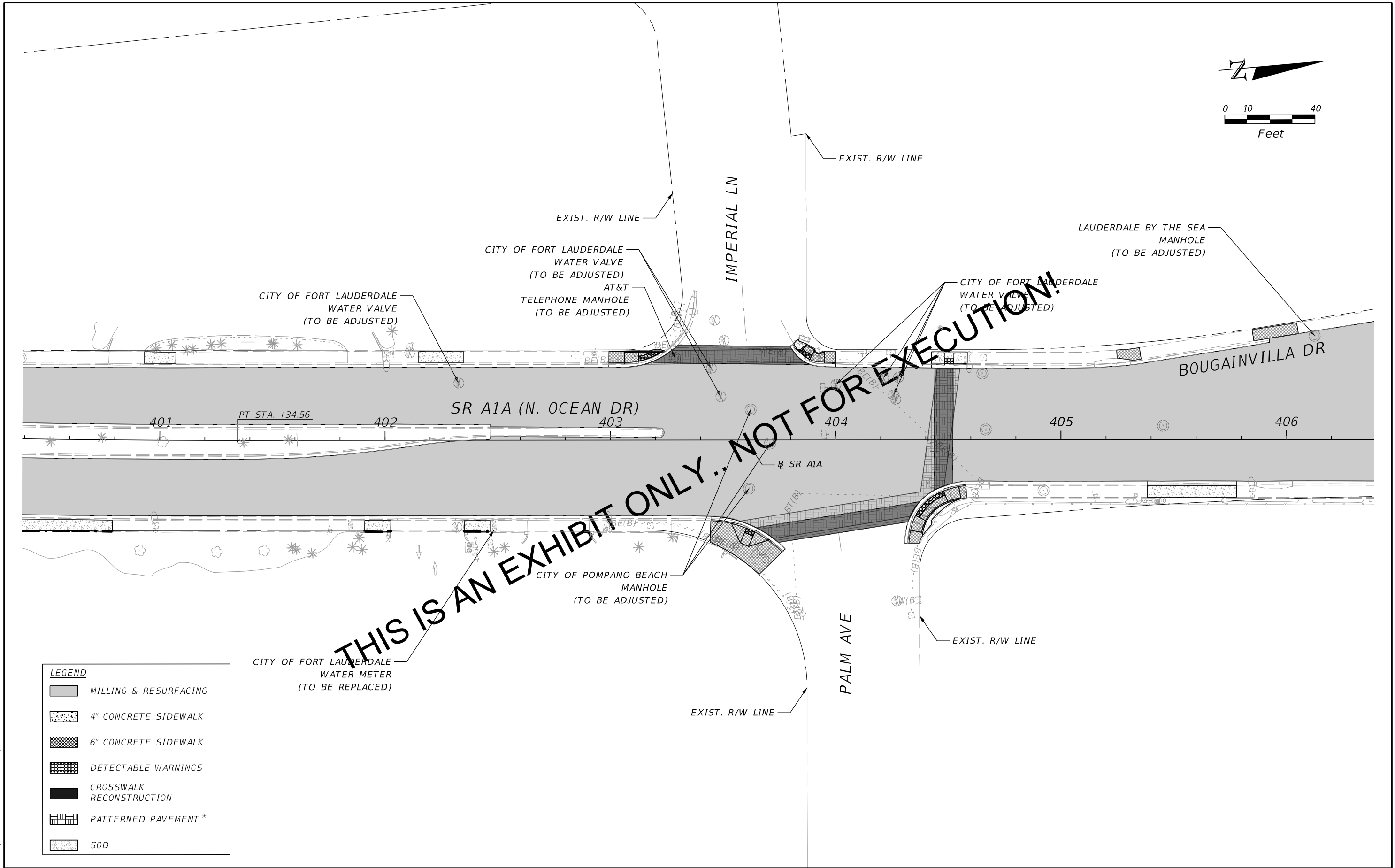


LEGEND	
	MILLING & RESURFACING
	4" CONCRETE SIDEWALK
	6" CONCRETE SIDEWALK
	DETECTABLE WARNINGS
	DRIVEWAY RECONSTRUCTION (6" CONCRETE)
	SOD

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS (01)	SHEET NO.	
DATE	DESCRIPTION		DATE	DESCRIPTION		ROAD NO.	COUNTY			FINANCIAL PROJECT ID
						A1A	BROWARD		448405-1-52-01	
				MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309						26 Page 38 of 55

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LEGEND

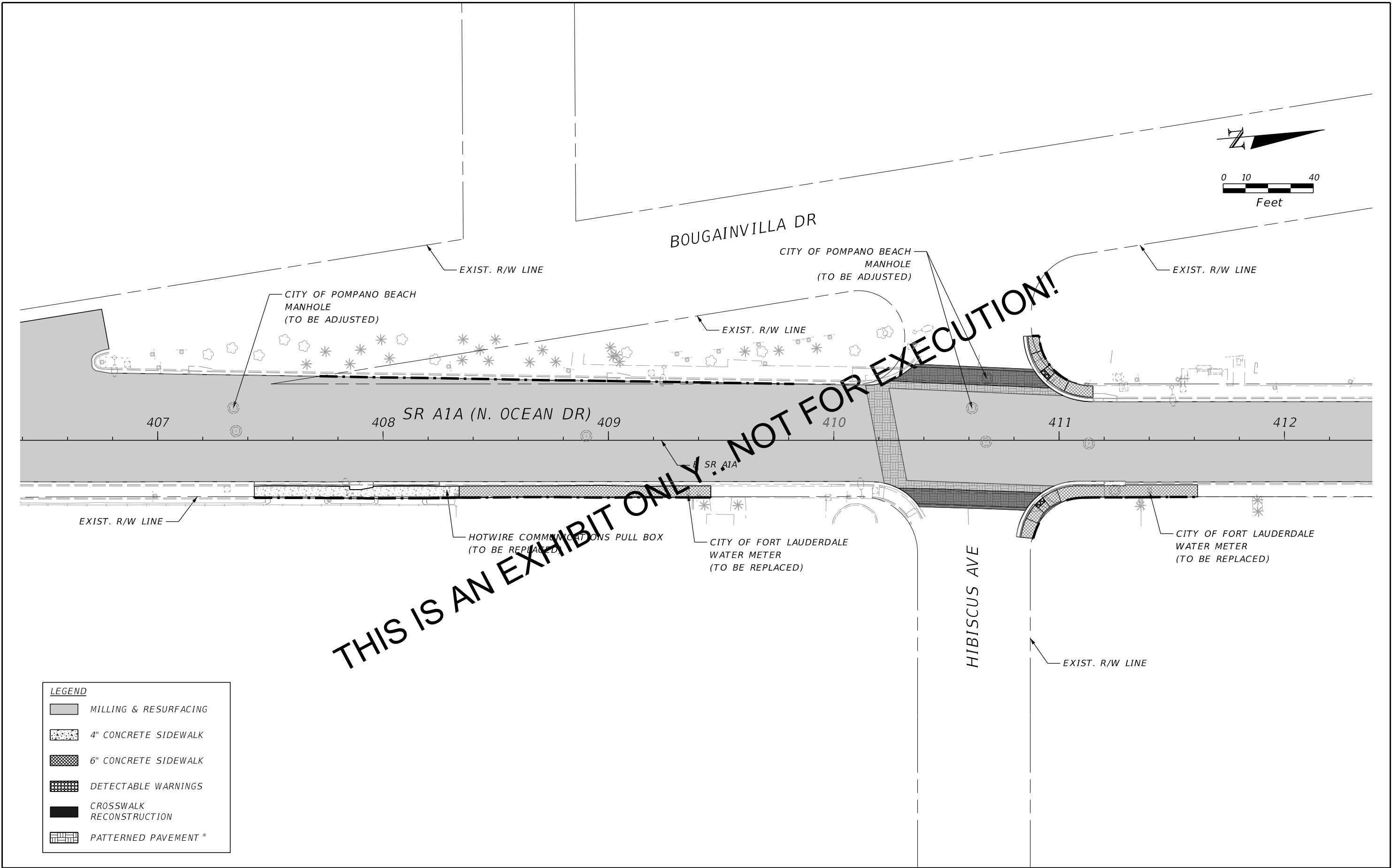
- MILLING & RESURFACING
- 4" CONCRETE SIDEWALK
- 6" CONCRETE SIDEWALK
- DETECTABLE WARNINGS
- CROSSWALK RECONSTRUCTION
- PATTERNED PAVEMENT *
- SOD

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS (02)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					A1A	BROWARD	448405-1-52-01		27

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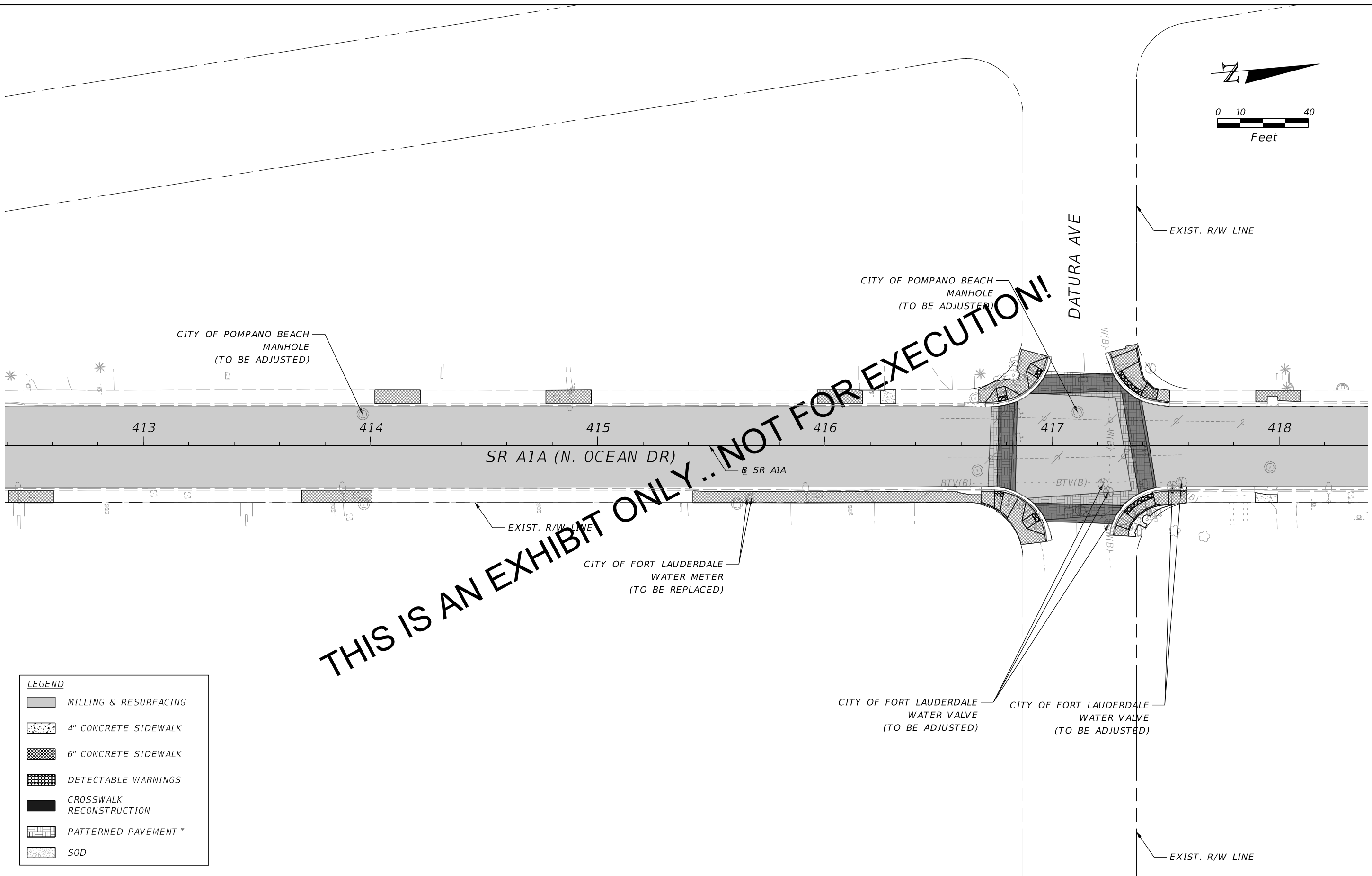


LEGEND	
	MILLING & RESURFACING
	4" CONCRETE SIDEWALK
	6" CONCRETE SIDEWALK
	DETECTABLE WARNINGS
	CROSSWALK RECONSTRUCTION
	PATTERNED PAVEMENT *

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS (03)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					A1A	BROWARD	448405-1-52-01		
									28 Page 40 of 55

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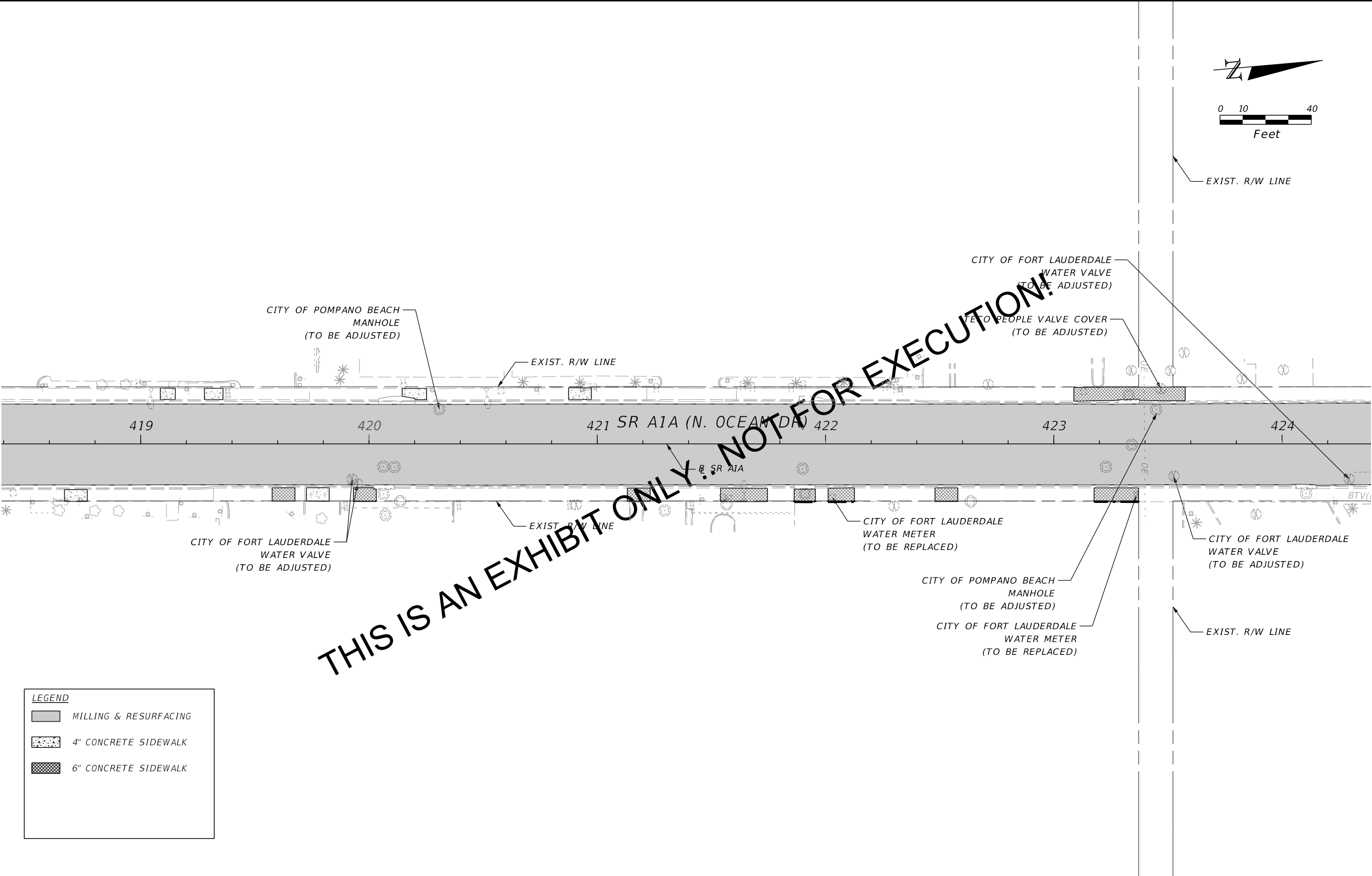


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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS (04)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					A1A	BROWARD	448405-1-52-01		29 Page 41 of 55

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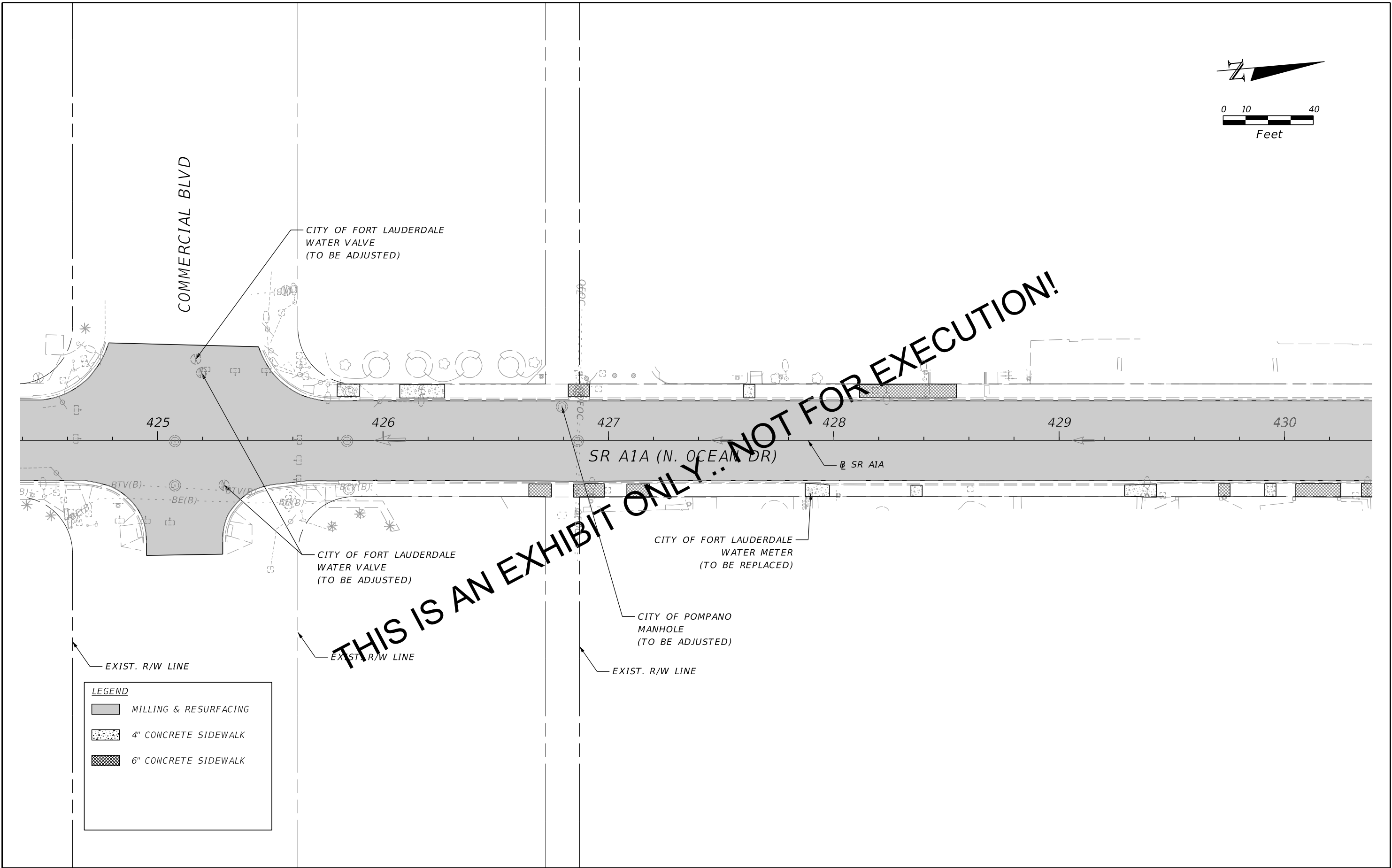


LEGEND	
	MILLING & RESURFACING
	4" CONCRETE SIDEWALK
	6" CONCRETE SIDEWALK

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS (05)	SHEET NO.
DATE	DESCRIPTION		DATE		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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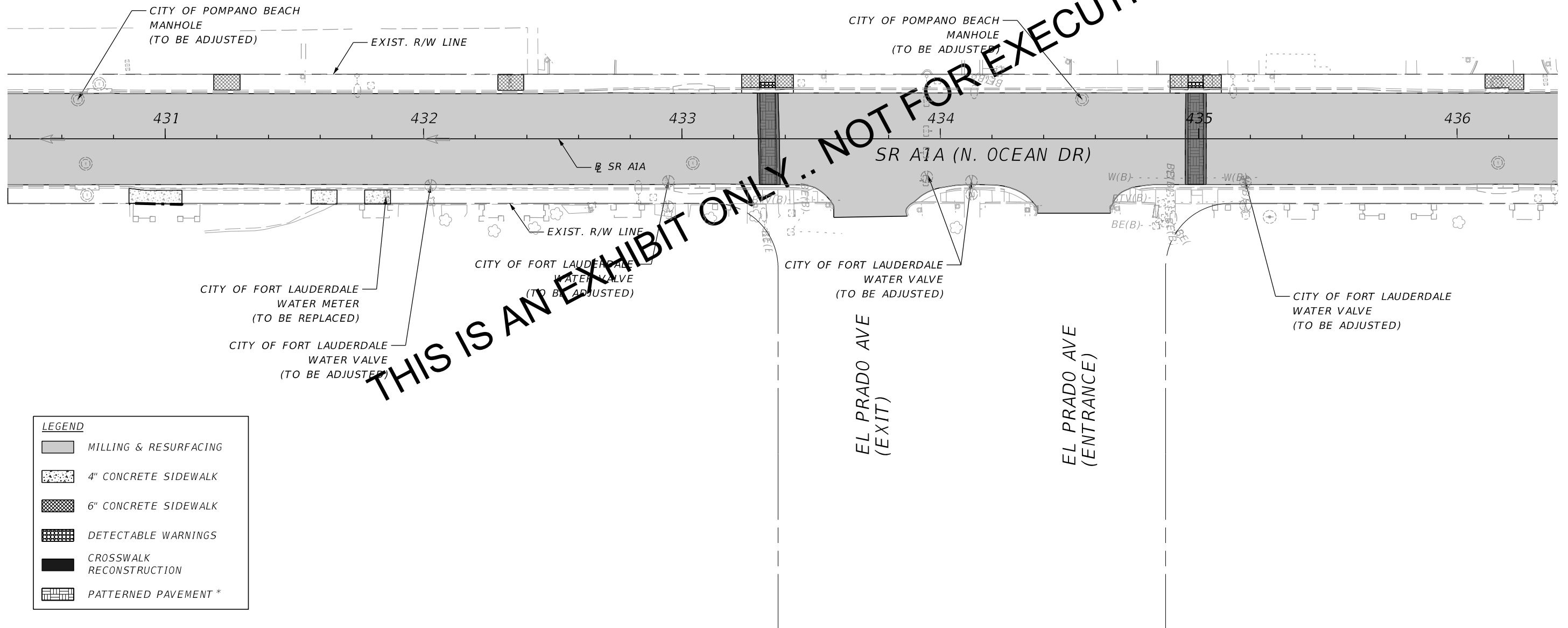
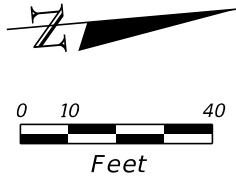
MICHELLE BRIOSO ROSSI, P.E.
LICENSE NUMBER 84564
BCC ENGINEERING, LLC.
4901 NW 17TH WAY, SUITE 506
FORT LAUDERDALE, FL 33309

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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS (06)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					A1A	BROWARD	448405-1-52-01		31 Page 43 of 55

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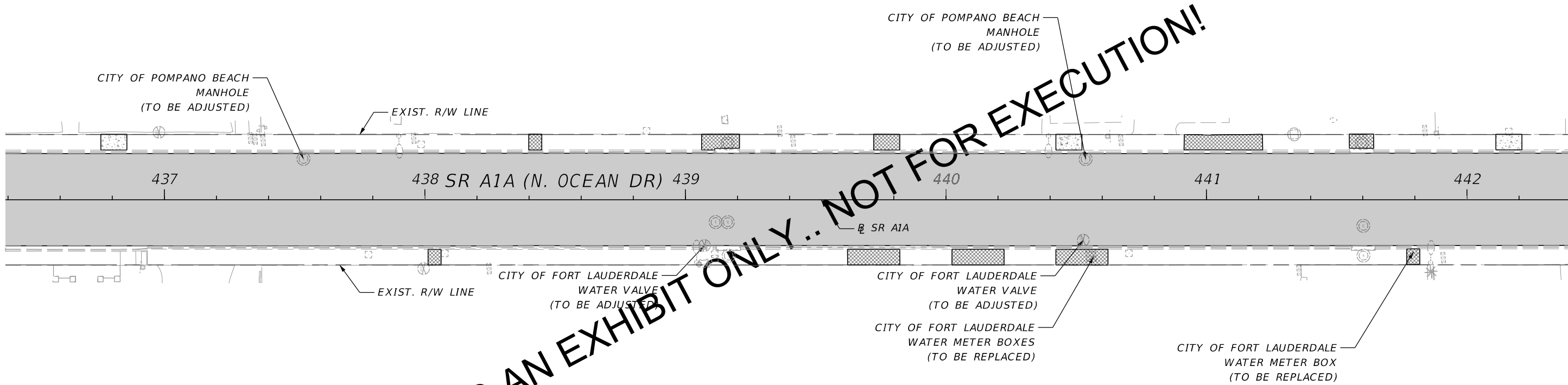
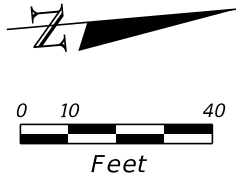


LEGEND	
	MILLING & RESURFACING
	4" CONCRETE SIDEWALK
	6" CONCRETE SIDEWALK
	DETECTABLE WARNINGS
	CROSSWALK RECONSTRUCTION
	PATTERNED PAVEMENT *

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS (07)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					A1A	BROWARD	448405-1-52-01		

MICHELLE BRIOSO ROSSI, P.E.
LICENSE NUMBER 84564
BCC ENGINEERING, LLC.
4901 NW 17TH WAY, SUITE 506
FORT LAUDERDALE, FL 33309

UTILITY ADJUSTMENTS (07)

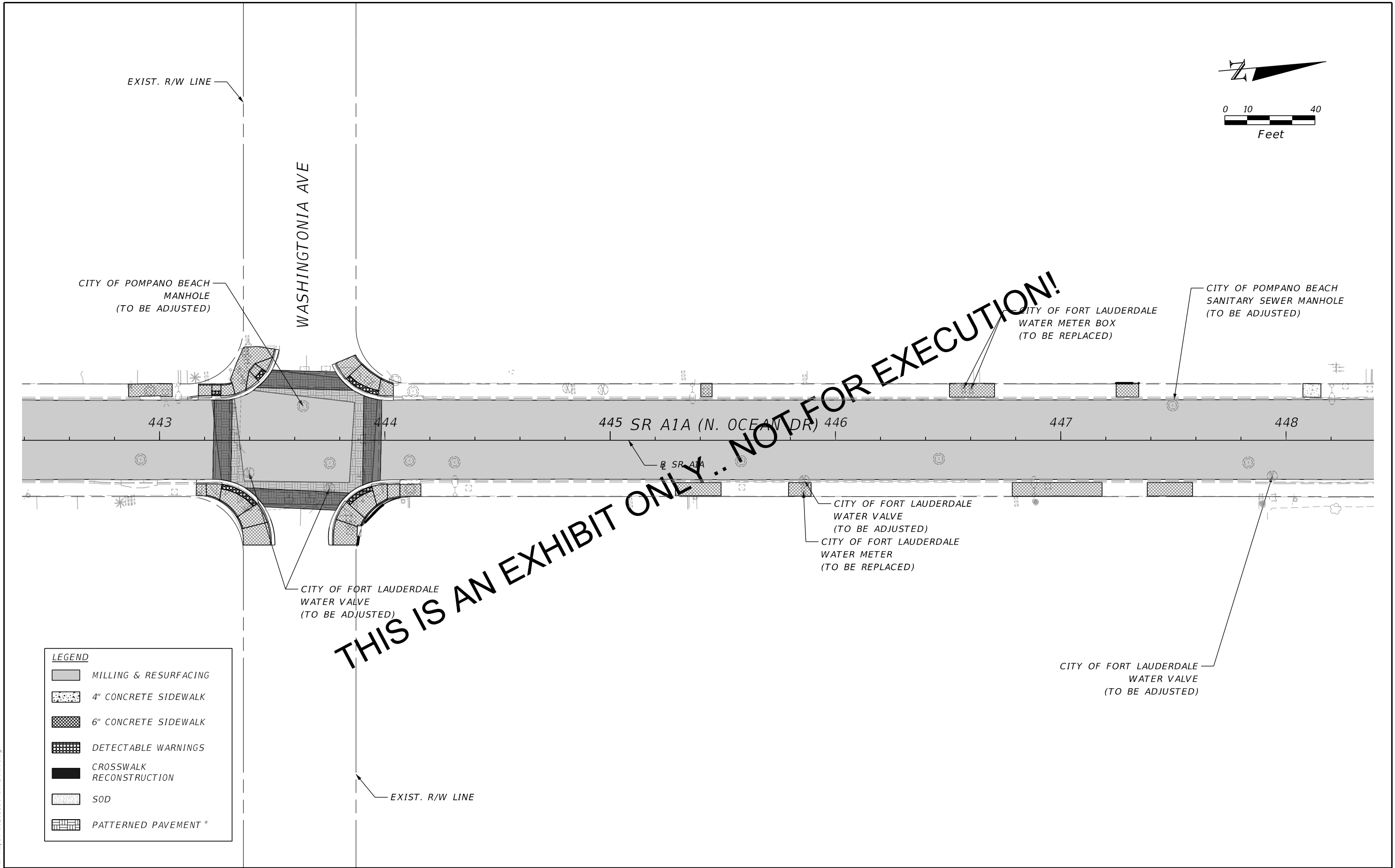


LEGEND	
	MILLING & RESURFACING
	4" CONCRETE SIDEWALK
	6" CONCRETE SIDEWALK

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS (08)	SHEET NO.
DATE	DESCRIPTION		DATE		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					A1A	BROWARD	448405-1-52-01		

MICHELLE BRIOSO ROSSI, P.E.
LICENSE NUMBER 84564
BCC ENGINEERING, LLC.
4901 NW 17TH WAY, SUITE 506
FORT LAUDERDALE, FL 33309

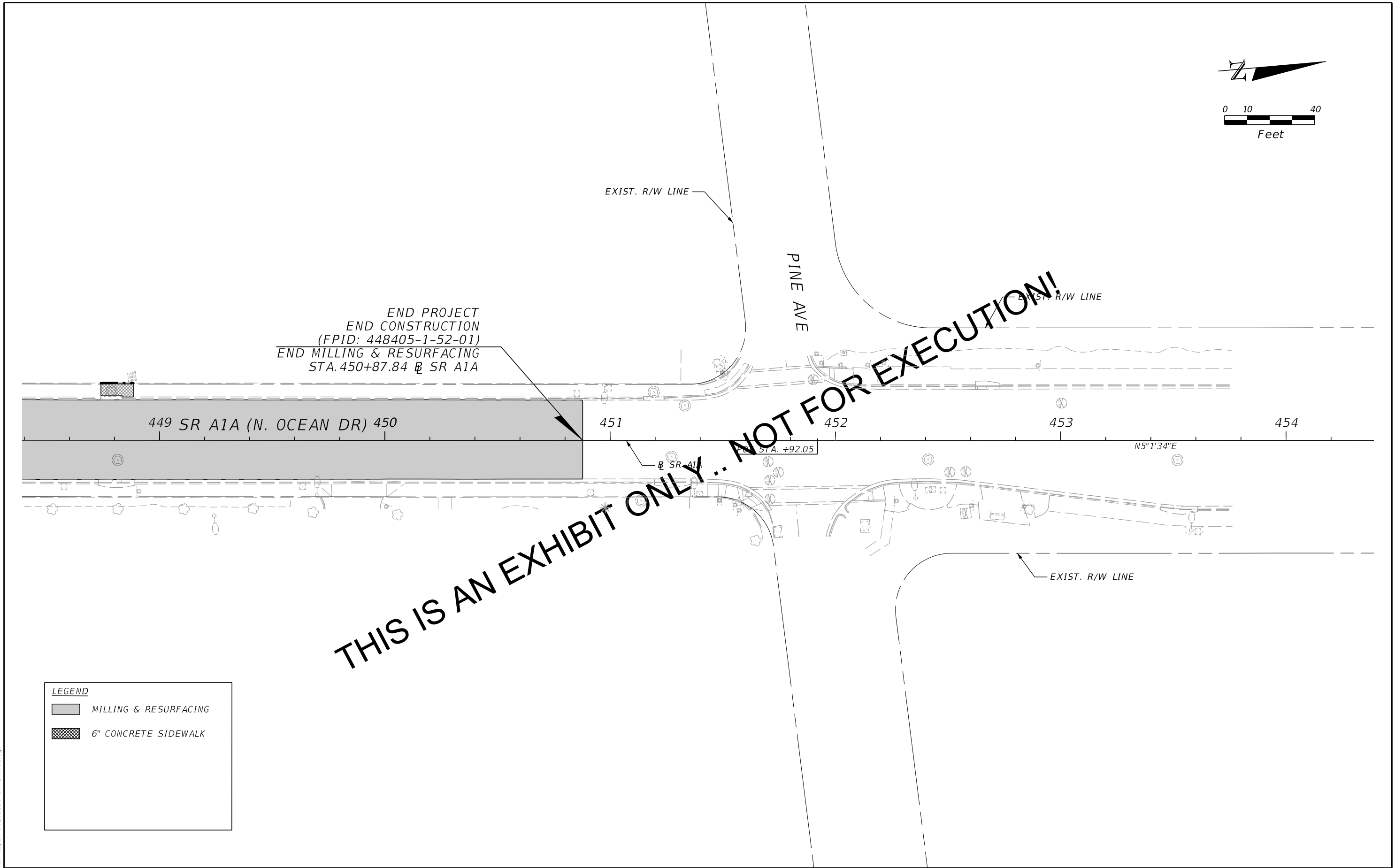
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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS (09)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					A1A	BROWARD	448405-1-52-01		34 Page 46 of 55

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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS (10)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	A1A	BROWARD	448405-1-52-01		

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SECTION: 86050000
 PROJECT: 448405-1-52-02
 COUNTY: Broward
 STATE RD: SR A1A

EXHIBIT C

APPROXIMATE COST FOR HARDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the MAINTENANCE MEMORANDUM OF AGREEMENT between the FLORIDA DEPARTMENT OF TRANSPORTATION and the AGENCY.

