

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday, May 27, 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, May 27, 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 Pauline Brooks McGuiness representing the Bahai Faith**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
 - 5.a. BSO Budget Presentation
 - 5.b. Business for the Arts Broward
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
 - 7.a. BSO April 2025 Public Safety Report
 - 7.b. PBFD April 2025 Public Safety Report
8. **TOWN MANAGER REPORT**
 - 8.a. Town Manager Report
 - 8.b. March 2025 Finance Report
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
 - 10.a. Approval of Minutes for May 7, 2025.
11. **CONSENT AGENDA**
12. **OLD BUSINESS**
13. **NEW BUSINESS**
 - 13.a. Commissioner Graziano's Request for a \$5,000 Donation to Support Tiffany Coquis as Miss Lauderdale-By-The-Sea.
14. **COMMISSIONER PRESENTATIONS**
15. **COMMISSIONER COMMENTS**
16. **ORDINANCES 1st Reading**
17. **ORDINANCES 2nd Reading**
18. **RESOLUTIONS – PUBLIC COMMENTS**

- 18.a.** RESOLUTION 2025-23: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SELECTING TELE-VAC SOUTH INCORPORATED FOR SANITARY SEWER/ STORM DRAIN MAINTENANCE AND REPAIR SERVICES PURSUANT TO REQUEST FOR PROPOSALS NO. 2025-04-01; AUTHORIZING THE TOWN MANAGER TO EXECUTE A MULTI-YEAR AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
- 18.b.** RESOLUTION 2025-24: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE PURCHASE OF CUSTOM PAVERS FROM EARTH SURFACES OF AMERICA, INC. FOR THE CONNIE HOFFMANN OCEAN PLAZA IN AN AMOUNT NOT TO EXCEED \$34,517.50; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
- 18.c.** RESOLUTION 2025-25: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH HITCHCOCK DESIGN GROUP FOR DESIGN SERVICES FOR EL PRADO PARK; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND 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: May 27, 2025

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: BSO Budget Presentation

Explanation: Colonel Andrew Dunbar and Major Edward McCardle will present the recent BSO salary study.

Recommendation: N/A

Exhibits: None



Agenda Item No: 5.b.

Town Commission Agenda Item Report

Meeting Date: May 27, 2025

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Business for the Arts Broward

Explanation: Robyn Vegas will present the survey results regarding an opportunity for a mural at 262 Commercial Boulevard.

Recommendation: N/A

Exhibits: None



Agenda Item No: 7.a.

Town Commission Agenda Item Report

Meeting Date: May 27, 2025

Submitted By: William Wesolowski, Captain, Broward County Sheriff's Office

Submitting Department: Public Safety

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO April 2025 Public Safety Report

Explanation: BSO April 2025 report prepared by Captain William Wesolowski.

Recommendation: Accept/Approve

Exhibits:

1. TM Report-April 2025



Sheriff Gregory Tony, Ph.D.

Date: May 4, 2025

To: Linda Connors
Town Manager

From: Captain William Wesolowski
Commander, Lauderdale by the Sea District

Subject: BSO Public Safety Report- April 2025

PERSONNEL CHANGES:

None

EMPLOYEE OF THE MONTH: Detective Benya Koos

During the end of February 2025 and early March 2025, BSO received increased reports of bicycle thefts from seasonal LBTS vacationers. Detective Benya Koos was assigned to investigate these thefts and immediately attempted to identify the subjects responsible. Even as the incidents were being reported, Detective Koos would respond to the scene of the thefts along with the reporting deputy in order to assist in gathering any additional evidence that may exist. Detective Koos was able to obtain surveillance video that captured the suspects responsible for several of these reported crimes. Detective Koos also utilized the town's surveillance cameras and License Plate Reader (LPR) systems to identify the vehicles utilized by the subjects involved in these crimes. After gathering the surveillance videos and vehicle information, Detective Koos was able to positively identify two different subjects who stole bikes from three different reported victims.

Both identified subjects were found to have criminal records. To prevent any further thefts, Detective Koos obtained an arrest warrant for one of the subjects and quickly located and arrested the second subject. The subject with the warrant was eventually arrested by Pompano Beach deputies. Since these two arrests, LBTS has not had any other reported bicycle thefts.

Detective Koos is committed to the Broward Sheriff's mission to protect the residents and business owners of Lauderdale-By-The-Sea by apprehending criminal offenders. As a result of his efforts and commitment to serve the community, Detective Koos is awarded the Lauderdale-by-the-Sea District Employee of the Month for April 2025.

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

- **Elder Links:** This program offers referral services to elderly residents and other senior citizens in need of medical and mental health care, meal delivery or other social services.
- **Business and Residential Security Surveys:** The Business and Residential Security Survey program teaches participants to secure their business, home, or condominium to reduce the likelihood of burglary and theft. Security surveys, conducted by a certified law enforcement security specialist, are provided upon request, at no charge to the business owner or resident.
- **Vacation House Watch Program:** Residents who are traveling out-of-town may register for this program. Deputies will conduct periodic checks of their residence until their return.
- **Neighborhood Crime Prevention Program:** The Neighborhood Crime Prevention program liaison organizes and conducts crime prevention and security seminars at the request of neighborhood civic and condominium associations. We will also help facilitate any Neighborhood Crime Watch programs in which the residents wish to participate.
- **Identity Theft and Scam Prevention Program:** The Identity Theft and Scam Prevention program is designed to inform residents about identity theft and how to lessen their chances of becoming a victim of a scam. Residents are informed on the importance of shredding documents, awareness of suspicious individuals, protection of passwords and use of caution in revealing information. Our Shred-A-Thon to reduce identity theft event is incorporated into this program.
- **Enhanced Marine Law Enforcement Patrol Program:** The BSO Marine Patrol Unit participates in the Enhanced Marine Law Enforcement Grant on behalf of Lauderdale-by-the-Sea. This grant allows for additional maritime patrols throughout the Town's waterways and adjacent ocean area.
- **Citizen Observer Patrol (COP) Program:** COP volunteers are local residents who receive public safety training. They are a tremendous asset to the Town of Lauderdale-by-the-Sea. COP members alternate assisting in administrative duties or patrolling local neighborhoods as an extra pair of eyes and ears to supplement deputy sheriff patrols. COP members also attend monthly patrol information and criminal intelligence briefings. A summary of COP statistical activity is included at the end of this report.
- **Sexual Offender Tracking Program:** There are **no** individuals legally classified as a sexual offender residing within Town limits. The sex offender database is routinely checked by BSO to ensure compliance with State of Florida legal mandates. Existing municipal ordinances prohibit persons classified as sexual offenders or sexual predators from residing within Town limits.
- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. Deputies conducted 1 hour of bike patrol.

- **All-Terrain Vehicle Patrol:** The ATV / Polaris are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV patrol is instrumental in marine fisheries regulation enforcement and protection. Deputies used the ATV / Polaris for 127 miles and 19.25 hours this month.
- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. Four (4) individuals were experiencing a mental health crises. Two were transported to the Henderson Behavioral Clinic and two were transported to Imperial Point Hospital. Three (3) individuals experiencing homelessness were contacted during this period and all three refused services.
- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to Public Safety. ***See Notable Incidents/Arrests below.***
- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website @ www.sheriff.org.
- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.
- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.
- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Wesolowski and Lieutenant Sutter to provide information to the public via social media. Follow us **@BSOLBTS**.

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

On Friday, April 11th, 2025, the Town of Lauderdale by the Sea hosted the Movies in the Park event in El Prado Park. On-duty deputies provided security. There were approximately 25 attendees at this event.

On Saturday, April 20th, 2025, the Town of Lauderdale by the Sea hosted its annual Easter Egg Hunt in Friedt Park. Approximately 500 adults and children attended. Lt. Sutter and CSA Anderson attended the event at the BSO tent, giving away stickers and beach balls to attendees. On-duty deputies provided security, while COP volunteers provided pedestrian and traffic control.

On Sunday, April 21st, 2025, the Community Church held their annual Easter Sunrise Service in the Pavilion and Dune's Plaza. Lt. Sutter, five LBS COP's, and three road patrol deputies provided security for the event. The horseshoe was blocked to vehicular traffic utilizing marked COP vehicles and water barriers. No reported issues.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2504-000033 (Deputy Jorge Ogando)

DATE/TIME: 04/01/25 @ 22:26 Hrs.

LOCATION: 4637 Bougainvilla Dr. #1

VICTIM: Richard David Roberts W/M, DOB: 09-30-73

VICTIM: Gareth Leslie Edmunds W/M, DOB: 1-10-75

SUBJECT: Unk. Skinny B/M, LSW Black Hoodie/unknown color pants

INCIDENT: Armed Robbery

SUMMARY: Deputy Ogando made contact with victim #1, Richard David Roberts, and victim #2, Gareth Leslie Edmunds, who are both from the UK and are here on vacation. The victims stated that while walking in front of the above location, a black male holding a black gun grabbed victim Roberts by his wrist and demanded his watch. The victims thought the gun was fake and confronted the suspect. A fight ensued, and the suspect struck Roberts on the top of his head with the gun, causing several small lacerations on the victim's head. The suspect fell over a small retaining wall next to the building and fled on foot, traveling southbound on Bougainvilla Drive. A perimeter was set with the assistance of the BSO Pompano Beach Deputies. The victims wanted to prosecute the suspect for the robbery.

CASE: 13-2504-000060 (Deputy Ramcharan)

DATE/TIME: 04/02/25 @ 16:42

LOCATION: 4660 El Mar Dr

VICTIM: Jahmai T. Alvaranga (B/M 3/16/78)

WITNESS: Greta Gardiner (W/F 6/4/84)

WITNESS: Aksana Tserakhovich (W/F 8/21/94)

INCIDENT: Death Investigation

SUMMARY: Deputies responded to the area of 4660 El Mar Dr, at the shore of the beach, in reference to a drowning call. Deputies learned that Greta Gardiner saw a person floating in the water, near the shore. Gardiner went into the water and began pulling the person to the shore. Aksana Tserakhovich saw what was happening and assisted Gardiner with pulling the person to the shore. The person, who was an unknown black male, was not conscious or breathing. Tserakhovich then began CPR and was later relieved by Pompano Beach Fire Rescue, who transported the black male to Holy Cross Hospital. The black male was pronounced deceased at the hospital. The black male was later identified, via fingerprint scanner, as Jahmai Alvaranga. Det. Novak, from the Homicide Unit, and Det. Walker, from the Crime Scene Unit, responded to the hospital and then the incident scene to conduct their investigation.

CASE: 13-2504-000065 (Deputy Figueroa)
DATE/TIME: 04/03/25 @ 02:12
LOCATION: 4600 Bougainville Dr
ARRESTEE: Gary Wayne Gordon (B/M 2/7/81)
VEHICLE: Kia Optima (FL tag CL75EL)
INCIDENT: Traffic/Warrant (Arrest)
SUMMARY: Gordon was one of the occupants of the vehicle that was parked in the wrong direction and blocking the sidewalk. A records check showed a suspended DL and an active warrant out of Palm Beach County for Possession of Fentanyl—Bond Amt. \$5000 and Possession of Drug Paraphernalia—Bond Amt. \$5000. Gordon was cited for the traffic infraction and transported to the BSO Main Jail without incident.

CASE: 13-2504-000075 (Dep. Klier)
DATE/TIME: 04/03/2025 @ 1130 hrs.
LOCATION: 1850 S Ocean Blvd
VICTIM: Robert Matarazzo
VEHICLE: 2017 Honda CRV, NJ tag GS3347
INCIDENT: Auto Theft
SUMMARY: Dep. Klier was dispatched to the listed location to investigate a delayed auto theft. The investigation revealed an unknown B/M suspect who was captured on CCTV enter the vehicle on the same date (04/03/2025) at 0940 hrs. and drove off southbound on Ocean Drive. The vehicle was then captured on the Town's LPR at 0948 HRS, exiting the Town WB on Commercial Blvd over the bridge. An auto theft affidavit was signed, and the vehicle was entered into FCIC/NCIC as stolen via BSO Teletype.

CASE: 13-2504-000115 (Deputy Figueroa)
DATE/TIME: 04/04/25 @ 19:05
LOCATION: Commercial Blvd and El Mar Dr.
VEHICLE: Broward County Transit Bus FI Tag TE2835.
DRIVER: Sharicka Tarver B/F 11/24/1993.
PROPERTY: Roundabout protection pole, brick pavers, concrete curb, and one electrical outlet.
INCIDENT: Traffic Crash/Property Damage (No injuries)
SUMMARY: A Broward County Transit bus was traveling east on Commercial Blvd and attempted to navigate the roundabout. While negotiating the curve to go back west on Commercial Blvd, the bus crashed into the roundabout protection pole, causing damage to the brick pavers, concrete curb, and one electrical outlet. The vehicle sustained damage to the driver's side rear panel. There were no reported injuries. Photos were obtained and forwarded to the town staff.

CASE: 90-2504-0002042 (13-2504-000121) (Dep. Ramcharan)
DATE/TIME: 04/05/2025 @ 1116 hrs.
LOCATION: Unknown Location in Broward County
SUSPECT: Unknown W/Hispanic male, balding
VICTIM: W/F DOB: 07/28/1974
INCIDENT: Sexual Battery
SUMMARY: Deputy Ramcharan was dispatched to a Sexual Battery call where the victim reported that she believed her drink was spiked at Aruba's Restaurant (1 Commercial Blvd) and then she was later raped by an unknown suspect at an unknown location. The victim reported patronizing Aruba's restaurant with her female friend on April 4th. They were both at the bar, and she stated she had about three alcoholic beverages. Then, at about 11:30 pm, she decided to relieve herself by walking to the restaurant's restroom. The victim recalled waking up on a bed inside a bedroom at an unknown residential apartment location with a balding, heavy-set, adult

Latin male on top of her. The suspect then drove the victim to her residence via I-95. BSO SVU was contacted, and the victim was transported to the Sexual Assault Treatment Center. Investigation ongoing.

CASE: 13-2504-000141 (Deputy Figueroa)

DATE/TIME: 04/05/25 @ 01:25

LOCATION: 4444 El Mar Drive

VICTIM: City of Lauderdale-By-The-Sea

INCIDENT: Grass Fire

SUMMARY: Deputies responded to the above address in reference to a fire call. Upon arrival, they observed the grass area on the beach engulfed in flames. A witness observed two unknown males who had ignited fireworks, which caused the grass to ignite. The males attempted to extinguish the fire but were unsuccessful, and they fled the area on foot southbound from the location. Fire Rescue extinguishing the grass fire. A used box of fireworks was found on the beach. High winds were blowing in a westerly direction, which possibly carried the embers of the fireworks into the grass area, causing the fire. No persons were found in association with the fireworks at this time. The only property damage observed at this time was the grass area on the beach.

CASE: 13-2504-000155 (Deputy Yates)

DATE/TIME: 04/06/2025 @ 1146 hrs.

LOCATION: 4245 N Ocean Drive – Sea Glass

REPORTER: Sea Glass Management

SUSPECT: Douglas Hoffa WM: DOB: 01/30/1979

INCIDENT: Burglary (Arrest)

SUMMARY: Deputy Yates responded to the listed location reference a delayed petit theft investigation. Hotel management reported that a customer who stayed on the property on April 2nd had put a bag over the CCTV that monitors the lower-level common area of the hotel grounds. The guest then jumped over the internal fence that secures the pool and removed alcoholic beverages from the bar area refrigerator. Items valued at about \$823.00. The surveillance video was obtained from the hotel, and the victim wants to prosecute. **Update:** On April 15th, the suspect (Hoffa) was arrested in Pompano Beach and transported to the Main Jail.

CASE: 13-2504-000190 (Deputy Hopkins)

DATE/TIME: 04/07/2025 @ 1454 hrs.

LOCATION: 2010 Waters Edge

VICTIM: Lee McNabb W/F DOB 2/15/74

SUSPECTS: 2 B/M suspects 20-25 y/o 5'8" stocky build, black hoodie, black pants

SUSPECT VEHICLE: Grey 4-door Hyundai (FL tag DK17BX)

VICTIM VEHICLE: Grey Land Rover (FL WJU7I)

INCIDENT: Grand Theft Auto & Burglary

SUMMARY: The victim advised that she came home from an appointment and pulled her vehicle into her garage. She then walked down to her mailbox to get her mail, leaving her purse, phone, and keys in the vehicle. At this time, the suspect vehicle passed her home on Waters Edge and then stopped, reversing back to stop in front of her residence. Two black males wearing black hoodies exited the vehicle, walked past the victim, and entered her garage. Both subjects got into the victim's Range Rover and then drove away east on Waters Edge and then south on Bel Air Avenue. Pompano Beach units located the Victim's vehicle but lost it on I-95 northbound. An auto theft affidavit was signed, and the vehicle was entered into the system as stolen. **Update:** On 4/7/2025, at 1715 hours, BSO Units advised that they recovered the unoccupied stolen vehicle in District 5 (Unincorporated Fort Lauderdale). DNA and Latent Fingerprints recovered.

CASE: 13-2504-000319 (Dep. Swadkins)
DATE/TIME: 04/12/2025 @ 0554 hrs.
LOCATION: 267 Capri Ave
VICTIM: Yann Brandt WM, DOB: 12/27/1982
VEHICLE: 2025 BMW M4-Convertible, FL Tag RPWA47
INCIDENT: Auto Theft - Delayed
SUMMARY: Dep Swadkins was dispatched to the above location to check on the status of the listed vehicle, as Fort Lauderdale PD was out with the vehicle unoccupied at 2445 SW 18th Ter (34-2504-064684). Deputy Swadkins contacted the owner, and an investigation revealed the vehicle was stolen from this location at about 0355 HRS. The victim captured the incident on their Ring camera system. On video, three males are captured. The suspects drove up with another unknown vehicle to this location. One suspect, wearing a hoodie, walks up to the victim's vehicle, unlocks the vehicle utilizing a remote, enters the vehicle, and then starts the vehicle. Another suspect enters the passenger side. The two sit in the vehicle and then the two suspects exit the vehicle and walk back to the awaiting car. Soon after, a third suspect, a light-skinned male with dreads, walks up to the victim's vehicle, enters the driver's side, and backs the vehicle up. One of the suspects then enters the front passenger side, and the two suspects drive off with the following car directly behind. The victim was brought to Fort Lauderdale to recover his vehicle. The steering wheel was processed for DNA; the victim advised that his wallet and cash were stolen from the center console. The vehicle had a temp tag (DUR7699) covering the original license plate when it was recovered by FTLPD. The victim also advised that he had lost the spare key fob a few weeks back at an unknown location, place, and time.

CASE: 13-2504-000332 (Dep. Barnett)
DATE/TIME: 04/12/2025 @ 1832 hrs.
LOCATION: 4660 EL Mar Drive – Rear of Plunge Beach Side
VICTIM: Natalia Filatova, WF DOB: 01/26/1991
ARREST: Vartain Bayandurayn, WM DOB 09/20/1993
INCIDENT: Domestic Battery (Arrest)
SUMMARY: Deputy Barnett and Deputy Roach were dispatched to the above location in reference to a witness who observed a male grab a female by the neck and then shake her left arm. Deputy Barnett's investigation revealed that the couple has resided as a family in the City of Fort Lauderdale for over two years and were in LBTS today to enjoy the beach. An argument ensued, and the male grabbed the female by the back of the neck and then grabbed/shook her left arm, causing minor abrasions. The subject was arrested and taken to the Main Jail. Photos/Sworn statement obtained.

CASE: 13-2504-000347 (Dep. Figueroa)
DATE/TIME: 04/12/2025 @ 1500 - 2355 hrs.
LOCATION: 4629 Bougainville Dr – Poinciana by the Sea Condominium
VICTIM: Kimberly Lynn Bielecki W/F 2/5/1973.
VEHICLE: Silver 2015 Kia Sportage FL Tag # TWM3637
INCIDENT: Burglary Conveyance (Delayed)
SUMMARY: Unknown suspect(s) entered the listed vehicle through **unlocked doors**. Suspect(s) ransacked the vehicle and stole a "Beats" headphone valued at approximately \$200.00. The listed vehicle was processed for latent prints with negative results. The victim advised that she doesn't want to prosecute. No video surveillance was observed that could have captured the incident.

CASE: 13-2504-000358 (Dep. Cathcart)
DATE/TIME: 04/12/2025 @ 2246 hrs.
LOCATION: 4300 N Ocean Dr (Burger Fi)
VICTIM: John Stephenson, W/M, 6/28/96, 4452 Poinciana St # 1, LBTS
INCIDENT: Criminal Mischief (Tesla Vehicle)
SUMMARY: John Stephenson reported that on April 12, 2025, at 2246 HRS, he was driving south on N. Ocean Drive when someone threw eggs at his vehicle, a 2022 Tesla, Model Y. Stephenson reported the eggs were thrown by a group of males in the parking lot of Burger Fi. Deputy Cathcart noted that some of the paint had been chipped away and damaged on the rear passenger side rear quarter panel. The victim provided a video showing a group of subjects in the parking lot, and one subject swiftly running away. He is described as a W/M, with no shirt, black shorts, and black shoes.

CASE: 13-2504-000463 (Deputy Figueroa)
DATE/TIME: 04/16/25 @ 23:51 hrs.
LOCATION: 4900 N Ocean Blvd.
VICTIM: Lori Ann Conover (W/F 07/01/64)
ARRESTEE: Samuel A Pignatelli (W/M 08/08/51)
INCIDENT: Domestic Battery (Arrest)
SUMMARY: Victim Lori Conover and her Boyfriend/Arrestee, Samuel Pignatelli, were having dinner at a Fort Lauderdale restaurant. A verbal argument ensued, which continued during the ride back home, where the Arrestee resides. Once in the parking lot, the verbal argument escalated into physical violence. The victim advised that the Arrestee raised his right hand, and with a closed fist, made contact with her chest, pushing her back. She advised that he didn't strike her, but he pushed her back while they were seated in the car. She also advised that she felt fear during that interaction. No marks or bruises were found on any of the involved parties. The Arrestee was arrested for domestic battery and transported to the BSO Main Jail.

MONTHLY ARREST LOGS:

Misd/Fel	Charge	Street
Fel	Warrant	4600 Bougainvilla Dr
Fel	Burglary Structure, Felony Petit Theft	4245 N Ocean Dr
Misd	DV Battery	4660 El Mar Dr
Misd	DV Battery	4900 N Ocean Dr

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2024 YTD	2025 YTD
AUTO THEFT	3	3	5	8
BURGLARY-BUSINESS	0	0	0	0
BURGLARY-CONVEYANCE	1	1	11	4
BURGLARY-RESIDENCE	1	1	1	3
BURGLARY-STRUCTURE	1	0	0	1
FORCIBLE SEX	1	0	1	1
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	1	2	1
HOMICIDE	0	0	0	0
ROBBERY	1	1	1	2
THEFT-GRAND	0	5	12	7
THEFT-PETIT	0	5	19	12
TOTALS	8	17	52	39

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	28
COP Hours Worked - Month	125
COP Patrol Miles - Month	273
COP Hours Worked - YTD	533
COP Patrol Miles - YTD	1431

COP Bike Patrol Hours - Month	0
COP Bike Patrol Hours - YTD	9

COP Beach Patrol Hours – Month	5.75
COP Beach Patrol Hours - YTD	73

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

	Month	2025 YTD
Reserve Deputy - Days Worked	5	26
Reserve Deputy - Hours Worked	33	179

MONTHLY STAFFING AND STATISTICAL REPORT:

The April 2025 Monthly Staffing and Statistical Report is attached.



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

April 30, 2025

CURRENT STAFFING ALLOCATIONS

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

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
Deputy Manuel Alvarez	14964	QRF	QRF Academy	90
Deputy Claudio Reis	16605	Oakland Park	Youth Day Parade	8
			TOTAL	98



Lauderdale by the Sea Monthly Activity April 2025

Reports/Calls		Traffic	
Miscellaneous Service		Types of Citation	
Event Reports	37	Non-Moving / Moving Citation	92
Accidents	2	Parking	0
Calls for Service	746	Warnings	120
		Total Citations	212
Arrests		Time Worked	
Type of Arrest		Hours Worked	
Felony	1	Bike Patrol	1
Misdemeanor	0	Court Overtime	12
Warrant (Felony)	1	Training Hours	56
Warrant (Misd.)	0	Detached	98
DUI (Misdemeanor)	0	Other Overtime	170
NIC (Felony)	0	Days Worked	30
NIC (Misdemeanor)	0		
DV (Felony)	0		
DV (Misd.)	2		
Total Arrests	4		
General		Narrative	
FI	6	ATV/UTV: 127 Miles / 19.25 Hours Reserve Deputies worked 5 shifts (33 hrs)	
Truant	0		
Truant Debriefed	0		
Elder Link	0		



Agenda Item No: 7.b.

Town Commission Agenda Item Report

Meeting Date: May 27, 2025

Submitted By: Ashley Zalewski, Fire Inspector Ashley Zalewski

Submitting Department: Public Safety

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: PBFD April 2025 Public Safety Report

Explanation: PBFD April 2025 report prepared by Fire Inspector Ashley Zalewski.

Recommendation: Accept/Approve

Exhibits:

1. PBFR April 2025 Report for LBTS



POMPANO BEACH
FIRE RESCUE
Bureau of Fire Prevention

100 West Atlantic
Boulevard Room 220
Pompano Beach, FL
33060 Office
954•786•4695
Fax 954•786•4328

TO: LINDA CONNORS, TOWN MANAGER

FROM: ASHLEY ZALEWSKI

SUBJECT: PBFR PUBLIC SAFETY REPORT – APRIL 2025

CC: PETE MCGINNIS

Below are the resident complaints for the month of April: 0

Below are the public education events that were held during the month of April:

- Community Event- 1 – **Easter Egg Hunt**

Plan Reviews and Fees:

Plans Examiner Zalewski reports the below statistical data for the month of April:

Type	Amount/Number
Plans Reviewed	12
Square Footage	127,848
Plan Review Revision Fee	\$0.00
Fire/Rescue Fee	\$0.00
Total Project Cost	\$1,072,911.79
PBFR Plan Review Fee	\$5,452.56
PBFR Tech Fee	\$109.06
New Constructions	16
Annual Inspections	75
Meetings	10

Plan Type	Plans Reviewed
30- Apartments	8
28- Hotel	2
90- Site Plan	1
38-Business	1
Grand Total	12

Complaints & Notice of Violation:

Plans Examiner Zalewski reports that Complaints for the month of April:

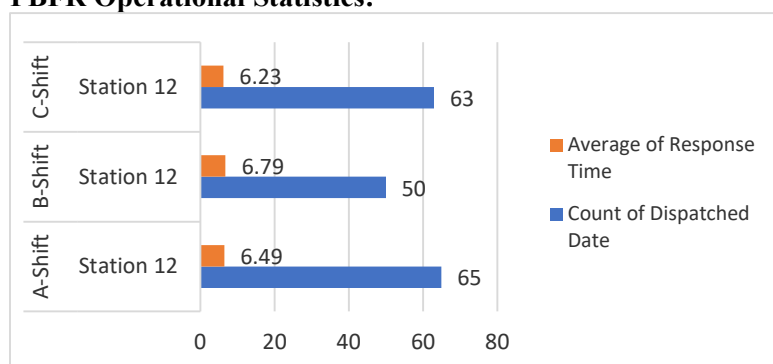
	Assigned	On Going	Completed
04/01/2025 through 04/30/25	0	0	0

Below are the Fire Incidents for the Month of April 2025.

Part III- Breakdown of Fires (Incident Type 110-129)

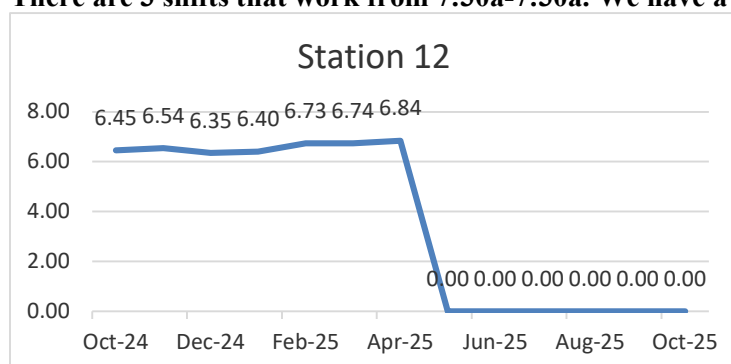
Structure Fires	Estimated Property Loss	Civilian Casualty	Civilian Deaths	Total
Structure Fires	Estimated Property Loss	Civilian Casualty	Civilian Deaths	Total
02 - Residential - Apartments	\$0.00	0	0	0
04 - Other Residential	\$0.00	0	0	0
06 - Public Assembly	\$0.00	0	0	0
09 - Stores and Offices	\$0.00	0	0	0
	Total Loss \$0.00	0	0	0

PBFR Operational Statistics:



Total Calls- 178

There are 3 shifts that work from 7:30a-7:30a. We have a 24 hr shift schedule.



Monthly Response Time Chart is an average of response times from time of dispatch to arrival on scene.

Incident Number	Response Time	Station	Shift	Apparatus Name	Dispatched Date	Arrival Date	Incident Type
PB250007569	13.88	Station 12	B-Shift	Q12	4/1/25 8:08 AM	4/1/25 8:22 AM	Removal of victim(s) from stalled elevator

PB250007579	6.28	Station 12	B-Shift	R12	4/1/25 10:15 AM	4/1/25 10:21 AM	EMS call, excluding vehicle accident with injury
PB250007592	13.35	Station 12	B-Shift	R12	4/1/25 1:23 PM	4/1/25 1:37 PM	EMS call, excluding vehicle accident with injury
PB250007598	2.95	Station 12	B-Shift	Q12	4/1/25 2:05 PM	4/1/25 2:08 PM	Smoke detector activation, no fire - unintentional
PB250007611	13.35	Station 12	B-Shift	Q12	4/1/25 4:51 PM	4/1/25 5:05 PM	No incident found on arrival at dispatch address
PB250007618	4.78	Station 12	B-Shift	R12	4/1/25 6:10 PM	4/1/25 6:14 PM	EMS call, excluding vehicle accident with injury
PB250007623	0.00	Station 12	B-Shift	R12	4/1/25 7:13 PM	4/1/25 7:13 PM	EMS call, excluding vehicle accident with injury
PB250007634	3.20	Station 12	B-Shift	R12	4/1/25 10:37 PM	4/1/25 10:40 PM	EMS call, excluding vehicle accident with injury
PB250007635	6.67	Station 12	B-Shift	Q12	4/1/25 11:00 PM	4/1/25 11:06 PM	EMS call, excluding vehicle accident with injury
PB250007635	8.85	Station 12	B-Shift	R11	4/1/25 11:00 PM	4/1/25 11:09 PM	EMS call, excluding vehicle accident with injury
PB250007666	8.52	Station 12	C-Shift	R12	4/2/25 10:43 AM	4/2/25 10:51 AM	EMS call, excluding vehicle accident with injury
PB250007695	3.82	Station 12	C-Shift	R12	4/2/25 4:43 PM	4/2/25 4:47 PM	EMS call, excluding vehicle accident with injury
PB250007695	3.77	Station 12	C-Shift	Q12	4/2/25 4:43 PM	4/2/25 4:46 PM	EMS call, excluding vehicle accident with injury
PB250007733	5.98	Station 12	C-Shift	R12	4/3/25 12:25 AM	4/3/25 12:31 AM	Assist invalid
PB250007784	6.08	Station 12	A-Shift	R12	4/3/25 4:20 PM	4/3/25 4:26 PM	EMS call, excluding vehicle accident with injury
PB250007797	4.10	Station 12	A-Shift	R12	4/3/25 9:25 PM	4/3/25 9:29 PM	EMS call, excluding vehicle accident with injury
PB250007800	5.75	Station 12	A-Shift	R12	4/3/25 10:33 PM	4/3/25 10:39 PM	EMS call, excluding vehicle accident with injury
PB250007811	5.80	Station 12	A-Shift	R12	4/4/25 3:18 AM	4/4/25 3:23 AM	EMS call, excluding vehicle accident with injury
PB250007833	4.03	Station 12	B-Shift	Q12	4/4/25 9:30 AM	4/4/25 9:34 AM	Public service
PB250007845	9.83	Station 12	B-Shift	R12	4/4/25 11:44 AM	4/4/25 11:54 AM	EMS call, excluding vehicle accident with injury
PB250007875	5.58	Station 12	B-Shift	R12	4/4/25 3:22 PM	4/4/25 3:28 PM	EMS call, excluding vehicle accident with injury
PB250007880	7.40	Station 12	B-Shift	Q12	4/4/25 5:07 PM	4/4/25 5:14 PM	Removal of victim(s) from stalled elevator
PB250007892	11.73	Station 12	B-Shift	R12	4/4/25 8:56 PM	4/4/25 9:08 PM	EMS call, excluding vehicle accident with injury
PB250007939	5.70	Station 12	C-Shift	R12	4/5/25 3:35 PM	4/5/25 3:41 PM	EMS call, excluding vehicle accident with injury
PB250007939	5.25	Station 12	C-Shift	Q12	4/5/25 3:35 PM	4/5/25 3:40 PM	EMS call, excluding vehicle accident with

							injury
PB250007943	3.27	Station 12	C-Shift	R12	4/5/25 4:55 PM	4/5/25 4:58 PM	Police matter
PB250007947	3.02	Station 12	C-Shift	R12	4/5/25 5:51 PM	4/5/25 5:54 PM	EMS call, excluding vehicle accident with injury
PB250007959	8.05	Station 12	C-Shift	E24	4/5/25 7:10 PM	4/5/25 7:18 PM	EMS call, excluding vehicle accident with injury
PB250007959	10.62	Station 12	C-Shift	R12	4/5/25 7:10 PM	4/5/25 7:21 PM	EMS call, excluding vehicle accident with injury
PB250007969	4.62	Station 12	C-Shift	R12	4/5/25 9:03 PM	4/5/25 9:07 PM	No incident found on arrival at dispatch address
PB250007989	4.72	Station 12	C-Shift	Q12	4/6/25 1:26 AM	4/6/25 1:30 AM	Grass fire
PB250007991	9.10	Station 12	C-Shift	R12	4/6/25 1:43 AM	4/6/25 1:52 AM	EMS call, excluding vehicle accident with injury
PB250008010	6.67	Station 12	C-Shift	Q12	4/6/25 6:37 AM	4/6/25 6:44 AM	Removal of victim(s) from stalled elevator
PB250008016	3.38	Station 12	A-Shift	R12	4/6/25 8:32 AM	4/6/25 8:36 AM	EMS call, excluding vehicle accident with injury
PB250008018	11.53	Station 12	A-Shift	Q12	4/6/25 8:52 AM	4/6/25 9:04 AM	Alarm system activation, no fire - unintentional
PB250008031	3.65	Station 12	A-Shift	R12	4/6/25 10:53 AM	4/6/25 10:57 AM	EMS call, excluding vehicle accident with injury
PB250008051	4.92	Station 12	A-Shift	R12	4/6/25 3:43 PM	4/6/25 3:48 PM	EMS call, excluding vehicle accident with injury
PB250008057	2.65	Station 12	A-Shift	R12	4/6/25 4:58 PM	4/6/25 5:00 PM	EMS call, excluding vehicle accident with injury
PB250008058	3.68	Station 12	A-Shift	R12	4/6/25 5:35 PM	4/6/25 5:38 PM	EMS call, excluding vehicle accident with injury
PB250008091	7.18	Station 12	A-Shift	R12	4/7/25 6:22 AM	4/7/25 6:29 AM	EMS call, excluding vehicle accident with injury
PB250008102	7.10	Station 12	B-Shift	R12	4/7/25 9:31 AM	4/7/25 9:38 AM	EMS call, excluding vehicle accident with injury
PB250008127	3.10	Station 12	B-Shift	R12	4/7/25 1:21 PM	4/7/25 1:24 PM	EMS call, excluding vehicle accident with injury
PB250008128	6.45	Station 12	B-Shift	Q12	4/7/25 1:25 PM	4/7/25 1:32 PM	Detector activation, no fire - unintentional
PB250008160	5.17	Station 12	B-Shift	R12	4/7/25 8:53 PM	4/7/25 8:58 PM	EMS call, excluding vehicle accident with injury
PB250008198	4.78	Station 12	C-Shift	Q12	4/8/25 10:53 AM	4/8/25 10:58 AM	Assist invalid
PB250008200	3.58	Station 12	C-Shift	Q12	4/8/25 11:18 AM	4/8/25 11:22 AM	No incident found on arrival at dispatch address
PB250008200	3.97	Station 12	C-Shift	R12	4/8/25 11:18 AM	4/8/25 11:22 AM	No incident found on arrival at dispatch address
PB250008203	3.40	Station 12	C-Shift	Q12	4/8/25 12:08 PM	4/8/25 12:11 PM	No incident found on arrival at dispatch address
PB250008203	3.57	Station 12	C-Shift	R12	4/8/25 12:08 PM	4/8/25 12:11 PM	No incident found on arrival at dispatch address

PB250008206	1.03	Station 12	C-Shift	Q12	4/8/25 12:44 PM	4/8/25 12:45 PM	No incident found on arrival at dispatch address
PB250008218	7.50	Station 12	C-Shift	R12	4/8/25 2:56 PM	4/8/25 3:03 PM	EMS call, excluding vehicle accident with injury
PB250008220	4.25	Station 12	C-Shift	Q12	4/8/25 3:04 PM	4/8/25 3:08 PM	Alarm system activation, no fire - unintentional
PB250008235	4.27	Station 12	C-Shift	R12	4/8/25 5:40 PM	4/8/25 5:44 PM	EMS call, excluding vehicle accident with injury
PB250008242	5.37	Station 12	C-Shift	Q12	4/8/25 6:29 PM	4/8/25 6:34 PM	Alarm system sounded due to malfunction
PB250008275	4.03	Station 12	C-Shift	Q12	4/9/25 6:27 AM	4/9/25 6:31 AM	Assist invalid
PB250008282	6.83	Station 12	A-Shift	R12	4/9/25 8:47 AM	4/9/25 8:54 AM	No incident found on arrival at dispatch address
PB250008285	7.25	Station 12	A-Shift	R12	4/9/25 9:32 AM	4/9/25 9:39 AM	EMS call, excluding vehicle accident with injury
PB250008305	6.00	Station 12	A-Shift	R12	4/9/25 1:20 PM	4/9/25 1:26 PM	EMS call, excluding vehicle accident with injury
PB250008307	6.82	Station 12	A-Shift	Q12	4/9/25 2:22 PM	4/9/25 2:29 PM	Smoke detector activation, no fire - unintentional
PB250008388	6.10	Station 12	B-Shift	R12	4/10/25 1:05 PM	4/10/25 1:11 PM	EMS call, excluding vehicle accident with injury
PB250008392	6.13	Station 12	B-Shift	R12	4/10/25 2:04 PM	4/10/25 2:11 PM	EMS call, excluding vehicle accident with injury
PB250008400	2.20	Station 12	B-Shift	R12	4/10/25 2:58 PM	4/10/25 3:00 PM	EMS call, excluding vehicle accident with injury
PB250008436	6.88	Station 12	B-Shift	R12	4/10/25 11:10 PM	4/10/25 11:17 PM	Public service
PB250008464	8.45	Station 12	C-Shift	R12	4/11/25 9:32 AM	4/11/25 9:40 AM	EMS call, excluding vehicle accident with injury
PB250008486	4.27	Station 12	C-Shift	R12	4/11/25 12:52 PM	4/11/25 12:57 PM	EMS call, excluding vehicle accident with injury
PB250008504	4.47	Station 12	C-Shift	Q12	4/11/25 6:08 PM	4/11/25 6:12 PM	Alarm system sounded due to malfunction
PB250008511	3.78	Station 12	C-Shift	R12	4/11/25 7:51 PM	4/11/25 7:54 PM	EMS call, excluding vehicle accident with injury
PB250008547	6.15	Station 12	A-Shift	P11	4/12/25 7:56 AM	4/12/25 8:02 AM	EMS call, excluding vehicle accident with injury
PB250008547	7.18	Station 12	A-Shift	R12	4/12/25 7:56 AM	4/12/25 8:03 AM	EMS call, excluding vehicle accident with injury
PB250008564	7.28	Station 12	A-Shift	Q12	4/12/25 12:02 PM	4/12/25 12:10 PM	Public service
PB250008572	4.80	Station 12	A-Shift	Q12	4/12/25 2:32 PM	4/12/25 2:36 PM	Alarm system activation, no fire - unintentional
PB250008573	5.62	Station 12	A-Shift	R12	4/12/25 3:02 PM	4/12/25 3:07 PM	No incident found on arrival at dispatch address
PB250008577	4.58	Station 12	A-Shift	Q12	4/12/25 3:47 PM	4/12/25 3:52 PM	Alarm system activation, no fire - unintentional
PB250008629	5.75	Station 12	B-	R12	4/13/25 11:24	4/13/25 11:30	EMS call, excluding

			Shift		AM	AM	vehicle accident with injury
PB250008680	6.22	Station 12	B-Shift	R12	4/14/25 5:31 AM	4/14/25 5:37 AM	EMS call, excluding vehicle accident with injury
PB250008695	4.82	Station 12	C-Shift	R12	4/14/25 9:41 AM	4/14/25 9:46 AM	Chemical hazard (no spill or leak)
PB250008695	11.25	Station 12	C-Shift	BC24	4/14/25 9:41 AM	4/14/25 9:52 AM	Chemical hazard (no spill or leak)
PB250008695	19.98	Station 12	C-Shift	P11	4/14/25 9:41 AM	4/14/25 10:01 AM	Chemical hazard (no spill or leak)
PB250008695	4.60	Station 12	C-Shift	Q12	4/14/25 9:41 AM	4/14/25 9:46 AM	Chemical hazard (no spill or leak)
PB250008695	10.73	Station 12	C-Shift	R11	4/14/25 9:41 AM	4/14/25 9:52 AM	Chemical hazard (no spill or leak)
PB250008696	10.92	Station 12	C-Shift	R24	4/14/25 9:48 AM	4/14/25 9:59 AM	EMS call, excluding vehicle accident with injury
PB250008811	4.08	Station 12	A-Shift	R12	4/15/25 8:24 PM	4/15/25 8:28 PM	No incident found on arrival at dispatch address
PB250008812	4.48	Station 12	A-Shift	R12	4/15/25 8:37 PM	4/15/25 8:42 PM	EMS call, excluding vehicle accident with injury
PB250008819	5.52	Station 12	A-Shift	Q12	4/15/25 9:34 PM	4/15/25 9:40 PM	No incident found on arrival at dispatch address
PB250008819	5.42	Station 12	A-Shift	R12	4/15/25 9:34 PM	4/15/25 9:39 PM	No incident found on arrival at dispatch address
PB250008820	0.00	Station 12	A-Shift	Q12	4/15/25 9:50 PM	4/15/25 9:50 PM	Assist police or other governmental agency
PB250008822	5.53	Station 12	A-Shift	R12	4/15/25 10:14 PM	4/15/25 10:20 PM	EMS call, excluding vehicle accident with injury
PB250008823	7.68	Station 12	A-Shift	R11	4/15/25 10:17 PM	4/15/25 10:24 PM	EMS call, excluding vehicle accident with injury
PB250008826	6.42	Station 12	A-Shift	Q12	4/15/25 10:48 PM	4/15/25 10:54 PM	Removal of victim(s) from stalled elevator
PB250008900	7.50	Station 12	B-Shift	R12	4/17/25 1:38 AM	4/17/25 1:46 AM	EMS call, excluding vehicle accident with injury
PB250008923	4.83	Station 12	C-Shift	R12	4/17/25 11:11 AM	4/17/25 11:16 AM	EMS call, excluding vehicle accident with injury
PB250008968	6.05	Station 12	C-Shift	Q12	4/17/25 10:55 PM	4/17/25 11:02 PM	Alarm system sounded due to malfunction
PB250008976	9.63	Station 12	C-Shift	R12	4/18/25 4:21 AM	4/18/25 4:31 AM	EMS call, excluding vehicle accident with injury
PB250008994	4.88	Station 12	A-Shift	R12	4/18/25 11:31 AM	4/18/25 11:36 AM	No incident found on arrival at dispatch address
PB250008998	4.80	Station 12	A-Shift	Q12	4/18/25 12:06 PM	4/18/25 12:11 PM	Motor vehicle accident with injuries
PB250008998	4.38	Station 12	A-Shift	R12	4/18/25 12:06 PM	4/18/25 12:10 PM	Motor vehicle accident with injuries
PB250009007	5.35	Station 12	A-Shift	E24	4/18/25 1:14 PM	4/18/25 1:20 PM	EMS call, excluding vehicle accident with injury
PB250009007	16.32	Station 12	A-Shift	R12	4/18/25 1:14 PM	4/18/25 1:31 PM	EMS call, excluding vehicle accident with injury
PB250009013	5.18	Station 12	A-Shift	Q12	4/18/25 1:33 PM	4/18/25 1:38 PM	EMS call, excluding vehicle accident with injury