ITEM #	ITEM	QNTY	UNIT	UNIT PRICE	COST	COMMENT
523-3	Patterned Pavement	763	SY	\$ 151.98	\$ 115,960.74	Crosswalks
654-1-20	Midblock Crosswalk: In-roadway light assembly, furnish, & install – solar powered, complete crossing	1	AS	\$ 81,486.00	\$ 81,486.00	At Hibiscus Avenue
	Contingency				\$39,489.35	20%
					\$236,936.09	
	Revised to include FDOT Inflation Factor Multiplier			1.030	\$244,044.17	

Anticipated Terms of a Separate Agreement

FDOT PARTICIPATION: \$0.00

* AGENCY PARTICIPATION: \$ 244,044.17
 Via Separate Agreement (LFA)

* APPROXIMATE HARDSCAPE IMPROVEMENT COST: \$ 244,044.17

** Final Approximate Hardscape Improvement Cost inclusive of Contingency and allowance for Inflation*

*Estimates are approximate

SECTION: 86050000
PROJECT: 448405-1-52-02
COUNTY: Broward
STATE RD: SR A1A

EXHIBIT D

MAINTENANCE PLAN FOR HARDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the FLORIDA DEPARTMENT OF TRANSPORTATION and the AGENCY.

Please see attached

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SECTION: 86050000
PROJECT: 448405-1-52-02
COUNTY: Broward
STATE RD: SR A1A

MAINTENANCE PLAN For Hardscape Improvements

Project Location: SR A1A from Flamingo Ave (M.P. 6.434) to Pine Ave (M.P. 7.443)
Project FM #: 448405-1-52-01
Engineer of Record: Michelle Rossi, PE
Maintaining Agency: Town of Lauderdale-By-The-Sea

HARDSCAPE (NON-STANDARD) TRAVELWAY SURFACING – PATTERNED PAVEMENT

- A. The intent of the patterned pavement is to emphasize the crosswalks and provide an aesthetically pleasing feature to the roadway.
- B. Patterned pavement shall be inspected approximately one year after project acceptance and every two years thereafter for the aesthetic appearance and safety conditions. Send the results of all friction testing to the District's Warranty Coordinator. When remedial action is required, the local agency must complete all necessary repairs at its own expense within the 90 days of the date when the deficiency was identified. To maintain the overall aesthetic appearance and safety of the patterned pavement, they shall be cleaned approximately one year after project acceptance and every two years thereafter. Joints and cracks in patterned pavement shall be inspected approximately one year after project acceptance and every two years thereafter to keep those areas free of debris and cracking. Should the local agency fail to satisfactorily perform any required remedial work in accordance with this agreement or FDOT requirements, the Department reserves the right to replace the patterned pavement with conventional pavement and bill the local agency for this cost.
- C. It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement, caused, or contributed by the installation or failure of non-standard surfacing, on the Department of Transportation right of way within the limits of this Agreement. Pavement restoration areas or "patches" will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.
- D. Pavement restoration will be performed in accordance with the most current edition of the *FDOT Standard Specifications for Road and Bridge Construction*, and the *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*.

SECTION: 86050000
PROJECT: 448405-1-52-02
COUNTY: Broward
STATE RD: SR A1A

IN-ROAD LIGHTING

- A. The AGENCY shall perform all activities necessary to keep the IMPROVEMENTS fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type or roadway system at all times in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the IMPROVEMENTS, as may be necessary.
- B. The AGENCY shall be responsible for maintaining all components of the IMPROVEMENTS, including but not limited to electrical components, solar panels and batteries. Batteries should be replaced every 10 years or when necessary. The AGENCY shall replace the structure if destroyed in an accident by third parties. The AGENCY shall comply with all ADA Laws existing and as may be amended. Adjacent sidewalk areas shall be always accessible. If sidewalk closures are needed, alternate routes shall be clearly identified, and missing sidewalk shall be restored either with permanent or temporary materials at the end of each workday.
- C. All IMPROVEMENTS shall at all times have a notification sign posted with the name and phone number of the department within the AGENCY responsible for maintenance of the IMPROVEMENTS so that members of the public may contact the AGENCY regarding problems with the IMPROVEMENTS. The AGENCY shall promptly respond and correct all complaints regarding maintenance. The IMPROVEMENTS to be constructed with this project shall not contain advertising. Nor shall advertising be placed upon them by any party in the future.

MAINTENANCE PLAN REQUIREMENTS

- A. In reference to Maintenance to be performed under this Agreement, the AGENCY shall submit to the DEPARTMENT a maintenance plan detailing the means and methods for accomplishing any maintenance or repairs to the IMPROVEMENTS in accordance with all DEPARTMENT Standards, Procedures and Specifications. This plan shall be submitted and approved by the DEPARTMENT prior to commencing any maintenance or repair activities. The AGENCY shall comply with the DEPARTMENT's applicable Maintenance Rating Program Standards. The plan should at minimum detail how the AGENCY will address the following:
1. Providing for continuous traffic control and necessary traffic control devices as required for the safe movement of traffic of vehicular and pedestrian traffic past the location of the structure being repaired for the duration of the repair in accordance with DEPARTMENT Standards, Procedures and Specifications.

SECTION: 86050000
PROJECT: 448405-1-52-02
COUNTY: Broward
STATE RD: SR A1A

2. Protection of adjacent surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets during the preparation and recoating of surfaces.
 3. Containment of debris or materials used in or resulting from the repair
- B. After the maintenance plan is approved, the AGENCY shall submit a work plan to the DEPARTMENT for approval prior to each repair to be performed detailing:
1. The proposed date for the repair
 2. The location of the repair
 3. The nature of the repair
 4. The materials to be used for the repair
 5. The methods to be used for the repair

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SECTION: 86050000
PROJECT: 448405-1-52-02
COUNTY: Broward
STATE RD: SR A1A

EXHIBIT E

PATTERNED PAVEMENT MAINTENANCE

This Exhibit forms an integral part of the MAINTENANCE MEMORANDUM OF AGREEMENT between the FLORIDA DEPARTMENT OF TRANSPORTATION and the AGENCY.

"Maintenance" of all patterned pavement crosswalks in these Agreements shall be defined, as a minimum, to include its frictional characteristics and integrity as follows:

1. Within 60 days of project acceptance by the Department, all lanes of each patterned crosswalk shall be evaluated for surface friction. The friction test shall be conducted using either a locked wheel tester in accordance with ***FM 5-592 (Florida Test Method for Friction Measuring Protocol for Patterned Pavements)** or Dynamic Friction Tester in accordance with ****ASTM E1911**. **All costs for friction testing are the responsibility of the AGENCY.**
2. The initial friction resistance shall be at least 35 obtained at 40 mph with a ribbed tire test (FN40R) or equivalent (see FM 5-592). Failure to achieve this minimum resistance shall require all deficient crosswalk areas to be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. The AGENCY is responsible for all costs associated with the removal and replacement of the crosswalk. If the Department determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Qualified Products List (QPL) or replaced with conventional pavement.
3. Approximately **one year** after project acceptance and **every two years** thereafter and for the life of the adjacent pavement, only the outside traffic lane areas of each patterned crosswalk shall be tested for friction resistance in accordance with **ASTM E274 or ASTM E1911**. Friction resistance shall, at a minimum, have a FN40R value of **30** (or equivalent).
4. The results of all friction tests shall be sent to the **Operations Engineer** at the local FDOT District Four Operations Center located at Broward Operations, 5548 NW 9th Avenue, Ft. Lauderdale, FL 33309 (954) 776-4300, with a cover letter either certifying, that the crosswalks comply with the minimum friction criteria, or stating what remedial action will be taken to restore the friction.
5. Failure to achieve the minimum resistance shall require all lanes of the crosswalk to be friction tested to determine the extent of the deficiency. All deficient areas shall be
6. removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If the Department determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the QPL or replaced with conventional pavement.

SECTION: 86050000
PROJECT: 448405-1-52-02
COUNTY: Broward
STATE RD: SR A1A

7. When remedial action is required in accordance with the above requirements, the local agency shall complete all necessary repairs at its own expense within 90 days of the date when the deficiency was identified. No more than two full depth patterned pavement repairs shall be made to an area without first resurfacing the underlying pavement to 1" minimum depth.
8. The Department will not be responsible for replacing the treatment following any construction activities by the Department in the vicinity of the treatment, or any costs for testing.
9. Should the local agency fail to satisfactorily perform any required remedial work or testing in accordance with this agreement, the Department reserves the right to replace the patterned pavement with conventional pavement (matching the adjacent pavement) and bill the local agency for this cost.

*FM 5-592: <https://www.fdot.gov/materials/administration/resources/library/publications/fstm/bynumber.shtml>

**ASTM E1911: <https://www.astm.org/e1911-19.html>

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SECTION: 86050000
PROJECT: 448405-1-52-02
COUNTY: Broward
STATE RD: SR A1A

EXHIBIT F

RESOLUTION

This Exhibit forms an integral part of the MAINTENANCE MEMORANDUM OF AGREEMENT between the FLORIDA DEPARTMENT OF TRANSPORTATION and the AGENCY.

Please see attached

(Will be provided by City)

THIS IS AN EXHIBIT ONLY .. NOT FOR EXECUTION!



Town Commission Agenda Item Report

Meeting Date: February 11, 2025

Submitted By: Ken Rubach, Deputy Town Manager/Public Works Director

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2025-11: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR INSTALLATION OF ROAD IMPROVEMENTS ON A1A FROM FLAMINGO AVENUE TO PINE AVENUE TO INCLUDE IN-PAVEMENT CROSSWALK WARNING LIGHTING AT A1A AND HIBISCUS AS WELL AS PATTERNED PAVEMENT CROSSWALKS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Explanation: The following agenda memorandum is associated with Item 18.b. on the agenda, regarding the execution of the Florida Department of Transportation (FDOT) Local Funding Agreement. If the Commission approves this item, FDOT will also require a Maintenance Memorandum Agreement (MMOA). This agreement assigns the Town responsibility for the ongoing maintenance of the enhancements that were previously approved through the Local Funding Agreement.

The enhancements covered under the Local Funding Agreement include the patterned pavement crosswalks and the in-pavement crosswalk warning lighting at A1A and Hibiscus Avenue. As outlined in the MMOA, the Town will be responsible for maintaining these improvements moving forward and will be budgeted for in future fiscal years as needed.

Recommendation: Approve Resolution 2025-11 authorizing the Town Manager to enter into a maintenance memorandum agreement with FDOT to formalize the Town's responsibility for the ongoing maintenance requirements of the A1A enhancements within the Town.

Exhibits:

1. Resolution 2025-11 MMOA FDOT

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RESOLUTION 2025-11

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR INSTALLATION OF ROAD IMPROVEMENTS ON A1A FROM FLAMINGO AVENUE TO PINE AVENUE TO INCLUDE IN-PAVEMENT CROSSWALK WARNING LIGHTING AT A1A AND HIBISCUS AS WELL AS PATTERNED PAVEMENT CROSSWALKS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

16 **WHEREAS**, the Town has proposed the installation of patterned pavement and in-ground
17 lighting system at the A1A/Hibiscus crosswalk (the “Project”) to increase safety for pedestrians
18 and enhance the visibility of crosswalk for vehicular traffic; and

19 **WHEREAS**, the Florida Department of Transportation (“FDOT”) requires that an
20 agreement be in place between the Town and FDOT to ensure proper maintenance of the Project
21 (the “Maintenance Agreement”); and

22 **WHEREAS**, Town Staff recommends that the Town Commission approve, and authorize
23 execution of, the Maintenance Agreement, attached as Exhibit “A,” with FDOT for the Project.

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

26 **Section 1.** Each “WHEREAS” clause set forth is true and correct and herein
27 incorporated by this reference.

28 **Section 2.** The Town Commission hereby approves the Maintenance Agreement,
29 attached as Exhibit “A,” with FDOT for the Project.

30 **Section 3.** The Town Commission hereby authorizes the Town Manager to execute the
31 Maintenance Agreement, attached as Exhibit “A,” with FDOT, together with such non-substantial
32 changes as are acceptable to the Town Manager and approved as to form and legal sufficiency by
33 the Town Attorney.

34 **Section 4.** If any clause, section or other part of this Resolution shall be held by any
35 court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid

1 part shall be considered as eliminated and in no way affecting the validity of the other provisions
2 of this Resolution.

3 **Section 5.** This Resolution shall become effective immediately upon its passage.

4 **PASSED AND ADOPTED** this _____ day of February, 2025.

6 _____
7 Mayor Edmund Malkoon
8
9

10 Attest:

APPROVED AS TO FORM:

11 _____
12 Katrina Adler, Town Clerk
13
14

Susan Trevarthen, Town Attorney

15 (CORPORATE SEAL)

SECTION: 86050000
 PROJECT: 448405-1-52-02
 COUNTY: Broward
 STATE RD: SR A1A

**FLORIDA DEPARTMENT OF TRANSPORTATION
 DISTRICT FOUR
 HARDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the **FLORIDA DEPARTMENT OF TRANSPORTATION**, a component AGENCY of the State of Florida, hereinafter called the **DEPARTMENT** and the **TOWN OF LAUDERDALE BY THE SEA**, a municipal corporation, existing under the Laws of Florida, hereinafter called the **AGENCY**.

WITNESSETH:

WHEREAS, the DEPARTMENT has jurisdiction over **State Road A1A** (N. Ocean Drive) as part of the State Highway System; and

WHEREAS, as part of the continual updating of the State Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facility as described in **Exhibit "A"** within the corporate limits of the AGENCY; and

WHEREAS, the Department and the Agency signed an agreement dated November 23, 1999 (**Original Agreement**), for the area of State Road A1A from Imperial Lane (M.P.6.41) to Pine Avenue (M.P.9.62) and State Road 870 (Commercial Boulevard) from the Intracoastal waterway to State Road A1A, and

WHEREAS, the Department and the Agency then supplemented the Original Agreement on September 20, 2023, to install hardscape improvements on State Road A1A at State Road 870 (Commercial Boulevard) from M.P. 6.910 to M.P. 6.971, and

WHEREAS, the DEPARTMENT seeks to install and have maintained by the AGENCY under this Agreement certain additional hardscape improvements on **State Road A1A** (N. Ocean Drive) from Flamingo Avenue (M.P. 6.434) to Pine Avenue (M.P. 7.443) as described within **Exhibit "B"**. All other improvements included in the aforementioned agreements shall continue to be maintained in accordance with the terms and conditions of those agreements, and

WHEREAS, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain the additional improvements, including patterned pavement and in-road lighting, made to the traveled way at the request and funding of the AGENCY; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY, by Resolution No. _____ dated _____, 20____, attached hereto and by this reference made a part hereof in **Exhibit "F"**, desires to enter into this Agreement and authorizes its officers to do so;

SECTION: 86050000
PROJECT: 448405-1-52-02
COUNTY: Broward
STATE RD: SR A1A

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

The DEPARTMENT shall install or caused to be installed *hardscape improvements* on the highway facilities substantially as specified in plans and specifications hereinafter referred to as the Project(s) and incorporated herein as referenced in **Exhibit "B"**. *Hardscape* shall mean, but not be limited to, any non-standard roadway, sidewalk, median or crosswalk specialty surfacing, including concrete pavers, color stamped concrete, color stamped asphalt (also known as patterned pavement), and brick paver detectable warnings.

If there are any major changes to the plan(s), the DEPARTMENT shall provide the modified plan(s) to the AGENCY and the AGENCY shall provide their approval or disapproval to the DEPARTMENT within 10 business days. The DEPARTMENT may elect to withdraw the hardscape improvements if changes are not approved within the given time frame.

3. MAINTENANCE OF FACILITIES

- A. The AGENCY agrees to maintain, at its sole cost and expense, all IMPROVEMENTS as described in EXHIBIT B, within the limits of construction detailed in EXHIBIT A. Maintenance shall be as indicated below and in accordance with EXHIBIT D (Maintenance Plan for Hardscape Improvements) and Exhibit E (Patterned Pavement Maintenance). The AGENCY'S responsibility for maintenance shall include all hardscape areas on the sidewalk or within the medians, areas outside the traveled way to the right-of-way, and/or areas within the traveled way containing specialty surfacing and in-road lighting.
- B. Maintenance by the AGENCY will include inspection, repair, restoration, replacement, and general maintenance. The AGENCY shall keep the IMPROVEMENTS in good repair and replace any defective or worn-out parts due to normal wear and tear, a named storm event, acts of God, accidents, and vandalism. The AGENCY shall take all necessary steps to maintain the IMPROVEMENTS in a manner to protect against injury to any person or property.
- C. It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway caused by the differential characteristics of non-standard traveled way surfacing and the associated header curb (and concrete areas, if applicable) on DEPARTMENT right-of-way within the limits of this Agreement. Header curbs that contain the specialty surfacing treatment shall be kept in optimum condition.
- D. The IMPROVEMENTS shall be kept clean and free from trash and debris, weeds, and graffiti. The IMPROVEMENTS shall be free of pests such as stinging insects, rodents, and vermin, including removal of nests as needed.

SECTION: 86050000
PROJECT: 448405-1-52-02
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- E. The AGENCY shall be responsible for maintenance of the IMPROVEMENTS in accordance with all DEPARTMENT Procedures, Standards and Specifications, and any and all applicable laws which shall include, but not be limited to, laws and regulations relating to the Americans with Disabilities Act ("ADA") of 1990, as currently enacted or as may be amended from time to time.
- F. If it becomes necessary to provide utilities (water/electricity) to the IMPROVEMENTS, all cost associated with the utilities, accent lighting and/or irrigation systems are the maintaining AGENCY's responsibility.
 - 1) The AGENCY shall be directly responsible for impact connection fees.
 - 2) The AGENCY shall become responsible for the above-named IMPROVEMENTS and ongoing utility costs upon final acceptance of the construction project by the DEPARTMENT and thereafter.
- G. Any work impacting traffic flow along SR A1A or adjacent roadways must be coordinated with the DEPARTMENT. Lane closures must be submitted for approval in accordance with DEPARTMENT procedures and policies and will meet the goals established in the DEPARTMENT's Open Roads Policy.
- H. The AGENCY shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, or other assets occurring as a result of maintenance and operation of the IMPROVEMENTS, and shall repair such damage to the satisfaction of the DEPARTMENT at no expense to the DEPARTMENT, as per the requirements in Exhibit D (Maintenance Plan for Hardscape Improvements).
- I. The maintenance functions to be performed by the AGENCY may be subject to periodic inspections by the DEPARTMENT at the discretion of the DEPARTMENT. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding repayment, reworking, or Agreement termination. The AGENCY shall not change or deviate from said plans without written approval of the DEPARTMENT.

4. DEPARTMENT ACCESS TO FACILITIES

The DEPARTMENT will periodically need access to various features within the limits of this agreement. Upon request of the DEPARTMENT, the AGENCY will have 14 calendar days to provide access to the items noted by the DEPARTMENT. This may require temporary or permanent removal of improvements such as hardscape, landscape or other items conflicting with the items to which the Department needs access.

Should the AGENCY fail to remove or relocate items as requested, the DEPARTMENT may:

- (a) Remove conflicting improvements or any portion thereof.
- (b) Restore the area with any material meeting Department standards.
- (c) Restore the improvements at the request and funding of the AGENCY.

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5. NOTICE OF MAINTENANCE DEFICIENCIES

A. If at any time after the AGENCY has undertaken the maintenance responsibilities for the improvements, it shall come to the attention of the DEPARTMENT'S District Secretary that the limits, or a part thereof, are not properly maintained pursuant to the terms of this Agreement, said District Secretary may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY, placing said AGENCY on notice thereof. Thereafter the AGENCY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time, the DEPARTMENT may at its option, proceed as follows:

- (1) Maintain the hardscape improvements or any part thereof, with DEPARTMENT or Contractor's personnel and invoice the AGENCY for actual expenses incurred, and/or
- (2) At the discretion of the DEPARTMENT, terminate the Agreement in accordance with Paragraph 9 of this Agreement and remove, by the DEPARTMENT or Contractor's personnel, all of the hardscape improvements installed under this Agreement or any preceding Agreements, and charge the AGENCY the reasonable cost of such removal.

6. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the hardscape improvements covered by this Agreement may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the DEPARTMENT in order that the adjacent state road be widened, altered, or otherwise changed to meet future criteria or planning needs of the DEPARTMENT.

The AGENCY shall be given sixty (60) calendar days' notice to remove said hardscape improvements at AGENCY'S expense after which time the DEPARTMENT may remove same. All permits, fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the maintaining AGENCY'S responsibility.

7. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional hardscape improvements within the limits of the improvements rights of ways identified herein, subject to the following conditions:

- (a) Plans for any new hardscape improvements shall be subject to approval by the DEPARTMENT. The AGENCY shall not change or deviate from said plans without written approval by the DEPARTMENT.
- (b) The AGENCY shall procure a permit from the DEPARTMENT.
- (c) All hardscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (d) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional hardscape improvements it chooses to have installed and there will be no cost to the DEPARTMENT.

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8. ADJACENT PROPERTY OWNER IMPROVEMENTS

The DEPARTMENT may allow an adjacent property owner to construct additional hardscape improvements within the limits of the rights of way identified in **Exhibit "A"** of this Agreement and the AGENCY shall be responsible for maintaining those improvements under this Agreement subject to the following conditions:

- (a) Plans for any new hardscape improvements shall be subject to approval by the DEPARTMENT and shall require a valid permit attached with a letter of consent to said plans by the AGENCY. The plans shall not be changed or deviated from without written approval by the DEPARTMENT and the AGENCY.
- (b) All hardscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional hardscape improvements installed by an adjacent owner.

9. HARDSCAPE IMPROVEMENTS COST

The DEPARTMENT agrees to enter into a contract for the installation of the hardscape improvements with an estimated amount of **\$208,552.77** as referenced in **Exhibit "C"**.

Pursuant to the terms and conditions of a **Locally Funded Agreement (LFA)**, to which this Agreement is attached and incorporated therein, the AGENCY is paying for these hardscape improvements that will be constructed as part of the DEPARTMENT'S roadway project.

The DEPARTMENT shall invite the AGENCY to assist in the final acceptance of the hardscape improvements.

10. AGREEMENT TERMINATION

In addition to those conditions otherwise contained herein, this Agreement may be terminated under any one (1) of the following conditions:

- (a) By the DEPARTMENT, if the AGENCY fails to perform its duties under this Agreement, following ten (10) days written notice.
- (b) By the DEPARTMENT, for refusal by the AGENCY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the AGENCY in conjunction with this Agreement.

11. AGREEMENT TERM

This Agreement commences upon execution by all parties and shall remain in effect for as long as the hardscape items exist.

SECTION: 86050000
PROJECT: 448405-1-52-02
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12. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the hardscape improvements shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.
- B. In the event that AGENCY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
- (1) AGENCY'S contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the DEPARTMENT as an additional insured on such policies.
 - (2) AGENCY'S contractor shall furnish AGENCY with Certificates of Insurance of Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.
 - (3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of AGENCY'S contractor is completed. All policies must be endorsed to provide the DEPARTMENT with at least thirty (30) days' notice of cancellation and or/or restriction. If any of the insurance coverage will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

13. E-VERIFY REQUIREMENTS

The AGENCY shall:

- (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and
- (b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

SECTION: 86050000
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14. SUPERSEDED AGREEMENTS

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that *are not merged herein and superseded hereby*.

15. FISCAL TERMS

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

16. DISPUTES

The DEPARTMENT'S District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

17. ASSIGNMENT

This Agreement may not be assigned or transferred by the AGENCY in whole or part without the consent of the DEPARTMENT.

18. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The AGENCY agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this agreement is decided.

19. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

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If to the DEPARTMENT:
Florida Dept. of Transportation
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Attn: Kaylee Kildare,
District IV Landscape Manager

If to the AGENCY:
Town of Lauderdale-By-The Sea
4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308
Attn: Linda Connors
Town Manager

20. LIST OF EXHIBITS

Exhibit A: Project Location and Maintenance Boundaries
Exhibit B: Hardscape Improvement Plans
Exhibit C: Approximate Cost for Hardscape Improvements
Exhibit D: Maintenance Plan for Hardscape Improvements
Exhibit E: Patterned Pavement Maintenance
Exhibit F: Resolution

SECTION: 86050000
PROJECT: 448405-1-52-02
COUNTY: Broward
STATE RD: SR A1A

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

TOWN of LAUDERDALE BY THE SEA

By: _____ Date: _____
Chairperson / Mayor / Manager

Attest: _____ (SEAL)
City Clerk

Legal Approval: _____

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____ Date: _____
Transportation Development Director

Attest: _____ (SEAL)
Executive Secretary

Legal Review: _____
Office of the District General Counsel

SECTION: 86050000
PROJECT: 448405-1-52-02
COUNTY: Broward
STATE RD: SR A1A

EXHIBIT A

PROJECT LOCATION AND MAINTENANCE BOUNDARIES

I. ROADWAY PROJECT LOCATION:

State Road A1A (N Ocean Drive) from Flamingo Avenue (M.P. 6.434) to Pine Avenue (M.P. 7443)

II. LIMITS OF MAINTENANCE FOR HARDSCAPE IMPROVEMENTS*:

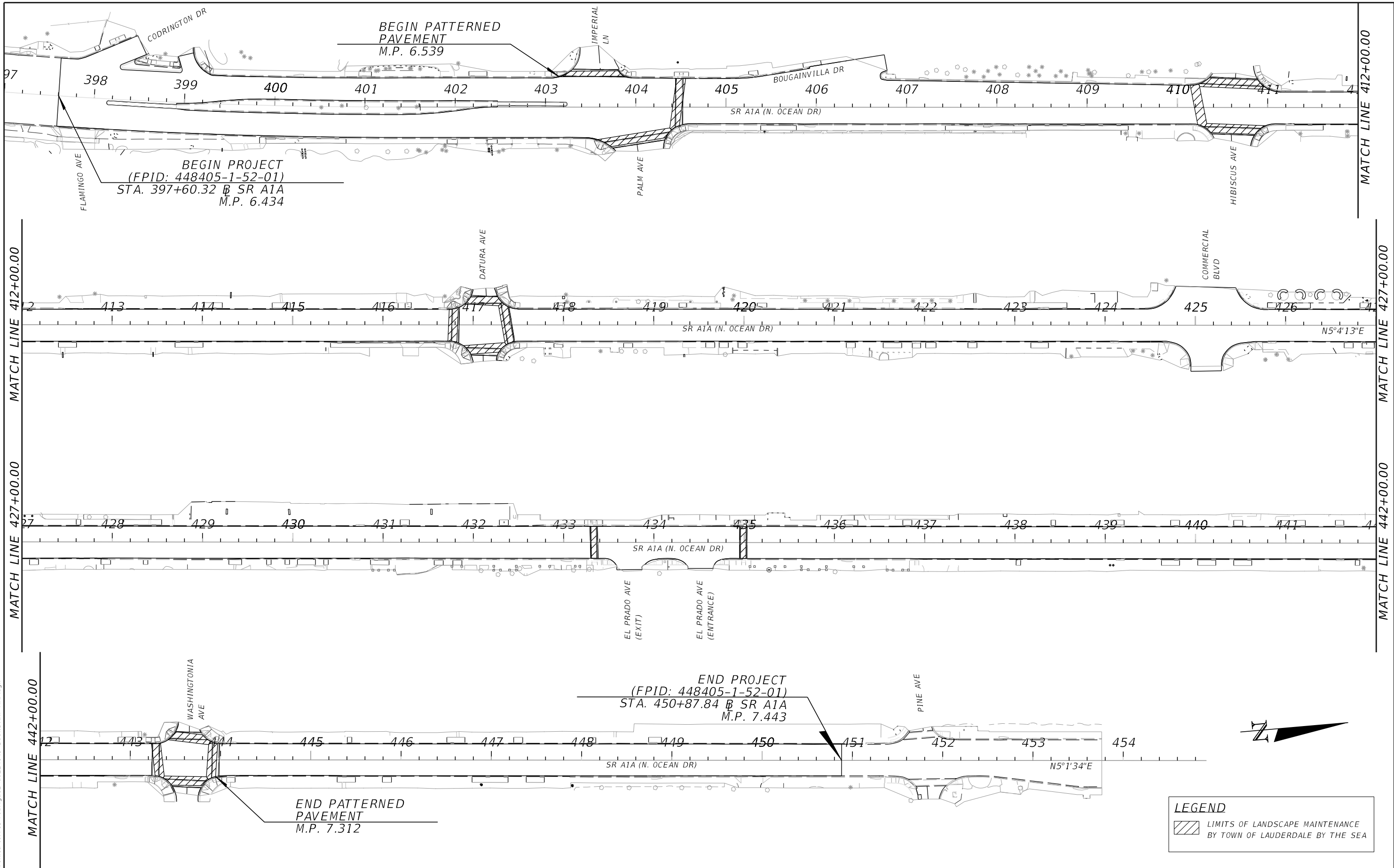
Hardscape Improvements within the limits of A1A from Imperial Lane (M.P. 6.539) to Washingtonia Avenue (M.P. 7.312)

III. HARDSCAPE MAINTENANCE BOUNDARY MAP:

See Attached

**All limits of Original Agreement and Amendments shall continue to apply.*

12/14/2023 1:34:10 PM vtorresrodriguez
c:\bms\bcc-pw-01\veronica torres rodriguez\00224143\BOUNDARY MAP.dgn



REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LAUDERDALE BY THE SEA MAINTENANCE BOUNDARY MAP	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					A1A	BROWARD	448405-1-52-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SECTION: 86050000
PROJECT: 448405-1-52-02
COUNTY: Broward
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EXHIBIT B

HARDSCAPE IMPROVEMENT PLANS

The DEPARTMENT agrees to install the Hardscape Improvements in accordance with the roadway plans and specifications for project FM# 448405-1-52-01, attached hereto and incorporated herein.

Please see attached plans prepared by: **BCC Engineering, LLC**

Roadway Plan Sheets: 1,4,11-26
Date: 9/5/2024
EOR: Michelle Rossi, PE

Signalization Plan Sheets: T-1 to T-8
Date: 9/26/2024
EOR: Hendric Mendez, PE

CONTRACT PLANS COMPONENTS

ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS
SIGNALIZATION PLANS
LIGHTING PLANS

A DETAILED INDEX APPEARS ON THE
KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3 - 4	TYPICAL SECTIONS
5	MODEL MANAGEMENT
6 - 10	PROJECT CONTROL
11	GENERAL NOTES
12 - 21	ROADWAY PLAN
22	SPECIAL DETAILS
23 - 25	TEMPORARY TRAFFIC CONTROL PLANS
26 - 35	UTILITY ADJUSTMENTS

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2025-2026 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

APPLICABLE IRs:

Standard Plans for Bridge Construction are included in the Structures Plans Component

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, January 2025-2026 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID 448405-1-52-01

BROWARD COUNTY (86050)
STATE ROAD NO. A1A
FROM FLAMINGO AVE TO SOUTH OF PINE AVE

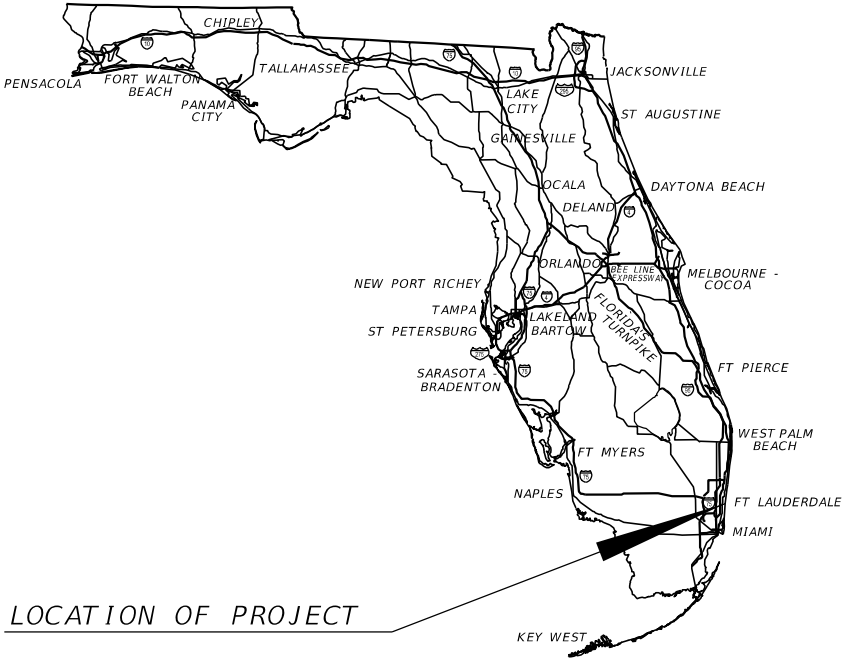
PROJECT LOCATION URL: <https://tinyurl.com/2d87dv78>

PROJECT LIMITS: BEGIN MP 6.434 - END MP 7.443

EXCEPTIONS: NONE

BRIDGE LIMITS: NONE

RAILROAD CROSSING: NONE



LOCATION OF PROJECT

ROADWAY PLANS
ENGINEER OF RECORD:

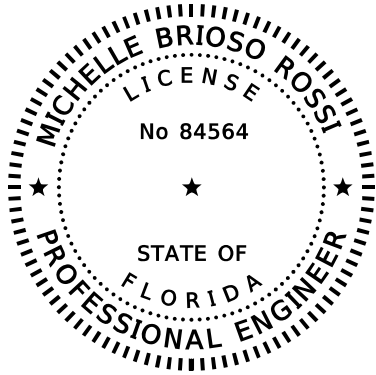
MICHELLE BRIOSO ROSSI, P.E.
P.E. LICENSE NUMBER 84564
BCC ENGINEERING, LLC.
4901 NW 17TH WAY, SUITE 506
FORT LAUDERDALE, FL 33309
CONTRACT NO.: CAE71
VENDOR NO.: F650540100001

FDOT PROJECT MANAGER:

KRIS MCKIRDY, P.E.