PB250009013	11.97	Station 12	A-Shift	R11	4/18/25 1:33 PM	4/18/25 1:45 PM	EMS call, excluding vehicle accident with injury
PB250009023	6.32	Station 12	A-Shift	R12	4/18/25 2:41 PM	4/18/25 2:47 PM	No incident found on arrival at dispatch address
PB250009024	6.40	Station 12	A-Shift	Q12	4/18/25 2:45 PM	4/18/25 2:51 PM	Detector activation, no fire - unintentional
PB250009025	3.35	Station 12	A-Shift	R12	4/18/25 2:52 PM	4/18/25 2:55 PM	EMS call, excluding vehicle accident with injury
PB250009026	9.77	Station 12	A-Shift	R11	4/18/25 2:57 PM	4/18/25 3:07 PM	EMS call, excluding vehicle accident with injury
PB250009027	2.92	Station 12	A-Shift	Q12	4/18/25 3:01 PM	4/18/25 3:04 PM	Detector activation, no fire - unintentional
PB250009031	18.90	Station 12	A-Shift	R61	4/18/25 3:11 PM	4/18/25 3:30 PM	EMS call, excluding vehicle accident with injury
PB250009036	1.93	Station 12	A-Shift	R12	4/18/25 3:39 PM	4/18/25 3:41 PM	EMS call, excluding vehicle accident with injury
PB250009045	10.08	Station 12	A-Shift	Q12	4/18/25 6:28 PM	4/18/25 6:38 PM	Dispatched & canceled en route
PB250009059	9.27	Station 12	A-Shift	R12	4/18/25 8:23 PM	4/18/25 8:32 PM	EMS call, excluding vehicle accident with injury
PB250009085	6.40	Station 12	B-Shift	R12	4/19/25 7:46 AM	4/19/25 7:52 AM	EMS call, excluding vehicle accident with injury
PB250009088	7.55	Station 12	B-Shift	R11	4/19/25 9:23 AM	4/19/25 9:30 AM	EMS call, excluding vehicle accident with injury
PB250009090	3.32	Station 12	B-Shift	R12	4/19/25 10:08 AM	4/19/25 10:11 AM	EMS call, excluding vehicle accident with injury
PB250009090	2.02	Station 12	B-Shift	Q12	4/19/25 10:12 AM	4/19/25 10:14 AM	EMS call, excluding vehicle accident with injury
PB250009099	5.28	Station 12	B-Shift	R12	4/19/25 11:25 AM	4/19/25 11:31 AM	EMS call, excluding vehicle accident with injury
PB250009142	4.18	Station 12	B-Shift	R12	4/19/25 7:27 PM	4/19/25 7:32 PM	EMS call, excluding vehicle accident with injury
PB250009151	5.53	Station 12	B-Shift	R12	4/19/25 10:22 PM	4/19/25 10:27 PM	EMS call, excluding vehicle accident with injury
PB250009158	5.97	Station 12	B-Shift	R12	4/19/25 11:58 PM	4/20/25 12:03 AM	EMS call, excluding vehicle accident with injury
PB250009179	4.50	Station 12	C-Shift	Q12	4/20/25 8:00 AM	4/20/25 8:05 AM	Assist invalid
PB250009180	4.98	Station 12	C-Shift	R12	4/20/25 8:04 AM	4/20/25 8:09 AM	EMS call, excluding vehicle accident with injury
PB250009190	7.62	Station 12	C-Shift	R12	4/20/25 10:11 AM	4/20/25 10:19 AM	EMS call, excluding vehicle accident with injury
PB250009208	6.98	Station 12	C-Shift	Q12	4/20/25 1:42 PM	4/20/25 1:49 PM	Animal problem, other
PB250009240	10.67	Station 12	C-Shift	R12	4/20/25 8:37 PM	4/20/25 8:47 PM	EMS call, excluding vehicle accident with injury
PB250009285	4.25	Station 12	A-Shift	Q12	4/21/25 12:04 PM	4/21/25 12:08 PM	No incident found on arrival at dispatch address
PB250009285	4.57	Station 12	A-	R12	4/21/25 12:04	4/21/25 12:08	No incident found on

			Shift		PM	PM	arrival at dispatch address
PB250009352	5.97	Station 12	B-Shift	R12	4/22/25 10:32 AM	4/22/25 10:38 AM	EMS call, excluding vehicle accident with injury
PB250009363	5.40	Station 12	B-Shift	Q12	4/22/25 12:06 PM	4/22/25 12:11 PM	Public service assistance, other
PB250009398	6.95	Station 12	B-Shift	Q12	4/22/25 9:49 PM	4/22/25 9:56 PM	Removal of victim(s) from stalled elevator
PB250009421	7.10	Station 12	B-Shift	R12	4/23/25 4:03 AM	4/23/25 4:10 AM	EMS call, excluding vehicle accident with injury
PB250009428	4.95	Station 12	C-Shift	R12	4/23/25 8:02 AM	4/23/25 8:07 AM	EMS call, excluding vehicle accident with injury
PB250009464	4.65	Station 12	C-Shift	R12	4/23/25 3:49 PM	4/23/25 3:54 PM	EMS call, excluding vehicle accident with injury
PB250009479	4.08	Station 12	C-Shift	R12	4/23/25 8:17 PM	4/23/25 8:21 PM	EMS call, excluding vehicle accident with injury
PB250009514	3.63	Station 12	A-Shift	R12	4/24/25 9:16 AM	4/24/25 9:19 AM	EMS call, excluding vehicle accident with injury
PB250009516	9.90	Station 12	A-Shift	E11	4/24/25 9:28 AM	4/24/25 9:38 AM	Alarm system activation, no fire - unintentional
PB250009554	1.98	Station 12	A-Shift	R12	4/24/25 8:28 PM	4/24/25 8:30 PM	EMS call, excluding vehicle accident with injury
PB250009561	6.08	Station 12	A-Shift	Q12	4/24/25 9:53 PM	4/24/25 9:59 PM	Alarm system activation, no fire - unintentional
PB250009565	6.77	Station 12	A-Shift	R12	4/24/25 10:28 PM	4/24/25 10:34 PM	EMS call, excluding vehicle accident with injury
PB250009579	6.73	Station 12	A-Shift	R12	4/25/25 5:40 AM	4/25/25 5:47 AM	EMS call, excluding vehicle accident with injury
PB250009598	6.80	Station 12	B-Shift	Q12	4/25/25 10:38 AM	4/25/25 10:45 AM	Unintentional transmission of alarm, other
PB250009616	5.18	Station 12	B-Shift	R12	4/25/25 2:32 PM	4/25/25 2:37 PM	EMS call, excluding vehicle accident with injury
PB250009619	4.87	Station 12	B-Shift	R12	4/25/25 3:04 PM	4/25/25 3:09 PM	EMS call, excluding vehicle accident with injury
PB250009707	2.88	Station 12	C-Shift	R12	4/26/25 4:12 PM	4/26/25 4:15 PM	Police matter
PB250009714	2.27	Station 12	C-Shift	R12	4/26/25 6:11 PM	4/26/25 6:13 PM	EMS call, excluding vehicle accident with injury
PB250009719	5.37	Station 12	C-Shift	Q12	4/26/25 7:59 PM	4/26/25 8:04 PM	Removal of victim(s) from stalled elevator
PB250009721	3.62	Station 12	C-Shift	R12	4/26/25 8:30 PM	4/26/25 8:34 PM	EMS call, excluding vehicle accident with injury
PB250009760	3.48	Station 12	A-Shift	R12	4/27/25 11:25 AM	4/27/25 11:29 AM	EMS call, excluding vehicle accident with injury
PB250009774	5.90	Station 12	A-Shift	R12	4/27/25 3:19 PM	4/27/25 3:25 PM	EMS call, excluding vehicle accident with injury
PB250009817	4.95	Station 12	B-Shift	R12	4/28/25 7:41 AM	4/28/25 7:46 AM	EMS call, excluding vehicle accident with injury
PB250009828	11.93	Station 12	B-	Q12	4/28/25 10:06	4/28/25 10:17	Alarm system

			Shift		AM	AM	activation, no fire - unintentional
PB250009833	4.33	Station 12	B-Shift	R12	4/28/25 11:00 AM	4/28/25 11:04 AM	EMS call, excluding vehicle accident with injury
PB250009860	5.23	Station 12	B-Shift	R12	4/28/25 3:22 PM	4/28/25 3:28 PM	EMS call, excluding vehicle accident with injury
PB250009861	5.78	Station 12	B-Shift	Q12	4/28/25 3:24 PM	4/28/25 3:30 PM	EMS call, excluding vehicle accident with injury
PB250009861	14.43	Station 12	B-Shift	R63	4/28/25 3:24 PM	4/28/25 3:39 PM	EMS call, excluding vehicle accident with injury
PB250009865	4.38	Station 12	B-Shift	R12	4/28/25 4:26 PM	4/28/25 4:31 PM	EMS call, excluding vehicle accident with injury
PB250009895	24.83	Station 12	B-Shift	Q12	4/29/25 12:56 AM	4/29/25 1:21 AM	EMS call, excluding vehicle accident with injury
PB250009904	4.13	Station 12	C-Shift	R12	4/29/25 7:27 AM	4/29/25 7:31 AM	EMS call, excluding vehicle accident with injury
PB250009937	3.73	Station 12	C-Shift	R12	4/29/25 3:18 PM	4/29/25 3:22 PM	Rescue, EMS incident, other
PB250009977	7.23	Station 12	C-Shift	Q12	4/30/25 5:23 AM	4/30/25 5:30 AM	Assist invalid
PB250009989	6.88	Station 12	A-Shift	R12	4/30/25 9:40 AM	4/30/25 9:47 AM	EMS call, excluding vehicle accident with injury
PB250009994	7.73	Station 12	A-Shift	R12	4/30/25 10:59 AM	4/30/25 11:06 AM	EMS call, excluding vehicle accident with injury
PB250010006	4.40	Station 12	A-Shift	R12	4/30/25 2:38 PM	4/30/25 2:42 PM	EMS call, excluding vehicle accident with injury

***Closest unit response- R12 was called for a rescue call outside of Lauderdale by the Sea or another station had to come into Lauderdale by the Sea.**





Town Commission Agenda Item Report

Meeting Date: May 27, 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: The Town Manager's report for May 27, 2025 follows.

1. Seaweed Forecast

While we were fortunate to have minimal seaweed accumulation in 2024, early indications suggest that 2025 may bring significantly heavier build-ups - something you may have already noticed over the past month. In 2023, the Town participated in a multi-agency information exchange to set up a regional communications network. This network facilitated the sharing of real-time information on seaweed status, locations, accumulation densities, and management strategies within the region's counties. It also served as a valuable tool for keeping the community informed throughout the season. Given its success, the Town will once again participate in this initiative, which has proven effective in anticipating periods of peak seagrass accumulation.

2. Code Fine Letter

As part of the ongoing audit of our Code Enforcement system, the Code Department has shifted its focus to outstanding balances. Our recent review of our case log identified ninety-two (92) properties with unpaid balances. Of these, forty (40) properties have complied with code requirements but still carry balances of \$5,000.00 or less, totaling \$32,360.00 in outstanding amounts. Staff completed the mailing of cost recovery letters to these forty (40) properties, and we have received favorable responses, resulting in the collection of \$5,625.00 from five (5) properties to date. We continue to receive daily inquiries from property owners regarding payment options and how best to settle their balances. To facilitate payments, we offer several convenient options, including:

- Credit card payments over the phone
- Mailed checks or money orders
- In-person payments at Town Hall – Development Services Building



3. Miss Lauderdale-By-The-Sea Tiffany Coquis

Last weekend, Tiffany Coquis proudly represented the Town of Lauderdale-By-The-Sea in the Miss Florida USA competition. We extend our sincere gratitude for her dedication and commend her for representing our community with grace and distinction.

4. Emergency Operation Center Training

On May 22, staff, in partnership with the City of Pompano Beach Fire Rescue Emergency Management, and Pompano Beach's IT and HR departments, conducted a workshop for all personnel assigned to the Emergency Operations Center, including LBTS staff. The purpose of this meeting was to familiarize ourselves with the protocols and procedures that will be utilized should an event take place this hurricane season.

5. Vulnerable population

With Hurricane Season right around the corner, we encourage all of our residents who may be vulnerable in the event of an emergency to pre-register with the County's Vulnerable Population registry. The registry is for those who are at risk due to a disability, frailty, or health issue, regardless of age, who choose to shelter at home. Registration provides information for emergency responders. Another option is to pre-register for Broward County's Special Needs Shelter and transportation to the shelter.

6. Dive Into Summer

Dive into Summer returns next Saturday, June 7th in El Prado Park and Parking Lot. The music fest, running from 3:00 p.m. - 9:00 p.m., will feature a lineup of incredible music talent, a local artisan vendor village, food options, and other family-friendly entertainment. Working closely with the non-profit Scuba4Good, we are excited to spend a fun day in the sun with our

community!

7. Tennis Court Improvements

Beginning Monday, June 2nd, the tennis courts will be closed to paint the fence posts and replace the fencing and the windscreen. We expect this project to take 3–4 weeks. The courts will be open immediately following the project's completion. Signage has been placed at the entrance to the courts notifying patrons about the project, and the closure information will also be distributed in our weekly e-blast and on our website.

8. Budget

Last year, we tentatively scheduled a budget workshop for June 27. However, the Commission requested that we schedule budget discussion after July 1st, when the Property Appraiser will issue the certification of taxable values to municipalities. The budget review schedule is currently as follows

Date	Topic
July 1	Receive assessment from Property Appraiser
July 8	Set Fire Assessment
July 22	Set tentative millage rate (maximum rate) for FY26 budget
September 10 (WED)	First Budget Meeting-Adopt Tentative Budget
September 12 (FRI)	Set Final Fire Assessment
September 24 (WED)	Final Budget Meeting-Adopt Final Millage Rate and Budget

Staff would like to schedule a Commission budget workshop in July to discuss the budget prior to the July 22nd meeting, where the Commission sets the maximum millage rate.

Commission Action: Select a Budget Workshop Date and confirm September meeting dates

9. Solid Waste and Recycling Master Plan

The [Solid Waste Authority of Broward County](#) has released the draft of the Solid Waste and Recycling Master Plan — a 40-year blueprint to guide how we recycle, process, and dispose of waste across Broward County. Once it's finalized, the Master Plan will be our roadmap for services like curbside recycling, landfill capacity, and composting.

To gather feedback from residents and business owners, the Authority is hosting the following public outreach meetings in June:

Monday, June 16, 2025 | 6:30–9:30 PM
Tree Tops Park – Oak Ridge Hall
3900 SW 100th Ave, Davie, FL 33328

Tuesday, June 17, 2025 | 6:30–9:30 PM
FTL Downtown Event Center
416 NE 1st Street, Fort Lauderdale, FL 33301

RSVP by June 9, 2025 by visiting this link: <https://bit.ly/junepublicmeetings>. For those who can't attend in person, both meetings will also be live-streamed via [Zoom and YouTube](#).

10. Upcoming Meetings

Date	Meeting Type	Time
June 3	Charter Review Board	5:00 PM
June 9	Mayor/Manager Meeting	9:00 AM
June 10	Town Commission Meeting	6:00 PM

Recommendation: N/A

Exhibits: None



Agenda Item No: 8.b.

Town Commission Agenda Item Report

Meeting Date: May 27, 2025

Submitted By: Lucila Lang, Finance Director

Submitting Department: Finance

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: March 2025 Finance Report

Explanation: Presented is the March 2025 financial report which consists of the attached Revenue/Expenditure Report (Exhibit 2) and the Cash & Investment Report (Exhibit 3). At the end of March, the Town was 50.00% through the fiscal year.

Recommendation: N/A

Exhibits:

1. March 2025 Finance Report
2. March 2025 Revenue_Expenditure Report
3. March 2025 Cash Investment

The following is a summary of the operating results through 3/31/25:

Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues Excluding Appropriations	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	\$ 17,731,012.00	\$ -	\$ 17,731,012.00	\$ 14,752,122.73	83.20%	\$ 8,266,690.42	46.62%	\$ 6,485,432.31
Building Fund	\$ 1,728,121.00	\$ 275,102.00	\$ 1,453,019.00	\$ 527,870.34	36.33%	\$ 431,197.00	29.68%	\$ 96,673.34
Sewer Fund	\$ 1,710,480.00	\$ 8,480.00	\$ 1,702,000.00	\$ 498,783.88	29.31%	\$ 520,878.49	30.60%	\$ (22,094.61)
Fire Fund	\$ 2,024,159.00	\$ 600,000.00	\$ 1,424,159.00	\$ 2,121,712.31	148.98%	\$ 724,985.40	50.91%	\$ 1,396,726.91
Capital Fund	\$ 4,052,000.00	\$ 615,000.00	\$ 3,437,000.00	\$ 746,750.00	21.73%	\$ 438,824.10	10.83%	\$ 307,925.90
Parking Fund	\$ 3,319,784.00	\$ -	\$ 3,319,784.00	\$ 2,055,806.41	61.93%	\$ 873,496.51	26.31%	\$ 1,182,309.90
Grand Total	\$ 30,565,556.00	\$ 1,498,582.00	\$ 29,066,974.00	\$ 20,703,045.67		\$ 11,256,071.92		\$ 9,446,973.75

Notable items this month are as follows:

General Fund:

- Through the month of March, the Town has received a total of \$12,520,889.79 or 92.41% of Ad Valorem Property Taxes of budgeted amount.
- Overall General Fund revenues and expenditures are within budget.

Collection Rates	2021	2022	2023	2024	2025
November	24.52%	22.87%	22.43%	23.56%	20.53%
December	83.41%	85.70%	84.17%	83.76%	82.38%
January	87.04%	89.34%	87.32%	86.22%	85.90%
February	90.85%	92.91%	91.31%	90.48%	89.92%
March	92.83%	94.68%	93.10%	92.82%	92.41%
April	97.64%	98.37%	96.88%	96.91%	
May	98.85%	99.10%	97.86%	98.17%	
June	100.17%	99.54%	98.89%	99.20%	
July	101.51%	101.25%	101.23%	101.56%	

Building Fund:

- Building Revenues are at 36.33% of budgeted amount.
- Fund expenditures correlate with the revenues and through this period CAP has billed the Town for 4 months of their services in this fiscal year; therefore, expenses are only showing at 24.95%.

Sewer Fund:

- Sewer Fund revenues are below expectations at 29.34%.
- Sewer expenditures are within expectations for the fiscal year.

Fire Fund:

- Through the month of March, the Town has received a total of \$1,247,485.10 or 92.60% of Property Tax-Fire Assessment of budgeted amount.
- Expenditures are within expectations.

Capital Project Fund:

- Activity for the month of March for capital projects is displayed in the chart below:

MARCH, 2025 REPORT INFORMATION					
<u>CIP Projects</u>	<u>Budget</u>	<u>YTD Expenditures</u>	<u>March Expenditures</u>	<u>% Completion</u>	<u>Comments</u>
Town Hall/Public Safety	\$ 500,000.00	\$ -	\$ -	0.00%	No activity for the month.
El Prado Park	\$ 775,000.00	\$ 5,645.00	\$ -	0.73%	No activity for the month.
Storm Water Rate Study	\$ 125,000.00	\$ -	\$ -	0.00%	No activity for the month.
Beach Portal	\$ 50,000.00	\$ -	\$ -	0.00%	No activity for the month.
FDOT A1A Pine Avenue to Palm Aire	\$ 255,000.00	\$ -	\$ -	0.00%	No activity for the month.
Tennis Court Lighting	\$ 45,000.00	\$ 31,677.90	\$ -	70.40%	No activity for the month.
Beach Renourishment	\$ 116,667.00	\$ 123,313.87	\$ 3,467.20	105.70%	Payment made to Baxter & Woodman, Inc.
Staghorn Coral Painting	\$ -	\$ 9,097.66	\$ 9,097.66	100.00%	Payment made to Florida Department of Transportation
Traffic Improvements & Calming	\$ 150,000.00	\$ 46,627.95	\$ 13,914.27	31.09%	Payment made to Baxter & Woodman, Inc. & Traffic Logix Corporation
Pedestrian Amenities	\$ 75,000.00	\$ 41,782.05	\$ 8,191.80	55.71%	Payment made to Kilowatt Electric Company
Street Project-Bougainvillea/Poinciana	\$ 225,000.00	\$ -	\$ -	0.00%	No activity for the month.
Roadway Paving & Refurbishment	\$ 483,691.00	\$ 54,673.13	\$ -	11.30%	No activity for the month.
Resilient Florida Program	\$ 200,000.00	\$ -	\$ -	0.00%	No activity for the month.
Friedt Park	\$ 725,000.00	\$ 18,694.60	\$ -	2.58%	No activity for the month.
75th Anniversary Garden	\$ 100,000.00	\$ 9,174.00	\$ -	9.17%	No activity for the month.
Totals:	\$ 3,825,358.00	\$ 340,686.16	\$ 34,670.93		

Parking Fund:

- Parking revenues are at 60.54% of the budgeted amount.
- Expenditures are within expectations.

Below is a breakdown of revenue by lots:

	<u>November, 2024</u>		<u>December, 2024</u>		<u>January, 2025</u>		<u>February, 2025</u>		<u>March, 2025</u>	
South Ocean	\$ 20,592.02	\$ 2,546.38	\$ 6,723.66	\$ (10,041.44)	\$ 22,724.02	\$ (1,914.96)	\$ 32,370.89	\$ 2,854.97	\$ 40,120.27	\$ 3,875.64
Ocean Front Meters	\$ 42,553.18	\$ 12,063.41	\$ 56,215.53	\$ 25,981.17	\$ 44,389.34	\$ 1,015.21	\$ 46,206.48	\$ 9,984.59	\$ 52,412.76	\$ 12,500.88
Commercial Blvd. Meters	\$ 11,979.95	\$ 4,274.75	\$ 14,053.81	\$ 5,644.43	\$ 15,685.62	\$ 3,924.35	\$ 16,957.81	\$ 5,207.21	\$ 18,249.55	\$ 6,827.03
Parking Meters-Beach	\$ 14,673.57	\$ 1,770.97	\$ 14,772.46	\$ 3,883.14	\$ 15,667.20	\$ (302.78)	\$ 22,672.28	\$ 5,397.76	\$ 27,646.83	\$ 6,120.72
Palm Portal-FDG	\$ 8,803.59	\$ 549.98	\$ 8,021.12	\$ 2,403.04	\$ 9,705.80	\$ 684.20	\$ 13,929.10	\$ 2,118.20	\$ 17,202.11	\$ 1,005.50
El Prado Parking Lot	\$ 37,935.59	\$ (235.82)	\$ 37,705.18	\$ 7,343.15	\$ 45,296.79	\$ (1,824.42)	\$ 66,416.41	\$ 9,479.04	\$ 76,661.77	\$ 9,093.55
Town Hall Parking Lot	\$ 749.80	\$ 32.07	\$ 657.34	\$ (203.71)	\$ 1,036.60	\$ (1,267.05)	\$ 4,759.75	\$ 2,388.60	\$ 5,225.03	\$ 1,149.81
El Mar Parking Lot	\$ 26,358.14	\$ 6,925.05	\$ 25,895.35	\$ 7,625.31	\$ 25,069.82	\$ (1,947.52)	\$ 27,395.99	\$ 4,536.03	\$ 30,680.39	\$ 5,096.94
A1A Parking Lot	\$ 48,687.94	\$ 4,947.47	\$ 44,591.53	\$ 3,672.53	\$ 50,303.92	\$ (9,282.89)	\$ 73,740.86	\$ 3,648.61	\$ 78,501.14	\$ 3,098.99
Bougainvilla/Poinciana	\$ 19,336.88	\$ 3,410.69	\$ 22,170.82	\$ 6,923.48	\$ 24,990.01	\$ (116.35)	\$ 33,219.36	\$ 6,618.53	\$ 39,623.44	\$ 8,351.14
Monthly Total:	\$ 231,670.66		\$ 230,806.80		\$ 254,869.12		\$ 337,668.93		\$ 386,323.29	
<i>Difference from last year \$:</i>	\$ 36,284.95		\$ 53,231.10		\$ (11,032.21)		\$ 52,233.54		\$ 57,120.20	
<i>Difference from last year %:</i>	18.57%		29.98%		-4.15%		18.30%		17.35%	
Additional Parking Income:										
<i>Parking Permits</i>									\$ 3,246.09	
<i>Parking Fines</i>									\$ 26,453.07	
GRAND TOTAL:									\$ 416,022.45	

The top producing lots for the month of March were:

1. A1A Parking Lot
2. El Prado Parking Lot
3. Ocean Front Meters
4. South Ocean
5. Bougainvilla/Poinciana



Lauderdale-By-The-Sea, FL

Budget Report Account Summary

For Fiscal: 2024-2025 Period Ending: 03/31/2025

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
Department: 301000 - Ad Valorem Property Taxes						
001-301000-311101 Ad Valorem Property Taxes	13,548,619.00	13,548,619.00	337,447.66	12,520,889.79	-1,027,729.21	92.41 %
Department: 301000 - Ad Valorem Property Taxes Total:	13,548,619.00	13,548,619.00	337,447.66	12,520,889.79	-1,027,729.21	92.41%
Department: 301100 - Utility Taxes						
001-301100-311101 Fpl Utility Tax	986,700.00	986,700.00	83,851.11	442,679.86	-544,020.14	44.86 %
001-301100-311440 Gas Utility Tax	23,000.00	23,000.00	2,856.00	8,395.52	-14,604.48	36.50 %
001-301100-314300 Water Utility Tax	189,000.00	189,000.00	20,118.96	92,778.79	-96,221.21	49.09 %
Department: 301100 - Utility Taxes Total:	1,198,700.00	1,198,700.00	106,826.07	543,854.17	-654,845.83	45.37%
Department: 301600 - Francise Taxes						
001-301600-313100 Fl Power & Light Franchise	670,000.00	670,000.00	55,512.47	315,828.25	-354,171.75	47.14 %
001-301600-313300 Waste Franchise Collection	161,999.00	161,999.00	0.00	49,117.63	-112,881.37	30.32 %
001-301600-313301 Waste Franchise Adm-fee	9,000.00	9,000.00	11,814.88	11,814.88	2,814.88	131.28 %
001-301600-313400 Gas Franchise	23,000.00	23,000.00	2,637.29	11,798.36	-11,201.64	51.30 %
001-301600-313600 Towing Franchise Fees	800.00	800.00	0.00	0.00	-800.00	0.00 %
Department: 301600 - Francise Taxes Total:	864,799.00	864,799.00	69,964.64	388,559.12	-476,239.88	44.93%
Department: 302000 - Licenses & Permits						
001-302000-321100 Business License Taxes	100,000.00	100,000.00	2,217.09	83,312.33	-16,687.67	83.31 %
001-302000-321110 Sidewalk Cafe Row	85,000.00	85,000.00	0.00	113,145.00	28,145.00	133.11 %
001-302000-322150 Miscellaneous Permits	700.00	700.00	0.00	50.00	-650.00	7.14 %
001-302000-322250 Zoning Permit & Fees	1,000.00	1,000.00	0.00	30.00	-970.00	3.00 %
001-302000-322400 Sign Permits	500.00	500.00	0.00	550.00	50.00	110.00 %
Department: 302000 - Licenses & Permits Total:	187,200.00	187,200.00	2,217.09	197,087.33	9,887.33	105.28%
Department: 303000 - Intergovernmental Revenues						
001-303000-311120 Municipal Revenue Sharing	185,000.00	185,000.00	15,680.33	97,302.16	-87,697.84	52.60 %
001-303000-311150 Alcoholic Beverage License	17,000.00	17,000.00	0.00	0.00	-17,000.00	0.00 %
001-303000-311180 Sales Tax	525,000.00	525,000.00	0.00	157,728.44	-367,271.56	30.04 %
001-303000-312410 Local Op Gas Tax 1 - 6 Cent	67,500.00	67,500.00	19,365.44	108,297.14	40,797.14	160.44 %
001-303000-312420 Local Op Gas Tax 2 - 5 Cent	48,000.00	48,000.00	4,405.11	28,484.73	-19,515.27	59.34 %
001-303000-315100 Communication Service Tax	327,000.00	327,000.00	62,518.90	159,512.11	-167,487.89	48.78 %
001-303000-334915 Fdot-reimbursable Grant	34,384.00	34,384.00	0.00	0.00	-34,384.00	0.00 %
Department: 303000 - Intergovernmental Revenues Total:	1,203,884.00	1,203,884.00	101,969.78	551,324.58	-652,559.42	45.80%
Department: 304000 - Charges for Services						
001-304000-343902 Site Plan Application Fees	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %
001-304000-347500 Tennis - Shuffle Key	5,250.00	5,250.00	1,700.00	10,920.00	5,670.00	208.00 %
Department: 304000 - Charges for Services Total:	7,250.00	7,250.00	1,700.00	10,920.00	3,670.00	150.62%
Department: 305000 - Fines & Forfeitures						
001-305000-354150 Fines,trafficviolation,citatio	30,000.00	30,000.00	2,628.32	12,509.47	-17,490.53	41.70 %
001-305000-354160 Code Enforcement Fines	55,000.00	55,000.00	19,157.50	20,857.50	-34,142.50	37.92 %
001-305000-359100 Other Fines & Alarms	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %
Department: 305000 - Fines & Forfeitures Total:	87,000.00	87,000.00	21,785.82	33,366.97	-53,633.03	38.35%
Department: 306000 - Miscellaneous Revenues						
001-306000-361100 Interest Earnings	112,335.00	112,335.00	57,863.15	298,836.01	186,501.01	266.02 %
001-306000-362000 Rent/lease Royalties	129,675.00	129,675.00	11,000.00	66,100.00	-63,575.00	50.97 %
001-306000-365400 Recycling Revenue	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
001-306000-366100 Donations	13,500.00	13,500.00	0.00	2,000.00	-11,500.00	14.81 %
001-306000-369100 Miscellaneous Revenues	75,050.00	75,050.00	4,061.60	38,970.18	-36,079.82	51.93 %
001-306000-369200 Miscellaneous Applications	5,000.00	5,000.00	720.00	10,040.00	5,040.00	200.80 %
001-306000-369201 Miscellaneous Merchandisesales	5,000.00	5,000.00	0.00	3,766.59	-1,233.41	75.33 %
001-306000-369250 Recreational Activities Fee	17,500.00	17,500.00	880.00	18,325.00	825.00	104.71 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 03/31/2025

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-306000-369500	miscellaneous Lobbyist	500.00	500.00	0.00	300.00	-200.00	60.00 %
001-306000-369901	Insurance Reimbursement	20,000.00	20,000.00	3,067.00	5,282.99	-14,717.01	26.41 %
Department: 306000 - Miscellaneous Revenues Total:		383,560.00	383,560.00	77,591.75	443,620.77	60,060.77	115.66%
Department: 511000 - Commission							
001-511000-500110	Commission Salaries	135,000.00	135,000.00	10,000.84	57,665.30	77,334.70	42.72 %
001-511000-500210	Employer Fica Taxes	10,450.00	10,450.00	529.90	3,024.69	7,425.31	28.94 %
001-511000-500220	Retirement	60,750.00	60,750.00	4,407.50	24,352.58	36,397.42	40.09 %
001-511000-500230	Group Insurance	92,000.00	92,000.00	2,025.42	24,909.81	67,090.19	27.08 %
001-511000-500345	Contractual Services	16,000.00	16,000.00	356.25	1,875.00	14,125.00	11.72 %
001-511000-500510	Office Supplies	1,500.00	1,500.00	0.00	75.19	1,424.81	5.01 %
001-511000-500512	Elections	4,000.00	4,000.00	0.00	3,493.00	507.00	87.33 %
001-511000-500525	Uniform Expense	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
001-511000-500540	Dues & Subscriptions	3,250.00	3,250.00	0.00	1,380.00	1,870.00	42.46 %
001-511000-500545	Training	12,500.00	12,500.00	0.00	2,500.40	9,999.60	20.00 %
001-511000-500550	Operating Expenses	15,200.00	15,200.00	0.00	4,914.04	10,285.96	32.33 %
Department: 511000 - Commission Total:		352,150.00	352,150.00	17,319.91	124,190.01	227,959.99	35.27%
Department: 511100 - Donation-Non Profits							
001-511100-500820	Donations-aids To Private Org	68,500.00	68,500.00	0.00	53,500.00	15,000.00	78.10 %
Department: 511100 - Donation-Non Profits Total:		68,500.00	68,500.00	0.00	53,500.00	15,000.00	78.10%
Department: 511200 - Visitor Center							
001-511200-500120	Regular Salaries	80,815.00	80,815.00	4,496.91	21,839.86	58,975.14	27.02 %
001-511200-500210	Employer Fica Taxes	6,265.00	6,265.00	344.02	1,670.70	4,594.30	26.67 %
001-511200-500220	Retirement	13,786.00	13,786.00	708.08	3,862.02	9,923.98	28.01 %
001-511200-500230	Group Insurance	3,450.00	3,450.00	151.13	1,127.03	2,322.97	32.67 %
001-511200-500311	Advertisements	3,000.00	3,000.00	0.00	475.00	2,525.00	15.83 %
001-511200-500340	Sewer/wastewater	4,410.00	4,410.00	0.00	1,610.72	2,799.28	36.52 %
001-511200-500345	Contractual Services	6,000.00	6,000.00	0.00	793.33	5,206.67	13.22 %
001-511200-500430	Electric Service	2,100.00	2,100.00	98.31	641.23	1,458.77	30.53 %
001-511200-500431	Water Service	5,300.00	5,300.00	0.00	2,404.91	2,895.09	45.38 %
001-511200-500463	Service Maintenance Contracts	3,150.00	3,150.00	0.00	654.01	2,495.99	20.76 %
001-511200-500495	Special Events	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
001-511200-500506	Printing & Binding	3,065.00	3,065.00	0.00	1,498.50	1,566.50	48.89 %
001-511200-500520	Bldg. Maintenance	5,000.00	5,000.00	0.00	604.50	4,395.50	12.09 %
001-511200-500550	Operating Expenses	5,000.00	5,000.00	1,968.08	2,633.51	2,366.49	52.67 %
Department: 511200 - Visitor Center Total:		142,341.00	142,341.00	7,766.53	39,815.32	102,525.68	27.97%
Department: 513000 - Administration							
001-513000-500120	Regular Salaries	665,203.00	665,203.00	54,680.89	304,401.88	360,801.12	45.76 %
001-513000-500140	Overtime Salaries	5,500.00	5,500.00	21.17	711.10	4,788.90	12.93 %
001-513000-500210	Employer Fica Taxes	51,425.00	51,425.00	4,308.56	21,183.28	30,241.72	41.19 %
001-513000-500220	Retirement	154,950.00	154,950.00	14,424.10	77,453.66	77,496.34	49.99 %
001-513000-500230	Group Insurance	155,250.00	155,250.00	7,199.09	64,746.68	90,503.32	41.70 %
001-513000-500315	Professional Services	36,000.00	36,000.00	4,957.00	8,964.00	27,036.00	24.90 %
001-513000-500320	Audit Expense	47,000.00	47,000.00	11,000.00	30,000.00	17,000.00	63.83 %
001-513000-500344	Hr Expenses	5,000.00	5,000.00	1,245.40	3,006.76	1,993.24	60.14 %
001-513000-500345	Contractual Services	98,100.00	98,100.00	3,120.92	30,094.77	68,005.23	30.68 %
001-513000-500463	Service Maintenance Contracts	54,800.00	54,800.00	0.00	33,237.05	21,562.95	60.65 %
001-513000-500506	Printing & Binding	3,000.00	3,000.00	140.21	1,066.76	1,933.24	35.56 %
001-513000-500508	Postage	5,000.00	5,000.00	842.21	2,089.89	2,910.11	41.80 %
001-513000-500510	Office Supplies	6,700.00	6,700.00	133.38	2,609.51	4,090.49	38.95 %
001-513000-500525	Uniform Expense	1,087.00	1,087.00	206.46	206.46	880.54	18.99 %
001-513000-500540	Dues & Subscriptions	9,900.00	9,900.00	702.73	2,277.73	7,622.27	23.01 %
001-513000-500545	Training	27,000.00	27,000.00	775.00	3,412.08	23,587.92	12.64 %
001-513000-500550	Operating Expenses	26,000.00	26,000.00	1,500.57	7,989.17	18,010.83	30.73 %
001-513000-500640	Capital Outlay - Equip't & Mach	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
Department: 513000 - Administration Total:		1,381,915.00	1,381,915.00	105,257.69	593,450.78	788,464.22	42.94%
Department: 514000 - Town Attorney							
001-514000-500310	Legal Expense	360,000.00	360,000.00	0.00	143,089.90	216,910.10	39.75 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 03/31/2025

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001-514000-500314	Litigation	48,000.00	48,000.00	0.00	0.00	48,000.00	0.00 %
Department: 514000 - Town Attorney Total:		408,000.00	408,000.00	0.00	143,089.90	264,910.10	35.07%
Department: 519000 - General							
001-519000-500311	Advertisements	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
001-519000-500315	Professional Services	139,500.00	139,500.00	10,380.91	59,403.42	80,096.58	42.58 %
001-519000-500345	Contractual Services	83,200.00	83,200.00	0.00	24,909.83	58,290.17	29.94 %
001-519000-500349	Community Mobility Services	250,000.00	250,000.00	16,227.20	110,039.90	139,960.10	44.02 %
001-519000-500451	Auto, Property & Liability Ins	308,300.00	308,300.00	0.00	281,088.66	27,211.34	91.17 %
001-519000-500452	Workers Compensation Insur	90,200.00	90,200.00	12,964.75	39,054.25	51,145.75	43.30 %
001-519000-500463	Service Maintenance Contracts	23,100.00	23,100.00	0.00	6,000.00	17,100.00	25.97 %
001-519000-500497	Contingency	190,000.00	190,000.00	0.00	24,320.49	165,679.51	12.80 %
001-519000-500506	Printing & Binding	0.00	0.00	0.00	1,420.00	-1,420.00	0.00 %
001-519000-500540	Dues & Subscriptions	0.00	0.00	0.00	250.00	-250.00	0.00 %
001-519000-500550	Operating Expenses	96,600.00	96,600.00	71.59	79,376.20	17,223.80	82.17 %
001-519000-500552	Recycling And Solid Waste Exp	70,000.00	70,000.00	3,174.67	19,256.25	50,743.75	27.51 %
001-519000-500640	Capital Outlay - Equip't & Mach	40,000.00	40,000.00	0.00	25,636.02	14,363.98	64.09 %
Department: 519000 - General Total:		1,295,900.00	1,295,900.00	42,819.12	670,755.02	625,144.98	51.76%
Department: 519100 - Tourism and Community Outreach							
001-519100-500120	Regular Salaries	90,000.00	90,000.00	5,694.78	32,460.25	57,539.75	36.07 %
001-519100-500210	Employer Fica Taxes	7,000.00	7,000.00	435.98	2,484.92	4,515.08	35.50 %
001-519100-500220	Retirement	12,500.00	12,500.00	776.20	4,251.50	8,248.50	34.01 %
001-519100-500230	Group Insurance	20,000.00	20,000.00	1,012.71	9,061.96	10,938.04	45.31 %
001-519100-500311	Advertisements	12,000.00	12,000.00	2,545.00	2,645.00	9,355.00	22.04 %
001-519100-500315	Professional Services	166,000.00	166,000.00	21,532.95	49,623.70	116,376.30	29.89 %
001-519100-500345	Contractual Services	6,750.00	6,750.00	468.00	2,223.62	4,526.38	32.94 %
001-519100-500347	Programs	12,300.00	12,300.00	1,207.10	5,458.66	6,841.34	44.38 %
001-519100-500495	Special Events	277,100.00	277,100.00	20,425.66	93,003.26	184,096.74	33.56 %
001-519100-500506	Printing & Binding	44,000.00	44,000.00	2,797.09	8,316.59	35,683.41	18.90 %
001-519100-500540	Dues & Subscriptions	1,900.00	1,900.00	0.00	456.67	1,443.33	24.04 %
001-519100-500545	Training	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
001-519100-500550	Operating Expenses	2,000.00	2,000.00	0.00	24.45	1,975.55	1.22 %
Department: 519100 - Tourism and Community Outreach Total:		653,550.00	653,550.00	56,895.47	210,010.58	443,539.42	32.13%
Department: 521000 - Police Department							
001-521000-500141	Bso Overtime	100,000.00	100,000.00	0.00	34,149.92	65,850.08	34.15 %
001-521000-500345	Contractual Services	6,321,135.00	6,321,135.00	527,029.92	3,129,100.31	3,192,034.69	49.50 %
001-521000-500352	Contract Services	5,500.00	5,500.00	0.00	4,996.19	503.81	90.84 %
001-521000-500640	Capital Outlay - Equip't & Mach	12,500.00	12,500.00	0.00	0.00	12,500.00	0.00 %
Department: 521000 - Police Department Total:		6,439,135.00	6,439,135.00	527,029.92	3,168,246.42	3,270,888.58	49.20%
Department: 523000 - Emergency Medical Services							
001-523000-500345	Contractual Services	519,680.00	519,680.00	82,512.50	283,762.50	235,917.50	54.60 %
Department: 523000 - Emergency Medical Services Total:		519,680.00	519,680.00	82,512.50	283,762.50	235,917.50	54.60%
Department: 524000 - Development Services							
001-524000-500120	Regular Salaries	295,900.00	295,900.00	60,634.27	160,161.01	135,738.99	54.13 %
001-524000-500121	Temporary Salaries/ Interns	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00 %
001-524000-500140	Overtime Salaries	6,000.00	6,000.00	533.35	2,156.70	3,843.30	35.95 %
001-524000-500210	Employer Fica Taxes	22,925.00	22,925.00	8,478.59	16,641.18	6,283.82	72.59 %
001-524000-500220	Retirement	59,275.00	59,275.00	9,522.41	27,500.68	31,774.32	46.40 %
001-524000-500230	Group Insurance	87,000.00	87,000.00	11,868.92	46,982.18	40,017.82	54.00 %
001-524000-500315	Professional Services	60,000.00	60,000.00	0.00	4,677.50	55,322.50	7.80 %
001-524000-500345	Contractual Services	539,952.00	539,952.00	15,458.77	90,163.29	449,788.71	16.70 %
001-524000-500462	Fuel	0.00	0.00	0.00	154.57	-154.57	0.00 %
001-524000-500463	Service Maintenance Contracts	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
001-524000-500506	Printing & Binding	3,000.00	3,000.00	-15.73	55.27	2,944.73	1.84 %
001-524000-500508	Postage	3,000.00	3,000.00	669.61	801.91	2,198.09	26.73 %
001-524000-500510	Office Supplies	2,500.00	2,500.00	86.67	714.22	1,785.78	28.57 %
001-524000-500525	Uniform Expense	600.00	600.00	0.00	0.00	600.00	0.00 %
001-524000-500540	Dues & Subscriptions	5,000.00	5,000.00	878.69	1,142.69	3,857.31	22.85 %