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
	26	13 of 55

11/1/2023 11:34:19 AM nhardanian c:\bms\bbc-pw-01\Josue_rodriguez\0205534\SIGNRD01.dgn



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED AND
THE SIGNATURE MUST BE VERIFIED ON
ANY ELECTRONIC COPIES.

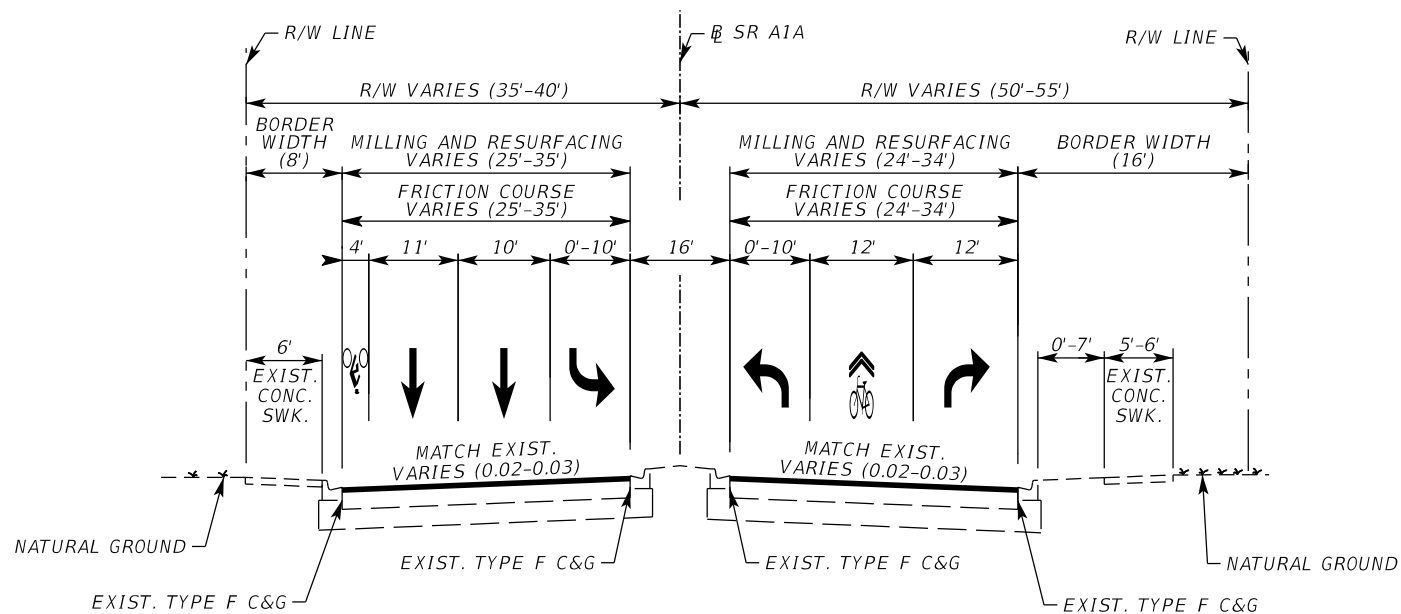
BCC ENGINEERING, LLC.
4901 NW 17TH WAY, SUITE 506
FORT LAUDERDALE, FL 33309
MICHELLE BRIOSO ROSSI, P.E. NO. 84564

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3 - 4	TYPICAL SECTIONS
5	MODEL MANAGEMENT
6 - 10	PROJECT CONTROL
11	GENERAL NOTES
12 - 21	ROADWAY PLAN
22	SPECIAL DETAILS
23 - 25	TEMPORARY TRAFFIC CONTROL PLANS
26 - 35	UTILITY ADJUSTMENTS

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNATURE SHEET	SHEET NO.	
DATE	DESCRIPTION		DATE	DESCRIPTION		ROAD NO.	COUNTY		FINANCIAL PROJECT ID	Page 14 of 55
				MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309		A1A	BROWARD		448405-1-52-01	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



SR A1A (N OCEAN DRIVE)
STA. 397+60.32 TO STA. 403+67.52

MILLING AND RESURFACING
MILL EXISTING ASPHALT PAVEMENT (2")
RESURFACE WITH FRICTION COURSE FC-12.5 (TRAFFIC C) (2") (PG 76-22)

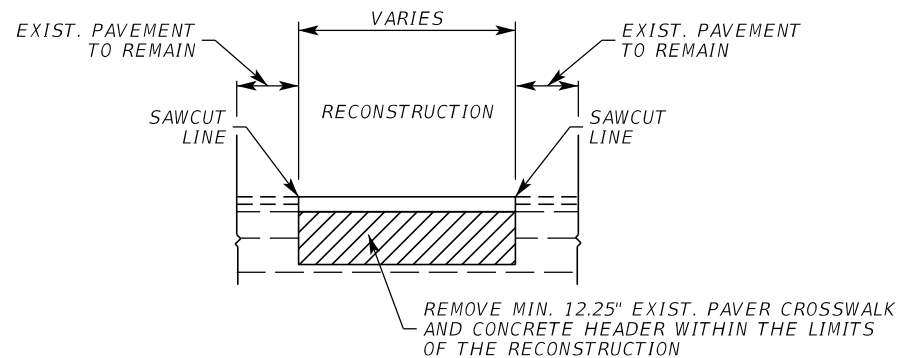
TRAFFIC DATA

CURRENT YEAR = 2022 AADT = 20100
ESTIMATED OPENING YEAR = 2026 AADT = 21000
ESTIMATED DESIGN YEAR = 2046 AADT = 23000
K = 9.0% D = 54.5% T = 5.4% (24 HOUR)
DESIGN HOUR T = 2.7%
DESIGN SPEED = 30 MPH
CONTEXT CLASSIFICATION = C4

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TYPICAL SECTION	SHEET NO.
DATE	DESCRIPTION		DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	A1A	BROWARD	448405-1-52-01	Page 15 of 55

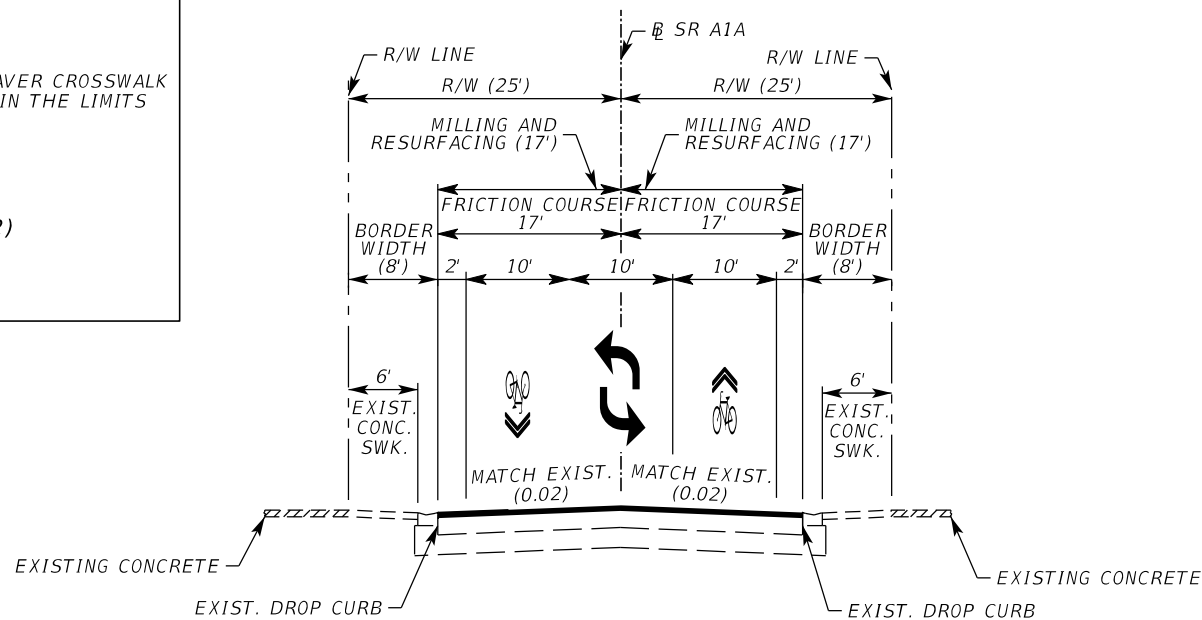
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REMOVAL OF EXISTING
PAVER CROSSWALKS DETAIL



PAVER CROSSWALK RECONSTRUCTION

FRICTION COURSE FC-12.5 (TRAFFIC C) (2") (PG 76-22)
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (1.25")
OPTIONAL BASE GROUP 15 (TYPE B-12.5 ONLY) (9")



SR A1A (N OCEAN DRIVE)
STA. 403+67.52 TO STA. 450+87.84

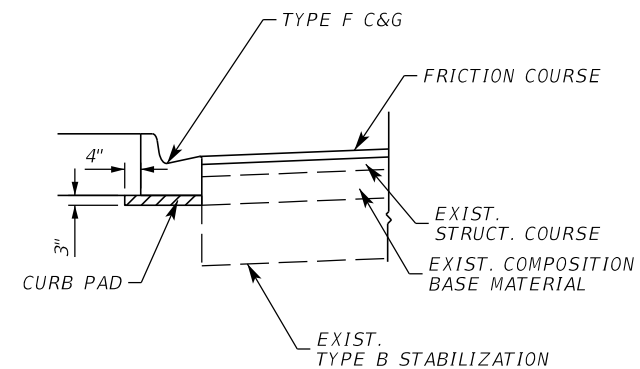
MILLING AND RESURFACING

MILL EXISTING ASPHALT PAVEMENT (2")
RESURFACE WITH FRICTION COURSE FC-12.5 (TRAFFIC C) (2") (PG 76-22)

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CURRENT YEAR = 2022 AADT = 20100
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K = 9.0% D = 54.5% T = 5.4% (24 HOUR)
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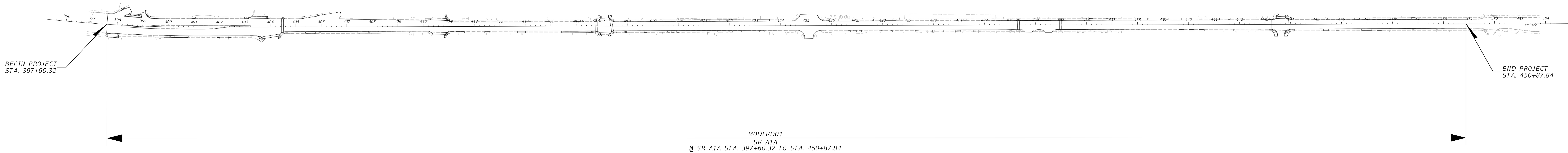
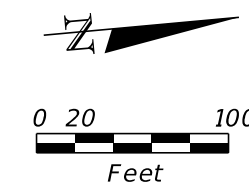
N.T.S.
CURB PAD DETAIL



REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
						A1A	BROWARD	448405-1-52-01	

TYPICAL SECTION

Page 16 of 55



PROJECT CONTROL POINTS
TRAVERSING THROUGH SECTION 18 & SECTION 19,
TOWNSHIP 49S, RANGE 43E

LEGEND

- BL

=

BASELINE

CCR

=

CERTIFIED CORNER RECORD

CMON

=

CONCRETE MONUMENT

CONC.

=

CONCRETE

COR.

=

CORNER

D

=

DEGREE

EXIST.

=

EXISTING

Δ

=

CURVE DELTA ANGLE

FND.

=

FOUND

F.P.

=

FINANCIAL PROJECT

ID

=

IDENTIFICATION

I.P.

=

IRON PIPE

I.P.&C.

=

IRON PIPE AND CAP

I.R.

=

IRON ROD

I.R.&C.

=

IRON ROD AND CAP

L

=

LENGTH OF CURVE

LB

=

LICENSED BUSINESS

L/A

=

LIMITED ACCESS

LT.

=

LEFT

MAG

=

SURVEY NAIL WITH "MAG"
STAMPED INTO NAIL HEAD

MP

=

MILE POST

NO.

=

NUMBER

N/A

=

NOT APPLICABLE

NL

=

NAIL

NL&D

=

NAIL & DISK
- N.T.S.

=

NOT TO SCALE
- NL&TT

=

NAIL AND TIN TAB
- PG.

=

PAGE
- PK

=

PARKER KALON SURVEYOR'S NAIL
NAIL HEAD STAMPED "PK"
- PSM

=

PROFESSIONAL SURVEYOR AND MAPPER
- (P)

=

PLAT
- P.B.

=

PLAT BOOK
- PC

=

POINT OF CURVE
- PI

=

POINT OF INTERSECTION
- PT

=

POINT OF TANGENCY
- R

=

RADIUS
- RGE.

=

RANGE
- R/W

=

RIGHT OF WAY
- SEC.

=

SECTION
- S.R.

=

STATE ROAD
- SRD

=

STATE ROAD DEPARTMENT
- STA.

=

STATION NUMBER
- T

=

TANGENT
- TWP.

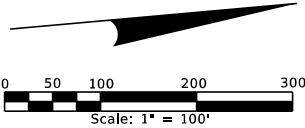
=

TOWNSHIP
- " "

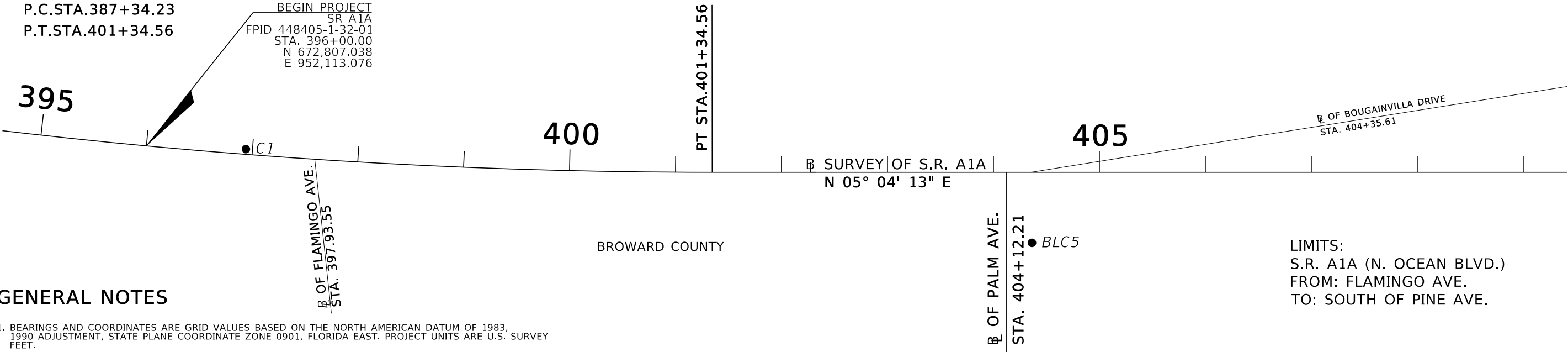
=

TEXT ENCLOSED IN QUOTATION MARKS
IS THE STAMPING ON FOUND CAP OR DISK
- =

TYPICAL SYMBOL USED FOR ALL TYPES OF
SET OR FOUND MONUMENTATION



Curve C1
P.I.STA.394+37.90
Δ = 14° 00' 12" (LT)
D = 1° 00' 00"
T = 703.67'
L = 1,400.33'
R = 5,729.58'
P.C.STA.387+34.23
P.T.STA.401+34.56



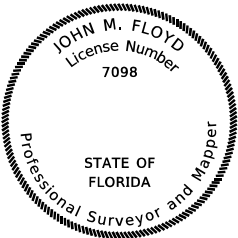
GENERAL NOTES

1. BEARINGS AND COORDINATES ARE GRID VALUES BASED ON THE NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT, STATE PLANE COORDINATE ZONE 0901, FLORIDA EAST. PROJECT UNITS ARE U.S. SURVEY FEET.
2. ELEVATIONS HEREIN ARE REFERENCED TO THE NORTH AMERICN VERTICAL DATUM (N.A.V.D.) 1988.
3. THIS BASELINE SHOWN HEREON IS A GRAPHIC REPRESENTATION BASED ON FOUND RIGHT OF WAY MONUMENTATION RELATED TO THE REFERENCED RIGHT OF WAY MAPS AND DOCUMENTS. THE BASELINE OF SURVEY WAS NOT FIELD LOCATED OR PHYSICALLY STAKED IN THE FIELD.
4. DRMP, INC. SET AND ESTABLISHED ADDITIONAL HORIZONTAL AND VERTICAL PROJECT SURVEY CONTROL AS PART OF THIS PROJECT. HORIZONTAL VALUES WERE ESTABLISHED VIA MULTIPLE INDEPENDENT KINEMATIC GNSS OBSERVATIONS, AND VERTICAL VALUES WERE ESTABLISHED VIA DIFFERENTIAL LEVELING TECHNIQUES.
5. ALL STATION AND OFFSETS ARE REFERENCED TO THE S.R. A1A BASELINE OF SURVEY.
6. ALL DISTANCES, ANGLES, BEARINGS, STATIONS, OFFSETS, AND COORDINATES ARE CALCULATED UNLESS OTHERWISE NOTED.
7. THE OFFICIAL RECORD OF THIS PROJECT SURVEY CONTROL IS THE DIGITALLY SIGNED AND SEALED SURVEYOR'S REPORT FOR FINANCIAL PROJECT IDENTIFICATION NUMBER 448405-1-32-01, AS SUBMITTED TO THE TURNPIKE SURVEYOR AND MAINTAINED AT FLORIDA'S TURNPIKE ENTERPRISE HEADQUARTERS.
8. PROJECT GEOPAK DATABASE: job01.gpk
9. FIELD WORK WAS PERFORMED TO VERIFY INFORMATION ON THIS DRAWING. RIGHT OF WAY LINES, SECTION LINES, ALIGNMENTS AND SUBDIVISIONS ARE BASED ON FOUND MONUMENTATION. AREAS WHERE THERE WAS NO FOUND MONUMENTATION ARE AN APPROXIMATE GRAPHIC REPRESENTATION BASED UPON THE BEST AVAILABLE INFORMATION INCLUDING CALCULATIONS, GIS SHAPE FILES, AERIAL IMAGES AND EXISTING MAPS.
10. THE BASELINE WAS NOT PHYSICALLY STAKED IN THE FIELD.
11. THE OFFICIAL RECORDS OF THESE SHEETS IS THE SURVEYOR'S REPORT DATED 12/12/2022 BY JOHN M. FLOYD, PSM.

LIMITS:
S.R. A1A (N. OCEAN BLVD.)
FROM: FLAMINGO AVE.
TO: SOUTH OF PINE AVE.

I HEREBY CERTIFY TO THE DEPARTMENT OF TRANSPORTATION, DISTRICT 4, THAT THIS SPECIFIC PURPOSE SURVEY WAS MADE FOR THE PURPOSE OF SURVEYING, REFERENCING, DESCRIBING AND MAPPING THE PROJECT NETWORK CONTROL FOR THE TRANSPORTATION FACILITY DEPICTED HEREON AND THAT SAID SURVEY WAS DONE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES. THIS MAP CONSISTING OF SHEETS CTL-1 THROUGH CTL-3, IS A TRUE ACCURATE AND COMPLETE DEPICTION OF THE RESULTS OF A FIELD SURVEY PERFORMED UNDER MY DIRECTION AND COMPLETED ON 03 MARCH 2023. THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

JOHN M. FLOYD, PSM
FLORIDA LICENSE NO. 7098

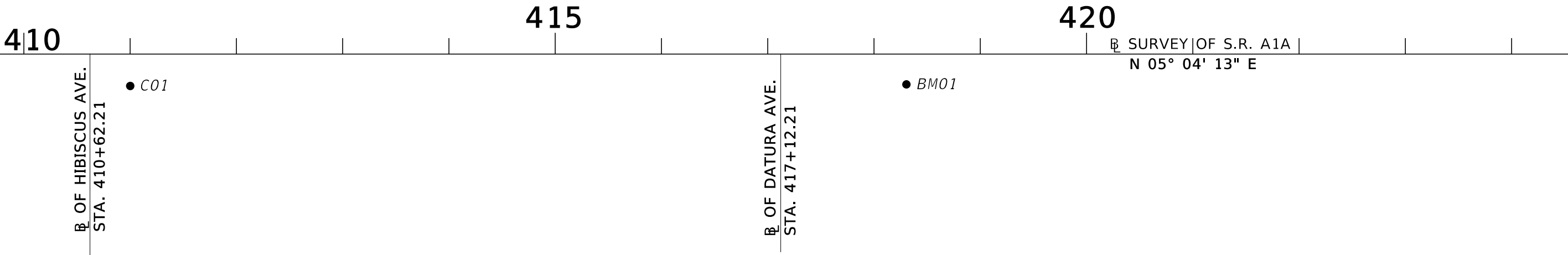
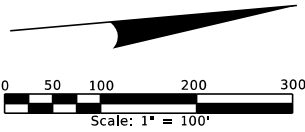


PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENTS.

REVISIONS				ENGINEER OF RECORD			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PROJECT CONTROL	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309			ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
							A1A	BROWARD	448405-1-52-01		

PROJECT CONTROL POINTS

TRAVERSING THROUGH SECTION 18,
TOWNSHIP 49S, RANGE 43E



BROWARD COUNTY

SEE SHEET 1 FOR GENERAL NOTES AND LEGEND

LIMITS:
S.R. A1A (N. OCEAN BLVD.)
FROM: FLAMINGO AVE.
TO: SOUTH OF PINE AVE.

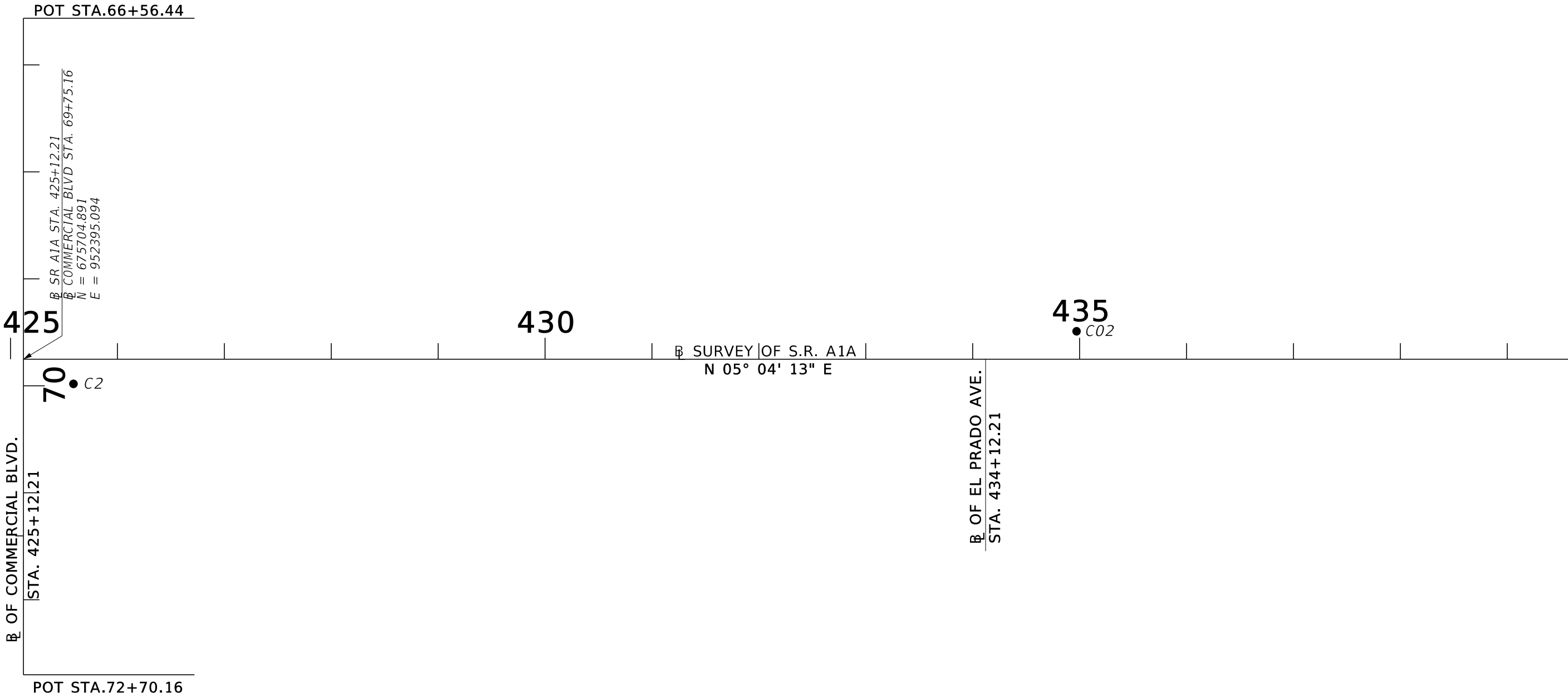
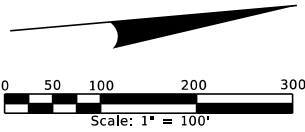
REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PROJECT CONTROL	SHEET NO.	
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						A1A	BROWARD	448405-1-52-01			

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

PROJECT CONTROL POINTS

TRAVERSING THROUGH SECTION 18,
TOWNSHIP 49S, RANGE 43E



SEE SHEET 1 FOR GENERAL NOTES AND LEGEND

LIMITS:
S.R. A1A (N. OCEAN BLVD.)
FROM: FLAMINGO AVE.
TO: SOUTH OF PINE AVE.

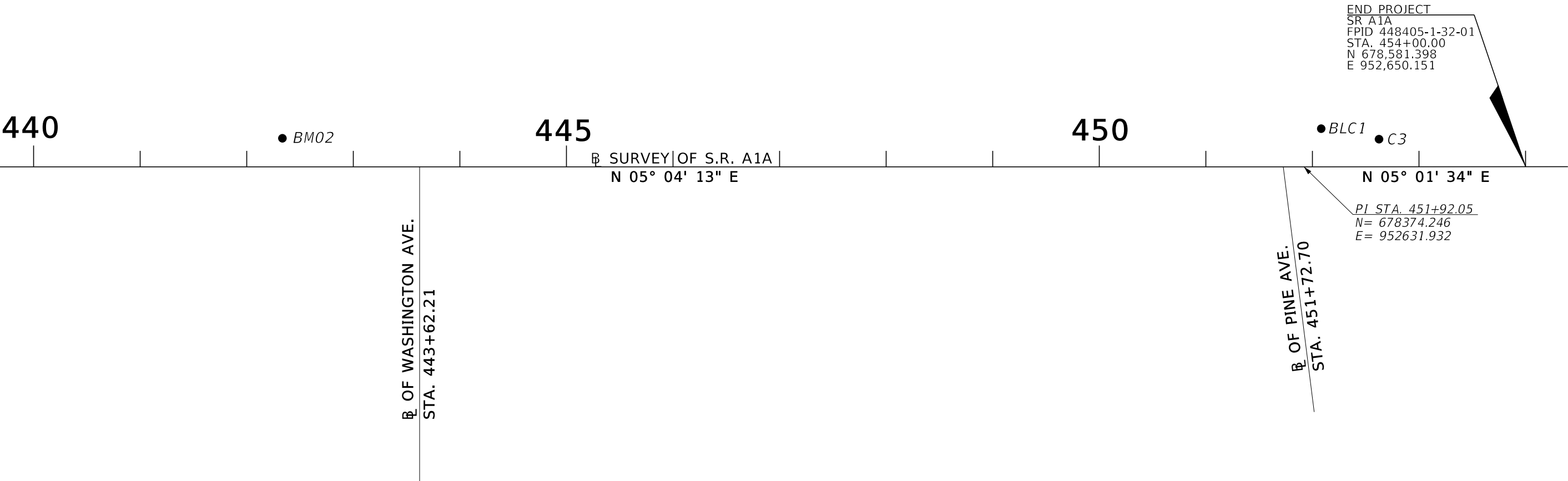
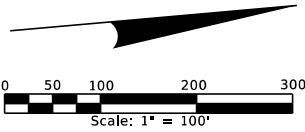
REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PROJECT CONTROL	SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		Page 20 of 55	8
						A1A	BROWARD	448405-1-52-01			

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

PROJECT CONTROL POINTS

TRAVERSING THROUGH SECTION 18 & SECTION 7
TOWNSHIP 49S, RANGE 43E



BROWARD COUNTY

SEE SHEET 1 FOR GENERAL NOTES AND LEGEND

LIMITS:
S.R. A1A (N. OCEAN BLVD.)
FROM: FLAMINGO AVE.
TO: SOUTH OF PINE AVE.

REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PROJECT CONTROL	SHEET NO.	
DATE	DESCRIPTION		DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
						A1A	BROWARD	448405-1-52-01			

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

PROJECT CONTROL POINTS

TRAVERSING THROUGH SECTION 18
TOWNSHIP 49S, RANGE 43E

PRIMARY NETWORK CONTROL									
STAMPING ID	NORTHING (Y)	EASTING (X)	SCALE FACTOR	LATITUDE	LONGITUDE	Ç STATION	OFFSET	ELEVATION (Z)	DESCRIPTION
BLC01	678393.540	952597.670	1.00004193	26°11'49.8810"	80°05'45.5790"	452+08.27	-35.82	8.71	FOUND CONCRETE MONUMENT WITH ALUMINUM DISC STAMPED "A1A 86-18-C1"
BLC05	673631.310	952277.880	1.00004172	26°11'02.7406"	80°05'49.4531"	404+36.38	66.50	9.07	FOUND CONCRETE MONUMENT WITH ALUMINUM DISC STAMPED "A1A 86-18-C5"
C1	672900.281	952124.337	1.00004161	26°10'55.5114"	80°05'51.1942"	396+93.83	-5.00	11.27	FOUND CONCRETE MONUMENT IN CURB WITH BRASS DISK STAMPED "A1A-86-17-C01"
C2	675749.393	952422.179	1.00004181	26°11'23.7069"	80°05'47.7075"	425+58.93	23.05	9.77	FOUND CONCRETE MONUMENT IN CURB WITH BRASS DISK STAMPED "A1A-86-17-C02"
C3	678446.754	952612.273	1.00004194	26°11'50.4070"	80°05'45.4146"	452+62.56	-25.94	8.94	FOUND CONCRETE MONUMENT IN CURB WITH BRASS DISK STAMPED "A1A-86-17-C03"
BM01	675023.331	952363.276	1.00004177	26°11'16.5205"	80°05'48.4095"	418+30.50	28.54	9.32	SET CONCRETE MONUMENT WITH BRASS DISK STAMPED "A1A-86-22-BM01"
BM02	677421.752	952520.512	1.00004188	26°11'40.2623"	80°05'46.5002"	442+33.43	-26.81	8.90	SET CONCRETE MONUMENT WITH BRASS DISK STAMPED "A1A-86-22-BM02"
C01	674295.649	952300.208	1.00004173	26°11'09.3183"	80°05'49.1573"	411+00.09	30.03	8.86	SET CONCRETE MONUMENT WITH BRASS DISK STAMPED "A1A-86-22-C01"
C02	676688.371	952456.079	1.00004184	26°11'33.0037"	80°05'47.2636"	434+97.23	-26.17	10.37	SET CONCRETE MONUMENT WITH BRASS DISK STAMPED "A1A-86-22-C02"

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PROJECT CONTROL	SHEET NO.
DATE	DESCRIPTION		DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	A1A	BROWARD	448405-1-52-01		10 Page 22 of 55

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GENERAL NOTES

1. ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS:

MATT FLOYD, P.S.M.
P.S.M. NO.: 7098
DRMP, INC.
6853 SW 18TH STREET, SUITE 310
BOCA RATON, FL, 33433-7056

2. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED Vv, Vh AND Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED/

3. UTILITY/AGENCY OWNERS FOR THIS PROJECT INCLUDE:

COMPANY	CONTACT	TELEPHONE NUMBERS
AT&T FLORIDA	HENRY URENA	(954) 260-0615
BROWARD COUNTY WWS	GEORGE SERBANESCU	(954) 831-0891
CITY OF FT. LAUDERDALE	GARY FOSTER	(954) 828-6998
CITY OF POMPANO BEACH	NATHANIEL WATSON	(954) 786-5508
COMCAST	JUSTIN CASSELL	(786) 427-4049
FP&L-DISTRIBUTION	AKRUM JOMAA	(954) 321-2067
FP&L-TRANSMISSION	GRETCHEN DILLMAN	(561) 904-3707
HOTWIRE COMMUNICATIONS	WALTER SANCHO-DAVILA	(954) 248-7396
TECO PEOPLE'S GAS	MAX CHAMORRO	(954) 453-0812
VERIZON/MCI	JOHN HANSON	(214) 412-7878

4. BC TRANSIT NOTES:

- MAINTAIN PASSENGER ACCESS TO AND FROM BUS STOPS DURING CONSTRUCTION.
- IN THE EVENT THAT THE PROJECT IS TO IMPACT ANY BUS STOP, COORDINATE THE TEMPORARY RELOCATION OF THE BUS STOP OR BUS STOPS WITH KURT PETGRAVE AT 954-357-6793, KPETGRAVE@BROWARD.ORG AT LEAST 2 WEEKS BEFORE THE START OF CONSTRUCTION.
- EXISTING BUS SHELTER, BUS STOP SIGN AND SIGN POST, BIKE RACK AND AMENITIES SHALL BE PROTECTED FROM BEING DAMAGED DURING CONSTRUCTION AND REINSTATED IN ORIGINAL CONDITION, ANY DAMAGE AT CONTRACTOR'S EXPENSE.

5. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT MILLED MATERIAL FROM ENTERING THE DRAINAGE SYSTEM. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING INLETS CLEAN OF PAVING MATERIAL, SILT, LIMEROCK, AND DEBRIS DURING THE CONSTRUCTION AT NO ADDITIONAL COST.

6. CONTRACTOR TO PROVIDE TREE PROTECTION AT LOCATIONS WHERE EXISTING TREES AND/OR BUSHES ARE AFFECTED DURING CONSTRUCTION.

7. REQUEST THAT THE ENGINEER COORDINATE DISPOSITION OF ANY REMOVED PAVERS NOT NECESSARY FOR THE COMPLETION OF THE WORK, AND BE PREPARED TO RETURN UNUSED PAVERS TO PROPERTY OWNER(S). DISPOSE OF ANY PAVERS THE ENGINEER INFORMS A UNWANTED BY THE PROPERTY OWNER(S).

8. FOR PATTERNED PAVEMENT, REQUEST THAT THE ENGINEER COORDINATE WITH LAUDERDALE BY THE SEA DEPUTY TOWN MANAGER KEN RUBACH (KENR@LAUDERDALEBYTHESEA-FL.GOV) FOR APPROVAL.

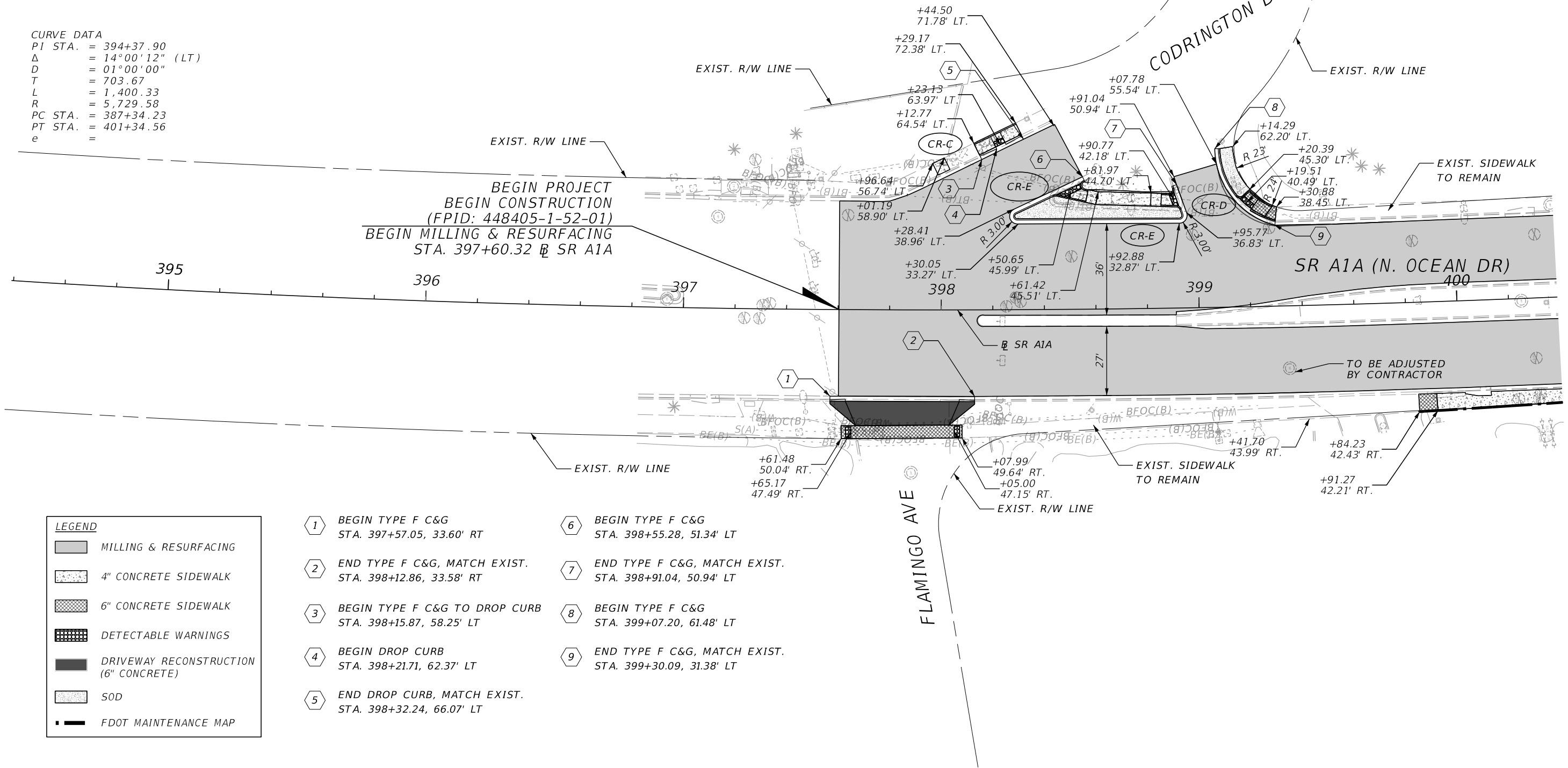
CONSTRUCTABILITY SUBMITTAL NOTES FOR REVIEWER

1. A RRR REPORT HAS BEEN PREPARED AND IS INCLUDED IN THIS SUBMITTAL.
2. DESIGN VARIATIONS ARE BEING PROCESSED FOR:
- BICYCLE FACILITIES
3. PEDESTRIAN DETOURS WILL BE INCLUDED IN THE BIDDABILITY SUBMITTAL.

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	GENERAL NOTES 11 Page 23 of 55
					A1A	BROWARD	448405-1-52-01	

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CURVE DATA
PI STA. = 394+37.90
Δ = 14°00'12" (LT)
D = 01°00'00"
T = 703.67
L = 1,400.33
R = 5,729.58
PC STA. = 387+34.23
PT STA. = 401+34.56
e =



LEGEND

- MILLING & RESURFACING
- 4" CONCRETE SIDEWALK
- 6" CONCRETE SIDEWALK
- DETECTABLE WARNINGS
- DRIVEWAY RECONSTRUCTION (6" CONCRETE)
- SOD
- FDOT MAINTENANCE MAP

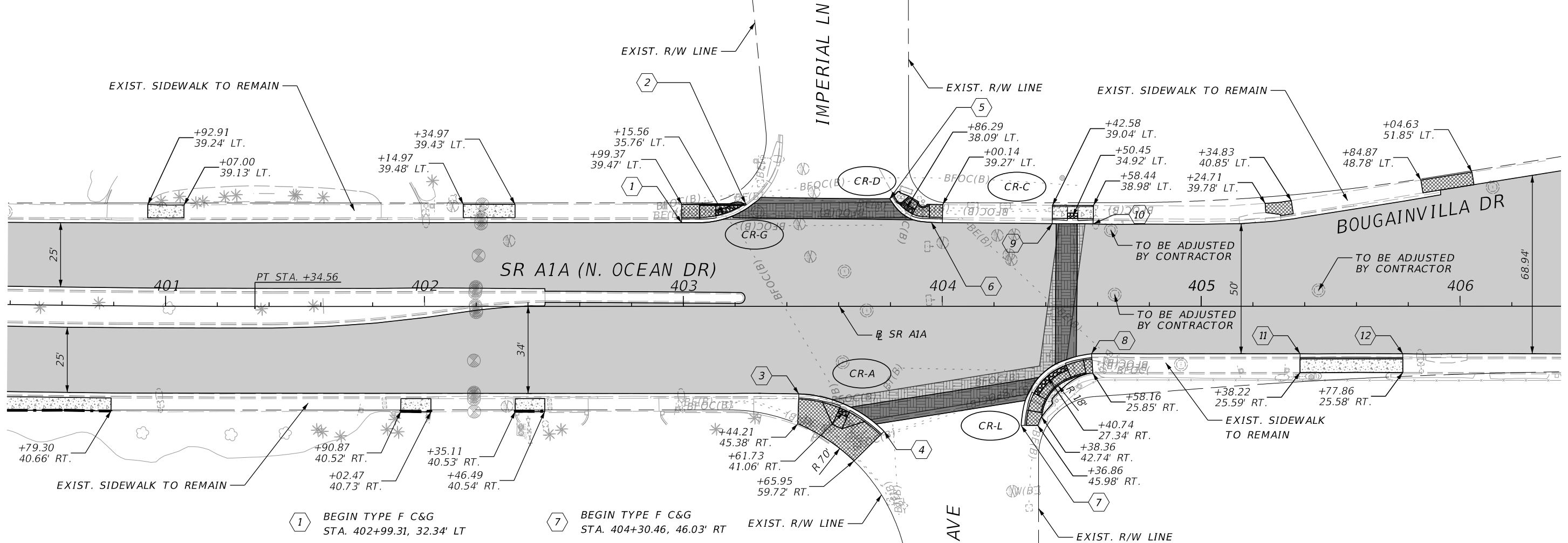
- 1 BEGIN TYPE F C&G STA. 397+57.05, 33.60' RT
- 2 END TYPE F C&G, MATCH EXIST. STA. 398+12.86, 33.58' RT
- 3 BEGIN TYPE F C&G TO DROP CURB STA. 398+15.87, 58.25' LT
- 4 BEGIN DROP CURB STA. 398+21.71, 62.37' LT
- 5 END DROP CURB, MATCH EXIST. STA. 398+32.24, 66.07' LT
- 6 BEGIN TYPE F C&G STA. 398+55.28, 51.34' LT
- 7 END TYPE F C&G, MATCH EXIST. STA. 398+91.04, 50.94' LT
- 8 BEGIN TYPE F C&G STA. 399+07.20, 61.48' LT
- 9 END TYPE F C&G, MATCH EXIST. STA. 399+30.09, 31.38' LT

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLANS (01)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					A1A	BROWARD	448405-1-52-01		

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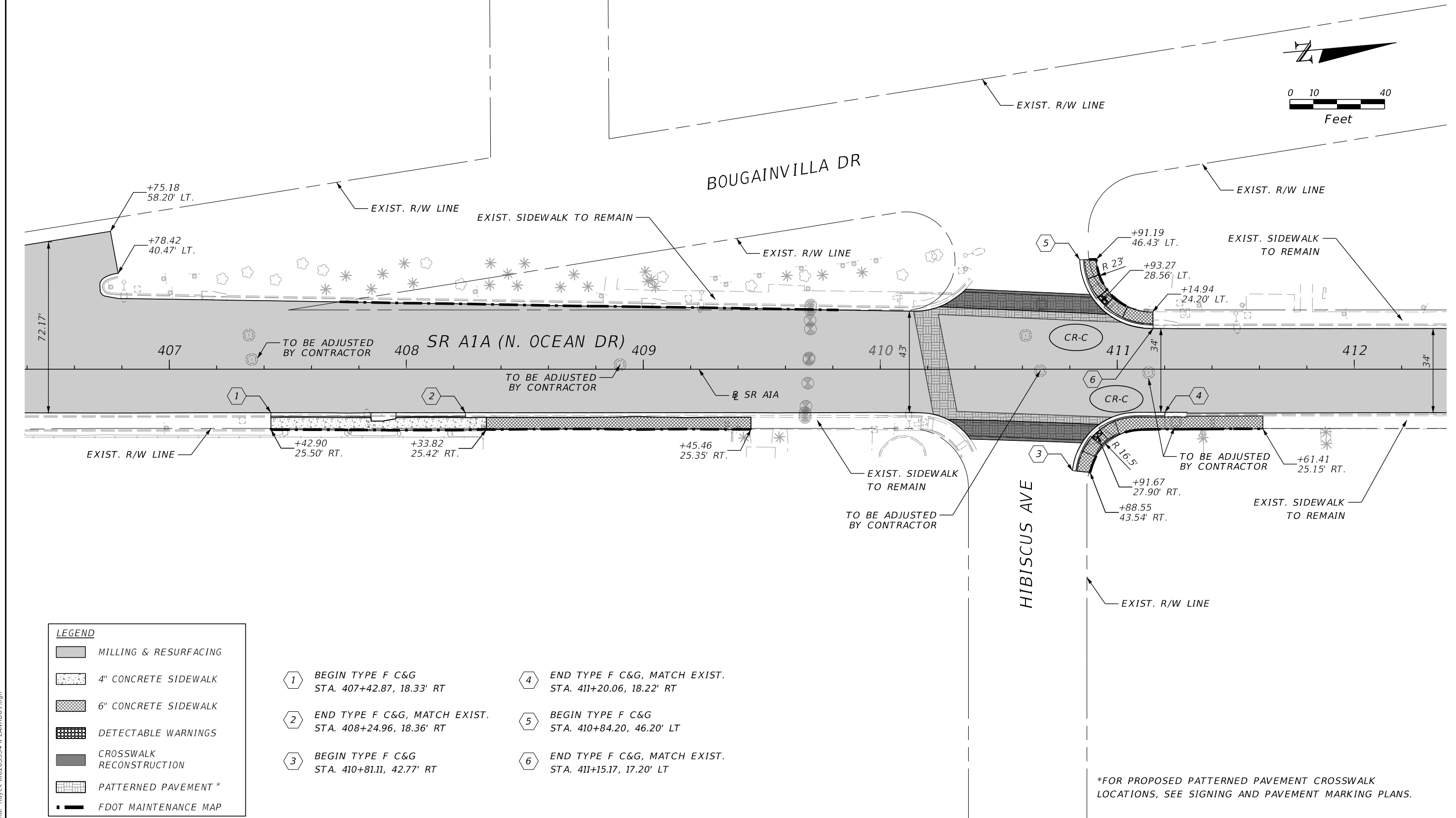
-  MILLING & RESURFACING
-  4" CONCRETE SIDEWALK
-  6" CONCRETE SIDEWALK
-  DETECTABLE WARNINGS
-  CROSSWALK RECONSTRUCTION
-  PATTERNED PAVEMENT *
-  SOD
-  FDOT MAINTENANCE MAP

- | | |
|---|--|
| 1 BEGIN TYPE F C&G
STA. 402+99.31, 32.34' LT | 7 BEGIN TYPE F C&G
STA. 404+30.46, 46.03' RT |
| 2 END TYPE F C&G, MATCH EXIST.
STA. 403+24.04, 39.76' LT | 8 END TYPE F C&G, MATCH EXIST.
STA. 404+57.66, 18.33' RT |
| 3 BEGIN TYPE F C&G
STA. 403+44.62, 33.84' RT | 9 BEGIN TYPE F C&G
STA. 404+42.50, 31.94' LT |
| 4 END TYPE F C&G, MATCH EXIST.
STA. 403+77.54, 48.31' RT | 10 END TYPE F C&G, MATCH EXIST.
STA. 404+58.35, 31.80' LT |
| 5 BEGIN TYPE F C&G
STA. 403+79.74, 41.60' LT | 11 BEGIN TYPE F C&G
STA. 405+38.22, 18.33' RT |
| 6 END TYPE F C&G, MATCH EXIST.
STA. 403+95.76, 32.52' LT | 12 END TYPE F C&G, MATCH EXIST.
STA. 405+77.87, 18.36' RT |

*FOR PROPOSED PATTERNED PAVEMENT CROSSWALK
LOCATIONS, SEE SIGNING AND PAVEMENT MARKING PLANS.

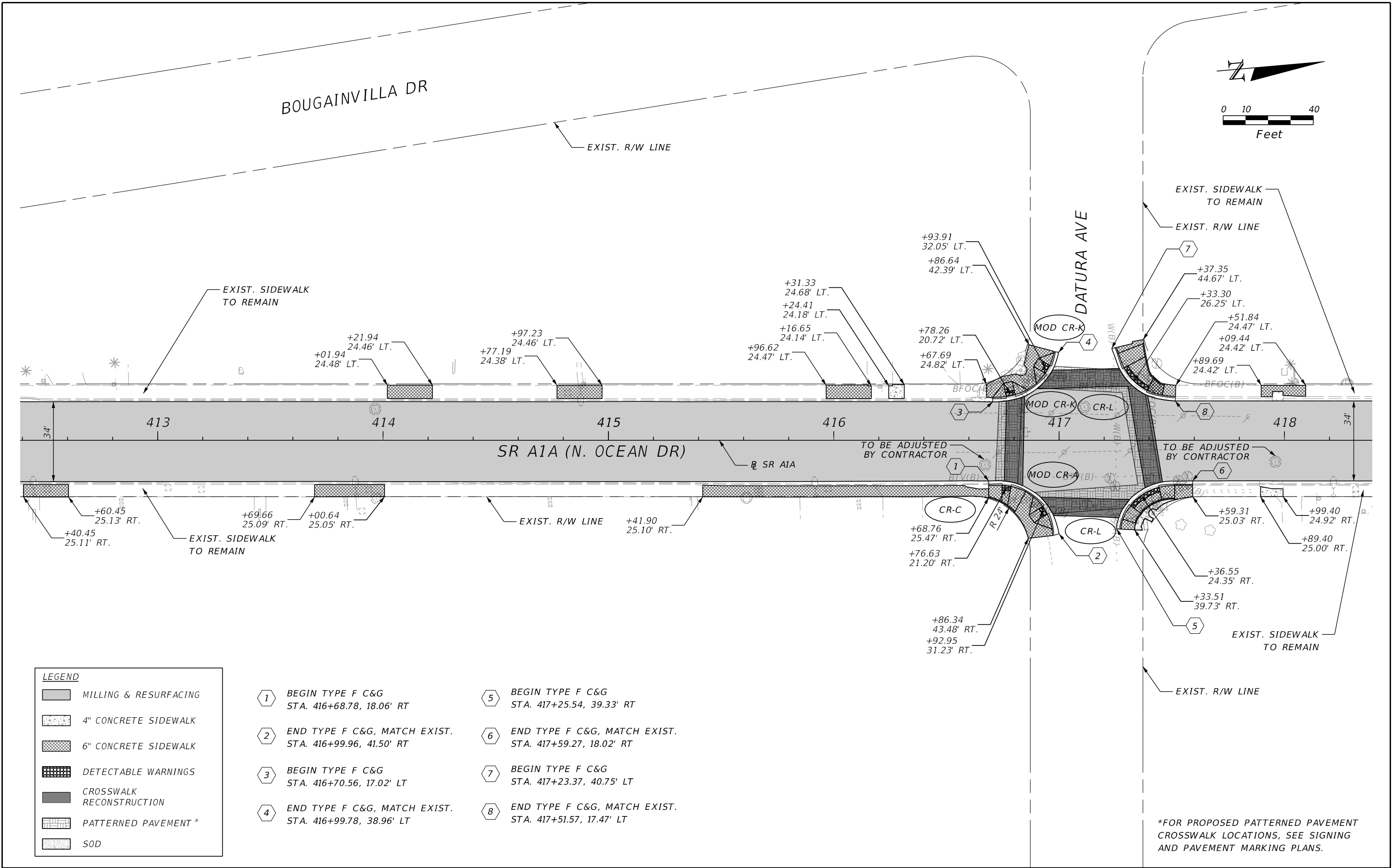
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DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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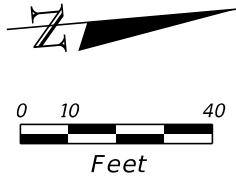
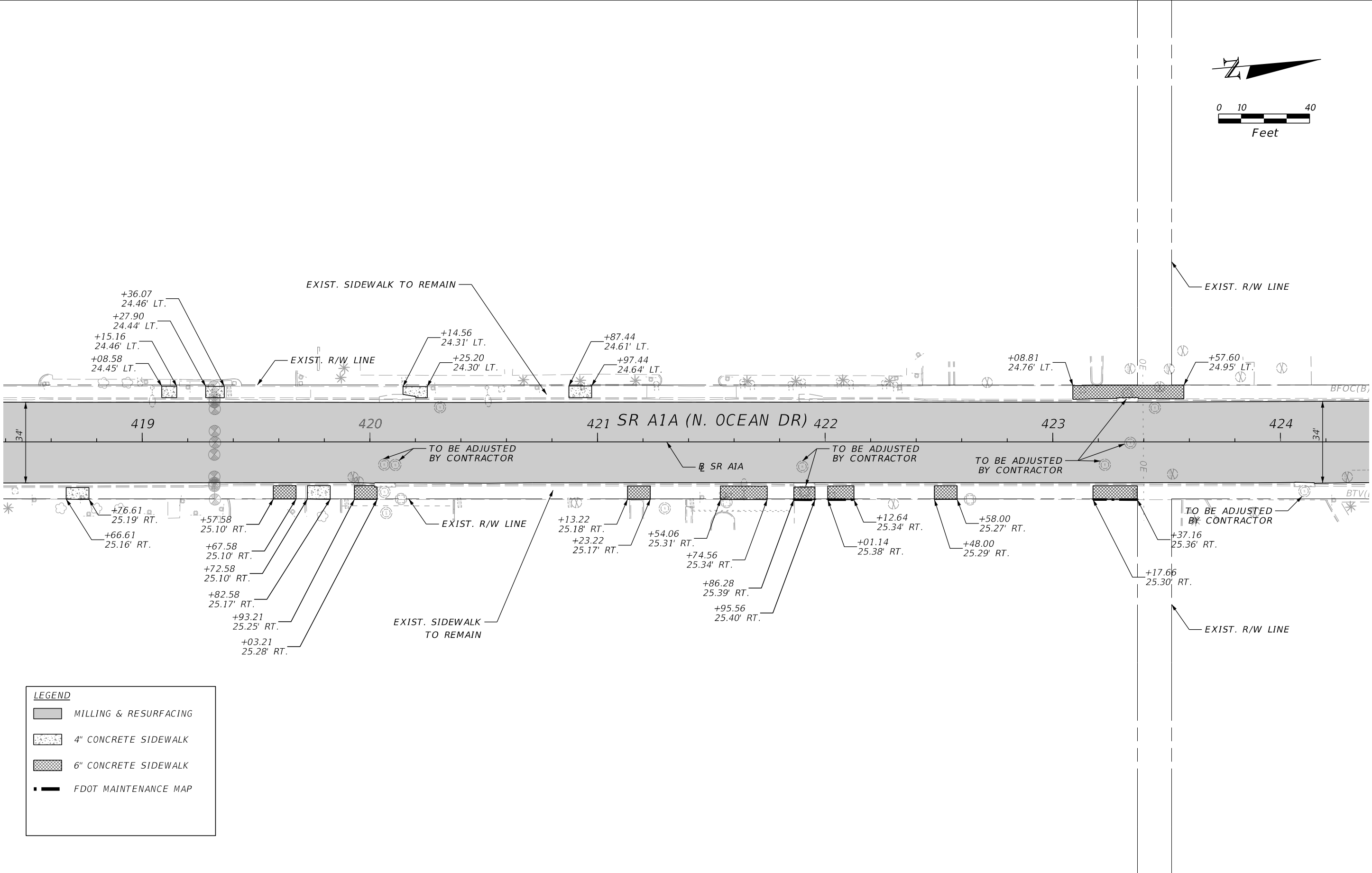
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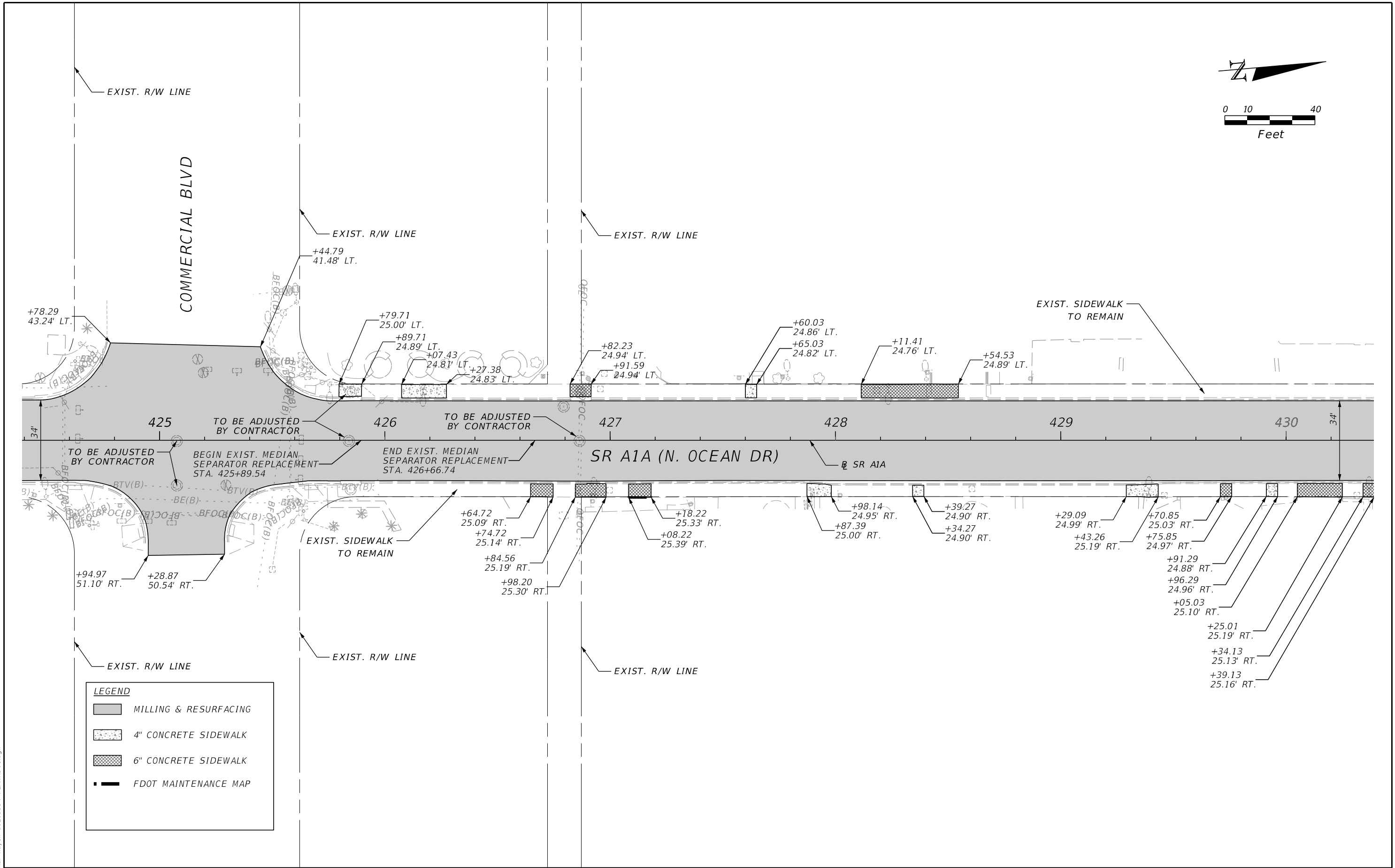
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DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						A1A	BROWARD	448405-1-52-01		

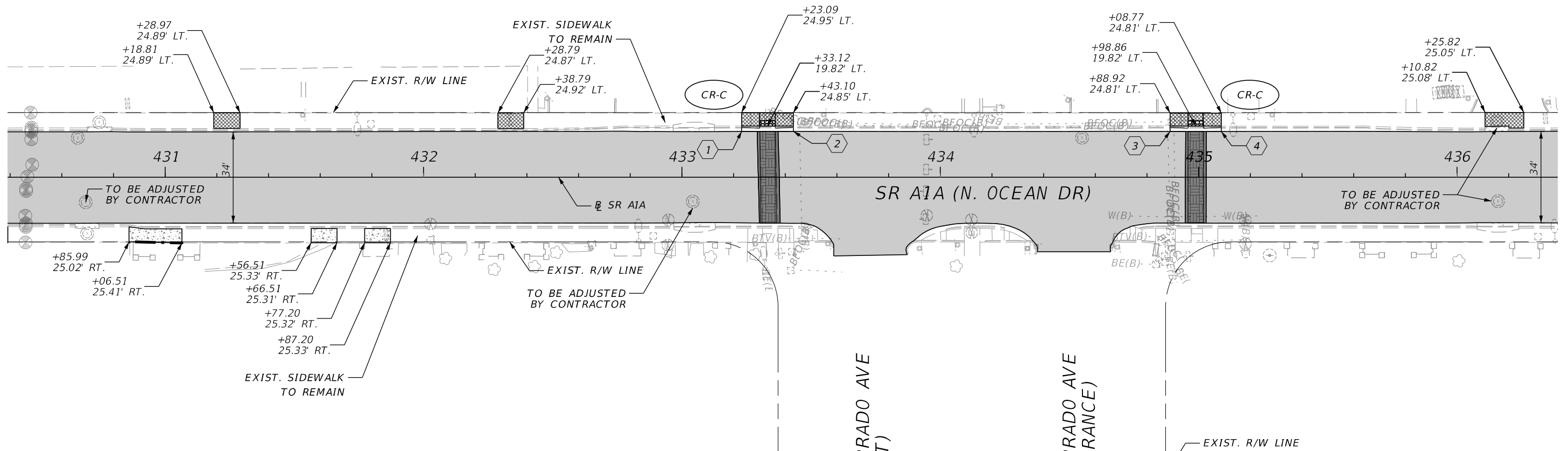
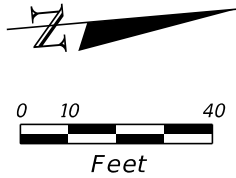
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REVISIONS				ENGINEER OF RECORD			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLANS (06)	SHEET NO.
DATE	DESCRIPTION		DATE	DESCRIPTION			ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	A1A	BROWARD	448405-1-52-01		

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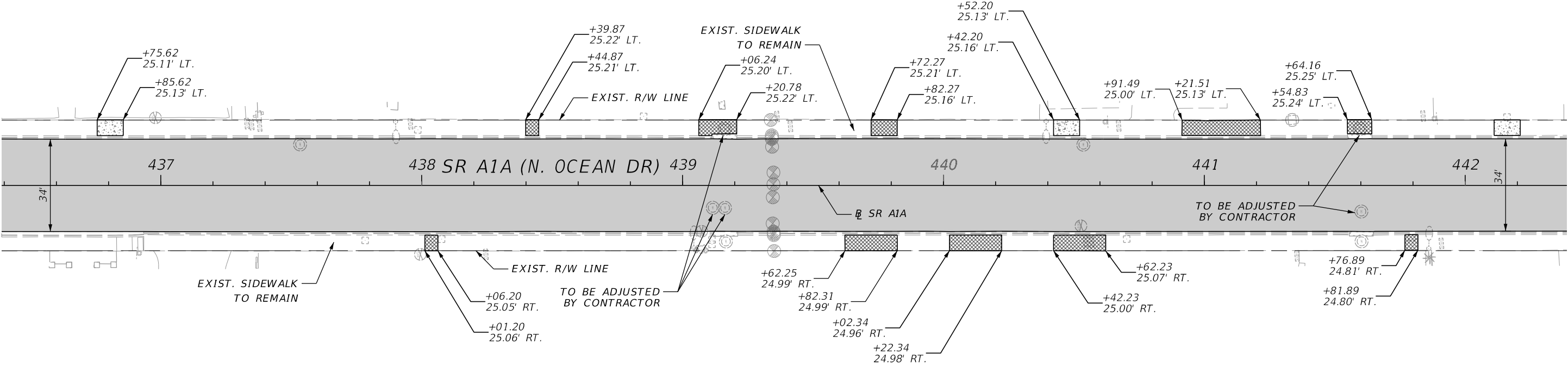
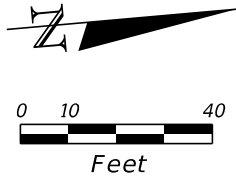
LEGEND

- MILLING & RESURFACING
- 4" CONCRETE SIDEWALK
- 6" CONCRETE SIDEWALK
- DETECTABLE WARNINGS
- CROSSWALK RECONSTRUCTION
- PATTERNED PAVEMENT *
- FDOT MAINTENANCE MAP

- 1 BEGIN TYPE F C&G STA. 443+23.10, 17.71' LT
- 2 END TYPE F C&G, MATCH EXIST. STA. 433+43.13, 17.75' LT
- 3 BEGIN TYPE F C&G STA. 434+88.93, 17.70' LT
- 4 END TYPE F C&G, MATCH EXIST. STA. 435+08.78, 17.70' LT

*FOR PROPOSED PATTERNED PAVEMENT CROSSWALK LOCATIONS, SEE SIGNING AND PAVEMENT MARKING PLANS.