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001-524000-500545	Training	8,000.00	8,000.00	466.21	1,116.21	6,883.79	13.95 %
001-524000-500550	Operating Expenses	11,000.00	11,000.00	1,402.36	8,895.72	2,104.28	80.87 %
Department: 524000 - Development Services Total:		1,115,152.00	1,115,152.00	109,984.12	361,163.13	753,988.87	32.39%
Department: 541100 - Mun Srvsc - Public Works Div							
001-541100-500120	Regular Salaries	1,124,881.00	1,124,881.00	85,028.51	437,913.57	686,967.43	38.93 %
001-541100-500140	Overtime Salaries	71,500.00	71,500.00	7,209.31	42,234.43	29,265.57	59.07 %
001-541100-500210	Employer Fica Taxes	87,300.00	87,300.00	7,200.55	37,604.50	49,695.50	43.08 %
001-541100-500220	Retirement	171,250.00	171,250.00	13,814.95	72,703.53	98,546.47	42.45 %
001-541100-500230	Group Insurance	327,750.00	327,750.00	17,538.33	156,351.63	171,398.37	47.70 %
001-541100-500315	Professional Services	65,000.00	65,000.00	0.00	3,350.00	61,650.00	5.15 %
001-541100-500340	Sewer/wastewater	18,000.00	18,000.00	0.00	7,608.04	10,391.96	42.27 %
001-541100-500345	Contractual Services	625,500.00	625,500.00	26,386.50	243,598.50	381,901.50	38.94 %
001-541100-500410	Communications	65,000.00	65,000.00	7,867.27	41,169.89	23,830.11	63.34 %
001-541100-500430	Electric Service	58,000.00	58,000.00	4,340.35	27,451.11	30,548.89	47.33 %
001-541100-500431	Water Service	225,000.00	225,000.00	259.88	117,113.53	107,886.47	52.05 %
001-541100-500433	Electric Service-streets	70,000.00	70,000.00	5,684.62	32,615.02	37,384.98	46.59 %
001-541100-500445	Equip Rent/lease	30,000.00	30,000.00	14,179.65	40,310.31	-10,310.31	134.37 %
001-541100-500460	Equipment Maintenance	45,000.00	45,000.00	9,228.77	53,269.79	-8,269.79	118.38 %
001-541100-500461	Vehicle Maintenance	25,000.00	25,000.00	2,680.86	10,615.39	14,384.61	42.46 %
001-541100-500462	Fuel	60,000.00	60,000.00	970.67	13,171.54	46,828.46	21.95 %
001-541100-500463	Service Maintenance Contracts	21,000.00	21,000.00	1,759.32	17,759.09	3,240.91	84.57 %
001-541100-500469	Buoy Maintenance	17,000.00	17,000.00	0.00	0.00	17,000.00	0.00 %
001-541100-500470	Radio Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
001-541100-500498	Storm Drain Rehab/maint	100,000.00	100,000.00	1,600.00	1,600.00	98,400.00	1.60 %
001-541100-500508	Postage	300.00	300.00	0.00	223.21	76.79	74.40 %
001-541100-500510	Office Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
001-541100-500520	Bldg. Maintenance	153,500.00	153,500.00	3,807.11	54,841.13	98,658.87	35.73 %
001-541100-500525	Uniform Expense	30,000.00	30,000.00	0.00	11,940.42	18,059.58	39.80 %
001-541100-500529	Street Light Maintenance	70,000.00	70,000.00	-805.79	14,333.55	55,666.45	20.48 %
001-541100-500530	Street Maint Repair Supply	85,000.00	85,000.00	-867.09	15,328.41	69,671.59	18.03 %
001-541100-500531	Grounds Maint/landscaping	55,000.00	55,000.00	1,496.51	16,117.14	38,882.86	29.30 %
001-541100-500532	Signs	12,500.00	12,500.00	533.50	14,302.13	-1,802.13	114.42 %
001-541100-500534	Sidewalk Maint Repair	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
001-541100-500535	Flags	3,250.00	3,250.00	0.00	950.66	2,299.34	29.25 %
001-541100-500536	Sea Oats	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
001-541100-500540	Dues & Subscriptions	4,000.00	4,000.00	0.00	5,471.00	-1,471.00	136.78 %
001-541100-500545	Training	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
001-541100-500547	Hurricane Expenditure	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
001-541100-500550	Operating Expenses	150,000.00	150,000.00	3,977.28	78,240.34	71,759.66	52.16 %
001-541100-500624	Capital Outlay-bldg. Improvem	70,000.00	70,000.00	0.00	0.00	70,000.00	0.00 %
001-541100-500640	Capital Outlay - Equip & Mach	45,000.00	45,000.00	0.00	3,546.88	41,453.12	7.88 %
001-541100-500644	Capital Outlay-vehicles	57,459.00	57,459.00	0.00	17,650.23	39,808.77	30.72 %
Department: 541100 - Mun Srvsc - Public Works Div Total:		3,982,690.00	3,982,690.00	213,891.06	1,589,384.97	2,393,305.03	39.91%
Department: 572000 - Recreation							
001-572000-500342	Senior Rec. Ctr. Contract	113,999.00	113,999.00	9,664.72	55,571.32	58,427.68	48.75 %
001-572000-500463	Service Maintenance Contracts	2,500.00	2,500.00	0.00	875.47	1,624.53	35.02 %
001-572000-500510	Office Supplies	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 572000 - Recreation Total:		116,999.00	116,999.00	9,664.72	56,446.79	60,552.21	48.25%
Department: 581100 - Interfund Transfers							
001-581100-380102	Transfer From Bldg-oh Costs	200,000.00	200,000.00	0.00	50,000.00	-150,000.00	25.00 %
001-581100-380115	Transfer From Fire - Oh Costs	50,000.00	50,000.00	0.00	12,500.00	-37,500.00	25.00 %
001-581100-500910	Transfer To Cip Fund	1,255,000.00	1,255,000.00	0.00	313,750.00	941,250.00	25.00 %
001-581100-500916	Transfer to Fire	0.00	0.00	0.00	659,125.00	-659,125.00	0.00 %
Department: 581100 - Interfund Transfers Surplus (Deficit):		-1,005,000.00	-1,005,000.00	0.00	-910,375.00	94,625.00	90.58%
Fund: 001 - General Fund Surplus (Deficit):		0.00	0.00	-453,638.23	6,485,432.31	6,485,432.31	0.00%

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	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 101 - Special Revenue-Police Conf						
Department: 306000 - Miscellaneous Revenues						
101-306000-369100 Miscellaneous Revenues	0.00	0.00	0.00	391.11	391.11	0.00 %
Department: 306000 - Miscellaneous Revenues Total:	0.00	0.00	0.00	391.11	391.11	0.00%
Fund: 101 - Special Revenue-Police Conf Total:	0.00	0.00	0.00	391.11	391.11	0.00%
Fund: 102 - Building Fund						
Department: 000000 - Assigned						
102-000000-380200 Appropriated Fund Balance	275,102.00	275,102.00	0.00	0.00	-275,102.00	0.00 %
Department: 000000 - Assigned Total:	275,102.00	275,102.00	0.00	0.00	-275,102.00	0.00%
Department: 302100 - Building Permit and Inpection						
102-302100-322100 Building Permits	1,393,019.00	1,393,019.00	87,002.76	481,120.48	-911,898.52	34.54 %
102-302100-322105 Fire Plan Review Fees	60,000.00	60,000.00	248.37	46,737.61	-13,262.39	77.90 %
102-302100-322106 Building Recording Fee	0.00	0.00	0.00	12.25	12.25	0.00 %
Department: 302100 - Building Permit and Inpection Total:	1,453,019.00	1,453,019.00	87,251.13	527,870.34	-925,148.66	36.33%
Department: 524100 - Building						
102-524100-500120 Regular Salaries	215,721.00	215,721.00	-19,965.34	49,822.90	165,898.10	23.10 %
102-524100-500121 Temporary Salaries/ Interns	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
102-524100-500210 Employer Fica Taxes	17,400.00	17,400.00	-5,271.94	17.99	17,382.01	0.10 %
102-524100-500220 Retirement	48,000.00	48,000.00	-1,726.66	12,575.11	35,424.89	26.20 %
102-524100-500230 Group Insurance	80,000.00	80,000.00	156.66	14,061.39	65,938.61	17.58 %
102-524100-500315 Professional Services	175,000.00	175,000.00	3,020.00	18,327.63	156,672.37	10.47 %
102-524100-500345 Contractual Services	79,000.00	79,000.00	0.00	57,540.46	21,459.54	72.84 %
102-524100-500402 Building Permit Services	900,000.00	900,000.00	97,131.95	224,147.40	675,852.60	24.91 %
102-524100-500463 Service Maintenance Contracts	3,000.00	3,000.00	0.00	2,668.96	331.04	88.97 %
102-524100-500550 Operating Expenses	2,000.00	2,000.00	356.46	2,035.16	-35.16	101.76 %
102-524100-581001 Transfer To GF-OH Costs	200,000.00	200,000.00	0.00	50,000.00	150,000.00	25.00 %
Department: 524100 - Building Total:	1,728,121.00	1,728,121.00	73,701.13	431,197.00	1,296,924.00	24.95%
Fund: 102 - Building Fund Surplus (Deficit):	0.00	0.00	13,550.00	96,673.34	96,673.34	0.00%
Fund: 103 - Sewer Fund						
Department: 000000 - Assigned						
103-000000-380200 Appropriated Fund Balance	8,480.00	8,480.00	0.00	0.00	-8,480.00	0.00 %
Department: 000000 - Assigned Total:	8,480.00	8,480.00	0.00	0.00	-8,480.00	0.00%
Department: 304000 - Charges for Services						
103-304000-343500 Sewer Fees	1,700,000.00	1,700,000.00	108,340.83	498,783.88	-1,201,216.12	29.34 %
Department: 304000 - Charges for Services Total:	1,700,000.00	1,700,000.00	108,340.83	498,783.88	-1,201,216.12	29.34%
Department: 306000 - Miscellaneous Revenues						
103-306000-361100 Interest Earnings	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %
Department: 306000 - Miscellaneous Revenues Total:	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00%
Department: 535000 - Sanitary Sewers						
103-535000-500120 Regular Salaries	112,900.00	112,900.00	8,253.36	48,442.52	64,457.48	42.91 %
103-535000-500140 Overtime Salaries	6,600.00	6,600.00	179.49	1,832.40	4,767.60	27.76 %
103-535000-500210 Employer Fica Taxes	8,637.00	8,637.00	642.76	3,939.39	4,697.61	45.61 %
103-535000-500220 Retirement	23,325.00	23,325.00	1,729.14	10,223.74	13,101.26	43.83 %
103-535000-500230 Group Insurance	42,100.00	42,100.00	1,923.24	14,390.10	27,709.90	34.18 %
103-535000-500340 Sewer/wastewater	1,010,000.00	1,010,000.00	0.00	405,436.31	604,563.69	40.14 %
103-535000-500345 Contractual Services	65,000.00	65,000.00	1,045.26	4,572.34	60,427.66	7.03 %
103-535000-500430 Electric Service	30,000.00	30,000.00	1,589.00	10,497.70	19,502.30	34.99 %
103-535000-500431 Water Service	500.00	500.00	0.00	270.13	229.87	54.03 %
103-535000-500459 Sewer Line Maintenance	200,000.00	200,000.00	12,025.00	21,273.86	178,726.14	10.64 %
103-535000-500465 Pump Station Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
103-535000-500497 Contingency	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
103-535000-500506 Printing & Binding	1,250.00	1,250.00	0.00	0.00	1,250.00	0.00 %
103-535000-500550 Operating Expenses	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 03/31/2025

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
103-535000-500630 Cap Outlay Imp Other Than Bldg	105,168.00	105,168.00	0.00	0.00	105,168.00	0.00 %
Department: 535000 - Sanitary Sewers Total:	1,710,480.00	1,710,480.00	27,387.25	520,878.49	1,189,601.51	30.45%
Fund: 103 - Sewer Fund Surplus (Deficit):	0.00	0.00	80,953.58	-22,094.61	-22,094.61	0.00%
Fund: 115 - Fire Fund						
Department: 000000 - Assigned						
115-000000-3802103 Appropriation From Fire Fund	600,000.00	600,000.00	0.00	0.00	-600,000.00	0.00 %
Department: 000000 - Assigned Total:	600,000.00	600,000.00	0.00	0.00	-600,000.00	0.00%
Department: 301050 - Fire Assessment						
115-301050-311200 Property Tax-fire Assessment	1,347,159.00	1,347,159.00	35,769.99	1,247,485.10	-99,673.90	92.60 %
Department: 301050 - Fire Assessment Total:	1,347,159.00	1,347,159.00	35,769.99	1,247,485.10	-99,673.90	92.60%
Department: 304000 - Charges for Services						
115-304000-342210 Fire Inspection Fees	77,000.00	77,000.00	670.00	77,494.83	494.83	100.64 %
Department: 304000 - Charges for Services Total:	77,000.00	77,000.00	670.00	77,494.83	494.83	100.64%
Department: 306000 - Miscellaneous Revenues						
115-306000-369100 Miscellaneous Revenues	0.00	0.00	119,429.00	137,607.38	137,607.38	0.00 %
Department: 306000 - Miscellaneous Revenues Total:	0.00	0.00	119,429.00	137,607.38	137,607.38	0.00%
Department: 522000 - Fire Department						
115-522000-500315 Professional Services	83,000.00	83,000.00	2,340.80	92,372.90	-9,372.90	111.29 %
115-522000-500345 Contractual Services	987,100.00	987,100.00	168,612.50	620,112.50	366,987.50	62.82 %
115-522000-500520 Bldg. Maintenance	4,059.00	4,059.00	0.00	0.00	4,059.00	0.00 %
115-522000-500624 Capital Outlay-bldg. Improvemnt	900,000.00	900,000.00	0.00	0.00	900,000.00	0.00 %
115-522000-500912 Transfer To General Fund	50,000.00	50,000.00	0.00	12,500.00	37,500.00	25.00 %
Department: 522000 - Fire Department Total:	2,024,159.00	2,024,159.00	170,953.30	724,985.40	1,299,173.60	35.82%
Department: 581100 - Interfund Transfers						
115-581100-381105 Transfer From General Fund	0.00	0.00	0.00	659,125.00	659,125.00	0.00 %
Department: 581100 - Interfund Transfers Total:	0.00	0.00	0.00	659,125.00	659,125.00	0.00%
Fund: 115 - Fire Fund Surplus (Deficit):	0.00	0.00	-15,084.31	1,396,726.91	1,396,726.91	0.00%
Fund: 300 - Capital Project Fund						
Department: 000000 - Assigned						
300-000000-380200 Appropriated Fund Balance	615,000.00	615,000.00	0.00	0.00	-615,000.00	0.00 %
Department: 000000 - Assigned Total:	615,000.00	615,000.00	0.00	0.00	-615,000.00	0.00%
Department: 303000 - Intergovernmental Revenues						
300-303000-334920 Beach Portal-Funding	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
300-303000-334929 Friedt Park Funding	200,000.00	200,000.00	0.00	0.00	-200,000.00	0.00 %
300-303000-334933 Resilient Florida Program (DEP) Gra...	200,000.00	200,000.00	0.00	0.00	-200,000.00	0.00 %
Department: 303000 - Intergovernmental Revenues Total:	450,000.00	450,000.00	0.00	0.00	-450,000.00	0.00%
Department: 519000 - General						
300-519000-500120 Regular Salaries	86,657.00	86,657.00	6,367.59	37,920.26	48,736.74	43.76 %
300-519000-500210 Employer Fica Taxes	6,630.00	6,630.00	487.12	2,900.89	3,729.11	43.75 %
300-519000-500220 Retirement	24,380.00	24,380.00	1,792.01	10,586.42	13,793.58	43.42 %
300-519000-500230 Group Insurance	18,975.00	18,975.00	1,064.27	7,885.03	11,089.97	41.55 %
300-519000-500640 Capital Outlay - Equipt & Mach	90,000.00	90,000.00	7,062.05	38,845.34	51,154.66	43.16 %
Department: 519000 - General Total:	226,642.00	226,642.00	16,773.04	98,137.94	128,504.06	43.30%
Department: 519161 - Town Hall / Public Safety						
300-519161-500629 Capital Outlay - Design/permit	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00 %
Department: 519161 - Town Hall / Public Safety Total:	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00%
Department: 545170 - El Prado Park						
300-545170-500630 Cap Outlay Imp Other Than Bldg	775,000.00	775,000.00	0.00	5,645.00	769,355.00	0.73 %
Department: 545170 - El Prado Park Total:	775,000.00	775,000.00	0.00	5,645.00	769,355.00	0.73%
Department: 559027 - Storm Water Rate Study						
300-559027-500630 Cap Outlay Imp Other Than Bldg	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00 %
Department: 559027 - Storm Water Rate Study Total:	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00%

Budget Report

For Fiscal: 2024-2025 Period Ending: 03/31/2025

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 572102 - Beach Portal						
300-572102-500629 Capital Outlay - Design/permit	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Department: 572102 - Beach Portal Total:	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00%
Department: 572108 - FDOT A1A Pine Ave to Palm Ave						
300-572108-500630 Cap Outlay Imp other than bldg	255,000.00	255,000.00	0.00	0.00	255,000.00	0.00 %
Department: 572108 - FDOT A1A Pine Ave to Palm Ave Total:	255,000.00	255,000.00	0.00	0.00	255,000.00	0.00%
Department: 572110 - Tennis Court Lighting						
300-572110-500630 Cap Outlay Imp other than bldg	45,000.00	45,000.00	0.00	31,677.90	13,322.10	70.40 %
Department: 572110 - Tennis Court Lighting Total:	45,000.00	45,000.00	0.00	31,677.90	13,322.10	70.40%
Department: 572200 - Beach Renourishment						
300-572200-500630 Cap Outlay Imp Other Than Bldg	116,667.00	116,667.00	3,467.20	123,313.87	-6,646.87	105.70 %
Department: 572200 - Beach Renourishment Total:	116,667.00	116,667.00	3,467.20	123,313.87	-6,646.87	105.70%
Department: 572201 - Staghorn Coral Painting						
300-572201-500630 Cap Outlay Imp Other Than Bldg	0.00	0.00	9,097.66	9,097.66	-9,097.66	0.00 %
Department: 572201 - Staghorn Coral Painting Total:	0.00	0.00	9,097.66	9,097.66	-9,097.66	0.00%
Department: 575200 - Traffic Improvements & Calming						
300-575200-500630 Cap Outlay Imp Other Than Bldg	150,000.00	150,000.00	13,914.27	46,627.95	103,372.05	31.09 %
Department: 575200 - Traffic Improvements & Calming Total:	150,000.00	150,000.00	13,914.27	46,627.95	103,372.05	31.09%
Department: 575201 - Pedestrian Amenities						
300-575201-500630 Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	8,191.80	41,782.05	33,217.95	55.71 %
Department: 575201 - Pedestrian Amenities Total:	75,000.00	75,000.00	8,191.80	41,782.05	33,217.95	55.71%
Department: 576136 - Street Proj.Bougain.Poinciana						
300-576136-500629 Capital Outlay - Design/permit	225,000.00	225,000.00	0.00	0.00	225,000.00	0.00 %
Department: 576136 - Street Proj.Bougain.Poinciana Total:	225,000.00	225,000.00	0.00	0.00	225,000.00	0.00%
Department: 576138 - Rodway Paving & Refurbishment						
300-576138-500630 Cap Outlay Imp Other Than Bldg	483,691.00	483,691.00	0.00	54,673.13	429,017.87	11.30 %
Department: 576138 - Rodway Paving & Refurbishment Total:	483,691.00	483,691.00	0.00	54,673.13	429,017.87	11.30%
Department: 576305 - Resilient Florida Program -Project						
300-576305-500630 Cap Outlay Imp other than bldg	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
Department: 576305 - Resilient Florida Program -Project Total:	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00%
Department: 577100 - Friedt Park						
300-577100-500630 Cap Outlay Imp Other Than Bldg	725,000.00	725,000.00	0.00	18,694.60	706,305.40	2.58 %
Department: 577100 - Friedt Park Total:	725,000.00	725,000.00	0.00	18,694.60	706,305.40	2.58%
Department: 577102 - 75th Anniversary Garden						
300-577102-500630 Cap Outlay Imp other than bldg	100,000.00	100,000.00	0.00	9,174.00	90,826.00	9.17 %
Department: 577102 - 75th Anniversary Garden Total:	100,000.00	100,000.00	0.00	9,174.00	90,826.00	9.17%
Department: 581100 - Interfund Transfers						
300-581100-381105 Transfer From General Fund	1,255,000.00	1,255,000.00	0.00	313,750.00	-941,250.00	25.00 %
300-581100-381106 Transfer From Parking Fund	1,732,000.00	1,732,000.00	0.00	433,000.00	-1,299,000.00	25.00 %
Department: 581100 - Interfund Transfers Total:	2,987,000.00	2,987,000.00	0.00	746,750.00	-2,240,250.00	25.00%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	-51,443.97	307,925.90	307,925.90	0.00%
Fund: 310 - Parking Fund						
Department: 302000 - Licenses & Permits						
310-302000-313101 Pilop Fee	40,000.00	40,000.00	0.00	0.00	-40,000.00	0.00 %
Department: 302000 - Licenses & Permits Total:	40,000.00	40,000.00	0.00	0.00	-40,000.00	0.00%
Department: 304000 - Charges for Services						
310-304000-344500 Parking Permits	148,000.00	148,000.00	3,246.09	85,019.52	-62,980.48	57.45 %
310-304000-344520 Parking Agreements	94,024.00	94,024.00	0.00	94,024.00	0.00	100.00 %
310-304000-344551 South Ocean	210,000.00	210,000.00	40,120.27	137,365.21	-72,634.79	65.41 %
310-304000-344552 Ocean Front Meters	350,000.00	350,000.00	52,412.76	284,492.63	-65,507.37	81.28 %
310-304000-344553 Commerical Blvd. Meters	90,000.00	90,000.00	18,249.55	89,086.00	-914.00	98.98 %
310-304000-344554 Parking Meters - Beach	200,000.00	200,000.00	27,646.83	108,605.08	-91,394.92	54.30 %
310-304000-344555 Palm Portal- Fdg	99,000.00	99,000.00	17,202.11	65,915.33	-33,084.67	66.58 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 03/31/2025

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
310-304000-344556	El Prado Parking Lot	650,000.00	650,000.00	76,661.77	295,593.07	-354,406.93	45.48 %
310-304000-344558	Town Hall Parking Lot	35,000.00	35,000.00	5,225.03	13,076.60	-21,923.40	37.36 %
310-304000-344559	El Mar Parking Lot	295,000.00	295,000.00	30,680.39	160,695.07	-134,304.93	54.47 %
310-304000-344560	A1A Parking Lot	650,000.00	650,000.00	78,501.14	339,018.97	-310,981.03	52.16 %
310-304000-344563	Bougainvilla/ Poinciana	199,000.00	199,000.00	39,623.44	155,560.05	-43,439.95	78.17 %
Department: 304000 - Charges for Services Total:		3,020,024.00	3,020,024.00	389,569.38	1,828,451.53	-1,191,572.47	60.54%
Department: 305000 - Fines & Forfeitures							
310-305000-354100	Parking Fines	110,000.00	110,000.00	26,453.07	161,775.55	51,775.55	147.07 %
Department: 305000 - Fines & Forfeitures Total:		110,000.00	110,000.00	26,453.07	161,775.55	51,775.55	147.07%
Department: 306000 - Miscellaneous Revenues							
310-306000-362001	Bougainvilla Rent	149,760.00	149,760.00	8,296.34	65,579.33	-84,180.67	43.79 %
Department: 306000 - Miscellaneous Revenues Total:		149,760.00	149,760.00	8,296.34	65,579.33	-84,180.67	43.79%
Department: 545000 - Parking Operations							
310-545000-500120	Regular Salaries	236,000.00	236,000.00	17,795.97	104,529.49	131,470.51	44.29 %
310-545000-500140	Overtime Salaries	4,200.00	4,200.00	591.19	3,473.75	726.25	82.71 %
310-545000-500210	Employer Fica Taxes	18,400.00	18,400.00	1,087.69	6,331.90	12,068.10	34.41 %
310-545000-500220	Retirement	45,000.00	45,000.00	3,499.35	19,881.00	25,119.00	44.18 %
310-545000-500230	Group Insurance	76,000.00	76,000.00	4,017.21	31,713.20	44,286.80	41.73 %
310-545000-500345	Contractual Services	523,000.00	523,000.00	16,706.71	176,413.35	346,586.65	33.73 %
310-545000-500353	Parking Alternatives	85,000.00	85,000.00	7,518.06	28,172.54	56,827.46	33.14 %
310-545000-500410	Communications	3,000.00	3,000.00	134.62	838.69	2,161.31	27.96 %
310-545000-500430	Electric Service	9,600.00	9,600.00	703.64	4,011.21	5,588.79	41.78 %
310-545000-500431	Water Service	27,500.00	27,500.00	0.00	8,127.82	19,372.18	29.56 %
310-545000-500445	Equip Rent/lease	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00 %
310-545000-500461	Vehicle Maintenance	8,000.00	8,000.00	-1,749.78	375.85	7,624.15	4.70 %
310-545000-500462	Fuel	15,000.00	15,000.00	0.00	3,435.16	11,564.84	22.90 %
310-545000-500463	Service Maintenance Contracts	48,588.00	48,588.00	0.00	29,808.00	18,780.00	61.35 %
310-545000-500497	Contingency	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
310-545000-500506	Printing & Binding	8,000.00	8,000.00	1,199.77	1,270.77	6,729.23	15.88 %
310-545000-500508	Postage	1,000.00	1,000.00	0.00	336.72	663.28	33.67 %
310-545000-500510	Office Supplies	1,000.00	1,000.00	0.00	199.90	800.10	19.99 %
310-545000-500525	Uniform Expense	5,000.00	5,000.00	0.00	201.73	4,798.27	4.03 %
310-545000-500532	Signs	13,000.00	13,000.00	163.70	4,169.35	8,830.65	32.07 %
310-545000-500533	Parking Meter Parts-supplies	38,000.00	38,000.00	0.00	2,283.59	35,716.41	6.01 %
310-545000-500545	Training	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500550	Operating Expenses	37,000.00	37,000.00	190.80	1,963.16	35,036.84	5.31 %
310-545000-500630	Cap Outlay Imp Other Than Bldg	32,310.00	32,310.00	0.00	0.00	32,310.00	0.00 %
310-545000-500640	Capital Outlay - Equipt & Mach	104,000.00	104,000.00	0.00	4,420.00	99,580.00	4.25 %
310-545000-500644	Capital Outlay-vehicles	31,686.00	31,686.00	0.00	8,539.33	23,146.67	26.95 %
310-545000-500646	Capital Outlay-Reserves	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
Department: 545000 - Parking Operations Total:		1,587,784.00	1,587,784.00	51,858.93	440,496.51	1,147,287.49	27.74%
Department: 581100 - Interfund Transfers							
310-581100-500910	Transfer To CIP Fund	1,732,000.00	1,732,000.00	0.00	433,000.00	1,299,000.00	25.00 %
Department: 581100 - Interfund Transfers Total:		1,732,000.00	1,732,000.00	0.00	433,000.00	1,299,000.00	25.00%
Fund: 310 - Parking Fund Surplus (Deficit):		0.00	0.00	372,459.86	1,182,309.90	1,182,309.90	0.00%
Report Surplus (Deficit):		0.00	0.00	-53,203.07	9,447,364.86	9,447,364.86	0.00%

Group Summary

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
301000 - Ad Valorem Property Taxes	13,548,619.00	13,548,619.00	337,447.66	12,520,889.79	-1,027,729.21	92.41%
301100 - Utility Taxes	1,198,700.00	1,198,700.00	106,826.07	543,854.17	-654,845.83	45.37%
301600 - Franchise Taxes	864,799.00	864,799.00	69,964.64	388,559.12	-476,239.88	44.93%
302000 - Licenses & Permits	187,200.00	187,200.00	2,217.09	197,087.33	9,887.33	105.28%
303000 - Intergovernmental Revenues	1,203,884.00	1,203,884.00	101,969.78	551,324.58	-652,559.42	45.80%
304000 - Charges for Services	7,250.00	7,250.00	1,700.00	10,920.00	3,670.00	150.62%
305000 - Fines & Forfeitures	87,000.00	87,000.00	21,785.82	33,366.97	-53,633.03	38.35%
306000 - Miscellaneous Revenues	383,560.00	383,560.00	77,591.75	443,620.77	60,060.77	115.66%
511000 - Commission	352,150.00	352,150.00	17,319.91	124,190.01	227,959.99	35.27%
511100 - Donation-Non Profits	68,500.00	68,500.00	0.00	53,500.00	15,000.00	78.10%
511200 - Visitor Center	142,341.00	142,341.00	7,766.53	39,815.32	102,525.68	27.97%
513000 - Administration	1,381,915.00	1,381,915.00	105,257.69	593,450.78	788,464.22	42.94%
514000 - Town Attorney	408,000.00	408,000.00	0.00	143,089.90	264,910.10	35.07%
519000 - General	1,295,900.00	1,295,900.00	42,819.12	670,755.02	625,144.98	51.76%
519100 - Tourism and Community Outreach	653,550.00	653,550.00	56,895.47	210,010.58	443,539.42	32.13%
521000 - Police Department	6,439,135.00	6,439,135.00	527,029.92	3,168,246.42	3,270,888.58	49.20%
523000 - Emergency Medical Services	519,680.00	519,680.00	82,512.50	283,762.50	235,917.50	54.60%
524000 - Development Services	1,115,152.00	1,115,152.00	109,984.12	361,163.13	753,988.87	32.39%
541100 - Mun Srvsc - Public Works Div	3,982,690.00	3,982,690.00	213,891.06	1,589,384.97	2,393,305.03	39.91%
572000 - Recreation	116,999.00	116,999.00	9,664.72	56,446.79	60,552.21	48.25%
581100 - Interfund Transfers	-1,005,000.00	-1,005,000.00	0.00	-910,375.00	94,625.00	90.58%
Fund: 001 - General Fund Surplus (Deficit):	0.00	0.00	-453,638.23	6,485,432.31	6,485,432.31	0.00%
Fund: 101 - Special Revenue-Police Conf						
306000 - Miscellaneous Revenues	0.00	0.00	0.00	391.11	391.11	0.00%
Fund: 101 - Special Revenue-Police Conf Total:	0.00	0.00	0.00	391.11	391.11	0.00%
Fund: 102 - Building Fund						
000000 - Assigned	275,102.00	275,102.00	0.00	0.00	-275,102.00	0.00%
302100 - Building Permit and Inpection	1,453,019.00	1,453,019.00	87,251.13	527,870.34	-925,148.66	36.33%
524100 - Building	1,728,121.00	1,728,121.00	73,701.13	431,197.00	1,296,924.00	24.95%
Fund: 102 - Building Fund Surplus (Deficit):	0.00	0.00	13,550.00	96,673.34	96,673.34	0.00%
Fund: 103 - Sewer Fund						
000000 - Assigned	8,480.00	8,480.00	0.00	0.00	-8,480.00	0.00%
304000 - Charges for Services	1,700,000.00	1,700,000.00	108,340.83	498,783.88	-1,201,216.12	29.34%
306000 - Miscellaneous Revenues	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00%
535000 - Sanitary Sewers	1,710,480.00	1,710,480.00	27,387.25	520,878.49	1,189,601.51	30.45%
Fund: 103 - Sewer Fund Surplus (Deficit):	0.00	0.00	80,953.58	-22,094.61	-22,094.61	0.00%
Fund: 115 - Fire Fund						
000000 - Assigned	600,000.00	600,000.00	0.00	0.00	-600,000.00	0.00%
301050 - Fire Assessment	1,347,159.00	1,347,159.00	35,769.99	1,247,485.10	-99,673.90	92.60%
304000 - Charges for Services	77,000.00	77,000.00	670.00	77,494.83	494.83	100.64%
306000 - Miscellaneous Revenues	0.00	0.00	119,429.00	137,607.38	137,607.38	0.00%
522000 - Fire Department	2,024,159.00	2,024,159.00	170,953.30	724,985.40	1,299,173.60	35.82%
581100 - Interfund Transfers	0.00	0.00	0.00	659,125.00	659,125.00	0.00%
Fund: 115 - Fire Fund Surplus (Deficit):	0.00	0.00	-15,084.31	1,396,726.91	1,396,726.91	0.00%
Fund: 300 - Capital Project Fund						
000000 - Assigned	615,000.00	615,000.00	0.00	0.00	-615,000.00	0.00%
303000 - Intergovernmental Revenues	450,000.00	450,000.00	0.00	0.00	-450,000.00	0.00%
519000 - General	226,642.00	226,642.00	16,773.04	98,137.94	128,504.06	43.30%
519161 - Town Hall / Public Safety	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00%
545170 - El Prado Park	775,000.00	775,000.00	0.00	5,645.00	769,355.00	0.73%
559027 - Storm Water Rate Study	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00%
572102 - Beach Portal	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00%
572108 - FDOT A1A Pine Ave to Palm Ave	255,000.00	255,000.00	0.00	0.00	255,000.00	0.00%
572110 - Tennis Court Lighting	45,000.00	45,000.00	0.00	31,677.90	13,322.10	70.40%

Budget Report

For Fiscal: 2024-2025 Period Ending: 03/31/2025

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
572200 - Beach Renourishment	116,667.00	116,667.00	3,467.20	123,313.87	-6,646.87	105.70%
572201 - Staghorn Coral Painting	0.00	0.00	9,097.66	9,097.66	-9,097.66	0.00%
575200 - Traffic Improvements & Calming	150,000.00	150,000.00	13,914.27	46,627.95	103,372.05	31.09%
575201 - Pedestrian Amenities	75,000.00	75,000.00	8,191.80	41,782.05	33,217.95	55.71%
576136 - Street Proj.Bougain.Poinciana	225,000.00	225,000.00	0.00	0.00	225,000.00	0.00%
576138 - Rodway Paving & Refurbishment	483,691.00	483,691.00	0.00	54,673.13	429,017.87	11.30%
576305 - Resilient Florida Program -Project	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00%
577100 - Friedt Park	725,000.00	725,000.00	0.00	18,694.60	706,305.40	2.58%
577102 - 75th Anniversary Garden	100,000.00	100,000.00	0.00	9,174.00	90,826.00	9.17%
581100 - Interfund Transfers	2,987,000.00	2,987,000.00	0.00	746,750.00	-2,240,250.00	25.00%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	-51,443.97	307,925.90	307,925.90	0.00%
Fund: 310 - Parking Fund						
302000 - Licenses & Permits	40,000.00	40,000.00	0.00	0.00	-40,000.00	0.00%
304000 - Charges for Services	3,020,024.00	3,020,024.00	389,569.38	1,828,451.53	-1,191,572.47	60.54%
305000 - Fines & Forfeitures	110,000.00	110,000.00	26,453.07	161,775.55	51,775.55	147.07%
306000 - Miscellaneous Revenues	149,760.00	149,760.00	8,296.34	65,579.33	-84,180.67	43.79%
545000 - Parking Operations	1,587,784.00	1,587,784.00	51,858.93	440,496.51	1,147,287.49	27.74%
581100 - Interfund Transfers	1,732,000.00	1,732,000.00	0.00	433,000.00	1,299,000.00	25.00%
Fund: 310 - Parking Fund Surplus (Deficit):	0.00	0.00	372,459.86	1,182,309.90	1,182,309.90	0.00%
Report Surplus (Deficit):	0.00	0.00	-53,203.07	9,447,364.86	9,447,364.86	0.00%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - General Fund	0.00	0.00	-453,638.23	6,485,432.31	6,485,432.31
101 - Special Revenue-Police Conf	0.00	0.00	0.00	391.11	391.11
102 - Building Fund	0.00	0.00	13,550.00	96,673.34	96,673.34
103 - Sewer Fund	0.00	0.00	80,953.58	-22,094.61	-22,094.61
115 - Fire Fund	0.00	0.00	-15,084.31	1,396,726.91	1,396,726.91
300 - Capital Project Fund	0.00	0.00	-51,443.97	307,925.90	307,925.90
310 - Parking Fund	0.00	0.00	372,459.86	1,182,309.90	1,182,309.90
Report Surplus (Deficit):	0.00	0.00	-53,203.07	9,447,364.86	9,447,364.86

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of March 31,2025

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 3/31/2025	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
001 General Fund:									
Truist	101.000	8015	Master Account	Analyzed Interest Checking	Truist	12,724,504.46	2.50%	25,466.64	122,958.24
Truist	101.009	6876	Emergency Reserve	Public Special Money Rate Checking	Truist	2,591,668.59	2.87%	6,309.42	32,653.32
GENERAL FUND						BANK SUBTOTAL		31,776.06	155,611.56
SBA	101.300	1471-A	General Fund Invest Acct A	SBA Invest Pool	SBA	199,193.69	4.51%	759.54	4,609.82
SBA	101.400	1472-A	Emergency Reserves Acct A	SBA Invest Pool	SBA	96,641.38	4.51%	368.49	2,236.50
SouthState Inv.	101.110	9371	Investment	Investment	SSTI	2,004,296.59			
GENERAL FUND						SBA / INV. SUBTOTAL		1,128.03	6,846.32
GENERAL FUND						GRAND TOTAL		32,904.09	162,457.88
101 Police Forfeiture & Training									
Truist	101.100	9613	Police Forfeiture Fund	Analyzed Interest Checking	Truist	589.59	2.50%	Included Above	Included Above
POLICE FUND						TOTAL		0.00	0.00
103 Sewer Enterprise Fund									
Truist	101.105	9999	Sewer Enterprise Fund	Analyzed Interest Checking	Truist	1,195,419.48	2.50%	2,518.00	13,704.14
SEWER FUND						TOTAL		2,518.00	13,704.14
115 Fire Fund:									
Truist	101.109	5379	Fire Fund Account	Analyzed Interest Checking	Truist	963,338.36	2.50%	1,892.31	9,541.74
Truist	101.110	6701	Public Safety Facility Account	Analyzed Interest Checking	Truist	1,277,303.38		2,538.47	4,456.05
FIRE FUND						GRAND TOTAL		1,892.31	9,541.74
300 Capital Improvement Fund:									
Truist	101.115	0010	Capital Improvement Fund	Analyzed Interest Checking	Truist	2,539,588.66	2.50%	5,221.78	23,030.98
CAPITAL IMPROVEMENT FUND						TOTAL		5,221.78	23,030.98
310 Parking Improvement Fund									
Truist	101.125	0120	Parking Improvement Account	Analyzed Interest Checking	Truist	6,863,649.98	2.50%	13,842.64	68,122.10
Truist	101.128	8554	PILOP Account	Analyzed Interest Checking	Truist	200.00	2.50%	Included Above	Included Above
PARKING FUND						TOTAL		13,842.64	68,122.10
102 Building Fund									
Truist	101.104	8686	Building Account	Analyzed Interest Checking	Truist	1,329,816.65	2.50%	2,726.51	13,498.74
BUILDING FUND						TOTAL		2,726.51	13,498.74
ALL FUNDS						GRAND TOTAL		59,105.33	290,355.58

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of March 31,2025

Summary by Investment Type		Amount	Percent
Interest Bearing Checking		28,208,775.77	92%
Non-interest Bearing Checking		0.00	0%
SBA Trust Fund/Pools		295,835.07	1%
Investment		2,004,296.59	7%
Repurchase Agreements		0.00	0%
Money Market Funds		0.00	0%
U.S. Securities/Treasuries		0.00	0%
U.S. Federal Agencies		0.00	0%
Federal Instrumentalities		0.00	0%
GRAND TOTAL		30,508,907.43	100%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	17,616,304.71	58%
	Police Fund	589.59	0%
	Sewer Fund	1,195,419.48	4%
	Fire Fund	963,338.36	3%
	Building Fund	1,329,816.65	4%
	Capital Improvement Fund	2,539,588.66	8%
	Parking Fund	6,863,849.98	22%
GRAND TOTAL		30,508,907.43	100%

Summary by Bank/Pool/Inv		Amount	Percent
	Truist	28,208,775.77	92%
	Investment	2,004,296.59	7%
	Florida Prime/State Board of Admin.	295,835.07	1%
GRAND TOTAL		30,508,907.43	100%



Agenda Item No: 10.a.

Town Commission Agenda Item Report

Meeting Date: May 27, 2025

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Approval of Minutes

Agenda Section: APPROVAL OF MINUTES

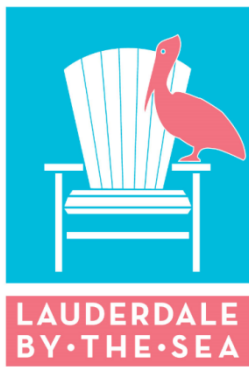
Subject Title: Approval of Minutes for May 7, 2025.

Explanation: Draft minutes available for approval for May 7, 2025 PPP Workshop.

Recommendation:

Exhibits:

1. 5-7-25 PPP Workshop Draft



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
WORKSHOP MINUTES
Jarvis Hall
4505 N. Ocean Drive
Wednesday, May 7, 2025
5:00 PM

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the workshop to order at 5:00 p.m. Also present were Vice Mayor Randy Strauss, Commissioner Richard DeNapoli (by phone), Commissioner John A. Graziano, Commissioner Theo Pouloupoulos, Town Manager Linda Connors, Deputy Town Manager/Public Works Director Ken Rubach, Town Attorney Susan L. Trevarthen, Director of Budget and Finance Lucila Lang, Development Services Director Jhanelle Campbell, Assistant Director of Development Services Code Compliance Terry-Ann Boyd and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. PUBLIC COMMENTS

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

4. DISCUSSION ITEM

a. Exploring P3 Model for Redevelopment of Town Properties

Town Attorney Susan Trevarthen introduced her associates Chad Freeman and Daniela Simo, who were present to share their expertise on public-private partnerships (P3s). Attorney Freeman described the P3 model as a flexible way in which the Town can realize government projects. He reviewed a diagram of the Town's existing conditions and public safety needs, including the Fire Station, public safety offices, and an apartment building acquired by the Town.

Attorney Freeman recalled that a comprehensive audit was performed approximately two years ago for the Town's Fire Department. This audit identified deficiencies and documented key findings that could improve the public safety complex. The required facility size at that time was roughly 24,000 sq. ft. and included additional public safety elements needed by the Town.

Attorney Freeman explained that a public-private partnership (P3) is an agreement between public and private entities which facilitates increased private sector involvement in the funding and execution of public building and infrastructure projects. These agreements allow governments to leverage assistance from private industry while allowing that industry to assume a larger share of project risks. P3s also allow for an alternative means of project delivery.

P3s may come in the form of a revenue-producing partnership, such as a municipality providing land to a developer for the construction of a hotel that uses a revenue-sharing model. Another option would be a P3 in which a developer builds a facility for a municipality and the municipality provides that developer with additional land for private development. A third model provides for a private entity to fund the design, construction, and financing aspects of a facility in addition to operation and maintenance. Today's presentation focuses primarily on the third delivery model due to current zoning regulations as well as restrictions in the Town's Charter.

Benefits of a P3 include:

- Project delivery
- Cost-effectiveness
- Faster delivery
- Private financing
- Reduction of government risk

These benefits are specific to a design/build model which does not include a revenue-sharing component. If revenue sharing is planned, benefits also include:

- Promotion of economic growth
- Additional tax revenue
- Monetizing underused property

P3s may be procured through a solicited or unsolicited process. This may include adoption through the state's P3 Statute, or the Town may adopt its own procedures. Florida Statutes regarding P3s are supplementary to any procedures which the Town may wish to adopt.

Unsolicited proposals are typically driven by the private market, while solicited proposals are government-driven. If the Town follows Florida's P3 Statute, they would have less discretion than if it adopts its own procedures. In either case, it will be necessary to hire outside professionals; however, costs can be recovered from the

proposing entity, and a cost recovery deposit would be required in order to ensure a cost-neutral process for the governmental entity.

The P3 Statute is codified in Florida Statutes Section 255.065 and provides flexibility, promotes investment, and encourages innovation in public infrastructure projects. It was enacted approximately 12 years ago and is intended to supplement the existing procurement authority of local governments. At that time, the Statute was meant to encourage governments to use unsolicited proposals.

While very few proposals originally fell under this Statute due to a lack of public records exemptions, the Florida Legislature later addressed this issue to allow an exemption, after which there was a large increase in P3 proposals. The exemption allowed entities' proposals to remain confidential until the process was complete. Many local governments still use the P3 Statute.

The steps for a P3 are as follows:

- Solicited or unsolicited proposal
- Technical evaluation of the proposal(s)
- Determination of whether or not the local government wishes to proceed with an unsolicited proposal; if so, the proposal then goes out to bid so the government can receive other proposals
- Governments may waive the bidding requirement for an unsolicited proposal if a public interest has been determined
- Begin discussions with the bidder
- Potential approval of an interim or comprehensive agreement

A number of factors must be considered when analyzing proposals, including an independent analysis of the proposal, as well as determination of whether or not the financing plan for the project is reasonable. A local government may then either proceed with an interim agreement followed by a comprehensive agreement, or may proceed directly to a comprehensive agreement. An interim agreement provides an opportunity to allow for the government and proposer to provide more detail about the proposal, as well as to better clarify the budget.