REVISIONS				ENGINEER OF RECORD			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLANS (07)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309			ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
							A1A	BROWARD	448405-1-52-01		



LEGEND

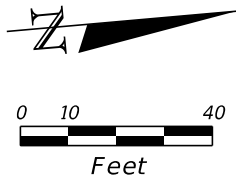
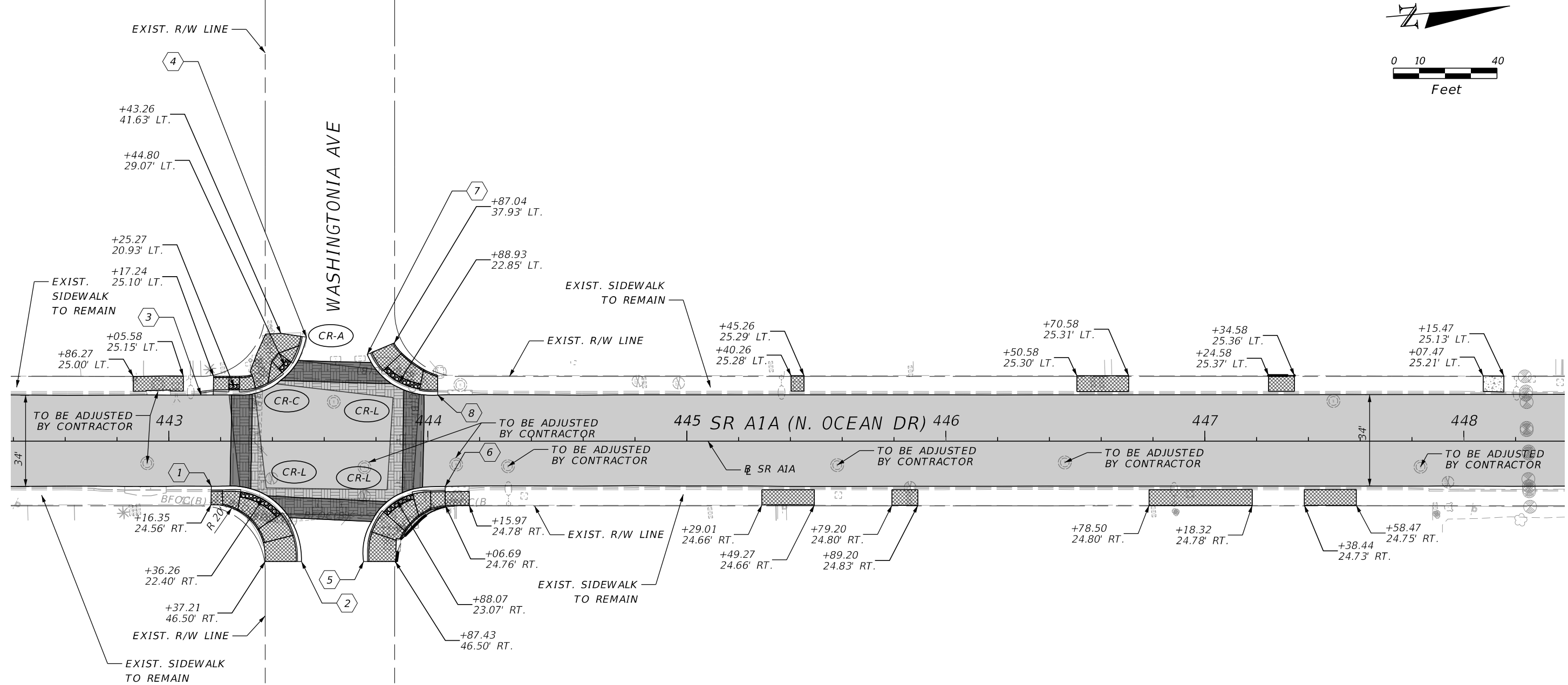
- MILLING & RESURFACING
- 4" CONCRETE SIDEWALK
- 6" CONCRETE SIDEWALK

REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLANS (08)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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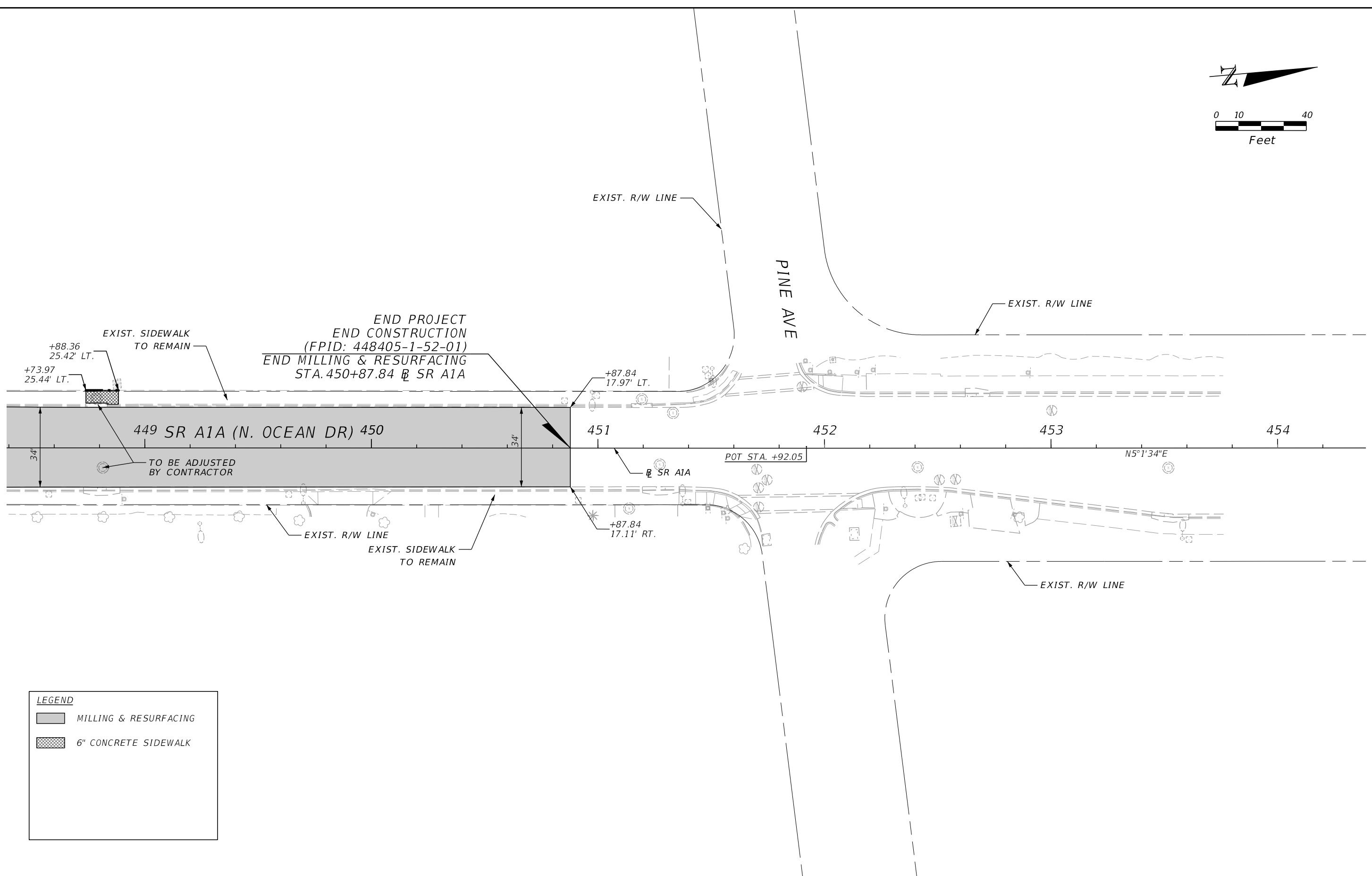
LEGEND

- MILLING & RESURFACING
- 4" CONCRETE SIDEWALK
- 6" CONCRETE SIDEWALK
- DETECTABLE WARNINGS
- CROSSWALK RECONSTRUCTION
- SOD
- PATTERNED PAVEMENT *
- FDOT MAINTENANCE MAP

- 1 BEGIN TYPE F C&G
STA. 443+16.41, 17.43' RT
- 2 END TYPE F C&G, MATCH EXIST.
STA. 443+51.21, 46.50' RT
- 3 BEGIN TYPE F C&G
STA. 443+17.23, 17.82' LT
- 4 END TYPE F C&G, MATCH EXIST.
STA. 443+53.09, 40.19' LT
- 5 BEGIN TYPE F C&G
STA. 443+75.21, 46.50' RT
- 6 END TYPE F C&G, MATCH EXIST.
STA. 444+06.69, 17.50' RT
- 7 BEGIN TYPE F C&G
STA. 443+76.62, 33.51' LT
- 8 END TYPE F C&G, MATCH EXIST.
STA. 444+03.86, 17.81' LT

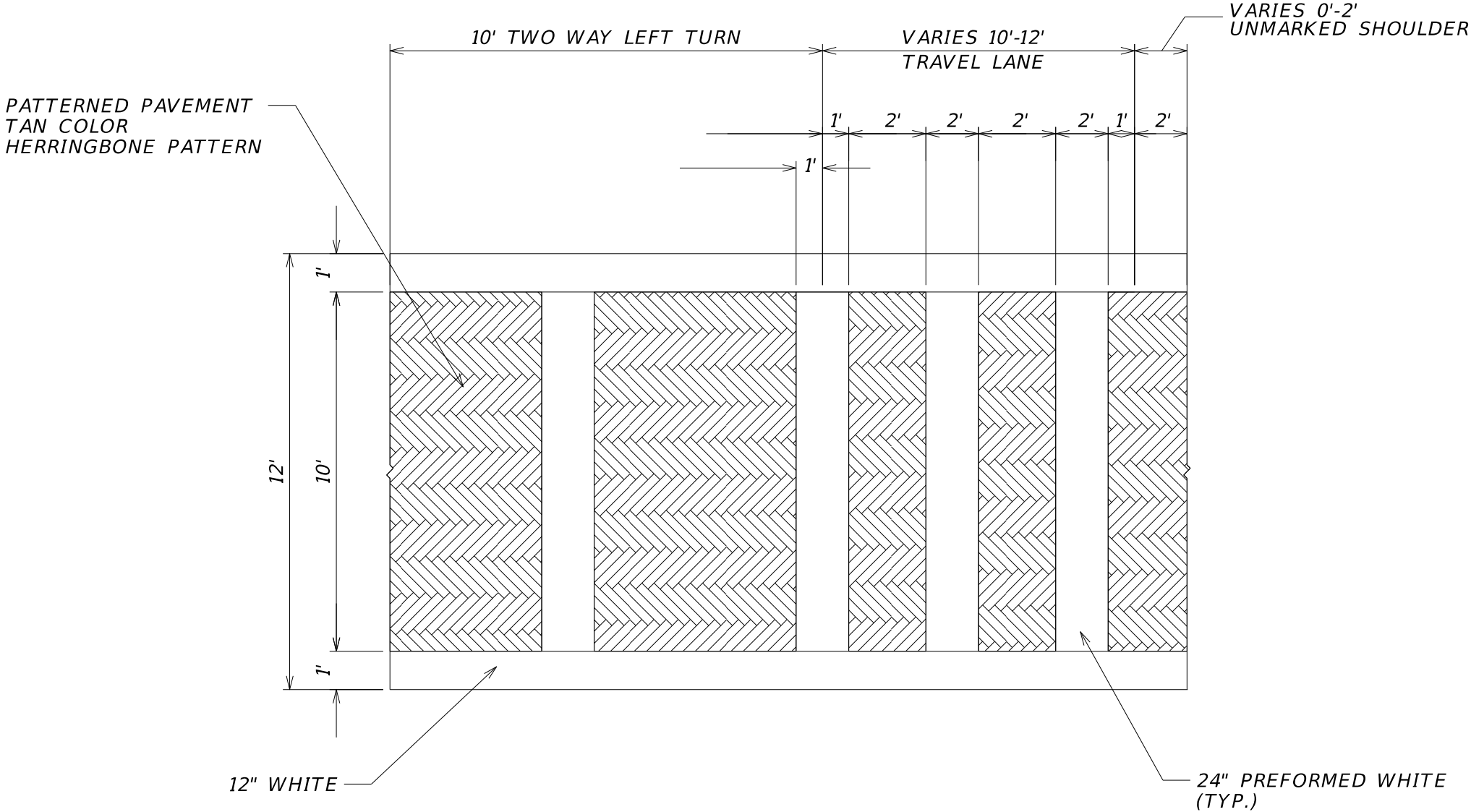
*FOR PROPOSED PATTERNED PAVEMENT CROSSWALK
LOCATIONS, SEE SIGNING AND PAVEMENT MARKING PLANS.

REVISIONS				ENGINEER OF RECORD			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLANS (09)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309			ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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SPECIAL EMPHASIS CROSSWALK WITH PATTERNED PAVEMENT
PLAN VIEW

NOTE: PROVIDE A PATTERNED PAVEMENT COLOR SAMPLE TO THE ENGINEER FOR APPROVAL PRIOR TO FURNISHING AND INSTALLING. REQUEST THAT THE ENGINEER COORDINATE WITH THE TOWN OF LAUDERDALE BY THE SEA FOR APPROVAL. SEE GENERAL NOTES FOR CONTACT INFORMATION.

NOT DRAWN TO SCALE

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REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SPECIAL DETAILS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						A1A	BROWARD	448405-1-52-01		

TEMPORARY TRAFFIC CONTROL PLAN NOTES

1. NOTIFY BROWARD COUNTY TRAFFIC DIVISION LOCATED AT 2300 W. COMMERCIAL BLVD, FORT LAUDERDALE, FL 33309 AND PHONE NO. (954) 847-2600, 72 HOURS PRIOR TO ANY MODIFICATION OF AN EXISTING TRAFFIC SIGNAL SYSTEM.
2. LANE CLOSURES ARE ONLY ALLOWED DURING NON-PEAK ON NON-EVENT DAYS/NIGHTS/WEEKENDS AND DURING THE FOLLOWING TIME PERIODS WHILE WORK IS BEING PERFORMED:
9:00 PM TO 7:00 AM - WEEKDAYS AND WEEKENDS
3. TRAFFIC CONTROL PLANS FOR ALL PHASES ARE DESIGNED FOR NON-PEAK HOURS ONLY.
4. REGULATORY SPEED ESTABLISHED WITHIN WORKZONE TRAVEL WAYS SHALL BE 30 MPH.
5. SR A1A IS LOCATED WEST OF SEA TURTLE NESTING BEACHES. THERE ARE SEVERAL DOCUMENTED SITES OF LOGGERHEAD AND GREEN SEA TURTLE (CHELONIA MYDAS) STRANDINGS WITHIN 500-FT OF THE PROJECT. THE CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO FOLLOW THE FDOT CONTRACTOR REQUIREMENTS FOR UNEXPECTED INTERACTION WITH CERTAIN PROTECTED SPECIES DURING WORK ACTIVITIES AND THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (SECTION 7-1.4). IF CONSTRUCTION IS TO OCCUR DURING NIGHT HOURS, THE CONTRACTORS WILL BE REQUIRED TO FOLLOW THE FDOT STANDARD SPECIFICATIONS FOR NIGHT WORK ALONG COASTAL ROADS (SECTION 8-4.1) AND ADDITIONAL REQUIREMENTS FOR SEA TURTLES (CARETTA CARETTA, CHELONIA MYDAS, DERMOCHELYS CORIACEA, LEPIDOCHELYS KEMPI, ERETMOCHELYS IMBRICATA) (SECTION 7-1.4.1). NIGHT WORK SHOULD BE COORDINATED WITH THE DISTRICT CONSTRUCTION ENVIRONMENTAL COORDINATOR. CONSTRUCTION SHOULD NOT BE DONE AT NIGHT DURING NESTING SEASON (MARCH-OCTOBER) ON ANY OPEN AREAS ALONG THE PROJECT CORRIDOR IN WHICH THE BEACH IS VISIBLE. ANY LIGHTING IMPROVEMENTS MUST BE SEA-TURTLE FRIENDLY SO AS TO NOT NEGATIVELY IMPACT SEA TURTLES DURING NESTING SEASON
6. NO PHASE OF THE TRAFFIC CONTROL PLANS SHALL BE IN PLACE ON HOLIDAYS OR SPECIAL EVENT DATES. THE FOLLOWING LIST IS NOTABLE SPECIAL EVENTS IN TOWN OF LAUDERDALE BY THE SEA AND CITY OF FORT LAUDERDALE FOR THE FOLLOWING YEAR.

• FOURTH OF JULY

• VETERANS DAY

• CHRISTMAS-BY-THE-SEA

• FORT LAUDERDALE AIR SHOW

• WINTERFEST BOAT PARADE
7. TWO PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) ARE REQUIRED AT EACH APPROACH TO THE WORK ZONE ALONG SR A1A. PCMS SHALL BE PLACED SEVEN (7) DAYS IN ADVANCE OF ANY LANE CLOSURE.

CHANGEABLE MESSAGE SIGN MESSAGE

ROAD
WORK
AHEAD

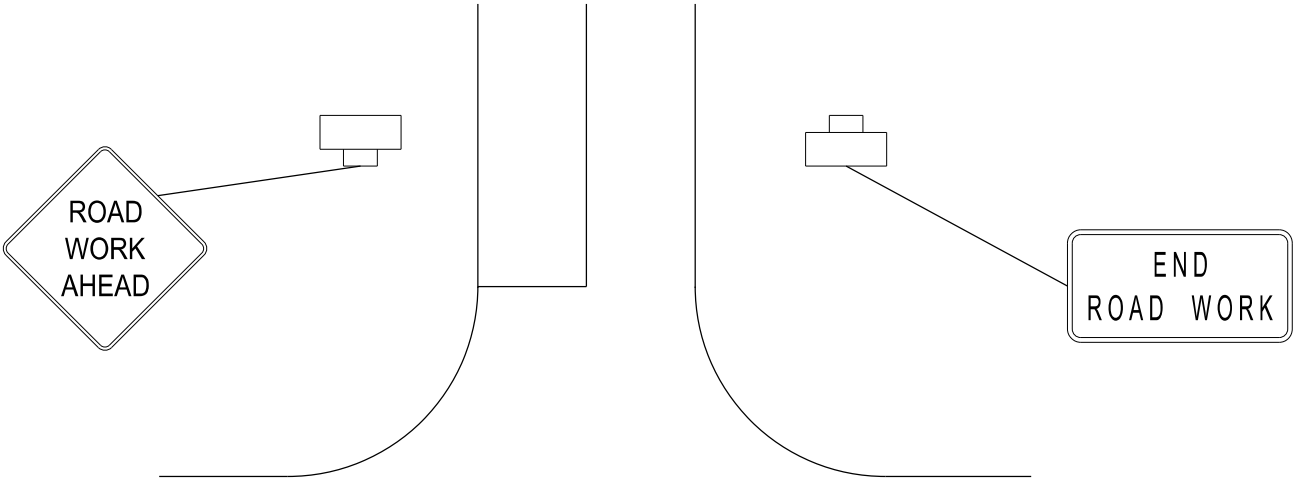
MM
DD-DD
X AM - X AM

MESSAGE TO BE PLACED PRIOR TO CONSTRUCTION:

ROAD
WORK
AHEAD

EXPECT
PERIODIC
DELAYS

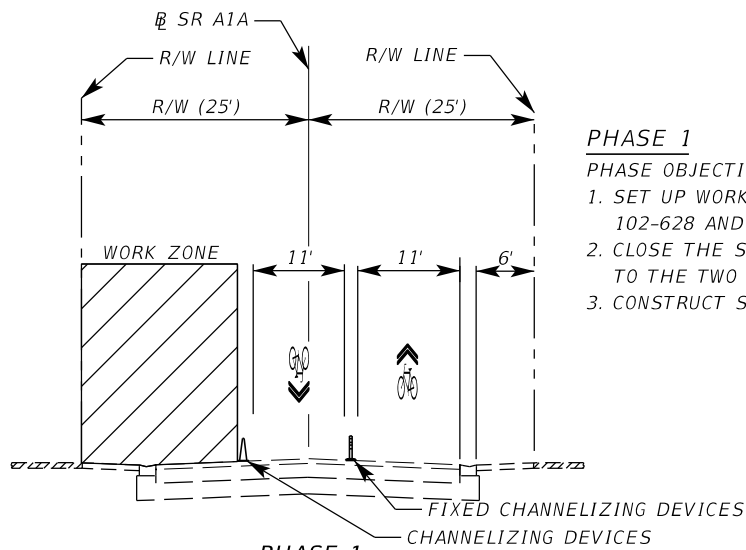
MESSAGE TO BE PLACED DURING CONSTRUCTION:



TCP LAYOUT FOR SIDE STREETS

REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLANS	SHEET NO.
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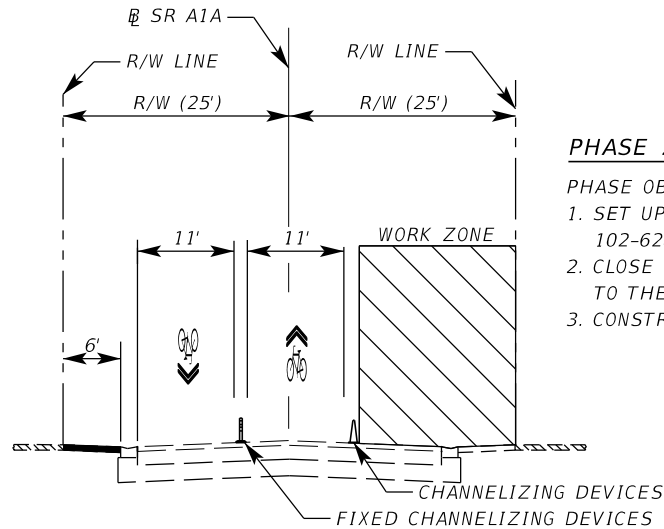


PHASE 1
SR A1A (N OCEAN DRIVE)
MP 6.549 TO MP 7.443*

PHASE 1

PHASE OBJECTIVE: SIDEWALK IMPROVEMENTS

1. SET UP WORK ZONE IN ACCORDANCE WITH STANDARD INDEX 102-628 AND 102-660 AND IMPLEMENT PEDESTRIAN DETOUR
2. CLOSE THE SOUTHBOUND LANE AND SHIFT SOUTHBOUND TRAFFIC TO THE TWO WAY LEFT TURN LANE
3. CONSTRUCT SIDEWALK IMPROVEMENTS

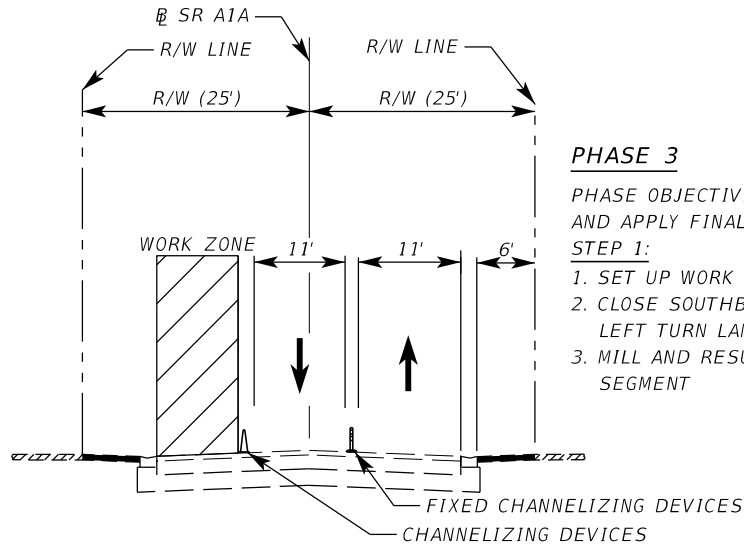


PHASE 2
SR A1A (N OCEAN DRIVE)
MP 6.549 TO MP 7.443*

PHASE 2

PHASE OBJECTIVE: SIDEWALK IMPROVEMENTS

1. SET UP WORK ZONE IN ACCORDANCE WITH STANDARD INDEX 102-628 AND 102-660
2. CLOSE THE NORTHBOUND LANE AND SHIFT NORTHBOUND TRAFFIC TO THE TWO WAY LEFT TURN LANE
3. CONSTRUCT SIDEWALK IMPROVEMENTS



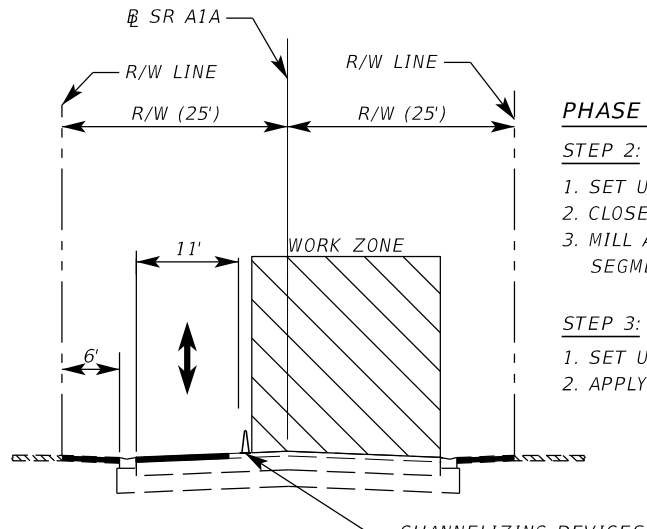
PHASE 3
SR A1A (N OCEAN DRIVE)
MP 6.549 TO MP 7.443

PHASE 3

PHASE OBJECTIVE: MILL AND RESURFACE, RECONSTRUCT CROSSWALKS, AND APPLY FINAL STRIPING

STEP 1:

1. SET UP WORK ZONE IN ACCORDANCE WITH STANDARD INDEX 102-628
2. CLOSE SOUTHBOUND LANE AND SHIFT TRAFFIC TO THE TWO WAY LEFT TURN LANE
3. MILL AND RESURFACE SOUTHBOUND LANE, RECONSTRUCT CROSSWALK SEGMENT



PHASE 3
SR A1A (N OCEAN DRIVE)
MP 6.549 TO MP 7.443

PHASE 3

STEP 2:

1. SET UP WORK ZONE IN ACCORDANCE WITH STANDARD INDEX 102-628
2. CLOSE NORTHBOUND LANE AND TWO WAY LEFT TURN LANE & USE FLAGGER
3. MILL AND RESURFACE LANES AND RECONSTRUCT CORRESPONDING CROSSWALK SEGMENTS

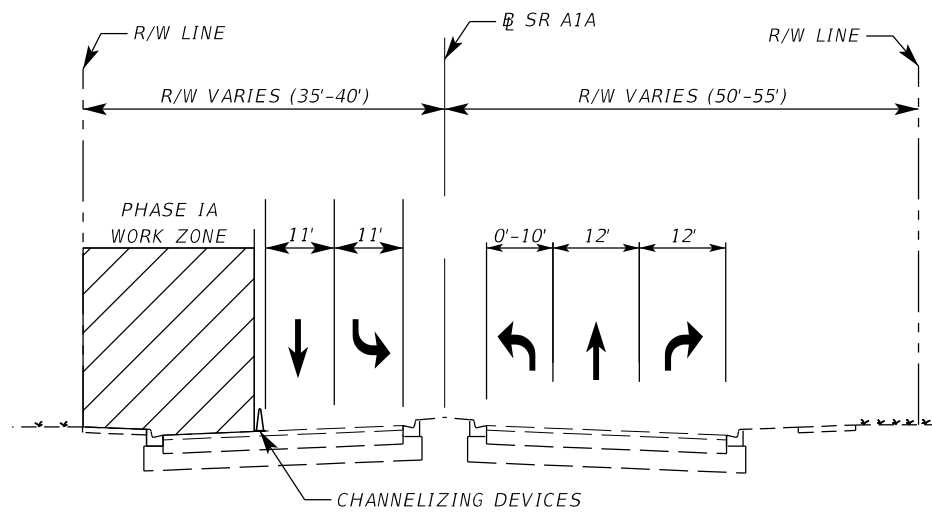
STEP 3:

1. SET UP WORK ZONE IN ACCORDANCE WITH STANDARD INDEX 102-607
2. APPLY FINAL STRIPING

* SEE ROADWAY PLAN FOR LOCATION OF SIDEWALK IMPROVEMENT

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLANS	SHEET NO.
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				MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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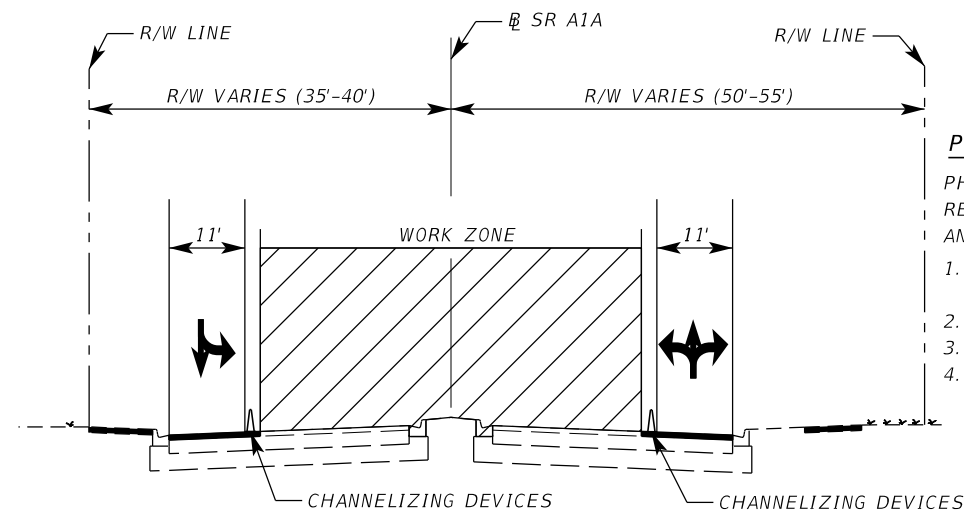


PHASE 1A
SR A1A (N OCEAN DRIVE)
MP 6.434 TO MP 6.549

PHASE 1

PHASE OBJECTIVE: MILL AND RESURFACE,
RECONSTRUCT CROSSWALKS,
SIDEWALK IMPROVEMENTS

1. SET UP WORK ZONE IN ACCORDANCE WITH
STANDARD INDEX 102-615 AND 102-660
AND IMPLEMENT PEDESTRIAN DETOUR
2. CLOSE THE OUTSIDE LANE
3. CONSTRUCT SIDEWALK IMPROVEMENTS
4. MILL AND RESURFACE

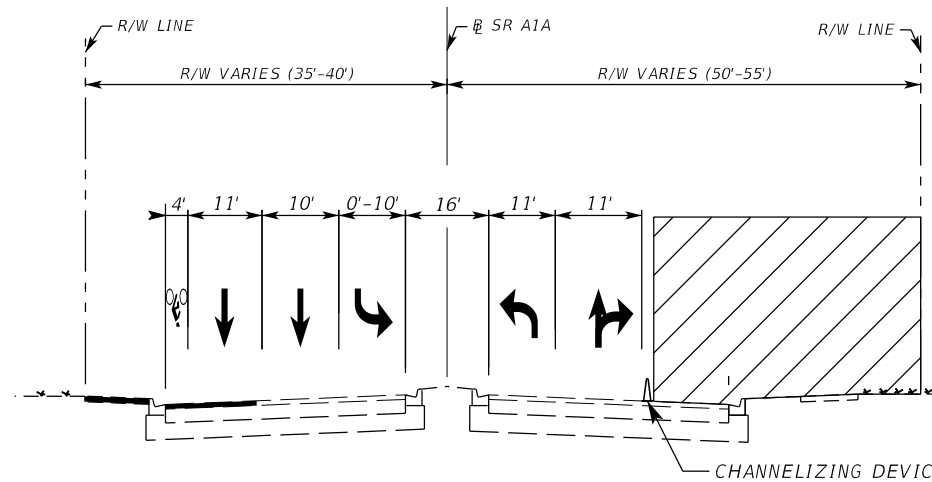


PHASE 2
SR A1A (N OCEAN DRIVE)
MP 6.434 TO MP 6.549

PHASE 3

PHASE OBJECTIVE: MILL AND RESURFACE,
RECONSTRUCT CROSSWALKS,
AND APPLY FINAL STRIPING

1. SET UP WORK ZONE IN ACCORDANCE WITH
STANDARD INDEX 102-615
2. CLOSE THE 2 INSIDE LANES
3. MILL AND RESURFACE
4. SET UP WORK ZONE IN ACCORDANCE WITH
STANDARD INDEX 102-607 AND APPLY
FINAL PAVEMENT MARKINGS



PHASE 1B
SR A1A (N OCEAN DRIVE)
MP 6.434 TO MP 6.549

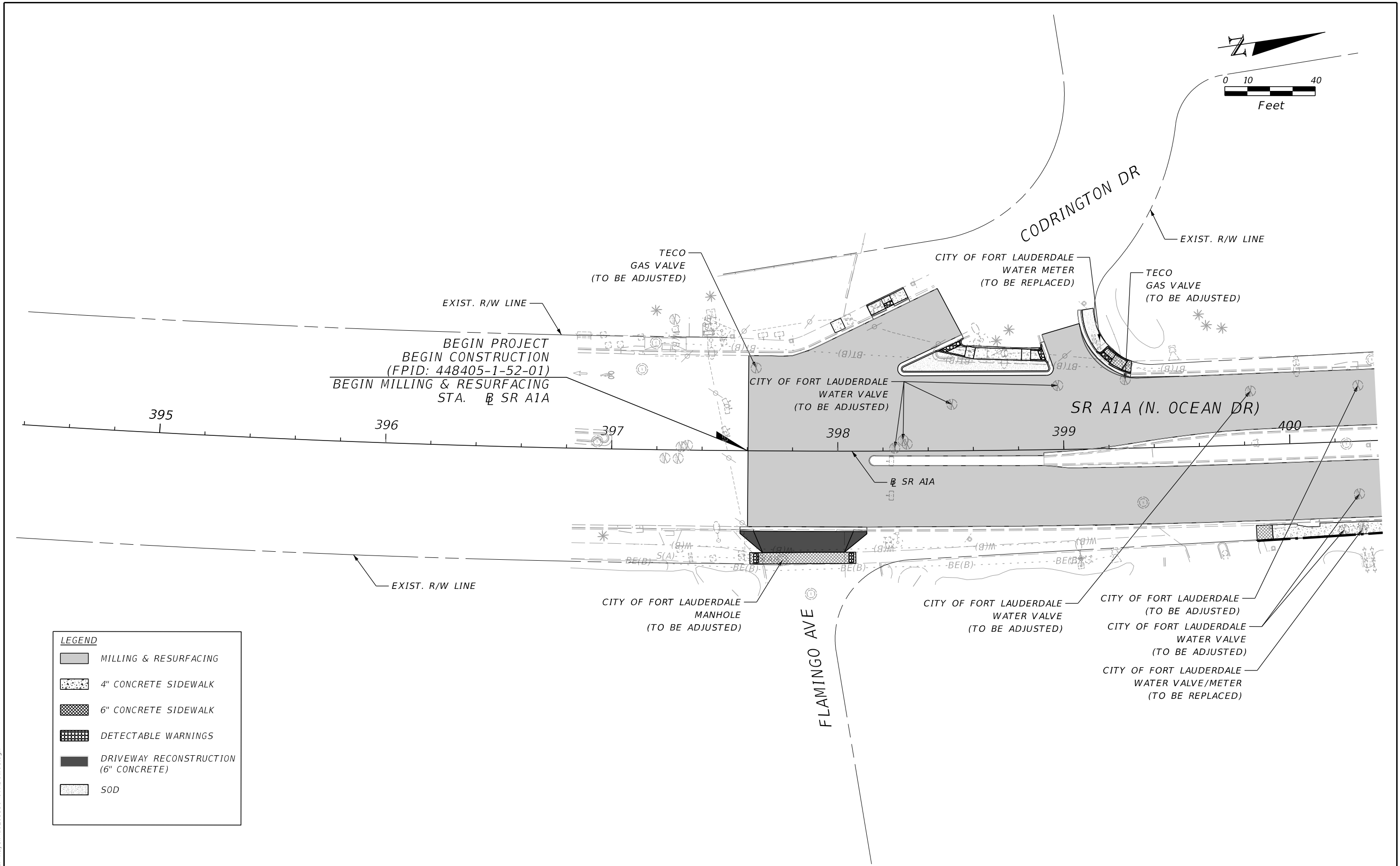
PHASE 2

PHASE OBJECTIVE: MILL AND RESURFACE,
RECONSTRUCT CROSSWALKS, AND
SIDEWALK IMPROVEMENTS

1. SET UP WORK ZONE IN ACCORDANCE WITH
STANDARD INDEX 102-615 AND 102-660
AND IMPLEMENT PEDESTRIAN DETOUR
2. CLOSE THE OUTSIDE LANE
3. CONSTRUCT SIDEWALK IMPROVEMENTS
4. MILL AND RESURFACE

REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLANS	SHEET NO.
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						A1A	BROWARD	448405-1-52-01		25

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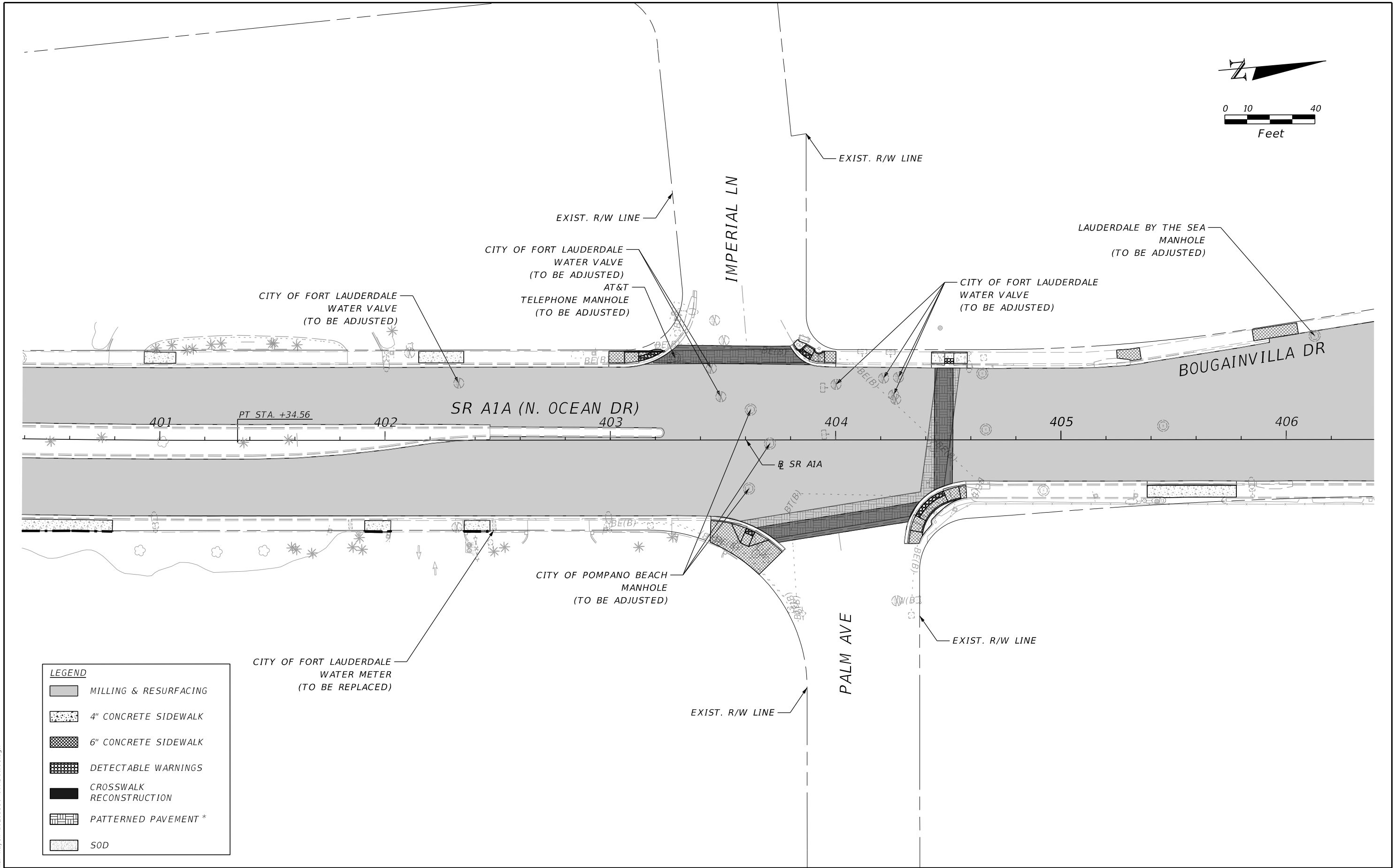
REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS (01)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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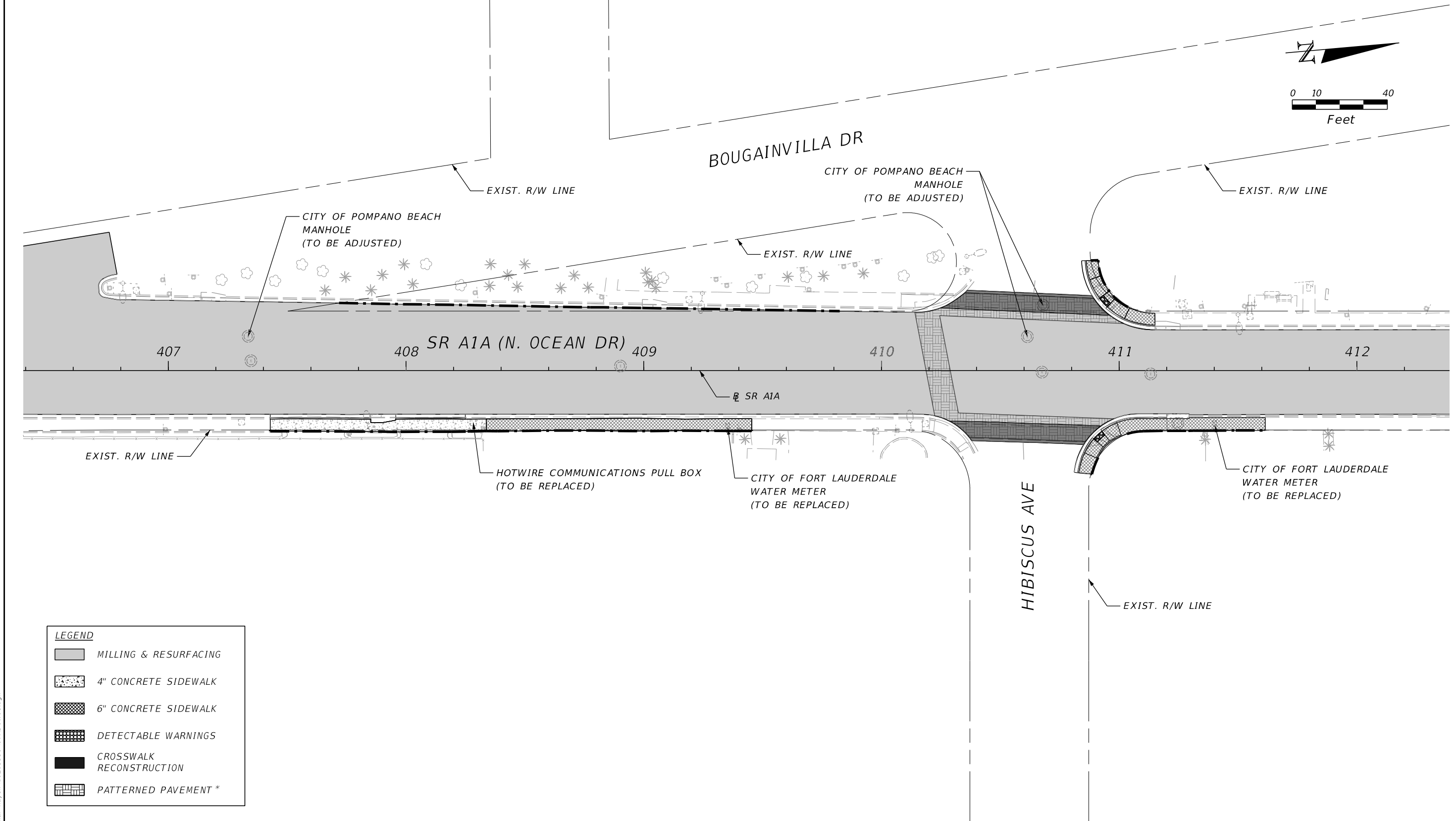


LEGEND	
	MILLING & RESURFACING
	4" CONCRETE SIDEWALK
	6" CONCRETE SIDEWALK
	DETECTABLE WARNINGS
	CROSSWALK RECONSTRUCTION
	PATTERNED PAVEMENT *
	SOD

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS (02)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		27 Page 39 of 55
					A1A	BROWARD	448405-1-52-01		

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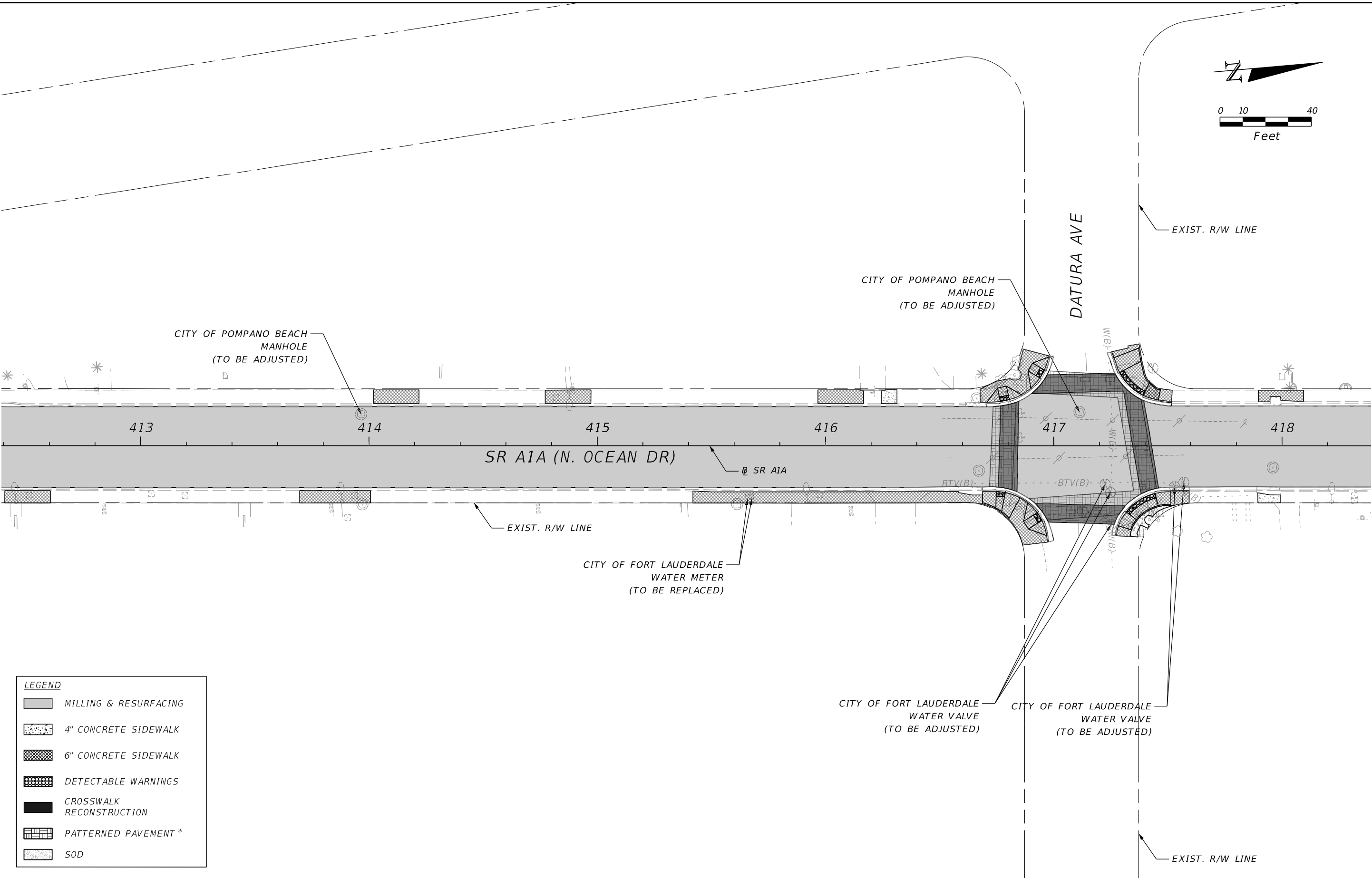
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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS (03)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					A1A	BROWARD	448405-1-52-01		28 Page 40 of 55

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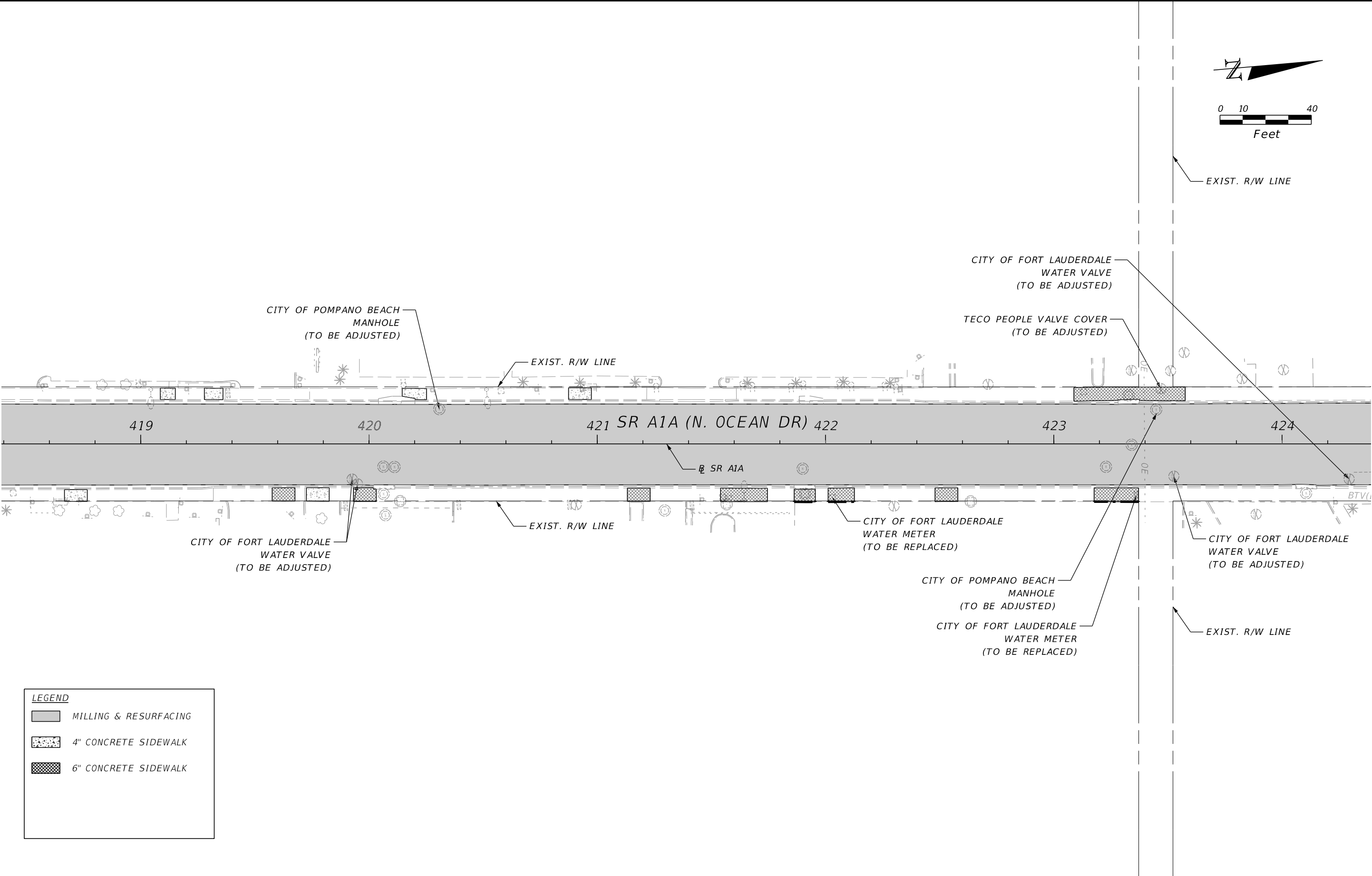


LEGEND	
	MILLING & RESURFACING
	4" CONCRETE SIDEWALK
	6" CONCRETE SIDEWALK
	DETECTABLE WARNINGS
	CROSSWALK RECONSTRUCTION
	PATTERNED PAVEMENT *
	SOD

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS (04)	SHEET NO.	
DATE	DESCRIPTION		DATE	DESCRIPTION		ROAD NO.	COUNTY		FINANCIAL PROJECT ID	29 Page 41 of 55
							A1A		BROWARD	
				MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309						

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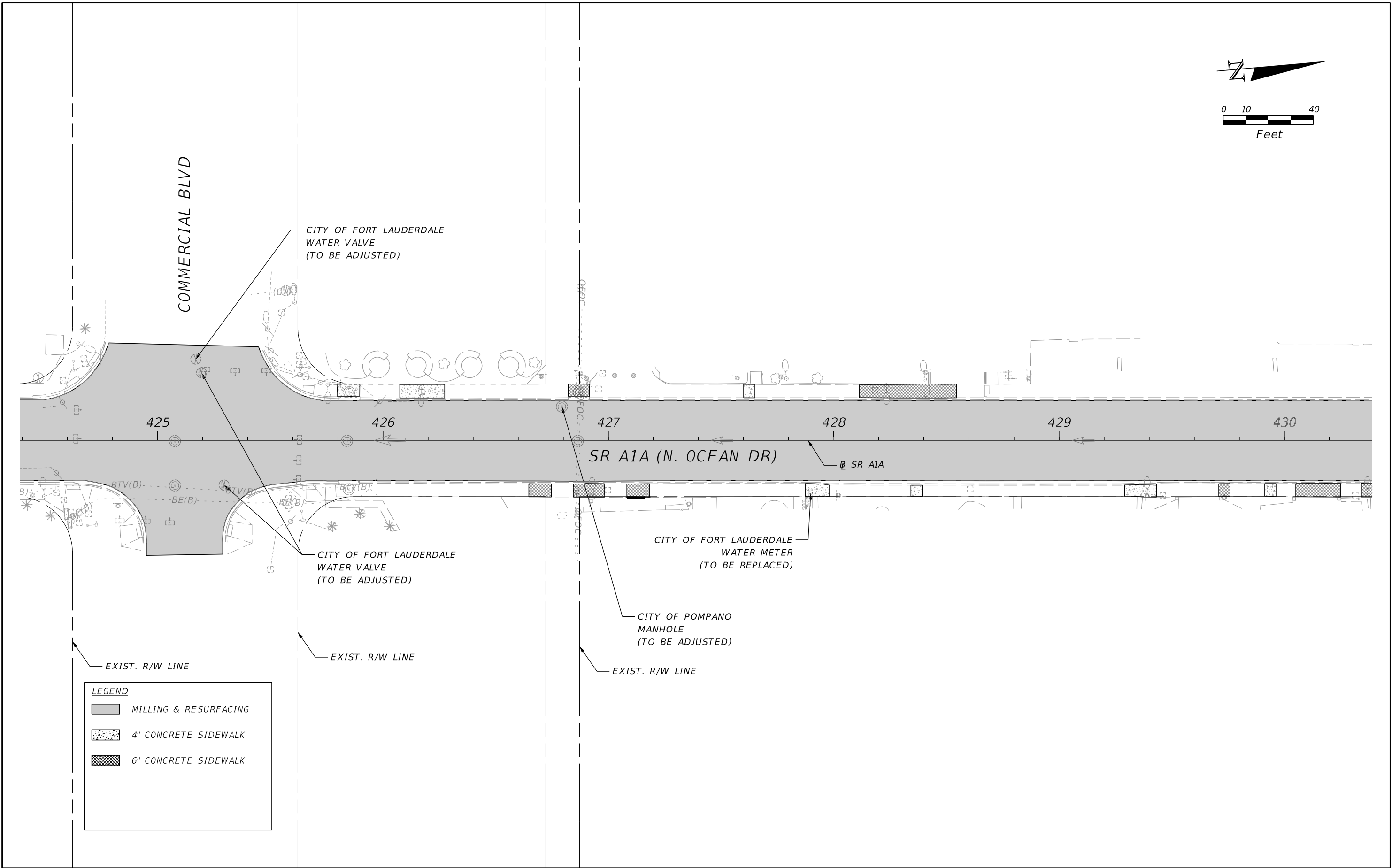
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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS (05)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		30 Page 42 of 55
					A1A	BROWARD	448405-1-52-01		

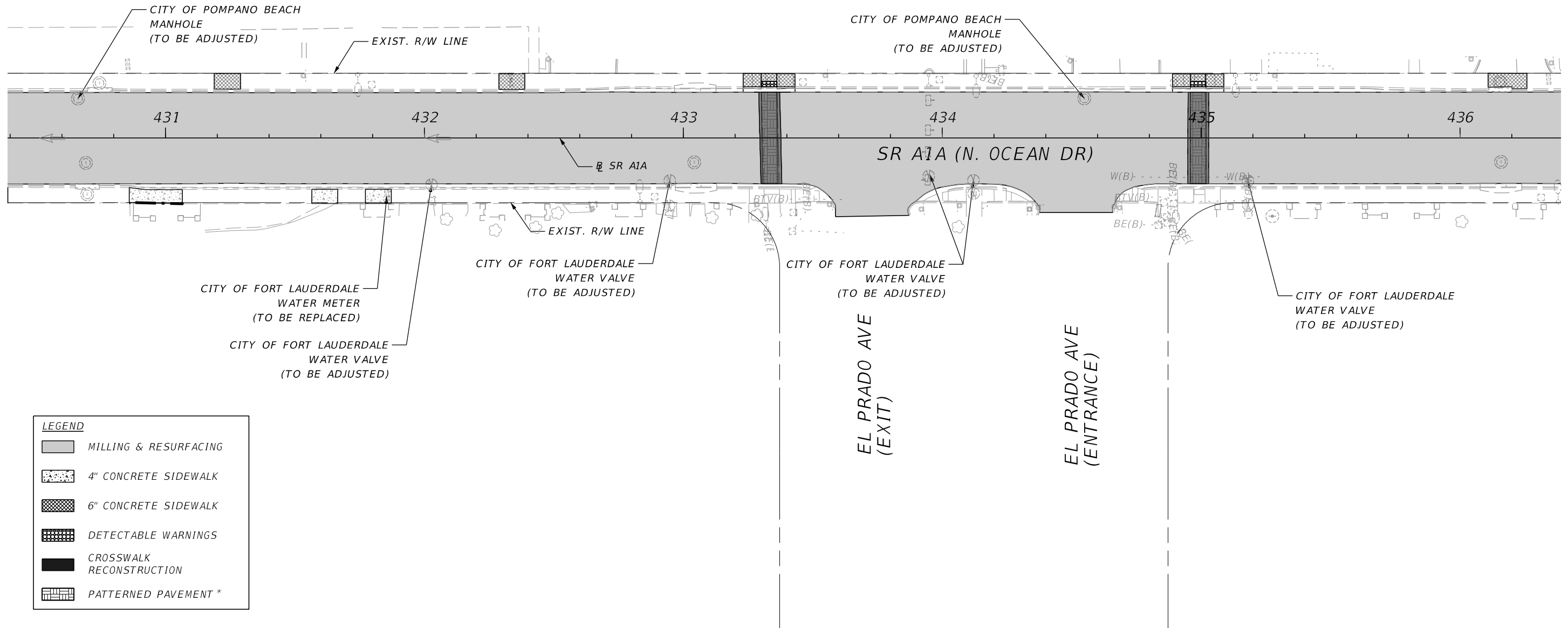
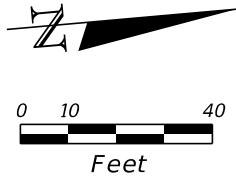
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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS (06)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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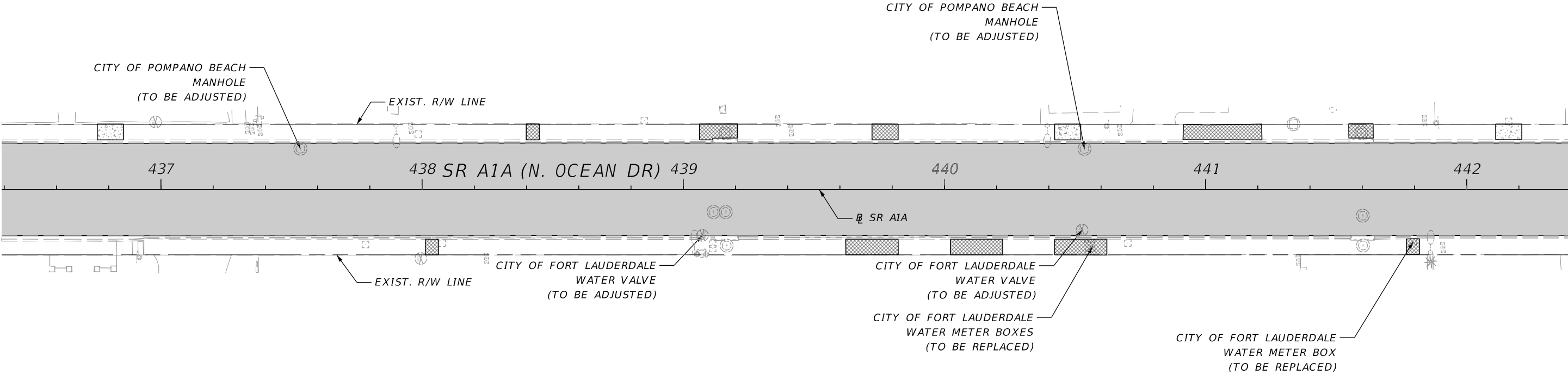


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	MILLING & RESURFACING
	4" CONCRETE SIDEWALK
	6" CONCRETE SIDEWALK
	DETECTABLE WARNINGS
	CROSSWALK RECONSTRUCTION
	PATTERNED PAVEMENT *

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS (07)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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MICHELLE BRIOSO ROSSI, P.E.
LICENSE NUMBER 84564
BCC ENGINEERING, LLC.
4901 NW 17TH WAY, SUITE 506
FORT LAUDERDALE, FL 33309

UTILITY ADJUSTMENTS (07)



LEGEND

- MILLING & RESURFACING
- 4" CONCRETE SIDEWALK
- 6" CONCRETE SIDEWALK

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS (08)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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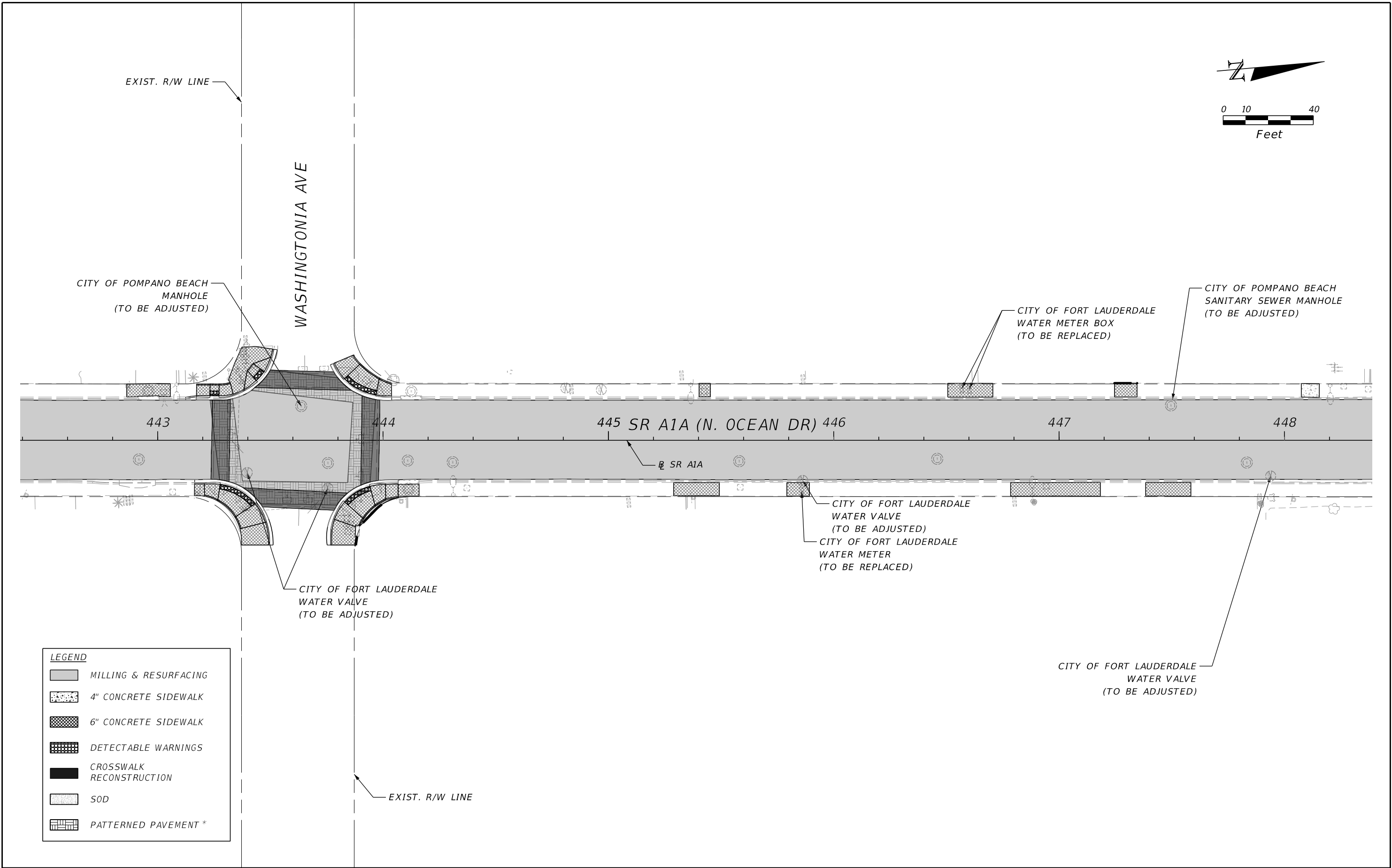
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MICHELLE BRIOSO ROSSI, P.E.
LICENSE NUMBER 84564
BCC ENGINEERING, LLC.
4901 NW 17TH WAY, SUITE 506
FORT LAUDERDALE, FL 33309

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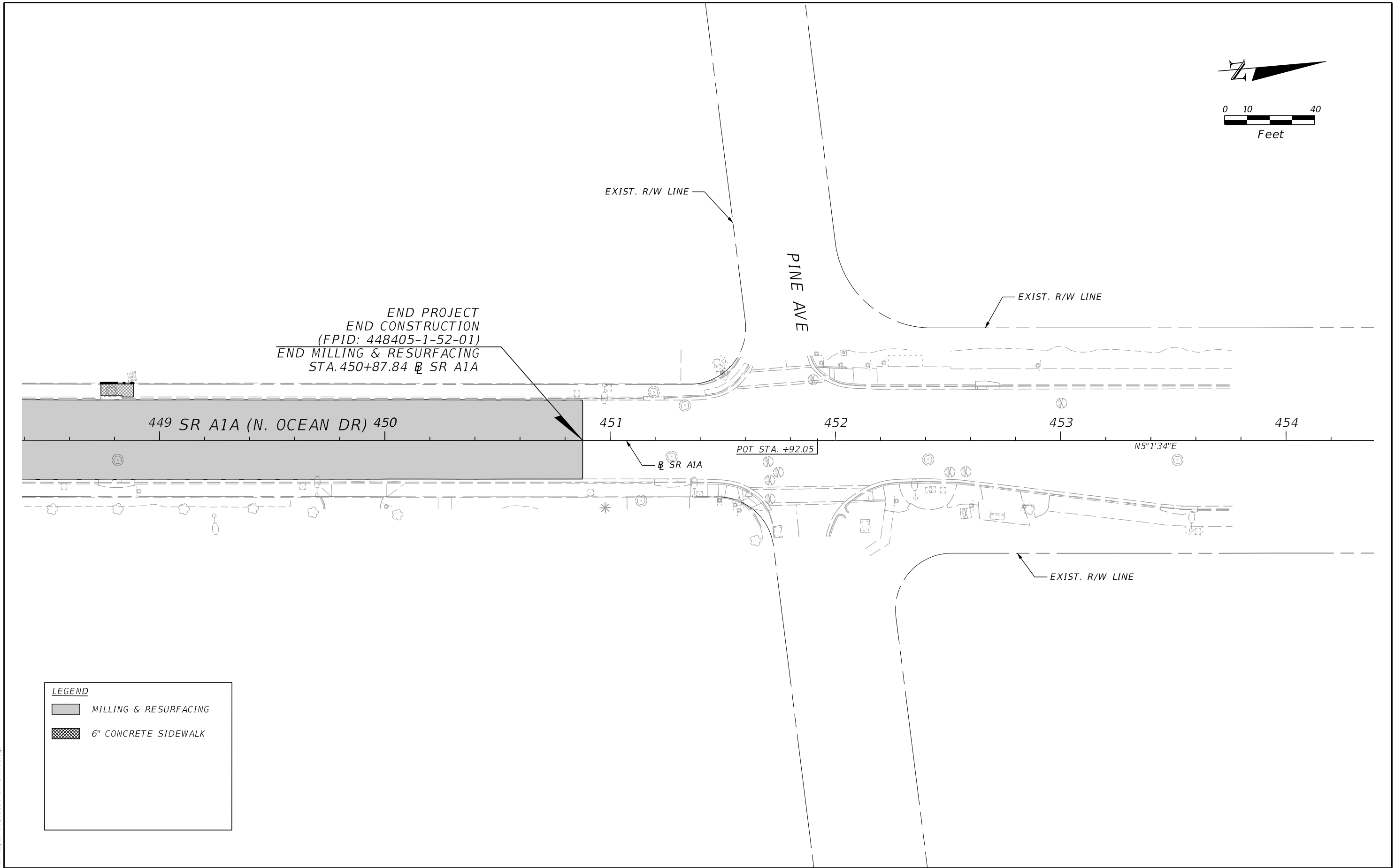
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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS (09)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION						
					ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	A1A	BROWARD	448405-1-52-01		34
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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS (10)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MICHELLE BRIOSO ROSSI, P.E. LICENSE NUMBER 84564 BCC ENGINEERING, LLC. 4901 NW 17TH WAY, SUITE 506 FORT LAUDERDALE, FL 33309	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					A1A	BROWARD	448405-1-52-01		35 Page 47 of 55

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SECTION: 86050000
 PROJECT: 448405-1-52-02
 COUNTY: Broward
 STATE RD: SR A1A

EXHIBIT C

APPROXIMATE COST FOR HARDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the MAINTENANCE MEMORANDUM OF AGREEMENT between the FLORIDA DEPARTMENT OF TRANSPORTATION and the AGENCY.