Attorney Daniela Simo addressed the Town's procedures, noting that no P3 procedures have been adopted by Lauderdale-By-The-Sea thus far. The Town's Purchasing Manual currently requires a formal competitive bidding process for the cost of a purchase related to development of a public facility, or if the cost of the land exceeds \$25,000. The Town Commission may waive purchasing requirements, however, if they

identify an alternative purchasing method or leasing of property in the Town's best interests. Should the Town elect not to follow Florida's P3 Statute, it is recommended that it adopt its own procedures for incorporation into purchasing policies.

Attorney Freeman advised that one key benefit of a P3 is the shift of risk. The conventional model typically used by governments is a design/bid/build/maintain model in which a project is financed publicly without private money and is maintained by the local government. This method carries the most risk for the government.

Another delivery model is the design/build/maintain model, which reduces the government's risk. This model provides for the design and construction risk to be shifted to the developer while the government provides public financing and maintenance.

The next model is the design/build/finance/maintain model, in which the project's design, construction, and financing is provided by the developer. Maintenance risks may be shifted to the developer under a separate contract, or may be retained by the government.

The final model, which offers the least risk to the government, is the design/build/finance/operate/maintain model. In this option, all the risk is shifted to the developer. This model works best in the case of concessions that provide revenue sharing.

Key factors to consider include:

- Procurement method: unsolicited or solicited
- Whether to follow state law or adopt procedures
- Identifying key objectives and scope of the public safety building
- Hiring appraisal and/or financial consultants to assist in the evaluation (recommended)
- Determining acceptable ownership and financial arrangements, such as a long-term lease, debt, use of cash reserves, or other options
- Selection of the delivery model

Next steps include:

- Hiring a financial advisor
- Ensuring there are proper architectural engineering firms on staff, as the P3 Statute requires the local government to provide detailed review of the proposal from this perspective

- Updating the previous assessment to more accurately define the scope and size of the building
- Establish a cost recovery fee for solicited or unsolicited proposals, with a deposit to be submitted to the Town before review of either type of proposal
- Provide direction to Town Staff regarding whether or not to prepare solicitation or wait to see if an unsolicited proposal may be submitted

Commissioner Graziano asked how the best interests of the Town can be determined. Attorney Freeman replied that this decision would be made by the Commission with consideration to both finances and the value of the project to the Town. There are additional specific factors that can be used in making this determination, including:

- Benefits to the public
- Financial structuring and economic efficiencies achieved by the proposals
- Qualifications and experience of the private entity
- Project's compatibility with regional infrastructure plans
- Public comments

Attorney Freeman continued that the Town may make these factors more specific if they wish, pointing out that the P3 Statute was intentionally drafted in a broad manner to give local governments greater flexibility and authority to add more considerations.

Town Attorney Trevarthen added that the P3 Statute is included in the Commissioners' backup materials for their perusal.

Attorney Freeman advised that the marketplace is comfortable with the Statute, and many local governments rely on its requirements, while others choose to supplement the Statute. He estimated that most local governments which adopt P3 procedures do so to supplement rather than replace the State Statute. Supplemental procedures may include:

- Establishing a definitive up-front deposit requirement
- Strengthening financial analysis and review of proposals

Vice Mayor Strauss noted that overseeing consultants would be necessary as well as financial consultants, and requested an estimate of the costs of these services. Attorney Freeman replied that the process should be cost-neutral to the local government. He estimated that the minimum cost would be a \$25,000 deposit for a proposal. The law provides for the replenishment of this amount if it is drawn down to a low level. Private industry understands the necessity of providing a deposit to cover these fees.

Vice Mayor Strauss asked if the consultants working for the Town would do so in a privileged capacity, or if their assistance would be subject to the Sunshine Law. Town Attorney Trevarthen explained that the consultants would represent the Town's interests, which means there can be direct dialogue with them; if documentation is introduced into a forum such as a Commission meeting, however, that documentation would become public.

Town Attorney Trevarthen continued that while the public records exemption for private documents has expired, there has never been an exemption for public documents outside the restrictions of a cone of silence.

Commissioner Graziano asked if consulting costs can be paid by the private entity. Town Attorney Trevarthen confirmed that this is the purpose of the down payment. She reiterated that if this initial deposit is depleted, the private entity can be required to replenish it in order to fully cover costs.

Commissioner Graziano asked what entity historically negotiates on behalf of a local government. Attorney Freeman replied that this is typically the Town Manager. Town Manager Linda Connors noted that the Commission may also identify a Commissioner to assist with negotiations, which allows the Commission additional input on the process. Commissioner Graziano stated that he would like a Commissioner to be assigned to this type of project in a liaison capacity.

Attorney Freeman advised that another option may be to involve other directors as needed: for a public safety building, for example, a representative of the Fire or Police Department(s) may be included to provide input. This will help ensure a clear understanding of the facility's operational needs.

Mayor Malkoon commented that updating the needs assessment for the public safety building would be an important first step in this process, followed by adopting P3 amendments into the Town's Purchasing Manual.

Town Attorney Trevarthen asked if it is the Commission's desire to wait for an unsolicited proposal or proposals, or to have Staff prepare a request for qualifications or letters of interest. Another consideration is whether or not to adopt supplemental amendments to the Purchasing Manual to address P3 policy.

Vice Mayor Strauss requested greater clarification of the unsolicited and solicited proposal processes. Town Attorney Trevarthen explained that in the past, most of the

Town's development projects have used the Consultants' Competitive Negotiation Act (CCNA) or State Statutes governing the issuance of requests for qualifications (RFQs). In the P3 model, the Town would specifically solicit a P3 proposal for a public safety building with specific dimensions, features, and location, for which they would like to see a finance component in addition to design/build work.

Town Attorney Trevarthen continued that the level of detail for solicited proposals would be determined by Commission consensus. In the case of an unsolicited proposal, the proposal would be brought forward to the Commission for review, and they would then decide whether or not to engage with the private entity.

Vice Mayor Strauss recalled that previous discussions of the public safety building had indicated there was no clear estimate of the project's costs, nor of the square footage the facility would need. Town Attorney Trevarthen noted that the assessment performed two years ago would need to be updated to reflect changing conditions and facts.

Mayor Malkoon commented that the difference in the assessment may depend upon the provider, pointing out that at the time of the original assessment, the Town had two emergency services providers, while at present there is a single provider. The Town may design for current conditions or for the possibility that those conditions may change in the future.

Commissioner DeNapoli characterized the key differences in a P3 as the Town not having to provide out-of-pocket costs, and that any entity may submit a proposal without adhering to CCNA requirements. Commissioner Pouloupoulos added that one concern may be that analyses are done without knowing which entity will be the provider, or knowing what services may look like in the future.

Deputy Town Manager/Public Works Director Ken Rubach clarified that the previous assessment provides a starting figure. He can also provide information on what is or is not currently used in the existing facility.

Town Manager Connors stated that Town Staff has spoken with representatives of Pompano Beach Fire Rescue (PBFR), which has indicated that requirements for Fire Stations are closely regulated. This means the service requirements would remain similar regardless of whether or not the provider may change.

Commissioner Pouloupoulos asked if other providers of Fire Rescue services would provide the same types of services as PBFR. Town Manager Connors advised that

these services are standardized; before the Town contracted with PBFR, their existing Volunteer Fire Department had not provided emergency medical services, requiring the use of another entity. Any provider the Town is likely to contract with in the future would provide both of these services.

Commissioner Graziano requested a recommendation on the timing of required processes, including retaining a financial consultant. Commissioner DeNapoli recalled that previous discussions had indicated the Commission would wait until Broward County provides annual property tax information, which arrives in July, before making further decisions on budget considerations. A P3 agreement would provide outside financing for the project to fund its construction by the private partner entity.

Deputy Town Manager/Public Works Director Rubach advised that he saw no harm in developing a list of potential financial advisors to assist with a P3 if needed. It was clarified that the Town Attorney has already provided a list of potential advisors for the Town's consideration if they wish to proceed with a P3.

Town Attorney Trevarthen added that the Town also has architectural and engineering firms on retainer under the CCNA process. She continued that the next step would be to update the previous assessment and determine an estimate. Town Manager Connors pointed out that Matrix, which performed the original assessment, may be able to provide an estimate, although they may not have the expertise necessary to provide more detailed specifications such as square footage.

Attorney Freeman pointed out that it is not necessary to estimate square footage at this stage, as the P3 Statute allows for an interim agreement during which the Town can discuss scope and specifications.

Town Attorney Trevarthen added that Matrix has expertise in public safety that would allow them to develop a more accurate estimate than Town Staff would be able to provide. Deputy Town Manager/Public Works Director Rubach stated that Matrix may be able to lower its estimate for a new building due to the change in staffing levels.

Commissioner DeNapoli observed that any builder will be constrained by the Town's height limitations as well as by staffing and equipment considerations. Town Manager Connors noted that Staff is more concerned with the necessary square footage that can be constructed rather than the maximum possible square footage. She concluded that any estimate prepared by Staff will be a rough estimate.

Deputy Town Manager/Public Works Director Rubach advised that Staff would work with any firm selected for the design/build process in order to determine space requirements.

Town Attorney Trevarthen pointed out that all considerations thus far have been for the construction of a new public safety building on the current property, which also includes an apartment building. If the Commission wishes to consider another location, this should also be determined in advance.

Commissioner Graziano requested clarification of the possible timeline, recalling that the suggestion to wait until property values are reported in July was based on the Town's budget. He felt entertaining a P3 proposal, or providing the foundation to prepare for a P3, would require a different timeline. Commissioner DeNapoli commented that there is no cost involved in waiting for an unsolicited proposal.

Commissioner Pouloupoulos asked if most prospective Fire Rescue contractors are concerned with the design of the building from which they would be operating. He pointed out that if this is the case, the Town may wish to wait until they enter negotiations with a new provider to determine the specifications of the building. Town Manager Connors reiterated that Fire Station requirements are standardized.

Town Attorney Trevarthen explained that in some P3s, the result is a building that is fully subsidized or free; however, this is not expected in the Town's case. She clarified that the term "cost-neutral" refers to fees by consultants who assist in the deal and not to the actual financing of the building.

Mayor Malkoon asked how it would be possible to generate interest in a P3 if the proposal is unsolicited. It was noted that this would be available through the public record of meetings. No unsolicited bids have been received thus far, although there have been informal discussions.

Commissioner Graziano emphasized the importance of being prepared to consider a P3 when one is proposed. Town Manager Connors confirmed that this preparation is another reason Staff would like to retain a financial advisor.

Mayor Malkoon concluded that there was consensus to use Staff's rough estimate of the space needed for a new public safety building, prepare a list of potential financial advisors, and put forth an announcement. The Commission may also discuss the addition of supplemental regulations addressing P3s.

Attorney Freeman noted that once an unsolicited proposal is received under the P3 Statute, it is put out on the street so other potential partners may see it as well. He added that there will be several opportunities for the Town to opt out of P3 negotiations if necessary. If they decide to proceed, the Town may enter into an interim agreement for finalization of costs. Once the interim agreement is in place, the Town may then decide whether or not to proceed to the final comprehensive agreement. They may also opt out at the end of the process if they do not wish to enter into the comprehensive agreement. Any of these decisions would be made by the Commission rather than by Staff or by a single Commissioner acting as liaison.

5. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 6:09 p.m.

Mayor Edmund Malkoon

ATTEST:

Katrina Adler, Town Clerk

Date



Agenda Item No: 13.a.

Town Commission Agenda Item Report

Meeting Date: May 27, 2025

Submitted By: John Graziano, Commissioner

Submitting Department: Administration

Item Type: Action Item

Agenda Section: NEW BUSINESS

Subject Title: Commissioner Graziano's Request for a \$5,000 Donation to Support Tiffany Coquis as Miss Lauderdale-By-The-Sea.

Explanation: Commissioner Graziano has submitted a request to provide a \$5,000 donation from the Town's General Fund Marketing budget to support our Lauderdale-By-The-Sea contestant, Tiffany Coquis, in the Miss Florida USA Competition and potentially in the Miss USA Competition.

Recommendation: Consider Commissioner Graziano's request of a \$5,000 donation.

Exhibits:

1. Graziano Agenda Item Request



Commissioner Agenda Item Request

Commissioners may submit a request for the preparation of policy, legislation or action by the Town Attorney or Town Manager. The item will be placed under Presentations, New Business, or Old Business if it has been previously discussed. This form should state the purpose of the item/action, the major points to be covered, the reasons for necessary action, whether visual aids such as maps, plans, photos or PowerPoint-style presentations may be appropriate, and the specific action or motion desired by the Commissioner. If the item can be resolved by the Town Manager without action of the Commission, the Manager shall be given the opportunity to do so.

Requesting Commissioner: John A Graziano

Purpose of Item/Action:

Provide \$5000 from our marketing funds already budgeted TO SUPPORT OUR LAUDERDALE BY THE SEA CONTESTANT IN THE MISS FLORIDA AND POTENTIALLY IN THE MISS USA PAGEANT.

Major Points to be Covered:

This is a very qualified young lady who is articulate, smart, attractive, and represents the best of LBTS and our tourism industry. The costs for this candidate are significant and this is a very inexpensive way for our coastal beautiful community to assist someone who is carrying our banner locally at LBTS events, in the FLORIDA PAGEANT, and possibly nationally.

Reason for Necessary Action:

Each candidate endures a grueling schedule of public appearances and considerable expenses and lost income while participating.

We are recipients of all the publicity that she brings to our community by being our standard bearer as MISS LAUDERDALE BY THE SEA. LBTS and our businesses are receiving the benefits of her participation should provide her with some financial support.

Specific Action or Motion Desired by the Commission:

\$5000 be provided from our 2024/2025 budgeted marketing funds to our MissLBTS representative Tiffany Coquis to help defray the expenses of her participation.

Will visual aids such as maps, plans, photos, or PowerPoint-style presentations be supplied?

Signature: _____ **JOHN A GRAZIANO** **Date:** _____ **5/21/25**



Town Commission Agenda Item Report

Meeting Date: May 27, 2025

Submitted By:

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2025-23: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SELECTING TELE-VAC SOUTH INCORPORATED FOR SANITARY SEWER/ STORM DRAIN MAINTENANCE AND REPAIR SERVICES PURSUANT TO REQUEST FOR PROPOSALS NO. 2025-04-01; AUTHORIZING THE TOWN MANAGER TO EXECUTE A MULTI-YEAR AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation:

The Town has historically contracted the maintenance of its stormwater and sanitary sewer systems to ensure compliance with the National Pollutant Discharge Elimination System (NPDES) Permit, as well as other applicable state, federal, and county regulations. This approach also supports the Town's Community Rating System (CRS) standing and ensures the highest possible level of service to residents and businesses.

Typical services provided under these contracts include, but are not limited to:

- Televising sewer lines to identify defects, blockages, or structural failures;
- Removing debris from catch basins and pipelines, particularly where sediment or obstructions have accumulated and may restrict flow.

These maintenance efforts are critical in reducing the risk of flooding during heavy rainfall or tidal events by improving stormwater flow. In addition, they help minimize stormwater infiltration into the sanitary sewer system and reduce the potential for sewage backups into homes or businesses.

Our current contract expired, which necessitated the Town's issuance of an RFP for these services. On May 12, 2025, the Town opened Request for Proposals (RFP) No. 25-04-01 for *Sanitary Sewer/Storm Drain Maintenance and Repair*. Four (4) proposals were received, of which three (3) met the qualification criteria and were opened for consideration. The

contractors and their proposed pricing are detailed below.

Table 1

Firm	Cost
TeleVac South	\$748,725
Utilities Management and Installation Services (UMIS)	\$2,013,950
Hinterland Group, Inc.	\$2,635,500

Pricing is based on estimated quantities outlined in the RFP for evaluation purposes only; actual expenditures under the contract will vary depending on the operational needs of the systems each year.

Funding for this work is budgeted annually in the following accounts:

- **Storm Sewer Maintenance:** General Fund – Public Works Storm Drain Rehabilitation/Maintenance (Account No. 001.541.100-500-498)
- **Sanitary Sewer Maintenance:** Sewer Fund – Sewer Line Maintenance Service (Account No. 103.535.000-500-459)

On May 15, 2025, the evaluation committee for RFP 25-04-01 convened in a public meeting to review and rank the proposals submitted. The committee was composed of Deputy Town Manager Ken Rubach and Public Works Supervisors Doug Johnson and Leroy Chasmer.

Each firm was evaluated based on the established scoring criteria with a maximum of 100 points per evaluator, for a total possible score of 300 points. The criteria included not only price, but also the qualifications of the firm as well as the project team, previous experience with similar projects, and project implementation strategy. The final rankings are presented in Table 2 below.

Table 2

Firm Name	Points Awarded
TeleVac South	274
Utilities Management and Installation Services (UMIS)	242

Hinterland Group, Inc.	239
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Based on the committee's evaluation, staff recommends that the Town Commission award a four (4) year contract with two (2) optional two- (2) year extensions for sanitary sewer and storm drain maintenance services to TeleVac South, the highest ranked respondent. TeleVac South has successfully held this contract with the Town for several years and has consistently demonstrated exemplary performance in maintaining the Town's stormwater and sanitary sewer systems.

Recommendation: Approve Resolution 2025-23 Selecting Tele-Vac Inc. for Sanitary/Storm Drain Maintenance and Repair Services; Authorizing the Town Manager to execute a multi-year agreement with Televac South Inc. for Sanitary Sewer and Storm Drain Maintenance after the contract has been approved as to form by the Town Attorney.

Exhibits:

1. Resolution 2025-23-Sanitary and Storm Drain Maintenance Repair

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A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SELECTING TELE-VAC SOUTH INCORPORATED FOR SANITARY SEWER/ STORM DRAIN MAINTENANCE AND REPAIR SERVICES PURSUANT TO REQUEST FOR PROPOSALS NO. 2025-04-01; AUTHORIZING THE TOWN MANAGER TO EXECUTE A MULTI-YEAR AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) issued Request for Proposals No. 2025-04-01 (the “RFP”) for Sanitary Sewer/Storm Drain Maintenance and Repair (the “Services”); and

WHEREAS, the Town received three (3) responsive proposals; and

WHEREAS, after review and evaluation of the responsive proposals submitted, the Evaluation Committee ranked Tele-Vac South Incorporated (the “Contractor”) as the highest ranked firm to provide the Services based on the criteria set forth in the RFP; and

WHEREAS, the Town Commission desires to select the Contractor to perform the Services and authorize the Town Manager to enter into an agreement with the Contractor, attached hereto as Exhibit “A,” for a four (4) year term and the option to renew the agreement for two (2) additional two (2) year terms (the “Agreement”); and

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to approve the Agreement with the Contractor for the Services.

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

Section 1. Recitals. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

30 **Section 2. Selection of Contractor and Award of Agreement.** The Town
31 Commission hereby selects the Contractor’s proposal for the Services and awards the Contractor
32 the Agreement for the Services.

33 **Section 3. Authorization to Execute Agreement.** The Town Commission hereby
34 authorizes the Town Manager to enter into the Agreement, in substantially the form attached hereto
35 as Exhibit “A,” with the Contractor for the Services, subject to the approval as to form, content,
36 and legal sufficiency by the Town Manager and Town Attorney.

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

39 **Section 5. Effective Date.** This Resolution shall become effective immediately upon
40 passage and adoption.

PASSED AND ADOPTED this __ day of _____ 2025.

Mayor Edmund Malkoon

Attest:

Katrina Adler, Town Clerk
APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

Town of Lauderdale-By-The-Sea
Sanitary Sewer/ Storm Drain Maintenance and Repair

THIS AGREEMENT dated May 15, 2025, is made between the **TOWN OF LAUDERDALE-BY-THE-SEA**, a Florida municipal corporation ("TOWN") and **TELE-VAC SOUTH INCORPORATED**, a Florida Profit Corporation ("CONTRACTOR").

1. DEFINITIONS

Wherever used in this Agreement or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- 1.1 **Town Representative** means the Town Manager or the Deputy Town Manager.
- 1.2 **TOWN** means the Town of Lauderdale-By-The-Sea and its assigns, and/or the Town Commission, as applicable or as indicated herein.
- 1.3 **Contract Documents** refers to this Agreement, the Request for Proposal No. 25-04-01 (RFP), attached hereto and incorporated herein as **Exhibit "A"**, Contractor's Proposal related to the RFP, opened May 12, 2025, attached hereto and incorporated herein as **Exhibit "B"**, all specifications, Certificate(s) of Insurance, additional documents required to be submitted under this Agreement, and all written amendments issued on or after the effective date of this Agreement. In the event of conflict among the various components of the Contract Documents, the following shall govern in the following order: this Agreement and written amendments thereto, the documents to be submitted hereunder, the RFP, and Contractor's Proposal.
- 1.4 **CONTRACTOR Representative** means Dennis Simmons, or designee.
- 1.5 **Effective Date of the Agreement** means the date on which the Agreement is signed and delivered by the last of the parties.
- 1.6 **Contract Price** means price compensation described or identified in Price Proposal, RFP Form 10.
- 1.7 **Work Site** means the location where Contractor is required to performed services in accordance with the Contract Documents.
- 1.8 **Project** means the Work collectively described in the Contract Documents.
- 1.9 **Work** means the result of providing materials and performing services, specifically, including but not limited to, furnishing labor, equipment and materials, used for or incorporated in the Project as required by the Contract Documents, including, without limitation as set forth in Exhibit A and Exhibit B hereof.

2. CONTRACT DOCUMENTS

The Contract Documents incorporated herewith and as defined above, constitute the entire agreement between TOWN and CONTRACTOR concerning the Work.

Town of Lauderdale-By-The-Sea
Sanitary Sewer/ Storm Drain Maintenance and Repair

3. SCOPE OF WORK

The CONTRACTOR shall furnish all of the materials, tools, supplies, equipment, vehicles and labor necessary to accomplish the Sanitary Sewer/ Storm Drain Maintenance and Repair, including proper set up and clean up, as specifically described in the Contract Documents. CONTRACTOR shall begin the Work upon issuance of a work authorization by the TOWN. The Work shall be completed within the time specified in the work authorization.

4. CONTRACT PRICE

The TOWN shall pay CONTRACTOR based on the hourly rates and unit pricing set forth in RFP Form "10" as full compensation for the Work.

5. MODIFICATION OF WORK SITE

In the event the TOWN adjusts the scope of the Work, TOWN shall give CONTRACTOR at least sixty (60) days notice from the date the change is effective.

- (a) The TOWN and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to a change in the Work. Any request for a compensation increase by CONTRACTOR (beyond what is provided for in the Contract Documents) due to a change in the Work shall be accompanied by documentation detailing the additional expense(s) to the CONTRACTOR.
- (b) The TOWN and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment. In the event the parties cannot reach agreement, then either party has the right to terminate this agreement with 45 days written notice.

6. CONTRACT TERM

This Agreement shall commence on the Effective Date and shall continue thereafter until for a four year period (the "Term"), unless otherwise amended or terminated as set forth in this Agreement.

The TOWN shall have the option to renew this Agreement for two (2) additional periods of two years each ("Renewal Term").

- 6.1 Each Renewal Term shall be upon the same terms, covenants and conditions as set forth in the Contract Documents, except that there will be no further privilege of extension for the Term of this Agreement beyond the Renewal Terms referred to above.
- 6.2 TOWN may exercise its right to an extension of the Term of this Agreement by notifying CONTRACTOR in writing of its election to exercise its option to renew this Agreement. Said notice shall be provided not later than sixty (60) days prior to the expiration of the Term, or any Renewal Term.

Town of Lauderdale-By-The-Sea
Sanitary Sewer/ Storm Drain Maintenance and Repair

7. CONTRACTOR'S RESPONSIBILITIES

The CONTRACTOR shall be responsible for the following:

- 7.1 CONTRACTOR shall obtain all permits and licenses and be responsible for all permit and license fees.
- 7.2 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention as necessary thereto and applying CONTRACTOR'S best skill, attention and expertise at all times.
- 7.3 CONTRACTOR shall be responsible to see that the Work complies with all applicable law, including local, state and federal regulation.
- 7.4 During the progress of the Work, CONTRACTOR shall provide full-time competent Project supervision and any necessary assistants. CONTRACTOR shall provide and pay for competent, suitably qualified personnel to perform the Work.
- 7.5 All Work shall be performed by employees or disclosed subcontractors of CONTRACTOR.
- 7.6 CONTRACTOR shall confine equipment and the storage of materials to the Work Site or as otherwise directed by TOWN and shall not unreasonably encumber the Work Site or adjacent areas with equipment or other materials, whether private property or otherwise. CONTRACTOR shall minimize interference with TOWN property or business and that of private citizens, including without limitation the owner and/or lessee of properties and businesses adjacent to the Work Site. CONTRACTOR assumes full responsibility to the owner and occupant for any damage to any land or area resulting from the performance of the Work. Should any claim be made against TOWN by any private owner or occupant due to performance of the Work, CONTRACTOR shall promptly attempt to settle with such party by agreement, or otherwise resolve the claim. The general indemnification provided in this Agreement specifically, and without limitation, applies to claims arising out of CONTRACTOR'S services performed on the Work site and adjacent areas.
- 7.7 CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work to prevent damage, injury, or loss to all persons and organizations and real and personal property at the Work site or areas adjacent thereto that are exposed to the Work materials.

8. DEFECTIVE WORK

If CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way as to conform to the Contract Documents, TOWN may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of TOWN to stop the Work shall not give

Town of Lauderdale-By-The-Sea
Sanitary Sewer/ Storm Drain Maintenance and Repair

rise to any duty on the part of TOWN to exercise this right for the benefit of CONTRACTOR or any other party. Any such stoppage shall not give rise to a claim of delay, interference, or other claim by CONTRACTOR.

9. INSURANCE

- 9.1 EACH YEAR DURING THE TERM HEREOF, NO LATER THAN MAY 1, THE CONTRACTOR SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE TOWN OF LAUDERDALE-BY-THE-SEA AND THE LAUDERDALE-BY-THE-SEA VOLUNTEER FIRE DEPARTMENT ARE EACH AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. The certificates of insurance shall name the types of policies provided. CONTRACTOR shall not commence the Work until after CONTRACTOR has obtained all insurance required herein and the certificate(s) of insurance have been received and approved by TOWN.
- 9.2 The CONTRACTOR shall procure and maintain at its own expense, and keep in effect during the Term of this Agreement, a policy or policies of insurance which include at least the coverage and limits of liability as provided in Exhibit "A".
- 9.3 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.
- 9.4 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against TOWN with the express intention of the parties being that the required insurance coverage protects both parties and, if applicable, the private property owner of the Launch Site as the primary coverage for any and all losses covered by the above described insurance.

10. WARRANTIES; TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

- 10.1 The CONTRACTOR warrants that all Work will be performed in a professional and first class manner using only new materials of the best quality available and the most current technological resources.
- 10.2 CONTRACTOR warrants to the TOWN that it will comply with all applicable federal, state and local laws, regulations, and orders in carrying out its obligations under this Agreement.
- 10.3 CONTRACTOR warrants to the TOWN that CONTRACTOR has inspected the Work Site and has satisfied itself as to the conditions thereof in all respects and

Town of Lauderdale-By-The-Sea
Sanitary Sewer/ Storm Drain Maintenance and Repair

agrees the Contract Price is just and reasonable compensation for the Work, including all foreseen or foreseeable risks, hazards, and difficulties in connection therewith.

11. CONTRACTOR'S INDEMNIFICATION

11.1 The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold harmless the TOWN, its officers, employees, and agents from and against any and all claims, lawsuits (including appellate level), penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly or indirectly out of the Work or any act or failure to act under this Agreement by CONTRACTOR, its employees, servants, agents, and subcontractors. Without limiting the foregoing, any and all such claims, lawsuits (including appellate level), penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, and any consequential damages, are included, by example and not limitation, in this indemnity. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at CONTRACTOR'S sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. In case of injury to persons, animals, or property, real or personal, by any act or failure to act of CONTRACTOR or any CONTRACTOR'S agents, servants, or employees during the performance of the Work, the TOWN may, through its officials, withhold such payments to CONTRACTOR as long as it may deem necessary for the indemnity of the TOWN. The failure by TOWN to pay in such instance shall not be construed or considered a breach of this Agreement or as a waiver of the indemnity as hereinabove set forth. Nothing in this Agreement shall be deemed or treated as a waiver by TOWN of any immunity to which it is entitled by law, including but not limited to TOWN's sovereign immunity as set forth in Section 768.28, Florida Statutes.

11.2 The parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

12. PAYMENTS TO CONTRACTOR

The TOWN shall make payment to the CONTRACTOR within thirty (30) calendar days of the CONTRACTOR'S proper invoice for services. The payment will be made by check and mailed to CONTRACTOR at the address provided in this Contract. The TOWN may withhold in whole or in part, final payment to such extent as may be necessary to protect itself from loss on account of failure to carry out the Work in accordance with the Contract

Town of Lauderdale-By-The-Sea
Sanitary Sewer/ Storm Drain Maintenance and Repair

Documents.

13. TOWN'S TERMINATION OF THIS AGREEMENT

13.1 TOWN may terminate this Agreement immediately upon the occurrence of any one or more of the following events:

13.1.1 If CONTRACTOR fails to comply with any laws or regulations of any public body having jurisdiction, including local, state and federal regulations and guidelines, or acceptable safety practices.

13.1.2 If CONTRACTOR otherwise violates any provisions of the Contract Documents.

13.1.3 If the TOWN fails to appropriate funds for the Work, TOWN shall give notice to CONTRACTOR within thirty (30) days of TOWN'S adoption of its annual budget, which occurs each year in September.

13.2 Upon seven (7) calendar days Written Notice to CONTRACTOR, TOWN may, terminate this Agreement for TOWN'S convenience. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all Work at the time. CONTRACTOR shall be paid for Work completed to date upon a showing of expenses incurred specifically on behalf of TOWN, but shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

14. NOTICE

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

For TOWN: Town Manager
 Town of Lauderdale-By-The-Sea
 4501 N. Ocean Drive
 Lauderdale-By-The-Sea, Florida 33308
 Telephone: 954-640-4200
 Facsimile: 954-640-4236

Copy to: Town Attorney
 Town of Lauderdale-By-The-Sea
 4501 N. Ocean Drive
 Lauderdale-By-The-Sea, Florida 33308
 Telephone: 954-640-4200
 Facsimile: 954-640-4236

Town of Lauderdale-By-The-Sea
Sanitary Sewer/ Storm Drain Maintenance and Repair

For CONTRACTOR: Dennis Simmons
President
221 NE 13th Street
Pompano Beach, FL 33060
Telephone: 954-782-6997
Email: info@televacsouth.com

Written Notice shall be deemed to be duly served if delivered in person to the individual or to an officer of the corporation or entity for whom it is intended, or if delivered at or sent by certified mail, return receipt requested, to the last business address provided in writing to the other party.

Facsimile, electronic or telephonic transmission shall not be considered as written notice.

15. LIQUIDATED DAMAGES

The TOWN and CONTRACTOR recognize that time is of the essence under this Agreement and that the TOWN will suffer financial loss if the Work is not completed within the time specified herein or specified within work authorizations issued by the TOWN. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the TOWN if the Work is not completed on time. Accordingly, instead of requiring any such proof, the TOWN and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay the TOWN \$100 for each Day that expires after the time specified herein or specified within work authorizations issued by the TOWN for completion of the Work until completion is achieved. Liquidated damages are cumulative.

16. MISCELLANEOUS

- 15.1 CONTRACTOR shall not assign or transfer this Agreement or its rights, title or interests therein without TOWN'S prior written approval, which may be withheld for any reason.
- 15.2 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Venue shall lie in Broward County, Florida.
- 15.3 Should the Court determine that any part, term or provision of this Agreement is invalid, illegal or in conflict with any Federal, State or local law, the validity of the

Town of Lauderdale-By-The-Sea
Sanitary Sewer/ Storm Drain Maintenance and Repair

remaining portion or provisions of this Agreement shall not be affected thereby.

17. ATTORNEYS' FEES

In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs, including the fees and expenses of any paralegal, law clerks, and legal assistants, and including fees and expenses charged for representation at the trial level, in all appeals, and in any bankruptcy proceedings.

18. WAIVER OF JURY TRIAL

The TOWN and CONTRACTOR irrevocably and knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.

19. SURVIVAL OF PROVISIONS

Any terms and provisions that require acts of the CONTRACTOR beyond the termination or expiration of this Agreement, including, without limitation, any insurance and indemnification provisions, shall survive the termination of this Agreement.

20. PUBLIC RECORDS

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

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

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

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

Town of Lauderdale-By-The-Sea
Sanitary Sewer/ Storm Drain Maintenance and Repair

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

20.5 Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.

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

21. SCRUTINIZED COMPANIES

21.1 CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the TOWN may immediately terminate this Agreement at its sole option if the CONTRACTOR is found to have submitted a false certification; or if the CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

21.2 If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, 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, Florida Statutes.

21.3 Pursuant to Section 287.135, Florida Statutes, the TOWN may immediately terminate this Agreement at its sole option if the CONTRACTOR is found to have submitted a false certification; or if the CONTRACTOR is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

Town of Lauderdale-By-The-Sea
Sanitary Sewer/ Storm Drain Maintenance and Repair

22. ETHICS

22.1 CONTRACTOR warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

22.2 No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.

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

22.4 CONTRACTOR covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. CONTRACTOR covenants that it will conduct no activity or provide any service that is unlawful or offensive.

23. E-VERIFY.

In accordance with Section 448.095, Florida Statutes, the TOWN requires all contractors 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. 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 proof of its 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-participation-enrollment-in-e-verify>. By entering into this Agreement, the CONTRACTOR 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.

24. NONCOERCIVE CONDUCT

Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is

Town of Lauderdale-By-The-Sea
Sanitary Sewer/ Storm Drain Maintenance and Repair

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 CONTRACTOR 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.

25. 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 CONTRACTOR 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.

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Town of Lauderdale-By-The-Sea
Sanitary Sewer/ Storm Drain Maintenance and Repair

IN WITNESS WHEREOF, TOWN and CONTRACTOR have signed this Agreement, in duplicate.

**TOWN OF LAUDERDALE-BY-THE-SEA,
FLORIDA**

ATTEST:

BY: _____
Linda Connors, Town Manager

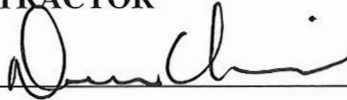
Katrina Adler, Town Clerk

Date: _____, 2025

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

CONTRACTOR

BY:  _____

Dennis Simmons, President

Date: May 15, 2025

Town of Lauderdale-By-The-Sea
Sanitary Sewer/ Storm Drain Maintenance and Repair

EXHIBIT A

RFP No. 25-04-01

LAUDERDALE BY•THE•SEA



**REQUEST FOR PROPOSALS FOR
Sanitary Sewer/Storm Drain Maintenance and Repair**

REQUEST FOR PROPOSALS No. 25-04-01
Submittal Deadline: May 12th, 2025 at 2:00 P.M.

**TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
PUBLIC NOTICE**

RFP Name: Sanitary Sewer/Storm Drain Maintenance and Repair
RFP No.: 25-04-01
Proposal Deadline: May 12th, 2:00PM, Town of Lauderdale-By-The Sea Town Hall, 4501 N. Ocean Drive. Lauderdale-By-The Sea, FL
Proposal Ranking: May 15th, 2:00PM, Town of Lauderdale-By-The Sea Town Hall, 4501 N. Ocean Drive. Lauderdale-By-The Sea, FL

NOTICE IS HEREBY GIVEN that Town of Lauderdale-By-The-Sea (the "Town") is soliciting proposals for Sanitary Sewer/Storm Drain Maintenance and Repair. Interested companies, firms, and individuals ("Proposers") may obtain a copy of Request for Proposals No. 2025-04-01 (the "RFP") to be issued on April 28th, 2025 through the DemandStar portal (www.Demandstar.com) or the Town's website (<https://www.lauderdalebythesea-fl.gov/356/Procurement-Solicitations>). The RFP contains detailed information about the scope of services, submission requirements, and selection procedures. Interested Proposers shall register with the website to receive notifications pertaining to this solicitation. All notices and any addenda issued by the Town with respect to this RFP will be made available through the DemandStar portal and on the Town's website. It is the Proposer's sole responsibility to ensure receipt of any issued notice or addenda relating to this RFP once posted to DemandStar or the Town's website.

Sealed responses to this RFP will be received until 2:00 P.M. (local) May 12th 2025, via the DemandStar portal or in Town Hall, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

Proposals should be clearly marked "RFP 25-04-01 Sanitary Sewer/Storm Drain Maintenance and Repair.

All information required by this RFP shall be submitted to the TOWN by the submittal deadline to constitute a valid response.

The TOWN normally opens responses to RFPs as soon as practical after the submittal deadline; however, the TOWN reserves the right to delay that opening if necessary. The openings of all RFPs are open to the public.

ALL QUESTIONS AND CONTACT WITH THE TOWN REGARDING THIS RFP ARE TO BE DIRECTED TO:

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

The documents may also be obtained by contacting the Town Clerk.

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SECTION 1

GENERAL INFORMATION

1. INTRODUCTION.

The TOWN is soliciting proposals to provide Sanitary Sewer/Storm Drain Maintenance and Repair (the “Services,” as further defined herein). The TOWN hereby requests proposals for the selection of one firm (individually and collectively, the “Consultant” or “Proposer”) to provide the Services, as set forth in greater detail in Section 2 of this RFP.

2. DEFINITIONS.

For the purposes of this Request for Proposals (RFP):

Qualified Firm means a Proposer who is deemed by the Town Manager to be highly qualified to perform the professional services described in this RFP and is included on the list of Firms submitted to the Town Commission (if applicable).

Proposer means the individual, organization, corporation, or firm, submitting a response to this RFP.

Selected Consultant means a Qualified Firm that has been approved by the Town Commission and has executed a Professional Services Agreement.

Submittal Deadline means the date and time after which the TOWN will not accept responses to this RFP.

TOWN means the Town of Lauderdale-By-The-Sea, Broward County, Florida.

Work Authorization means the document issued by TOWN to a Selected Firm authorizing a specific scope of services, the compensation to be paid, the time frame to complete the work and other project specific details.

3. MINIMUM REQUIRED EXPERIENCE & QUALIFICATIONS

In order to be deemed responsive and considered for contract award, firm(s) or individuals must satisfy the following mandatory minimum requirements for their respective disciplines:

- 1) The Proposer shall be authorized to do business in Florida and Broward County.
- 2) The Proposer shall have a minimum of Ten (10) Years’ Experience in the Sanitary Sewer and Storm Drain Cleaning Industry.
- 3) The Proposer shall have verified references from past or present contracts for services similar to the services requested herein.

4. SELECTION PROCESS

The TOWN will follow the selection process set forth below and in accordance with the TOWN Purchasing Manual, which is on the TOWN’s website: <https://www.lauderdalebythesea-fl.gov/DocumentCenter/View/2431/2023-Purchasing-Manual?bidId=>

A. Reserved Rights: The TOWN reserves the right to the following:

- Change the Submittal Deadline or cancel this RFP;
- Reject incomplete, irregular, or non-responsive response;
- Reject responses with or without cause and 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;
- Solicit and re-advertise for other response; or,
- Waive any irregularities or informalities when in the best interest of the TOWN.

B. INTERVIEWS:

The TOWN wishes to avoid the expense to the TOWN and to Proposers of unnecessary presentations. Therefore, the TOWN will make every reasonable effort to achieve the initial ranking using written submittals. The TOWN, however, reserves the right to conduct personal interviews or require presentations prior to selection if the TOWN deems this is necessary in order to select its top-ranked firms. The TOWN will not be liable for any expenses which Proposers may incur in connection with a presentation to the TOWN or related in any way to this RFP.

C. REQUEST FOR ADDITIONAL INFORMATION

The Proposer shall furnish such additional information as the TOWN may reasonably require. The TOWN reserves the right to make investigations of the Proposals of the Proposer as it deems appropriate, and 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. Failure to provide additional information requested may result in disqualification of the response.

D. EVALUATION COMMITTEE

- a. An Evaluation Committee (the “**Committee**”) will be established by the Town Manager or Deputy Town Manager to review and evaluate all submittals.
- b. The Purchasing Administrator will first review each submittal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with the RFP requirements may disqualify a response.
- c. The Committee will then evaluate the submittals based on the evaluation criteria below and establish a list of Qualified Firms deemed to be the most qualified and most advantageous to the TOWN to provide the services requested.
- d. The Committee or the Town Commission may request oral presentations from the Proposers. The selection recommendation will be brought to the

Town Commission for approval and authorization to begin contract negotiation with the most qualified firms.

E. SHORTLISTING OF FIRMS

Depending on the number of responses received, the Town may short-list Proposers in order to facilitate more in-depth analysis of a manageable number of responses. These short-listed Proposers may or may not be interviewed by the appointed Committee.

For continuing contracts, multiple firms may be determined to be qualified and placed on a qualified vendors list for the types of services identified in this RFP.

5. EVALUATION CRITERIA

The following criteria will be used to evaluate the submittals. Not all of these criteria will apply to each discipline for which professional services are sought.

Criteria		Maximum Points
1.	<u>Qualifications of Firm:</u> To include years of experience, ability, capacity and skill of firm(s) and personnel to perform, including timeliness, stability and availability, licenses, insurance, etc.	20
2.	<u>Qualifications the Project Team:</u> To include experience and qualifications of key personnel that will be assigned to the Town's projects.	20
3.	<u>Previous Similar Projects & References</u> Experience and background in providing similar services and past performance, including, but not limited to, familiarity with local regulatory agency procedures and requirements, and assisting in the administration of funding and grants requirements.	20
4.	<u>Project Implementation Strategy</u> The Firm's understanding of the Town's needs, local conditions, goals, and objectives	20
5.	<u>Price Proposal</u>	20
TOTAL		100

- A. Proposer's number of years in business.
- B. Proposer's in-house expertise and applicability for the required services, including the demonstrated experience of the key officers and individuals proposed to be assigned to the TOWN contract.

- C. The scope, breadth, depth and quality of experience and past performance record on projects of similar type, size, quality and scope in Florida and elsewhere. Experience in completing projects and providing services similar to those required by the TOWN as demonstrated in project/service history descriptions.
- D. Is the Proposer a licensed general contractor with expertise in alternative delivery methods, such as design-build and Construction Management at Risk. This experience in alternative delivery is not required for award, particularly for a contract to provide general civil engineering, but is considered by the TOWN to be advantageous.
- E. Ability of the Proposer to fully provide services in one or more of the disciplines sought in this RFP with in-house resources and the availability of those resources.
- F. Proposer's dependence on outside contractors and the qualifications, licenses and references for any proposed sub-consultants or subcontractors may be considered.
- G. Proposer's ability to provide all services required in a timely manner, including Proposer's ability to respond quickly, efficiently and cost- effectively.
- H. Proposer's familiarity and success with permitting agencies and permitting procedures in South Florida.
- I. The sufficiency of Proposer's staff to provide the required services.
- J. Past performance with other governmental jurisdictions and, if applicable, on TOWN projects (previous employment or contractual experience with the TOWN is not required).
- K. The location of the firm and the place from which the work is to be performed.
- L. Past history of meeting required time frames.
- M. Financial resources and capabilities.
- N. Other factors considered relevant to analyze Proposer's expertise including as authorized or required by Florida Statutes.

5. **ANTICIPATED TERM/CONTRACT AWARD**

The Town intends to award a contract to the Selected Consultant for the Services described in this RFP for a four (4) year term, with up to two (2) two-year renewal terms. Fees can increase during the first year of each optional renewal term (year 5 and year 7) by no more than the Oct 1st CPI or up to 5% which is lower.

Any contract award resulting from this RFP shall be subject to Town Commission approval and execution of a contract approved by the Town Attorney.

The award will be to the Qualified Firm(s) whose submittal complies with all material requirements set forth in this RFP and whose Proposals and response, in the opinion of the TOWN, are the most advantageous to the TOWN, taking into consideration all aspects of the Proposer's response.

The TOWN shall be the sole judge of its own best interests, the responses, and the resulting negotiated Professional Services Agreement, if any.

The selected Proposer is expected to execute the Town's Agreement, in a form similar to the attached sample agreement and subject to final approval by the Town Attorney. The TOWN's Agreement is included as **Exhibit 9**.

6. **ETHICS**

With respect to submittals to this RFP or any future transaction with the TOWN, if any Proposer or Selected Firm violates or is a party to a violation of the ethics ordinances or rules of the TOWN, or the provisions of Chapter 112, part III, Florida Statutes, the Code of Ethics for Public Officers and Employees, such Proposer or Selected Firm may be disqualified from furnishing the services for which the submittal or response is submitted and may be further disqualified from submitting any future submittals or responses for goods or services to TOWN.

7. **RESPONSIBLE VENDOR DETERMINATION**

Section 287.05701, Florida Statutes, prohibits the TOWN from requesting documentation of or considering a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Additionally, the TOWN may not give preference to a vendor based on the vendor's social, political, or ideological interests.

8. **CAMPAIGN FINANCE RESTRICTIONS**

Vendors are required to comply with the TOWN's campaign finance restrictions pursuant to Section 20-25 of the Town Code of Ordinances. 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. Violations of the restrictions in Section 20-25 may result in penalties or disqualification.

End of SECTION 1

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SECTION 2 **SCOPE OF WORK/SERVICES**

1. DESCRIPTION OF WORK/SERVICES

The Consultant shall provide all necessary labor, materials, equipment, reports and expertise required to provide the services, including but not limited to the tasks identified herein, which shall collectively be referred to as the "Services":

A. GENERAL INFORMATION ABOUT THE TOWN'S PROJECTS

The Town of Lauderdale-By-The-Sea is a seaside community with a permanent population of about 6,500 that increases to about 12,000 during the winter season. The Town is approximately 2 square miles bordered by the Intracoastal Waterway to the west and the Atlantic Ocean to the east. The Town seeks to hire a contractor to perform sanitary sewer and storm drain maintenance and repair.

The Town has approximately 53,000 linear feet of sanitary sewer pipes that range in size from 4" to 10". The types of sanitary sewer pipes are vitrified clay and other various PVC types of pipe. There are 162 concrete cast manholes that reach a depth of no more than 20 feet. The Town has approximately 50,000 linear feet of drainpipes that range in size from 10" to 42". The types of drainpipes are reinforced concrete, HDPE, A2000 and other various PVC types of pipe.

The drainage system also consists of approximately 520 catch basins, 40 curb inlets, 59 outfalls and 100 French drains.

B. SCOPE OF SERVICES

The Proposer shall furnish all materials, tools, supplies, heavy equipment, vehicles and labor necessary for the maintenance, repair and televising and video recording of all sewer and storm drains. The Proposer shall bear all costs associated with the Project.

Sewer and Storm Drain cleaning shall be performed with hydraulically propelled or mechanically operated cleaning equipment. Selection of equipment shall be based on field conditions, taking into account all relevant factors such as, by example and not limitation, access to manholes, type and quantity of debris to be removed, size of pipe, depth of flow and the like.

Television inspection and video recording of all sewer and storm drains shall be required for the documentation of various field conditions and activities as directed by the TOWN's representative.

Sewer and Storm Drainpipe joint sealing shall be accomplished by the injection of chemical sealing materials into and/or through the joints from within the pipe.

C. DELIVERABLES:

The DELIVERABLES shall include the cost of:

1. Meetings with Town staff to discuss Sewer/ Storm Drain repair reports.
2. A written report and downloadable file via the cloud or file share service/USB Flash Drive outlining all findings as well as any recommendations for additional repair/maintenance and containing a video recording of all Sanitary Sewer and Storm Drains.

2. TECHNICAL REQUIREMENTS

When the raw sewage flows are blocked or plugged, sufficient precautions shall be taken to protect the public health during the course of the cleaning and repair. The sewer lines shall also be protected from damage. The following occurrences are prohibited:

1. No sewage shall be allowed to back up into any homes or buildings.
2. No sewage shall overflow any manholes, cleanouts or any other access point to the sewers.
3. Users upstream of the repair area shall be able to use all of their water and sewer utilities without interruption.

Any sump pumps, bypass pumps, trash pumps or any other type pump which pulls sewage/water or any type of material out of the manhole or sewer shall discharge this material into another manhole, or appropriate vehicle or container acceptable to the TOWN. Under no circumstances shall this material be discharged, stored or deposited on the ground, swale, road or open environment.

The Proposer shall ensure that all pumps, piping and hoses that carry raw sewage are protected from traffic.

In the event that raw sewage is spilled, discharged, leaked or otherwise deposited in the open environment during any form of "sewage flow control", due to the Work, the Proposer is responsible for any cleanup of materials and for disinfection of the area affected. This Work will be performed at the Proposer's expense with no additional cost to the TOWN. The Proposer is also responsible for notifying the sewer system maintenance personnel and complying with any and all regulatory requirements with no additional cost to the TOWN.

High-velocity jet (hydro cleaning) equipment: all high-velocity/storm cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more high-velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel, with a minimum of 600 feet of jet hose.

During sewer/storm cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools which retard the flow in the sewer/storm line are used, precautions shall be taken to ensure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. When possible, the flow of sewage in the sewer shall be utilized to provide the necessary pressure for hydraulic cleaning devices. When additional water from fire hydrants is necessary to avoid delay in normal work procedures, the water shall be conserved and not used unnecessarily. The Proposer will be required to supply the fire hydrant meter as required by the City of Ft. Lauderdale & City of Pompano Beach. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant.

The designated sewer manhole sections shall be cleaned using hydraulically propelled, high-velocity jet, or mechanically powered equipment. Selection of the equipment used shall be based on the conditions of the lines at the time the work commences. The equipment and methods selected shall be satisfactory to the TOWN'S representative. The equipment shall be capable of moving dirt, grease, rocks, sand, and other materials and obstructions from the sewer lines and manholes. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole

and cleaning again attempted. If successful cleaning cannot be performed or the equipment fails to traverse the entire manhole section, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned.

Roots shall be removed in the designated sections where root intrusion is a problem. Special attention should be used during the cleaning operation to ensure almost complete removal of roots from the joints. Any roots which could prevent the seating of the packer or could prevent the proper application of chemical sealants shall be removed. Procedures may include the use of mechanical equipment such as rodding machines, bucket machines, winched using root cutters and porcupines, and equipment such as high-velocity jet cleaners. Chemical root treatment may be used at the option of the Proposer.

To aid in the removal of roots and at the option of the Proposer, manhole sections that have root intrusion may be treated with an approved herbicide. The application of the herbicide to the root shall be done in accordance with the manufacturer's recommendations and specifications and in such a manner to preclude damage to surrounding vegetation. Any damaged vegetation so designated by the TOWN shall be replaced by the Proposer at no cost to TOWN. All safety precautions as recommended by the manufacturer shall be adhered to concerning handling and application of the herbicide.

All sludge, dirt, sand, rocks, grease, roots, and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section, which could cause line stoppages, accumulations of sand in wet wells, or damage pumping equipment, shall not be permitted.

All debris, whether solids or semisolids, resulting from the Work shall be removed from the site and disposed of by the Proposer in a legal and sanitary manner. Under no circumstances will the Proposer be allowed to accumulate debris on the Work site or in the area of the Work.

Televising: Proposer shall be capable of televising, recording and cleaning of sewer mains and stormwater pipes a minimum of 500 feet in length and sewer laterals up to 50 feet in length. Acceptance of sewer/storm line cleaning shall be upon the successful completion of the television inspection and shall be to the satisfaction of the TOWN. If any inspection shows the cleaning to be unsatisfactory, the Proposer shall be required to re-clean and re-inspect the sewer line until the cleaning is shown to be satisfactory to the Town. If internal sealing is to follow the television inspection, particular attention should be given to the adequacy of the cleaning to ensure that proper seating of the sealing packer can be achieved.

After cleaning, the manhole sections shall be visually inspected by Proposer by means of closed-circuit television. The inspection will be done one manhole section at a time and the flow in the section being inspected will be suitably controlled as specified.

The closed-circuit television ("CCTV") camera system used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the CCTV camera shall be suitable to allow a clear bright sharp picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The CCTV camera, television monitor, and other components of the video system shall be capable of producing picture quality with a minimum of 460 lines for camera and 500 lines for monitor, with the line resolution free from distribution or any form of picture imperfection to the satisfaction of the TOWN; and if unsatisfactory, equipment shall be removed and no payment will be made for an unsatisfactory inspection. All of the CCTV and video system equipment shall be no older than five years old.

The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper documentation of the sewer/storm line condition. In no case will the CCTV

camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable and power rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer/storm conditions shall be used to move the camera through the sewer/storm line. If, during the inspection operation, the television camera will not pass through the entire manhole section, the Proposer shall set up the equipment so that the inspection can be performed from the opposite manhole. On lines which have sags or dips, to an extent that the CCTV camera lens becomes submerged for three (3) or more feet during the television inspection, the Proposer shall pull double squeegee and/or sponges through the line in order to remove the water from those dips or sags. Water removal through squeegees and/or sponges shall be performed until the CCTV camera lens will no longer be submerged, except that this requirement may be waived by the TOWN if the water in which the camera lens is submerged is clear enough to allow the identification of pipe defects, cracks, holes and location of service connections.

When manually operated, winches are used to pull the camera through the line, telephones or other suitable means of communication shall be set up between the two manholes of the section being inspected to ensure good communications between members of the crew.

The importance of accurate distance measurements is emphasized. Measurement for location of defects shall be above ground by means of a meter device. Marking on the cable, or the like, which would require interpretation for depth of manhole will not be allowed. Accuracy of the distance meter shall be checked by use of a walking meter, roll-a-tape, or other suitable device, and the accuracy shall be satisfactory to the TOWN'S representative.

Television inspection logs: printed location records shall be kept by the Proposer and shall clearly show the location in relation to an adjacent manhole of each infiltration point observed during inspection. In addition, other points of significance such as locations of building sewers, unusual conditions, roots, storm sewer/storm connections, broken pipe, presence of scale and corrosion, and other discernible features shall be recorded, and a copy of such records shall be supplied to the TOWN.

Movement of the television camera shall be temporarily halted at each visible point source of infiltration and/or inflow until the leakage rate from that source is quantified. The camera shall also be stopped at active service connections where flow is discharging. If the discharge persists, the property involved shall be checked to determine whether or not the discharge is sewage. If no flows are being discharged from the building, it shall be considered that the observed flow is infiltration/inflow. If the estimated flow from the service connection is greater than the total wastewater discharge from the fixture in the building, then the infiltration/inflow can be calculated by the difference of the two flows and noted on the written report.

Video Recordings: the purpose of video recording shall be to supply a visual and audio record of problem areas. Video recording playback shall be at the same speed that it was recorded. Slow motion or stop-motion playback features shall be supplied by the PROPOSER. Recordings shall be provided to the Town via downloadable file or USB Flash drive. All the recordings shall become property of the TOWN.

It is the intent of the pipe joint sealing work to seal sewer/storm pipe joints which have leakage rates of ¼ gallon per minute or more utilizing the internal joint sealing method.

The basic equipment shall consist of a CCTV camera, joint testing device such as a packer, and test monitoring equipment. The equipment shall be constructed in such a way as to provide means for introducing air under pressure into the void area created by the expanding ends of the joint testing device. The testing equipment shall also have the means for regulating the flow rate of the air into the void area in conjunction with the means for continuously measuring the actual static pressure of the air at and within the void area only.

Void pressure data shall be transmitted electronically and without the use of the test medium or hoses. All test monitoring shall be above ground and, in a location, to allow for simultaneous continued observation of the television monitor and test monitoring equipment by the PROPOSER. The TOWN shall witness the testing operation. Sewer/storm line joint testing shall be accomplished before and after the grouting operation by applying positive air pressure to each sewer/storm joint and monitoring the pressure in the void. The intent of joint testing is to identify defective joints prior to the joint sealing process and determine the effectiveness of the sealed repair.

Joint sealing procedure: joints showing visible leakage shall be sealed as specified. Joint sealing shall be accomplished by forcing chemical sealing materials into and through faulty joints by a system of pumps, quad hoses, and sealing packers. A low volume packer and a CCTV camera shall be used. It is important that the procedure used by the PROPOSER for positioning the packer be accurate to avoid over pulling the packer and thus not effectively sealing (grouting) the intended joint. The packer ends (end elements, sleeves) shall be expanded using controlled pressure. The expanded ends shall seal against the inside periphery of the pipe to form a void area at the faulty joint, now completely isolated from the remainder of the pipeline. Sealant materials shall be pumped into this isolated area through the hose system at controlled pressures in excess of groundwater pressures. The pumping unit, metering equipment, and the packer device shall be designed so that proportions and quantities of materials can be regulated in accordance with the type and size of the leak being sealed.

Upon completing the sealing of each individual joint, the packer shall be deflated until the void pressure meter reads zero pressure, then re-inflated and the joint re-tested. Should the void pressure meter not read zero, the PROPOSER shall clean the equipment of residual grout material or make the necessary equipment repairs/adjustments to produce accurate void pressure readings. Joints that fail to meet the specified test criteria shall be resealed and re-tested until the test criteria can be met in order to receive payment.

Residual sealing materials that extend into the pipe, reduce the pipe diameter, or restrict the flow shall be removed from the joint. The sealed joints shall be left reasonably "flush" with the existing pipe surface, grout band 1/8" thick, 3" wide. If excessive residual sealing materials accumulate in the line (and/or if directed by the TOWN'S representative) the manhole section shall be cleaned to remove the residual materials.

In order to remove sealing material that accumulates in the lines a JET-VACTOR shall be on site at all times to clean each pipe, and vacuum out accumulated materials from manholes.

Proposer shall prepare and maintain complete records of joint sealing performed in each manhole section. The records shall identify the manhole section in which the sealing was done, the location of each joint sealed, and the joint sealing verification results.

All sewer/storm drain pipe joint sealing work performed shall be guaranteed against faulty workmanship and/or materials for a period of five (5) years after the completion of the Work.

Prior to the expiration of the 5-year guaranty period, an initial retest shall be conducted by Proposer consisting of specific manhole sections selected by the TOWN. Manhole sections to be re-tested shall be randomly selected by the TOWN. Manhole sections to be re-tested shall be randomly selected throughout the project area and shall be representative of the majority of the sealing work originally performed. The initial test area shall consist of at least 5%, but shall not exceed 10%, of the linear feet contained in the original project.

Within the initial retest area, the Proposer shall retest all previously sealed joints as specified. Any joints failing the retest shall be resealed. If the failure rate of the re-tested joints is less than 5% of the joints re-tested, the Work shall be considered satisfactory and no further retesting will be required. Payment for re-inspecting the initial area shall be at the Unit price submitted in the Proposal for each item of work

required (e.g. cleaning, tv inspection). No compensation shall be provided for resealing (grouting) joints that fail.

If, in the initial retest area, the failure rate of the re-tested joints exceeds 5% of the joints re-tested, an additional retest area of equivalent size shall be selected and all previously sealed joints shall be re-tested. This additional testing and sealing, if necessary, will continue until a failure rate of less than 5% is met. Any additional testing/sealing required beyond the initial retest area shall be accomplished at no cost to the TOWN.

Any chemical sealing materials used by the Proposer must first be approved in writing by the TOWN representative. It is recognized that new and improved chemical sealing materials may become available from time to time. Any specific sources, manufacturers, and product names shall be updated and improved by Proposer as availability occurs. In every case, mixing and handling of chemical sealing materials shall be in strict accordance with the manufacturer's recommendations.

Barnacle cleaning at storm drainage outfalls: The Contractor shall clean the barnacles from the designated pipe outfall extending 10 feet upstream from the outfall outlet point. Care shall be taken during the cleaning not to damage the existing pipe. Contractor is responsible for the means and methods to clean the barnacles to the satisfaction of the TOWN representative.

End of SECTION 2

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SECTION 3
RFP REQUIREMENTS

1. RFP GENERAL INFORMATION

A. INCURRED EXPENSES

The TOWN is not responsible for any expenses that Proposers may incur preparing and submitting their response to this RFP or for any expenses related to any presentation by Proposers, whether requested by the TOWN or otherwise.

B. INQUIRIES

Any and all questions or requests for information or clarification pertaining to his RFP must be made in writing via email to the Town Clerk (townclerk@lbts-fl.gov) by no later than 7 working days prior to the Submittal Deadline. Please mark the correspondence "RFP No. 25-04-01 QUESTION". The TOWN will not respond to oral inquiries, written inquiries not submitted via email, or inquiries submitted via email after the deadline for inquiries. If inquiries are submitted after the deadline, the TOWN will respond indicated that the deadline for inquiries has expired.

The TOWN will respond to written inquiries that are submitted via email and are received at least 7 working days prior to the Submittal Deadline. The TOWN will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the TOWN will post the addenda to Demandstar and the Town's website and may email addenda to any potential Proposer who has provided their contact information to the Town Clerk. Although the TOWN will make an attempt to notify each prospective Proposer of any addendum or change in requirements or dates, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

C. ADDENDUM, AMENDMENT, CHANGE IN DATES

At its sole discretion, the TOWN may postpone or reschedule any dates in the selection process or any term of the RFP. If changes are made, the TOWN will issue an addendum (addenda) prior to the Submittal Deadline. It is the sole responsibility of the Proposer to remain informed as to any changes.

D. PRE-RESPONSE MEETING

A pre-response meeting is not scheduled or anticipated.

F. RESPONSE SUBMISSION

Proposers shall submit the following:

- one (1) original printed response in a sealed, opaque package;
- OR one (1) original sealed response via DemandStar;
- AND one (1) electronic copy of the response to townclerk@lbts-fl.gov

The electronic copy of the response shall be in PDF or Microsoft Word file formats. Complex graphics, appendixes, and additional materials do not have to be submitted electronically.

Submissions shall be clearly marked on the outside as follows:

To: Town of Lauderdale-By-The-Sea
RFP No. 25-04-01
Project: Sewer/Storm Drain Maintenance & Repair
Submitted by: _____
Address: _____
Telephone: _____
Email: _____

Responses shall be submitted electronically as well as in person or by mail prior to the Submittal Deadline. **ONE HARD COPY AND ONE ELECTRONIC COPY ARE REQUIRED IN ORDER TO BE CONSIDERED A VALID SUBMISSION**

The TOWN cautions Proposers to assure actual delivery of responses to the TOWN prior to the Submittal Deadline. Telephone confirmation of timely receipt of a response may be made by calling the Office of the Town Clerk (954-640-4200).

Submittals, additions, or changes after the Submittal Deadline will not be accepted and will be returned to the Proposer.

Proposers may withdraw their responses by notifying the TOWN in writing via email at any time prior to the opening. Responses, once opened, become property of the TOWN and will not be returned.

G. PUBLIC RECORDS

Responses to this RFP are public records and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the Proposer's responsibility to become familiar with these concepts and to specifically note any information in the response that they believe is confidential and/or exempt from public disclosure.

1. PROPOSAL SUBMISSION FORMAT & CONTENT

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the responses be organized in the manner specified herein.

PROPOSERS SHALL COMPLETE AND SUBMIT THE REQUIRED RFP FORMS OR YOUR RESPONSE WILL BE DEEMED NON-RESPONSIVE.

The forms may be duplicated and most are available in WORD. Any erasures or corrections on the form must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or completed in ink. Responses shall be signed in ink.

All responses shall be submitted as specified in this RFP. Any attachments shall be clearly identified. In order to be deemed responsive and considered for contract award, the response must fully 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 response. If publications are supplied by a responder to respond to a requirement, the response should include reference to the document number and page number. Responses lacking this reference may be considered to have no reference material included.

Proposers shall prepare their responses using the following format:

1. 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 number.

2. Table of Contents

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

3. Letter of Transmittal

This letter will summarize in one or two pages, the following information:

- a. List the professional services identified in this RFP you are qualified and willing to perform.
- b. A statement that the business is licensed, permitted and/or certified to do business and practice a specific discipline, or is a design- build firm (as applicable) in the State of Florida and attach copies of all such licenses issued to the business entity.
- c. Identify any supplemental materials that have been included that might enhance the TOWN's understanding of the firm and its capabilities and experience in light of the qualification evaluation criteria.
- d. Identify the Response Contact.
The name of the person who is authorized to make representations for the Proposer during the evaluation phase, their title, email address, and telephone number.
- e. Identify the Contract Administrator.
The name of the person who will be the firm's contact during the term of the contract, their title, email address, and telephone number.
- f. Identify the Project Manager.
The name of the person who will be assigned as the primary contact with the TOWN, their title, email address, and telephone number. Provide the person's background, training, experience, qualifications and authority.
- g. The official legally authorized to negotiate and execute a contract on behalf of the Proposer must sign the letter of transmittal.

4. Organization Profile, Qualifications and Experience (RFP Form 1, Exhibit 1)

- A. Complete Form 1 (**Exhibit 1**) and include it as the first page of this section.
- B. Following Form 1, provide the following information in the order requested in the format of your choosing :
 - Considerable relevant experience that demonstrates both the experience and capability of particular personnel who will actually perform the work.
Include the work that the firm has done within the past ten (10) years for other governmental entities. Describe the work performed, and the year and amount of time the firm was engaged. Provide contact information for each.

Note: If a firm has not been in existence for ten (10) years, or the personnel who are proposed to be assigned to the TOWN's contract have the requisite experience with another firm, list the work by both the firm and the personnel.

- Include documentation indicating that the firm or individual is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- A description of the individual responsible.
- The resumes and professional qualifications of the primary individual(s) who may work on the TOWN's projects.

5. **References (RFP Form 2, Exhibit 2)**

Complete RFP Form 2 (**Exhibit 2**) by providing at least four (4) clients or business references, with whom we may speak during the evaluation phase, which have utilized the services being proposed to the TOWN.

6. **Insurance:**

Include a statement that the Proposer commits to, and is able to, obtain and provide proof of insurance that meets the requirements specified in the standard Continuing Professional Services Agreement (**Exhibit 9**).

NOTE: The following is NOT required when you submit your response.

If deemed to be a Qualified Firm, Proposers shall provide a list of claims for the past five (5) years, including those presently outstanding against the firm.

This information shall be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.

7. **Professional Services Agreement**

Include a statement that the Proposer takes no exceptions to the TOWN's standard agreement (**Exhibit 9**) or in the alternative, clearly and prominently indicate what exceptions are taken and any proposed modifications to the TOWN's Professional Services Agreement (**Exhibit 9**).

PROPOSERS TAKING EXCEPTION ARE SOLELY RESPONSIBLE FOR THIS RISK. The TOWN is under no obligation to accept or consider any exceptions, or accept any Response with an exception. Proposers are reminded that they may submit one Response without exceptions and an alternate Proposal with exceptions.

8. Additional Forms.

THE FOLLOWING ADDITIONAL FORMS SHALL BE EXECUTED AND SUBMITTED WITH YOUR RESPONSE TO BE DEEMED RESPONSIVE.

EXHIBIT 3, RFP FORM 3: PROPOSER'S CERTIFICATION

EXHIBIT 4, RFP FORM 4:	SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME
EXHIBIT 5, RFP FORM 5:	NO FINANCIAL INTEREST STATEMENT
EXHIBIT 5, RFP FORM 6:	E-VERIFY AFFIDAVIT
EXHIBIT 7, RFP FORM 7:	NONCOERCIVE CONDUCT AFFIDAVIT
EXHIBIT 8, RFP FORM 8:	ENTITIES OF FOREIGN COUNTRIES OF CONCERN
EXHIBIT 9, RFP FORM 9:	SINGLE EXECUTION AFFIDAVITS
EXHIBIT 10, RFP FORM 10:	FEE PROPOSAL

9. Fee Proposal.

Submit a signed, firm, fixed fee or lump sum cost for providing all the Services per year for the term of the contract.

10. Representations and Warranties.

In submitting a response, Proposer warrants and represents that:

- A. 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.
- B. The RFP is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the response that is submitted.
- C. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the TOWN has any interest, financially or otherwise, in this RFP or related contract.

End of Section 3

THE REST OF THIS PAGE IS INTENTIONALLY BLANK

***THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH YOUR RESPONSE
TO BE DEEMED RESPONSIVE.***

RFP FORM 1: QUALIFICATIONS STATEMENT

Respondent: _____

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - a. The correct and full legal name of the Respondent is:
 - b. The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - c. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail:
 - a. Number of employees;
 - b. Number of years your organization been in business; and,
 - c. The organization's specialty.
3. The contact information (address, telephone and email address) of the principal place of business:
4. The contact information (address, telephone and email address) of the closest business location to TOWN if different than number 3:
5. Name and title of employees to be assigned to the Town contract, if awarded:
6. Company identification numbers for the Internal Revenue Service:
7. Broward County business tax receipt number, if applicable, and expiration date:
8. List the last three projects of this nature that the firm has completed. Please provide project description, reference and cost of work completed.
9. Have you ever failed to complete any work awarded to you? If so, where and why?

10. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this contract that are in progress as of the date of submission of this Response.

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

(Continue list as necessary)

Provide the following information for any subcontractors you propose to engage if awarded a contract.

Subcontractor Name	Contact Information	Work to be Performed

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

RFP Form 2: REFERENCES

Respondent: _____

***THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE
TO BE DEEMED RESPONSIVE.***

Give contact information for at least four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1.

Name of Contact:

Title of Contact: Email:

Telephone Number:

Project:
2.

Name of Contact:

Title of Contact: Email:

Telephone Number:

Project:
3.

Name of Contact:

Title of Contact: Email:

Telephone Number:

Project:
4.

Name of Contact:

Title of Contact: Email:

Telephone Number:

Project:

RFP FORM 3: RESPONDENT'S CERTIFICATION

Respondent: _____

***THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE
TO BE DEEMED RESPONSIVE.***

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

I have carefully examined the Request for Qualifications referenced above ("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 response will remain firm for a period of 150 days in order to allow the TOWN adequate time to evaluate the responses.

I certify that all information contained in this response, which includes the TOWN required RFP 1-9 is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

Respondent hereby authorizes the TOWN, its staff or consultants, to contact any of the references provided in the response and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this response.

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

If this response is selected, I understand that I will be expected to execute the TOWN's standard Continuing Services contract, in the form approved by the Town Attorney.

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

directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business

By: _____
Signature

Print Name and Title

Mailing Address

**THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE
TO BE DEEMED RESPONSIVE.**

**RFP FORM 4: SWORN STATEMENT PURSUANT TO SECTION
287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY
CRIME**

**TO BE VALID, THIS FORM SHALL BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS**

1. This sworn statement is submitted to The Town Commission of the Town of Lauderdale-By-The-Sea, Florida by: _____

(print this individual's name and title)

for _____

(print name of entity submitting sworn statements)

Whose business address is: _____

And, if applicable, whose Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ____-____-_____.

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents

who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

_____ There has been a proceeding concerning the conviction before a hearing officer in the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS

LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Date: _____

(Signature)

STATE OF FLORIDA
COUNTY OF: _____

Sworn and subscribed before me this _____ day of _____, 20____
by _____ who is Personally known to me__ Or
who produced identification _____
(Type of Identification)

(Signature) Notary Public-State of Florida

(Printed, typed or stamped commissioned name of notary public)

My commission expires _____(SEAL)

**THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE
TO BE DEEMED RESPONSIVE.**

RFP FORM 5: NO FINANCIAL INTEREST STATEMENT

The undersigned guarantees the truth and accuracy of this statement.

The Respondent recognizes and certifies that no elected official, board member, or employee of the Town of Lauderdale-By-The-Sea (the "Town") shall have a financial interest directly or indirectly in this RFP, related contract, if any, or any compensation to be paid under or through these matters, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the TOWN, nor any spouse, parent or child of such employee or elected or appointed officer of the TOWN, may be a partner, officer, director or proprietor of Respondent, and further, that no such TOWN employee or elected or appointed officer shall be employed by the firm or receive any compensation from the firm for a period of at least twelve (12) months after leaving the employ or agency of the TOWN.

Name of Business

By: _____
Signature

Print Name and Title

Mailing Address

RFP FORM 6: E-VERIFY AFFIDAVIT

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, Lauderdale-By-The-Sea requires all contractors 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. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participation/enrollment-in-e-verify>

By submitting a response to this RFP and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.**

Signed, sealed and delivered by:

Print Name: _____

Title: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or online notarization, this ____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
(name of party on behalf of whom instrument is executed).

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

RFP FORM 7: Affidavit Attesting to Noncoercive Conduct
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 _____, a nongovernmental entity.
3. _____ 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: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
(name of party on behalf of whom instrument is executed).

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

**RFP FORM 8: 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. _____ ("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:

Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this ____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
(name of party on behalf of whom instrument is executed).

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

RFP FORM 9: SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR CONSULTANT AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR CONSULTANT CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR CONSULTANT IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A STATEMENT OF QUALIFICATIONS/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

NAME OF RESPONDENT

By: _____
INDIVIDUAL'S NAME AND TITLE

FEIN OF PROPOSING OR BIDDING ENTITY

Date: _____

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this Project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract. No portion of the sum herein proposed will be paid to any employees or elected officials of Lauderdale-By-The-Sea or its consultants as a commission, kickback, reward, or gift, either directly or indirectly, by Respondent or any member of Respondent's firm or any officer of the Respondent.

Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, commission member, or employee of Lauderdale-By-The-Sea (the "Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town Commission members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Respondent or Consultant, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Consultant or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or Submittal is submitted and may be further disqualified from submitting any future bids or Submittals for goods or services to Town.

Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Consultant has personal knowledge of the matters set forth in its Submittal/Bid and is fully informed respecting the preparation and contents of the attached Submittal/Bid and all pertinent circumstances respecting the Submittal/Bid;
2. The Submittal/Bid is genuine and is not a collusive or sham Submittal/Bid; and
3. Neither the Respondent/Consultant nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Consultant, firm, or person to submit a collusive or sham Submittal/Bid, or has in any manner, directly or indirectly, sought by agreement or

collusion or communication or conference with any other Respondent/Consultant, firm, or person to fix the price or prices in the attached Submittal/Bid or of any other Respondent/Consultant, or to fix any overhead, profit, or cost element of the Submittal/Bid price or the Submittal/Bid price of any other Respondent/Consultant, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Lauderdale-By-The-Sea or any person interested in the proposed Contract.

Respondent Initials

Scrutinized Companies

1. Respondent 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 the Agreement that may result from this RFP at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Respondent 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 the Agreement that may result from this RFP at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. 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.

Respondent Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Town are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

Respondent Initials

Truth in Negotiation Certificate (if applicable)

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for Projects and services that may be offered pursuant to this Request for Submittals and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, Project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Town, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with Lauderdale-By-The-Sea, Florida.

Respondent Initials

Prohibition on Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Request for Submittals and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with Lauderdale-By-The-Sea, Florida. Consultant understands that for the breach or violation of this provision, the Town shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

Respondent Initials

Drug-Free Workplace Program

IDENTICAL TIE SUBMITTALS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Submittals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Respondent Initials

Acknowledgment of Conformance with OSHA Standards

Respondent acknowledges and agrees that we have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agrees to indemnify and hold harmless Lauderdale-By-The-Sea, against any and all liability, claims, damages losses and expenses they may incur due to our failure to comply with such act or regulation.

Respondent Initials

FORM 10
FEE PROPOSAL

TOTAL PROJECT COST \$ _____

Option Year Costs:

The Project Cost shall be as quoted for the initial four year contract. Two optional two-year renewals. Fees can increase during the first year of each optional renewal term (year 5 and year 7) by no more than the July 1st CPI or up to 5% which is lower.

The Proposer shall provide the unit prices requested below. These prices and rates shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, per diem and any other travel or miscellaneous expenses.

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the agreement by the TOWN. The undersigned further certifies that he/she has read the Request for Proposal relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Firm: _____

Authorized Signature: _____

Title: _____

Print or Type Name: _____

Date: _____

FORM 10
PRICE PROPOSAL

Sanitary Sewer Main/Laterals	Linear feet for evaluation purposes only	Price Per Foot
Televise 4" Sanitary Sewer Lateral	16,000	\$
Televise 6" Sanitary Sewer Line	16,000	\$
Televise 8" Sanitary Sewer Line	16,000	\$
Televise 10" Sanitary Sewer Line	4,000	\$
Clean 4" Sanitary Sewer Lateral	16,000	\$
Clean 6" Sanitary Sewer Line	16,000	\$
Clean 8" Sanitary Sewer Line	16,000	\$
Clean 10" Sanitary Sewer Line	4,000	\$
Storm Sewer Line	Linear feet for evaluation purposes only	Price Per Foot
Televise 10" to 15" Storm Sewer Line	16,000	\$
Televise 18" to 24" Storm Sewer Line	16,000	\$
Televise 30" to 42" Storm Sewer Line	16,000	\$
Clean 10" to 15" Storm Sewer Line	16,000	\$
Clean 18" to 24" Storm Sewer Line	16,000	\$
Clean 30" to 42" Storm Sewer Line	16,000	\$
Total	200,000	\$

Sanitary Sewer/Storm Drain Joint Grouting	Joint Grouting Numbers are for Evaluation Purposes Only	Price per Hour
Grouting 4" to 10" Sanitary Sewer Main	150	\$
Grouting 10" to 42" Storm Drain	150	\$
Total:	300	\$
Outfall Barnacle Removal	Outfall numbers are for evaluation purposes Only	Price Per Outfall
Remove Barnacles 30" to 42" Storm Drain	29	\$
Remove Barnacles 10"to 29"" Storm Drain	30	\$
Total:	59	\$
French Drain Cleaning	French Drain Numbers are for Evaluation Purposes Only	Price Per Basin
French Drains	100	\$
Total:	100	\$
Total Project Cost: \$ _____		

**Town of Lauderdale-By-The-Sea
Sanitary Sewer/ Storm Drain Maintenance and Repair**

EXHIBIT B

Contractor's Proposal

Title Page



TeleVac South
221 NE 13th St
Pompano Beach, FL 33060
954-782-6997 tel

Patti Goolsby

5/12/25

RFP No. 25-04-01

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Various requested documents are attached: Business tax receipts, Broward Waste Hauler and Miami Dade Liquid Waste Transporter Permits, and Certificate of Insurance	

Letter of Transmittal

Tele-Vac South is qualified and willing to perform all items listed in RFP 25-04-01: Clean and televise sanitary sewer mains/laterals; clean and televise storm sewer lines; sanitary sewer/storm drain joint grouting; outfall barnacle removal and French drain cleaning

Tele-Vac South holds Business Tax Receipts with the City of Pompano Beach, Broward County and Palm Beach County. We have a Waste Hauler Discharge Permit with Broward County Waste and Wastewater Services, and a Miami Dade Liquid Waste Transporters Annual Operating Permit (copies of all are attached).

Founded in 1993, we have been servicing South Florida for 32 years. Dennis Simmons, owner and President, had 17 years prior experience in the underground industry, for a total of 49 years. We pride ourselves on timeliness, availability and stability. Our CCTV Operators are highly trained. We have four (4) TV/Inspection teams that have the following:

NASSCO, PACP, LACP, MACP Certified

Confined Space Entry Certified

Avanti International AV-100 Chemical Grout Training

Certified Installer for Pipe Patch Products (Sectional Liners)

Our insurance is accepted by FL DOT as well as most municipalities.

We perform all of our own work and have never had subcontractors. Our key personnel have been with us for many years- Office Manager over 27 years, General Manager over 21 years, most of our Vactor and TV Operators have been with us for 12- 18 years.

Previous Similar Projects and References include the Town of Lauderdale-By-the-Sea, City of Pompano Beach, Coconut Creek, Sunrise, Oakland Park, Hollywood, North Lauderdale, Lauderhill and Town of Ocean Ridge.

Having serviced the Town of Lauderdale-By-the-Sea for over 23 years, we have the clearest understanding of the Town's needs, local conditions, goals and objectives. We have accomplished every task given, and have gone above and beyond to assist the Town's crews in meeting their objectives.

Response Contact - Kevin Beyer
General Manager
kevin@televacsouth.com,
954-727-6710

Contract Administrator – Patti Goolsby
Office Manager
info@televacsouth.com
954-782-6997

Project Manager – Kevin Beyer
General Manager
kevin@televacsouth.com,
954-727-6710

Legally Authorized Official - Dennis Simmons
President
dennis@televacsouth.com
954-275-3976

**THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH YOUR RESPONSE
TO BE DEEMED RESPONSIVE.**

RFP FORM 1: QUALIFICATIONS STATEMENT

Respondent: Tele-Vac South Inc.

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.)
Tele-Vac South, Inc 221 NE 13th St Pompano Beach, FL 33060.
 - a. The correct and full legal name of the Respondent is: Tele-Vac South, Inc.
 - b. The business is a Corporation.
 - c. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
Dennis Simmons- President
Kevin Beyer - Secretary
2. Please describe your company in detail:
 - a. Number of employees: 35
 - b. Number of years your organization been in business: 32
 - c. The organization's specialty: We provide quality sanitary sewer and storm drain cleaning, inspection and repair; joint grouting and lift station cleaning
3. The contact information (address, telephone and email address) of the principal place of business:
Tele-Vac South Inc.
221 NE 13th St
Pompano Beach, FL 33060
954-782-6997
info@televacsouth.com
4. The contact information (address, telephone and email address) of the closest business location to TOWN if different than number 3: N/A
5. Name and title of employees to be assigned to the Town contract, if awarded:
Daniel Damiani-TV/inspection and Grout Truck Supervisor, Shawn Bland – TV/inspection and lateral inspection technician, David Breighner- TV/inspection and laser profiling technician, Josue Dias – TV/inspection and Grout truck operator, Bruce Walkup- TV/inspection and lateral launching, Greg Green – Vactor truck operator, Jamar Bell – Vactor truck operator, Omara Owens – Vactor truck operator and George Stone – Vactor truck operator

6. Company identification numbers for the Internal Revenue Service: 65-0425541
7. Broward County business tax receipt number, and expiration date: 329-28719, exp 9-30-25
8. List the last three projects of this nature that the firm has completed. Please provide project description, reference and cost of work completed.
 Lauderdale-By-the Sea, RFP 19-09-01 Sanitary Sewer/ Storm Drain Maintenance and Repair - \$282,144
 City of Coconut Creek, City-wide Sanitary sewer assessment and chemical grouting service - \$270,000 per year
 City of Sunrise, Group A Excavated Point Repairs and Group C Pipelining (subcontractor for Miller Pipeline/Insituform) - \$296,500
9. Have you ever failed to complete any work awarded to you? If so, where and why? No, N/A
10. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this contract that are in progress as of the date of submission of this Response.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date
City of Pompano Beach	Pompano Beach	Ongoing PO's	4 years	99
City of Sunrise	Insituform	300,000	5/31/25	99
City of Coconut Creek	Coconut Creek	269,999	9-1-25	90

(Continue list as necessary)

Provide the following information for any subcontractors you propose to engage if awarded a contract.

Subcontractor Name	Contact Information	Work to be Performed
N/A - Never		

RFP Form 2: REFERENCES

Respondent: Tele-Vac South Inc

***THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE
TO BE DEEMED RESPONSIVE.***

Give contact information for at least four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact: Michael Taylor
Title of Contact: Stormwater Manager Email: Michael.taylor@copbfl.com
Telephone Number: 954-786-4724
Project: City of Pompano E-01-24 Inspection & Cleaning of Stormwater Systems and Utility Jet Vac On-call Service
2. Name of Contact: Tim Koabel
Title of Contact: Utility Field Supervisor Email: tkoabel@sunrisefl.gov
Telephone Number: 954-888-6081
Project: City of Sunrise Group A Excavated Point Repairs and Group C Pipelining (subcontractor for Miller Pipelining/Insituform)
3. Name of Contact: Chad Hancock
Title of Contact: Superintendent of Utilities & Engineering Email: chancock@coconutcreek.net
Telephone Number: 954-956-1424
Project: City-wide Sanitary Sewer Assessment and Chemical Grouting Service
4. Name of Contact: Ken Rubach
Title of Contact: Deputy Town Manager Email: kenr@lauderdalebythesea-fl.gov
Telephone Number: 954-892-2820
Project: Sanitary Sewer/Storm Drain Maintenance and Repair 19-09-01

RFP FORM 3: RESPONDENT'S CERTIFICATION

Respondent: Tele-Vac South Inc

***THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE
TO BE DEEMED RESPONSIVE.***

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

I have carefully examined the Request for Qualifications referenced above ("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 response will remain firm for a period of 150 days in order to allow the TOWN adequate time to evaluate the responses.

I certify that all information contained in this response, which includes the TOWN required RFP 1-9 is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

Respondent hereby authorizes the TOWN, its staff or consultants, to contact any of the references provided in the response and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this response.

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

If this response is selected, I understand that I will be expected to execute the TOWN's standard Continuing Services contract, in the form approved by the Town Attorney.

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

directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Tele-Vac South Inc

Name of Business

By:


Signature

Dennis Simmons - President
Print Name and Title

221 NE 13th St

Pompano Beach, FL 33060
Mailing Address

**THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE
TO BE DEEMED RESPONSIVE.**

**RFP FORM 4: SWORN STATEMENT PURSUANT TO SECTION
287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY
CRIME**

**TO BE VALID, THIS FORM SHALL BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS**

1. This sworn statement is submitted to The Town Commission of the Town of Lauderdale-By-The-Sea,
Florida by: Dennis Simmons - President
(print this individual's name and title)

for Tele-Vac South Inc
(print name of entity submitting sworn statements)

Whose business address is: 221 NE 13th St

Pompano Beach, FL 33060

And, if applicable, whose Federal Employer Identification Number (FEIN) is 65-0425541. If the entity has
no FEIN, include the Social Security Number of the individual signing this sworn statement: - -
 .

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, means
a violation of any state or federal law by a person with respect to and directly related to the transactions
of business with any public entity or with an agency or political subdivision of any other state or with the
United States including, but not limited to any bid or contract for goods or services to be provided to any
public entity or any agency or political subdivision of any other state or of the United States and involving
antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes
means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in
any federal or state trial court of record relating to charges brought by indictment or information after
July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the
entity and who has been convicted of a public entity crime. The term "affiliate" includes those
officers, directors, executives, partners, shareholders, employees, members, and agents

who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

 There has been a proceeding concerning the conviction before a hearing officer in the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

 The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS

LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Date: 5-7-25


(Signature)

STATE OF FLORIDA
COUNTY OF: Broward

Sworn and subscribed before me this 7th day of May, 2025

By Dennis Simmons X who is Personally known to me Or

who produced identification _____
(Type of Identification)


(Signature) Notary Public-State of Florida

(Printed, typed or stamped commissioned name of notary public)

My commission expires 3-4-26 (SEAL)



Patti Goolsby
Comm.: HH 204150
Expires: March 4, 2026
Notary Public - State of Florida

THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE
TO BE DEEMED RESPONSIVE.

RFP FORM 5: NO FINANCIAL INTEREST STATEMENT

The undersigned guarantees the truth and accuracy of this statement.

The Respondent recognizes and certifies that no elected official, board member, or employee of the Town of Lauderdale-By-The-Sea (the "Town") shall have a financial interest directly or indirectly in this RFP, related contract, if any, or any compensation to be paid under or through these matters, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the TOWN, nor any spouse, parent or child of such employee or elected or appointed officer of the TOWN, may be a partner, officer, director or proprietor of Respondent, and further, that no such TOWN employee or elected or appointed officer shall be employed by the firm or receive any compensation from the firm for a period of at least twelve (12) months after leaving the employ or agency of the TOWN.

Tele-Vac South Inc
Name of Business

By:

Signature

Dennis Simmons - President
Print Name and Title

221 NE 13th St

Pompano Beach, FL 3306
Mailing Address

RFP FORM 7: Affidavit Attesting to Noncoercive Conduct

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 Tele-Vac South Inc, a nongovernmental entity.
3. Tele-Vac South Inc 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:



Patti Goolsby
Comm.:HH 204150
Expires: March 4, 2026
Notary Public - State of Florida


(Signature)

Print Name: Dennis Simmons - President

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 7th day of May 2025 by Dennis Simmons as President (type of authority) for Tele-Vac South Inc (name of party on behalf of whom instrument is executed).



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



Patti Goolsby
Comm.:HH 204150
Expires: March 4, 2026
Notary Public - State of Florida

RFP FORM 8: 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. Tele-Vac South Inc. ("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:

Dennis Simmons
Print Name: Dennis Simmons

Title: President

Entity Name: Tele-Vac South Inc

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 7th day of May, 2025, by Dennis Simmons (name of person) as President (type of authority) for Tele-Vac South Inc (name of party on behalf of whom instrument is executed).