ITEM #	ITEM	QNTY	UNIT	UNIT PRICE	COST	COMMENT
523-3	Patterned Pavement	763	SY	\$ 151.98	\$ 115,960.74	Crosswalks
654-1-20	Midblock Crosswalk: In-roadway light assembly, furnish, & install – solar powered, complete crossing	1	AS	\$ 81,486.00	\$ 81,486.00	At Hibiscus Avenue
	Contingency				\$39,489.35	20%
					\$236,936.09	
	Revised to include FDOT Inflation Factor Multiplier			1.030	\$244,044.17	

Anticipated Terms of a Separate Agreement

FDOT PARTICIPATION: \$0.00

*** AGENCY PARTICIPATION: \$ 244,044.17**
Via Separate Agreement (LFA)

*** APPROXIMATE HARDSCAPE IMPROVEMENT COST: \$ 244,044.17**

*** *Final Approximate Hardscape Improvement Cost inclusive of Contingency and allowance for Inflation***

*Estimates are approximate

SECTION: 86050000
PROJECT: 448405-1-52-02
COUNTY: Broward
STATE RD: SR A1A

EXHIBIT D

MAINTENANCE PLAN FOR HARDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the FLORIDA DEPARTMENT OF TRANSPORTATION and the AGENCY.

Please see attached

SECTION: 86050000
PROJECT: 448405-1-52-02
COUNTY: Broward
STATE RD: SR A1A

MAINTENANCE PLAN For Hardscape Improvements

Project Location: SR A1A from Flamingo Ave (M.P. 6.434) to Pine Ave (M.P. 7.443)
Project FM #: 448405-1-52-01
Engineer of Record: Michelle Rossi, PE
Maintaining Agency: Town of Lauderdale-By-The-Sea

HARDSCAPE (NON-STANDARD) TRAVELWAY SURFACING – PATTERNED PAVEMENT

- A. The intent of the patterned pavement is to emphasize the crosswalks and provide an aesthetically pleasing feature to the roadway.
- B. Patterned pavement shall be inspected approximately one year after project acceptance and every two years thereafter for the aesthetic appearance and safety conditions. Send the results of all friction testing to the District's Warranty Coordinator. When remedial action is required, the local agency must complete all necessary repairs at its own expense within the 90 days of the date when the deficiency was identified. To maintain the overall aesthetic appearance and safety of the patterned pavement, they shall be cleaned approximately one year after project acceptance and every two years thereafter. Joints and cracks in patterned pavement shall be inspected approximately one year after project acceptance and every two years thereafter to keep those areas free of debris and cracking. Should the local agency fail to satisfactorily perform any required remedial work in accordance with this agreement or FDOT requirements, the Department reserves the right to replace the patterned pavement with conventional pavement and bill the local agency for this cost.
- C. It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement, caused, or contributed by the installation or failure of non-standard surfacing, on the Department of Transportation right of way within the limits of this Agreement. Pavement restoration areas or "patches" will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.
- D. Pavement restoration will be performed in accordance with the most current edition of the *FDOT Standard Specifications for Road and Bridge Construction*, and the *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*.

SECTION: 86050000
PROJECT: 448405-1-52-02
COUNTY: Broward
STATE RD: SR A1A

IN-ROAD LIGHTING

- A. The AGENCY shall perform all activities necessary to keep the IMPROVEMENTS fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type or roadway system at all times in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the IMPROVEMENTS, as may be necessary.
- B. The AGENCY shall be responsible for maintaining all components of the IMPROVEMENTS, including but not limited to electrical components, solar panels and batteries. Batteries should be replaced every 10 years or when necessary. The AGENCY shall replace the structure if destroyed in an accident by third parties. The AGENCY shall comply with all ADA Laws existing and as may be amended. Adjacent sidewalk areas shall be always accessible. If sidewalk closures are needed, alternate routes shall be clearly identified, and missing sidewalk shall be restored either with permanent or temporary materials at the end of each workday.
- C. All IMPROVEMENTS shall at all times have a notification sign posted with the name and phone number of the department within the AGENCY responsible for maintenance of the IMPROVEMENTS so that members of the public may contact the AGENCY regarding problems with the IMPROVEMENTS. The AGENCY shall promptly respond and correct all complaints regarding maintenance. The IMPROVEMENTS to be constructed with this project shall not contain advertising. Nor shall advertising be placed upon them by any party in the future.

MAINTENANCE PLAN REQUIREMENTS

- A. In reference to Maintenance to be performed under this Agreement, the AGENCY shall submit to the DEPARTMENT a maintenance plan detailing the means and methods for accomplishing any maintenance or repairs to the IMPROVEMENTS in accordance with all DEPARTMENT Standards, Procedures and Specifications. This plan shall be submitted and approved by the DEPARTMENT prior to commencing any maintenance or repair activities. The AGENCY shall comply with the DEPARTMENT's applicable Maintenance Rating Program Standards. The plan should at minimum detail how the AGENCY will address the following:
 - 1. Providing for continuous traffic control and necessary traffic control devices as required for the safe movement of traffic of vehicular and pedestrian traffic past the location of the structure being repaired for the duration of the repair in accordance with DEPARTMENT Standards, Procedures and Specifications.

SECTION: 86050000
PROJECT: 448405-1-52-02
COUNTY: Broward
STATE RD: SR A1A

2. Protection of adjacent surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets during the preparation and recoating of surfaces.
 3. Containment of debris or materials used in or resulting from the repair
- B. After the maintenance plan is approved, the AGENCY shall submit a work plan to the DEPARTMENT for approval prior to each repair to be performed detailing:
1. The proposed date for the repair
 2. The location of the repair
 3. The nature of the repair
 4. The materials to be used for the repair
 5. The methods to be used for the repair

SECTION: 86050000
PROJECT: 448405-1-52-02
COUNTY: Broward
STATE RD: SR A1A

EXHIBIT E

PATTERNED PAVEMENT MAINTENANCE

This Exhibit forms an integral part of the MAINTENANCE MEMORANDUM OF AGREEMENT between the FLORIDA DEPARTMENT OF TRANSPORTATION and the AGENCY.

"Maintenance" of all patterned pavement crosswalks in these Agreements shall be defined, as a minimum, to include its frictional characteristics and integrity as follows:

1. Within 60 days of project acceptance by the Department, all lanes of each patterned crosswalk shall be evaluated for surface friction. The friction test shall be conducted using either a locked wheel tester in accordance with ***FM 5-592 (Florida Test Method for Friction Measuring Protocol for Patterned Pavements)** or Dynamic Friction Tester in accordance with ****ASTM E1911**. **All costs for friction testing are the responsibility of the AGENCY.**
2. The initial friction resistance shall be at least **35** obtained at 40 mph with a ribbed tire test (FN40R) or equivalent (see FM 5-592). Failure to achieve this minimum resistance shall require all deficient crosswalk areas to be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. The AGENCY is responsible for all costs associated with the removal and replacement of the crosswalk. If the Department determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Qualified Products List (QPL) or replaced with conventional pavement.
3. Approximately **one year** after project acceptance and **every two years** thereafter and for the life of the adjacent pavement, only the outside traffic lane areas of each patterned crosswalk shall be tested for friction resistance in accordance with **ASTM E274** or **ASTM E1911**. Friction resistance shall, at a minimum, have a FN40R value of **30** (or equivalent).
4. The results of all friction tests shall be sent to the **Operations Engineer** at the local FDOT District Four Operations Center located at Broward Operations, 5548 NW 9th Avenue, Ft. Lauderdale, FL 33309 (954) 776-4300, with a cover letter either certifying, that the crosswalks comply with the minimum friction criteria, or stating what remedial action will be taken to restore the friction.
5. Failure to achieve the minimum resistance shall require all lanes of the crosswalk to be friction tested to determine the extent of the deficiency. All deficient areas shall be
6. removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If the Department determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the QPL or replaced with conventional pavement.

SECTION: 86050000
PROJECT: 448405-1-52-02
COUNTY: Broward
STATE RD: SR A1A

7. When remedial action is required in accordance with the above requirements, the local agency shall complete all necessary repairs at its own expense within 90 days of the date when the deficiency was identified. No more than two full depth patterned pavement repairs shall be made to an area without first resurfacing the underlying pavement to 1" minimum depth.
8. The Department will not be responsible for replacing the treatment following any construction activities by the Department in the vicinity of the treatment, or any costs for testing.
9. Should the local agency fail to satisfactorily perform any required remedial work or testing in accordance with this agreement, the Department reserves the right to replace the patterned pavement with conventional pavement (matching the adjacent pavement) and bill the local agency for this cost.

***FM 5-592:** <https://www.fdot.gov/materials/administration/resources/library/publications/fstm/bynumber.shtml>

****ASTM E1911:** <https://www.astm.org/e1911-19.html>

SECTION: 86050000
PROJECT: 448405-1-52-02
COUNTY: Broward
STATE RD: SR A1A

EXHIBIT F

RESOLUTION

This Exhibit forms an integral part of the MAINTENANCE MEMORANDUM OF AGREEMENT between the FLORIDA DEPARTMENT OF TRANSPORTATION and the AGENCY.

Please see attached

(Will be provided by City)



Town Commission Agenda Item Report

Meeting Date: February 11, 2025

Submitted By: Ken Rubach, Deputy Town Manager/Public Works Director

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2025-12: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING THE AMENDED SCHEDULE OF PARKING FEES AND METER RATES; PROVIDING FOR CONFLICTS AND FOR AN EFFECTIVE DATE.

Explanation: At the January 14, 2025 Commission meeting, Commissioner Graziano proposed offering an annual resident parking permit to the residents of the Village of Sea Ranch Lakes, priced at \$100 per year. This permit would follow the same guidelines as the Town Resident Permit, granting holders the ability to park in any town-metered space for up to three hours.

If approved, the Sea Ranch Lakes resident permit would be effective from March 3, 2025 through September 30, 2025. Renewal would be required each fiscal year, from October 1 to September 30.

Residents of Sea Ranch Lakes would need to provide proof of residency, consistent with the Town's resident verification process. Please note that this parking permit would not allow Sea Ranch residents to park in Town resident parking spaces.

Recommendation: Consider Resolution 2025-12 adopting the amended schedule of parking fees to include a Residential Parking Permit category for the residents of the Village of Sea Ranch Lakes.

Exhibits:

1. Resolution 2025-12 Adopting Amended Schedule of Parking Fees and Meter Rates

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28 approving an amended schedule of parking fees and meter rates effective August 15, 2024; and

29 **WHEREAS**, the Commission has decided to add a Sea Ranch Lakes resident parking pass in
30 the efforts to support their visitation of our downtown businesses as set forth in the amended schedule
31 of parking fees and meter rates, attached as Exhibit “A” (the “Amended Fee Schedule”); and

32 **WHEREAS**, the Town Commission finds the adoption of the Amended Fee Schedule
33 is in the best interest of the Town.

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

36 **SECTION 1. Recitals.** Each “WHEREAS” clause set forth above is true and correct
37 and incorporated herein by this reference.

38 **SECTION 2. Fees.** The Amended Fee Schedule, attached as Exhibit “A,” is hereby
39 approved. The Amended Fee Schedule shall become effective March 3, 2025.

40 **SECTION 3. Conflict.** All resolutions or parts of resolutions in conflict with this
41 Resolution are hereby repealed to the extent of such conflict.

42 **SECTION 4. Effective Date.** This Resolution shall become effective upon passage
43 and adoption.

44 **PASSED AND ADOPTED** this 11th day of February 2025.

45
46
47
48 _____
49 Mayor Edmund Malkoon

50 Attest:

51 _____
52 Katrina Adler, Town Clerk
53 (CORPORATE SEAL)

54 APPROVED AS TO FORM:

55
56 _____
57 Susan L. Trevarthen, Town Attorney
58

Town of Lauderdale-By-The-Sea
Parking Rates Effective March 3, 2025

Permit (1)	August 15, 2024 March 3, 2025	
	Annual	Monthly
1 A1A Parking Lot Government Permit ⁽²⁾		\$105
2 A1A Parking Lot Permit		
3 Bougainvilla (south) Overnight Parking Permit ⁽³⁾		\$85
4 Employee Permit		\$25
5 Event Pre-Paid Permit ⁽⁴⁾		
6 Hardship Permit	\$324	
7 Hardship Visitor Permit (24 hours)	\$38.00 per permit	
8 Reserved Parking Space Permit ⁽⁵⁾		
9 Resident Permit ⁽⁶⁾	\$60	
10 Residential Permit - senior ⁽⁶⁾	\$50	
11 Government Official Permit ⁽²⁾	\$0.00	
12 Valet Parking Permit ⁽⁸⁾		
Application Fee	\$100	
Permit Renewal	\$100	
Permit Revision	\$50	
13 Visitor Center Overnight Parking Permit ⁽¹⁰⁾		\$105
14 <u>Resident of the Village of Sea Ranch Lakes Parking Permit ⁽¹¹⁾</u>	<u>\$100</u>	
-		
Meter Rates (1)	August 15, 2024	
	Hourly	Daily
15 Beach District	\$4.00	
16 Bougainvilla Drive	\$4.00	
17 Poinciana Blvd.	\$4.00	
18 Commercial Blvd Business District	\$1.75	
19 West Tradewinds Ave.	\$1.75	
20 Friedt Park	\$4.00	
21 A1A Lot	\$4.00	
22 South Ocean (4312) Lot	\$4.00	
23 El Mar Lot	\$4.00	
24 El Prado Lot	\$4.00	
25 Town Hall Lot (weekend and event parking) ⁽⁷⁾	\$4.00	
26 Special Events		\$21.00
Policy & Procedures		
(1) Sales Tax: Sales Tax on permits shall be in addition to the permit fee. In off-street parking areas that use Pay Stations, the sales tax shall be in addition to the hourly meter rate. For single space meters, the sales tax shall be included in the hourly fee charged.		
(2) Government Permits: Town Manager is authorized to provide parking permits to governmental agencies without charge for the use of the A1A Parking Lot for periods not to exceed 24 hours and annual permits for the district County Commissioner, and Federal and State Representatives and Senators.		
(3) Bougainvilla Permit: This permit is available to those residing in Town and allows overnight parking in the 22 parking spaces on South Bougainvilla with locations, days, and hours to be determined by the Town Manager based on availability, location and lot usage.		
(4) Pre-Paid Permit: This permit may be approved by the Town Manager for activities such as special events, private events and similar activities. If approved, a pre-paid parking permit shall be specific to the location, time and date. The applicant shall pay the meter rate for the hours the meter is reserved when the meter would otherwise be used by the public.		
(5) Temporary Business Permit: This permit may be approved by the Town Manager upon a showing that the reservation of a specific parking space(s) for a short period of time would reduce the inconvenience to the public and decrease the time necessary for a business to conduct a business activity. The applicant shall pay the meter rate for the hours the meter is reserved when the meter would otherwise be used by the public.		
(6) Resident and Senior Permit Discounts: Effective July 1st of each year, Resident Permits and Senior Resident Permits shall be discounted 40%.		
(7) Waiver of Parking Requirements: Town Manager is authorized to waive parking requirements for Town events or civic organizations meeting at Town Hall or Jarvis Hall or to waive parking requirements or authorize parking on El Mar for people attending Town-sponsored events.		
(8) Valet Parking Operations: Valet parking operations may be approved through the special event application process and no Valet Parking Permit Application is required.		
(9) Special Events: A flat rate may be instituted for special events with approval of the Town Manager for specific lots, meters, or other designated parking areas as deemed necessary for the event.		
(10) Visitor Center Permit: This permit is available to those residing in Town and allows overnight parking in the 8 parking spaces within the Visitor Center Lot with locations, days, and hours to be determined by the Town Manager based on availability, location and lot usage.		
(11) <u>Resident of the Village of Sea Ranch Lakes: the Sea Ranch Lakes resident permit is effective from March 3, 2025, through September 30, 2025. Renewal would be required each fiscal year, from October 1 to September 30.</u>		



Agenda Item No: 18.e.

Town Commission Agenda Item Report

Meeting Date: February 11, 2025

Submitted By: Ken Rubach, Deputy Town Manager/Public Works Director

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2025-13: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH WALTERS ZACKRIA ASSOCIATES, PLLC FOR SCHEMATIC DESIGN SERVICES FOR THE PUBLIC SAFETY BUILDING PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: In 2020, the Town hired Matrix Associates to evaluate the Town's fire services. The evaluator, Robert Finn, included in the final report a brief analysis of the Town's fire safety building and recommended its replacement as it did not meet today's standards. Since that time, the Town has been starting to save to offset costs of a new building. An apartment building located behind the existing Fire/BSO administration building was also purchased in preparation for a new structure.

To make an informed decision regarding the public safety building, the Commission needs data to analyze the costs associated with its construction, the size requirements and standards associated with constructing a modern public safety facility. As part of our list of professional services firms that currently have a contract with the Town, Walters Zackria Associates specializes in government building design. Staff has requested that they provide a proposal to develop a conceptual plan which will assist the Town in their decision-making regarding a new or improved public safety building.

Walters Zackria Associates has extensive experience with similar projects, including the City of Wilton Manors and Broward's Sheriff Office. Abbas Zackria met with Town and Public Safety staff and toured the existing facility. After evaluating the facility, they are suggesting the following tasks to provide the Town with a conceptual rendering, floor plan and cost estimates to develop plans and construct a Public Safety Building.

The proposed project will include the following 10 service tasks:

1. Material Review and Needs Assessment:

a. Consultant will review available material provided by the Town including site surveys,

- previous studies, technical and environmental reports, and existing building plans.
- b. Consultant will interview the appropriate Police Department, Fire Department, IT Department, Public Works Department, Building Department, and other Town Staff to gather current and future needs regarding the facility and the proposed concept plan.
 - c. Consultant will review with Town Staff the location and requirements for water and sewer tie-ins.
 - d. Consultant will discuss power and communication availability with FPL / ATT /Comcast.

2. Programming:

Consultant will prepare a building program translating the building needs into building areas with approximate spatial size, adjacency relationships, equipment requirements occupancy requirements, parking requirements and programmatic considerations. The Consultant will provide a draft building program report to the Town staff for review. The Town will provide comments on the draft report and the Consultant shall address the Town's Comments and provide a final report.

3. Conceptual Facility Plans:

Based on the final building program report, Consultant will prepare a draft conceptual Facility plan illustrating a layout for the proposed Facility. Consultant will present the conceptual layout to Town staff for discussion. The Town will review and provide comments on the draft conceptual Facility plan, and the Consultant shall address Town comments and produce a final conceptual Facility plan.

4. Conceptual Site Plans:

- a. Consultant will provide a conceptual site plan for the Facility. Consideration will be given to make the most efficient use of the available 0.9 +/- acres.
- b. Consultant will prepare draft conceptual site plans for the Public Safety Complex including building, parking, pedestrian access and traffic flow. Building gross square footage and number of floors shall be indicated on the site plan. Consultant will present the conceptual site plan to Town staff for discussion. The Town will provide comments on the draft concept plan and the Consultant shall address the Town's Comments and provide a final concept plan.

5. Conceptual Phasing Plans:

Consultant will include a phasing plan to illustrate how the site could be developed over time and to allow operations to continue throughout construction of new facilities.

6. Conceptual Elevations:

Based on the final conceptual Facility plan, Consultant will prepare two public street view elevations illustrating a basic look and feel for the proposed building. Consultant will present the conceptual elevations to Town staff for discussion. Town will review and provide comments on the draft elevations, and the Consultant shall address Town's comments and produce final elevations.

7. Conceptual Renderings:

Consultant will prepare colored site plan and building renderings for (1) design concept.

8. Budget Estimate:

a. Consultant will develop a budgetary cost estimate that include all costs to construct the Public Safety Complex, parking, site work, landscaping, access road(s) and utilities. The Estimate earliest expected construction is 2027. The budgetary cost estimate shall include escalation costs for construction in 2027 and 2028.

9. Town Staff Presentation:

Once the Conceptual designs are approved, Consultant will prepare a PowerPoint presentation and present to Town Staff for their review and comments in preparation for the Town Commission.

10. Town Commission Presentation:

Consultant will present the project to Town Commission on a quarterly basis and ultimately at the final completion. Total of (5) Town Commission meetings are included.

Fees: The fees for these 10 tasks is \$194,760 with an additional \$1,500 in reimbursable expenses such as printing and renderings for a total cost of \$196,260. A total of \$500,000 has been budgeted in FY25 for design purposes in the CIP under the Town Hall/Public Safety line item (310-519161-500629).

Recommendation: Approve Resolution 2025-13: Authorizing the Town Manager to execute an agreement with Walters Zackria Associates for the Public Safety Building Schematic Design.

Exhibits:

1. Resolution 2025-13 Walters Zackria PSB Schematic Design

RESOLUTION NO. 2025-13

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH WALTERS ZACKRIA ASSOCIATES, PLLC FOR SCHEMATIC DESIGN SERVICES FOR THE PUBLIC SAFETY COMPLEX PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) issued Request for Qualifications No. 2024-07-01 (the “RFQ”) for continuing professional services in accordance with the Consultants’ Competitive Negotiation Act, Section 287.055, Florida Statutes (the “CCNA”) (the “Services”); and

WHEREAS, on September 18, 2024, the Town Commission adopted Resolution No. 2024-39, which approved the rankings of respondents to the RFQ and authorized the Town Manager to negotiate a continuing professional services agreement with the top seven ranked qualified firms, including Walters Zackria Associates, PLLC (the “Consultant”) for continuing professional architectural services (the “Services”); and

WHEREAS, pursuant to Resolution 2024-58, the Town entered into a continuing professional services agreement (the “Continuing Contract”) with the Consultant; and

WHEREAS, in 2023, the Town purchased the property located at 4512 Bougainville Drive, directly north of the current fire station as well as directly west of the public safety complex, to make improvements to the existing public safety complex or to build a new public safety facility (the “Project”); and

28 **WHEREAS**, to make an informed decision regarding the Project, the Town Commission
29 needs data to analyze the costs associated with its construction, the size requirements, and
30 standards associated with constructing a modern public safety facility; and

31 **WHEREAS**, in accordance with the terms of the Continuing Contract, the Town solicited
32 and the Consultant submitted a proposal to provide Services for the Project, including conceptual
33 renderings and cost estimates to develop plans and construct the Project, among other tasks, in the
34 amount of \$196,260 (the “Proposal”), attached hereto as Exhibit “1”; and

35 **WHEREAS**, Town staff recommends utilizing the Consultant for the Services related to
36 the Project; and

37 **WHEREAS**, the Town Commission wishes to issue a work authorization to the Consultant
38 for the Services in an amount not to exceed \$196,260, consistent with the Continuing Contract
39 previously entered into between the Town and Contractor (the “Work Authorization”); and

40 **WHEREAS**, the Town Commission deems it to be in the best interest of the Town and its
41 residents to approve the Work Authorization with the Contractor for the Services.

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

44 **Section 1. Recitals.** The foregoing “Whereas” clauses are hereby ratified and
45 confirmed as being true and correct and incorporated herein by this reference.

46 **Section 2. Work Authorization Approved.** The Town Commission hereby approves
47 the Work Authorization with the Consultant for the Services described in the Proposal attached
48 hereto as Exhibit “1”.

49 **Section 3. Authorization to Execute the Work Authorization.** The Town Manager
50 or designee is hereby authorized to execute the Work Authorization with the Consultant in an

amount not to exceed \$196,260, together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Section 4. Authorization to Implement. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this ___ day of February 2025.

Mayor Edmund Malkoon

Attest:

Katrina Adler, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



December 8, 2024

Ms. Linda Connors, AICP
Town Manager
4501 N Ocean Drive
Lauderdale-By-The-Sea, FL 33308

Re: Public Safety Complex – Programming and Schematic Design Proposal

Dear Ms. Connors:

The firm of Walters Zackria Associates, PLLC proposes the following scope of work and fee schedule for the proposed Public Safety Complex.

The Town of Lauderdale by the Sea is considering a new Public Safety Complex to relocate the Police Department, Fire Rescue Station 12, Emergency Operations Center (EOC), City IT servers, and some Building Department functions. The Public Safety Complex will consist of a single building that can be constructed while the existing operations remain functional on the adjacent site. The Town would like to preserve as much open space on the property as possible to allow for future development.

New or expanded Public Safety Complex functions will include:

Police Station:

1. Expanded crime evidence area with
 - a. Crime scene evidence storage and processing
 - b. Secure Linear chain of custody from booking, processing, and storage
3. Exterior Sally Port
4. Hold Cells
5. Secure Storage Areas
6. Expanded Office areas for officers
7. Relocation and Consolidation, as appropriate, to improve flow and efficiencies
8. Increase number of interview rooms
9. Body Camera infrastructure

Fire Station:

1. Correctly sized apparatus bays for fire rescue and ladder trucks
2. Day room and sleeping quarters
3. Storage and Decontamination areas

Building Department:

1. Plan review room
2. Permitting Counter in public lobby

IT Department:

1. Server room

Shared Spaces / Improvements:

1. Cooking kitchen
2. Restrooms, locker rooms, and showers
3. Fitness room
4. Public Lobby for Public Interactions with enhanced security
5. Conference and Training rooms (also to be used as EOC).
6. Improved access control and CCTV monitoring

The project will include the following service tasks:

1. Material Review and Needs Assessment:
 - a. Consultant will review available material provided by the Town including site surveys, previous studies, technical and environmental reports, and existing building plans.
 - b. Consultant will interview the appropriate Police Department, Fire Department, IT Department, Public Work Department, Building Department, and other Town Staff to gather current and future needs regarding the facility and the proposed concept plan.
 - c. Consultant will review with Town Staff the location and requirements for water and sewer tie-in.
 - d. Consultant will discuss power and communication availability with FPL / ATT / Comcast.
2. Programming:

Consultant will prepare a building program translating the building needs into building areas with approximate spatial size, adjacency relationships, equipment requirements occupancy requirements, parking requirements and programmatic considerations. The Consultant will provide a draft building program report to the Town staff for review. The Town will provide comments on the draft report and the Consultant shall address the Town's Comments and provide a final report.
3. Conceptual Facility Plans:

Based on the final building program report, Consultant will prepare a draft conceptual Facility plan illustrating a layout for the proposed Facility. Consultant will present the conceptual layout to Town staff for discussion. The Town will review and provide comments on the draft conceptual Facility plan, and the Consultant shall address Town comments and produce a final conceptual Facility plan.
4. Conceptual Site Plans:
 - a. Consultant will provide a conceptual site plan for the Facility. Consideration will be given to make the most efficient use of the available 0.9 +/- acres.
 - b. Consultant will prepare draft conceptual site plans for the Public Safety Complex including building, parking, pedestrian access and traffic flow. Building gross square footage and number of floors shall be indicated on the site plan. Consultant will present the conceptual site plan to Town staff for discussion. The Town will provide comments on the draft concept plan and the Consultant shall address the Town's Comments and provide a final concept plan.
5. Conceptual Phasing Plans: Consultant will include a phasing plan to illustrate how the site could be developed over time and to allow operations to continue throughout construction of new facilities.
6. Conceptual Elevations:

Based on the final conceptual Facility plan, Consultant will prepare two public street view elevations illustrating a basic look and feel for the proposed building. Consultant will present the conceptual elevations to Town staff for discussion. Town will review and provide comments on the draft elevations, and the Consultant shall address Town's comments and produce final elevations.
7. Conceptual Renderings:

Consultant will prepare colored site plan and building renderings for (1) design concept.
8. Budget Estimate:



- a. Consultant will develop a budgetary cost estimate that include all costs to construct the Public Safety Complex, parking, site work, landscaping, access road(s) and utilities. The Estimate earliest expected construction is 2027. The budgetary cost estimate shall include escalation costs for construction in 2027 and 2028.
9. Town Staff Presentation: Once the Conceptual designs are approved, Consultant will prepare a PowerPoint presentation and present to Town Staff for their review and comments in preparation for the Town Commission Presentation.
10. Town Commission Presentation: Consultant will present the project to Town Commission on a quarterly basis and ultimately at the final completion. Total of (5) Town Commission meetings are included.

Compensation

Compensation for professional consulting Architectural services as described herein shall be on a not to exceed lump sum basis. The fee breakdown for Tasks 1 to 10 is as follows:

TABLE 1: LABOR AND EXPENSE SUMMARY.

Task 1.1 - Material Review and Needs Assessment	\$ 16,660.00
Task 1.2 - Building Program	\$ 27,110.00
Task 1.3 to 1.7 – Schematic Design	\$ 90,170.00
Task 1.3 - Conceptual Facility Plans	
Task 1.4 - Conceptual Site Plans	
Task 1.5 - Conceptual Phasing Plans	
Task 1.6 - Conceptual Elevations	
Task 1.7 - Conceptual Renderings	\$ 17,800.00
Task 1.8 - Budget Estimate	\$ 10,600.00
Task 1.9 - Town Staff Presentation	\$ 7,020.00
Task 1.10 - Town Commission Presentations	\$ 23,900.00
 Project Total Lumpsum Fees	 \$193,260.00
Recommended Reimbursable Expense Budget	\$ 1,500.00
 Project Total	 \$194,760.00

Reimbursables - Above listed design costs do not include reimbursable items such as printing, plotting, mounted renderings, etc. \$1,500.00 would be estimated to cover these costs.

AGREEMENT

Additional services - If requested by the OWNER, shall include additional tasks not specifically mentioned above.

All additional services requested by the OWNER shall be billed at the firm's standard hourly rates. See standard hourly rates listed below. Additional services may include:
Services not listed in this proposal.

Payment Terms – Services will be invoiced at the completion of each phase. Payment will be expected within (30) days. A periodic charge of 1.5% / month will be charged on late payments.

Compliance with Laws - Architect shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In



the event that standards of practice change during the Project, architect shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Ownership of Documents - Documents prepared by architect for the Project are instruments of service and shall remain the property of architect. Record documents of service shall be based on the printed copy. Architect will furnish documents electronically however the OWNER releases architect from any liability that may result from documents used in this form. Architect shall not be held liable for reuse of documents for any purpose other than those intended under the Project.

Third Party Claims - The OWNER will compensate architect for services performed in defense of any third party claim unless the claim resulted from the negligent act, error or omission of architect.

Standard Rates – Billing rates for all additional services shall be as per the rates listed in the standard agreement between Town of Lauderdale by the Sea and Walters Zackria Associates, PLLC.

Please note that the firm cannot be held liable or responsible for undocumented or concealed existing site conditions.

Owner Requirements -

The Town will provide all available as-built drawings.

The Town will provide a current site survey.

The Town will provide site plat with any development restriction – easements, dedications, etc.

A schedule for completion of services will be generated once we receive a purchase order or a notice to proceed.

Thank you for the opportunity to provide design services. Services will be initiated once we receive a purchase order and Notice to Proceed. Please contact our office if you have any questions regarding this proposal.

Sincerely,



Abbas H. Zackria, RA CDT LEED AP
Principal Architect

Town Approval

Date

Signature_____

Title_____



Exhibit A Hourly Breakdown

LBTS PSB SCHEMATIC DESIGN - Hourly Breakdown - 12-8-24							TOTAL BASIC SERVICES =	\$193,260.00
	BASIC SERVICES	Principal Architect	Project Manager 1	Project Manager 2	Project Manager 3	CAD Operator 1	Administrative	WZA Subtotal
PHASE 1	SCHEMATIC DESIGN							
TASK 1.1	MATERIAL REVIEW and NEEDS ASSESSMENT							
	REVIEW AVAILABLE DOCUMENTS	2	8				4	
	REVIEW EXISTING SITE CONDITIONS	2	8					
	RESEARCH UTILITIES		8					
	INTERVIEW STAFF	8	8					
	DEVELOP NEEDS ASSESSMENT	4	8					
	MEETINGS (2)	4	4					
	Total Hours for Task 1.1	20	44	0	0	0	4	
	Rate	\$325.00	\$220.00	\$185.00	\$155.00	\$135.00	\$120.00	
	Total	\$6,500.00	\$9,680.00	\$0.00	\$0.00	\$0.00	\$480.00	\$16,660.00
TASK 1.2	BUILDING PROGRAM							
	DETERMINE ADJACENCIES	2	8					
	DETERMINE SPATIAL REQUIREMENT	2	8					
	CALCULATE REQUIRED GROSS AREA, NET AREA, NUMBER OF FLOORS		8					
	CALCULATE PARKING REQUIREMENTS - EQUIP., TRUCKS, CARS, ETC.		8					
	PROGRAM PREPARATION	2	32				6	
	PROGRAM DISSEMINATION		4					
	PROGRAM REVIEW MEETINGS (2)	4	4					
	PROGRAM MODIFICATIONS	2	12				6	
	ISSUE FINAL PROGRAM	2	12					
	Total Hours for Task 1.2	14	96	0	0	0	12	
	Rate	\$325.00	\$220.00	\$185.00	\$155.00	\$135.00	\$120.00	
	Total	\$4,550.00	\$21,120.00	\$0.00	\$0.00	\$0.00	\$1,440.00	\$27,110.00
TASKS 1.3 - 1.6	SCHEMATIC DESIGN							
	PREPARE CODE ANALYSIS	4	16					
	PREPARE EGRESS CALCULATIONS	4	16					
	PREPARE SCHEMATIC FLOOR PLANS BASED ON PROGRAM	4	24	48				
	PREPARE ROOM DATA SHEETS	4	24					
	DETERMINE FLOOR TO FLOOR HEIGHTS	4	8					
	PREPARE SCHEMATIC SITE PLAN	4	24					
	PREPARE SCHEMATIC SITE PHASING PLAN	4	8	48				
	DESIGN BUILDING ELEVATIONS	4	24	48				
	DESIGN SCHEMATIC BUILDING SECTIONS	4	16	48				
	UPDATE SCHEMATIC DESIGNS BASED ON STAFF COMMENTS	4	16	48				
	PREPARE FINAL SCHEMATIC SUBMITTAL		16	48				
	RESUBMIT REVISED SCHEMATIC DESIGNS FOR OWNER APPROVAL		16	48				
	TASK MEETINGS (UP TO 3)	6	6				6	
	Phase Deliverables							
	SITE PLAN							
	PLANS FOR EACH LEVEL							
	ALL ELEVATIONS							
	SECTIONS							
	PRELIMINARY MASSING							
	SUMMARY OF DESIGN AREAS AND CALCULATIONS							
	Total Hours for Tasks 1.3 to 1.6	26	126	288	0	0	6	
	Rate	\$325.00	\$220.00	\$185.00	\$155.00	\$135.00	\$120.00	
	Total	\$8,450.00	\$27,720.00	\$53,280.00	\$0.00	\$0.00	\$720.00	\$90,170.00
TASK 1.7	RENDERINGS	4	8	20		80	2	
	Total Hours for Task 1.7	4	8	20	0	80	2	
	Rate	\$325.00	\$220.00	\$185.00	\$155.00	\$135.00	\$120.00	
	Total	\$1,300.00	\$1,760.00	\$3,700.00	\$0.00	\$10,800.00	\$240.00	\$17,800.00
TASK 1.8	BUDGET ESTIMATE							
	Total Hours for Task 1.8	8	24	0	16	0	2	
	Rate	\$325.00	\$220.00	\$185.00	\$155.00	\$135.00	\$120.00	
	Total	\$2,600.00	\$5,280.00	\$0.00	\$2,480.00	\$0.00	\$240.00	\$10,600.00
TASK 1.9	TOWN STAFF PRESENTATION							
	Total Hours for Task 1.9	4	8	0	24	0	2	
	Rate	\$325.00	\$220.00	\$185.00	\$155.00	\$135.00	\$120.00	
	Total	\$1,300.00	\$1,760.00	\$0.00	\$3,720.00	\$0.00	\$240.00	\$7,020.00
TASK 1.10	TOWN COMMISSION PRESENTATIONS							
	Total Hours for Task 1.10	20	20	0	80	0	5	
	Rate	\$325.00	\$220.00	\$185.00	\$155.00	\$135.00	\$120.00	
	Total	\$6,500.00	\$4,400.00	\$0.00	\$12,400.00	\$0.00	\$600.00	\$23,900.00



Exhibit B
Project Location and Limits





Town Commission Agenda Item Report

Meeting Date: February 11, 2025

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2025-14: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPOINTING A SECOND ALTERNATE TO THE PLANNING AND ZONING BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

Explanation: There is a vacancy on the Planning and Zoning Board which needs to be filled. Staff contacted the applicants that had previously applied and asked them if they remained interested in serving. We also took new applications. Those applications are available for your review.