Patti Goolsby
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



Patti Goolsby
Comm.: HH 204150
Expires: March 4, 2026
Notary Public - State of Florida

RFP FORM 9: SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR CONSULTANT AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR CONSULTANT CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR CONSULTANT IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A STATEMENT OF QUALIFICATIONS/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

Tele-Vac South Inc

NAME OF RESPONDENT

By: Dennis Simmons - President
INDIVIDUAL'S NAME AND TITLE

65-0425541

FEIN OF PROPOSING OR BIDDING ENTITY

Date: 5-7-25

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this Project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 29 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

DS

Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract. No portion of the sum herein proposed will be paid to any employees or elected officials of Lauderdale-By-The-Sea or its consultants as a commission, kickback, reward, or gift, either directly or indirectly, by Respondent or any member of Respondent's firm or any officer of the Respondent.



Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, commission member, or employee of Lauderdale-By-The-Sea (the "Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town Commission members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Respondent or Consultant, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Consultant or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or Submittal is submitted and may be further disqualified from submitting any future bids or Submittals for goods or services to Town.



Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Consultant has personal knowledge of the matters set forth in its Submittal/Bid and is fully informed respecting the preparation and contents of the attached Submittal/Bid and all pertinent circumstances respecting the Submittal/Bid;
2. The Submittal/Bid is genuine and is not a collusive or sham Submittal/Bid; and
3. Neither the Respondent/Consultant nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Consultant, firm, or person to submit a collusive or sham Submittal/Bid, or has in any manner, directly or indirectly, sought by agreement or

collusion or communication or conference with any other Respondent/Consultant, firm, or person to fix the price or prices in the attached Submittal/Bid or of any other Respondent/Consultant, or to fix any overhead, profit, or cost element of the Submittal/Bid price or the Submittal/Bid price of any other Respondent/Consultant, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Lauderdale-By-The-Sea or any person interested in the proposed Contract.


Respondent Initials

Scrutinized Companies

1. Respondent 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 the Agreement that may result from this RFP at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Respondent 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 the Agreement that may result from this RFP at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. 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.


Respondent Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)
Dennis Simmons	360 SE 5 th Terr Pompano Beach, FL 33060	100

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Town are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address



Respondent Initials

Truth in Negotiation Certificate (if applicable)

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for Projects and services that may be offered pursuant to this Request for Submittals and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, Project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Town, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with Lauderdale-By-The-Sea, Florida.


Respondent Initials

Prohibition on Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Request for Submittals and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with Lauderdale-By-The-Sea, Florida. Consultant understands that for the breach or violation of this provision, the Town shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.


Respondent Initials

Drug-Free Workplace Program

IDENTICAL TIE SUBMITTALS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Submittals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Respondent Initials

Acknowledgment of Conformance with OSHA Standards

Respondent acknowledges and agrees that we have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agrees to indemnify and hold harmless Lauderdale-By-The-Sea, against any and all liability, claims, damages losses and expenses they may incur due to our failure to comply with such act or regulation.



Respondent Initials

FORM 10
FEE PROPOSAL

TOTAL PROJECT COST

\$748,725

Option Year Costs:

The Project Cost shall be as quoted for the initial four year contract. Two optional two-year renewals. Fees can increase during the first year of each optional renewal term (year 5 and year 7) by no more than the July 1st CPI or up to 5% which is lower.

The Proposer shall provide the unit prices requested below. These prices and rates shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, per diem and any other travel or miscellaneous expenses.

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the agreement by the TOWN. The undersigned further certifies that he/she has read the Request for Proposal relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Firm: Tele-Vac South, Inc

Authorized Signature: 

Title: President

Print or Type Name: Dennis Simmns

Date: 5-7-25

FORM 10
PRICE PROPOSAL

Sanitary Sewer Main/Laterals	Linear feet for evaluation purposes only	Price Per Foot
Televise 4" Sanitary Sewer Lateral	16,000	\$.01
Televise 6" Sanitary Sewer Line	16,000	\$3.25
Televise 8" Sanitary Sewer Line	16,000	\$1.00
Televise 10" Sanitary Sewer Line	4,000	\$1.00
Clean 4" Sanitary Sewer Lateral	16,000	\$.01
Clean 6" Sanitary Sewer Line	16,000	\$3.25
Clean 8" Sanitary Sewer Line	16,000	\$1.00
Clean 10" Sanitary Sewer Line	4,000	\$1.00
Storm Sewer Line	Linear feet for evaluation purposes only	Price Per Foot
Televise 10" to 15" Storm Sewer Line	16,000	\$3.00
Televise 18" to 24" Storm Sewer Line	16,000	\$4.00
Televise 30" to 42" Storm Sewer Line	16,000	\$5.00
Clean 10" to 15" Storm Sewer Line	16,000	\$3.00
Clean 18" to 24" Storm Sewer Line	16,000	\$5.00
Clean 30" to 42" Storm Sewer Line	16,000	\$7.00
Total	200,000	\$576,320

Sanitary Sewer/Storm Drain Joint Grouting	Joint Grouting Numbers are for Evaluation Purposes Only	Price per Hour
Grouting 4" to 10" Sanitary Sewer Main	150	\$ 450
Grouting 10" to 42" Storm Drain	150	\$ 450
Total:	300	\$ 135,000
Outfall Barnacle Removal	Outfall numbers are for evaluation purposes Only	Price Per Outfall
Remove Barnacles 30" to 42" Storm Drain	29	\$ 295
Remove Barnacles 10"to 29"" Storm Drain	30	\$ 295
Total:	59	\$ 17,405
French Drain Cleaning	French Drain Numbers are for Evaluation Purposes Only	Price Per Basin
French Drains	100	\$ 200
Total:	100	\$20,000
Total Project Cost: \$748,725		

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: TELE VAC SOUTH INC

Receipt #: 329-28719
Business Type: ALL OTHERS (CLEAN TELEVISION PIPE INSPECTION)

Owner Name: DENNIS C SIMMONS
Business Location: 221 NE 13 STREET
POMPANO BEACH

Business Opened: 09/16/1993
State/County/Cert/Reg: 93OU551
Exemption Code:

Business Phone: 954-739-5700

Rooms

Seats

Employees

5

Machines

Professionals

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

Receipt Fee 33.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.



**CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2024 - 2025**

Business Tax Receipt Valid from: October 1, 2024 through September 30, 2025

4421631
TELEVAC SOUTH INC
221 NE 13 STREET
POMPANO BEACH FL 33060

9/11/2024

THIS IS NOT A BILL

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER: TELEVAC SOUTH INC
BUSINESS LOCATION: 221 NE 13 ST POMPANO BEACH FL

RECEIPT NO: 25-00040693
CLASSIFICATION: CONTRACTOR NO COMP-ALL OTHERS

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. THIS DOCUMENT CANNOT BE ALTERED.

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
221 NE 13TH ST
POMPANO BEACH, FL 33060

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
CLEANING SERVICE	TELEVAC SOUTH INC		B24.654168 08/09/2024	\$66.00	B40150559

This document is valid only when receipted by the Tax Collector's Office.



2
7-252

TELEVAC SOUTH INC
TELEVAC SOUTH INC
221 NE 13TH ST
POMPANO BEACH FL 33060-5750



STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2017101334
EXPIRES: 09/30/2025

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



Water and Wastewater Services
2401 North Powerline Road, Pompano Beach, Florida 33069

SEPTAGE RECEIVING FACILITY WASTE-HAULER DISCHARGE PERMIT

Permit Number: 1051-25

In accordance with the provisions of § Broward County Sewer Use Ordinance Chapter 34-140 (e) the conditions accompanying this Permit, and all applicable Federal and state laws or regulations, permission is hereby granted to:

Name of Permittee: Tele Vac South, Inc.

Address: 221 NE 13th Street

City, State & Zip: Pompano Beach, FL 33060

For the disposal of waste at the Broward County Septage Receiving Facility located at 3100 N. Powerline Road, Pompano Beach, Broward County, FL 33069.

This Permit is based on information provided by the permittee and is in effect for the period set forth below. The Permit may be suspended or revoked for noncompliance and is not transferable. If no objection to this permit is received within 15 days of receipt, Tele Vac South, Inc. will be deemed to have accepted it with all the terms and conditions.

Effective date: 1/13/2025

Expiration date: 9/30/2026

A handwritten signature in blue ink, appearing to read "Mark Darmanin", is written over a horizontal line.

Mark Darmanin, Director, Water and Wastewater Operations Division
Broward County Water and Wastewater Services (BCWWS)

Prepared by: Konstantin Dubov
Prepared Date: 1/15/2025

Filing deadline for renewal is July 31, 2026



OFFICIAL DOCUMENT

Regulatory and Economic Resources
 Environmental Resources Management
 701 NW 1st Court • 7th Floor
 Miami, Florida 33136-3912
 T 305-372-6600 F 305-372-6893
 miamidade.gov

Permit No: LW-001094-2024/2024 (ST)-ST-ES
 Permit Issued To: TELE-VAC SOUTH INCORPORATED
 Facility Location: 221 NE 13TH ST
 POMPANO BEACH, FL 33060-

Contact Name/Address:
 Attn: Dennis Simmons
 TELE-VAC SOUTH INCORPORATED
 221 NE 13 ST
 POMPANO BEACH, FL 33060-

LIQUID WASTE TRANSPORTERS ANNUAL OPERATING PERMIT

DESCRIPTION OF FACILITY/EQUIPMENT

This document, issued under the provisions of Chapter 24, Miami-Dade County Code (Dade County Environmental Protection Ordinance), shall be valid from January 01, 2024 through December 31, 2024. The above named permittee, is hereby authorized to operate as a Liquid Waste Transportation business with the equipment bearing the 8 identifying sticker(s) included with this permit. The above referenced facility location represents the vehicle storage location of said business as reported by the permittee.

This facility is subject to conditions listed below and in the following pages (if any) of this permit.

SPECIFIC CONDITIONS

1. This permit only authorizes the transportation of non-hazardous liquid waste limited to stormwater and septage with the exception of waste from On-Site Sewage Treatment Disposal Systems (OSTDS) including, but not limited to, septic tanks, which are regulated by the Florida Department of Health pursuant to Ch. 62-6, Florida Administrative Code, unless otherwise approved by the Department (DERM).
2. The Permittee shall maintain and report to the Department a current inventory of all vehicles including, but not limited to, tractors, trailers and single unit vehicles (e.g., vac-trucks, etc.) used by the Permittee for the purpose of liquid waste transportation in Miami-Dade County. All vehicles, except for trailers, shall bear a current Liquid Waste Transporters decal issued by the Department which shall be placed in a visible location on the passenger side of the vehicle's windshield. Decals shall remain intact and visible at all times.
3. All liquid waste transportation activities that originate or end in Miami-Dade County shall be documented and reported monthly using Department-approved monthly report forms. Said monthly reports shall be submitted on or before the 20th day of each month and include all transportation activities that were completed between the first and last day of the preceding calendar month. For example, transportation activities completed during the month of June must be reported on or before July 20. The submittal of a monthly report is also required for months where transportation activities were not performed by the Permittee. Monthly reports shall also include payment of permit fees (made payable to Miami-Dade County) that correspond to the total quantity and type of liquid waste transported, in accordance with the latest approved fee schedule. The completed monthly reports, inclusive of the applicable permit fee payment, shall be submitted to: Department of Regulatory and Economic Resources, Attn: DERM Liquid Waste Transporters Program, P.O. Box 12378, Miami, FL 33101-2378.
4. Complete monthly reports shall consist of providing the source name and address, date of collection, quantity of waste, disposal destination, payment of associated fees, and all other applicable information required by the reporting forms.
5. All liquid waste transportation activities that originate or end in Miami-Dade County shall be

Lisa M. Spadafina, Director
 Division of Environmental Resources Management (DERM)
 Miami-Dade County Department of Regulatory and Economic Resources

manifested using the latest Department approved "eManifest" form. The latest version of the eManifest form may be retrieved from <https://www.miamidade.gov/permits/transporter-liquid-waste.asp>.

6. Information documented on the eManifest form shall be reported to the Department electronically on or before the 20th of each month and include all activities that were completed between the first and last day of the preceding calendar month. For example, transportation activities completed during the month of June must be reported on or before July 20. Said information shall be reported using the Department's online eManifest application that may be accessed by using the following link and temporary password: <https://www8.miamidade.gov/apps/rer/LiquidWasteTransporterElectronicManifest/Default>. Temporary Password for new transporters: L@t12345 .
7. Disposal of liquid wastes in Miami-Dade County shall only occur at a Department-approved facility. No liquid waste shall be deposited at any other site or structure.
8. Only those non-hazardous liquid wastes specifically authorized by specific condition #1 of this permit may be transported for disposal to wastewater treatment plants owned and operated by Miami-Dade County. This permit does not constitute authorization for liquid waste disposal at such plants. Miami-Dade County may reject any waste load at the time disposal is attempted by the Permittee.
9. Wastewater treatment plants owned and operated by Miami-Dade County are limited to the acceptance of hauled non-hazardous wastes in the following categories: septage, stormwater, portable toilet waste (not containing formaldehyde and/or formalin), and grease interceptor waste. The disposal of loads at such plants containing wastes not conforming to any of these categories are considered special loads that shall require prior joint and written approval from this Department and the Miami-Dade Water and Sewer Department. Disposal requests for special loads must be submitted in writing, for review and approval, via email to DERMLiquidWaste@miamidade.gov. If approved for disposal, special loads shall be listed separately on the eManifest form as "Other Waste". The Liquid Waste Transporters Monthly Report shall also contain information detailing the name of source, address, date, quantity, and disposal location of the waste contained in each special load.
10. The disposal of hauled liquid waste at wastewater treatment plants owned and operated by Miami-Dade County is subject to the sanitary sewer discharge limitations and pretreatment standards stipulated in Section 24-42.4, Miami-Dade County Code, and other applicable requirements established by Miami-Dade County.
11. All liquid waste transportation equipment shall be maintained in good working order at all times and not leak.
12. All spills must be immediately reported to this Department by the transporter at (305) 372-6955 or via email at EnvironmentalComplaints@miamidade.gov.
13. The Permittee shall only store (park) its liquid waste transportation vehicles on properties whose zoning allows for commercial vehicle storage.

GENERAL CONDITIONS

14. The Permittee, by acceptance of this document, agrees to operate and maintain the subject operation so as to comply with the requirements of Chapter 24 of the Code of Miami-Dade County.
15. If for any reason, the Permittee does not comply with or will be unable to comply with any condition or limitation specified on this document the Permittee shall immediately notify and provide the Department with the following information: (a) a description of and cause of non-compliance; and (b) the period of non-compliance including exact dates and times; or, if not corrected, the anticipated time the non-compliance is expected to continue, and steps taken to reduce, eliminate, and prevent recurrence of the non-compliance. The Permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or revocation of this document.
16. As provided in Section 24-15 of the Code of Miami-Dade County, the prior written approval of the Department shall be obtained for any alteration to this facility.
17. The issuance of this document does not convey any vested rights or any exclusive privileges. Nor does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state or local laws or regulations. Nor does it relieve the Permittee from liability for harm or injury to human health or welfare or property.
18. This document is required to be posted in a conspicuous location at the facility site during the entire period of operation.



OFFICIAL DOCUMENT



Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court • 7th Floor
Miami, Florida 33136-3912
T 305-372-6600 F 305-372-6893

miamidade.gov

Permit No: LW-001094-2024/2024 (ST)
Permit Issued To: TELE-VAC SOUTH INCORPORATED

19. The Permittee must provide written notification to the Department upon ceasing operations at the facility that includes the official date of closure. If the submittal of other information is required by the Department prior to the closure of the facility pursuant to the conditions of this permit, said information must be submitted in accordance with the requirements and applicable timeframes indicated therein.
20. This document is not transferable. A new or modified permit issued by the Department, pursuant to Chapter 24 of the Miami-Dade County Code, is required for any changes or modifications to the name of the Permittee, facility location, or upon sale or legal transfer of the property or facility.
21. The Permittee, by acceptance of this document, specifically agrees to allow access to the named source at reasonable times by Department personnel presenting credentials for the purposes of inspection and testing to determine compliance with this document and Department rules.
22. This document does not constitute an approval by the Department or certification that the Permittee is in compliance with applicable laws, ordinances, rules or regulations. The Permittee acknowledges that separate enforcement actions may be initiated by the Department and that this document does not constitute compliance with orders issued in conjunction with enforcement actions for correction of violations.
23. This document does not indicate a waiver of or approval of any other Department permit that may be required for other aspects of this facility.
24. Failure to comply with any condition of this document, or the requirements of Chapter 24, Code of Miami-Dade County may subject the Permittee to the penalty provisions of said Chapter including civil judicial penalties up to \$25,000 per day per offense and/or criminal penalties not to exceed \$500 per day or, for violations of Section 24-42.4 Sanitary Sewer Discharge Limitations and Pretreatment Standards not to exceed \$2,000 per day and/or sixty (60) days in jail.

My Company Account

My Company Profile

Company Information

Company Name

TeleVac South

Doing Business As (DBA) Name

Company ID

381206

Enrollment Date

May 27, 2015

Employer Identification Number (EIN)

350425541

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

10 to 19

NAICS Code

238

Sector

Construction

Subsector

Specialty Trade Contractors

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Company Addresses

Physical Address

221 NE 13th St
Pompano Beach, FL 33060

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

Number of Sites

1

[Edit Hiring Sites](#)

Company Access

My Company is configured to:

Verify Its Own Employees

My Company has enabled:

E-Verify+

E-Verify+ enabled by:

Patti Goolsby (Apr 28, 2025)

Memorandum of Understanding

[View Current MOU](#)

Terms of Service

[View E-Verify+ Terms of Service](#)

[U.S. Department of Homeland Security U.S. Citizenship and Immigration Services](#)

[Accessibility Plug-ins Site Map](#)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bateman Gordon and Sands 3050 North Federal Hwy Lighthouse Point FL 33064		CONTACT NAME: PHONE (A/C, No, Ext): 954-941-0900 E-MAIL ADDRESS: certs@bgsagency.com FAX (A/C, No): 954-941-2006		
INSURED Tele-Vac South Incorporated and McWinsim LLC 221 NE 13 Street Pompano Beach FL 33060		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Amerisure Mutual Insurance Co.		23396
		INSURER B : Landmark American Insurance Company		33138
		INSURER C : Amerisure Insurance Co.		19488
		INSURER D : Navigators Specialty Insurance Company		36056
		INSURER E :		
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER: 337161140** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	GL20487811802	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	CA12499743002	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			LHA602320	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC20059742301	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A D	Rented & Leased Equipment Pollution Liability			IM13826982502 SF24ECPU00844NC	9/1/2024 9/1/2024	9/1/2025 9/1/2026	Limit: \$100,000 EchCond.Limit/Agg: \$1,000,000 Deductible: \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
DOCUMENT IS NOT COMPLETE UNLESS ACCOMPANIED BY THE ACORD 101.

General Liability: Additional Insured, Primary & Non-Contributory, including On-Going & Completed Operations as required by written contract, per CG7324 0323. Waiver of Subrogation, as required by written contract, per CG7289 0417.
30 Day Notice of Cancellation, Nonrenewal or Material Change - Third Party, when required by written contract, per IL7074 0116.

Auto Liability: Additional Insured and Waiver of Subrogation as required by written contract, per CA7171 0508.
Notice of Cancellation, Nonrenewal or Material Change - Third Party, per IL7074 0116
See Attached...

CERTIFICATE HOLDER

City of Lauderdale-By-The-Sea 4501 Ocean Drive Fort Lauderdale FL 33062	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Bateman Gordon and Sands		NAMED INSURED Tele-Vac South Incorporated and McWinsim LLC 221 NE 13 Street Pompano Beach FL 33060
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Workers Compensation: Waiver of Subrogation, as required by written contract, per WC000313 0484.

Excess Liability: Extends coverage to underlying General Liability, Auto Liability and Workers' Compensation/Employers Liability coverage.

ALL COVERAGES ARE SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS.



Town Commission Agenda Item Report

Meeting Date: May 27, 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 2025-24: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE PURCHASE OF CUSTOM PAVERS FROM EARTH SURFACES OF AMERICA, INC. FOR THE CONNIE HOFFMANN OCEAN PLAZA IN AN AMOUNT NOT TO EXCEED \$34,517.50; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: Constructed in 2012 as part of an overall plan to revitalize the Downtown corridor, Connie Hoffmann Ocean Plaza features intricately fabricated pavers that emulate ocean waves. This signature detail has contributed to the plaza's visual appeal and identity.

Over time, the effects of ocean exposure, heavy pedestrian use, recurring events, and equipment activity have resulted in a noticeable deterioration of several of the signature stone slabs. Due to the accelerated wear observed, staff recommends immediate replacement of the damaged sections to prevent further degradation of the plaza.



At the time of the plaza's construction, no surplus pavers were purchased for future

maintenance needs. Staff spent several months searching for suitable alternatives. However, we have not been able to source an alternative to this material because the pavers were custom-fabricated. To match, we must utilize the original manufacturer, thus making this a sole source purchase.

In accordance with Section IV.A of the Purchasing Manual, the Commission may waive competitive bidding requirements when a product is available from only one source. Staff recommends proceeding with the purchase of the replacement stone and also additional inventory for future repair needs, given the uncertainty of long-term availability from the sole supplier.

The cost of purchasing the three different types of replacement pavers is \$34,517.50, to be procured from Earth Surface of America based in Naples, Florida. Funding will come from the Contingency line item (001-519000-500497) in the General Fund.

Recommendation: Approve Resolution 2025-24: Authorizing the Purchase of customer pavers from Earth Surfaces of America in an amount not to exceed \$34,517.50.

Exhibits:

1. Resolution 2025-24- Stone Purchase

RESOLUTION NO. 2025-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE PURCHASE OF CUSTOM PAVERS FROM EARTH SURFACES OF AMERICA, INC. FOR THE CONNIE HOFFMANN OCEAN PLAZA IN AN AMOUNT NOT TO EXCEED \$34,517.50; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-by-the-Sea (the “Town”) is in need of custom pavers (the “Materials”) to replace damaged sections of the Connie Hoffmann Ocean Plaza stonework to prevent further degradation and maintain the Plaza’s integrity and appearance; and

WHEREAS, Earth Surfaces of America, Inc. (the “Vendor”) is the sole source vendor for the custom pavers and has provided the quote attached as Exhibit “A” (the “Quote”); and

WHEREAS, Section IV.A. “Sole Source Procurement” of the Town’s Purchasing Manual provides that products available from only one source shall be exempt from the competitive bidding requirements provided that certain criteria set forth are all satisfied; and

WHEREAS, Town Staff recommends that the Town Commission approve and authorize the purchase of the Materials from the Vendor; and

WHEREAS, pursuant to Section IV.A. of the Town’s Purchasing Manual, the Town Commission desires to approve the purchase of the Materials from the Vendor in an amount not to exceed \$34,517.50; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the residents of the Town.

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

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

Section 2. Approval. The Town Commission hereby approves the purchase of the Materials from the Vendor in an amount not to exceed \$34,517.50.

Section 3. Authorization. The Town Manager is hereby authorized to execute any purchase order or required documentation for the purchases described in this Resolution, 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 _____, 2025.

Mayor Edmund Malkoon

Attest:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

ESTIMATE

239-435-7875

4/17/2025

Artisan Tile and Marble
Inc.

John Ganley

206 N. Old Dixie Hway

Jupiter,Fl
33458

941-504-3545

johnjganley@gmail.com

chico

Lauderdale by the Sea

chico

John Ganley

50% Deposit / Balance
on Completion

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

Estimate Subject to clients measurements. Prices good for 30 days. Freight costs are additional.

SIGN BELOW TO ACCEPT QUOTE:

AUTHORIZED SIGNATURE

DATE _____



Agenda Item No: 18.c.

Town Commission Agenda Item Report

Meeting Date: May 27, 2025

Submitted By: Ken Rubach, Deputy Town Manager/Public Works Director

Submitting Department: Administration

Item Type: Action Item

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2025-25: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH HITCHCOCK DESIGN GROUP FOR DESIGN SERVICES FOR EL PRADO PARK; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: At the April 8, 2025 Commission Meeting, Hitchcock Design Group (HDG) presented refined concept renderings from the feedback received from residents and the Commission from the initial project meeting. Additional feedback was provided by residents at a second project meeting as well as by the Commission on these refined concepts and has resulted in the design being presented this evening. This next step in the process is to create the design documents for this concept in order to prepare a RFP and then ultimately construct the project.



The scope of services provided under this agreement utilize Hitchcock Design Group to oversee the process along with the following subconsultant partners to provide the services necessary to complete the design.

- Civil Engineering – Flynn Engineering (Lauderdale-By-The-Sea, FL); Exhibit A
- Coastal and FDEP Permitting – Moffat & Nichol (Miami, FL); Exhibit B
- Structural Engineering – Jezerinac Group (West Palm Beach, FL); Exhibit C
- MEP Engineering – JLRD (West Palm Beach, FL); Exhibit D
- Irrigation Design – Bortak Design (Stuart, FL); Exhibit E
- Cost Estimating – WCCI (Orlando, FL); Exhibit F

Permitting & Project Parameters

First, HDG will attend a project brief and understanding call/meeting with the Florida Department of Environmental Protection (FDEP)/Florida Fish and Wildlife Conservation Commission (FWC) to understand any immediate and apparent constraints to the project. Then, we will conduct and host a kick-off meeting with the entire consultant team and Town Staff to discuss, in detail, the requirements and parameters of the El Prado Park Project. HDG will prepare and provide meeting minutes for all project meetings and distribute them to participants.

Final Design

Next, during Final Design, we will prepare 50% and 100% Construction Documents that illustrate the hardscape and landscape improvements and Landscape Construction Documents, including drawings and specifications, that will be used to obtain building permits and competitively bid and construct the proposed improvements.

Currently, we anticipate permitting being required by FDEP/FWC, Broward County, and the Town of Lauderdale-By-The-Sea. We have aligned our scope and fees accordingly to gain these approvals. Once permits are approved, HDG will support the Town during the Bidding and Contractor Negotiation process.

Finally, we will provide Construction Administration Services to ensure the Town's design intent is executed to your satisfaction. HDG is also prepared to support the Town with marketing 3D renderings to use in communications/promotion of the revitalized park.

Schedule

Below is the tentative schedule for the project including construction. Our goal would be to have the project completed in time to utilize El Prado Park for the July 4th festivities in 2026.

- 50% Construction Documents (6 weeks) – June/July 2025
- 1 week Town Review
- Presentation/Update to Town Commission
- Submit FDEP/FWC Permits
- 100% Construction Documents (6 weeks) – August/September 2025
- Permitting (12 weeks) – July-December 2025
- Construction (6-8 months *contractor to verify) – December 2025 – June 2026

Design Costs, Permitting Fees, & Construction Administration Services

The cost of all the services provided above is \$208,873

Construction Cost Estimate

HDG also provided an estimate of construction costs for this project. The current construction estimate is approximately \$1.25 million. Staff recommends purchasing long lead time items in this current fiscal year, such as decorative pavers, lighting components, and other structural materials, much like we did for the Downtown Revitalization project, in order to expedite the construction schedule. Any remaining funds from this year's project line item would be transferred to FY26 and any additional funds needed to complete construction will be proposed in FY26 later this year during the budget review process.

Recommendation: Approve Resolution 2025-25: Approving a Work Authorization with Hitchcock Design Group for Design Services for El Prado Park; Authorizing the Town Manager to execute the Work Authorization.

Exhibits:

1. Resolution 2025-25- Hitchcock Design Group-El Prado Park

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A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH HITCHCOCK DESIGN GROUP FOR DESIGN SERVICES FOR THE EL PRADO PARK 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”); 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 Hitchcock Design Group (the “Consultant”) for professional landscape architecture services; and

WHEREAS, pursuant to Resolution 2024-59, the Town entered into a continuing professional services agreement with the Consultant (the “Continuing Contract”); and

WHEREAS, on January 14, 2025, the Town Commission adopted Resolution No. 2025-02, approving a work authorization with the Consultant for landscape architecture and preliminary design services for the El Prado Park Project (the “Project”); and

WHEREAS, on May 27, 2025, the Consultant presented and the Town Commission approved the final conceptual design for the Project; and

28 **WHEREAS**, the Town requires professional design services to develop detailed
29 construction documents based on the approved concept (the “Services”), which will be used to
30 prepare a Request for Proposals (RFP) and facilitate the eventual construction of the Project; and

31 **WHEREAS**, in accordance with the terms of the Continuing Contract, the Town solicited
32 and the Consultant submitted a proposal, attached hereto as Exhibit “1,” to provide the Services
33 for the Project in the amount of \$208,873 (the “Proposal”); and

34 **WHEREAS**, Town staff recommends utilizing the Consultant for the Services related to
35 the Project; and

36 **WHEREAS**, the Town Commission wishes to issue a work authorization to the Consultant
37 for the Services in an amount not to exceed \$208,873, consistent with the Consultant’s Proposal
38 and the Continuing Contract previously entered into between the Town and Consultant (the “Work
39 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 Consultant 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 Manager is hereby authorized
47 to issue the Work Authorization to the Consultant for the Services described in the Proposal
48 attached hereto as Exhibit “1.”

49 **Section 3. Authorization to Execute the Work Authorization.** The Town Manager
50 or designee is authorized to execute the Work Authorization with the Consultant, together with

51 such non-substantial changes as are acceptable to the Town Manager and approved as to form and
52 legal sufficiency by the Town Attorney.

53 **Section 4. Authorization to Implement.** The appropriate Town officials are
54 authorized to execute all necessary documents and to take any necessary action to effectuate the
55 intent of this Resolution.

56 **Section 5. Effective Date.** This Resolution shall become effective immediately upon
57 passage and adoption.

PASSED AND ADOPTED this __ day of _____ 2025.

Mayor Edmund Malkoon

Attest:

Katrina Adler, Town Clerk
APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



May 13, 2025

Ken Rubach
Deputy Town Manager/Public Works Director
Town of Lauderdale-By-The-Sea (FL)
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida, 33308
e-mail: kenr@lauderdalebythesea-fl.gov
T. 954.640.4233

RE: El Prado Park Project – Landscape Architecture & Design Services

Dear Ken,

Thank you for the opportunity to provide this Landscape Architecture design proposal to the Town of Lauderdale-By-The-Sea for the El Prado Park Project. This proposal is in accordance to contract RFQ No. 2024-0701 and resolution No. 2024-39 adopted on September 18, 2024. Hitchcock Design Group [HDG] has enjoyed working with the Town, the Community, and the Commission to create the conceptual design and vision of El Prado Park over the past few months! Now, to help bring the vision to reality, we have outlined our understanding of the current scope of services needed by your team, which includes full services delivery of detailed design drawings (50% CD and 100% CD), Permitting and Bid assistance and Construction Administration services as they pertain to Landscape Architecture. We have included fees and scope for Civil Engineering, MEP Engineering, Structural Engineering, Cost Estimating and Irrigation Design through our partnership with the required consultant team to help make this project a success. Their detailed scope of services can be found in the supplemental Exhibit(s) A-E.

PROJECT UNDERSTANDING

We appreciate you taking the time to walk the site and explain the project's expectations to us including some background on the site itself. This has been extremely helpful to understanding the program and goals of the project and allowing us to provide a thorough scope of services proposal.

General Project Information:

- **El Prado Park** is located at 4500 El Mar Dr, Lauderdale-By-The-Sea, FL 33308
- **Size:** ~0.60 acres



General scope limits are outlined in **RED**.



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Based on our collaboration with you, community and resident feedback, and direction from the Town Commission, as it pertains to the design, we anticipate the following programmatic design items to be the focus:

- Develop and an all-new site design (hardscape, landscape) with Mid-Century Modern vernacular. Some of the initial program is as follows:
 - a. Open Lawn (grass area)
 - b. New landscape. *This palette should be coastal hardy and tolerant (salt, wind, shade/sun).*
 - c. Hammock Grove
 - d. Utilize Adirondack chairs and umbrellas in new design, where possible
 - e. New chairs, tables, litter bins, bike racks
 - f. Refinish existing wall
 - g. New El Prado Park sign(s)
 - h. New Shower & Drinking Fountain
- Maximize Park Limits (north and south boundaries)
 - a. Screening/Buffers with adjacent Properties (north and south)
- Ensure adequate Drainage and SWM
- Iconic LBTS “Instagram” moment
- New Site Lighting to be FWC/Sea-Turtle Friendly
- Design of Mid-Century Modern Shade Structure
- Maintain resident designated parking spaces along El Mar Drive.
- Urban Interactive Water Feature
- Utility considerations for:
 - a. Stage/events/markets
 - b. Built-in speakers
 - c. Camera(s)
 - d. Beach Shower(s) / Drinking Fountain(s)
 - e. Electrical/GFI Receptacles/Outlets



HDG assumes the following for the basis of this proposal:

- HDG (Prime Consultant) will lead and coordinate with other project consultants for their work scope as they relate to the design elements within this project (survey, civil, structural, irrigation and MEP engineers).
- HDG will design all exterior scope related items to meet Federal ADAAG and state accessibility requirements, however, we assume that the effort to submit the project for review will be performed by Civil Engineer.
- HDG has excluded document revisions relating to design-build contractor work scope, submittals, or design changes.
- In addition to the list of exclusions (listed here within) HDG has excluded document revisions to include as-built information.



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SCOPE OF SERVICES

We understand that along with the requirements of the project, The Town of Lauderdale-By-The-Sea requests Hitchcock Design Group, the Prime Consultant, along with our design partners, provide design services including 50% and 100% Construction Documents as part of this proposal. Construction Administration, assistance with obtaining local permits and regulatory permitting, and bid support are also included.

A detailed approach to our (HDG) Scope of Services can be found following this proposal.

The project, based on the current scope of services anticipated, will require the following design consultant partners. Their complete Scope of Services can be found in the supplemental corresponding exhibits at the end of this proposal.

- **Civil Engineering** – Flynn Engineering (Lauderdale-By-The-Sea, FL); **Exhibit A**
- **Coastal and FDEP Permitting** – Moffat & Nichol (Miami, FL); **Exhibit B**
- **Structural Engineering** – Jezerinac Group (West Palm Beach, FL); **Exhibit C**
- **MEP Engineering** – JLRD (West Palm Beach, FL); **Exhibit D**
- **Irrigation Design** – Bortak Design (Stuart, FL); **Exhibit E**
- **Cost Estimating** – WCCI (Orlando, FL); **Exhibit F**

First, HDG will attend an project brief and understanding call/meeting with the Florida Department of Environmental Protection (FDEP)/Florida Fish and Wildlife Conservation Commission (FWC) to understand any immediate and apparent constraints to the project. Then, we will conduct and host a kick-off meeting with the entire consultant team and Town Staff to discuss, in detail, the requirements and parameters of the El Prado Park Project. *HDG will prepare and provide meeting minutes for all project meetings and distribute them to participants.*

Next, during Final Design, we will prepare 50% and 100% Construction Documents that illustrate the hardscape and landscape improvements and Landscape Construction Documents, including drawings and specifications, that will be used to obtain building permits and competitively bid and construct the proposed improvements.

Currently, we anticipate permitting being required by FDEP/FWC, Broward County, and the Town of Lauderdale-By-The-Sea. We have aligned our scope and fees accordingly to gain these approvals. Once permits are approved, HDG will support the Town during the Bidding and Contractor Negotiation process.

Finally, we will provide Construction Administration Services to ensure the Town's design intent is executed to your satisfaction.

HDG is also prepared to support the Town with marketing 3D renderings to use in communications of the revitalized park.

EXCLUDED SERVICES

Hitchcock Design Group is currently excluding the following services. However, many of these can either be provided in-house, or HDG can tap our deep local and national bench of consultants and/or work with other professionals on your continuing services pool to provide any services required:

- Architectural Design of Structures
- Site Survey
- Arboriculture/Arborist services
- Entitlements or Land-use Attorney Services
- Construction and implementation of proposed improvements
- As-Built Drawings or Building Information Modeling (BIM)
- Preparation and stamping of shop drawings shall be by the contractor's engineer.



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SCHEDULE

HDG anticipates the effort outlined in the Scope of Services to occur over the span of 18-24 weeks depending on the efficiency of permitting, bidding & negotiations, and the contractor's timeline on construction.

- 50% Construction Documents (6 weeks) – June/July 2025
 - 1 week Town Review
 - Presentation/Update to Town Commission
 - Submit FDEP/FWC Permits
- 100% Construction Documents (6 weeks) – August/September 2025
- Permitting (12 weeks) – July-December 2025
- Construction (6-8 months *contractor to verify) – December 2025 – June 2026

PROFESSIONAL FEES

Based on the Scope of Services, the fees to complete the work as outlined are as follows:

Phase	Hitchcock Design Group (Prime Consultant Landscape Architecture)	WCCI (Cost Estimating)	Flynn Engineering (Civil)	Bortak Design (Irrigation)	JLRD (MEP)	Jezerinac Group (Structural)	Moffat & Nichol (Coastal / FDEP)	Fee
Professional Renderings	\$3,000	---	---	---	---	---	---	Fixed
50% Construction Documents	\$24,200	\$7,429	\$13,650	\$525	\$6,300	\$3,150	\$3,255	Fixed
100% Construction Documents	\$15,200	\$7,429	\$15,750	\$525	\$6,300	\$2,625	---	Fixed
Permitting	\$15,500	---	\$7,7875	---	---	---	\$20,790	HNTE
Bidding Support	\$3,900	---	---	---	---	---	---	HNTE
Construction Administration	\$27,300	---	\$4,200	\$1,680	\$4,515	\$3,255	\$10,500	HNTE
Sub-Total (Consultant)	\$89,100	\$14,858	\$41,475	\$2,730	\$17,115	\$9,030	\$34,545	

Total Design Fee: **\$208,873**

Reimbursable expenses (printing, and courier) will be invoiced in addition to the professional service fees. We recommend setting aside \$3,000 for these expenses.

Hitchcock Design Group team members attending additional In-person meetings or presentations, at the request of the Town, will be billed out at the agreed hourly rate(s):

- Principal - \$235.00/hr.
- Senior Associate - \$195.00/hr.
- Associate - \$160/hr.
- Junior Associate - \$145.00/hr.

PROJECT TEAM

I will manage our work locally from our Coral Springs office and will work with our team and other members of our firm, as needed in order to advance the work in a timely way. HDG will lead our consultants to ensure smooth and seamless project delivery for the Town.

Thank you again for the opportunity to work with you and the Town of Lauderdale-By-The-Sea. If you have any questions or wish to discuss this proposal further, please do not hesitate to call.

Sincerely,

Hitchcock Design Group

Alexander C. Fenech

Principal

Hitchcock Design Group | 1999 N. University Drive, Suite 202 | Coral Springs, Florida 33071



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Scope of Services

LANDSCAPE ARCHITECTURAL SERVICES

GENERAL PROJECT ADMINISTRATION

As the Prime Consultant, we will manage the performance of our own work and lead the design consultants throughout the term of the contract by providing the following services:

A. Communications

1. Schedule, create agendas and summarize the highlights of periodic meetings
2. Rehearse, attend and present at public forums identified
3. Collect and disseminate communications from other parties
4. Periodically inform Town Staff about our progress

B. Schedules

1. Create, periodically update and distribute the project schedule
2. Coordinate the activities of our staff and our consultants

C. Staffing

1. Select and assign staff members and consultants to appropriate tasks and services
2. Prepare and administer consultant agreements

D. File Maintenance

1. Establish and maintain appropriate correspondence, financial, drawing and data files
2. Obtain appropriate insurance certificates from consultants
3. Maintain appropriate time and expense records

The sub-consultant team's detailed scope of services can be found in the supplemental Exhibits (A-E) at the end of this proposal:

- **Civil Engineering** – Flynn Engineering (Lauderdale-By-The-Sea, FL); **Exhibit A**
- **Coastal and FDEP Permitting** – Moffat & Nichol (Miami, FL); **Exhibit B**
- **Structural Engineering** – Jezerinac Group (West Palm Beach, FL); **Exhibit C**
- **MEP Engineering** – JLRD (West Palm Beach, FL); **Exhibit D**
- **Irrigation Design** – Bortak Design (Stuart, FL); **Exhibit E**
- **Cost Estimating** – WCCI (Orlando, FL); **Exhibit F**

MARKETING SUPPORT SERVICES

The goal for this part of the agreement is to finalize the landscape program and reach consensus on a preliminary design approach for the proposed improvements.

A. Renderings

Objective: Develop marketing level renderings for the Town's use and promotion of the El Prado Park Project.

Process: Hitchcock Design Group will:

1. Create up to three (3) marketing level renderings for the use and reproduction of the Town.

Deliverable: Up to three (3) marketing level renderings (JPEG).



FINAL DESIGN SERVICES

C. 50% Construction Documents

Objective: Based on the approved Schematic Plan, and in close collaboration with the Project Team, finalize the design of the hardscape and landscape improvements and prepare the documents that will be used to receive the required building permits.

Process: Hitchcock Design Group will:

1. In close collaboration with the Project Team, update the base map and finalize Hardscape 50% Construction Documents including plan view drawings, cross sections and plan specifications illustrating and describing the final size, horizontal and vertical organization, materials and/or finishes of the proposed hardscape improvements including:
 - a. Sidewalks and pedestrian connections include special pavement materials.
 - b. Design of Mid-Century Modern Shade Structures
 - c. Interactive Water Feature
 - d. Signage/Wayfinding
 - e. Monument/Iconic LBTS Signage
 - f. Hammock Grove
 - g. Social Lounge Area (Bar Top)
 - h. Landscape lighting (Circuitry by MEP consultant)
 - i. Site furnishings
2. Using the updated base map, finalize Landscape 50% Construction Documents including plan view drawings and narrative/plan specifications for the proposed landscape improvements including:
 - a. Limits of irrigation
 - b. Use of Natives, where possible
 - c. Open Space Lawn Area
 - d. Trees and ornamental plant material
 - e. Turf and other groundcovers
 - f. Plant list and details
3. HDG intends to pick up refinement of hardscape materials selection and design in this phase. This phase will also include all drawings and documentation necessary to further define the site design.
 - a. Development and expansion of the approved Schematic Design landscape and hardscape package (including preparation of drawing specifications and a fully coordinated set of 50% Construction Drawings) and provide a comprehensive bid package, as required. Including, but not limited to hardscape construction, landscaping, site furnishings.
 - b. Provide a refined plant material palette and species selection
 - c. Layout, specify and detail site furnishing including trash receptacles, benches, tables, chairs, flag poles, umbrellas, bollards, charging stations, connectivity bollards, and other furnishings, as required and approved by the Town.
 - d. Provide preliminary design layout, details, and preliminary material selection of paving surface areas. Drawings will be sufficient to secure pricing for construction.
4. Throughout and upon completion of the 50% Construction Document phase, the design team will review the estimate of probable costs pertaining to HDG's scope of deliverables. This estimate will be used as a basis and benchmark for contractor bidding.
5. HDG will complete landscape design development drawings and details for, but not limited to the following.
 - a. Hardscape Plans – Illustrating all paved pedestrian and special pedestrian area surfaces including materials, pavement patterns, overhead shade structures/pavilions (structural Eng. by team consultant), low seat walls, colors, textures, and product selection.



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- b. Planting Plans – Illustrating all trees, palms, shrubs and ground covers, indicating size, quality, quantity, colors, planting techniques and their location in each area.
 - c. Lighting Diagram - Fixture selection only; circuitry and engineering by team MEP
 - d. Landscape 50% Construction Details
 - e. Landscape Technical Notes
6. Review of our recommendations with the Project Team and Client.
7. Revise and submit our recommendations to Town staff for review and comment.

Meetings: HDG will attend up to:

- **Two (2) virtual meetings** to coordinate and review design progress with the Town and the Town's Representative(s).

Additionally, HDG will lead and attend virtual meetings to coordinate and review progress and coordinate with the design team, as needed.

Deliverable: Hardscape and Landscape Design Development Plans (24"x36" TBD, AutoCAD files) for use, reproduction and submittal.

1. For this task, HDG will make one (1) 50% Construction Document package submittal. Additional submittals will be considered additional services. The Town's comments on the 50% Construction Document submittal will be incorporated in the 100% Construction Document stage.
2. Deliverables: (overlap with CD Deliverables)
 - a. Cover Sheet and Drawing Index
 - b. Key Plan Sheet
 - c. Demolition Plans (as they pertain to Landscape related elements)
 - d. Hardscape Plans
 - e. Hardscape Plan Enlargements
 - f. Hardscape Detail and Note Sheets
 - g. Lighting (fixture selection only; circuitry and engineering by MEP consultant)
 - h. Planting Plans
 - i. Planting Plan Enlargements
 - j. Planting Detail and Note Sheets
 - k. Other site detail sheets, as needed

D. 100% Construction Documents

Objective: Finalize the construction documents that will be used to construct the approved hardscape and landscape improvements.

Process: Hitchcock Design Group will:

1. Using updated base maps, finalize Landscape 100% Construction Drawings and Specifications that will be used to bid and construct the approved hardscape and landscape improvements including:
 - a. Sidewalks and pedestrian connections include special pavement materials.
 - b. Design of Mid-Century Modern Shade Structures
 - c. Interactive Water Feature
 - d. Signage/Wayfinding
 - e. Monument/Iconic LBTS Signage
 - f. Hammock Grove
 - g. Social Lounge Area (Bar Top)
 - h. Landscape lighting (Circuitry by MEP consultant)
 - i. Site furnishings
- b. Limits of Irrigation
- c. Mulch, soil, structural soil and planter insulation



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- d. Trees and ornamental plant material
 - e. Turf and other groundcovers
 - f. Plant list and details
2. The 100% Construction Documents phase shall consist of the completion of all the landscape and hardscape documents.
3. Detailed coordination with the Town and all other project Team consultants and specialty consultants shall be continued during this phase. As part of this coordination, an internal review shall be performed relative to all disciplines affecting this scope of work to ensure quality control and minimize conflicts.
4. These drawings and plan (drawing) specifications will fully describe all project component relationships and construction methodology. They will indicate material selection, finishes, furniture, hardware, and product specification, as well as providing full detailing needed to construct the project.
5. HDG will complete 100% Construction Drawings, details and technical notes needed for bid, based on local requirements which can be bid on by the contractor, but not limited to the following:
 - a. Hardscape Plans – Illustrating all paved pedestrian and special pedestrian area surfaces including materials, pavement patterns, overhead shade structures/pavilions (structural Eng. by others), fencing, gates, low seat walls, colors, textures, and product selection.
 - b. Planting Plans – Illustrating all trees, palms, shrubs and ground covers, indicating size, quality, quantity, planting techniques and their location in each area.
 - c. Lighting Diagram - Fixture selection only; circuitry and engineering by MEP
 - d. Landscape 100% Construction Details
 - e. Landscape Technical Notes
6. Detailed coordination with the Town and Town's Project Team shall be continued during this phase. As part of this coordination, an internal review shall be performed relative to all disciplines, if needed, affecting this scope of work to ensure quality control and minimize conflicts.
7. Submit final 100% Landscape Construction Drawings and Specifications to the Town.

Meetings: HDG will attend up to:

- **Two (2) virtual meetings** to coordinate and review design progress with the Town and the Town's Representative(s).

Additionally, HDG will lead and attend virtual meetings to coordinate and review progress and coordinate with the design team, as needed.

Deliverable: 100% Landscape Construction Drawings and Specifications (ACAD and PDF files) for use and reproduction

E. Permitting Support

Construction for certain aspects of the project will require permitting from a variety of departments and agencies within the Town of LBTS, Broward County, and the State of Florida. It will be essential to understand and define the requirements in the early stages of design to allow HDG to develop its landscape and hardscape plans & details to the best of its understanding of the required parameters.

The HDG team will format the appropriate Construction Documents and site plan information created in the previous phases to develop the following submittals and will participate in meetings, as related to the site work for this project:



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- Town of Lauderdale-By-the-Sea Permit & Building Permit Approvals, If needed
- Broward County
- Florida Department of Environmental Protection (FDEP)
 - Florida Fish & Wildlife Conservation Commission (FWC)
- Florida Department of Transportation (FDOT), if needed

Meetings: HDG will attend up to:

- **One (1) virtual meeting** with the Town Building department to review plans, as required.
- **Three (3) virtual meetings** with permitting agencies, as required.
- **One (1) in-person meeting** with FWC/FDEP, on site, as required.

Additionally, HDG will lead and attend virtual meetings to coordinate and review progress and coordinate with the design team, as needed.

Deliverables: All Documents will be delivered in 24"x36" as a digital copy to (include all applicable AutoCAD and PDF documents).

1. HDG assumes one (1) round of revisions of building department for comments.
Multiple rounds of comment reviews and submittals will be subject to additional services.

F. Bidding and Negotiation

Objective: Help the Town select a qualified contractor to construct landscape improvements.

Process: Hitchcock Design Group will:

2. Recommend reputable contractors for consideration, if needed.
3. Answer questions and issue Written Addenda and/or sketches when appropriate, to all bidders regarding changes to or clarifications of the Contract Documents, if needed.
4. Review the bids and prepare a Landscape Bid Tabulation and Landscape Contract Award Recommendation, if needed.

Meetings: HDG will attend up to **one (1) virtual Pre-Bid meeting and one (1) virtual Bid Opening Meeting** to coordinate and review progress with the Town and the consultant team for each project.

Deliverable: Written Addenda and/or sketches and Landscape Contract Award Recommendation (electronic PDF) for Developer use and reproduction, if needed.

CONSTRUCTION PHASE SERVICES

The goal for this part of the engagement is to help the Town get the improvements constructed. Following award of the work to a Contractor, Hitchcock Design Group will provide Construction Services until Final Acceptance of the work, or until 60 days after Substantial Completion of the work, whichever occurs first.

A. Construction Administration

Objective: The objective is to help you finalize and administer your construction contract with the Contractor.

Process: Following your award of the work to a Contractor, the Hitchcock Design Group team will provide these Construction Services until Final Acceptance of the work, or until 60 days after Substantial Completion of the work, whichever occurs first:



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[Construction Meeting #1: Staff / Contractor] **Conduct a Pre-Construction Meeting with the Town and the Contractor to review:**

- i. Contractor mobilization and staging
- ii. Contractor schedules
- iii. Contractor submittals
- iv. Responsibilities
- v. Communications
- vi. Payment procedures

Issue Interpretations or Clarifications of the Contract Documents when requested by the Town or the Contractor.

Prepare recommendations for construction Change Orders, as requested by:

- a. The Town, because of a change that you wish to make to the scope of the Contractor's work
- b. The Contractor because of the discovery of job site conditions that were concealed or unknown when the Town / Contractor Agreement was executed, as approved by you

Review Submittals and Shop Drawings, product data and material samples which the Contractor is required to submit for the limited purpose of determining their general conformance with the design concept and information contained in the Contract Documents.

Visit Nurseries local to the project site (within a one (1) day period) with the contractor to select certain, specified plant materials including:

- a. Assumed one (1) day of nursery visits.
- b. Shade, ornamental and evergreen trees
- c. Representative shrubs

Prepare written Payment Recommendations upon review of Contractor's monthly payout applications.

Deliverables: Clarifications, Change Orders, Submittal Review, Testing Review, Payment Recommendations

B. Construction Observation

Objective: The objective is to become familiarized with the progress and quality of the Contractor's work and to determine if the work is proceeding in general conformance with the Contract Documents.

Process: During construction, we will:

1. [Construction Meetings #2 - #9: Staff / Contractor] **Assuming a 6–8-month construction period, participate in virtual OAC meetings every week and or eight (8) total construction site visit/progress meetings budgeted) with Town Staff and the contractor to become familiarized with the progress and quality of the Contractor's work and to determine if the work is proceeding in general conformance with the Contract Documents.**
 - a. We anticipate twenty (20) virtual OAC Meetings during this time.
2. **Prepare Field Reports of the progress meetings at the site with you and the Contractor.**

Deliverables: Field Reports



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C. Contract Close-out

Objective: The objective is to help the Town close out its construction contract with the Contractor.

Process: After the Contractor notifies the Town that the work is Substantially Complete, Hitchcock Design Group will:

1. [Construction Meeting #10: Staff / Contractor] **Participate in one (1) site visit to conduct a walk through and prepare a Punch List upon substantial completion of the construction of the work documented by us.**
2. **Review Contract Close-out Submittals required as provided by the Contractor, such as but not limited to:**
 - a. Operating and maintenance manuals
 - b. As-built record drawings
 - c. Labor and material lien waivers
 - d. Payment applications
3. [Construction Meeting #11: Staff / Contractor] **Participate in one (1) site visit to conduct a walk through to verify completion of a punch list items and Establish Final Acceptance.**
4. **Prepare Final Payment Recommendations regarding the Contractor's request for acceptance of substantially and finally completed work.**

Deliverables: Punch List, Closeout Submittal Review, Final Payment Recommendation

OPTIONAL ADDITIONAL SERVICES

Services and meetings not specified in this Scope of Services will be considered Additional Services. If circumstances arise during HDG's performance of this Scope of Services that HDG believes require Additional Services, HDG will promptly notify Town about the nature, extent and probable additional cost of the Additional Services, and perform only such Additional Services following Town's written authorization.



Standard Billing Rates and Expenses

BILLING RATES

Senior Principal	\$265
Principal	\$235
Senior Associate	\$195
Associate	\$160
Junior Associate	\$145

Reimbursable Expenses

In addition to our standard hourly rates, we invoice qualified sub-consultant fees, travel, and reproduction expenses per the terms of our agreement with mileage invoiced at the current IRS reimbursement rate.

EXHIBIT A

May 1, 2025

Alex Fenech
Hitchcock Design Group
afenech@hitchcockdesigngroup.com
754-277-4254

Re: **EL PRADO PARK, LAUDERDALE BY THE SEA**
Proposed Outline Agreement for Engineering Services

Dear Alex,

Following is an outline proposal for civil services for the noted project based on your current site plan you shared in your 4/30/25, option B. The site is in Lauderdale by the Sea on El Mar Drive at the existing El Prado park. The project includes a complete reworking of the existing park as noted in your concept option B. This proposal is for construction documents and related permitting for civil related to the building permit. We assume that DRC or site plan approval is not required.

I. CONSTRUCTION DOCUMENTS**A. CIVIL ENGINEERING**

1. Pavement Marking & Signage Plan
2. Paving, Grading, & Drainage Plan – Assumes no offsite turn lanes/bus bay, or offsite roadway improvements – other than on-street parking
3. Water and Sewer Plan – On-site only - Assumes offsite improvements are not required and that adequate service to the site is available. Any off-site water and sewer improvements, not listed herein, if required, will be additional services.
4. Paving & Drainage and Utility Details
5. Specifications
6. NPDES/SWPP Plan

II. PERMITS

1. Broward County EPD – Drainage

II.A. MEETINGS

Attendance at public hearings, design team meetings, conference calls, site plan reviews, Planning and Zoning, City Commission, etc. is limited to 5 meetings.

II.B. FRANCHISE UTILITY COORDINATION

Coordinate with local utility companies (FPL, AT&T, and Cable) for service provisions. We will assist your staff on an as needed basis.

II.C. EASEMENT COORDINATION & MAINTENANCE AGREEMENT

We will assist your office as needed to coordinate any required easement dedications with the City and County. You will hire a surveyor to prepare the exhibits and the attorney for any legal/title work and we will coordinate and process with both the City and County, if needed.

III. CONSTRUCTION OBSERVATION

In general our services will include:

1. Miscellaneous Site Visits
2. Review pay requests from Contractor related to civil engineering work
3. Final certifications to Permit Agencies listed above
4. Review as-builts supplied by contractor

Construction related activities will be invoiced hourly with a fee estimate noted below.

IV. COMPENSATION

I. CIVIL ENGINEERING – Construction Docs.

50% CDs

100% CDs

II. PERMIT #1

II.A. MEETINGS

II.B. FRANCHISE UTILITY COORDINATION

II.C. ESMT COORD/MAINT. AGREEMENT

III. CONSTRUCTION OBSERVATION

IV. REIMBURSABLES

- * Fees noted above as “Time Card Estimates” are estimates only. Final billing may be more or less than these estimates based on actual time spent on each task.

Schedule of Hourly Rates

Classification	Billing Rate \$ / Hour
1. Firm Principal	\$325.00
2. Professional Engineer/Surveyor	\$275.00
3. Graduate Engineer	\$225.00
4. Computer Drafter	\$160.00
5. Clerical	\$ 80.00
6. Expert Witness/Litigation Support	\$450.00
7. Sr Planner	\$250.00
8. Jr Planner	\$185.00
9. Engineering Intern	\$100.00

This proposal does not include City and regulatory agency building permit fees, permit application fees, project impact fees or utility connection fees. Traffic study, if required, is not included. Printing required for Agency review and contract plan sets will be billed at cost plus 10%. All normal reimbursables will also be billed at cost plus 10%.

Conceptual site plan and survey supplied by your office. Soils testing and exfiltration test supplied by others.

Traffic signal design or modifications, FPL relocation, BellSouth relocation, CATV relocation, gas relocation, etc. are not included in our services. The following items are also not included:

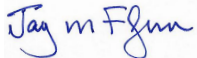
1. Assistance to the Architect/Owner in obtaining base information.
2. Revisions to plans, which deviate from the approved site plan.
3. Design and permitting of any off-site improvements, not noted herein.
4. Permitting assistance or studies of off-site areas surrounding the site, not noted herein.
5. Additional construction observation services not considered normal and customary.
6. Aerial photography
7. Surveying services for boundary, topography, platting, and record drawings.
8. Platting services
9. Environmental pollution investigation
10. Subsoil investigation
11. Testing
12. Permit extensions
13. Easement and legal descriptions
14. Special reports
15. Re-inspecting for failed inspections, i.e., pressure tests, limerock inspection, etc.
16. Traffic studies, traffic signal relocations/ modifications
17. Structural Design
18. Landscape and Irrigation Design
19. Lighting Design

If you have any questions, please feel free to contact me.

Please sign and return by email this letter for us to initiate the work.

Sincerely,

FLYNN ENGINEERING SERVICES, P.A.



Jay M. Flynn, P.E.

APPROVED: _____

PRINT NAME & TITLE: _____

DATE: _____

PURSUANT TO FLORIDA STATUTE 558.0035, A DESIGN PROFESSIONAL, AS DEFINED IN FLORIDA STATUTE 558.002, ACTING AS AN INDIVIDUAL EMPLOYEE OR AGENT OF FLYNN ENGINEERING SERVICES, PA MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.



2937 SW 27th Avenue, Suite 101A
Miami, FL 33133

(305) 230-1924
www.moffattnichol.com

December 9, 2024

Mr. Alex Fenech
Hitchcock Design Group (HDG)
1999 N. University Drive, Suite 202
Coral Springs, Florida 33071

via email: AFenech@HitchcockDesignGroup.com

Subject: Consulting Services relative to Coastal Construction Permitting for the Proposed El Prado Park Improvements Project, Town of Lauderdale-by-the-Sea, Broward County, Florida

Dear Mr. Fenech:

Pursuant to our discussions, this is to submit a proposal for consulting services relative to Florida Department of Environmental Protection (FDEP) Coastal Construction Control Line (CCCL) permitting for the proposed El Prado Park Project (Project) located at 4500 El Mar Drive. It is our understanding that the Project scope is to include larger lawn area(s), new landscape, a potential Hammock Grove, a more prominent area for existing picnic tables, refinishing of the existing wall, outdoor furniture such as Adirondack chairs and umbrellas, replacement of the two (2) existing shade structures, utilities and marine turtle-friendly lighting. The following outlines the initial scope of work to be provided by Moffatt & Nichol, Inc. (M&N) for Hitchcock Design Group (HDG) (Prime Consultant/Client) for the Town of Lauderdale-by-the-Sea (Town):

Part 1 – Initial Design Review/Strategy

M&N will review site aerial photography, previously issued FDEP permits for the site/area, available surveys (note that an updated survey which meets FDEP criteria will be required for CCCL permitting purposes), and available design drawings to evaluate permitting feasibility and identify potential areas of opportunity or concern relative to FDEP CCCL permitting regulations and policies. M&N will provide guidance to the Client's surveyor relative to production of the required FDEP-compliant survey of the street end sites. M&N will also advise the Client and the design team regarding key Project elements that may affect the level of complexity and/or timing relative to the FDEP CCCL permitting process.

This scope is based on an estimated 2-week design review process. A fee budget is provided based on approximately 15 hours of services (will vary depending on staff rate; see Rate Schedule); the Client will be advised if additional budget is required due to design or other scope changes. The fee estimate includes one (1) Client meeting during the Schematic Design process to review and discuss the design elements in the context of the FDEP CCCL regulations. Any additional meetings required will be provided under Part 4 of this agreement up to the authorized budget. If additional budget is required due to revised design concepts or strategy, Client/design

team coordination requests, additional data collection requirements or other factors, the Client will be advised, and an addendum scope of work will be provided.

Part 2 – FDEP CCCL Permit

This scope assumes the following:

- All design scope will be submitted as one permit application.
- The design process will move forward on a linear/consistent basis, without design modifications or significant gaps of time.
- No improvements will be proposed that exceed standard FDEP criteria and the Project team will provide any design modifications necessary to meet those standard criteria. If the Client would like to evaluate alternative designs or to pursue a modified design during the permitting process, additional budget may be required and will be addressed under an addendum scope of services.
- M&N will not need to make repeat plan formatting and other information requests of the design team.
- No dune impacts or dune restoration are proposed.
- Client to provide a FDEP-compliant survey of the subject site.
- The FDEP will agree that proposed structures comply with the minor structure definition and will not require compliance with Line of Construction or 30-year Erosion Projection major structure setback criteria.
- Excavated material associated with the proposed activities will be kept to the minimum required and will be maintained onsite in the immediate Project vicinity.
- Excavation and fill plans will be provided by the Project civil engineer.
- M&N cannot guarantee permit issuance for a particular design.
- While best efforts will be made to meet the Client's Project schedule, the FDEP has 90 days following permit application file completion to render their agency action and the FWC staff are tremendously backlogged which is currently resulting in long review timeframes.

- a. **FDEP CCCL Permit Application:** M&N will prepare and submit an FDEP CCCL permit application package for the Project. This application package will include all proposed Project improvements. Prior to preparation of the FDEP CCCL permit application, M&N will prepare and issue a CCCL Guidance Package outlining those items required to complete a CCCL permit application, including plan content and formatting requirements. A checklist of the items will be prepared and updated periodically to assist the Client/Project team in tracking status/progress.

The Client will provide M&N with a copy of a recorded warranty deed or other FDEP-accepted ownership documentation for the subject property, an executed permit application form designating M&N as the authorized agent, and an FDEP permit application fee (amount to be confirmed). The Client will provide M&N with an electronically signed and sealed set of the Project plans and topographic survey meeting the standard requirements of the FDEP. Additional appropriate plans will be provided per direction from M&N, such as civil, excavation/fill, landscape/hardscape, structural plans and lighting plans. The plans must be provided in PDF format with an electronic seal and signature by a registered professional engineer or architect; the survey must be electronically signed and sealed by a registered land surveyor or PSM. The Client will obtain a letter from the local municipality indicating their approval and confirming that the Project "does not contravene local setback requirements or

zoning codes”.

- b. FDEP CCCL Permit Processing:** M&N will maintain contact with FDEP staff to advise them of the details of the proposed Project and identify any areas of staff concern, as well as expedite their processing of the application. M&N will review available Project plans as they develop relative to their compliance with FDEP criteria and advise the Client and/or Project architect and and/or design team regarding any revisions or additional information that may be required by the FDEP. M&N will represent the Project before FDEP staff to assist the Client in securing a FDEP CCCL Permit for the proposed Project. This scope of services includes one (1) virtual meeting with FDEP staff to review/discuss the Project design. Meetings with the Project team to review design drawings will be provided under Part 4 services up to the authorized budget. A fee budget is provided based on approximately 37 hours of services (will vary depending on staff rate; see Rate Schedule); the Client will be advised if additional budget is required due to design or other scope changes.
- c. Marine Turtle Lighting Review:** M&N will assist in processing the exterior lighting plan approval that is required relative to the FDEP CCCL permit for avoidance of impacts to endangered nesting marine turtles and their hatchlings. The Project team will provide M&N with exterior building and landscape lighting plans, lighting schedules, and manufacturer cutsheets of all existing and proposed exterior light fixtures meeting State guidelines and direction provided by our office. All exterior lighting fixtures proposed for the entire project site must be included in the plans - building, landscape, emergency, security, signage lighting, etc. The Project team will provide copies of photometrics and City comments representing compliance criteria under local safety codes. M&N will assist the Project team in responding to comments from the FDEP and/or the FWC. This scope of services includes one (1) virtual meeting with FWC staff to review/discuss the Project design. Any Client meetings required in association with the performance of this task will be provided under Part 4 of this Agreement up to the authorized budget. This scope of services does not include preparation of the Environmental Resource Permit (ERP) application package or processing of the ERP; these services will be provided by your civil engineer, if required.

This scope of services does not include separate compliance review under the Town's Lighting Ordinance or meetings with FWC in Tallahassee during the permitting process. If required, these additional services will be provided under an addendum scope. This scope assumes that the design team will make necessary changes to the lighting design as requested by FWC in order to obtain lighting approval in a straightforward and timely manner. The fee provided is for issuance of one (1) set of FWC-approved lighting plans. Any modifications to the FWC-approved lighting plan including the addition or relocation of fixtures or changes in fixture, manufacturer or bulb types will require resubmittal of the exterior lighting plans to FWC for the entire site. The fee budget does not include additional negotiation with the FWC that will be required if the Client prefers to evaluate alternatives to FWC staff and M&N recommendations. If required, these additional services will be provided under an addendum scope of work, with the Client's authorization. Meetings with the Project team to review lighting drawings will be provided under Part 4 services up to the authorized budget. A fee budget is provided based on approximately 36 hours of services (will vary depending on staff rate; see Rate Schedule); the Client will be advised if additional budget is required due to design revisions, conflicts between FWC requests and City design vision or life-safety requirements, or other scope changes.

Note that approval of lighting plans/fixtures by the FWC does not preclude FWC requests for lighting modifications upon inspection of installed lights.

Only fixtures approved by FWC may be installed. M&N is not responsible if the Client / contractor installs fixtures that have not been approved by FWC.

Part 3 - FDEP CCCL Permit Administration

- a. FDEP Pre-Construction Meeting:** M&N will coordinate final approval of construction plans and coordinate and attend one (1) onsite Pre-Construction Meeting with a FDEP Representative, as will be required in the Special Permit Conditions outlined in the Final Order. M&N will advise the Client and design team as to their responsibilities in preparing the FDEP reporting requirements. M&N will package the approved plans, permit, and reporting requirements for distribution to the team in preparation of the FDEP Pre-Construction Meeting.

It is assumed that publication of a Public Notice, if required by the FDEP through a Special Permit Condition or at the discretion of the Client, will be coordinate by the Client. Publication of Notice is recommended to close out the available period for a third party to file petition for a Ch. 120 Administrative Hearing. Any assistance required by M&N will be provided under an addendum scope of services.

It is also assumed that one (1) pre-construction meeting will be conducted for all Project improvements.

- b. CCCL Permit Administration:** M&N will provide, at the request of the Client, assistance to the Project team relative to maintaining compliance with the necessary reporting requirements of the Special and Standard Permit Conditions of the Final Order (Permit). These include review and submittal to the FDEP of the Final Certification Report drafted by the designated responsible party, as well as any other requirements that may be stipulated by the Special Permit Conditions of the Final Order. The fee estimate below is based on an assumed construction timeframe of 6 months and limited required revisions to the Final Certification Report. Non-standard permit compliance strategy and coordination will be provided, if required, under an addendum scope of work.
- c. Final FDEP Site Inspection:** Upon completion of construction, M&N will provide services to assist the Client in complying with the Standard Permit Conditions of the CCCL permit as they pertain to final site inspection. M&N will coordinate and attend one (1) onsite final site inspection with a FDEP Representative, upon completion of construction activities, including landscape and hardscape improvements. This scope assumes that the Project will be built in compliance with the FDEP CCCL permit and will not require resolution of non-compliance issues.
- d. FWC Lighting Meetings:** FWC requires both a pre-construction conference and a final inspection to be held for the marine turtle lighting associated with the project. M&N will coordinate with FWC and the project team to schedule and attend these required lighting inspections. A pre-construction conference will be held prior to the electrical rough-in for installation of exterior lights. This pre-construction meeting will be held virtually and will include FWC staff, the electrical contractor, the lighting designer, and the Client. Following installation of the FWC-approved light fixtures, as represented by FWC stamped approved lighting plans, M&N will coordinate site lighting compliance inspections. Prior to scheduling an inspection

with FWC staff, M&N will first complete a site visit with the Client and/or the appropriate Project team members to confirm that the lights appear to have been installed according to the approved lighting plans. This first walkthrough will be coordinated around sundown to allow for both daytime review of fixture installation compliance with plans and nighttime perspectives of the lights at the Project site. This scope of services assumes that the lights will be installed according to plan or that minor adjustments can easily be made onsite and that a second site visit will not be required prior to the FWC inspection. If the lights are not installed in accordance with the approved plans and are not easily corrected, the Client will be advised of recommended next steps (to be addressed under an addendum scope with Client authorization). With the Client's authorization, M&N will coordinate with the FWC to schedule and attend a site lighting inspection.

The fee referenced below assumes the following:

- One (1) virtual pre-construction conference with FWC and the contractor / electrician.
- One (1) final site inspection with the contractor / electrician.
- Minor site corrections needed to bring the site into compliance with the approved plans (i.e., correct installation of shields, modify orientation of fixture, etc.); assumes no correction items will be noted in the FWC Marine Turtle Inspection Report (MTIR).
- One (1) final site inspection with the FWC inspector and the Client, contractor and/or electrician.
- Non-compliance correction items identified through a FWC MTIR, if applicable, will be addressed under an additional scope of work.

Part 4 – Client Meetings

Virtual meetings with the Client and the Project team will be provided on an hourly basis under this task to review Project plans, discuss schedule and other Project-related items up to the authorized budget. A fee budget is provided based on approximately 16 hours of services (will vary depending on staff rate; see Rate Schedule); the Client will be advised if additional budget is required due to requests for participation in additional meetings or coordination items.

General

While we make every effort to keep our fees within the estimated quotes, additional services may be required due to circumstances beyond our immediate control, including but not limited to, scope modifications, rule or procedural changes, interpretive discussions, agency staff changes, public comments and legal actions.

Expenses will be invoiced at cost and are estimated at \$400. M&N does not anticipate hiring subconsultants for this Project. A summary of fees and expense budgets is included in Table 1, below. M&N will invoice the Client each month on an hourly basis for hourly tasks pursuant to the attached Rate Schedule, not to exceed the authorized budgets without Client authorization. Expenses will be invoiced separately at cost.

If you wish for us to provide these services, please provide a draft Subconsultant Agreement for our review and execution.

Table 1
El Prado Park
Consulting Fees and Expenses

Task No.	Task Name	Budget
1.	Initial Design Review/Strategy	
2.	FDEP CCCL Permit	
a.	FDEP CCCL Permit Application	
b.	FDEP CCCL Permit Processing	
c.	Marine Turtle Lighting Review	
3.	FDEP CCCL Permit Administration	
a.	FDEP Pre-Construction Meeting	
b.	CCCL Permit Administration	
c.	Final FDEP Site Inspection	
d.	Lighting Inspections	
4.	Meetings	
ODC	Reimbursable Expense Allowance	
	Total:	

We look forward to working with you on this exciting park improvements project for the Town of Lauderdale-by-the-Sea. Should have any questions regarding this proposal, please do not hesitate to contact Amanda Caparro, Project Manager, at (786) 725-4183 or acaparro@moffattnichol.com, or me at (305) 979-4232 or cbrush@moffattnichol.com.

Sincerely,
Moffatt & Nichol, Inc.



Christy J. Brush
Environmental Regional Manager

CJB:AC

Enclosures



moffatt & nichol

RATE SCHEDULE FOR PROFESSIONAL SERVICES

For U.S. Southeast Region

Effective April 22, 2024, Until Revised

	<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
PROFESSIONALS	Supervisory Engineer/Scientist	\$ 300.00
	Senior Engineer/Scientist	\$ 270.00
	Engineer/Scientist III	\$ 215.00
	Engineer/Scientist II	\$ 185.00
	Engineer/Scientist I	\$ 150.00
	Staff Engineer/Scientist	\$ 130.00
TECHNICIANS	Senior Technician	\$ 180.00
	Designer	\$ 155.00
	CADD II	\$ 130.00
	CADD I	\$ 115.00
CLERICAL	Project Controls/Word Processing	\$ 120.00
	General Clerical	\$ 100.00
SPECIAL	Principal Engineer/Scientist	\$ 345.00
	Deposition & Trial Testimony	\$ 578.00

REIMBURSABLE EXPENSES (Unless Otherwise Provided in Written Agreement)

Subcontracts or Outside Services		Cost + 10%
Reproductions	-In House	
	Mylar Plots (B/W)	\$ 2.60/SF
	Color Plots	\$ 4.70/SF
	Vellum Plots (B/W)	\$ 1.60/SF
	Bond Plots (B/W)	\$ 1.05/SF
	Drawing Reproduction	Cost + 10%
	Document Reproduction	\$ 0.16/sheet
	-Outside Reproduction	Cost + 10%
Travel	Company Auto	Prevailing IRS
	Rental Vehicle	Cost
	Airfare	Cost
	Meals and Lodging	Cost



May 8, 2025

Alex Fenech, PLA, ASLA
Principal
Hitchcock Design Group
1999 N. University Drive
Suite 202
Coral Springs, Florida 33071
afenech@hitchcockdesigngroup.com

REFERENCE: El Prado Park
Lauderdale By The Sea, Florida
PROPOSAL FOR STRUCTURAL DESIGN SERVICES

Dear Mr. Fenech,

Thank you for inviting Jezerinac Group, PLLC to provide this proposal to Hitchcock Design Group (the Client) for structural engineering services in relation to El Prado Park (the Project).

Jezerinac Group, PLLC (JG) is a firm that specializes in delivering sophisticated structural engineering services to Architects, Builders, Owners, and their Representatives. The firm was founded by Ronald M. Jezerinac, P.E., S.E., an accomplished structural engineer with over thirty years of experience. Since its inception in 2014, the firm has grown rapidly and currently serves a multitude of well-respected high-profile architects, owners, and contractors on a multitude of public and privately funded projects in the commercial, residential, hospitality, industrial, educational, religious, healthcare, and sports and entertainment markets.

The following paragraphs outline our understanding of the project, our proposed scope, and the proposed fee.

I. Project Description

Our fee proposal is based on information provided to us in client's email dated April 27, 2025, and virtual meeting held May 1, 2025. To summarize in general terms, the project consists of the structural design of shade structure (including foundations) as well as structural support for the lettered signature park signage (including foundations). We will also provide redline reinforcing recommendations for any concrete planter walls or benches.

II. Scope of Services

Our scope of services will be as provided in Exhibit A Basic Scope of Services – Design with Revit attached.

III. Fees

We propose to perform the above Scope of Services for the Lump Sum Fees listed below plus reimbursable expenses as defined by AIA B104.

- Schematic Design
- Construction Administration

Alex Fenech, PLA, ASLA
 Hitchcock Design Group
 Re: El Prado Park
 May 8, 2025
 Page 2 of 2

- Site Visits (per visit)

For this project, we anticipate reimbursable expenses to include local travel, printing, and courier fees. For budgeting purposes, we estimate their total cost not to exceed \$500.00.

IV. Payment

We will invoice the Client monthly for fees and expenses. Amounts due will be proportional to the completion of the phases described in Section IV. Payment is due per the terms provided within Exhibit C, Standard Conditions. Jezerinac Group reserves the right to suspend or terminate services should payment fail to comply with these terms.

V. Additional Services

Should we be requested to perform services outside our Basic Scope of Services, as outlined in Exhibit A, we will make a request for additional fees in writing. We will proceed with the additional services only upon approval by the Client. Additional services will be rendered on an hourly basis per the rates that are shown within Exhibit B - Billing Rates unless a negotiated lump sum is mutually agreed upon.

VI. Standard Conditions

We will perform all services in accordance with Exhibit C, Standard Conditions. Should Client elect to enter into an AIA Architect/Consultant Agreement or other Agreement, we will expect that these mutually beneficial terms are included within. This Proposal Letter in combination with its Exhibits represents our entire agreement.

Again, we would like to thank you for this opportunity and look forward to your favorable response to our proposal and are ready to get started.

Very Truly Yours,

JEZERINAC GROUP, PLLC

Accepted by: Hitchcock Design Group



Ronald M. Jezerinac, P.E., S.E.
 Sr. Principal

 (signature)

 (printed)

 (date)

EXHIBIT A

Basic Scope of Services – Structural Design

In general, our Basic Scope of Services includes the analysis and design of the primary structural frame and the secondary framing that supports the building enclosure. Documentation will include general notes, plans, sections, details, and specifications. The documentation will be generated using the Revit Structure platform with a Level of Detail 300 Building Information Model. The design of select systems will be delegated to the general contractor or subcontractor's engineer. In these cases, our documents will include adequate performance criteria and we will review their work to ensure that all loads are delivered to the primary structural frame as intended. We will attend periodic design, coordination, and construction meetings in which the primary focus is the building structure. Meetings will be attended in person or via teleconference depending on the subject matter and availability of technology. During construction, we will review submittals and respond to inquiries related to the structure and will visit the site periodically to observe construction. See sections below for further explanation of activities per phase. Note that the Consultant will not proceed into any subsequent phase without written direction to do so.

Design

- Provide a Basis of Design or Structural Narrative. This will include a summary of the design to be executed including a code assessment, identification of gravity and lateral loads imposed on the structure, description of gravity and lateral load resisting systems, the material selection including design properties, and a description of major analysis assumptions.
- Issue drawings to the Building Department for Permit including General Notes, Wind Pressure Diagrams, full and partial Framing Plans, Framing Elevations, Building Sections, Member Schedules, and Details.
- Building Information Modeling Level of Detail 300:
 - Provide final location, elevation, and sizes of structural grids (but defer grid ownership to the architect), walls, columns, foundations, and major framing elements. Framing members shall be sloped as required, excluding floors.
 - Openings in structural walls and roofs will be modeled with a tolerance of (+/- 1/2") from the architectural locations. Final locations will not be defined in the structural model.
 - The structural model may be shared with the Client for clash detection.
 - Examples of minor framing elements include, but are not limited to: miscellaneous steel, joist bridging, curbs, sump pits, parapets, non-load-bearing partitions, pipe & sleeve penetrations, and any plan elements that are not visible at 1/8" scale. These elements will be depicted in 2-D details.
 - Elements of the building design which will be delegated to a specialty engineer will be modeled for general location purposes but shall be superseded by the specialty engineer's signed drawings. Delegate engineered roof trusses will not be modeled. They shall be depicted as line work in plan and in 2-D details.
 - Concrete reinforcing and structural steel connections will be depicted in schedules and details.
- Provide up to three signed and sealed copies of the drawings to the Building Department.
- Respond to and revise documents as required for up to two rounds of comments by the Building Department.

Construction Administration

- Assist Construction Professionals in evaluating bids and proposals.
- Attend pre-construction conferences in person or via telephone before major structural sub-contractors commence work.
- Respond to written and verbal requests for clarification. When in writing, responses are to be transmitted electronically.
- Review submittals required by Construction Documents. All reviewed drawings are to be marked up and transmitted electronically.
- Review Testing and Special Inspection Reports. Testing and Inspection services to be procured by the Owner under a separate contract.

EXHIBIT A

Basic Scope of Services – Structural Design

- Visit the site during the construction of the primary structural frame and the secondary framing that supports the building enclosure. The purpose of site visits is to observe construction progress and to assess general conformance with the design intent of the building. Site visits are not intended to be exhaustive and do not relieve Special Inspector of their sole responsibility to ensure that the building is being constructed per the Construction Documents.
- Provide Record Set of structural drawings. This includes compiling all changes and additions made to Construction Documents during construction.

Further Clarifications to Scope

The following items are specifically excluded from our Scope of Services:

- Attendance of meetings in which the building structure is not the primary focus of the meeting. This includes multi-disciplinary meetings where discussion of the structure is limited.
- Opinions and estimates of Cost of Work. The Owner shall retain a qualified Construction Professional to perform such services.
- Design of structural elements outside of the building footprint. This is including but not limited to site retaining walls, planter walls, spa and pool structures, signage walls, signage support, sidewalks, flag, and light poles and their supports.
- Design and detailing of non-structural elements including waterproofing systems, ceiling framing, non-load-bearing partitions, and MEP supports including ceiling hangars and rooftop curbs.
- Surveying and documenting existing conditions.
- Revisions to work that has already been completed and approved.
- Services made necessary by deficient construction or by default of any contractor.
- Consultant promotes the inclusion of the Structural Engineer of Record on-site on a full or part-time basis to facilitate and expedite the flow of contractor-generated inquiries. While these services are not included in our Basic Scope, we look forward to discussing them with the Architect and Owner at the appropriate time.
- Issuance of drawing to the owner, architect, contractor, or building department in excess of the issuances described in the preceding sections.
- Requests for substitutions that were not directed by the Architect or Owner during the design phase or were initiated by the Contractor for their convenience or their economic or schedule benefit.
- Changes during the design phase that were initiated by the Contractor for their convenience or their economic or schedule benefit.



EXHIBIT B

2025 Billing Rates

TITLE	HOURLY BILLING RATE
Senior Principal / President	\$290.00
Principal / Vice President	\$220.00
Associate Principal	\$215.00
Senior Associate	\$195.00
Associate	\$175.00
Senior Project Manager/Senior Project Engineer	\$155.00
Project Manager/Project Engineer II	\$140.00
Assistant Project Manager/Project Engineer I	\$125.00
Design Engineer II	\$120.00
Design Engineer	\$115.00
Certified Building Inspector	\$125.00
Building Information Modeler (BIM) Manager	\$165.00
Assistant BIM Manager	\$125.00
Building Information Modeler II	\$110.00
Building Information Modeler I	\$90.00
Administrative Support Staff	\$80.00
Intern	\$70.00

*Rates are effective through December 31, 2025

EXHIBIT C

Standard Conditions – Architect and Consultant

1. These Standard Conditions, along with the Proposal Letter and its referenced Exhibits, represent the entire and integrated agreement between the Architect and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Architect and Consultant (Jezerinac Group, PLLC).
2. The portion of the Project for which the Consultant shall provide services is defined in the Proposal Letter along with its referenced exhibits and is hereinafter called This Portion of the Project. Except as set forth herein, the Consultant shall not have any duties or responsibilities for any other portion of the Project.
3. To the extent that the provisions of the Prime Agreement apply to This Portion of the Project, the Architect shall assume toward the Consultant all obligations and responsibilities that the Owner assumes toward the Architect, and the Consultant shall assume toward the Architect all obligations and responsibilities that the Architect assumes toward the Owner. Where a provision of the Prime Agreement is inconsistent with a provision of this Agreement, this Agreement shall govern. To make this Article valid, Architect shall provide a fully executed copy of that agreement to Consultant prior to the execution of any Architect-Consultant Agreement.
4. Except as authorized by the Architect, all communications between the Consultant and the Owner, Contractor or other consultants for the Project shall be forwarded through the Architect. The Architect shall be the administrator of the professional services for the Project and shall facilitate the exchange of information among the Owner, Consultant and other consultants as necessary for the coordination of This Portion of the Project.
5. The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
6. The Consultant shall not be responsible for the acts or omissions of the Architect, Architect's other consultants, Contractor, Subcontractors, their agents or employees, or other persons performing any of the Work. The Consultant shall provide prompt written notice to the Architect if the Consultant becomes aware of any errors, omissions or inconsistencies in the services or information provided by the Architect or other consultants.
7. The Consultant shall submit for the Architect's approval a schedule for the performance of the Consultant's services consistent with the requirements of the Prime Agreement, which may be adjusted as the Project proceeds. The Consultant's schedule shall allow reasonable time for the Architect and other consultants to review the Consultant's submittals. Once approved by the Architect, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Architect. Should the project schedule be adjusted causing a material change to its staffing plan, through no fault of the Consultant, the Consultant shall be entitled to additional fees for services rendered per Article 8.
8. The Architect shall provide available information in a timely manner regarding requirements for and limitations on This Portion of the Project, including a copy of the Owner's program for the Project. The Architect shall identify a representative authorized to act on the Architect's behalf with respect to This Portion of the Project. The Architect or such identified representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services. If the Consultant reasonably requests information from investigations, surveys, tests, analyses, and reports, or the services of other consultants not within the scope of the Consultant's services, the Architect shall request that the Owner furnish the information or services.
9. Additional Services may be provided after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services that may arise as the Project proceeds, the Consultant shall notify the Architect. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Architect's written authorization.
10. The Architect shall confer with the Consultant before issuing interpretations or clarifications of documents prepared by the Consultant and shall request the recommendation of the Consultant before providing interpretations or clarifications of shop drawings, product data, samples or other submissions of the Contractor, or upon Change Orders and Construction Change Directives affecting This Portion of the Project.
11. For purposes of this Agreement, the Cost of the Work is defined as set forth in AIA B101. If at any time the estimate for the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Consultant shall make appropriate recommendations to the Architect to adjust the Project's size, quality or budget related to This Portion of the Project. Additionally, the Consultant shall cooperate with the Architect and the Architect's other consultants in redesigning the Work for This Portion of the Project to comply with the budget for the Cost of the Work. Should the project require redesign, through no fault of the Consultant, the Consultant shall be entitled to additional fees for services rendered per Article 9.
12. Consultant shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by Consultant.
13. The Architect and the Consultant shall not make changes in each other's Instruments of Service without the written permission of the other party.

EXHIBIT C

Standard Conditions – Architect and Consultant

14. The Consultant shall indemnify and hold the Architect and the Architect's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees and its consultants in the performance of professional services under this Agreement.
15. The Architect shall indemnify and hold the Consultant and the Consultant's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its other consultants in the performance of professional services under this Agreement.
16. The Consultant shall, within time limits agreed upon or otherwise with reasonable promptness, render written recommendations on claims, disputes and other matters in question between the Owner and Contractor relating to the execution or progress of This Portion of the Project as provided by the Contract Documents. Should the Architect request these services, the Consultant shall be entitled to additional fees for services rendered per Article 9.
17. **CONSULTANT SHALL ONLY BE LIABLE TO PAY DAMAGES TO ARCHITECT ARISING OUT OF OR IN CONNECTION WITH THIS PORTION OF THE PROJECT, TO THE EXTENT THAT SUCH DAMAGES ARE CAUSED BY, AND ARE IN PROPORTION TO, THE NEGLIGENCE OF, OR BREACH OF THE STANDARD OF CARE BY, CONSULTANT. NOTHING CONTAINED IN THIS AGREEMENT SHALL CREATE A CONTRACTUAL RELATIONSHIP WITH OR A CAUSE OF ACTION IN FAVOR OF A THIRD PARTY, INCLUDING THE PROJECT OWNER AND ANY CONTRACTOR, SUBCONTRACTOR, VENDOR OR MATERIAL SUPPLIER, AGAINST EITHER THE ARCHITECT OR CONSULTANT. NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED FOR IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW, IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THERE SHALL BE NO PERSONAL LIABILITY ON THE PART OF THE OWNERS, DIRECTORS, OFFICERS, MEMBERS, SHAREHOLDERS OR EMPLOYEES OF CONSULTANT OR ANY OF ITS AFFILIATES OR ITS SUCCESSORS AND ASSIGNS WITH RESPECT TO THE SERVICES OR ANY OF THE TERMS, COVENANTS, OBLIGATIONS, AND CONDITIONS OF THIS AGREEMENT.**
18. Any claim, dispute or matter in question shall be subject to mediation as a condition precedent to binding dispute resolution. Mediation shall be conducted as set forth in AIA Document B101. When applying those provisions to this Agreement, "Architect" shall be substituted for "Owner," and "Consultant" shall be substituted for "Architect." If the parties do not resolve a claim, dispute or matter in question through mediation, the method of binding dispute resolution shall be the following: Litigation in a court of competent jurisdiction.
19. It is expressly understood and agreed that, to the fullest extent permitted by law and notwithstanding any other provision of this Agreement, the aggregate total of Consultant's liability (and the liability of its owners, directors, officers and employees, if any such liability otherwise exists) arising from any and all claims, suits, demands, damages, losses, judgments, payments, awards, and expenses relating to the Project, Services and/or this Agreement shall be limited to and in no event exceed three times the fee actually received by Consultant for services rendered on the project and in no case greater than the proceeds of Consultant's Professional Liability Insurance Policy.
20. Except as otherwise provided below, the Architect or Consultant may terminate this Agreement with a 30-day notice. In the case of Consultant termination, Consultant shall be paid for its services rendered to date.
21. This Agreement shall be governed by the Florida Law unless the venue is otherwise provided in the Prime Agreement.
22. The Architect and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither Architect nor Consultant shall assign this Agreement without the written consent of the other.
23. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Architect or Consultant.
24. Unless otherwise required in this Agreement, the Architect and Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.