The vacant position is the 2nd alternate position.

Recommendation: Approve Resolution 2025-14 appointing a member of the Planning and Zoning Board.

Exhibits:

1. Resolution 2025-14 - Appointing A Member To The Planning And Zoning Board
2. Bartholomew P&Z
3. Brenner P&Z
4. Goldberg P&Z
5. Magill P&Z
6. Maloney P&Z
7. Minnet P&Z
8. Noll P&Z
9. Omana P&Z
10. Petkunas P&Z
11. Simonian P&Z
12. Swanson P&Z
13. Simpson P&Z

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RESOLUTION 2025-

**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-
THE-SEA, FLORIDA, APPOINTING A SECOND
ALTERNATE TO THE PLANNING AND ZONING BOARD;
PROVIDING FOR CONFLICTS; PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, pursuant to Section 30-23, “Board Procedures, Expenses and Staffing,” of the Town of Lauderdale-By-The-Sea, Florida (the “Town”) Code of Ordinances (the “Town Code”), the Town Commission is responsible for appointing five members and two alternates to the Planning and Zoning Board (the “Board”), who shall serve without compensation and at the discretion of the Town Commission; and

WHEREAS, Board members must be residents of the Town, qualified voters, and not employed by or hold any elected office within the Town; and

WHEREAS, the Town Commission appoints Board members during even-numbered years, coinciding with the election of the members of the Town Commission; and

WHEREAS, Section 30-23 of the Town Code provides that the Board members (including alternates) are appointed for two-year terms during the second Town Commission meeting following a regular election; and

WHEREAS, the Town Municipal Election was held on March 19, 2024; and

WHEREAS, on April 9, 2024, the Town Commission appointed five members, a first alternate, and a second alternate to the Board; and

WHEREAS, Section 30-23(b)(6) of the Town Code provides that a Board member or alternate who fails to attend three consecutive meetings during a two-year term shall forfeit his or her position; and

WHEREAS, on January 16, 2025, the second alternate was dismissed from the Board due to non-compliance with the Board attendance policy established by Town Code Section 30-23(b)(6); and

WHEREAS, the Town Commission desires to appoint a second alternate to the Board;

and

WHEREAS, the appointment of an alternate Board member is in the best interest of the Town of Lauderdale-By-The-Sea.

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 true and correct and hereby ratified and confirmed by the Town Commission and incorporated herein.

Section 2. Appointments. The Town Commission hereby appoints the following individual(s) as member(s) of the Planning and Zoning Board:

Section 3. Conflicts. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Town Commission of the Town of Lauderdale-By-The-Sea, Florida, this 11th day of February, 2025.

Mayor Edmund Malkoon

ATTEST:

57 Katrina Adler, Town Clerk
58 (CORPORATE SEAL)

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60

61 APPROVED AS TO FORM:

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Susan L. Trevarthen, Town Attorney



TOWN OF LAUDERDALE-BY-THE-SEA APPLICATION FOR BOARDS & COMMITTEES

Name of Board: Zoning & Planning
Applicant Name: Justin Bartholomew
Street Address: 5000 N. Ocean Blvd #1210
City State Zip Code: LBTS - 33308
Home Phone: " Cell Phone: 954-740-0644
Email Address: Justin.Breath@gmail.com
Occupation: Realtor / Brokerage owner
Business Address: 3924 N. Ocean Blvd, Ft Lauderdale 33308
Work Phone: 954-644-3550

Are you a Town resident? Yes ☒ No ☐ How long? 7 Years 7 Months

Are you a registered voter within the Town? Yes ☒ No ☐

Are you presently serving or have you ever served on any other board/committee? Yes ☐ No ☒

If so, which one(s)? _____

Please list your background experience, education, experiences, interests/hobbies which qualify you to serve on this board/committee:

Experience: Condo board member for 4 years
handling everyday issues and maintaining building
committees - ground committee

Education: Bachelor degree - University of Florida
Licensed realtor

Interests/Hobbies: Fishing, snorkeling, relaxing on the beach
Gardening, & Cooking

Applicant Signature [Signature] Please attach additional page, if needed
Name (printed) Justin Bartholomew Date: 4-9-24

- Making false statements herein may be cause for removal by the Town Commission.
- Please return your completed form to the Town Clerk's Office.

From: noreply@civicplus.com
Sent: Monday, April 8, 2024 10:59 AM
To: Town Clerk
Subject: Online Form Submittal: Town of Lauderdale-By-The-Sea Application for Boards & Committees

[CAUTION] This external e-mail originated outside the Town. Do not open links or attachments unless you are certain they are safe.

Town of Lauderdale-By-The-Sea Application for Boards & Committees

Name of Board	PLANNING & ZONING
First Name	KENNETH
Last Name	BRENNER
Address	258 Commercial Blvd
City	Lauderdale By The Sea
State	FL
Zip Code	33308
Home Phone	9546129571
Cell Phone	9546129571
Email Address	KENBRENNERLBTS@GMAIL.COM
Occupation	Former Accountant/Property Manager & Business Owner
Business Address	258 Commercial Blvd
City	Lauderdale By The Sea
State	FL
Zip Code	33308
Work Phone	954-938-0101
Are you a town resident?	Yes

If yes, how long?	17 years
Are you registered to vote within the Town?	Yes
Are you presently serving or have you ever served on any other board/committee?	Yes
If yes, which board/committee?	LBTS VFD FIRE PENSION BOARD
Please list your background experience, education, experiences, interests/hobbies which qualify you to serve on this board/committee.	
Experience	TAX ACCOUNTANT, PROPERTY MANAGER, LOCAL BUSINESS MANAGER
Education	BACHELOR DEGREE IN ACCOUNTING
Interests and Hobbies	TRAVEL

I acknowledge that making false statements herein may be cause for removal by the Town Commission.

Please type your signature.	KENNETH BRENNER
Today's Date	4/8/2024

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
Sent: Sunday, April 7, 2024 2:06 PM
To: Town Clerk
Subject: Online Form Submittal: Town of Lauderdale-By-The-Sea Application for Boards & Committees

[CAUTION] This external e-mail originated outside the Town. Do not open links or attachments unless you are certain they are safe.

Town of Lauderdale-By-The-Sea Application for Boards & Committees

Name of Board	Planning & Zoning Board
First Name	Howard
Last Name	Goldberg
Address	1960 Ocean Mist Dr
City	Lauderdale By The Sea
State	FL
Zip Code	33062
Home Phone	9549371790
Cell Phone	954 937 1790
Email Address	howard@goldbergsells.com
Occupation	Real Estate Sales
Business Address	1960 Ocean Mist Dr
City	Lauderdale By The Sea
State	FL
Zip Code	33062
Work Phone	9549371790
Are you a town resident?	Yes

If yes, how long?	15 years
Are you registered to vote within the Town?	Yes
Are you presently serving or have you ever served on any other board/committee?	Yes
If yes, which board/committee?	Field not completed.
Please list your background experience, education, experiences, interests/hobbies which qualify you to serve on this board/committee.	
Experience	Co-Chair of Planning & Zoning Board 2022-2024 Member Planning & Zoning Board 2018-2020
Education	B.A. degree Brooklyn College Graduate courses NYU
Interests and Hobbies	Boating ,soccer Chairman Chamber of Commerce of LBTS

I acknowledge that making false statements herein may be cause for removal by the Town Commission.

Please type your signature.	Howard Goldberg
Today's Date	4/7/2024

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Town Clerk

From: noreply@civicplus.com
Sent: Monday, March 18, 2024 2:13 PM
To: Town Clerk
Subject: Online Form Submittal: Town of Lauderdale-By-The-Sea Application for Boards & Committees

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Town of Lauderdale-By-The-Sea Application for Boards & Committees

Name of Board	Planning/Zoning or Charter Review
First Name	Lisa
Last Name	Magill
Address	1573 Blue Water Terrace N
City	Pompano Beach
State	FL
Zip Code	33062
Home Phone	9542543439
Cell Phone	9542543439
Email Address	lmagill@kbrlegal.com
Occupation	attorney
Business Address	1200 park central blvd south
City	Pompano Beach
State	FLORIDA
Zip Code	33064
Work Phone	9549280680
Are you a town resident?	Yes

If yes, how long?	13 years
Are you registered to vote within the Town?	Yes
Are you presently serving or have you ever served on any other board/committee?	No
If yes, which board/committee?	<i>Field not completed.</i>

Please list your background experience, education, experiences, interests/hobbies which qualify you to serve on this board/committee.

Experience	I would be a good candidate for either the P&Z board or the Charter Review board. I am a community association attorney so I am very familiar with reading ordinances, drafting legislation as a delegate to a statewide organization that focuses on community association legislation and also serve on a national task force and national legislative advocacy committee that addresses legislation and other legal and/or governmental issues related to community association operations. For example, our recent work on a federal level is an effort to exempt community associations from compliance with the Corporate Transparency Act. I am familiar with the state pre-emption on the vacation rental ordinances (and efforts to pre-empt mostly everything e.g. plastic straws, suntan lotion, etc.) and want to get involved in our Town.
Education	SUNY Binghamton (B.A.); University of Miami School of Law (J.D.)
Interests and Hobbies	I'm interested in how I can get involved and make a difference in our little town.

I acknowledge that making false statements herein may be cause for removal by the Town Commission.

Please type your signature.	Lisa Magill
Today's Date	3/18/2024

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Town Clerk

From: noreply@civicplus.com
Sent: Monday, February 19, 2024 4:14 PM
To: Town Clerk
Subject: Online Form Submittal: Town of Lauderdale-By-The-Sea Application for Boards & Committees

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Town of Lauderdale-By-The-Sea Application for Boards & Committees

Name of Board	Planning & Zoning Board
First Name	Gregory
Last Name	Maloney
Address	5450 North Ocean Blvd
City	Lauderdale by the Sea
State	Florida
Zip Code	33308
Home Phone	7706394480
Cell Phone	Field not completed.
Email Address	greg.maloney@gtmretailadvisors.com
Occupation	Real Estate
Business Address	221 East Commercial Blvd. Suite 205
City	Lauderdale by the Sea
State	Florida
Zip Code	33308
Work Phone	7706394480
Are you a town resident?	Yes

If yes, how long?	6/13
Are you registered to vote within the Town?	Yes
Are you presently serving or have you ever served on any other board/committee?	No
If yes, which board/committee?	Field not completed.
Please list your background experience, education, experiences, interests/hobbies which qualify you to serve on this board/committee.	
Experience	I'm now working as a consultant for retail real estate. I was the former CEO of JLL Retail division. JLL is a worldwide real estate firm. I was the CEO for 21 years and build a retail business from 26 million to 325 million over that 21 years. We managed over 825 malls, strip centers, life style centers, power centers and mix-use assets in 43 states.
Education	Graduate of Milton College in Milton Wisconsin. Business degree.
Interests and Hobbies	Golf, traveling and reading.

I acknowledge that making false statements herein may be cause for removal by the Town Commission.

Please type your signature.	Gregory T Maloney
Today's Date	2/19/2024

Email not displaying correctly? [View it in your browser.](#)

Town Clerk

From: noreply@civicplus.com
Sent: Tuesday, April 2, 2024 3:53 PM
To: Town Clerk
Subject: Online Form Submittal: Town of Lauderdale-By-The-Sea Application for Boards & Committees

[CAUTION] This external e-mail originated outside the Town. Do not open links or attachments unless you are certain they are safe.

Town of Lauderdale-By-The-Sea Application for Boards & Committees

Name of Board	Planning and Zoning and Charter Review Board
First Name	roseann
Last Name	minnet
Address	2000 south ocean blvd apt 11e
City	lauderdale by the sea
State	fl
Zip Code	33062
Home Phone	954-942-2194
Cell Phone	954-801-6747
Email Address	roseannaminnet@gmail.com
Occupation	lighting designer
Business Address	223 west prospect road
City	oakland park
State	fl
Zip Code	33309
Work Phone	954-351-7282
Are you a town resident?	Yes

If yes, how long? 18 years

Are you registered to vote within the Town? Yes

Are you presently serving or have you ever served on any other board/committee? Yes

If yes, which board/committee? *Field not completed.*

Please list your background experience, education, experiences, interests/hobbies which qualify you to serve on this board/committee.

Experience Served on Both the Charter Review Board and the Planning and Zoning Board. I have extensive knowledge in building and design.

Education BA in Accounting from FAU

Interests and Hobbies family, reading, community

I acknowledge that making false statements herein may be cause for removal by the Town Commission.

Please type your signature. roseann minnet

Today's Date 4/2/2024

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TOWN OF LAUDERDALE-BY-THE-SEA APPLICATION FOR BOARDS & COMMITTEES

Name of Board: Planning and Zoning Board
Applicant Name: Robert W. Noll
Street Address: 4050 N. Ocean Dr. #1206
City State Zip Code: Lauderdale by the Sea, FL 33308-5964
Home Phone: _____ Cell Phone: 717-404-9008
Email Address: bob.noll@msn.com
Occupation: Flight Attendant - Southwest Airlines
Business Address: 2702 Love Field Dr. HDQ-1PR Dallas, TX 75235
Work Phone: 214-792-4000
Fax Number: _____

Are you a Town resident? Yes ☒ No _____ How long? 12 Years 3 Months

Are you a registered voter within the Town? Yes ☒ No _____

Are you presently serving or have you ever served on any other board/committee? Yes _____ No ☒

If so, which one(s)? _____

Please list your background experience, education, experiences, interests/hobbies which qualify you to serve on this board/committee:

Experience: Living in Lauderdale by the Sea for over 12 years I have been helping with the Broward County Board of Elections and have met a lot of our neighbors here in town.

Education: Earned a BS Degree in Business Administration from Harford Community College, Bel Air, Maryland

Interests/Hobbies: Enjoy biking, gardening, beach activities, and picking up trash on the beach and around town.

Please attach additional page, if needed

Applicant Signature

Robert W. Noll

Name (printed)

Robert W. Noll

Date:

01/31/2025

- Making false statements herein may be cause for removal by the Town Commission.
- Please return your completed form to the Town Clerk's Office.

Robert W. Noll (continued)

If chosen to the LBTS Planning and Zoning Board I would utilize my education, my service skills, and a common sense and good judgement approach to assist other board members in making LBTS a wonderful and enjoyable community to reside. Being transparent will keep everyone "in the know" and communicate plans and projects that happen in our town. I look forward to having the opportunity to serve on this board with the other board members effectively and respectfully, to ensure our community thrives over the years ahead.

From: noreply@civicplus.com
Sent: Wednesday, March 20, 2024 7:51 PM
To: Town Clerk
Subject: Online Form Submittal: Town of Lauderdale-By-The-Sea Application for Boards & Committees

[CAUTION] This external e-mail originated outside the Town. Do not open links or attachments unless you are certain they are safe.

Town of Lauderdale-By-The-Sea Application for Boards & Committees

Name of Board	Planning and Zoning Board
First Name	Patricia
Last Name	Omana
Address	4540 N. Ocean Drive
City	Lauderdale by the Sea
State	FL
Zip Code	33308
Home Phone	4439561462
Cell Phone	4439561462
Email Address	patriciajomana@gmail.com
Occupation	Family Navigator South Eastern Region
Business Address	1415 Cypress Creek Road, Suite 100
City	Ft. Lauderdale
State	FL
Zip Code	33309
Work Phone	5614905370
Are you a town resident?	Yes

If yes, how long?	7/3
Are you registered to vote within the Town?	Yes
Are you presently serving or have you ever served on any other board/committee?	Yes
If yes, which board/committee?	Planning and Zoning Board
Please list your background experience, education, experiences, interests/hobbies which qualify you to serve on this board/committee.	
Experience	Have serve in multiple boards in the past, Maryland Hispanic Chamber of Commerce for over 10 years, board in various non profit organizations. LBTS planning and zoning board.
Education	Bachelors degree in communications. Masters degree in Human Services Child protection with a focus on legal, family and dependency law.
Interests and Hobbies	Interested in serving my community at large, helping families, maintaining the focus of the town and its safety. Play tennis, read.
I acknowledge that making false statements herein may be cause for removal by the Town Commission.	
Please type your signature.	Patricia Omana
Today's Date	3/20/2024

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TOWN OF LAUDERDALE-BY-THE-SEA APPLICATION FOR BOARDS & COMMITTEES

Planning and Zoning

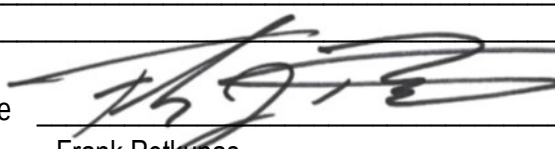
Name of Board: _____
Applicant Name: Frank Petkunas
Street Address: 4322 El Mar Drive
City State Zip Code: Lauderdale By The Sea, FL 33308
Home Phone: _____ Cell Phone: 215-280-5704
Email Address: fj.petkunas@comcast.net
Occupation: Real Estate Developer - Executive VP/Partner for CRG (Chicago)
Business Address: 300 Barr Harbor Drive, Conshohocken, PA 19087
Work Phone: _____
Fax Number: _____
Are you a Town resident? Yes ☒ No _____ How long? ____ Years 8 Months
(owner and periodic resident)
Are you a registered voter within the Town? Yes _____ No ☒
Are you presently serving or have you ever served on any other board/committee? Yes ☒ No _____
If so, which one(s)? Horsham Industrial Development Board / NAIOP / ULI / ARES

Please list your background experience, education, experiences, interests/hobbies which qualify you to serve on this board/committee:

Experience: 35 years of various roles in real estate asset class. Principal developer for \$12B in warehouse, office and retail development. Aquisitions for institutional portfolios and separate account funds. Investment banking /private equity for public and private REITS.

Education: BS - Urban Planning - University of Maryland
MS - Real Estate - Johns Hopkins University
MBA International Business - Georgetown University

Interests/Hobbies: _____

Applicant Signature  Please attach additional page, if needed
Name (printed) Frank Petkunas Date: 02/03/2025

- ☐ Making false statements herein may be cause for removal by the Town Commission.
- ☐ Please return your completed form to the Town Clerk's Office.



TOWN OF LAUDERDALE-BY-THE-SEA APPLICATION FOR BOARDS & COMMITTEES

Name of Board:

Applicant Name:

Street Address:

City State Zip Code:

Home Phone:

Email Address:

Occupation:

Business Address:

Work Phone:

Fax Number:

Are you a Town resident? Yes ☒ No ☐ How long? 10 Years 10 Months

Are you a registered voter within the Town? Yes ☒ No ☐

Are you presently serving or have you ever served on any other board/committee? Yes ☐ No ☒

If so, which one(s)?

Please list your background experience, education, experiences, interests/hobbies which qualify you to serve on this board/committee:

Experience: 20+ yrs in healthcare management, operations and sales leadership which included project management (identify practice locations, design, permits, etc) ex: build-outs

Education: BS Business Administration
MS Education

Interests/Hobbies: Rowing, exercise, swimming, yoga

Applicant Signature

Name (printed)

CV attached
Please attach additional page, if needed

Date:

- Making false statements herein may be cause for removal by the Town Commission.
- Please return your completed form to the Town Clerk's Office.

Barbara M. Simonian, M.S.Ed.

Lauderdale by the Sea, FL

Email: simonianb@gmail.com

Cell: (716) 863-3193

www.linkedin.com/in/barbara-s-9b398846

**Leadership | Growth | Operations | Sales | Recruitment | Training |
Customer Experience | Education**

An accomplished leader in the medical landscape with a history of building outstanding relationships and motivating sales and operational teams in medical practices and healthcare systems. Consistently exceeds expectations and goals. Diverse skillset includes managing multiple sites, operations, sales, team development and talent management, strategy and leadership, finance and growth, contract negotiation, quality improvement and patient satisfaction, and mentoring individuals to succeed. With a Master's in Education, skillset also includes teaching.

KEY NOTABLES AND AWARDS

Excellence in managing multiple practice sites and all aspects of the business.
Excellent financial, business operations, customer satisfaction, and sales/marketing management.
Excellent presentation skills in market opportunities, KPI's, and data analytics.
Learns all aspects of the business: operations, technology, sales, financial forecasting, and management.
PIP / Root Cause Analyses: Implemented special projects to improve business operations, scheduling, market growth, and customer experience.
Forecasting and managing multi-million-dollar budgets for multiple sites.
Recruits, trains, and coaches teams and individuals for success.
Exceeds sales, growth, and revenue goals year over year.
Retained approx 98% of partner contracts through relationship-building, and exceeding expectations with partner hospitals.
Developed system-wide project management models to enhance productivity and efficiency.
Provides patient financial counseling and insurance verification/approval.
Processes billing, and facilitates billing and receivable audits.
Awards - Model Leadership Award, Center of Excellence, Center of Distinction, Trinity St. Joseph's Outstanding Leadership Award, Top Leader in Patient Services and Employee Satisfaction.

CAREER HISTORY

Trinity Christian School (Florida, 2023 – present)

- Provide short and long-term teaching to elementary school students.
- Manage and participate in school policies and day-to-day activities.
- Support and coach students in learning processes and provide an environment for success.
- Participate in the teacher's administrative responsibilities as appropriate.

Senior Director of Sales and Business Development at Pinnacle Home Care (Florida, 2022–2023)

- Managed multiple Home Care locations throughout FL.
- Direct reports included a team of approximately 10 Regional Sales Managers.
- Forecasted, set, and implemented goals, growth plans, and objectives.
- Held weekly one-on-one accountability meetings and discussions.
- Mentored regional sales leaders and aligned with operations partners.
- Implemented system-wide PIP to improve billing and customer experience.

Operations and Sales Consultant per diem A1A Medical Group (Florida, 2020-2021)

- Educate patients and prospective patients on aesthetic treatments and procedures.

Area Vice President at Healogics (Florida, Maryland, DC, Virginia 2012-2019)

- Managed multiple Wound Care and Hyperbaric Medicine Centers throughout FL, MD, DC, and VA.
- Direct reports included approximately 15 Directors.
- Recruited, trained, and coached Directors.
- Held weekly one-on-one accountability meetings and discussions.
- Built relationships with hospital partners and presented monthly KPI results.

the unique needs of each family. The court will only approve a parenting plan that is in the best interests of the children.

Parenting Plans are designed to reflect the modern day challenges and circumstances facing parents and minor children before, during, and after a dissolution of marriage. For example, Parenting Plans:

- Address the details of how the parents will share in the decision-making responsibilities for major decisions and for the day-to-day tasks in raising children.
- Articulate the regular, holiday, and break schedules for the time the children will spend with each parent.
- Encompass issues including the address to be used for school registration and boundary determination, and methods and technologies for communicating with the children.

In approving a Parenting Plan, a court must make a determination of what is in the best interest of the child. Among the _____ to be considered by the court in determining the child's best interests are the following:

- The demonstrated capacity and disposition of each parent to facilitate and encourage a close and continuing parent-child relationship, to honor the time-sharing schedule, and to be reasonable when changes are required.
- The length of time the child has lived in a stable, satisfactory environment and the desirability of maintaining continuity.
- The geographic viability of the Parenting Plan, with special attention paid to the needs of school-age children and the amount of time to be spent traveling to effectuate the Parenting Plan.
- The moral fitness of the parents.
- The mental and physical health of the parents.
- The child's home, school and community record.
- The reasonable preference of the child, if the court deems the child to be of sufficient intelligence, understanding, and experience to express a preference.
- Evidence of domestic violence, sexual violence, child abuse, child abandonment, or child neglect, regardless of whether a prior or pending action relating to those issues has been brought. If the court accepts evidence of prior or pending actions regarding domestic violence, sexual violence, child abuse, child abandonment, or child neglect, the court must specifically acknowledge in writing that such evidence was considered when evaluating the best interests of the child.

Additionally, the court may consider other factors and considerations to be made by the court in approving a Parenting Plan. The more closely and cooperatively the two parents can work

or acquire, spousal support (called "alimony" in Florida) is to be paid, if at all, and a selection of which state's laws will govern the interpretation and enforcement of the agreement. This is by no means an exhaustive list of the topics. However, there are certain topics that cannot be included in the premarital agreement. For example, ongoing child support which cannot be waived in Florida. If you have any questions about premarital agreements, you should consult with a Florida family law attorney. There is even a statute specifically addressing premarital agreements in [§ 61.08](#) of the Florida Statutes.

Post-marital Agreements

If spouses do not execute an agreement before their marriage (premarital agreement), but are still interested in pre-determining issues should their marriage end in death or dissolution, they can still enter into an agreement. Marital agreements that are signed after a marriage are called "post-marital agreements" or "post-nuptial agreements" in Florida. The terms are interchangeable. Post-marital agreements can address the same topics as a premarital agreement and have the same limitations. If you have questions about post-marital agreements, you should consult with a Florida family law attorney.

Child-Related Issues

Defining Children

Any child born to you and your spouse during your marriage is a child of the marriage. If you and your spouse have a child *together* before the marriage, your marriage makes them children of the marriage. Unless a person has adopted a child of his or her spouse, the stepparent does not have parental rights or responsibilities. Therefore, a stepparent will not have a right to contact with his or her stepchildren nor the responsibility of financially supporting the child before, during, or after a marriage.

If a person has adopted a stepchild then that parent is the child's parent in all respects and will be given the same consideration as if he/she was the child's natural born parent in the event of the death of the other parent or the dissolution of a marriage.

Parenting Plan

Florida law requires the creation of a Parenting Plan for all children subject to a dissolution of marriage action. It may help parents who are separating but not dissolving their marriage to prepare one as well. There are several different [types](#) of parenting plans available to address

- Negotiated and facilitated multi-year wound care and hyperbaric medicine hospital and nursing home contracts. Ensured compliance in all areas of the center's and Healogics business.
- Forecasted and managed multi-million-dollar budgets for the company and hospitals.
- Consistently achieved 10-25% revenue growth and 6-14% EBITDA growth annually.
- Implemented PIPs as appropriate.

Director and Mentor Director at Healogics (Fayetteville, New York 2008-2012)

- Managed all center staff, operations, and business development for St. Joseph's Center for Wound Care and Hyperbaric Medicine according to the contractual agreement between Healogics and the hospital.
- Revitalized failing wound care and hyperbaric medicine program, securing a 5-year renewal contract with the hospital partner.
- Improved center operations, increased employee satisfaction, exceeded KPI's, and created a highly motivated, committed team.
- Exceeded company revenue goals by 25% and tripled hospital revenue.
- Presented and obtained approval to expand the center to accommodate growth.
- Achieved Accreditation with Distinction by the UHMS.
- Implemented PIP's and mentored new hires from other centers.
- Improved Patient Satisfaction scores through improved customer-patient experience.

President at HEALTHCARE ADVISORY GROUP, LLC (Manlius, NY 2006-2008)

- Contracted with medical practices for comprehensive practice and staff evaluation. Implemented recommendations and PIP's as appropriate.

Plastic Surgery and ENT Practice Manager at DOUGLAS W. HALLIDAY, M.D., P.C. (Syracuse, NY 2004 – 2005)

- Managed all staff, operations, and business development for the practice.
- Recruited and trained new staff.
- Marketed the practice to the community, hospitals, and private practitioners.
- Facilitated relocation and build-out, including an ambulatory surgical suite.
- Ensured compliance with product handling and dispensing standards.
- Ensured excellent customer experience.

Director of Marketing and Business Development at Amherst Sleep Medicine (Williamsville, NY 2001-2003)

- Planned and managed private practice build-out and opening.
- Recruited, hired, trained, and managed staff.
- Implemented policies and procedures for compliance.
- Marketed the program to stimulate referrals and business growth.
- Ensured excellent customer - patient experience.

Manager, Clinical Programs at KALEIDA HEALTH Department of Internal Medicine and Sub-Specialties, Buffalo, NY 1994-2001

- Managed all staff within the programs.
- Managed clinical, research, and operational activities.
- Forecasted and managed budgets in all programs and the aspects of research agreements.
- Implemented system-wide Project Management and Merger process.

EDUCATION, VOLUNTEER ACTIVITIES, AFFILIATIONS
--

- **Master of Science, Education**, D'Youville University, Buffalo, NY.
- **Bachelor of Science, Business Management and Administration**, Canisius University, Buffalo, NY.
- **Volunteer**: Visitor Center, Lauderdale by the Sea, FL.
- **Member**: Atlantic Beach Villas Covenant Committee, Lauderdale by the Sea, FL.
- **Former Volunteer**: Learn to Row Program, Various rowing clubs – USA.
- **Former Board and Crew Member**: Various rowing clubs – USA.
- **Former Coach and Asst. Coach**: West Side Rowing Club, Buffalo NY.



TOWN OF LAUDERDALE-BY-THE-SEA APPLICATION FOR BOARDS & COMMITTEES

Name of Board: Zoning Board
Applicant Name: Lynn Swanson
Street Address: 4900 N Ocean Blvd, Apt 307
City State Zip Code: Lauderdale by the Sea, FL 33308
Home Phone: _____ Cell Phone: (954) 299-0699
Email Address: lynn0699@gmail.com
Occupation: Lawyer
Business Address: 4201 Wilson Boulevard, Arlington, VA 22203 (I work remotely)
Work Phone: (954) 299-0699
Fax Number: N/A

Are you a Town resident? Yes ☒ No _____ How long? 8 Years _____ Months

Are you a registered voter within the Town? Yes ☒ No _____

Are you presently serving or have you ever served on any other board/committee? Yes _____ No ☒

If so, which one(s)? _____

Please list your background experience, education, experiences, interests/hobbies which qualify you to serve on this board/committee:

Experience: I currently help education entrepreneurs start innovative learning environments. As part of my job I frequently review zoning codes and helping entrepreneurs navigate the requirements to get changes to occupancies and in some cases some sort of conditional use. I have been a practicing lawyer for over 20 years working closely with local, state and federal regulations.

Education: J.D. from the University of Michigan Law School, B.A. from Wellesley College

Interests/Hobbies: Tennis, golf, cooking, reading, bicycling, live music. I enjoy going to the beach and simply spending time outdoors. I moved to Lauderdale by the Sea from Boca Raton because I like the small town feel. My interest in joining the zoning board reflects my desire that LBTS retains that feel yet finds a good balance with commercial activity and progress.

Please attach additional page, if needed

Applicant Signature L. Swanson

Name (printed) L. Swanson

Date: January 28, 2025

- Making false statements herein may be cause for removal by the Town Commission.
- Please return your completed form to the Town Clerk's Office.

Lynn M. Swanson
4900 N Ocean Blvd, Apt 307
Lauderdale-By-The-Sea, FL 33308
Tel: (954) 299-0699
Email: lynn0699@gmail.com

January 28, 2025

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

Atten: Town Clerk's Office

Re: Application for Zoning Board

Ladies and Gentlemen:

I submit the attached completed application for a position on the zoning board for Lauderdale-By-The-Sea. I have been a resident of LBTS since February 2018. I moved from Boca Raton to LBTS because of the small town feel and walkability of the town. I purposely looked for a residence that was within walking distance of the traffic circle at El Mar Drive and Commercial Boulevard. I have not been disappointed with my choice to live here.

My interest in serving on the zoning board stems from my desire that LBTS retain its charm while being welcoming to commercial activity and progress. It can be a delicate balance.

I have been a practicing lawyer for over 20 years. Much of my practice has focused on small business law. I currently specialize in assisting education entrepreneurs navigate the regulatory requirements to run unconventional learning environments. Throughout my career I have had to work with local, state and federal regulation, including land use ordinances. In my current role I frequently have to decipher zoning requirements and consult local zoning offices throughout Florida. As a result of my work, I have experienced navigating zoning requirements from a residential and business perspective which I think is good knowledge to bring to a government position.

I would be happy to discuss my qualifications with the zoning board or other officials. Thank you for your consideration of this application.

Kind regards,



Lynn Swanson

Encl: Application



TOWN OF LAUDERDALE-BY-THE-SEA APPLICATION FOR BOARDS & COMMITTEES

Name of Board: Planning + Zoning Board
Applicant Name: Mashawn Simpson
Street Address: 1984 West Terra Mar Drive
City State Zip Code: Lauderdale by the Sea FL 33062
Home Phone: 202 258 2134 Cell Phone: 561 213 2815
Email Address: msimpson5830@gmail.com
Occupation: Attorney - Associate General Counsel
Business Address: 777 Yamato Road Boca Raton FL 33431
Work Phone: 561 213 2815
Fax Number: _____

Are you a Town resident? Yes ☒ No _____ How long? 3 Years 9 Months

Are you a registered voter within the Town? Yes ☒ No _____

Are you presently serving or have you ever served on any other board/committee? Yes _____ No ☒

If so, which one(s)? _____

Please list your background experience, education, experiences, interests/hobbies which qualify you to serve on this board/committee:

Experience: Adapt at problem solving and balancing competing interests, excellent communication skills, and a team player work experience with conflict resolution and compliance with rules.

Education: University of VA, BA in Govt Affairs
Georgetown University Law Center, JD

Interests/Hobbies: _____

Please attach additional page, if needed

Applicant Signature Mashawn T. Simpson

Name (printed) Mashawn T. Simpson

Date: 02/06/25

- o Making false statements herein may be cause for removal by the Town Commission.
- o Please return your completed form to the Town Clerk's Office.