EXHIBIT C

Standard Conditions – Architect and Consultant

25. If the Consultant or Architect receives information specifically designated by the other party as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.
26. The Architect shall reimburse the Consultant for the Reimbursable Expenses necessarily incurred by the Consultant or the Consultant’s employees directly relating to the Project.
27. The Consultant shall submit invoices for services and Reimbursable Expenses in accordance with the provisions of the Prime Agreement. The Architect shall review such invoices and, if they are considered incorrect or untimely, the Architect shall, within ten days from receipt of the Consultant’s billing, review the matter with the Consultant and confirm in writing to the Consultant the Architect’s understanding of the disposition of the issue.
28. Payments to the Consultant shall be made within 10 days after the Architect is paid by the Owner under the Prime Agreement. The Architect shall exert reasonable and diligent efforts to collect prompt payment from the Owner. The Architect shall pay the Consultant in proportion to amounts received from the Owner that are attributable to the Consultant’s services rendered and Reimbursable Expenses incurred. Consultant reserves the right to stop work or withhold deliverables should Consultant be unable to collect prompt payment.



JOHNSON, LEVINSON,
RAGAN, DAVILA, INC.
CONSULTING ENGINEERS

1450 Centrepark Boulevard, Suite 350
West Palm Beach, FL 33401
(561) 689-2303 · (561) 689-2302 Fax
www.jlrdinc.com

December 2, 2024; Rev. 1 5/8/25

Mr. Alex Fenech, PLA, ASLA
Hitchcock Design Group
1999 North University Drive, Suite 202
Coral Springs, Florida 33071

Re: Lauderdale By The Sea Park (El Prado)

Dear Alex,

We are pleased to submit the following proposal for professional services in conjunction with electrical, HVAC, and plumbing designs for the above referenced project, located in Lauderdale By The Sea, Florida.

Johnson, Levinson, Ragan, Davila, Inc. (JLRD), hereinafter referred to as the Engineer, proposes to furnish professional services for **Hitchcock Design Group**, hereinafter referred to as the Client for the Scope of Services outlined below, and included in attached Exhibits "A", for the fees stipulated herein.

SCOPE OF SERVICES

The Engineer will perform the following:

1. **Schematic Phase through Construction Administration** - Prepare design drawings and specifications setting forth the requirements for construction. A description of the general Scope of Work to be performed is as follows:
 - A. *Conduct an initial site visit and prepare a schematic narrative describing requirements for Electrical, Plumbing and any mechanical scope of work.*
 - B. *Provide design documents and specifications at the Design Development and Construction Documents level of submittals to incorporate requirements for Electrical, Plumbing and any mechanical scope of work. Work shall include the following:*
 - a. *Power for two food trucks (power configuration to be provided to engineer by owner), WiFi throughout the park, turtle friendly site lighting (poles and bollards), in-ground receptacles, drinking fountain power, pedestal mounted lockable receptacles, stage structure (power for band setup and portable stage lighting), shade structure (lighting and receptacles), fountain equipment (designed by Martin Aquatic), 8 dedicated circuit receptacles around perimeter for farmer's market vendors, irrigation pump replacement (in-kind),*

Mr. Alex Fenech, PLA, ASLA
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Re: Lauderdale By The Sea Park (El Prado)

- C. *Respond to permit review comments from FWC and Town of Lauderdale by the Sea,, answer RFI's from the field, and review shop drawings and equipment documentation as submitted by the Contractor for general conformance with the design documents.*
- D. *Conduct a total of (3) site visits to confirm progress and compliance with the documents. The field visits include two general field visits and one final punch visit.*
- 2. **Expenses – None. Local Project.**
- 3. Additional services mutually agreed upon.

LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED)

This project does not include engineering effort associated with obtaining LEED Certification.

PROBABLE CONSTRUCTION COSTS

Statements of the probable costs of construction are NOT included under “Basic Services”.

ITEMS SPECIFICALLY EXCLUDED FROM THE SCOPE OF SERVICES

- 1. Changes in design documents due to Value Engineering.
- 2. Solutions for unforeseen conditions arising from site work.
- 3. Plumbing design as civil perform all water services to the water bubblers, food truck pedestals, etc.
- 4. Electrical service upgrades as it is assumed the existing equipment has sufficient spare capacity to accommodate the proposed revisions.

ITEMS TO BE FURNISHED BY CLIENT AT NO EXPENSE TO THE ENGINEER

Assist the Engineer by furnishing at no cost to the Engineer, all available pertinent information including, but not by way of limitation, previous studies, drawings, specifications, test reports, and any other data relative to performance of the above services for the project.

Designate a person to act as the Client representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instruction, receive information, interpret, and define the Client policies and decisions with respect to materials, equipment, and systems pertinent to the Engineer's services.

The Client acknowledges the Engineers' Construction Documents as instruments of Professional Service. All reports, plans, specifications, field data, and notes, including documents on electronic media prepared by the Engineer, are the property of the Engineer. Where the Client receives copies of this information for record purposes, it shall not be reused or be modified without the prior written authorization of the Engineer.

Mr. Alex Fenech, PLA, ASLA
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Re: Lauderdale By The Sea Park (El Prado)

MODIFICATIONS AND ADDITIONS TO EXISTING SYSTEMS

Because of the Engineer's many years of background and experience in design and construction, the Engineer is qualified to make recommendations and designs which, in the Engineer's opinion, will meet the needs of the situation. These services will be performed to the best of the Engineer's skill and ability and commensurate with the economics of the situation. Although the documented components of the existing systems to be modified can be analyzed, the actual components of the existing systems cannot be fully determined because the Engineer was not present during fabrication or construction and, therefore, is not responsible for unforeseen conditions which affect the final construction.

STANDARD OF CARE AND TIME OF PERFORMANCE

The Engineer will provide a level of service using that degree of care and skill ordinarily provided under similar circumstances by members of our profession, providing similar services in the same field at the same time in the same or similar locality at the time of performance. No other warranty, expressed or implied, is made or intended.

The Engineer shall perform services as expeditiously as is consistent with the professional skill and care and the orderly progress of the Project, and the timely receipt of information necessary for performing the agreed to services. The Client shall not consider the Engineer in default to the extent that services are prevented or delayed by any cause beyond the reasonable control of the Engineer; in such case, the time of performance shall be extended by a period equitable to that of time lost.

FEES TO BE PAID

For the **Schematic to Construction Administration Phase**, the Engineer shall be paid a lump sum.

For Additional Services, the Engineer shall be paid an hourly fee based upon the attached Rate Schedule. See Exhibit "A".

In addition to the fees specified above, the Engineer shall be reimbursed for direct non-salary expenses (multiplied by a factor of 1.1), including and limited to automobile travel at \$0.70 per mile (outside a 50-mile radius of our office), commercial air travel, subsistence, final printing, and reproduction (beyond three (3) sets of documents for signing and sealing), plus Florida taxes, if applicable.

Invoices for services rendered are prepared monthly and are due and payable within thirty (30) days from date of the invoice. Past due statements shall include interest from the date of invoice at a compound rate of one (1) percent per month. Invoices which are past due for more than forty-five (45) days will necessitate suspension of engineering services until such invoices are reconciled.

In the event legal action is necessary to enforce the payment provisions of the agreement, the Engineer shall be entitled to collect from the Client, any judgment or settlement sums due, reasonable attorney's fees, court costs, and expenses incurred by the Engineer in connection therewith, and in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Mr. Alex Fenech, PLA, ASLA
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Re: Lauderdale By The Sea Park (El Prado)

Any provision of this agreement which may later be held to be unenforceable for any reason shall be deemed void, however, all remaining provisions shall continue in full force and effect.

Payment of invoices is in no case subject to unilateral discounting or set-offs by the Client, and payment of invoices is due regardless of suspension or termination of this agreement by either party.

This contract shall be governed by the laws of the State of Florida, and the appropriate venue for any actions arising out of the agreement would be West Palm Beach, Florida.

Should the Engineer be required to provide testimony, research, or production of document for any legal action or dispute, the Engineer shall be compensated for the time expended as an expert witness.

The Client and the Engineer shall each effect and maintain insurance to protect themselves from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of their employees or of any person other than their employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom.

INSTRUMENTS OF SERVICE

All drawings produced for this project will be generated using REVIT. The Engineer's documents will be taken to a Level of Development (LOD) of 300, maximum. Specifically excluded are routing of any electrical conduits smaller than 4" trade size, fire protection piping (which is addressed as performance specifications), and depiction of supports for any systems piping and equipment.

Our construction model is intended for design and coordination purposes only and is not suitable for pre-fabrication drawings. Some information used in the model may have been obtained from manufacturers. As revisions may have been made to products without our knowledge, JLRD makes no representations or warranties, expressed or implied, with respect to the reuse of the data provided herewith, regardless of its format or the means of its transmission. There is no guarantee or representation to the user as to the accuracy, currency, suitability, or reliability of this data for any purpose. The user accepts the data "as-is" and assumes all risks associated with its use. By acceptance of this data, the user agrees not to transmit this data or provide access or any part of it to another party unless the user shall include with the data a copy of this disclaimer. The Client agrees to hold harmless, indemnify, and defend the Engineer against all damages, claims, and losses of any kind (including defense costs), arising out of any use of the plans and specifications without the direct involvement and concurrence of the Engineer. JLRD assumes no responsibility for actual or consequential damages incurred as a result of any user's reliance on this data.

Drawings, specifications, and other documents prepared by the Engineer and sub-consultants are Instruments of Service for use solely with respect to this Project. This includes documents in electronic form. The Engineer and any sub-consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights. The Instruments of Service shall not be used by the owner for future additions or alterations to this Project or for other projects without the prior written agreement of the Engineer. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Engineer and any sub-consultants. Engineer shall retain an ownership and property interest therein (including the right to reuse at the discretion of the Engineer) whether or not the Project is completed.

Mr. Alex Fenech, PLA, ASLA
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Page – 5

Re: Lauderdale By The Sea Park (El Prado)

LIMITATION OF LIABILITY AND INDEMNIFICATION

Limitations on liability and indemnities in this Agreement are business understandings between the parties voluntarily and knowingly entered into and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, damages from existing conditions, or any other cause of action, except for willful misconduct or gross negligence.

The Engineer shall maintain professional liability insurance and, when specifically requested by the Client, provide evidence of same. The Client agrees to limit the Engineer's liability to the Client and to all other parties for claims arising from the Engineer's performance of the services as described in this agreement. The aggregate liability of the Engineer will not exceed the amount of fees paid to the Engineer or \$20,000, whichever is greater, for negligent professional acts, errors, or omissions. Client agrees to indemnify and hold harmless the Engineer from and against all liabilities in excess of the monetary limit established above.

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.

Both Client and Engineer agree that they will not be liable to each other, under any circumstances, for special, incidental, indirect, consequential (including loss profits or revenue, loss of full or partial use of equipment or facility, cost of capital, loss of goodwill, and claims brought by Client's customers and/or other third parties), or punitive damages arising out of or related to this Agreement, regardless of whether or not one party was advised by the other party of the possibility or certainty of such damages.

The parties also agree that Client will not seek damages in excess of the limitations indirectly through suits with other parties who may join the Engineer as a third-party defendant. Parties means Client and Engineer and their officers, employees, agents, affiliates, and subcontractors.

Engineer shall indemnify the Client for damages arising out of performance of professional services to the extent caused by negligence of the Engineer.

PRECEDENCE / DIVISIBILITY / TERMINATION

The provisions of the contract shall fully govern any and all services furnished by the Engineer and shall prevail over and render void any inconsistent or conflicting provision of the Client's initial order. Also, if any term, condition, or provision of the contract is declared by a court of law to be void or unenforceable, or limited in its application or effect, such event shall not affect or invalidate any other provision of the contract.

Mr. Alex Fenech, PLA, ASLA
December 2, 2024; Rev. 1 5/8/25
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Re: Lauderdale By The Sea Park (El Prado)

This Agreement may be terminated by either party by giving thirty (30) days advance written notice. The Engineer shall be paid for services rendered to the date of termination on the basis of a reasonable estimate of the portion of services completed prior to termination and shall be paid for all reasonable expenses resulting from such termination and for any unpaid reimbursable expenses.

ACCEPTANCE

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One (1) signed copy of this proposal returned to the Engineer will serve as an Agreement between the two (2) parties and as a Notice to Proceed (unless indicated otherwise by the Client). This contract will be binding on the parties hereto. Should this proposal not be accepted within a period of thirty (30) days from the above date, it shall become null and void. Should this document not be executed and returned to us, all parties acknowledge and agree that “authorization to proceed” through any other means constitutes formal acceptance of all terms and conditions herein.

This contract contains the entire agreement between the parties as to the services to be rendered. All previous or contemporaneous agreements, representations, warranties, promises, and related conditions are expressly superseded by this contract.

Very truly yours,

JOHNSON, LEVINSON, RAGAN, DAVILA, INC.

Accepted by:



Michael P Linden, P.E.
Vice President

MPL/gj

Enc.

Signature

Date

Designated Client Representative

(Print or Type Name)

JOHNSON, LEVINSON, RAGAN, DAVILA, INC.
Consulting Engineers
2024 RATE SCHEDULE
EXHIBIT 'A'

	<u>PER HOUR</u>
PRINCIPAL	\$225.00
PROJECT ENGINEER (P.E.)	\$180.00
ENGINEER	\$140.00
SENIOR DESIGNER	\$130.00
CONSTRUCTION ADMINISTRATION	\$130.00
DESIGNER	\$110.00
CAD TECH	\$100.00
CLERICAL	\$ 90.00

ESa PBGMC 2W 2S Reno 11-21-24 PRO



November 25, 2024 (Revised 4/29/2025)

SENT VIA E-MAIL (AFenech@hitchcockdesigngroup.com)

Mr. Alexander C. Fenech, PLA, ASLA
Principal
Hitchcock Design Group
1999 N. University Drive, Suite 202
Coral Springs, Florida 33071

Re: El Pardo Park – Irrigation Design

Dear Mr. Fenech:

I am grateful for the opportunity to submit the attached Scope of Services to assist your team with irrigation design and consulting services for El Prado Park. The project is located on a 0.60-acre parcel at 4500 El Mar Dr in the Town of Lauderdale-By-The-Sea, Florida (Exhibit C).

PROGRAM

The project design is anticipated to begin immediately upon receiving Notice to Proceed (NTP) utilizing the following schedule proposed by HDG:

- Construction Documents – 6 weeks, May/June 2025
- Permitting – 12 weeks, June-August 2025
- Construction Administration – 6-8 months, August 2025-February 2026

The anticipated submittals for the Project include:

- Irrigation Construction and Permit Documents
- Irrigation Construction Administration

The “Owner” is Town of Lauderdale-By-The-Sea

The “Client” is Hitchcock Design Group (HDG)

The “Consultant” is Bortak.Design



SCOPE OF SERVICES

The Scope of Services our firm shall provide is as follows:

Task 1 – Irrigation Construction Documents (Hourly NTE)

- Consultant shall prepare 90% irrigation plans, details, and specifications, including water source point of connection, mainline, controller location and irrigation zones.
- Consultant shall meet with the Client (virtual) to review the 90% irrigation plans and receive any clarifications or direction necessary from the Client to finalize the Construction Documents.
- Consultant shall prepare 100% irrigation plans and details for the construction of the project based on input provided by the Client, including the appropriate calculations necessary for the permit submittal.
- Anticipated permitting agencies include the following:
 - Broward County
 - FDEP/FWC coordination as required
- Consultant shall revise irrigation plans as necessary to secure permits.

Task 2 – Irrigation Construction Administration (Hourly NTE)

- Construction Administration shall be billed on an hourly basis as needed. Hourly NTE estimate based on the indicated number of hours and site visits. After the estimated total hours and site visits, services shall be provided upon written Client authorization and invoiced on an hourly basis.
- Preconstruction: Four (4) Hours
 - Respond to inquiries and Requests for Information through the Client and Addenda support.
 - Review contractor submittals and assist contractor prior to commencement of construction.
- Coordination Meetings: Two (2) Virtual Meetings; One (1) Hour Each
 - Consultant shall attend weekly construction coordination meetings when requested.
- Construction Observation: Two (2) Site Visits and One (1) Punch List; Ten (10) Hours
 - Consultant shall provide general observation of the work and verification of system testing for the design. Field reports will be issued to Client for each site visit performed. Visits will be provided to inspect open trenches, pressurization of the mainline, pump start up, and general observation of irrigation component installation. After the estimated total visits, services shall be provided upon written Client authorization and invoiced on an hourly basis.
 - Consultant shall generate one (1) punch list from construction observation. Consultant shall provide Statements of Work Complete necessary to close out regulatory agency permits upon completion of punch list items.

**The basis for the above Scope of Services and associated fee(s) are based on the following:**

- The Project is in the Town of Lauderdale-By-The-Sea, Broward County, Florida.
- This Scope of Services is based on information provided by the Client.
- Surveying, geotechnical investigation, and traffic studies are to be performed by others.
- If any off-site utilities (potable water, sanitary sewer, stormwater) or off-site roadway improvements are required, they shall be rendered as an Additional Service.
- Franchise utility (such as FPL, telecom, and natural gas) relocation and/or service design shall be by others.
- The irrigation water source for the project will be a potable water meter connection to an existing irrigation system.
- Specifications shall be included on the design plans.
- Client shall facilitate coordination between other consultants.
- Client will perform submittals and coordination with the Authorities Having Jurisdiction (AHJ's).
- No known environmental concerns on the subject property.
- Client to obtain any necessary NPDES NOI permits.
- Consultant shall be reimbursed for project-related expenses, including but not limited to travel, postage, shipping, reproductions, and other necessary and customary costs within the agreed-upon allowance. All expenses are covered within this allowance, and any extension will require approval by Client.
- This project shall be designed as a single phase of construction.

Information to be provided by Client:

- A digital file in AutoCAD 2015 or more current format of boundary survey including tree locations, and proposed site plan.
- A letter from the property owner granting access to the site and giving approval for Consultant to perform the services listed below.
- A list of preferred irrigation equipment to be used on the project.
- Any available "As-Builts" of existing utilities that may impact the project.
- Filing and permit application fees, review fees, impact fees or any other associated assessments by other governments/agencies.
- Copies of all relevant data, including correspondence, traffic reports, plans or information in Client's possession which may be beneficial to the work effort performed by Consultant.
- Previous reports and assessments and legal description of the site.
- A signed copy of this executed Agreement.



SCHEDULE AND FEES

Consultant shall schedule work upon receipt of signed approval for this project as required. The total fees for this project will be divided as follows:

Task	Task Description	Lump Sum Fees	NTE Fees	Total Fees
Task 1:	Irrigation Construction Documents (Hourly)	\$0		
Task 2:	Irrigation Construction Administration (Hourly)	\$0		
	REIMBURSABLE EXPENSES TOTAL*	\$0		
	PROJECT TOTAL	\$0		

*Consultant shall make every effort to limit reimbursable fees for printing, mileage, and deliveries. Client should budget for reimbursable expenses for the length of the project.

Should you have any questions, please do not hesitate to contact me at (407) 304-9312, or send me an electronic message at stefan@bortak.design.

Respectfully submitted,

Stefan Bortak, PLA, ASIC, CID
Landscape Architect

Attachment(s): Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E



EXHIBIT A

GENERAL CONDITIONS/PROVISIONS

These general conditions are attached and made part of proposals and Agreements for services rendered by Marc Stefan Bortak, Landscape Architect, LLC d/b/a 'Bortak.Design', the Consultant.

Article 1

Landscape Architectural Services

1.1 Standard of Care

The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.

1.2 Basic Services

Consultant shall provide the mutually agreed-upon services outlined in this Agreement. Any services not specifically outlined in this Agreement are specifically excluded from the scope of Consultant's services. Consultant assumes no responsibility to perform any services not specifically addressed in the Agreement.

1.3 Supplemental Services

If mutually agreed to in writing by the parties, in advance, Consultant will provide additional services, which shall be documented and appended hereto. Additional services are not included as part of the basic scope of services and shall be paid for by Client in addition to the payment for basic services. Payment for additional services shall be as mutually agreed to by the parties.

1.4 Changes to Approved Services

Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Project requirements.

1.5 Schedule of Performance

The Client's signature on this Agreement shall be the basis for the Consultant to begin providing services for the Project. The Consultant shall perform the services as expeditiously as is consistent with the standard of care described in section 1.1, above.

Article 2

Client's Responsibilities

2.1 Information

The Client shall provide data about the site and other information on which the design is to be based as well as Client's budget parameters for the Project. The Consultant shall be entitled to rely on the accuracy and completeness of information provided by the Client.



2.2 Budget

The Consultant shall reasonably strive to propose designs and prepare documents consistent with the Client's budget parameters. If provided by the Consultant as a part of the Scope of Services, opinions of probable construction costs are based on the Consultant's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning. Such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated.

2.3 Approvals

The Client's decisions, approvals, reviews, and responses shall be communicated to the Consultant in a timely manner so as not to delay the performance of the Landscape Architectural Services.

2.4 Project Permit and Review Fees

The Client shall pay all fees required to secure jurisdictional approvals for the Project.

Article 3

Ownership of Documents

The Consultant shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Consultant (collectively, the "Design Materials") Subject to payment by the Client of all fees and Reimbursable Expenses owed to the Consultant, the Consultant grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project.

Article 4

Compensation

4.1 Compensation for the Landscape Architectural Services performed under this Agreement shall be as indicated in the Preliminary Provisions plus Reimbursable Expenses as defined below. Supplemental Services, when requested in writing by the Client, shall require additional compensation to be determined on an hourly basis or on the basis of a negotiated fee.

4.2 Reimbursable Expenses are expenditures made by the Consultant, its employees, and consultants in the interest of the Project. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction of documents, postage, services of professional consultants which cannot be quantified at the time of contracting, and other, similar, direct Project-related expenditures.

4.3 Monthly progress invoices for basic services and additional services shall be submitted to the Client by Consultant based on percentage complete for each project task. Hourly services shall be invoiced based on applicable hourly rates in accordance with the Rate Schedule which is subject to semi-annual adjustment.

4.4 These invoices are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days.



4.5 In order to provide uninterrupted service by Consultant, Client is required to promptly pay submitted invoices. Client shall have a fourteen (14) day review period to request clarification or additional information regarding an invoice. If no request is made during the review period, the invoice is deemed approved and payment shall be made in the full amount of the invoice.

4.6 If Client fails to make payments when due or otherwise breaches the Agreement, Consultant may suspend performance of services with seven (7) days written notice to Client. Consultant shall have no liability whatsoever to Client for any costs or damages whatsoever as a result of such suspension caused by any breach of the Agreement by Client. Upon payment in full by Client, Consultant may, upon written agreement of both parties, resume services under the Agreement and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Consultant to resume performance.

4.7 Payment of invoices is in no case subject to unilateral discounting or setoffs by Client and payment is due regardless of suspension or termination of the Agreement by either party.

Article 5

Indemnification

Client and Consultant each agree to indemnify and hold harmless the other, and their respective officers, employees and representatives, from and against liability for losses, damages, and expenses, including reasonable attorney's fees, to the extent such losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

Article 6

Dispute Resolution

6.1 If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation, the cost of which shall be shared equally by the parties.

6.2 Nothing in these provisions shall limit the right or remedies not expressly waived under applicable lien laws.

Article 7

Termination

This Agreement may be terminated by either party on seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.



Article 8

Other Terms and Conditions

8.1 Assignment

Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.

8.2 Governing Law

The law in effect at the Consultant's principal place of business shall govern this Agreement.

8.3 Complete Agreement

This Agreement represents the entire understanding between the Client and the Consultant and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in a writing signed by both the Client and the Consultant.



EXHIBIT B

AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

Project Name: **El Pardo Park – Irrigation Design**
Client Name: **Hitchcock Design Group**
Client Contact: **Mr. Alexander C. Fenech, PLA, ASLA**
Client Address: **1999 N. University Drive, Suite 202, Coral Springs, Florida 33071**
Client Phone: **810-444-8188**
Client E-mail: **AFenech@hitchcockdesigngroup.com**
Agreement Date: **April 29, 2025**

FEE: Hourly NTE fees of **\$2,600.00**, and Reimbursable Expenses Budget of **\$400.00** charge as incurred.

The undersigned agree to the attached Scope of Services, General Conditions and Provisions which are incorporated and made a part of this Agreement. Any additional requested services will be addressed in a separate Agreement.

BORTAK.DESIGN (CONSULTANT)

Authorized Signature

Print Name/Title

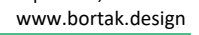
Date

HITCHCOCK DESIGN GROUP (CLIENT)

Authorized Signature

Print Name/Title

Date



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EXHIBIT D

LABOR HOURLY RATE SCHEDULE

Labor Category	Hourly Rate
Principal Landscape Architect	\$100
Designer	\$80
Administrative Staff	\$60
Intern	\$40

EL PRADO PARK
LAUDERDALE-BY-THE-SEA, FLORIDA

April 30, 2025

PROPOSAL FOR:

Estimating Services

Prepared For:

Alex Fenech, PLA, ASLA, Principal
Hitchcock Design Group
1999 N. University Drive, Suite 202
Coral Springs, FL 33071

P25063.01



2200 Lucien Way, Suite 204
Maitland, FL 32751
Office: 407-352-0107

CONSTRUCTION COST CLARITY



April 30, 2025

Alex Fenech
Hitchcock Design Group
1999 University Drive, Suite 200
Coral Springs, FL

Dear Alex,

Thank you for offering WCCI the opportunity to collaborate with you on your El Prado Park project located in Lauderdale-By-The-Sea, Florida. Enclosed is our proposal to provide the following Estimates and Services:

Design Development Estimate	Lump Sum	\$	_____
Construction Documents Estimate	Lump Sum	\$	_____

We have included the following for your review:

Scope of Services
WCCI Services Agreement

From your notice to proceed, we will require two (2) weeks to prepare each Estimate.

We look forward to working with you on this project. Kindly let me know if you have any questions, and how you would like us to proceed. Thank you again for this opportunity, and your time in reviewing our Proposal.

Sincerely,

Brad Tubbs
President



EL PRADO PARK
LAUDERDALE-BY-THE-SEA, FLORIDA
 April 30, 2025

SCOPE OF SERVICES

- Our Proposal includes the following estimate and services:
 Design Development Estimate
 Construction Documents Estimate

- This proposal is based on the following documents:
 EL Prado Park Topographical Survey dated 4/3/25
 El Prado Park Community Input / Conceptual Design Package dated 4/8/25
 Associated Rendering received on 04/27/25.

- Our estimate will be organized using CSI 48-Division MasterFormat.
- Our Proposal does not include a site visit to familiarize estimators with existing site conditions and logistics.
- The following scope items will be performed:
 - Prepare Quantity Surveys (takeoffs) on all major components of the project.
 - Includes associated Sitework and Site Improvements
 - Perform research to accurately price the project in Lauderdale-By-The-Sea, Florida.
 - Prepare a Scope of Work (a brief outline narrative) which lists all the allowances, assumptions, and clarifications in the Estimates.
 - Conduct in-house reviews to ensure the accuracy and completeness of the Estimates.
- WCCI will prepare Draft Estimates to be reviewed with our client and revised, if necessary.
 - Review the draft estimates with our client (via phone) to explain our estimates in detail.
 - Make any revisions that might arise during the draft estimate review.
 - Provide finalized estimates to our client.



EL PRADO PARK

LAUDERDALE-BY-THE-SEA, FLORIDA

April 30, 2025

ESTIMATING SERVICES AGREEMENT

Hitchcock Design Group, (HDG) acknowledges that the estimates to be provided by WCCI under this estimating services agreement ("Contract") are based on, and made in reliance on, the project construction documents and descriptions of the scope of work (collectively, "documents") provided by HDG to WCCI. HDG is solely responsible for verifying the accuracy of the documents and WCCI has no obligation to independently verify or confirm the accuracy of such documents. Any changes in the documents to be incorporated in the estimates must be communicated to WCCI by HDG in writing. In preparing the estimates, WCCI will be assuming industry standard practices and procedures and assuming conditions reasonably anticipated for a project of this type, including availability of labor and materials, with no special conditions present unless such special conditions are set forth in the documents. Further, HDG acknowledges that WCCI will be estimating the cost for materials based on information available in reasonable time proximity to the preparation of the estimates and WCCI has no obligation to monitor such prices or advise HDG of price fluctuations. HDG acknowledges and agrees that, prior to using the estimates prepared by WCCI for any bidding process or other contracting, HDG is responsible for reviewing and verifying the estimates provided by WCCI. WCCI MAKES NO WARRANTIES REGARDING THE ESTIMATES AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE ESTIMATES. HDG WAIVES ANY AND ALL CLAIMS OF SIMPLE NEGLIGENCE BY WCCI WITH REGARD TO THE ESTIMATES.

INDEMNITY; HOLD HARMLESS. HDG shall indemnify, defend, protect and hold WCCI and each of its respective owners, shareholders, employees, partners, members, managers, affiliates and agents (collectively, "WCCI") free and harmless from and against any and all damages, actions, causes of action, losses, liabilities, claims, penalties, costs or expenses, including, without limitation attorneys' fees, expenses, disbursements and court costs asserted, sustained, suffered or incurred by WCCI directly or indirectly related to, arising out of, or in any way connected with or on account of WCCI's preparation and delivery of the estimates to HDG under this Contract and any use of the estimates by HDG for any purpose. HDG ACKNOWLEDGES AND AGREES THAT IT SHALL INDEMNIFY AND HOLD HARMLESS WCCI FROM WCCI'S OWN SIMPLE NEGLIGENCE BUT NOT FROM ITS GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

ASSIGNABILITY. This Contract is not assignable by either party without the consent of the other party, which consent may be withheld by such party in its sole discretion. Any attempt to assign the Contract without such consent is void.

PAYMENT TERMS: PAYMENT IN FULL IS DUE UPON RECEIPT OF SERVICES UNDER THIS CONTRACT. A 5% LATE CHARGE WILL BE ADDED TO ANY OUTSTANDING AMOUNTS NOT PAID WITHIN 10 DAYS OF THE DUE DATE AND EACH MONTH THEREAFTER UNTIL PAID IN FULL. ADDITIONALLY, ALL AMOUNTS OUTSTANDING 30 DAYS AFTER THE DUE DATE SHALL ACCRUE INTEREST AT THE LESSER OF 18% OR THE HIGHEST INTEREST RATE PERMITTED BY APPLICABLE LAW.

ATTORNEYS FEES: HDG shall be liable for WCCI's attorney fees incurred in the enforcement of this Contract. If a lawsuit is brought, the attorneys fees to be paid by HDG shall be those determined to be reasonable and just by the court in such lawsuit. If no lawsuit is brought, WCCI's attorneys fees payable by HDG shall not exceed 10% of the outstanding Contract amount.

Willis Construction Consulting, Inc. (WCCI)

Consultant
Signature

Brad Tubbs, President

4/30/2025

Name, Title, Date

Hitchcock Design Group

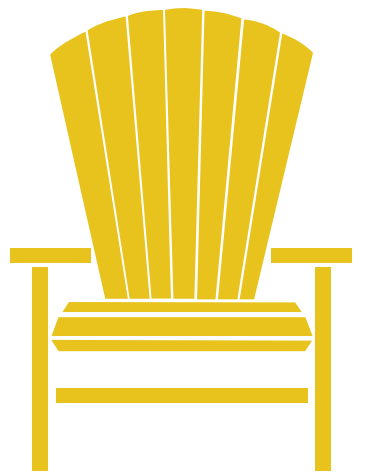
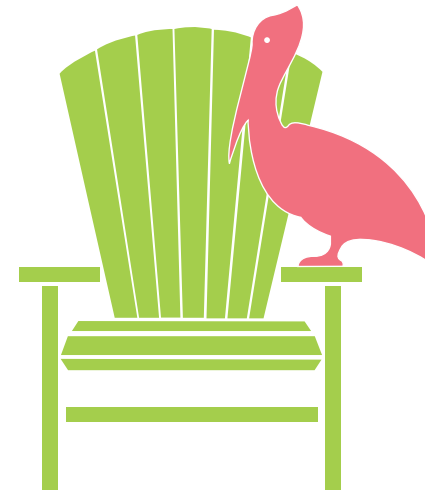
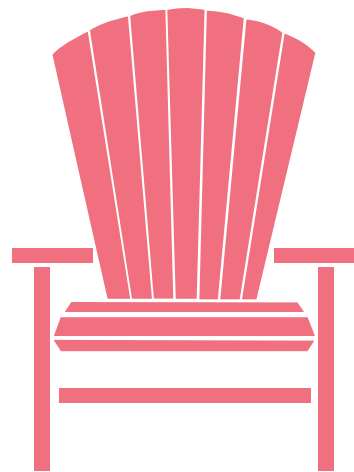
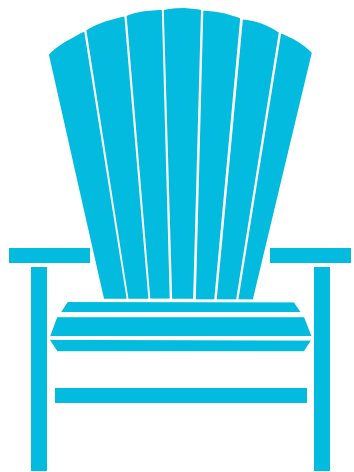
*Owner**Signature**Name, Title, Date*



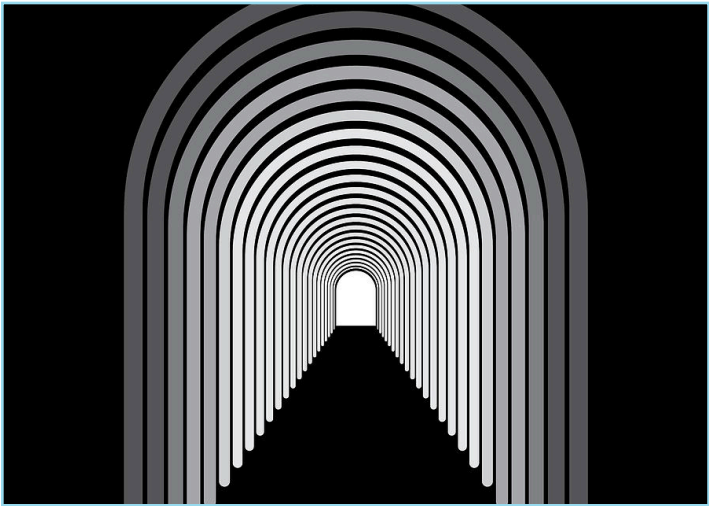
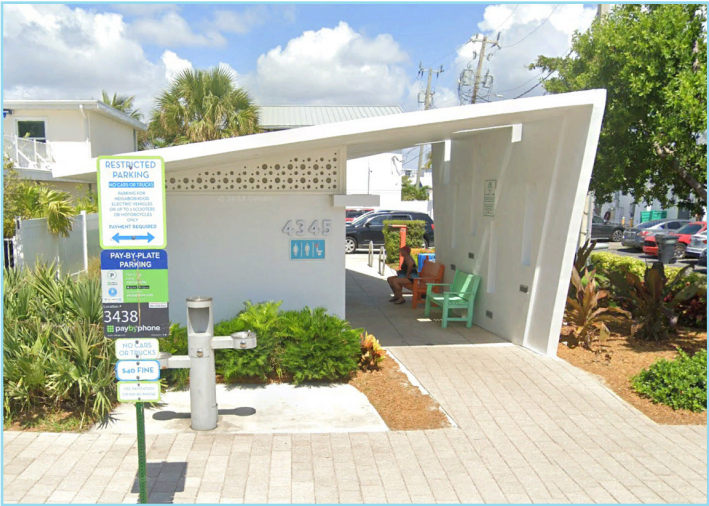
CONCEPTUAL DESIGN / MASTER PLAN

El Prado Park

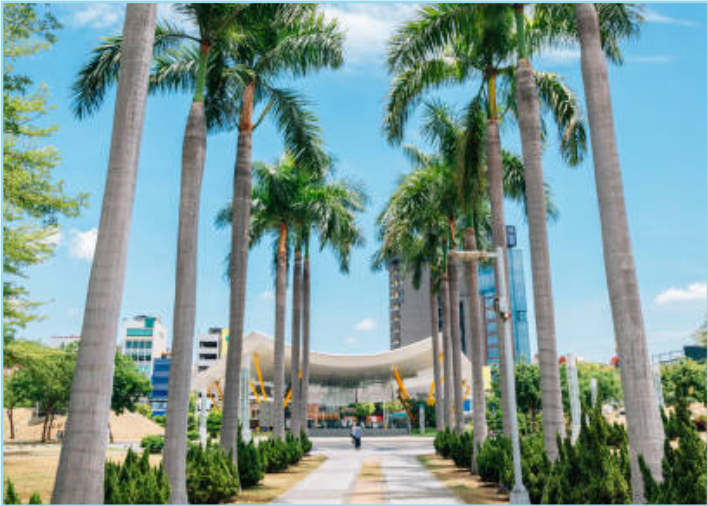
Lauderdale-By-The-Sea, Florida



CHARACTER IMAGES - MID CENTURY MODERN



CHARACTER IMAGES - PARK



CONCEPT DESIGN



CONCEPTUAL DESIGN - VIEWS

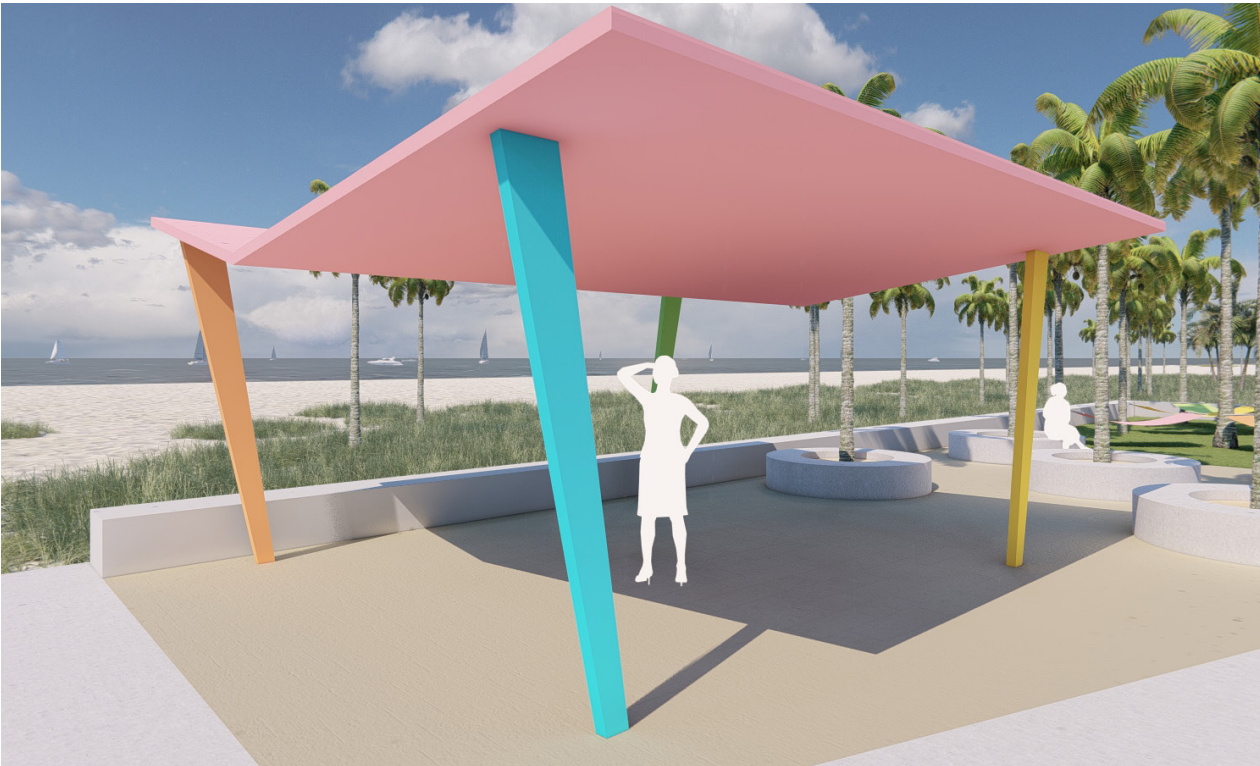


CONCEPTUAL DESIGN - VIEWS



SHELTER ALTERNATIVES

Alternative A



Alternative B



Alternative C

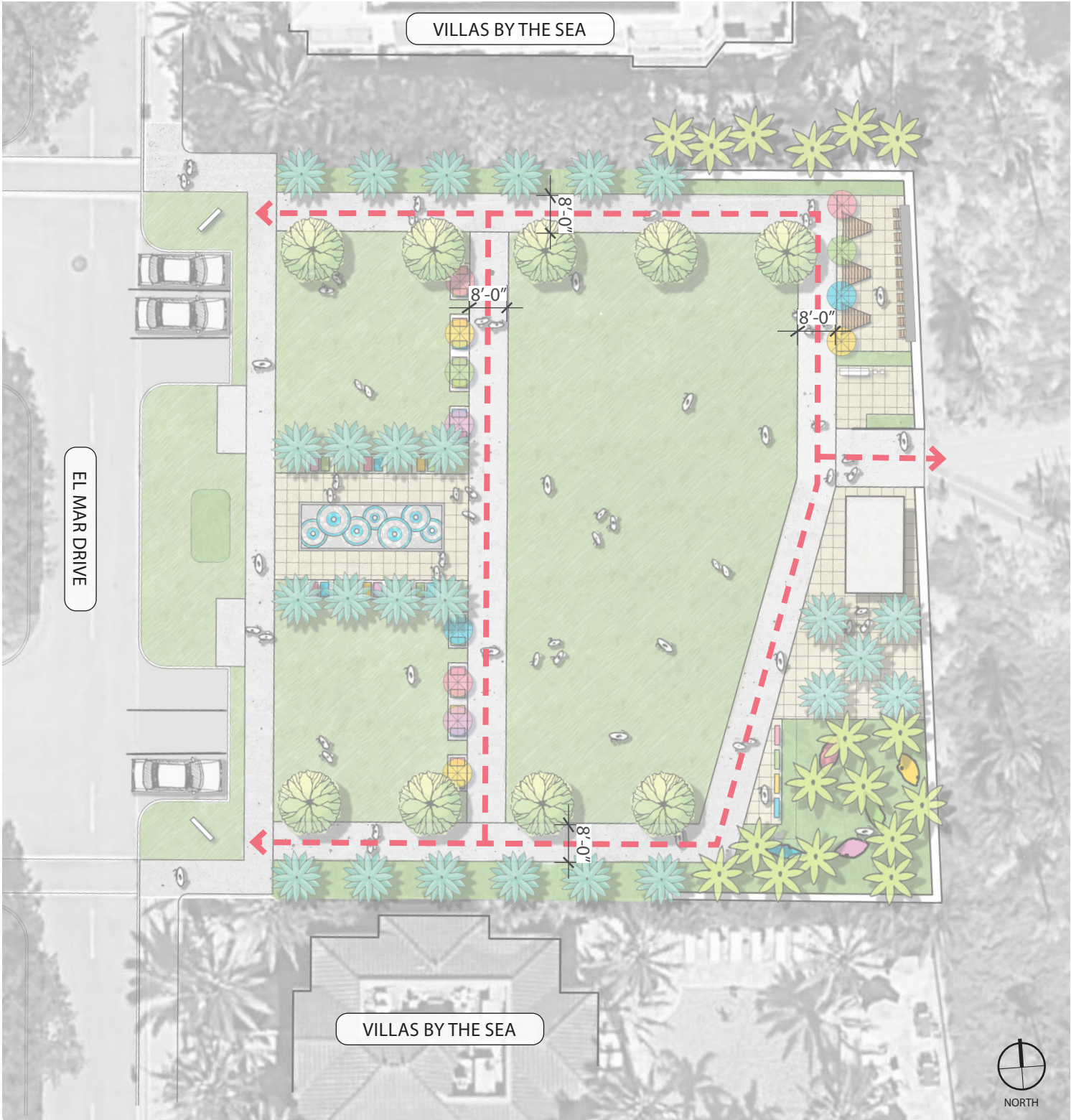


SITE DIAGRAMS

Event Tent



Maintenance Circulation



EL PRADO PARK - CONCEPTUAL DESIGN

Plan



Birds-Eye

